

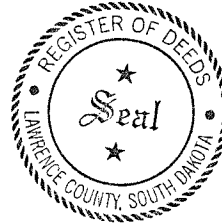
Prepared by:
Roger A. Tellinghuisen
DEMERSSEMAN JENSEN
TELLINGHUISEN & HUFFMAN, LLP
516 5th Street, PO Box 1820
Rapid City, SD 57709-1820
(605) 342-2814

Re-Recording



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Re-Recording

Doc #: 2025-02598

Date: 7/1/2025 9:20:06 AM

David D. Hansen

Lawrence County Register of Deeds

Fee: \$ 30.00

Doc #: 2025-02297

Date: 6/11/2025 10:13:33 AM

David D. Hansen

Lawrence County Register of Deeds

Fee: \$ 30.00

**Re-record to attach correct legal description* kw*

**SECOND AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATIONS FOR DEER MOUNTAIN VILLAGE**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS (this "Amendment") is made and entered into this 9 day of JUNE, 2025, by **KR DEER MOUNTAIN CLUB 2021, LLC**, a South Dakota limited liability company (the "Declarant"), with its principal office at c/o Keating Resources, 1722 Routh Street, Suite 900, Dallas TX 75201.

RECITALS

A. Declarant executed that certain Declaration of Protective Covenants, Conditions, Restrictions and Reservations for Deer Mountain Village dated October 4, 2023 and recorded in the Office of the Lawrence County Register of Deeds on October 10, 2023 as Document No. 2023-04365 (the "Original Declaration") as amended by First Amendment to Declaration of Protective Covenants, Conditions, Restrictions and Reservations for Deer Mountain Village dated November 14, 2024 and recorded in the Office of the Lawrence County Register of Deeds on November 19, 2024 as Document No. 2024-05055 *. (the "First Amendment"; together with the Original Declaration, collectively, the "Declaration"). ** Re-recorded November 26, 2024 as document No. 2024-05182*

B. The Declaration affects the property legally described on Exhibit A and commonly known as "Deer Mountain Village".

C. Declarant desires pursuant to the rights granted or reserved to Declarant in the Declaration to amend the Declaration as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby amends the Declaration as follows:



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Page 1 of 5

1. **Recitals; Defined Terms.** The recitals set forth above are restated by this reference. All initially capitalized terms in this Amendment, not otherwise defined herein, shall have the same meanings as defined in the Declaration.

2. **Amendments to Restrictive Covenants.** Section 26 of Article III of the Original Declaration is hereby deleted and replaced with the following:

26. Vehicles. Excluding ATVs or snowmobiles, no more than two (2) properly licensed motor vehicles, campers, RVs, or other type of motorized or non-motorized vehicles, not in normal daily use may be kept on any Lot unless maintained in a fully enclosed structure. Equipment of this type shall not be kept between the home and roadway fronting the property. No campers or recreational vehicle shall be maintained on a Lot and used as a temporary or long-term residence for more than thirty (30) consecutive days. For the avoidance of doubt, there is no limitation on the number of vehicles which may be maintained on a Lot provided they are maintained within a fully enclosed structure.

3. **Miscellaneous.**

a. Effect of Amendment; Entire Agreement. Except to the extent amended or modified by this Amendment, all other terms, conditions and provisions of the Declaration are, and shall remain, in full force and effect and are ratified and confirmed. This Amendment, together with the Declaration, sets forth the entire agreement between the parties with respect to the subject matter set forth in this Amendment. In case of any inconsistency between the provisions of the Declaration and this Amendment, the provisions of this Amendment govern and control.

b. Counterparts. This Amendment may be executed in one or more counterparts, each of which taken together shall constitute one original document.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS.]**

Re-Recording



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IN WITNESS WHEREOF, Declarant has executed this Amendment as of date first set forth above.

DECLARANT:

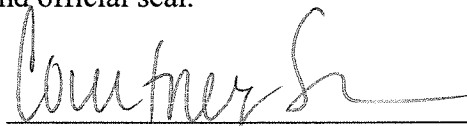
KR DEER MOUNTAIN CLUB 2021, LLC,
a South Dakota limited liability company

By: 
Name: Gerard J. Keating
Title: Manager

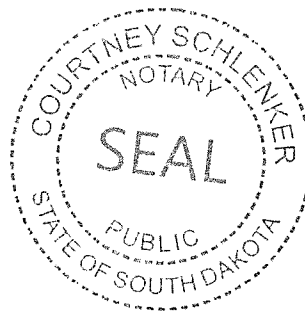
STATE OF South Dakota)
) SS.
COUNTY OF Lawrence)

On this the 1st day of June, 2025, before me, the undersigned officer, personally appeared Gerard J. Keating, who acknowledged himself to be the manager of KR DEER MOUNTAIN CLUB 2021, LLC, a South Dakota limited liability company, and that he, as such manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as manager.

In witness whereof I hereunto set my hand and official seal.


Notary Public

My Commission Expires: 8/11/29



Re-Recording



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Page 3 of 5

EXHIBIT A
LEGAL DESCRIPTION

Re-Recording



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Block A

Lots 10 through 30, 32 through 67 and 75 through 100, all of Block A of Deer Mountain Village, being a portion of the Hanify No. 6, Hanify No. 7 Lodes of Mineral Survey No. 1204; and all of the Foster Fraction, Gamba Fraction, Addie, Eva and Lovisa Lodes of Mineral Survey No. 1221; portions of On Time No. 1, On Time No. 2, On Time No. 3 and On Time No. 4 Lodes of MS 1158; Havana No. 1, Havana No. 2, Havana No. 3, Havana No. 4, Havana No. 5, Havana No. 6, Havana No. 7, Havana No. 8, Havana No. 9 and Havana No. 10 Lodes of MS 1210; Jupiter, Deer Mountain, Evarts, Fairview, World's Fair, Bangor No. 1, Bangor Fraction No. 2, Monte Carlo, St. George No. 1 and St. George No. 2 Lodes of MS 1209; Bryan and Doze Lodes of MS 1217; Palmetto, Deadwood Lodes of MS 1152; all located in Section 13, T4N, R2E; BHM, Lawrence County, South Dakota, according to plat recorded as Document No 2023-04212;

and

The remainder of Block A of Deer Mountain Village, which includes all of the Hanify No. 6, Hanify No. 7 Lodes of Mineral Survey No. 1204; and all of the Foster Fraction, Gamba Fraction, Addie, Eva and Lovisa Lodes of Mineral Survey No. 1221; and the remainder of the Mystic Miner Tract; and all of Lots 1, 2, 3, 4, 5 and 6, Block 2 and Lot 1A, Block 4 of Mystic Miner Subdivision located in Mystic Miner Tract, all including portions of: Boston Lode of MS 1152; On Time No. 1, On Time No. 2, On Time No. 3 and On Time No. 4 Lodes of MS 1158; Havana No. 1, Havana No. 2, Havana No. 3, Havana No. 4, Havana No. 5, Havana No. 6, Havana No. 7, Havana No. 8, Havana No. 9 and Havana No. 10 Lodes of MS 1210; Deer Mountain, Evarts, Fairview, World's Fair, Bangor No. 1, Bangor Fraction No. 2, Monte Carlo, St. George No. 1 and St. George No. 2 Lodes of MS 1209; Bryan and Doze Lodes of MS 1217; Palmetto, Deadwood, Welcome, and Derby Lodes of MS 1152; Evangeline No. 8 and Black Thunder Lodes of MS 1158; Jupiter Lode of MS No. 1209; all located in Section 13, T4N, R2E; and W1/2 Section 18, T4N, R3E, BHM, Lawrence County, South Dakota, according to Plat Document No. 2021-11919.

