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Ann Rasmussen

ANN RASMUSSEN, REGISTER OF DEEDS
CODINGTON COUNTY, SOUTH DAKOTA
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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
TO RUN WITH THE LAND

KAK'S LAKESIDE ADDITION, INC., of 15 9th Ave SE, Watertown, SD 57201, hereafter referred to as the Declarant, hereby makes this declaration of restrictive covenants for the following real property in Codington County, South Dakota, to-wit:

KAK'S Fourth Addition to the Municipality of Watertown, in the County of Codington, South Dakota.

to run with the said real property and every part thereof.

WITNESSETH:

WHEREAS the Declarant is the only owner of any part of the above described real property,

WHEREAS, KAK'S ADDITION HOMEOWNERS ASSOCIATION, INC., (hereafter the "Association") will be a South Dakota nonprofit corporation created for the benefit of future lot owners to provide among other things maintenance of property, services to lot owners and architectural control,

NOW THEREFORE, Declarant hereby declares that all of said property is hereby made and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, reservations, liens, charges and uses hereinafter set forth. Said covenants, Conditions, restrictions, reservations liens, charges and uses shall run with the real property described above, shall be binding upon all parties having and /or acquiring any right, title or interest in he said real property or in any part thereof and shall inure to the benefit of each and every person or entity from time to time owning or holding an interest in said real property.

ARTICLE I

GENERAL PURPOSE OF COVENANTS

The real property described heretofore is subject to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials; to insure the best development of said property; to encourage and secure erection of attractive structures and landscaping thereon, with locations thereof on building sites; to prevent haphazard and inharmonious improvements of free space between structures, and in general to provide adequately for a high quality of improvements in said property, thereby enhancing the values of investments made by purchasers of building sites therein.

The developer's vision for the land use within this development is residential with single family homes in a rural setting, where each lot is 1 acre or more in size. The future landowners will be able to construct accessory buildings similar to what is allowed within the county, which are larger in size than what the current City of Watertown R1 zoning allows. To achieve this vision, Planned Unit Development (PUD) zoning district has been chosen for the area which will allow the developer to create certain setback and other supplemental provisions to the existing requirements set forth in the zoning regulations and engineering design standards for the city of Watertown, SD (See Article III Section 4)

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

The real property subject to this Declaration is described above. Additional real property (including common property) out of, adjacent to or in immediate vicinity of the land may be added to the properties by an amendment to this Declaration by the Declarant recorded in the Codington County Register of Deeds.

ARTICLE III

RESTRICTIONS AND COVENANTS

Section 1. Compliance by Owners. Restrictions and Covenants. Every owner shall comply with the restrictions and covenants set forth herein and the Articles of Incorporation, By-Laws and all rules and regulations adopted by the Association.

Section 2. Residential Use. The property is hereby restricted to residential usage only, and in no manner may be used for any commercial purposes or for any type of equipment or material storage. Home offices are acceptable, provided that the business has no employees on

site other than immediate family members residing in the dwelling, the business shall not involve continual visits by walk-in customers or the general public, no external evidence of a business operation exists, and minimal additional vehicular traffic occurs as a result of the business.

Section 3. Mobile Homes, Campers. No mobile homes are permitted or allowed on any lot within the development. An unoccupied camper may be stored on a lot while not in use, but only in a garage or on a prepared storage pad adjacent to an attached garage or accessory structure on the owner's property.

Section 4. Buildings, Garages, and Driveways. All buildings shall be of new construction. The floor area of the residence exclusive of porches and garages, shall not be less than One Thousand Five (1,500) square feet. Residences may be of either a one or two stories. Garages shall be not less than two stall and their appearance shall match the associated home.

A. SETBACKS: Single Family residential lots will be required to have 50' front yard, 15' side yard, and a 50' rear yard setbacks. On Lots that are more than 450' deep, a building envelope will be platted restricting all primary structures to be built between 50' and 350' of the street side property line. Corner lots will have a 50' front yard along the primary street and a 25' front yard along the secondary street. Lots that are less than 250' deep will have 25' front yard, 9' side yard, and a 25' rear yard setbacks.

B. CHAPTER 5.14 ACCESSORY BUILDINGS.

1. Only specifically authorized accessory uses allowed; accessory uses must be subordinate to principal use.
2. No accessory use shall be permitted in any district unless such use is specifically authorized by this Ordinance. No accessory use shall be deemed to be authorized by this Ordinance unless such use is in fact subordinate to and on the same zoning lot with the principal use in conjunction with which it is maintained.
3. No accessory building shall be erected in any required yard, and no separate accessory building shall be erected within five (5) feet of any other building.
4. No accessory building may be used for residential dwelling purposes at any time.
5. Maximum building height shall be 35'. Maximum sidewall height shall be 16'.

