

THIS DOCUMENT PREPARED BY:
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DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS AND CONDITIONS

THIS DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS AND CONDITIONS (this “Declaration”) is made on this ___ day of September 2023, by **Sisseton Economic Development Corporation**, of Sisseton, South Dakota 57262, (hereinafter referred to as “Developer”).

1. Developer is the fee owner of certain undeveloped real property which is legally described as follows:

Lots 3, 4, 5, 6, 7, 8, and 9 of Block 12 of Cedar Heights Addition in W1/2NE1/4 of Section 33, Township 126, Range 51 West of the 5th P.M., City of Sisseton, Roberts County, South Dakota, City of Sisseton, Roberts County, South Dakota; and

Replat of Lot 25, Block 12 of Cedar Heights Addition in W1/2NE1/4 of Section 33, Township 126, Range 51 West of the 5th P.M., City of Sisseton, Roberts County, South Dakota

(herein the “restricted property”)

2. Developer intends to develop and improve the restricted property and to offer individual residential lots for sale to the general public.
3. Developer desires to subject all of said lots to certain covenants, agreements, easements, restrictions, conditions and charges, and to reserve for itself, its successors and assigns, easements for public utilities, drainage ways and storm sewers, all in order to insure the harmonious and systematic development of said restricted property.

NOW, THEREFORE, Developer hereby declares that the restricted property shall be held, transferred, sold, conveyed and occupied subject to those covenants, conditions, restrictions, easements, charges and liens which are hereinafter set forth, which such covenants, conditions, restrictions and easements shall run with the title to said restricted

Property and shall be binding upon all parties having any right, title or interest in the restricted property or any part thereof, together with their heirs, legal representatives, successors and assigns, and shall inure to the benefit of each such party.

ARTICLE I. DEFINITIONS

- 1.1. Definitions. The following words, when used in this Declaration, shall have the following meanings:
 - 1.1.1. “Developer” shall mean and refer to the Sisseton Economic Development Corporation of Sisseton, South Dakota.
 - 1.1.2. “Lot” shall mean and shall refer to any tract, parcel or plot of land designated as a lot shown upon any recorded plat or subdivision map of the above described restricted property, whether recorded or not and whether finally approved or not.
 - 1.1.3. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot.
 - 1.1.4. “Single Family residence” shall mean one or more buildings containing four (4) or less units per building.
 - 1.1.5. “Restricted Property” shall mean the above described lots now located in Cedar Heights addition to the City of Sisseton, Roberts County, South Dakota and refers to the restricted property and to all future parcels, if any, which will be a part of the restricted property located in Cedar Heights, an Addition to the City of Sisseton, Roberts County, South Dakota.
 - 1.1.6. “Common Areas” shall mean and refer to those areas of Cedar Heights which are set aside for and dedicated to the common use and enjoyment of all Owners of Lots, subject to such terms and conditions as may be established, modified or amended in the sole discretion of Developer.

ARTICLE II. PLATTING OF ADDITIONAL PROPERTIES

- 2.1. Developer shall have the right, without obtaining the consent of the Owners, to bring within the scheme of Cedar Heights and this Declaration additional real property, and to render such additional real property subject to this Declaration, by executing and recording a Supplement to this Declaration (the “Supplemental Declaration”) containing the following:

- 2.1.1. A description of the additional land to be made subject to this Declaration;
 - 2.1.2. A statement that the Developer is a fee simple Owner of the additional land or a statement that all persons joining in the Supplement to this Declaration constitute the entire fee simple ownership of the additional land;
 - 2.1.3. A statement of any additional Restrictions to which the additional land shall be subjected, if any, and a statement of any Restrictions of this Declaration which shall not be applicable to the Additional Land or which will be applicable in modified form, if any.
- 2.2. Following the execution and recording of the Supplemental Declaration, the additional land and the owners of the additional land shall in all respects be fully subject to the covenants and restrictions set forth in this Declaration, except as otherwise provided in the Supplemental Declaration.

