

OFFICE OF COUNTY RECORDER
COUNTY OF CLAY, MINNESOTA

THIS INSTRUMENT WAS CERTIFIED, FILED
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AS DOCUMENT NO.

569410

J. Bonnye Rehder

J. BONNYE REHDER, CLAY COUNTY RECORDER

for Wilson Investments
per 725 Center Ave Suite 6
Mhd MN 56560

RESTRICTIVE COVENANTS FOR ARBOR PARK SECOND ADDITION

THIS IS A DEDICATION AND RESTRICTIVE COVENANTS FOR LOTS ONE (1) THROUGH THIRTEEN (13) INCLUSIVE OF BLOCK ONE (1), LOTS ONE (1) THROUGH EIGHTEEN (18) INCLUSIVE OF BLOCK TWO (2), AND LOTS ONE (1) THROUGH SEVEN (7) INCLUSIVE OF BLOCK THREE (3) ARBOR PARK SECOND ADDITION TO THE CITY OF MOORHEAD, CLAY COUNTY, MINNESOTA.

The undersigned, being the developer of the property herein described and as shown on the recorded plat thereof, does prescribe and declare that, in order to protect both the community and the individual homeowners, this property shall be subject to the applicable restrictions and conditions as hereinafter setforth, and that such applicable restrictions and conditions shall apply to and be a part of every conveyance or deed to said property, or any part conveyance thereof; that said restrictions and conditions shall be deemed and considered as covenants on the heirs, personal representatives, executors, administrators, successors and assigns of any entity or person to whom said land may have been conveyed until twenty (20) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners it is agreed to change such covenants.

Any actual or attempted violations or omissions to perform any of the conditions and restrictions as hereinafter setforth shall entitle, and shall be lawful for any persons owning real estate in said addition, which is subject to the restrictions or conditions in respect to which default is made, to institute and prosecute appropriate proceedings, at law or in equity, for wrong done or attempted. If an action is taken to prosecute violations to these restrictive covenants and, it is judged in a court of law, that a violation has been willfully committed, the violator shall be responsible for all legal and court costs for both plaintiff and the defendant for resolving such violation. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other covenants which shall remain in full force and effect.

1. LAND USE AND BUILDING TYPE:

All of the property to which these covenants apply shall be limited to residential use including single family detached and single family attached residences including twinhomes, townhomes and condominiums. No mobile homes shall be allowed.

2. EASEMENTS:

As to all lots, easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the final recorded plat and/or subsequently recorded documents. Within these easements, no structures, plantings or other materials shall be placed or permitted to remain, without the written consent of the City of Moorhead, which may damage or interfere with the installation and maintenance of utilities or which may change the direction or rate of flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, including any fencing, shrubs, trees, or permanent signs placed by the city or developer, except for those improvements for which public authority or utility company is responsible.

3. LANDSCAPING:

All front yards, back yards and sideyards of lots to which these covenants apply shall be fully sodded or seeded as soon as possible after completion of the construction of any dwelling on the property as soon as weather permits. Any boulevard trees that may be planted by the City of Moorhead or the developer shall be watered and maintained by the respective property owner.

4. MAILBOXES:

The developer shall determine the location and size of all mail boxes. Mailbox posts, if wood, must be of 4"x 4" dimensions or greater; if metal, decorative wrought-iron style. All posts must be permanently affixed to ground (no weighted-base style posts will be permitted). Newspaper boxes will be affixed to the same post as the mailboxes whenever possible.

5. DWELLING QUALITY AND SIZE:

Architectural controls apply. All homes must be approved by developer in order to maintain harmony in design, materials, and workmanship with the existing structures and locations within the property hereinbefore described. All homes shall be stick built on-site. All designs for residences shall include an attached garage only and no detached separate garages shall be permitted.

6. DRIVEWAYS:

All driveways on lots in the premises shall have a concrete surface unless otherwise approved by the developer.

7. REMOVAL OF DIRT:

When excavating for structures, leveling of lots or doing any dirt work, no earth or soil shall be removed from the premises except with the consent of the developer and then only to such places as may be directed by such consent.

8. NUISANCES:

As to all lots to which these covenants apply, no noxious or offensive activity shall be carried on or about any lot nor shall anything be done thereon which may be or become an annoyance or nuisance in the neighborhood. No outside storage of disabled vehicles of any kind is allowed in excess of ten (10) consecutive days per calendar month.

9. SNOWMOBILES:

No snowmobiles or other recreational vehicles shall be operated on any portion of Arbor Park Second Addition. No snowmobiles or other recreational vehicles shall be operated on any street in Arbor Park Second Addition unless such operation is specifically permitted by the ordinances of the City of Moorhead.

10. PETS:

No horses shall be kept on any of the lots or on the premises. No animals of any kind other than the customary household pets shall be kept or allowed on any part of the premises or any lots thereof. No facility for raising or boarding of animals for commercial purposes shall be allowed on any of the premises.

11. FENCES:

Only chain link, cedar, vinyl/pvc, ornamental iron, or split rail type fencing shall be allowed. No fences shall be installed or extend any further towards the front of the property than the front-most portion of the house constructed on the subject property.

12. SIGNS:

No signs or advertising for "in-home" businesses shall be posted on any structure or property included in these restrictive covenants. Signs posted on property included in these restrictive covenants listing specific individual lots or houses for sale shall be limited to signs not in excess of two feet by three feet dimensions. This does not apply to signs for developer advertising development.

