

**Prepared by:
Vermillion Area Chamber and Development Company
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**DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS AND CONDITIONS
FOR BLISS POINTE**

This Declaration of Restrictions and Protective Covenants and Conditions (“Declaration”) is made effective this 31st day of January, 2014 by the Vermillion Area Chamber and Development Company (VADC), a South Dakota non-profit corporation, hereinafter referred to as the “Developer.”

RECITALS

Developer is owner of record of the following described real property located in Clay County, South Dakota:

Blocks 1, 2, 3, 4, 5, and 6 Bliss Pointe Addition to the City of Vermillion, Clay County, South Dakota

The above-described real property, including future platted lots therein, are subject to and restricted by current Zoning Regulations and Amendments on file in the City of Vermillion, including, but not limited to, the “Bliss Pointe Planned Development District” described in City of Vermillion Ordinance No. 1302.” Bliss Pointe Planned Development” and/or the legal description above shall hereinafter be referred to as “Development.” All other ordinances of the City of Vermillion shall apply to owners of the above-described real estate and lots developed therefrom.

The Restrictions herein shall apply to Blocks 1, 2, 3, 4, 5, and 6, and all resulting lots therefrom, excluding lots 11, 12, & 13 of Block 6. Bliss Pointe Addition to the City of Vermillion, Clay County, South Dakota.

NOW, THEREFORE, the Developer declares the Development subject to this Declaration as follows:

ARTICLE I DECLARATION

Declaration. The Developer hereby declares, imposes upon and charges the Development with the Restrictions set forth in this Declaration, all of which will constitute covenants running with the land and be binding upon all parties and persons claiming under them, including, but not limited to, owner, and are for the benefit of and are limitations upon all future owners of the above-described real property. No lot shall be used except for residential purposes. No building shall be erected, placed or permitted to remain on any lot other than a single family residential structure with an attached garage as specified below in Article IV. This declaration of restrictions is designed for the purpose of keeping said development desirable, uniform and suitable in architectural design and use as herein specified:

Purpose. The purpose of the Restrictions is to: (1) preserve and protect the Development for residential purposes only; (2) exclude and prevent nuisances, and prevent unreasonable impairment of the attractiveness and value of the property; (3) enhance, preserve and protect the peace and tranquility of a residential community; and (4) assure to each homeowner the full benefit and enjoyment of his or her home investment with no greater limitations on the free and undisturbed use of his or her lot or residence home site than is necessary to assure the same advantages to the other Owners.

ARTICLE II EASEMENTS AND RIGHTS-OF-WAY

Easements Reserved. Easements and right-of-way for utility, sewage, and drainage purposes are hereby expressly reserved to the Developer, their successors and assigns, over, across and under the common areas and streets of said plat for the purposes of installation, replacing, repairing and maintaining all utilities, including, without limitation, water, sewer, gas, telephone, electricity and television cable and for other purposes as shown on any recorded plat or re-plat of the Development. By virtue of this easement, it shall be permissible for any governmental body, public utility, private utility, telephone or television cable company supplying services to the Development to install, erect, replace, repair and maintain any and all equipment necessary or appropriate for providing services within the Development and upon each lot or residence located in the Development.

ARTICLE III
ARCHITECTURAL REVIEW COMMITTEE

Establishment of Committee. The members of the Architectural Review Committee (“Committee”) shall be appointed by the VCDC or its successor and shall number no more than five (5) members and shall include at least one (1) designee assigned by the VCDC Board of Directors to represent said Board. In the absence of a named designee, the designee will be the VCDC Board of Directors. The VCDC may revoke appointment authority to the Committee at any time.

Expiration of the Committee. The duties and responsibilities of the Committee shall expire upon substantial completion of the development, as determined by the committee, which determination shall be recorded with the Clay County Register of Deeds, or the duties and responsibilities of the Committee shall expire when lots subject to this Declaration are fully completed.

Purpose. The purpose of the Architectural Review Committee shall be to review and approve plans for improvements prior to development, as specified in the following articles, on the lots to assure all plans are in compliance with these restrictions and protective covenants. This is done in an effort to preserve the value of the lots, residences, and investments of all Owners, transferees and successors thereof.

Committee Schedule. Upon receipt of due notice, plans, and specifications as described in the previous paragraph, the Committee shall within fifteen (15) business days approve or decline such proposal in writing. If modifications are requested they must be resubmitted to the Committee. The Committee shall then have five (5) additional business days to approve or disapprove such revised proposal from and after receipt of the revised plans and specifications applicable thereto. No construction or building may take place whatsoever unless and until approval of the plan by the committee.

No Liability. The Committee’s review and approval of any improvement pursuant to this Article is made only on the basis of these Restrictions and Covenants. The Committee shall neither bear any legal responsibility for ensuring the structural integrity or soundness of approved improvements, nor for ensuring compliance with building codes, land use regulations or any other governmental regulations or requirements. Neither the Developer, the Committee, nor any member of the Developer or the Committee shall be held liable for any injury, damages or loss arising out of the manner or quality of plans for improvements to any lot or residence.

