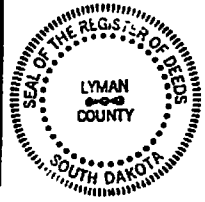


This Document Prepared By:
Zachary T. Flood, Esq.
Alvine|Weidenaar, LLP
300 N. Main St.
Mitchell, SD 57301
(605) 292-0809

Micro	_____
Indexed	_____
Grantor	✓
Grantee	✓
Transfer	_____
General	_____
Fees	30.00

FILED FOR RECORD	
STATE OF	LYMAN
SOUTH DAKOTA	COUNTY
8 day of Sept. 20 20 of 4:25 P.	
RECORDED BY MICROFILM NO. 20-583	
Tracy Brakke REGISTER OF DEEDS	



8 pages

DECLARATION OF RESERVATIONS AND RESTRICTIONS

DECLARATION made the 4th day of August 2020, by Wilderness Cove, LLC, a limited liability company (herein "Developer");

WHEREAS, Developer is the owner of certain real property described as follows:

Lots One through Eleven (1 -11), of Whitlow Addition and Wilderness Cove Drive located in the West Half (W1/2) of Section Four (4) in Township One Hundred Four North (104N), Range Seventy-One (71), West of the Fifth P.M., Lyman County, South Dakota, subject to easements, reservations and restrictions of record.

WHEREAS, Developer intends to develop and offer for sale lots platted from the above described real property, all as depicted on the Master Plan for the development which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, Developer is desirous of subjecting the said real property to provide for the continued attractiveness and desirability of said lots and do hereby covenant with the purchasers of any such lot that the provisions hereof shall apply to all of the lots and will be so imposed by suitable reference in the deed of conveyance thereof; and

WHEREAS, Developer reserves for itself and its successors and assigns easements for public utilities and drainage as will be identified and shown on the plat of the lots when recorded.

NOW, THEREFORE, Developer hereby declares that the real property hereinabove shall be held, transferred, sold, conveyed, and occupied subject to the conditions, covenants, restrictions, and easements as hereinafter set forth, which conditions, covenants, restrictions and easements shall run with the property and shall be binding upon all parties having any right, title, or interest in the property or any part thereof, together with their respective heirs, personal representatives, successors, and assigns.

1. **LAND USE.** No lot developed and sold within this development shall be used for a purpose other than a single-family residential dwelling and no lot shall be subdivided, reduced in size, or replatted to a tract smaller than the whole of the lot as initially platted without the consent of Developer. No commercial business, residence, or other business of any kind shall be conducted on or from any lot that does not herein conform to the "Low Density Residential District" Requirements of the Town of Oacoma Zoning Ordinances adopted June 21, 2004.

2. **RESERVATION BY DEVELOPER.** So long as Developer owns any lots within the development, Developer, at its discretion, reserves the right to change or modify the lots depicted on the Master Plan in any way without approval of any other lot owner.

3. **BUILDING STANDARDS.** The time frame from commencement of construction to occupancy of the residence shall be no more than twelve (12) months. Except as herein provided, no building shall be constructed, altered, or permitted to remain on any lot other than a single-family dwelling, all of which dwellings shall conform with these covenants and the Uniform Building Code. No manufactured homes shall be allowed to moved or located on any lot. A manufactured home shall be defined as a home which is regulated by Housing and Urban Development Code as opposed to the Uniform Building Code. All building construction must comply with this Declaration and with any and all ordinances or building codes required by the Town of Oacoma, South Dakota. External furnaces, air conditioners, heat pumps, or other items or devices of a similar nature shall be concealed from public view by foliage or appropriate screening devices. Each residential dwelling constructed on the property shall conform to the following requirements:

- a. **Dwelling Size:** Any one-story dwelling or dwelling with a walkout level (which is defined as an out-of-ground basement) constructed on any lot shall contain a minimum of one thousand two hundred fifty (1250) square feet on its surface level, exclusive of a garage and open porches. Any two-story dwelling constructed on any lot shall contain a minimum of nine-hundred fifty (950) square feet on the surface level and nine hundred (900) square feet on the second level. Surface level is the first-floor level entirely upon the surface of the ground, and any floor level in whole or in part below the surface of and/or surrounded by each shall not be deemed to be at surface level.
- b. **Dwelling Height:** No home shall exceed a height of two and one-half stories or thirty five (35') in height to the middle of the roof.
- c. **Building Materials/Colors:** The paint color of any buildings must be earth tones, but this shall not be deemed to exclude brick, stucco or natural stone, so long as the same are in earth tones. Geodesic domes or similar construction will not be permitted, and solar panels shall not be permitted. Satellite dishes shall be permitted.

