

## CHAPTER 2.09A– Northside Acres (NSA) – PUD Development District

### Section 2.09A.01. Intent.

The intent of the “Northside Acres (NSA) – Planned Unit Development” PUD District is to provide locations for spacious acreages to single family dwelling with options to have animals and outbuildings and create a peaceful rural setting.

### Section 2.09A.02. Permitted Uses.

The following uses and structures shall be permitted in the NSA - PUD District:

1. Site built single-family dwellings.
2. Modular homes with minimum 1,000 sq.ft.
3. Shop-style dwelling. See Section 2.09A.10.
4. Any form of agricultural activity and related farm buildings.
5. On and off premise sign. Not to exceed 32 sq. ft.

### Section 2.09A.03. Permitted Accessory Uses.

The following accessory uses and structures shall be permitted in the NSA - PUD District:

1. Accessory uses and structures customarily incidental to permitted uses and structures when established within the space limits of this district. See Section 2.09A.07.
2. Roadside stands for sales of agricultural products grown or produced on the premises.
3. Boarding of horses up to 2, up to 5 hen chickens – no roosters.

### Section 2.09A.04. Special Permitted Uses.

The following uses may be permitted as a Special Permitted Uses in the NSA - PUD District by the Administrative Official subject to such requirements as established in Section 2.09A.07, the City of Clear Lake Zoning Ordinance, and in accordance with South Dakota Compiled Laws (SDCL 11-4).:

1. Home occupations.
2. Private greenhouses.
3. Kennel.
4. Extended Home Occupations. See Section 2.09A.10.
5. Accessory structures greater than 4,800 square feet in gross floor area.

Section 2.09A.05. Prohibited Uses.

All uses and structures not specifically listed as either a Permitted Use or Conditional Use shall be prohibited in the NSA - PUD District.

1. UTV/ATV/4wheelers and tractors must be parked in a shop/shed building (walled structure, not to include unenclosed carports). A maximum of two trailers shall be allowed outside of a shop/shed building on the condition that they are parked on the site as efficiently and neatly as possible to prevent any untidiness on the premises.

Section 2.09A.06. Area/Construction Regulations.

Minimum lot area, maximum building height, maximum lot coverage and minimum yard requirements shall be regulated in accordance with the following tables:

Table 2.09A.06.1

	Minimum lot area	Minimum lot width	Maximum height
Single family residential	125,000 sq. ft.	150'	35'
Other conditional uses	To be determined by board of adjustments		

Table 2.09A.06.2

	Minimum Front Yard	Minimum Rear Yard	Minimum Side Yard
Permitted uses	75'	50'	30'
Conditional uses	To be determined by board of adjustments		

Section 2.09A.07. Accessory Use Provisions.

1. Unless in conflict with the provisions of Chapter 2.09A, the provisions of Chapter 4.03 of the City of Clear Lake Zoning Ordinance shall apply in reference to Accessory Uses in the NSA – PUD.
2. Detached garages (sheds greater than two hundred (200) square feet in gross area) not exceeding an overall gross floor area of 4,800 square feet shall be allowed as an accessory use in accordance with Section 2.09A.03.

3. Detached garages (sheds greater than two hundred (200) square feet in gross area) with a gross floor area of greater than 4,800 square feet shall be allowed as a Special Permitted Use in accordance with Section 2.09A.04.5.

Section 2.09A.08. Special Permitted Use Procedures and Provisions.

1. In accordance with SDCL 11-4-4.5, certain uses in the NSA – PUD are established as Special Permitted Uses and subject to the approval process established within the City of Clear Lake Zoning Ordinance.
2. All uses listed as Special Permitted Uses shall be permitted as permitted uses, unless otherwise specified in the City of Clear Lake Zoning Ordinance, except that:
  - a. Documentation of approval of the Northside Acres Design Review Committee shall be submitted with building permit application for any structure associated with a listed Special Permitted Use; and
  - b. Any specific requirements listed in Chapter 2.09A relating to the specific Special Permitted Use are met.

Section 2.09A.09. PRIVATE WASTEWATER TREATMENT SYSTEMS (SEALED HOLDING/ MOUND/TANKS)

All structures used for human habitation, commercial and industrial use must be connected to a private waste water system consisting of a sealed holding tank, mound system, septic tank, or any other system which meets the minimum requirements for the South Dakota Department of Agriculture and Natural Resources for the purposes of sewage disposal, unless or until any structure within the NSA – PUD District is within four hundred (400) feet of a sanitary sewer main of the City of Clear Lake Sanitary Sewer System. At which point all lots may be required to connect to the city's sanitary sewer system at the landowner's cost.

