

OF 145130
BOOK 229 PAGE 162

R621887

**DECLARATION OF COVENANTS, CONDITIONS AND RESERVATIONS
FOR ODE ADDITION**

**IN THE NORTHEAST QUARTER (NE1/4) OF SECTION FIVE (5),
TOWNSHIP ONE HUNDRED ONE NORTH (101N) RANGE 48 WEST OF THE
5TH P.M., MINNEHAHA COUNTY, SOUTH DAKOTA**

**THIS DECLARATION, made on the date hereinafter set forth by Burton P. Ode and
Dorcas A. Ode, hereinafter referred to as the "Declarants", WITNESSETH:**

**WHEREAS, the Declarants are the owners of the following described real property, the
plat to said real property having been recorded:**

Lots 1, 2, 3, 4, 5, 6, and 7 of Ode Addition
in the Northeast Quarter (NE1/4) of Section Five
(5), Township One Hundred One North (101N)
Range 48 West of the 5th P.M., Minnehaha
County, South Dakota,

**WHEREAS, the Declarants will convey said Lots, subject to certain protective
covenants, conditions, restrictions, reservations, agreements, easements and charges as
hereinafter set forth,**

**NOW THEREFORE, the Declarants hereby declare that all of the Lots described
above shall be held, sold and conveyed subject to the following easements, agreements,
restrictions, covenants and conditions, all of which are for the purpose of enhancing and
protecting the value, desirability and attractiveness of said Lots, now and in the future.
These easements, covenants, restrictions and conditions shall run with said real property
and shall be binding upon all parties having or acquiring any right, title or interest in the
above-described Lots, or any part thereof, and they shall inure to the benefit of each owner
thereof.**

- 1. No Lot shall be used except for single family residential purposes
exclusively. No dwelling shall be erected or permitted to remain on any
Lot other than one detached single family dwelling which dwelling shall not
exceed two stories in height from street level which shall be subject to the
size limitations specified as follows.**
 - A. A one-story dwelling, rambler or ranch type, or split-level house
shall have a floor area of not less than One thousand Two Hundred
square feet (1,200') at street level;**
 - B. A story and a half house shall have a floor area of not less than One
Thousand square feet (1,000') on the main floor and not less than
Six Hundred square feet (600') on the second level;**

C. A two story house shall have a floor area of not less than One thousand square feet (1,000') on the main floor and not less than Eight Hundred square feet (800') Minimum on the second level.

A basement is not considered a story if it is 100% above grade on one side and essentially below grade on the other three sides. Each dwelling shall have a two car garage with a minimum inside space of 20 feet by 20 feet.

All computations in connection with determining the square footage of living area referred to above shall be exclusive of garages, porches, decks, outbuildings and other storage type areas or buildings or detached structures.

2. All buildings constructed must comply with the restrictions, requirements, zoning and building codes of Minnehaha County, South Dakota.

3. Dwellings shall not be moved from outside the development Addition onto any Lot.

4. No building or dwelling unit shall be located nearer than thirty feet (30') to the front line nor nearer than fifty feet (50') to the rear lot line nor nearer than ten percent (10%) the Lot width to any side lot line.

5. All dwellings shall have a double garage or larger, and such other suitable or necessary outbuildings to serve the dwelling. All such outbuildings and garages must be permanently constructed with exterior appearances and design to conform to the dwelling on solid permanent foundations. All garages must be attached to the dwelling.

6. Exposed portions of the foundation of each dwelling are to be covered with brick, stone, or siding or shall be painted. Fireplace chimneys are to be covered with brick, stone, or siding.

7. There shall be no material change in grade levels as they now exist without approval of the Declarants. No building shall be placed, nor any Lot graded to interfere with the drainage nor cause damage to the neighboring Lots or structures thereon.

8. No structure of a temporary character, mobile home, trailer, garage, basement, tent, shack, barn or other dwelling shall be erected upon or used on any Lot at any time as a residence, either temporarily or permanently.

9. Each Lot owner shall be responsible for the construction and maintenance of the driveway leading to the dwelling and shall be responsible for any snow removal.

10. The above described Lots are sold strictly "AS IS" and any purchaser thereof assumes the responsibility of providing for proper utilities to the Lot, including but not limited to the domestic water supply, whether by well, cistern or from a rural water association, along with proper sanitary sewage disposal, electric, heating, telephone and communication services. The owner of any Lot shall conform to County regulations as to the proper depth and length of drain fields for septic tanks.

11. Notwithstanding the above paragraph, a perpetual license and easement is hereby reserved for the purpose of the construction, maintenance, use, operation, repair, reconstruction of any utility services including but not limited to water, electricity, gas, telephone and cable communication services. Said perpetual license and easement is specifically granted to Sioux Valley Southwestern Co-op, Splitrock Telecom Co-op, Inc. and Minnehaha Community Water Corporation, their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits, pipes and other instrumentalities and to extend wires and pipes for the carrying and transmission of electric current for light, heat and power, for the carrying of water and for all telephone and cable communication service. No permanent buildings shall be placed directly over the area under which such cables, conduits, pipes or other instrumentalities shall be placed but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

Any public utility easement modification or addition which is beneficial to the area and requested by a utility company or governmental agency which is not detrimental to the adjacent property may be agreed to by the owner of the Lot and said utility or governmental agency.

