

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR CITY OF PILLAGER

Crossing Parcel # 93-352

THIS DECLARATION, made this ____ day of _____, 2016, by the property owners of PID # _____ known as "The Crossing", hereinafter referred to as "Declarants".

WITNESSETH:

WHEREAS, Declarants are the fee owners in "The Crossing" of certain real property described as follows:

WHEREAS, Declarants desire to provide for the preservation of the values and amenities of subject property; and, to this end, desire to subject aforesaid property to the covenants, conditions, restrictions and charges hereinafter set forth, each and all of which is and are for the benefit of subject property as a whole and all owners of any part thereof.

NOW THEREFORE, Declarants do hereby give notice to all purchasers and their successors of any portion of subject property hereinbefore described and whomsoever it may concern that subject property is, and each and every conveyance or any portion of subject property will be subject to the following covenants, conditions, restrictions and charges of the subject property, and each and every parcel thereof, and shall apply to and bind each successor in interest, and any owner thereof. This declaration of restrictions is designed for the purpose of keeping the property desirable, uniform and suitable for the owners of such lots and for the health, safety and welfare of the City as a whole.

- 1) The property is hereby restricted to single family or twin/home residential dwellings for the residential use and uses related to the convenience and enjoyment of such residential use. No other multiple occupancy dwellings shall be allowed. In addition, no businesses shall be allowed, including any home occupation type of business including but not limited to such home occupations as beauty salons, tanning parlors, real estate offices, automobile or small engine repair, or similar such uses, occupations or business pursuits.

- 2) No one-story residential dwelling shall have ground floor space of less than 1,000 square feet. In the case of two-story or split-level or split-foyer residential dwellings, the minimum required ground floor space shall be 800 square feet on each floor. Neither the length nor the width of the ground floor space shall be less than 18 feet. All structures erected shall be of new materials and new construction and shall be completed within eighteen (18) months after the commencement of construction. Rooflines of all structures must have at least a 4/12 pitch; flat or shed roofs are not permitted. All roofs must be covered with shingles or tile or manufactured metal roofing that is similar to same. The exterior surface of the dwelling or structure must also be finished with siding, stucco, brick or similar material in keeping with the character of the adjoining properties. All buildings or structures shall be located on their respective lots in a manner consistent with all applicable state, county or city ordinances. To the extent, however, that the provisions herein exceed the requirements of such state, county or city ordinances or laws, the provisions of this declaration shall control.
- 3) No noxious or offensive activity shall be carried out upon the subject property, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood or adjacent properties.
- 4) There shall be no inoperable or abandoned automobiles, travel trailers or camper units allowed as a dwelling, erected, or placed or permitted on the conveyed premises. This restriction shall not be interpreted to prevent the temporary storage or maintaining of a trailer, tent, or camper unit for temporary purposes as long as it is not occupied or lived in, and as long as it is stored in a fashion not detracting from the general appearance of the neighborhood. There shall be no semi tractor/ trailers allowed to remain on subject property unless written permission is received by all property owners.
- 5) No animal shall be kept or permitted to remain on the premises except domesticated household pets, as allowed by ordinance.
- 6) The property in this development is subject to all power line, multi-use trail, road and utility easements.
- 7) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- 8) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

