

PINE-OAK SUBDIVISION

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION made this 7 day of January, 1982, by ELIZABETH SCHLEUNING of Rapid City, Pennington County, South Dakota, and KENNETH L. PASCOE and LOLA I. PASCOE, husband and wife, of Spearfish, Lawrence County, South Dakota, legal owners; and DEER MEADOWS, INCORPORATED, a South Dakota Corporation, having its principal office in Spearfish, South Dakota, equitable owner, hereinafter called the Developer, of the real estate described as follows:

Plat of
PINE-OAK SUBDIVISION
LOTS 1 through 36

A Subdivision of SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 6, Gov't Lot 7 (SW $\frac{1}{4}$ SW $\frac{1}{4}$) Sec. 6, Lot A of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 6, Lot A of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 6, Gov't Lot 1 (NW $\frac{1}{4}$ NW $\frac{1}{4}$) Sec. 7, Lot A of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 7, all in T6N, R2E, Black Hills Meridian, Lawrence County, South Dakota.

WHEREAS, the Developer intends to develop and offer for sale lots and tracts as shown in said plat and the parties hereto are desirous of subjecting all parcels within the development to and hereby make the following declarations as to the limitations, restrictions and uses to which any lot thereof may be put, hereby specifying that said declarations shall be binding upon all grantees of any portion of said property and all persons claiming under or through them, and for the benefit of and limitations of all future owners of this real property area; this declaration of restrictions being designed for the purpose of keeping all new additions desirable, uniform and suitable to architectural design and uses as herein specified.

NOW, THEREFORE, the undersigned legal and equitable owners do hereby declare and make the following covenants:

I.

All lots in the above described property shall be known and utilized for the purpose or purposes as allowed according to the zoning classification given this property by Lawrence County, South Dakota. On all residential zoned lots, all structures shall be single family dwellings, not to exceed two (2) stories in height and shall have an attached or detached private garage for not more than three (3) cars. That only one (1) permanent residence shall be built upon each lot, although each lot with a permanent residence may construct a guest cottage but such cottage shall not, under any circumstances, be used as a rental unit but shall be solely used for guests of the owners of the property. No lot shall be further subdivided.

II.

All building setback requirements as set forth in the Lawrence County Zoning Ordinance and Comprehensive Plan shall be the minimum setback requirements in this Subdivision.

III.

No commercial use, feed lot, noxious or offensive trade or activity shall be carried on upon any residential lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Furthermore, no commercial or industrial trucks, equipment or materials shall be stored upon said residential lots with the exception of such as is necessary in the construction as permitted upon said lots.

IV.

No trailer, basement, moved in house, tent, shack, garage or any other building shall be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence at any time.

V.

Once construction of any residence on any lot in the above described tract is commenced, all exterior construction plus landscaping and sidewalks shall be completed within 240 days. This restriction does not apply to minor items relative to construction on the inside of the structure, where the construction of the outside of the structure and the lawn and sidewalks have been completed.

VI.

No one story dwelling having less than 1,000 square feet on the ground floor, one and one-half story dwelling less than 1,000 total square feet on all floor levels on or above grade, and two story dwelling having less than 1,000 square feet on the ground level and the second level having less than fifty percent of the square footage on the ground level, exclusive of open porches and garages shall be permitted on any residential lot in the above described tract. All construction of all houses shall be of new material and new construction and no house shall be moved onto any lot from any other lot or from outside the above described property.

VII.

Easements for installation and maintenance of utilities facilities, including but not limited to private water systems, are reserved in all road right-of-ways as shown on the plat of the above described property and within a ten (10) foot strip adjacent to and on each side of each lot line of each lot.

VIII.

No structure, planting or other materials shall be permitted which may obstruct and retard the flow of water through natural drainage channels.

IX.

No sign of any kind shall be displayed to the public view on any lot except one professional, directive or information sign of not more than one square foot, and one sign of not more than five square feet advertising the property for sale, or signs used by the builder to advertise the property during the construction and sale period, which sign shall be not more than five square feet; except signs for directional and information purposes approved by the Pine-Oak Subdivision Homeowners Association.

