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**DECLARATION OF RESTRICTIONS, CONDITIONS,
EASEMENTS, AND COVENANTS TO RUN WITH THE LAND**

This Declaration is made as of October _____, 2018, by Knapp’s Landing, LLC (“Declarant”), a South Dakota limited liability corporation with its principal office located at 25475 459th Ave, Humboldt, South Dakota 57035.

WHEREAS, Declarant is the fee owner of certain real property situated in Minnehaha County, South Dakota, platted and known as Knapp’s Landing Addition to the City of Hartford, South Dakota; and

WHEREAS, Knapp’s Landing Addition consists of the following parcels:

Lots One (1) through Eight (8) of Block One (1), Lots One (1) through Twenty-six (26) of Block Two (2), Lots One (1) through Eight (8) of Block Three (4), and Lots One (1) through Twelve (12) of Block Four (4) of Tract 1 of the County Auditors Subdivision in the Southwest Quarter (SW¼) of Section 15, Township One Hundred Two North, Range Fifty-one West of the 5th P.M., except the South 504.7’ thereof, Minnehaha, South Dakota, according to the recorded plat thereof; and

WHEREAS, Declarant desires to subject the above described Lots (individually a “Lot” and collectively the “Lots”) in Knapp’s Landing Addition to certain covenants, agreements, easements, restrictions, conditions, and charges (collectively the “covenants”) as set forth herein:

NOW, THEREFORE, Declarant hereby imposes upon and charges the Lots with covenants hereinafter set forth, hereby specifying that all of the covenants shall constitute covenants, which run with the land, shall bind and inure to the benefit of all future owners of the

Lots and all persons claiming under them, and are designed to keep the Lots uniform and to assure the highest and best residential use of said real property:

EASEMENTS

1. Easements Imposed. Easements and rights of way for utilities, sewers, sidewalks, communication and other services, and drainage purposes and functions are hereby expressly imposed upon the Lots and reserved for the benefit of Declarant and the owners of the Lots on, through, within, over, across, and under the rights of way, streets and easement areas noted on the plat of Knapp's Landing Addition. Further, Declarant may from time to time in its discretion grant easements to any utility company, person or entity as may benefit Knapp's Landing Addition or one, some or all of the Lots.

1.2 Purposes. The easement areas and rights of way may be used for the location and maintenance of electric and communication lines and cables, drainage systems, sanitary sewers, pipelines for supplying gas, water or heat, and all facilities and equipment necessary or appropriate for such purposes including, but not limited to, mains, lines, pipes, drains, channels, swales, junctions, pumps, culverts, ditches, and cables.

1.3 Maintenance of Easement. Each Lot owner shall, at his or her own cost and expense, at all times keep, maintain and preserve that portion of any easement area and/or right of way located upon or within his or her Lot in good condition, appearance, repair and maintenance. No Lot owner may erect nor permit any building, structure or impediment of any kind, nor permit any growth of any kind within said easement area and/or right of way which might prevent or in any interfere with the proper maintenance, use, operation, repair, reconstruction and/or inspection of any utility, service, sewer, drainage system or easement right located therein.

IMPROVEMENTS

2.1 Compliance with Laws. All buildings, structures, dwelling, units, fences, walls, enclosures, and other improvements (collectively "improvements") shall at all times be located, constructed, used, and maintained in conformity with all applicable laws, codes, ordinances, orders, rules, and regulations (collective "laws") and in conformity with this Declaration. To the extent any law is more restrictive than or requires more than this Declaration, each Lot owner must comply with both the law and this Declaration. To the extent this Declaration is more restrictive than or requires more than any law, each Lot owner much comply with both this Declaration and the law.

2.2 Restrictions on Dwellings. Each and every residential structure (a single family residential structure and a duplex are herein after referred to as a “residential structure”) shall conform to the restrictions forth in Section 2.3, 2.4 or 2.5 hereof, as applicable, and the restrictions set forth in Sections 2.6 and 2.7 hereof.

2.3 Dwellings to be Constructed. Knapp’s Landing Addition dwellings shall be residential structures such as single family residential structures or duplexes.

- a. No one-story residential structure may have a fully enclosed first floor living area of less than one thousand six hundred (1,600) square feet.
- b. No two-story residential structure may have a fully enclosed first floor living area of less than one thousand two hundred (1,200) square feet nor a fully enclosed second floor living area of less than six hundred (600) square feet.
- c. No split-foyer residential structure may have a fully enclosed first floor living area of less than one thousand six hundred (1,600) square feet.
- d. No multi-level residential structure may have a fully enclosed living area of less than one thousand six hundred (1,600) square feet on the top two levels combined.

