

Prepared By:

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**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS RESTATEMENT is made this ____ day of _____, 2026, by the undersigned owners of the real property legally described below, who constitute not less than seventy-five percent (75%) of the owners of the Lots described below:

RECITALS

A. On April 29, 1996, Sandstone Hills, L.L.C., as Declarant, recorded against the following real estate in Lawrence County, South Dakota, to-wit:

Tract A of Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota:

Block 1: Lot 26;
Block 3: Lots 1 through 8, inclusive;
Block 4: Lots 1 through 8, inclusive;
Block 6: Lot 20;
Block 10: Lots 1 through 12, inclusive;
Block 11: Lots 1, 3 through 23, inclusive,

a *Declaration of Covenants, Conditions and Restrictions* (hereinafter referred to as the "Covenants") with the Lawrence County Register of Deeds as Doc# 96-1701.

B. The real estate referenced in Recital B has been replatted and is now legally described as follows:

Lots 1A-1 and 1B-1, 2A 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7 through 20, 21R, and 22 through 26 of Block 1, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 1 through 18 of Block 2, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 1 through 5, 6A, 7A Revised, and 8A of Block 3, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 1 through 7, 8A, 9A, 10A, 11A, 12A, 13, and 14 of Block 4, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6BR, 7A, 7B, 8A, 8B, and 9 through 20 of Block 6, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 1 through 11 and 12A of Block 7, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 1 through 19 of Block 9, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 1 through 4, 5R, 6R, 7R, 8 through 10, 11R, and 12 through 23 of Block 10, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 1, 2, 3R, 4AR, 5A, 6 through 13, 14A, 15R, 16R, 17AR, 18A, 19 through 22, and 24 through 26 of Block 11, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 1, 2, 3A, 4, and 5 of Block 12, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 1 and 2 of Block 13, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 1, 2A, 2B, 2C, 2D, 2E, 2F and 2G of Block 14, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 3A, 4A-1 and 4A-2 of Block 14, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 5A-1, 5B-1, 5C-2, 5G-1, 5H-1 and 5J-1 of Block 14, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 6, 7A, 7B, 7C-1, 7D, 7E, 7F-1, and 7G-1 Block 14, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 8A-1, 8B-3 and 8C-1 of Block 14, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 9A-2, 9B, 9C-1, 9D, 9E of Block 14, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 10R-1 and 10R-2 of Block 14, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 11A-1, 11A-2, 11B, 11C, 11D, 11E, 11F, 11G, 11H, 11J, 11K, 11L, 11M, 11N, 11P, 11R, 11S-1, and 11S-2 of Block 14, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 13A-1, 13B-1 and 13B-2 of Block 14, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 14A and 14B of Block 14, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 15, 16, 17A and 17B of Block 14, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 18A-1, 18B, 18D-1A Revised, 18ER, 18F, 18GR, 18 H-1, 18J-1 and 18J-2 of Block 14, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 19, 20A, 20B, 21AR, 21B, 22A, 22B-1 and 22B-2 of Block 14, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 23R2, 24AR2, 24BR, 24CR, 24D, 24E, and 24F of Block 14, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lots 26 through 28, 29A, 29B, 30A, 30B, 31A, 31B, and 32A of Block 14, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota;

Lot 1, remainder of Lot 2, Lots 3A Revised, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8, 9, 10A, 10B, 10C, 10D, 11A, 11B, 12A, 12B, 13A, 13B, 14A, 14B, 14C, and 14D of Block 15, Sandstone Hills Addition to the City of Spearfish, Lawrence County, South Dakota; and,

Lots 1A, 1B, 1C, 2A, 2B, 2C, 2D, 3R, 4R, 4R and 6R of Sandstone Village to the City of Spearfish, Lawrence County, South Dakota.

C. Sandstone Hills, L.L.C., no longer owns any interest in the above-described real estate.

D. Pursuant to Article XV, Section 3, this Amendment is executed by seventy-five percent (75%) of the owners of the Lots subject to the Covenants and will be recorded with the Lawrence County Register of Deeds.

AMENDMENT

WHEREFORE, the undersigned Lot owners hereby amend the Covenants as follows:

1. Article XV, Section 3, of the Covenants, *Amendments*, shall be amended in its entirety to read as follows:

These Covenants shall run with the land for a term of twenty (20) years from the date this Amendment is recorded, after which time they shall automatically be extended for successive periods of ten (10) years.

These Covenants may be only be amended pursuant to the following process:

A meeting of the members must be called for the purpose of amending the Covenants. Such meeting may occur at the Annual Meeting or at a Special Meeting. Written or emailed notice of the date and location of such meeting, along with a copy of the proposed amendment or a summary of the changes to be affected thereby, shall be given to all lot owners at least twenty-one (21) days prior to the meeting by reasonable

methods. A notice shall comply with this provision if it is mailed a postmarked at least twenty-one (21) days prior to the meeting. The procedure for calling such Annual or Special Meeting shall be pursuant to the Bylaws of the Sandstone Hills Homeowners Association, Inc.

Any amendment must obtain the consent of at least one (1) owner of at least **one hundred fifty-five (155)** lots to be valid. If at such meeting at least one (1) owner of each of at least **one hundred fifty-five (155)** lots subject to the Covenants votes in favor of the amendment, the Covenants shall be amended as proposed. Only one (1) vote per lot is permitted and the owners of each lot shall determine amongst themselves how the vote will be cast; however, only one (1) owner shall be permitted to cast a vote.

If there are insufficient votes in favor of the amendment at such meeting, the vote shall remain open forty-five (45) days after the meeting. During such forty-five (45) day period, any lot owner may vote in favor of the amendment as proposed by providing to the Association the original of a written, signed, and notarized vote in favor of the proposed amendment. Again, only one (1) vote per lot is permitted and the owners of each lot shall determine amongst themselves how the vote will be cast; however, only one (1) owner shall be permitted to cast a vote. If, within such forty-five (45) day period, sufficient original written, signed, and notarized votes in favor of the amendment are received by the Association so that, when added to the votes cast in favor of the amendment, there are at least **one hundred fifty-five (155)** lot votes in favor of the amendment as proposed, the Covenants shall be amended as proposed. A mailed vote shall comply with this provision if it is received and postmarked within such forty-five (45) day period.

If, during the forty-five (45) day period, sufficient written, signed, and notarized votes in favor of the amendment to reach the requisite **one hundred fifty-five (155)** lot votes in favor of the amendment are not received, the proposed amendment shall be denied. The proposed amendment may be reintroduced, but the process must be restarted from the beginning.

The amendment, if approved by a requisite number of votes, shall be formalized in an instrument which is signed by the President and Secretary of the Sandstone Hills Homeowners Association, Inc., and recorded with the Lawrence County Register of Deeds against all Lots subject to these Covenants.

2. Other than as amended herein, the Covenants shall remain in full force and effect and the undersigned hereby ratify the same.

[SIGNATURES ON FOLLOWING PAGES]