Block B

Lots 102 through 113 and Lots, 116, 119, and 142 through 148 of Block B of Deer Mountain Village, located in Bismark No. 1, Bismark No. 2, Bismark No. 3, Crown Point, Crown Point No. 1, Crown Point No. 2, Crown Point No. 3, Crown Point No. 4, Crown Point No. 5, Hanify No. 2, Hanify No. 3, Hanify No. 4, Hanify No. 5, Hanify No. 6 and Hanify No. 7 of Mineral Survey No. 1204; and War Eagle No. 5, War Eagle No. 7, War Eagle No. 9 of Mineral Survey 1356, and St. George No. 1 of Mineral Survey 1209, all located in the SW1/4 of Section 12, the W1/2 of Section 13, T4N, R2E, BHM, Lawrence County, South Dakota, according to Plat Document No. 2024-04911.

and



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Block B of Deer Mountain Village, Including Bismark No. 1, Bismark No. 2, Bismark No. 3, A portion of Crown Point, Crown Point No. 1, Crown Point No. 2, Crown Point No. 3, Crown Point No. 4, Crown Point No. 5, a portion of Hanify, a portion of Hanify No. 1, Hanify No. 2, Hanify No. 3, Hanify No. 4, Hanify No. 5, Hanify No. 6 of Mineral Survey No. 1204; and including a portion of Block A of Deer Mountain Village, located in a portion of Hanify No. 6 and Hanify No. 7 of Mineral Survey 1204; and including Mystic Miner Tracts; Tract A-2, Tract A-3, Tract A-4, Tract A-5, Tract CR, Tract E Revised, Tract G, Tract H, Tract I, Tract J, Tract K, Tract L, Tract M, Tract N, Tract O, Tract P and Raspberry Tract of Mystic Miner Subdivision, located in Gertie No. 1, Lord Byron No. 2, Lord Byron No. 4, Lord Byron No. 6, Lord Byron No. 8, Lord Byron No. 9, War Eagle, War Eagle No. 1, War Eagle No. 5, War Eagle No. 7, War Eagle No. 9, War Eagle No. 11, Lincoln No. 1, Lincoln No. 3, Chester, Chester No. 2 and Chester No. 3 of Mineral Survey 1356, and a portion of St. George No. 1 of Mineral Survey 1209, and Rinaldo Millsite Mineral Survey No. 410B, all located in the SE1/4 of Section 11, the SW1/4 of Section 12, the W1/2 of Section 13 and Section 14, T4N, R2E, BHM, Lawrence County, South Dakota, according to Plat Document No. 2024-02293, LESS AND EXCEPT Platted Lots.

Re-Recording



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EXHIBIT A

LEGAL DESCRIPTION

Block A

All of Block A of Deer Mountain Village (including all lots therein), being a portion of the Hanify No. 6, Hanify No. 7 Lodes of Mineral Survey No. 1204; and all of the Foster Fraction, Gamba Fraction, Addie, Eva and Lovisa Lodes of Mineral Survey No. 1221; portions of On Time No. 1, On Time No. 2, On Time No. 3 and On Time No. 4 Lodes of MS 1158; Havana No. 1, Havana No. 2, Havana No. 3, Havana No. 4, Havana No. 5, Havana No. 6, Havana No. 7, Havana No. 8, Havana No. 9 and Havana No. 10 Lodes of MS 1210; Jupiter, Deer Mountain, Evarts, Fairview, World's Fair, Bangor No. 1, Bangor Fraction No. 2, Monte Carlo, St. George No. 1 and St. George No. 2 Lodes of MS 1209; Bryan and Doze Lodes of MS 1217; Palmetto, Deadwood Lodes of MS 1152; all located in Section 13, T4N, R2E; BHM, Lawrence County, South Dakota, according to plat recorded as Document No 2023-04212.

Block B

All of Block B of Deer Mountain Village (including all lots therein), Including Bismark No. 1, Bismark No. 2, Bismark No. 3, A portion of Crown Point, Crown Point No. 1, Crown Point No. 2, Crown Point No. 3, Crown Point No. 4, Crown Point No. 5, a portion of Hanify, a portion of Hanify No. 1, Hanify No. 2, Hanify No. 3, Hanify No. 4, Hanify No. 5, Hanify No. 6 of Mineral Survey No. 1204; and including a portion of Block A of Deer Mountain Village, located in a portion of Hanify No. 6 and Hanify No. 7 of Mineral Survey 1204; and including Mystic Miner Tracts; Tract A-2, Tract A-3, Tract A-4, Tract A-5, Tract CR, Tract E Revised, Tract G, Tract H, Tract I, Tract J, Tract K, Tract L, Tract M, Tract N, Tract O, Tract P and Raspberry Tract of Mystic Miner Subdivision, located in Gertie No. 1, Lord Byron No. 2, Lord Byron No. 4, Lord Byron No. 6, Lord Byron No. 8, Lord Byron No. 9, War Eagle, War Eagle No. 1, War Eagle No. 5, War Eagle No. 7, War Eagle No. 9, War Eagle No. 11, Lincoln No. 1, Lincoln No. 3, Chester, Chester No. 2 and Chester No. 3 of Mineral Survey 1356, and a portion of St. George No. 1 of Mineral Survey 1209, and Rinaldo Millsite Mineral Survey No. 410B, all located in the SE1/4 of Section 11, the SW1/4 of Section 12, the W1/2 of Section 13 and Section 14, T4N, R2E, BHM, Lawrence County, South Dakota, according to Plat Document No. 2024-02293.

Re-Recording



Doc #: 2025-02598

Page 6 of 6

Prepared by:
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DEMERSSEMAN JENSEN
TELLINGHUISEN & HUFFMAN, LLP
516 5th Street, PO Box 1820
Rapid City, SD 57709-1820
(605) 342-2814

**THIRD AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATIONS FOR DEER MOUNTAIN VILLAGE**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS (this “Amendment”) is made and entered into this 15 day of October 2025, by **KR DEER MOUNTAIN CLUB 2021, LLC**, a South Dakota limited liability company (the “Declarant”), with its principal office at c/o Keating Resources, 1722 Routh Street, Suite 900, Dallas TX 75201.

RECITALS

A. Declarant executed that certain Declaration of Protective Covenants, Conditions, Restrictions and Reservations for Deer Mountain Village dated October 4, 2023 and recorded in the Office of the Lawrence County Register of Deeds on October 10, 2023 as Document No. 2023-04365 (the “**Original Declaration**”) as amended by First Amendment to Declaration of Protective Covenants, Conditions, Restrictions and Reservations for Deer Mountain Village dated November 14, 2024 and recorded in the Office of the Lawrence County Register of Deeds on November 26, 2024 as Document No. 2024-05182 (the “**First Amendment**”) and Second Amendment to Declaration of Protective Covenants, Conditions, Restrictions and Reservations for Deer Mountain Village dated June 9, 2025 and recorded in the Office of the Lawrence County Register of Deeds on July 1, 2025 as Document No. 2025-02598 (the “**Second Amendment**”; together with the First Amendment and the Original Declaration, collectively, the “**Declaration**”).

