

OFFICIAL MINUTES
SUMMERSET PLANNING AND ZONING COMMISSION
REGULAR MEETING
OCTOBER 24th, 2023 @ 6:00 P.M.

The meeting was called to order by Chairman Oldfield at 6:00 p.m.

ROLL CALL: Brody Oldfield, Dustin Hirsch, Mike Martin, John Hough, and Casey Kenrick were present. Also present was the City Administrator.

CALL FOR CHANGES: Motion by Kenrick, second by Martin to approve the agenda of the meeting for October 24th, 2023. Motion carried.

CONSENT CALENDAR: Motion by Kenrick, second by Hirsch to approve the minutes of the regular meeting of September 26th, 2023. Motion carried.

MINOR PLAT – J. SCHRAM

Motion by Hirsch, second by Martin to open discussion. Motion carried.

In attendance was James and Melody Schram and Shanon Vasknetz from Baseline Surveying. City Administrator Lisa Schieffer presented the minor plat to the Board and stated that the same was within the city's three-mile platting jurisdiction. This was merely adjusting lot lines between two existing lots. The Board reviewed the same and confirmed that all items had been reviewed and addressed by HDR.

Motion by Martin, second by Kenrick to close discussion. Motion carried.

Motion by Kenrick, second by Martin to recommend approval of the minor plat of James Schram to the Board of Commissioners. Motion carried.

ADJOURNMENT

Motion by Hirsch, second by Hough to adjourn the meeting at 6:03 p.m. Motion carried.

Stephany Baumeister, Finance Officer

Brody Oldfield, Chairman

Published once 11/02/2023 at a cost of \$35.41.



COMMUNITY PLANNING & DEVELOPMENT SERVICES

City of Summerset

7055 Leisure Lane, Summerset, SD 57718

Phone: (605) 718-9858

Fax: (605) 718-9883

Web: www.summerset.us

APPLICATION FOR DEVELOPMENT REVIEW

REQUEST (please check all that apply)

- Annexation
- Comprehensive Plan Amendment
- Fence Height Exception
- Planned Development (Overlay)
 - Designation
 - Initial Plan Final Plan
 - Major Amendment
 - Minimal Amendment

- Subdivision
 - Layout Plan
 - Preliminary Plat
 - Final Plat
 - Minor Plat
- Rezoning
- Road Name Change

- Conditional Use Permit
 - Major Amendment
 - Minimal Amendment
- Vacation
 - Utility / Drainage Easement
 - R.O.W. / Section Line Highway
 - Access / Non-Access
 - Planting Screen Easement
- OTHER (specify) _____

LEGAL DESCRIPTION (Attach additional sheets as necessary)

PROPOSED
~~EXISTING~~ LOT 19 REVISED + LOT 15 REVISED OF WOODLAND HILLS SUB, PLAT #4, FORMERLY LOTS 19, 20 AND 15. LOCATED IN N 1/2 OF NW 1/4 SEC 11, T2N, R6E, B1M.

PROPOSED

LOCATION

Size of Site-Acres

Square Footage

Proposed Zoning

DESCRIPTION OF REQUEST: LOT 20 GOES AWAY, LOTS 19+15 ABSORB PORTIONS ON SURVEY, BECOMING (2) LOTS

Utilities: Private / Public

Water

Sewer

APPLICANT

Name GARRY COLASARDO Phone 605-939-8422

Address 9105 WOODLAND DR E-mail _____

City, State, Zip BLACK HAWK SD 57718 Signature [Signature] 31 OCT 2023
PROJECT PLANNER - AGENT Date

Name N/A Phone _____

Address _____ E-mail _____

City, State, Zip _____ Signature _____ Date _____

OWNER OF RECORD (If different from applicant)

Name GARRY COLASARDO / LANCE SIEVEKE Phone _____

Address _____ E-mail _____

City, State, Zip _____

[Signature] 31 OCT 23 [Signature] 10-31-23
Property Owner Signature Date Property Owner Signature Date

Kathleen Colasardo 31 OCT 23 Melinda Sieveke 10-31-23
Signature Date Signature Date

Print Name: GARRY COLASARDO / KATHLEEN COLASARDO Print Name: Lance / Melinda Sieveke

Title*: CO OWNERS Title*: CO OWNERS

*required for Corporations, Partnerships, etc.

