

DECLARATION OF COVENANTS, CONDITIONS AND
GOLF VIEW ESTATES

5902401

THIS DECLARATION made this 20th day of April, 1992 was filed in the Hennepin County Recorder's Office on April 21, 1992 as Document No. 5902401.

THIS DECLARATION is made by LOWRY HILL DEVELOPMENT CO., a Minnesota corporation, "Developer", and is hereinafter called "Declarant":

WITNESSETH:

WHEREAS, Developer is the owner of the following described real estate:

Lots 1 through 22 inclusive, Block 1, Lots 1 through 18 inclusive, Block 2, and Lots 1 through 14, inclusive, Block 3 Golf View Estates, all of which above-described land together constitutes and is hereinafter referred to as the "Property"; and

WHEREAS, the Property, by means of the plat "GOLF VIEW HEIGHTS" has been subdivided into 54 residential lots; and

WHEREAS, Declarants wish to provide for the preservation of the values and amenities in said development and for the maintenance of said open spaces and improvements, and to this end are hereby subjecting the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each Owner thereof (as hereinafter defined); and

WHEREAS, the Homeowners' Association has been formed as an agency to receive the power to attend to and effectuate policies and programs that will enhance the pleasure and value of the development, maintain and administer the maintenance of the berms, ponds, entrance signs, entrance lighting and landscaping around entrance signs, administer and enforce the covenants and restrictions and collect and disburse the assessments and charges hereinafter created;

NOW, THEREFORE, Declarants declare that the Property is and shall be held, transferred, conveyed, sold, and occupied, subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, which are for the purpose of protecting the value, desirability and attractiveness of the Property, and which shall

run with the Property and be binding upon all parties having any right, title or interest in the Property, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof, and the heirs, successors and assigns of each Owner. This Declaration hereby establishes a general plan for the individual ownership of real property estates consisting of residential lots. Every conveyance of any of such residences or premises, or any part thereof, shall be and is subject to these easements, covenants, conditions and restrictions, as follows:

ARTICLE I
DEFINITIONS

SECTION 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- A. "Owner" shall mean the one or more persons or entities, who, is a record Owner.
- B. "Property" shall mean Golf View Estates, Hennepin County, Minnesota, and such additions thereto as may hereinafter be annexed by amendment to this Declaration.
- C. "Association" shall mean Golf View Homeowners' Association, Inc., a Minnesota non-profit corporation, its successors and assigns.
- D. "Lot" shall mean any plot of land, within Block 1, 2 and 3, as shown upon any recorded subdivision plat or map of Golf View, Hennepin County, Minnesota.
- E. "Developer" shall mean Lowry Hill Development Co., a Minnesota Corporation, its successors and assigns.
- F. "Mortgage" shall mean any mortgage or other security instrument by which a Lot or any part thereof or any structure thereon is encumbered.
- G. "Mortgagee" shall mean any person or entity named as the Mortgagee under any such Mortgage, or any successors or assigns to the interest of such person or entity under such Mortgage.
- I. "House" shall mean a residential housing unit consisting of a group of rooms and hallways which are designed or intended for use and occupancy as living quarters for a single family.

ARTICLE II
ASSESSMENTS

Section 1. Personal Obligation.

Developer, for each Lot owned by Developer, which Lot is within the Property and which Lot has a dwelling unit built thereon that has been approved for occupancy by the City of Plymouth, hereby covenants and each owner of a Lot which has been built upon, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, shall be and is deemed to covenant and agrees to pay to a homeowners' committee: (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, authorized herein, together with interest, costs and reasonable attorney's fees shall be the personal obligation of the person who was the owner of such Lot on the date said assessment became due and payable. The annual and special assessments together with interest, costs and reasonable attorney's fees shall be a continuing lien upon the Lot against which each such assessment is made. Said personal obligation of an Owner shall not pass to his successors in title or interest unless expressly assumed by them or unless prior to such transfer, a lien for such assessments shall have been filed in writing with the County Recorder for Hennepin County, Minnesota. No Owner shall escape liability for the assessments which fell due while he was the Owner by reason of non-use, transfer or abandonment of his Lot or the right of possession thereof, except that an Owner may be relieved of personal liability by the express assumption of such personal liability by a tenant, under a written lease.

Section 2. Purpose of Assessments.

