

**Prepared by:**

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

This Declaration of Covenants, Conditions, and Restrictions is made this \_\_\_\_ day of \_\_\_\_\_, 2023 by **Grossenburg Implement, Inc.**, a South Dakota corporation, of 31341 US Highway 18, Winner, South Dakota 57580, hereinafter referred to as "Developer".

WHEREAS Developer is the owner of the following real estate in the County of Tripp in the State of South Dakota, to wit:

**Lots One (1) to Seventeen (17) inclusive, of Country Club South Subdivision, being part of the Southwest Quarter (SW¼) of Section Twenty-eight (28), a Replat of Lots Fourteen (14) and Nineteen (19) of Prairie View Estates in the Southeast Quarter (SE ¼) of Section Twenty-eight (28), and a Replat of the remainder of Lots E & F in the Northeast Quarter (NE ¼) of Section Twenty-eight (28); all in Township Ninety-nine (99) North, Range Seventy-six (76) West of the 5<sup>th</sup> P.M., Tripp County, South Dakota**

WHEREAS Developer, owner of the above-described real estate in the County of Tripp in the State of South Dakota, intend to sell certain parcels of real estate that have recently been or will be platted as lots.

WHEREAS, Developer does hereby declare that the above-described real estate shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions and easements, which are for the purpose of protecting the value and desirability of and which shall run with the title and ownership to the real estate, and shall be binding upon all parties having a right, title or interest in the above-described real estate, their heirs, successors and/or assigns, and shall ensure the benefit to each owner thereof.

1. **USE OF PROPERTY:** Lots in Country Club South Subdivision shall be used for single-family or townhouse residential purposes only, subject to the Tripp County Zoning Ordinances. No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single-family dwelling, or a two-unit townhouse dwelling, not to exceed two (2) stories, plus a basement, in height. Low traffic home-based businesses shall be permitted, provided there is no inconvenience or disturbance to other landowners

or residents in the area. No commercial store-front businesses, repair shops, or manufacturing facilities are permitted.

2. BUILDINGS, MATERIALS AND IMPROVEMENTS: All structures shall be built with new materials for construction. No manufactured house, modular house, trailer, or mobile home shall be erected on any lot. Exterior colors of all buildings shall be natural wood, neutral, or earth tone colors. Pastel colors for any exterior building or portion thereof are prohibited. Asphalt shingles of an earth tone or natural color are permitted.
  - A. RESIDENCES: All residences shall be stick built and set on permanent foundation. All residences shall have a main level living area of no less than one thousand two-hundred (1,200) square feet, excluding any decks, porches, garage, or patios. Construction shall commence within two (2) years of purchase of the lot and construction must be completed within four (4) years from the date of purchase, unless express permission is granted by the Developer. If construction has not commenced upon any lot sold within two (2) years upon which the Warranty Deed of conveyance from Developer to Buyer was recorded, Developer shall have the option to repurchase said lot for the same purchase price, less any costs it has incurred and/or will incur in connection with the repurchase of the lot.
  - B. CEILINGS: Ceiling heights of all first floors are to be a minimum of nine feet (9').
  - C. WINDOWS: Windows on all facades are to be organized with regulating lines to form a well-proportioned composition. All facades must have windows. Simulated or true divided light windows are encouraged.
  - D. ENTRIES: Entry designs are to be proportional to the façade, avoiding exaggerated height or distorted scale. Every single-family residence constructed on a lot shall have a porch orientated to the front.
  - E. ROOFS: Roofs of all buildings shall have a minimum pitch of 6/12, and include soffits and eaves, unless associated with a specific traditional architectural style that warrants the use of a lower pitch.
  - F. FOUNDATIONS: Residences with exposed foundations greater than twelve inches (12") high shall be faced with brick or stone. Exposed foundations shall be painted and not exceed eighteen inches (18") on side elevations with sloping site conditions.
  - G. WALLS: Front facades shall be faced with at least thirty percent (30%) brick or stone. Non-masonry wall materials shall be clapboard siding or synthetic plaster – E.F.S (exterior insulation & finish system). Clapboard siding

materials must be made of fiber cement and must be used in combination of window and door trim boards. Trim boards shall be a minimum thickness of 5/4" nominal. Vinyl siding is not allowed.

