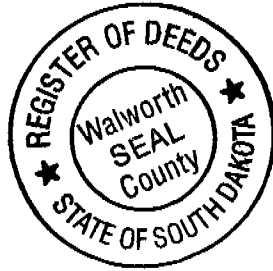


Prepared by: **Kennith L. Gosch**
Bantz, Gosch & Cremer, L.L.C.
305 6th Ave SE
PO Box 970
Aberdeen, SD 57402-0970
(605) 225-2232



DOCUMENT NO.

09-706

2009 AUG 28 AM 10: 14

SUN EISEMANN
WALWORTH CO. SD
REGISTER OF DEEDS
Fee: \$20.00

**DECLARATION OF RESTRICTIONS
AND COVENANTS TO RUN WITH THE LAND
FOR THE 2ND REPLAT OF THE NW¼ OF 29-123-78
WALWORTH COUNTY, SOUTH DAKOTA**

Kennith L. Gosch and Ardys K. Gosch as Developers
To the Public

BE IT HEREBY KNOWN that in order to adopt a comprehensive plan for the development of the herein platted area and to adapt regulations which will be applicable thereto, the Developer imposes the following restrictive covenants or conditions upon the real estate described as follows.

Lots 38 through 45 of the Second Replat of the Northwest Quarter (NW¼) of Section 29, Township 123 North, Range 78 West of the 5th P.M., Walworth County, South Dakota.

1. There is hereby reserved along the road side of said lots within 15 feet of the private roadway shown on the plat of said lots and along the back (east) side of said lots a utility easement for the maintenance, construction and repair of utilities, including, but not limited to, sewer, water, electrical and telephone. No construction is allowed in this area.

2. All lots are subject to these covenants, conditions, restrictions and reservations which shall apply to and run with the conveyed land.

3. All successive future owners and occupants have the same right to invoke and enforce the covenants, conditions, restrictions and reservations applicable to this conveyance as the present owners.

4. The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

5. No structure may be erected above the ground within 15 feet of any of the four sides of any lot.

6. No building whatever, except a private dwelling house with the necessary outbuildings, including a private garage, shall be erected, placed, or permitted on the premises or any part thereof, and such dwelling house shall be used as a private residence only.

7. Each dwelling or structure erected or permitted shall be of new construction. All such houses must be site built; stick framed, conventionally built new homes and exclude those commonly referred to as mobile, module or manufactured homes. No manufactured housing, commonly known as mobile homes, shall be placed or allowed on the described premises.

8. No "moved on" stick framed conventionally built new houses are allowed. No building shall be placed or erected on any lot until specifications and construction plans have been approved by the "Developer".

9. No structure of a temporary character, trailer, basement, shack, garage, barn, or other buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

10. The ground floor area of the main structure of each residence, exclusive of the garage or porches, shall be not less than 1,200 square feet for a single level home, 800 square feet per level for a split foyer home, 1,800 square feet above grade for a one and one-half (1½) or two (2) story home, and 700 square feet per level for a multi-level home. The basement area shall not be considered a part of the ground floor area for purposes of this covenant and is not to be included in the computation of the 1,200 square foot area minimum.

11. All dwellings or structures shall be of quality materials and workmanship on permanent concrete or concrete block foundations, with no less than a one (1) car garage in width and no more than a three (3) car garage in width per dwelling. There shall be no unattached garages. Storage buildings shall be no

larger than ten (10) feet wide and fourteen (14) feet long and must be located on the east side of lots 38-45 on the back side of the dwelling or structure.

12. Not more than one (1) residence may be built on any one lot.

13. Not more than one (1) family may occupy any one residence on any lot on a permanent basis.

14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, and all incinerators or other equipment for the storage of such materials shall be kept in a clean and sanitary condition. Grass and weeds growing on said lots must be kept mowed to the level of the yards of adjacent homes and shall not be permitted to go to seed.

15. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

16. No manufacturing or commercial enterprise or enterprises of any kind shall be maintained on, in front of, or in connection with the property, nor shall such property be used in any way for other than strictly residential purposes

17. Any propane tanks to be located on such property shall be buried or otherwise removed from sight and installed in accordance with federal, state and local safety regulations.

18. Slope control shall be maintained so as not to create erosion or sliding problems. The lot owner shall not change the direction or natural flow of drainage on the lot or obstruct or retard the flow of water across the lot. Side lot line drainage shall be to the front and rear from the area of the house. No lot owner shall permit or authorize any obstruction to the natural drainage of such property.