The assessments levied by the Committee shall be used exclusively for the upkeep and maintenance of entry monuments or signs, for maintaining the berms and ponds, together with liability insurance thereon, and for lighting expense for said entrance signs. An adequate reserve fund shall be maintained for maintenance, repair and replacement of those entry monuments or signs together with the maintenance, repair and replacement of the landscaping around said signs, if any, that must be replaced or maintained on a periodic basis.

Section 3. Maximum Annual Assessments.

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 annual rate of \$50.00 for each Lot, including assessments for insurance premiums under Section 1, Article V 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 Homeowners' Association 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 above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any capital improvement, provided that any such assessment shall have the assent of not less than two-thirds (2/3) of each class of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum.

Written notice of any meeting called for the purpose of taking any action authorized under Article II, Section 2, 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 in person or by proxy, of Members entitled to cast sixty percent (60%) of the votes of each class of membership 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 such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Annual Assessments.

Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of a lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year recording of this Declaration.

Section 8. Commencement of Subsequent Annual Assessments.

By November 30 of each year, the Board shall fix the amount of annual assessments against each Lot for the following calendar year and shall send written notice thereof to each and every Owner. The due date for payment of annual assessments in full, shall be as set by the Board, or the annual assessment may be paid in two (2) equal installments. At the time the Board 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 shall furnish such Owner a written certificate signed by an officer of the Association setting forth whether there are any then unpaid annual or special assessments levied against such Owner's Lot. Such certificate shall be conclusive evidence of payment of any annual or special assessments not stated therein as unpaid.

Section 10. Non-Payment of Assessments.

Any assessments which are not paid when due shall be deemed delinquent. If an assessment is not paid within thirty (30) days after the delinquency date, it shall bear interest from the delinquency date at the rate of eight percent (8%) per annum and shall become a continuing lien in favor of the Association on the Owner's interest in the Lot against which assessed and the Association may bring an action at law or in equity against the person, personally obligated to pay the same, including interest, costs and reasonable attorneys' fees or any such action, which shall be added to the amount of such assessment and included in any judgment rendered in such action, and the Association may also enforce and foreclose any lien it

has or which may exist for its benefit, in the same manner as a foreclosure by action of a mortgage on real property.

The unpaid annual and special assessments together with interest, costs and reasonable attorney's fees, shall be a continuing lien upon the Lot against which each such assessment is made.

Section 11. Recording and Enforcement of Liens.

To evidence a lien for sums assessed pursuant to this Article, the Homeowners' Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, the name of the person personally obligated to pay the same, and a description of the Lot. Such a notice shall be signed by an officer of the Association and may be recorded in the office of the County Recorder for Hennepin County, Minnesota. No notice of lien shall be recorded until there is a delinquency in payment of the assessment for thirty (30) days. Such lien may be enforced either by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Minnesota or by foreclosing the lien in the manner prescribed by Minnesota Statutes for the foreclosure of a mechanic's lien. In any such foreclosure, the person personally obligated to pay the lien shall be required to pay all costs of foreclosure including reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The person personally obligated to pay the lien shall also be required to pay to the Homeowners' Association, any assessments against the Lot which shall become due during the period of foreclosure. The Homeowners' 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 Lot as the Owner thereof.

The Homeowners' Association shall upon written request, report to any encumbrancer of a Lot, any assessments remaining unpaid for longer than thirty (30) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 12. 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. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer or acquisition of possession 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 or acquisition of possession. No such sale or transfer or acquisition of possession 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 or acquisition of premises.

ARTICLE III

ARCHITECTURAL CONTROLS

Section 1. Architectural Control Committee Authority. No exterior additions, removals or alterations (including changes in color or appearance) to any building on the Property, additional fences, or changes in existing hedges, walls, walkways and other structures shall be commenced, erected or maintained except such as are installed or approved by the Developer in connection with the initial construction of the buildings on the Property, until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of the external design and location in relation to surrounding buildings in the subdivision by an Architectural Committee composed of two (2) or more representatives appointed by Declarant. In the event said Architectural Control Committee, or its designated Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or if no suit to enjoin the making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval will be deemed to have been given. If no application has been made to the Architectural Committee or their representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time by the Association, against any Owner. Exterior antennae shall not be placed on any building without the approval of the Architectural Committee or its designated representatives. During the time which the Association has a Class B membership, the decisions of the Architectural Committee must have the written approval of the Developer.

