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SHARON JUNGWIRTH, REGISTER OF DEEDS
SPINK COUNTY, SOUTH DAKOTA

Recording Fee: \$ 30.00
Return To: GROW SPINK INC, REDF

RESTATEMENT OF RESTRICTIVE COVENANTS
PRAIRIE WINDS ESTATES FIRST SUBDIVISION TO THE
CITY OF REDFIELD, SPINK COUNTY, SOUTH DAKOTA

KNOW ALL MEN BY THESE PRESENTS that Redfield Area Development Corporation, as successor to Redfield Industrial Development Corporation, a South Dakota Non Profit Corporation, hereinafter referred to as the "Developer", is the owner of all the lots contained in the following:

Prairie Winds First Subdivision to the City of Redfield, Spink County,
South Dakota (hereinafter referred to as the "Property").

It is the intent of the Developer to adopt a comprehensive plan for the development of the entire platted area of the Property and to adopt regulations which will be applicable to each and every lot and block located within the platted area, and for such purpose the Developer hereby and by these presents imposes upon all of said lots and blocks and the entire platted area of the Property, the following restrictive covenants or conditions.


1. No building of any type will be commenced until a building permit is applied for and received from the City of Redfield. Placement of all buildings, erection and construction of any buildings situated on any lot shall be in accordance with Redfield City Ordinances in force at the time the building permit is received from the City of Redfield.
2. Construction of only private dwelling homes with the necessary outbuildings including an attached private garage, shall be allowed to be erected, placed on, or permitted on any lot sold in this development. All houses constructed shall be limited to "site built" or "moved on" stick framed, conventionally built new homes. No dwelling house, whether "stick built" or "stick framed" or moved on "stick built" or "stick framed", shall be placed or erected on any lot until specifications and construction plans for such home have been prior approved by Developer. Any such dwelling house constructed shall be used as a private residence only. Construction of, or moved on mobile, manufactured, single or double wide trailer homes is prohibited and shall not be allowed.
3. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1600 square feet with regard to Lots 1-21, Lots 23-24 and Lots 30-32, whether for single, two-story, or split foyer homes. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1400 square feet with regard to Lot 22, Lots 25-29 and Lots 33-42, whether for single, two-story, or split foyer homes. Each home shall have a minimum 4/12 pitched roof and a minimum of two (2) roof lines. Garages shall be a minimum of two (2) stalls.
4. Not more than one residence may be built on any one lot without a special permit in writing from the Developer or their successor in interest, and all owners of lots in the above-described development.
5. Any property sold in this development shall be used solely for residential purposes and no part of the described property shall in any way be used for any purpose or activity of any kind, whether for personal or business, which shall be for manufacturing, commercial enterprise, enterprise or business purpose, other than an in-home based child daycare center and other activities which are considered as home-occupied business.

6. This property shall not be used for the purpose of operating any type of store, grocery or mercantile business, bar, or any other business, including but not limited to, the manufacture and sale of alcoholic beverages, drugs, drug derivatives, or drug paraphernalia. This provision shall not prevent the making of beer or wine for personal use as would be allowed by the laws of the United States.
7. No part of the described property shall be used for any purpose or activity which, whether for business or personal use, will cause contamination to the property or the air, would be noxious, would cause excessive noise, would be unsightly, or would in any way be considered to create a nuisance.
8. No livestock or animals of any type, including but not limited to horses, cows, rabbits, hogs, sheep, goats, chickens, turkeys, pheasants, geese, or guineas, shall be kept or maintained on the described property. No yard, kennels, or similar facility housing such animals will be maintained on the described property. Nothing set forth herein shall prevent any lot owner from having or maintaining common household pets so long as the pets are properly cared for and the pets do not interfere with any other lot owner's enjoyment or use of their property.
9. All refuse, sewage or other deleterious materials that might tend to cause pollution, contamination, or noxious smell shall be timely and properly disposed in a manner that will not in any way affect the adjacent property owners or the development.
10. No excavation for stone, gravel, or earth shall be made upon the lots except for pools, walls, basements, or cellars of dwellings.
11. No signs, billboards, or advertising devices of any kind, shall be placed or otherwise installed on any lot or building, except that "For Sale", "Rummage Sale" signs and small yard-size political signs may be occasionally displayed.
12. Curb side site lighting shall be the responsibility of the developer of a lot within the Property. Such site lighting shall be done in such a manner as to not be offensive to other property owners.
13. No lot shall at any time be replatted or subdivided to a smaller lot, or platted in any manner other than as now shown on the recorded plat of the Property, unless prior consent is first obtained from the Developer.
14. No structure of any kind or nature shall be erected, permitted or maintained on, over, or across the easements for utilities as shown on the filed plat of Property. Replacement of plantings or fences which must be removed to maintain utilities shall be at the lot owner's expense.
15. The Developer shall retain control of the slope of the site and the various lots located therein to maintain property drainage to prevent erosion or sliding problems which may change the direction or flow of drainage from the lots and the development in such a manner as to prevent obstructing or retarding the flow of water through each lot. Prior to construction, each purchaser of a lot will present to the Developer a site plan showing the placement of the home, the projected height of the lot after construction and the location of the home on the lot. Thereafter each lot owner shall maintain said lot in keeping with the plan presented to the Developer. No lot owner shall at any time raise the grade of any lot or lots above the grade established at the time of the construction of the home without the written consent of the Developer and lot owners adjoining such lot.
16. Any outbuilding must be constructed to be complimentary to the home and the neighborhood and shall not be constructed in a form or color which is offensive to the residents of the development.
17. Swimming pools are permitted. All permanent swimming pools not constructed within an enclosed building must be enclosed on four (4) sides with a metal or wood fence of at least six (6) feet in height, or as may be required by any ordinance of the City of Redfield.

18. No structure of a temporary character, trailer, basement of an incomplete building or home, tent, shack, garage, or other out-building, shall hereafter be used in any time, on any portion of Property for a residence, on a permanent basis. Temporary buildings or structures, for use during the construction of a home shall be removed immediately after the completion of construction.
19. Twin homes may be permitted with the written consent of the developer.
20. Each lot owner who requests water and sewer from the City of Redfield or electrical and natural gas service from the local utility provider shall be responsible for the payment of the respective hook-up fees.
21. If an owner sells, conveys, or transfers in any manner, any lot or lots, or any interest therein, the new Purchaser shall be bound by all covenants herein contained. This covenant shall apply to any and all subsequent purchasers and owners of lots in this development.
22. These Restrictive Covenants are made for the benefit of the Developer and all future owners of this Property and shall run with the land and be binding upon all subsequent owners of the lots located in the Property indefinitely.
23. An action to enforce any or all of these Covenants, whether to restrain a violation, to enforce a violation, or to recover damages resulting from a violation, may be brought by the Developer, their assigns, or by any person or persons owning any real property located in or on the Property, against any person or persons violating or attempting to violate any covenant herein contained.
24. The invalidation of any one or more of these covenants by judgment or Court Order shall not affect any other provision of these covenants which shall remain in full force and effect. Each of said provisions is hereby declared to separate and independent from all other provisions.
25. The foregoing restrictions shall constitute covenants running with the land and shall be binding upon all owners, purchasers, mortgagees, parties acquiring interest in the described property, assignees, their personal representatives, administrators, heirs, successors, and assigns, unless an instrument in writing modifying the foregoing covenants is signed by the Developer and owner, their successors and assigns.

Dated this 15 day of June, 2017.

REDFIELD AREA DEVELOPMENT CORPORATION

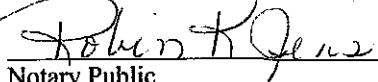


 Shawn Chase, President

STATE OF SOUTH DAKOTA)
) SS.
 COUNTY OF SPINK)

On this the 15 day of June, 2017, before me, the undersigned officer, personally appeared Shawn Chase who acknowledged himself to be the President of Redfield Area Development Corporation, a South Dakota Non-Profit Corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein by signing the name of the corporation by himself as President.

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



 Notary Public

