

DECLARATIONS OF RESTRICTIONS AND COVENANTS TO RUN WITH THE LAND

JOHN C. RICHEY and DORAME A. RICHEY, husband and wife, of Belle Fourche, Butte County, South Dakota: To the public:

The above named, as owners of the following described real property, to-wit:

Lots 1 through 13 in Block 2; Lots 1 and 2 in Block 1, and Lot A of Lot C in Morningside Addition No. 1 to the City of Belle Fourche, Butte County, South Dakota, as located in being part of Lot C of Tract A in the East Half of the Southeast Quarter of Section 15, Township 8 North, Range 2 East, Black Hills Meridian, Butte County, South Dakota.

For the purpose of maintaining fair and adequate property values and continuing said property as a desirable residential area and part of the City of Belle Fourche, Butte County, South Dakota, make the following covenants and restrictions to run with the land as provided by law, and the same shall be binding on all parties and persons claiming under them, and for the benefit and limitation upon all future owners of said property as hereinafter specified:

1. If any person, his heirs, administrators, executors, and assigns, acquiring right, title or interest in and to any portion of said above described real property shall violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said above described real property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and to seek judgment either to prevent him or them from so doing or to recover damages for such violation. The invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

2. No trailer, basement, tent, shack, garage, mobile home, modular home, or out building shall at any time be used as a residence temporarily or permanently, nor shall any other structures of temporary character be used as a residence. No moved in buildings or houses shall be allowed to be placed on any of said residences with the exception of sheds used for the containing of garden tools, lawnmowers, and other materials of like kind and character.

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

Declarations of Restrictions and Covenants to Run With the Land
John C. and Dorane A. Richey
Page 2

4. No animals, livestock, or poultry of any kind, shall be raised, bred or kept on any lot except that dogs, cats our household pets may be kept, but not bred or maintained for any commercial purposes.

5. No lot shall be used or maintained as a dumping ground for rubbish, garbage or other waste of any kind or character, in that all such waste shall be kept in the sanitary containers, and that all such containers, including incinerators, or other equipment for storage or disposal of such material, shall be kept in a clean and sanitary condition.

6. All single family dwellings must be a minimum size of 1,100 square feet. The size limitation of 1,100 square feet shall not include garages or workshops, either attached or unattached, and shall not include submerged basements. Split level single family dwelling units may take into account the partially exposed basement level in the computation of total square footage.

7. No more than one single family dwelling unit shall be located on any one said lot provided, however, that in the event the owner of any lot or lots desires to construct a multiple family dwelling unit, either in the nature of a duplex or apartment building, said owner must first seek the approval of the makers of these covenant or their heirs, assigns, transferees, or successors in interest. In seeking approval for the construction of a multiple family dwelling, the individuals desiring to construct the same must present plot plans and blueprints to the covenanters or their successors and interest as hereinabove provided.

8. No farm trucks, semi-tractors or semi-tractor trailer combination, or trucks of a larger size than one ton trucks shall be allowed to be parked on any of the hereinbefore mentioned real property nor on any streets or alleys adjoining the hereinabove referenced property, whether the streets, alleys, or driveways be public thoroughfares or privately owned, with the exception, however, that trucks, tractors or combinations thereof shall be allowed to be parked on or adjoining the above property during construction of any building or residence, and while in the process of making deliveries or in the process of

Declarations of Restrictions and Covenants to Run With the Land
John C. and Dorane A. Richey
Page 3

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

Dated this 23 day of Sept, 1977.

John C. Richey
John C. Richey

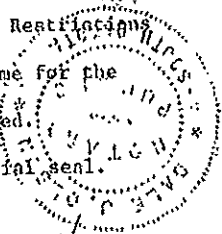
Dorane A. Richey
Dorane A. Richey

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF BUTTE)

On this the 23 day of Sept., 1977, before me, the undersigned officer, personally appeared, JOHN C. RICHEY and DORANE A. RICHEY, husband and wife, known to me or satisfactorily proven to be the person whose names subscribed to the Declarations of Restrictions and Covenants and acknowledged that they executed the same for the purposes therein contained, and as their free act and deed.

In witness whereof I hereunto set my hand and official seal.

