

DECLARATION OF RESTRICTIVE COVENANTS

FROM: Victor & Rose Weyrich

TO: The Public

KNOW ALL MEN BY THESE PRESENTS that we the undersigned owners of the real property described as follows: Tracts 1, 2 3 in Section 9, and Tracts 4, 5 & 6 in Section 15, all in T6N, R4E, B.H.M., Lawrence County, South Dakota; also known as VW Subdivision.

hereby make the following declarations as to limitations, restrictions and uses to which any part of the above-described property shall be put and here-by specify that such declarations shall constitute covenants to run with the land. The covenants shall be binding upon the parties hereto, their successors and assigns, including contract vendees and shall be for the benefit of all future owners of the above-described property.

1. PURPOSE:

The covenants contained herein are intended insofar as possible to create and keep the above-described property desirable, attractive, beneficial, free from nuisances and to guard against unnecessary interference with the natural beauty of the property as a desirable residential and recreational area for the mutual benefit and protection of all of the owners of any portion of said property.

2. PLAT:

The above-described property is platted into lots varying in size up to 70.6 acres. If there is any additional subdivision, it shall be the lot owners' sole responsibility to comply with all government requirement, such as city, county, state & federal.

3. EASEMENTS:

Easements and right of ways are hereby reserved as shown or described on the plat as recorded in Lawrence County Court House.

4. DOMESTIC ANIMALS:

Domestic animals of reasonable numbers are allowed and shall be appropriately confined and cared for within each lot owner's boundaries at all times. The owner shall be responsible for constructing a fence that meets the requirements of paragraph 5 below in order to confine the animals. Hogs limited to 2 head. NO FEEDLOTS! No commercial dog kennels or dog breeding facilities! Pets shall be limited to small numbers and shall be kept confined within owners' boundaries at all times and shall not cause a nuisance by barking or harassing other land owners.

5. FENCES:

Boundaries must be fenced by owners and pro-rated according to SD State law. It shall be the responsibility of the owners to construct and maintain the proper fences. Fences shall be of new materials and shall not be of an undesirable nature or materials i.e., Lumber slabs etc.

6. COMMERCIAL ACTIVITY:

All 40 acre tracts (1,2,3,4&5) shall be used for Agricultural purposes and Agricultural related purposes only. Any Commercial activity conducted on any portion of the other lots of the property shall be done in such a manner as to not disrupt the residential aspects of the property and shall not create a

nuisance or unsightly appearance. No salvage junk yards allowed, no abandonment of vehicles or equipment of any kind on all lots.

7. TRASH:

No trash, ashes, junk, manure piles or other refuse shall be thrown, dumped or stored on any portion of the above described property. No motor vehicle that is not currently licensed or currently in running condition, or antique equipment or machinery, shall be allowed to be stored on the above property unless it is completely enclosed within a structure or fenced in accordance with Paragraph 5 & 6. All garbage or other waste shall be kept in sanitary containers and it shall be the lot owner's sole responsibility to dispose of such. No burning of garbage. Other burning according to Burning Permit. Any septic tanks constructed or placed upon the property shall be in conformity with state and local requirements. Property owners shall be expected to keep their property in a neat and clean condition, free of excessive weeds, trash or other unsightly nuisances.

8. ROADS:

All land owners are required to become members of the HomeOwners Association.

9. UTILITIES:

All land owners are required to provide right of way easements for telephone, electricity, natural gas, water and any other public utilities being put in.

10. WATER SYSTEMS:

All land owners may have their own wells. If they desire water from the Association system, they must join the Association.

11. SET BACK REQUIREMENTS: According to County zoning regulations.

12. CONTINUITY OF CONSTRUCTION:

Once construction of any residence on any lot in the above described is commenced, all exterior construction shall be completed within one (1) year from the time of commencement. This restriction does not apply to minor items relative to construction on the inside of the structure, where the construction of the outside of the structure and have been completed.

- a. All modular and mobile homes must have visibly good siding and must be in good condition and appearance.
- b. Any home of any type must be at least 980 sq. ft. in size.
- c. If modular and mobile homes are placed on a foundation, the foundation shall be of poured cement or concrete block or treated wood. The foundation shall be either painted or finished in a color matching that of the exterior of the modular or mobile home.
- d. If a modular or mobile home is not placed on a foundation, it shall be completely skirted and painted or finished using a color that is compatible with the exterior of the unit. The skirting must be completed within ninety (90) days of the time the home is placed upon the lot.
- e. All wheels, axles and tongues, if removed, shall be completely screened from view.
- f. Any additions to the modular or mobile home unit shall be finished in a color consistent with the color of the modular or mobile home.
- g. All outbuildings shall be of good construction, and shall be sided and painted or stained in a color consistent with the color of the modular or mobile home.

13. EFFECT AND DURATION OF COVENANTS:

Said restrictions, agreements, stipulations and covenants shall run with the land and shall be binding upon all parties, their heirs, successors and assigns for a

period of ten (10) years from the date of recording in the office of the Register of Deeds of Lawrence County, South Dakota and shall automatically extend for periods of ten (10) years or unless an instrument is signed by seventy five (75%) per cent of the then owners of above-described property. Invalidation of any one of the covenants provided for herein by Judgement or Court Order shall in no way or respect affect any of the other covenants which shall remain in full force and effect.

14. TRANSFER:

Any transfer of title by deed or otherwise, or of possession by lease or otherwise, shall be subject to the provisions of the Protective Covenants herein contained. It is expressly provided that a breach of any of the restrictive covenants herein set forth shall not defeat or render invalid the lien of any mortgage made in good faith and for value as the said property, but said restrictions and covenants shall be binding upon and effective against any owner of said premises whose title thereto was acquired by foreclosure or therewise.

15. ENFORCEMENT:

If any person or persons shall violate or threaten to violate any of the provisions of this document, any person or persons, or association owning property within the above-described property may institute proceedings at law or equity against any person or persons violating or attempting to violate any covenants and said proceedings shall be to restrain violation and/or to recover damages, together with reasonable attorney's fees.

Dated this 19 day of June, 19 89

Victor Weyrich  
Victor Weyrich

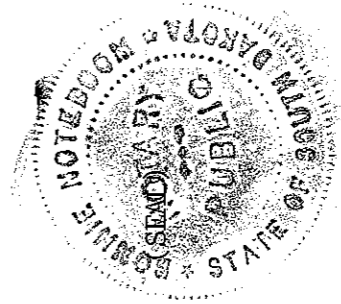
Rose Weyrich  
Rose Weyrich

STATE OF SOUTH DAKOTA)

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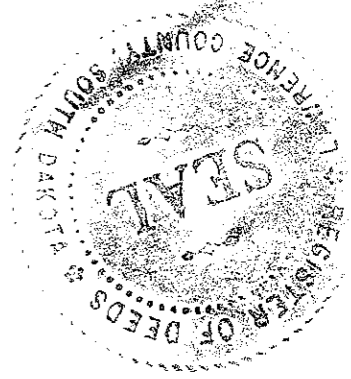
COUNTY OF LAWRENCE )

On this 19 day of June, 19 89, before me a Notary Public within and for said County and State, personally appeared Victor and Rose Weyrich, known to me to be the persons who are described in and who executed the within and foregoing instrument and they acknowledged to me that they executed the same for the purpose contained.



Donnie Notboom  
Notary Public

My commission expires: April 21, 1995



DOC. NO. 89-2096

SEE \$17.00

LAWRENCE COUNTY

1989 JUN 20 PM 12:07

REGISTER OF DEEDS  
JUDY R. MEYERDEN  
LAWRENCE COUNTY