

Bozich Residential Protective and Restrictive Covenants

The City of Nashwauk, a municipal corporation under the laws of the State of Minnesota, the owners of said legal description to which this deed refers, hereby makes the following covenants and restrictions as to the use of the lots in this agreement. The protective and restrictive covenants shall run with the land, and shall be binding upon and for the benefit of all present and future owners of said property.

1. **Land Use**

No lot shall be used except for residential purposes. The covenants as set forth herein shall apply to all lots within the Plat.

2. **Construction**

Within one year of the date title is transferred to the owner from the City of Nashwauk, that owner must commence construction and the dwelling must be completed within two years of date of title transfer.

3. **Improvement and Structures**

Improvements shall consist of only construction, single-family homes, with no single stand or doublewide manufactured home units. The minimum square feet shall be 1000 square feet for a rambler or split-level and 1100 square feet for a one-and-a-half story or 2 story, defined as full levels above ground. Exteriors shall be natural wood stained or earth-toned and consist of steel, brick, vinyl, stucco, stone or cedar with no hardboard, pressed wood or plywood type siding. Up to two (2) garages will be permissible; or one garage and one pole building; exterior of garage and/or pole building must match exterior color of home. Garage and/or pole building must be a minimum of two stalls and 575 square feet, stick-built. Only one storage or accessory building per lot single story, maximum of 144 square feet, finished exterior to match home. Landscaping and exterior finishing must be completed within 12 months of the start of construction.

4. **Two Lots**

A second lot may only be purchased if the size of the home will be no less than 3,000 square feet of gross living area above grade. An application of proposed home size must be submitted to the Nashwauk Zoning Commission for approval.

5. **Building Location**

Must comply with current City of Nashwauk Zoning Ordinances.

6. **Variance**

If the owner cannot comply with paragraphs 2, the owner must apply to the Nashwauk Zoning Commission. The Committee may recommend a variance to allow additional time if the reasons for the delay are beyond the owner's control – changes in the owner's financial or health condition, changes in the building market, or unforeseen delays or any reason deemed acceptable by the Committee. The Committee must be convinced that the owner's reasons for an extension are not merely for speculation. The Committee's recommendation is then sent to the City for final decision.

7. **Default**

If the owner fails to comply with these provisions or is denied a variance, the City would return 2/3 of the original purchase price to the owner. The property would also revert back to the City's ownership.

8. Easements

Easements, if any, for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The easement area of each lot shall be maintained continuously by the owner of the lot, except any improvements for which a public authority or utility company is responsible. Notwithstanding any other provision in these Covenants, Restrictions and Conditions, no building shall be located within any easement in the plat, nor shall any trees, shrubs or other material be placed or permitted within any easement in the plat, nor shall the flow of drainage channels be obstructed or retarded within any easement in the plat.

9. Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

10. Fencing

Fencing may be installed in compliance with the City of Nashwauk Zoning Ordinances.

11. Utilities

The public utilities delivered to each unit, such as electricity, telephone, natural gas, cable TV, etc., shall be constructed below ground. All sewer, storm sewer and water services for each unit shall be constructed below ground.

12. Pets, Livestock and Poultry

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept. Domestic household pets shall be kept in any location within the plat. Domestic household pets may be kept on any lot in the plat so long as such domestic household pets do not constitute a nuisance and/or unreasonably interfere with the quiet enjoyment of the plat by the other unit owners. Pets shall not be allowed to run-free and shall be kept on the owner's property at all times.

13. Commercial Trucks

No large commercial trucks shall be kept on the premises or the public streets within the plat. A commercial truck is defined as 22,000-pound axle weight.

14. Sewage Disposal or Wells

No individual sewage-disposal system nor well shall be permitted on any lot.

15. Subdivision of Lots

Platted lots may not be subdivided.

16. Severability

The invalidity of any one provision of these covenants by Court Order shall in no way effect or invalidate any of the provisions, which shall remain in full force and effect.

17. Term

