DECLARATIONS OF RESTRICTIONS AND COVENANTS TO RUN WITH THE LAND

TO WHOM IT MAY CONCERN:

We, ROBERT V. JENSEN, LESTER C. EHRESMANN and RICHARD W. LARSEN, fee owners of the property described as Lots One (1) through Forty-one (41), both inclusive, Wildwood Park, a subdivision of Tract Two (2), Lot Three (3), and Tract Three (3), Lot One (1), located in Section Three (3), Township 93, Range 55, West of the 5th P.M., Yankton County, South Dakota, do hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting said Wildwood Park may be put and hereby specify that such declarations shall constitute covenants to run with all the lands contained in the heretofore described Wildwood Park as provided by law and shall be binding on all parties and all persons claiming under them and for the benefit of and limitation upon all future owners in said Wildwood Park, these declarations of restrictions being designed for the purpose of keeping said Wildwood Park desirable and suitable in architectural design, environment and use as hereinafter specified:

(1) Said covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the grantee, his heirs, executors, administrators and assigns and are imposed upon said realty as an obligation or charge against the same for the benefit of the owners herein named, their successors and assigns, and for the benefit of each of the grantees, their heirs, executors, administrators and assigns, and as a general plan for the benefit of said tract and the owners of said property therein.

(2) No structure or building of whatever nature or kind, except a private dwelling home with no more than two outbuildings, one of which outbuildings shall be a garage no larger than a two-car garage, shall be erected, placed or permitted on any lot or any part thereof, and such dwelling house permitted

on any such lot shall be used as a private dwelling residence only. The permitted outbuildings shall in no event be larger than the dwelling permitted on any lot and in no event shall such outbuilding, including said garage, be larger than 30 feet by 30 feet and shall not be higher than 20 feet from the ground surface at the lowest point to the highest most point of such building, and such outbuildings, including the garage, shall conform in design and architectural construction to the design of the permitted dwelling on any lot, provided, however, that in the event any below grade residential dwelling is constructed on any lot, then, and in that event, any outbuilding or garage as permitted in these restrictions and covenants shall conform in architectural design to the architectural design of the homes located on the adjoining properties.

(3) No tent, shack, garage, barn, trailer home, double-wide or other building erected, moved onto or located on said conveyed premises shall at any time be used as a residence temporarily or permanently, nor shall any structure of whatsoever nature or temporary character be used as such residence, provided, however, that a travel trailer may be used as a residential structure for no longer than three (3) months in any one year.

(4) No more than one residential structure shall be located on said conveyed premises, and no more than three structures, including the residential structure, the garage structure and one additional outbuilding structure, shall be permitted on said conveyed premises.

(5) No house, appurtenance, or outbuilding shall be less than 40 feet from the dedicated road serving said property, and no such structure shall be less than 10 feet from any sideline or backline of said conveyed premises.

(6) No building shall be more than two stories in height and shall not exceed 30 feet from the lowest and most exposed portion of said structure to the highest most point of said structure.

(7) No portion of the conveyed premises can be subdivided for any purpose.

(8) No residence or structure of any kind of what is commonly known as "boxed" or "sheet metal" construction shall be built on any lot unless the same shall be covered over on all its outside walls with stucco, brick, stone, metal or wood siding, which siding, if constructed of brick or stone, shall not be less than one-half inch thick and of clay or equal, and if constructed of wood siding shall not be less than one-half inch thick at its thinnest point, and if of metal shall consist only of insulated drop siding with at least three coats of bonded paint, and such metal siding shall carry a guarantee of at least twenty (20) years.

(9) All plumbing, heating and electrical wiring will conform with the Farmers Home Administration, Veterans Administration and South Dakota Building Codes.

(10) Any structure consisting of more than one story above basement level shall not be less than 650 square feet on the first level and not less than 500 square feet on the second level.

(11) No cow, hog, goat or similar animal shall be kept or maintained on the property herein described or any portion thereof, nor shall any chickens, geese or fowl of any kind, or yards for the keeping of the same or similar facility be maintained on any lot, and no commercial activity of whatsoever nature or kind shall be permitted on any lot or lots.

