

Receipt# 363186

AMD \$46.00

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PREMIER TITLE
7300 METRO BLVD #300
EDINA MN 55439

4114527



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6/6/2017 1:48 PM

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Office of the County Recorder
Washington County, Minnesota
Jennifer Wagenius, County Recorder

SUMMERS LANDING HOMEOWNERS ASSOCIATION

SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, EASEMENTS AND RESTRICTIONS

May 31, 2017 by Summergate Development, LLC, a Minnesota limited liability company ("Declarant").

RECITALS

WHEREAS, Declarant, as the owner of all of the Property and Common Elements legally described in that said Declaration dated June 6, 2016, filed for record with the office of the County Recorder for Washington County, Minnesota on June 8, 2016 as Doc. No. 4069983, thereby subjected the said Property to the covenants, easements and restrictions of the said Declaration; and

WHEREAS, the Declaration was duly amended by that certain First Amendment to Declaration of Protective Covenants, Easements and Restrictions dated October 19, 2016, filed for record with the office of the County Recorder for Washington County, Minnesota on _____, 2016 as Doc. No. _____; and

WHEREAS, Declarant currently remains fee owner of the Common Elements and also fee owner of those thirty-five (35) Lots within the Property legally described as follows:

Lots 6, 7, 8, 10, 11, 12, 13, 14, 16, 17, 19, 20 and 21, Block 1; and
Lots 1, 5 through 10, 15, 18 through 22, and 24 through 30, inclusive, Block 2; and
Lot 2, Block 3,
Summers Landing, Washington County, Minnesota

and;

WHEREAS, Distinctive Design Build, LLC is the owner of Lots 3, 17, 23, and 31, Block 2, Summers Landing, Washington County, Minnesota; and

WHEREAS, Fieldstone Family Homes, Inc. is the owner of Lots 1, 2, 9 and 18, Block 1, and Lots 11 and 13, Block 2, Summers Landing, Washington County, Minnesota; and

WHEREAS, Robert McNearney Custom Homes is the owner of Lot 5, Block 1 and Lot 32, Block 2,

5/24/2017

Summers Landing, Washington County, Minnesota; and

WHEREAS, the above-described real property, together with those individual Lots whose owners' have executed the attached Consent by Owner pages, constitute a total of forty six (46) lots, which total is more than seventy-five percent (75%) of the fifty five (55) Lots comprising the Property which is part of and subject to the covenants, easements and restrictions of the Declaration; and

WHEREAS, pursuant to Section 14 of the Declaration, the Declaration may be amended by the consent of the Owners of seventy-five percent (75%) or more of the Lots comprising the property and by the consent of Declarant.

NOW THEREFORE, Declarant, for itself, and as the Owner of thirty-four (34) Lots, joined by those other Owner's above-referenced who have executed the written consents attached hereto, makes this Second Amendment for the purpose of amending certain of the provisions set forth in Section 6 of the Declaration.

AMENDMENT AND SUBSTITUTION OF OF SECTIONS 6.4 AND 6.5 OF THE DECLARATION

Sections 6.4 and 6.5 of the Declaration are hereby deleted in their entirety, and the following Section 6.4 shall be substituted therefore. Henceforth, all references to Section 6.4 or to Section 6.5 of the Declaration shall mean and refer to the following substitute Section 6.4:

6.4 Liability of Owners for Assessments/Alternative Assessment for Declarant. The obligation of an Owner, other than Declarant, to pay assessments shall commence at the later of (i) the time at which the Owner acquires title to the Lot, (ii) the due date of the first Assessment levied by the Board, or (iii) issuance of a certificate of occupancy (or similar approval) by the City of Cottage Grove with respect to the dwelling located upon each such Lot. Declarant shall have no liability for assessments for Lots owned by the Declarant, but shall pay any operating deficits of the Association that accrue during the Declarant Control Period. The Owner at the time an Assessment is payable with respect to that Lot shall be personally liable for the share of the Common Expenses assessed against such Lot. Such liability shall be joint and several where there are multiple Owners of the Lot. The liability is absolute and unconditional, to the extent permitted by law. Except as provided in this Section 6.4, no Owner is exempt from liability for payment of Assessments by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Lot, by the waiver of any other rights, by the Association or its Officers, Directors or agents, or for their failure to fulfill any duties under the Governing Documents. The Association may invoke the charges, sanctions and remedies set forth in Section 11, in addition to any remedies provided elsewhere in the Governing Documents or by law, for the purpose of enforcing its rights under this Declaration.

