

Prepared By:

Bennett, Main & Gubbrud, p.c.
 618 State Street
 Belle Fourche, SD 57717
 Phone No. 605-892-2011

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made this 14 day of December, 2004, by **DAVID L. WALLACE** and **DONALD G. WALLACE**, and **DEAN R. WALLACE** (the "Declarants"), whose collective address for the purposes of this Declaration is 1829 7th Avenue, Belle Fourche, South Dakota 57717.

WITNESSETH:

WHEREAS, the Declarants are the owners of the following-described property (the "property"), said property being the subject of this Declaration:

Township 8 North, Range 2 East, BHM, Butte County, South Dakota

Section 9: SW $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; and W $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$.

WHEREAS, the above-described real property has been surveyed into seven (7) separate parcels (the "parcels"), as shown on the Record of Survey attached hereto as Exhibit A and by this reference incorporated herein.

WHEREAS, the Declarants intend to offer for sale and sell some or all of the parcels and desire to subject the parcels to the covenants, restrictions, conditions and charges hereinafter set forth.

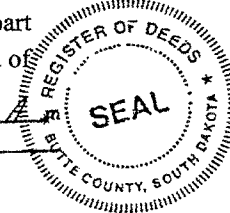
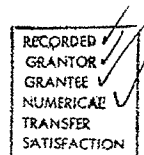
IN FURTHERANCE OF THE FOREGOING, the Declarants hereby declare that the property and parcels shall be held, sold and conveyed subject to this Declaration and the covenants, restrictions, conditions and charges contained herein, for the purpose of protecting the value and the desirability of the property and parcels. This Declaration, and the covenants, restrictions, conditions and charges contained herein, shall run with the land and shall be binding on all persons having any right, title or interest in the property and parcels or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of

STATE OF SOUTH DAKOTA, COUNTY OF BUTTE)SS

Recorded this 17th day of December 2004 at 11:20 o'clock, AM

Book 342 Page 289-293 By David L. Wallace

Doc # 2004-2852 Fee 18.00 10.00 Register of Deeds



each owner of the property and each owner of any parcel.

1.

Land Use

The property and the parcels shall be used only for single family residential purposes. No single-wide mobile homes may be placed upon the property or any parcel. All construction materials used on the property and the parcels shall be new. Commercial business may only be conducted from within residences, or from completely inside separate shops. There shall not be conducted or allowed on the property or any parcel any factory or facility of any kind or nature whatever for engaging in heavy industry or any business that is offensive, noxious, or detrimental to the use of the land in the vicinity. The property and parcels shall not be used for salvage, repair or storage businesses, slaughterhouses or animal processing. Up to one semi-tractor and trailer may be parked on each parcel, if properly licensed.

2.

Dogs and Animals

No pit bulls, Rottweilers, or any other type of attack dogs shall be allowed at any time on the property. No swine, poultry or waterfowl of any nature shall be allowed at any time on the property. There shall be no commercial feed lots or livestock operations at any time on the property.

3.

Unlicensed Vehicles

Unlicensed or unregistered motor vehicles must be stored in a fully enclosed building.

4.

Set Back

No building, structure, or other facility may be constructed or placed within fifty (50) feet of the boundary lines of a parcel.

5.

Utilities Easement

There is hereby created an underground utilities easement twenty-five (25) feet in width along the interior of every side of a parcel. Where two parcels adjoin each other, this underground utilities easement will be fifty (50) feet in width. All utilities shall be placed underground.

6.

Signs

No billboards or advertising signs shall be allowed on the property or on any parcel.

7.

Waste

No garbage, junk, vegetable or food waste shall be placed or stored upon the property or any parcel except in tightly covered metal or plastic containers. All other refuse shall be placed in containers or enclosures in a manner not constituting a nuisance by reason of wind litter, disorderly appearance, odor, or abnormal fire hazards. Owners shall be responsible for the timely and regular removal and proper disposal of garbage and other refuse from the property and all parcels.

8.

Compliance with Laws and Regulations

The owners and occupants of the property and the parcels shall at all times comply with all federal, state, county and local laws, ordinances, rules and regulations.

9.

Enforceability

The restrictive covenants set forth herein shall attach to and run with the land, and the Declarants and their heirs, successors and assigns, and the owner or owners of any part or parcel of the property, shall have the right to institute and prosecute proceedings-at-law or in equity against any person or persons violating or threatening to violate any provision of this Declaration. Failure by any person to enforce any provision of this Declaration shall not be deemed to be a waiver of the right to do so.

10.

Binding Effect and Duration

This Declaration, and the covenants, restrictions, conditions and charges contained herein, shall run with the land and shall be binding upon all owners and occupants of the property and the parcels. After twenty-five (25) years from the date this Declaration is recorded, the owners may vote to change, amend or add additional protective covenants, provided that the owners of seventy-five percent (75%) of the square footage of the property vote in favor of said changes, amendments or additions. All votes shall be pro rata based upon the amount of land owned.

IN WITNESS WHEREOF, the Declarants hereby set their hands and seals effective as of the date set forth above.

DAVID L. WALLACE

Donald G. Wallace
DONALD G. WALLACE

DEAN R. WALLACE

STATE OF _____)

) ss.

County of _____)

On this the _____ day of _____, 200__, before me, the undersigned officer, personally appeared **DAVID L. WALLACE**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

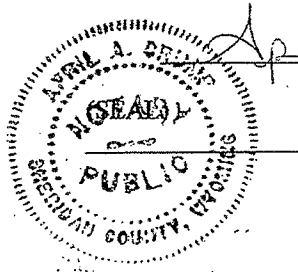
(SEAL)

Notary Public
My Comm. Exps.:

STATE OF Wyoming)
) ss.
 County of Sheridan)

On this the 14th day of December, 2000, before me, the undersigned officer, personally appeared **DONALD G. WALLACE**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



April A. DeLong

Notary Public
 My Comm. Exps.: August 18 2007

STATE OF _____)
) ss.
 County of _____)

On this the _____ day of _____, 200____, before me, the undersigned officer, personally appeared **DEAN R. WALLACE**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

 Notary Public
 My Comm. Exps.: _____