

Post 119

an annoyance or nuisance, as defined by law, or the individuals residing or owning property in Indian Hills Estates.

III

GENERAL PROVISIONS

1. Term. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming title to real property in Indian Hills Estates through the Owners and shall be so binding for a period of twenty-five years from the date these covenants are recorded. After a period of twenty-five years, said covenants shall be automatically extended for successive periods of ten years each. Any change in these covenants or restrictions in whole or in part may and must be made by an instrument signed and recorded by a majority of the part: holding record title to the tracts in Indian Hills Estates.

2. Modification of Easements. All provisions herein pertaining to public utility installation and maintenance shall be operative except as they may be modified by written agreement between the undersigned Owners and the initial purchaser of any Tract from said Owners. However, any utility easement modification or addition that is beneficial to the area, requested by a utility company, and not detrimental to adjacent property may be agreed to by the individual Tract owner and said utility company.

Courtney W. Anderson
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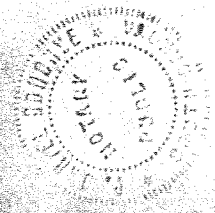
Courtney W. And
COURTNEY W. AND
Myrna O. Anderson
MYRNA O. ANDERSON
- 6 -

STATE OF SOUTH DAKOTA)
COUNTY OF MINNEHaha) SS

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On this the 22nd day of April, 1975, before me the undersigned officer, personally appeared COURTNEY W. ANDERSON and MYRNA O. ANDERSON, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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



D. Daniel Amodeo
Notary Public - South Dakota
My Commission Expires: 9/11/82

7. Hedges or Fences. Each Tract shall be properly enclosed by a fence or hedge at least equal in height to the fence or hedge erected or maintained by the owner or owners of adjacent Tracts in Indian Hills Estates. The style of all fences must conform with the architectural style of the dwelling on the tract upon which said fence is located. If the style of a fence does not so conform, the fence must be approved in advance by the Association as provided in Paragraph 2 hereinabove.
8. Replating or Subdividing. No one shall at any time replat, subdivide, or re-subdivide any Tract into its smaller lots or in any other manner change the Plat of Indian Hills Estates as the same is now shown as recorded in the office of the Register of Deeds of Minnehaha County, South Dakota; provided, however, that any Tract may be subdivided only if each of the lots resulting from the subdivision of said tract contains at least nine full acres.
9. General Farming, Livestock and Poultry. No Tract in Indian Hills Estates shall be used for general farming or for raising, feeding, or breeding animals, livestock, or poultry, except that personal or domestic animals, or household pets used for the recreation and general enjoyment of the owner of the Tract may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.
10. Nuisances. No noxious or offensive activity shall be carried on upon any Tract in Indian Hills Estates, nor shall anything be done which may be or become

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- on street level floor areas, or at floor areas above the ground floor.
4. Out Building and Garages. Suitable or necessary out buildings may be permanently constructed to serve and complement the principal structure, but these out buildings must conform in exterior appearance and design to the principal structure located on the individual Tract. Should the owner of any Tract in Indian Hills Estates desire to construct out buildings not in conformance with the exterior appearance and design of the principal structure located on the Tract, said owner shall first obtain the approval of the Association in the manner set forth hereinabove in Paragraph 2.
5. Temporary Structures. No structures of a temporary character, including but not limited to mobile homes, tents, shacks, garages, barns, pre-fabricated buildings, and out buildings, shall be used or placed on any Tract at any time as a residence. This restriction, however, may be waived by the Association should the Association find that a temporary structure will be aesthetically appealing and will not detract materially from the value and appearance of other Tracts in Indian Hills Estates.
6. Removal of Soil and Grade Level. No excavation for stone, gravel, or earth shall be made on any Tract except for walls, basements, or cellars of dwellings to be constructed or located upon said Tracts.

services located therein.

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II

RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. Each Tract in the above described property shall be used exclusively for residential purposes.

2. Home Owners Association. Owners of tracts in Indian Hills Estates shall constitute the "Home Owners Association", hereinafter referred to as "Association". Every owner of a Tract in Indian Hills Estates shall be a member of said Association. The Association shall exercise its duties and functions as hereinafter set forth in this Indenture. Any action taken by said Association shall be effective only if supported by the written consent and approval of two-thirds of those parties eligible for membership in said Association, as hereinabove set forth.

3. Minimum Area Requirements. No residential structure shall be constructed, erected, or placed on any Tract in Indian Hills Estates unless such structure shall meet the minimum area square footage requirements hereinafter set forth, which requirements are exclusive of garage, porches, out buildings, and basements:

A. A one-story dwelling, a two-story dwelling, or a split-level dwelling shall have an area not less than 1,500 square feet on the ground floor,

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NOW, THEREFORE, the Owners hereby impose and charge the specifically described real property with certain covenants, agreements, easements, restrictions, conditions, limitations, and uses hereinafter set forth, hereby specifying that all of said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and are for the benefit of, and constitute limitations upon, all future owners of tracts in Indian Hills Estates, said restrictions and covenants being designed to keep said real property desirable, uniform, and suitable in architectural design and use, and to insure the highest and best residential development of said real property.

I

EASEMENTS RESERVED

Easements and rights of way for utility, sewage and drainage purposes and functions are hereby expressly reserved to the Owners, their successors and assigns, all as more particularly are shown on the Easement Plat, a copy of which is attached hereto and marked Exhibit "A". Such easements may be used for the location of underground electric or communication cables, and pipelines for supplying gas, water, and heat, and including mains and service and drainage pipes and equipment.

The successors and assigns of the Owners shall at their own cost and expense keep and preserve at all times in good condition of repair and maintenance that portion of the easement and right of way within their property lines and neither construct nor permit construction of any building or structure of any kind which might interfere in any way with the proper maintenance, use, operation, repair, reconstruction, and examination of any of the utility

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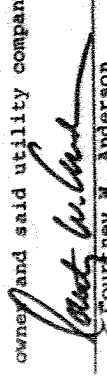
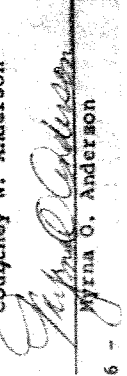
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Courtney W. Anderson

Wynna O. Anderson

04532

DECLARATION OF RESTRICTIONS AND COVENANTS TO RUN WITH THE LAND

THIS INDENTURE, made March 18, 1975, by Courtney W. Anderson and Myrna O. Anderson, hereinafter referred to as "Owners",

W I T N E S S E T H:

WHEREAS, the Owners are the fee owners of Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of the Plat of Indian Hills Estates, a Subdivision of Split Rock Township, Minnehaha County, South Dakota, which plat is recorded in Book 35 of Plats, Page 2, in the office of the Register of Deeds, Minnehaha County, South Dakota, which Plat is hereby incorporated herein and made a part hereof by reference as if fully set forth herein; and

WHEREAS, there is a Plat, hereinafter referred to as "Easement Plat", which plat shows the location of various easements reserved by said Owners, and the location of easements currently existing, a copy of which plat is hereto attached, incorporated herein, and made a part hereof by reference; and

WHEREAS, the Owners intend to develop and improve the above described real property and have offered and will offer the same for sale; and

WHEREAS, the Owners are desirous of subjecting all of the above described real property to certain covenants, agreements, easements, restrictions, conditions, and charges as hereinafter set forth;