

EXHIBIT B

PROTECTIVE COVENANTS PIERRE ECONOMIC DEVELOPMENT CORPORATION INDUSTRIAL PARK

Whereas, Exhibits “A” and “C” are attached hereto and show the location of this area, and states the applicable municipal ordinances respectively, which said exhibits hereto are made a part by this reference;

Whereas, The Pierre Economic Development Corporation (The Corporation) intends to develop and sublease lots and tracts as shown in said plat and is desirous of subjecting all parcels within the development to certain covenants, easements, restrictions, conditions and charges as hereinafter set forth;

The Corporation does hereby impose and charge all parcels within the Pierre Industrial Park with certain exceptions, covenants, agreements, easements, restrictions, conditions, and charges set forth therein, hereby specifying that said impositions and charges shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future lessees in said development.

I. EASEMENTS RESERVED

Easements and rights-of-way for utilities, storm sewer, and drainage purposes and functions are hereby expressly reserved to The City of Pierre, The Corporation, their successors and assigns over the areas as shown on Exhibit “A” for that use, including, but not limited to those easements hereinafter granted.

Such easements may be used for the construction, installation, maintenance, repair, alteration, operation, and location of underground electric or communication cables, storm drainage or sanitation sewers, fire hydrants, pipelines for supplying gas, water, or heat, including mains and service pipes in, into, upon, over, across, and under the designated easement land and area as shown and represented on and in Exhibit “A”.

The lessees of lots and tracts within this development shall at their own cost and expense keep and preserve that portion to the easement and right-of-way within their own property lines at all times in good condition of repair and maintenance.

II. LAND USE

This property shall be used only for those purposes as permitted by the zoning ordinances of The City of Pierre, the environmental laws of the State of South Dakota, and as approved by The Corporation’s Board of Directors.

- 1. Type of Construction.** The exterior walls of all buildings shall be constructed of masonry or painted steel materials. The foundation shall be of concrete and the frame shall be of steel or ridged wood construction. The kind, type, and use of materials shall be subject to the Ordinances of The City of Pierre (Uniform Building Code) and paragraph 2 following.
- 2. Approval of Plans.** Before commencing the construction or alteration of any buildings, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to any site or lot, the lessee or potential lessee shall first submit site plans and specifications therefor to The City of Pierre, and The Corporation, and its consulting architect, for their written approval. In the event that The City of Pierre and The Corporation shall fail to approve or disapprove such building specifications, and site plans within the thirty (30) days after they have been submitted to them, such approval shall not be required and this covenant will be deemed to have been complied with.
- 3. Parking Facilities.** Occupants of tracts or lots within this development shall provide at least 1 standard space for each 1 ½ employees except where otherwise required by city ordinance (see Exhibit “C”). All parking shall be crushed gravel or hard surfaced, and be maintained for vehicular use.
 - A.** In no case shall any storage, servicing, or dismantling of automobiles or other vehicles, or loading or unloading operations, be permitted in the required parking areas.
- 4. Loading Area.** All loading and unloading operations shall be off-street. No loading or unloading shall be permitted in the parking or lawn area, or in a location that will interfere with ingress or egress thereto. Loading areas shall be crushed gravel or hard surfaced. No loading docks shall be constructed facing any public street or highway unless the loading dock and every part thereof is at least seventy-five (75) feet inside of the lot line of the street or highway on which said loading dock fronts.
- 5. Outdoor Signs.** Outdoor signs identifying the name, business, and products of the occupant of any given site may be utilized with the prior written approval of The Corporation. Such signs shall not be larger than six (6) feet in height and ten (10) feet in length, and be located in conformance with City ordinance 12-7-109.3 (see Exhibit “C”). Appropriate logos will be permitted.
- 6. Maintenance of Undeveloped Areas.** That portion of each tract that is not improved with buildings, parking facilities, loading facilities, and lawn area shall be seeded to cover planting to a height not to exceed approximately eighteen (18) inches and at all times shall be attractively maintained.
- 7. Fences.** All fencing for screening, security or other purposes, shall be attractive in appearance and shall be of an all-metal, industrial type of galvanized or nonferrous material. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the building setback lines set forth in attachment “C”, page 8, section 12-7-108, except with prior written approval of The Corporation.

- 8. Exceptions and Modifications.** The Board of Directors of The Corporation shall be authorized to make such exceptions to, or modifications of, these protective covenants as unusual circumstance or special situations may warrant; provided, however, that such exception or modifications shall not invalidate these covenants in principal or general objectives.
- 9. Duration.** These covenants are appended to the Corporation's lease for its Industrial Park and shall be binding upon all present and future subleasees of any part thereof until such time as The Corporation no longer holds a lease with The City of Pierre for said property; provided however that The City of Pierre may continue enforcement of these covenants.
- 10. Severability.** If any paragraph or part thereof of this Declaration be declared invalid, illegal, or inoperative for any reason, the remaining parts so far as possible and reasonable, shall remain fully effective and operative.
- 11. Enforceability.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, with such remedy available either to restrain violation or recover damages.