

**CEDAR HEIGHTS-SECOND ADDITION  
FOR RESIDENTIAL DISTRICTS  
DECLARATIONS OF RESTRICTIONS AND COVENANTS**

**I. CITY OF CHAMBERLAIN**, a municipal corporation, fee owner of the following described real estate, namely, Lots 7-27 and Outlots A and B Block 1, Lots 9-23 Block 2, Lots 2-16 Block 3, Lots 1-16 Block 4, Lots 1-4 Block 5, Lots 1-9 Block 6, Lots 1-4 and Outlot C Block 7, Lots 1-10 Block 8, Lots 3-5 and Outlot D Block 9, of Cedar Heights Second Addition; (Formerly a Portion of County Auditor's Tract No.1 in the NE1/4 SW 1/4; Tract X Less Lots 1 and 2 of Tract X in the SE 1/4, A Portion of Tract Y in the SE 1/4, Tract W Less Lot W-1 of Tract W in the SE 1/4, Lot 1A of Lot 1, Lot 1C of Lot 1 in the E 1/2 SE 1/4, Lot 2 Less Lot 2A of Lot 2 in the E 1/2 SE 1/4, Lot 3 in the E 1/2 SE 1/4; all in the SE 1/4 and NE 1/4 SW 1/4 of Section 22, Township 104 North, Range 71 West of the 5<sup>th</sup> Principal Meridian, Chamberlain, Brule County, South Dakota) makes the following declarations as to limitations, restrictions, and uses to which the lots and/or tracts constituting said addition may be put, hereby specifying that said declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under it, and for the benefit of and limitations upon all future owners of real estate in said addition, this declaration of restrictions being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as herein specified:

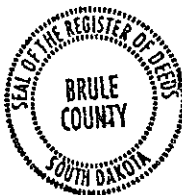
If any person, his heirs, administrators, executors, or assigns, acquiring right, title or interest in and to any portion of said addition shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and to seek judgment either to prevent him or them from so doing or to recover damages for such violation.

**II. CITY ORDINANCES APPLICABLE.** In addition to the restrictions and covenants described herein, all other ordinances of the City of Chamberlain shall apply to the lots described above.

**III. LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes in R-1 and R-2 zoned areas. No building shall be erected, placed or permitted to remain on any lot other than a single-family residential structure in R-1 and R-2 zoned areas.

**IV. DWELLING AND LOT SIZE.** No more than one dwelling may be located or erected on any one lot. No lots may be subdivided for purposes of evading this provision. In R-1 zoned areas: 1) no more than one lot per dwelling will be allowed, and 2) the fully enclosed first floor area of the main structure, exclusive of open porches and garages, shall not be less than 1500 square feet. In R-2 areas: 1) no more than one lot per dwelling will be allowed except that by approval of the City zoning and planning board a lot maybe divided between two adjoining lot owners for the purpose of erecting a garage, and 2) the first floor area of the main structure, exclusive of open porches and garages, shall not be less than 1040 square feet.

<b>FILED FOR RECORD</b>	
STATE OF SOUTH DAKOTA	BRULE COUNTY
25 day of Aug 2000 at 4:50 PM	
RECORDED BY MICROFILM NO. 00-701	
<i>Jeddy Busack</i> REGISTER OF DEEDS	



Micro	<input checked="" type="checkbox"/>
Indexed	<input checked="" type="checkbox"/>
Grantor	<input checked="" type="checkbox"/>
Grantee	<input checked="" type="checkbox"/>
Transfer	<input checked="" type="checkbox"/>
Fees	16.00

**V. GARAGE AND OFF STREET PARKING.** In all R-1 zoned areas the primary structure must include an attached, single family appropriate, private two-car garage. In all R-2 zoned areas, while no garage is required, concrete or asphalt off-street parking must be available for two vehicles.

**VI. HEIGHT RESTRICTION.** Nothing shall protrude more than three feet above the roofline of the primary structure.

**VII. BUILDING LOCATION.** In the interest of harmony, buildings shall be placed on lots according to the setback lines shown in the Zoning Ordinance of the City of Chamberlain.

**VIII. NUISANCES.** The following activities and structures are hereby prohibited on the Property:

(1) Modular homes or manufactured homes not meeting or exceeding requirements of Uniform Building Code, or H.U.D., mobile homes, tents, shacks, barns, temporary buildings, structures of a temporary character.

(2) No trade or activity, as prohibited by statute or ordinance as amended from time to time, shall occur upon a lot in the development, nor shall anything be done which may become an annoyance or nuisance, as defined by law.

(3) No large vehicles such as trucks, and travel trailers, except those brought in temporarily in connection with service work, or in case of emergencies, and no farm equipment, recreational vehicles including motor homes, boats and boat trailers shall park on the streets or on private property within the development; however such trucks, travel trailers, boats, boat trailers, etc. may be parked inside the garage on the premises.