ARTICLE IV
GENERAL CONDITIONS LOTS

Construction Compatibility. The exterior of the home shall be in a style compatible with and complimentary to the neighborhood and the broader community.

Construction Time Requirements. To promote the orderly development of this addition, the construction of the principal structure(s) for each platted lot shall begin within twelve (12) months after each lot is purchased, and construction, once started, shall be completed within eighteen (18) months of closing. If construction is not started within twelve (12) months, the VCDC maintains the option to purchase back undeveloped lots in accordance with the terms of the purchase agreement for the lot(s).

Plans for improvements must be approved by the Architectural Review Committee prior to the commencement of any work on said improvements.

The Construction Time Requirements begin on August 31, 2014 for lots purchased prior to that date. For lots purchased on or after August 31, 2014, Construction Time Requirements begin on the date of closing.

Grade Levels. Owners are prohibited from making material changes to the grade levels of the lots without the written approval of the Developer. This is especially important on the rear lot line where drainage must be maintained.

Runoff and Erosion. All disturbed ground from a construction activity shall be sodded, covered with plants or mulched with appropriate landscape materials upon completion. The construction of any improvements on a lot must be engineered in a manner that will ensure that there will be proper drainage, which will not be detrimental to adjoining Lots or properties.

Garages. All dwellings shall have an attached garage on a permanent foundation with exterior appearances and design to conform to the principal structure. A minimum of a two (2) car garage is required for lots of 9,000 square feet and greater. For lots less than 9,000 square feet, a minimum of a one (1) car garage is required.

Size Requirements.

- For lots 10,000 square feet and greater, minimum floor area on ground level shall be not less than 1,500 square feet excluding the required two (2) car (minimum) garage.
- For lots less than 10,000 square feet, but greater than 9,000 square feet, minimum floor area on ground level shall be not less than 1,200 square feet excluding the required two (2) car (minimum) garage.
- For lots less than or equal to 9,000 square feet, minimum floor area on ground level shall be not less than 1,000 square feet excluding the required one (1) car (minimum) garage.

Exterior Walls and Roof Lengths. Continuous exterior walls shall not exceed forty (40) feet in length without a design element change on the street facing side of the home. If on a corner lot, the design element change must be on the primary street frontage (address street). Design element changes may include, but are not limited to, changes in principal siding material (i.e. transition from lap siding to a brick element), inclusion of a structural porch roof (i.e. framed and finished roof versus an attached awning), or an offset room or garage. These examples are provided for reference and context, and not necessarily style directives.

Roofing. Houses must be designed with a minimum of two (2) different ridgelines. The house cannot be a perfect rectangle or square. If steel roofing is used, it must be dark, dull/satin and non-reflective. Roofs shall not exceed forty (40) feet in length without a direction change of the ridgeline.

Modular Homes. Modular homes are allowable; however, manufactured homes are not. HUD-Manufactured Housing and Standards, as amended from time to time, will be used to define modular versus manufactured:

Modular homes are constructed to the same state, local or regional building codes as site-built homes. Manufactured homes are constructed according to a code administered by the U.S. Department of Housing and Urban Development (HUD Code). The HUD Code, unlike conventional building codes, requires manufactured homes to be constructed on a permanent chassis.

ARTICLE V LANDSCAPING AND YARD RESTRICTIONS AND PROTECTIVE COVENANTS

Trees. The Owner shall plant a minimum of two (2) trees on each lot. Trees presently located on the lot may be counted. No box elder, Siberian (Chinese) elm, American elm, native cottonwood, columnar poplar or other such noxious tree shall be planted on any lot or within the Development unless they are an existing planting on the site.

Fencing Guidelines. Fences must be of wood, pvc or comparable material and shall not be of chain link material. Fences must not exceed six (6) feet in height.

Trash Dumpsters. Trash dumpsters and receptacles must be out of public view on all days other than trash collection days.

Satellite Dishes. All satellite dishes must be located in such a location so as to be hidden from view from the street or public right of way (address street for corner lots), as much as reasonably feasible. No satellite dishes greater than 36" in diameter and those not mounted on the principal structure shall be permitted.

Landscape Structures. Certain landscaping structures may be permitted. These include, but are not limited to gazebos, trellises or arbors, arches, ponds, waterfalls, etc.

Mail Boxes. Permanent mail boxes will be uniform in style and placed in a location at the discretion of the United State Postal Service. Mail boxes shall not be changed or altered without the consent of the U.S. Postal Service. If due to weather, temporary mail boxes are necessary or needed, such boxes will be provided by the homeowner.

**ARTICLE VI
MISCELLANEOUS STRUCTURES OR ITEMS**

No Out-Building or Temporary Structures. Shacks, trailers, unattached garages and most outbuildings are prohibited. No trailer, basement, tent, shack, garage, barn or any other building or structure of a temporary character shall be used on any lot at any time as a residence either temporarily or permanently. Storage sheds not to exceed 120 square feet shall be allowed if design and materials are consistent with that of the home. All other structures or materials must be approved by Architectural Review Committee.

