

DECLARATION OF RESTRICTIONS AND COVENANTS TO RUN WITH THE LAND

VILLAGE OF NINE MILE
NINE MILE LAKE

Dated: September 23, 1974

By H.R. Davenport and
Alan S. Rickert.

to

Whom It May Concern

We, the undersigned H. R. Davenport and Alan S. Rickert fee owners of the following described real property: LOTS 1B thru 59B and 1C thru 6C of Nine Mile Village in Section 31, Township 127 N., Range 55, West 5th P.M., Marshall County, South Dakota, same being the property now platted and described in Plats recorded in the office of the Register of Deeds of Marshall County, South Dakota in Book 3 of Plats on Page 27 and in Book 3 of Plats on Page 53 hereby make the following declarations as to limitations, restrictions, and uses to which the Lots constituting said Plat may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law and shall be binding on all parties and all persons claiming under them, and for the benefits of and limitations upon all future owners of Lots located in said Plats, 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 land 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 lot owners 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

4. feet of living floor space and be designed for 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 or their assigns herein referred to, and there shall be no outbuildings constructed on any of the Lots, unless approved by the developers or their assigns.
7. Each residence shall be provided with standard indoor bathroom facilities and all necessary sanitary waste facilities and drain fields 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. 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.
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.

- No fences of any type shall be erected on any of the Lots except by approval of the Developers or the Lot Owners Association.
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 or the Lot Owners Association 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, 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 individual residing or owning property therein.
8. Owners of 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 ten 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.

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 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

AMENDMENT TO RESTRICTIVE COVENANT

We the undersigned, fee owners of the following described real property: Lots One (1)B through Fifty-Nine (59)B and One (1)C through Six (6)C of Nine-Mile Village, in Section Thirty-One (31), Township One Hundred Twenty-Seven (127) North, Range Fifty-Five (55), West of the 5th P.M., Marshall County, South Dakota, same being the property now platted and described and plat recorded in the Office of the Register of Deeds of Marshall County, South Dakota in Book Three (3) of Plat on Page Twenty-Seven (27) and in Book Three (3) of Plat on Page Fifty-Three (53), hereby amend that Restrictive Covenant dated the 2nd day of October, 1974 and filed for record in the Marshall County Register of Deeds Office on the 16th day of December, 1974 at 11:50 o'clock A.M. and duly recorded in Book W-M of Miscellaneous on Page 292-293; that all the undersigned land-owners hereby adopt that Restrictive Covenant in its entirety and by this Agreement declare same to be in full force and effect except for the following amendment which we hereto agree to and accept as binding upon all of said property: That subsection Four (4) of said Restrictive Covenant is hereby voided in its entirety and in its place shall read "that all residents shall contain no less than Five Hundred and Fifty (550) square feet of living floor space and be designed for single family occupancy."

Dated this 21st day of September, 1979.

Robert B. Vinland Ernest W. Peters
Lute Sweto Marilyn Peters
John O. Bakard L. H. [Signature]
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