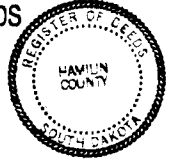


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**AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
NORTHBAY LAKE ALBERT HOMEOWNERS ASSOCIATION**

This amended declaration of restrictive and protective covenants is made by Northbay Lake Albert Homeowners Association, hereinafter referred to as the "Association".

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions of Declarant Lake Albert Development Corporation was made by the developer, Tim Hogan, President of Lake Albert Development Corporation on April 25, 2005 and recorded in the office of Register of Deeds of Hamlin County, South Dakota on April 27, 2005; and

WHEREAS, Amendment To Restrictive Covenants To Annex Additional Property Into Northbay Lake Albert Homeowners Association was made by said developer, Lake Albert Development Corporation, Tim Hogan, on October 8, 2014, and filed in the office of the Register of Deeds of Hamlin County, South Dakota, on the 30th day of October, 2014; and

WHEREAS, Article III, Section 1 of said Declaration of Covenants by Lake Albert Development Corporation, provided that every owner, including the Declarant shall be a member of the Northbay Lake Albert Homeowners Association and by acceptance of a deed acknowledges the authority of the board and the association as herein stated, and agrees to abide by and be bound by the provisions of this said Declaration and shall abide by the provisions of said Declaration, Articles of Incorporation, By-Laws and other rules and regulations of the Association; and

WHEREAS, Article IX, Section 1 of said original Declaration of Covenants provided that the covenants, conditions and restrictions may be amended or terminated and released at any time upon the vote of two-thirds (2/3) of the votes cast by each Member of the Association at a duly held meeting of Members; and

NOW, THEREFORE, in consideration of the mutual covenants contained in these Restrictive Covenants and other good and valuable consideration, the Association hereby declares as follows:

1. That the following real property described below or in EXHIBIT A and B shall be subject to the Declaration of Covenants, Conditions and Restrictions of the Association, filed with the Hamlin County Register of Deeds, said property described as:

Northbay Addition in Government Lot 9 in the Southeast Quarter of Section 26, Township 113 North, Range 53 West and in the Southwest Quarter of Section 25, Township 113 North, Range 53 West, and in the West Half of Section 36, Township 113 North, Range 53 West, all of the 5th P.M., Hamlin County, South Dakota, according to the recorded plat thereof, and

That portion of Government Lot 1 lying within the South 1318 feet of the West Half of the Southwest Quarter, except the South 100 feet thereof, and except Lots 24, 25, 26, 27, 28, 29, 30 and 32 of Northbay Addition, and except Lots 1, 2 and 3 of Northbay Fourth Addition all in Section 25, Township 113 North, Range 53 West of the 5th P.M., Hamlin County, South Dakota, and that portion of Government Lot 9, except Lots 17A, 18A, 19, 20, 21, 22, 23 and 24 of Northbay Addition, all in Section 26, Township 113 North, Range 53 West of the 5th P.M., Hamlin County, South Dakota, according to the recorded plat thereof, and

Lots 15, 16, 17A, 18A, 19, 20, 21, 22, 23, 24, 26A, 27, 28, 29, 30, 32, 33, 34, 35, 36, 38, 39, 40, 41, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57A, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 74, 75, 84, 86, 87, 88, 89, 90, 91, 92, 93, 95, 96, 101A, 102, 103, 104, 106, 107, 108, 128, 134, 135A, 135B, 136, 145, 148, 149, 150, 154 and Track K of Northbay Addition in Government Lot 9 in the Southeast Quarter of Section 26, Township 113 North, Range 53 West and in the Southwest Quarter of Section 25, Township 113 North, Range 53 West and in the West Half of Section 36, Township 113 North, Range 53 West, all of the 5th P.M., Hamlin County, South Dakota, according to the recorded plat thereof, and

Lot 2 of North Bay Second Addition Located in Government Lot 4 in the West Half of Section 36, Township 113 North, Range 53 West of the 5th P.M., Hamlin County, according to the recorded plat thereof, and

Lots 1, 2 and 3 of North Bay Third Addition Located in the West Half of Section 36, Township 113 North, Range 53 West of the 5th P.M., Hamlin County, South Dakota, according to the recorded plat thereof, and

Lots 1 and 2 of Hoyer Addition in the West Half of Section 36, Township 113 North, Range 53 West of the 5th P.M. Hamlin County, South Dakota, according to the recorded plat thereof, and

Lots 1, 2 and 3 of North Bay Fourth Addition Located in Government Lot 1 in the Southwest Quarter of Section 25, Township 113 North, Range 53 West of the 5th P.M., Hamlin County, South Dakota, according to the recorded plat thereof, and

Lots 1, 2, 3 and 9 of North Bay Fifth Addition Located in the West Half of Section 36, Township 113 North, Range 53 West of the 5th P.M., Hamlin County, South Dakota, according to the recorded plat thereof, and

Lots 151, 152 and 153 of North Bay Seventh Addition Located in Government Lot 4 in the West Half of Section 36, Township 113 North, Range 53 West of the 5th P.M., Hamlin County, South Dakota, according to the recorded plat thereof, and

Lots 1 and 2 of Northbay 8th Addition in the Southwest Quarter of Section 36, Township 113 North, Range 53 West of the 5th P.M., Hamlin County, South Dakota, according to the recorded plat thereof, and

Lots 129, 130, 131, 143 and 144 of North Bay 9th Addition in the West Half of Section 36, Township 113 North, Range 53 West of the 5th P.M., Hamlin County, South Dakota, according to the recorded plat thereof, and