13. TELEPHONE LINES, ELECTRIC LIGHT AND POWER LINES:

As to all lots, temporary overhead distributive and service lines shall be permitted only until permanent underground facilities are installed. Permanent overhead lines shall be prohibited except during emergencies and repairs.

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Parcel Addt'l Info: NEW # FOR 1/3 IN 2003
Parcel #: 58.026.0330
Parcel Addt'l Info: NEW # FOR 2/3 IN 2003
Parcel #: 58.026.0340
Parcel Addt'l Info: NEW # FOR 3/3 IN 2003
Parcel #: 58.026.0350
Parcel Addt'l Info: NEW # FOR 4/3 IN 2003
Parcel #: 58.026.0360
Parcel Addt'l Info: NEW # FOR 5/3 IN 2003
Parcel #: 58.026.0370
Parcel Addt'l Info: NEW # FOR 6/3 IN 2003
Parcel #: 58.026.0380
Parcel Addt'l Info: NEW # FOR 7/3 IN 2003
~~Parcel #: 58.988.8858~~
~~Parcel Addt'l Info: # DLTD. 38 LOTS PLATTED IN 2002~~
Fees: RECORDING FEE 35.00
Total Fees: 35.00

Total Number of Documents: 1

End of Report

6-6

Document No. 568032
PLAT

Recorded Date & Time 2002-11-05 14:06:24
Doc. Date
Consideration 0.00
Pages 1
Reference #

Parties: PLAT NAME ARBOR PARK 2ND ADD MOORHEAD
PLAT NAME ARBOR PARK 2ND ADD MOORHEAD

Tract Section: 3 Township: 139 Range: 48 Govt Lot: -NW-SW
Tract Addt'l Info: PT

Subdivision Name: ARBOR PARK 2ND ADD - MOORHEAD
Block: Lot: OutLot: Portion:
Subdivision Addt'l Info: ALL

Parcel #: 58.026.0010
Parcel Addt'l Info: NEW # FOR 1/1 IN 2003

Parcel #: 58.026.0020
Parcel Addt'l Info: NEW # FOR 2/1 IN 2003

Parcel #: 58.026.0030
Parcel Addt'l Info: NEW # FOR 3/1 IN 2003

Parcel #: 58.026.0040
Parcel Addt'l Info: NEW # FOR 4/1 IN 2003

Parcel #: 58.026.0050
Parcel Addt'l Info: NEW # FOR 5/1 IN 2003

Parcel #: 58.026.0060
Parcel Addt'l Info: NEW # FOR 6/1 IN 2003

Parcel #: 58.026.0070
Parcel Addt'l Info: NEW # FOR 7/1 IN 2003

Parcel #: 58.026.0080
Parcel Addt'l Info: NEW # FOR 8/1 IN 2003

Parcel #: 58.026.0090
Parcel Addt'l Info: NEW # FOR 9/1 IN 2003

Parcel #: 58.026.0100
Parcel Addt'l Info: NEW # FOR 10/1 IN 2003

Parcel #: 58.026.0110
Parcel Addt'l Info: NEW # FOR 11/1 IN 2003

Parcel #: 58.026.0120
Parcel Addt'l Info: NEW # FOR 12/1 IN 2003

Parcel #: 58.026.0130
Parcel Addt'l Info: NEW # FOR 13/1 IN 2003

Parcel #: 58.026.0140
Parcel Addt'l Info: NEW # FOR 1/2 IN 2003

Parcel #: 58.026.0150
Parcel Addt'l Info: NEW # FOR 2/2 IN 2003

Parcel #: 58.026.0160
Parcel Addt'l Info: NEW # FOR 3/2 IN 2003

Parcel #: 58.026.0170
Parcel Addt'l Info: NEW # FOR 4/2 IN 2003

Parcel #: 58.026.0180
Parcel Addt'l Info: NEW # FOR 5/2 IN 2003

Parcel #: 58.026.0190
Parcel Addt'l Info: NEW # FOR 6/2 IN 2003

Parcel #: 58.026.0200
Parcel Addt'l Info: NEW # FOR 7/2 IN 2003

Parcel #: 58.026.0210
Parcel Addt'l Info: NEW # FOR 8/2 IN 2003

Parcel #: 58.026.0220
Parcel Addt'l Info: NEW # FOR 9/2 IN 2003

Parcel #: 58.026.0230
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Parcel #: 58.026.0240
Parcel Addt'l Info: NEW # FOR 11/2 IN 2003

Parcel #: 58.026.0250
Parcel Addt'l Info: NEW # FOR 12/2 IN 2003

Parcel #: 58.026.0260
Parcel Addt'l Info: NEW # FOR 13/2 IN 2003

Parcel #: 58.026.0270
Parcel Addt'l Info: NEW # FOR 14/2 IN 2003

Parcel #: 58.026.0280
Parcel Addt'l Info: NEW # FOR 15/2 IN 2003

Parcel #: 58.026.0290
Parcel Addt'l Info: NEW # FOR 16/2 IN 2003

Parcel #: 58.026.0300
Parcel Addt'l Info: NEW # FOR 17/2 IN 2003

Parcel #: 58.026.0310
Parcel Addt'l Info: NEW # FOR 18/2 IN 2003

Parcel #: 58.026.0320