

Whispering
Hills
SD

6 747

Carl E. Myers and Linda L. Myers, husband and wife, their heirs or assigns, in fee simple forever.

This conveyance is subject to the following restrictions which shall be construed as covenants running with the land for the benefit of the Grantors, their heirs and assigns, as well as all other property owners to whom the Grantors may in the future convey land:

WHISPERING HILLS SUBDIVISION
DECLARATION OF PROTECTIVE COVENANTS

This subdivision shall be subject to the following protective covenants, which covenants are to run with the land:

1. The Grantors hereby dedicate to the property owner use forever, all streets and rights of way dedicated for public use by the Grantors, their heirs and assigns.

2. The Grantors may assess each lot owner a sum not to exceed FORTY DOLLARS (\$40.00) per year, per lot, for the use, upkeep and maintenance of the roads within all sections of said subdivision, and such other common facilities as the said Grantors may provide therein. The rights and responsibilities as created by this paragraph may be delegated to this paragraphed shall constitute a lien on each and every lot within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 31st day of January next following the purchase of said lot, and on or before the 31st day of each January thereafter. Where more than one lot is owned by a party or parties, in the event of a resale by them of one or more of said lots, then the obligation to pay applies to said lots without any provisions therein specifically so provided.

3. The Grantors reserve unto themselves, their heirs or

assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or rights of way therefore, with the right of ingress and egress for the purpose of erection or maintenance on, over, or under a strip of land sixteen (16) feet wide at any point along the side, rear, or front lines of any of said lots.

4. No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any lots herein designated; not upon any building erected thereon, except directional and information signs of Grantors. This covenant shall not prohibit the use of a professional signs by the owner or bona fide real estate agents and/or builders.

5. No lot in said subdivision may be re-subdivided.

6. 12" diameter culverts must be used in all driveways leading from main subdivision roads.

7. No trucks, buses, old cars or unsightly vehicles of any type or description may be left or abandoned on said lots.

8. Nothing herein is to be construed to prevent the Grantors from placing further covenants or easements on any lot in said subdivision which shall not have already been conveyed by them.

9. If the parties hereto, or nay of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to prosecute any preceding at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues fro such violation.

10. Invalidation of any one of these covenants by

judgment or Court order, shall in nowise affect any of the other provisions which shall remain in full force and effect.

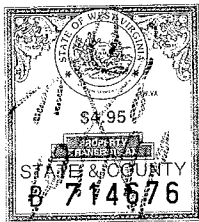
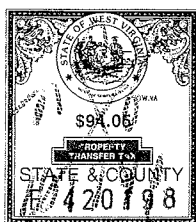
11. All outside toilets, drainage fields and septic tanks constructed on said lots shall conform to the regulations of the appropriate County and State Health Department, and be placed in a secluded area whenever possible.

12. Garbage must be kept in covered metal containers or buried. Trash must be kept in wire or metal containers or buried. Rubbish containers must be kept inconspicuously. Lot must be maintained in a sanitary manner.

13. All of said lots shall be used for residential purposes only, and no commercial activities of any kind or description shall be conducted on or about said lot.

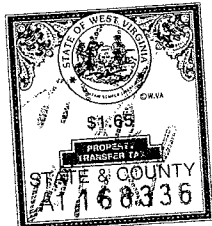
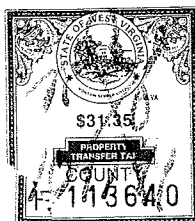
14. Motor bikes, motor cycles, and all other vehicles shall be used and operated within said subdivision in a manner so as not to endanger the lives of other persons and property, and in such a manner that the noise and the operation thereof shall not constitute a nuisance or disturbance to other lot owners.

WITNESS the following signatures and seals:



Ralph E. Davis (SEAL)
RALPH E. DAVIS

Virginia M. Davis (SEAL)
VIRGINIA M. DAVIS



Ralph B. Orum (SEAL)
RALPH B. ORUM

Velma L. Orum (SEAL)
VELMA L. ORUM