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Davida D. Hansen
Lawrence County Register of Deeds
Fee: \$ 30.00

Prepared by:
Michael C. Loos
Clayborne, Loos & Sabers, LLP
PO Box 9129
Rapid City, South Dakota 57709
605-721-1517

**AMENDED AND RESTATED DECLARATION
OF RESTRICTIONS EASEMENTS AND COVENANTS
TO RUN WITH THE LAND**

WITNESSETH:

WHEREAS, the real property subject to and affected by this Amended Declaration of Restrictions Easements and Covenants to Run with the Land, in Lawrence County, South Dakota is described as:

BLOCKS 1 THROUGH 19 OF THE APPLE SPRINGS SUBDIVISION OF THE APPLE SPRINGS TRACT AND THE REMAINING ACREAGE OF THE APPLE SPRINGS TRACT AND GOLF COURSE TRACT 2; LOCATED IN THE NE ¼ NW¼ LESS ROW; UNPLATTED BALANCE OF W½ NE¼ LYING NORTH OF US HWY 14-A ROW; UNPLATTED BALANCE SE¼ NW¼ LYING NORTH OF US HWY 14-A ROW; OF SECTION 14, T5N, R4E, B.H.M. AND SE¼ SW¼; N½ SW¼; E½ NW¼; SW¼NW¼; UNPLATTED BALANCE OF THE SW¼ SW¼ OF SECTION 11, T5N, R4E, B.H.M.; AND NE¼ NE¼, SE¼ NE¼, OF SECTION 14; AND A PORTION OF LOT D REVISED IN THE SW¼ NW¼ OF SECTION 13 T5N, R4E, B.H.M. LAWRENCE COUNTY, SOUTH DAKOTA

(hereinafter, "Property").

WHEREAS, the Original Declarant, established and recorded upon the Property certain Declaration of Restrictions Easements and Covenants to Run with the Land recorded at the Lawrence County Register of Deeds on August 24, 2006, as Document number 2006-05246, and re-recorded the same to correct the legal description on September 12, 2006, as Document Number 2006-05669, hereinafter referred to as the "Original Declaration."

WHEREAS the Original Declaration had the intended purpose of providing for a uniform scheme of development for the preservation and enhancement of the Property.

WHEREAS, Pursuant to the Original Declaration, Owners of lots within the Property waived certain claims and rights as provided therein and undertook affirmative covenants to maintain their property and conform to certain leasing requirements and procedures as set forth in the Original Declaration, by virtue of purchasing any Lot.

WHEREAS the Original Declarant assigned all interests in and to the Original Declaration to 4



Bears in the Hills, LLC, which said assignment of rights was filed and recorded with the Lawrence County Register of Deeds on October 16, 2013 as Document Number 2013-05230.

WHEREAS it has been determined that certain amendments to the Original Declaration are necessary to better align with the current needs and circumstances of the Property and Owners.

WHEREAS these amendments aim to ensure that the Property continues to be governed by well-defined and enforceable restrictions that contribute to its long-term sustainability and desirability.

WHEREAS the Original Declaration anticipated the possibility for amendments and pursuant to Section 10.4 therein provided that said Original Declaration may be amended by an instrument signed by a majority of the Owners of any Lot subject to the Declaration, as those terms are defined in the Original Declaration.—Each Lot shall be entitled to one (1) vote.

WHEREAS, notwithstanding the above, the Declarant was given the status of a preferred member in the Original Covenants which pursuant to Article 10.1.i provides that the Declarant is entitled to the voting rights of one hundred fifty (150) members regardless of the number of Lots owned.

OTHER THAN THE AMENDED PROVISIONS SPECIFICALLY SET FORTH HEREIN, ALL OTHER PROVISIONS OF THE ORIGINAL DECLARATION SHALL REMAIN IN FULL FORCE AND LEGAL EFFECT.

WHEREFORE by their signatures below, the persons and entities constituting the required majority of Owners of any Lot subject to the Original Declaration, hereby affirm, approve and adopt these Amendments to the Original Declaration, with the intent that the same shall be recorded in the Office of the Lawrence County Register of Deeds, and that thereafter the Property shall be held, sold and conveyed subject to the Original Declaration, as amended as set forth herein, , all of which shall run with the land and Property and be binding on all Parties having any right, title, interest or claim in, to or relating to the Property, their heirs, successors, personal representatives and assigns, and shall inure to the benefit of each Owner thereof.

Article 1
Construction

Section 1.2 Completion. Construction work shall commence and continue diligently and without interruption until completion. The construction of any dwelling or structure on the property shall be substantially completed no later than twenty-four (24) months after construction is commenced and the exterior of all dwellings and structures shall be completed within eighteen (18) months after the commencement of construction, except in the case of impossibility or significant hardship. No dwelling shall be occupied until the county has issued the certificate of occupancy. Failure to comply with the deadline set forth herein shall result in the imposition of liquidated damages of five thousand dollars (\$5000.00) per month the structure remains unfinished unless an exception in writing is granted. Owners agree that this amount is fair and reasonable, is a reasonable approximation of the damages incurred for lack of compliance and that actual damages are incapable or difficult to estimate.



