

DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS

I.

Chamberlain Independent School District of Chamberlain, Brule County, South Dakota, owner of the following described real estate as set out on the attached Exhibit "A" hereafter the Subdivision, does hereby make the following declarations as to limitations, restrictions, and uses to which the lots or tracts constituting such subdivisions may be put, and hereby specify that such declaration shall constitute covenants to run with all land as provided by law, and shall be binding on all parties and persons claiming under them and for the benefit and a limitation on all future owners in such subdivision, this declaration of restrictions being designed for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design and use as specified herein.

II.

The purpose of these restrictions, conditions and covenants is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to provide access, to prevent the impairment of the attractiveness of the property and to maintain the desired tone of the subdivisions and thereby to secure to each site owner the full benefit and enjoyment of their home, with no greater restriction on the property and the same advantages to the other site owners. All lots in the subdivision shall contain substantially the same restrictions as set out in this instrument.

III.

The duration of all and each of the hereinafter stated restrictions, conditions and covenants shall be perpetual and shall run with the land. Said restrictions, conditions and covenants may be changed, amended, altered, increased or terminated by written agreement signed by more than 50% of the property owners holding title to property in the subdivision at the time such agreement is entered into agreeing to such change, amendment, alteration, increase or termination. Any property held by more than one holder shall be deemed one property holder for the purposes of these covenants.

IV.

If any person, his heirs, administrators, executors, or assigns acquiring right, title or interest in and to any portion of said subdivision shall violate any of the restrictions, conditions, and covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to

prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and to seek judgment either to prevent him or them from or doing or continuing to do so or to recover damages for such violation. If any action is brought and is successful under this provision and for violation of the covenants the successful party shall be allowed to collect all attorneys fees and costs for bringing such action.

V.

All lots in the subdivision shall be for residential purposes only and no improvements shall be erected or placed on any site other than a private single family dwelling together with a private garage.

VI.

The minimum area for any residential structure shall not be less than 1200 square feet of residential living space on one floor excluding any garage area.

VII.

No building of more than three stories in height shall be erected on any lot.

VIII.

No modular, mobile or prefabricated home shall be allowed.

IX.

Any storage building shall be aesthetically compatible with the residential structure and shall be screened or fenced. Screening shall be defined as shrubbery, plantings, or suitable fencing. No fencing shall exceed six feet in height.

X.

All fences shall be designed and constructed as to not be a nuisance or offensive and as to be compatible with the neighborhood.

XI.

All lines and wires for telephone, cable television, electrical or other services to the homes shall be placed underground. It is understood certain electrical lines exist prior to these covenants being enacted which are not controlled by this document.

XII.

No trade, business or activity shall be conducted, carried on or practiced on any site or in a residence constructed thereon, and the owner of said site shall not suffer or permit any residence erected therein to be used or employed for any purpose that will constitute a nuisance in law or that will detract from the traditional value of said site or the other sites.

XII.

No vehicle shall be permanently parked, stored, or maintained on any site, including the roads adjoining the site unless the same is stored, parked, or retained wholly within the garage area of the improved site with garage doors closed, or in a yard concealed by means of a fence or other acceptable screening.

XIV.

No temporary structure, shack, garage, barn or other out building of any kind shall be permitted on a site, except temporary construction buildings placed on site by the contractors for their own exclusive purpose of completing construction.

XV.

All tanks for heating fuel will be buried or completely screened from public view.

XVI.

Any exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property.

XVII.

No garbage, refuse, rubbish or cuttings shall be deposited on any lot unless placed in a suitable container suitably located.

No trees or fences shall be placed so as to unnecessarily block or interfere with an adjoining landowners scenic enjoyment of the views of their property.

XVIII.

Except as is otherwise provided herein, no signs of any kind shall be displayed to the public view on any site except one sign of not more than six square feet advertising that the site is for sale or rent.

XIX.

No noxious or offensive activity shall be carried on upon any site, either as a hobby or business, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

XX.

Construction once started must be completed in eighteen (18) months.

XXI.

Any building shall conform to the City of Chamberlain ordinances relating to the lot clearance distances and set back.

XXII.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, or other household pets may be kept, provided they are not left, bred or maintained for any commercial purpose and are restricted to the lot of their respective owner.

XXIII.

