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Timberline Addition
TO THE CITY OF BROOKINGS,
BROOKINGS COUNTY, SOUTH DAKOTA

LOTS 9-23, BLOCK 7 & LOTS 7-17, BLOCK 8, TIMBERLINE ADDITION

**DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS AND CONDITIONS**

This Declaration of Restrictions and Protective Covenants and Conditions ("Declaration") is made effective this day of January, 2017 by Sioux Empire Development Corp., a South Dakota S Corporation

RECITALS

1. SEDCO is owner of record of the following described real property located in Brookings County, South Dakota:

Legal description: LOTS 9-23, BLOCK 7 & Lots 7-17, Block 8, Timberline Addition to the City of Brookings, County of Brookings, State of South Dakota.
2. All Lots are subject to and restricted by current Zoning Regulations and Amendments on file in the City of Brookings.
3. Developer to build single family home within the Development and desires to subject the Development to certain Restrictions as set forth in this Declaration.

NOW, THEREFORE, the Builder declares the Development subject to this Declaration as follows:

ARTICLE I

DECLARATION

- 1.1 Declaration. The Owner hereby declares, imposes upon and charges the Development with the Restrictions set forth in this Declaration, all of which will constitute covenants running with the land and be binding upon all Owners.
- 1.2 Purpose. The purpose of the Restrictions is to; (1) preserve and protect the Development for residential purposes only; (2) exclude and prevent nuisances, and prevent unreasonable impairment of the attractiveness and value of the property; (3) enhance, preserve and protect the peace and tranquility of a single-family residential community; and (4) assure to each homeowner the full benefit and enjoyment of his or her home investment with no greater limitations on the free and undisturbed use of his or her lot or residence home site than is necessary to assure the same advantages to the other Owners.

ARTICLE II EASEMENTS AND RIGHTS-OF-WAY

- 2.1 Blanket Easement. The Owner hereby reserves a perpetual blanket easement upon, over, across and under the Development and each Lot and Residence, for ingress and egress for the purposes of installation, replacing, repairing and maintaining all utilities, including, without limitation, water, sewer, gas, telephone, electricity and television cable and for other purposes as shown on any recorded plat or re-plat of the Development. By virtue of this easement, it shall be permissible for any governmental body, public utility, private utility, telephone or television cable company supplying services to the Development to install, erect, replace, repair and maintain any and all equipment necessary or appropriate for providing services within the Development and upon each Lot or Residence located in the Development.

ARTICLE III ARCHITECTURAL REVIEW COMMITTEE

- 3.1 Establishment of Committee. The original members of the Architectural Review Committee ("Committee") shall be the Owner. The Owner shall serve perpetually but may relinquish his or her seat to any other third party owner at any time.
- 3.2 Purpose. The purpose of the Architectural Review Committee shall be to review and approve plans for improvements on the Lots and to assure; 1) that homes and yards are in compliance with all restrictions and protective covenants, and 2) that all homes and yards are compatible, consistent and otherwise harmonious with the Development's covenants. This is done in an effort to preserve the value of the Lots, Residences, and investments of all Owners, transferees and successors thereof. Exterior colors and color combinations must be approved by Architectural Review Committee.

- 3.3 Committee Schedule. Upon receipt of due notice, plans, and specifications as described in the previous paragraph, the Committee shall within fifteen (15) business days approve or decline such proposal in writing. If modifications are requested they must be resubmitted to the Committee. The Committee shall then have five (5) additional business days to approve or disapprove such revised proposal from and after receipt of the revised plans and specifications applicable thereto.
- 3.4 No Liability. The Committee's review and approval of any Improvement pursuant to this Article is made on the basis of aesthetic considerations only in the sole and exclusive opinion of the committee. The Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved Improvements nor for ensuring compliance with building codes, land use regulations or any other governmental regulations or requirements. Neither the Owner, the Committee, nor any member of the Owner or the Committee shall be held liable for any injury, damages or loss arising out of the manner or quality of approved Improvements to any Lot or Residence.
- 3.5 Final Approval. While a member of the Committee, the Owner shall have the authority to disapprove any Improvements, regardless of the decision or opinion of the other members of the Committee if the Improvements are inconsistent with the purposes of this Declaration.

ARTICLE IV GENERAL CONDITIONS LOTS

- 4.1 Grade Level Homes. Owners are prohibited from making material changes to the grade levels of the Lots without the written approval of the Committee. This is especially important on the rear lot line where drainage must be maintained.
- 4.2 Runoff and Erosion. All disturbed ground from a construction activity shall be sodded, covered with plants or mulched with appropriate landscape materials upon completion. The construction of any Improvements on a Lot must be engineered in a manner that will ensure that there will be proper drainage, which will not be detrimental to adjoining Lots or properties.

ARTICLE V LANDSCAPING AND YARD

RESTRICTIONS AND PROTECTIVE COVENANTS

- 5.1 Trees. The Home Owner shall plant a minimum of 2 trees on each lot. Trees presently located on the Lot may be counted. No box elder, Siberian (Chinese) elm, American elm, native cottonwood, columnar poplar or other such noxious tree shall be planted on any lot or within the Development.
- 5.2 Fencing Guidelines. All fencing is subject to the prior review and written approval of the Committee. Fences must not exceed 6 feet in height.
- 5.3 Trash dumpsters and receptacles must be out of public view on all days other than trash collection days.
- 5.4 Satellite dishes must be located in such a location so as to be inconspicuous.
- 5.5 Landscape Structures. Certain landscaping structures may be permitted. These include, but are not limited to gazebos, trellises or arbors, arches, ponds, water falls, etc. The structures must be approved prior to purchase or construction.
- 5.6 Mail boxes. Permanent mail boxes will be uniform in style and provided by the Builder and placed in a location at the discretion of the United State Postal Service. Mail boxes shall not be changed or altered without the express written consent of the architectural review committee and the U.S. Postal Service if due to weather, temporary mail boxes are necessary or needed, such boxes will be provided by the homeowner.

