

Prepared by:
Elaina Parker, President
Santa Maria Land & Cattle Corp.
10151 SD Highway 34
Belle Fourche, SD 57717
(707) 499-5575

Doc # 020240089 Book 543 Page(s) 270 - 275
Recorded January 17, 2024 at 9:25 AM
Fee \$30.00
Julie Brunner Register of Deeds
Butte County, South Dakota

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS



THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS ("Covenants") is dated effective the 28 day of Sept, 2023, by Santa Maria Land and Cattle Corp. of 10151 SD Highway 34, Belle Fourche, SD 57717, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of the following real property, located in Butte County South Dakota, hereinafter be referred to as "The Subdivision"

BUCKHORN ESTATES
LOTS 1-8



A SUBDIVISION OF THE NE1/4, SE1/4NW1/4, AND TRACT WD60 LYING IN THE NE1/4 AND THE SE1/4NW1/4 OF SECTION 28, TOWNSHIP 8 NORTH, RANGE 1 EAST, BLACK HILLS MERIDIAN, BUTTE COUNTY, SOUTH DAKOTA

WHEREAS, Declarant intends to impose the following covenants, conditions, restrictions, and reservations upon The Subdivision as hereinafter set forth.

WHEREAS, these Covenants, Restrictions and Reservations shall apply to all of The Subdivision with the intent to govern future use and future improvement within the confines of The Subdivision.

NOW THEREFORE, Declarant does hereby declare and make the following covenants and impose the following conditions, restrictions, and reservations, hereinafter "Declaration", upon

The Subdivision as legally described above.

1. LAND USE: Only modern single family private residential dwellings, including structures such as garages and other accessory use buildings necessarily related or appurtenant to normal residential uses, shall be erected, located, and maintained on The Subdivision. Only one residential building with 1800 sq. ft. of living space or larger plus a mother-in-law unit on each lot is permitted. Rental of any such unit is prohibited.

No mobile homes shall be permitted in The Subdivision. No travel trailers shall be used for living purposes.

A home constructed of pre-fabricated wall and roof sections are allowed. All structures shall be new construction and constructed from new material and placed on a permanent foundation. All buildings shall be of high-quality workmanship and materials.

All structures must comply with the latest editions of the local, state, and national building codes, rules and regulations, including but not limited to the following:

UBC Standards of the Uniform Building Code
USFA United States Fire Administration
NECA National Electrical Code Association
South Dakota State Plumbing Code.

No structure may be erected or constructed which is closer than 40 feet from the boundaries of each Lot in The Subdivision.

Once commenced, a structure shall be fully completed within two years.

2. USE: The Subdivision may be utilized for residential and agricultural purposes, with the limitations set forth herein.
3. RESTRICTION OF AGRICULTURAL ACTIVITIES: Agricultural activities are not prohibited. However, the accumulation of manure, feed, carcasses, or other waste which may create a nuisance or unpleasant odor are prohibited. Any livestock feeding that takes place shall consist only of placement of hay, grain, or supplements on the ground or in lick tubs or feed bunks. All livestock shall be properly confined within property borders and fences maintained in good repair. Cows, sheep, horses, pigs and poultry may be kept so long as the animals are properly contained. Manure will be disposed of regularly.

Agricultural activities and general property management shall include the strict control of noxious weeds and avoiding over-grazing with excessive animal populations.

The Subdivision may be grazed, hayed and crops may be grown. Sheds and outbuildings may be constructed under the same requirements as the structure requirements set forth in Section 1 above.

4. STORAGE: All tractors, farm equipment, garden and lawn equipment, boats and marine equipment, campers and other machinery shall be stored in a building or in a manner not to create a visual blight or a nuisance.
5. COMMERCIAL ACTIVITY: Unless set forth as an exception below, no commercial business, industrial activity, sales activity, feedlot, warehouse or storage activities, no income producing activity, and no noxious or offensive activity, shall be carried on upon The Subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Further prohibited items include but are not limited to the following: Junk yards, salvage yards, commercial or public sewage treatment facilities or sewage lagoons, garbage or trash dumps, or sanitary landfills.