Lots 80, 81, 82, 83, 85, 94, 97, 98 and 146 of North Bay 10th Addition in the Northwest Quarter of Section 36, Township 113 North, Range 53 West of the 5th P.M., Hamlin County, South Dakota, according to the recorded plat thereof, and

Lots 121, 122, 123, 124, 125, 126 and 127 of North Bay Eleventh Addition in the West Half of Section 36, Township 113 North, Range 53 West of the 5th P.M., Hamlin County, South Dakota, according to the recorded plat thereof, and

Lots 109, 110, 111, 132, 133, 137, 138, 139, 140, 141 and 142 of North Bay Twelfth Addition in the West Half of Section 36, Township 113 North, Range 53 West of the 5th P.M., Hamlin County, South Dakota, according to the recorded plat thereof, and

Lot 148A Northbay Addition Being Located in Government Lot 9 in the SE1/4 of Section 26, T113N, R53W & in the SW1/4 of Section 25, T113N, R53W & in the W1/2 of Section 36, T113N, R53W, all of the 5th P.M., Hamlin County, South Dakota, according to the recorded plat thereof.

2. That these covenants are made with the agreement and consent of the Association.
3. That these covenants are intended to be a complete restatement of all covenants and restrictions as may have been provided in the original Declarations of Covenants and Amendment thereto, referenced above.

ARTICLE I GENERAL PURPOSE OF COVENANTS

The real property described heretofore is subject to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvements of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of said property; to guard against the

erection of poorly designed or proportioned structures built of improper or unsuitable materials; to insure the best development of said property; to encourage and secure erection of attractive structure and landscaping thereon, with locations thereof on building sites; to prevent haphazard and inharmonious improvements of free spaces between structures, and in general to provide adequately for a high type and quality of improvements in said property, thereby to enhance the values of investments made by lot owners of building sites therein.

ARTICLE II PROPERTY SUBJECT TO DECLARATION

The real property subject to this Declaration is described hereinbefore and in EXHIBIT A and B attached hereto and made a part hereof by reference. Additional real property and personal property including individual lots, corner lots or common property out of, adjacent to or in the immediate vicinity of the land may be added to the Properties by the Association which shall accept, personal property and fee title, leasehold or other property interest in any real property, improved or unimproved. Upon Association's written request, the Association shall convey any unimproved portion of the common area conveyed by the Association for no consideration, to the extent conveyed by the Association in error or needed by the Association to make adjustments and property lines.

ARTICLE III NORTHBAY LAKE ALBERT HOMEOWNERS ASSOCIATION

Section 1. Membership. Every Owner shall be a Member of the NORTHBAY LAKE ALBERT HOMEOWNERS ASSOCIATION, (hereinafter called "Association"), and by acceptance of a deed acknowledges the authority of the Board and the Association as herein stated and agrees to abide by and be bound by the provisions of this Declaration, the Articles of Incorporation, the By-Laws and any other rules and regulations of the Association. In addition to the foregoing, the family guests, invitees and tenants of the Owners shall, while in or on the properties, abide and be bound by the provisions of this Declaration, the Articles of Incorporations, the By-Laws and any other rules and regulations of the Association.

Section 2. Allocation of Voting Rights. Members of the Association shall be all Owners of Lots. Members shall be allocated one vote for each Lot in which they hold interest required for membership by Article III, Section 1 of this Declaration.

Section 3. Change of Membership. Change of Membership in the Association shall be established by recording in the Hamlin County Register of Deeds a deed and by the delivery to the Association a copy of such recorded instrument. The owner designated by such instrument shall, by acceptance of such instrument, become a Member of the Association, and the membership of the prior Owner shall be terminated. In the event a copy of the said instrument is not delivered to the Association, said owner shall become a Member, but shall not be entitled to voting privileges enjoyed by his or her predecessor in interest until delivery of a copy of the conveyance instrument to the Association. The foregoing shall not, however, limit the Association's powers or privileges and the new Owner shall be liable for accrued and unpaid fees and assessments attributed to the Lot acquired. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until time as such Owner of

record transfers or convey his, her or its interest in the real property upon which his, her or its membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall not be separated from, the real property interest upon which membership is based.

Section 4. Indemnification of Officers, Directors and Others. Subject to South Dakota law, the Association shall indemnify every officer, director and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit or other proceedings (including settlement of any suit or proceedings if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this section. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be members of the Association). The Association shall indemnify and forever hold such officers, directors and committee members harmless from any and all liability to others on account of any such contract, commitment or action. The right to indemnification shall not be exclusive of any other rights to which any present or former officer, director or committee member may be entitled. The Association shall, as a common expense, maintain adequate and general liability in officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

ARTICLE IV FUNCTIONS OF ASSOCIATION

Section 1. Functions. The association shall have the power to perform the following functions:

- A. The Association shall provide maintenance of all Parks, Open Space, Surface Water Management Systems, and Common Property and any property or facilities the Association owns or makes available, on a temporary basis, for the primary use and enjoyment of the Association and its Members.
- B. The Association shall provide maintenance of any real property located within EXHIBIT A and B which the Association has accepted an easement for said maintenance.
- C. The Association may provide insect, pest and aquatic control where necessary or desirable in the judgment of the association to supplement the service provided by the state and local governments. The Association reserves a perpetual right on, over and under all Properties to dispense pesticides and take other action, which in the opinion of the Association is necessary or desirable to control insect and vermin. The provisions of this paragraph shall not be construed as an obligation of the part of the Association to provide such services.
- D. The Association shall have the power to take any and all actions necessary to enforce all covenants, conditions and restriction affecting the Properties and to perform any of the

functions of services delegated to the Association in any covenants, conditions or restrictions applicable or in the Articles or By-Laws.

