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By BN COVNT

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RIDGEVIEW ON FOSTER DEVELOPMENT RESTRICTIVE COVENANTS

17th RESTRICTIVE COVENANTS (these “Covenants”) is made and executed this day of March, 2025, by Mitchell Area Development Corporation, a South Dakota nonprofit corporation, of 601 North Main Street, Mitchell, South Dakota 57301 (“Owner”) and Mitchell Area Housing Inc., a South Dakota nonprofit corporation, of 601 North Main Street, Mitchell, South Dakota 57301 (“Developer”).

RECITALS

A. Owner is the owner of the following described real property, to-wit:

Lots One through Six (1-6), Block 1-A; Lots One through Ten (1-10), Block 1-B; Tract DR1-A; Block 2-A; Lots One through Nine (1-9), Block 3-A; Lots One (1) and Two (2), Block 4-A; Lots One through Thirteen (1-13), Block 5-A; Block 6-A, all in Ridge View on Foster Addition in the Northwest Quarter (NW1/4) of Section Twenty-three (23), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., City of Mitchell, Davison County, South Dakota (the “Property”),

upon which Property Developer is completing a real estate development project to be known as “Ridgeview on Foster” (the “Development”).

B. The purpose of these Covenants is to adopt a comprehensive plan for the development of the Property and to adopt regulations that will exclude and prevent nuisances while enhancing each homeowner’s peace and tranquility, thereby ensuring each homeowner the full benefit and enjoyment of their home with no greater limitations on the free and undisturbed use of their home than is necessary to assure the same advantages to all neighbors. These Covenants shall be applicable to each and every lot included in the blocks within the Property (except as otherwise noted herein), and they do hereby and by these presents impose upon said lots and blocks, the following restrictive covenants or conditions. However, these Covenants do not apply to any designated “Green Space,” such as adjacent to Lot 1, Block 3-A.

C. Developer represents that certain of the lots within the Development are part of an Affordable Housing Tax Incremental Financing District (“TIF”). As a result of the TIF, the cost/price limitations set forth in Section 1 below are required as part of said TIF. The cost/price limitations shall remain in place only for the term of the TIF (i.e., a maximum of twenty (20) years) and shall apply only to initial construction costs/initial sale price of a lot and completed residential home or twin home.

NOW, THEREFORE, Developer hereby declares that the Property hereinabove described shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions and easements as hereinafter set forth, which conditions, covenants, restrictions and easements shall run with the real property and shall be binding upon all parties having any right, title or interest in the real property or any part thereof, together with their respective heirs, personal representatives, successors and assigns.

1. AFFORDABLE HOMEOWNERSHIP. Since the intent of the Developer is for affordable home ownership, all homeowners within the Development, other than homeowners of Lots One through Five (1-5), Block 1-A and Lots One through Five (1-5), Block 1-B, and other than the lots designated as twin home lots as set forth in Section 7 below, are prohibited from leasing or renting their primary residence for any purpose, except as set forth in Section 3(h) and 7(d). If a homeowner sells their primary residence, said homeowner will be allowed a value of the Original Purchase Price plus any increases as allowed by the Federal Housing Finance Agency’s House Price Index (HPI) – the excess shall be remitted to Mitchell Area Housing Inc. at closing of the sale to be used for more future affordable housing. The allowable purchase price can be determined by accessing the HPI calculator located at the Federal Housing Finance Agency’s website.

FHFA HPI Calculator | Federal Housing Finance Agency

2. ARCHITECTURAL COMMITTEE. The Developer will act as the Architectural Committee for the Development until such time as all lots have been sold. The Developer, in that capacity, will review and approve plans for the Development. At the time the last lot in the Development is sold, the Architectural Committee will be terminated.

3. BASIC COVENANTS AND RESTRICTIONS GOVERNING ALL LOTS LOCATED WITHIN THE DEVELOPMENT. All lots located within the Development shall be subject to and governed by the following covenants and restrictions:

- (a) Homes shall be designed with a minimum of two (2) different ridgelines and cannot be a perfect rectangle or square.
- (b) All siding shall be solid cementitious, wood, composite or approved quality vinyl prefinished siding and of a neutral or earth-tone color, except for the South Dakota Housing Governors homes placed in the Development.

