There will be a easement for the driveway. Utilities will be separate and both coming from the cul de sac.

Lot 1

Lot 2

Lot 3 has already been rezoned and subdivided.
Harriett Haines Langley,  
By:  John C. Haines, Atty.  
in Fact, and Wood Brothers,  
Inc., By:  G. B. Mansfield,  
Prest.  

-to-  

The Dakota Power Company,  
a corporation.  

Right of Way Permit  
Dated June 3, 1940.  
Consideration $1.00.  
Filed June 4, 1940 at 9:15 A.M.  
Recorded in Book 28, Page 544, Misc.  

Acknowledged by George B. Mansfield,  
President of Wood Brothers, Inc.,  
etc. and John C. Haines, attorney in  
fact of Harriett Haines Langley,  
on June 3, 1940, with seal.  

Grant the perpetual right to construct, operate and maintain  
an electric power line with poles, wires and all necessary  
attachments and appurtenances, together with the power to extend  
to any telephone company the right to use, jointly with the  
grantee, any pole placed pursuant to the provisions hereof, upon  
or adjacent to that certain piece of real estate hereinafter  
described, in the following manner:  .....together with the right  
to trim any trees along said lines where necessary to secure a  
clearance of at least four feet for the wires.  

The foregoing right is granted upon the express condition  
that the power company will assume liability for all damage to the  
hereinafter described property caused by said company's failure to  
use due care in its exercise of the granted right. The real  
estate above referred to is specifically described as follows:  

The North Half (N1/2) of SW1/4, of Section Two, Township One  
North, Range Seven E. B.H.M.
John C. Haines, Atty. in Fact for Harriett Haines Langley, and Wood Brothers, Inc. By: G. B. Mansfield, Prest. (No corporate seal),

-to-

The Dakota Power Company, a corporation, of Rapid City, S. D.

Right of Way Permit
Dated April 17, 1941
Consideration $1.00
Filed May 5, 1941 at 11:15 A.M.
Recorded in Book 29 Page 396 Misc.

Acknowledged by George B. Mansfield, President of Wood Brothers, Inc., etc. and John C. Haines, Attorney in fact of Harriett Haines Langley, on April 17, 1941, with seal.

Grants the perpetual right to construct, operate and maintain an electric power line with poles, wires and all necessary attachments and appurtenances, upon or adjacent to that certain piece of real estate hereinafter described, in the following manner;

Two - Three pole structures, carrying three No. 4A Copperweld conductors with necessary anchors as shown on accompanying map,
together with the right to trim any trees along said lines where necessary to secure a clearance of at least four feet for the wires.

The foregoing right is granted upon the express condition that the power company will assume liability for all damage to the hereinafter described property caused by said company's failure to use due care in its exercise of the granted right.

The real estate above referred to is specifically described as follows:

The North Half (N1/2) of SW1/4, Section Two, Township One North, Range Seven East BHM.
An agreement entered into this date between the City of Rapid City, a municipal corporation under the laws of the state of South Dakota, and the owner of the below described property.

The agreement covers the property legally described as:

Lot 6 of Forest Hills Subdivision located in North Half of Southwest Quarter of Section 2, Township One North, Range Seven East of the Black Hills Meridian

a plat of which has been approved by the Rapid City Common Council for purposes of transfer of title only.

The considerations for this agreement are the mutual covenants and agreements contained herein, and the approval of said plat by the City of Rapid City without the furnishing of bond.

It is specifically agreed that the seller, his heirs, or assigns shall be bound to this agreement with the City of Rapid City, and the seller agrees that he or any successor in interest will not apply for a building permit, or attempt to build or develop in any way the property covered by this agreement until such time as the seller, or his successor in interest has secured a replat of the property covered by this agreement from the City of Rapid City or until such time as the City of Rapid City is furnished a bond for the cost of all improvements in an amount and terms satisfactory to the City of Rapid City as determined by the planning commission and Common Council.

