

Prepared by:

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DECLARATION OF RESTRICTIONS AND COVENANTS TO RUN WITH THE LAND

This Declaration of Covenants, Conditions and Restrictions is made effective the _____ of _____, 20____, by Riverview Estates, LLC, whose principal office is located at 45874 268th St. Parker, South Dakota 57053.

RECITALS

Developer is the Owner of the property set forth in the attached **Exhibit A**.

Developer is a South Dakota limited liability company, formed for the purpose of developing and offering for sale, lots and tracts located in rural Turner County, South Dakota.

A. AREA

WHEREAS the DRCS applied to the following legal description:

Lots 1-5 in Tract X, Riverview Estates Addition to Turner County, South Dakota.

WHEREAS, the Developer intend to develop and improve said tract of land and offer for sale the lots as shown in said plat and is desirous of subjecting said tract of land to certain covenants, agreements, easements, restrictions, conditions and charges, as hereinafter set out.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the Developer do hereby impose and charge and dedicated roadways abutting thereto, inclusive of said **Riverview Estates to Turner County, South Dakota**, with certain exceptions, with the covenants, agreements, easements, restrictions, conditions and charges hereinafter set forth, hereby specifying that said declarations shall constitute covenants to run with the land, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitation upon all future Developer in said addition, said restrictions and covenants being designed to keep said addition uniform and to insure the highest and best residential development of said property.

B. EASEMENTS

Easements and right of way for utility, sewer and drainage purposes and functions are hereby expressly reserved to the Developer, its successors and assigns, over, across and under such areas as are more particularly shown for the location of easements on the

recorded plat of **Riverview Estates to Turner County, South Dakota**, referenced above. Developer may grant necessary easements to any utilities or other person or persons to accomplish these purposes.

Such easements may be used as private ways for access to remote areas or for the location of underground electric or communication cables, storm drainage, or sanitary sewers, pipelines for supplying gas, water or heat, including main, service pipes, and equipment and drainage purposes.

The purchaser of lots in said **Riverview Estates** shall at their own cost and expense keep and preserve that portion of the easement and right of way within their property line at all times in a good condition of repair and maintenance and neither erect nor permit any growth or accumulation of any kind, within said easement which might interfere in any way with the proper maintenance, use operation, repair, reconstruction and patrolling of any of the utility services located therein.

C. RESIDENTIAL COVENANTS

1. Plans

All plans showing structure layouts with dimensions, elevations, exterior finishes, mechanical locations along with the lot site plan shall be submitted to the Developer for approval. Shouse/post-frame homes are allowed pending Developer approval. Additional information may be requested as necessary to complete the review and confirm compliance with development requirements.

2. Survey

Must be included with plans and approved by Developer.

3. Street:

Maintenance costs of the shared street, to be split between all owners. Developer to cover the cost of lots not sold.

4. Street Parking:

No **street parking** of motor homes, campers, trailers, race cars, boats, UTV's, motorcycles, or work vehicles for more than 24 hours to load and unload.

5. Outbuildings / Exterior Structures

All outbuildings/exterior structures, small lawn sheds are allowed but must be approved by Developer and the Turner County Planning and Zoning Department. The structures must conform to the same exterior appearance, design, and color to the principal structure on the lot. No modification or alteration of original lot drainage will be allowed for the construction of outbuildings or exterior structures.

6. Mailbox

Mailbox locations and groupings will be as required by the United States Postal Service, City/County Ordinance, and the Developer discretion.

7. Fences

Height, style, material, color, and location must be shown on plans.

Fences may be erected in required yards, provided they meet or exceed the following requirements:

A. No barbed wire, chain link or metal fence allowed in front 50' of lot.

B. No fence shall be erected or maintained in such manner as to unreasonably obstruct the view of others or their access to light or air.

8. Sump Line

All sump pump lines shall be required to drain to the rear or side of the lot.

9. Livestock and Poultry

No animals shall be raised, bred, or kept on any lot for any commercial purpose.

The number of animals, livestock, or poultry is limited to eight (8) four-legged animals and ten (10) poultry; and must be contained by a structure or fence.

10. Landscaping:

Grass seeding or sodding to be complete within 12 months of occupancy.

11. Nuisances

No noxious or offensive trade or activity, as defined by law, shall be carried on upon any lot in said subdivision, nor shall anything be done which may be or become an annoyance or nuisance, as defined by law, to the neighborhood, or public is invited shall not be permitted.

12. Signs

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising a residence for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

13. Vacant Lots

Owners of vacant lots must keep them neat and clean in appearance and must maintain them by mowing any vegetation to a maximum height of 10" and spraying of noxious weeds. Upon failure to do this, and after three-day notice is given, the Developer may perform such maintenance as necessary, and bill the lot owner for the expense incurred.

14. Site Conditions:

Contractor/Buyer is responsible to maintain a rubble-free site including removing any excess dirt placed, spilled, or otherwise left in or on the street. All concrete wash out will be on your lot and your responsibility. If site, or sites, around your lot are not left in the same condition as prior to your project, clean up and/or repairs will be done at the Buyer/Owner's expense.

15. Soil During Construction:

Developer is not responsible for furnishing soil to the Contractor/Buyer. Black Dirt, Extra Soil, or Clay, is not included in the lot purchase.