

DECLARATION OF ZONING RESTRICTIONS  
AND COVENANTS

WHEREAS, the undersigned is the owner in fee simple of the following described real property situated in the County of Meade, State of South Dakota, to-wit:

All of Block One and all of Block Two, being a part of Lot Twelve in the Northeast Quarter of the Southwest Quarter and a portion of the Southeast Quarter of the Northwest Quarter of Section Four, Township Five North, Range Five East of the Black Hills Meridian, Meade County, South Dakota, and

WHEREAS, pursuant to authority set forth in the South Dakota Code of 1939, Sections 45.2611 to 45.2614, both inclusive, the undersigned owner desires to make the following declarations as to limitations, restrictions and uses to which the lots above described may be put, hereby specifying that said declaration shall constitute covenants to run with all the land and shall be binding upon all grantees of any portion of said property and all other persons claiming under or through them, and for the benefit of and limitations of all future owners of property in said property it being the intention of the undersigned that they are designed for the purpose of keeping said addition to the City of Sturgis, desirable, uniform and suitable in architectural design and use as herein specified,

NOW THEREFORE, the undersigned owner does hereby declare and make the following covenants:

I.

All lots in the above-described property shall be known and described as residential lots. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling, not to exceed two and one-half stories in height and a private garage for more than two cars and other outbuildings which are incidental to residential use of the lot.

II.

The building plan must conform and harmonize with any existing structures which may be in the subdivision at the time the new house is proposed, and as to location of the building with respect to topography and finished ground elevation.

III.

That no building shall be located on any of the lots nearer than twenty feet to the front lot line nor nearer than twelve feet to any side street line. No building shall be located nearer than five feet to any side lot line except for a detached garage or other outbuilding which if placed to the rear of the house may be located up to one foot of the side lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

IV.

No residential structure shall be erected or placed on any lot or combination of lots, which building plot has an area of less than 5,400 square feet or a width of less than 60 feet at the front building set-back line.

V.

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

VI.

No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the above described property shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, excepting however, that a trailer house or a basement may be used as a temporary residence for a period of time not to exceed six months by a person or persons who are building a home upon a portion of said property described hereinabove in conformity with these restrictions and covenants.

VII.

Once construction of any building on any lot in the above described tract is commenced, it must proceed with an ordinary, reasonable continuation of construction until completed, and no partly constructed building shall be left on any of the lots for an unreasonable length of time without any construction work or materials furnished being applied to the structure toward its completion. This restriction refers to major completion items of a structure and does not apply to minor items relative to construction items on the inside of a structure where the construction of the outside of a structure has been completed.

VIII.

No dwelling costing less than \$10,000.00 shall be permitted on any lot in the above-described tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet in the case of a one-story structure, nor less than 1,200 square feet in the case of a one and one-half, two or two and one-half story structure.

IX.

Easements for installation and maintenance of utilities facilities are reserved within a five foot strip adjacent to all lot lines. Easements are also reserved for the installation of guy wires, and anchors and rights to overhang property with wires and cables wherever required.

X.

Easements for installation and maintenance of drainage facilities are reserved within a five foot strip adjacent to all lot lines. Within these easements no structure, planting or other material shall be permitted to remain which may change the direction of flow of drainage channels in the easements in any direction other than along the drainage easements onto the streets or park area or which may obstruct or retard the flow

of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for this improvements for which a public authority or utility company is responsible.

XI.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than 5 square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sale period.

XII.

No animals, livestock or poultry shall be allowed on any lot except that dogs, cats or other household pets, as long as they are not kept, bred or maintained for any commercial purpose.

XIII.

These covenants are to run with the land and shall be binding and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time the said covenants shall be automatically extended for successive periods of ten years each unless an instrument denoted as a deed of revocation signed and executed by all persons having an interest in the said real property as successors in interest to the undersigned owner is recorded in the office of the Register of Deeds and a copy thereof filed in the office of the City Auditor of the City of Sturgis, and the same is approved by resolution duly adopted by the City Council, City of Sturgis. This is the procedure for changing any one or all of the covenants herein contained at any time.

XIV.

Enforcement of these covenants shall hereby be by proceeding at law against any person or persons violating or attempting to violate any covenant and said proceedings shall either be 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 the City of Sturgis, within which such land is situated.

XV.

Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the owner has hereby set his hand on this 2nd day of August, 1962.

s/ Roy H. McKee  
Roy H. McKee

Acknowledged Aug. 2, 1962 with seal.

## DECLARATION OF ZONING RESTRICTIONS AND COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That the following described persons, hereinafter referred to as GRANTOR, are the owners of the following described real property, to wit:

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 of Block One, and Lots 1, 2, 3, 5, 6, 12, 13, 14, 15, 21, 22, 23, 24, 25, and 26 of Block Two, being a part of Lot Twelve in the Northeast Quarter of the Southeast Quarter and a portion of the Southeast Quarter of the Northwest Quarter of Section 4, Township Five North, Range Five East of the Black Hills Meridian, Meade County, South Dakota, in the City of Sturgis, South Dakota.

The GRANTOR hereby makes and declares the following limitations, restrictions and uses upon and of such real property as a restrictive and protective covenant lying with the land and as binding upon the GRANTOR and upon all persons claiming under GRANTOR and upon all future owners of any part of such real property, so long as these restrictions and protective covenants remain in effect.

### SECTION ONE.

All construction shall be new construction built on the lot. No trailer, basement, tent, shack, garage, barn, or other building erected on the above described property shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary nature be used as a residence, excepting however, that a trailer house or a basement may be used as a temporary residence for a period of time not to exceed six months by a person or persons who are building a home upon a portion of said property described herein above in conformity with these restrictions and covenants.

### SECTION TWO.

No dwelling costing less than \$25,000 shall be permitted on any lot in the above described tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1200 square feet in the case of a one-story structure, nor less than 1500 square feet in the case of a 1½ or 2 story structure.

### SECTION THREE.

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 25 years from the date the original Declaration of Zoning Restrictions and Covenants were recorded, after which time the said covenants shall be automatically extended for successive periods of ten years each unless an instrument

denominated as a deed of revocation signed and executed by 80% of the owners of the lots within the subdivision is recorded in the office of the Register of Deeds and a copy thereof filed in the office of the City Auditor of the city of Sturgis, and the same is approved by resolution duly adopted by the City Council of the City of Sturgis. This is the procedure for changing any one or all of the covenants herein contained at any time.

Dated this 29 day of August, 1973.

s/ Ralph Powers  
RALPH POWERS, Owner Lot 17, Block 1

s/ Martha Powers  
MARTHA POWERS, Owner Lot 17, Block 1

s/ Arnold E. Gullickson  
ARNOLD GULLICKSON, Owner Lots 14 & 15,  
Block 2

s/ Kathryn E. Gullickson  
KATHRYN GULLICKSON, Owner Lots 14 & 15,  
Block 2

s/ Roy McKee  
ROY MCKEE, Owner Lots 12 & 13, Block 2

s/ Eva McKee  
EVA MCKEE, Owner Lots 12 & 13, Block 2

s/ Louis Bertolotto  
LOUIS BERTOLOTTI, Owner Lot 4, Block 1

s/ Diana Bertolotto  
DIANA BERTOLOTTI, Owner Lot 4, Block 1

s/ Frances W. Griswold  
FRANCES GRISWOLD, Owner Lot 5, Block 2

s/ Doris Herring  
DORIS HERRING, Owner Lots 2, 3, 5, 6, 7,  
8, 9, 10, 11, 12, 13, 14, 15 & 16, of  
Block 1 and Lots 1, 2, 3, 5, 6, 21,  
22, 23, 24, 25 & 26 of Block 2

s/ Emory Herring  
EMORY HERRING, owner Lots 2, 3, 5, 6, 7,  
8, 9, 10, 11, 12, 13, 14, 15 & 16, of  
Block 1 and Lots 1, 2, 3, 5, 6, 21,  
22, 23, 24, 25 & 26 of Block 2

Acknowledged August 29, 1973, with seal.