It is agreed that if the seller or any successor in interest breaches the terms of this agreement, any person who has any interest in said land shall be immediately liable to the City of Rapid City for the costs of all improvements required by the subdivision regulations of the City, that the Common Council of Rapid City deems necessary, and further that the seller or his successor in interest, as the case may be, shall be liable for all costs in enforcing this agreement, including reasonable attorney's fees. It is agreed that the liability for improvement or costs of enforcement are a charge against said land and may be enforced in any manner provided by law, either against any person holding
an interest in the land or against the land.

It is further agreed that a copy of this agreement shall be filed with the Register of Deeds Office, and the City agrees to sign a release of this agreement, and to record said release with the same formality as this agreement at any time the actual improvements are completed, or satisfactory bond has been furnished to the City for said completion.

The improvements above shall include but not be limited to streets, sidewalks, curb and gutter, water, sewer and drainage, and nothing in this agreement shall be a bar to the City Assessing the property under the assessment laws of the State of South Dakota for any of said improvements.

It is further agreed that this agreement shall run with the land.

DATED at Rapid City, South Dakota this 15 day of 
July, 1974

CITY OF RAPID CITY

BY Mayor

ATTEST:

by

Finance Officer

A. W. Horn, C.F. 12-26-74
Seller/Owner

Karl J. Schwind
Witness

State of South Dakota
County of Pennington

On this the 16th day of July, 1974, the undersigned officer, personally

appended known to me or satisfactorily proven to be the person or persons
whose name(s) is(are) 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.

My Commission expires on 10-8-78

Receipt of a copy of this agreement is hereby acknowledged

Witness
BUILDING AND USE RESTRICTIONS
CONTRACT AND DECLARATION APPLICABLE TO
LOTS 1, 2, AND 3 OF LOT G

FRED HENDRICKSON AND BEVERLY C. HENDRICKSON, present owners and
developers of Lot G of Forest Hills Subdivision, in Rapid City,
South Dakota, both of Rapid City, South Dakota, hereby promulgate,
apply and declare the following Building and Use Restrictions as
applicable and pertaining to Lots 1, 2, and 3 of Lot G, a portion
of Forest Hills Subdivision, located in the North Half (N1/2) of
the Southwest Quarter (SW1/4) of Section Two (2), Township One (1)
North, Range Seven (7) East, B.H.M., City of Rapid City,
Pennington County, South Dakota, according to the plat thereof
filed in the records of the office of the Register of Deeds for
Pennington County, South Dakota, at 8:30 A.M. on the 21st day of

These restrictions are made conformably to and under the
authority of Chapter 11-5 SDCL 1967 and shall be, and hereby are
constituted, covenants to run with the land and shall be binding
upon all owners and purchasers and proprietors of land and
interest in land in said subdivision, and their successors in
interest grantees, heirs, devisees and legal representatives, and
all person and entities whomsoever who shall now or in the future
own or control land or interest in land in said subdivision and
any Deed or conveyance of land in said subdivision shall be deemed
given subject to and to contain these restrictions and covenants
as fully as though the same were set out in said Deed or
conveyance in extenso, and these restrictions shall continue in full force and effect for a period of twenty-five (25) years from the date of this instrument, all as follows, to-wit:

SECTION 1.

All of the above-mentioned real property shall be known, described and used for residential purposes only, and shall not be used in any manner for commercial purposes. No signs of any kind shall be displayed to the public view on any of the property, provided, however, that it shall be permissible to display on any lot one (1) professionally painted sign of not more than four (4) square feet advertising the property for sale, and one (1) nameplate sign of reasonable size.

SECTION 2.

No obnoxious or offensive activity shall be carried on upon any of said land, nor shall anything be done thereon which may be, or become, an annoyance or a nuisance to the neighborhood.

SECTION 3.

No unsightliness shall be permitted on any of the lots and said premises shall not be used or maintained as a dumping ground or storage area for old automobiles, rubbish or trash, and in order to maintain the natural beauty of the area all residents and lot owners shall comply strictly with the following provisions.