Along the south ^{east} ~~west~~ side of Lot One and the ^{East} ~~west~~ side of Lot Two and Three, there shall exist an easement thirty feet wide. That easement shall exist for the benefit of all of the Lots in the subdivision for the purposes of ingress and egress to the Lots or to exit the subdivision and for the purposes of construction, maintenance and repair of water, sewer, electrical and any and all utilities.

Each of the three lots shall share equally in the upkeep of any access roads that comes from the South. Each of the lots shall be responsible for their share of any snow removal, upkeep, repairs, improvements, or initial construction necessary to allow that easement to create reasonable access to the property. A majority of the land owners of the lots One, Two and Three, shall be necessary before any significant expense or improvements or initial construction shall be incurred concerning such road easement.

Each of the owners of Lots One, Two and Three shall make the easement for ingress and egress across the southeast or east part of their lot compatible to the easement across the other lots in the subdivision and the easement road from the south. Each lot owner shall be responsible for the upkeep, repairs, improvements and initial construction concerning the road easement upon their property.

Dated this ____ day of _____, 199__.

CHAMBERLAIN INDEPENDENT SCHOOL DISTRICT

by: _____

ATTEST:

STATE OF SOUTH DAKOTA :
:SS
COUNTY OF BRULE :

On this the ____ day of _____, 199__, before me, the undersigned officer personally appeared _____ who acknowledged himself to be the _____ of the Chamberlain Independent School District, and that he as such officer, being authorized so to do, executed the above and foregoing instrument for the purposes therein contained by signing the name of the Chamberlain Independent School District by himself as such officer.

(Notary Seal)

Notary Public, South Dakota
My Comm. Exp. _____

Prepared By:
Herb C. Sundall
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Filed in - Brule County SD
Recorded on 4/26/2018 3:25 PM
Transaction # 1028021

Document # 2018-0298

Book 2018

Page 0298 (4 pages)

Rec. Fee \$30.00

Elaine Reimer
Elaine Reimer, Register of Deeds



DECLARATION OF RESTRICTIVE COVENANTS

This declaration is made on this 26th day of April, 2018, by Delmar D. Wevik and Joyce E. Wevik, of 100 Cedar Ridge Drive, Chamberlain, SD 57325, hereinafter referred to as "Declarants".

WITNESSETH

WHEREAS, Declarants are the sole owners of certain real property located in Brule County, South Dakota as hereinafter described; and

WHEREAS, Declarants desire to establish and maintain said hereafter described real property as a desirable residential area and desire to maintain fair and adequate property values within such area, and to this end desire to subject the real property hereinafter described to the restrictive covenants hereinafter set forth, which is for the benefit of said property and the subsequent owners thereof;

NOW THEREFORE, Declarants, as the aforementioned owners, hereby declare as follows:

1. That all of the real property presently owned or hereafter acquired and described as follows:

Lots A and B of Cedar Ridge Overlook First Addition to the City of Chamberlain, a subdivision of the SW $\frac{1}{4}$ of Section 22, T104NR71 W of the 5th P.M., Brule County, South Dakota, as shown by the plat thereof recorded at Microfilm No. 2016-0896 in the office of the Brule County, S.D. Register of Deeds;

shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following restrictive covenants, to wit:

- a. All areas of said lots, including both maintained lawns and natural areas (except for the small area over the

embankment in the very northwesterly portion of the property), must be regularly and properly mowed, cut and trimmed so that grass does not grow to a height exceeding eight inches from the ground.

- b. All areas of said Lots must be regularly and properly sprayed with weed killer to control the growth of weeds on the lots.
- c. The owners of the lots shall bear the expense to properly and regularly maintain, grade, level and upkeep the road lying adjacent to the east and southeast borders or edges of their respective lot in order to keep and maintain said roads in a reasonable condition or state comparable to the condition of said road on the date of filing these restrictive covenants, in order that the adjacent Lot owners and the general public have a smoothly graded road upon which to drive, which does not have ruts or ridges or holes upon the surface thereof. Maintenance hereunder shall include the removal of snow from the road. The owners of Lot A and Lot B shall equally share all road maintenance costs.
- d. That the owners of Lot A shall have rights of ingress and egress on the road located to the east and southeast of Lot B, and the owners of Lot B shall have rights of ingress and egress on the road located to the east and southeast of Lot A, and the public shall have rights of ingress and egress on the road to the east and southeast of both Lots A and B.
- e. The owners of Lots A and B shall mutually share the use and (unless caused by negligence or intentional act of either of the owners of Lot A or Lot B) shall equally share the expense of repair, replacement, maintenance and upkeep of the water, sewer, electrical and any other utilities previously granted to the benefit of the property by the City of Chamberlain and the Chamberlain Independent School District, as well as a right of ingress and egress for purposes of access for construction, maintenance and repair or replacement of said utilities.

