

**COVENANTS, RESTRICTIONS, AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO
CRESTVIEW HOMES:**

The undersigned, Crestview Homes, Inc., a South Dakota corporation, being the owner of all lots contained in Crestview Homes Subdivision of the NW4 NE4 EXC N299.28'; SW4 NE4 EXC S619.72'; NE4 NE4 EXC N679.28' & EXC road R.O.W. of Section 21, Township 93, Range 56; SW4, SE4 of Section 16, Township 93, Range 56; SE4, SE4 EXC parcels of Section 16, Township 93, Range 56; N299.28', NW4, NE4; N679.28', NE4, NE4 EXC Langholz acreage & EXC road R.O.W. of Section 21, Township 93, Range 56 west of the 5th p.m., Yankton County, South Dakota recorded in the Yankton County Register of Deeds, hereby makes the following declarations of covenants, conditions, restrictions and easements running with the land, and the above described real property shall be subject thereto, and all conveyances of the above described real property shall be subject thereto, and all grantees shall be deemed to have consented to the same.

1. A single family private dwelling home, will be allowed with a minimum of an attached twenty-four (24) feet by twenty (20) feet two-car garage, with no more than one outbuilding, which outbuilding shall conform in design and architectural construction to the design of the permitted dwelling on the Properties, shall be erected, placed, or permitted on each individual Lot. The outbuilding in no event shall be larger than a two car garage, and in no event shall the outbuilding be larger than twenty-eight (28) feet by thirty-five (35) feet.
2. No building, fence or other structure shall be erected. placed or altered nor shall a building permit for such improvement be applied for on any property in Crestview until the proposed building plans and specifications have been filed with and approved in writing by Crestview Homes.
3. Prior to the commencement of construction of improvements on the property, a building certificate must be obtained from the county and prior to occupancy of any dwelling unit constructed on the property, a certificate of occupancy ,if required by law, must be obtained from the county or its assigns. A certificate of occupancy will not be issued unless the improvements on the property substantially conform to the plans as filed.
4. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any portion of property unless burning is allowed by the Corp of Engineers and/or Yankton county commission, and said burn is in a good fire pit. Pyrotechnics shall be permitted only on July 3rd through July 5th and then only if Corp of Engineers and/or Yankton county commission has not issued a "no burn" warning.
5. No mobile home, modular home, tent, barn or other similar outbuilding shall be placed on any lot. No structure of a temporary nature shall be erected on or used at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside the subdivision to any lot without the written approval of Crestview Homes, Inc.
6. Campers, buses, boats, boat trailers, motorcycles, or other type vehicle used exclusively for recreational purposes may be parked or maintained on lots providing they are in an approved area where they are not generally seen from

streets and roads running through Crestview.

7. Each property owner will provide an approved area where unsightly objects such as garbage receptacles, utility meters, air conditioning units, clothes lines, etc. Will be kept so they will not be seen from the roadway or adjacent property.
8. High-growing shrubs and trees will not be located in a manner that will constitute a safety hazard.
9. No building or structure shall be constructed prior to construction of the main dwelling on any lot.
10. The exterior of all houses and other structures must be completed within one year after commencing construction.
11. All plumbing, heating and electrical wiring will conform to the Farmers Home Administration, Veterans Administration, and the South Dakota building code.
12. No mailbox stand shall be erected or installed on any lot in Crestview unless it shall have received the prior written approval of the association.
13. No barbed wire fence shall be erected or installed on any lot in Crestview Homes.
14. A fence constructed in the front or side yards of the single family private dwelling shall be of either a cedar split, poly vinyl white board fence or chain link fencing approved in advance by the developer or from the homeowner association, if such association is formed.
15. The developer, association or owners shall not be liable for the erection and maintenance of privacy fences on the properties as provided for the South Dakota codified laws.
16. These covenants run in perpetuity.
17. Every property owner shall be a member of the association.
18. No signs shall be erected on any portion of the property except with the written permission of the association or as may be required by legal proceedings.
19. Residential property identification signs not exceeding more than one square foot, signs not more than five square feet advertising the property for sale or rent, or signs used by a contractor during construction or during the sales period are excluded from this restriction.
20. Effect of non-payment of assessment: the personal obligation of the owner; the lien; remedies of the association. If the regular annual assessment or any special assessment is not paid on or before past-due date which shall be established by the board of directors, then such assessment shall become delinquent and shall (together with interest thereon at the maximum annual rate permitted by law from the past-due date and cost of collection thereof as hereinafter provided) become a charge and continuing lien on the land and all improvements thereon.
21. Satellite dishes – prior written approval must be received prior to placement on any lot within Crestview Homes.