FOR STAFF USE ONLY

ZONING
Current
North
South
East
West
Planner
File No.
Comp Plan
Received By:

- Sewer Utility
- Fire Department
- Public Works
- Planning
- Building Inspector
- Engineering
- City Code Enforcement
- Police
- City Attorney

- BHP&L
- Finance Officer
- Register of Deeds
- County - Planning
- SD DOT
- SD DENR
- Auditor - Annexation
- Drainage
- Parks & Recreation

- Diamond D Water
- Black Hills Water
- Other: _____
- Other: _____
- Other: _____
- Other: _____

Planning and Zoning Meeting Date: _____
Commission Meeting Date: _____
Date Paid: _____

Covenants filing fee? Yes No

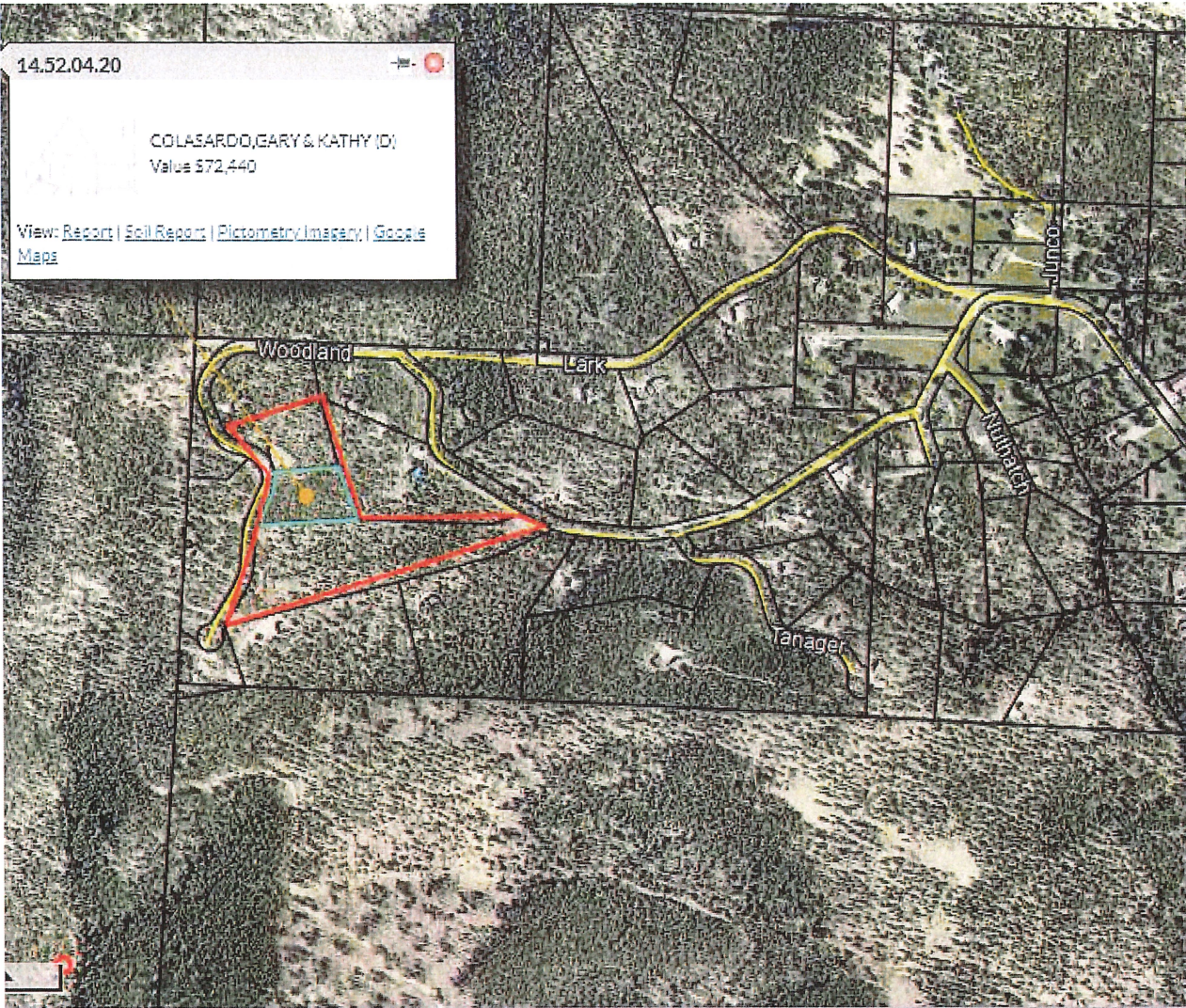
Payment Type: Cash Check Credit Card

14.52.04.20



COLASARDO, EARY & KATHY (D)
Value 572,440

[View: Report](#) | [Soil Report](#) | [Pictometry Imagery](#) | [Google Maps](#)