Section 2. Architectural Control Committee Members. The Committee shall consist of two (2) individuals appointed by:

a. Lowry Hill Development Co. from the date of this Declaration until the earlier of May 1, 1997 or the date Lowry Hill Development Co. no longer owns any Lot;

b. The Developer, Lowry Hill Development Co. no longer has the right to appoint members pursuant to a. above until the earlier of May 1, 1997 or the date the Developer no longer owns any Lot;

c. The Board of Directors of the Association of owners of Lots, provided that owners of at least 75% of the Lots are members, after the date Lowry Hill Development Co., the Developer, no longer has the right to appoint committee members pursuant to a. and b. above; or

d. Owners of at least 75% of the Lots, after Lowry Hill Development Co. no longer has the right to appoint committee members pursuant to a. and b. above, if there is no Association of owners of Lots as described in c. above.

ARTICLE IV

GENERAL MAINTENANCE

Section 1. Care and Maintenance of Property. The Property shall be maintained in accordance with the following conditions and rules:

a. If, in the opinion of the City Council of the City of Plymouth, expressed in a resolution, the Owners of Lots have failed to provide: 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 Owners of Lots; or adequate care of the Monument or Entry Signs; then duly authorized agents of the City of Plymouth may enter upon the Area in question and perform any of the following: street maintenance and repair; snow removal from streets; control of surface water drainage; or maintenance and repair of sanitary sewer, storm sewer, water supply system or other public utilities; as the City Council of the City of Plymouth shall have deemed necessary to preserve the health, safety and welfare of the residents of the Property or of the City of Plymouth.

b. If the City of Plymouth performs maintenance or makes repairs pursuant to this 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 improvements directly against the benefited Lots.

c. The title of the Owners of Lots are hereby made subject to a non-exclusive easement in favor of the City of Plymouth 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 of Lots other public services deemed necessary by the City of Plymouth, and for the purposes set forth herein.

d. The cost of any work performed by the City of Plymouth pursuant to this Declaration shall be assessed pursuant to the above provisions.

ARTICLE V

INSURANCE

Section 1. Maintenance of Insurance by the Homeowners' Association.

On or before the first conveyance of a Lot to an Owner other than Declarant, the Homeowners' Association shall maintain the following insurance:

- a. The Association shall maintain fire and extended coverage insurance on any insurable entrance signs and landscaping surrounding said entrance signs, on current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value based on current replacement costs.
- b. The Association's Board of Directors, or its duly authorized agent 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 berms, ponds, entrance signs, entrance sign lighting and landscaping around entrance signs. 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 payments 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 II 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. Liability Insurance. The Association's Board of Directors, or its duly authorized agent, also shall have the authority to and shall obtain a broad form of public liability insurance in such amounts as the Association determines necessary covering all entrance signs and area surrounding said signs, and all acts, omissions to act and negligence of Owners, the Association, its employees and agents.

ARTICLE VI

GENERAL RESTRICTIONS

OBLIGATIONS AND RIGHTS OF OWNERS

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 a garage designed to accommodate a minimum of two (2) automobiles, and any and all auxiliary buildings permitted by the City of Plymouth 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 1,200 square feet on the first floor and a rambler-style house must have at least 1,500 square feet on the first floor. A split-level house must have at least 1,800 square feet on two levels, excluding the basement. The roofs for the houses shall be cedar shakes. The roof line for all houses must have a minimum 7/12 pitch or be approved by the Architectural Control Committee. The elevation, setback and angle at which the house sits on the Lot must also be approved by the Architectural Control Committee.

Section 2. Architectural Control 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 heights 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 Control Committee.

Notwithstanding anything contained in this Declaration to the contrary, the Architectural Control Committee shall consist of Bernard B. Barr and Dorothy M. Krekelberg 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 Control Committee shall have thirty (30) days thereafter in which to review and approve or disapprove such plans. Failure of the Architectural Control 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 this 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 Control 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 3. Soil Removal. No soil/dirt shall be removed from the property without the approval of the Architectural Control 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 Control Committee.

ARTICLE VII PROHIBITIONS

Section 1.

- a. No "For Sale" signs greater than 860 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, lot, garage sale, identification, advertising or directional signs shall be

placed within this development without prior approval of the Architectural Control 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 Control Committee.
- d. No garbage, ashes, refuse or refuse receptacle 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, trash or garbage container 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 Control 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 a satellite disk may be located so that it is 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 Control Committee prior to installation or construction.