- d. **Foundations:** Exposed foundations of eighteen inches (18") or less in height shall be painted to match the house, or split face concrete block shall be used. If more than eighteen inches (18") is exposed, the foundation shall be treated with stucco, brick or other materials approved for Development.
- e. **Roof:** All roof stacks, flashings (except copper), metal chimney caps, and gutters shall be painted to match approved roof colors or trim. Roof stacks and plumbing vents shall be placed on rear slopes where possible. Turbine vents are not acceptable. Roof colors shall be preferable dark, black, gray, brown, or beige.
- f. **Garages:** All residential dwellings must have a fully enclosed double stall garage, or larger, to serve the residence, and all such garages must be permanently constructed on concrete foundations with exterior design in conformity with the residence.
- g. **Accessory Buildings:** One (1) accessory building shall be allowed on each lot with the color of said building to conform to the residence. Such accessory building shall meet all required setbacks and all other requirements of the Town of Oacoma.
- h. **Signage:** No signs of any kind, other than the signs of the Developer shall be permitted on the property or displayed to the public view; provided, however, it shall be permissible to display on any lot one (1) sign of not more than two feet (2') by four feet (4') for the limited purpose of advertising the property for sale by an owner or his agent. Permanent identification signs may be constructed by the Developer at the perimeter of the area, and signs of a temporary nature may be placed by the Developer to advertise the development during the development and sale of the property.
- i. **Pets:** Dog and pet runs or kennels shall not be permitted in the front yard of the lots. Dog and pet runs and kennels must be placed on the back or side yards of the property. Animal owners must remove animal waste from any area other than their own lot. Pets shall not be free to run at large at any time. No livestock, horses, chickens, sheep, or the like shall be allowed to be kept on the premises.

4. **PROHIBITED ACTIVITIES.** The following activities and structures are hereby prohibited on any lot:

- a. **Structures:** No structure of any temporary character, trailer of any kind, mobile home, basement, tent, shack, or other outbuilding or temporary structure shall be used on any lot at any time as a residence or living quarters.

i. **Camping Exception:** It is recognized that the lot owner may have guests utilizing the Missouri River and the various outdoor activities South Dakota has to offer. Campers may be temporarily utilized as temporary residences for guests on the property for a maximum of four (4) consecutive nights at any given time. At no time shall any camper be permanently stored outside on any lot.

b. **Activity:** No noxious or offense trade or activity as defined by law shall be carried on upon any lot, nor shall anything be done which may become an annoyance or nuisance as defined by law, nor shall any lot be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye.

5. **MAINTENANCE OF LOTS.** The owner shall keep his or her lot or lots mowed and reasonably free from noxious weeds and shall not permit the accumulation of debris thereon whether such land is improved or unimproved. Upon failure to comply with this requirement and after three (3) days notice is given, the Developer may perform such maintenance as is necessary and bill the lot owner for all the expenses incurred.

6. **UTILITIES.** All utilities, no matter where and how installed, shall be installed beneath the surface of the earth. No exposed or exterior radio or television transmission or receiving antenna, except for small satellite dishes and small internet antennas, shall be erected, placed, or maintained on any part of such premises without the consent of the Developer. Any waiver of these restrictions shall not constitute a waiver as to the other lots or lines or antennas.

7. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities shall be shown on the recorded plats for each lot. Within these easements, no structure, planning or other materials shall be placed or remain that may damage, interfere with, or change the direction of flow or drainage facilities in the easements. No dwelling, unit, or other structure of any kind shall be built, erected, or maintained upon any such easement or right of way, and such easements and rights of way shall at all times be open and accessible to all those whom shall have the right and privilege of doing whatever may be necessary to construct, install, or maintain such easements and rights of way. Entry walls and gates, if erected, for the development shall be placed within the easement area by the Developer.

