

Grant Park Addition and Phillips Crossing Addition

DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS AND CONDITIONS

THIS DECLARATION is made on this 8th day of April, 2021 by GRANT PARK CAPITAL, LLC., a South Dakota Corporation, with its principal office located at 47526 252nd Street, Baltic, South Dakota, 57003, hereinafter called the "Developer,"

WHEREAS, the Developer is the fee owner of the real property hereinafter legally described, and

WHEREAS, the Developer intends to develop and offer for sale Lots and Tracts to be located within GRANT PARK and PHILLIPS CROSSING, Additions to Baltic (herein sometimes referred to as the "Development") and is desirous of subjecting all the land located within this Development to certain covenants, easements, restrictions, conditions, and charges as hereinafter set forth; and

WHEREAS, the Developer reserves for itself, its successors and assigns easements for public utilities, drainage and storm sewers which are identified and shown on the plat or plats of GRANT PARK and PHILLIPS CROSSING, Additions to Baltic, South Dakota, filed and to be filed by the Developer to insure the harmonious and systematic development of the Property.

NOW, THEREFORE, the Developer hereby declares that the real property located in Minnehaha County, South Dakota, and legally described as:

Lots 1 through 8, and Lots 10 through 19 of Block 1. Lots 1 through 6 of Block 2, Lots 1 through 6 of Block 3 and Lots 1 through 5 of Block 4 of Phillips Crossing Addition to the City of Baltic, Minnehaha County, South Dakota

And

Lots 1 through 22 of Block 1, Lots 1 through 11 of Block 2, Lots 1 through 14 of Block 3, Lots 1 through 15 of Block 4, Lots 1 through 5 of Block 5, Lots 1 through 14 of Block 6, Lots 1 through 11 of Block 7 of Grant Park Addition to the City of Baltic, Minnehaha County, South Dakota.

(hereinafter referred to as the "Property") shall be held, transferred, sold, conveyed and occupied subject to the conditions, restrictions, easements, charges and liens as hereinafter set forth, which 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 heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions

1.1 Definitions. The following words, when used in this Declaration, shall have the following meanings:

- (a) "Developer" shall mean and refer to Grant Park Capital, LLC., a South Dakota corporation, its successors and assigns.
- (b) "Lot" or "Tract" shall mean and refer to any lot or tract or parcel of land designated as a Lot or Tract shown upon any recorded plat or subdivision map of the property. When used herein, the terms Lot or Tract may be used interchangeably.
- (c) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot (excluding, however, contract sellers and including in their place their

contract purchasers), and excluding any person having such interest merely as security for the performance of an obligation.

(d) "Grant Park Addition" shall mean and refer to all the lands and associated streets and dedicated public access which is and/or will be a part of Grant Park, an Addition to Baltic, Minnehaha County, South Dakota and shown on the plat described herein.

(e) "Phillips Crossing Addition" shall mean and refer to all the lands and associated streets and dedicated public access which is and/or will be a part of Phillips Crossing, an Addition to Baltic, Minnehaha County, South Dakota and shown on the plat described herein.

ARTICLE II

Additional Platting of Grant Park and Phillips Crossing Additions

2.1 The Developer shall have the right, without obtaining the consent of the Owners, to bring within the scheme of Grant Park and Phillips Crossing Additions and this Declaration additional real property which will be described in additional plats to be recorded. Such supplemental plats and Declarations may contain certain modifications and complimentary additions to reflect the different character, if any, of the additional property which will become a part of Grant Park and Phillips Crossing Additions.

ARTICLE III

Easements

3.1 Easements are hereby reserved by the Developer for water, sewer, electricity, gas, telephone, television, and internet.

3.2 Use of Easements. Said reserved easement areas may be utilized for the purposes of ingress, egress, and for the installation, replacing, repairing, and maintaining of utilities placed within the easement areas.

3.3 Dedication. The easement areas reserved by the Developer as shown on the recorded plats of Grant Park and Phillips Crossing Additions are hereby dedicated to those utilities and entities that provide the various services referred to in paragraph 3.1 above.

3.4 Maintenance of Easement Areas. The Owner of a Lot or Tract shall maintain the easement area located upon his Property, except for those improvements for which a public utility or public authority is responsible. No structure, planting or other materials shall be placed or permitted to remain or to interfere with the dedicated easement areas.