- E. The Association shall have the power to conduct the business of the Association, including but not limited to, the administrative services, such as legal, accounting and financial, and communication services informing Members of activities, notice of Meetings and other important events.
- F. The Association shall provide general liability insurance for any common area and may purchase directors' and officers' liability insurance if it so chooses.
- G. The Association shall establish and operate the Design Review Committee (DRC).
- H. The Association may adopt, publish and enforce such Rules and Regulations as the Board deems necessary.
- I. The Association may conduct improvements on Common Property and easements as may be required to provide the services authorized in this document.
- J. In addition to maintenance herein provided, the Association may provide exterior maintenance to any structure which, in the Association's opinion, requires such maintenance because such structure is being maintained in a sub-standard manner. The Association shall notify the Owner in writing, specifying the nature of the condition to be corrected, and if the Owner has not corrected such condition with fifteen (15) days after the date of said Notice, the Association (after approval of a majority affirmative vote of the Board) may correct such condition. Such maintenance shall include but not be limited to painting, repairs, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. The cost of such maintenance shall be assessed against the Member upon which such maintenance is performed, and shall not be considered part of the annual maintenance assessment charge.
- K. The Association may promulgate rules and regulations respecting the use of Common Property and regulate the use by non-members.
- L. The Association may perform general maintenance on the private roadway located on or near the Property including contracting for snow removal and with approval of a majority of Members of the Association contract with a paving or asphalt company or Hamlin County to pave, asphalt or oil the private roadway.
- M. The Association may carry out any of the functions and services to the extent such maintenance and services can be provided with the proceeds from annual assessments and if, necessary and appropriate, from special assessments. The functions and services carried out or offered by the Association at any particular time shall be determined by the Board taking into consideration proceeds of assessments and the needs of the Members. The functions and services which the Association is authorized to carry out or provide,

may be added to or reduced at any time upon the affirmative vote of a majority of the Board. The Association may provide the permitted services by contract with third parties, including agreements with applicable governmental agencies.

- N. The Association may exercise self-help or taking action to abate in the violation of the governing documents in a non-emergency situation and may exercise self-help in an emergency situation (specifically including, but limited to, the towing of vehicles that are in violation of the covenants, conditions and restrictions).
- O. The Association may set and revise at any time a community-wide standard of conduct, maintenance or other activity generally prevailing at NORTHBAY LAKE ALBERT, or the minimum standards established pursuant to the architectural guidelines, restrictions and rules, and board resolutions, whichever is a highest standard.

ARTICLE V ASSESSMENTS

Section 1. Covenants to Pay Assessment. Each Owner of any Lot shall by acceptance of a deed therefore covenant and agree to all the terms and provisions of this Declaration and shall pay the Association: (1) annual assessment, (2) special assessments and (3) individual assessments; all fixed, established and collected from time to time as hereinafter provided. Each such assessment, together with such interest thereon as may be provided for herein and costs of collection, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. The liability for assessments may not be avoided by waiver of (1) voting rights, or (2) the use of enjoyment of any Common Property, or (3) by the abandonment of the property against which the assessment was made. In the case of co-ownership of a Lot, all co-owners shall be jointly and severally liable for the entire assessment.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the improvements and maintenance of the common areas and to provide services which the Association is authorized or required to provide including, but not limited to, the payment of taxes and insurance on common areas, construction, repair or replacement or improvements, payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions including lawn care of common areas and ditches and snow removal and road maintenance of the private roadway. The Association may establish reasonably necessary reserve funds for: (a) major rehabilitation or major repairs to Common Property that must be replaced on a periodic basis; (b) emergency and other repairs as a result of storm, natural disaster or other casualty loss; and (c) insurance premiums or taxes.

Section 3. Special Assessments. In addition to the annual assessment, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any acquisition, construction and reconstruction, unexpected repair or replacement of a described capital improvement upon Common Property or easements, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of a majority of the votes of Members at a meeting duly held for that purpose.

Section 4. Individual Assessments. The Association may impose an individual assessment upon any Owner whose use or treatment of Common Areas or Lot does not conform with the standards adopted by the Association, or which unduly increases the maintenance cost to the Association. The Association may also impose an individual assessment upon any Owner receiving exterior maintenance as contemplated in these Covenants, Conditions and Restrictions. The amount of such assessment shall be equal to such cost incurred, plus ten percent (10%) of the cost for administration, and may be enforced in the manner provided for any other assessment.

Section 5. Maximum Annual Assessments.

- A. During the period commencing January 1, 2021 and ending December 31, 2021, the assessment shall be Three Hundred Fifty Dollars (\$350) per Lot, plus amounts assessed under Special Assessments.
- B. From and after the expiration of the period stated above, the maximum annual assessment (as distinguished from special assessments) may be increased each year without a vote of the Members by a sum not exceeding ten percent (10%) of the maximum assessment for the previous year.
- C. The maximum assessment may be increased above the stated value by a majority vote of the Members.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessment provided herein shall be due and payable in full within thirty (30) days of the billing date thereof. The Board shall determine any changes and notify the Lot owners in writing within thirty (30) days of the due date.

Section 7. Due Date of Special Assessments. Except as otherwise expressly provided herein, the due date of any special assessment or individual assessment shall be fixed in the resolution authoring such assessment.

Section 8. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If any of the assessments set forth above are not paid on or before the due dates, the entire aggregate amount of such unpaid assessments shall, together with interest thereon and costs of collection thereof as hereinafter provided, be deemed delinquent and in default and shall be a charge and continuing lien on the Lot of the Owner against whom each such assessment is made, such Owners heirs, devisees, personal representatives and assigns. The obligation to pay such assessments, together with interest thereon and costs of collection, however, shall remain a personal obligation of the Owner of such Lot at the time when the assessments fell due. The association may record a notice of lien for delinquent assessment or in the alternative file a civil action requesting a Judgment and may foreclose the lien in the same manner as a mortgage.

