

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:

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:

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

Section 9. Subordination of the Lien to Mortgages Lien Priority. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage prior to all other liens and encumbrances except as provided otherwise by law. Sale or transfer of any Lot shall not affect the assessment lien, except as provided by law. ~~However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer.~~ No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Subordination of the Lien to Mortgages Lien Priority. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage prior to all other liens and encumbrances except as provided otherwise by law. Sale or transfer of any Lot shall not affect the assessment lien, except as provided by law. ~~However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer.~~ No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

IN WITNESS WHEREOF, the Association has executed this instrument this 16th day of May, 2007.

LAKEBRIDGE ASSOCIATION NO.

4

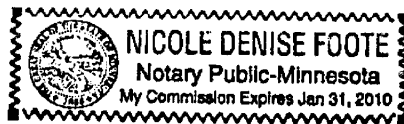
Sue Pietsch

BY:

Sue Pietsch
Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 16th day of May, 2007, before me a Notary Public within and for said County, personally appeared Sue Pietsch to me personally known, who being by me duly sworn, did say that she is the President of the Lakebridge Association No. 4, a Minnesota non-profit corporation named in the foregoing instrument, and that said instrument was signed on behalf of said non-profit corporation by authority of its Board of Directors and members and said Sue Pietsch acknowledged said instrument to be the free act and deed of the non-profit corporation.



Nicole Denise Foote
Notary Public

This Instrument Was Drafted By:
Darcy M. Erickson
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

**After Recording, Please Return This
Instrument To**
Darcy M. Erickson
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

<u>Owner(s)</u>	<u>Unit Address</u>	<u>Signatures</u>
Adam, Jacob	3528 Cloman Way E.	_____
Aguirre, Janet	3429 Cloman Way E.	<i>Janet Aguirre</i>
Ahlberg, Jessica	3509 67 th Street E.	<i>Jessica Ahlberg</i>
Bade, Mary Handlos, Michael	3503 Cloman Way E	<i>Mary Bade</i>
Bahr, Vicki	3525 67 th Street E.	<i>V.A.B.</i>
Benson-Moosbrugger, Elaine	3570 Cloman Way E.	_____
Bombardo, Sue	3417 Cloman Way E.	_____
Brewer, Michael Wood, Angela	3471 Cloman Way E.	<i>A. Brewer</i>
Capaul, Stephen	3517 Cloman Way E.	<i>Steve V. Capaul</i>
Cobb, Michael Cobb, Shannon	3502 Cloman Way E.	<i>Michael G. Cobb</i>
Corniea, Don Corniea, Nancy	3484 Cloman Way E.	_____
Dahl, Susan	3415 Cloman Way E.	<i>Susan M. Dahl</i>
Evanson, Bradley	3560 Cloman Way E.	_____
Field, Margurette	3568 Cloman Way E.	_____
Fishbaugher, John	3431 Cloman Way E.	<i>J.F.</i>

Flascher, Mark
Snyder, Michaeline

3521 67th Street E.

Mark & Michaeline

Gerke, Joel

3529 Cloman Way E.

Joel Gerke

Glenn, Mary Ann

3517 67th Street E.