An exception exists for home-based businesses which do not increase traffic on the property and which do not create a nuisance or unsightly appearance.

6. NUISANCES:

The following shall not be permitted:

Accumulation, storage, location, or maintenance of abandoned, wrecked, dismantled, inoperable or unlicensed (current) motor vehicles, trailers, campers, boats, or parts thereof unless properly enclosed in a building;

Abandoned or dilapidated structures;

Any structure, building or other improvement which is kept or permitted to remain in a condition by which the building, structure or improvement is inoperable or unusable for the purposes and manner for which said property is customarily and lawfully use, and which is in a state of disassembly, major disrepair, or in a damaged condition, and which has been maintained in such condition for a period in excess of thirty (30) days;

Any accumulation of unused items, supplies, salvage items, trash, or debris.

No garbage or trash shall be placed or kept on any portion of the premises except in covered containers.

The outdoor installation of lights which shine directly upon a neighboring parcel in a manner disruptive to the neighboring parcel is prohibited.

7. ANIMALS: All domesticated animals and pets shall be controlled by the owner and kept on owner's property. All domesticated animals and pets shall remain within the borders of their owner's property.
8. FENCES: The border fences shall be, at a minimum, consistent with the requirements of SDCL 43-23-4 which defines a legal partition fence under SD Law. Maintenance of the fence by adjoining owners shall be controlled by SDCL 43-23-2. Nothing herein shall prohibit neighboring or adjoining property from owners agreeing to a different type of fence which exceeds the minimum standards.
9. SEPTIC AND DRAIN FIELDS. There shall be no out house or sewer pit permitted on any of The Subdivision. Sewage disposal shall be by septic systems constructed within compliance of all pertinent laws and regulations. All septic tanks and drain fields shall be located at least 50 feet from adjoining property lines and all private sewage disposal system shall meet or exceed all local, state, and Federal requirements.
10. SUBDIVISION: The Subdivision may not be further divided into parcels containing less than 5 acres.
11. COVENANTS RUNNING WITH LAND: The covenants and restrictions herein are to run with land contained in The Subdivision and enforcement of the same shall run

with the land contained in The Subdivision and shall be binding on

all parties and persons claiming under them. These covenants shall continue until terminated in the same manner set forth for Modification under Section 14. 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.

12. **ENFORCEMENT:** If any entity or person, including any entity's assigns or successors in interest or any person's heirs, administrators, personal representatives, or assigns, acquiring right, title, or interest to any portion of The Subdivision shall violate any of the covenants herein contained, then any person or entity, individually or jointly, owning any portion of The Subdivision shall have legal standing and the right to prosecute any proceedings at law or in equity against the person(s) or entity violating or attempting to violate any such covenant, and to seek judgment either to prevent him or them from doing and/or to recover damages for such violation, which damages shall include reasonable attorney's fees and costs involved in recovering the damages.

In addition to actual damages, any person or entity determined to be in violation of these covenants, shall pay to the other owners of The Subdivision a penalty in the amount of \$25 per day for each day the violation exists after written notice is mailed to the last known address of the alleged violating owner of The Subdivision or portion thereof. All penalties and damages received shall be distributed to the non-violating Owner(s) of The Subdivision and after deducting all costs incurred, pro-rata based upon the area owned by each non-violating owner of The Subdivision. A penalty is necessary to preserve the integrity of The Subdivision, to strongly discourage violations of these covenants, and because actual damages may not fully compensate the non-violating owners of The Subdivision and the owners of for the effect that a violation has on the enjoyment of their property.

