

5 + 10 acre

RESTRICTIVE COVENANTS

KNOWN ALL MEN BY THESE PRESENTS: That the undersigned (hereinafter referred to as "Developers") are owners of the following, platted real property:

Lots One (1) through Eight (8), inclusive, Johnson Addition in the NE1/4 of Sec. 19, T. 127 N., R. 57 W. of the 5th P.M., Marshall County, South Dakota

(hereinafter referred to as "the Property").

In order to adapt a comprehensive plan for the development of the Property and to adapt regulations that will be applicable to the Property, Developers do hereby and by these presents impose upon the Property the following restrictive covenants or conditions:

1. Setback. No structure may be erected above the ground within fifteen (15) feet of the side of any lot, within twenty-five (25) feet of the rear of any lot, and within thirty-five (35) feet of the front of any lot, and no open porches, driveways, or eaves may encroach this space. In no case shall there be off street parking except in the drive-ways; and parking of vehicles at each site is to be adequately and neatly provide by lot owner.
2. Private Dwellings. No buildings except a private dwelling house with a minimum of a two-stall and a maximum of a three-stall attached garage shall be erected, placed, or permitted on the Property, and such dwelling house shall be used as a private residence; provided that duplex, four-plex, twin home, or condo units with a minimum of a single-stall garage per unit shall be permitted. All dwellings must have a minimum of a 4 in 12 pitch roof. Further, 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.
3. Square Footage/Inspection. The ground floor area of the main structure of a single family dwelling, exclusive of one story porches and garages, shall not be less than 1000 square feet for single level and split foyer homes and not less than 800 square feet for two-story or multi-level homes. Outbuildings for storage shall be limited to seven (7) foot sidewalls and one hundred forty-four (144) square feet of area. All dwellings shall be built of quality materials and workmanship on permanent foundations which extend below frost levels. Where permanent wood foundations are used, they must meet all latest American Plywood Association standards and practices. All construction must comply with uniform building codes, and Developers may inspect all construction sites to monitor whether such construction complies with applicable building codes and these covenants.
4. Approval of Plans. No dwelling or building shall be placed, erected, or altered on any lot of the Property until the construction plans, specifications, and plot plan have been approved by the

Developers as to quality of workmanship, materials, and harmony of external design with respect to topography and finish grade elevations.

5. No Commercial Use. No manufacturing or commercial enterprise or enterprises of any kind, nor any store, grocery or mercantile business, bar, daycare, or other business establishment, shall be maintained on, in front of, or in connection with the Property, nor shall any lot of the Property in any way be used for other than strictly residential purposes. Any activity which generates more than normal residential motor vehicle traffic shall be considered a commercial activity for purposes of this paragraph. Construction of new dwellings or improvements to existing dwellings shall not be considered a prohibited activity.

6. Fairs. The Property may not be used for fairs, exhibitions, festivals, shows, or other activities that attract or are intended to attract, divert, or collect a large number of persons.

7. Nuisances. The Property may not be used for, and no building may be constructed to be used for, any activity which is noxious or detrimental to the use of the Property or which, as a matter of common experience, creates or tends to create a nuisance. This mandates that each lot shall, at all times, be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building material shall be permitted to remain exposed upon any lot so as to be visible from any neighboring lot, or street except as necessary during the period of construction. Each lot shall at all times be kept clear of weeds and other unsightly growth. If any lot owners fail to comply with this provision the Developers may have the same done and bill the lot owner for the expense incurred. There shall be no refuse pile, noxious plants or unsightly features allowed on any of the Lots. This provision is not meant to be inclusive, but explanatory, and may not include other situations that may be deemed nuisances.

8. Destruction of Property. In the event that any structure is destroyed, either wholly or partially, by fire or other casualty, said structure shall be promptly rebuilt or remodeled to conform to these Restrictive Covenants or all remaining portions of the structure, including the foundations, and all debris shall be promptly removed from the property.

9. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot of the Property, except that horses, dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, and further provided that they do not interfere with any other lot owner's enjoyment or use of their lots.