22. No lot shall be subdivided without the written permission of the developer or from the association, if such association is formed and allowed by the Yankton County zoning ordinance.
23. No stable, cage or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any part of the properties, except for a dog house. A dog house shall only be allowed at the rear of the residence or concealed from public view and such design and architectural construction shall conform to the design of the permitted single family private dwelling.
24. Easements and right-of-ways are or shall be expressly created for the installation, construction and maintenance of utilities including, but not limited to gas, water, telephone, electricity, sewer and drainage. Such easements are confined to ten (10) feet of land along all property lines
25. No structure, single family private dwelling home, outbuilding, dog house, excluding a fence shall be located less than ten (10) feet from side property lines as allowed by zoning ordinance, twenty (20) feet from back property lines as allowed by zoning ordinance, and thirty (30) feet from front property lines as allowed by zoning ordinance.
26. Exterior lighting installed on the properties shall either be indirect or of such a controlled focus and intensity as not to disturb the owners.
27. Noise shall be kept to a minimum after 10 p.m.
28. No hunting, trapping or discharging of any rifle, shotgun, pistol or other firearm shall be permitted the properties without the written permission of developer as well as other sport related equipment that has the potential to harm a person or destroy property will not be permitted without written permission of the developer.
29. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational or otherwise, designated for profit, charity or otherwise, shall be conducted, maintained or permitted without approval in writing from the developer or from the association, if such association is formed.
30. Only house pets such as dogs and cats shall be permitted. No other animal, livestock or poultry of any kind will be allowed. Pets shall not be permitted to run at large, but shall be kept upon the owner's property; if the owner fails to comply the pet shall be taken to the pound. All pets are required to have current shots and vaccinations at all times. At all times when pets are outside of an enclosure, they will be on a leash, or under the control of a responsible person and obedient to the person's command.
31. The owners shall keep their properties, together with adjoining rights of way, mowed and in a clean and neat condition, free and clear of refuse, waste, rubble, debris, trash, yard waste, garbage, or noxious weeds.
32. No repair of any boat, automobile, motorcycle, truck, camper or similar vehicle requiring a continuous time period in excess of forty-eight (48) hours shall be permitted at any time; nor shall any vehicle offensive to the neighborhood be visibly stored, parked or abandoned on the properties.
33. No unused building material, junk or rubbish shall be left exposed on a lot except during actual building operations, and then only in a neat and inconspicuous

manner as possible.

34. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or street. However, this shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of a single any structure during the period of construction.
35. No diversion, alteration, changes or damming of water is permitted.
36. The owners shall pay all reasonable costs associated with the development, maintenance, repair or replacement of any common area at the discretion of the developer or from the association, if such association is formed.
37. In the event that a homeowner's association is formed, the owners shall be deemed to have consented thereto and have waived any objection to the formation of the association.
38. No dwelling shall be permitted or erected on a lot having a first floor living area of less than 1140 square feet in the case of a one story structure, nor less than 1490 square feet of living area in the case of a two story structure. All other types of architecture shall have not less than 1340 square feet of living area. All dwellings must have at least a two door attached garage with a minimum area of at least 400 square feet. The garage area requirement is separate and in addition to the minimum 1140 square feet living space requirement.
39. Any person, heir, representative, or assign, requiring right, title or interest in and to the properties acknowledge that said property is near or adjacent to agriculturally zoned lands and, therefore, the adjacent lands may be subjected to conditions resulting from agricultural conditions. Such operations may include the operation of machinery, non-business working hours, raising of livestock, various waste management techniques, and other accepted and customary agricultural activities conducted in accordance with federal and state laws. Noise, dust, smoke, odor, and other conditions are normally produced by these and may conflict with use of property, Any person, heir, representative, or assign, requiring right, title or interest in and to the properties hereby grant a covenant to the property containing the agriculturally zoned property for the activities conducted on it. Nothing in this covenant shall grant rights to adjacent property owners for ingress or egress upon or across the described property. Any person, heir, representative, or assign, requiring right, title or interest in and to the properties shall not be restricted or prohibited from enforcing or seeking enforcement of statutes or regulations of governmental agencies for activities conducted on adjacent properties.
40. Any person, heir, representative, or assign, requiring right, title or interest in and to the properties, who shall violate any part of the declarations, shall be subject to prosecution at law or in equity the association or developer for the recovery of damages or for the enjoyment of said violator from further violations or unless otherwise agreed by the parties to arbitrate as hereinafter set forth.
41. An owner's fee will be billed January 1 of each year of \$300.00 to help pay the expenses of mutual usage such as snow removal, road maintenance, mowing of common areas, and weed control. The fee will be due by January 30th of the billed year. The fee may be altered by the developer or homeowner's association if formed.