B. The Declaration affects the property legally described on Exhibit A and commonly known as “Deer Mountain Village”.

C. Declarant desires pursuant to the rights granted or reserved to Declarant in the Declaration to amend the Declaration as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby amends the Declaration as follows:

1. **Recitals; Defined Terms.** The recitals set forth above are restated by this reference. All initially capitalized terms in this Amendment, not otherwise defined herein, shall have the same meanings as defined in the Declaration.

2. **Rentals.**

a. **Permitted Rentals.** Each Owner shall have the right to rent or lease the residence on that Owner's Lot, subject to the restrictions and requirements set forth in this Section 2.

b. **Approved Rental Agreement Required.** All rentals or leases of residences shall be made only pursuant to the form of rental agreement approved by the Association (the "**Approved Rental Form**"). No Owner may rent or lease a residence using any other form of agreement unless such alternative form is expressly approved in writing by the Association.

c. **Advertising Rentals; Use of Third-Party Platforms.** Owners may advertise or list their residences for rent through third-party services or platforms, including but not limited to Airbnb, Vrbo, or other short-term rental platforms, subject to the following:

i. ***Compliance with Association Form.*** Any rental made through such a platform must be governed by the Association's Approved Rental Form. If any guest, renter, or occupant fails or refuses to execute or acknowledge the Approved Rental Form, the Association shall have the right to cancel the reservation and deny occupancy.

ii. ***Disclosure Requirement for Platform Listings.*** The Owner shall provide a copy of the Approved Rental Form as part of any online rental listing and shall clearly state in the listing that the rental is deemed to include all terms and conditions of the Approved Rental Form; provided, however, that each guest must still execute and deliver the Approved Rental Form as provided and comply with all Association rules and regulations as a condition of occupancy.

iii. ***Pre-Arrival Identity & Registration.*** Not less than forty-eight (48) hours prior to the commencement of any reservation, the Owner shall provide the Association, via email, with (i) a fully executed copy of the Approved Rental Form signed by the tenant or renter, and (ii) to the extent not already included in the Approved Rental Form, pre-arrival identification information for all occupants, including names, ages of any minors, vehicle information, emergency contact information, and any other reasonable information the Association may require for safety or security purposes.

iv. ***Platform Compliance and Responsibility.*** It shall be the sole responsibility of the Owner to ensure that any rental listing complies with all applicable platform

policies. The Owner shall not advertise, accept, or maintain any reservation through a platform whose terms of use prevent enforcement of the Approved Rental Form or otherwise conflict with these requirements.

v. No Waiver of Association Requirements. Listing a Lot or Dwelling Unit on any third-party platform shall not relieve the Owner of any obligation to comply with this Declaration or any rules and regulations governing rentals, nor shall it constitute Association approval of any rental inconsistent with the Approved Rental Form.

d. Rules and Regulations Governing Rentals. The Board may adopt, amend, and enforce rules and regulations governing the rental of residences, including without limitation: (i) standards intended to minimize adverse impacts on neighboring homes (noise, sound, parking, occupancy limits); (ii) regulations governing the use of amenities by tenants and guests; (iii) establishment of fees or charges for the use of amenities by tenants or guests unaccompanied by a Lot Owner; (iv) procedures for registration of rental occupants with the Association, and (v) requirements for renters, tenants, occupants, and their invitees to execute waivers, releases, or hold-harmless agreements, in a form approved by the Association, with respect to occupancy within the Development or use of any amenities. All Owners, tenants, and occupants shall comply with such rules and regulations.

e. Enforcement. Any Owner who rents or leases a residence shall be responsible for the acts and omissions of all tenants, guests, and occupants.

f. Local Compliance; Taxes. Owners shall comply with all applicable laws and regulations pertaining to lodging or transient occupancy, including any required licenses, permits, registrations, and taxes, and shall provide evidence of such compliance upon request.

3. Amenity Access and Passes.

a. Owner Amenity Entitlement. Each Lot Owner shall be entitled to receive up to six (6) amenity passes per Lot (the “**Amenity Passes**”). Amenity Passes shall permit the Owner, and the Owner’s family members, household occupants, and guests, to access and use the amenities of the Development in accordance with the Declaration and all rules and regulations adopted by the Association.

b. Guests. Guests of an Owner may utilize the amenities only under one of the following conditions:

(i) Accompanied Use: the Owner is physically present on the Development or otherwise residing in the residence on the Owner’s Lot during the guest’s stay; or

(ii) Unaccompanied Owner-Sponsored Use: the guest is occupying the Owner’s residence and the Owner has provided prior notice and an introduction of the guest to the Association, and the Association has issued the applicable Amenity Passes for such stay.

In all cases, the guest must comply with all Association rules, amenity regulations, and any required waivers or acknowledgments.

c. Fees and Limitations. The Association may impose reasonable fees for the issuance, replacement, or activation of Amenity Passes, for day-use or guest-use of the amenities, or for access by individuals beyond the number of Amenity Passes allocated per Lot. The Board may also establish capacity controls, reservation systems, or blackout periods to manage amenity usage equitably among Owners. Certain activities associated with amenity use—including but not limited to lessons, equipment rental, special events, training sessions, and recreational or educational programs—may be fee-based, with rates and participation terms established by the Board or its designee.

4. Miscellaneous.

a. Effect of Amendment; Entire Agreement. Except to the extent amended or modified by this Amendment, all other terms, conditions and provisions of the Declaration are, and shall remain, in full force and effect and are ratified and confirmed. This Amendment, together with the Declaration, sets forth the entire agreement between the parties with respect to the subject matter set forth in this Amendment. In case of any inconsistency between the provisions of the Declaration and this Amendment, the provisions of this Amendment govern and control.

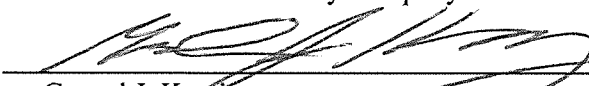
b. Counterparts. This Amendment may be executed in one or more counterparts, each of which taken together shall constitute one original document.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, Declarant has executed this Amendment as of date first set forth above.

DECLARANT:

KR DEER MOUNTAIN CLUB 2021, LLC,
a South Dakota limited liability company

By: 
Name: Gerard J. Keating
Title: Manager

STATE OF South Dakota)
) SS.
COUNTY OF Lawrence

On this the 15th day of October, 2025, before me, the undersigned officer, personally appeared Gerard J. Keating, who acknowledged himself to be the manager of KR DEER MOUNTAIN CLUB 2021, LLC, a South Dakota limited liability company, and that he, as such manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as manager.

In witness whereof I hereunto set my hand and official seal.



Notary Public

My Commission Expires: 12/17/26



EXHIBIT A
LEGAL DESCRIPTION

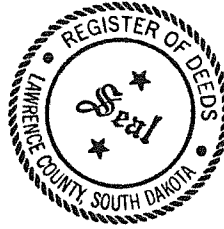
Block A

All of Block A of Deer Mountain Village (including all lots therein), being a portion of the Hanify No. 6, Hanify No. 7 Lodes of Mineral Survey No. 1204; and all of the Foster Fraction, Gamba Fraction, Addie, Eva and Lovisa Lodes of Mineral Survey No. 1221; portions of On Time No. 1, On Time No. 2, On Time No. 3 and On Time No. 4 Lodes of MS 1158; Havana No. 1, Havana No. 2, Havana No. 3, Havana No. 4, Havana No. 5, Havana No. 6, Havana No. 7, Havana No. 8, Havana No. 9 and Havana No. 10 Lodes of MS 1210; Jupiter, Deer Mountain, Evarts, Fairview, World's Fair, Bangor No. 1, Bangor Fraction No. 2, Monte Carlo, St. George No. 1 and St. George No. 2 Lodes of MS 1209; Bryan and Doze Lodes of MS 1217; Palmetto, Deadwood Lodes of MS 1152; all located in Section 13, T4N, R2E, BHM, Lawrence County, South Dakota, according to plat recorded as Document No 2023-04212.