Filed August 29, 1973 at 3:30 p.m.  
Recorded in Book 322 on Page 656

AMENDMENT TO  
DECLARATION OF ZONING  
RESTRICTIONS AND COVENANTS

WHEREAS, the owners of the real property described below did file a Declaration of Zoning Restrictions and Covenants with the Register of Deeds' Office of Meade County, South Dakota on the 29th day of August, 1973 at 3:30 o'clock P.M., which Declaration of Zoning Restrictions and Covenants were recorded in Book 322 on Page 656 of the Records of the Register of Deeds' Office of Meade County, South Dakota, and

WHEREAS, the undersigned desire to amend said Declaration of Zoning Restrictions and Covenants, and

WHEREAS, the undersigned are the owners of more than eighty percent (80%) of lots effected by said Declaration of Zoning Restrictions and Covenants, now therefore,

1. The undersigned do hereby amend Section One of the Declaration of Zoning Restrictions and Covenants pertaining to the property described below dated August 29, 1973, said Section One shall now read as follows:

SECTION ONE

All construction on all of the property described below, with the exception of Lots 15 and 16 in Block One shall be new construction built on the lot. This requirement of new construction shall not be imposed against Lots 15 and 16 of Block One, but shall remain in full force and effect as to the remainder of the real property covered by these covenants. No trailer, basement, tent, shack, garage, barn, or other building erected on the above-described property shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary nature be used as a residence, excepting, however, that a trailer house or a basement may be used as a temporary residence for a period of time not to exceed six months by a person or persons who are building a home upon a portion of said property described hereinabove in conformity with these restrictions and covenants.

2. The real property to which this Amendment pertains is described as follows:

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 of Block One, and Lots 1, 2, 3, 5, 6, 12, 13, 14, 15, 21, 22, 23, 24, 25, and 26 of Block Two, being a part of Lots Twelve in the Northeast Quarter of the Southeast Quarter and a portion of the Southeast Quarter of the Northwest Quarter of Section Four, Township Five North, Range Five East of the Black Hills Meridian, Meade County, South Dakota, in the City of Sturgis, South Dakota.

3. All of the other terms and conditions of the Declaration of Zoning Restrictions and Covenants dated August 29, 1973 shall remain in full force and effect.

Dated this \_\_\_\_\_ day of April, 1983.

/s/ Ralph Powers  
Owner Lot 17, Block 1

/s/ Martha Powers  
Owner Lot 17, Block 1

/s/ Roy H. McKee  
Owner Lots 12 and 13, Block 2

/s/ Eva McKee  
Owner Lots 12 and 13, Block 2

/s/ Alice C. Henneman  
Owner Lots 14 and 15, Block 2

/s/ L. J. Henneman  
Owner Lots 14 and 15, Block 2

/s/ Frances W. Griswold  
Owner Lot 5, Block 2

/s/ Doris Herring  
Owner Lots 2, 3, 5, 6, 7, 8, 9,  
10, 11, 12, 13, 14, 15 & 16 of  
Block 1, and Lots 1, West Half  
of Lot 2, Lots 6, 21, 22, 23, 24,  
25 & 26 of Block 2

/s/ Emory Herring  
Owner Lots 2, 3, 5, 6, 7, 8, 9,  
10, 11, 12, 13, 14, 15 & 16 of  
Block 1, and Lots 1, West Half  
of Lot 2, Lots 6, 21, 22, 23, 24,  
25 & 26 of Block 2

Acknowledged April 25, 1983, with seal, by Ralph Powers and Martha Powers.

Acknowledged April 25, 1983, with seal, by L. J. and Alice Henneman

Acknowledged April 25, 1983, with seal, by Roy McKee and Eva McKee

Acknowledged April 25, 1983, with seal, by Frances W. Griswold

Acknowledged April \_\_\_\_\_, 1983, with seal, by Doris Herring and Emory Herring

Filed April 26, 1983 at 11:15 a.m.

Recorded in Book 387 on Pages 603/606

Register of Deeds Office, Meade County, South Dakota



AMENDMENT TO  
DECLARATION OF ZONING  
RESTRICTIONS AND COVENANTS

WHEREAS, the owners of the real property described below did file a Declaration of Zoning Restrictions and Covenants with the Register of Deeds Office of Meade County, South Dakota on the 29th day of August, 1973 at 3:30 o'clock P.M., which Declaration of Zoning Restrictions and Covenants were recorded in Book 322 on page 656 of the Records of the Register of Deeds' Office of Meade County, SD, and

WHEREAS, the undersigned desire to amend said Declaration of Zoning Restrictions and Covenants, and

WHEREAS, the undersigned are the owners of more than eighty percent (80%) of the lots effected by said Declaration of Zoning Restrictions and Covenants, now therefore,

1. The undersigned do hereby amend Section One of the Declaration of Zoning and Covenants pertaining to the property described below dated August 29, 1973, said Section One shall now read as follows:

SECTION ONE

All construction on said property described below, with the exception of Lots 9,10,11,12,13,14, of Block One, and Lots 1, and N 1/2 of 2 and Lots 5,6,21,22,23 and 25 of Block Two shall be of new construction built on the lot. This restriction shall remain in full force and effect as to the remainder of the real property covered by these covenants.