19. All improvements on the lot shall be maintained continuously by the owner of such lot except for those improvements for which a public authority or utility company is responsible.

20. No business including but not limited to, stores, grocery or mercantile businesses, bars, or other establishments engaged in the sale of alcoholic beverages, shall be conducted on the property; neither shall any alcoholic beverages be manufactured, sold, kept for sale, or otherwise dealt with on a commercial basis on the property.

21. No fair, exhibition, festival, show, or other activity that attracts or is intended to attract, divert, or collect a large number of persons shall be conducted or allowed on the premises.

22. There shall not be erected on any part of the property any building in which shall be carried on any business activity, noxious, or detrimental to the use of the land in the vicinity of the premises for private residences, nor shall the conveyed premises be used for any purposes that, as a matter of common experience, tend to create a nuisance.

23. No horse, cow, hog, goat, livestock or similar animal shall be kept or maintained on the property, nor shall any chicken yard or similar facility be maintained thereon. Nothing contained herein shall prevent any lot owner from having or maintaining up to two (2) dogs or two (2) cats as a household pets so long as the same are properly cared for and the same do not interfere with any other lot owner's enjoyment or use of their lots.

24. In the interest of public health and sanitation, and so that the platted land and all other land in the same locality may be benefited by a decrease in the hazards of pollution, and by the protection of water supplies, recreation, wildlife, and other public uses thereof, lot owners and there successors in interest shall not use the property for any purpose that would result in the pollution of the lots or property adjacent to said lots by refuse, sewage or other material that might tend to pollute the lots or surrounding property.

25. No excavation for stone, gravel, or earth shall be made upon the lots except for swimming pools, walls, basements, or cellars of dwellings.

26. No person or persons claiming under them shall or will at any time raise the grade of any lot or lots above the grade established or to be established.

27. Campers (pull type, mounted or motor driven) shall not be stored or parked for longer than five (5) days on any street in the subdivision. Any permanent off-street parking of such campers or any vehicle must be located back of the front line of the home located or to either side of the owner's home.

28. Trucks (larger than one-ton pickups) may not be routinely parked in any private driveway or on development streets for a period of more than twenty-four hours.

29. No residence or any part of the lots can be rented by an owner for any period less than six (6) months.

30. Each and all of the covenants, conditions, restrictions, and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of reentry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions, or agreements, so far as any future or other breach is concerned. No waiver of any breach of any of the covenants, conditions, restrictions, and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions, and agreements; nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

31. If any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

32. In addition to the remedies set forth above, Grantors, their successors and assigns, hereby reserve the right to enforce any covenant, condition or restriction contained herein by any other appropriate action.

33. The covenants contained in paragraphs seven (7), eight (8) and ten (10) may be waived in writing by a 70% majority of the lot owners if they determine that the waiver would not affect the integrity of the remaining lots. Any such waiver to one lot owner does **NOT** grant any other lot owners similar rights.

34. These restrictive covenants are made for the benefit of the Developer and all future owners in the subdivision and are to run with the land and shall be binding on all parties and all persons claiming them for a period of 15 years from the date these covenants are recorded after which time, said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by at least seventy percent (70%) of the then owners of the lots has been recorded changing said covenants in whole or in part.

35. The enforcement of these covenants shall be by proceedings at law or in equity, to restrain the violation, recover damages or both, and may be brought by the Developers, their assigns, or by any other lot owner who claims that a person or persons are violating or attempting to violate any covenant.

36. The invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. Each of said provisions is hereby declared to be separate and independent from all other provisions.

37. Any rights or conditions herein reserved to the Developers may in writing be assigned and shall inure to the benefit of the heirs, administrators, executors or assigns of the Developers.

Dated: August 27, 2009

Kenneth L. Gosch
Kenneth L. Gosch

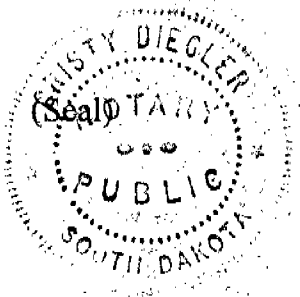
Dated: August 27, 2009

Ardys K. Gosch
Ardys K. Gosch

STATE OF SOUTH DAKOTA
SS
COUNTY OF BROWN

On this 27th day of August, 2009, before me, the undersigned officer, personally appeared Kenneth L. Gosch and Ardys K. Gosch, husband and wife, known to me 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 have hereunto set my hand and official seal.



Cisty Diegler
Notary Public, South Dakota
My Comm. Expires: 3-31-2011