Block B

All of Block B of Deer Mountain Village (including all lots therein), Including Bismark No. 1, Bismark No. 2, Bismark No. 3, A portion of Crown Point, Crown Point No. 1, Crown Point No. 2, Crown Point No. 3, Crown Point No. 4, Crown Point No. 5, a portion of Hanify, a portion of Hanify No. 1, Hanify No. 2, Hanify No. 3, Hanify No. 4, Hanify No. 5, Hanify No. 6 of Mineral Survey No. 1204; and including a portion of Block A of Deer Mountain Village, located in a portion of Hanify No. 6 and Hanify No. 7 of Mineral Survey 1204; and including Mystic Miner Tracts; Tract A-2, Tract A-3, Tract A-4, Tract A-5, Tract CR, Tract E Revised, Tract G, Tract H, Tract I, Tract J, Tract K, Tract L, Tract M, Tract N, Tract O, Tract P and Raspberry Tract of Mystic Miner Subdivision, located in Gertie No. 1, Lord Byron No. 2, Lord Byron No. 4, Lord Byron No. 6, Lord Byron No. 8, Lord Byron No. 9, War Eagle, War Eagle No. 1, War Eagle No. 5, War Eagle No. 7, War Eagle No. 9, War Eagle No. 11, Lincoln No. 1, Lincoln No. 3, Chester, Chester No. 2 and Chester No. 3 of Mineral Survey 1356, and a portion of St. George No. 1 of Mineral Survey 1209, and Rinaldo Millsite Mineral Survey No. 410B, all located in the SE1/4 of Section 11, the SW1/4 of Section 12, the W1/2 of Section 13 and Section 14, T4N, R2E, BHM, Lawrence County, South Dakota, according to Plat Document No. 2024-02293.

Prepared by:
Roger A. Tellinghuisen
DEMERSSEMAN JENSEN
TELLINGHUISEN & HUFFMAN, LLP
516 5th Street, PO Box 1820
Rapid City, SD 57709-1820
(605) 342-2814



Doc #: 2026-00156
Date: 1/9/2026 10:08:48 AM
Davida D. Hansen
Lawrence County Register of Deeds
Fee: \$ 30.00

BUT 104310

**FOURTH AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATIONS FOR DEER MOUNTAIN VILLAGE**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS (this "Amendment") is made and entered into this 30th day of December, 2025, by **KR DEER MOUNTAIN CLUB 2021, LLC**, a South Dakota limited liability company (the "**Declarant**"), with its principal office at c/o Keating Resources, 1722 Routh Street, Suite 900, Dallas TX 75201.

RECITALS

A. Declarant executed that certain Declaration of Protective Covenants, Conditions, Restrictions and Reservations for Deer Mountain Village dated October 4, 2023 and recorded in the Office of the Lawrence County Register of Deeds on October 10, 2023 as Document No. 2023-04365 (the "**Original Declaration**") as amended by First Amendment to Declaration of Protective Covenants, Conditions, Restrictions and Reservations for Deer Mountain Village dated November 14, 2024 and recorded in the Office of the Lawrence County Register of Deeds on November 26, 2024 as Document No. 2024-05182 (the "**First Amendment**") and Second Amendment to Declaration of Protective Covenants, Conditions, Restrictions and Reservations for Deer Mountain Village dated June 9, 2025 and recorded in the Office of the Lawrence County Register of Deeds on July 1, 2025 as Document No. 2025-02598 (the "**Second Amendment**"), and Third Amendment to Declaration of Protective Covenants, Conditions, Restrictions and Reservations for Deer Mountain Village dated October 15, 2025 and recorded in the Office of the Lawrence County Register of Deeds on October 20, 2025 as Document No. 2025-04362 (the "**Third Amendment**"; together with the Second Amendment, the First Amendment, and the Original Declaration, collectively, the "**Declaration**").

B. The Declaration affects the property legally described on Exhibit A and commonly known as "Deer Mountain Village".

C. Declarant desires pursuant to the rights granted or reserved to Declarant in the Declaration to amend the Declaration as more particularly set forth herein.



AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby amends the Declaration as follows:

1. **Recitals; Defined Terms.** The recitals set forth above are restated by this reference. All initially capitalized terms in this Amendment, not otherwise defined herein, shall have the same meanings as defined in the Declaration.

2. **Emergency Access Easement.**

a. Declarant declares that each Lot is hereby benefitted by a perpetual, non-exclusive easement over, across, and through the area depicted on Exhibit B as the 40-foot-wide private access easement, consisting of the land lying twenty (20) feet on each side of the centerline labeled "Centerline of 40 Foot Private Access Easement/20 feet each side of centerline (Typical)" (the "**Emergency Access Easement Area**") for pedestrian and vehicular egress from the Development over the Emergency Access Easement Area (including access to and exit toward any public or private road, street, drive, or way connected, directly or indirectly, to the Emergency Access Easement Area) in the event of an emergency requiring evacuation from the Development.

b. Declarant declares for the benefit of law enforcement officers, rescue squad personnel, firefighting personnel, and other governmental or validly operated and licensed private emergency personnel, while in the pursuit of their duties, an easement through, over, and across the Emergency Access Easement Area for the ingress and egress of fire and police protection, ambulance and rescue services and other lawful governmental or validly operated and licensed private emergency services to and from the Development; provided that this easement shall not be construed as a public dedication of any surface roads, driveways or sidewalks located within the Development.

3. **Access and Utility Easement.**

a. Declarant hereby declares, grants, and establishes for the benefit of Lot 28R, Lot 30, Lot 32, and Lot 33, the locations of which are approximately depicted on Exhibit C (each, a "**Benefited Lot**," and collectively, the "**Benefited Lots**"), and for the benefit of the Owners of the Benefited Lots and their respective tenants, occupants, guests, invitees, contractors, utility providers, and other permittees (collectively, "Permittees"), perpetual, non-exclusive easements over, across, and through the area depicted on Exhibit C as the 40-foot access and utility easement, consisting of the land lying twenty (20) feet on each side of the centerline labeled "Centerline 40 Foot Access and Utility Easement" (the "**Access and Utility Easement Area**") for purposes of ingress to and egress from each Benefited Lot to and from Diamonds Edge Drive. The right of ingress and egress granted herein is limited to use of the Access and Utility Easement Area only to the extent reasonably necessary for access between a Benefited Lot and Diamonds Edge Drive. Each Owner of a Benefited Lot, and its Permittees, may use only those portions of the Access and Utility Easement Area that lie between Diamonds Edge Drive and such owner's Benefited Lot, and no farther.



b. Declarant hereby declares and grants a perpetual, non-exclusive easement under, over, upon, and across the Access and Utility Easement Area for use by public utility companies authorized to provide utility services to the Development, and their respective successors, assigns, affiliates, and contractors, for the purpose of installing, constructing, operating, maintaining, repairing, replacing, upgrading, and removing utility lines and facilities, including, without limitation, water, sewer, gas, electric, telephone, cable, and fiber-optic utilities, together with all necessary aboveground and underground structures, equipment, and appurtenances, for the purpose of serving one or more of the Benefited Lots; provided that, following the completion of any work within the Access and Utility Easement Area, the utility provider performing such work shall restore the affected portions of the Access and Utility Easement Area to substantially the same condition that existed immediately prior to such work, reasonable wear and tear excepted.

c. The Association shall be responsible for the maintenance, repair, and snow removal of the access road located within the Access and Utility Easement Area, and shall perform such maintenance, repair, and snow removal to a standard substantially comparable to the standard applicable to other roads within the Development.

