Prepared by:

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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICITIONS AND RESERVATIONS**

THESE DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS are made and entered into this \_\_\_day of \_\_\_\_­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by Kindsfater Farm, LLC, with a mailing address of 18812 Kindsfater Lane, Belle Fourche, SD 57717 herein after referred to as ‘Declarant”. WHEREAS, Declarant is the sole owner of the following described real property, located in Butte County, South Dakota, which shall hereinafter be referred to as:

Kindsfater Ranchette 2 Located in: NE4 Section 11, T8N, R2E, BHM, Butte Co. SD

WHEREAS, Declarant intends to impose the following covenants, conditions restrictions and reservations. NOW, THEREFORE, the Declarant does hereby declare and make the following covenants and impose the following conditions, restrictions and reservations, hereinafter “Declaration”, upon the Tract as legally described above.

Section 1. Verification and Clarification. The following restrictive covenants will pertain to the entire Lot.

Section 2. Lot is to be used for a single-family dwelling or commercial use. Any additional subdivision is to be according to Butte County Ordinances.

A. Residential dwellings will be stick built or manufactured homes consisting of a minimum of 1000 square feet on the main level. Two story homes shall have a minimum of 800 square feet on the main level. No single-wide mobile homes shall be allowed.

B. No pastel or similar exterior colors are allowed as the primary exterior color of any structure.

C. Outbuildings are allowed including barns, stables, shops, and storage buildings. Exterior color shall match the exterior color of the residence. Corrals may be built, provided they are built using new materials and constructed in a good workman like fashion.

D. Large equipment and trucks may be kept on the property as long as they are in operating condition.

Section 3. Building Set-Backs. The minimum building setbacks for all structures on a Lot the (“ Setback”) shall be as follows: At least fifty (50) feet from the front Lot line, and twenty five (25) feet from all other Lot lines.

Section 4. Perimeter fences. Perimeter fences, if erected, are to be shared. The installation, maintenance and repair of the fences, shall be governed by current South Dakota Codified Laws.

Section 5. Junkyards. No junkyards or salvage yards shall be maintained on any of the above described property. All garbage, trash and other debris of any type of nature shall be promptly removed from the premises and shall not be allowed to accumulate.

Section 6. Animals. All animals shall be strictly controlled by their owner to prevent them from becoming a nuisance to the neighbors or the harassment of the wildlife and other animals. All animals are to remain within the boundary of the owner’s property. Pets or other animals shall be controlled so as to not cause excessive noise. Barking or other activities deemed offensive by other property owners shall not be allowed. All animals shall be treated in a manner consistent with the highest and best animal husbandry practices. Cats and dogs are allowed, provided they are not kept, bred, or maintained for any commercial purpose. No more than 2 large animals per 5 acres are allowed. Large animals are defined as cattle or horses. No more than 10 sheep or goats per 5 acres are allowed. Poultry shall be allowed, no pigs of any kind, are allowed. Any hay, feed, and bedding used for the care of any animals is to be kept and stored in areas free from public view. Feeders, water tanks, and like structures that are necessary for the care of livestock shall be confined to stables or corrals.

Section 7. Conservation. At all times, the owners of the above described property shall engage in sound conservation practices with regard to said property.

Section 8. Terms. The terms of these covenants, conditions and restrictions shall run for a period of 20 years from the date hereof. Said Covenants, conditions and restrictions shall automatically be renewed for additional 20 year periods unless a majority vote of those persons of the property of the described Tract shall file an appropriate instrument amending, altering, changing, or removing these covenants, conditions and restrictions. These covenants, conditions and restrictions, and future amendments are to run with the land and shall be binding on all parties and all persons claiming under them. 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. All changes in the covenants must be approved by the Butte County Planning Commission and the Butte County Commissioners and/ or appropriate jurisdictional authority.

Section 9. Enforcement. If any person, partnership, or corporation, his, their, or its heirs, administrators, executors, successors and assigns, acquiring right, title, or interest in and to any portion of said lands shall violate any of the covenants herein, it shall be lawful for Kindsfater Farm LLC or any other person or person, partnerships or corporation owning adjacent land to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and seek judgment either to prevent him or them from so doing or to recover damages for such violations. Any property owner violating any of the covenants herein contained shall be liable and responsible for reasonable attorney’s fees and costs that may result from the specific enforcement of these provisions and covenants. Failure by Kindsfater Farm LLC or any adjacent landowner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 10. Incorporation by Reference on resale. If any owner sells or transfers a lot or parcel, any deed affecting the transfer shall contain a provision incorporating these covenants, conditions and restrictions. Failure to do so shall not be deemed to defeat, alter or terminate any of these covenants, conditions and restrictions.

Section 11. E-911. Lot owner shall place signs and markers identifying improved property that complies with Butte County E-911 rules and policies.

Section 12. Sewage Disposal Systems. Only engineered sewage disposal systems shall be permitted in the Development. Sewage disposal for each Lot shall be accomplished by individual septic systems.

No cesspools or outside toilets are permitted. All septic tanks must be properly maintained by the Owner to prevent overflow or malfunction. There is “ NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM” All sewage systems are to be installed by licensed contractors.

Section 13. Fireplaces (Outdoors) and Fires. No incinerators, open fire pits, open burning or unscreened outdoor fireplaces shall be allowed.

Section 14. Weed and Grass Control. Each Owner shall control noxious weeds regardless of whether the Lot is or is not occupied.

Section 15. Safe Conditions. Without limiting any other provision in this Section, each Owner shall maintain their Lot in a safe, sound, and sanitary condition and repair at all times. Owners shall correct any condition and refrain from any activity that might interfere with other Owners.

Section 16. Binding Effect and Compliance. Each owner of any lot or parcel within the Tract, the owner’s heirs and assigns or any person acquiring any rights or privileges there from shall be fully bound by and shall comply with the provisions of this declaration. Failure to comply with these provisions, decisions or resolutions shall be grounds for action to recover sums due or for damages, or action for injunctive relief.