Section 2. Nuisances. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Fill and Excavated Materials. Basic house profile shall correspond to the existing topography. Excessive cutting or filling will not be accepted without 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 Control Committee and all such dirt and materials shall be removed at the Owner's expense and may only be moved to a location designated by the Architectural Committee.

Section 4. Mailbox. All mailboxes and posts shall be approved by the Architectural Control Committee.

Section 5. Landscaping and Sodding. All Lots must be sodded on or before on (1) year from the date the building permit is obtained.

Section 6. Fireplaces and Chimneys. All exposed fireplaces or chimneys must be constructed of brick or stone.

Section 7. Pets. No kennel, dog house 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 8. 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 this Declaration, 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 his Home.

Section 9. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence either temporarily or permanently.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Easement Areas. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat unless vacated by action of the appropriate governmental authority. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot shall be maintained continuously by the Owner of the Lot except for improvements owned by a public authority or a utility company.

Section 2. Perpetual Easements. Declarant grants to the Homeowners Committee, a Perpetual Easement for the purpose of installation and maintenance of a signs identifying the subdivision over and across the following property:

Part of Lot 18, Block 2, Lot 1, Block 3 Golf View Estates, Hennepin County, Minnesota.

In addition to its obligation to install said identification signs together with proper lighting, the Declarant shall be responsible for landscaping around the sign and the maintainence thereof shall be by the Homeowners' Association.

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

Section 3. Duration. The easements created hereby shall be permanent and the covenants and restrictions contained in this 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 this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty (20) years from this date this Declaration is recorded, after which time the covenants and restrictions shall be automatically renewed for successive periods of ten (10) years.

Section 4. Amendments. The provisions of the covenants and restrictions of this Declaration may be amended by an instrument signed by not less than Seventy-five percent (75%) of the Owners. No amendment shall take effect until recorded. The provisions relating to the rights of Developer may be amended as aforesaid, with the written consent of Developer. 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 such other government associated agency requirements. In addition, Declarant shall have the right to amend this Declaration for any reason until January 1, 1993, by recording an amendment executed solely by Declarant.

Section 5. Rules and Regulations. The Architectural Control Committee may adopt such reasonable rules and regulations governing the use of the Lots and the Common Area as the Architectural Control Committee in its sole discretion deems appropriate or necessary.

Section 6. 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 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.

Section 8. Notices. Any notice required to be sent to any Homeowner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Member appearing on the records of the Association at the time of such mailing.

Section 9. Captions. The Article and Section headings are intended for convenience only and shall not be given any substantive effect.

IN WITNESS WHEREOF, the Declarant has executed this instrument as of the day and year first above written.

WITNESS:

LOWRY HILL DEVELOPMENT CO.

Kathryn A. Eder

By Reuel Boer

Developer/Declarant

STATE OF MINNESOTA)

) SS:

COUNTY OF HENNEPIN)

On this 21st day of April, 1993, before me appeared Bernard Barr, to me personally known, and who being by me sworn, did say that he is the President of Lowry Hill Development Co., duly authorized to execute the foregoing instrument, and that the same was executed on behalf of said Corporation by authority of all of its Board of Directors and said Bernard Barr acknowledged the instrument to be the free act and deed of said Corporation.

Witness my hand and official seal.

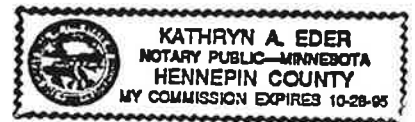
Kathryn A. Eder
Notary Public

This document was drafted by:

D.M. Krekelberg

6150 Hemlock Lane

Plymouth, MN 55442



-16-

92 AND PRIOR TAXES PAID
DEPT. OF PROPERTY TAX & PUBLIC RECORDS
TRANSFER ENTERED

APR 21 1992

D. J. [Signature]
HENNEPIN COUNTY MINN.
DEPUTY

HENNEPIN COUNTY, MINN.
OFFICE OF COUNTY RECORDS

CERTIFIED COPY

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OFFICE OF COUNTY RECORDS
HENNEPIN COUNTY, MINNESOTA

CERTIFIED FILED AND OR
RECORDED ON

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AS DOCUMENT #5902401

R. E. Carlson CO. RECORDER

[Signature] DEPUTY

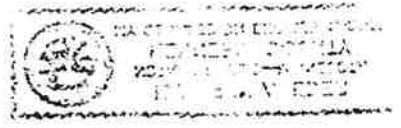
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Plymouth MN 55442



