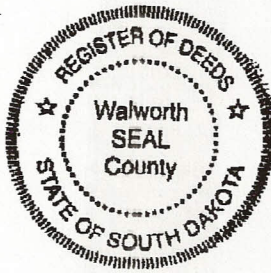


06-462 ✓

**THIS INSTRUMENT PREPARED BY:**

Robert M. Ronayne  
Ronayne Building  
505 South Washington Street  
Post Office Box 759  
Aberdeen, SD 57402-0759  
(605) 225-0100



DOCUMENT NO.  
06-462

2006 JUN 13 AM 10:13

SUE EISEMANN  
WALWORTH CO. SD  
REGISTER OF DEEDS

Fees: \$16.00

Non-Standard Fees: \$10.00

**DECLARATION OF RESTRICTIVE COVENANTS**

Sarah Sue, LLC, a limited liability company

to

The Public

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned is the Owner and Developer of Lots 1 through 21, Lot A, Lot B and East Ridge Road Sarah Sue Addition to Walworth County, South Dakota, vacating a portion of section line right of way located in the East Half of the Southwest Quarter, Government Lot 3 and Government Lot 4, Section 30, Township 123 North, Range 74 West of the Fifth Principal Meridian and the East Half of the Northwest Quarter of Section 31, Township 123 North, Range 74 West of the Fifth Principal Meridian, Walworth County, South Dakota.

That in order to adopt a comprehensive and general plan for the development of the aforescribed subdivision and to adopt regulations which will be applicable to said subdivision and the lots contained therein, the Owner and Developer does hereby and by these presents impose upon said subdivision, the following restrictive covenants and conditions:

1. No animals, livestock or poultry of any kind shall be raised, bred or kept on said lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No more than two horses and five dogs shall be permitted on the lot. Animals will not be permitted to run at large, or habitually bark or howl in a manner which interferes with the quiet enjoyment of other lot owners. No lot owner or guest thereof shall permit an animal outside the lot owner's lot unless upon a leash.
2. No noxious or offensive trade or activity shall be carried on upon said lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Swimming pools may be constructed but must be fully enclosed on all four sides by a metal, wood or plastic fence of at least six feet in height.

3. Said lot shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers, and all incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Grass or weeds growing on said lot must be maintained.

4. No sign of any kind shall be displayed to the public view on said lot, provided, however, that it shall be permissible to display one professional sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and the sale.

5. No structure of a temporary character, basement, shed, garage, barn or other outbuildings shall be used at any time as a residence, either temporarily or permanently. No trailer homes shall be permitted. Professionally constructed, stick built homes, constructed in a single structure may be moved on to an owner's lot, provided the home otherwise satisfies applicable building requirements. Necessary and suitable outbuildings to serve the principal structure must be at least twelve feet by sixteen feet in size. All principal structures erected on or in this property must be new, original construction and in no instance may old dwellings be located in or on said property.

6. An easement, over, on and under the ground for utility installation, maintenance and operation is reserved by the developer perpetually covering a strip of land ten feet on either side of each side lot line and ten feet in width immediately inside the front and rear lot line. No trees or permanent structures shall be permitted within the easement areas, although a driveway over the easement area in the front of the lot shall be permitted.

7. No travel trailer, boat trailer, snowmobile trailer or camper (whether pull-type, mounted or motor driven) may be parked on any street for more than ten nights per year. All boats, boat trailers, campers, snowmobile trailers, snowmobiles, tractors and all other like recreational equipment and the carriers therefore may not be permanently parked outdoors but must be kept in enclosed structures such as a barn or shed. This prohibition expressly applies to racecars and trailers.

8. No unlicensed or non-functioning vehicles may be situated or parked on any of the above described premises unless inside an enclosed structure such as a garage or shed.

9. None of the premises or any buildings erected thereon shall, at any time, be used for purposes of any trade, business of manufacture, except for a home office.



10. For the purpose of maintaining roads, traffic control, snow removal, street lighting and all common community services of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners, each and every lot owner, and by accepting a deed or contract for any of such premises, agrees to and shall be a member and be subject to the obligations, rules and By-Laws of the Sarah Sue Owners Association, a not for profit corporation, to be formed by the developers. The developers reserve the right to include additional lots to be platted, developed and sold into the Sarah Sue Owners Association.

11. Upon the conveyance by recorded deed by developers of twelve of the twenty-three lots described herein to other parties, developers, for each lot owned by them within Sarah Sue Subdivision, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to Sarah Sue Owners Association annual assessments or charges and special assessments for capital improvements, such assessment to be fixed, established and collected from time to time as in hereinafter provided. The annual and special assessments shall be a charge against said lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, shall also be the personal obligation of the person or entity who is the owner of such property at the time the assessment is payable. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in Sarah Sue, including payment of taxes and insurance and repair of common properties. The initial annual assessment shall be fixed at \$200.00. Thereafter, the Board of Directors of the Association shall, after consideration of the current maintenance costs and future needs of the Association fix the annual assessment for each year. The first annual assessment shall be levied immediately upon the closing of the sale by developer of the twelfth lot for the balance of the calendar year and shall be due and payable on the day fixed therefore by the Board of Directors of the Association. The annual assessments for years thereafter shall be due and payable on the first day of March. Special assessments shall be determined by a majority vote of the members of the Association at an annual or special meeting and shall be due and payable to the Association within sixty days following said vote.

12. Two residences can be constructed on any one lot. All plans for buildings, including outbuildings and other improvements shall first be approved by the developer or upon its creation, Sarah Sue Owners Association. No basement homes shall be permitted.

13. No lot shall at any time be replatted or subdivided to a smaller lot, or platted in any manner that is now shown on the recorded plat of record.

14. No lot owner shall erect barriers or conduct any excavation that alters or interferes with natural drainage. No owner shall drain, fill or burn any existing wetlands and each owner shall fully comply with all existing U.S. Fish and Wildlife easements, as applicable.

15. These restrictive covenants were made for the benefit of the developer and all future owners of the lots in the subdivision and are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten unless an instrument signed by a majority of the then owners of the lots in the subdivision has been recorded, agreeing to change said covenants in whole or in part.

16. The enforcement of these covenants shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenants either to restrain the violation or to recover damages and may be instituted by any property owner in the subdivision.

17. The invalidation of any one of these covenants by judgment or court order shall in no way affect any other provision which shall remain in full force and effect. Each of said provisions is hereby declared to be separate and independent from all other provisions.

IN WITNESS WHEREOF, the Owner and Developer have executed this instruction the day, month and year first hereinabove written.

SARAH SUE, LLC, a limited liability company,

By Thomas A. Schaffer  
Thomas A. Schaffer, Its Member

STATE OF SOUTH DAKOTA     )  
  ) ss  
COUNTY OF BROWN         )

On this the 12th day of June, 2006, before me, the undersigned officer, personally appeared Thomas A. Schaffer, who acknowledged himself to be one of the Members of Sarah Sue, LLC, a limited liability company, and that he, as such Member being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Member.



IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public - South Dakota