

Wittrock Subdivision
Declaration of Covenants, Conditions & Restrictions

This Declaration is made by the owners, Declarants, the owners of the following described real property in Custer County, South Dakota:

PLAT OF LOTS 1 THROUGH 14, LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 4 EAST OF THE BLACK HILLS MERIDIAN, CUSTER COUNTY, SOUTH DAKOTA

The undersigned, being the owner of the property as herein described above, does hereby declare and subject the said real property subdivision to the following covenants and restrictions to be binding on all parties having right, title and interest in the above-described lots or any part thereof, their heirs, successors and assigns, and shall enure to the benefit of each owner thereof.

1. ZONING RESTRICTIONS. All tracts shall be governed by the rules and regulations imposed by the appropriate county planning and zoning authority. Any and all improvements and structures placed on any tract and other development of any tract shall comply to and with such zoning requirements.
2. USE OF TRACT. Each tract shall be used for residential purposes only and shall not be used for any business, trade, commercial or industrial purpose whatsoever, except that individuals may conduct non-nuisance, inoffensive businesses from their homes.
3. SINGLE FAMILY DWELLING. No more than one single family dwelling shall be constructed or placed on any tract or subdivided tract. Each single family dwelling shall consist of a minimum of 1200 square feet of living space on the ground floor, not including an enclosed garage, carport, decks, porches, attached structures used for storage, or guest house. Any barn, shop, or detached garage shall be no more than one story tall and shall consist of a minimum of 800 square feet of space.
4. CONSTRUCTION.
 - (a) All dwellings shall be newly constructed and of wood, stone, brick, or a combination of these materials.

shall harmonize with other structures and the surrounding terrain.

All dwellings are to be placed on permanent foundation of concrete that is of the same dimension as the exterior walls of the dwelling with no gaps in said foundations.

- (b) No mobile home will be permitted. A mobile home may be placed on a tract during the actual construction of a permanent residence. The mobile home and all connections and attachments shall be promptly removed from the tract after completion of the permanent residence. All construction shall be completed within eighteen (18) months of its commencement, unless such completion is prohibited by inclement weather or disaster.

5. APPEARANCE AND IMPROVEMENTS. All structures and improvements on each tract shall be maintained in a state of good repair and shall be neat and well-kept in appearance. Brick exteriors shall be of an earth-tone hue. All exterior surfaces, except roofs and stone and brick surfaces, shall be painted or stained in a muted earth-tone color or sealed with a clear sealer. All exteriors shall be of wood, brick or stucco material. Steel or aluminum exterior siding is permitted if it has the appearance of natural wood. Other finishes will be permitted only with the written approval of Declarant.
6. ANIMALS. Four (4) head of horses are permitted for each five acres within a tract and shall be confined upon the owner's property. No exotic animals, other than domestic pets, are permitted within the subdivision. All pets will be controlled to prevent wondering, and contact with others.
7. ANNOYANCE. No obnoxious or offensive activity shall be conducted on any tract or subdivision road, nor shall anything be done which may be, or may become, an annoyance or nuisance to other residents and owners of tracts in the subdivision. No firearms may be discharged within the subdivision.
8. GARBAGE AND REFUSE DISPOSAL. No tract shall be used or maintained as a dumping grounds for old vehicles, junk or rubbish. No garbage and other waste shall be kept, except in sanitary containers, prior to removal. Individual owners shall remove garbage from their tract within a responsible time or use a garbage pick-up service.

they are kept in a state of good repair and do not interfere with access to any easement for utilities or roadways.

10. SEWAGE DISPOSAL. Sewage disposal for each tract shall be accomplished by individual septic tanks. All septic tanks and disposal fields must be approved by the appropriate health authority. No cesspools or outside toilets are permitted.
11. UTILITIES. All power and telephone lines upon any tract shall be constructed underground to the extent possible and as allowed by the respective utility company.
12. LIMITED ACCESS. No tract of property herein described may be used for access to any other property excepting subdivided tracts thereof, and any road constructed upon any said tract shall be used on for access to the residence located upon said lot or tract or subdivided tract thereof.

There shall be one (1) exception to the "Limited Access": Lot 13 and Lot 14 shall allow Lot 12 an access of ten (10) feet in width. The ten (10) foot access shall consist of five (5) feet of Lot 13 and five (5) feet of Lot 14 and the center of the ten (10) feet in width shall be the surveyed line shown on Wittrock Subdivision Plat dividing Lots 13 and 14 filed with the Register of Deeds of Custer County.

13. SUBDIVISION. Any owner of any tract of property herein described shall not have the right to subdivide his respective parcel of property into any tract less than five (5) acres in size.
14. ENFORCEMENT. Any owner of a tract of land of property herein described shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any owner to enforce any covenants or restrictions contained in this Declaration shall not be deemed as a waiver to enforce such covenant or restriction in the future.
15. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision of the Declaration, which shall remain in full force and effect.
16. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of recording of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years.

twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the record owners of the tracts and recorded in the office of the Register of Deeds of Custer County, South Dakota. Thereafter, this Declaration may be amended by an instrument signed by not less than sixty-six and two-thirds percent (66 2/3%) of the record owners of the tracts and recorded in the office of the Register of Deeds of Custer County, South Dakota.

Dated this 4 day of September, 2001.

BY: *Robert N. Wittrock*
Robert N. Wittrock
Declarant

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF CUSTER)

On this the 4th day of September, 2001, before me, the undersigned Notary Public, personally appeared Robert N. Wittrock, known to me or satisfactorily proven 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 have hereunto set my hand and official seal.

My Commission Expires:

07/29/04 04 2005
Month / Day / Year

(Seal)

Richard H. Long
Notary Public - South Dakota

Prepared by:
Walker C. Witt
Attorney at Law
P.O. Box 552
Custer, South Dakota 57730
(605) 673-2212

STATE OF SOUTH DAKOTA, COUNTY OF CUSTER SS 18998

Filed this 20 Day of Sept at 3:00 O'clock PM

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Frances M. Laves 4
Fee \$ 16 pd. Register of Deeds