

DECLARATIONS OF RESTRICTIONS  
AND COVENANTS TO RUN  
WITH THE LAND

RESTRICTIONS: To Whom It May Concern

We, Francis G. Mach and Phyllis A. Mach, William J. Kabeiseman and Rose E. Kabeiseman and John R. Kabeiseman and Leona M. Kabeiseman the owners of real property, here and after described located in the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 8, Township 93 North, Range 56 West of the 5th P.M., Yankton County, South Dakota due hereby make the following declarations as to limitations, restrictions and uses to which the lots here and after to be laid out on said property may be put and hereby specified that said declarations shall constitute covenants to run with all of the lands contained in the said Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of said Section 8, Township 93 North, Range 56 West of the 5th P.M., whether said lands may be here in after subdivided or not, as provided by law, and shall be binding on all of the parties and all persons claiming under them, and for the benefit of and limitations upon all future owners of said Knolls, the declarations of restrictions being designated for the purpose of keeping said tract of real estate herein before described, uniform and suitable in architectural design and use as herein after specified.

(1) No building whatever except a single family private dwelling home with no more than one outbuilding, which outbuilding shall be a garage no larger than a two-car garage, shall be erected, placed or permitted on the above described conveyed premises, or any part thereof, and such dwelling house permitted on the conveyed premises shall be used as a private dwelling residence only. The outbuilding shall in no event be larger than the dwelling permitted on said property and in no event shall such outbuilding be larger than 30 foot by 30 foot and shall not be higher than 14 feet from the ground surface at the lowest point to the highest most point of such buildings, and such outbuilding include the garage shall conform in design and architectural construction to the design of the permitted dwelling on said conveyed real estate.

(2) No basement, tent, shack, garage, barn or other building erected moved onto or located on aid conveyed property, shall at anytime be used as a residence temporarily or permanently, nor shall any structure of whatsoever nature or temporary character be used as a residence.

(3) No more than one residential structure shall be located on said conveyed premises, and no more than two structures, including the residential structure, with an attached garage and one outbuilding structure, shall be permitted on said premises.

(4) No house, appurtance or outbuilding shall be less than forty (40) feet from the easement for road purposes which the conveyed premises is burdened with, and no such structure shall be less than thirty (30) feet from any sideline or backline of said conveyed premises.

(5) No building shall be more than two (2) stories in height and shall not exceed thirty (30) feet from the lowest and most exposed portion of said structure to the highest most point of said structure.

(6) The above described conveyed premises cannot be sub-divided.

(7) No residence or structure of any kind of what is commonly known as "boxed" or "sheet metal" construction shall be built in or on the tract in which the conveyed property is located unless the same shall be covered over on all its outside walls with stucco, brick, stone, and shall not be less than one-half (1/2) inch thick at its thinnest point, and, if of metal, shall consist only of insulated drop siding with at least three (3) coats of bonded paint such metal siding shall carry a guarantee of at least twenty (20) years.

(8) All plumbing, heating, and electrical wiring will conform with the Farmer Home Administration, Veterans Administration and South Dakota Building Code.

(9) Any structure consisting of more than one story above the basement level shall not be less than six-hundred fifty (650) square feet on the first level and not be less than five hundred (500) square feet on the second level.

(10) No cow, hog, goat, or similar animal shall be kept or maintained on the property herein described or any portion thereof, nor shall any chicken yard or similar facility be maintained thereon, and no commercial activity of whatsoever nature or kind shall be permitted on the conveyed premises.

(11) The ground floor area of the main structure, exclusive of one-story, open porch and garage, shall not be less than twelve-hundred and fifty (1250) square feet in the case of a one-story structure, nor less than one thousand eight hundred (1800) square feet in the case of a one and one half (1 1/2) or two (2) story structure, and no structure higher than two stories above the ground shall ever be constructed on said premises.

(12) No residence, garage or building erected on the conveyed premises shall have anything but a gabled roof which roof shall be covered with shingles of wood composition, or with slate or tile or with composition shingles of a guarantee of not less than twenty (20) years. A garage or other outbuilding shall be of construction and architectural type similar in design to the residence structure.

(13) No sign, billboard or advertising whatsoever nature or kind shall be allowed on any portion of the conveyed premises other than a "For Sale" sign, which "For Sale" sign shall be no larger than two (2) feet by three (3) feet.

(14) These restrictions shall operate as covenants running with the land for the benefit of any and all persons who may now own or who may hereafter own property in the SW 1/4 of the SW 1/4 of Section 8, Township 93 North, Range 56 West of the 5th P.M. in Yankton County, South Dakota, and such person are specifically given the right to enforce these restrictions through any proceeding at law or in equity against any person violating or threatening to violate such restrictions and to recover damages suffered by them from any violation thereof.