- (c) Fences must be of wood, PVC, white vinyl, or comparable material and shall not be chain link material. Posts for a fence shall be on the inside of the fence or built into the center of the fence. Fences shall not be higher than six feet (6') except on the required front yard where they must be no more than four feet (4') in height.
- (d) Any above grade entry landings must be architecturally compatible with home and must be constructed of concrete, wood or composite decking and railing.
- (e) Owner's Obligation to Repair or Rebuild. The owner of each unit, at the owner's own cost and expense, shall repair and maintain the buildings and improvements, to include any fences, on the portion of the real property owned by such owner and keep the same in a condition comparable to the condition the same were in at the date hereof, reasonable wear and tear accepted. Should all or any portion of a building or improvement be damaged or destroyed by fire or other casualty, it shall be the duty of the owner to rebuild, repair or reconstruct the same with all due diligence in a manner that will substantially restore it to the appearance and condition it was in immediately prior to the casualty. Such rebuilding, reconstruction or repair shall be undertaken within thirty (30) days after the damage occurs and shall be completed within six (6) months thereafter unless prevented by causes beyond the control of the owner.
- (f) All machinery, equipment, snowblowers, lawn mowers, woodpiles and storage areas shall be kept concealed from the neighboring property, streets and public walkways.
- (g) Each developed lot shall require at least one (1) planted tree, and the owner of such lot shall be responsible to water such tree(s) to maintain the life of the tree(s) in the first four (4) years. Landscape rock shall not be permitted within the City right-of-way (the boulevard shall consist of grass).
- (h) No building whatsoever, except a private dwelling house, single family or multi-family owner occupied dwelling, including a private garage, shall be erected, placed or permitted on the premises or any part thereof, and such dwelling house shall be used as a private owner occupied residence only, except for the exceptions set forth in Sections 1 and 7(d). Notwithstanding the foregoing, renting of any residence may be allowed during a sales period of said residence of up to six (6) months, with the rental amount to be at or below the calculated rent for the State of South Dakota 80% area median income being utilized by the South Dakota Housing Development Authority at the time such rental agreement is entered. All such houses must be "site built" or "moved on" conventionally built new homes or off site constructed modular homes that meet all local and state residential

building codes, not including those commonly referred to as mobile or manufactured homes or any other type of home that has a permanently attached frame or carrier. All such homes shall have no less than a nominal 4/12-roof pitch, and be no less than twelve inches (12") in eave width and twelve inches (12") on the gable end.

- (i) No construction shall commence on any lot until Developer has approved construction plans. Construction must begin within twelve (12) months of lot purchase and be completed within eighteen (18) months of the construction commencement date, unless approved in writing by Developer.
- (j) The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than eight hundred sixty (860) square feet for single level ranch, or split foyer, homes, or six hundred (600) square feet on each level for a multi-level home, unless approved in advance by developer. One storage shed shall be allowed, being no larger than one hundred fifty (150) square feet, siding and shingles shall be of the same material and color as the house on that lot.
- (k) There shall not be erected on any part of the Property any building in which shall be carried on any business activity, noxious, or detrimental to the use of the land in the vicinity of the premises for private residences, nor shall the conveyed premises be used for any purposes that, as a matter of common experience, tend to create a nuisance.
- (l) Each lot owner shall be responsible to construct sidewalks upon their lot as required by the City of Mitchell. Additionally, each lot owner agrees to construct a concrete driveway appropriate to the size of the garage and approved by Developer. Gravel driveways are not allowed.
- (m) Setbacks: defer to City codes. No lot shall at any time be re-platted or subdivided to a smaller lot, or be platted in any manner other than as now shown on the recorded plat development unless prior written consent is first obtained from the Developer.
- (n) Slope control shall be maintained so not as to create erosion or sliding problems, or which may change the direction or flow of drainage on back and side lot lines easements as shown on the final plat or obstruct or retard the flow of water through each lot and all improvements in them shall be maintained continuously by the owner of such lot except for those improvements for which a public authority or utility company is responsible. No lot owner shall permit or authorize any obstruction to the

natural or Developer-planned drainage of such property. The sump tank in the basement is to drain to the street. Top of foundation wall elevation for homes is recommended to be approximately 30" maximum above the top of curb.

- (o) All homeowners shall purchase fire insurance with extended coverage and endorsements insuring all buildings and improvements on the real property but not including furniture, furnishings or other personal property belonging to the owners of the units. Such policy of insurance shall be in an amount equal to 100% of the replacement value of all buildings and improvements and shall provide coverage to the owners and their respective mortgagees, if any. Each policy shall contain a South Dakota standard mortgagee clause in favor of each mortgagee which shall provide that the proceeds shall be payable to such mortgagees as their interest may appear. All homeowners shall be responsible for their own insurance on the furniture, furnishings and personal property owned by them, and said homeowners shall also purchase and maintain a policy of public liability insurance with such limits as each owner may determine. The premiums for the insurance on the personal property and for the public liability shall be the responsibility of the respective owner.

