



Devils Lake

PROVISIONS FOR PROPERTY OWNER PROTECTION AND ENHANCEMENTS

NOW THEREFORE, the Owner does hereby define, publish and declare the following protective covenants which will be binding upon the owner or owners of all building lots as described on attached Exhibit "A" as fully as though set forth at length in each conveyance, whether the same are specifically incorporated by reference in any conveyance of any said lots or not as follows:

1. The protective covenants hereinafter set forth will run with the land and will be in full force and effect and will continue in perpetuity.
2. The following restrictions are hereby placed on the lots as described in Exhibit "A"

Each lot:

- a. Shall not be subdivided
- b. Shall be designated for single-family dwellings with one family per unit.
- c. Shall not have easements permitted other than those that now exist.
- d. Shall allow for new modular, manufactured, panelized or stick built houses but no existing house or trailer house, mobile home or motor homes shall otherwise be moved onto the property.
- e. Completion of the exterior of the home or any outbuilding shall be completed within six months from the date of excavation or any building activity on the lot.
- f. All homes shall have roof pitches of 6/12 or greater.
- g. Shall not be clear-cut of trees. Trees that are diseased, blown down or dead may be removed. There shall be 30' no-cut zone for trees along adjacent lot lines unless there is a shared driveway along the lot line except for a 10' wide trail path.
- h. There shall be no semi-tractor/trailer traffic allowed except for construction purposes.
- i. Shall not have any unlicensed, unregistered, disabled or junked vehicles on the lot.
- j. Shall have no satellite dish located where it is visible from the street or neighbors and it may not be any larger than 36" in diameter.
- k. No clothesline shall be placed where it is visible from the street or neighbors.

- l. Shall have no retail or wholesale trade or business carried on within the confines of any lot.
- m. Shall abide by the county and township rules regarding pet leash laws.
- n. Shall keep the lot neat and orderly with no accumulation of garbage, debris, rubble, lumber or dirt piles, old tires, barrels, etc.
- o. Shall not permit damage during the building process, or any other time, to any road, utility, easement, ditch or any other common area or property of another lot owner. If damage does occur the person who did the damage, or their contractor, subcontractor or any other person(s) hired by them, shall repair the damage at once, no later than 10 days, and restore to an "as was or better" condition.
- p. Shall not have any building set closer than 50' to any lot line. Homes to be built within 30 feet of pre-determined building site. Building site to be determined at the time of land purchase.
- q. Driveways may be paved or graveled up to 20' wide but designed in a way to minimize washouts and depositing of debris onto adjacent property or roadway. This driveway area shall also be cleared to allow fire department and emergency vehicle access.
- r. All property owners adjacent to any easement used for ingress/egress shall share equally the cost of maintenance to the road easement, if any.
- s. No lot owner shall grant easement or access to property surrounding any lots described herein in order to prevent adjoining properties access to through or across any part of this subdivision.

In the event that a lot owner violates any of the provisions herein, and in order to enforce these provisions for the mutual benefit of all lot owners, any one lot owner may bring legal action against the violator accordingly, and the violator(s) shall be liable for all legal costs connected with any action.