If the assessments are not paid within thirty (30) days after the delinquency date a late charge of five percent (5%) of the assessment shall be due and payable and the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner to foreclose the lien against the property, and the Lot owner shall be required to pay attorney fees and costs of the action.

Section 9. Subordination of the Lien. The lien of the assessment provided for herein is subordinate to the lien of any first mortgage now or hereafter placed upon a Lot.

Section 10. Cost of Collection. The Association shall be entitled to its costs of collection and attorney fees from any Owner against whom an assessment must be enforced.

ARTICLE VI EASEMENTS

Section 1. Appurtenant Easements. The Association grants to all Owners (and their guests, lessees and invitees) as an appurtenance to and as part of the ownership held by such Owner, but subject to this Declaration, the Articles and By-Laws of the Association and the rules promulgated by the Association, a perpetual non-exclusive easement for ingress and egress over, across and through and for the use and enjoyment of all property marked on the master plat, as may be amended from time to time, as Common Property, which Common Property is an intrinsic and appurtenant part of the value of the Lots; such use and enjoyment to be shared in common with the other Owners, their guests, lessees and invitees.

Section 2. Utility Easements on Common Property. The Association reserves the right to grant easements to any private company, public or private utility or governmental authority providing utility and other services within, upon, under and across the Common Property. Said easements shall provide for the purpose of maintenance, installation, repair, replacement, alteration and operation of sewer lines, waterlines, water works, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, pipes, wires, power lines, electrical lines, telephone service, gas lines, valves, gates, pipelines, cable television services, alarm systems and all machinery and apparatus appurtenant thereto to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners and the Common Property. The size, width and location of all such easements will not unreasonably interfere with the use of any improvements.

Section 3. Utility Easements. The Association reserves an easement both under and over ground covering a strip of land twenty (20) feet at the back or front of each Lot platted, as it abuts the private drive, for maintenance, installation, repair, replacement, alteration and operation of sewer lines, waterlines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, pipes, wires, power lines, electrical lines, telephone service, gas lines, valves, gates, pipelines, cable television services, alarm systems and all machinery and apparatus appurtenant thereto to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to the Lot owners, the Common Property or Golf Course. The size, width and location of all such easements will not unreasonably interfere with the use of any improvements.

Section 4. Golf Play Easement. Each lot abutting or continuous to or adjacent to the golf course or golf club shall have reserved from the title thereof, for the benefit of the Association, golf course owner and any golf club (and its members) as might be organized by the Association in respect to the operation of a golf course or golf club, by recordation of this declaration, perpetual, alienable, and transferable easement over, across, and upon each such lot to permit the doing of every act necessary and proper to the playing of golf on the golf course, which easements are expressly hereby reserved and established. The acts regarding the playing of golf on the golf course shall include, but not be limited to, the recovery of golf balls from any area on such lots, the flight of golf balls over and upon such lots, the use of necessary and usual equipment upon the golf course, the usual and common noise level created by playing of the game of golf, and the maintenance of any golf course or golf club together with all other common and usual activities associated therewith, and with all the normal and usual activities association with the operation of a golf course or golf club. Nothing herein shall, however, 1) relieve any participant in the game of golf from liability, if any, for physical damage to any existing improvements on such lots abutting of contiguous to or adjacent to the golf course or the golf club; or 2) permit golf play on any lot as this reserved easement that limits golf play to the golf course. Notwithstanding anything herein to the contrary, no fence or other object shall be constructed on any lot that interferes with the easement rights herein contained. Any lot immediately adjacent to any golf course will carry a non-exclusive easement in favor of the adjacent golf course for overspray of water from the irrigation system serving it. Under no circumstance shall the Association or the owner of such golf course be liable for such damage or injuries resulting from such overspray or exercise of this easement.

Section 5. Easements for Utilities Connection for Golf Course. It is hereby reserved to the Association in interest to the golf course and the golf club (and its members), the perpetual, alienable, and transferable right and easement to connect to and otherwise enjoy any and all utility services as might exist in the common area for the benefit of the future development of the golf course and the golf club pursuant to the terms of this declaration. There is hereby further reserved to the Association in interest to the golf course and the golf club (and its members), for the benefit of the golf course and the golf club (and its members), the right and easement across, over, under, and upon the common area and those portions or lots (excepting residential units) as might be reasonably necessary, for the installation, maintenance, repair, replacement, and use of utility facilities and distribution lines, including without limitation drainage systems, storm sewers, irrigation systems, and electrical, gas, telephone, water, sewer, and master television antenna and/or cable system lines, and for the drainage and discharge of surface water onto and across the community, provided that such drainage and discharge shall not materially damage or affect any lot or any residential units or improvements as might be located on any lot from time to time, and provided further that such easement shall expressly include the right of the Association to attach to and otherwise enjoy such utility irrigation systems, facilities, and distribution lines, including but not limited to drainage systems, storm sewers, and electrical, gas, telephone, water, sewer, and other utility systems as might exist in the common area and lots (excluding in residential units), all for the benefit of the golf course and its members and the golf club and its members.

ARTICLE VII
ARCHITECTURAL CONTROL

Section 1. Establishment of Design Review Committee. There is hereby established a Design Review Committee (DRC).