4. PROHIBITED ACTIVITIES. The following activities and structures are hereby prohibited:

- (a) In the interest of public health and sanitation, and so that the platted land and all other land in the same locality may be benefited by a decrease in the hazards of pollution, and by the protection of water supplies, recreation, and other public uses thereof, no homeowner will use the Property for any purpose that would result in the pollution of the lots or Property adjacent to said lots by refuse, sewage or other material that might tend to pollute the lots or surrounding Property.
- (b) Campers, boats, motor homes, fifth wheel trailers, work vehicles and commercial trailers (pull type, mounted or motor driven) may not be stored or parked on any street in the subdivision for more than forty-eight (48) hours. Any long-term off-street parking of such normal size campers or any vehicle must be located in back of the front line of the home located on the garage side of the owner's home and lot on a concrete pad. No unlicensed vehicles will be permitted on any lot, unless stored within a garage.
- (c) Trucks (larger than one-ton pickups) may not be parked in any private driveway or on development roads except during construction, service calls, retail deliveries, or an owner moving in or out.

- (d) No manufacturing or commercial enterprise or enterprises of any kind shall be maintained on, in front of, or in connection with the property, nor shall such property in any way be used for other than strictly residential purposes, with the exception of licensed daycare facilities or a garage sale not exceeding three (3) days in length.
- (e) No excavation for stone, gravel, or earth shall be made upon the lots except for swimming pools, walls, basements, or cellars of dwellings.
- (f) No signs, billboards, or advertising devices of any kind, except those used in any subsequent sale of the platted property (no larger than 2' x 2'), shall be placed or otherwise installed on any lot or building. One 2' x 2' election-related sign per lot shall be allowed during the time allotted by the City of Mitchell for such signs.
- (g) No person required to register with a designated registering agency pursuant to SDCL 22-24B may permanently reside on a Lot. As used in this section "resides" means living in or possessing any portion of a Lot.
- (h) No propane tanks for heating purposes are allowed except during construction.
- (i) For termite control, there shall be no wood chips used for landscaping. Firewood or lumber shall not be piled on or stored out of doors; exceptions would be new lumber for building purposes.
- (j) Solar panels will be allowed, but only on a non-street side of the roof of the residence. No wind tower generators of any type are allowed.

5. MAINTENANCE OF LOTS. All lot owners shall keep their lot or lots mowed and reasonably free from weeds and shall not permit the accumulation of debris on said lot. Upon failure to meet this covenant and after three (3) days' written or email notice is given to said owner, the Developer may, so long as it still owns one or more lots in the Development, complete the correction needed and bill the lot owner for all cost and be reimbursed.

6. EASEMENTS. An easement over and under the ground for all utility installation, maintenance and operation is reserved for Public Utilities as shown on the plat. Within this easement, no structure or planting (other than grass) shall be placed or permitted to remain unless approved by the Developer and/or the City of Mitchell. Replacement of plantings or fences, which must be removed, to maintain utilities will be at the lot owner's expense.

7. SPECIFIC REQUIREMENTS FOR ALL TWIN HOME LOTS LOCATED WITHIN THE DEVELOPMENT. The following lots within the Development, to-wit:

Lots One through Nine (1-9), Block 3-A, Ridge View on Foster Addition in the Northwest Quarter (NW1/4) of Section Twenty-three (23), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., City of Mitchell, Davison County, South Dakota,

are designated as twin home lots and shall also be subject to the following specific requirements:

