

# DECLARATION OF

Document #804731

# COVENANTS, CONDITIONS AND

# RESTRICTIONS FOR LYNWOOD NORTH

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (“Declaration”) is made their 4th day of September 1987, **ARCON CONSTRUCTION CO., INC.**, a Minnesota corporation hereinafter referred to as (“Declarant”).

WHEREAS Declarant is the owner of certain real property located in the City of Lakeville, Dakota County, Minnesota, legally described as follows:

- Lots 1 through 11, Block 1;
- Lots 1 through 20, Block2;
- Lots 1 through 11, Block 3;
- Lots 1, Block 4;
- and Outlots A and B;
- and such other unplatted lots and additions thereto as may be hereafter brought within the jurisdiction of the Association.

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, transferred, sold, leased and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth which are for the purpose protecting the value, desirability and attractiveness of the Property, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property, their heirs, legal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

# ARTICLE I

## DEFINITIONS

The following words when used in their Declaration shall have the following meanings, unless the context clearly requires otherwise:

- a) **“Declarant”** shall mean **ARCON CONSTRUCTION CO., INC.**, a Minnesota corporation its successors and assigns if such successors or assigns.
- b) **“Association”** shall mean and refer to **LYNWOOD NORTH HOMEOWNERS ASSOCIATION, INC.**, a Minnesota nonprofit corporation, its successors and assigns.
- c) **“Board of Directors”** shall mean the Board of Directors of the Association.
- d) **“Property”** shall mean Lots 1 through 11, Block 1; Lots 1 through 20, Block 2; Lots 1 through 11, Block 3; Lot 1, Block 4; and Outlots A and B, Lynwood North, Dakota County, Minnesota, and such unplatted lots and additions thereto as may be hereafter brought within the jurisdiction of the Association.
- e) **“Common Area”** shall mean the park area legally described as Outlot A, Lynwood North, Dakota County, Minnesota, including all improvements and structures constructed or to be constructed thereon, and such additions thereto as have or may be granted to the Association for the common use and enjoyment of the Owners.
- f) **“Lot”** shall mean any plot of land shown upon any recorded subdivision map of the Property except the Common Area.
- g) **“Perpetual Easements”** shall mean that certain easements granted to the Association for the installation and maintenance of landscaping and a Lynwood

North Addition sign located on Lot1, Block 2 and Lot 1, Block 1 Lynwood North and that certain easements granted to the Association for installation and maintenance of all mailboxes and posts.

- h) **“House”** shall mean any building located upon the Property designated and intended for the use and occupancy as a residence by a single family.
- i) **“Driveway”** shall mean the paved surfaces of the Lots and Common Area which are intended for access from public streets to any House.
- j) **“Private Yard Area”** shall mean that portion of a Lot not covered by a House or Driveway.
- k) **“Owner”** shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- l) **“Member”** shall mean any person or entity holding membership in the Association as provided in Section 1, Article II hereof.
- m) **“City”** shall mean the City of Lakeville, a municipal corporation, located in Dakota County, Minnesota.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

**Section 1. Membership.** Every Owner of a Lot, except otherwise provided herein, shall be entitled and required to be a member of the Association. If any Lot is owned by more than one person or entity, each such person or entity shall be a member of the Association. An Owner of more than one Lot shall be entitled to one membership for each such Lot. Each such member shall be appurtenant to and may not be separated from the ownership of the Lot upon which it is based. No person or entity other than an Owner or Developer may be a member of the Association.

**Section 2. Voting Rights.** The Association shall have two classes of voting membership:

- a) **Class A.** Class A members shall be Owners of Lots, with the exception of the Declarant prior to termination of Class B membership. Class A members shall be entitled to one (1) vote for each Lot in which they hold an interest required for membership by Section 1. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any one Lot. There can be no split vote. When there is more than one Owner of a Lot, the vote shall be cast by the person named in a certificate signed by all Owners of the Lots and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate.
  
- b) **Class B.** Class B members shall be the Declarant who shall be entitled to two (2) votes for each Lot owned. The Class B membership shall cease when the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership.

Declarant shall be entitled to Class A membership for all Lots owned by it on or after the termination of Class B membership.

**Section 3. Suspension of Voting Rights.** In the event that any Owner shall be in default for a period of thirty (30) days in the payment of any assessment levied by the Association or the payment of any other amount or the performance of any other term of their Declaration, such Owner's right to vote as a member of the Association shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

## ARTICLE III

### PROPERTY RIGHTS IN THE COMMON AREA

**Section 1. Member's Easement of Enjoyment.** Every Member shall have a non-exclusive right and easement of enjoyment in and to the Common Area, which right and easement shall include, but not be limited to, easements for ingress and egress to their Lot for himself and their invitees, for utility, water and sewer easements, vehicle parking, pedestrian ingress and egress, and use and enjoyment of the Common Area. Such right and easement shall be appurtenant to and shall pass with the title to every Lot.

**Section 2. Title to Common Area.** The Declarant shall convey and record marketable title to the Common Area to the Association prior to the conveyance of the fee title to any Lot.

**Section 3. Extent of Members' Easements.** The rights and easements created hereby and the title of the Association to the Common Area shall be subject to the following:

- a. The right of the Association to borrow money for the purpose of improving the Common Area, and in aid thereof, to mortgage the Common Area, provided that the rights of such Mortgagee in the Common Area shall be subordinate to the rights of the members hereunder;
- b. The right of the Association to take such action as is reasonably necessary to protect the Common Area against foreclosure;
- c. The right of the Association to dedicate or transfer all or part of the Common Area to any governmental subdivision or public agency or utility, and to grant permits,

licenses, and easements over the Common Area for utilities, roads and other purposes necessary or useful for the proper maintenance or operation of any Lot or the Common Area;

- d. The right of the Association to grant any easements in the Common Area to any public or private utilities or government bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers or water pipes, coaxial cables or any other utility services serving any Lots or the Common Area;
- e. The right of the Association to promulgate reasonable rules and regulations governing the use of the Common Area, which rules and regulations shall be consistent with the rights and duties established in their Declaration;
- f. The right of the Association to charge reasonable admission and other fees for the use of the Common Area; and
- g. The right of the Association to suspend the voting rights of any Member and the right to use the recreational facilities, if any, by any Member for any period during which any assessment remains unpaid, and to suspend the said enjoyment rights for any period not to exceed sixty (60) days and to impose a fine not to exceed ten dollars (\$10.00) for each infraction of its published rules and regulations, each day during which such infraction exists being deemed a separate and distinct infraction; provided that nothing contained in their subsection shall be deemed to deny an Owner an easement for ingress and egress and utility purposes to and from their Lot.