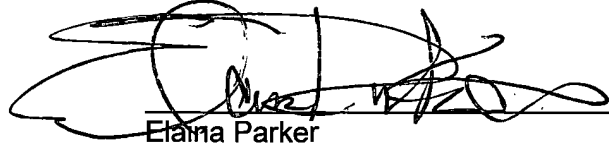
13. **SEVERABILITY:** The invalidation of any of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.
14. **MODIFICATION:** These restrictions and covenants shall run for a 20-year period at which time they shall automatically self-renew. They may be amended, altered, or modified at any time following the initial 20-year period, by action and approval of 75% of the owners of all portions of The Subdivision.

If a Modification is sought, notice of the same shall be provided to all owners of The Subdivision by certified mail with return receipt. A response reflecting the other owners agreement or disagreement shall be provided within 60 days of confirmation that all owners of The Subdivision and have received the Notice.

* All modifications must be presented to and approved by the Butte County Planning Commission and the Butte County Commissioners and/or appropriate jurisdictional authority.

Prepared by:
Elaina Parker, President
Santa Maria Land & Cattle Corp.
10151 SD Highway 34
Belle Fourche, SD 57717
(707) 499-5575

IN WITNESS WHEREOF, the parties have executed this Covenant, Conditions, Restrictions, and Reservations effective as of the day and year first above written.


Elaina Parker
President, Santa Maria Land & Cattle Corp.

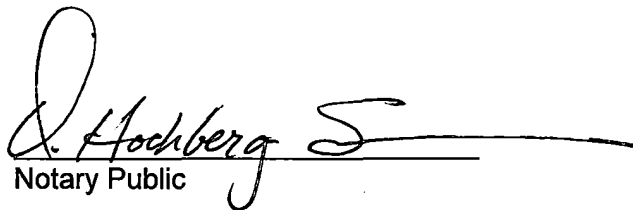
STATE OF California)
)
COUNTY OF Humboldt) ss.

The foregoing Covenant, Conditions, Restrictions, and Reservations for Robinson Subdivision, Butte County, South Dakota was acknowledged before me on

this 28th day of September, 2023 by Elaina Parker, President, Santa Maria Land & Cattle Corp.

WITNESS my hand and official seal.




Notary Public

My commission expires: June 17, 2024

OFFICIAL CALIFORNIA NOTARIAL CERTIFICATE
ACKNOWLEDGEMENT

*Attached to Declaration of Covenants,
Conditions, Restrictions and Reservations*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

BOOK 543 PAGE 275

State of California

County of Humboldt

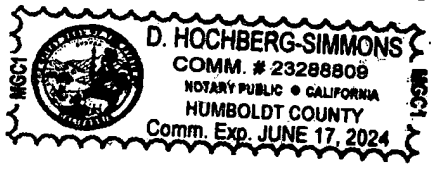
On Sept 28, 2023 before me, D. Hochberg-Simmons, personally appeared Elaina Parker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *D. Hochberg-S*

(Seal)



DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

BRUCE L. RILEY, of Spearfish, Lawrence County, South Dakota, is the owner in fee simple of real property located in Butte County, South Dakota, legally described as follows:

Township 8 North, Range 1 East, B.H.M. Butte County, South Dakota:

Section 21: Tract "A" of the E $\frac{1}{2}$ SW $\frac{1}{4}$; and Tract "B" of the SE $\frac{1}{4}$, as shown by the Plat recorded in Plat Book 12 on Page 76A, Less Tract B-1 of Tract B as shown by the Plat recorded as Document #1999-657.

Prepared by:
Bennett, Main & Gabbard
618 State
Belle Fourche, SD 57717 -and-
605-892-2011

Section 28: E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; and NE $\frac{1}{4}$.