X.

Owners of lots in size of three (3) acres or more shall be permitted to keep one horse and lots in size of five (5) acres or more shall be permitted to keep two horses, provided that adequate fencing is maintained and care provided and that proper shelter be constructed, which shelter shall have a minimum setback of 150 feet from the front lot line and 50 feet from side and rear lot lines. That offspring of said horses shall not be counted until six months of age. That no other animals, livestock or poultry, except dogs, cats and other pets for household enjoyment and not for commercial purposes which are kept on a leash or fenced, shall be kept, raised or bred in the subdivision. That no owner shall have more than two dogs or two cats or one of each.

XI.

No motor vehicles, cars, buses, tractors, and trailers that are not in normal running condition and in average daily use shall be kept on any of the above described property. It is further specifically understood that this covenant is to forbid and prohibit the keeping of any wrecked motor vehicle not in normal use and operation, and any other like debris on any of the above described property.

XII.

No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste and all trash, garbage and refuse shall be placed in tight garbage cans of the type and kind in normal use in this locality, and that such shall be emptied and disposed of at least once every fourteen (14) days.

XIII.

No outhouse or privy shall be permitted on any lots in this subdivision and until such time as there is a sanitary sewer in the street in front of said lots, sewage disposal shall be by septic tank and drainage within lot lines.

XIV.

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

XV.

No more than one family occupancy shall be permitted to exist on a permanent basis on any residential lot, except that this provision shall not exclude any persons from residence with the principal occupant when such person shares as members of the principal occupants family in the common living arrangements and otherwise maintains a home in common with the principal occupant.

XVI.

That all lot owners shall join and remain members of the Pine-Oak Homeowners Association, which has or shall be formed and shall sign and execute all papers and documents as is necessary to do so.

XVII.

That all lots owners shall, prior to construction, submit a copy of all proposed construction plans, including information regarding exterior finish and color of such proposed structures to the Homeowners Association who shall review the same to assure compliance with the provisions herein and who shall have the power to disapprove any exterior finish or color which they deem inappropriate and contrary to maintain autistic beauty of the

development by a majority vote of said association which decision the lot owner shall thereby be bound.

XVIII.

That each lot owner upon commencement of construction shall place and maintain a sign upon said lot bearing the postal box number or other appropriate identification marker of said lot owner, which number shall also be placed upon a map of said development and provided to the Spearfish Volunteer Fire Department for the purpose of assisting said department in providing fire protection.

XIX.

That all water storage systems or central water systems shall be located and constructed to facilitate access thereto by the Spearfish Volunteer Fire Department or any other fire protection organization, and furthermore, all said storage tanks or water systems shall be equipped to provide for connection and the ability to pump from the tank or water system.

XX.

All sewer systems shall be designed by a registered engineer, shall comply with all state and county rules and regulations as they now exist or shall hereinafter be promulgated, and shall be constructed accordingly thereto only after approval has been obtained as may be now or hereafter acquired.

XXI.

Roads or easements providing access to the lots in this subdivision are shown on the recorded map and plat as set forth in Document #81-2474, Register of Deeds Office, Lawrence County, South Dakota. Any private roads and driveways shall be constructed and maintained by the lot owner and such private roads and driveways shall be constructed with proper drainage and necessary culverts.

Deer Meadows, Incorporated, has constructed all roads in said subdivision and it is the intent of Deer Meadows, Incorporated to provide a good graveled road for the benefit of each lot owner in the Pine-Oak Subdivision Homeowner's Association. Deer Meadows, Incorporated, shall not be responsible for continued maintenance or improvements of the roads and that at such time as Deer Meadows, Incorporated, determines that the road system is of a good quality, Deer Meadows, Incorporated shall no longer be responsible for the same.

XXII.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the then owners of the lots within said subdivision has been recorded, agreeing to change said covenants in whole or in part.

XXIII.

Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants and said proceedings shall be either to restrain violation or to recover damages, and the action may be brought by any person possessing any interest in the above described land or by any land owners on this real property.

IN WITNESS WHEREOF, the undersigned do hereby set their hands to these covenants on this 7th day of January, 1982.

