

# BALL PARK PLACE

## RESTRICTIVE COVENANTS

*These covenants are enforceable by this Plat proprietors and/or owners of any lot in this Plat by injunctive relief as well as any and every other legal right and the proprietor and/or owners shall be entitled to cost and attorney fees incurred to enforce and remedy to the extent not prohibited by law.*

- 1. Residential dwelling shall not be a trailer home, mobile home, double wide, or triple wide unit. Nor shall any structure of a temporary nature be used as a residence at any time. Nor shall any structure created elsewhere be moved or relocated onto the property.*
- 2. Single family residences only. No duplexes or multi-family units shall be allowed.*
- 3. No construction of a single family private dwelling shall commence until approved plans, by the developer, for such dwelling meet the minimum requirement of 1400 square feet of living space above ground for a ranch style home and 1800 square feet of living space above ground for a two story home or any other multi-level home.*
- 4. All homes must have a minimum roof pitch of 6/12.*
- 5. Residence shall have a minimum of a two stall attached garage, not less than 22 feet in width.*
- 6. No animals, livestock, pigeons or poultry of any kind shall be raised, bred or kept on the property, except for dogs, cats or other household pets that are not kept, bred or maintained for any commercial purposes or allowed to annoy neighbors.*
- 7. No unlicensed vehicle of any kind may be stored or parked on the property unless it is in an enclosed building. No offseason outside storage of any off road vehicle, snowmobile, boat, campers, recreational vehicles, or motor homes will be allowed.*
- 8. Any fencing must be approved by the developer.*
- 9. No tracks shall be permitted that are used for the racing of dirt bikes or any other off road vehicles.*
- 10. The exterior of all structures shall be completed within 12 months after commencement of construction.*
- 11. One detached outbuilding is allowed provided the exterior materials and colors match the residence.*
- 12. Variations in any of the covenants may be permitted by the developer where he is reasonably satisfied that such variations will be pleasing and generally in keeping with the character of surrounding properties and will not be a detriment to the subdivision as a whole. After the developer no longer owns any lot in the subdivision, requests for variations may be submitted to such review committee(s) as may be convened from among the property owners within this subdivision for consideration and approval or rejection.*