Hafner, ~~Gene~~
Hafner, ~~Patricia~~

3531 Cloman Way E.

Herald Hafner

Hebert, Myrtle

3464 Cloman Way E.

Myrtle Hebert

Hedberg, Dean
Hedberg, Linda

3564 Cloman Way E.

Linda Hedberg

Heinzer, Cindy

3468 Cloman Way E.

Cindy Heinzer

Hemmingson, Karen

3519 Cloman Way E.

Karen Hemmingson

Hughes, Lisa

3488 Cloman Way E.

Jamieson, Heather

3486 Cloman Way E.

Heather Jamieson

Jamieson, Heather

3505 Cloman Way E.

Heather Jamieson

Jamieson, Heather

3550 Cloman Way E.

Heather Jamieson

Manwiller, Ellie

3566 Cloman Way E.

Ellie Manwiller

Kniebel, Deborah

3475 Cloman Way E.

Deborah Kniebel

Koehnen, Cynthia	3529 67 th Street E.	<u>Cynthia Koehnen</u>
Krause, Andrew	3536 Cloman Way E.	_____
Krech, Diane	3519 67 th Street E.	<u>Diane Krech</u>
Krech, Linda	3466 Cloman Way E.	<u>Linda Krech</u>
Kukowski, Trevor	3485 Cloman Way E.	<u>Trevor</u>
Langeslay, William	3534 Cloman Way E.	<u>Bill Langeslay</u>
Lundell, Joyce	3507 Cloman Way E.	<u>Joyce Lundell</u>
Mlinarevich, Millie	3526 Cloman Way E.	<u>Millie Mlinarevich</u>
Montez, Gerard	3481 Cloman Way E.	_____
Morris, Angela	3548 Cloman Way E.	<u>Angela Morris</u>
Neuser, Jennifer	3511 67 th Street E.	_____
Nippolt, Bryon Widstrom, Ana	3524 Cloman Way E.	<u>Bryon Nippolt</u>
Nord, Pernilla	3500 Cloman Way E.	<u>Pernilla Nord</u>
Peterson, Becky Peterson, Jeff	3546 Cloman Way E.	<u>Becky Peterson</u>
Pietruszewski, Karen	3483 Cloman Way E.	<u>Karen Pietruszewski</u>

Pietsch, Suzanne	3527 67 th Street E.	<u>Suzanne M. Pietsch</u>
Rahn, Laurence Rahn, Jo	3479 Cloman Way E.	<u>Jo Rahn</u>
Ramirez, Jose Ramirez, Angela	3501 67 th Street E.	<u>[Signature]</u>
Robinette, Rhonda	3463 Cloman Way E.	<u>Rhonda Robinette</u>
Rowell, Nancee	3513 Cloman Way E.	<u>_____</u>
Scanlon, Evelyn	3515 Cloman Way E.	<u>Evelyn Scanlon</u>
Schille, LaVerne	3501 Cloman Way E.	<u>LaVerne Schille</u>
Seleski, Rebekah	3473 Cloman Way E.	<u>_____</u>
Simpson, Michael	3530 Cloman Way E.	<u>Michael P. Simpson</u>
Smith, Edward	3477 Cloman Way E.	<u>Edward Jo Smith</u>
Smith, Matthew	3462 Cloman Way E.	<u>Betty Smith</u>
Stetler, Marge	3490 Cloman Way E.	<u>Marge Stetler</u>
Sturdivant, Sharon	3522 Cloman Way E.	<u>Sharon D. Sturdivant</u>
Sullivan, Sharon	3515 67 th Street E.	<u>Sharon K. Sulli</u>
Tinglov, Karin	3513 67 th Street E.	<u>Karin Tinglov</u>

Tischleder, Justin
May, Melissa

3503 67th Street E.



Weimer, Timothy

3531 67th Street E.

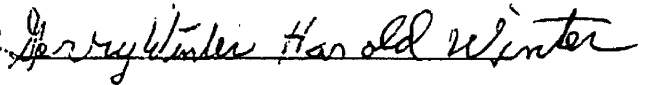


Winget, Ryan
Winget, Jennifer

3562 Cloman Way E.

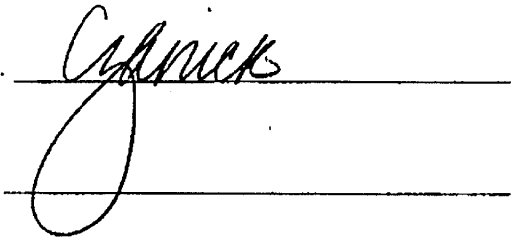
Winter, Harold
Winter, Gerry

3532 Cloman Way E.



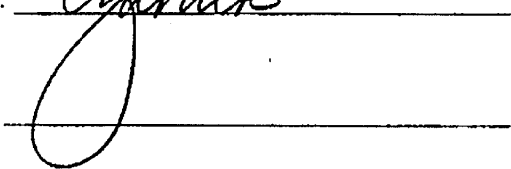
Zanick, Carolyn

3544 Cloman Way E.



Zehoski, Kathleen

3523 67th Street E.



Zelenyuk, Alexander
Pyatigorsky, Yanzhela

3461 Cloman Way E.

2526111

Office of the County Recorder
Dakota County, Minnesota

06/25/2007 at 09:00am

Certified and filed on
the date and time above.

Joel T. Beckman, County Recorder

By: PP, Deputy

Fee: 46.00

Check: 034829/46.00

Return:

Levander, Gillen & Miller

Levander, Gillen & Miller