No temporary structure of any kind shall be established on any of these lots except, a basement or trailerhouse may be allowed for a period of (Six) months duration while the construction of a new permanent residence is in progress.

2. The real property to which this Amendment pertains is as described as follows:

Lots 2,3,4,5,6,7,8,9,10,11,12,13,14,15,16, and 17 of Block One, and Lots 1,2,3,4,5,6,12,13,14,15,21,22,23,24,25 and 26 of Block Two, being a part of Lot Twelve in the Northeast Quarter of the Southeast Quarter and a portion of the Southeast Quarter of the Northwest Quarter of Section Four, Township Five North, Range Five East of the Black Hills Meridian, Meade County, South Dakota, in the City of Stugis, South Dakota.

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ADDENDUM TO  
AMENDMENT TO DECLARATION OF  
ZONING RESTRICTIONS AND COVENANTS  
DATED OCTOBER 10, 1992

WHEREAS, Doris Herring and Emory Herring did file with the Register of Deeds Office of Meade County, South Dakota, an Amendment to Declaration of Zoning Restrictions and Covenants dated October 10, 1992, said Amendment recorded Book 456, Page 825 of the records of the Register of Deeds Office, Meade County, South Dakota, and

WHEREAS, said Amendment was not signed by 80% of the Lots affected by the Declaration of Zoning Restrictions and Covenants filed with the Register of Deeds Office of Meade County, South Dakota in Book 322, Page 656, and

WHEREAS, the undersigned signers of this Addendum do represent 80% of the Lots affected by said Declaration of Zoning Restrictions and Covenants, now therefore:

1. The undersigned do hereby join in and ratify the above-described Amendment to Declaration of Zoning Restrictions and Covenants pertaining to Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 of Block 1 and Lots 1, 2, 3, 5, 6, 12, 13, 14, 15, 21, 22, 23, 24, 25, and 26 of Block 2 being part of Lot 12 in the Northeast Quarter of the Southwest Quarter and a portion of the Southeast Quarter of the Northwest Quarter of Section 4, Township Five North, Range Five East of the Black Hills Meridian in the City of Sturgis, Meade County, South Dakota.

2. All construction on said property described above, with the exception of Lots 8, 9, 10, 11, 12, 13, and 14 of Block 1 and Lots 1, the North Half of Lot 2, and Lots 5, 6, 21, 22, 23, and 25 of Block 2 shall be of new construction built on the lot. This restriction shall remain in full force and effect as to the remainder of the real property described above covered by these covenants.

3. No temporary structure of any kind shall be established on any of these lots except a basement or trailer house may be allowed for a period of six months duration while the construction of the new permanent residence is in progress.

4. All of the other terms and conditions of the Declarations of Zoning Restrictions and Covenants dated August 29, 1973 shall remain in full force and effect.

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5. It is specifically the intent of this Amendment to allow existing houses to be moved on to Lots 9, 10, 11, 12, 13, 8, and 14 of Block 1, and Lot 1, the North Half of Lot 2, and Lots 5, 6, 21, 22, 23 and 25 of Block 2 as described above.

Dated this 25 day of November, 1992.

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HED LIVING TRUST

BY: Doris N. Herring
DORIS HERRING, Co-Trustee

BY: Emory B. Herring
EMORY HERRING, Co-Trustee

Owners of Lots 5 thru 14
in Block 1 and Lots 1, N/2 Lot 2, 5, 6, 21,
in Block 2 23, 23, 25 + 26

Doris N. Herring
DORIS HERRING

Emory B. Herring
EMORY HERRING

=====
Frances N. Griswold
FRANCES N. GRISWOLD

Co-owner of Lot 5 in Block 2

[Signature]

Owners of Lots 3+4, Block 1

[Signature]

=====
[Signature]
Theresa Ann Hecker

S/2 Lot 2, All of
Owners of Lots 3+4 Block 2

=====
[Signature]

Owners of Lot 17, Block 1

[Signature]