ARTICLE IV

Review Committee and Approval of Plans Prior to Construction

4.1 Purposes and Authority. In order to maintain the criteria for standards, to prevent the impairment of the attractiveness of the individual Lots, and to maintain the desired tone of the residential community, and thereby secure to each Owner the full benefit and enjoyment of the Lot with no greater restriction on the free and undisturbed use of a Lot than is necessary to ensure the same advantages for the other Owners, the Developer or individuals appointed by the Developer, including the City of Baltic Building Official will serve as the Review Committee.

- 4.2 Procedure. Before commencing any permanent improvement on or to any of the described Lots, including landscaping, the construction or external alteration of any building, enclosure, fence or any other structure, the Owner shall first submit a site plan and plans and specifications, including as applicable, in the sole discretion of the Review Committee and for the written approval of the Review Committee. In the event the Review Committee fails to approve or disapprove plans submitted to it or to request additional information reasonably required within thirty (30) days after the receipt of the plans, the plans will automatically be considered approved.
- 4.3 Right to Inspect. Any member of the Review Committee shall have the right, during reasonable hours and after reasonable notice, to inspect for the purpose of ascertaining whether or not the covenants contained in this Declaration have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry.
- 4.4 No Waiver of Future Approvals. The approval of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Review Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.
- 4.5 No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the Review Committee shall not bear any responsibility of ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, land use regulations or any other governmental regulations or requirements. The Developer or individuals appointed by the Developer, including the City of Baltic Building Official serving as the Review Committee shall not be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any unit.

ARTICLE V

Restrictions

- 5.1 Zoning and Yard Requirements. The Property is zoned single-family residential. The size of the Lots, maximum height of structures and the permitted uses as contained in the Ordinances shall, as a minimum, comply with the applicable ordinances and regulations of Baltic, South Dakota. Minimum yard requirements are as follows: front yard setback 25 feet; side yard setbacks 7 feet; rear yard setback 25 feet.
- 5.2 Land Use. No Lot shall be used for any purpose except for a single-family residential dwelling. No Lot in the Property may be reduced in size or re-platted to any Tract smaller than the whole of the Lot as presently platted, except by the Developer. Lot owners may purchase additional lots. However, each additionally purchased lot will be for the sole purpose of building a single-family residential dwelling. Lot owners may, with the approval of the Developer, purchase additional adjacent lots for the purpose of combining into one larger lot. The lot owner is responsible for the expense of all surveying and re-platting. This combined lot will be for the sole purchase of building a single-family residential dwelling and shall follow the guidelines in Article V Section 5.3. Free standing buildings requirements as outlined in Article V Section 5.3(s) must be followed for the combined lot.
- 5.3 Style and Nature of Buildings. No building shall be constructed, altered, or permitted to remain on any Lot in the Property other than a single-family dwelling. 1 Story, 1 ½ Story, Split Foyer, Multi-Level and 2 Story homes are allowed. No structure shall exceed two stories in height above the highest point on the Lot where the surface of the earth contacts the structure. No single-family building structure of any type may be moved onto a Lot or foundation. No wood foundations are allowed. All building construction must comply with the restrictions and requirements of these covenants, any County or City Ordinances, amendments or building code requirements of Baltic, South Dakota. All external furnaces, air conditioners, heat pumps and other items or devices of like or similar nature shall be concealed from the public view.

by foliage or appropriate screening devices. Construction, once commenced on any Lot, must be diligently and steadily pursued until completion. Each dwelling constructed on the Property shall conform to the following requirements:

