

DECLARATION OF RESTRICTIONS AND COVENANTS  
TO RUN WITH THE LAND

The undersigned, being the developers and all owners of the following described real estate in Pennington County, South Dakota, to-wit:

Lots 1-5 of Seven Hills Subdivision, located in MS 1506, Section 32, Township 2 North, Range 3 East, Black Hills Meridian, Pennington County, South Dakota,

hereby make, promulgate, apply and declare the following declaration as to limitations, restrictions and uses to which the above-described real estate may be put; this declaration being designated for the purpose of keeping said real estate desirable, uniform and suitable in agricultural design and use as hereinafter specified. These restrictions and covenants shall be binding upon all owners and purchasers of said lots and their successors and interests, grantees, heirs, devisees and legal representatives, and all persons and entities whomsoever shall now or in the future own or control any of said lots and any deed or conveyance of said lots shall be deemed given subject to and contain these restrictions and covenants as fully as though the same were set out in said deed or conveyance in extenso, all as follows, to-wit:

Section 1. Use. All of the above-described lots are intended to be known, described and utilized primarily as and for residential and recreational purposes and no commercial activity shall be permitted on any of said lots. All dwellings, garages or other outbuildings of the structures incidental to the use of and occupancy of said lots shall meet Pennington County zoning standards and requirements.

Section 2. Building Type. All residential structures which are commonly known as "stick built" homes and are built for year round occupancy shall be constructed with a minimum of nine hundred (900) square feet in living area. Placement of mobile homes on the lots shall be allowed, but all of such mobile homes shall be at least fourteen (14) feet wide, shall be in good repair, and shall be set on a foundation or skirted within a reasonable time. All buildings placed on the lots shall be of high quality workmanship and materials. The exterior walls of all dwellings and other structures constructed on site shall be finished in natural or earth-tone colors.



Section 3. Nuisances. No nuisances or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to others.

Section 4. Garbage and Refuse Disposal. No premises shall be used or maintained as a dumping ground for old cars, rubbish or trash or by a business involving the same, and all garbage or similar waste shall be kept in sanitary containers, and all incinerators and other equipment for the disposal of garbage shall be kept in a clean and sanitary condition.

Section 5. Motor Vehicles. No motor vehicles except such as are licensed and in normal operating condition and in average daily use shall be kept on the property for a period in excess of ninety (90) days.

Section 6. Transfers. Any transfer of title by deed or otherwise or possession by lease or otherwise shall be subject to the provisions of the protective covenants herein contained.

Section 7. Enforcement. Enforcement shall be by proceeding at law and equity against any person or persons claiming violation of any restrictions herein either to restrain violation or to recover damages. If the parties hereto or any of them or their heirs or assigns, or any future owner of any of the lots herein shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute in law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Section 8. Severability. Invalidity of any one of these covenants or a part thereof by judgment or Court order shall in no way effect any of the other enumerated provisions which shall remain in full force and effect.

Section 9. Rural Zoning. All future rural zoning ordinances, if any, shall apply in addition to these restrictive covenants, but shall in no way reduce these regulations.

Section 10. Letter of Authorization. The Letter of Authorization, dated February 2, 1989, and signed by Milton D. Brown and Dean L. Berger for Anthony W. DeToy, a copy of which is attached hereto, shall be binding upon all parties and all persons purchasing or claiming an interest in Lots 1 and 2 of the above-described real estate. Any transfer of title by deed or otherwise or possession by lease or

otherwise shall be subject to the provisions of said Letter of Authorization.

Dated this 16 day of May, 1989.

Milton D. Brown  
Milton Donald Brown

STATE OF SOUTH DAKOTA }

COUNTY OF PENNINGTON }

ss.

On this the 16<sup>th</sup> day of May, 1989, before me, the undersigned officer, personally appeared Milton Donald Brown, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained.

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

Vickie C. Smith  
Notary Public



Dated this 17<sup>th</sup> day of May, 1989.

Barbara A. Brown  
Barbara A. Brown

STATE OF COLORADO }

COUNTY OF Denver }

ss.

On this the 17<sup>th</sup> day of May, 1989, before me, the undersigned officer, personally appeared Barbara A. Brown, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same for the purposes therein contained.