NOW, THEREFORE, BRUCE L. RILEY, as sole owner of the above-described lands, for himself, his heirs, executors, administrators, personal representatives, successors, assigns and subsequent grantees, and all successors in interest, does hereby declare, create and impose the following land use covenants, restrictions, limitations and qualifications on each and all of the above-described land, so as to (i) enhance and protect the value, attractiveness and desirability of the property; (ii) prevent and minimize nuisances, and (iii) prevent impairment of attractiveness of the property and thereby afford owners thereof the opportunity to preserve and improve property values; and to afford such owners and occupants of the above-described lands maximum benefit and enjoyment of such property with no greater restrictions or limitations upon the free and undisturbed use of such lands than is necessary to accomplish and fulfill the purposes and provisions hereof. Accordingly, the following covenants and restrictions regarding land use are hereby created and imposed, each and all of which are appurtenant to the above-described lands and shall run with the lands for the direct benefit of the lands, and any deed, lease, conveyance, transfer, or contract respecting title or possession of the aforesaid lands, shall be subject to these covenants.

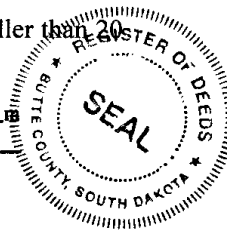
1. Only modern, single-family, private residential dwellings, including structures such as garages and other accessory-use buildings necessarily related or appurtenant to normal residential uses, shall be erected, located, and maintained on the aforesaid premises. All buildings shall be of new materials, new construction, and set on a permanent foundation. Manufactured/modular homes shall be permitted provided they are on a permanent foundation. No trailer houses or mobile homes shall be located, used, or maintained on any of the property.

2. The property may not be subdivided into parcels that are smaller than 20 acres per parcel.



STATE OF SOUTH DAKOTA, COUNTY OF BUTTE)SS

Recorded this 28th day of October 2004 at 1:30 o'clock P
Book 342 Page 93-95 By Janet A. Walker
Doc # 2004-2489 Fee 14.00 10.00 Register of Deeds



Bruce L. Riley – Declaration of Covenants, Restrictions, and Conditions

3. None of the following shall be constructed, erected, located, established or maintained on any of the aforesaid premises, or any portion thereof: junk yards, salvage yards, commercial or public sewage treatment facilities or sewage lagoons, garbage or trash dumps, sanitary landfills, any activities or operations which are noxious or offensive by reason of odor, dust, gas, smoke (except that this shall not preclude wood and/or coal heating systems) or noise, any operation, activity or use which constitutes a nuisance in a residential area, or any illegal or unlawful activities, trade or business operations.

4. Although domestic animals or livestock may be kept on the property, the same shall be so kept only under conditions providing sufficient acreage to properly care for and maintain said animals and under the further condition that said animals do not become a nuisance to owners or occupants of adjoining tracts or subdivided sites.

5. All fences and fencing shall be the responsibility of the owners of the individual tracts, and obligations respecting fences and fencing as between adjacent or adjoining tracts shall be determined by the laws of the State of South Dakota. All fences shall be promptly and properly repaired and maintained.

NATURE AND SCOPE OF COVENANTS:

1. These restrictions and covenants may be amended, altered, or modified at any time after 20 years from the date they are recorded by action and approval of owners of three-fourths (3/4) of the total area included in the aforesaid lands. Any authorized amendments, alterations, or modifications shall be disclosed by written agreement executed by all necessary and appropriate parties and shall be recorded in the office of the Register of Deeds, Butte County, South Dakota, before the same shall become effective, provided, however, no such amendments, alterations or modifications shall be construed as affecting vested property rights or interests, except as otherwise provided herein.

2. Invalidation of any of these restrictions or covenants, or any portions thereof, by a court of competent jurisdiction shall affect only the restriction or covenant in question or at issue, and shall not in any way affect any of the other restrictions or covenants herein stated, in which event, all other restrictions and covenants shall remain in full force and effect.

Bruce L. Riley – Declaration of Covenants, Restrictions, and Conditions

3. Restrictions and covenants herein contained may be enforced according to the laws of the State of South Dakota as the same pertain to covenants appurtenant to the land.