- H. ANTENNA: No exterior television or radio antenna or dish shall be permitted on any lot. Small, round dish antenna attached to the house and not visible from Grossenburg Lane shall be permitted.
- I. AIR CONDITIONERS: Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view.
- J. ATTACHED GARAGES: Each residence shall have an attached private garage for not more than three (3) automobiles, nor less than two (2) automobiles with golf cart storage. Garages may not exceed the total square footage of the main level residence footprint not including decks, porches, and patios.
- K. OUTBUILDINGS: No storage sheds are allowed; any other detached structure must be approved by Developer in writing. No building or storage shed can be moved to the site for remodeling purposes. No car port, trailer, "lean to", or three-sided building shall be allowed. Any detached structure approved by Developer shall be constructed only subsequent to or in conjunction with the construction of the main residence.
- L. USE OF BUILDINGS: No detached structure approved by Developer shall be used to store items not personally owned by the owner or lessee. Storage of property not owned by the owner or lessee for fees or out of good will is prohibited.
- M. UTILITIES. All utilities shall be underground.
- N. FENCES: No fence shall be permitted to extend beyond the front line of a main residential structure without written permission from Developer. No hedges or mass planted shrubs shall be permitted more than ten feet (10') in front of the front building line. No fences or walls shall exceed a height of six feet (6'). Produce or vegetable gardens may only be maintained in rear yards.
- O. EXTERIOR LIGHTING: Exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of adjacent lots.
- P. CLOTHES LINES: No clothes lines shall be permitted on any lot in the subdivision.

- Q. EXCAVATION: Excess excavation from development within the subdivision shall be deposited at sites or removed from the subdivision as designated by Developer at buyer's cost.
3. EASEMENTS: Easements for installation and maintenance of utilities and facilities for drainage are reserved as shown on the recorded plat of record with the Tripp County Register of Deeds.
  4. SETBACKS: No structure may be built closer than twenty-five feet (25') from any side property line. No structure may be built closer than fifty feet (50') from the southern or "front" property line along Grossenburg Lane. No structure may be built closer than one hundred feet (100') from the northern or "rear" property line.
  5. ANIMALS: No animals, livestock, or poultry of any kind shall be raised for production purposes on any portion of the above-described lots, except that dogs and cats, and other household pets, may be kept and maintained, provided that they are not kept, bred, or maintained for commercial or breeding purposes. Dogs which are maintained on the above-described property shall be kenneled overnight inside the residence or in a kennel which is attached to the garage attached to the house.
  6. VEHICLES AND TRASH: Disabled, wrecked, salvage, or inoperable vehicles, including, but not limited to, cars, trucks, trailers, motorcycles, boats, campers, and snowmobiles, must be stored within a fully enclosed building. No repairs of the same requiring a continuous time period in excess of forty-eight (48) hours shall be permitted. No unused building materials, junk, or rubbish shall be left exposed on the lot except during actual building construction and, even then, only in as neat and inconspicuous a manner as possible. There shall be no dumping or stockpiling of materials on the property. No trash, rubbish, grass clippings, compost, or refuse may accumulate on the property except in permitted receptacles screened from public view and protected from disturbances.
  7. LONG TERM PARKING: No boat, jet ski, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, or similar chattel shall be maintained or stored on any part of a lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside any lot, except vehicles driven on a regular basis. Excavating equipment, tractors, or semitrucks shall not be stored, parked, or kept or maintained in any yards, driveways, or streets, except for those necessary for the construction or residential dwellings or other improvements during the period of construction.
  8. SIGNAGE: No commercial signage of any kind shall be permitted, provided, however, that it shall be permissible to display a sign for the limited purpose of advertising the property "For Sale", or signs used by the contractor to advertise the property during construction.
  9. ROAD MAINTENANCE: Grossenburg Lane, the common use road described and dedicated on the plat of Country Club South Subdivision, must be returned to original condition after construction and all costs shall be the responsibility of the landowner