Section 1.2.1 Landscaping. A landscape plan must be approved by the Architectural Review Committee (ARC) prior to the commencement of construction. A minimum of 50% green space is required in the front and side yards viewable from roadways for lots under one (1) acre. Larger lots or those with steep and/or rocky topography shall submit a plan with requested variance for ARC review, with the intention being to maximize to the greenspace to extent practical, while also preserving the natural integrity of the lot. Plants for suggested turf include Kentucky blue grass, the native, more drought-tolerant buffalo grass, or micro clover. Other varieties of grasses and wildflowers are allowed, including artificial turf. Slopes must provide erosion control and proper drainage. Backyard gardens are allowed but must be preapproved in writing by the ARC. The landscaping completion of any dwelling or structure on the property shall be substantially completed within twelve months of certification of occupancy. Dead trees, shrubs and larger vegetation shall be promptly removed and disposed of by the Owner.

Section 1.5 Signs. No signs of any kind shall be displayed to the public view on any Lot, provided, however, that it shall be permissible to display on any Lot:

- (1) Standard professional real-estate signs are allowed on homes for sale
- (2) All undeveloped lots shall have an approved sign provided by the Apple Springs Declarant.
- (3) Owners and/or agents must provide upper and lower riders on the approved real-estate signs provided.
- (4) Owner and/or agents are financially responsible for returning the provided frame and sign in excellent condition. Failure to do so will result in a replacement charge of one hundred and fifty dollars (\$150.00).

Section 1.8 No Fire Pits. Self-contained wood or gas fire pits shall be permitted.

Section 1.9 Fences. The construction of any fence must have prior written approval of the Declarant or the Architecture Review Committee. Recommended fence locations are areas out of sight of roadways.

Section 1.12.1 Architectural Review Committee ("ARC"): Initially, the Declarant may appoint Lot Owners or others to the ARC. Upon transfer of authority from the Declarant to the Homeowner's Association, and the election of its Board of Directors, the Board shall select the members of the ARC as set forth in Article 5. All actions taken by the ARC shall require the affirmative vote of a majority of its members present at a meeting of the ARC.

All plans and specifications for new construction or exterior remodeling/additions must be submitted in writing for written approval to the Declarant and/or the ARC. Prior to obtaining any building permits, blueprints and designs, along with exterior color and material selections, must be submitted to the Declarant or the ARC and receive written approval prior to an owner commencing construction. The Declarant and ARC will periodically update the "Apple Springs Builder Guidelines and Checklist" to be distributed to Owners and builders. Failure to fully comply with the Guidelines or not adhering to the plans submitted to and approved by the ARC may result in water services not being provided, work stoppage and penalties outlined in the current Building Guidelines.



Section 1.13 Post-Construction Cleanup: All post-construction cleanup and/or reclamation of ground disturbed by construction must be completed within thirty (30) days following the completion of construction of the dwelling, weather permitting. Failure to do so could result in the forfeiture of the Builder's Deposit.

Section 1.14 Lot Size: No lot within the Development shall be further subdivided except by the Declarant or with the approval of the Declarant, and subject to county zoning regulations and approval. Two or more adjacent lots may be combined into one lot. In addition, a one-year assessment will need to be paid in advance for the second lot. Then, in the future, a single yearly assessment will apply to the one (combined) lot. As an example: if a lot owner combines two (2) or more lots into one (1) lot, the owner shall still be obligated to pay the one-time tap fees for both lots, along with one full year's general and special assessment charges on the second lot. Thereafter, general and special assessment charges will be at the regular rate for one lot.

Section 1.15 Lot Requirements: No more than one (1) single-family dwelling may be constructed on any lot or combination thereof. The hours of construction are limited to 7:00am through 7:00 pm, Monday through Saturday. The plot plan for the construction of each dwelling must be approved in writing by the Declarant or the ARC prior to applying for a building permit.

Article 2
Use/Restrictions

Section 2.1 Use.

- a. Rubbish, Garbage and Trash: No garbage or trash shall be maintained or kept on any Lot to be visible from another Lot or the roadway, except for the day of pickup. All garbage and trash will be placed in tight and secure garbage containers with closed lids, the type offered by the service provider, and shall be disposed of at least once every seven (7) days. No refuse piles, garbage, or unsightly objects are allowed on any Lot. The Declarant shall have the option to select the garbage service provider for the Development. At the time, all residences within the Development shall contract with the garbage/trash service collector that provides such service to the Development.

Section 2.5 No Noxious Activities/Weeds. No noxious or offensive activities may be carried out on any Lot. Each Lot shall be maintained in such a condition that it is free of noxious weeds whether or not it is occupied. Lot Owners are responsible for maintaining noxious weed control and a well-kept and mowed lawn. If the Declarant or ARC view the condition of a Lot as not complying with these requirements, they will have the authority to contract the work to be completed and assess the expense against the Owner.

Section 2.6 Parking. There shall be no on-street overnight parking in the Development without prior approval.

Section 2.13 Rental/Lease Restrictions Applicable to All Lots.

a. Recitals. The property encompasses a residential mountain resort community. Some homes will be "second homes" and/or vacation homes for their Owners. That said, permanent or regular residents will own and occupy many properties. Short-term rentals of properties in the development can be an important opportunity to some and a burden to others. A balance of these potentially competing interests needs to be struck.



b. Restrictions. Owners may use any method, platform or property management company of their choosing to rent their property. The Declarant may establish rules including maximum occupancy limits. Owners are responsible for ensuring that renters have notice of the rules and adhere to the established rules and occupancy limits. No activity shall be conducted on any lot that constitutes a nuisance or annoyance to the surrounding property owners. Specifically, renters must adhere to noise control measures to prevent disturbances to neighboring properties. The Declarant retains the right to monitor and enforce the rules regarding short-term rentals and shall have the authority to assess fines and other restrictions or penalties for illegal or disruptive behavior. The Declarant shall conduct regular reviews of short-term rental policies and rules and make amendments as necessary.

c. Management. (Deleted)

d. Remedies for Violations. Violations of this section 2.13 may be remedied by the power of eviction of any tenant, invitee or holdover tenant, vested in and specifically reserved by Declarant. The prevailing party in any collection or eviction proceedings arising under this section 2.13 shall also be entitled to an award of reasonable attorney fees, costs and sales tax as part of the party's remedies.