All water, telephone, cable television, electric power service from the property line to the dwelling shall be underground.

12. No trade or commercial activity of any kind shall be carried on upon any Lot nor shall anything be done which may be or become an annoyance or nuisance to the neighboring Lots. No Lot shall be used or maintained as a storage area for any commercial equipment or inventory. Self-employed business where the public is invited shall not be permitted. No sign of any kind shall be displayed to the public view on any Lot except for the sign or signs of the Declarants during the period of time the Lots are initially

available for sale or signs used by a builder to advertise the property during the construction period.

13. No garbage or large commercial trucks may be parked or housed on any Lot. No motor home, camper, snowmobile, boat, jet ski or other recreational vehicle, horse trailer or other trailer belonging to the owner of the Lot shall be parked on a Lot anywhere other than on a separate slab of concrete poured adjacent to the side of a garage. No motor home, camper, snowmobile, boat, jet ski or other recreational vehicle, horse trailer or other trailer belonging to one other than the owner of the Lot or his family residing with him on the Lot may stored thereon.
14. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, place or permitted to remain on any lot except that a single dog house shall be permitted, provided the dog house constructed with exterior appearance and design to conform to the dwelling, which shall be placed at the rear of the building. If any dog house or kennel is constructed it shall be maintained and operated in such a manner so as not to disturb or annoy the neighboring Lots.
15. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except the cats, dogs or other household pets maintained within the dwelling may be kept, provided they are not kept, bred or maintained for any commercial purpose. No pet shall be kept on any Lot which would provide a danger for or a nuisance to the inhabitants of the surrounding Lots. It shall be the owner's responsibility to restrict their pet to the owner's property. This provision is intended to prohibit any animals sheltered outside the main dwelling except for the single dog house permitted above.
16. The owner of each Lot shall at his own cost and expense repair and maintain all buildings located thereon keeping them in a condition comparable to the condition of such buildings at the time of its initial construction, excepting only normal wear and tear.
17. All Lots, whether vacant or not, shall be kept free of rubbish, debris, junked or inoperable vehicles at all times.
18. Trash, garbage or other waste shall be kept in sanitary containers which shall be stored within garages or otherwise concealed from public view except when such containers are awaiting disposal from waste removal services. The owner of each Lot shall be responsible for the appropriate handling of any sanitary sewage or waste generated by such Lot.

19. Lots shall not be used for dumping of earth, grass clippings or any waste material, and shall be maintained level and smooth enough for machine mowing. A Lot must be kept neat and clean in appearance and must be maintained by regular mowing such as is necessary to keep the length of the grass growing thereon at six inches or less.
20. No Chinese elm, poplar, boxelder, cottonwood or similar "weed" trees shall be permitted upon any Lot.
21. The owner of any Lot shall be responsible for the control of debris and building materials during the construction of any building.
22. No field crops shall be grown upon any Lot at any time.
23. No noxious or offensive activity shall be carried on upon any Lot, nor shall be done thereon which may be or may become an annoyance or nuisance to the neighboring Lots, including but not limited to odors, dust, glare, sound, lighting, smoke, vibration or radiation.
24. No one, except Declarants shall at any time ever replat, subdivide or resubdivided any Lot into a smaller Lot or Lots or in any manner change the Plat of Ode Addition as filed with the Minnehaha County Registrar of Deeds Office except as hereinafter set forth as to amendment of this Declaration.
25. The Declarants or any owner of a Lot named herein shall have a right to enforce by proceeding at law or equity all restrictions, conditions, covenants and reservations now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain violation of same, or to recover damages or other dues for such violation. Failure by the Declarants or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
26. The covenants and restrictions of this Declaration shall run with and bind the said Lots of Ode Addition for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by an instrument signed by the owners of not less than ninety percent (90%) of the owners of said Lots of Ode Addition in any manner they shall determine in their full and absolute discretion.
27. The invalidation of any one of these covenants by a Judgment or Court Order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have caused these presents to be
executed this 1st day of July, 1996.

Burton P. Ode

Burton P. Ode

Dorcas A. Ode

Dorcas A. Ode

STATE OF SOUTH DAKOTA)
..SS
COUNTY OF MINNEHAHA)

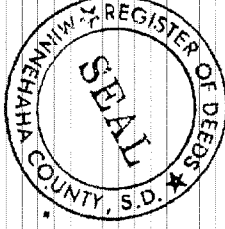
On this the 1st day of July, 1996, before me, the undersigned officer, personally appeared Burton P. Ode and Dorcas A. Ode, husband and wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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



Joseph Whiphrey Aug 8, 2002
Notary Public

SOUTH DAKOTA, MINNEHAHA COUNTY
Recorded AUG 14 1996 at 13:45 o'clock
In Book 229 of M.S.C. Page 162
MARLENE WOLFE, REGISTER OF DEEDS
By Gray Hale Deputy 5 M



This document was prepared by:
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