Lot Area	Maximum Size
43,561 to 87,119 Square Feet	Two thousand one hundred seventy eight (2,178) square feet or four (4) percent of the lot area - whichever is greater
Over 87,120 Square Feet	Three thousand four hundred eighty five (3,485) square feet or three (3) percent of the lot area - whichever is greater

Section 5. Nuisance Control. No noxious, offensive, or dangerous activities shall be carried on in any building or upon any lot nor shall anything be done thereon which shall become an annoyance or nuisance. All lots and buildings shall at all times be kept in a neat and clean condition. No outside clothes lines shall be erected and clothes shall not be dried outside. No trash, rubbish, machinery, inoperable or junk vehicles, building materials or appliances shall remain exposed on any lot as to be visible from other property or roadways. No part of any lot shall be used a dumping ground for junk, trash, sewage, rubbish, or garbage. Machinery trailers and garden and maintenance equipment shall be kept at all times, except when in use, in an enclosed structure or screened from view. Refuse, garbage and trash shall be kept at all times in a sanitary container. No lumber, shrub or tree clippings, plant waste, metals, bulk material, scraps, or refuse, trash, unlicensed automobiles, parts, machinery, or equipment shall be kept, stored or allowed to accumulate on any of the sites. No garbage or large commercial trucks shall be parked or housed on a lot or the streets of the addition. No automobile repair may be conducted on any lot except within a garage, however, no commercial automotive repair shall be conducted under any circumstances. The Design Review Committee, on its own motion, or the committee's designee, may enter on a lot to correct or remove any of the foregoing and the cost of such action shall be chargeable to the owner or the offending lot. Any such entry shall not be a deemed trespass.

Section 6. Vacant Lots. Purchasers of vacant lots must keep them neat, clean and weed free. Upon failure to perform any other maintenance and after three-day notice is given, the Design Review Committee may perform such maintenance as necessary and bill the purchaser to the expense incurred.

Section 7. Restrictions Against Pollution of Water. In the interest of public health, sanitation, protection of the water supplies, recreation, wildlife and protection of Lake Pelican, no owner shall use, for any purpose, the described real property in such a manner that may result in the pollution of the lake or any waterway that flows through or adjacent to such property with refuse, sewage or material that might tend to pollute the waters or otherwise impair the ecological balance of the surrounding land. No fertilizer containing phosphate shall be applied.

Section 8. Detention Pond Maintenance. Ordinary maintenance, such as lawn mowing and debris removal, shall be performed by the owner of the lot on which that portion of the pond occupies. The homeowner's association shall be responsible for extraordinary maintenance and repairs, as necessary. The City shall have the right to inspect and require repairs as necessary.

Section 9. Water and Sewer. No private wells shall be allowed on any lots other than wells used exclusively for ground water heating/cooling systems or irrigating lawns. No septic tanks or drain fields shall be installed or used.

Section 10. Livestock and Poultry. A reasonable number of domestic household pets, such as dogs and cats may be kept, provided they are not maintained for commercial purposes and do not make objectionable noises or become an annoyance or nuisance or any sort to the neighborhood. All dog kennels must be kept clean and free of smells and flies. No more than two dogs shall be kept on any lot at any time.

Section 11. Docks. Docks shall comply with the rules and regulations of the South Dakota Game, Fish and Parks Commission. All docks and boat lifts must be stored between the residence and the lake during storage periods.

Section 12. Removal of Soil. No soil may be removed from this addition resulting from any excavation without the prior approval of the Design Review Committee.

Section 13. Renting. No portion of the premises other than the entire lot, together with the improvements and structures thereon, may be rented or leased and then only to a single family.

Section 14. Signs. No signs for advertisement of any kind shall be displayed on any lot to the public except as follows:

- A. One sign of not more than four square feet bearing the name of the occupant.
- B. One sign of not more than six square feet advertising the property for sale or rent.
- C. Necessary street number or other identification numbered signs.
- D. Signs used by builder or developer to advertise the property during the construction, development, or sales period.

Section 15. Trees and Shrubbery. Natural beauty, wherever possible, shall remain. In no case shall trees be harvested for commercial purposes. No additional Box Elder, Siberian (Chinese) Elm, American Elm, Native Cottonwood, Columnar Poplar, Ash or other such noxious trees shall be planted on any part of the subdivision. All trees planted shall be of a minimum base diameter of one and one-half (1.5") inch and minimum of height of two (2) feet.

Section 16. Construction Time Requirements. All lot owners shall comply with the following time construction requirements concerning their lots:

- a) No time restriction for commencing building.
- b) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any lot shall be completed not later than twelve (12) months following the commencement of construction.
- c) The residential lawn must be seeded or sodded twelve (12) months following completion of the primary residential structure.

The Design Review Committee, for cause, in its discretion, may extend such time deadlines.

ARTICLE IV

DESIGN REVIEW COMMITTEE

Section 1. Establishment of Design Review Committee. There is hereby established a Design Committee (DRC).