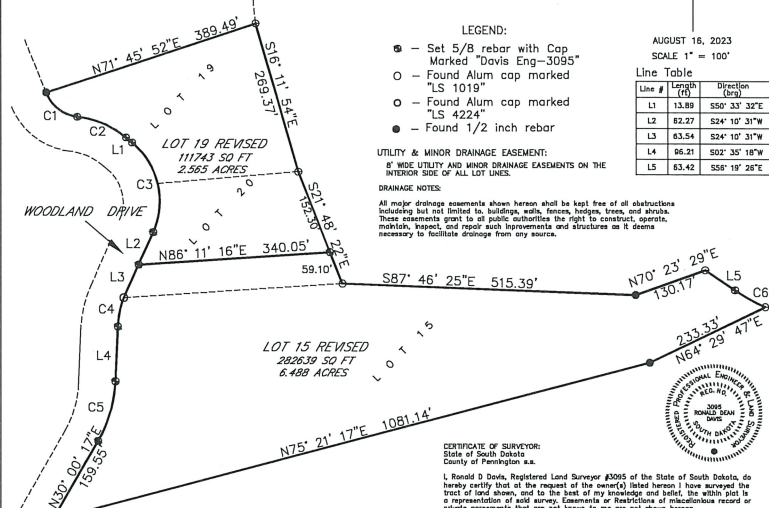


NEW PLAT

**PLAT OF: LOT 19 REVISED AND LOT 15 REVISED
OF WOODLAND HILLS SUBDIVISION, PLAT #4,
MEADE COUNTY, SOUTH DAKOTA.**

Formerly: Lots 19, 20, & 15 OF WOODLAND HILLS SUBDIVISION, PLAT #4

ALL LOCATED IN: N1/2 OF NW1/4 OF SECTION 11, T2N, R6E, BHM.
MEADE COUNTY, SOUTH DAKOTA.



LEGEND:
 ● - Set 5/8 rebar with Cap Marked "Davis Eng-3095"
 ○ - Found Alum cap marked "LS 1019"
 ○ - Found Alum cap marked "LS 4224"
 ● - Found 1/2 inch rebar

UTILITY & MINOR DRAINAGE EASEMENT:
 8" WIDE UTILITY AND MINOR DRAINAGE EASEMENTS ON THE INTERIOR SIDE OF ALL LOT LINES.

DRAINAGE NOTES:
 All major drainage easements shown hereon shall be kept free of all obstructions including but not limited to, buildings, walls, fences, bridges, trees, and shrubs. These easements grant to all public authorities the right to construct, operate, maintain, inspect, and repair such improvements and structures as it deems necessary to facilitate drainage from any source.

AUGUST 16, 2023
SCALE 1" = 100'

Line Table

Line #	Length (ft)	Direction (Brg)
L1	13.89	S50° 33' 32"E
L2	82.27	S24° 10' 31"W
L3	63.54	S24° 10' 31"W
L4	86.21	S02° 35' 18"W
L5	63.42	S58° 19' 28"E

Curve Table

Curve #	Length (ft)	Radius (ft)	Delta (cma)	Chord Direction (Brg)	Chord Length (ft)
C1	72.05	67.00	81° 38' 52"	S52° 45' 12"E	68.62
C2	94.40	163.90	33° 00' 00"	N67° 03' 31"W	93.10
C3	173.55	133.00	74° 45' 52"	N13° 10' 32"W	161.50
C4	51.38	180.00	18° 23' 57"	S11° 47' 17"W	51.18
C5	110.06	230.00	27° 25' 02"	N18° 17' 48"E	108.01
C6	61.35	339.20	10° 40' 40"	S81° 27' 15"E	61.26

CERTIFICATE AND ACKNOWLEDGMENT OF OWNERSHIP:
 State of South Dakota
 County of Meade S.S.

We, Garry P. Colasardo and Kathleen A. Colasardo, do hereby certify that we are the owners of the land shown and described herein, and that this plat was done at our request for the purposes indicated herein, that we do hereby approve the survey and subdivision of said land, and that the development of this land shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations.

OWNERS:
 BY: Garry P. Colasardo Kathleen A. Colasardo

On this ___ day of _____, 2023, before me, a Notary Public, personally appeared Garry P. Colasardo and Kathleen A. Colasardo, known to me to be the persons described in the foregoing instrument and acknowledged to me that they signed this plat for the purposes herein contained.

NOTARY PUBLIC:
 My commission expires: _____

CERTIFICATE AND ACKNOWLEDGMENT OF OWNERSHIP:
 State of South Dakota
 County of Meade S.S.

