

230

Prepared by:
Nielson Development, LLC
27297 Wetland Rd, Inc.
Harrisburg, SD 57032
(605)767-3500

Filed for Record - Lake County SD
Filed On 10/15/2020 10:08 AM
Document# D 127006 Type:RESTR COV
Book 663 Page 230 to 235
Fee \$ 30.00 CK Key# 64682



Shirley E. Ebsen, Register of Deeds

DECLARATION OF RESTRICTIONS AND
COVENANTS TO RUN WITH THE LAND

Nielson Development, LLC, a South Dakota Limited Liability Corporation
To
WHOM IT MAY CONCERN,

A. AREA

THIS INDENTURE, made this 12th day of October, 2020, by Nielson Development, LLC, (hereinafter collectively referred to as "Developers"), fee Developers of part of Cyber Estates Addition, an addition to the City of Madison, Lake County, South Dakota.

WHEREAS, the Developers intend to develop and improve said tract of land and offer for sale the lots as shown in said plat, and is desirous of subjecting said tract of land to certain covenants, agreements, easements, restrictions, conditions and charges, as hereinafter set out.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the Developers do hereby impose and charge; LOTS 1-5 IN BLOCK 1, LOTS 15-28 IN BLOCK 2, LOTS 1-10 IN BLOCK 4, AND LOTS 1-12 IN BLOCK 5; and dedicated roadways abutting thereto, inclusive of said Cyber Estates Addition to the City of Madison, Lake County, South Dakota, with certain exceptions, with the covenants, agreements, easements, restrictions, conditions and charges hereinafter set forth, hereby specifying that said declarations shall constitute covenants to run with the land, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitation upon all future Developers in said addition, said restrictions and covenants being designed to keep said addition uniform and to insure the highest and best residential development of said property.

B. EASEMENTS

Easements and right of way for utility, sewer and drainage purposes and functions are hereby expressly reserved to the Developers, its successors and assigns, over, across and under such areas as are more particularly shown for the location of easements on the recorded plat of Cyber Estates Addition, an addition to the City of Madison, South Dakota, referenced above. Developers may grant necessary easements to any utilities or other person or persons to accomplish these purposes.

Such easements may be used as private ways for access to remote areas or for the location of underground electric or communication cables, storm drainage, or sanitary sewers, pipelines for supplying gas, water or heat, including main, service pipes, and equipment and drainage purposes.

The purchaser of lots in said Cyber Estates Addition shall at his own cost and expense keep and preserve that portion of the easement and right of way within his property line at all times in a good condition of repair and maintenance and neither erect nor permit any growth or accumulation of any kind, within said easement which might interfere in any way with the proper maintenance, use operation, repair, reconstruction and patrolling of any of the utility services located therein.

C. RESIDENTIAL COVENANTS

1. Plans

All plans showing structure layouts with dimensions, elevations, exterior finishes, mechanical locations along with the lot site plan shall be submitted to the Developers for approval. Additional information may be requested as necessary to complete the review and confirm compliance with development requirements.
Home to be finished with in 24 months of the lot closing.

2. General Setback Requirements for Zoning

Zoning Form RS-60:

- Front Yard Setbacks = 30 foot
- Side Yard Setbacks = 5 foot
- Rear Yard Setbacks = 15 foot
- Corner lots will require 25-foot setbacks on the front and on the side yards

Zoning Form RS-90:

- Front Yard Setbacks = 30 foot
- Side Yard Setbacks = 7.5 foot
- Rear Yard Setbacks = 15 foot
- Corner lots will require 25-foot setbacks on the front and on the side yards

3. Minimum Surface Level Square Footage:

900 Sq. Ft. – (RS -60 Zoning)

Block 2 - Lots 18-27

Block 3 – Lots 1-10

Block 4 – Lots 1-10

Block 5 – Lots 1-4 & Lots 7-11

1100 Sq. Ft. – (RS-90 Zoning)

Block 1 – Lot 1

Block 2 – Lots 1-17 & 28

Block 5 – Lot 5

4. Roof Pitch:

4/12 or greater with a minimum of two distinct and separate roof lines.

