

PROTECTIVE COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: THAT: WHEREAS, we, Donald B. Seiler and Donna R. Seiler, husband and wife, are the owners of Lot 1 in Block 6 of Pine Hill Addition in the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 29, Township 101 North, Range 48 West of the 5th P.M., Minnehaha County, South Dakota, according to the recorded plat thereof, and I, Pamela Joy Anderson am the owner of Lot 6 in Block 3 of Pine Hill Addition in the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 29, Township 101 North, Range 48 West of the 5th P.M., Minnehaha County, of placing proper restrictions on the lots in said Subdivision. THEREFORE, THESE PRESENTS WITNESSETH the following restrictions are hereby placed upon said Subdivision:

1. Nothing but a single private dwelling or residence designed for the occupancy of one family, shall be erected on any lot in this subdivision, nor shall said premises be used for any purpose other than residential purposes.
2. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet in case of a one-story structure, nor less than 900 square feet on the ground floor in the case of a one and one-half story structure or two story structure. Such building shall be on a solid stone, brick or concrete foundation. The following exterior wall construction types are permitted: drop siding, of wood, aluminum, steel or porcelain-on-steel, rock and brick. Roof shall be covered with shingles of wood, asphalt, asbestos, composition, slate or tile, except flat-type of roof construction, when built-up asphalt or tar and gravel type of material shall be permitted. Rubberoid and roll type roofing shall not be permitted. No used home or garage shall be permitted to be moved on any lot.
3. Any garage, shed, or building other than the main structure shall have the same quality outside wall finish and roof as that prescribed for residence in Section 2 hereof. No such buildings can be made of unsightly material or boxes or similar lumber.
4. No tent, trailer, house-car, shack, or other unsightly out-building shall be placed on said lot nor used as a dwelling at any time.
5. No sod, earth, sand, gravel, stone or trees shall be removed to the injury of the value of, or appearance of any lot.
6. No unused building material, junk, or rubbish shall be left exposed on said lot except during actual building operation. Houses must be completed within 12 months after commencement of construction of same.
7. No wornout or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot in the addition and no portion thereof shall be used for the automobile junk piles or the storage of any kind of junk or waste material.
8. No animals, livestock or poultry may be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. No offensive trade or activity shall be carried on or anything done that may become a nuisance and annoyance to the neighborhood.
9. An easement, both over and under the ground, is reserved covering the rear 2 feet of each lot for utility installation and maintenance and in case of corner lots and in those instances where the rear most

lot line or lines of any lot and a portion of the degrees from the sides of said lots, and the lines served along either or both of the front or rear most lot line or lines as the requirements of the or companies dictate. We also hereby grant unto our successors and assigns, the right, privilege and authority to cut down trees which may interfere with the construction, operation of such lines and services; and do also grant unto our utilities their successors and assigns, the right to enter upon the above described premises at any and all times for the purposes set forth.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of years, at the expiration of which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

11. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other persons or person owning any real property situated in said development or subdivision above described to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him from doing so or to recover damages or other dues for such violation.

12. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

Dated this 31st day of March, 1976.

STATE OF SOUTH DAKOTA
Minnehaha County
Office of Register of Deeds
Filed for Recording this 1st day of
MAY 1976 at 8:10 o'clock
A.M., and Recorded in Book 122 of
Accession page 373-374
PLANNED DEVELOPMENT

By M. A. G. Johnson
Register of Deeds
Minnehaha County

STATE OF SOUTH DAKOTA)
COUNTY OF MINNEHAHA)

Donald B. Seiler
Donald B. Seiler

Donna R. Seiler
Donna R. Seiler

Donald B. Seiler
Parcel Joy Anderson

On this 31 day of March 1976, before me Merrill Anderson the undersigned officer, personally appeared Donald B. Seiler, Pamela R. Seiler, and Pamela Joy 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.

Merrill Anderson
Notary Public

Commission expires March 20, 1978