We, Lance G. Slevka and Melinda C. Slevka do hereby certify that we are the owners of the land shown and described herein, and that this plat was done at our request for the purposes indicated herein, that we do hereby approve the survey and subdivision of said land, and that the development of this land shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations.

OWNERS:
 BY: Lance G. Slevka Melinda C. Slevka

On this ___ day of _____, 2023, before me, a Notary Public, personally appeared Lance G. Slevka and Melinda C. Slevka, known to me to be the persons described in the foregoing instrument and acknowledged to me that they signed this plat for the purposes herein contained.

NOTARY PUBLIC:
 My commission expires: _____

CERTIFICATE OF HIGHWAY OR STREET AUTHORITY:
 The location of the proposed lot lines with respect to the Highway or Street as shown hereon is hereby approved. Any approach or access to the Highway or Street will require additional approval.

Dated this ___ day of _____, 2023

Woodland Hills Road District

CERTIFICATE OF SURVEYOR:
 State of South Dakota
 County of Pennington s.s.

I, Ronald D. Davis, Registered Land Surveyor #3095 of the State of South Dakota, do hereby certify that at the request of the owner(s) listed herein I have surveyed the tract of land shown, and to the best of my knowledge and belief, the within plat is a representation of said survey. Easements or restrictions of whatsoever record or private agreements that are not known to me are not shown hereon.

In witness whereof, I have hereunto set my hand and seal.
 Dated this ___ day of _____, 2023.

Ronald D. Davis, RLS # 3095

CERTIFICATE OF SUMMERSET CITY FINANCE OFFICER:
 I, Finance Officer of the City of SummerSet, do hereby certify that all special assessments that are hereon upon any land included within such plat, as shown by the records of this office, have been paid in full.

Finance Officer of the City of SummerSet

RESOLUTION OF APPROVAL: SummerSet City Commission (SDS. 11-3-8)

Whereas there has been presented to the City Commission of the City of SummerSet, South Dakota, the within plat of the above-described lands, and it appears to this Council of Commissioners that:

Whereas the system of streets set forth therein conforms to the system of streets of the plat of the City;

Whereas all provisions of the City subdivision regulations have been complied with;

Whereas all taxes and special assessments upon the tract or subdivision have been fully paid;

Whereas such plat and the survey thereof have been executed according to law;

NOW THEREFORE, BE IT RESOLVED that said plat is hereby approved in all respects.

Signed: _____ on the ___ day of _____, 2023.
 Mayor of the City of SummerSet

CERTIFICATE OF SUMMERSET CITY FINANCE OFFICER:
 I, Finance Officer of the City of SummerSet, do hereby certify that this plat was signed by the Mayor of the City of SummerSet on the date shown above.

Finance Officer of the City of SummerSet

CERTIFICATE OF PLANNING COMMISSION MEMBER:
 I, _____, member of the Planning Commission of the City of SummerSet, do hereby certify that the SummerSet Planning and Zoning Commission reviewed such minor plat on this ___ day of _____, 2023, and recommends approval of the minor plat to the City Commission of the City of SummerSet.

Member of SummerSet Planning and Zoning Commission.

CERTIFICATE OF COUNTY TREASURER:
 I, Treasurer of Meade County, do hereby certify that all taxes which are hereon upon the within described lands are fully paid according to the records of my office.

Dated this ___ day of _____, 2023

Treasurer of Meade County

CERTIFICATE OF DIRECTOR OF EQUALIZATION
 I, Director of Equalization of Meade County do hereby certify that I have on record in my office a copy of the within described plat.

Dated this ___ day of _____, 2023

APPROVED: Director of Equalization of Meade County

OFFICE OF REGISTER OF DEEDS
 PARCEL ID: Lot 19 14.52.04.19
 PARCEL ID: Lot 20 14.52.04.20
 PARCEL ID: Lot 15 14.52.04.15

PREPARED BY: J2023-43 WOODLAND HILLS SUBDIVISION, PLAT #4 MEADE COUNTY REGISTER OF DEEDS

DAVIS ENGINEERING AND SURVEYING LLC
 1060 KINGS ROAD, RAPID CITY, SD (605) 341-3095 EMAIL: davisengineering@reagan.com



10-31-2023

Final Plat Review

Plat of Lot 19 revised and Lot 15 revised of Woodland Hills Subdivision, Plat#4

Formerly Lots 19,20,15 of Woodland Hills Subdivision plat #4

General Information:

Parcel Acreage 9.053 acres

Location Meade County

Date of Application 10-25-23

Reviewed By: **Lindsay Shagla, HDR Engineering, Inc.**

Purpose: Combine 3 lots to 2 lots.