5. **Garage:**
Minimum of two car attached. No detached garages unless authorized by the developer. Garages larger than a 3 car will require approval by the Developers.
6. **Driveway:**
Must be concrete and provide sufficient space for two automobiles and the driveway approaches.
7. **Street Parking:**
No **street parking** of motor homes, campers, fifth wheel trailers, race cars, boats, or work vehicles for more than 24 hours to load and unload. Additionally, there are City Ordinances which further restrict the parking of certain vehicles and trailers.
8. **Outbuildings / Exterior Structures**
All outbuildings/exterior structures, small lawn sheds must be approved by Developers. The structures must conform to the same exterior appearance, design, and color to the principal structure on the lot. No modification or alteration of original lot drainage will be allowed for the construction of outbuildings or exterior structures.
9. **Windows:**
Energy efficient, minimum of insulated glass.
Vinyl Sliders and casements, approved.
Double Hung, require Developers approval
10. **Shingles:**
Architectural asphalt shingles will be required.
CertainTeed or comparable, approved: Landmark 25, Horizon, and Independence.
No 3-Tab shingles will be allowed.
11. **Exterior Siding finishes:**
Vinyl siding
Hard board siding (maximum of 8" lap)
Cedar or Redwood, approved (maximum of 8" lap)
12. **Exterior Brick or Stone Finishes**
Brick or Stone shall be required at the rate of 15 square feet of brick/stone per 1,000 square feet of surface level area with the minimum amount of brick/stone allowed on all homes being 15 square feet.
13. **Mailbox**
Mailbox locations and groupings will be as required by the United States Postal Service, City Ordinance, and the Developers discretion.
14. **Fences**
Height, style, material, color, and location must be shown on plans.

Fences may be erected in required yards, provided they meet or exceed the following requirements:

- A. No barbed wire, chain link or metal fence shall be erected or maintained.
- B. No fence shall be erected or maintained in such manner as to unreasonably obstruct the view of others or their access to light or air.
- C. Fences not more than six (6) feet in height may be erected on any part of a lot other than in the required front yard. Fences not more than four (4) feet in height may be located on any part of the lot.
- D. The poles supporting the fence must be on the inside of the fence or along the center line of the fence.
- E. Wood approved – All boards must be on outside of fence for solid style fence.
- F. Coated chain link, color to be approved by Developers and match the wood on the front of house to face street.
- G. Vinyl must be approved by Developers.

15. Sump Line

All sump pump lines shall be required to drain to the rear or side of the lot. Approval of front draining sump lines may be given by the Developers for lots that drain from the rear yard to the front yard.

16. Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

17. Dog Kennels

Location approved by Developers and must be screened from the front view of house.

18. Landscaping:

Grass seeding or sodding to be complete within 12 months of occupancy.

Trees – minimum of 1 approved street tree per 40' front foot, exclude driveway, within 12 months of occupancy, No Box elder, cottonwood or elm shall be planted on any lot in the addition.

Trees, shrubs, other – minimum of 1 tree in front yard, 1 tree in backyard, within 24 months of occupancy.

19. Exterior Colors:

All colors must be natural colors. Color must be approved by Developers.

20. Nuisances

No noxious or offensive trade or activity, as defined by law, shall be carried on upon any lot in said subdivision, nor shall anything be done which may be or become an annoyance or nuisance, as defined by law, to the neighborhood, or public is invited shall not be permitted.

21. Signs

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising a residence for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

22. Vacant Lots

Owners of vacant lots must keep them neat and clean in appearance and must maintain them by mowing any vegetation to a maximum height of 10". Upon failure to do this, and after three-day notice is given, Developers may perform such maintenance as necessary, and bill the lot owner for the expense incurred.

