

party by JKRK Properties, LLC. may be assessed a thirty-five dollar (\$35.00) monthly fee per lot for road maintenance and snow removal.

20. ANNEXATION OF ADDITIONAL PROPERTY TO THESE COVENANTS:

The Developer reserves the right to plat additional phase (phases) to Sunset Ranch Estates. The Developer may, but is not obligated to file a document with the Register of Deeds Office Pennington County entitled "Notice of Annexation of Declaration of Covenants, Conditions and Restrictions" which document shall provide that the real property located within such additional phase(s) shall also be subject to this Declaration of Covenants, Conditions and Restrictions the same as if said real property had been included within Phase 1. Provided, however, nothing herein shall prevent the Developer from modifying in total or in part any of the Declaration of Covenants, Conditions and Restrictions pertaining to additional phase(s).

21. ROAD DISTRICT: The Developer or Association shall be responsible for the maintenance of the roads within the subdivision and designated access roads to the subdivision. At such time as twenty percent (20%) or less of the lots in Phase I are sold, the Developer may file the documents required to form a road district. Once a road district has been formed, it would then be responsible for maintenance of the roads within the subdivision and designated access roads to the subdivision.

22. DESIGN COMMITTEE: There shall be established by the Association a Design Committee to enforce these covenants and to administer the portions of these covenants where approval by the Developer is required when ninety percent (90%) or more of the lots in Phase 1 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.

23. ENFORCEMENT: If any person shall violate or threaten to violate any of the provisions of these covenants, any person or persons owning real property within the Sunset Ranch Estates and the Sunset Ranch Estates Homeowners Association, Inc. may enforce these covenants and restrictions and may institute proceedings at law or in equity to enforce the provisions of this declaration to restrain the person violating or threatening to violate and recover damages, actual and punitive, for such violation. If the Developer, the Association or any owner shall be successful in such proceedings, the offending owner shall also be liable to the plaintiff(s) in such action for all attorneys and expert witness fees, costs and expenses of suit.

24. AMENDMENTS OR CHANGES OF COVENANTS: The conditions, restrictions, stipulations, and covenants contained herein, shall be in full force and effect and binding as aforesaid and shall not be waived, changed, abandoned, terminated or amended, except by an instrument duly acknowledged and recorded in the Register of Deeds Office of Pennington County, South Dakota, and executed by fifty-one percent (51%) of the then owners of the lots within the above-described area and included within the boundaries of said subdivision.

Likewise, any amendment or change to the Covenants as allowed by this paragraph shall be executed by fifty-one percent (51%) of the then owners of the lots in Phase 1 and