

**FOURTH CERTIFICATE OF AMENDMENT**  
**OF**  
**DECLARATIONS OF COVENANTS, CONDITIONS AND**  
**RESTRICTIONS**  
**OF**  
**LAKEBRIDGE ASSOCIATION NO. 4**

I, Sue Pietsch, President of Lakebridge Association No. 4, in accordance with ARTICLE IX GENERAL PROVISIONS, Section 3, and pursuant to the signatures of at least 75% of Association Lot Owners approving amendments (attached hereto as Exhibit A), do hereby certify that the Declaration of Covenants, Conditions and Restrictions of Lakebridge Association No. 4, dated June 22, 1978, and filed for record in the Office of the Dakota County Recorder on July 18, 1978, as Document No. 516749, shall be amended to read as follows:

1. Article IV, Section 1, shall be amended to read as follows:

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late fees, collection costs (including but not limited to court filing fees, mileage, and service fees) and reasonable attorney's fees, shall be charged on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, late fees, collection costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, except as provided by law.

2. Article IV, Section 8, shall be amended to read as follows:

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum and shall be subject to a late fee in an amount determined by the Board of the Association. The Association shall have all collection remedies provided by this Declaration and by law, including but not limited to actions at law against persons obligated to pay the same and lien foreclosure against the property in order to enforce its rights hereunder. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's lot.

3. Article IV, Section 9, shall be amended to read as follows:

3) The Association shall obtain and maintain directors and officers liability insurance with such reasonable limits and coverages as the Board shall determine from time to time.

B. Owner's Individual Policies. Each owner shall carry insurance for his or her own benefit insuring the full replacement cost of their unit. Each owner should carry insurance for his or her own benefit insuring personal liability and for fixtures within their unit.

C. Proof of Insurance. Owner shall be required to provide proof of the required insurance to the Association annually upon renewing their policy.

D. Enforcement. In the event an Owner fails to secure the necessary insurance or produce the required proof of insurance, the Association may secure an insurance policy and assess the costs thereof to the Owner, pursuant to the provisions in Article IV.

IN WITNESS WHEREOF, the Association has executed this instrument this 10 day of

May, 2003

LAKEBRIDGE ASSOCIATION NO. 4

BY: She Putsch

President

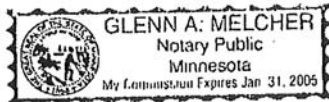
STATE OF MINNESOTA )

) ss.

COUNTY OF DAKOTA

The foregoing instrument was acknowledged before me this 10 day of May, 2003 by She Putsch, the President of LAKEBRIDGE ASSOCIATION NO. 4, on behalf of said Association.

[Signature]  
Notary Public



5/10/03



PETITION TO AMEND DECLARATIONS

We, the undersigned Lot Owners of Lakebridge Association No. 4, agree to amend the Declaration of Covenants, Conditions and Restrictions for Lakebridge Association No. 4, dated June 22, 1978, and recorded July 18, 1978 as Document No. 516749, to read as follows:

- 1. Article IV, Section 1 shall be amended to read as follows:

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late fees and reasonable attorney's fees, shall be charged on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, late fees and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

- 2. Article IV, Section 8 shall be amended to read as follows:

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum and shall be subject to a late fee in an amount determined by the Board of Association. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's lot.

Unit Address

Lot Owner(s)

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