(12) The ground floor area of the main structure, exclusive of one-story, open porch and garage, shall not be less than 1,000 square feet in the case of a one story structure nor less than 650 square feet in the case of a one and one-half or two story structure, and no structure higher than two stories above the ground level shall ever be constructed on any lot.

(13) No residence, garage or outbuilding erected on the conveyed premises shall have anything but a gabled roof which

roof shall be covered with shingles of wood or composition of either slate or tile. A garage or other outbuilding permitted on the conveyed premises shall be of construction and architectural type similar to the residence thereon. No flat roofs or semi-flat roofs shall be allowed on any lot, provided, however, that in the event the owner of any lot constructs a below-grade residential structure, then, and in that event, such below-grade residential structure shall be roofed in accordance with architecturally sound principles and shall conform in all respects to engineering standards published by the American Society of Architectural Engineers.

(14) No sign, billboard or advertising of whatsoever nature or kind shall be allowed on any portion of any lot other than a "For Sale" sign, which "For Sale" sign shall be no larger than 2 foot by 3 foot.

(15) No automobiles or motor vehicles not licensed for any current year shall at anytime be kept on any lot, and no debris or junk shall ever be allowed to accumulate on any lot. Any motor vehicle not licensed for any current year or not operable for a 30 day period of time shall be deemed as junk.

(16) One dock shall be allowed for each lot fronting on the James River, provided, however, that said dock shall be constructed in conformance with existing Federal and state laws, shall be kept clean, painted and serviceable and shall not be allowed to deteriorate.

(17) All lots shall be serviced with a driveway which shall conform to the county class 2 highway system approach, and no driveway shall be placed to service any lot unless such a permit is obtained from the proper county or township authorities, and such driveway approach from the property to the public road servicing said property shall at all times conform with existing county ordinances, restrictions and the general custom.

(18) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall

be kept in sanitary containers, and all incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

EXCEPTIONS TO COVENANTS AND RESTRICTIONS

(A) Lots Twenty-six (26) through Forty-one (41) are exempt from Restriction No. 16 referring to docks.

(B) These covenants and restrictions shall not apply to Lot 12 of Wildwood Park.

THE FOLLOWING COVENANTS AND RESTRICTIONS APPLY TO WILDWOOD PARK IN ITS ENTIRETY

(A) Penalties for Breach. Any person, his heirs, representatives or assigns acquiring any right, title or interest in and to any portion of said Wildwood Park, or any lot therein or portion of lot therein, who shall violate any of the covenants herein set out, shall be subject to prosecution at law or in equity by any other person owning real property in said tracts for the recovery of damages or for the enjoinment of said violator from further violations of said covenants.

(B) Effect of Partial Invalidity. In the event any covenant or restriction hereinabove contained or any portion thereof is invalid or void, such invalidity or voidance shall in no way affect any of the covenants, conditions or restrictions.

(C) Future Conveyances. Any and all transfers of title, by deed or otherwise, or of possession by lessee or otherwise, shall be subject to the provisions of the protective covenants herein contained.

Dated at Yankton, South Dakota, on this the 18 day of October, 1978.

Robert V. Jensen, Owner

Lester C. Ehresmann, Owner

Richard W. Larsen

STATE OF SOUTH DAKOTA)
) SS:
COUNTY OF YANKTON)

On this the 18 day of October, 1978, before me, John R. Kabeiseman, the undersigned Notary Public, personally appeared Robert V. Jensen, Lester C. Ehresmann and Richard W. Larsen, known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

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

John R. Kabeiseman
Notary Public

My Commission Expires: 9-10-83

(SEAL)

STATE OF SOUTH DAKOTA }
County of Yankton } ss.
Office of Register of Deeds
Filed for Record
OCT 19 1978
at 10:00 o'clock A.M., and Recorded
in Book 293 on Page 75.
Lynette Lobsinger
Register of Deeds
$7.00 chg.
Attys: Bradsky, Kabeiseman, Beck, Abbott & Johnson