23. Site Conditions:

Contractor/ Purchaser is responsible to maintain a rubble-free site including removing any excess dirt placed, spilled, or otherwise left in or on the street or gutters. All concrete wash out will be on your lot and your responsibility. If site, or sites, around your lot is not left in the condition prior to your project, clean-up will be done at your expense.

24. Soil Removal/Drainage Plan:

Developers / Seller is not responsible for furnishing black dirt to the Contractor/Purchaser. No soil, resulting from excavation, may be removed from the development. The purchaser of a lot hereby acknowledges the existence of a drainage plan that has been prepared by Developers and is on file at KN Construction office at 27297 Wetland Rd Harrisburg, SD 57032. Prior to construction on said lot, Developers, or Developers contractor, shall review said drainage plan and shall comply with all soil elevation requirements indicated thereon. If any Owner does not comply with said drainage plan, said Owner shall be personally responsible for any costs associated with bringing said lot into compliance with the drainage plan and shall indemnify Developers, therefore.

Purchaser/Contractor - Black Dirt is not included in the lot purchase.
Black dirt may be available, please contact Developers for location and cost.

25. Lot Purchase:

All lots are to be paid in full before any construction commences.

235

Developers: Nielson Development, LLC

By: [Signature]

Title: President

STATE OF SOUTH DAKOTA)

: SS

COUNTY OF LINCOLN)

On this, the 12th day of October, 2020, before me, the undersigned officer, personally appeared Kelly Nielson, who acknowledged himself to be the President of Nielson Development, LLC a Limited Liability Corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

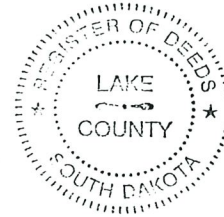
IN WITNESS WHEREOF, I hereunto to set my hand and official seal.



Colleen D. Elcock
Notary Public, South Dakota
My Commission expires: 8-19-22

644

Prepared by:
Nielson Development, LLC
27297 Wetland Rd, Inc.
Harrisburg, SD 57032
(605)767-3500



Filed for Record - Lake County SD
Filed On 2/02/2021 11:28 AM
Document# D 128029 Type:RESTR COV
Book 663 Page 644 to 650
Fee \$ 30.00 CK Key# 65734

Shirley E. Ebsen, Register of Deeds

**DECLARATION OF RESTRICTIONS AND
COVENANTS TO RUN WITH THE LAND**

Nielson Development, LLC, a South Dakota Limited Liability Corporation
To
WHOM IT MAY CONCERN,

A. AREA

THIS INDENTURE, made this 7th day of December, 2021, by Nielson Development, LLC, (hereinafter collectively referred to as "Developers"), fee Developers of part of Cyber Estates Addition, an addition to the City of Madison, Lake County, South Dakota.

WHEREAS, the Developers intend to develop and improve said tract of land and offer for sale the lots as shown in said plat and is desirous of subjecting said tract of land to certain covenants, agreements, easements, restrictions, conditions and charges, as hereinafter set out.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the Developers do hereby impose and charge; Legal Description as contained in the attached Exhibit A; and dedicated roadways abutting thereto, inclusive of said Cyber Estates Addition to the City of Madison, Lake County, South Dakota, with certain exceptions, with the covenants, agreements, easements, restrictions, conditions and charges hereinafter set forth, hereby specifying that said declarations shall constitute covenants to run with the land, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitation upon all future Developers in said addition, said restrictions and covenants being designed to keep said addition uniform and to insure the highest and best residential development of said property.

B. EASEMENTS

Easements and right of way for utility, sewer and drainage purposes and functions are hereby expressly reserved to the Developers, its successors and assigns, over, across and under such areas as are more particularly shown for the location of easements on the recorded plat of Cyber Estates Addition, an addition to the City of Madison, South Dakota, referenced above. Developers may grant necessary easements to any utilities or other person or persons to accomplish these purposes.