Section 2.14 Exclusive Lawncare and Snow Removal Authority. (Deleted)

Article 3 Enforcement

Section 3.1 Enforcement. The provisions of this Declaration may be enforced by any proceeding at law or in equity, including but not limited to injunctive relief, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any person to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or the right to do so thereafter. Any matter relating to this Declaration shall be exclusively venued in the Fourth Judicial Circuit Court of the County of Lawrence, South Dakota and South Dakota law shall apply to interpreting and enforcing this Declaration. Each owner hereby makes himself, herself or itself available to the jurisdiction of said Court to enforce this Declaration and consents to personal jurisdiction in said Court. All parties bound hereby waive any right to a jury trial. A prevailing party proceeding pursuant to this section 3.1 shall also be entitled to an award of reasonable attorney fees, costs and sales tax as part of the party's remedies.

Section 3.5 Time Limitations. The conditions, covenants and restrictions of this Declaration shall run with and bind the property and shall inure to the benefit of and be enforceable by the owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The Declarant shall have the power to renew or restate this Declaration prior to or after this Declaration's expiration. The time limitations for the Amendments set forth herein shall be the same as the Original Declaration.

Article 4 Homeowner's Association

Section 4.1 Membership and Formation. Once the Declarant owns the lesser of 10 unsold Lots or 10 undeveloped acres in the Development, the Declarant shall transfer enforcement and other authority to the Homeowner's Association as referenced in Articles 3.2 and 3.3. At this time the Declarant shall cause a Homeowners Association to be formed, and a Board of Directors shall be elected by the property Owners



in the Development to run such Association. Each owner of a Lot shall be a member in the Homeowner's Association. Except as otherwise provided herein, membership voting rights shall be determined by the Articles and By-Laws of the Homeowner's Association, which will be completed prior to the transition.

Section 4.3 Fees. The Declarant will determine an annual fee to support the annual budget. The annual budget will be distributed to all property owners by December of the prior year. The budget will include any special assessment for capital improvements deemed beneficial to the residents and property owners. Annual fees are assessed on the first (1st) day of January of each calendar year. The fee shall be due on the fifteenth (15th) day of January. A late fee of thirty-five dollars (\$35) shall be assessed each month after that if a fee is received after the thirty-first (31st) day of January. After twelve months, any unpaid annual fees, plus late fees and collection costs including reasonable attorneys' fees incurred in collecting delinquent fees, shall be a continuing lien on the owner's Lot and the personal obligation of the Lot's owner at the time the fee became delinquent. The Declarant shall at all times be exempt from the obligation or duty to pay or be liable for any annual fees or late fees.

Section 4.4 Authority for Special Assessments and Annual Fee Increases. The Declarant, or the Homeowner's Association, once formed, shall have sole authority to make special assessments and adjust annual fees from time to time. Absent exceptional circumstances, increases in annual fees shall not exceed ten percent (10%) of the previous years, annual fee without an owner vote.

Section 4.5 Use of Fees. The annual fees and late fees shall be utilized to promote public welfare and safety, as well as to safeguard the investment of the Owners and residents of the Development. Such items include, but are not limited to, enforcing and implementing this Declaration, maintaining and improving roads on the property, conducting snow removal and grading for roads, maintaining and enhancing any common areas, and performing tasks authorized by the Articles and Bylaws of the Homeowner's Association once formed. This encompasses expenses relating to the maintenance and upkeep throughout the Development, including landscaping and common utilities.

Article 5 **Architectural Committee**

Section 5.1 Committee Composition. The Declarant shall be the sole member of the ARC until such time as it relinquishes that role in a signed writing. The Declarant may appoint the members of the ARC. Once the Homeowner's Association is formed, the powers, composition of, and membership in the ARC shall be outlined in the By-laws and/or Articles of the Association.

Section 5.2 Authority. The Architectural Committee may be vested with the authority regarding:

- a. Collection of builder's refundable deposit
- b. In conjunction with the Declarant, adopt Building Guidelines for construction in the Development
- c. Enforcement of Building Guidelines including Builders maintaining a clean work site
- d. Penalties related to failure to comply.
- e. Acceptability of the proposed structure design and the exterior color and material palette.
- f. Acceptability of construction plans and specifications as to workmanship, materials, harmony with existing structures, location of buildings on Lots, size, and height of walls and fences
- g. Acceptability of trees and hedges as to location, size, height and variety of species, including fire protection issues



- h. Acceptability of lot signs provided to realtors
- i. *Reserved*

In all other respects, however, the Architectural Committee shall lack the authority or power to independently modify, enlarge, or amend this Declaration. Approval from the Architectural Committee as to any matter within the authority of said committee shall not be unreasonably withheld. The Architectural Committee shall not have any power to disapprove of landscape, design or other elements within their authority once it has granted an approval with regard to any particular Lot or owner regarding the same.

Section 5.3 Deleted

Article 8
Water, Septic and Roads

Section 8.4 **Speed Limits.** The posted speed limit throughout the Development shall be 20 miles per hour.