Section 2. Members, Duties of and Functions of DRC. The members, duties, powers and responsibilities of the DRC shall be as follows:

- A. The DRC shall consist of the Northbay Lake Albert Homeowners Association Board. A record of the Members of the DRC shall at all times be kept at the office of the Association and such information shall be provided to any Owner or prospective purchaser of any Lot upon request.
- B. The duties of the DRC shall include the specific approval or veto of all architectural, engineering, platting, planning, landscaping aspects and approval of general contractors, builders and sub-contractors of any improvement or development of individual units or buildings as well as the general plan for development of any individual Lot. The DRC may also, in its sole discretion, impose standards of architectural and landscaping design, elevation, building setback lines or the general plan for development, which standards are greater or more stringent than standards prescribed in applicable building, zoning, planning or other local governmental codes.
- C. No building, sign, outside lighting, fence, hedge, wall, walk or other structure shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change or alteration therein or thereto be made until the plans and specifications showing the nature, kind, shape, exterior paint color, height, materials, floor plans and specifications showing the nature, kind, shape, height, materials, floor plans and the location of same shall have been submitted to and approved in writing by the DRC. Refusal of approval of plans, specifications or location may be based upon any grounds, including purely aesthetic consideration, which the DRC, in its sole and uncontrolled discretion, deems sufficient.
- D. Changes in paint color(s) to existing homes, garages, sheds or building will be submitted to the DRC for review and approval.
- E. As part of the application process, one (1) complete set of plans and specifications prepared by an architect or other person found to be qualified by the DRC shall be submitted for approval at least sixty (60) days in advance of the planned construction date by written application on such form as may be provided or required by the DRC. In the event the information submitted to the DRC is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional supplemental information. The name, address and phone number of the general contractor and list of main sub-contractors shall be provided with the required plans and specifications.
- F. The DRC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons, provided

such approval is not unreasonable or capriciously withheld. The DRC shall further have the right to refuse to approve the general contractor, builder and sub-contractors provided such approval is not unreasonable or capriciously withheld. In approving or disapproving such plans, applications, contractors, builders and sub-contractors the DRC shall consider the suitability of the proposed building, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property and past experiences with and abilities of the contractors, builders and sub-contractors.

- G. There is specifically reserved unto the DRC the right of entry and inspection upon any Lot for the purpose of determination by the DRC whether there exists any construction of any improvement which violates the terms of any approval by the DRC of the terms of this Declaration or of any other conditions and restrictions. The DRC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, and if successful the Association shall be entitled to recovery of all court costs, expenses and reasonable attorney fees in connection therewith. The Association shall indemnify and hold harmless the DRC from all costs, expenses and liabilities, including attorney fees, incurred by virtue of any member of the DRCs service as a member of the DRC.
- H. The DRC has the right, but not the obligation, to grant waivers for minor deviations and infractions of this Declaration. The granting of any waiver for any portion of the properties may be given or withheld in the DRCs sole discretion and prior grant of a similar waiver shall not impose upon the DRC the duty to grant new or additional requests for such waivers.
- I. The Association, the DRC or any officer, employee, director or Member thereof shall not be liable for damages to any person submitting plans and specifications for approval by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval, disapproval or failure to approve any plans and specifications. Each person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that the copies of all such plans and specifications shall be the property of the DRC and the Association and that it will not bring any action or suit against the Association-or DRC to recover any such damages.

ARTICLE VIII RESTRICTIONS AND COVENANTS

Section 1. Compliance by Owners; Restrictions and Covenants. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations adopted by the Association.

Section 2. Residential Use. The property described in EXHIBIT A & B attached is hereby restricted to residential usage only, and in no manner may be used for any commercial purposes or for any type of equipment or material storage. Home offices are acceptable provided the business shall not involve continual visits by walk-in customers or the general public, there is no

external evidence of a business operation, and there is minimal additional vehicular traffic as a result of the business.

Section 3. Mobile Homes, Temporary or Incomplete Structure. No mobile or manufactured home shall be allowed on any lot. All residences must be completed on the outside in accordance with the original plans and specifications, including finishing, treating or painting of all exterior surfaces before occupancy. No detached garage, shed or building may be constructed or occupied before the main home structure is completed.

Section 4. Nuisance. All lots shall at all times be kept in a neat, clean and sightless condition. All lots shall be mowed at a minimum of once a month. No trash, rubbish, machinery, inoperable or junk vehicles, building materials or appliances shall remain exposed on any lots as to be visible from other property or roadways. No part of any lot shall be used as a dumping ground for junk, trash, sewage, rubbish or garbage. Machinery trailers, garden and maintenance equipment shall be kept at all times, except when in use, in an enclosed structure or screened from view. Refuse, garbage and trash shall be kept at all times in a sanitary container. No lumber, shrub or tree clippings, or plant waste or metals or bulk material or scraps of refuse or trash or unlicensed automobiles, parts, machinery or equipment shall be kept, stored, or allowed to be accumulated on any of the sites. The DRC, of its own motion, or the committee's designee, may enter on a lot to remove any of the foregoing and the cost of such removal shall be chargeable to the owner of the offending lot. Any such entry shall not be deemed a trespass. Further, the owner of any lot shall not suffer or permit any noxious, dangerous, or offensive activity to be conducted, carried on, or practiced in any dwelling, building, or on any of the lots of the real property.

Section 5. Restrictions Against Pollution of Water. In the interest of public health, sanitation, protection of the water supplies, recreation, wildlife, and protection of Lake Albert, no owner shall use, for any purpose, the described real property in such a manner that may result in the pollution of the lake or any waterway that flows through or adjacent to such property with refuse, sewage, or material that might tend to pollute the waters or otherwise impair the ecological balance of the surrounding land.

Section 6. Water and Sewer. All residential dwellings shall connect to a septic system or common sewer system and to Rural Water.

Section 7. Livestock and Poultry. No horses, cows, other animals, or poultry of any kind shall be raised, bred, or kept on any lot except for a reasonable number of domestic household pets, such as dogs and cats, may be kept, provided they are not maintained for commercial purposes, and do not make objectionable noises or become an annoyance or nuisance of any sort to the neighborhood.