2.4 Additional Restrictions on Dwellings. Each and every residential structure shall at all times conform to the following:

- a. The minimum fully enclosed living areas set forth in Sections 2.3, 2.4 and 2.5 shall be exclusive of any basement, carport, garage, and open porch. The references to stories and floors in Sections 2.3, 2.4 and 2.5 refer to the street view.
- b. Each residential structure must have an attached garage, which is comprised of a minimum of three stalls.
- c. Each duplex must have an attached garage, which is comprised of a minimum of two stalls.
- d. The exterior finishes will include the following:
 1. Siding: Cement board siding product, wood siding, or steel siding. No vinyl siding of any type allowed.

2. Roofing: The shingles used shall be a laminated shingle of a minimum weight of 235# per square. Examples are Certainteed Horizon, Certainteed Landmark, Certainteed Independence, GAF Timberline 3.
 3. Exterior Colors: earth tone colors on siding, intended to mean a color scheme that draws from a color palette of browns, tans, warm grays, and greens and as approved of by Declarant.
 4. Brick, Stucco, or Stone: each home and/or garage exterior shall have a minimum of one hundred fifty (150) square feet of brickwork, stone work, or stucco.
- e. The pitch of all rooflines must be a minimum of 6/12 (6 inches of rise for every twelve (12) inches of run).
 - f. Each residential structure must be completed within twelve (12) months from the date the building permit is obtained from the City of Hartford for said structure or the alterations of the structure are commenced, as the case may be. Structures must be built within five years from purchase date of the Lot. The entire yard must be seeded or have sod in place within six months of occupancy. Each Lot owner shall, at his or her own cost and expense prior to occupancy, install public sidewalks in front, of and if a corner Lot then also on the side(s) abutting a street or roadway of, the structure.
 - g. All residential structures must be constructed and built on Lot site, unless the owner acquires prior approval otherwise from the Declarant.

2.5 Restrictions on Dwellings and Other Improvements. All improvements shall at all times conform to the following:

- a. The front door must face the street with a sidewalk to the street. Said sidewalk may be connected to the driveway, which shall be connected to the sidewalk adjacent to the street.
- b. No improvement, shed, outbuilding, or other residential structure may be constructed, erected, reconstructed, repaired, altered, placed or permitted to remain on any Lot unless and until a completed residential structure exists on such Lot.
- c. No improvement may exceed two stories in height and shall not exceed thirty-five (35') feet in total height, excluding the basement.

- d. Outbuildings which serve the residential structure must be similar in exterior appearance, color, style, materials, and design to the structure. No outbuilding may be placed in front of any residential structure.
- e. All buildings, dwellings, units, and structures must be permanently affixed to a permanent foundation.
- f. Once commenced, an improvement, or any reconstruction, alteration, remodeling or repair thereof, shall be diligently performed and completed in a good and workmanlike manor.
- g. No fence may exceed four (4) feet in height, and no portion of the area in front of any residential structure may be fenced. Fences shall be of colored chain link.
- h. No dog run may be placed in front of any residential structure but one may be placed along the side or to the rear of the property and may be six (6) feet in height.
- i. A maximum of thirty-six (36) inches of concrete may be visible on the basement wall showing to the exterior and shall be painted the same color as the structure.

2.6 Grade of Lot and Dirt. Except during the time as is immediately required for the construction of a particular dwelling, building or structure, the grade of a Lot may not be altered or changed in any material, substantial or significant fashion. Any and all dirt not being utilized for the construction of the dwelling shall remain in the area of the dwelling and shall be provided to Declarant.

2.7 Hedges & Shrubbery. All hedges and shrubbery shall be kept and maintained in neat condition and appearance, and may not exceed five (5) feet in height.

2.8 Tree Types. No cottonwood, Chinese elm, Dutch elm, box elder or polar tree may be planted or permitted to remain on any Lot.

USES AND MAINTENANCE

3.1 Temporary Structures. No trailer, tent, shack, garage, barn, mobile home or other structure of a temporary character may be used or occupied for residential purposes, either temporarily or permanently.

3.2 Animals. No birds, insects, reptiles, animals, livestock or poultry of any kind may be raised, bred or kept in any structure, building, dwelling or unit or on any Lot. Provided, however, that common household pets such as dogs and cats may be kept in a structure, building, dwelling or unit or on a Lot if there exists a residential structure thereon and if such common household pets are not kept, bred, raised or maintained for any commercial purpose or any reason other than as household pets. No horses shall be kept or stabled on any Lot.

3.3 Nuisances. No noxious or offensive trade or activity, as defined by law, may be conducted or carried on upon any Lot, nor may anything be done on or upon any Lot which is, may be or may become an annoyance or nuisance, as defined by law, to or in Knapp's Landing Addition or any Lot owner.

