



Declaration of Covenants and Restrictions

Deuel Area Development, Inc. is the non-profit organization that is owner of Wildlife Estates located in the City of Clear Lake, County of Deuel, State of South Dakota. This development is the first phase of a three-phase project. This phase has 16 lots to be purchased. The infrastructure for Phase 1 is the sole tract subject to these covenants and restrictions.

The Official plat is known as:

Lots 1-13 in Block 1 and Lots 1-3 in Block 2 of Wildlife Estates First Addition, an addition to City of Clear Lake in the Northwest Quarter (NW1/4) of Section Twenty-two (22), Township One Hundred Fifteen (115) North, Range Forty-nine (49) West of the 5th P.M., City of Clear Lake, Deuel County, South Dakota.

- 1) **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single family dwelling not to exceed two and one-half stories in height, and an attached private garage for not more than three cars.

- 2) **DWELLING COST, QUALITY AND SIZE.** The total floor area of any single family structure or dwelling, exclusive of one-story open porches and garages or carports, built on any lot in said subdivision shall contain not less than 1200 square feet and no less than 1500 square feet for any other dwelling. Each dwelling shall include an attached garage with no less than 400 square feet, and the garage must be on a solid permanent foundation and be permanently constructed with exterior appearances and design to conform to the principal structure. No metal or tin roofing material is allowed on any structure. All computations in connection with determining the square footage of living area referred to above shall be exclusive of eaves, garages, outbuildings, porches, steps and other storage type areas, buildings or detached structures. No apartments, duplexes or multiple dwellings of any kind, except as where zoning allows shall be constructed on any lot within the subdivision. It is the intention and purpose of this covenant to assure that all dwellings shall be of the quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost herein for the minimum permitted dwelling size.

- 3) **Easements and Utilities.** Public utility easements are reserved as shown on the recorded plat. These easements are reserved for installation and maintenance of public utilities and public drainage facilities and they are also reserved in each block as needed for adequate surface drainage of the other lots within the block. Easements five feet in width are also reserved on each side of all side lot lines as needed for adequate surface

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drainage of the other lots within the block. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow in the drainage channels or swales in the easements or which may obstruct or retard the flow of water through the drainage channels or swales in the easements. The easement area in each lot and all improvements in it shall be maintained by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

4) **Building Location and Code Compliance.** The front of each dwelling shall be located as close as is permitted by Clear Lake ordinances to the front lot line. All building construction must comply with the requirements and restrictions of the Clear Lake ordinances, and amendments thereof, if any there be.

5) **Building Frontage.** No houses in the Wildlife Estates Addition may have a driveway abutting Sixth Street. The purpose of this term in this covenant is to ensure the general uniformity of the addition.

6) **Outbuildings and Temporary Structures.** No structures of permanent or temporary character, including but not limited to a barn, basement, garage, mobile home, shack, shed, trailer or other enclosed outbuilding shall be allowed or used on any lot at any time either permanently or temporarily other than the attached garage required in subsections, except one utility shed per lot may be constructed in the backyard.

7) **Removal of Soil and Grade Level.** No soil shall be removed from the subdivision resulting from any excavation without first obtaining the approval of the Owners, who have the first right to use the soil. Furthermore, there shall be no material change in grade levels as same now exists.

8) **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No vehicle or motor repair work other than minor emergency repair shall be conducted on any lot or in the street or streets adjoining any lot. No "A" frame, hoist or other device for lifting a vehicle or parts thereof, and no disabled vehicle shall be stored or parked in the open on any lot or on any street adjoining any lot.

9) **Livestock and Poultry.** No animals, livestock or poultry of any kind shall be bred, kept or raised on any lot, except that cats or dogs may be kept provided that they are not bred, kept or maintained for any reason other than as household pets. No horses shall be kept or stabled on any of the lots.



10) **Trucks.** No garbage or large commercial trucks may be permanently parked or housed within the subdivision even if within a garage.

11) **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish or storage area for any commercial equipment. Garbage, trash or other waste shall be kept in sanitary containers which shall be stored either underground or within a garage.

12) **Signs.** No billboards or signs of any kind, except those used in the sale of the property, or sale of some type, shall be displayed or placed on any lot within the subdivision.

13) **Vacant Lots.** Owners of vacant lots must keep them clean in appearance and neat, and must maintain them by such regular mowing as is necessary to keep the length of the grass and weeds growing, thereon at 12" or less, and spray for weeds at least on an annual basis. In the event an owner shall fail to do this, then after three days written notice is given to any owner within the subdivision, such maintenance may be performed as is necessary and the lot owner billed for the expense incurred and a lien filed against said lot.

14) **Tree Planting.** No Box Elder, Cottonwood, Chinese Elm, American Elm, or Poplar trees shall be planted on any lot in this subdivision.

15) **Fences, Walls And Hedges.** Fences, walls and hedges shall not be built or maintained forward of the front wall of the house erected on that lot, except for trellises and/or decorative fences included in the architectural design of the house. All barbed wire, woven wire and sheep fences are expressly prohibited except on the west border of the subdivision. Those decorative fences shall be allowed to extend not more than fifteen feet in front of the front wall line of the house. Side yard fences on corner lots may be built on the property line as limited by the provisions of subsection (14). Decorative fences, if in question, are subject to review by a "design review committee" of DADi or an association.

16) **Sight Distance At Intersections.** No fence, wall, hedge, shrub or tree planting which obstructs sight lines at elevations between two and eight feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 50 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such



intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

17) **Term.** 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 thirty (30) years from the date these covenants are recorded, and after which time said covenants shall be automatically extended for successive periods of ten (10) years except for any change in said covenants in whole or in part made by an instrument signed and recorded by owners representing a majority of the lots located in the subdivision.

18) **Enforcement.** Enforcement of these covenants and restrictions shall be by proceedings at law or in equity instituted by either or both Owners or any lot owner against any person or persons violating or attempting to violate any covenant or restriction, to either remove or restrain the violation, or to recover damages, or both such remedies. In the event any mortgage should be foreclosed and the title subsequently acquired by the mortgagee by such foreclosure, then the mortgagee and the person or persons who thereafter become the owner or owners of such lot shall be subject to and bound by all the restrictions set forth herein. Furthermore, it is agreed and understood that no waiver of a breach of any of the agreements, conditions, covenants, easements, limitations, or restrictions contained herein shall be construed to be a waiver of any other breach of the same, nor shall failure to enforce any one of such covenants or restrictions either by forfeiture or otherwise be construed as a waiver of any covenants or restrictions.

19) **Severability.** In the event any agreement, condition, covenant, easement, limitation or restriction set forth hereinbefore, or any portion thereof is invalid or void for any reason, then such invalidity or voidness shall in no way affect any other agreement, condition, covenant, easement, limitation or restriction set forth herein.

IN WITNESS WHEREOF we acknowledge receipt of a copy of this declaration and we have hereunto set our hands on the

_____ day of _____, 20____.

Deuel Area Development, Inc.

Craig D. Evenson
Its: President

January 2018