APR 21 1992
ST. PAUL, MN
MAIL ROOM

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS
GOLF VIEW ESTATES

This amendment is made this 6th day of July, 1992, and filed in the Hennepin County Recorder's Office on _____ as Document No. _____

THIS AMENDMENT is made by LOWRY HILL DEVELOPMENT CO., a Minnesota corporation, called Declarant:

WITNESSETH:

1. Said Covenants, Conditions Golf View Estates, is hereby amended to read:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
GOLF VIEW ESTATES

2. Said Covenants are also amended to add:

Any retaining walls in front or on the side of a house, which would be visible from the street, must be of landscape blocks.

In the rear of the house and not visible from the street, such retaining wall may be of preserved wood.

3. Mail boxes will be provided by the Developer and all shall be alike.

All other conditions in said Declaration of Covenants shall remain unchanged.

IN WITNESS WHEREOF, the Declarant has executed this instrument as of the day and year first above written.

Witness:

LOWRY HILL DEVELOPMENT CO.

By Bernard Barr
Developer/Declarant

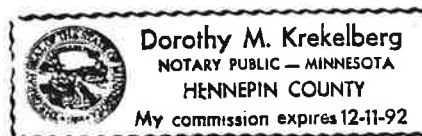
STATE OF MINNESOTA)
) SS:
COUNTY OF HENNEPIN)

On this 6th day of July, 1992, before me appeared Bernard Barr, to me personally known, and who being by me sworn, did say that he is the President of Lowry Hill Development Co., duly authorized to execute the foregoing instrument, and that the same was executed on behalf of said Corporation by authority of all of its Board of Directors, and said Bernard Barr acknowledged the instrument to be the free act and deed of said Corporation.

Witness my hand and official seal:

This instrument was drafted by:
D. M. Krekelberg
6150 Hemlock Lane
Plymouth, MN. 55442

Dorothy M. Krekelberg
Notary Public



AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR GOLF VIEW ESTATES

This Amendment, made this ____ day of July, 1995 modifies and amends that certain Declaration of Covenants, Conditions and Restrictions for Golf View Estates (Golf View Covenants") filed in the Hennepin County Recorder's office on April 21, 1992 as Document Number 5902401.

DECLARATIONS

1. Article V of the Golf View Covenants obligates the Association to maintain certain minimal insurance coverages for the benefit of the Association and the Owners of Lots.

2. After due consideration of the need and cost of maintaining the coverages required by the Golf View Covenants, the Owners agree that the scope of the requirements is overly broad and therefore wish to amend Article V to narrow the Association's obligations and to delete the requirement to insure the Owners.

In consideration of the foregoing, Article V is hereby deleted in its entirety and replaced with the following:

Article V
Insurance

Section 1. Maintenance of Insurance by the Homeowner's Association.

On or before the first conveyance of a Lot to an Owner other than Declarant, the Homeowners' Association shall maintain the following insurance:

a. fire and extended coverage insurance on any insurable entrance signs and landscaping surrounding said entrance signs, on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value based on current replacement costs.

b. comprehensive general liability insurance in such amounts as the Association determines necessary covering bodily injury and property damage liability of the Association arising out of the maintenance or repair of the berms, fountains, entrance signs, entrance sign lighting and landscaping around the entrance signs and the use of easements (if any) acquired by the Association in connection with the foregoing.

c. The Association shall maintain such other insurance as the Board of Directors determines shall be reasonably necessary to protect the interests of the Association.

Section 2. [Reserved].

Section 3. [Reserved].

All other terms and provisions of the Declaration of Covenants, Conditions and Restrictions for Golf View Estates remain in full force and effect and shall continue to be binding upon and inure to the benefit of all Property Owners, their successors and assigns.

IN WITNESS THEREOF, this amendment has been duly executed as of the date first above written.

Witness

GOLF VIEW HOMEOWNERS' ASSOCIATION

By _____

Title _____

State of Minnesota)
) SS.
County of Hennepin)

On this _____ day of _____, 1995 before me appeared _____, to me personally known, and who being by me sworn, did say that he is President of the Golf View Homeowners' Association, duly authorized to execute this foregoing instrument, and that the same was executed on behalf of said Association.

NOTARY PUBLIC

This instrument was drafted by
L. H. Witte, Secretary
4470 Comstock Lane N.
Plymouth, MN 55446