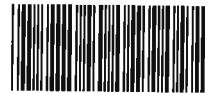


Transaction#: 167026

735282

RECORDING FEE

\$46.00



Recorded on: 7/8/2014 10:57AM

By: KSS, Deputy

58.587.0010 - .0380

Return to:
MOORHEAD CITY
PO BOX 779
MOORHEAD, MN 56560

lmk deputy

DiAnn M Streifel, Recorder
CLAY County, MN

**DECLARATION OF COVENANTS and RESTRICTIONS
OF PARKVIEW FIRST ADDITION
TO THE CITY OF MOORHEAD, CLAY COUNTY, MINNESOTA**

RECITALS

Whereas, the City of Moorhead is the owner (hereinafter the "City") of the real property legally described as follows:

Lots 1 through 38, Block 1 Parkview First Addition to the City of Moorhead, Clay County, Minnesota (hereinafter the "Property").

Whereas, the City desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community contributing to the personal and general health, safety and welfare of residents and for the maintenance of the land and improvements thereon, and to this end subjects the Property to the covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner thereof.

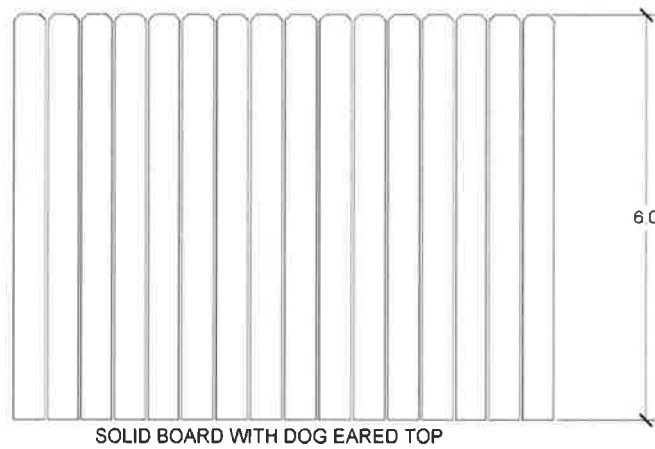
ACCORDINGLY, City hereby (a) declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth and (b) hereby states and affirms that this Declaration is being executed by the City as owner of the Property affected by said Declaration.

NOW, THEREFORE, BE IT RESOLVED:

1. LAND TO WHICH THESE COVENANTS APPLY. These covenants shall apply to Lots 1 through 38, Block 1 Parkview First Addition to the City of Moorhead, Clay County, Minnesota.
2. FENCING. All fencing plans shall be submitted to the City Planning Office for approval. The following conditions apply to fencing on the Property facing Village Green Boulevard and/or 28th Street South:
 - i. If any fence is of a type where the posts or rails are exposed on only one side of the fence, all such posts or rails shall face inward towards the lot owner constructing the fence.
 - ii. Fencing shall be six feet in height and shall otherwise comply with applicable City of Moorhead ordinances and codes.
 - iii. Fencing must be made from natural wood (treated or cedar lumber).

- iv. Fencing shall be a solid board-on-board with dog eared top, as shown on Figure 1.
- v. No fencing shall be stained or painted (clear sealants are allowed).
- vi. Fencing shall be maintained in a good condition and in a condition maintaining its original appearance.

Figure 1



- 3. TERM. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for a period of twenty-five (25) years from the date this Amendment is recorded, after which time, the covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the Lots has been recorded agreeing to change the covenants in all or in part or agreeing to cancel said covenants in their entirety.
- 4. REMEDIES FOR VIOLATIONS AND ENFORCEMENT. The covenants and restrictions set forth herein shall run with the land and bind the present owners and the present owners' heirs, successors and assigns to conform to and observe said restrictions as to the use of the Property. No covenants or restrictions shall be personally binding on any person except in respect to breaches committed during their ownership of the particular lot or lots upon which such violations occurred. Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any of the restrictions set forth herein, either to restrain violation or to recover damages. Any owner of any lot or lots has the right to proceed at law or equity to restrain violation and obtain an injunction prohibiting the violation of any covenants or restrictions under the terms of this Amendment, in addition to a legal action for damages.

5. SEVERABILITY. Invalidation of any one of these covenants by judgment or by court order shall not affect any of the other provisions which shall remain in full force and effect.

CITY OF MOORHEAD

By: Del Rae Williams
Del Rae Williams, Mayor

By: Michael Redlinger
Michael Redlinger, City Manager

ATTEST:

Michelle French
Michelle French, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF CLAY)

The foregoing instrument was acknowledged before me this 27th day of June, 2014, by Del Rae Williams, Michael Redlinger, and Michelle French, known to me to be the Mayor, City Manager, and City Clerk, respectively, of the City of Moorhead.

Dawn Fuxa
Notary Public, Clay County, Minnesota
My Commission Expires: 1-31-2017

(SEAL)