8. **OWNER'S OBLIGATION TO REPAIR OR REBUILD.** Each owner, at such owner's cost and expense, shall repair and maintain such owner's residence or other buildings, keeping the same in a condition comparable to the same were in at the time of the initial construction, reasonable wear and tear expected. If all or any portion of the residence or building be damaged or destroyed by fire or other casualty, it shall be the duty of the owner to rebuild, repair, or reconstruct such residence with all due diligence in a manner that will substantially

restore it to the appearance and condition it was in immediately prior to the casualty. Reconstruction shall be undertaken as soon as practical and without undue delay.

9. ROAD MAINTENANCE. The common roadway as set forth on the plat of the subdivision shall be of gravel construction. Thereafter, any decisions concerning maintaining said roadway, traffic control, and general planning within the roadway area, as well as other various decisions regarding storm sewers, sewage disposal, snow removal, and all common community services of every kind and nature required or desired within this subdivision for the general use and benefit of all lot owners, shall be made by a majority vote of the lot owners, with each lot owner have one (1) vote for each lot owned. Each owner shall pay for their equal share of the cost thereof, regardless if they are in the minority vote or not. In the event the Developer creates a road association or road district, all lot owners agree to consent to join the same for the purpose of maintaining and planning the roadway area. If at any time the lot owner refuses to pay his or her portion of the reasonable road maintenance as outlined above, the Developer shall be entitled to collect treble damages and attorney's fees in any action to collect the same.

10. COVENANTS TO RUN WITH THE LAND. These restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming by, through, or under them for a period of thirty (30) years from and after the date of the recordation of this instrument after which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to alter, change, or terminate said covenants in whole or in part.

11. ENFORCEMENT. Enforcement shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages. If any proceeding in law or equity is required to be commenced against any lot owner, all owners agree that the prevailing party is entitled a complete recovery of all attorney's fees incurred as a result of enforcing or defending these covenants and restrictions.

12. SEVERABILITY AND RESTRICTIONS. Invalidation of any one of these restrictions and reservations hereinbefore provided for shall in no way affect any of the other provisions which shall remain in full force and effect.

13. MODIFICATIONS. No modifications of the provisions hereof shall be permitted without the written consent of the owners of at least seventy-five percent (75%) of the lots. For the purpose hereof, each owner shall be entitled to one (1) vote for each lot owned.

IN TESTIMONY WHEREOF, the Developer has caused these presents to be executed the day and date first above written.

WILDERNESS COVE, LLC.

By: 
Zachary T. Flood, President

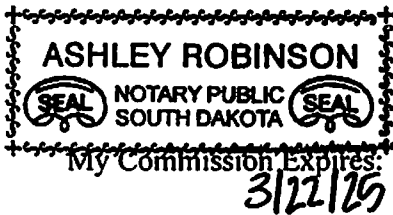
STATE OF SOUTH DAKOTA


:SS

COUNTY OF DAVISON

On this 24th day of August, 2020, before me, the undersigned officer, personally appeared Zachary T. Flood, who acknowledged himself to be the President of Wilderness Cove, LLC, a South Dakota Limited Liability Company, and that he as said President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as the President.

In Witness Whereof I hereunto set my hand and official seal.




Notary Public

A PLAT OF LOTS 1 THROUGH 11 OF WHITLOW ADDITION AND WILDERNESS COVE DRIVE IN THE WEST 1/2 OF SECTION 4, T 104 N, R 71 W OF THE 5TH P.M., LYMAN COUNTY, SOUTH DAKOTA.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, hereby certify that Wilderness Cove, LLC, a South Dakota Limited Liability Company, is the absolute and unqualified owner of all of the land included in the within and foregoing plat, the plat is a part of ground located in the WEST 1/2 OF SECTION 4, T 104 N, R 71 W OF THE 5TH P.M., LYMAN COUNTY, SOUTH DAKOTA that the plat has been made at the request of Wilderness Cove, LLC, a South Dakota Limited Liability Company, and under its direction for purposes indicated therein which said property as so surveyed and platted shall hereinafter be known as LOTS 1 THROUGH 11 OF WHITLOW ADDITION AND WILDERNESS COVE DRIVE IN THE WEST 1/2 OF SECTION 4, T 104 N, R 71 W OF THE 5TH P.M., LYMAN COUNTY, SOUTH DAKOTA, as shown by the plat, and Wilderness Cove, LLC, a South Dakota Limited Liability Company, hereby dedicates to the public, for public use forever as such, the streets, if any, as shown and marked on said plat, and the development of the land included within the boundaries of said LOTS 1 THROUGH 11 and Wilderness Cove Drive shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations; further that there now exists George R. Madsen Executive Drive, and that the plat shall indicate the 30' private easement for ingress, egress and egress as shown, additional easements to provide ingress, egress and egress to Whitlow Addition shall be prepared as documents other than this plat.