ARTICLE III. EASEMENT

- 3.1. Easements are hereby reserved by Developer for water, sewer, electricity, gas, fiber optics, telephone, data lines, utilities, storm sewers, drainage, television, street lights and signage, all as more particularly shown on the plat or plats of Cedar Heights. Said reserved easements areas may be utilized for the purposes of ingress, egress, and for the installation, replacing, repairing and maintaining of utilities and the above mentioned easements placed within the easement areas. The easement areas reserved by Developer, as shown on the plat of Cedar Heights, are hereby dedicated to those utilities and entities that provide the various services referred to herein. The Owner of a Lot shall maintain the easement area located upon such Owner's Lot, except for those improvements for which a public utility or public authority is responsible. No structure or building shall be placed or permitted to remain on or to interfere with the dedicated easement areas. In the event an Owner plants trees or greenery on such dedicated easement areas, such trees or greenery may be disturbed or removed consistent with the use of the easement, with no liability accruing to any person or entity due to such disturbances or removal.

ARTICLE IV. ARCHITECTURAL REVIEW PROCESS

- 4.1. Before commencing any permanent improvement on any Lot, including landscaping, the construction or external alteration of any building, enclosure, fence or any other structure, the Owner shall first submit a site plan and construction plans and specifications for the written approval of the Developer. The Developer shall approve or disapprove the plans and specifications submitted to it or request additional information reasonably required within forty-five (45) days after the receipt of such plans and

specifications. No Owner shall commence construction of any permanent improvement on any Lot, including landscaping, the construction or external alteration of any building, enclosure, fence or any other structure without first receiving written approval from Developer.

- 4.2. The Developer shall have the right, during reasonable hours and after reasonable notice, to inspect any Lot for the purpose of ascertaining whether or not the covenants contained in this Declaration have been or are being complied with. The Developer or its agents shall not be deemed guilty of trespass by reason of such entry.
- 4.3. The approval of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Developer, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.
- 4.4. The review and approval of any site plan and construction plan and specifications submitted pursuant to this Article shall be made on the basis of aesthetic considerations only, and the Developer shall not bear any responsibility of insuring the structural integrity or soundness of approved construction or modifications, nor for insuring compliance with building codes, land use regulations, or any other government regulations or requirements. Neither Developer nor any principal or member thereof, shall be held liable for any injury, damage or loss arising out of the manner or quality of approved construction on, or modifications to, any improvement or structure, and Owners hereby release and agree to indemnify the foregoing, their respective heirs, legal representatives, successors, and assigns, and to hold them harmless with respect thereto.

ARTICLE V. RESTRICTIONS

- 5.1. The Property is zoned for residential use only.
- 5.2. No lot shall be subdivided, reduced in size or replatted to any tract or parcel smaller than the size of each Lot as presently platted.
- 5.3. An Owner shall commence construction within 24 months of taking legal title to a Lot. Construction, once commenced on any Lot, must be diligently and steadily pursued until completion and shall be completed not more than 18 months after commencement of construction.
- 5.4. All residential homes shall be of new construction and shall be situated on permanent foundations.

- 5.5. Residences shall be designed for single family occupancy with the main floor being no less than 1200 square feet per unit (excluding basement, garage and decks). Residences shall not exceed two levels above the ground (excluding the basement). Each residential unit shall include an attached garage being no less than 400 square feet each. Upon completion, each residential unit shall have a finished concrete or asphalt driveway that extends from the garage to the city street.
 - 5.5.1. A variance may be requested by an Lot owner. Variance requests shall be acted on by the Developer within a reasonable time, but not more than 60 days from the date of receipt of a written request for variance. A copy of the variance request shall be submitted in writing to all adjacent property owners at least 30 days prior to final action by the Developer on the request for variance. The Developer shall take into consideration the comments and/or concerns of the adjacent property owners and existing or amended City ordinances prior to making any decision on the request for variance. The intent of these covenants shall be the guiding factor in the Developer's decision.
- 5.6. Yard and set-back requirements shall be governed by applicable ordinances and regulations promulgated by the City of Sisseton or any other applicable governing body.
- 5.7. All external furnaces, air conditioners, heat pumps and other items or devices of like or similar nature shall be concealed from the public view by foliage or appropriate screening devices as approved by the Developer.
- 5.8. Prohibited Activities:
 - 5.8.1. The following activities and structures are hereby prohibited on the Property or on any Lot: Mobile homes, tents, shacks, barns, temporary buildings or any structure of a temporary character. (Pre-built manufactured homes that otherwise conform to the requirements set forth in these covenants, free-standing storage shed and garage located on a permanent foundation shall be permitted).
 - 5.8.2. Satellite dishes may be permitted provided they less than 3 feet in diameter and further provided they are located on the roofs or in the rear of the hard not closer than 20 feet from the rear and side yard lots lines.
 - 5.8.3. No camper or recreational vehicles shall be maintained on a Lot and used as temporary or long term residences for more than 14 consecutive days. Lot owners may store campers and or recreational vehicles in garages only.
 - 5.8.4. Animals, livestock or poultry of any kind raised, bred or kept on any Lot, except that dogs or cats (not to exceed 3) may be kept provided that they are kept, bred or maintained for no reason other than as household pets;