4. Restrictions and covenants herein contained shall be in force and effect for a period of twenty (20) years from the date of recording hereof, and said restrictions and covenants shall be automatically renewed for an additional twenty (20) years unless otherwise amended, altered, or modified according to the provisions hereof.

5. These restrictions and covenants shall run with the land and are appurtenant to the land for the direct benefit of the land and shall be binding on and inure to the benefit of all parties and respective successors and assigns, and any parties claiming by or under them. Any transfer of title by deed or otherwise, including a transfer of title by operation of law, shall be subject to these restrictions and covenants herein contained.

IN WITNESS WHEREOF, the undersigned hereby declares as aforesaid, and adopts the within and foregoing DECLARATION OF COVENANTS, RESTRICTIONS, AND CONDITIONS, at Belle Fourche, Butte County, South Dakota, on this 27 day of Oct., 2004.

Bruce L. Riley

BRUCE L. RILEY

STATE OF SOUTH DAKOTA)
FLORIDA) ss.
County of Butte ORANGE)

On this the 27th day of October, 2004, before me, the undersigned officer, personally appeared BRUCE L. RILEY, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Cindy G. Ford
Notary Public
My Comm. Exps: June 22, 2007



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IN SEEN

Prepared by:
Elaina Parker, President
Santa Maria Land & Cattle Corp.
10151 SD Hwy 34
Belle Fourche, SD 57717
707 499 5575

AMMENDMENT # 1
TO THE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS
OF THE BUCKHORN SUBDIVISION

THIS AMMENDMENT #1 to the " DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS ("Covenants") for the BUCKHORN SUBDIVISION that was recorded January 17, 2024 in Book 543, Pages 270-275, of the Butte County, SD Register of Deeds", is dated effective the 28th day of JULY, 2024, by Santa Maria Land and Cattle Corp. of 10151 SD Highway 34, Belle Fourche, SD 57717, hereinafter referred to as "Declarant".

WHEREAS, This AMMENDMENT is intended to AMEND and SUPPLEMENT the original DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND RESERVATIONS recorded in Book 543, Pages 270-275 of DEEDS, as identified above.

WHEREAS, Declarant is the SOLE OWNER of the real property, located in Butte County, South Dakota, hereinafter referred to as "The Subdivision" and is empowered to AMMEND the "COVENANTS" as follows:

1. The LAND USE (Section 1) Paragraph#1 is amended as follows:

LAND USE: Only modern single family private residential dwellings, including structures such as garages and other accessory use buildings necessarily related or appurtenant to normal residential uses, shall be erected, located, and maintained on The Subdivision. Only one residential building with 1400 sq. ft. of main floor living space or larger (excluding attached garage) plus a mother-in-law unit on each lot is permitted. Rental of any such unit is prohibited.

2. The RESTRICTION OF AGRICULTURAL ACTIVITIES (Section 3) Paragraph #1 shall be amended to read:

RESTRICTION OF AGRICULTURAL ACTIVITIES: Agricultural activities are not prohibited. However, the accumulation of manure, feed, carcasses, or other waste takes place shall consist only of placement of hay, grain, or supplements on the ground or in lick tubs or feed bunks. All livestock shall be properly confined within property borders and fences maintained in good repair. Cows, sheep, horses and pigs shall not exceed a combined total of six adult animals per 20 acres, of which no more than 4 shall be horses, and all shall be properly contained. Poultry and other small animals are exempted from these number so long as they are properly contained. Manure will be disposed of regularly.

Prepared by:
Elaina Parker, President
Santa Maria Land & Cattle Corp.
10151 SD Hwy 34
Belle Fourche, SD 57717
707 499 5575

3. The SUBDIVISION (Section 10) shall be amended to read:

SUBDIVISION: The Subdivision may not be further divided into parcels containing less than 20 acres.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as to the day and year first written above.

Elaina Parker, President
Santa Maria Land & Cattle Corp.