

Board Approved 2-14-2024 and reviewed at the annual

Copperfield Vistas Homeowners Association

Confidential Covenant Enforcement Request

ACE Property Management, 809 South Street, Suite 205, Rapid City, SD 57701

Email: CopperfieldVistas@goACEpropertymanagement.com

Members of the Copperfield Vistas Homeowners Association may submit a written or emailed complaint to the Association's property manager for alleged Covenant Violations. The requests may be submitted on this form and mailed or emailed to the above address or the same information can be included in the body of an email. Upon receipt, you will be contacted for further information. **ACE Property Management will not disclose the name of the person(s) that provide complaint information unless legally required to do so.**

Complainant Printed Name _____ Occurrence Date _____

Complainant Phone No. _____ Email Address _____

Address of Alleged Covenant Violation _____

Please list the Article number(s) below that you allege is being violated _____

Partial list of Covenant article sections, please see formal Covenant document for a complete list

Section 1. Use of Lot ...residential lot shall be used for residential purposes only and not for any business, trade, commercial...except...as consistent with applicable Ordinances of the City of Rapid City.

Section 2. Sales Facilities of Declarant. ...permitted to maintain during construction...a business office...

Section 3. Construction. All construction...All homes shall be at least (*material and location description*)... During the time there are Class B Members...the Declarant shall have the exclusive authority, in its sole discretion, to approve or disapprove any request for a variance from these standards. Thereafter the Architectural Committee of the Association shall have that authority and discretion to approve or disapprove any such request in its sole discretion.

Section 4. Exterior Appearance. The exterior of every building shall be composed of one or a combination of the following (*materials*)...approved in advance of construction by the Declarant. During the period of time when there are Class B Members...such approval authority will be exercised by the Declarant. When there are no longer Class B Members of the Association, the Architectural Control Committee...shall have the approval authority... When there are no longer Class B Members...the architectural Control Committee shall have the authority to approve colors.

Section 5. Approval by Architectural Control Committee. During the period of time when there are Class B Members...no building shall be erected, placed, or altered on any lot until the construction plans and specifications and the plan showing location...have been approved by the Declarant as to the quality of... harmony of...with existing structures... When there are no longer any Class B Members...such control and approval shall be exercised by the Architectural Control Committee...requirements...shall be cumulative to any required approval from the City of Rapid City on such matters.

Section 6. Architectural Control Committee. During the period when there are Class B Members...the Declarant...shall have all power and authority of the Architectural Control Committee provided herein. When there are no longer Class B Members...an Architectural Control Committee shall be appointed by the Board of Directors... The terms ...shall be for a period of three (3) years...staggered...one expires each calendar year. Eligibility...limited to Owners...remaining members...designate a temporary successor until a successor is appointed by the Board...Neither the members...nor its designated representative shall be entitled to any compensation for services performed. The Committee's approval or disapproval...shall be in writing. In the

event...fails to approve or disapprove in thirty (30) days after such submission or in the event if no suit to enjoin the construction has been commenced prior to the completion of the construction, approval will not be required...related Covenants shall be deemed to have been fully complied with.

Section 7. Location of Buildings. ...No single family residence shall be located...where the distance (is) less than between the front property line...and the exterior surface of the front wall of the garage is less than eighteen feet (18), nor where the distance between the front property line of the lot and the front surface of the front deck or porch...is less than fifteen feet (15'), nor where the distance between the exterior surface of any side wall of such residence is less than eight feet (8') from the interior side lot lines (or such greater setback as required by the City of Rapid City), nor where the distance between the exterior surface of any rear wall of such is less than twenty-five (25') from the rear property line. Setback requirements for multiple family dwellings shall be...City of Rapid City. ...“corner lot” having a having a street on two (2) sides...setback of twenty-five feet (25') from side property line that borders on a street. Nothing herein...construed as restricting or limiting the power and authority of the City of Rapid City to require compliance with the City's setback requirements...interfering with restrictions required by any platted drainage easements or utility easements, which easements may require a greater setback distance.

Section 8. Completion of Construction. ...shall be completed within nine (9) months from commencement of the construction unless...prohibited by inclement weather or disaster.

Section 9. Appearance and Improvements of a Lot. All improvements...to remain in a state of good repair, neat and well-kept in appearance. It is the responsibility of each Lot owner to see that...Lot is mowed and raked as necessary...any lawns, landscaping or gardens are maintained in a neat and orderly condition. Firewood and other combustible material must be stacked neatly against the rear of the house or the rear of the garage, or in such other places as are not visible from neighboring residences or from the street.

