

COVENANTS AND RESTRICTIONS

WHEREAS, BARBARA STEINEL, a single woman, is the owner of the following described real estate, to-wit:

Tracts 1, 2, 4, 5, 6, 7, and 8 of Centennial Hills No. 3, a Subdivision of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 29, T6N R3E, B.H.M., Lawrence County, South Dakota, according to a plat filed in the office of the Lawrence County Register of Deeds as Plat Document #94-1477.

WHEREAS, THOMAS G. PALM, a married man, d/b/a FULL CIRCLE CONSTRUCTION, is the owner of the following described real estate, to-wit:

Tract 3 of Centennial Hills No. 3, a Subdivision of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 29, T6N R3E, B.H.M., Lawrence County, South Dakota, according to a plat filed in the office of the Lawrence County Register of Deeds as Plat Document #94-1477.

Let it be known that we do hereby make the following declarations as to limitations, restrictions and uses to which any lots or tracts 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 in architectural design and use as herein specified.

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

I.

Each tract of land described above shall be known, utilized and described as residential lots. All structures shall be single family dwellings.

II.

No building shall be located on any of the lots nearer than forty feet (40') to the front lot line, nor nearer than twenty feet (20') from any side lot line. For the purposes of this covenant, eaves, steps and open sloops and porches, not exceeding ten feet (10') in width, shall not be considered as

part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

III.

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.

IV.

Easements for installation and maintenance of utilities facilities are reserved within a six foot (6') strip adjacent to all lot lines and within a twelve foot (12') strip adjacent to all exterior lot lines.

V.

No animals for commercial purposes shall be kept, raised or bred in the subdivision.

VI.

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

VII.

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.

VIII.

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.

- 2 -

IX.

No more than one family occupancy shall be permitted to exist on a permanent basis on any 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 occupant's family in common living arrangements and otherwise maintain a home in common with the principal occupant.

X.


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-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) 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.

XI.

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 landowners of this real property.

IN WITNESS WHEREOF, the undersigned owners do hereby set their hands to these covenants on this 30th day of August, 1994.


Barbara Steinel


Thomas G. Palm, d/b/a Full
Circle Construction

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF LAWRENCE)

On this, the 30th day of August, 1994,
before me, the undersigned officer, personally appeared Barbara
Steinel, known to me or satisfactorily proven to be the person

subscribed to in the within instrument and acknowledged that she executed the same for the purposes therein contained and as her own free act and deed.

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

Suzann Cramer
Notary Public

My commission expires: 3-26-2000

(Seal)

STATE OF SOUTH DAKOTA)
COUNTY OF LAWRENCE) ss.

On this, the 30th day of August, 1994,
before me, the undersigned officer, personally appeared Thomas G. Palm, known to me or satisfactorily proven to be the person subscribed to in the within instrument and acknowledged that he executed the same for the purposes therein contained and as his own free act and deed.

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

Suzann Cramer
Notary Public

My commission expires: 3-26-2000

(Seal)

138,420

This document was prepared by:
Harlan A. Schmidt
Attorney at Law
P.O. Box 1048
Spearfish, South Dakota 57783
605-642-2622

DOC. NO. 94-4001

FEE \$ 11.00 Jan

1994, September 6

4:28 P.M.

JUDY R. MEVERDEN
LAWRENCE COUNTY
REGISTER OF DEEDS

- 4 pages

CONSTITUTION AND DECLARATION OF
CENTENNIAL HILLS #3 SUBDIVISION HOMEOWNERS' ASSOCIATION

THIS CONSTITUTION AND DECLARATION is hereby made by the undersigned, hereinafter referred to as declarant, the singular to include the plural, who has this day voluntarily formed a nonprofit homeowners' association of the residents of the subdivision known as the CENTENNIAL HILLS #3 SUBDIVISION HOMEOWNERS' ASSOCIATION, more specifically described as follows, to-wit:

Tracts 1 through 8, inclusive, of Centennial Hills #3 Subdivision, a Subdivision of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 29, T6N R3E, B.H.M., Lawrence County, South Dakota, according to the plat filed in the office of the Lawrence County Register of Deeds as Plat Document No. 94-1477.

WHEREFORE, THE UNDERSIGNED DECLARE AND CERTIFY AS
FOLLOWS:

ARTICLE I.

NAME

That the name of the homeowners' association is the CENTENNIAL HILLS #3 SUBDIVISION HOMEOWNERS' ASSOCIATION.

ARTICLE II.

AGENT AND OFFICE

That Barbara Steinel, whose address is 927 33rd Street, Spearfish, South Dakota 57783, is hereby appointed as the initial agent of the association and that the principal office of the association is located at 927 33rd Street, Spearfish, South Dakota 57783.

ARTICLE III.

PURPOSE

That the association is formed as a nonprofit association to provide for the maintenance and repair of the subdivision and appurtenant roads and to provide for the operation, maintenance and billing for the water.

ARTICLE IV.