Section 8. Fences. No fence or wall shall be erected or maintained on any lot within the real property unless approved by the DRC.

Section 9. Shoreline Stabilization. No rock, concrete, metal or other foreign object shall be erected for purposes of shoreline stabilization or landscaping along the shoreline unless approved by the DRC.

Section 10. Height and Grade. No grantee or owner or any person or persons claiming under him shall or will at any time raise the grade of any lot within the real property, above the grade established at the time of initial transfer by the Grantor unless approved by the DRC.

Section 11. Signs. No signs for advertisement of any kind shall be displayed on any lot to the public except as follows:

- A. One sign bearing the name of the occupant.
- B. One sign advertising the property for sale or rent.
- C. Necessary street number or other identification numbered signs.
- D. Signs used by builder or developer to advertise the property during the construction, development and sales period.

Section 12. Trees and Shrubbery. Natural beauty, wherever possible, shall remain. No Boxelder, Siberian (Chinese) elm, American elm, native cottonwood, cedar, or other such noxious trees shall be planted on any part of the subdivision. The Association encourages the planting of as many trees and shrubbery as possible to enhance the natural beauty of the development.

Section 13. Vehicle Parking. No bus, boat, RV or trailer shall be parked in the street. No unregistered or inoperable motor vehicle may be disassembled, serviced, repaired or stored on any street or on any of the lots except in an enclosed garage. Additionally, no bus, RV, motor home or similar trailer or vehicle shall be parked on a lot for more than two consecutive weekends.

Section 14. Completion of Construction. All exterior construction of the primary residential structure, garage, porches and any other appurtenances or appendages of every kind and character on any Lot shall be completed not later the twelve (12) months following the commencement of construction.

Section 15. Placement Back from High Water Mark. No attachment, extension or part of any permanent structure shall be permitted within one hundred (100) feet of the high water mark as defined and shown in the Master Plan and the Plat of record, except with approval of the DRC. Decks may be within one hundred (100) feet if approved by the DRC.

ARTICLE IX GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions shall run with and bind the Properties, and shall inure to the benefit of and be enforced by the Association and any owner, their respective legal representatives, heirs, successors and assigns, for a period of five (5) years from the date this Declaration is recorded. Upon the expiration of said five (5) year period the covenants, conditions and restrictions shall be automatically renewed and extended for successive five (5) years periods. However, the covenants, conditions and restrictions may be amended or terminated and released at any time upon the vote of, two-thirds (2/3) of the votes cast by each Member at a duly held meeting of Members.

Section 2. Enforcement. Enforcement of the covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Association or any Owner against any other lot owner violating or attempting to violate or circumvent and covenant, condition or restriction, either or restrain violation or to recover damages, and to enforce any lien created by this Declaration.

Section 3. Golf Lot Disclosure and Liability of Developer. The property is located adjacent or in close proximity to a proposed golf course. All lot owners acknowledge that owning the property adjacent or in close proximity to the proposed golf course involved certain risks that may have an impact and effect upon lot owner's enjoyment of the property. Lot owners acknowledge that such risks may include, by way of example and not as limitation, noise associated with the playing of golf, golf tournaments, maintenance of the golf course and with the using of the proposed golf course and golf club's facilities; golf balls being his onto lot owner's property, with the potential of causing bodily injury or physical damage to any improvements or personality; and golfers entering lot owner's property to retrieve errant golf balls. Lot owners assumes all such risks and agrees that neither the Association or golf course or club shall be liable to lot owner or to any person claiming any loss or damage, including without limitation, actual, indirect, special, or consequential loss or damage arising from personal injury, destruction of property, trespass, or any other alleged wrong or entitlement to remedy based on, due to, arising from, or otherwise related to the proximity of lot owner's property to the proposed golf course or golf club or any portion thereof. Lot owners indemnify and hold harmless the Association and the golf course or golf club against any and all claims Lot owner's guests, invitees, or licensees, of any nature whatsoever, based on, due to, arising from, or otherwise related to the proximity of lot owner's property to the proposed golf course or golf club, or any portion thereof, including without limitation, all costs of litigation and attorney's fees incurred by the Association.

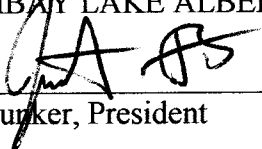
Section 4. Private Amenities. Neither membership in the Association or ownership or occupation of a lot shall confer any ownership interest in or right to use any private amenity including the golf course. Rights to use the private amenities will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the respective owners of the private amenities. The owners of the private amenities shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective private amenities, including without limitation, eligibility for the duration of use rights, categories of use and extent of use privileges, and number of users, and shall have the right to reserve use rights and to terminate use rights altogether, subject to the terms of any written agreements with their respective members. The Association or the owner of any private amenity, does not guarantee or represent that any view over and across the private amenity from lots adjacent to the private amenity will be preserved without impairments such as landscaping and the natural growth of trees. In addition, the owner of any private amenity which includes a golf course, may, in his sold and absolute discretion change the location, configuration, size and elevation of the tees, bunkers, fairways, and greens from time to time. Any such additions or changes may diminish or extract any view from the lots in any express or implied easements for new purposes or for the passage of light and are hereby disclaimed.

