

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR MOUNTAIN SHADOWS ESTATES  
MOBILE HOME PARK SUBDIVISION

THIS DECLARATION is made on the date hereinafter set forth by RAYMOND A. NORDSTROM and BEVERLY A. NORDSTROM, hereinafter referred to as declarants.

WITNESSETH

WHEREAS, the declarants are the owner of those portions of Mountain Shadows Estates described as follows (hereinafter referred to as "Property"):

Lots 1A, 2A, 10A, 11A, 12A, 14A, 15A and revised Park all in Block 1, Mountain Shadows Estates, according to Plat Document No. 99-5420; Lots 20A, 20B and 21A, Block 1, Mountain Shadows Estates, according to Plat Document No. 99-5777; Lots 19A and 20A-1, Block 1, Mountain Shadows Estates, according to Plat Document No. 98-5979; Lots 1A, 3A, 23A and 24A all in Block 4, Mountain Shadows Estates, according to Plat Document No. 94-4740; Lots 2A, 3A, 4A, 5A, 8A, 26A, 27A, 28A and dedicated street, all in Block 6 of Mountain Shadows Estates, according to Plat Document No. 96-4526, in the City of Spearfish, Lawrence County, South Dakota.

NOW, THEREFORE, declarants hereby declare that the Property is and shall be subject to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MOUNTAIN SHADOWS ESTATES MOBILE HOME PARK SUBDIVISION dated December 13, 1999 as filed in the office of the Lawrence County Register of Deeds on December 15, 1999 and recorded as Document No. 99-5973.

IN WITNESS WHEREOF the undersigned, being the declarants herein, have set their hands and seals this 16<sup>th</sup> day of May, 2000.

  
Raymond A. Nordstrom

  
Beverly A. Nordstrom

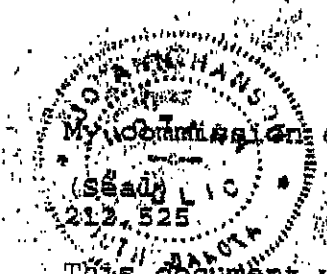
STATE OF SOUTH DAKOTA )  
 ) ss.  
COUNTY OF LAWRENCE )

On this, the 16<sup>th</sup> day of May, 2000,  
before me, the undersigned officer, personally appeared Raymond  
A. Nordstrom and Beverly A. Nordstrom, known to me or satisfac-  
torily proven to be the persons subscribed to in the within  
instrument and acknowledged that they executed the same for the  
purposes therein contained and as their own free act and deed.

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

John Hanson  
Notary Public

My commission expires: May 20, 2001



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

DOC. NO 2000-2031

2000, May 19

10:21 A.M.



REGISTER OF DEEDS  
LAWRENCE COUNTY  
SOUTH DAKOTA

FEE \$ 12.00

2 pages

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR MOUNTAIN SHADOWS ESTATES  
MOBILE HOME PARK SUBDIVISION

THIS DECLARATION made on the date hereinafter set forth by RAYMOND A. NORDSTROM and BEVERLY A. NORDSTROM, hereinafter referred to as declarant, the singular to include the plural.

WITNESSETH

WHEREAS, the declarant is the owner of that portion of Mountain Shadows Estates described as follows (hereinafter referred to as "Property"):

Lots One (1) through (17) of Block Nine (9);  
Lots One (1) through Five (5) of Block Ten  
(10); Lots One through Thirteen (13) of Block  
Eleven (11); Lots One (1) through Eight (8)  
of Block Twelve (12); Lots One (1) through  
Ten (10) of Block 13; and Lots One (1)  
through Twenty-Six (26) of Block 14, all in  
Mountain Shadows Estates Addition to the City  
of Spearfish, Lawrence County, South Dakota,  
being a Subdivision of Tract A of the SW~~1~~~~4~~~~SE~~~~4~~,  
Tract A of the NW~~1~~~~4~~~~SE~~~~4~~ and Tract B of the  
SW~~1~~~~4~~~~SE~~~~4~~ of Section 19, 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 Document #96-  
4538.

NOW, THEREFORE, declarant hereby declares that Property shall be held, sold and conveyed subject to this declaration for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns.

ARTICLE I.

ARCHITECTURAL CONTROL

Declarants shall constitute the Architectural Committee until otherwise stated. Mobile homes and all improvements such as fences, clothes lines, additions or sheds shall be first approved by the Architectural Committee before they are moved

onto or constructed upon Property.

## ARTICLE II.

### RESTRICTIONS

Section 1. Single Family Residential Use Only. The Property shall be used for single family residence purposes only. Manufactured homes only will be allowed which shall not be used for any business, trade, commercial or industrial purposes. No lot shall have more than one (1) residence. All manufactured homes and owners must comply with all local, state, and federal ordinance and regulations.

Section 2. Further Subdivision Prohibited and Easements Reserved. The Property may not be further subdivided. Easements, both over and under the ground are reserved for the installation and maintenance of utilities.

Section 3. Animals, Peace and Quiet. There shall be no kennels or commercial breeding or feeding of household pets, livestock, horses or other animals or poultry on the Property. There shall be no dogs or any outside pets other than one (1) cat per lot which must be confined and not allowed to roam at large. No noxious or offensive activity shall be carried on within the Property; nor shall anything be done or permitted which shall constitute a public nuisance therein; nor shall any firearms be discharged thereon.

Section 4. Trailers or Temporary Structures. Mobile homes of not less than 600 square feet in size and in new or nearly new condition shall be permitted on the Property, subject only to the prior approval of the Architectural Committee. No tents, basements or other temporary residences or structures shall be permitted on the Property. No articles shall be placed on roof tops of manufactured homes such as tires, cinder blocks, or any such other items. All hitches on trailers must be removed unless waived by declarant.

Section 5. Trash and Vehicles. No trash, rubbish, or refuse may be accumulated on the subdivision. This restriction applies to contractors during construction. There shall be no dumping or stockpiling of material on any lot. No motor vehicles except those in average daily use shall be kept on the Property; any rebuilding of such shall not be permitted. All RV's, campers, boats, snowmobiles, or trailers shall be stored in garages or in the Common Storage Area unless otherwise authorized in writing by the Architectural Committee. No large trucks of any kind, commercial or private, may be kept in the subdivision.

Section 6. No Signs. Except for the entry sign displaying name and information on Mountain Shadows Estates, there shall be no signs of any kind permitted on the Property or displayed to the public view, provided, however, that it shall be permissible to display on any lot one sign of not more than three foot square for the limited purpose of advertising the land for sale or lease by an owner or his agent.

Section 7. Additions, Decks, Fences, Skirting, and Storage Sheds. All construction of any additions, decks, fences, skirting, and storage sheds and the materials and colors must be approved in writing by the Architectural Control Committee, prior to obtaining any permits from City or commencing construction. Any construction on the above must be completed within thirty (30) days from beginning.

Section 8. Clothes Lines and Fences. All construction of outside clothes lines permitted shall be a retractable type mounted to the mobile home or garage or an umbrella type. Clothes lines shall be retracted or folded when not in use. The only fencing allowed is either a rail split cedar fence or a four foot high chain link fence or comparable fencing, or comparable enclosure.

Section 9. Rental Property. Only declarants may rent lots or maintain rental homes on the Property. No other rentals shall be allowed. Declarants may, in their sole discretion, grant temporary hardship exceptions to previously conforming homes where the occupancy status has changed.

### ARTICLE III.

#### GENERAL PROVISIONS

Section 1. Enforcement. Any lot owner or the Architectural Control Committee shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by the Architectural Control Committee to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this declaration shall run with the land. This declaration

