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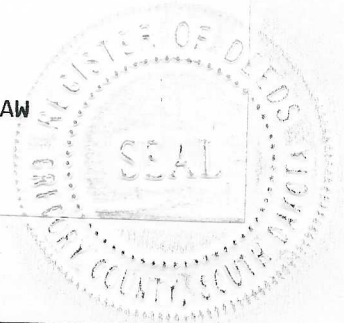
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**Prepared by:**

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*Kerri Grim*  
Kerri Grim, Register of Deeds

Return To:  
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BURKE, SD 57523



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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

This Declaration of Covenants, Conditions, and Restrictions is made this 21st day of December, 2023 by the **Bonesteel Area Community Development Corporation**, a South Dakota Nonprofit Corporation, of PO Box 331, Bonesteel, South Dakota 57317, hereinafter referred to as "Developer", of Gregory County, South Dakota.

WHEREAS the Developer is the owner of the following real estate in the County of Gregory in the State of South Dakota, to wit:

**Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8) of Block One (1) and Lots One (1), Two (2), Three (3) and Four (4) of Block Two (2), all in Railway Addition to the City of Bonesteel, located in the Northeast Quarter (NE $\frac{1}{4}$ ) of Section One (1), Township Ninety-five (95) North, Range Sixty-nine (69) West of the 5th P.M., Gregory County, South Dakota**

WHEREAS Developer, owner of the above-described real estate in the County of Gregory in the State of South Dakota, intends to sell certain parcels of real estate that have been platted as individual lots.

WHEREAS, the Developer does hereby declare that the above-described real estate shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions and easements, which are for the purpose of protecting the value and desirability of and which shall run with the title and ownership to the real estate, and shall be binding upon all parties having a right, title or interest in the above-described real estate, their heirs, successors and/or assigns, and shall ensure the benefit to each owner thereof.

**1. USE OF PROPERTY**

The property shall be used for single-family residences only, as set forth in the City of Bonesteel Zoning Ordinances. No commercial store-front businesses, repair shops, or manufacturing facilities are permitted.

**2. STRUCTURES, MATERIALS, AND IMPROVEMENTS**

All structures shall be built using new materials shall be used for construction of any and all structures.

- A. RESIDENCES: All residences shall be built and/or set on permanent foundation. No trailer houses, mobile homes, or manufactured homes are allowed. Construction shall commence within two (2) years of purchase of the lot and construction must be completed within three (3) years from the date of purchase, unless express permission is granted by the Developer. If construction has not commenced upon any lot sold within two (2) years upon which the Warranty Deed of conveyance from Developer to Buyer was recorded, Developer shall have the option to repurchase said lot for the same purchase price, less any costs it has incurred and/or will incur in connection with the repurchase of the lot.
  - B. ATTACHED GARAGES: Garages shall be optional at the election of the lot owner. Garages shall be attached to the residence.
  - C. OUTBUILDINGS: Outbuildings shall be permitted and shall only be built after, or along with, the completion of the residence. No building or storage shed can be moved to the site for remodeling purposes. No car port, trailer, "lean to", or three-sided building shall be allowed on the premises. All outbuildings shall be painted and have doors to hide the view of any stored items. Outbuildings shall be constructed only subsequent to or in conjunction with the construction of the main residence.
  - D. ROOFS: Roofs of all buildings shall have a minimum pitch of 5/12, and include soffits and eaves.
  - E. USE OF BUILDINGS: No building shall be used to store items not personally owned by the owner or lessee. Storage of property not owned by the owner or lessee for fees or out of good will is prohibited.
  - F. UTILITIES. All utilities shall be underground.
3. EASEMENTS
- Easements for utilities shall be permitted under all common dedicated roadways by Developer and/or the City of Bonesteel subject to approval by the City of Bonesteel. Purchaser shall be responsible for any and all repairs to the common roadways to restore to the condition prior to utility installation.
4. SETBACKS
- All structures shall be subject to the zoning and building codes of the City of Bonesteel, including setbacks.
5. ANIMALS
- No livestock of any kind shall be raised for production purposes on any portion of the above-described lots, with the exception that dogs and cats may be kept, bred, and maintained provided it is not done on a commercial basis and particularly no portion of the above-described real estate may contain dog kennels for the commercial production of dogs or puppies. Dogs which are maintained on the above-described property shall be kenneled overnight inside the residence or in a kennel which is attached to the residence, garage or outbuilding.

6. SIGNS

No commercial signage of any kind shall be permitted, provided, however, that it shall be permissible to display a sign for the limited purpose of advertising the property "For Sale", or signs used by the contractor to advertise the property during construction.

7. PROPERTY CONDITION

Disabled, wrecked, salvage, or inoperable vehicles, including but not limited to cars, trucks, trailers, motorcycles, and snowmobiles, must be stored within a fully enclosed building. There shall be no dumping or stockpiling of materials on the property. No trash, rubbish, or refuse may accumulate on the property except in permitted receptacles screened from public view and protected from disturbances. All landscaping shall be done using natural materials that aesthetically blend with the surroundings.

8. TERM

These covenants, conditions, and restrictions are to run with the land and shall be binding on all parties and all persons claiming by, through, or under them for a period of twenty (20) years from and after the date of the recordation of this instrument, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of twenty (20) years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to alter, change, or terminate said covenants, conditions, and restrictions in whole or in part.

Be it further known that the aforementioned Covenants, Conditions, and Restrictions shall not apply or attach to the real estate until it has transferred from Developer to any subsequent purchaser. Developer reserves the right to do, at will, whatever is legally permissible under the law with said real estate so long as they shall own any or all real estate within the above-described lots.

Bonesteel Area Community  
Development Corporation



BY: Daniel Cahoy, a/k/a Dan Cahoy  
ITS: President

ATTEST:



BY: Kelly Wollman  
ITS: Secretary

STATE OF SOUTH DAKOTA            )  
  SS  
COUNTY OF GREGORY            )

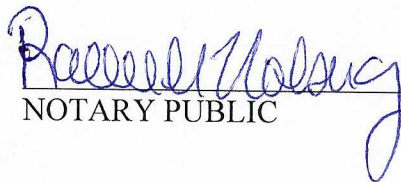
On this the 21st day of December, 2023, before me, the undersigned officer, personally appeared Daniel Cahoy, also known as Dan Cahoy, and Kelly Wollman, who acknowledged themselves to be the President and Secretary, respectfully, of the **Bonesteel Area Community Development Corporation**, a South Dakota Nonprofit Corporation, and that they, as said President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation as its President and Secretary.

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



My Commission Expires:

**COMMISSION EXPIRES  
08/29/2024**

  
NOTARY PUBLIC