Access and Utilities: Access and utilities will remain the same.

Fire Protection: By Black Hawk Volunteer Fire Department.

Drainage: Drainage will remain the same.

Final Plat Review:

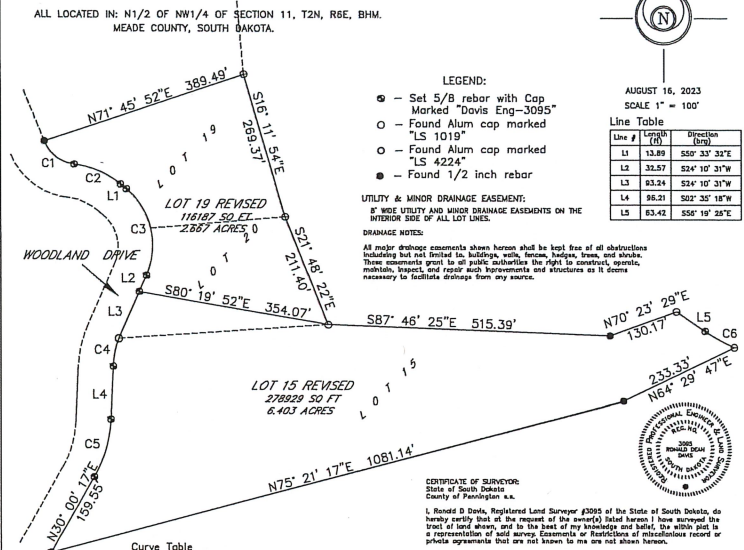
Provide bearing and distance for new lot line between Lot 19R and Lot 15R.
Remove fence and cloud around moved lot line for final platting.

OLD PLAT

PLAT OF: LOT 19 REVISED AND LOT 15 REVISED
OF WOODLAND HILLS SUBDIVISION, PLAT #4,
MEADE COUNTY, SOUTH DAKOTA.

Formerly: Lots 19, 20, & 15 OF WOODLAND HILLS SUBDIVISION, PLAT #4

ALL LOCATED IN: N1/2 OF NW1/4 OF SECTION 11, T2N, R6E, BHM.
MEADE COUNTY, SOUTH DAKOTA.



AUGUST 16, 2023
SCALE 1" = 100'

Line #	Length (ft)	Direction (Bearing)
L1	13.89	S50° 33' 33"E
L2	35.57	S24° 10' 31"W
L3	83.24	S31° 10' 31"W
L4	86.21	S22° 32' 18"W
L5	83.42	S50° 19' 28"E

Curve Table

Curve #	Length (ft)	Radius (ft)	Delta (Deg)	Chord Distance (ft)	Chord Length (ft)
C1	72.05	87.00	87° 35' 52"	S52° 45' 12"E	48.52
C2	84.40	183.80	33° 00' 00"	N87° 03' 31"W	83.10
C3	173.55	133.00	74° 45' 52"	N13° 10' 32"W	161.50
C4	51.38	160.00	16° 23' 57"	S11° 47' 17"W	51.18
C5	110.06	230.00	27° 25' 02"	N18° 17' 48"E	109.01
C6	61.35	329.10	10° 40' 40"	S61° 27' 15"E	61.28

CERTIFICATE AND ACKNOWLEDGMENT OF OWNERSHIP:
State of South Dakota
County of Meade S.D.

We, Garry P. Calzavara and Kathleen A. Calzavara, do hereby certify that we are the owners of the land shown and described herein, and that this plat was done at our request for the purposes indicated herein, and that this plat was done at our request for the purposes indicated herein, and that we do hereby approve the survey and within plat of said land, and that the development of this land shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations.

OWNERS:
 Garry P. Calzavara Kathleen A. Calzavara

On this ___ day of _____, 2023, before me, a Notary Public, personally appeared Garry P. Calzavara and Kathleen A. Calzavara, known to me to be the persons described in the foregoing instrument and acknowledged to me that they signed this plat for the purposes herein contained.

NOTARY PUBLIC: _____
 My commission expires: _____

CERTIFICATE AND ACKNOWLEDGMENT OF OWNERSHIP:
State of South Dakota
County of Meade S.D.

We, Lance G. Stevick and Melinda C. Stevick, do hereby certify that we are the owners of the land shown and described herein, and that this plat was done at our request for the purposes indicated herein, and that we do hereby approve the survey and within plat of said land, and that the development of this land shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations.

