

**DECLARATION OF COVENANTS FOR GARDEN ESTATES
HOMEOWNERS ASSOCIATION**

Yankton Thrive (the "Declarant") declares that the property as hereinafter defined shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, charges and liens set forth herein or by other documents of record contemplated herein.

ARTICLE I
Property Subject to the Declaration

The real property (and improvements thereon) described as follows, continues to be and shall be held, transferred, sold, conveyed and occupied subject to this Declaration:

Tracts two (2) and three (3) Law Addition, City and County of Yankton, SD as per plat recorded in Book S21, page 91.

ARTICLE II
Definitions

The following words used in this Declaration (unless the context otherwise requires) shall have the following meanings:

"Association" shall mean the association composed of the Members. The Association may but not be in the form of a limited liability entity created for the vote of 60% of the Members at any time. Such entity, if created, shall succeed to all rights, duties and interests of the Association and shall thereafter be the Association.

"Assessment" shall mean that amount as determined by the Association from time-to-time which Members shall owe to the Association to be used for the purposes provided for herein. It shall include any special assessments.

"Declaration" shall mean and refer to this document and all future Supplements.

"Unit" shall mean any undeveloped lot, single family residence or residential portion of any twin home or multi-family dwelling units.

"Declarant" shall mean Yankton Thrive.

"Member" shall mean and refer to any person or entity who owns a Unit. The owners of undivided interest in any Unit shall be treated as one Member. A person or entity that owns more than one Unit shall have rights, including voting rights, of a member as to each Unit.

"Property" shall mean the property subject to this Declaration as described in Article I.

"Sell", "Sold" and "Sale" shall mean any sale, transfer or conveyance including by operation of law.

"Vote" shall mean in-person, electronically or via written proxy.

ARTICLE III
Membership and Voting Rights in the Association

- A. A Member, subject to this Declaration, is a Member of the Association, and has the right to vote on issues and matters presented to all Members for determination. Declarant is also a Member of the Association, so long as it owns any property subject to this Declaration. There shall be no more than one vote per Unit, even though the Unit is owned by more than one person or entity, in which case such owners shall decide among themselves how to cast the vote of such Member. Notwithstanding the foregoing, any person or entity which holds an interest in a Unit or the Property as security for the performance of an obligation shall not be a Member.
- B. The Association shall determine its own bylaws and rules for making determinations and decisions. The initial bylaws will be prepared by the Declarant; however, the Association may adopt or modify the bylaws by a vote of 60% of the Members. The Association may set up reasonable procedures for the mediation and arbitration of disputes between Members which such Members shall adhere to. The Association shall have all the rights granted herein and be subject to the limitations stated herein. Specifically, the Association shall have the power and right to assess each Member for the costs incurred or to be incurred by the Association which Assessments shall be payable no more often than monthly. An Assessment for an individual Member may be for services specifically provided to the Member.

- C. The Association shall have the right to amend this Declaration and to file Supplements to this Declaration from time to time by a vote of 60% if the Members.

ARTICLE IV
Rights and Obligations

- A. Declarant will install a sidewalk for the access area to the detention area between Lots 4 and 5 on Block 4 on Kenley Street.
- B. The Association will be responsible for:
 - a. Maintaining, including mowing of grass and weed control, as required by City Ordinance of the storm water detention area shown in attached exhibit a.
 - b. Maintaining and removing snow on the sidewalk of the detention area between Lots 4 and 5 on Block 4 on Kenley Street.
 - c. Maintaining and removing snow around community mailboxes.
- C. Declarant shall contribute \$100.00 from the sale of each Unit for the purpose of creating a starter fund for the Association.
- D. Each Unit owner shall contribute \$100.00 per year, initially, to the Association. The Association may adjust the amount of annual assessment per Unit at the annual meeting of the Association in an amount they deem necessary to fulfill their maintenance obligations.
- E. The Association shall have the right to levy special assessments, from time to time, to pay for emergency repairs or replacements of the items maintained by the Association.

ARTICLE V
Remedies of the Association

- A. In addition to the remedies which the Association may have at law or in equity, the Association shall have the following remedies:
 - a. The Association shall have the right to charge interest not exceeding 10% annum on past due Assessments and to recover the reasonable costs or collection (including attorney's fees) from defaulting Members.
 - b. The Association may file a lien on each Member's Unit for any amount past due to the Association by the Member. Any prospective purchaser or mortgagee of any Unit may request the Association in writing at its

last known address to notify such purchaser or mortgagee of the amount secured by such lien of the Unit and if the Association does not do so within ten days of receiving such request the lien shall be unenforceable against such purchaser or mortgagee.

ARTICLE VI
Covenants Running with the Land

The covenants and restrictions and obligations in this Declaration run with the land and shall bind any person or entity to which any of the Property is sold or who otherwise comes into possession or holds title to any of the Property including any Unit.

Yankton Thrive

By: _____

Its: _____

STATE OF SOUTH DAKOTA)

COUNTY OF YANKTON)

On this ____ day of _____, 20__ before me the undersigned officer, personally appeared _____, who acknowledged self to be the _____ of Yankton Thrive, a South Dakota Corporation, and that they, as such, being authorized to do so, executed the forgoing and instrument for the purposes therein contained, by signing the name of the corporation.

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