

**PRAIRIE TRAILS PLAT
PROTECTIVE COVENANTS**

1. Any Lots shall not be used for any commercial purposes, excepting a home based business. A home based business is defined as a business conducted entirely within a dwelling and carried on solely by the occupants thereof, which use is clearly incidental and secondary to the use of the dwelling purposes and does not change the character thereof; in connection with which there is no sign larger than 5 square feet showing the name or names of the person or persons, and the profession or business conducted in connection therewith; and there is minimal stock in trade, or outside storage of equipment or materials.
2. No subdivision shall be made of any Lot.
3. No outside toilet shall be permitted on any Lot, except for self-contained toilets to be used during improvements made to any Lot.
4. No structure of a temporary character used as a dwelling, including but not limited to, a trailer, mobile home, manufactured home, basement home, or tent shall be used upon any Lot at any time.
5. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or an annoyance to the neighborhood.
6. No animals, livestock or poultry of any kind shall be raised, bred or kept upon any Lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.
7. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Refuse shall not be kept except in sanitary containers.
8. No building shall be erected and left uncompleted on the exterior for a period in excess of twelve (12) months. The exterior of any residential dwelling and the installation of sod shall be completed within twelve (12) months of commencement of construction of the dwelling.
9. All provisions of current zoning ordinances now in effect or as subsequently amended or adopted hereafter shall become a part of these covenants.
10. Private sewage systems shall not be permitted.
11. No owner or occupant of any Lot shall allow a motor vehicle to remain on such lot for a period of more than fifteen (15) days if such motor vehicle lacks vital component parts or is in an inoperable condition, unless it is kept in an enclosed garage.

12. Lots shall contain a driveway made of concrete, asphalt or paving stones, and shall be installed within fifteen (15) months of the date of commencement of construction of the structure or other improvements on such Lot.

13. The limitations and restrictions contained herein shall run with the land and shall be binding on all parties hereto, their heirs, successors and assigns.

14. If any violation occurs hereunder and if such violation continues for a period of thirty (30) days after written notice of violation is sent to the Property Owners, the City shall be entitled to enforce same and shall, without limitation of any other rights or remedies available at law or in equity, be entitled to specific performance and shall be entitled to liquidate damages in the amount of \$75.00 per day for each day that the violation continues after such thirty (30) days, in addition to recovering their reasonable attorney's fees.

The provisions hereof shall be liberally construed to effect the purpose of creating a uniform plan for the Property and the creation and preservation of a high quality single family residential area. Failure of the City to strictly enforce the provisions of this Declaration on any one or more occasions shall not be deemed a waiver of such provisions on any other occasion. Invalidation of any provision or application of this Declaration by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision or application hereof.