
(Space Above for Recorder/Registrar Use)

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF
LAKEVIEW**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF LAKEVIEW (the “**Amendment**”) is executed by the undersigned President and Secretary of Lakeview Owners Association, a Minnesota nonprofit corporation, and by Source Land Development, Inc., a South Dakota corporation (“**Developer**”), dated as of the date of recording hereof in the office of the Registrar of Titles in and for Hennepin County, Minnesota.

RECITALS

A. Developer made that certain Declaration of Covenants, Conditions, Restrictions, and Easements of Lakeview dated August 11, 2015, and recorded _____, as Document No. _____, in the Office of the Registrar of Titles in and for Hennepin County, Minnesota (as amended, modified, or restated, the “**Declaration**”).

B. The Declaration encumbers real property in Hennepin County, Minnesota comprising the community of Lakeview, as described in the Declaration.

C. Section 15.1 of the Declaration provides that as of the execution of this Amendment any amendment of the Declaration requires the consent of the Board, the Owners who have the authority to cast at least 67% of the total votes in the Association, and Developer. Section 15.2 of the Declaration provides that each amendment so approved must include an affidavit by the President or Secretary of the Association that such amendment has been approved as required by the Declaration.

D. Pursuant to Section 15.2 of the Declaration, and as evidenced by the affidavit herein of the Association’s President and Secretary, the Board and the Owners who have the authority to cast at least 67% of the total votes in the Association have consented to this Amendment, and Developer has executed this Amendment.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Capitalized Terms. Except as otherwise expressly defined herein, words and phrases in this Amendment have the same meanings as defined in the Declaration.

2. Landscaping.

- a. Section 1.16 of the Declaration is hereby deleted in its entirety and replaced with the following:

“1.16 “Improvement” means any physical improvement of any kind to any part of the Property, temporary or permanent, structural, aesthetic, or otherwise, including, but not limited to, any Dwelling, structure, enclosure, building, addition, retaining wall, other wall, fence, sign, enclosure, deck, patio, screening, sport court, basketball hoop, fire pit, exterior lighting, gazebo, utilities system, antenna or other type of sending or receiving apparatus or communications system (other than standard TV satellite dishes), drainage system, pond, roadway, trail, landscaping (other than Plantings and Vegetation, as described herein), or any other type of structure or physical improvement or any alteration, modification, or change involving any such physical improvement.”

- b. Section 9.5.4 is hereby added to the Declaration:

“9.5.4 Plantings and Vegetation (and irrigation systems supporting the same) are permitted within an Owner’s Unit without prior review and approval from the Board or a committee appointed by it; provided, however, that the ratio of Plantings to Vegetation shall be consistent with the general standards of a single-family residential lot within the City, and provided further that in no event shall any Plantings or Vegetation include Nuisance Trees. Any Plantings or Vegetation that is not otherwise permitted by this paragraph is subject to prior review and approval from the Board or a committee appointed by it in accordance with the procedures set forth in this Section 9. For purposes of this Declaration: (a) “Plantings” shall mean (i) any living plants commonly used for decorative or ornamental purposes (including but not limited to flowering plants, trees, vines, shrubbery or bushes), or (ii) any living plants commonly used for single-family residential food production (including but not limited to vegetables, fruits, herbs, or other edible plants) provided that such food production is not commercial in nature; (b) “Vegetation” shall mean any living plants commonly used in residential lawns, including but not limited to grasses, turf and sod; and (c) “Nuisance Trees” shall mean any trees whose tree debris (e.g., leaves, acorns, fruit, branches, sap, or seeds) may create an irritating or annoying condition or otherwise be considered a nuisance under Minnesota law, including but not limited to tree varieties such as cottonwood, ginkgo, crabapple, mimosa, white mulberry, hackberry, silver maple, Bradford pear, Chinese Tallow, ash, sweetgum, black walnut, boxelder maple, and black cherry trees.”

3. Pets.

- a. Section 8.11.3 is hereby deleted in its entirety and replaced with the following:

“8.11.3 Pets shall not be allowed to make an unreasonable amount of noise or to become a nuisance or a threat to the safety of Owners, Occupants, and their guests. The Rules and Ordinance of the City of Orono, as amended from time to time, shall determine a violation of this provision.”