Section 2.09A.10. Shop-Style Dwellings.

1. Shop-style dwellings include a structure with a pole foundation, steel siding which includes a dwelling unit as defined by the City of Clear Lake Zoning Ordinance.
2. Shop-style dwellings may only be permitted provided the following conditions are met:
  - a. A minimum of one thousand (1,000) square feet shall be dedicated to dwelling purposes.
  - b. Not more than one (1) dwelling, including the Shop-style dwelling is allowed on a single lot.

Section 2.09A.11. Extended Home Occupations.

1. There are significant differences between home occupations conducted in residential dwellings and extended home occupations. Extended home occupations provide services with little indication to the

neighborhood that the business is being operated on the property. The nature of resources available for use, the benefits and disadvantages created by home occupations, and the problems generated necessitate a distinction between home occupations and residential dwellings on small tracts with extended home occupations.

2. Businesses operated as extended home occupations shall be principally owned and operated by the resident of the lot.
3. A maximum of one (1) unrelated individual may be employed at the extended home occupation.
4. All activities, materials, and vehicles associated with the extended home occupation shall be stored or operated inside the accessory structure. No such activities, materials, nor vehicles shall be stored or operated outside on the lot.

IN WITNESS WHEREOF we acknowledge receipt of a copy of this declaration, and we have hereunto set out hands on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Cody Krause, Board President

Clear Lake Area Development Corporation

\_\_\_\_\_  
Joseph R. Uckert, Board Member

Clear Lake Area Development Corporation

# North Side Acres

## Declaration of Covenants and Restrictions to run with the land.

Clear Lake area Development Corporation is the nonprofit organization that is the owner of Northside acres located in the City of Clear Lake, County of Deuel, State of South Dakota. This development is the first phase. This phase has 8 lots to be purchased.

The official plat is known as:

Northside Acres to the City of Clear Lake, County of Deuel, State of South Dakota located in the Northeast One-Fourth (NE1/4) of section Fifteen (15), Township One Hundred fifteen (115) North, Range Forty-nine (49) West of the 5th PM.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the proper, referred to herein as "Northside Acres", the declarant declares that all of the above described real property shall be held, sold and conveyed, subject to the following easements, covenants, conditions and restrictions which constitute covenants running with the land and shall be binding on all parties having any rights, title or interests in the described property, or any part of that property, the heirs, successors and assigns and shall inure to the benefit of the property.

Enforcement against any person or persons violating or attempting to violate any covenant shall be by proceedings consistent with the then-in-force terms of a certain homeowners' agreement which shall also run with the land, the terms of which are incorporated herein to the extent necessary, and to the extent contemplated in said agreement, by proceedings at law or in equity.

Invalidation of any one of the covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Any word not herein defined shall be as defined as in the "City of Clear Lake Zoning Ordinance," as amended (Zoning Ordinance). If such word is not defined in the Zoning Ordinance, it shall be defined by as in any recognized Standard English dictionary

Definitions: The following words, when used in this Declaration, or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

- a. "DRC" shall mean and refer to the North Side Acres Homeowners' Association's Design Review Committee which is described in this document.
- b. "Association" Shall mean and refer to the Northside Acres Homeowners' Association.
- c. "Declarant" is Clear Lake Area Development, a 501c3 nonprofit organization, the Developer of North Side Acres.
- d. "Declaration" shall mean and refer to this instrument titled Declaration of Covenants and Restrictions to run with the land.

NOW, THEREFORE, Pursuant to a general plan for protection and benefit of all of the property in Northside acres, and all of the persons who may now or hereafter become owners of any part of Northside acres, the following restrictions affect the property:

1. There is hereby created a design review committee for the purpose of preserving the aesthetics and function of Northside acres community and the association and to protect property values of all association owners by ensuring that all construction and maintenance within the community is consistent with the standards of the community. DRC approval shall be obtained prior to application for a building permit.
  - A. The DRC, initially and through the sale of 6 out of the 8 lots in Northside acres, shall consist of CLAD board members. When more than 6 lots have been sold the DRC shall consist of 3 lot owners and 2 CLAD board members for a total of 5 members serving the DRC. Once all 8 lots are sold, the 8 homeowners will choose 5 lot owners to become the association board DRC.
  - B. The DRC shall meet as needed as determined by the DRC members. The DRC shall also meet if such a meeting is called by a majority of the members serving on the DRC board.

**2. LAND USE AND BUILDING TYPE.**

No lot shall be used except for residential purposes. No Basements shall be allowed. Construction needs to start within one year from date of purchase of the lot, once construction has started, it needs to be completed within one year.

