

12. **SIZE OF LOT:** No lot may be subdivided so as to be in conflict with Pennington County's Subdivision Ordinances or the County's Zoning Rules and Regulations.
13. **NUISANCES:** No noxious or offensive trade or activity, as defined by law, shall be carried on upon any lot within the development, nor shall anything be done which may be or become an annoyance or nuisance, as defined by law, to the development or individuals residing or owning property therein.
14. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. No trash, garbage, rubbish or other waste shall be burned upon any lot.
15. **IMPROVED LOTS:** Owners of improved lots must keep them neat and clean in appearance.
16. **CONNECTION TO COMMUNITY WATER SYSTEM:** All lot owners shall receive water service from the central water system servicing the property. No individual water wells or systems shall be permitted, unless otherwise approved by the Developer.
17. **UTILITIES:** All utility lines constructed on any lot after these covenants are recorded with the Register of Deeds Office of Pennington County, South Dakota shall be placed completely underground.
18. **MEMBERSHIP IN WATER ASSOCIATION:** JKRK Properties, LLC. or its successor or transferee, shall be the Owner of the central water system serving the individual lots, including the well, reservoir, common lots and water line distribution system. Each lot owner shall be responsible for maintenance of the service line to the improvements located upon the lot from the main line. Each lot owner shall enter into a standard water users agreement with JKRK Properties, LLC. or its successor, as provided in Exhibit A attached hereto and incorporated herein by this reference.
19. **MEMBERSHIP IN HOMEOWNERS ASSOCIATION:** A Homeowners Association to be known as Sunset Ranch Estates Homeowners Association, Inc., which shall be a non profit corporation organized under the laws of the State of South Dakota, shall be formed at such time as 75 percent of Phase I described above and any other phase(s) to which these Declaration of covenants, Conditions and Restrictions have been annexed have been transferred by JKRK Properties, LLC. to third parties. Each lot owner, by accepting title to a lot, agrees to become a member of the Association. Each lot shall have one vote concerning association members. The Homeowners Association shall have the right to assess fees for payment of taxes, insurance, repairs, replacements, road maintenance and additions therefore; for the cost of labor, equipment, materials, management therefore; and for the supervision to promote the safety and welfare of residents within the development and collect monies for covenants enforcement. The By-Laws of the Homeowners Association will provide that in the event that any lot owner fails to pay the fees assessed by the Homeowners Association, the Homeowners Association shall have the right to place a lien upon the defaulting property owner's lot. Provided, however, this lien shall be subordinate to any first mortgage lien upon the defaulting property owner's lot. Prior to the organization of an Association, all lots that have been transferred to a third