Article 9
Zone-Specific Provisions

The Declarant reserves the right to determine zone-specific provisions on future phases and neighborhoods within Apple Springs. Future CCR's for future areas may be added as needed.

Appearance. Homes in the Development must have design elements that are harmonious with a mountain resort setting. Some of the design considerations will include steep pitch and elaborate rooflines, covered porches, exterior finishes of log, timber, stone, brick, & earthtone siding.

Setback. All lots will have standard minimum setbacks as determined Lawrence County.

Minimum Square Footage. No more than one (1) dwelling shall be erected or maintained on any single Lot. No dwelling shall be erected which has a gross livable floor area of less than thousand five hundred (1,500) square feet if a single-story dwelling or less than one thousand nine hundred fifty (1,950) square feet if a multi-level dwelling. Number of dwellings per lot and square feet limitations do not apply to Declarant land.

Fences. Fences are generally discouraged to preserve a more natural appearance for the lot. Any requests for fences must receive prior approval from the Architecture Review Committee and will be assessed for purposes such as pools, pets, or visual screening. Factors like design elements, scope, and material usage will be evaluated when considering a fence application.

Section 9.1 Townhome Zone. (Deleted)

Section 9.2. Golf Mountain Home Zone. (Deleted)

Section 9.3. Executive Home Zone. (Deleted).

Section 9.9 Lodge Zone. (Deleted)



Section 9.10 Condo Zone. Condos may be allowed to have their own HOA and with different membership fees.

Section 9.11 Tiny homes, Cottages, or Villas.

Section 9.12 Multi-family dwelling.

Section 10.10 Dark Skys

Exterior Lighting Guidelines – The Declarant intends to protect the Dark Skys of the Development by reducing light pollution. Too often, outdoor lighting installations at night are over lit, left on when not needed, and harmful to the environment. Light pollution negatively affects our environment and impacts our quality of life. Therefore, exterior lighting guidelines in the Development will be governed by five core principles:

- Useful – Use light only if it is needed. All light should have a clear purpose. Consider how the use of light will impact the area, including wildlife and their habitats.
- Targeted – Direct light so it falls only where it is needed. Use shielding and careful aiming to target the direction of the light beam so that it points downward and does not spill beyond where it is needed.
- Low Level – Light should be no brighter than necessary. Use the lowest light level required. Be mindful of surface conditions, as some surfaces may reflect more light into the night sky than intended.
- Controlled – Use light only when it is needed. Use controls such as timers or motion detectors to ensure that light is available when it is needed, dimmed when possible, and turned off when needed.
- Warm-colored – Use warmer lights where possible. Limit the amount of shorter wavelength (blue-violet) light to the least amount needed.

These guidelines are adopted to protect our night skies and ensure that all residents can enjoy our beautiful Black Hills nighttime skies.

[Signature Pages and Notary Acknowledgment to Follow]



NOTARY ACKNOWLEDGMENT

STATE OF South Dakota)
)SS:
COUNTY OF Lawrence)

I, the undersigned, do hereby state and affirm as follows:

1. That a vote to amend the Declaration of Easements and Covenants to Run with the Land (the "Covenants") applicable to Apple Springs Subdivision was conducted following proper and reasonable notice to all lot owners;
2. That the proposed amendments were presented to the lot owners and voted upon, and that the required majority of lot owners, as specified in the original Covenants, voted in favor of the adoption of said amendments.
3. That the attached Official Vote forms were received by the undersigned, tabulated and constitute the require majority of lot owners required to amend the original covenants.
4. That, by virtue of said vote and in compliance with the requirements of the original Covenants, the Amended and Restated Declaration of Restrictions Easements and Covenants to Run with the Land are duly approved and adopted.
5. That I am authorized to as Declarant, and hereby do, file the approved and adopted amendments to the Covenants with the Office of the Register of Deeds of Lawrence County, South Dakota.

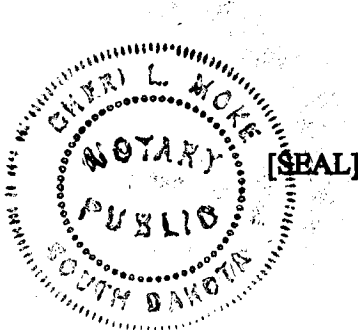
Dated this 14th day of May 2025.

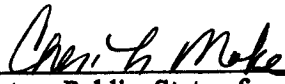

Michael Short, Managing Member of 4 Bears in the Hills, LLC (Declarant)

STATE OF South Dakota)
)SS:
COUNTY OF Lawrence)

On this 14th day of August, 2025, before me, a notary public, personally appeared Michael Short of 4 Bears in the Hills, LLC and as Declarant, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Company by himself as such officer

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.




Notary Public, State of
My Commission Expires: 4-7-2028



OFFICIAL VOTE TO BE REGISTERED AND RECORDED

I 4 Bears in the Hills LLC, owner at Apple Springs of the following Lot (s) Declarant Block (s) NA with a total number of 150 vote (s), have read the PROPOSED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS EASEMENTS AND COVENANTS TO RUN WITH THE LAND prepared by Michael C. Loos, Clayborne, Loos & Sabers, LLP on behalf of the stated Declarant and vote as follows:

- [X] YES, AND ACCEPT THE PROPOSED CHANGES
[] NO, REJECT THE PROPOSED CHANGES

Dated this 17th day of March, 2025.

