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This Instrument Prepared By:
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Recorded Jun 23, 2022 at 09:27
In Book 298 of Misc. on Page 124

Julie D. Risty, Register of Deeds
Minnehaha County, South Dakota

By [Signature], Deputy 39pd

R116728

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WILLOW CREEK RIDGE ADDITION
TO THE
CITY OF CROOKS, MINNEHAHA COUNTY, SOUTH DAKOTA**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLOW CREEK RIDGE ADDITION, TO THE CITY OF CROOKS, MINNEHAHA COUNTY, SOUTH DAKOTA (the "Declaration") is made on this 16 day of June, 2022, by and among DWBP, LLC, a South Dakota limited liability company (hereinafter referred to as "Developer").

Developer declares and establishes upon that portion of the real property described on Exhibit A depicted as "Single Family" on Exhibit A-1 (the "Property") the following covenants, restrictions, easements, reservations, and requirements (hereinafter referred to as "Covenants") upon the use and development of Lots within the Property:

1. **PURPOSE.** Developer intends by these Covenants to encourage and assure:

1.1 **Consistency.** To create a desirable and proper development of the Development with a harmonious mix of residences which complement each other and modified only by those exceptions which are consistent with or promote the other intentions of these Covenants.

1.2 **Quality.** To ensure and protect against homes and improvements of poor construction, design, and quality and to ensure the use of attractive and compatible design, engineering, and execution of desirable construction to ensure the integrity of the Development.

1.3 **Legal Requirements.** Compliance with all applicable federal, state, and local laws, rules, or ordinances and other governmental requirements.

1.4 **Maintenance.** The continued upkeep and maintenance of developed and undeveloped portions of the Development.

1.5 Nuisances. Protection of the Development from fire danger, explosion, toxic and noxious matter and other hazards and objectionable influences which could promote damage and discourage existing and potential owners and inhabitants from the Development.

2. DEFINITIONS.

2.1 "Building Code" shall mean the city of Crooks, SD Building Code, as revised, amended and adopted from time to time.

2.2 "Home" shall mean any structure attached to a fixed location on the land, including attached garage.

2.3 "Improvement" shall mean any physical alteration of, change or addition to any Lot, excluding any Home but including, without limitation, landscaping, sidewalks, fencing, driveway, curb, signs and yard lighting.

2.4 "Landscaping" shall mean any systematic or designed combination or arrangement of plants, trees, vegetation, mulch, rock, brick, timber or other decorative stone or aggregate.

2.5 "Lot" shall mean any parcel of the Property drawn and identified by separate number or letter in any plat of the Property. Lot shall not be deemed to include any portion of the adjacent multifamily or commercial property as depicted on Exhibit A-1.

2.6 "Owner" shall mean any person or firm acquiring or contracting to acquire fee simple title to any Lot, other than the Developer.

3. PLATTING AND EASEMENTS.

3.1 Authority. The Developer shall have the exclusive authority and discretion to:

- a. plat and replat the Property into Lots, roadways, easements, and to replat or subdivide Lots;
- b. grant easements or rights-of-way for utilities, drainage or other services necessary or convenient to the Development or any Lot in the Development;
- c. prepare, submit for approval, and obtain approval for any planned unit development, zoning, rezoning, site plans or other plan, documents required or desirable to accomplish the Developer's intent for the Development; and
- d. replat or join in the replat of any Lot or portion of the Property and Development.

3.2 Means. Any or all of the foregoing may be accomplished solely by the act, instrument, signature, and consent of the Developer without necessity for consent, approval or signature of any Owner. Neither this paragraph or paragraph 3.1 shall authorize the Developer to take the actions provided in paragraph 3.1 or 3.2 as to a particular Lot without the consent of the Owner of that Lot.

3.3 Owner Restrictions. No Owner may subdivide, replat, or sell in parcels any Lot without prior written consent of the Developer.

3.4 Owner Cooperation. Each Owner acquiring an interest in a Lot or Lots shall cooperate with the Developer in any way reasonably requested by the Developer including but not limited to, the execution of all written instruments which may be necessary or desirable for any of the purposes described herein.

