

Riverwood

RESTRICTIVE COVENANTS

1. No lot or lots or any part thereof shall be used for any purpose except for single family residential purposes.
2. No building shall be erected or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height with an attached private garage and, as permitted by ordinance, a boat house, sauna, or accessory structure of no more than 240 square feet. An additional detached garage or barn is permitted, provided that the footprint square footage of any detached garage may not exceed 60% of the footprint square footage of the dwelling, including any attached porch or attached garage. No detached garage or accessory structure may be constructed on a lot unless the dwelling is constructed prior to or simultaneously therewith. All structures shall have the same or matching complimentary roof pitch and exterior finish.
3. No structure of temporary character, trailer, mobile home dwelling known in the housing industry as single-wide and double-wide, basement or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. No used or old dwellings or auxiliary building shall be removed from another site and placed on any lot.
4. All building exteriors shall be completed within one year from the date of commencement of construction. All landscaping shall be completed within two years from the date of beginning of construction.
5. No dwelling shall be erected or permitted to remain on any lot or any part of adjoining lots in which the main floor living area of the dwelling, exclusive of porches, basement areas and attached garage, shall be less than 1,500 square feet in the case of a one story dwelling. In the case of a one and one-half, two, or two and one-half story dwelling or split entry dwelling, the actual living area exclusive of porches, basement areas and garages, shall be at least 2,500 square feet. With the exception of Lot 1, which existed prior to the plat and has a detached two car garage, each dwelling must have an attached garage for at least two cars. The minimum pitch on the roof of any dwelling, attached or detached garage, or accessory structure must be 6/12.
6. No dwelling, garage or accessory structure shall be erected until building plans, specifications, and site plans (with

building locations staked on the ground) have been approved by the Riverwood architectural control committee and Town of Thomson building official.

7. No lot shall be subdivided to decrease the area of any lots set out in the plat, unless it is for street purposes, but a lot may be subdivided for the purpose of increasing the area of adjoining lots. Lots so created shall be considered one lot for the purpose of this restriction.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot which may be or may become a nuisance. Reasonable care shall be exercised to preserve natural trees. No livestock or farm animals other than horses, and no poultry, may be kept or raised on any lot. Outdoor kennels for more than three dogs are prohibited, and no lot owner may keep more than three dogs at his property. All dogs must be licensed with the Town of Thomson.

9. Outlot A, designated on the plat of Riverwood as "Open Space," shall be for the private use of owners of lots in Riverwood and the owners of property in those portions of the Northwest Quarter of Southeast Quarter and Southwest Quarter of Northeast Quarter of Section 12, Township 49, Range 16, which lie east and south of the Midway River, and shall not be for public use. In the event Outlot A is conveyed to the owner of those portions of the Northwest Quarter of Southeast Quarter and Southwest Quarter of Northeast Quarter of Section 12, Township 49, Range 16, which lie outside of Riverwood, the Open Space character described above will remain with and run with the land and Outlot A may not be utilized by said owner in determining density requirements for any subdivision or zoning requirements.

10. A private nature trail is hereby reserved over the following portions of Riverwood for private, non-motorized use (e.g. foot access, bicycle, snowshoeing, cross country skiing, horseback, etc.) of owners of property in Riverwood, and such guests as the owners of property in Riverwood decide to permit: all of Outlot A; Southerly 30 feet of Lots 1, 3 and 4; Easterly 100 feet of lots 4-10, measured from the centerline of the Midway River; Northerly 30 feet of Lots 10 and 11; and Westerly 33 feet of Lots 11-15. This nature trail shall not be for public use. No structure, fence or other obstruction shall be permitted to interfere with any path located in the private nature trail established herein.

11. A special no-construction setback area is hereby established, affecting the southeasterly portion of Lot 1 and the southerly 150 feet of Lot 3, as depicted on the plat of Riverwood. Construction of improvements is prohibited in the no-construction setback area in order to provide a buffer for the parcel of real estate adjoining to the south. This

Restrictive Covenant is for the benefit of, and may be enforced only by, owners of the real property described as follows:

North 198 feet of West Half of Southeast Quarter of Southwest Quarter, Section 12, Township 49 North, Range 16, West of the Fourth Principal Meridian

The only portion of these Restrictive Covenants which affect and benefit the owners of said benefitted property is this paragraph 11, as limited by paragraphs 12 and 13 below. The owners of said benefitted property shall not be permitted to join in any action to enforce or construe any provision of these Restrictive Covenants, other than this paragraph.

12. These Restrictive Covenants are to run with the land and shall be binding upon and inure to the benefit of all parties and all persons claiming under them for a period of thirty years from the date of the recording of these Restrictive Covenants.

13. Enforcement shall be by proceeding at law or in equity in Carlton County District Court, by any owner of property in Riverwood (except with respect to paragraph 11 above, in which case only the owners of the benefitted property described therein shall be permitted to bring an action), against any person(s) violating or attempting to violate any Restrictive Covenant, either to restrain violation or to recover damages.

14. Invalidation of any one or more of these Restrictive Covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.