

Prepared by Nancy Wenande  
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Yankton, SD 57078  
605-665-3636

**GARDEN ESTATES DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
REVISION A**

**PRELIMINARY STATEMENT**

WHEREAS the undersigned are the owners of certain real property located within Yankton County, South Dakota, and described as follows:

Lots 1-12 of Block 1; Lots 1-11 of Block 2; Lots 1-6 of Block 3; Lots 1-19 and Out-Lot 1 of Block 4; Lots 1-18 of Block 5; Lots 1-6 and Out-Lot 2 of Block 6; Lot 1 of Block 7; Lots 1-15 of Block 8; Lot 1 of Block 9 Garden Estates Subdivision; and Tract 2 of Law Addition located in the NW ¼ of the SE ¼ of Section 2, Township 93 North, Range 56 West of the 5<sup>th</sup> P.M., Yankton County, South Dakota and approximately two (2) acres described as NE ¼ SE ¼ of Section 2, Township 93, Range 56, Yankton County South Dakota.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot." The undersigned, who is referred to herein as "Declarant," desires to provide for the preservation of the values of and amenities of such community and for the maintenance of the character and residential integrity of the Lots.

NOW, THEREFORE, the Declarant hereby declares that each and all the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Lots. These restrictions, covenants and conditions shall run with such real estate and shall be binding upon all parties having or acquiring any right, title and interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot, as and shall be subject to all and each of the following condition and other terms.

**ARTICLE 1  
RESTRICTIONS AND COVENANTS**

- a. Each Lot shall be used exclusively for single-family residential purposes and shall be of new construction which may include twin homes and duplexes.
- b. Declarant's goal is to provide lots for the construction and sale of affordable housing in the City of Yankton.

- c. An attached garage not less than two hundred eighty-eight (288) square feet shall be placed on each Lot for each residential unit. No detached garages shall be allowed. Each lot shall be required to adhere to City of Yankton parking ordinances.
- d. All exterior colors must be neutral colors
- e. Roof materials shall be asphalt type shingle of at least twenty-five (25) year warranty. No metal, shake, or flat roofs of any kind shall be allowed.
- f. Each home shall contain not less than thirty (30) square feet of exterior brick or stone, approved in writing by the Declarant, on the front of the home.
- g. All driveways must be constructed of concrete and have a minimum width that extends one (1) foot wider on either side of the garage door opening. Each lot shall be required to adhere to City of Yankton parking ordinances.
- h. Any exterior air conditioning condenser units shall be placed in the rear yard or side yard.
- i. Grass seeding or sodding must be completed within nine (9) months of occupancy.
- j. Each lot owner shall plant trees in compliance with the City of Yankton ordinances within 9 months of occupancy.
- k. Any satellite dish installed must be mounted on the side or back of the home and be less than 1 meter in size. All trash disposal and recycling containers shall be stored inside the garage or in another location not visible from any adjacent streets.
- l. No incinerator, trash burner or fuel tank shall be permitted on any Lot. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot.
- m. All outbuilding or exterior structures such as sheds and dog houses shall be allowed in the rear yard and must conform to the same exterior appearance, design and color as the principal structure on the Lot. No outbuilding or exterior structure shall be larger than twelve (12) by eight (8) feet, and ten (10) feet high at its highest point.
- n. Fences may be erected in yards, provided they meet the following minimum standards:
  - i. No fence shall be erected or maintained in such a manner as to unreasonably obstruct the view of others, or their access to light and air.
  - ii. The poles supporting the fence must be on the inside of the fence or along the center line of the fence.
  - iii. Approved fencing materials include wood, wrought iron, coated chain link or vinyl, all of one uniform neutral color.
- o. Only dogs and cats shall be allowed in the yard of any property. No shelter for any animal shall be erected, altered, placed, or permitted to remain on any Lot, except that a dog house not to exceed twenty-five (25) square feet shall be permitted. Dog runs and dog houses shall only be allowed at the rear of the residence, concealed from public view from the street in front of the house. Dog kennels must be screened from the front view of the neighboring homes.
- p. Vacant lots shall be maintained in accordance with City Ordinances.
- q. Vacant Lots shall not be used for dumping of any wasted materials, grass or yard materials, or dirt storage of any kind. These lots shall be clean in appearance and maintained per city ordinance.
- r. No structure of a temporary character, trailer, basement, outbuilding, storage shed or shack shall be erected upon or used on any Lot at any time.
- s. Building completion and successful receipt of a city occupancy permit is required within 24 (twenty-four) months of Lot purchase from Declarant. If this has not occurred, Declarant, at

- t. their discretion, shall be allowed to repurchase the Lot at the original price without regard to any other expenses, including real estate taxes. Extensions may be requested from the Declarant and may be granted based upon individual circumstances.

## **ARTICLE II GENERAL PROVISIONS**

- a. Any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions, and covenants now and hereinafter imposed by the provisions of this declaration either to prevent or restrain any violation or to recover damages as a result of such violation. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- b. The covenants, restrictions and conditions of this declaration shall run with and bind the land for a term of twenty (20) years from the date this declaration is recorded. This declaration may be amended by Declarant or its assigns with full and absolute discretion for a period of ten (10) years from the date of the original declaration. This declaration may also be amended at any time by an instrument signed by ownership representing not less than seventy-five (75) percent of the Lots covered by this Declaration.
- c. Invalidity of any covenant by judgement or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused these Declaration to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

YANKTON THRIVE INCORPORATED

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF SOUTH DAKOTA )

:SS

COUNTY OF YANKTON )

On this the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged \_\_\_\_\_ self to be the \_\_\_\_\_ of YANKTON THRIVE, INCORPORATED, a South Dakota Corporation, and that \_\_\_\_\_ he, being authorized so to do, executed the foregoing instrument for the purposes contained herein.

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

\_\_\_\_\_  
Notary Public

( S E A L )

My Commission Expires: