

RESTRICTIONS AND COVENANTS TO RUN WITH THE LAND

TO WHOM IT MAY CONCERN:

Hart Ranch Development Co., a Rapid City South Dakota Corporation,
 Fee Owner of the following described real estate situated in Pennington
 County, South Dakota, to-wit:

Lots One through Seven of Block Seven of Hart Ranch
 West No. 1 located in the North Half and the Southwest
 Quarter of the Northeast Quarter, Section 33 and the
 East Half of Section 28, Township One South, Range 7
 East, BHM, Pennington County, South Dakota;

hereby make the following declarations as to limitations,
 restrictions and uses to which the lots constituting said tract
 may be put, and further specifies that said declarations shall
 constitute covenants to run with said land, and shall be binding
 upon all parties and persons claiming under them, for the benefit
 of, and limitation upon, all future owners in said tract, to-wit.

1. If any person, partnership or corporation, his, their or
 its heirs, administrators, executors, successors and assigns, acquiring
 right, title or interest, in and to any portion of said development
 shall violate any of the covenants herein, it shall be lawful for
 any other person or persons, partnerships or corporations owning any
 real property situated in said development to prosecute any proceedings
 at law or in equity against the person or persons violating or attempting
 to violate any such covenants, and seek judgment either to prevent
 him or them from so doing or to recover damages for such violations.
 The invalidation of any one of these covenants by judgment of court
 order shall not effect any of the other provisions which shall remain
 in full force and effect.

2. All lots in the above-described property shall be known,
 described and utilized as and for residential purposes solely.

3. All building sites are to be approved in writing by the developers,
 Hart Ranch Development Co., and Hart Ranch West Home Owners, Inc.
 No old or previously used building shall be moved onto any portion
 of said property, nor basement house, tent, house trailer, shack,
 garage or any other out-building shall at any time be used as a residence
 herein. All buildings are to be site built. Dwelling to consist
 of a minimum main floor structure of no less than 900 square feet.
 There will be a two-car garage minimum. No more than one out building
 shall be constructed.

4. The architecture of any building built on said development
 shall be composed of a siding and roofing of logs, natural stone,
 brick or wood and shall be in natural earth tones;

STATE OF SOUTH DAKOTA - BUREAU OF REVENUE
 THIS IS TO CERTIFY THAT THE MICROFILM COPY OF THIS
 ORIGINAL RECORD AND HAS MICROFILMED TO THE
 LAW. 1977. IT IS FURTHER CERTIFIED THAT THE
 FILED OF MICROFILM WHICH MEET THE REQUIREMENTS
 REPRODUCTIONS.

APPROVED
 DATE MICROFILMED
 11/18/1991

painted or stained in a natural color of wood, or in colors of browns or dark greens. The exterior of any house or building built on said development shall be finished within one year from the commencement of construction on said house or building.

5. All bath and toilet facilities constructed in said areas shall be constructed within the dwelling and shall be connected with outside septic tanks or cess pools of approved sanitary design.

6. A twenty-foot easement and right-of-way, both over and under the ground along the dividing lines between lots and along all boundary lot lines, is hereby reserved for the location and service of electric or telephone cables, storm drainage, service pipe lines for water and gas, electric or telephone poles and lines and cable T.V. lines, as requirements of the utility companies dictate. Each utility easement shall be placed on the plot in such a manner as to least interfere with the natural appearance of said lots, and the use and the enjoyment thereof by the owner.

7. Each and every lot owner shall be required to own one share of stock for each lot owned and shall be a participating member of Hart Ranch West Home Owners, Inc.

Hart Ranch West Home Owners, Inc. will permit associate memberships by residents in adjoining subdivisions for the maintenance, construction and care of jointly used private roads.

Stockholders will authorize the officers and directors of Hart Ranch West Home Owners, Inc., pursuant to the corporation rules, regulations, and by-laws, to contract for and to pay for any and all road maintenance, services and materials.

8. All property owners shall be responsible for contributing whatever is required to set up and maintain any and all fire protection for the development. No outdoor fires of any sort will be permitted within the development.

9. No noxious or offensive trade or activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

10. No lot shall be used or maintained as a dumping ground for rubbish. Garbage or other waste materials shall be kept in sanitary containers and all incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. No non-working vehicles are to be kept outside of a garage for more than thirty (30) days.

12. No more than ten per cent (10%) of live trees six inches (6") or more in diameter are to be cut down in any one year.

13. Any recreational vehicles, motor homes, or boats kept within the development shall be screened from public view.

14. Any satellite dishes shall be located on the property in such a manner that they are not visible from public view.

15. All mailboxes shall be of wood construction with the exterior finished in the same color as the building exterior.

16. The fencing of property shall be either of smooth wire or wood. No chain link or barbed wire fences will be permitted.

17. No commercial activity shall take place on any of the property within the development. No commercial sign, billboards, or other advertising structures of any kind shall be permitted within the development. However, it shall be permissible to display on any lot, one professional sign of not more than one square foot or one sign of not more than five square feet advertising the property for sale or lease, or signs used by a builder to advertise the property during the construction and sale of any lot being developed.

18. Any transfer of title by deed or otherwise shall be subject to all of the provisions of the protective covenants herein contained.

19. No property owner will be allowed to have more than two pets, which must be registered with the developers. No pets will be allowed to run loose. All pets kept outdoors must be kept within the confines of the pet owners property. No other animals shall be kept within the development except riding horses, which may be kept and raised on the property, as long as no over grazing of the land occurs. Any barnyard or other structure used to keep such animals must be kept clean as to discourage odor, flies, etc.

20. Lots 4, 5 and 6 by reason of their larger size are granted limited exceptions from certain provisions of these covenants:

a. An exception shall be allowed to #20 in that additional animals are allowed to be maintained on a non-commercial basis in a manner which shall protect the other owners from offensive odors, flies, noise, or visual pollution;

b. An exception shall be allowed to #17 in that interior fences shall be allowed for the purposes of separation of animals within the property, of commercial fencing materials other than smooth wire or wood; and

c. An exception shall be allowed to #3 in that a total of four outbuildings shall be permitted subject to design and site approval by the architecture committee, which approval shall not be unreasonably withheld.

21. No mining, quarrying or drilling for any substance except a water well within or upon the earth, including oil, gas, minerals, rock, or sand, shall be permitted.

22. The developers reserve the right to re-plat any lot held for sale by them. Further subdivision of any lot by any property owner is strictly prohibited. No property owner shall be permitted to sell any portion or fraction of their lot without selling the whole of said lot.

23. These restrictions and covenants are designed to keep the areas as a one family residential area and all construction of all lots shall be made in such a manner as to promote said general plan.

24. These restrictions and covenants shall remain in effect for a period of twenty-five (25) years from and after the date of such filing.



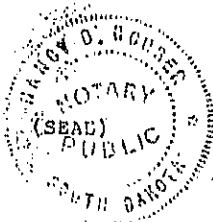
Hart Ranch Development Co.

By: Gene Addink
ITS: Treasurer

State of South Dakota)
County of Pennington) ss:

On this the 8th day of April, 1991, before me, the undersigned officer, personally appeared Gene Addink who acknowledged himself to be the Treasurer of HRC, a corporation, and that he, as such Treasurer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by his self as Treasurer.

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



Nancy B. Rohrer **RECORDED**
Notary Public, South Dakota **INDEXED**
My Commission Expires:



Nancy B. Rohrer, Notary Public
My Commission Expires January 23, 1997

DOC NO. 784779
BOOK 41 PAGE 2834
FEE 2.00 Misc

91 APR -8 PM 4:02

MARLYS FABER
PENNINGTON COUNTY
REGISTER OF DEEDS

STATE OF SOUTH DAKOTA - BUREAU OF RECORDS & DEEDS
THIS IS TO CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED FOR RECORD AND WAS PROPERLY RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, PENNINGTON COUNTY, SOUTH DAKOTA, ON APRIL 12, 1991, AT 4:02 PM.
AND ON MICROCUT FILM IN THE RELATIONSHIP OF REPRODUCTIONS.

ADDENDUM
TO

RESTRICTIONS AND COVENANTS TO RUN WITH THE LAND

Prepared by:
Franklin J. Wallahan
P.O. Box 328
Rapid City, SD 57709
(605) 348-0456

TO WHOM IT MAY CONCERN:

Hart Ranch Development Co., a Rapid City South Dakota Corporation, former Fee Owner of all and present owner of some of the following described real estate situated in Pennington County, South Dakota, to-wit:

Lots One through Seven of Block Seven of Hart Ranch West No. 1 located in the North Half of the Southwest Quarter of the Northeast Quarter, Section 33 and the East Half of Section 28, Township One South, Range 7 East, BHM, Pennington County,--South Dakota;

made and recorded Restrictions And Covenants To Run With The Land and said restrictions and covenants were filed of record in Book 41, Page 9834, with the Pennington County Register of Deeds' Office, and pertain to the above-described real estate.

In Paragraph 4 of said Restrictions And Covenants To Run With The Land, it was specifically provided that:

The architecture of any building built on said development shall be composed of *a siding* and roofing of logs, natural stone, brick or *wood* and shall be in natural earth tones; painted or stained in a natural color of wood, or in colors of browns or dark greens. The exterior of any house or building built on said development shall be finished within one year from the commencement of construction on said house or building. (Emphasis supplied.)

That since the recordation of said Restrictions And Covenants To Run With The Land, a dispute has arisen concerning whether the italicized words "*a siding . . . of . . . wood*" was intended to and would include or exclude a Masonite brand siding known as "Colorlok;" after considerable study by the land owners, an architecture committee and representatives of Hart Ranch Development Co., it has been agreed that this Addendum shall be filed of record and shall supplement Paragraph 4 of said Restrictions And Covenants To Run With The Land.

Once this Addendum is recorded, Paragraph 4 of said Restrictions And Covenants To Run With The Land shall be deemed to be supplemented by adding thereto the following sentence:

A siding of wood shall include a hardboard siding made of wood such as Masonite brand "Colorlok" siding, or its equivalent, so long as the same equals or exceeds industry weatherability standards (American National Standards Institute NCANSI/AHI 135.6-1984), is a minimum of 7/16 inch nominal thickness, is prefinished and has a minimum of a 15-year limited warranty on the factory applied finish.

