

**DECLARATION OF RESTRICTIONS AND COVENANTS
TO RUN WITH THE LAND**

PRELIMINARY STATEMENT

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

Lots one (1) through nine (9) of Block one (1), Lots one (1) through eleven (11) of Block two (2) and Lots one (1) through four (4) of Block three (3) of Golf View Estates Subdivision in the City of Yankton, South Dakota

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

NOW, THEREFORE, the undersigned hereby declare that each and all of 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 conditions and other terms:

**ARTICLE 1
RESTRICTIONS AND COVENANTS**

1. Each Lot shall be used exclusively for residential purpose.
2. All residences erected or constructed shall be new construction and no buildings or structures shall be moved from other locations onto said Lots. Modular pre-built type housing will not be permitted.
3. All residential structures shall contain at least a two car attached garage and no less than one thousand five hundred square feet (1,500 sq. ft.) of ground floor living area, "ground floor" is that area constituting the main living area closest to the ground level and does not include a garage or outside porch.
4. No residence shall be constructed on a Lot unless the entire Lot, as originally platted, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

5. There shall not be allowed or maintained on said property any structure of any kind other than for residential purpose. The property is to be used for private, non-commercial residential purposes only, and for no other or different purpose. There shall be no more than one house on any existing lot except that one home can be built on more than one lot. However, Block 1, Lots 1, 2, 3 and Block 3, Lots 1, 2, 3 may be used for Twin Homes.
6. No residence shall be created, altered, placed or permitted to remain on any Lot other than one detached dwelling which does not exceed two stories in height. Maximum height of the structure cannot exceed 28' and minimum height of the structure must be at least 18'. All ground floor ceiling heights must be at least 9'. The portion (Front) of the residence that faces the curb side should have a minimum of 1/3 of the surface constructed of brick or stone material. An exterior elevation plan/picture must be submitted and approved to see how the structure fits into the overall development.
7. All exposed concrete or concrete block foundation walls must be painted. All driveways must be constructed of concrete. All foundations shall be constructed of concrete or concrete blocks.
8. All curbside mailboxes shall be constructed of brick or stone. Dimensions of the mail box will be 22" wide by 22" deep by 54" high. A sandy cap (as built on Lot # 5) will be supplied by seller of the land at no charge. This will bring overall height to approximately 64". All lots must use this cap for overall constancy and appearance of the development
9. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a Lot as "For Sale;" nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or resident thereof. Further, no business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards for the construction and maintenance of buildings, if any, during the construction and sale of Lots.
10. No exterior television or radio antenna of any sort, including satellite receiving stations (discs) shall be permitted on any Lot.
11. No repair of any boats, automobiles, motorcycles, trucks, campers of similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

12. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within the calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. However, this section 12 shall not apply to trucks, tractors or commercial vehicles which are necessary for construction of residential dwellings during their period of construction. All residential Lots shall provide at least a minimum of a 20 foot double wide driveway parking area. No concrete, asphalt, gravel or other type of parking pad or area may be maintained on the side or rear of any house or structure located on any Lot.
13. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling, except when in actual use. No garbage, refuse, rubble or cutting shall be deposited on any street, road or Lot.
14. Exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of adjacent Lots.
15. No fence shall be permitted to extend beyond the front line of a main residential structure. No outbuilding or fence over forty-eight (48) inches high will be permitted within twenty-five (25) feet of the rear of any Lot which abuts property owned by Fox Run Golf Club, and no shrubs or low growing trees that would impair a neighbor's view of Fox Run Golf Club shall be planted or maintained within twenty-five (25) feet of the rear of any Lot which abuts property owned by Fox Run Golf Club. The purpose of the restrictions and covenants contained in this Paragraph is to ensure each residence a clear and unobstructed view of Fox Run Golf Club. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. No fences or walls shall exceed a height of four (4) feet. All produce or vegetable gardens shall be maintained only in rear yards. All fences shall be of wrought iron design. No wooden or chain link fences shall be permitted at any location on any Lot. Retaining walls are considered part of the landscape and do not apply.
16. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each built upon Lot and upon the street side of each built upon corner Lot. The sidewalk shall be placed in conjunction with the City of Yankton's guidelines and regulations and should be equivalent to the prior installed sidewalks in the edition. The sidewalk shall be constructed by the owner of the Lot prior to the time of completion of the main structure and

before occupancy thereof; provided, however, this provision shall vary to comply with any requirements.

17. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.
18. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No dog runs or kennels of any kind shall be allowed in the subdivision. Only house pets such as dogs and cats shall be permitted to be kept upon described property or any portion thereof.
19. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yard so as not to be visible from public view. No grass, weeds, or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. No vegetation on vacant lots shall be allowed to reach a height in excess of twelve (12) inches.
20. 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, either temporarily or permanently.
21. FUTURE COVENANCES: Any and all transfers of title by deed or otherwise, or of possession by lease or otherwise, shall be subject to the provisions of the protective covenants herein contained.
22. Any person, his heirs, representatives, or assigns, acquiring right, title or interest in and to any portion of the subdivision, who shall violate any of the covenants herein set out, shall be subject to prosecution of law or in equity by any other person owning real property in said tract for the recovery of damages or for the enjoinder of said violator from further violations of said covenants

ARTICLE II **OWNERS' CERTIFICATION AND DEDICATION**

RALPH MARQUARDT and LUCILLE MARQUARDT hereby certify that they are the sole owners of the above described property now known as Golf View Estates in the City of Yankton, Yankton County, South Dakota; that said property is free from encumbrances, except for mortgages of record; that the above Declaration of Restrictions and Covenants to Run with the Land was made at our specific request and under our