4. **Artery Road Maintenance.** The Association shall be responsible for routine maintenance of those internal access roads within the Development that are constructed by Declarant for the purpose of connecting the main road system to Artery Roads. The Association's maintenance of the Artery Roads shall consist of customary roadway upkeep, including snow removal and surface maintenance performed to standards generally consistent with those applied to the main road system. For purposes of this Section 4, "Artery Roads" means those internal access roads within the Development that are constructed by Declarant for the purpose of connecting the main road system to more than one Lot and that are intended to serve as shared secondary access routes, and shall not include any access improvements or driveways constructed by or serving individual Lots.

5. **Miscellaneous.**

a. **Effect of Amendment; Entire Agreement.** Except to the extent amended or modified by this Amendment, all other terms, conditions and provisions of the Declaration are, and shall remain, in full force and effect and are ratified and confirmed. This Amendment, together with the Declaration, sets forth the entire agreement between the parties with respect to the subject matter set forth in this Amendment. In case of any inconsistency between the provisions of the Declaration and this Amendment, the provisions of this Amendment govern and control.

b. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which taken together shall constitute one original document.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**



IN WITNESS WHEREOF, Declarant has executed this Amendment as of date first set forth above.

DECLARANT:

KR DEER MOUNTAIN CLUB 2021, LLC,
a South Dakota limited liability company

By: _____
Name: Gerard J. Keating
Title: Manager

STATE OF South Dakota) SS.
COUNTY OF Lawrence)

On this the 27th day of December, 2025, before me, the undersigned officer, personally appeared Gerard J. Keating, who acknowledged himself to be the manager of KR DEER MOUNTAIN CLUB 2021, LLC, a South Dakota limited liability company, and that he, as such manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as manager.

In witness whereof I hereunto set my hand and official seal.

Wayne Welch
Notary Public

My Commission Expires: 12/17/26



IN WITNESS WHEREOF, Declarant has executed this Amendment as of date first set forth above.

DECLARANT:

KR DEER MOUNTAIN CLUB 2021, LLC,
a South Dakota limited liability company

By: _____

Name: Gerard J. Keating

Title: Manager

STATE OF _____)
) SS.
COUNTY OF _____)

On this the ____ day of _____, 2025, before me, the undersigned officer, personally appeared Gerard J. Keating, who acknowledged himself to be the manager of KR DEER MOUNTAIN CLUB 2021, LLC, a South Dakota limited liability company, and that he, as such manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as manager.

In witness whereof I ~~hereunto~~ set my hand and official seal.

Notary Public

My Commission Expires: _____



CONSENT AND JOINDER OF THE OWNERS OF LOT 30

The undersigned, as owners of Lot 30 of Block A of Deer Mountain Village, hereby execute and join in this Amendment for purposes of evidencing the undersigned's consent and agreement to the terms and conditions set forth herein for all purposes.

Signed:

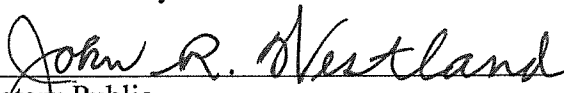

Blaine J. Druke


Vanessa D. Druke

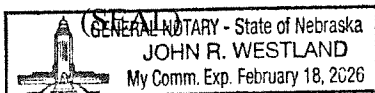
STATE OF Nebraska) :ss.
COUNTY OF Cass)

On this the 26 day of December, 2025, before me, the undersigned officer, personally appeared Blaine J. Druke and Vanessa D. Druke, known to me or satisfactorily proven to be the persons described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

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


Notary Public, _____

My Commission Expires: 2-18-2026



Doc #: 2026-00156
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CONSENT AND JOINDER OF THE OWNERS OF LOT 32

The undersigned, as owners of Lot 32 of Block A of Deer Mountain Village, hereby execute and join in this Amendment for purposes of evidencing the undersigned's consent and agreement to the terms and conditions set forth herein for all purposes.

Signed:

Kirk Folkerts
Kirk Folkerts

Mandilyn Folkerts
Mandilyn Folkerts

STATE OF Texas)
COUNTY OF Harris) :ss.

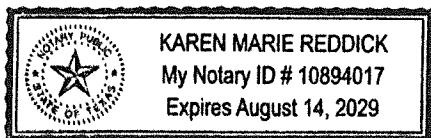
On this the 23rd day of December, 2025, before me, the undersigned officer, personally appeared Kirk Folkerts and Mandilyn Folkerts, known to me or satisfactorily proven to be the persons described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

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

(SEAL)

Karen M. Reddick
Notary Public, Karen M. Reddick

My Commission Expires: 8/14/2029



Doc #: 2026-00156
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CONSENT AND JOINDER OF THE OWNER OF LOT 33

The undersigned, as the owner of Lot 33 of Block A of Deer Mountain Village, hereby executes and joins in this Amendment for purposes of evidencing the undersigned's consent and agreement to the terms and conditions set forth herein for all purposes.

Signed:

DMV 33 Whispering Pines, LLC,
a Florida limited liability company

By:

Name: Andres Pino

Title: Manager

STATE OF Florida)
COUNTY OF Miami-Dade)SS.

Before me, a Notary Public in and for said County and State, personally appeared Andres Pino, to me personally known as the Manager of DMV 33 Whispering Pines, LLC, a Florida limited liability company, and executed the foregoing instrument for and on behalf of said company by authority of its Manager.

GIVEN under my hand and Notary Seal this 23 day of December, 2025.

~~Notary Public~~

My Commission Expires: August 5, 2029

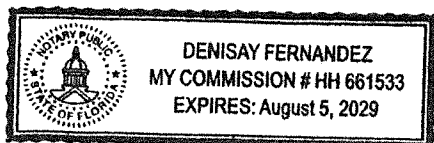


EXHIBIT A

Lot 1 of Block A of Deer Mountain Village, located in Block A of Deer Mountain Village, all located in Havana No. 7, Havana No. 10, M.S. 1210 and Worlds Fair M.S. 1209, Section 13, T4N, R2E, BHM, Lawrence County, South Dakota, as shown on the plat filed as Document No. 2025-5325.

-AND-

Lot 2 of Block A of Deer Mountain Village, being a portion of Block A of Deer Mountain Village, which includes all of the Hanify No. 6 and all of Hanify No. 7 Lodes of Mineral Survey No. 1204; and all of the Foster Fraction, Gamba Fraction, Addie, Eva and Lovisa Lodes of Mineral Survey No. 1221; and the remainder of the Mystic Miner Tract; and all of Lot 1, 2, 3, 4, 5, and 6, Block 2 and Lot 1A, Block 4 of Mystic Miner Subdivision located in Mystic Miner Tract, all including portions of: Boston Lode of MS 1152; On Time No. 1, On Time No. 2, On Time. No. 3 and On Time No 4 Lodes of MS 1158; Havana No. 1, Havana No. 2, Havana No. 3, Havana No. 4, Havana No. 5, Havana No. 6, Havana No. 7, Havana No. 8, Havana No. 9, and Havana No. 10 Lodes of MS 1210; Deer Mountain, Evarts, Fairview, World's Fair, Bangor No. 1, Bangor Fraction No. 2, Monte Carlo, St. George No. 1 and St. George No. 2 Lodes of MS 1209; Bryan and Doze Lodes of MS 1217; Palmetto, Deadwood, Welcome, and Derby Lodes of MS 1152; Evangeline No. 8 and Black Thunder Lodes of MS1158; Jupiter Lode of MS No. 1209; all located in Section 13, T4N, R2E, and W½ Section 18, T4N, R3E, B.H.M., Lawrence County, South Dakota, as shown on the plat filed as Document No. 2022-2762.