Machinery and Equipment. All machinery, equipment, snow blowers, lawn mowers, woodpiles or storage areas shall be kept indoors and concealed from the neighboring property and streets and public walkways.

Recreational Equipment. Non-permanent Recreational Equipment, including, but not limited to, trampolines, wading pools, hot tubs, skateboard ramps, portable basketball hoops, goals, nets, or other playground equipment, must be stored out of view of the street or public right of way (address street for corner lots), as much as reasonably feasible when not in use. Permanent Recreational Equipment, including but not limited to, swing sets and jungle gyms, must be installed in the rear yards.

Fence. Any fence which exists or will be built by the Developer cannot be removed or altered or relocated without the express written consent of the Committee.

**ARTICLE VII
ACTIVITY RESTRICTIONS AND PROTECTIVE COVENANTS**

Automobiles and Recreational Vehicles. Storage or parking of recreational vehicles, trucks, buses, trailers, boats, campers, mobile homes, or other motor vehicles other than ordinary automobiles, pickup trucks and vans designed to seat no more than ten passengers, for a period of more than seventy-two (72) continuous hours shall not be permitted unless screened from view by fencing or landscaping. No vehicles shall be parked for any period in areas not specifically designated for parking (i.e. yards) as indicated in Zoning Regulations for the City of Vermillion.

Renting Prohibited. No partial lot or residence may be rented or leased. The entire lot including the entire residence may be rented or leased only to no more than two unrelated adults. All rented or leased properties are further subject to the Rental Housing Code of the City of Vermillion.

Businesses. No noxious or offensive trade or activity nor anything that may become an annoyance or nuisance shall be allowed on the Development or a lot or a residence and shall follow all zoning regulations for the City of Vermillion. No trade or activity, as prohibited by statute or ordinance as amended from time to time, shall be carried on upon a lot in the

property, nor shall anything be done which may become an annoyance or nuisance, as defined by law.

Animals. No animals, livestock, poultry, fish, fowl or insects of any kind shall be raised, bred, or kept on any lot except for (no more than three) household pets (cats or dogs). Household pets are not to be bred or maintained for any commercial purpose.

Holiday Decorations. Any and all decorations and/or exterior lights for the purpose of recognition or celebration of a particular holiday or event, including, but not limited to, weddings, graduation parties, birthday parties, block parties, shall be removed from public display no later than thirty (30) days following the conclusion of such holiday or event.

Exterior Maintenance. House exterior including, but not limited to doors, windows, garage doors, gutters and window boxes should be maintained in good condition (i.e. no peeling, cracked paint, or rotted wood). The exterior must be kept free from visible discoloration, mold or mildew.

Model Homes. Any lot within the Development owned by the Developer, or an approved builder, may be used for a model Residence. During the Development Period, the Developer may use any lot owned by the Developer for a temporary structure or for a real estate office with customary development signs.

Roofs. At which time the roof covering of any home should require replacement, such roof shall match or as closely as possible match the other roof coverings within the Development.

ARTICLE VIII GENERAL PROVISIONS

Term. These covenants are to run with the land and shall be binding on all Owners for a period of twenty-five (25) years from the date these covenants are recorded, unless amended as specified below, after which time said covenants are automatically renewed for another twenty-five (25) years from the date of amendment. Covenants expire after fifty (50) years unless renewed by a vote of seventy-five percent (75%) of all property owners at that time. For purposes of voting, each lot shall be entitled to one vote.

Amendment. These covenants shall not be amended within the first sixty (60) months of its recording, unless there is a concurrence of one hundred percent (100%) of the then owners of lots or blocks. Any amendment shall be recorded. Once eighty percent (80%) of the platted single family lots are developed, the covenants may be amended if an instrument signed by a majority of the then owners of the lots, which includes owners of any undeveloped lots, has been recorded, agreeing to change said covenants in whole or in part.

Enforcement. The Developer, any Owner or any other person with legal standing may enforce this Declaration and its Restrictions. Person seeking to enforce this Declaration and its

Restrictions shall be entitled to bring an action at law or in equity and to obtain injunctive relief, specific performance and/or damages including, but not limited to, reasonable attorney fees to the prevailing party. This Declaration shall be construed in accordance with the laws of the State of South Dakota.

Construction and Severability. In the event that any covenant of this Declaration is held to be invalid by any court of competent jurisdiction, such holding or holdings shall not invalidate or make unenforceable any other term, condition, or provision of this Declaration. The remaining covenants shall be fully severable and shall remain in full force and effect.

Dated this _____ of _____ 2013

VERMILLION AREA CHAMBER AND DEVELOPMENT COMPANY

Gerry Tracy, Board President, VCDC

By: _____

Notary Public State of South Dakota, County of Clay, SD

On this the _____ day of _____, 2013, before me, _____, the undersigned officer personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that the VCDC Board President, or designee, who, as authorized per VCDC by-laws, executed the same for the purposes therein contained.

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

Notary Public

My commission expires _____