A. All garbage and similar wastes shall be kept in sanitary containers and such containers and other equipment for disposal of garbage shall be kept in a clean, sanitary and fire safe condition, and such containers shall not be placed in the public view until the evening before normal trash collection day, and such containers will be promptly removed from public view when emptied. No outdoor incinerators shall be allowed.
B. No motor vehicles or parts thereof that are not in normal running condition and used periodically shall be kept on any of the within described property except within an enclosed structure, it being specifically understood that this covenant is to prohibit and forbid the keeping of any wrecked motor vehicles not in normal use and operation, and the keeping or collection of any parts or debris upon the described property.

C. Any unsightly equipment or material including garden and maintenance machinery and equipment, garbage cans and sanitary containers, lumber and construction materials and any other like equipment and materials shall be kept at all times, except when in use in an enclosed structure which shall be kept in a properly maintained condition. No lumber, grass, shrubs or tree clippings or plant waste or metals or bulk materials or scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any of the within described property.

SECTION 4.

No structures of a temporary character, including but not limited to trailers, mobile homes, basements, tents, shacks, garages, barns or other out buildings shall be erected upon or used on any of said property for a residence at any time either on a temporary or permanent basis. A detached garage for housing automobiles ard normal garage use, and an outdoor storage shed of reasonable design and size and permanent in character shall be permitted.

SECTION 5.

No animals, including horses, livestock, or poultry shall be raised, kept or bred within said property except that dogs, cats, or other animals kept and raised as pets may be kept provided that they are not kept, bred or maintained for commercial purposes. All permissable animals shall be kept on the owner's property only and not allowed to be on the other property.
SECTION 6.

All dwellings constructed, altered, placed or permitted to remain on said property shall be and occupied by, single family units; provided, that this restriction shall not extend to nor exclude from residence with the principal owner and occupant of a dwelling when such person or persons share as member of the principal occupant's family in common living arrangements and otherwise maintain a home in common with the principal occupant; nor, shall it exclude domestic servants from living with the principal occupant; nor shall it exclude a professional office in said residence.

SECTION 7.

Once construction has begun on a dwelling, the exterior of said dwelling shall be completed within a twelve (12) month time.

SECTION 8.

No dwelling shall be constructed or erected on said property which shall be more than two stories in height, plus a walkout basement; and further no dwelling shall be erected, which, when viewed from the driving surface of Skyline Drive shall protrude above or into the natural skyline.

SECTION 9.

ARCHITECTURAL RESTRICTIONS

No dwelling shall be erected on said property which shall after construction contain less than Fourteen Hundred (1,400) square feet of finished living space.
SECTION 10.

All building by the owners thereof shall be conducted and built to the end, intent, and purpose that the topographical integrity, natural attractiveness, architectural harmony of structure upon, harmony and blending of the architecture with the natural terrain, privacy of residential occupancy within, presentation of uninterrupted view from each residence and reasonable preservation of natural vegetation upon said property, may all be consistently and permanently maintained and preserved without impairment for the benefit of all residents and owners of property therein, and for the protection and the continued preservation of the value and desirability of all property therein.

SECTION 11.

In event of the invalidation of any one or any part of the foregoing Restrictions and Covenants by any judgment or order of a Court of competent jurisdiction, such invalidation shall in no wise affect any of the other restrictions, covenants and provisions herein, which shall continue and remain in full force and effect.

Dated at Rapid City, South Dakota, this 13th day of December, 1974.