-AND-

Lots 5 and 6 of Block A of Deer Mountain Village, located in Block A of Deer Mountain Village, Evarts Lode and Fairview Lode of MS 1209, all located in Section 13, T4N, R2E, BHM, Lawrence County, South Dakota, as shown on the plat filed as Document No. 2025-4350.

-AND-

Lots 10, 11, 12, 13, 14, 15, 16, 17, 21, 23, 24, 25, 26, 30, 33, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 75, 76, 77, 78, 79, 80, 83, 86, 89, 90, 91, 92, 93, 94, 95, 96, 98, 100 of Block A of Deer Mountain Village, including a portion of the Hanify No. 6 and all of Hanify No. 7 Lodes of Mineral Survey No. 1204; and all of the Foster Fraction, Gamba Fraction, Addie, Eva and Lovisa Lodes of Mineral Survey No. 1221; all including portions of: On Time No. 1, On Time No. 2, On Time. No. 3 and On Time No 4 Lodes of MS 1158; Havana No. 1, Havana No. 2, Havana No. 3, Havana No. 4, Havana No. 5, Havana No. 6, Havana No. 7, Havana No. 8, Havana No. 9, and Havana No. 10 Lodes of MS 1210; Jupiter, Deer Mountain, Evarts, Fairview, World's Fair, Bangor No. 1, Bangor Fraction No. 2, Monte



Carlo, St. George No. 1 and St. George No. 2 Lodes of MS 1209; Bryan and Doze Lodes of MS 1217; Palmetto, Deadwood MS 1152, all located in Section 13, T4N, R2E, B.H.M., Lawrence County, South Dakota, as shown on the plat filed as Document No. 2023-4212.

-AND-

Lots 18R, 20R, 34R, 55R, and 81R of Block A of Deer Mountain Village, formerly Lots 18, 19, 20, 22, 28, 29, 34, 35, 55, 56, 81 Revised and 82 Revised of Block A of Deer Mountain Village, including portions of the Hanify No. 6 and Hanify No. 7 of MS 1204, Foster Fraction, Gamba Fraction, Addie, Eva and Lovisa Lodes of Mineral Survey No. 1221, and portions of the Havana No. 6, Havana No. 7, Havana No. 9, and Havana No. 10 Lodes of MS 1210, all located in Section 13, T4N, R2E, and W½ Section 18, T4N, R3E, B.H.M., Lawrence County, South Dakota, as shown on the plat filed as Document No. 2025-3678.

-AND-

Lots 27R and 28R-1 of Block A of Deer Mountain Village, formerly Lots 27 and 28R of Block A of Deer Mountain Village, including portions of the Addie, Eva and Lovisa Lodes of Mineral Survey No. 1221, all located in Section 13, T4N, R2E, and W½ Section 18, T4N, R3E, B.H.M., Lawrence County, South Dakota, as shown on the plat filed as Document No. 2025-5326.

-AND-

Lots 84R, 87R, and 88R of Block A of Deer Mountain Village, formerly Lot 87, Lot 88, Lot 84 and Lot 85 of Block A of Deer Mountain Village, including portion of the Bangor No. 1, Worlds Fair MS 1209, Havana No. 10 MS 1210, and Doze MS 1217, all located in Section 13, T4N, R2E, B.H.M., Lawrence County, South Dakota, as shown on the plat filed as Document No. 2025-5349.

-AND-

Lots 97 Revised and 99 Revised of Block A, formerly Lot 97, Lot 99 and a portion of the remainder of Block A of Deer Mountain Village, located in portions of the Evarts, Fairview, World's Fair, Bangor No. 1, Bangor Fraction No. 2, Lodes of MS 1209, Section 13, T4N, R2E, B.H.M., Lawrence County, South Dakota, as shown on the plat filed as Document No. 2024-2469.

-AND-

Lot 101 of Block B of Deer Mountain Village, being portions of Bismarck No. 1, Bismarck, No. 2, Bismarck No. 3, a portion of Crown Point, Crown Point No. 1, Crown Point No. 2, Crown Point, No. 3, Crown Point No. 4, Crown Point No. 5, a portion of



Hanify, a portion of Hanify No. 1, Hanify No. 2, Hanify No. 3, Hanify No. 4, Hanify No. 5, Hanify No. 6 of Mineral Survey No. 1204; and including a portion of Block A of Deer Mountain Village, located in a portion of Hanify No. 6 and Hanify No. 7 of Mineral Survey No. 1204; and including Mystic Miner Tracts; Tract A-2, Tract A-3, Tract A-4, Tract A-5, Tract CR, Tract E Revised, Tract G, Tract H, Tract I, Tract J, Tract K, Tract L, Tract M, Tract N, Tract O, Tract P and Raspberry Tract of Mystic Miner Subdivision, located in Gertie No. 1, Lord Byron No. 2, Lord Byron No. 4, Lord Byron No. 6, Lord Byron No. 8, Lord Byron No. 9, War Eagle, War Eagle No. 1, War Eagle No. 5, War Eagle No. 7, War Eagle No. 9, War Eagle No. 11, Lincoln No. 1, Lincoln, No. 3, Chester, Chester No. 2, and Chester No. 3 of Mineral Survey 1356, and a portion of St. George No. 1 of Mineral Survey 1209, and Rinaldo Millsite Mineral Survey 410B, all located in the SE¼ of Section 11, the SW¼ of Section 12, the W½ of Section 13 and Section 14, Township 4 North, Range 2 East of the Black Hills Meridian, Lawrence County, South Dakota, as shown on the plat filed as Document No. 2025-1916.

-AND-

Lots 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 116, 119, 142, 143, 144, 145, 146, 147, and 148 of Block B of Deer Mountain Village, located in Bismarck No. 1, Bismarck, No. 2, Bismarck No. 3, Crown Point, Crown Point No. 1, Crown Point No. 2, Crown Point, No. 3, Crown Point No. 4, Crown Point No. 5, Hanify No. 2, Hanify No. 3, Hanify No. 4, Hanify No. 5, Hanify No. 6, and Hanify No. 7 of Mineral Survey No. 1204; and War Eagle No. 5, War Eagle No. 7, War Eagle No. 9 of Mineral Survey 1356; and St. George No. 1 of Mineral Survey 1209, all located in the SW¼ of Section 12, the W½ of Section 13, Township 4 North, Range 2 East of the Black Hills Meridian, Lawrence County, South Dakota, as shown on the plat filed as Document No. 2024-4911.

-AND-

Lot 2A and Lot 4, formerly a portion of Block A of Deer Mountain Village, Lot VJ-3 Revised and Lot VJ-2AR Revised of the Venus and Jupiter Lodes of MS 1209 and Tract 1, a Subdivision of Transit and Selbie Lodes, M.S. 1209, located in portions of the Deer Mountain Lode, St. George No. 1 Lode, Monte Carlo Lode, Jupiter Lode, Venus Lode and Evarts Lode of M.S. 1209, all located in the S½ of Section 13, and the N½ of Section 24, T4N, R2E, BHM, Lawrence County, South Dakota, as shown on the plat filed as Document No. 2025-5564.