The provisions of this Addendum to Restrictions And Covenants To Run With The Land is intended to run and remain in effect for the remainder of the period of 25 years from and after the date that the original Restrictions And Covenants To Run With The Land were filed and recorded.

This Addendum has been read and approved of by the following interested persons:

LOT 1, BLOCK 7

Date: May 14, 1994 Cindy K. Houk
Cindy K. Houk, Owner

LOTS 2 and 3, BLOCK 7

Date: MAY 12, 1994 Kenneth D. Knapp
Kenneth D. Knapp, Owner

Date: _____ Pamela E. Knapp
Pamela E. Knapp, Owner

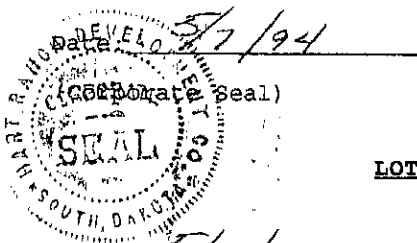
LOT 4, BLOCK 7

Date: 30 May 94 Chester R. Roberts
Chester R. Roberts, Owner

Date: 30 May 94 Mary Lou V. Roberts
Mary Lou V. Roberts, Owner

LOT 5, BLOCK 7

HART RANCH DEVELOPMENT CO.



By: Gene Addink
Gene Addink
Its Treasurer

LOTS 6 and 7, BLOCK 7

Date: 5/7/94

Virginia H. Franz
Virginia H. Franz, Owner

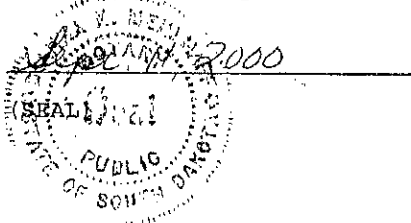
STATE OF SOUTH DAKOTA)
COUNTY OF PENNINGTON) SS INDIVIDUAL ACKNOWLEDGMENT
By Houk

On this the 16th day of MAY, 1994, before me the undersigned officer, personally appeared CINDY K. HOUK, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes therein contained.

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

DeAnna K. Mehlhoff
Notary Public, South Dakota

My Commission Expires:



STATE OF SOUTH DAKOTA)
COUNTY OF PENNINGTON) SS INDIVIDUAL ACKNOWLEDGMENT
By Knapps

On this the 12 day of ^{MAY} April, 1994, before me the undersigned officer, personally appeared KENNETH D. KNAPP and PAMELA E. KNAPP, husband and wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes therein contained.

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

Nancy Johnson
Notary Public, South Dakota

My Commission Expires:

(SEAL)

MARYLAND
STATE OF ~~SOUTH DAKOTA~~)
COUNTY OF ~~PENNINGTON~~) SS INDIVIDUAL ACKNOWLEDGMENT
By Roberts

On this the 30th day of ^{MAY} April, 1994, before me the undersigned officer, personally appeared CHESTER R. ROBERTS and MARY LOU V. ROBERTS, husband and wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes therein contained.

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

Curtis B. Lauret III
Notary Public, South Dakota
MARYLAND

My Commission Expires:

CURTIS B. LAURET III
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires February 10, 1998

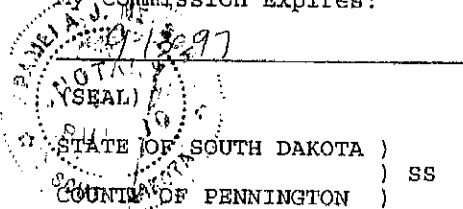
STATE OF SOUTH DAKOTA)
COUNTY OF PENNINGTON) SS CORPORATE ACKNOWLEDGEMENT
By Hart Ranch

On this the 7th day of ^{May} April, 1994, before me, the undersigned officer, personally appeared Gene Addink, who acknowledged himself to be the Treasurer of HART RANCH DEVELOPMENT CO., INC., a corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Treasurer.

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

Pamela J. Nelson
Notary Public, South Dakota

My Commission Expires:



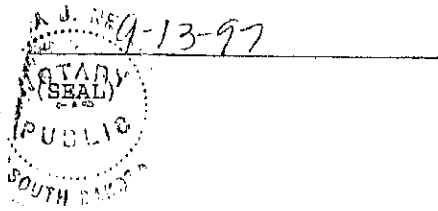
STATE OF SOUTH DAKOTA)
COUNTY OF PENNINGTON) SS INDIVIDUAL ACKNOWLEDGMENT
By Franz

On this the 7th day of ^{May} April, 1994, before me the undersigned officer, personally appeared VIRGINIA A. FRANZ, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes therein contained.

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

Pamela J. Nelson
Notary Public, South Dakota

My Commission Expires:



DOC NO. 41220
BOOK 56 PAGE 2436
FEE 13.00 Misc

94 AUG 25 AM 8:31

HARLYS FABER
PENNINGTON COUNTY
REGISTER OF DEEDS