2. That said restrictive covenants are imposed for the purpose of protecting the value and desirability of, and shall run with said real property, and shall be binding on all parties having any right, title or interest in and to said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

3. The restrictive covenants contained herein shall be for the benefit of and binding upon each of the lots within this area and development and each owner of property therein, their successors in interest, representatives, or assigns, and are to run with the land as provided by law and shall be binding on all parties and persons claiming under them, and shall inure to the benefit of and be enforceable by any lot owner, their respective legal representatives, heirs, successors, and assigns.

4. The restrictive covenants contain therein shall be in full force and effect and binding as aforesaid and shall not be waived, changed, abandoned, terminated, or amended except as follows:

by unanimous consent in writing by all the owners of both Lots A and B, and no such change, amendment, etc., shall be effective until properly recorded with the Register of Deeds of Brule County, South Dakota.

5. In the event any owners sell or otherwise transfer their lot, any deed or other instrument purporting to effect such transfer shall contain a provision incorporating by reference the covenants and restrictions set forth in this Declaration, provided, however, that the failure to incorporate such reference shall not invalidate nor have any effect on the continued enforceability of said restrictive covenants on said property and successor owners thereof.

6. Any notice required to be given to any owners of a lot or to any first mortgagee of record pursuant to the provisions of this Declaration shall be deemed to have been given, when mailed, by First Class mail, postage prepaid, to such owners or mortgagee at their last known address.

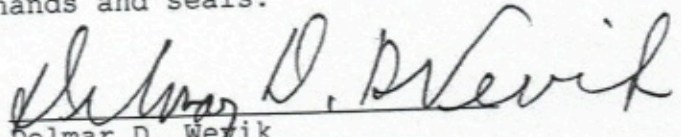
7. Any lot owners shall have the right to enforce, by any proceedings at law or in equity, (i) against any person or persons violating or attempting to violate any covenant of restriction herein, (ii) against any lot to enforce any covenant or restriction by this Declaration, or (iii) both. The failure or forbearance by any owner to enforce any covenant or restriction herein contained whether now or hereafter imposed by the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be conclusive presumption that any violation or breach or any attempted violation or breach of the within covenants and restrictions cannot be adequately remedied by action at law or by recovery of damages, whether punitive or actual. The remedies provided for in this Declaration shall be cumulative and not exclusive. Damages shall include reimbursement of reasonable attorney fees incurred by the persons seeking to enforce the provisions hereof.

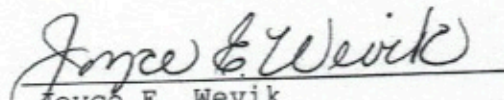
8. Invalidation of any one of these provisions or any part of the restrictive covenants by judgment, decree, or court order shall in no way effect any other provision hereof, for the remaining portions of said covenants, each of which shall remain in full force and effect.

9. These restrictive covenants shall be deemed in addition to the Declaration of Restrictions, Conditions and Covenants made by

the Chamberlain Independent School District which are recorded at Microfilm No. 97-873 in the office of the Register of Deeds of Brule County, South Dakota.

In Witness Whereof we set our hands and seals.


Delmar D. Wevik


Joyce E. Wevik

STATE OF SOUTH DAKOTA:

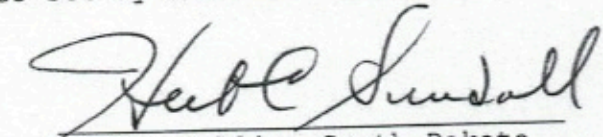
ss.

County of Lyman :

On this the 26th day of April, 2018, before me, the undersigned officer, personally appeared **Delmar D. Wevik and Joyce E. Wevik, husband and wife**, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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




Notary Public, South Dakota
My comm. exp. 1-9-2023