OWNERS:
 Lance G. Stevick Melinda C. Stevick

On this ___ day of _____, 2023, before me, a Notary Public, personally appeared Lance G. Stevick and Melinda C. Stevick, known to me to be the persons described in the foregoing instrument and acknowledged to me that they signed this plat for the purposes herein contained.

NOTARY PUBLIC: _____
 My commission expires: _____

CERTIFICATE OF HIGHWAY OR STREET AUTHORITY:

The location of the proposed lot lines with respect to the Highway or Street as shown herein is hereby approved. Any approaches or access to the Highway or Street will require additional approval.

Dated this ___ day of _____, 2023

Woodland Hills Road District

CERTIFICATE OF SURVEYOR:
State of South Dakota
County of Handington S.D.

I, Ronald D. Davis, Registered Land Surveyor #3095 of the State of South Dakota, do hereby certify that at the request of the owner(s) listed herein I have surveyed the tract of land shown, and to the best of my knowledge and belief, the within plat is a representation of said survey. Easements or restrictions of miscellaneous record or private agreements that are not known to me are not shown herein.

In witness whereof, I have hereunto set my hand and seal.
 Dated this ___ day of _____, 2023.

Ronald D. Davis, RLS # 3095

CERTIFICATE OF SUMNERSET CITY FINANCE OFFICER:

I, Finance Officer of the City of Sumner, do hereby certify that all special assessments that are due upon any land included within such plat, as shown by the records of this office, have been paid in full.

Finance Officer of the City of Sumner

RESOLUTION OF APPROVAL: Sumner City Commission (SSSL 11-3-8)

Whereas there has been presented to the City Commission of the City of Sumner, South Dakota, the within plat of the above-described lands, and it appears to the SAUCE of Commissioners that:

Whereas the system of streets set forth therein conforms to the system of streets of the existing plat of the City;

Whereas all provisions of the City subdivision regulations have been complied with;

Whereas all taxes and special assessments upon the tract or subdivision have been fully paid;

Whereas such plat and the survey thereon have been according to law;

NOW THEREFORE, BE IT RESOLVED that said plat is hereby approved in all respects.

Signed: _____, on this ___ day of _____, 2023.

Mayor of the City of Sumner

CERTIFICATE OF PLANNING COMMISSION MEMBER:

I, _____, member of the Planning Commission of the City of Sumner, do hereby certify that the Sumner Planning and Zoning Commission reviewed such minor plat on the ___ day of _____, 2023, and recommends approval of the minor plat to the City Commission of the City of Sumner.

Member of Sumner Planning and Zoning Commission.

CERTIFICATE OF COUNTY TREASURER:

I, Treasurer of Meade County do hereby certify that all taxes which are here upon the within described lands are fully paid according to the records of my office.

Dated this ___ day of _____, 2023

Treasurer of Meade County

CERTIFICATE OF DIRECTOR OF EQUALIZATION:

I, Director of Equalization of Meade County do hereby certify that I have on record in my office a copy of the within described plat.

Dated this ___ day of _____, 2023

APPROVER: Director of Equalization of Meade County

OFFICE OF REGISTER OF DEEDS

PARCEL ID: Lot 19	14.52.04.19
PARCEL ID: Lot 20	14.52.04.20
PARCEL ID: Lot 15	14.52.04.15

DECLARATION OF RESTRICTIONS AND COVENANTS

WHEREAS, LARRY P. BRANCH and CAROL ANN BRANCH are the owners in fee simple of the following described real property situated in the County of Meade, State of South Dakota, to-wit:

The unplatted portion of the West Three Quarter of the North Half of the Northwest Quarter of Section Eleven; Lots 1 thru 12, and Lots 14 thru 20 of Woodland Hills Subdivision Plat No. 4 as shown by Plat recorded in Plat Book 9, Page 70 of the records of the Register of Deeds of Meade County, South Dakota; Lots 13 Revised, 21 Revised, 22 Revised and 23 Revised as shown by Plat recorded in Plat Book 9, Page 79 of the records of the Register of Deeds of Meade County, South Dakota; all of the above located in the Southeast Quarter of the Southwest Quarter of Section Two and in the North Half of the Northwest Quarter of Section Eleven, Township Two North, Range Six East of the Black Hills Meridian,

WHEREAS, the undersigned owners desire to make the following declarations as to limitations, restrictions, and uses to which the real property above described may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land and shall be binding upon all the grantees of any portion of said property, and all other persons claiming under or through them and for the benefit of and limitations of all future owners of real property in said property, it being the intention of the undersigned that they are designed for the purpose of keeping said real property desirable, neatly kept, and suitable in appearance and use as herein specified, now therefore,

The undersigned owners do hereby declare and make the following covenants:

1. DEFINITIONS: As used herein, the following words and terms shall have the following meanings:

(a) Land: Lots 1 thru 12, Lots 14 thru 20, Lots 13 Revised, 21 Revised, 22 Revised, and 23 Revised of Woodland Hills Subdivision Plat No. 4 and the unplatted portion of the West Three Quarters of the North Half of the Northwest Quarter of Section Eleven, all located in Township Two North, Range Six East of the Black Hills Meridian, Meade County, South Dakota.