Fred Hendrickson
Beverly C. Hendrickson

Owners and Developers

Filed December 20, 1974 at 4:30 P.M. and recorded in Misc. Book 120, Page 397.
EASEMENT
AGREEMENT AND RESTRICTIVE
COVENANTS

WHEREAS, FRED F. HENDRICKSON, sometimes written
FRED HENDRICKSON, and BEVERLY C. HENDRICKSON, sometimes
written BEVERLY HENDRICKSON, husband and wife, of Rapid City,
South Dakota, hereinafter referred to as the First Parties, are the
owners of the following real property, to-wit:

Lot One (1) of Lot G of the Forest Hills Subdivision
located in the North Half of the Southwest Quarter
(NW1/4), Section Two (2), Township One (1) North,
Range Seven (7) East of the Black Hills Meridian,
in the City of Rapid City, Pennington County, South
Dakota, as shown by the plat thereof recorded in
Plat Book Thirteen (13), page 231, on November 21,
1974 at the hour of 8:30 o'clock A.M. in the office
of the Pennington County Register of Deeds;

and;

WHEREAS, ROGER S. JOHNSEN and SUZANNE M. JOHNSEN,
husband and wife of Rapid City, South Dakota, hereinafter referred to as
the Second Parties, are the owners of the following real property, to-wit:

Lot Two (2) of Lot G of the Forest Hills Subdivision
located in the North Half of the Southwest Quarter
(NW1/4), Section Two (2), Township One (1) North,
Range Seven (7) East of the Black Hills Meridian,
in the City of Rapid City, Pennington County, South
Dakota, as shown by the plat thereof, recorded in
Plat Book Thirteen (13), page 233, on November 21,
1974 at the hour of 8:30 o'clock A.M. in the office
of the Pennington County Register of Deeds;

and,

WHEREAS, said owners desire to mutually impose certain,
covenants and restrictions running with the land upon themselves and their
heirs, successors and assigns, not heretofore made a matter of record
with respect to said real property;
NOW, THEREFORE, in consideration of One Dollar ($1.00) and for other good and valuable consideration said owners hereby contract and agree as follows:

I.

The First Parties hereby grant, warrant and convey to the Second Parties, and their heirs, successors and assigns forever all easement rights for the purposes of private access as are indicated and shown upon the plat of said lots, as hereinbefore set forth, along the common boundary lines between said Lots One (1) and Two (2); provided, however, the First Parties, and their heirs, successors and assigns shall retain an easement as indicated upon said plat solely for the purposes of drainage and utilities service. It is further agreed, however, should such easement be used by the owner of said Lot One (1) for drainage and utilities service purposes, the said user shall be required to place all utilities service lines and facilities or drainage system beneath the ground surface, and such user must restore, without cost to the owner of said Lot Two (2), the ground surface area, beneath which such utility or drainage system is placed, to the same condition as the same existed prior to the installation and construction of such system.

II.

The First Parties and their heirs, successors and assigns hereby agree to not subdivide said Lot One (1) into more than two (2) separate lots, the most northeasterly of which lots shall not exceed one (1) acre in size, and which must be located in the northeastern portion of said Lot One (1), and adjoin the dedicated public right of way heretofore platted and existing, and identified upon the plat of said Lots One (1) and Two (2) as Forest Hills Drive. Further, other than a subdivision of said Lot One (1), consistent with the restrictions above described, it is expressly agreed that no further subdivision of said Lot One (1) shall be made.
III.

In consideration of the foregoing, the Second Parties hereby agree that neither they nor their heirs, successors and assigns shall further subdivide said Lot Two (2).

IV.

The parties hereby acknowledge and agree the terms of this agreement shall be twenty-five (25) years from and after this date.

V.

The parties hereto acknowledge and agree that it is their intention, by this agreement, to impose the agreement contained herein as restrictions and covenants to run with the land; and, as such, the same are intended to be binding upon their respective heirs, successors and assigns.

Dated this 31st day of December, 1974.

FIRST PARTIES:

SECOND PARTIES:

RECORDER
INDEXED

State of South Dakota
County of Pennington

On this the 31st day of December, 1974, before me the undersigned Notary Public, personally appeared Fred F. Hendrickson, a/k/a Fred Hendrickson and Beverly C. Hendrickson, a/k/a Beverly Hendrickson, husband and wife and Roger S. Johnsen and Suzanne M. Johnsen, husband and wife, all known to me to be the persons who executed the foregoing and written instrument, and all of whom acknowledged to me that they executed the same for the purposes therein contained.

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

Notary Public

(SEAL)