4. **ARCHITECTURAL GUIDELINES**. No Lot shall be maintained or improved except in accordance with the following requirements and standards:

4.1 Minimum Square Footages, Single Family. The minimum size of the living area of any dwelling is:

Ranch, main floor	1,500 sq. ft.
Split foyer, main floor	1,500 sq. ft.
Multi-level, main floor (2)	1,400 sq. ft.
Two story, main floor (2)	1000 main / 500 upper sq. ft.

4.2 Wall width. Minimum 2 x 6" studs for exterior walls of dwelling. Garage exterior walls may be comprised of 2 x 4" studs.

4.3 Roof Pitch. Roof pitch shall be 6/12 or greater.

4.4 Garage. Minimum of a 3 stall attached garage. Size and location must be shown on plans.

4.5 Driveway. Maximum width equal to garage width. Parking pads may be approved by Developer if constructed of concrete only and in full compliance with setbacks and other City ordinance requirements.

4.6 Windows. Energy efficient, with such minimum requirements as set forth in the Building Code. Vinyl slider, casements, and double hung permitted.

4.7 Shingles. Minimum standard - UL 2218 Class 4 rated asphalt shingle.

4.8 Brick/Stone. Minimum of 150 sq. ft. of brick or stone on the front of each Home.

4.9 Exterior Finishes. Brick, stucco, hardboard, cement board and permanent steel siding is permitted. No vinyl or aluminum siding.

- 4.10 Foundations. No wood foundations are permitted.
- 4.11 Trash Cans. No trash can enclosures are permitted.
- 4.12 Exterior Colors. Must be approved by the Developer, subtle earth tones will generally be accepted.
- 4.13 Plans. Must be filed with and approved by the Developer.
- 4.14 Sump Pump Water. Must be piped to a sump collection system, storm sewer pipe, or drainage way if adjacent to the property, pursuant to Building Code.
- 4.15 Fences. Height, style, material, and location must be shown on plans and written approved granted by Developer prior to installation. Chain link must be coated, and brown or black only. All boards must be facing the outside of the fence for solid style fence.

5. LOT RESTRICTIONS.

5.1 Soil. No soil resulting from any excavation may be removed from the development. Excavated soil shall be hauled to the designated dump area. Black dirt topsoil replacement shall not exceed 6" in depth.

5.2 Finish Grading. Developer's engineer has established grade elevations for the property corners and drainage easements. No changes to the engineering/grading are permitted without prior written consent of the Developer. All grading, must conform to drainage plans and requirements approved by City of Crooks and otherwise in compliance with Building Code.

5.3 Landscaping. Grass seeding or sod must be completed within 6 months of occupancy. If during winter construction, Landscaping must be completed by June 1st of the following spring. Written exceptions submitted and approved by the Developer due to inclement weather will be handled on a case-by-case basis. Developer reserves the right to complete and charge to Owner any Landscaping not completed by the required date. At least two trees are required in both the front and back yards of each Lot. No box elder, green ash, cottonwood, Dutch or Chinese elm, or poplar trees are permitted.

5.4 Outbuildings. No outbuildings/additional structures are allowed unless approved in writing by the Developer prior to any construction of such structures. All outbuildings must comply with Sections 4.3, 4.7, 4.9, and 4.13.

5.5 Transferability. No Lots shall be transferable to another party without prior written consent of the Developer.

5.6 Additional Owner Requirements. Owner is responsible for maintaining a rubble-free site, including but not limited to removal of excess dirt left on the Lot or in the streets/gutters. Concrete washouts are only allowed in the designated concrete washout area. All Lots must be

kept clear of any debris, weeds and general clutter and shall be maintained at no more than 6" of vegetation. Weeds must be mowed and sprayed as necessary to maintain a clean environment.

5.7 Zoning. All buildings and construction must be built according to the setbacks, zoning ordinances, and building services requirements for a single family residence according to the Building Code.