- 5.8.5. No noxious or offensive trade or activity, as defined by law, shall be carried on upon a Lot, nor shall anything be done which may become an annoyance or nuisance, as defined by law;
- 5.9. In addition to the foregoing said prohibited activities, Owners shall do and perform the following:
- 5.9.1. Each Owner of a Lot must keep and maintain such Lot in a neat and clean condition. Each such Lot shall be regularly mowed to maintain the length of grass and weeds growing thereon.
- 5.9.2. No Lot shall be used or maintained as a dumping ground for rubbish or as a storage area for any trash, garbage or other waste. Any such trash, garbage or other waste shall be kept within sanitary containers.
- 5.9.3. Trash dumpsters and sanitary containers must be kept out of public view on all days other than trash collection days.
- 5.9.4. No abandoned, junked or non-used vehicles or trailers (including but not limited to cars, trucks, campers, boats, ATVs, UTVs snowmobiles, golf carts, etc.) shall be kept or stored on any Lot.
- 5.9.5. No soil shall be removed from the Property without first obtaining the written approval of Developer. Such soil shall be placed at a location designated by Developer. There shall be no material change in grade levels as they now exist without approval of the Developer. Runoff and erosion shall be controlled on site during construction with erosion control barriers. All disturbed ground areas of a construction site shall be sodded or seeded, and covered with plants or mulched with appropriate landscape materials.

ARTICLE VI. FENCES

- 6.1. The front yard of any Lot shall not be fenced. The rear yard of any Lot may be fenced. All fencing must comply in all respects with all applicable regulations, codes and ordinances.
- 6.2. All driveways shall be concrete or paver stones. Public sidewalks in the public right-of-way shall be concrete. All sidewalks shall be subject to construction guidelines and ordinances set forth by the City including, but not limited to, applicable building codes or ordinances regarding accessibility.
- 6.3. All utilities shall be installed beneath the surface of the earth; provided, however, that wireless services and satellite TV applications may be excepted from this requirement in the sole discretion of the Developer.

- 6.4. The construction of any improvements on a Lot must be engineered in a manner insuring that there will be proper drainage which is not detrimental to adjoining Lots or properties. Elevations at all property lines shall not be altered from engineered construction plans or the Developer may, at any time during or after the process of construction of a residence on a Lot, request changes to grading of such Lot that is found to be a nuisance or in contravention of any engineering and/or construction plans to any adjacent Lot, street, easement, or Common Area. In the event the Owner of a Lot creating such a nuisance fails or refuses to commence the work required to remedy the nuisance within the time frame requested by Developer, Developer may, in its sole discretion, enter the Lot and perform such reasonable work as to remedy the nuisance, and in such an event shall charge the Owner of the Lot for all fees and reasonable expense incurred in remedying such nuisance.

ARTICLE VII.
GENERAL PROVISIONS

- 7.1. The covenants, conditions and restrictions set forth in this Declaration, are to be perpetual and shall run with the land and shall be binding on all parties and all persons claiming under them.
- 7.2. The covenants, conditions, and restrictions set forth in this Declaration are for the mutual benefit of all Owners. Consequently, either Developer or any Owner may bring an action at law or in equity to enforce this Declaration, against any person or persons violating or attempting to violate any covenant, condition, or restriction hereof, whether to prohibit or compel an act or to recover money damages.
- 7.3 Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known mailing address of the Owner.
- 7.4 The invalidity in whole or in part of any covenant, restriction, section, subsection or any other provision of this Declaration shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the undersigned has executed the foregoing Protective Covenants this ___ day of September 2023.

SISSETON ECONOMIC DEVELOPMENT
CORPORATION

Ben Hanson, President

STATE OF SOUTH DAKOTA)
COUNTY OF ROBERTS)SS

ON THIS, the ____ day of September 2023 before me, the undersigned officer, personally appeared Ben Hanson, who acknowledged himself to be the president of the Sisseton Economic Development Corporation, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as its president

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Notary Public
My Commission Expires: