

Tract C Lost Camp Acreage Covenants

PART A. PREAMBLE TRACT "C"

A-1. Dated this 7th day of October, 1968, these covenants are established for the purpose of defining certain restrictions and land use designations within that area within Tract "C" of Lost camp Acreage, including portions of Mineral Surveys Nos. 1341, 1536, 1942, 2044 and 2050, all lying in Sections 2, 3 and 10 of T4K, R2E, B.H.M., Lawrence County, South Dakota, by Warbonnet, Inc., a South Dakota Corporation.

PART B. AREA OF APPLICATION

B-1. FULLY PROTECTED RESIDENTIAL AREA.

The residential area covenants in Part C shall apply in their entirety to all area within Tract "C".

PART C. RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE.

No lots in this tract shall be used except for residential purposes. No building shall be erected, altered, placed, or be 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 not more than two cars, and ancillary structures or enclosures required for fuel storage and/ or electrical generating plants, not to exceed one story and 80 square feet of gross floor area. All buildings must be completed on the outside within six months after being started.

C-2 BUILDING LOCATION.

- (a) No building shall be located on any lot nearer to the front line than 20 feet, nor nearer than 20 feet to any side street.
- (b) No building shall be located nearer than 15 feet to any interior lot line and no dwelling shall be located on any lot nearer than 25 feet to the rear lot line.
- (c) For the purpose of the covenant, eaves, steps, attached open porches and carports shall not be considered as a part of the building, provided however this shall not be construed to permit any portion of a building and lot to encroach upon another lot or onto easement areas.

C-3 EASEMENTS

Easements for installations and maintenance of utilities and drainage facilities are reserved as follows:

1. Side lot lines: Easements are granted for utilities and drainage facilities for a distance of twelve feet from the side lot lines of all lots.
2. Rear lot lines: easements for utilities and drainage facilities are granted for a distance of twenty two feet from the rear of the lot line.
3. Within these easements, not structures, planting and other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels through the easements. The easement area of each lot and all improvements on or in it shall be maintained continuously by the owner of the lot, except for which a public or private authority, or utility company, is responsible.

C-4 NUISANCES

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

C-5 TEMPORARY STRUCTURES

(a) No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, nor will they be permitted for use as a warehouse, storage, or any other use.

(b) No structure of a temporary character, trailer, basement, tent, shack, garage, or other building shall be used a permanent-residence. Mobile homes, trailers, construction shacks, garages or other outbuildings may be placed, erected or used for residence for a period not exceeding six months from date of first physical placing, erection or construction, and after which time, unless incorporated into permanent resident construction, shall be removed or dismantled.

C-6 SIGNS

No sign of any kind shall be displayed to the public view on any lot except for one professional sign of not more that two square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. This shall not apply to Lots 21 through 25, Block 1, Tract "A".

C-7 OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mining excavations or shafts be permitted upon or in any lot. NO derrick or other structures designed for use in boring for oil, natural gas, or mining, shall be erected, maintained or permitted upon any lot.

C-8 LIVESTOCK AND POULTRY.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C-9 GARBAGE AND REFUSE DISPOSAL.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-10 WATER SUPPLY

No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements and recommendations of Warbonnet, Inc., a South Dakota Corporation.

C-11 SEWAGE DISPOSAL

No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, and recommendations of Warbonnet, Inc., a South Dakota Corporation.

C-12 ELECTRIC SERVICE AND WIRING:

All electric wiring, wiring devices, fixtures and service connections shall be as approved under the National electric Code, latest edition, as they apply.

C-13 FOREST FIRE PROTECTION

No fireplaces, incinerators, open fire pits or related structures or devices shall be constructed or operated except as permitted under Chapter 20.05, South Dakota Game Fish and Forestry Laws, as revised or amended at date of construction.

PART D. GENERAL PROVISIONS.

D-1 TERM

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 thirty years for date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

D-2 ENFORCEMENT

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

D-3 SEVERABILITY

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

D-4 PRIOR RIGHTS

In the event any of these covenants are invalid because of prior rights or easements of record or of those in possession then only those covenants affected will be invalidated.

D-5 BUILDING PLANS

All building plans must be approved by Warbonnet, Inc., a South Dakota corporation, and no building may be moved upon these lots.

D-6 AMENDMENTS

Any or all of these covenants may be amended with consent of a majority of the owners of the lots therein and with approval of Warbonnet, Inc., or by Warbonnet, Inc., or its successors.

Executed this 7th day of October, 1968, by Warbonnet, Inc., a South Dakota corporation.

Filed for record on November 12, 1968 with the Office of Register of Deeds, State of South Dakota, County of Lawrence and recorded in Book No 388 Page 60