
 * This instrument was drafted by *
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136,351

State of South Dakota, County of Roberts
 Filed this 26 Day of July 2021 At 9:40
 O'Clock A .M. Book 194 Page 552-557
 By [Signature]
 Register of Deeds Deputy
 Fees \$ 30.00

**PELICAN RIDGE ADDITION
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THE UNDERSIGNED, Lisa M. Hanni, President of that limited liability corporation known as Pelican Ridge, LLC, hereafter "Developer" does hereby certify that it is the developer of and the only company, who have any right, title and interest in and to all of the land platted into lots and blocks as shown on the plat of Pelican Ridge Addition, recorded in the Office of the Register of Deeds of Roberts County, South Dakota.

WHEREAS, Developer desires that the Block 1, Pelican Ridge Addition constitute a residential community with access, use, rights and obligations toward the ownership, operations and maintenance of the common road and other amenities, and that the real properties listed in Article II in the development are also benefitted and burdened by the same land use restrictions and controls;

WHEREAS, Developer desires to provide for the preservation of the values and amenities of said community to create an agency to which should be delegated and assigned the power of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charged hereinafter created;

WHEREAS, Developer shall cause The Pelican Ridge Property Owners Association hereinafter the "Association" to be incorporated under the laws of the State of South Dakota, as a non-profit corporation for the purpose of exercising the functions described herein;

WHEREAS, until such time as the Association is formed by the Developer, the Developer shall serve in the role of the Association exercising the functions described herein, and of enforcing the rules set forth herein. After the Association is fully incorporated and initial officers are elected, and thereafter when at least five lots are sold by the Developer, the Developer will no longer be a voting or financially responsible member of the Association.

NOW, THEREFORE, the Developer does hereby impose the following covenants, conditions and restrictions on the real property described in Article II to which it shall be incumbent upon their

successors in title to adhere and that any person or persons, partnership or partnerships, corporation or corporations, hereinafter becoming the owner or owners, either directly or through any subsequent transfer, or in any manner whatsoever the real property described in Article II shall take, hold, and convey the same subject to the following covenants, conditions and restrictions, to-wit:

ARTICLE I.

DEFINITIONS

Whenever used in this declaration, the following terms shall have the following meanings, unless the context shall expressly provide otherwise:

1. "Addition" shall mean and refer to Pelican Ridge Addition, Roberts County, South Dakota, as fully described in Article II hereinafter.
2. "Building" shall mean and refer to any non-commercial garage, storage facility, or dwelling which is a fixture upon any lot.
3. "Declaration" shall mean and refer to this instrument by which the real property described in Article II is made subject to the covenants, conditions and restrictions herein set forth.
4. "Developer" shall mean and refer to Pelican Ridge, LLC.
5. "Dwelling" shall mean and refer to a structure that is arranged, designed, or used as living quarters. Each dwelling shall have complete bathroom(s) and kitchen facilities permanently installed within the dwelling. Each dwelling is limited to a single family residence. Multi-family dwellings are strictly prohibited.
6. "Lot" shall mean and refer to the numbered lots shown in Block 1 of the plat of Pelican Ridge Addition, which are described in Article II.
7. "Owner" shall mean and refer to a person or persons, firm, corporation, partnership, trust, association or other legal entity or any combination thereof who owns one (1) or more lots.

ARTICLE II.

DESCRIPTION OF PROPERTY

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in Roberts County, South Dakota, and is more particularly described as follows, to-wit:

1. **Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, all in Block 1 of Pelican Ridge Addition, of**

Section 36, Township 122 North, Range 47 West of the 5th P.M., Roberts County, South Dakota, according to the filed Plat thereof.

2. **Lot 11, Block 1, Pelican Ridge Addition shall be held in reserve and not subject to any of the covenants listed in this document until such time the Developer sells the Lot.**

ARTICLE III.
USE AND OCCUPANCY

After the initial sale or transfer of a lot or lots by Developer, all such lots listed under the DESCRIPTION OF PROPERTY, shall thereafter be used and occupied only for non-commercial purposes by the owner, the owner's family or the owner's guests subject to the following covenants, conditions and restrictions, to-wit:

1. All lots listed under the DESCRIPTION OF PROPERTY are subject to these Declaration of Covenants, Conditions and Restrictions for Pelican Ridge, recorded in the Office of the Roberts County Register of Deeds following this execution.
2. Only one dwelling per lot is permitted. The first floor of all dwellings shall be fully enclosed and be a minimum of 600 square feet. The foregoing minimum first floor living areas shall be exclusive of any basement, carport, garage, deck, or porch.
3. Buildings and dwellings on Lots 3,4, 5, 6, 7, 8, Block 1, shall not exceed 35 feet in height, as measured from the ground floor level.
4. Exterior walls and siding of all newly constructed buildings must be completed within twelve (12) months of the construction start date. General landscaping surrounding newly constructed buildings must be completed within eighteen (18) months of the construction start date.
5. Accessory buildings (such as sheds or garages) shall not be permitted on any Lot prior to establishment of the dwelling, unless pre-approved by the Association.
6. All residences must have electric, rural water, and septic system connections. These connection expenses to the residence/lot are the responsibility of the lot owner. All connections shall be installed and maintained according to local and state regulations.
7. All lots must have a contract with a licensed garbage hauler for regularly scheduled pick up. Incinerators are not permitted.
8. All property owners shall maintain their property in good condition and repair and keep the grounds neatly mowed and trimmed around the buildings. Unightly

growths or objects shall not be allowed or maintained on any lot.