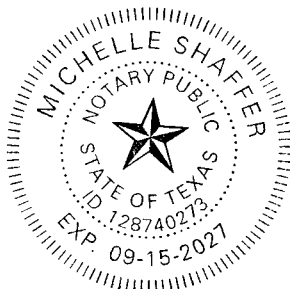
By [Signature]
Signature
Michael L. Short

Print Full Name

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF PENNINGTON)

On this the 17th day of March, 2025, before me, the undersigned, personally appeared Michael L. Short known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained and, in the capacity, indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



[Signature]
Notary Public - South Dakota Texas
My commission expires: 9-15-2027




OFFICIAL VOTE TO BE REGISTERED AND RECORDED

I ^{KODA} Development LLC, owner at Apple Springs of the following Lot (s) 5, 7, 8, 9
Block (s) 9:10 with a total number of 4 vote (s), have read the

**PROPOSED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
EASEMENTS AND COVENANTS TO RUN WITH THE LAND** prepared by Michael C.
Loos, Clayborne, Loos & Sabers, LLP on behalf of the stated Declarant and vote as follows:

- YES, AND ACCEPT THE PROPOSED CHANGES
- NO, REJECT THE PROPOSED CHANGES

Dated this 11th day of March, 202~~4~~⁵

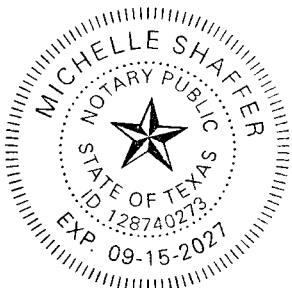
By 
Signature
Michael L Short


Print Full Name

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF PENNINGTON)

On this the 11th day of March, 202~~4~~⁵, before me, the undersigned, personally
appeared Michael L. Short known to me or satisfactorily proven to be the persons whose names
are subscribed to the foregoing instrument and acknowledged that they executed the same for the
purposes therein contained and, in the capacity, indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.




Notary Public – ~~South Dakota~~^{US} ~~Texas~~
My commission expires: 9-15-2027



OFFICIAL VOTE TO BE REGISTERED AND RECORDED

I MYM Properties LLC, owner at Apple Springs of the following Lot (s) 4 acres, 160 acres
Block (s) _____ with a total number of 2 vote (s), have read the
**PROPOSED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
EASEMENTS AND COVENANTS TO RUN WITH THE LAND** prepared by Michael C.
Loos, Clayborne, Loos & Sabers, LLP on behalf of the stated Declarant and vote as follows:



YES, AND ACCEPT THE PROPOSED CHANGES



NO, REJECT THE PROPOSED CHANGES

Dated this 17th day of March, 2025^{MS}

By

Michael L. Short
Signature

Michael L. Short
Print Full Name

Print Full Name

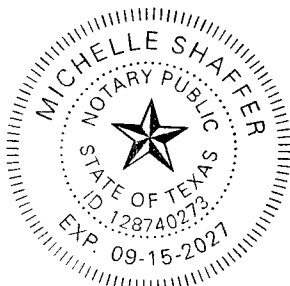
STATE OF SOUTH DAKOTA)

) SS

COUNTY OF PENNINGTON)

On this the 17th day of March, 2025^{MS}, before me, the undersigned, personally
appeared Michael L. Short known to me or satisfactorily proven to be the persons whose names
are subscribed to the foregoing instrument and acknowledged that they executed the same for the
purposes therein contained and, in the capacity, indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Michelle Shaffer
Notary Public – ~~South Dakota~~^{MS} Texas
My commission expires: 9-15-2027

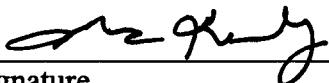


OFFICIAL VOTE TO BE REGISTERED AND RECORDED

I Marc Kenley, owner at Apple Springs of the following Lot (s) 5
Block (s) 19 with a total number of 1 vote (s), have read the
**PROPOSED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
EASEMENTS AND COVENANTS TO RUN WITH THE LAND** prepared by Michael C.
Loos, Clayborne, Loos & Sabers, LLP on behalf of the stated Declarant, 4 Bears in the Hills
LLC, and vote as follows:

- YES, AND ACCEPT THE PROPOSED CHANGES
- NO, REJECT THE PROPOSED CHANGES

Dated this 6th day of March, 2025.

By 
Signature

Marc Kenley
Print Full Name

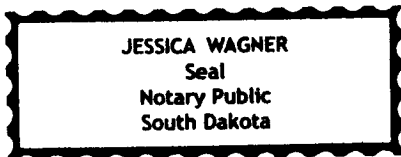


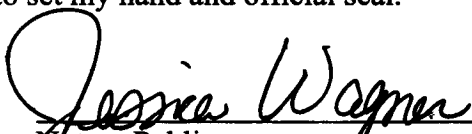
Doc #: 2025-04301
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_____))
_____)) SS
_____))

On this the 6th day of March, 2025, before me, the undersigned, personally
appeared Marc Kenley known to me or satisfactorily proven to be the persons
whose names are subscribed to the foregoing instrument and acknowledged that they executed
the same for the purposes therein contained and, in the capacity, indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.




Notary Public
My commission expires: 7-23-2030

OFFICIAL VOTE TO BE REGISTERED AND RECORDED

I James Jurgensen, owner at Apple Springs of the following Lot (s) 3
Block (s) 5 with a total number of 1 vote (s), have read the

**PROPOSED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
EASEMENTS AND COVENANTS TO RUN WITH THE LAND** prepared by Michael C.
Loos, Clayborne, Loos & Sabers, LLP on behalf of the stated Declarant, 4 Bears in the Hills
LLC, and vote as follows:

YES, AND ACCEPT THE PROPOSED CHANGES

NO, REJECT THE PROPOSED CHANGES

Dated this 5th day of March, 2025.

