

This document prepared by:  
Freeman Community Development Corporation, Inc.  
Box 43  
Freeman, SD 57029  
(605) 925-4444

WESTWARD VIEW ADDITION  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FREEMAN COMMUNITY DEVELOPMENT CORPORATION D/B/A WEST SIDE ACRES DEVELOPMENT

THIS INDENTURE made this 4<sup>th</sup> day of January, 2022, by the Freeman Community Development Corporation, referred to as "owner"; and, by the City of Freeman, referred to as "developer".

Whereas, the owner owns fee simple the following described real estate:

Lots 1-9 Block 1 and Lots 1-10 Block 2 of the Westward View Addition to the City of Freeman, Hutchinson County, South Dakota.

WHEREAS, the developer and owner of the above described real estate which shall be called "Westward View Addition" hereby desire to subject all of the above described property to certain covenants, agreements, easement restrictions, conditions and charges as hereinafter set forth:

NOW, THEREFORE, developer and owner hereby impose and charge the above described property, and any lots created by further subdivision thereof, with the covenants, agreements, easements, restrictions, conditions and charges hereinafter set forth, hereby specifying that said declarations shall constitute covenants to run with the land and shall be binding on all parties and all persons claiming under them, and for the benefit and limitation upon all future owners of said property, said restrictions and covenants being designed to keep said property uniform and to insure the highest and best residential use of the property.

A. RESERVATION OF EASEMENTS

- 1.) Reservation. Easements and rights-of-way for utility, sewage and drainage purposes are hereby expressly reserved by developer and owner for its own use and the use of its successors and assigns, over, across and under common areas and streets as shown on the plat of said property, and upon and across any such area particularly described on the plat for utility easements or rights-of-way. Such easements and rights-of-way shall include the use for and placing of underground electric and communication cables, storm drainage, sanitary sewers, pipelines for supplying gas, water or heat, including mains, service pipes and equipment and equipment for drainage purposes, and all equipment appurtenant thereto. Developer and Owner reserves unto itself the right to grant any such necessary easements to any utilities or other person or persons to accomplish these purposes within said property.
- 2.) Maintenance. Each purchaser of lots described herein shall at its own cost and expense maintain, keep and preserve that portion of any easement and right-of-way within its own property in good condition of repair and maintenance. Additionally, not permit any growth or accumulation of any kind within said easement which might interfere in anyway with the proper maintenance, use, operation, repair, reconstruction and patrolling of any of the utility services located thereon.

## B. RESIDENTIAL COVENANTS


- 1.) Land use. No lot may be subdivided, reduced in size or replatted in any tract smaller than the whole of the lot as presently platted.
- 2.) Building type. No building shall be constructed, altered or permitted to remain on any lot other than a single-family dwelling or new construction only. No previously used or constructed building or part thereof shall be utilized. No structure shall exceed two levels in height above the highest point on the lot that the surface of the earth contacts the structure. Construction, once commenced on any lot, must be diligently and steadily pursued until completion.
- 3.) Minimum standards and specifications. No dwelling shall be constructed with a fully enclosed floor area of less than 1,400 square feet above grade, exclusive of garages and open porches. Construction plans must be approved by the developer and owner prior to commencing construction. No pre-fabricated, manufactured or mobile homes are permitted. All dwellings and structures must be placed on solid permanent foundation. Each dwelling shall include an attached garage with a minimum of 2 stalls.
- 4.) Variances. Developer and owner may grant a variance of the minimum standards and specifications of Paragraph 3 to accommodate design and aesthetic requirements for specific lots, if in their sole discretion developer and owner determine that the value of aesthetics of such dwelling upon completion of construction in accordance with the plans and specifications will not be detrimental to the uniform development of the addition.
- 5.) Building Setbacks. All setbacks shall be governed by current city of Freeman ordinances. Where more than one lot is acquired for a single building site, the side lot line shall refer only to the lot lines bordering the adjoining property owners.
- 6.) Outbuildings. Suitable or necessary outbuildings to serve the principal structure, including garages, may be permanently constructed, but must conform in exterior appearance, color and design to the principal residential structure on the lot. No open carports are permitted.
- 7.) Temporary structures. No structures of temporary character, trailer, basement, tent shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.
- 8.) Changing of grade & soil removal. Except as is immediately required for the construction of a particular dwelling, the grade of a lot shall not be altered or changed in any significant fashion. No soil may be removed from any excavation or building without the permission of the developer and owner.
- 9.) Fences and hedges. Also will be governed by the current City of Freeman ordinances.
- 10.) Livestock, poultry and pets. Also, will be governed by the current City of Freeman ordinances.
- 11.) Business uses. No business enterprise shall be operated in or upon any of the lots that subject to these covenants and restriction, with the exception of home-based businesses.

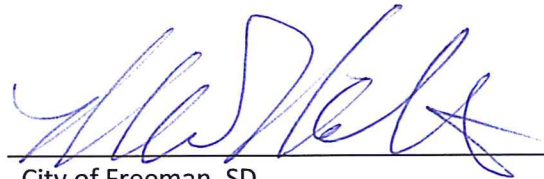
- 12.) Off Road Vehicles. The continued operation of off-road vehicles shall not be permitted on any of the lots subject to these covenants and restrictions. Operation of any such vehicles on the roadways in the addition shall be governed by City of Freeman and the State of South Dakota.
- 13.) Storage. No mobile homes, trailers, campers, boats, personal watercraft, snowmobiles, vehicles not in regular use, motorized equipment, farm equipment or the like shall be stored on any lot for more than a reasonable length of time unless stored in a garage or approved outbuilding.
- 14.) Utilities. All utilities, no matter where and how installed shall be installed beneath the surface of the earth.
- 15.) Trees. All lots will be required to plant at least 2 trees on the property.
- 16.) Time. A home must be built in 18 months from the time of purchase of a lot. Failure to comply with this covenant will result in a forfeiture of the ownership of the lot to the developer and owner; as also will be identified in all purchase agreements upon the sale of the lot.

C. GENERAL PROVISIONS

- 1.) Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.
- 2.) Enforcement. Enforcement shall be proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages.
- 3.) Assignment. Both the owner and developer reserve the right to assign its duties, privileges, obligations, responsibilities and rights as created in the Declaration of Restrictions and Covenants to run with the land to such successor or assign as it may determine.

Signed this 11<sup>th</sup> day of January, 2022

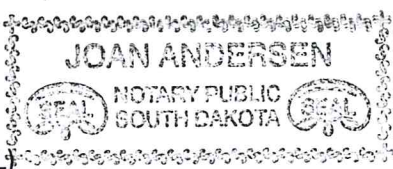
  
 Freeman Community Development Corp.  
 By: Jeff Buechler, President


  
 City of Freeman, SD  
 By: Michael D. Walter, Mayor

STATE OF SOUTH DAKOTA  
 SS  
 COUNTY OF HUTCHINSON

On this the 11<sup>th</sup> day of January, 2022, before me, the undersigned officer, personally appeared Jeff Buechler, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

(SEAL) 

  
 Notary Public

My commission expires 7-14-22.

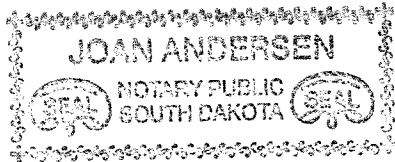
STATE OF SOUTH DAKOTA

SS

COUNTY OF HUTCHINSON

On this the 11<sup>th</sup> day of January, 2022 before me, the undersigned officer, personally appeared Michael D. Walter, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



(SEAL)

Joan Andersen  
Notary Public

My commission expires 7-14-22.