- (a) Common Wall. The units of the twin home constructed upon any of the lots set forth above shall have a common wall, and the owners of the units shall have the right to use the common wall jointly with each other. Should any common wall be damaged or destroyed by the negligence or other act or omission of an owner of a unit or an occupant or other invitee of the owner, the owner causing such damage or destruction shall rebuild or repair the wall and shall compensate the owner of the other unit for any damages to the property of that party. Should the common wall be damaged or destroyed as the result of any cause other than the act or omission of an owner of a unit or an occupant or an owner's invitee, the wall shall be repaired or rebuilt at the joint expense of the owners of the units, provided that any sum received from insurance against such injury or destruction shall first be applied to the repair or restoration of the wall. Should there be a dispute or controversy as to any matter relating to a common wall, the same shall be submitted to the arbitration of two disinterested and competent persons mutually chosen who shall select the third, and the arbitration of such matter shall be an express condition precedent to any legal or equitable action or proceeding of any nature. The provisions herein set forth as respects a common wall shall be perpetual with the covenants herein running with the real property herein described, but nothing herein shall operate to convey to any party the fee to any part of the land owned by another party, the creation of rights to the common wall being the sole purpose of this paragraph.
- (b) Roof. The twin home shall share a common roof. In the event any part of such common roof shall be damaged or destroyed, the roof shall be repaired or restored, with the cost thereof being prorated between the owners of each of the twin home based upon the square footage of their respective units, provided, that any sum received from insurance covering the roof shall be first applied to the repair or restoration thereof.
- (c) Color. The exterior of the buildings and improvements on the real property to include the roofs of the units shall remain the same color they are in as of the date of completion of the twin home, and no owner of a unit shall change any of such colors without the written permission of the owners of the other unit.

- (d) Rental of Units. So long as the owner of both twin home units resides in/occupies one of the units in said twin home, said owner shall be allowed to rent the other unit to a third party.
- (e) Insurance. The owners of the twin home units shall jointly purchase fire insurance with extended coverage and endorsements insuring all buildings and improvements on the real property but not including furniture, furnishings or other personal property belonging to the owners of the units. Such policy of insurance shall be in an amount equal to 100% of the replacement value of all buildings and improvements and shall provide coverage to the owners of each unit and their respective mortgagees, if any. Each policy shall contain a South Dakota standard mortgagee clause in favor of each mortgagee which shall provide that the proceeds shall be payable to such mortgagees as their interest may appear. The owner of each unit shall be responsible for their own insurance on the furniture, furnishings and personal property owned by them, and the owner of each unit shall also purchase and maintain a policy of public liability insurance with such limits as each owner may determine. The premiums for the insurance on the personal property and for the public liability shall be the responsibility of the owner of each unit.

8. COVENANTS TO RUN WITH THE LAND. These restrictive Covenants were made for the benefit of all future owners of the lots in the subdivision, as well as Developer, and are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these Covenants are recorded, after which time, said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots in the subdivision has been recorded, agreeing to change said Covenants in whole or in part.

The invalidation of any one of these covenants by Judge or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

9. ENFORCEMENT. Developer and/or individual lot owners benefited by Covenants may enforce these conditions, covenants and restrictions using any available legal or equitable remedies, including, by way of example only, affirmative or restrictive injunction. In the event of litigation to enforce these conditions, covenants and restrictions, the non-performing party or the party violating any of the conditions covenants and restrictions shall reimburse the Developer and/or individual owners for all out-of-pocket expenses (including actual attorney's fees and court costs) incurred in successfully enforcing these conditions, covenants, and restrictions.

10. MODIFICATIONS. No modifications of the provisions hereof shall be permitted without the written consent of the owners of at least sixty-five percent (65%) of the lots. For the purposes hereof, each owner shall be entitled to one (1) vote for each lot owned.

IN TESTIMONY WHEREOF, Owner and Developer have caused these presents to be executed the day and date first above written.

MITCHELL AREA DEVELOPMENT CORPORATION OWNER

By Mike Lauritsen
Mike Lauritsen, CEO

MITCHELL AREA HOUSING INC. DEVELOPER

By Terry Sabers
Terry Sabers, Its President

STATE OF SOUTH DAKOTA
SS
COUNTY OF DAVISON

On this the 17th day of March, 2025, before me, the undersigned officer, personally appeared Mike Lauritsen, who acknowledged himself to be the CEO of Mitchell Area Development Corporation, a South Dakota nonprofit corporation, and that he as such CEO being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as CEO.

In Witness Whereof I hereunto set my hand and official seal.

Sherry Kirby
Notary Public

My Commission Expires: 11-26-2026



STATE OF SOUTH DAKOTA
SS
COUNTY OF DAVISON

On this the 14th day of March 2025, before me, the undersigned officer, personally appeared Terry Sabers, who acknowledged himself to be the President of Mitchell Area Housing Inc., a South Dakota nonprofit 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 President.

In Witness Whereof I hereunto set my hand and official seal.

Sherry Kirby
Notary Public

My Commission Expires:
11-26-2026