(4) Satellite dishes greater than 36" in diameter and those not mounted on the principal structure.

(5) Business enterprises, including self-employed businesses where the public is invited. Additionally, the operation of road and off-road recreational vehicles, other than golf carts, shall not be permitted on any of the lots subject to these covenants and restrictions.

**IX. TREES.** No trees may be planted that are seed bearing elm, ash, locust or cottonwood. No tree shall be planted in the public right-of-way unless a permit for the same has been obtained from the City of Chamberlain.

**X. LOT FRONTAGES.** Lot frontages shall be seeded to grass or planted shrubs, and trees.

**XI. VEGETABLE GARDENS.** Vegetable gardens are only allowed in the rear of the lot.

**XII. HEDGES AND FENCES.** No fences will be allowed in any front yard. To maintain the

openness and visibility of the river and bluffs no fences or hedges planted for the purpose of creating a fence or barrier will be allowed in the rear yard of any lot bordering the bluff. A permit must be obtained from the City of Chamberlain for the construction of any fence. Permitted fences shall not be over six (6) feet in height.

**XIII. DOGHOUSES AND KENNELS.** Doghouses and kennels are allowed only in the rear of the lot.

**XIV. SIDEWALKS.** All public sidewalks shall be concrete and shall be constructed by the landowner after the curb and gutter has been installed bordering the lot.

**XV. CONSTRUCTION TIME REQUIREMENT.** To promote the orderly development of this addition, construction of the principal structure shall be completed and ready for occupancy within 36 months after the closing of the lot purchase. If construction is not completed within 36 months after the closing of the lot purchase, the lot shall revert to the City of Chamberlain upon payment of 25% of the original purchase price. The tender of payment by the City of Chamberlain shall be made within eighteen months after the three year construction time period has expired. Purchaser, his assigns and heirs agree that if the principal structure has not been completed within 36 months, the City of Chamberlain will be damaged. The damages include lost revenue from real estate taxes, incurred legal and sales expenses from the sale and resale of the lot, and the decreased marketability of other lots that the City of Chamberlain intends to sell in the future. The 75% loss of purchase price to the seller or his assigns and heirs is agreed a reasonable estimate of the damages the City of Chamberlain would incur if the principal structure has not be completed within 36 months after the closing of the lot purchase.

The three-year time period shall not be affected by any subsequent sale by the purchaser, and any new purchaser must complete the principal structure within the three-year period that started with the real estate closing with the original purchaser.

All lots shall have principal structures completed within 36 months. If more than one lot is obtained by a purchaser, building one structure will not satisfy the building requirement to the other lot or lots: each lot must have a principal structure completed within 36 months of the purchase from the City.

**XVI. MANUFACTURED HOUSING.** No manufactured housing or any structure of any kind of what is commonly known as "boxed" or "sheet metal" construction is allowed on any lots zoned R-1. On lots zoned R-2, manufactured housing or any structure of any kind of what is commonly known as "boxed" construction will be allowed only if it has the following:

1. The roof pitch shall be 4:1.
2. The roof shall be shingled.
3. Exterior walls shall have conventional house siding.
4. A masonry basement or foundation with a minimum four foot frost footing shall be located completely under the exterior walls.
5. The primary structure shall have a minimum width of 24 feet.
6. The long axis of the primary structure must be parallel to the street.

- 7. The beams or towing apparatus must not be visible.
- 8. The primary structure shall meet or exceed HUD Manufactured Home Construction and Safety Standards.
- 9. No manufactured housing or structure more than two years old may be moved onto a lot.


**XVII. GENERAL PROVISIONS.** 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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods for 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

**XVIII. ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.


**XIX. SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in force and effect.

Dated at Chamberlain, South Dakota this 3 day of July, 2000.

THE GOVERNING BODY OF THE  
CITY OF CHAMBERLAIN, SD.

By:   
Doug Nelson, Mayor

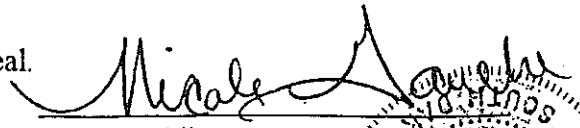


Attest:   
Jeanie Reuer, Finance Officer

STATE OF SOUTH DAKOTA )  
  SS  
COUNTY OF BRULE                         )

On this 25 day of August, 2000, before me the undersigned officer, personally appeared Doug Nelson and Jeanie Reuer who acknowledged themselves to be the Mayor and Finance Officer respectively of the City of Chamberlain, a municipal corporation, and that they as such Mayor and Finance Officer, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as Mayor and Finance Officer.

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

  
Notary Public

My Commission expires: Aug 19, 2005