9. All utility lines, cables and site utility connections and service to the lots shall be underground, except for electrical transformers and telephone junction boxes. Above ground areas where easements for utilities, such as electric, rural water, drainage and cable go through or up to an owner's property shall be maintained by the property owner.
10. Lot grades shall not be substantially changed or altered other than to meet requirements of local ordinances.
11. Used buildings shall not be moved on to any lot.
12. Lots shall not be re-platted or subdivided in order to create a greater number of residential lots.
13. New modular homes may be moved on to the property as a dwelling, but must be placed on a permanent foundation. Metal homes, manufactured mobile type homes, whether single or double wide, shall not be permitted on any lot.
14. All buildings must be permanently affixed to a permanent foundation. The structure, materials and color scheme of all outbuildings must be complementary to the house structure.
15. No trailer, motor vehicle, van, camper, recreational vehicle, boat, basement, tent, shack, garage, barn, or other building shall be used or occupied for residential purposes on any lot except that a recreational vehicle or camper may be used for temporary purposes during the construction period of a permanent dwelling.
16. Recreational vehicles may be parked outdoors for a maximum of seven (7) days per calendar month. Otherwise they are required to be housed in a garage or storage building.
17. Noxious activities, illegal activities, or commercial onsite businesses are not allowed. Exception shall be home offices which are not regularly frequented by the public.
18. Commercial advertising signs, except for real estate for sale signs, are not permitted.
19. Livestock shall not be allowed on the property. Dogs, cats or other domestic pets shall be leashed, fenced or otherwise confined to the owner's property and no pet shall be allowed to roam at-large.
20. Chickens are allowed if they are kept in an enclosed area.
21. Dumping and/or accumulation of trash such as brush, grass or leaf piles, ashes, tires, furniture, vehicles in disrepair, discarded building materials and household waste are

not permitted on any lot in the development. All trash containers must be stored within a building or screened device or structure designed for that purpose.

22. Heat pumps, propane tanks, chimney flues, hot tub pumps, swimming pool pumps and filtration systems and similarly exposed mechanical equipment, shall be aesthetically concealed from view and shielded in such a manner as to minimize noise, appearance and safety concerns.
23. Costs of the road maintenance, repair or replacement within the development shall be shared by the property owners in the Association. Such cost shall be assessed equally to each lot, and is due immediately upon demand. Any owner who fails to pay such assessment within sixty days of assessment shall pay a penalty of \$50 and all amounts shall accrue interest at the rate provided for post judgment interest. If an owner fails to pay an assessment within the sixty days the Association may retain an attorney to collect the amounts due, and the owner shall be responsible, in addition to all amounts otherwise due, all attorney fees incurred by the Association.
24. All plans for the design and construction of fences must be approved by the Association.
25. All mailboxes shall be of standard size and design and shall be located per postmaster approval.

ARTICLE IV.

GENERAL PROVISIONS


1. These covenants are to run with the land and shall be binding upon all of the parties and persons claiming under them until by a vote of two-thirds (2/3) majority of the then owners of the lots in Pelican Ridge Addition, have agreed to change these covenants in whole or in part. Such changes may not be considered within the first two years of the Association without the consent in writing of Developer.

2. Should the owner of any lot violate any of the restrictive covenants or conditions contained herein and refuse to correct the same and to abide by said restrictions and conditions contained herein after reasonable notice, then, in such event, any owner of any lot may institute legal proceedings to enjoin, abate or correct such violation or violations, and the owner of the lot or lots permitting the violation of such restrictions or conditions shall pay all attorney's fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce these restrictions and conditions, said attorney's fees to be fixed by the Court.

3. No provision of this declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur then if any of the covenants, conditions or restrictions of this declaration or any paragraph, sentence, clause, phrase or word or the

application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their hands and seals this 19th day of July, 2021.

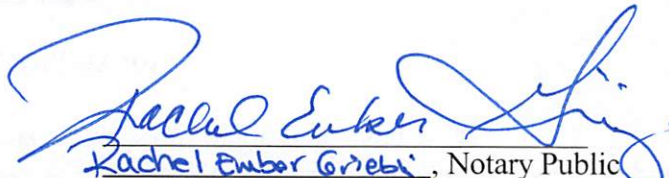


Lisa M. Hanni

STATE OF MINNESOTA)
) SS
COUNTY OF Goodhue)

On this day of, July 19, 2021 before me, the undersigned officer, personally appeared Lisa M. Hanni, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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



Rachel Ember Griebing, Notary Public
State of Minnesota

My Commission Expires: 1/31/2023