- b. Section 8.11.6 is hereby deleted in its entirety and replaced with the following:

“8.11.6 The Board shall refer all pet complaints to the City of Orono and the City of Orono Police Department for determination of a violation of the City Rules and Ordinances relating to pet behavior. Any pet found to violate the City Rules and Ordinances will be subject to procedures established by the City from time to time. Any

City Police Department Officer or Animal Control Officer may enter the Property to enforce the applicable restrictions, laws or ordinances.”

- c. Section 8.11.8 is hereby deleted in its entirety and replaced with the following:

“8.11.8 All fines, or costs for repair or injury, imposed upon an Owner or Occupant for a failure to comply with any pet restrictions, or otherwise charged or imposed by the Association or the City pursuant to this Section 8, shall be charged to the Owner and shall be assessed against the Owner’s Unit.”

4. Fences. Section 9.6 of the Declaration is hereby deleted in its entirety and replaced with the following:

“9.6 Fence Structures. Notwithstanding anything in this Declaration to the contrary, any installation, modification, Improvement, repairs, or replacement of any type, whether temporary or permanent, structural, aesthetic, or otherwise with respect to any fence shall be reviewed and approved by the Board or a committee appointed by it in accordance with the review procedures in this Section prior to any such installation, modification, Improvement, repair or replacement. Any above ground fencing that may be allowed or approved pursuant to this Section 9 shall, at a minimum, meet the following specifications: (i)(a) all portions of the fence structure must be located entirely within the backyard of the Unit, (b) the side walls of the fence structure shall not be located more than fifteen feet distance measured perpendicular from the side wall of the Dwelling, and (c) shall be subject to any applicable wetland, conservation area, or side or rear yard setback requirements, which may further restrict the location of the fence structure; (ii) all portions of the fence structure shall be no more than forty-eight inches above grade (except for minor height variations for decorative post caps, and except that all portions of a fence structure surrounding a pool shall have a maximum height, above grade, of the greater of (A) forty-eight inches or (B) the height required by law), (iii) all portions of the fence structure shall be of a non-privacy design (which design shall prohibit, for example (but not by limitation) solid fence panels, and the style and design of the fence structure shall be compatible with other fence structures within the Property, and (iv) the material of the fence structure shall be steel, iron, aluminum, or wood and shall be uniformly black or white in color.”

5. Rights to Hearing. The first sentence of Section 14.3 is hereby deleted in its entirety and replaced with the following:

“14.3 Rights to Hearing. In the case of imposition of any of the remedies authorized by Section 14.2.4, 14.2.5, or 14.2.7, the Board shall, upon written request of the offending Owner, grant the offending Owner a hearing before the Board or a committee of three or more disinterested Owners appointed by the Board.”

6. Declaration Continues. Except as specifically amended and modified herein, all of the terms, covenants and conditions of the Declaration shall remain in full force and effect, and, as so amended and modified, are hereby ratified and confirmed.

EXHIBITS:

Exhibit 1 Real Property Currently Encumbered by the Declaration

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Amendment effective as of the recording date as first set forth above.

ASSOCIATION:

LAKEVIEW OWNERS ASSOCIATION,
a Minnesota nonprofit corporation

By _____
NAME: _____
Its: President

By _____
NAME: _____
Its: Secretary

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018,
by _____ and _____ as President and Secretary, respectively, of Lakeview
Owners Association, a Minnesota nonprofit corporation, on behalf of the corporation.

Notary Public

Developer hereby consents to this Amendment.

DEVELOPER:

SOURCE LAND DEVELOPMENT, INC.,
a South Dakota corporation

By: _____
NAME: _____
Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018,
by _____, as _____, respectively, of Source Land Development, Inc., a South
Dakota corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Vantage Law Group, PLLC (LSL)
125 SE Main Street, Suite 250
Minneapolis, MN 55414

EXHIBIT 1

REAL PROPERTY CURRENTLY ENCUMBERED BY DECLARATION

The following real property located in the City of Orono, Hennepin County, Minnesota, currently comprises the community of Lakeview:

Property

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21, Block 1;

Lots 1, 2, and 3, Block 2;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22, Block 3; and

Outlots A, B, C, D, E, F, G, H, and I;

all in LAKEVIEW OF ORONO, Hennepin County, Minnesota, according to the recorded plat thereof.