By [Signature]
Signature
James Jurgensen

Print Full Name

State of SD)
Lawrence County) SS

On this the 5th day of March, 2025, before me, the undersigned, personally
appeared James Jurgensen known to me or satisfactorily proven to be the persons
whose names are subscribed to the foregoing instrument and acknowledged that they executed
the same for the purposes therein contained and, in the capacity, indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public
My commission expires: 2/12/28
ROY DEAN SCHWARTZ
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA



OFFICIAL VOTE TO BE REGISTERED AND RECORDED

I Calvin Mergen, owner at Apple Springs of the following Lot (s) 1
Block (s) 8 with a total number of 1 vote (s), have read the
**PROPOSED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
EASEMENTS AND COVENANTS TO RUN WITH THE LAND** prepared by Michael C.
Loos, Clayborne, Loos & Sabers, LLP on behalf of the stated Declarant, 4 Bears in the Hills
LLC, and vote as follows:

- YES, AND ACCEPT THE PROPOSED CHANGES**
 NO, REJECT THE PROPOSED CHANGES

Dated this 11 day of March, 2025.

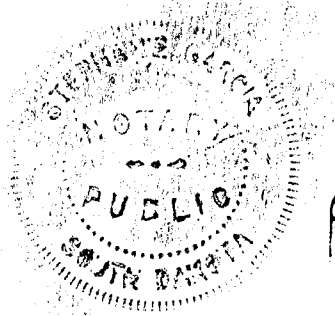
By [Signature]
Signature
Calvin Peter Mergen

Print Full Name

South Dakota)
Lawrence Co.) SS
)

On this the 11th day of March, 2025, before me, the undersigned, personally
appeared Calvin Mergen known to me or satisfactorily proven to be the persons
whose names are subscribed to the foregoing instrument and acknowledged that they executed
the same for the purposes therein contained and, in the capacity, indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Stephania Garcia
Notary Public
My commission expires: 8-1-25



OFFICIAL VOTE TO BE REGISTERED AND RECORDED

I Dorena Blumhagen Owner at Apple Springs of the following Lot (s) 2
Block (s) 13 with a total number of 1 vote (s), have read the
**PROPOSED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
EASEMENTS AND COVENANTS TO RUN WITH THE LAND** prepared by Michael C.
Loos, Clayborne, Loos & Sabers, LLP on behalf of the stated Declarant, 4 Bears in the Hills
LLC, and vote as follows:

- YES, AND ACCEPT THE PROPOSED CHANGES
- NO, REJECT THE PROPOSED CHANGES

Dated this 11 day of March, 2025.

By Dorena Blumhagen
Signature

Dorena Blumhagen

Print Full Name

South Dakota)
Lawrence Co.) SS

On this the 11th day of March, 2025, before me, the undersigned, personally
appeared Dorena Blumhagen known to me or satisfactorily proven to be the persons
whose names are subscribed to the foregoing instrument and acknowledged that they executed
the same for the purposes therein contained and, in the capacity, indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Stephanie Garcia
Notary Public
My commission expires: 8-1-25

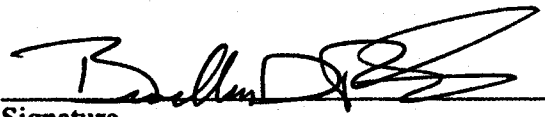


OFFICIAL VOTE TO BE REGISTERED AND RECORDED

I Bradley Reinke, owner at Apple Springs of the following Lot (s) 5
Block (s) 3 with a total number of 1 vote (s), have read the
**PROPOSED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
EASEMENTS AND COVENANTS TO RUN WITH THE LAND** prepared by Michael C.
Loos, Clayborne, Loos & Sabers, LLP on behalf of the stated Declarant, 4 Bears in the Hills
LLC, and vote as follows:

- YES, AND ACCEPT THE PROPOSED CHANGES
- NO, REJECT THE PROPOSED CHANGES

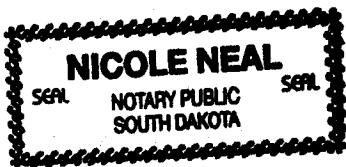
Dated this 27th day of Feb, 2025.

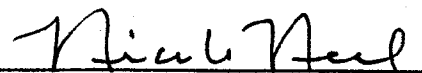
By 
Signature
BRADLEY D REINKE, BDB Development
Print Full Name

_____)
_____) SS
_____)

On this the 27 day of Feb, 2025, before me, the undersigned, personally
appeared Bradley Reinke known to me or satisfactorily proven to be the persons
whose names are subscribed to the foregoing instrument and acknowledged that they executed
the same for the purposes therein contained and, in the capacity, indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.




Notary Public
My commission expires: 8/3/20

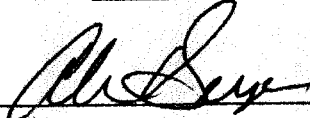


OFFICIAL VOTE TO BE REGISTERED AND RECORDED

I Allen Beyers, owner at Apple Springs of the following Lot (s) 2R and 3A
Block (s) 3 and 8 with a total number of 2 vote (s), have read the
**PROPOSED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
EASEMENTS AND COVENANTS TO RUN WITH THE LAND** prepared by Michael C.
Loos, Clayborne, Loos & Sabers, LLP on behalf of the stated Declarant, 4 Bears in the Hills
LLC, and vote as follows:

- YES, AND ACCEPT THE PROPOSED CHANGES**
 NO, REJECT THE PROPOSED CHANGES

Dated this 11th day of March, 2025.