Section 10. Landscaping. ...All natural surface areas disturbed by construction shall be returned promptly and as neatly as possible to a finished state. All landscaping shall be completed...within nine (9) months after completion of that home... A minimum of one (1) tree...in the front yard... The Architectural Control Committee may adopt additional rules and regulations with regard of to preservation of natural resources, grasses, trees, and wildlife...If a Lot Owner's grass is not mowed, the Architectural Control Committee has the authority to mow the lawn for the Lot Owners if no home is built on the Lot yet and send the bill to the Lot Owner...The Owners and their builders are urged to use “zero-scaping” in the front boulevard area between the street and sidewalk, such as (2”) clean rock.

Section 11. On Street Parking.

- a) No automobile shall be routinely parked or left on any portion of a Lot other than inside a garage, on the driveway...
- b) Boats, campers, trailers, and recreational vehicles may be kept on the Owner's Lot provided they are kept on a concrete or gravel pad constructed for that purpose adjacent to, and on the garage side, of the dwelling unit constructed on said Lot.
- c) The outdoor repair of automobiles is prohibited upon any Lot, along with any other activities which may be reasonably construed to be an annoyance or nuisance to any other Owner.

Section 12. Pets. No animals, livestock or poultry of any kind shall be raised, fed, or kept on any lot, except dogs, cats, or other household pets, may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Pets kept outside shall be limited to three (3) per household. City of Rapid City nuisance laws apply to Copperfield Vistas Subdivision.

Section 13. Annoyance. No obnoxious or offensive activity shall be carried upon or on any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No firearms shall be discharged within the Subdivision.

Section 14. Signs. No sign of any kind shall be displayed in public view on any Lot except a sign advertising the property for sale or rent or signs used by a builder or owner to advertise during the construction and sales

period. ...entry signs announcing "Copperfield Vistas Subdivision" are specifically allowed... Building material supplier signs and bank finance signs...are expressly forbidden.

Section 15. Exterior Lighting. Each Lot Owner may install one (1) automatically controlled exterior post light as designated by the ACC.

Section 16. Fences. All fences, walls, or similar type of barrier must first be approved by the Architectural Control Committee before being built. All fences...no maintenance material the Architectural Control Committee approves. No fence shall be higher than six (6') feet. On the garage side of the home, the fencing may start at the front of the garage. On the side opposite the garage, the fence may start at the front corner of the house. No fence...in the front yard...For those homes on corner lots, the Architectural Control Committee will make the final determination as to the layout of the fence depending upon...choice of fencing materials.

Section 17. Mailboxes. The Architectural Control Committee will determine the style, type, and location of mailboxes for each Lot, and the Lot Owners shall be responsible for their placement.

Section 18. Towers, Antennas, and Satellite Dishes. ...no towers or antennas...unless specifically approved by the Architectural Control Committee...dishes up to twenty-four (24") inches in diameter will be allowed.

Section 19. Trash. None of the property shall be used or maintained as a dumping ground for old cars, rubbish or trash by builders, Owners, or residents...All garbage or similar waste shall be kept in sanitary containers, or other equipment suited for the disposal of garbage, and shall be kept in a clean, sanitary, and fire-safe condition. Vacant Lots shall not be used for dumping trash, building materials, scrap concrete, grass clippings, rocks, or excess soil.

Section 20. Sewage System. No individual sewage disposal system shall be permitted on any Lot.

Section 21. Driveways and Sidewalks. All driveways must be hard surfaced concrete...Concrete sidewalks are mandatory for each Lot...Homeowners are allowed to gravel the area to the side of their garage for storage of a boat, RV, or camper.

Section 22. Water Supply System. No individual water supply system shall be permitted on any Lot.

Section 23. Storage Sheds. One (1) storage shed, constructed of wood frame construction, no larger than twelve by twelve (12' x 12') feet may be constructed in the back yard...exterior color and texture will match the home...must have written approval by the Architectural Control Committee before they are built or brought to the site.

Section 24. Lot Division. No Lot shall be divided or subdivided and no portion of any Lot other than the entire Lot shall be transferred or conveyed for any purpose. No portion of any dwelling, other than the entire dwelling, shall be leased. The provisions...shall not be construed to prohibit the granting of any easement or right-of-way to the City of Rapid City, to any utility company, or to the Association.

Section 25. Hook up fees. ...by the City of Rapid City or Rapid Valley Water System...

ARTICLE IX

EXTERIOR MAINTENANCE

In the event an owner of any Lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner unsatisfactory to the Board of Directors, the Association, after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and resolve the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such...shall be added to and become part of the assessment to which the Lot is subject.