(15) The architectural design of any residential dwelling or other building herein permitted constructed and built on said above described premises shall be submitted and approved in writing by not less than fifty percent (50%) of the owners of property in the SW 1/4 of the SW 1/4 of Section 8, Township 93 North, Range 56 West of the 5th P.M.; which approval shall be obtained prior to construction.

(16) No unlicensed vehicle of any description of whatsoever nature or kind shall ever be permitted on any property located in the SW 1/4 of the SW 1/4 of Section 8, Township 93 North, Range 56 West of the 5th P.M. except and unless such vehicle is enclosed in a structure permitted to be erected by these covenants running with the land. All licensed motor vehicles shall be in good working order and in no case shall any such motor vehicles be parked on said premises except in a garage or on a paved drive way serving said garage. No debris, garbage, equipment, junk, or wood shall be permitted on said premises at any time. All wood used for fireplace or wood burning stoves and/or furnace shall be stored inside of a permitted structure except that no more than one cord of firewood, neatly stored and stacked, may be permitted on the outside of one of the permitted buildings on said premises.

(17) No burning of garbage shall ever be permitted and all garbages shall be kept in closed receptical and shall be picked up and removed by a licensed garbage collector at least once a week. No land fills of any description shall ever be permitted on said property on any property located in said SW 1/4 of the SW 1/4 of Section 8, Township 93 North, Range 56 West of the 5th P.M.

(18) The undersigned do hereby reserve under themselves, the right to construct and provide roadway, easements, over any property in said SW 1/4 of SW 1/4 of Section 8, Township 93 North, Range 56 West of the 5th P.M., Yankton County, South Dakota with the purpose of access to, any property herein and after sub-divided and to lay out easements for utility purposes for any property herein and after sub-divided and to install, maintain, and provide tree plantings and shelter belts in conformity with the United States Department of Agriculture acting by and through the Soil Conservation Service and the ASCS Office of Yankton County, Yankton, South Dakota.

Dated at St. Paul, Ramsey County, Minnesota by Francis G. Mach and Phyllis A. Mach on this the 19 day of May, 1989.

Dated at Vermillion, Clay County, South Dakota by William J. Kabeiseman and Rose E. Kabeiseman on this the 23 day of May, 1989.

Dated at Yankton, Yankton County, South Dakota by John R. Kabeiseman and Leona M. Kabeiseman on this the 26 day of May, 1989.

Francis G. Mach  
Francis G. Mach

William J. Kabeiseman  
William J. Kabeiseman

John R. Kabeiseman  
John R. Kabeiseman

Phyllis A. Mach  
Phyllis A. Mach

Rose E. Kabeiseman  
Rose E. Kabeiseman

Leona M. Kabeiseman  
Leona M. Kabeiseman

STATE OF MINNESOTA )  
COUNTY OF RAMSEY )

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On this the 19 day of May, 1989, before me, Jeannine M. Huff the undersigned officer, personally appeared Francis G. Mach and Phyllis A. Mach, 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.

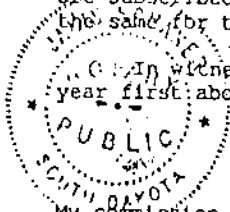
In witness whereof I hereunto set my hand and official seal the day and year first above written.

JEANNINE M. HARFF  
Notary Public, Ramsey County, Mn.  
My commission expires: Oct 24 1990  
(SEAL)

Jeannine M. Harff  
Notary Public

STATE OF SOUTH DAKOTA )  
COUNTY OF CLAY ) )SS

On this the 23 day of May, 1989, before me, Janis Schaner the undersigned officer, personally appeared William J. Kabeiseman and Rose E. Kabeiseman, 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.



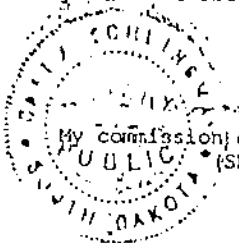
In witness whereof I hereunto set my hand and official seal the day and year first above written.

Janis Schaner  
Notary Public

My commission expires:  
(SEAL) My Commission Expires 5-9-97

STATE OF SOUTH DAKOTA )  
COUNTY OF YANKTON ) )SS

On this the 26<sup>th</sup> day of May, 1989, before me, Carla Schlingman, the undersigned officer, personally appeared John R. Kabeiseman and Leona M. Kabeiseman, 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 the day and year first above written.

Carla Schlingman  
Carla Schlingman  
Notary Public

STATE OF SOUTH DAKOTA )SS  
COUNTY OF YANKTON )  
OFFICE OF REGISTER OF DEEDS  
YANKTON, S.D.



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John R. Kabeiseman  
REGISTER OF DEEDS  
file 9.00 chg.  
Atty Kabeiseman

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Name Alphabet  
Margin True  
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