

MISCELLANEOUS RECORD W-M

MARSHALL COUNTY, S. D.

50279-NEWS PRINTING CO., ABERDEEN, S. D.

No 14056

ARTICLES OF RESTRICTIVE AND PROTECTIVE COVENANTS

We, the undersigned, H. R. Davenport and Alan S. Rickert, fee owners of the following described real property: LOTS 4A, 5A, 6A, 7A, 8A and 9A of Nine Mile Village in Section 31, Township 127N., Range 55, West 5th P.M., Marshall County, South Dakota, same being the property now platted and described in Plat recorded in the office of the Register of Deeds, of Marshall County, South Dakota in Book 3 of Plats on Page 8, hereby make the following declarations, restrictions and uses to which the Lots constituting said Plat may be put and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners of Lots located in said Plat, this declaration of restrictions being designed for the purpose of keeping said area desirable, uniform and suitable in architectural design and to assure ecological responsibility in land use as herein specified:

1. That the property shall be used for lake cottages and lake home purposes only.
2. That no approved structure shall be erected or placed closer than 60 feet from the high water line, without approval of adjacent lotowners and developers.
3. That no building shall be erected or constructed nearer to either side of the Lot line than 15% of the average Lot width.
4. That all residences shall contain no less than 800 square feet of living floor space and be designed for single family occupancy.
5. No building or structure of any type shall be constructed so as to obstruct the view of the shore line.
6. No construction shall commence on any structure until the plans and specifications thereof, showing the description, size, type, design, intended use, materials, and estimated cost of the same shall have been submitted to and approved in writing by the developers herein referred to, and there shall be no outbuildings constructed on any of the Lots, unless approved by the developers.
7. Each residence shall be provided with standard indoor bathroom facilities and all necessary sanitary waste facility and drain field, and shall be installed in compliance with Marshall County Zoning Ordinance for control of Pollution.
8. No trailer, tent, shack, garage, barn, or other outbuildings, nor any basement, shall at any time be used as a residence, temporarily or permanently, for more than four successive days, nor shall any structure of a temporary character be used for residential purposes.
9. Parking of vehicles at each site to be adequately and neatly provided by Lot owner.
10. All service lines for utilities shall be placed underground.
11. All buildings shall be completed on the exterior, including landscaping, within one year from date of commencement of construction.
12. The Developers shall provide a central pressurized, sanitary, domestic water supply to serve all Lots before they are occupied. Said water supply shall be placed within fifty feet of the rear of the Lot lines.
13. Exterior finish on all structures to remain as much as possible on a natural stain finish, using as little paint as possible, if any.

GENERAL PROVISIONS:

- 1.-There shall be no commercialization of any nature, such as bait shops, firecracker stands, etc.
- 2.-No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. Backland acreage may be reserved for barn, corral and pasture, where such animals may be kept.
- 3.-Boat ramp track to be flush on the ground leading from boathouse to water, boat dock to be well built and compatible with cottage design. If no boat house then only Shore Station of Midwest Industries, Inc., of Ida Grove, Iowa, or equal, No home made type.
- 4.-No fences of any type shall be erected on any of the Lots except by approval of the Developers.
- 5.-Each Lot owner shall be responsible for the removal of his own trash, garbage, or other waste material. Should any Lot owner fail to comply with this provision the Developers may have same done and bill the Lot owner for the expense incurred. There shall be no burning of trash, and there shall be no refuse pile, weeds, noxious plants or unsightly features allowed on any of the Lots.
- 6.-There shall be no outside fish cleaning tables or fish cleaning houses on any of said LOTS.
- 7.-No noxious or offensive activity, as defined by law, shall be carried on upon any Lot in said tract, nor shall anything be done which may be or become an annoyance or nuisance, as defined by law, to the neighborhood or individuals residing or owning property therein.
- 8.-Owners of vacant Lots must keep them neat and clean in appearance and must maintain them by mowing at least twice a year. Upon failure to do this, after three day notice is given, the Developers may perform such Maintenance as is necessary and bill the Lot owner for the expense incurred.
- 9.-No signs of any kind shall be displayed to the public view on any Lot, except one sign of not more than five feet square advertising a residence for sale or rent, or signs used by a builder to advertise the property during the construction and sale. On vacant Lots no sign shall be larger than three feet square.
- 10.-A Lakehome and LOT owners Association to be formed consisting of all those served by the common well, to take over the ownership of the centralized pump system, maintaining of outer perimeter fence and roadway adjacent to their property.
- 11.-Pasture to be provided by the developer at a charge based on rent developer must pay for this pasture land.

The Developer, being H. R. Davenport and Alan S. Rickert, hereinbefore referred to as the Developer, will relinquish all authority to these covenants after all of this Sections Lots have been sold by them, to the Cabin and Lotowners Homes Association to be formed, who can take up the governing by these covenants in a manner to further preserve the area. These Articles of Restrictive and Protective Covenants to form a part of the Warranty Deed, The Developer herein referred to, conveys to the purchaser of the Lots included in this Plat, by making the Warranty Deed subject to this instrument by reference to the recording of the same.

H. R. Davenport
H. R. Davenport
Alan S. Rickert
Alan S. Rickert

STATE OF SOUTH DAKOTA
COUNTY OF ROBERTS

On this the 25th day of July, 1973, before me Wallace R. Brantseg, the undersigned officer, personally appeared H. R. Davenport and Alan S. Rickert, 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.

(NOTARIAL SEAL)

STATE OF SOUTH DAKOTA } SS
COUNTY OF MARSHALL

Wallace R. Brantseg

I hereby certify that the within instrument was filed in this office on the 27th day of July 1973 at 3:55 o'clock P.M. and duly recorded in Book WM of Misc. on page 62.

Leonard Gangle
Register of Deeds
By Marylin Gray, Deputy