**Section 4. Delegation of Use.** Any Member may delegate, in accordance with the Bylaws, their right to enjoyment of the Common Area and facilities to members of their family, or their tenants or contract purchasers who reside on their Lot.

**Section 5. Use of Common Area.** The Common Area shall be used strictly in accordance with the easements granted thereon. Except as herein provided, no Owner shall obstruct or interfere whatever with the rights and privileges of other Owners in the Common Area and

nothing shall be planted, altered, constructed upon, or removed by an Owner from the Common Area, without the prior written approval of the Association. If an Owner shall violate their Section, the Association shall have the right to restore the Common Area to its prior condition and assess the cost thereof to the Owner who violates their Section and such costs shall become a lien upon the Lot of such Owner which shall become due and payable upon demand. The Association shall have the right and power to collect the costs of such restoration as provided in Article IV for the collection of delinquent annual assessments. If an Owner interferes with the rights and privileges of another Owner in the use of the Common Area, except as herein provided, the Association or the Owner may commence an action to enjoin such interference and the prevailing party shall be entitled to recover reasonable attorneys' fees together with its or their costs and disbursements incurred in connection therewith.

## ARTICLE IV

### ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (a) annual assessments or charges for the purposes stated in Section 2 hereof; and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual assessments shall be due and payable in equal semi-annual installments on the first day of January and the first day of July of each year. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to

their successors in title unless expressly assumed by them. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of their Lot.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the pleasure, recreation, health, safety and welfare of the Owners and residents of the Property, including the improvement and maintenance of the Common Area and the Perpetual Easements. adequate reserve fund shall be maintained for working capital and for maintenance, repair, and replacement of those elements of the common property, if any, that must be replaced on a periodic basis.

**Section 3. Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be payable at the semi-annual rate of \$25.00 for each Lot, not including assessments for insurance premiums under Section 1, Article VII hereof.

- a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year, not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for such purpose.
- c. The assessment for each Lot owned by the Declarant containing a substantially completed but unoccupied House shall be one-half (1/2) of the annual assessment for each Lot. The assessment for each Lot owned by the Declarant containing an In-Process House shall be one-fourth (1/4) of the annual assessment for each Lot. There shall be no assessment for any Lot which contains neither a substantially completed nor an In- Process House. For the purposes of their sub- section, the

term "In-Process House" refers to that period of time beginning one month after the issuance of the building permit for the construction of the House until such unit is substantially completed.

- d. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

**Section 4. Special Assessments.** In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any calendar year a special assessment for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area and Perpetual Easements, including fixtures and personal property related thereto; provided that any such assessments shall be approved by two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose.

**Section 5. Notice and Quorum.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 hereof shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the opening of such meeting, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6. Uniform Rate of Assessment.** Both annual and special assessments shall be fixed at a uniform rate for all Lots, except as provided in Section 3 hereof.

**Section 7. Commencement of Initial Annual Assessments.** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

**Section 8. Commencement of Subsequent Annual Assessments.** On or before November 30 of each year, the Board of Directors shall fix the amount of the annual assessments against each Lot for the following calendar year and shall give written notice thereof to every Owner subject thereto. At the time the Board of Directors fixes the amount of annual assessments, it shall also adopt a budget for the following calendar year and cause a copy of such budget in reasonable detail to be furnished to each Owner.

**Section 9. Proof of Payment.** Upon written demand of an Owner at any time, the Association, for a reasonable charge, shall furnish a written certificate signed by an officer of the Association setting forth whether there are any unpaid assessments levied against such Owner's Lot. Such certificate shall be conclusive evidence of payment of any assessments not stated therein as unpaid.

**Section 10. Effect of Nonpayment of Assessments; Remedies of Association.** Any assessments which are not paid when due shall be deemed delinquent. If an assessment is not paid within thirty (30) days after the due date, it shall bear interest from the due date at the rate of eight percent (8%) per annum until paid and shall become a continuing lien in favor of the Association on the Owner's interest in the Lot against which assessed and the improvements thereon. The Association shall bring an action at law or in equity against the Owner personally obligated to pay the same or to foreclose the lien against the Lot in the same manner as a foreclosure by action of a mortgage on real property. The Association shall be entitled to recover interest, costs and reasonable attorneys' fees incurred in such action, which shall be added to the amount of such assessment All such and included in any judgment rendered in such action. Any interest, costs and attorneys' fees shall be

secured by the lien being foreclosed. The person personally obligated to pay the lien shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the foreclosed interest in the Lot as the Owner thereof.

**Section 11. Subordination of Lien.** The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage and to tax liens and liens for special assessments in favor of any taxing and assessing unit of government. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to charges which accrued prior to such sale or transfer. No such sale or transfer shall relieve a Lot from liability for any assessments thereafter becoming due or from the lien thereof or shall relieve the person personally obligated to pay the lien of personal liability for assessments due prior to such sale or transfer.

## ARTICLE V

### OTHER RIGHTS AND OBLIGATIONS OF ASSOCIATION

**Section 1. Common Area.** The Association, subject to the rights of the Owners as set forth in the Declaration, shall be responsible for, and be vested with, the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related there to) and shall keep the same in good, clean, attractive and sanitary condition, order and repair. Such responsibility shall include, but not be limited to, the following: the maintenance and repair of the Common Area and Perpetual Easements improvements, such as the recreational facilities, if any, signs, walkways, exterior ornamental lights, and all other improvements or material located within or used in connection with the Common Area.

**Section 2. City of Lakeville Conditions and Rules.** If, in the opinion of the City Council of the City of Lakeville, expressed in a resolution, the Association of the owners of Lots, have failed to provide: adequate maintenance and repair of any streets within the Property which have not been dedicated to public use; adequate snow removal from any said streets; adequate control of surface water drainage; adequate construction, and/or maintenance and repair of any sanitary sewer, storm sewer, water supply system, or other public utilities the construction, and/or maintenance and repair of which are the responsibility of the Association, or the owners of Lots; or adequate care of the Common Area; then duly authorized agents of the City of Lakeville may enter upon the Common Area and perform such: street maintenance and repair; snow removal from streets; control of surface water drainage; maintenance and repair of sanitary sewer, storm sewer, water supply system or other public utilities; as the City Council of the City of Lakeville shall have deemed necessary to preserve the health, safety and welfare of the residents of the Property or of the City of Lakeville.

If the City of Lakeville performs maintenance or make's repairs pursuant to their Declaration or constructs any public improvements pursuant to the laws of the State of Minnesota, then the City may assess the cost of said maintenance or repairs or public improvement directly against the benefited Lots, or the City may assess the Common Area for the cost of said maintenance or repairs, or public improvement. If the City assesses the Common Area for the cost of said maintenance or repairs, then the Association or the owners of Lots shall levy a special assessment against the benefited Lots to defray the total amount of the City assessment. Said special assessment need not have the consent of the Owners, Occupants, or Owner/Tenants.

The title of the Association and the owners of Lots in and to the Common Area is hereby made subject to a non-exclusive easement in favor of the City of Lakeville for the purpose of ingress and egress for police, fire rescue and other emergency calls, animal control,

health and protective inspection and to provide to the Owners other public services deemed necessary by the City of Lakeville, and for the purposes set forth herein.

The cost of any work performed by the City of Lakeville pursuant to their Declaration shall be assessed pursuant to the above provisions.

**Section 3. Services.** The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Area and Perpetual Easements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Area and Perpetual Easements or the enforcement of their Declaration. Any agreement for professional management of the Property, or any other contract providing for services by Declarant or an entity owned or controlled by the same persons as Declarant, must provide for termination by either party without cause of payment of a termination fee on ninety (90) days' or less written notice and by either party for cause upon thirty (30) days' or less written notice, and shall have a maximum contract term of one year, but may be renewable by agreement of the parties for successive one-year terms.

**Section 4. Personal Property for Common Use.** The Association may acquire and hold for the use and benefit of all the Owners personal property and may dispose of the same by sale or otherwise. Such beneficial interests shall not be transferable except with the transfer of title to a Lot, provided that an Owner may delegate their right to enjoyment of such personal property to the residents of their Lot. A transfer of title to a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such property in accordance with the purpose for which it is intended, without hindering or encroaching

upon the lawful rights of the other Owners. The transfer of title to a Lot pursuant to foreclosure shall entitle the purchaser to the beneficial interest in such property.

## ARTICLE VI

### INSURANCE

**Section 1. Maintenance of Insurance by Association.** On or before the first conveyance of a Lot to an Owner other than Declarant, the Association shall maintain the following insurance:

- a. The Association shall maintain fire and extended coverage insurance on any insurable common property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value, based on current replacement cost.
- b. The Association shall maintain a policy or policies of comprehensive general liability insurance in such amounts as the Association determines necessary covering bodily injury and property damage liability of the Association, individually, and as insurance trustee (hereinafter referred to as "Trustee") for the benefit of the Owners as their respective interests may appear, and covering bodily injury and property damage liability of each Owner arising out of the ownership, use, maintenance or repair of the Common Area and Perpetual Easements. Such policy or policies shall include a severability of interest clause or endorsement.
- c. The Association shall maintain such other insurance as the Board of Directors may determine.

**Section 2. Lien for Premiums.** The Association may, but shall not be, required to make payment of insurance premiums on behalf of any Owner who becomes delinquent in such payment. In the event that the Association does make such payment, then such payment and the cost thereof shall be treated as part of the annual assessment as described in Article IV hereof and shall be a continuing lien on the Lot for whose benefit such premium

payment is made and also the personal obligation of the Owner of such Lot at the time when such premium payment is made.

**Section 3. Fidelity Bonds.** The Association shall maintain blanket fidelity bonds for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. Where the Association has delegated some or all the responsibility for the handling of funds to a management agent, such bonds shall be required for the agent's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage required shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. In no event shall the aggregate amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all Lots plus reserve funds. Fidelity bonds required herein must meet the following requirements:

- a. a. Fidelity bonds shall name the Association as obligee;
- b. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions;
- c. The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees, and agents) shall be paid by the Association as a common expense; and
- d. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association and each servicer on behalf of the Federal National Mortgage Association.

## ARTICLE VII

### EMINENT DOMAIN

**Section 1. Representation.** The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Area, or any part thereof, and by acceptance of a deed for their Lot, each Owner appoints the Association as their attorney-in-fact for such purposes. In the event of a taking or acquisition of all or part of the Common Area by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or other trustee (such as a title insurance company appointed as such by the Association), for the use and benefit of the Owners and their Mortgagees, as their interests may appear.

**Section 2. Reconstruction.** In the event of a partial taking of the Common Area (or conveyance in lieu thereof) the Association promptly shall cause the remaining portions of the Common Area to be restored functionally and aesthetically to reasonably the same condition as before the taking, using so much of the proceeds of such taking for such purposes as shall be reasonably necessary. In the event of a total taking of the Common Area (or conveyance in lieu thereof), and the legal status of the Property is terminated as provided in Article VIII hereof, the proceeds shall be allocated equally among each Lot, payable jointly to the Owners and Mortgagees.

## ARTICLE VIII

### ADDITIONAL RESTRICTIONS

**Section 1. Land Use and Building Type.** All Lots shall be known as residential lots, and shall not be used or occupied for other than private one-family residential purposes. All structures built or to be built upon any Lot shall be built with an attached garage designed to accommodate a minimum of two (2) automobiles and any and all auxiliary buildings permitted by the City of Lakeville, and the Association shall have exteriors consisting of the same material used or to be used on the exterior of the house and be of the same or compatible architecture and color. A two-story house must have at least 1,100 square feet on the first floor and 2,000 square feet finished. A rambler-style house must have at least

1,400 square feet on the first floor. A split-level house must have at least 1,600 square feet on two levels excluding basement or for a home with more than two levels, 2,000 square feet finished above grade. The roof line for all houses must have a minimum 7/12 pitch or be approved by the Architectural/Design Review Committee. The elevation, setback, and angle at which the house sits on the Lot must also be approved by the Architectural/Design Review Committee.

**Section 2. Wood Shake Roofing.** All houses must have wood shake roofing or comparable high quality textured asphalt (i.e., Timberline) with a minimum 7/12 pitch or be of such design, character, and quality which is approved by the Architectural/Design Review Committee.

**Section 3. Architectural/Design Review Committee.** No house or other structure shall be erected, placed, or permitted to remain on any Lot until the building plan and specifications and the plot plan showing:

- a. floor plan of any proposed structure;
- b. site and grading plan, indicating all setbacks, topography, driveways, patios, pools, or any other exterior fixtures proposed, plus finished floor elevations and the height of the same above street grade level;
- c. all exterior materials to be used on any proposed structure, with notations as to type or kind, together with sample color chips of all such exterior materials;

shall have been submitted to and approved by the Architectural/Design Review Committee.

Notwithstanding anything contained in their Declaration to the contrary, the Architectural/Design Review Committee shall consist of Dean Scott Johnson and Tom Ingebrand of Arcon Construction Co., Inc. for as long as Declarant owns any Lot in the development. Approval or disapproval shall be based principally on harmony of external

design and location in relationship to surrounding structures and topography conducive to the development of a high standard residential community.

Plans shall be submitted in advance of construction, and the Architectural/Design Review Committee shall have twenty (20) days thereafter in which to review and approve or disapprove such plans. Failure of the Architectural/Design Review Committee to act within such time shall constitute approval by them of such plans as submitted, and if no action to enjoin construction shall have been commenced prior to completion of the house or other structure, approval shall be waived and full compliance with their paragraph shall be conclusively presumed. All construction shall be completed within one (1) year from the issuance of the building permit.

The authority herein reserved to approve or disapprove building and plot plans may be delegated in writing by the Architectural/Design Review Committee to their successors and assigns who shall exercise such authority in the same manner and subject to the same conditions herein before set forth.

**Section 4. Soil Removal.** No soil/dirt shall be removed from the property without the approval of the Architectural/Design Review Committee. Removal of any soil/dirt shall be at the Owner's expense and may only be moved to a location designated by the Architectural/Design Review Committee.

**Section 5. Prohibitions.** The following prohibitions shall be observed:

- a. No "For Sale" signs greater than 360 square inches shall be placed on any Lot except those of the individual Owner of the Lot. No other signs, including, but not limited to, garage sale, identification, advertising, or directional signs shall be placed within their development without prior approval of the Architectural/Design Review Committee.
- b. No garage shall be erected on any Lot before the House thereon is constructed.

- c. No fence or wall shall be built on any Lot without the prior approval of the Architectural/Design Review Committee and there shall be no chain link fencing.
- d. No garbage, ashes, refuse or refuse receptacles shall be placed or left on any Lot so as to be exposed to view or become a nuisance. Storage of all recreation and maintenance equipment, refuse, ashes, or garbage containers shall be an integral part of the site development and relate to the architectural form. No exposed refuse containers will be permitted. No on-site unhoused storage will be allowed for excess material, infrequently used vehicles, snowmobiles, boats, trailers, campers, motor homes, golf carts, and other stored seasonable equipment.
- e. No horses, cows, goats, sheep, or any domestic animal, poultry, or fowl, of any kind, except cats and dogs, will be permitted to be kept on any part of the Lots. If a kennel is desired, it shall be an integral part of the site or structure design. The area shall be adequately fenced, visually screened, constructed of maintained and substantial material and must receive approval by the Architectural/Design Review Committee prior to construction.
- f. No soft coal, except smokeless coal, nor fuel of any kind giving off black smoke or strong or obnoxious odors of any kind, shall be used.
- g. Television and/or radio antennas or satellite disks shall be placed within the House or located so that they are not visible from adjacent homes.
- h. Clothes lines shall be retractable and will be housed and out of view from adjacent homes when not in use.
- i. Ornaments, including, but not limited to, precast concrete, plastic, or wood figurines, gazing globes, wishing wells and windmills shall be prohibited, unless approved by the Architectural/Design Review Committee prior to installation or construction.

**Section 6. Fill and Excavated Materials.** Basic house profile shall correspond to the existing topography. Excessive cutting or filling will not be accepted with adequate justification. Grading not relating to building, access or drainage is discouraged. Normal

dirt and material excavated from any Lot during the construction of a dwelling or garage, shall not be removed without the prior consent of the Architectural/Design Review Committee and all such dirt and materials shall be and remain the property of the Declarant.

**Section 7. Perpetual Easements.** Declarant grants to the Association a Perpetual Easement for the purpose of installation and maintenance of signs identifying the subdivision over and across the following property:

Lot 1, Block 2, Lynwood North and  
Lot 1, Block 1, Lynwood North.

In addition to its obligation to install and maintain said identification sign, the Association shall be responsible for landscaping around the sign and maintaining said landscaping. Also, the Association shall be responsible for the installation and maintenance of all mailboxes and posts.

Easements for the installation and maintenance of utilities and drainage are reserved as shown on the recorded plat.

**Section 8. Mailbox.** All mailboxes and posts shall be approved by the Architectural/Design Review Committee and shall be owned and maintained by the Association.

**Section 9. Landscaping and Sodding.** All Lots must be sodded on or before one (1) year from the date the building permit is obtained.

**Section 10. Fireplaces and Chimneys.** All exposed fireplaces or chimneys must be constructed of brick or stone.

**Section 11. Prohibition of Damage and Certain Activities.**

Nothing shall be done or kept on any Lot or any part thereof which would increase the rate of insurance on the Property or any part thereof over what the Association, but for such activity would pay, without the prior written approval of the Association. Nothing shall be done or kept on any Lot or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental unit. damage to, or waste of the Property and buildings shall be committed by an Owner or their invitees or guests, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or their guests or invitees, to the Association or other owners. No noxious, destructive, or offensive activities shall be allowed on any Lots or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to any other Owner or to any other person at any time lawfully residing on the Property.

**Section 12. Pets.** No kennel, doghouse or outside run shall be kept for any commercial purpose nor shall pets be bred for a commercial purpose upon the Property. Any cat or dog, whenever outside of a House, must be kept under the direct control of the pet owner or another person able to control the pet. The person in charge of the pet must clean up after it. The Board may adopt more specific rules and penalties not inconsistent with the foregoing and may make all or specified portions of the Common Area off limits to pets. Upon the petition of seventy-five percent (75%) of the Owners of Lots located within seventy-five (75) feet of the Lot in which resides a specified dog, the Board of Directors may order the removal of a particular dog for constant and uncontrolled barking, repeated instances of wandering unleashed or other repeated behavior reasonably offensive to others; provided that the Owner of the Lot harboring the dog shall first have thirty (30) days' written notice in which to correct the offensive behavior.

**Section 13. Rentals.** Any lease between an Owner and a lessee shall provide that the terms of the lease shall be subject in all respects to the provisions of their Declaration, the Articles of Incorporation and the Bylaws, and that any failure by the lessee to comply with

the terms of such documents shall be a default under the lease. All leases shall be in writing. No House, garage or Lot may be leased for a period of less than thirty (30) days. Other than the foregoing, there shall be no restrictions on the right of any Owner to lease their Lot.

## ARTICLE IX

### GENERAL PROVISIONS

**Section 1. Duration.** The easements created hereby shall be permanent and the covenants and restrictions contained in their Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to their Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty (20) years from the date their Declaration is recorded, after which time the covenants and restrictions shall be automatically renewed for successive periods of ten (10) years.

**Section 2. Amendments.** Except as otherwise provided herein, the covenants and restrictions of their Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded. Notwithstanding the foregoing, Declarant shall have the exclusive right to amend their Declaration at any time for the purpose of complying with the Federal National Mortgage Association, Veterans Administration, Federal Home Loan Mortgage Corporation, or such other government associated agency requirements. In addition, Declarant shall have the right to amend their Declaration for any reason until July 1, 1988, by recording an amendment executed solely by Declarant.

**Section 3. Rules and Regulations.** The Board of Directors may adopt such reasonable rules and regulations governing the use of the Lots and the Common Area as the Board of Directors in its sole discretion deems appropriate or necessary.

**Section 4. Declarant's Rights.** Except as otherwise provided herein, Declarant shall have the same rights as any other Owner as to Lots owned by it from time to time.

**Section 5. Enforcement.** Enforcement of these covenants and restrictions and any of the provisions contained in the Articles of Incorporation and Bylaws of the Association may be by any proceeding at law or in equity instituted by the Association by any Owner against any person (including the Association) violating or attempting to violate any covenant or restriction, either to restrain a violation, to compel compliance, or to recover damages, and against the land, to enforce any lien created by these covenants; provided that the failure of the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Attorneys' fees and costs of any such actions to restrain a violation or to recover damages as determined by the Court shall be assessable against and payable by any person violating the terms contained herein.

**Section 6. Mergers.** Upon a merger or consolidation of the Association with another corporation as provided in its Articles and Bylaws, its property, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or corporation, or, alternatively, the property, rights and obligations of another corporation may, by operation of law, be added to the property, rights and obligations of the Association as a surviving corporation pursuant to any merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by their Declaration within the Property, except as hereinabove provided.

**Section 7. Severability.** Invalidation of any one of these covenants or restrictions by legislation, judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.



# 1<sup>st</sup> CERTIFICATE OF AMENDMENT

Document #819254

## OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LYNWOOD NORTH HOMEOWNERS ASSOCIATION, INC.

I, DEAN SCOTT JOHNSON, Vice President of Arcon Construction Co., Inc. ("Declarant"), do hereby certify that the WHEREAS clause, Article I, Section 1, paragraph (d), and Sections 1, 2, and 10 of Article VIII shall be amended and Section 14 shall be added to Article VIII of the Declaration of Covenants, Conditions and Restrictions of Lynwood North Homeowners Association, Inc. dated September 4, 1987 and filed for record in the office of the Dakota County Recorder's Office on September 4, 1987 as Document No. 804731, said amendments and addition to read as follows:

WHEREAS Declarant is the owner of certain real property located in the City of Lakeville, Dakota County, Minnesota, legally described as follows:

- Lots 1 through 11, Block 1;
- Lots 1 through 20, Block2;
- Lots 1 through 11, Block 3;
- Lots 1, Block 4;
- and Outlots A and B;
- Lynwood North; and
- Lots 1 through 5, Block 1;
- Lots 1 through 3, Block2;
- Lots 1 through 5, Block 3;
- Lots 1 through 6, Block 4;
- and such other unplatted lots and additions thereto as may be hereafter brought within the jurisdiction of the Association.

**ARTICLE I, Section 1 (d).** "Property" shall mean Lots 1 through 11, Block 1; Lots 1 through 20, Block 2; Lots 1 through 11, Block 3; Lot 1, Block 4; and Outlots A and B, Lynwood North; and Lots 1 through 5, Block 1; Lots 1 through 3, Block 2; Lots 1 through 5, Block 3; Lots 1 through 6, Block 4; Lynwood North 2nd Addition, Dakota County, Minnesota, and such unplatted lots and additions thereto as may be hereafter brought within the jurisdiction of the Association.

**ARTICLE VIII, Section 1, Land Use and Building Type.** All Lots shall be known as residential lots, and shall not be used or occupied for other than private one-family residential purposes. All structures built or to be built upon any Lot shall be built with an attached garage designed to accommodate a minimum of two (2) automobiles and any and all auxiliary buildings permitted by the City of Lakeville, and the Association shall have exteriors consisting of the same material used or to be used on the exterior of the house and be of the same or compatible architecture and color. A two-story house must have at least 1,100 square feet on the first floor and 1,800 square feet finished. A rambler-style house must have at least 1,400 square feet on the first floor. A split-entry house must have a least 1,400 square feet above grade and 1,800 square feet finished. A split-level or multi-level home must have at least 1,600 square feet above grade and 1,800 square feet finished.

The roof line for all houses must have a minimum 6/12 pitch or be approved by the Architectural/Design Review Committee. The elevation, setback and angle at which the house sits on the Lot must also be approved by the Architectural/Design Review Committee.

**Section 2. Wood Shake Roofing.** All houses must have wood shake roofing or comparable high-quality asphalt (i.e. 280 wt. or better) with a minimum 6/12 pitch or be of such design, character, and quality which is approved by the Architectural/Design Review Committee.



## 2<sup>nd</sup> CERTIFICATE OF AMENDMENT

Document #838875

# OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LYNWOOD NORTH HOMEOWNERS ASSOCIATION, INC.

I, DEAN SCOTT JOHNSON, Vice President of Arcon Construction Co. Inc. ("Declarant"), do hereby certify that the WHEREAS clause and Article I, Section 1, paragraph (d) of the Declaration of Covenants, Conditions and Restrictions of Lynwood North Homeowners Association, Inc. dated September 4, 1987 and filed for record in the office of the Dakota County Recorder's Office on September 4, 1987 as Document No. 804731 and amended by Certificate of Amendment dated December 11 1987, and filed for record on December 11, 1987, as document No. 819254, shall be amended, said amendment to read:

WHEREAS, Declarant is the owner of certain real property located in Dakota County, Minnesota, legally described as follows:

Lots 1 through 11, Block 1,

Lots 1 through 20, Block 2,

Lots 1 through 11, Block 3,

Lot 1, Block 4,

and Outlots A and B,

Lynwood North;

Lots 1 through 5, Block 1,

Lots 1 through 3, Block 2,

Lots 1 through 5, Block 3,

Lots 1 through 6, Block 4,

Lynwood North 2nd Addition;

Lot 1, Block 1,

Lots 1 through 4, Block 2,

Lots 1 through 7, Block 3,

Lots 1 through 7, Block 4,

Lots 1 through 5, Block 5,

Lynwood North 3rd Addition; and

Lots 1 and 2, Block 1,

Lots 1 and 2, Block 2,

Lot 1, Block 3,

Lots 1 through 6, Block 4,

Lynwood North 4th Addition;

and such other unplatted lots and additions thereto as may be hereafter brought within the jurisdiction of the Association.

## ARTICLE I

**Section 1 (d).** "Property" shall mean Lots 1 through 11, Block 1; Lots 1 through 20, Block 2; Lots 1 through 11, Block 3; Lot 1, Block 4; and Outlots A and B, Lynwood North; Lots 1 through 5, Block 1; Lots 1 through 3, Block 2; Lots 1 through 5, Block 3; Lots 1 through 6, Block 4, Lynwood North 2nd Addition; Lot 1, Block 1; Lots 1 through 4, Block 2; Lots 1 through 7, Block 3; Lots 1 through 7, Block 4; Lots 1 through 5, Block 5, Lynwood North 3rd Addition; and Lots 1 and 2, Block 1; Lots 1 and 2, Block 2; Lot 1, Block 3; Lots 1 through 6,



# 3<sup>rd</sup> CERTIFICATE OF AMENDMENT

Document #921612

## OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LYNWOOD NORTH HOMEOWNERS ASSOCIATION, INC.

I, DEAN SCOTT JOHNSON, Vice President of Arcon Construction Co., Inc. ("Declarant"), do hereby certify that the WHEREAS clause and Article I, Section 1, paragraph (d) of the Declaration of Covenants, Conditions and Restrictions of Lynwood North Homeowners Association, Inc. dated September 4, 1987 and filed for record in the office of the Dakota County Recorder's Office on September 4, 1987 as Document No. 804731 and amended by Certificate of Amendment dated December 11, 1987, and filed for record on December 11, 1987, as Document No. 819254; and amended by Second Certificate of Amendment dated March 18, 1988, and filed for record on May 11, 1988, as Document No. 838875; shall be amended, said amendment to read: WHEREAS, Declarant is the owner of certain real property located in Dakota County, Minnesota, legally described as follows:

Lots 1 through 11, Block 1,

Lots 1 through 20, Block 2,

Lots 1 through 11, Block 3,

Lot 1, Block 4,

and Outlots A and B,

Lynwood North;

Lots 1 through 5, Block 1,

Lots 1 through 3, Block 2,

Lots 1 through 5, Block 3,

Lots 1 through 6, Block 4,

Lynwood North 2nd Addition;

Lot 1, Block 1,

Lots 1 through 4, Block 2,

Lots 1 through 7, Block 3,

Lots 1 through 7, Block 4,

Lots 1 through 5, Block 5,

Lynwood North 3rd Addition; and

Lots 1 and 2, Block 1,

Lots 1 and 2, Block 2,

Lot 1, Block 3,

Lots 1 through 6, Block 4,

Lynwood North 4th Addition;

Lots 1 through 5, Block 1,

Lots 1 through 12, Block 2,

Lots 1 through 13, Block 3,

Lynwood North 5th Addition;

and such other unplatted lots and additions thereto as may be hereafter brought within the jurisdiction of the Association.

## ARTICLE I

**Section 1 (d).** "Property" shall mean Lots 1 through 11, Block 1; Lots 1 through 20, Block 2; Lots 1 through 11, Block 3; Lot 1, Block 4; and Outlots A and B, Lynwood North; Lots 1



# 4<sup>th</sup> CERTIFICATE OF AMENDMENT

Document #???????

## OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LYNWOOD NORTH HOMEOWNERS ASSOCIATION, INC.

I, DEAN SCOTT JOHNSON, President of Arcon Development, Inc. ("Declarant), do hereby certify that the WHEREAS clause and Article I, Section 1, paragraph (d) of the Declaration of Covenants, Conditions and Restrictions of Lynwood North Homeowners Association, Inc. dated September 4, 1987 and filed for record in the office of the Dakota County Recorder's Office on September 4, 1987 as Document No. 804731 and amended by Certificate of Amendment dated December 11, 1987, and filed for record on December 11, 1987, as Document No. 819254; and amended by Second Certificate of Amendment dated March 18, 1988, and filed for record on May 11, 1988, as Document No. 838875; and amended by Third Certificate of Amendment dated December 29, 1989, and filed for record on January 17, 1990 as Document No. 921612; shall be amended, said amendment to read:

WHEREAS, Declarant is the owner of certain real property located in Dakota County, Minnesota, legally described as follows:

Lots 1 through 11, Block 1,

Lots 1 through 20, Block 2,

Lots 1 through 11, Block 3,

Lot 1, Block 4,

and Outlots A and B,

Lynwood North;

Lots 1 through 5, Block 1,

Lots 1 through 3, Block 2,

Lots 1 through 5, Block 3,

Lots 1 through 6, Block 4,  
Lynwood North 2nd Addition;

Lot 1, Block 1,

Lots 1 through 4, Block 2,

Lots 1 through 7, Block 3,

Lots 1 through 7, Block 4,

Lots 1 through 5, Block 5,

Lynwood North 3rd Addition; and

Lots 1 and 2, Block 1,

Lots 1 and 2, Block 2,

Lot 1, Block 3,

Lots 1 through 6, Block 4,

Lynwood North 4th Addition;

Lots 1 through 5, Block 1,

Lots 1 through 12, Block 2,

Lots 1 through 13, Block 3,

Lynwood North 5th Addition;

Lots 1 through 27, Block 1,

Lots 1 through 5, Block 2,

Lots 1 through 4, Block 3,

Lynwood North 6th Addition;

and such other unplatted lots and additions thereto as may be hereafter brought within the jurisdiction of the Association.



# 5<sup>th</sup> CERTIFICATE OF AMENDMENT

Document #1246823

## OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LYNWOOD NORTH HOMEOWNERS ASSOCIATION, INC.

I, GERALD W. LAU, President of Lynwood North Homeowners Association, Inc., in accordance with ARTICLE IX GENERAL PROVISIONS Section 2. Amendments, do hereby certify that the WHEREAS clause and Article V, Section 5 and Article VIII, Sections 7 and 12 of the Declaration of Covenants, Conditions and Restrictions of Lynwood North Homeowners Association, Inc. dated September 4, 1987 and filed for record in the office of the Dakota County Recorder's Office on September 4, 1987, as Document No. 819254; and amended by Second Certificate of Amendment dated March 18, 1988, and filed for record on May 11, 1988, as Document No. 838875; and amended by Third Certificate of Amendment dated December 29, 1989, and filed for record on January 17, 1990 as Document No. 921612; and amended by Fourth Certificate of Amendment dated October 8, 1991, and filed for record on October 25, 1991 as Document No. ??????; shall be amended, said amendment to read:

WHEREAS, the Board of Directors of the Lynwood North Homeowners Association, Inc. are duly elected to represent the owners of the real property located in Dakota County, Minnesota, legally described as follows:

Lots 1 through 11, Block 1,

Lots 1 through 20, Block 2,

Lots 1 through 11, Block 3,

Lot 1, Block 4,

and Outlots A and B,

Lynwood North;

Lots 1 through 5, Block 1,

Lots 1 through 3, Block 2,

Lots 1 through 5, Block 3,

Lots 1 through 6, Block 4,

Lynwood North 2nd Addition;

Lot 1, Block 1,

Lots 1 through 4, Block 2,

Lots 1 through 7, Block 3,

Lots 1 through 7, Block 4,

Lots 1 through 5, Block 5,

Lynwood North 3rd Addition; and

Lots 1 and 2, Block 1,

Lots 1 and 2, Block 2,

Lot 1, Block 3,

Lots 1 through 6, Block 4,

Lynwood North 4th Addition;

Lots 1 through 5, Block 1,

Lots 1 through 12, Block 2,

Lots 1 through 13, Block 3,

Lynwood North 5th Addition;

Lots 1 through 27, Block 1,

Lots 1 through 5, Block 2,

Lots 1 through 4, Block 3,

Lynwood North 6th Addition;

and such other unplatted lots and additions thereto as may be hereafter brought within the jurisdiction of the Association.

## ARTICLE V

**Section 5. Use of Funds.** When the Board of Directors agree that available funds exceed by one thousand (\$1,000.00) dollars that which is expected to be required over the succeeding twelve (12) months, the excess funds shall be invested to earn a return. The choice of investment shall be limited to investments in which the principal is fully insured with the principal and earnings invested for no longer than one year.

## ARTICLE VIII

**Section 7. Perpetual Easements.** Declarant grants to the Association a Perpetual Easement for the purpose of installation and maintenance of signs identifying the subdivision over and across the following property: Lot 7, Block 3, 3rd Addition, Lynwood North and Lot 7, Block 4, 3rd Addition, Lynwood North.

In addition to its obligation to install and maintain said identification sign, the Association shall be responsible for landscaping around the sign and maintaining said landscaping. Also the Association shall be responsible for the installation of all mail boxes and posts.

Easements for the installation and maintenance of utilities and drainage are reserved as shown on the recorded plat.

## ARTICLE VIII

**Section 12. Pets.** No kennel, dog house or outside run shall be kept for any commercial purpose nor shall pets be bred for a commercial purpose on the property. Any cat or dog, whenever outside of a House, must be kept under the direct control of the pet owner or another person able to control the pet. The person in charge of the pet must clean up after it. All owners should be knowledgeable of Lakeville pet ordinances and abide by them and/or call enforcement authorities when violations are observed.

Upon petition of seventy-five percent (75%) of the owners of Lots within seventy-five feet of the Lot in which resides a specified dog, the Board of Directors may order the removal of a



# 6<sup>th</sup> CERTIFICATE OF AMENDMENT

Document #1312217

## OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LYNWOOD NORTH HOMEOWNERS ASSOCIATION, INC.

THIS SIXTH CERTIFICATE OF AMENDMENT is executed this 26th day of October, 1995.

WITNESSETH:

WHEREAS, the Declaration Covenants, Conditions, and Restrictions of Lynwood North Homeowners Association dated September 4, 1987 ("Declaration") was filed the 4th day of September, 1987 as Document No. 804731; and

WHEREAS, the Declaration was subsequently amended by the Certificate of Amendment dated September 11, 1987, filed December 11, 1987 as Document No. 819254; and further amended by the Second Certificate of Amendment dated the 18th day of March, 1988, and filed the 11th day of May, 1988 as Document No. 838875; and further amended by the Third Certificate of Amendment dated the 29th day of December, 1989, and filed the January 17, 1990, as Document No. 921612; and further amended by the Fourth Certificate of Amendment dated the October 8, 1991 and filed October 25, 1991 as Document No. ?????? ; and further amended by the Fifth Certificate of Amendment dated the 8th day of October, 1994, filed October 19, 1994 as Document No. 1246823; and

WHEREAS, the owners of the property subject to the Declaration, as amended, desire to further amend the Declaration to modify the legal description of certain property which has been replatted, and to modify the requirements for future amendment of the Declaration.

NOW THEREFORE, the parties hereto, which constitute at least seventy-five percent (75%) of the owners of the property subject to the Declaration, hereby amend the Declaration as follows:

**1. Outlot B, Lynwood North.** All references to Outlot B, Lynwood North, Dakota County, Minnesota are hereby deleted in their entirety, and the following legal description inserted in its stead:

Lots 1 through 5, inclusive, Block 1

and

Lots 1 and 2, inclusive, Block 2,

all located in Lynwood South 2nd Addition, Dakota County, Minnesota.

**2. Execution of Amendments to the Declaration.** Article IX, Section 2 of the Declaration is hereby deleted in its entirety, and the following inserted in its stead:

**Section 2. Amendments.** Excepted as otherwise provided herein, the covenants and restrictions of this Declaration may be amended by the Association only upon a vote or written agreement of Owners to which at least 75% of the votes in the Association are allocated. Any such amendment to the Declaration shall be effective only upon filing of a Certificate of Amendment with the Office of the Dakota County Recorder. Said Certificate shall be executed by the Secretary of the Association on behalf of the Association and its members.

Notwithstanding the foregoing, Declarant shall have the exclusive right to amend this Declaration at any time for the purpose of complying with the Federal National Mortgage Association, Veterans Administration, Federal Home Loan Mortgage Corporation or other such government associated agency requirements. In addition, Declarant shall have the right to amend this Declaration for any reason until July 1, 1988, by recording an amendment executed solely by Declarant.

**3. Ratification of Prior Amendments.** The parties hereto hereby accept and ratify each of the amendments to the Declaration previously recorded.



# **UNANIMOUS CONSENT RESOLUTION OF BOARD OF DIRECTORS OF LYNWOOD NORTH HOMEOWNERS ASSOCIATION, INC.**

The undersigned, being all of the members of the Board of Directors of Lynwood North Homeowners Association, Inc., a Minnesota nonprofit corporation (the "Association"), have, as of the date above written, adopted the following resolutions, in accordance with Minnesota Statutes Chapter 317A:

**WHEREAS**, the members of the Board of Directors are empowered to administer the affairs of the Association, as more fully described in the Declaration of Covenants, Conditions and Restrictions of Lynwood North Homeowners Association, Inc. ("Declaration"), the Bylaws of the Association and the Minnesota nonprofit Corporations Act, Minnesota Statutes Chapter 317A (the "Act"); and

**WHEREAS**, the Association is the fee owner of the common area of the Lynwood North community, which includes property legally described as Outlot A, Lynwood North, Dakota County, Minnesota ("Outlot A"); and

**WHEREAS**, under Article V, Section 1 of the Declaration, "The Association, subject to the rights of Owners as set forth in the Declaration, shall be responsible for, and be vested with, the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in good, clean, attractive and sanitary condition, order and repair"; and

**WHEREAS**, bowhunting within the City of Lakeville is permitted, provided the bowhunter is at least 200 feet from all buildings and the hunter has obtained written permission from the landowner; and

**WHEREAS**, the Board of Directors has determined that, given the proximity of residences to Outlot A, hunting of any type on Outlot A poses a safety risk.

**NOW, THEREFORE**, after due consideration by the members of the Board of Directors of the Association,

**RESOLVED**, that hunting of any type is prohibited on Outlot A; and

**FURTHER RESOLVED**, that Outlot A shall be posted with No Trespassing/No Hunting signs in accordance with regulations established by the Minnesota Department of Natural Resources; and

**FURTHER RESOLVED**, the Board of Directors shall promptly notify all members of the Association of such prohibition, which notice may be provided via hand delivery, U.S. mail and/or electronic mail, and which shall be effective (i) as to hand delivery, upon delivery to the intended recipients or other responsible person residing in a home subject to the Declaration; (ii) as to U.S. mail, upon depositing the notice in the mail; or (iii) as to electronic mail, upon sending the electronic mail message to the members; and

**FURTHER RESOLVED**, that, given the safety risk posed by hunting on Outlot A, the terms of this resolution shall take effect immediately after notice of the adoption of these resolutions is provided to members of the Association as provided herein.

**IN WITNESS WHEREOF**, the undersigned have executed this Unanimous Consent Resolution as of the dates indicated below.

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11/4/2021

Treston Wobig- President LNHA

Date

DocuSigned by:  
  
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11/4/2021

Steve Regli - Vice President LNHA

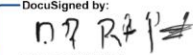
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11/4/2021

Abbie Kjellman - Secretary LNHA

Date

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11/4/2021

Russell Pointer - Action Counselor LNHA

Date