(b) Lot: Any portion of above described Land.

(c) Owners: Larry P. Branch and Carol Ann Branch.

(d) Buyer: A purchaser of any portion of the above described Land.

2. LAND USE: Each Lot shall be used for residential dwellings, except that this provisions shall not exclude persons from conducting non-nuisance, unoffensive businesses from their homes.

3. CONSTRUCTION: All improvements constructed on any Lot must be built and maintained in a manner that will not detract from the natural beauty of the land. Any structure built or placed on any Lot must be constructed of high quality materials and workmanship and shall be compatable with and appropriate for the surroundings. All improvements built or placed on any Lot must be maintained at all times to remain in a neat, orderly, well kept condition.

Modular homes or mobile homes may not be placed on the land unless specific written permission is granted to the Buyer by at least one of the Owners prior to the time that said home enters the Subdivision. Such permission may or may not be granted by the Owners at their own discretion. Permission to place mobile or modular homes on the land will not be granted unless a full and complete understanding is reached in writing between the Buyer and the Owners concerning the following: Location of the dwelling on the Lot, size, age, condition and color of dwelling, length of time the dwelling may be kept on the Lot, and specifications and requirements concerning decks, out-buildings, and other improvements, etc.

No pastel or similar inappropriate color for a wooded setting may be used as a principal exterior color on any dwelling that is in sight of any other Lot.

All exterior construction on any structure must be completed within one year after being started, including all siding and roofing, construction of front and back steps or decks, painting, staining, etc.

All excess excavation must be removed from the site as it is being excavated and the site immediately cleaned up and restored.

Any driveway that blocks a roadway drainage ditch or draw must have a culvert installed of adequate size to allow passage of water to avoid erosion of roads.

Any garage, barn or outbuilding built on any Lot within sight of any other Lot must be of reasonable size and must be built of high quality material and workmanship, must be appropriately stained or painted to coordinate with the surroundings, and must be well maintained.

All rural route mailboxes must be in good condition, must be of an appropriate color to blend with the surroundings, and must be neatly lettered. Mailbox supports must be neat and well constructed.

Before beginning any construction on any Lot, careful consideration should be given to the suitability of the proposed building or other structure and the materials of which it is to be built to the Lot

upon which it is to be erected, to the harmony thereof with the surroundings, and to the effect of the building or other structure on neighboring Lots.

Any dwelling that is in sight of the road must be located on the Lot so that the front of the dwelling faces the road.

4. EASEMENTS: Easements and right of ways are hereby reserved as shown on any recorded Plat and as shown on recorded easements.

5. FENCES: Any fence that is constructed on any Land must be neatly constructed in a professional manner and must be built of high quality materials and construction and must be maintained to stay in a state of good repair at all times.

6. SIGNS: No signs, billboards, or any other advertising structure of any kind shall be erected, constructed, or maintained on any Lot for any purpose, except that one sign will be allowed for identification of residence and one sign offering the property for sale. No sign may exceed two square feet in size.

7. UTILITIES AND FUEL TANKS: All electric and phone lines must be underground to avoid overhead poles and lines marring the view. Any fuel tanks must be screened from public view or placed in an enclosure out of sight.

8. TRASH: No trash, debris or other refuse shall be thrown, dumped or stored on any of the Land or any adjoining Land. Any building materials that are stored or kept on any Lot must be screened from view of all other Lots and placed indoors. Each property owner shall provide an adequate number of standard size garbage cans in good condition for the temporary storage and collection of garbage and refuse. All such receptacles shall be screened from public view at all times by a neatly constructed and maintained enclosure. Each property owner is responsible for arranging removal of all garbage from the temporary storage on his Lot at least once weekly. Garbage cans may not be placed along the roads or in any other location where they will be in view of any Lot unless they are completely concealed inside a garbage enclosure, said enclosure to be built with an attached cover to protect the contents from disturbance. Said enclosure must be neatly constructed and stained or painted to blend with the natural surroundings. The Buyer is responsible for making these restrictions apply to contractors during construction on his Lot.