ARTICLE VI MISCELLANEOUS STRUCTURES OR ITEMS

- 6.1 No Out-Building or Temporary Structures. Shacks, trailers, unattached garages and most outbuildings are prohibited. No trailer, basement, tent, shack, garage, barn or any other building or structure of a temporary character shall be used on any Lot at any time as a Residence either temporarily or permanently. Storage sheds not to exceed 8 x 10 shall be allowed if design, placement and materials and color is approved by Architectural Review Committee.
- 6.2 Machinery and Equipment. All machinery, equipment, snow blowers, lawn mowers, woodpiles or storage areas shall be kept indoors and concealed from the neighboring property and streets and public walkways.
- 6.3 Recreational Equipment. Recreational Equipment, such as swing sets, trampolines, wading pools, skateboard ramps, basketball hoops, goals, nets, or other playground equipment, are, of course, necessary to many families. Every effort must be exercised to maintain the integrity of the neighborhood.
- 6.4 Clothes Lines. No permanent outdoor clothesline shall be allowed.

- 6.5 Hot tubs. Hot Tubs are permitted as per an approved Building Plan or an approved plan for improvement.
- 6.6 Every Home to have Rock or Brick

ARTICLE VII
ACTIVITY RESTRICTIONS AND PROTECTIVE COVENANTS

- 7.1 Automobiles and Recreational Vehicles. Storage or parking of recreational vehicles, trucks, buses, trailers, boats, campers, mobile homes, or other motor vehicles other than ordinary automobiles, pickup trucks and vans designed to seat no more than ten passengers, for a period of more than 72 continuous hours shall not be permitted. No vehicle shall be parked for any period on a non-surfaced area.
- 7.2 Renting Prohibited. No partial Lot or Residence may be rented or leased. The entire Lot including the entire Residence may be rented or leased only to a single family.
- 7.3 Businesses. Business enterprises, including self-employed businesses where the public is invited are prohibited. No profession or home industry shall be conducted in or on any Lot. No noxious or offensive trade or activity nor anything that may become an annoyance or nuisance shall be allowed on the Development a Lot or a Residence.
- 7.4 Animals. No animals, livestock, poultry, fish, fowl or insects of any kind shall be raised, bred, or kept on any lot except for (no more than three) household pets (cats or dogs). Household pets are not to be bred or maintained for any commercial purpose.
- 7.5 Signs. No sign of any kind shall be displayed to the public view on any Lot. However, one sign, banner or flag, advertising a Residence or Lot for sale or for promotion of the Development may be placed on a lot by or on behalf of an Owner. Additionally, one temporary political sign of the same size shall allowed up to 30 days preceding an election but must be removed within two days after an election.
- 7.6 Holiday Decorations. Any and all decorations and/or exterior lights for the purpose of recognition or celebration of a particular holiday or event shall be removed from public display no later than 30 days following the conclusion of such holiday or event.
- 7.7 Garage Doors. Except when necessary, all garage doors shall be kept closed.

- 7.8 Exterior Maintenance/Painting. House exterior including, but not limited to doors, windows, garage doors, gutters and window boxes should be maintained in good condition (i.e. no peeling, cracked paint, or rotted wood). Any exterior house paint color may not be changed without prior written approval of the architectural review committee. All repainting of any exterior color requires prior written approval. Request for approval must contain paint samples with manufacturers' name and color number. The exterior must be kept free from visible discoloration, mold or mildew.
- 7.9 Model Homes. Any lot within the Development owned by the Builder may be used for a model Residence. During the Development Period, the Builder may use any lot owned by the Builder for a temporary structure or for a real estate office with customary development signs.
- 7.10 Roofs. At which time the roof covering of any home should require replacement, such roof shall be approved by the architectural review committee and shall match or as closely as possible match the other roof coverings within the Development.

ARTICLE VIII GENERAL PROVISIONS

- 8.1 Term. These covenants are to run with the land and shall be binding on all Owners for a period of 21 years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of 10 years each, upon approval of the majority of the Owners of record of all of the Lots within the Development.
- 8.2 Amendment. This Declaration may be amended at any time by recording an amendment of this Declaration signed by at least 75% of the record Owners of all lots within the development, but may not be altered within the first 60 months of filing without the express written approval and consent of the SEDCO.
- 8.3 Enforcement. SEDCO, any Owner or any other interested person, may enforce this Declaration and its Restrictions. Person seeking to enforce this Declaration and its Restrictions shall be entitled to bring an action at law or in equity and to obtain injunctive relief, specific performance and/or damages including, but not limited to, reasonable attorney fees to the prevailing party. This Declaration shall be construed in accordance with the laws of the State of South Dakota.
- 8.4 Construction and Severability. In the event that any covenant of this Declaration is held to be invalid by any court of competent jurisdiction, such holding or holdings shall not invalidate or make unenforceable any other term, condition or provision of this Declaration. The remaining covenants shall be fully severable and shall remain in full force and effect.

Dated this 5th day of August, 2015.

Sioux Empire Development.

CORPORATE SEAL

Paul Moriarty, Secretary/Treasurer of Sioux Empire Deverlopment.

By: _____

Notary Public State of South Dakota, County of Brookings: SD

On this the _____ day of _____, 2016, before me,
_____, the undersigned officer, personally appeared Paul Moriarty, known
to me or satisfactorily proven to be the person whose name is subscribed to the within
instrument and acknowledged that she executed the same for the purposes therein contained.

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

Notary Public

My Commission Expires _____