-AND-

Block A of Deer Mountain Village, including all of the Hanify No. 6, Hanify No. 7 Lodes of Mineral Survey No. 1204; and all of the Foster Fraction, Gamba Fraction, Addie, Eva and Lovisa Lodes of Mineral Survey No. 1221; and the remainder of the Mystic Miner Tract; and all of Lots 1, 2, 3, 4, 5 and 6, Block 2 and Lot 1A, Block 4 of Mystic Miner Subdivision located in the Mystic Miner Tract, all including portions : Boston Lode of MS



1152; On Time No. 1, On Time No. 2, On Time No. 3 and On Time No. 4 Lodes of MS 1158; Havana No. 1, Havana No. 2, Havana No. 3, Havana No. 4, Havana No. 5, Havana No. 6, Havana No. 7, Havana No. 8, Havana No. 9 and Havana No. 10 Lodes of MS 1210; Deer Mountain, Evarts, Fairview, World's Fair, Bangor No. 1, Bangor Fraction No. 2, Monte Carlo, St. George No. 1 and St. George No. 2 Lodes of MS 1209; Bryan and Doze Lodes of MS 1217; Palmetto, Deadwood, Welcome, and Derby Lodes of MS 1152; Evangeline No. 8 and Black Thunder Lodes of MS 1158; Jupiter Lodes of MS No. 1209; all located in Section 13, T4N, R2E, and W½ of Section 18, T4N, R3E, BHM, Lawrence County, South Dakota, as shown on the plat filed Document No. 2021-11919, EXCEPTING therefrom all platted lots.

-AND-

Block A-1 Revised of Deer Mountain Village, formerly Block A-1 of Deer Mountain Village and Vacated Tansy Trail Right-of-Way, being a portion of Block A Deer Mountain Village, which includes all of Hanify No. 6, Hanify No. 7 lodes of Mineral Survey No. 1204; and all of the Foster Fraction, Gamba Fraction, Addie, Eva and Lovisa Lodes of Mineral Survey No. 1221; and the remainder of Mystic Miner Tract; and all of Lots 1, 2, 3, 4, 5, and 6, Block 2 and Lot 1A, Block 4 of Mystic Miner Subdivision located in Mystic Miner Tract, all including portions of: Boston Lode of MS 1152; On Time No. 1, On Time No. 2, On Time No. 3 and On Time No. 4 Lodes of MS 1158; Havana No. 1, Havana No. 2, Havana No. 3, Havana No. 4, Havana No. 5, Havana No. 6, Havana No. 7, Havana No. 8, Havana No. 9 and Havana No. 10 Lodes of MS 1210; Deer Mountain, Evarts, Fairview, World's Fair, Bangor No. 1, Bangor Fraction No. 2, Monte Carlo, St. George No. 1 and St. George No. 2 Lodes of MS 1209; Bryan and Doze Lodes of MS 1217; Palmetto, Deadwood, Welcome, and Derby Lodes of MS 1152; Evangeline No. 8 and Black Thunder Lodes of MS 1158; Jupiter Lodes of MS No. 1209; all located in Section 13, T4N, R2E; and W½ Section 18, T4N, R3E, B.H.M., Lawrence County, South Dakota, as shown on the plat filed as Document No. 2025-2327.

-AND-

Block B of Deer Mountain Village, including Bismarck No. 1, Bismarck, No. 2, Bismarck No. 3, a portion of Crown Point, Crown Point No. 1, Crown Point No. 2, Crown Point, No. 3, Crown Point No. 4, Crown Point No. 5, a portion of Hanify, a portion of Hanify No. 1, Hanify No. 2, Hanify No. 3, Hanify No. 4, Hanify No. 5, Hanify No. 6 of Mineral Survey No. 1204; and including a portion of Block A of Deer Mountain Village, located in a portion of Hanify No. 6 and Hanify No. 7 of Mineral Survey No. 1204; and including Mystic Miner Tracts; Tract A-2, Tract A-3, Tract A-4, Tract A-5, Tract CR, Tract E Revised, Tract G, Tract H, Tract I, Tract J, Tract K, Tract L, Tract M, Tract N, Tract O, Tract P and Raspberry Tract of Mystic Miner Subdivision, located in Gertie No. 1, Lord Byron No. 2, Lord Byron No. 4, Lord Byron No. 6, Lord Byron No. 8, Lord Byron No. 9, War Eagle, War Eagle No. 1, War Eagle No. 5, War Eagle No. 7, War Eagle No. 9, War Eagle No. 11, Lincoln No. 1, Lincoln, No. 3, Chester, Chester No. 2, and Chester No. 3 of Mineral Survey 1356, and a portion of St. George No. 1 of Mineral Survey 1209, and Rinaldo Millsite Mineral Survey 410B, all located in the SE¼ of Section 11, the SW¼ of



Section 12, the W½ of Section 13 and Section 14, Township 4 North, Range 2 East of the Black Hills Meridian, Lawrence County, South Dakota, as shown on the plat filed as Document No. 2024-2293, EXCEPTING therefrom all platted lots.



EXHIBIT B
EMERGENCY ACCESS EASEMENT

[See Attached]

**EXHIBIT A: Showing 40' Emergency Ingress and Egress Easement
Located in the Remainder of Block A of Deer Mountain Village,
All Located in Deer Mountain, Ewatts and Fairview Loads of M.S.
1209, Section 13, T4N, R2E, BHM,
Lawrence County, South Dakota.**

EASEMENT CENTERLINE COURSE TABLE

LINE	BEARING	DISTANCE
L1	S 45°42'24" E	21.82'
L2	S 22°09'59" E	20.01'
L3	N 36°23'04" E	94.90'
L4	N 15°37'32" E	57.18'