9. ANIMALS: Animals may be kept on the land in moderate, reasonable numbers only relative to the size of the Lot, and must not be a nuisance to neighboring landowners. Noisy animals such as barking dogs are a nuisance and are not allowed to be kept on the Land. Dangerous or vicious animals are also considered a nuisance and a hazard and are not allowed on the Land. All dogs must be confined to the Buyers Lot except when on leash. No horses, livestock, etc. will be allowed to run at large off the Buyers Lot. All animals must be property fed and cared for and housed in a neatly constructed and maintained barn or other appropriate building or corral for an

adequate amount of the time to prevent destruction of the grass and soil on the Buyers Lot. Any dog kept on any Lot must have a current Meade County dog tag and rabies vaccination tag.

10. TREES: Living trees naturally existing on a Lot, except to the extent necessary for construction purposes, shall not be cut down or removed from the Lot, except that routine thinning and removal of small trees in conformity with good forestry practices is permitted and is recommended. Logging of large trees is not permitted. Any pine tree that is attacked and killed by bark beetles must be immediately cut down and disposed of or removed from the Land.

11. SETBACK REQUIREMENTS: No dwelling or structure may be placed on any Lot less than twenty feet from any side or rear lot line, nor less than seventy five feet from the front lot line without written approval of the Owners.

12. TEMPORARY STRUCTURES: No structure of a temporary or mobile nature shall be used on any Lot at any time as a residence without the express written consent of the Owners.

13. MAINTENANCE: All improvements on any Lot must be maintained so as to remain in a state of good repair and suitable and attractive in appearance.

14. MOTOR VEHICLES: No motor vehicle or equipment of any type that is not in normal running condition may be kept, stored or parked on any Land unless said vehicle is inside a closed building or is completely out of sight of all other Lots. Junk cars, junk trucks and junk equipment are specifically not allowed. Any truck, equipment, motor home, travel trailer, camper, boat or other vehicle that is larger than a pickup truck, that is to be kept on a Lot, must be parked in a location on the Lot so that it is either substantially out of sight of other Lots and the road, or is located at the rear of the dwelling away from the road. No vehicle may be parked over night on the road right of way.

15. NUISANCE: No noxious or offensive activity shall be carried on on the land; nor shall anything be done or permitted which shall constitute a public nuisance thereon; nor shall anything be done or permitted that will endanger any person or property. Fireworks may be discharged only during the first week in July, and only then if permitted by law. No speeding or reckless driving is permitted on the roadways serving the Land. Motorcycles and snowmobiles may be operated in the Subdivision only if they travel at slow speeds and only if they have quiet mufflers. No mercury vapor light, spotlight, or other excessively bright light that burns continuously at night may be used on any Lot if said light illuminated any part of any neighboring Lot, nor may any such light be placed on a pole exceeding ten feet in height.

16. SUBDIVISION OF LOTS: Each of the following Lots may be divided into no more than two Lots: Lots 1, 2, 4, 6, 8, 14, 15, 16 and 22. Lot 13 and the unplatted portion of the West Three Quarters of the North Half of the Northwest Quarter of Section Eleven may be divided into a maximum of five lots each. No other Lots may be divided.

17. COVENANTS: These covenants are to run with the Land and shall be binding on all parties and all persons owning any interest in the above described real property for a period of twenty-five years from the date these covenants are recorded, after which time the said covenants shall be automatically extended for successive periods of five years each unless an instrument denominated as a deed of revocation signed and executed by the owners of seventy-five percent of the Lots is recorded in the office of the Register of Deeds of Meade County, South Dakota.

These Covenants are subject to all applicalbe County, State or Federal laws or ordinances and are not intended to permit anything that is prohibited by any of the said law or ordinances.

18. AMENDMENT: The conditions, restrictions, stipulations, agreements, and covenants contained herein shall not be waived, abandoned, terminated, or amended except by written consent of the owners of seventy-five percent of the Lots included within the boundaries of the above described real property.

19. ENFORCEMENT: Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, and said proceedings shall either be to restrain violation or to recover damages, or both, and the action may be brought by any persons possession any interest in the above described land.

20. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 10th day of September, 1975.

/s/ Larry P. Branch
Carol Ann Branch

Ack'd: September 10, 1975, with seal.

Filed September 10, 1975 at 4:30 P.M.
Recorded in Book 327 on Page 751 of
Misc. Records in the office of the
Register of Deeds, Meade County, South Dakota.