



Prepared by:  
Vermillion Area Chamber and Development Company  
2 E. Main Street #101  
Vermillion, SD 57069  
(605) 624-5571

Filed for Record - Clay County SD  
Filed On 07/30/2025 2:05 PM 6 pg  
Document# A20251039  
Book M51 Page 607 Fee \$30.00  
Lisa Terwilliger, Reg of Deeds  
By LT

**DECLARATION OF RESTRICTIONS AND  
PROTECTIVE COVENANTS AND CONDITIONS  
FOR JACK POWELL ADDITION**

This Declaration of Restrictions and Protective Covenants and Conditions ("Declaration") is made effective this 30th day of July 2025 by the Vermillion Area Chamber and Development Company (VCDC), a South Dakota non-profit corporation, hereinafter referred to as the "Developer."

**RECITALS**

Developer is owner of the following described real property located in Clay County, South Dakota: Block 2, Lots 1-6; Block 4, Lots 1-5 and 22-26 of Jack Powell Addition to the City of Vermillion, Clay County, South Dakota.

The above-described real property, including future platted lots therein, are subject to and restricted by current Zoning Regulations and Amendments on file in the City of Vermillion, including, but not limited to, the "Jack Powell Addition" described in City of Vermillion Ordinance No. 1507." Jack Powell Addition" and/or the legal description above shall hereinafter be referred to as "Jack Powell." All other ordinances of the City of Vermillion shall apply to owners of the above- described real estate and lots developed therefrom.

The Restrictions herein apply to: Block 2, Lots 1-6; Block 4 Lots 1-5 and 22-26 of Jack Powell Addition to the City of Vermillion, Clay County, South Dakota.,

NOW, THEREFORE, the Developer declares the Development subject to this Declaration as follows:

## **ARTICLE I DECLARATION**

Declaration. The Developer hereby declares, imposes upon and charges the Development with the Restrictions set forth in this Declaration, all of which will constitute covenants running with the land and be binding upon all parties and persons claiming under them, including, but not limited to, owner, and are for the benefit of and are limitations upon all future owners of the above-described real property. No lot shall be used except for residential purposes or as allowed by the City of Vermillion Zoning Ordinance. No building shall be erected, placed, or permitted to remain on any lot other than a residential structure with an attached garage as specified below in Article IV. This declaration of restrictions is designed for the purpose of keeping said development desirable, uniform and suitable in architectural design and use as herein specified:

Purpose. The purpose of the Restrictions is to: (1) preserve and protect the Development for residential purposes only; (2) exclude and prevent nuisances, and prevent unreasonable impairment of the attractiveness and value of the property; (3) enhance, preserve and protect the peace and tranquility of a residential community; and (4) assure to each homeowner the full benefit and enjoyment of their home investment with no greater limitations on the free and undisturbed use of their lot or site than is necessary to assure the same advantages to the other homeowners.

## **ARTICLE II GENERAL CONDITIONS**

Construction Compatibility. The exterior of the building being constructed shall be in a style compatible with and complimentary to the neighborhood and the broader community.

Construction Time Requirements. To promote the orderly development of this addition, the construction of the principal structure(s) for each platted lot shall begin within twelve (12) months after each lot is purchased, and construction, once started, shall be completed within eighteen (18) months of closing. If construction is not started within twelve (12) months, the VCDC maintains the option to purchase back undeveloped lots in accordance with the terms of the purchase agreement for the lot(s).

The Construction Time Requirements begin on the date of closing.

Grade Levels. Owners are prohibited from making material changes to the grade

levels of the lots without the written approval of the Developer. This is to maintain positive drainage away from structures. However, the drainage for the area may be designed to traverse lots.

Runoff and Erosion. All disturbed ground from a construction activity shall be sodded, seeded, covered with plants, or mulched with appropriate landscape materials upon completion. The construction of any improvements on a lot must be engineered in a manner that will ensure that there will be proper drainage, which will not be detrimental to adjoining Lots or properties but may be allowed to traverse adjoining property.

Garages. All dwellings shall have an attached garage on a permanent foundation with exterior appearances and design to conform to the principal structure. A minimum of a one (1) car garage is required.

Size Requirements.

- For lots of 9,000 square feet and greater, minimum floor area on ground level shall be not less than 1,200 square feet excluding the required one (1) car (minimum) garage.
- For lots less than 9,000 square feet, minimum floor area on ground level shall be not less than 1,000 square feet excluding the required one (1) car (minimum) garage.