Walter J. Olson
Notary Public



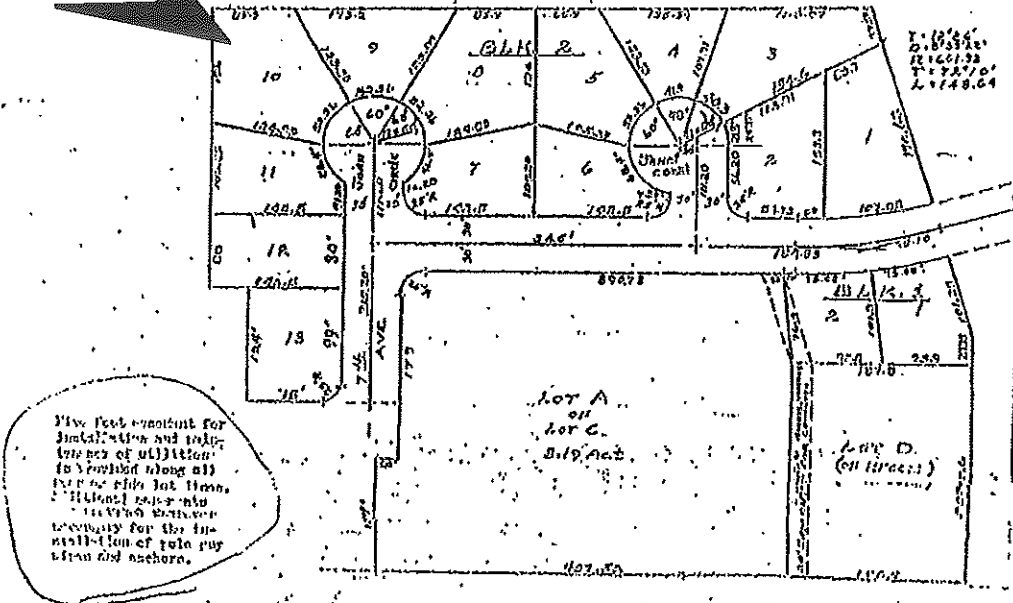
(Seal)

STATE OF SOUTH DAKOTA, COUNTY OF BUTTE } SS
Filed this 23 day of September, 1977 at 2:32 o'clock, P.M.
Book 229 Page 599 By Walter J. Olson
Register of Deeds

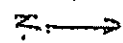
RECORDED ✓
GRANTOR ✓
GRANTEE ✓
NUMERICAL ✓
TRANSFER ✓
SATISFACTION ✓



PLAT OF
CERTAIN BIRTH CERTIFICATE
PART OF LOT "C" AND LOT "D"
OF TRACT "A" LOCATED IN 1/2 OF
SECTION 15, T1N, R2E, N.D.U.
DITTO COUNTY, NORTH DAKOTA



Five foot easement for
installation and utility
support of utility lines
to be located along all
sides of Lot A, B, and C.
This easement shall be
maintained in accordance
with the provisions of the
Ordinance of the City of
Bismarck, North Dakota.



SURVEYOR'S CERTIFICATE

I, Allan J. Hill, of the State of North Dakota, a Licensed Land Surveyor, do hereby certify that, at the request of the owner I have shown in the above plat, an, worked upon the ground the foundation thereof in the manner shown above. Said tract as by the description shown above. The location and dimensions of the said tract are as shown in the above plat. It is located on the east side of and east of the 14th day of March, A. D. 1977.

Allan J. Hill
Licensed Land Surveyor

ASSURANCE OF SURVEYOR

STATE OF NORTH DAKOTA,
COUNTY OF DITTO

ON THIS DAY, before me, the undersigned, a Notary Public within and for the State and County aforesaid, person named herein, known to me to be the person who executed the foregoing Surveyor's Certificate and acknowledged to me that it was his act and deed this 14th day of March, 1977.

Paul M. Dittman
Notary Public, by Commission expires

CERTIFICATE OF OWNER

I, John C. Hilkey, of the State of North Dakota, do hereby certify that I, do, own the real estate shown in the above plat, that I, do, authorize and do John in and approve the above survey and plat, and that it is free from any encumbrances. In witness whereof, I have hereunto set my hand and seal this 14th day of March, 1977.

John C. Hilkey
John C. Hilkey

John C. Hilkey
John C. Hilkey

ASSURANCE OF OWNER

STATE OF NORTH DAKOTA,
COUNTY OF DITTO

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