Section 5. Assumption of Risk and Indemnification. Each owner, by its purchase of a lot in the vicinity of any private amenity (golf course) hereby expressly assumes the risk of noise, personal injury, or property damage caused by maintenance and operation of any such private amenity, including, without limitation: (a) noise from maintenance equipment (it being specifically understood that such maintenance typically takes place around sunrise or sunset), (b) noise caused by golfers and spectators and general noise of golf tournaments, (c) use of pesticides, herbicides, and fertilizers, (d) view restrictions caused by maturation of trees and shrubbery, (e) use of effluent in the irrigation or fertilization of any golf course, (f) overspray of water from the golf course sprinkler system on residential lots, (g) reduction in privacy caused by golf traffic on the golf course or the removal of pruning or shrubbery or trees on the golf course, (h) errant golf balls and golf clubs and (i) design of the golf course.

Each such owner agrees that neither the Association, any of the Association's affiliates, nor the golf course or golf club shall be liable to any owner or any other person claiming any loss of damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment, or any other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise related to the proximity of the owner's lot to any golf course, including, without limitation, any claim arising in whole or in part from the negligence of the Association, any of the Association's affiliates or agents and the golf course or golf club. The owner hereby agrees to indemnify and hold harmless the Association, the Association's affiliates and agents and the golf club against any and all claims by owner's visitors, tenants, or others upon such owner's lot.

IN WITNESS WHEREOF, the Association has executed this Declaration this 11th day of September, 2021.

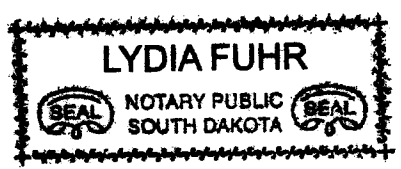
NORTHBAY LAKE ALBERT HOMEOWNERS ASSOCIATION

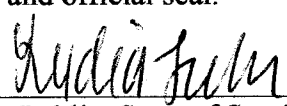

Justin Bunker, President

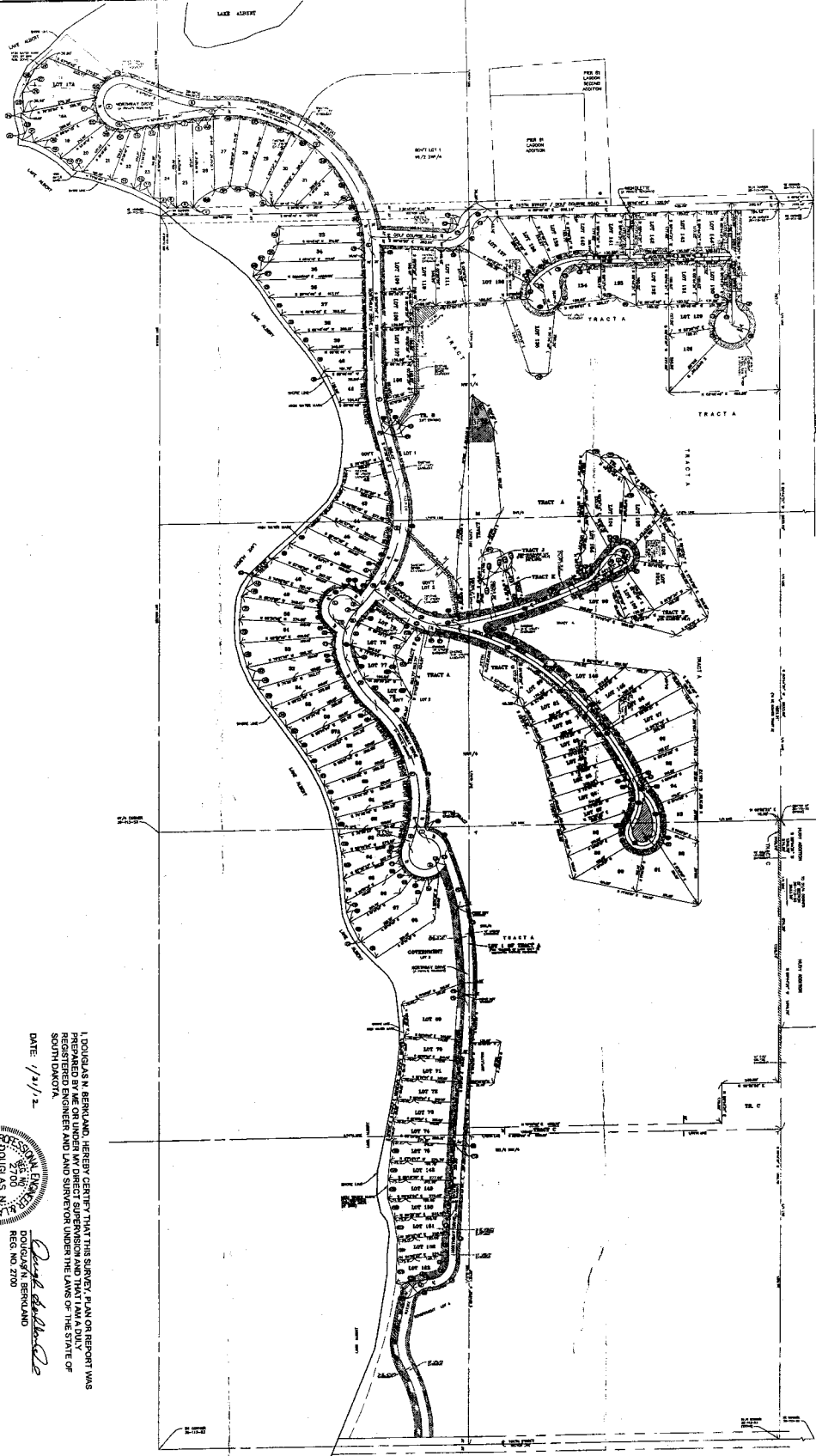
STATE OF SOUTH DAKOTA)
:SS
COUNTY OF HAMLIN)