3.4 Rubbish Disposal. No Lot may be temporarily or permanently used or maintained as a dumping ground or disposal site for rubbish, trash, refuse, garbage, debris, litter, scrap, waste (collectively "rubbish"), earth, rocks or fill, not as a storage area for any equipment not contained within a garage or outbuilding. All rubbish shall be kept in sanitary containers stored inside the garage.

3.5 Commercial use. No profession, commercial enterprise or home industry where the public is invited may be conducted or permitted in, on or about any improvement or Lot. Provided, however, that nothing contained herein shall be deemed prohibit an in home personal office which has infrequent, if any, personal visits to the dwelling by customers, clients, suppliers, distributors, agents, representatives, invitees and others.

3.6 Maintenance. Each Lot shall be a) kept and maintained in a neat and clean condition and appearance, b) maintained level and smooth enough for machine mowing, and c) regular mowed to keep the length of grass and weeds growing thereon at ten inches or less until a structure is built.

3.7 Signage. No sign may be placed or displayed to the public view on or about any improvement or Lot except unlighted signs of not more than six square feet in six a) advertising the Lot and improvements thereon are "for sale"; b) designating the Lot owner's address; and c) notifying the public to "beware of dog" or similar informative and appropriate notice. Provided, however, that Developer and contractors may install advertising signs of any size on a Lot or Lots during the construction and sales period.

MISCELLANEOUS

4.1 Term. The covenants set forth herein shall run with the land and shall bind and inure to the benefit of all Lot owners and all persons claiming under them from the date this Declaration is recorded. This Declaration shall run with and bind each Lot and shall remain in full force and effect for a term of twenty-five (25) years from the date this Declaration is recorded. Thereafter, this Declaration shall automatically renew and be extended for successive periods of 10 years each unless the owners of ninety percent (90%) or more of the Lots execute and records an instrument in writing terminating this Declaration.

4.2 Modification of Covenants. To be valid and effective, a change, modification or amendment of this Declaration must be a) in writing, b) made after January 1, 2028 if not also signed by Declarant, c) signed by the owners of not less than ninety percent (90%) of the Lots, and d) recorded with the Minnehaha County, South Dakota Register of Deeds office.

4.3 Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons instituted by Declarant or any Lot owner against any person or person violating or attempting to violate any covenant, either to restrain the violation, to recover damages or to seek any other available remedy, all of which remedies shall be cumulative. In the event Declarant or any Lot owner commences any action or proceeding against a Lot owner under, or to enforce his or her rights or any provision of, this Declaration then, and in each such action or proceeding, the substantially prevailing party shall be entitled to receive, any the substantially losing party shall pay, reasonable attorneys fees and cost incurred by the substantially prevailing party on account of such action or proceeding.

4.4 Severability. In the event any covenant shall be held to be invalid, illegal or unenforceable in any respect, in whole or in part by a judgment, order or decree of any court or tribunal of competent jurisdiction, the validity of the remaining covenants and the validity of the remaining part of any covenant held to be partially invalid, illegal or unenforceable shall in no way be affected, prejudiced or disturbed thereby.

4.5 Waiver. Failure of Declarant or any Lot owner to insist upon the strict performance of any covenant or to exercise any right or option conferred herein one or more instance shall not be construed as a waiver or relinquishment for the future of any such covenant, but the same shall remain in full force and effect. The doing by Declarant or any Lot owner of any act or thing which it, he or she is not obligated to do hereunder shall not be deemed to impose upon it, him or her any obligation to do any such act or thing in the future or in any way change or alter any provision of this Declaration.

4.6 Binding Effect. All Lots be held, sold, conveyed, purchased, acquired, owned, maintained, used and occupied subject to the covenants contained herein, which covenants are

intended to protect the value and desirability of the Lots. This Declaration shall bind and inure to the benefit of all parties having any right, title or interest in the Lots, or any part thereof, their heirs, successors, representatives and assigns.

4.7 Headings. The headings in this Declaration have been inserted for convenient reference only, and shall be ignored in its construction.

Dated this _____ day of February, 2019.

Knapp's Landing, LLC

By: _____

Donald Francis Sieverding

Its: Member

Knapp's Landing, LLC

By: _____

Stacey Ann Sieverding

Its: Member

STATE OF SOUTH DAKOTA)

: SS

COUNTY OF MINNEHAHA)

On this, the ____ day of October, 2018, before me, the undersigned officer, personally appeared Donald Francis Sieverding and, known to me or satisfactorily proven to be the person whose name is subscribed in the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public – State of South Dakota
My commission expires: _____

STATE OF SOUTH DAKOTA)

: SS

COUNTY OF MINNEHAHA)

On this, the ____ day of October, 2018, before me, the undersigned officer, personally appeared Stacey Ann Sieverding, known to me or satisfactorily proven to be the person whose name is subscribed in 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 – State of South Dakota
My commission expires: _____