By 
Signature

Allen Beyers
Print Full Name

Edmunds County)
South Dakota) SS

On this the 11th day of March, 2025, before me, the undersigned, personally
appeared Allen Beyers known to me or satisfactorily proven to be the persons
whose names are subscribed to the foregoing instrument and acknowledged that they executed
the same for the purposes therein contained and, in the capacity, indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public
My commission expires: 9/15/26



OFFICIAL VOTE TO BE REGISTERED AND RECORDED

I Michael Martin owner at Apple Springs of the following Lot (s) 1
Block (s) 14 with a total number of 1 vote (s), have read the
**PROPOSED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
EASEMENTS AND COVENANTS TO RUN WITH THE LAND** prepared by Michael C.
Loos, Clayborne, Loos & Sabers, LLP on behalf of the stated Declarant, 4 Bears in the Hills
LLC, and vote as follows:

- YES, AND ACCEPT THE PROPOSED CHANGES**
- NO, REJECT THE PROPOSED CHANGES**

Dated this 24 day of February, 2025.

By Michael Martin
Signature

Michael Martin

Print Full Name

_____)
_____) SS
_____)

On this the ____ day of _____, 2025, before me, the undersigned, personally
appeared _____ known to me or satisfactorily proven to be the persons
whose names are subscribed to the foregoing instrument and acknowledged that they executed
the same for the purposes therein contained and, in the capacity, indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
My commission expires:

See attached certificate



OFFICIAL VOTE TO BE REGISTERED AND RECORDED

I Joel Christensen owner at Apple Springs of the following Lot (s) 4
Block (s) 19 with a total number of 1 vote (s), have read the
**PROPOSED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
EASEMENTS AND COVENANTS TO RUN WITH THE LAND** prepared by Michael C.
Loos, Clayborne, Loos & Sabers, LLP on behalf of the stated Declarant, 4 Bears in the Hills
LLC, and vote as follows:

- YES, AND ACCEPT THE PROPOSED CHANGES**
 NO, REJECT THE PROPOSED CHANGES

Dated this 20 day of FEB, 2025.

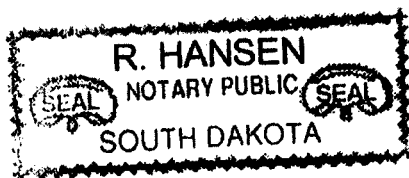
By [Signature]
Signature

Joel Christensen
Print Full Name

Sarah Drake)
Lincoln Cory) SS

On this the 20 day of FEB, 2025, before me, the undersigned, personally
appeared Joel Christensen known to me or satisfactorily proven to be the persons
whose names are subscribed to the foregoing instrument and acknowledged that they executed
the same for the purposes therein contained and, in the capacity, indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



[Signature]
Notary Public
My commission expires: 6/24/25



OFFICIAL VOTE TO BE REGISTERED AND RECORDED

Beck Construction owner at Apple Springs of the following Lot (s) 3A#8
Block (s) 1 with a total number of 1 vote (s), have read the
**PROPOSED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
EASEMENTS AND COVENANTS TO RUN WITH THE LAND** prepared by Michael C.
Loos, Clayborne, Loos & Sabers, LLP on behalf of the stated Declarant, 4 Bears in the Hills
LLC, and vote as follows:

- YES, AND ACCEPT THE PROPOSED CHANGES
- NO, REJECT THE PROPOSED CHANGES

Dated this 21st day of February, 2025

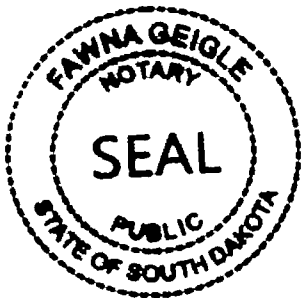
By Roger Beck
Signature
Roger Beck

Print Full Name

State of South Dakota
County of Meade) SS

On this the 21st day of February, 2025, before me, the undersigned, personally
appeared Roger Beck known to me or satisfactorily proven to be the persons
whose names are subscribed to the foregoing instrument and acknowledged that they executed
the same for the purposes therein contained and, in the capacity, indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Fawna Geigle
Notary Public

My commission expires:

**My Commission Expires
February 24, 2028**



OFFICIAL VOTE TO BE REGISTERED AND RECORDED

I Roger Beck, owner at Apple Springs of the following Lot (s) 1B
Block (s) 1 with a total number of 1 vote (s), have read the
**PROPOSED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
EASEMENTS AND COVENANTS TO RUN WITH THE LAND** prepared by Michael C.
Loos, Clayborne, Loos & Sabers, LLP on behalf of the stated Declarant, 4 Bears in the Hills
LLC, and vote as follows:

- YES, AND ACCEPT THE PROPOSED CHANGES
- NO, REJECT THE PROPOSED CHANGES

Dated this 21st day of February, 2025.