On this the 11th day of September, 2021, before me, Lydia Fuhr, the undersigned officer, personally appeared JUSTIN BUNKER, who acknowledge himself to be the President of NORTHBAY LAKE ALBERT HOMEOWNERS ASSOCIATION, a South Dakota Corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

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




Notary Public, State of South Dakota
My Commission Expires: 08-17-2022



I, DOUGLAS N. BERGLAND, HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA.
 DATE: 1/21/12
 DOUGLAS N. BERGLAND
 REG. NO. 2700



PRODUCT NO.:	1822
DATE:	1/21/12
CREATED BY:	NIA
APPROVED BY:	DNB
REVISION DATE:	
OVERALL PLAT	1

JARED GASS
 NORTHBAY ADDITION OVERALL MAP
 PLATTED LOTS
 LAKE ALBERT

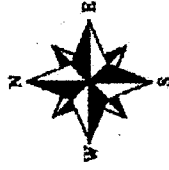


216 S. Duluth Avenue • Sioux Falls, SD 57105
 Phone: (605) 332-7211 • Fax: (605) 332-7242

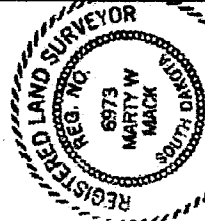
Engineering Solutions

Plat of

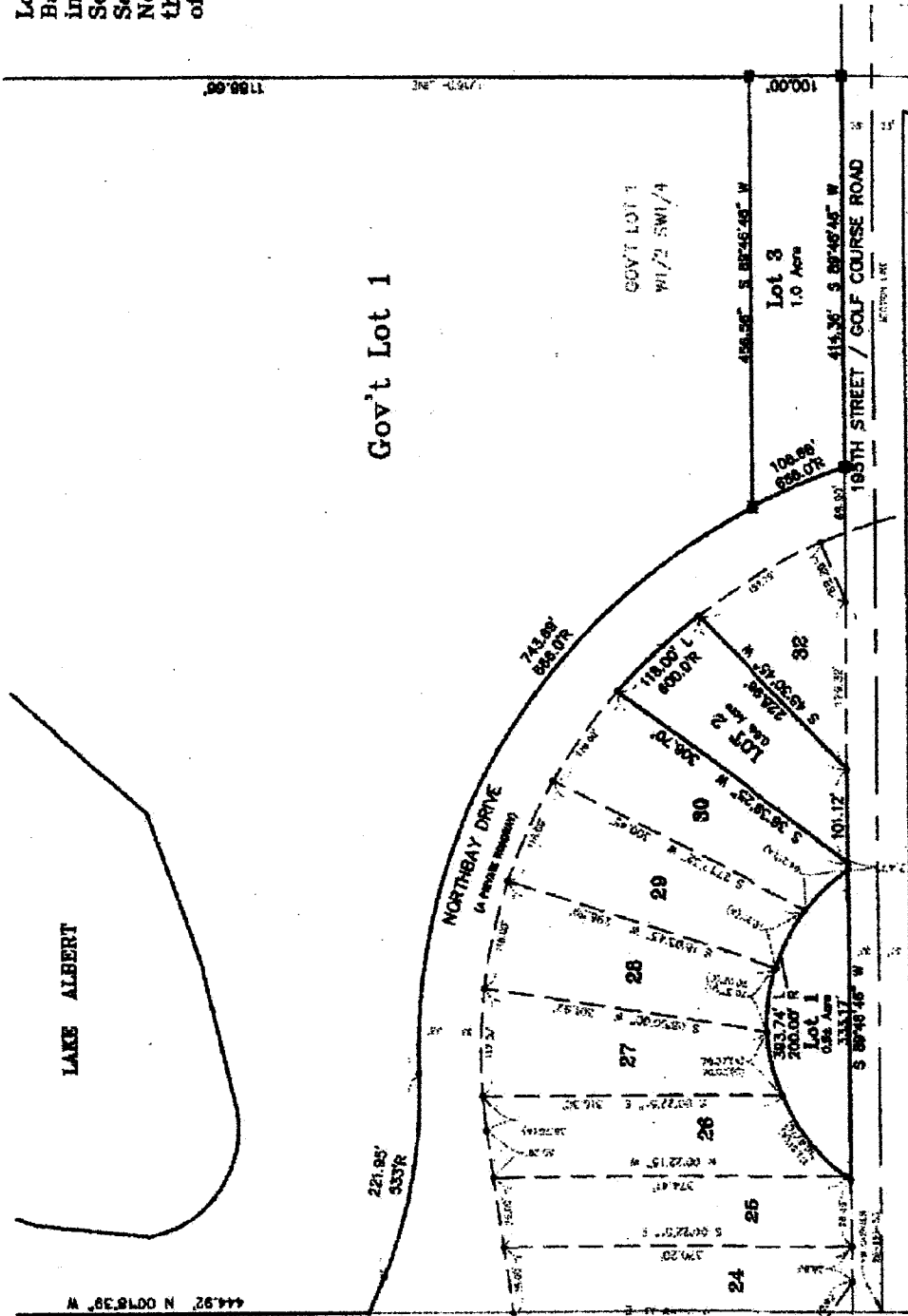
Lots 1, 2 and 3 of North Bay Fourth Addition Located in Government Lot 1 in the Southwest Quarter of Section 25, Township 113 North, Range 53 West of the 5th P.M., in the County of Hamlin, South Dakota.



August 2014
 Scale: 1"=120'
 ● Monument Recovered
 ■ Monument Set



Marty W. Mack
 Registered Land Surveyor



Mack
 Land Surveying, LLC
 Cell: (605) 864-3194 • Phone: (605) 674-0401
 202 34th St. NW • Waterville, SD 57251
 mack@mackland.com