6. AUTHORITY AND REMEDIES.

6.1 Developer's Authority. The Developer shall have the following authority and discretion:

- a. to exercise authority explicitly granted to the Developer elsewhere in the Covenants;
- b. to enforce the Covenants by resort to legal and equitable remedies described in these Covenants, the expenses and costs of which shall be paid or reimbursed by assessments;
- c. to interpret these Covenants, establish rules and regulations of further specificity for implementation and enforcement of these Covenants, and to grant variances, waivers, or approvals in instances determined by the Developer in its reasonable discretion to be consistent with the spirit and intent of these Covenants;
- d. to exercise all powers, rights and remedies now or hereafter granted to a Developer by city ordinance with respect to planned development districts generally or to any such district comprising or including the Development;
- e. to exercise all powers and remedies necessary or desirable to carry out the spirit and intent of these Covenants, even though such powers and remedies are not specifically granted herein;
- f. to amend or supplement these Covenants from time to time as to Lots for which a record title has not been transferred by the Developer; and
- g. to release any Lot or portion of the property from these Covenants or add additional restrictions with respect to such property.
- h. to establish an Owners' association and delegate its rights and responsibilities under these Covenants to the association. If established, the association will be comprised of all Owners, with each Lot being entitled to one (1) vote on all matters before the association.

7. **LIMITATIONS ON ENFORCEMENT BY OTHERS.** No family member, occupant, invitee, agent, contractor or employee of any of the foregoing shall have any right, individually or together, to enforce these Covenants. However, once Developer no longer owns any of the Lots,

twenty percent (20%) of the Owners, with each Lot comprising one Lot Owner, may establish the Owners' association if Developer hasn't done so in accordance with paragraph 6.1.h.

8. **LIABILITY.** The Developer shall not be liable for damages to any Owner or any other person or firm who is or may be affected by these Covenants, by any reason arising out of or in connection with the enforcement or failure to exercise any authority, right, or remedy under these Covenants.

9. **REMEDIES.** Upon violation or threatened or expected violation of any of these Covenants, the failure to make any payment or perform any obligation or covenant hereunder, the Developer may, as against the Owner or any other person or firm causing or liable for any such violation or breach, cure any such default, obtain a court order or judgment to enforce these Covenants, exercise any other right or remedy available at law or equity, and recover all attorney's fees and expenses in the enforcement of these Covenants. Failure by the Developer to enforce the Covenants in any instance on any Owner by the Developer shall not constitute a waiver as to the enforcement in any other instance or as to any other Owner.

10. **DURATION.** These Covenants shall run with the land for a period of forty (40) years from the date of recording with the Minnehaha County Register or Deeds. Thereafter, these Covenants shall automatically renew for sequential 10-year terms until and unless at least eighty percent (80%) of the current Owners agree, by written instrument, to terminate these Covenants.

11. **NOTICES.** All notices, consents, approvals of which written approval or consent is required shall be delivered by certified mail, email, fax, or in person and shall be deemed properly delivered under these methods. The date for all such correspondence shall be considered delivered as of the delivery date.

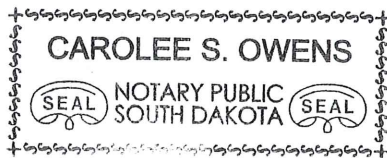
IN WITNESS WHEREOF, Developer has executed these Covenants as of the date first written above.

[SIGNATURE PAGE TO FOLLOW]

DWBP, LLC

STATE OF SOUTH DAKOTA)
)
) :SS
COUNTY OF Brown)