By Roger Beck
Signature

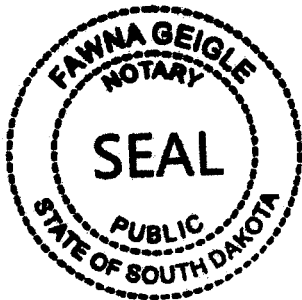
Roger Beck

Print Full Name

State of South Dakota
County of Meade) SS

On this the 21st day of February, 2025, before me, the undersigned, personally
appeared Roger Beck known to me or satisfactorily proven to be the persons
whose names are subscribed to the foregoing instrument and acknowledged that they executed
the same for the purposes therein contained and, in the capacity, indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Fawna Geigle
Notary Public

My commission expires:

My Commission Expires
February 24, 2028



OFFICIAL VOTE TO BE REGISTERED AND RECORDED

I Terry Schiltz, owner at Apple Springs of the following Lot (s) 2B
Block (s) 2 with a total number of 1 vote (s), have read the

PROPOSED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
EASEMENTS AND COVENANTS TO RUN WITH THE LAND prepared by Michael C.
Loos, Clayborne, Loos & Sabers, LLP on behalf of the stated Declarant, 4 Bears in the Hills
LLC, and vote as follows:

- YES, AND ACCEPT THE PROPOSED CHANGES
- NO, REJECT THE PROPOSED CHANGES

Dated this 27 day of FEB, 2025.

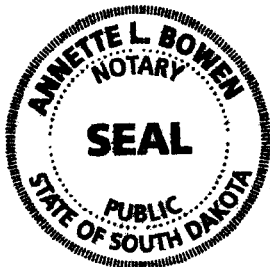
By *Terry Schiltz*
Signature

TERRY SCHILTZ
Print Full Name

_____))
_____)) SS
_____))

On this the 27 day of February, 2025, before me, the undersigned, personally
appeared Terry Schiltz known to me or satisfactorily proven to be the persons
whose names are subscribed to the foregoing instrument and acknowledged that they executed
the same for the purposes therein contained and, in the capacity, indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Annette L. Bowen
Notary Public
My commission expires: 6/18/2025



OFFICIAL VOTE TO BE REGISTERED AND RECORDED

I Gary Jurgens, owner at Apple Springs of the following Lot (s) 12244 Miles Cooper Ct
Block (s) _____ with a total number of 1 vote (s), have read the Sturgis SD 57285

**PROPOSED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
EASEMENTS AND COVENANTS TO RUN WITH THE LAND** prepared by Michael C. Loos, Clayborne, Loos & Sabers, LLP on behalf of the stated Declarant, 4 Bears in the Hills LLC, and vote as follows:

- YES, AND ACCEPT THE PROPOSED CHANGES
- NO, REJECT THE PROPOSED CHANGES

Dated this 7th day of March, 2025.

By Gary L. Jurgens
Signature

Gary L. Jurgens

Print Full Name

_____))
_____)) SS
_____))

On this the 7th day of March, 2025, before me, the undersigned, personally appeared Gary Jurgens known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained and, in the capacity, indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Jessica Wagner
Notary Public
My commission expires: 7-23-2030

OFFICIAL VOTE TO BE REGISTERED AND RECORDED

I Kent Norbeck, owner at Apple Springs of the following Lot (s) 4B, 1
Block (s) 2, 9 with a total number of 2 vote (s), have read the
**PROPOSED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
EASEMENTS AND COVENANTS TO RUN WITH THE LAND** prepared by Michael C.
Loos, Clayborne, Loos & Sabers, LLP on behalf of the stated Declarant, 4 Bears in the Hills
LLC, and vote as follows:

YES, AND ACCEPT THE PROPOSED CHANGES

NO, REJECT THE PROPOSED CHANGES

Dated this 4 day of March, 2025.

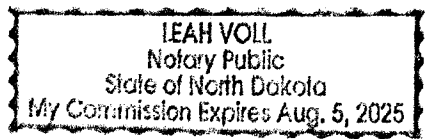
By [Signature]
Signature

Kent Norbeck
Print Full Name

_____)
_____) SS
_____)

On this the 4th day of March, 2025, before me, the undersigned, personally
appeared Kent Norbeck known to me or satisfactorily proven to be the persons
whose names are subscribed to the foregoing instrument and acknowledged that they executed
the same for the purposes therein contained and, in the capacity, indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Leah Voll
Notary Public
My commission expires: Aug 5, 2025



OFFICIAL VOTE TO BE REGISTERED AND RECORDED

I MARLON McMakin, owner at Apple Springs of the following Lot (s) 19, 20, 21 of Block 4
Block (s) _____ with a total number of 5 vote (s), have read the + Lots 19, 20 of Block 20

**PROPOSED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
EASEMENTS AND COVENANTS TO RUN WITH THE LAND** prepared by Michael C. Loos, Clayborne, Loos & Sabers, LLP on behalf of the stated Declarant, 4 Bears in the Hills LLC, and vote as follows:

- YES, AND ACCEPT THE PROPOSED CHANGES
- NO, REJECT THE PROPOSED CHANGES

Dated this 18th day of March, 2025.

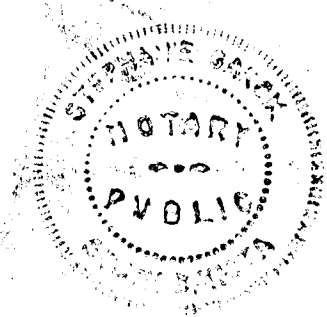
By [Signature]
Signature

MARLON McMakin
Print Full Name

Sturgis)
Meade Co.) SS

On this the 18th day of March, 2025, before me, the undersigned, personally appeared Marlon McMakin known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained and, in the capacity, indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Stephanie Garcia
Notary Public
My commission expires: 8-1-25