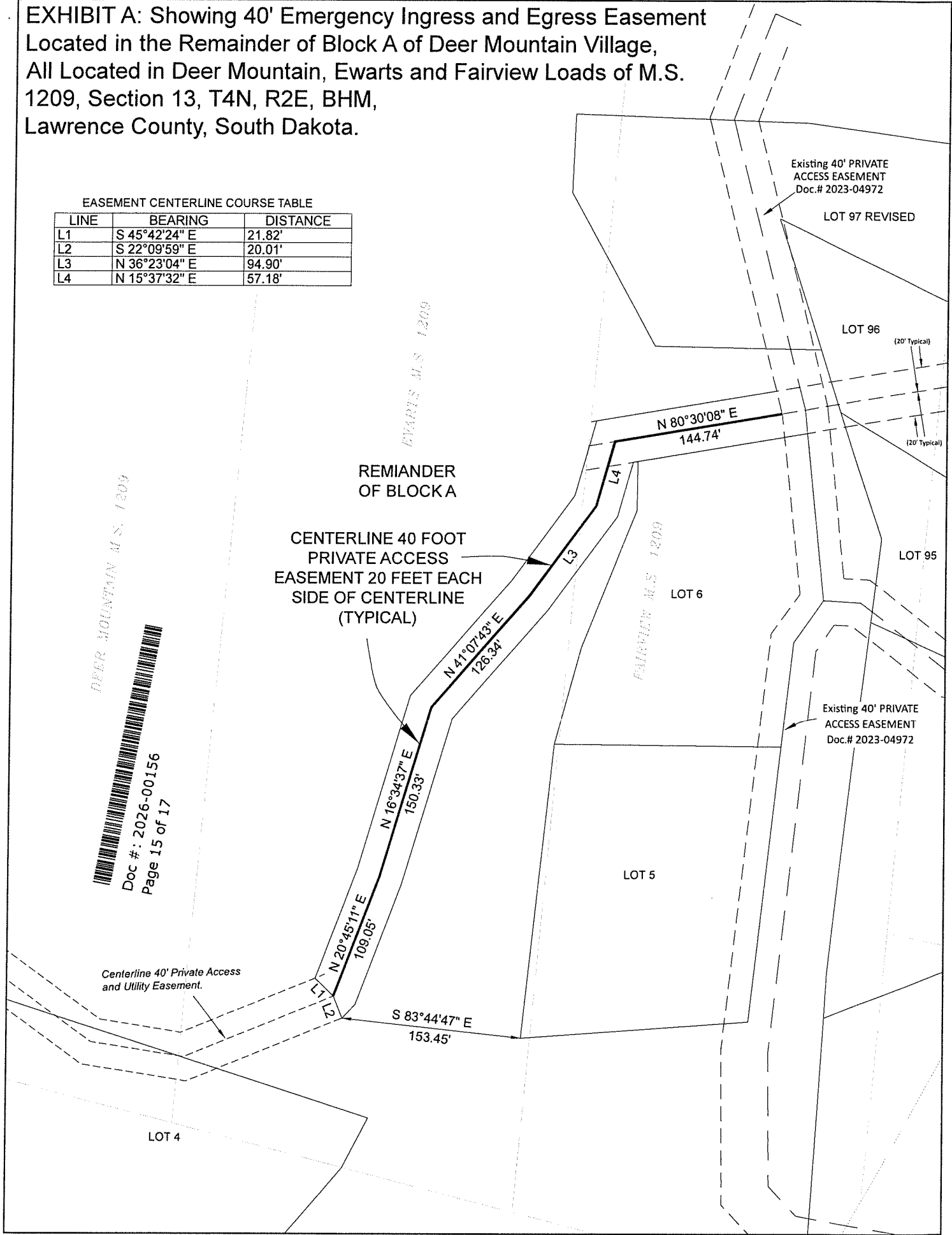
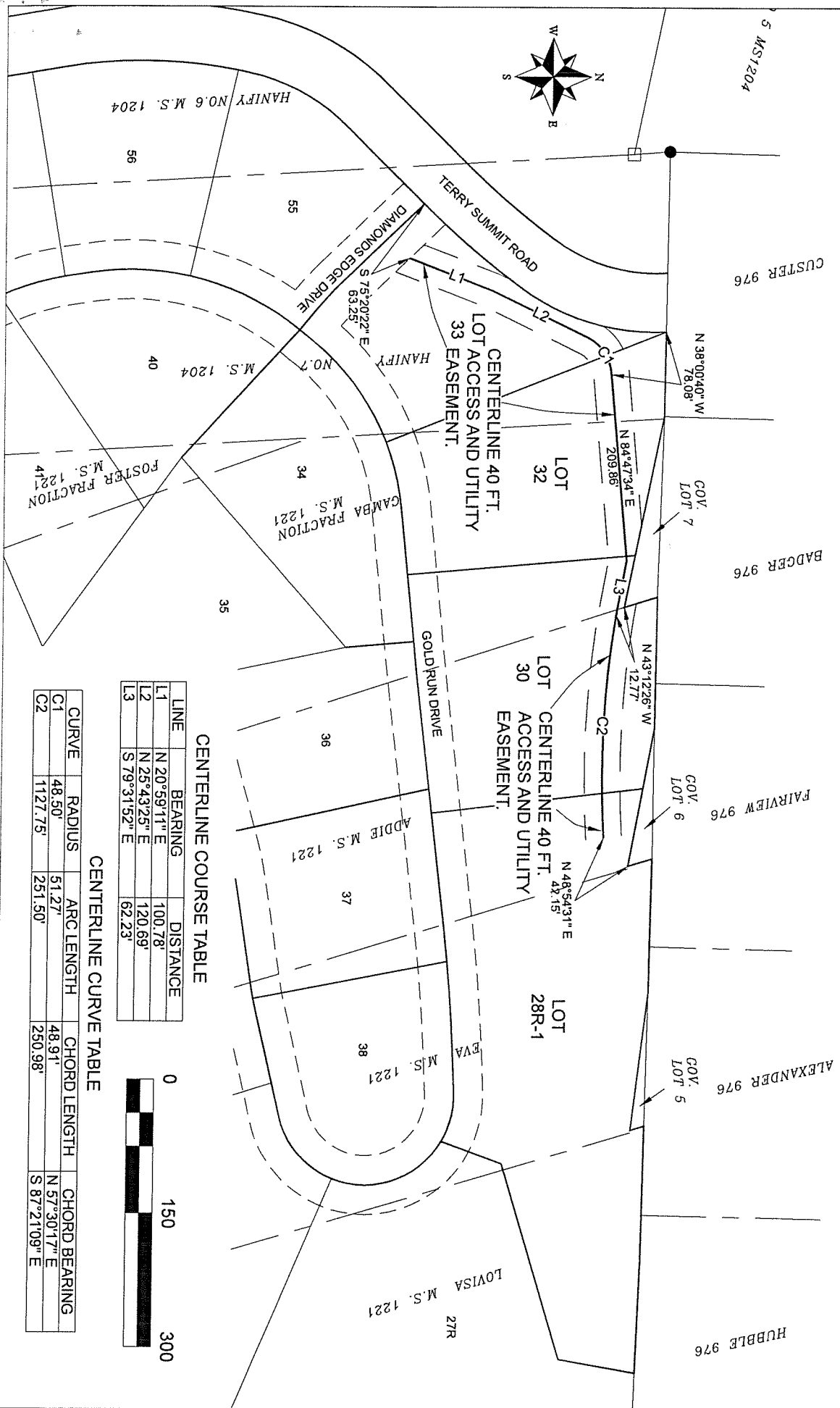


EXHIBIT C
ACCESS AND UTILITY EASEMENT

[See Attached]

EXHIBIT A: SHOWING 40 FOOT ACCESS AND UTILITY EASEMENT BEING 20 FEET EACH SIDE OF A CENTERLINE, LOCATED IN LOT 28R-1, LOT 30, LOT 32 AND LOT 33 OF BLOCK A OF DEER MOUNTAIN VILLAGE, LOCATED IN HANIFY NO. 7 LODGE MS 1204; GAMBA FRACTION, ADDIE, EVA, LOVISA LODGES OF MS 1221, ALL LOCATED IN THE N1/2 OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE BLACK HILLS MERIDIAN, LAWRENCE COUNTY, SOUTH DAKOTA.

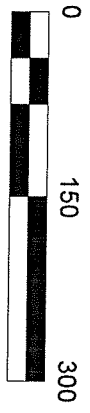


CENTERLINE COURSE TABLE

LINE	BEARING	DISTANCE
L1	N 20°59'11" E	100.78'
L2	N 25°43'25" E	120.69'
L3	S 79°31'52" E	62.23'

CENTERLINE CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	48.50'	51.27'	48.91'	N 57°30'17" E
C2	1127.75'	251.50'	250.98'	S 87°21'09" E



Doc #: 2026-00156
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