**3. DWELLING COST, QUALITY AND SIZE**

The minimum residential size is to be no less than 1,000 sq ft. Acceptable forms of residential housing are shop-style houses, site-built single family dwelling, and modular house with minimum 1,000 Sq. Ft.

**4. EASEMENTS AND UTILITIES**

Public utility easements are reserved as shown on the recorded plat. These easements are reserved for installation and maintenance of Public Utilities and public drainage facilities. Within these easements no structure planting or other material shall be placed or permitted to remain which may change the direction of flow in the drainage channel or swales in the easements or which may obstruct or retard the flow of water through the drainage channels or swales in the easements. The easement area in each lot and all improvements in it shall be maintained by the owner of the lot except for those improvements for which public authority or utility company is responsible.

**5. BUILDING LOCATION AND CODE COMPLIANCE**

The front of each dwelling shall be located as close as permitted by Deuel County ordinances to the front lot line. See PUD-NSA Section 2.09A.06. Area/Construction Regulations. All building construction must comply with the requirements and restrictions of the Deuel County ordinances and amendments thereof, if any there be. Each lot in Northside acres will have its own driveway to 180th St. Each lot owner will present this information to the DRC for approval prior to obtaining a building permit.

**6. SPECIAL PERMITTED USES**

Any uses allowed as Special Permitted Uses shall require approval of the Northside Acres Addition Design Review Committee. See PUD for Special Permitted Uses

**7. NUISANCES**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No A-frame hoist or other device for lifting a vehicle or parts thereof and no disabled vehicle shall be stored or parked in the open on any lot or on any street. Equipment stored in an outbuilding is exempt.

**8. LIVESTOCK AND POULTRY**

Kennels are permitted as long as they are enclosed. The owner may have up to 2 horses boarded. Horses must have indoor living space. Up to 5 hen chickens. No roosters. Chickens must be in coop, no free-range poultry shall be allowed. Any other livestock and poultry requests need approval from DRC board.

**9. VACANT LOTS**

Owners of vacant lots must keep them clean in appearance and neat and must maintain them by such regular mowing as is necessary to keep the length of the grass and weeds growing, thereon at 6 inches or less, and spray for weeds at least on an annual basis. In the event an owner shall fail to do this, then after three days written notice is given to any owner within north side acres subdivision, such maintenance may be performed as is necessary and the lot owner build for the expense incurred and a lien filed against said lot.

**10. TREE PLANTING**

No box elder, Cottonwood, Chinese Elm, American Elm, or Poplar trees shall be planted on any of the lots within this development.

**11. FENCES, WALLS, AND HEDGES**

Please see Clear Lake City Ordinance Chapter 4.02. Fences. Section 4.02.01 Construction limitations.

**12. SIGHT DISTANCE AT INTERSECTIONS**

No fence, wall, hedge, shrub or tree planting which obstructs sight lines at elevations between two and eight feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points 50 feet from the intersection of the street lines (Clear View Triangle). No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

**13. TERMS**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, and after which time said covenants shall be automatically extended for successive periods of 10 years except for any change in said covenants in whole or in part made by an instrument signed and recorded by owners representing a majority of the lots located in the subdivision.

**14. ENFORCEMENT**

Enforcement of these covenants and restrictions shall be by proceedings at law or in equity instituted by either or both owners or any lot owner against any person or persons violating or attempting to violate any covenant or restriction, to either remove or restrain the violation, or to recover damages, or both such remedies. In the event any mortgage should be foreclosed, and the title subsequently acquired by the mortgagee by such foreclosure, then the mortgagee and the person or persons who thereafter become the owner or owners of such lot shall be subject to and bound by all the restrictions set forth herein. Furthermore, it is agreed and understood that no waiver of a breach of any of the agreements, conditions, covenants, easements, limitations or restrictions contained herein shall be construed to be a waiver of any other breach of the same, nor shall failure to enforce any one of such covenants for restrictions either by 4 fixture or otherwise be constructed as a waiver of any covenants or restrictions.

After enforcement

**15. SEVERABILITY**

In the event any agreement, condition, covenant, easement, limitation, or restriction set forth hereinbefore, or any portion thereof is invalid or void for any reason, then such invalidity or voidness shall in no way affect any other agreement, condition, covenant, easement, limitation or restriction set forth herein.

IN WITNESS WHERE OF we acknowledge receipt of a copy of this declaration, and we have hereunto set our hands on the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
ORGANIZATION

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
ORGANIZATION