MEMBERS

Every tract or lot owner shall be a member of the association and shall have one (1) vote per lot, except that declarant shall have five (5) votes for each lot owned by declarant. Membership runs with and is appurtenant to a lot and each lot owner has an easement and right of enjoyment of any common area or property owned by the association. Subsequent owners of the property will acquire seller's rights in the association, subject to payment of association assessments and service charges. Where more than one person holds an interest in a lot, all such persons as they may among themselves determine and in no event shall more than one vote be cast with respect to any one lot. No member may be expelled from the association or be denied voting rights. No interest held as security for the performance of an obligation shall be entitled to any membership rights.

ARTICLE V.

BOARD OF DIRECTORS

The affairs of the association shall be managed by a board of not less than two (2) directors, who shall be elected by the members of the association for staggered terms of three (3) years, shall serve without compensation, and who shall adopt bylaws for the association. The initial board of directors, who shall serve until their successors are elected and qualify are:

<u>Name</u>	<u>Address</u>
Barbara Steinel	927 33rd Street Spearfish, South Dakota 57783
Preston Cutright	927 33rd Street Spearfish, South Dakota 57783

ARTICLE VI.

APPURTENANCES

The undersigned hereby declare that the above described property shall be held, sold and conveyed subject to this constitution and declaration, which shall run with the real property and shall be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Constitution and Declaration - 2

ARTICLE VII.

POWERS AND OPERATION

The association shall have the power to fix and collect annual or special assessments; to acquire, deal in or dispose of real or personal property in connection with the affairs of the corporation; borrow money with the assent of two-thirds (2/3) of the membership; and to dedicate, sell or transfer all or any part of the property.

Section 1. Annual Assessments. On or before the 1st day of December of each year, the board of directors shall determine the annual assessments required to operate the association during the twelve (12) months beginning on the 1st day of January. After approval, the treasurer shall notify, by mail or by hand delivered notice, each member, before March 1st, of the assessments, which shall be paid in semi-annual installments on April 1st and October 1st. Supplemental annual assessments may be levied under the same procedure with membership approval required only if the total annual assessment shall be a charge upon the land as well as a personal obligation of the person who was an owner at the time the assessment fell due.

Section 2. Special Assessments. In addition to annual assessments, the association may levy, from time to time, special assessments for capital improvements or equipment, provided that the special assessment shall be first approved by two-thirds (2/3) vote at a meeting of the members.

Section 3. Notice and Quorum. Notice of meetings shall be given by mail or hand delivered not less than two (2) weeks in advance of a meeting to each member in the subdivision and by mail to each nonresident owner of unimproved lots. The quorum shall be three (3) members or proxies. If a required quorum is not present, a subsequent meeting shall be called one (1) week later and the required quorum at the subsequent meeting shall be two (2) members or proxies. Proxies may not be valid for beyond eleven (11) months nor binding on subsequent owners of the grantor's lot.

Section 4. Uniform Rate of Assessments. All assessments must be uniformly fixed for all lots.

Section 5. Nonpayment of Assessments. Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the rate established for judgments under the laws of the State of South Dakota. Assessments are both a personal obligation of the member and a charge against the member's lot, subordinate to the lien of any first mortgage. Mortgagees are not required to collect assessments. The owner is personally obligated to pay the same and the association shall

Constitution and Declaration - 3

have the right to take such action as is necessary to enforce payment of the assessments, but failure to pay assessments shall not constitute a default under an insured mortgage. The association shall, upon demand and for a reasonable charge, furnish to any owner a certificate stating the status of payment of assessments.

ARTICLE VIII.

ENFORCEMENT AND AMENDMENT

The association and individual owners shall have the right to incorporate or annex additional area into this association, to enforce the provisions of this constitution and declaration, and to amend this constitution and declaration, in full or in part, by an instrument signed by declarant or by not less than two-thirds (2/3) of other lot owners. Any amendment or annexation shall be filed for record with the Lawrence County Register of Deeds.

ARTICLE IX.

ANNUAL MEETINGS

The annual meeting of the members of the association shall be on the second Saturday of January, yearly.

ARTICLE X.

DISSOLUTION

If the association is dissolved, its assets shall be dedicated to a public body or conveyed to a nonprofit organization with similar purposes.

IN WITNESS WHEREOF, the undersigned, the declarant and owner, has hereunto set his hand and seal effective the 30th day of September, 1994.

Barbara Steinel
Barbara Steinel

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF LAWRENCE)

On this, the 16th day of October, 1994,
before me, the undersigned officer, personally appeared Barbara

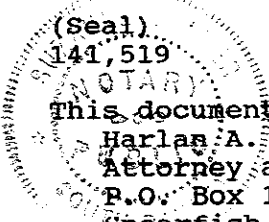
Constitution and Declaration - 4

Steinel, known to me or satisfactorily proven to be the person subscribed to in the within instrument and acknowledged that she executed the same for the purposes therein contained and as her own free act and deed.

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

Suzanne Cramer
Notary Public

My commission expires: 3-26-2000



This document was prepared by:

Harlan A. Schmidt
Attorney at Law
P.O. Box 1048
Spearfish, South Dakota 57783
605-642-2622

DOC. NO. 94-4667

FEE \$ 13.00 JEM

1994, Oct. 18

12:23 P.M.

JUDY R. MEVERDEN
LAWRENCE COUNTY
REGISTER OF DEEDS

5 pages

Constitution and Declaration - 5

DOC. # 94-4667 PAGE 5 OF 5