Section 2. Duties of and Functions of DRC. The duties, power and responsibilities of the DRC shall be as follows:

- A.** The DRC shall consist of three (3) or more persons designated and appointed by the Declarant. A record of the members of the DRC shall at all times be kept at the offices of the Declarant and such information shall be provided to any owner or prospective purchaser or any lot upon request. The initial members of the DRC are: Steven T Horning of 17073 442nd Ave, Henry, SD 57243; James Foster, 42934 167th St., Garden City, SD 57236 and Marlene Brakss of 17073 442nd Ave, Henry, SD 57243. They shall serve until a replacement has been appointed by the existing three members.
- B.** The duties of the DRC shall include the specific approval or veto of all architectural, engineering, platting and planning aspects of any improvement or development of buildings. The DRC may also, in its sole discretion, impose standards of architectural and landscaping design, elevation, building setback lines or the general plan for development, which standards may be greater or more stringent than standards prescribed in applicable building, zoning, planning or other local governmental codes.
- C.** The DRC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons, provided such approval is not unreasonable or capriciously withheld. In approving or disapproving such plans and applications, the DRC shall consider the suitability of the proposed building, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.
- D.** There is specifically reserved unto the DRC the right of entry and inspection upon any lot for the purpose of determination by the DRC whether there exists any construction of any improvement which violates the terms of any approval by the DRC or the terms of this Declaration or any other covenants, conditions and restrictions. The DRC is specifically empowered to enforce the provision of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety or any constructed improvement, or to remove any unapproved improvement, and if successful the Declarant or the Association shall be entitled to recover of all court costs, expenses and reasonable attorney fees in connection therewith. The Association shall indemnify and hold harmless the DRC from

all costs, expenses and liabilities, including attorney fees, incurred by virtue of any member of the DRC's service as a member of the DRC.

- E. The DRC has the right, but not the obligation, to grant waivers for minor deviations and infraction of this Declaration. The granting of any waiver for any portion of the properties may be given or withheld in the DRC's sole discretion and a prior grant new or additional requests for such waivers.**

- F. The Association, Declarant, the DRC or any officer, employee, director or member thereof shall not be liable for damages to any person submitting plans and specifications for approval by reason of mistake in judgement, negligence or non-feasance arising out of or in connection with the approval, disapproval or failure to approve any plans and specifications. Each person submits plans and specifications for approval agrees, by submission of such plans and specifications, that the copies of all such plans and specifications shall be the property of the DRC and the Association, Declarant or DRC to recover any such damages.**

ARTICLE V GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions shall run with and bind the properties and shall inure to the benefit of and be enforceable by the Association, the Declarant and any owner, their respective legal representative, heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said their (30) year period, the covenants, conditions and restrictions shall be automatically renewed and extended for successive then (10) year periods. The number of ten (10) year renewal period hereunder shall be unlimited with the covenants, conditions and restrictions being automatically renewed and extended upon the expiration of each ten (10) year period for an additional then (10) year period; provided, however, that the covenants, conditions and restrictions may be terminated and released at any time upon the vote of two-thirds (2/3) of the votes by each member at a duly held meeting of members.

Section 2. Enforcement. Enforcement of the covenants, conditions and restrictions shall be by a proceeding at law or in equity and may be instituted by the Declarant, their successors or assigns, the Association, its successors and assigns, or any owner against the other lot owner violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages and to enforce any lien created by this Declaration.

Section 3. Homeowners Association. Every owner, including the Declarant, shall be a member of the KAK'S ADDITION HOMEOWNERS ASSOCIATION, INC., (hereinafter called "Association"), and by acceptance of a deed acknowledges the authority of the Board and the Association and agrees to abide by and be bound by the provisions of this Declaration, the Articles of Incorporation, the By-Laws and other rules and regulations of the Association.

Section 4. Assessment. Each owner of any lot shall by acceptance of a deed therefor, regardless of whether it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay the Association; (1) annual assessment, (2) special assessments and (3) individual assessments, all fixed established and collected from time to time as hereinafter provided. Each such assessment, together with such interest thereon as may be provided for herein and costs of collection, shall also be the personal obligation of the person who was the owner of such real property at the time when the assessment first became due and payable. The liability for the assessments may not be avoided by waiver of (1) voting rights or (2) the use of enjoyment against which the assessment was made. The case of co-ownership of a lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

- A. Annual Assessment.** For each lot or part thereof within the property covered by this Declaration, the owner shall pay to the Association an annual assessment as determined by the Design Review Committee.
- B. Special Assessments.** In addition to the annual assessment, the Association may levy, in any assessment year, a special assessment of the purpose of defraying, in whole or in part, costs not sufficiently covered by the annual assessment.

Section 5. Severability. Invalidation of any one of the provisions of this instrument by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 19th day of April, 2022.

Steven T. Horning
Steven T. Horning
Acting Agent
KAK's Lakeside Addition, Inc.

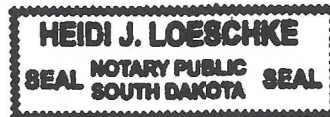
State of South Dakota
County of Codington)
)SS:

On this the 19th day of April, 2022, before me, the undersigned officer, personally appeared Steven T. Horning, Acting Agent for KAK's Lakeside Addition, Inc., known to me or satisfactorily proven to be the person whose name is subscribed to within this instrument and acknowledged that he executed the same for the purposes therein contained.

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

Heidi J. Loeschke
Notary Public

(SEAL)



My Commission Expires: 11/23/23