This plat does hereby vacate previously placed TRACT L IN THE WEST 1/2 OF SECTION 4, T 104 N, R 71 W OF THE 5TH P.M., LYMAN COUNTY, SOUTH DAKOTA, AS RECORDED BY MICROFILM NO. 86-203, IN PLAT BOOK 4 ON PAGE 152.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of August, 2020

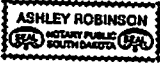
[Signature]
 Jeremy A. McCreary, President of Wilderness Cove, LLC,
 a South Dakota Limited Liability Company

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
 COUNTY OF DAWSON

On this 4th day of August, 2020, before me, Ashley Robinson, the undersigned officer, personally appeared Zachary Fland, who acknowledged himself to be the President of Wilderness Cove, LLC, a South Dakota Limited Liability Company, and that he, as such President, being lawfully able to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as President.

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



[Signature]
 Notary Public, South Dakota
 My Commission Expires 3/22/26

RESOLUTION OF TOWN PLANNING COMMISSION

WHEREAS, the plat of LOTS 1 THROUGH 11 OF WHITLOW ADDITION AND WILDERNESS COVE DRIVE IN THE WEST 1/2 OF SECTION 4, T 104 N, R 71 W OF THE 5TH P.M., LYMAN COUNTY, SOUTH DAKOTA, prepared by Jeremy A. McCreary, duly Licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the Town Planning Commission of the said Town of Osceola, South Dakota, and

WHEREAS, the Town Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the Town of Osceola, South Dakota, heretofore adopted by said Commission;

NOW THEREFORE, be it resolved by the Town Planning Commission of Osceola, South Dakota, that the plat of LOTS 1 THROUGH 11 OF WHITLOW ADDITION AND WILDERNESS COVE DRIVE IN THE WEST 1/2 OF SECTION 4, T 104 N, R 71 W OF THE 5TH P.M., LYMAN COUNTY, SOUTH DAKOTA, prepared by Jeremy A. McCreary, a Land Surveyor, be and the same is hereby approved and its adoption by the Town Board of the Town of Osceola, South Dakota, is hereby recommended.

The undersigned does hereby certify that the foregoing resolution was passed by the Town Planning Commission of Osceola, South Dakota, at a meeting thereof held on the 11th day of August, 2020.

Town Planning Commission - By Deanna Neenan

RESOLUTION OF TOWN BOARD

WHEREAS it appears from an examination of the plat of LOTS 1 THROUGH 11 OF WHITLOW ADDITION AND WILDERNESS COVE DRIVE IN THE WEST 1/2 OF SECTION 4, T 104 N, R 71 W OF THE 5TH P.M., LYMAN COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. McCreary, a duly Licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the existing streets and alleys in the Town of Osceola, South Dakota, and that such plat has been prepared according to law;

WHEREAS, the Town Board of Osceola, South Dakota, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the County of Lyman, South Dakota, heretofore adopted by said Commission;

NOW THEREFORE, be it resolved by the Town Board of Osceola, South Dakota, that the plat of LOTS 1 THROUGH 11 OF WHITLOW ADDITION AND WILDERNESS COVE DRIVE IN THE WEST 1/2 OF SECTION 4, T 104 N, R 71 W OF THE 5TH P.M., LYMAN COUNTY, SOUTH DAKOTA, prepared by Jeremy A. McCreary, a Land Surveyor, be and the same is hereby approved and its adoption by the Board of Commissioners of the County of Lyman, South Dakota, is hereby recommended.