- (a) For purposes of these restrictions, "surface level" is the first or main floor level that is entirely upon the surface of the earth. Any floor level that is in whole or in part below the surface of and/or surrounded by earth shall not be considered a "surface level". Garages and open porches are excluded in square foot area calculations.
- (b) All dwellings shall have a fully enclosed double garage or larger to serve the principal residence. All such garages must be permanently constructed on concrete foundations, and the exterior shall be in conformance with the principal residence.
- (c) 7,000 to 10,000 square foot lot: Minimum 1,000 surface level square footage and two stall garage.
- (d) 10,001 to 12,000 square foot lot: Minimum 1,200 surface level square footage and two stall garage.
- (e) 12,001 to 15,000 square foot lot: Minimum 1,500 surface level square footage and three stall garage.
- (f) 15,001 to 20,000 square foot lot: Minimum 1,800 surface level square footage and three stall garage.
- (g) 20,001 and greater square foot lot: Minimum 2,000 surface level square footage and three stall garage.
- (h) Timeframe to start building construction will be 15 months from the closing date.
- (i) Timeframe to complete building construction will be 9 months from start building date.
- (j) Yard must be seeded or sodded within 9 months of the erection of the dwelling.
- (k) All hedges or shrubbery shall be kept and maintained in neat condition and appearance and may not exceed five (5) feet in height.
- (l) At least one tree of at least one and one-half inches in diameter shall be planted in the front yard of each dwelling within 9 months of the erection of the dwelling. Evergreen trees must be a minimum of 18 inches in height at the time of planting. Trees shall be proportionally spaced with respect to other trees and existing structures, as well as at least 7 feet from the property line. No Box Elder, Cottonwood, Elm, Ash or Poplar shall be planted on any Lot.
- (m) One garden will be allowed. However, it will be placed in the backyard with a maximum of 200 square feet and nothing growing higher than 4 feet.
- (n) Only natural wood, brick, stucco, natural stone, textured hardboard (lap application) or oriented strand board (lap application) shall be used as siding materials on the structures located within the Lot. No plywood, hardboard, or oriented strand board siding in the form of panels or sheets shall be used as siding. All roofs shall be covered with cedar shingles, cedar shakes, clay tile, asphalt: or fiberglass shingles.
- (o) At minimum, 100 square foot of the street facing siding will be brick or rock.
- (p) 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.
- (q) All roofing, siding, and colors at time of original construction or future changes thereto shall be submitted to and approved by the Review Committee. Exterior colors allowed are: earth tone colors on siding, intended to mean a color scheme that draws from a color palette of browns, tans, warm grays, greens, blue, along with white. Roof slopes shall be a minimum 5:12.
- (r) All driveways and walkways shall be constructed of concrete, stone, or brick.

- (s) Free stand buildings, other than your main dwelling, shall be allowed only on square foot lots of 12,001 and greater. The structure must be similar in materials, style, design, and appearance as the main dwelling. The structure may not be placed in the front yard. The minimum and maximum square foot of surface level will be determined by what is allowed by City Ordinance.
- (t) All sidewalks on a Lot are required and paid by the Owner. The sidewalk width will be 5 feet.
- (u) The front yard of any lot shall not be fenced. The rear yard of any lot may be fenced, provided that any such fence includes but not limited to, vinyl coated chain-link fence that is black or brown in color, rod-iron style decorative fencing, and vinyl or similar material privacy fence and its exterior color is complimentary of the main dwelling. Net type fences constructed of chains or ropes and wooden are not permitted. Opaque fencing for screening a patio or deck or any other fence requests may be permitted in the sole discretion of the Review Committee. All fencing will have a 48- inch height maximum and must comply in all respects with all applicable city regulations, codes, and ordinances.
- (v) Above-ground or in-ground swimming pools are only allowed on 10,001 or greater square foot lots. The entire swimming pool must be enclosed by a 48" fence and at least one lockable gate. All city ordinances must be followed. The only exception is a kiddie pool.
- (w) Dog runs, or kennels shall not be permitted in the front yard or the required rear yard and side yard setbacks, and the size of the dog runs, or kennels must contain no more than 72 square feet. Materials for the dog runs or kennels must be approved by the Review Committee.

Article VI

Prohibited Activities.

- (1) Modular homes, mobile homes, tents, shacks, barns, temporary buildings, manufactured houses, structures of a temporary character or existing houses and garages. Temporary Sales Offices to be used by the Developer shall be permitted.
- (2) Satellite dishes, except those less than 4 feet in diameter, which shall be in the rear yard not any closer than 20 feet from the rear and side yard lot lines except a permissive satellite dish must be at least 25 feet from the rear lot line. If attached to the structure, the dish may not extend more than 5 feet above the roof line at the point of attachment.
- (3) Recreational vehicles (RV's), campers and camping trailers except and while loading and unloading, and except those RV's that are owned by guests. RV's, boats, and trailers, unless garaged, shall not be parked on the Property for more than 72 hours.
- (4) Animals, livestock, or poultry of any kind raised, bred or kept on any Lot, except that dogs or cats may be kept provided that they are kept, bred or maintained for no reason other than as household pets.
- (5) Business enterprises, including self-employed businesses where the public is invited, except for those businesses that are allowed by City Ordinance.
- (6) The operation of non-licensed road and recreational vehicles, except golf cars, shall not be permitted on any of the Lots subject to these covenants and restrictions.
- (7) No noxious or offensive activity, as defined by law, 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.
- (8) Window or wall heating units and window or wall air conditioning units.