645

Such easements may be used as private ways for access to remote areas or for the location of underground electric or communication cables, storm drainage, or sanitary sewers, pipelines for supplying gas, water or heat, including main, service pipes, and equipment and drainage purposes.

The purchaser of lots in said Cyber Estates Addition shall at his own cost and expense keep and preserve that portion of the easement and right of way within his property line at all times in a good condition of repair and maintenance and neither erect nor permit any growth or accumulation of any kind, within said easement which might interfere in any way with the proper maintenance, use operation, repair, reconstruction and patrolling of any of the utility services located therein.

C. RESIDENTIAL COVENANTS

1. Plans

All plans showing structure layouts with dimensions, elevations, exterior finishes, mechanical locations along with the lot site plan shall be submitted to the Developers for approval. Additional information may be requested as necessary to complete the review and confirm compliance with development requirements.
Home to be finished with in 24 months of the lot closing.

2. General Setback Requirements for Zoning

Zoning Form RS-60:

- Front Yard Setbacks = 30 foot
- Side Yard Setbacks = 5 foot
- Rear Yard Setbacks = 15 foot
- Corner lots will require 25-foot setbacks on the front and on the side yards

Zoning Form RS-90:

- Front Yard Setbacks = 30 foot
- Side Yard Setbacks = 7.5 foot
- Rear Yard Setbacks = 15 foot
- Corner lots will require 25-foot setbacks on the front and on the side yards

3. Minimum Surface Level Square Footage:

- 900 Sq. Ft. – (RS -60 Zoning)
 - Block 2 - Lots 18-27
 - Block 3 – Lots 1-10
 - Block 4 – Lots 1-10
 - Block 5 – Lots 1-4 & Lots 7-11
- 1100 Sq. Ft. – (RS-90 Zoning)
 - Block 1 – Lot 1
 - Block 2 – Lots 1-17 & 28
 - Block 5 – Lot 5

4. Roof Pitch:

4/12 or greater with a minimum of two distinct and separate roof lines.

646

5. **Garage:**
Minimum of two car attached. No detached garages unless authorized by the developer.
Garages larger than a 3 car will require approval by the Developers.
6. **Driveway:**
Must be concrete and provide sufficient space for two automobiles and the driveway approaches.
7. **Street Parking:**
No street parking of motor homes, campers, fifth wheel trailers, race cars, boats, or work vehicles for more than 24 hours to load and unload. Additionally, there are City Ordinances which further restrict the parking of certain vehicles and trailers.
8. **Outbuildings / Exterior Structures**
All outbuildings/exterior structures, small lawn sheds must be approved by Developers.
The structures must conform to the same exterior appearance, design, and color to the principal structure on the lot. No modification or alteration of original lot drainage will be allowed for the construction of outbuildings or exterior structures.
9. **Windows:**
Energy efficient, minimum of insulated glass.
Vinyl Sliders and casements, approved.
Double Hung, require Developers approval
10. **Shingles:**
Architectural asphalt shingles will be required.
CertainTeed or comparable, approved: Landmark 25, Horizon, and Independence.
No 3-Tab shingles will be allowed.
11. **Exterior Siding finishes:**
Vinyl siding
Hard board siding (maximum of 8" lap)
Cedar or Redwood, approved (maximum of 8" lap)
12. **Exterior Brick or Stone Finishes**
Brick or Stone shall be required at the rate of 15 square feet of brick/stone per 1,000 square feet of surface level area with the minimum amount of brick/stone allowed on all homes being 15 square feet.
13. **Mailbox**
Mailbox locations and groupings will be as required by the United States Postal Service, City Ordinance, and the Developers discretion.
14. **Fences**
Height, style, material, color, and location must be shown on plans.