The undersigned does hereby certify that the foregoing resolution was passed by the Town of Osceola, South Dakota, at a meeting thereof held on the 11th day of August, 2020.

[Signature]
 Finance Officer/County Finance Officer of the Town of Osceola

RESOLUTION OF COUNTY PLANNING COMMISSION

WHEREAS, the plat of LOTS 1 THROUGH 11 OF WHITLOW ADDITION AND WILDERNESS COVE DRIVE IN THE WEST 1/2 OF SECTION 4, T 104 N, R 71 W OF THE 5TH P.M., LYMAN COUNTY, SOUTH DAKOTA, prepared by Jeremy A. McCreary, duly Licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the County Auditor of Lyman County, South Dakota, and

WHEREAS, the County Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the County of Lyman, South Dakota, heretofore adopted by said Commission;

NOW THEREFORE, be it resolved by the County Planning Commission of Lyman County, South Dakota, that the plat of LOTS 1 THROUGH 11 OF WHITLOW ADDITION AND WILDERNESS COVE DRIVE IN THE WEST 1/2 OF SECTION 4, T 104 N, R 71 W OF THE 5TH P.M., LYMAN COUNTY, SOUTH DAKOTA, prepared by Jeremy A. McCreary, a Land Surveyor, be and the same is hereby approved and its adoption by the Board of Commissioners of the County of Lyman, South Dakota, is hereby recommended.

The undersigned does hereby certify that the foregoing resolution was passed by the County Planning Commission of Lyman County, South Dakota, at a meeting thereof held on the 9th day of September, 2020.

[Signature]
 Chairperson/Vice Chairperson of the Lyman County Planning Commission

RESOLUTION BY BOARD OF COUNTY COMMISSIONERS

Be it resolved by the Board of County Commissioners of Lyman County, South Dakota, that the plat of LOTS 1 THROUGH 11 OF WHITLOW ADDITION AND WILDERNESS COVE DRIVE IN THE WEST 1/2 OF SECTION 4, T 104 N, R 71 W OF THE 5TH P.M., LYMAN COUNTY, SOUTH DAKOTA, which has been submitted for examination pursuant to law, is hereby approved and the County Auditor is hereby authorized and directed to endorse on such plat a copy of this Resolution and certify the same.

Dated this 9th day of September, 2020.

[Signature]
 Chairperson/Vice Chairperson of the Board of County Commissioners, Lyman County

AUDITOR'S CERTIFICATE

The undersigned does hereby certify that the above resolution was adopted by the Board of County Commissioners of Lyman County, South Dakota, at a meeting thereof held on Sept 8, 2020, approving the above named plat.

[Signature]
 County Auditor, Lyman County

CERTIFICATE OF COUNTY TREASURER

The undersigned does hereby certify that all taxes which would, if not paid, be liens upon any of the land included in the within and foregoing plat, as shown by the records of the County Auditor of Lyman County, South Dakota, are (2019 payable in 2020) 2-27-2020

[Signature]
 Treasurer/County Treasurer, Lyman County

DIRECTOR OF EQUALIZATION

The undersigned does hereby certify that a copy of the plat of LOTS 1 THROUGH 11 OF WHITLOW ADDITION AND WILDERNESS COVE DRIVE IN THE WEST 1/2 OF SECTION 4, T 104 N, R 71 W OF THE 5TH P.M., LYMAN COUNTY, SOUTH DAKOTA, has been received by me and is filed in my office.

[Signature]
 Director of Equalization/Deputy Director of Equalization, Lyman County

Date 8-27-2020

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA
 COUNTY OF LYMAN

FILED for record this 8 day of Sept, 2020, at 4:20pm and recorded in Book _____ of Page _____

Search and recorded on Mazon's Number 26-587

[Signature]
 Register of Deeds, Lyman County

Memo	<input checked="" type="checkbox"/>
Index	<input checked="" type="checkbox"/>
Deposit	<input checked="" type="checkbox"/>
Transfer	<input checked="" type="checkbox"/>
Cancel	<input checked="" type="checkbox"/>
Fee	<input checked="" type="checkbox"/>

By _____
 Deputy