Exterior Walls and Roof Lengths. Continuous exterior walls shall not exceed forty (40) feet in length without a design element change on the street facing side of the home. If on a corner lot, the design element change must be on the primary street frontage (address street). Design element changes may include, but are not limited to, changes in principal siding material (i.e., transition from lap siding to a brick element), inclusion of a structural porch roof (i.e., framed and finished roof versus an attached awning), or an offset room or garage. These examples are provided for reference and context, and not necessarily style directives.

Roofing. Houses must be designed with a minimum of two (2) different ridgelines. The house cannot be a perfect rectangle or square. If steel roofing is used, it must be dark, dull/satin, and non-reflective. Roofs shall not exceed forty (40) feet in length without a direction change of the ridgeline.

Modular Homes. Modular homes are allowable; however, manufactured homes are not. HUD-Manufactured Housing and Standards, as amended from time to time, will be used to define modular versus manufactured:

Modular homes are constructed in the same state, local or regional building

codes as site-built homes. Manufactured homes are constructed according to a code administered by the U.S. Department of Housing and Urban Development (HUD Code). The HUD Code, unlike conventional building codes, requires manufactured homes to be constructed on a permanent chassis.

### **ARTICLE III LANDSCAPING AND YARD RESTRICTIONS AND PROTECTIVE COVENANTS**

Trees. The Owner shall plant a minimum of one (1) tree on each lot in the front yard. No box elder, Siberian (Chinese) elm, American elm, native cottonwood, columnar poplar, or other such noxious tree shall be planted on any lot or within the Development unless they are an existing planting on the site.

Trees shall be planted within 6 months of completion of construction of the house.

Lawn. Grass must be in place (seed or sod) within 6 months of completion of construction.

Fencing Guidelines. Fences must not exceed six (6) feet in height and must meet City of Vermillion ordinances.

Trash Dumpsters. Trash dumpsters and receptacles must be out of public view on all days other than trash collection days.

Satellite Dishes. All satellite dishes must be located in such a location to be inconspicuous.

Landscape Structures. Certain landscaping structures may be permitted. Those include, but are not limited to gazebos, trellises or arbors, arches, ponds, waterfalls, etc. The structures must be approved prior to purchase or construction.

Mailboxes. Permanent mailboxes will be uniform in style and provided by the Developer and placed in a location at the discretion of the United State Postal Service. Mailboxes shall not be changed or altered without the express written consent of the VCDC and the U.S. Postal Service. If due to weather, temporary mailboxes are necessary or needed, such boxes will be provided by the homeowner.

## **ARTICLE IV GENERAL PROVISIONS**

Term. These covenants are to run with the land and shall be binding on all Owners for a period of twenty-five (25) years from the date these covenants are recorded, unless amended as specified below, after which time said covenants are automatically renewed for another twenty-five (25) years from the date of amendment. Covenants expire after fifty (50) years unless renewed by a vote of seventy-five percent (75%) of all property owners at that time. For purposes of voting, each lot shall be entitled to one vote.

Amendment. These covenants shall not be amended within the first sixty (60) months of its recording, unless there is a concurrence of one hundred percent (100%) of the then owners of lots or blocks. Any amendment shall be recorded. Once eighty percent (80%) of the platted lots are developed, the covenants may be amended if an instrument signed by a majority of the then owners of the lots, which includes owners of any undeveloped lots, has been recorded, agreeing to change said covenants in whole or in part.

Enforcement. The Developer, any Owner or any other person with legal standing may enforce this Declaration and its Restrictions. The person seeking to enforce this Declaration and its Restrictions shall be entitled to bring an action at law or in equity and to obtain injunctive relief, specific performance and/or damages including, but not limited to, reasonable attorney fees to the prevailing party. This Declaration shall be construed in accordance with the laws of the State of South Dakota.

Construction and Severability. In the event that any covenant of this Declaration is held to be invalid by any court of competent jurisdiction, such holding or holdings shall not invalidate or make unenforceable any other term, condition, or provision of this Declaration. The remaining covenants shall be fully severable and shall remain in full force and effect.

Dated this 30 of July 2025

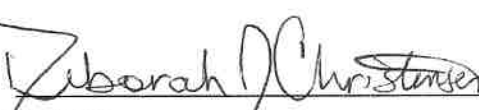
VERMILLION AREA CHAMBER AND DEVELOPMENT COMPANY

  
Jim Peterson, President / CEO, VCDC

By:   
Notary Public State of South Dakota, County of Clay, SD

On this the 30<sup>th</sup> day of July, 2025, before me, Deborah J. Christensen, the undersigned officer personally appeared Jim Peterson, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that the VCDC Board President, or designee, who, as authorized per VCDC by-laws, executed the same for the purposes therein contained.

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

  
Notary Public

My commission expires Oct 30, 2030