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



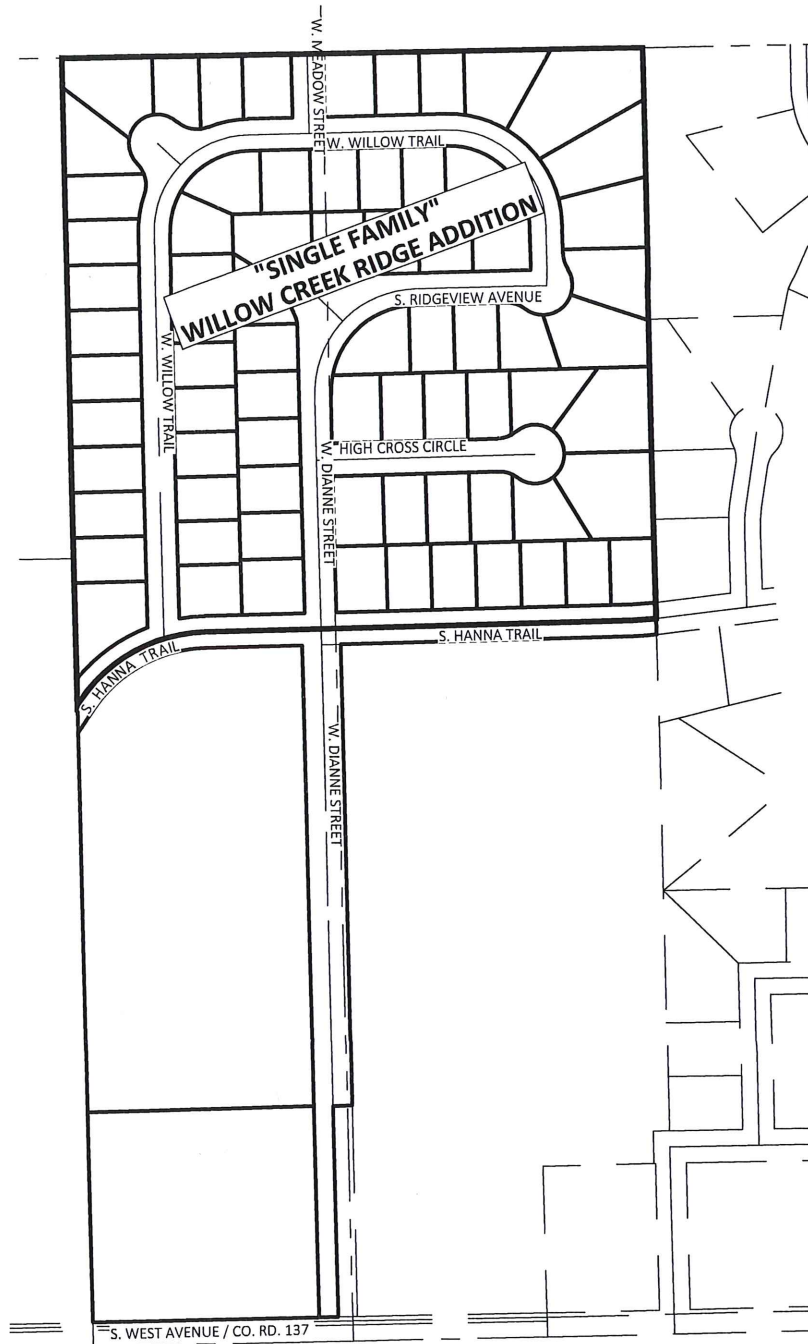
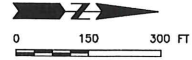
Carolee Owens
Notary Public – South Dakota
My commission expires: 6-23-26

Exhibit A

Property

TRACT 1 OF BENSON'S 3RD ADDITION, AN ADDITION IN THE NORTHEAST QUARTER (NE1/4) AND THE SOUTHEAST QUARTER (SE1/4) OF SECTION 10, TOWNSHIP 102 NORTH, RANGE 50 WEST OF THE 5TH PM, MINNEHAHA COUNTY, SOUTH DAKOTA, EXCEPT LOT 1 OF TRI-VALLEY ADDITION CONTAINED THEREIN, AND EXCEPT LOTS H-1, H-2, AND H-4 CONTAINED THEREIN,

limited, however, to the portion of the described property shown as "Single Family" property on the following Exhibit A-1.



Sheet No.
1 OF 1

EXHIBIT A-1
SINGLE FAMILY
DECLARATION OF COVENANTS
WILLOW CREEK RIDGE ADDN
CROOKS, SD



PROJECT: 70143
DATE: 5-18-22
DESIGNED BY: TVV
DRAWN BY: TVV
CHECKED BY: PGS
DRAWING: Exhibit A-1
PROD/EXHIBITS

RECEIVED

JUN 23 2022

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