10. Pollution. In the interest of public health and sanitation, and so that the Property and all other land in the same locality as the Property may be benefitted by limiting the hazards of pollution and by protecting the water supplies, recreation, and other public uses thereof, the Property may not be used for any purpose that would result in the pollution of the Property by refuse, sewage, or any other material that might tend to pollute the Property or the surrounding property.

11. Signs. No signs, billboards, or advertising devices of any kind, except those used in any subsequent sale of specific lots of the Property, shall be place or otherwise installed on any lot or building.

12. Temporary Buildings. No temporary house, trailer, tent, garage, or outbuilding, nor any basement shall at any time be used as a residence temporarily or permanently for more than One Hundred Twenty (120) successive days nor shall any structure of a temporary character be used for residential purposes. However during the actual construction or alteration of a building on any lot, necessary temporary buildings for storage and materials may be erected and maintained, but shall be promptly removed upon completion of construction.

13. Completion of Buildings. All buildings shall be completed on the exterior, including landscaping, within one (1) year from the date of commencement of construction.

14. Variances. The Developers may grant reasonable variances or adjustments of these conditions and restrictions in order to overcome practical difficulties and to prevent unnecessary hardships arising by reason of the application of the restrictions contained herein. Such variances or adjustments shall be granted only in the case the granting thereof shall not be materially detrimental or injurious to other property or improvements in Johnson Addition and shall not militate against the general intent and purpose hereof.

15. Tanks and Service Lines. Any propane tanks to be located on such property shall be neatly concealed from sight, and installed in accordance with state and local safety regulations. All service lines for utilities shall be placed underground.

16. Restrictions Run With the Land. These restrictive covenants are made for the benefit of the Developers and all future owners of the Property and are to run with the land and shall be binding on all parties and all persons claiming by, under, or through them for a period of twenty-five years from the date these covenants are recorded. At the end of the twenty-five-year period, these covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of a two-thirds (2/3) majority of the lots in the Property [i.e. owners of at least six (6) of the eight (16) lots must agree to any changes] has been recorded agreeing to change these covenants in whole or in part. Provided, however, that no such agreement shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

17. Notice. Any notice required to be sent to any owner under the provisions of these Restrictive Covenants shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as owner on the records of the Developers at the time of such mailing.

18. Enforcement. These covenants may be enforced by proceedings at law or in equity by the Developers or their assigns, or by any other person or persons owning a lot in the Property, against any person or persons violating or attempting to violate any covenant, either to restrain such violations or attempts or to recover damages.

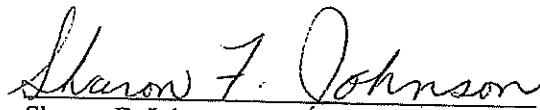
19. Deed. The restrictions contained herein shall apply to all lots within the Property as though such restrictions were included on the face of the deed of conveyance to all subsequent owners.

20. Severability. The invalidation of any of these covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. Each of these provisions is hereby declared to be separate and independent from all other provisions.

21. Assignment. Any rights or conditions herein reserved to the Developers may in writing be assigned, and shall inure to the benefit of the heirs, administrators, executors, or assigns of the Developers.

Dated this 3^d day of June, 2002.

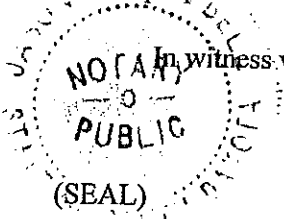

Ray A. Johnson


Sharon F. Johnson

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF MARSHALL)

On this 3^d day of June, 2002, before me, the undersigned officer, personally appeared Ray A. Johnson and Sharon F. Johnson, husband and wife, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged executing the same in the capacity therein stated for the purposes therein contained.

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




Notary Public-- South Dakota
My Commission Expires 11/18/2004

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Prepared by Spiry & Frohling, LLP
P.O. Box 919, Britton, SD 57430-0919
Tel. 605-448-2273

STATE OF SOUTH DAKOTA, COUNTY OF MARSHALL: 88

FILED THIS 3 DAY OF JUNE 2002 AT 2:00 O'CLOCK P.M. BOOK 763-766
Claudia Watkins Debra Skene FEES \$ 16.00
REGISTER OF DEEDS DEPUTY