- (9) Wind turbines or solar panels except those less than 5 feet in diameter, if attached to the structure, the turbine or panel may not extend more than 5 feet above the roof line at the point of attachment and may not be seen from any angle from the street.
- (10) Mining activities, private water wells, and private septic sewer systems.
- (11) Spot- lights, flood lights or other lighting that interferes with the enjoyment of adjoining or neighboring Lots.
- (12) No unsightly or unkept conditions shall be seen from any angle from the street, including but not limited to; permanent clotheslines, portable basketball hoops, woodpiles, rain barrels, and compost bins.

Article VII

Required Activities.

In addition to said prohibited activities, Owners of Lots within the Development shall do and perform the following:

- (1) Owners of vacant Lots must keep and maintain those Lots in a neat and clean appearance. Each Lot shall be regularly mowed to keep the length of grass and weeds growing thereon at six inches or less, and weeds shall be sprayed at least annually. Upon failure to comply with this covenant, and after three days' notice is given, the Developer may perform such maintenance as is necessary and bill the Lot Owner, as provided herein, for all expense incurred.
- (2) Refuse and rubbish. No Lot shall be used or maintained as a dumping ground. Garbage or other waste shall be kept within sanitary and recycling containers, and shall be stored either within garages, or within a screened device for that purpose.
- (3) Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six square feet advertising a celebration announcement, a residence for sale, or garage sale, signs used by the Developer or a Contractor to advertise the property during the construction and sales period. Exception: 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.
- (4) Removal of Soil and Grade Level. No soil shall be removed from the Addition resulting from any excavation without first obtaining the written approval of the Developer. There shall be no material change in the grade levels as they now exist without approval of the Review Committee.
- (5) Runoff and erosion shall be controlled on site during construction with erosion control barriers. All disturbed ground areas of a building site shall be sodded, seeded, covered with plants, or mulched with approved landscape materials.
- (6) All dwellings and structures, drives and walkways, fencing, landscaping including trees and turf shall be properly maintained. If property is not properly maintained, written notice will be given by the Review Committee and a reasonable time period will be allowed within which repairs must be made.

ARTICLE VIII

General Provisions

8.1 Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifteen years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods often years unless an instrument signed by a majority of the then owners of the Lots within the Addition has been recorded in Minnehaha County, South Dakota. Register of Deeds office agreeing to change said covenants in whole or in part.

8.2 Amendment. These Covenants may be amended during any term as follows:

(a) By Developer at any time on the unsold Lots in the Development.

8.3 Enforcement. Upon the sale of all the lots subject to this Declaration, Developer may but shall have no duty to enforce or ensure compliance with the covenants and restrictions contained herein. Any person or persons with any interest in the property affected by this Declaration may enforce the terms and conditions contained herein. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

8.4 Failure to Enforce: The failure to enforce any of the Covenants herein set forth as to any violation by the Developer, its agent(s) and/or assignees, or any property Owner, of any term, condition or covenant contained herein shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or different term, condition, or covenant herein. Moreover, no such failure to enforce shall entitle any Owner to claim, sue for, or receive any damages or other payment from developer. In addition, if Developer is named by any Owner in any legal action, Developer shall be entitled to recover from said Owner reasonable attorney fees in defending said action.

8.5 Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated as of the month, day and year written above.

GRANT PARK CAPITAL, LLC

Brian D. Hefty

Brian D Hefty, President

STATE OF SOUTH DAKOTA)

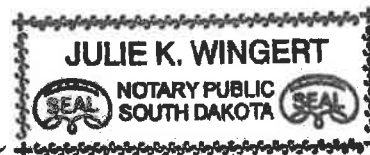
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COUNTY OF MINNEHAHA)

On this 8th day of APRIL 2021 before me, the undersigned officer, personally appeared. Brian D Hefty, who acknowledged himself to be the President of Grant Park Capital, LLC., a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

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

Julie K. Wingert
Notary Public (SEAL)



My Commission Expires: 12/12/2025