647

Fences may be erected in required yards, provided they meet or exceed the following requirements:

- A. No barbed wire, chain link or metal fence shall be erected or maintained.
- B. No fence shall be erected or maintained in such manner as to unreasonably obstruct the view of others or their access to light or air.
- C. Fences not more than six (6) feet in height may be erected on any part of a lot other than in the required front yard. Fences not more than four (4) feet in height may be located on any part of the lot.
- D. The poles supporting the fence must be on the inside of the fence or along the center line of the fence.
- E. Wood approved – All boards must be on outside of fence for solid style fence.
- F. Coated chain link approved, black or brown.
- G. Vinyl must be approved by Developers.

15. Sump Line

All sump pump lines shall be required to drain to the rear or side of the lot. Approval of front draining sump lines may be given by the Developers for lots that drain from the rear yard to the front yard.

16. Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

17. Dog Kennels

Location approved by Developers and must be screened from the front view of house.

18. Landscaping:

Grass seeding or sodding to be complete within 12 months of occupancy.

Trees – minimum of 1 approved street tree per 40' front foot, exclude driveway, within 12 months of occupancy, No Box elder, cottonwood or elm shall be planted on any lot in the addition.

Trees, shrubs, other – minimum of 1 tree in front yard, 1 tree in backyard, within 24 months of occupancy.

19. Exterior Colors:

All colors must be natural colors. Color must be approved by Developers.

20. Nuisances

No noxious or offensive trade or activity, as defined by law, shall be carried on upon any lot in said subdivision, nor shall anything be done which may be or become an annoyance or nuisance, as defined by law, to the neighborhood, or public is invited shall not be permitted.

21. Signs

21. Signs

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising a residence for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

22. Vacant Lots

Owners of vacant lots must keep them neat and clean in appearance and must maintain them by mowing any vegetation to a maximum height of 10". Upon failure to do this, and after three-day notice is given, Developers may perform such maintenance as necessary, and bill the lot owner for the expense incurred.

23. Site Conditions:

Contractor/ Purchaser is responsible to maintain a rubble-free site including removing any excess dirt placed, spilled, or otherwise left in or on the street or gutters. All concrete wash out will be on your lot and your responsibility. If site, or sites, around your lot is not left in the condition prior to your project, clean-up will be done at your expense.

24. Soil Removal/Drainage Plan:

Developers / Seller is not responsible for furnishing black dirt to the Contractor/Purchaser. No soil, resulting from excavation, may be removed from the development. The purchaser of a lot hereby acknowledges the existence of a drainage plan that has been prepared by Developers and is on file at KN Construction office at 27297 Wetland Rd Harrisburg, SD 57032. Prior to construction on said lot, Developers, or Developers contractor, shall review said drainage plan and shall comply with all soil elevation requirements indicated thereon. If any Owner does not comply with said drainage plan, said Owner shall be personally responsible for any costs associated with bringing said lot into compliance with the drainage plan and shall indemnify Developers, therefore.

Purchaser/Contractor - Black Dirt is not included in the lot purchase.
Black dirt may be available, please contact Developers for location and cost.

25. Lot Purchase:

All lots are to be paid in full before any construction commences.

649

Developers: Nielson Development, LLC

By: [Signature]

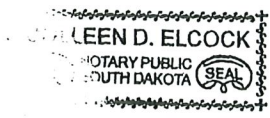
Title: President

STATE OF SOUTH DAKOTA) : SS

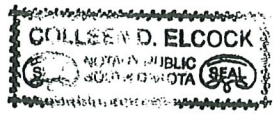
COUNTY OF LINCOLN)

On this, the 7th day of December 2020, before me, the undersigned officer, personally appeared Kelly Nielson, who acknowledged himself to be the President of Nielson Development, LLC a Limited Liability Corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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



Colleen D. Elcock
Notary Public, South Dakota
My Commission expires: 8-19-2022



650

EXHIBIT A

LOTS 6 AND 7 IN BLOCK 2; AND LOTS 2A, 2B, 3A, 3B, 4A, 4B, 5A AND 5B IN BLOCK 1;
OF THE CYBER ESTATES ADDITION TO THE CITY OF MADISON, LAKE COUNTY,
SOUTH DAKOTA.