

PINE-OAK SUBDIVISION  
DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION made this 7th 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, equitable owner,  
having its principal office in Spearfish, South Dakota, 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 the following  
declarations as to limitations, restrictions and uses; and

WHEREAS, 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 all future owners of said property area;  
and

WHEREAS, these declarations are for the purpose of keeping all new additions desirable, uniform and  
suitable to architectural design and uses 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  
allowed

according to the zoning classification given this property by Lawrence County, South Dakota.

All residential lots shall contain only one single-family dwelling and garage for not more than three  
cars.

Only one permanent residence per lot is permitted. Guest cottages may be erected for personal use only  
and may not be rented.

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. No commercial or industrial trucks, equipment or materials shall be stored upon residential lots except those required in the construction of permitted uses.

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 temporary structure 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.

VI.

No one-story dwelling having less than 1,000 square feet on the ground floor, and no one-and-one-half-story dwelling having less than 1,000 total square feet, or 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 erected on any residential lot within the above described tract.  
All construction shall be of new material.  
No moved-in structures shall be allowed.

VII.

Easements for installation and maintenance of utilities, including water systems, are reserved in all road rights-of-way as shown on the plat of the subdivision, and in 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 professional signs not exceeding one square foot; builder signs not exceeding five square feet; and real estate signs of not more than five square feet. Other signs must be approved by the Pine-Oak Subdivision Homeowners Association.

X.

Owners of lots of three (3) acres or more shall be permitted to keep one horse. Lots in size of five (5) acres or more shall be permitted to keep two horses, provided adequate fencing is maintained and proper shelter

is provided. Horse shelters must meet setback requirements: 150 feet from front lot line; 50 feet from side and rear lot lines.

Other animals, livestock or poultry are not permitted except dogs, cats and other pets for household use only.

No owner shall have more than two dogs or two cats or one of each.

XI.

No motor vehicles, cars, busses, tractors or trailers that are not in normal running condition or normal use

shall be kept on any lot. It is understood this restriction is intended to forbid storage of abandoned or wrecked vehicles.

XII.

No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. Trash, garbage,

and refuse shall be kept in tight garbage cans of the type and kind in normal use in the locality and emptied at least once every fourteen (14) days.

XIII.

No outhouse or privy shall be permitted on any lots in this subdivision. Until sanitary sewer becomes available,

disposal shall be by septic tank and drainage within lot lines.

XIV.

Any transfer of title or possession shall be subject to these protective covenants.

XV.

No more than one family occupancy shall be permitted to exist as a permanent basis on any residential lot,

except that this prohibition shall not prevent close family members of the principal occupant from sharing

the home when such person is cared for by the principal occupant.

XVI.

All lot owners shall join and remain members of the Pine-Oak Subdivision Homeowners Association which shall be

formed and shall sign and execute all papers as necessary to do so.

XVII.

All lot owners shall, prior to construction, submit a copy of their building and exterior finish plan for examination and approval of the Pine-Oak Subdivision Homeowners Association. The Association may reject plans

that do not meet the aesthetics and design standards set forth in these covenants.

XVIII.

Each lot owner commencing construction shall place and maintain a sign upon said lot bearing the postal box

number or other identification number of said owner. Said number shall also be placed on a map

furnished  
to the Spearfish Volunteer Fire Department.

XIX.

All water storage systems or central water systems shall be located and constructed to permit fire truck access and pump connection for fire protection.

XX.

All sewer systems shall be designed by a registered engineer, shall comply with all state and county rules and shall be subject to approval.

XXI.

Roads or easements providing access to the lots shall be constructed and maintained by the lot owner. Private roads and driveways shall be maintained by the owner, with proper drainage and culverts.

XXII.

These covenants run with the land and shall bind all parties and their successors for a period of twenty (20) years from the date hereof, after which time they automatically renew for successive five (5) year periods unless changed by vote of the lot owners.

XXIII.

Enforcement of these covenants may be by legal or equitable proceedings by any owner or by the Association.

IN WITNESS WHEREOF, the undersigned have set their hands  
this 7th day of January, 1982.

Elizabeth Schleuning  
Kenneth L. Pascoe  
Lola I. Pascoe  
DEER MEADOWS, INCORPORATED  
By: Donald G. Nichols, President

--- NOTARY ACKNOWLEDGMENTS ---

STATE OF SOUTH DAKOTA )  
COUNTY OF LAWRENCE ) ss.

On this 12th day of January, 1981, before me personally appeared  
Elizabeth Schleuning, Kenneth L. Pascoe and Lola I. Pascoe, known to me  
to be the persons whose names are subscribed to the foregoing instrument.

Aurelia Schwab, Notary Public  
My commission expires: 1-8-86

STATE OF SOUTH DAKOTA )

COUNTY OF LAWRENCE ) ss.

On this 7th day of January, 1982, before me personally appeared Donald G. Nichols and Raymond Nordstrom, known to me to be President and Secretary of Deer Meadows, Incorporated, who acknowledged execution of the foregoing instrument.

Ty Boro, Notary Public

My commission expires: March 31, 1984