APPLICABILITY AND BINDING EFFECT

Except as specifically modified by this Second Amendment, the Declaration, as amended, shall remain in full force and effect. Unless otherwise specifically set forth herein, all words and terms used in this Amendment shall have the same meaning as set forth in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first set forth.

5/24/2017

CONSENT BY ROBERT MCNEARNEY CUSTOM HOMES

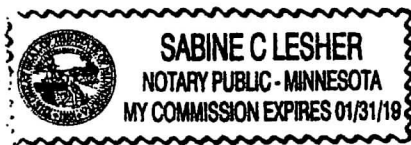
Robert McNearney Custom Homes, the owner of Lot 5, Block 1 and Lot 32, Block 2, Summers Landing, Washington County, Minnesota, herewith joins and consents to the foregoing Second Amendment.

ROBERT MCNEARNEY CUSTOM HOMES
a Minnesota corporation

By Robert M. McNearney
Robert McNearney
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 31 day of May, 2017, by Robert McNearney, the President of Robert McNearney Custom Homes. a Minnesota corporation, on behalf of the corporation.



Sabine C Lisher
Notary Public

CONSENT BY FIELDSTONE FAMILY HOMES, INC.

Fieldstone Family Homes, Inc., the owner of Lots 1, 2, 9 and 18, Block 1, and Lots 11 and 13, Block 2,, Summers Landing, Washington County, Minnesota, herewith joins and consents to the foregoing Second Amendment.

FIELDSTONE FAMILY HOMES, INC.

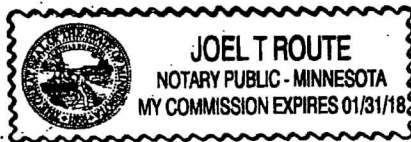
a Minnesota corporation


By 
Trent Johnson

Its: CEO

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 31st day of May, 2017, by Trent Johnson, the CEO of Fieldstone Family Homes, Inc. a Minnesota corporation, on behalf of the corporation.

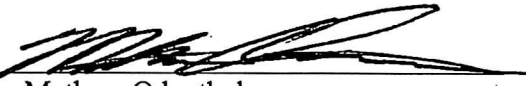



Notary Public

CONSENT BY DISTINCTIVE DESIGN BUILD, LLC

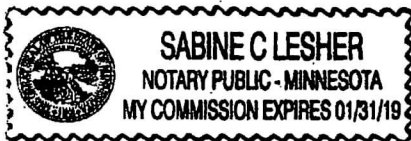
Distinctive Design Build, LLC, the owner of Lots 3, 17, 23, and 31, Block 2, Summers Landing, Washington County, Minnesota, herewith joins and consents to the foregoing Second Amendment.

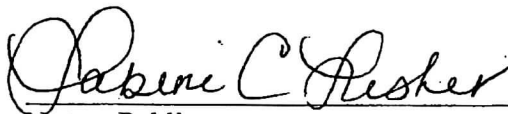
DISTINCTIVE DESIGN BUILD, LLC
a Minnesota limited liability company

By 
Mathew Odenthal
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF Dakota)

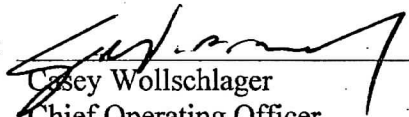
The foregoing instrument was acknowledged before me this 31 day of May, 2017, by Mathew Odenthal, the Chief Manager of Distinctive Design Build, LLC, a Minnesota limited liability company, on behalf of the company




Notary Public

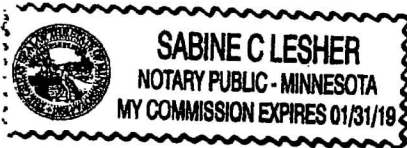
5/24/2017

SUMMERGATE DEVELOPMENT, LLC
a Minnesota limited liability company

By: 
Casey Wollschlager
Its: Chief Operating Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 31 day of May, 2017, by Casey Wollschlager, the Chief Operating Officer of Summergate Development, LLC, a Minnesota limited liability company, on behalf of the company




Notary Public

This instrument was drafted by:

S. Todd Rapp, P.A.
P. O. Box 1619
Burnsville, MN 55337

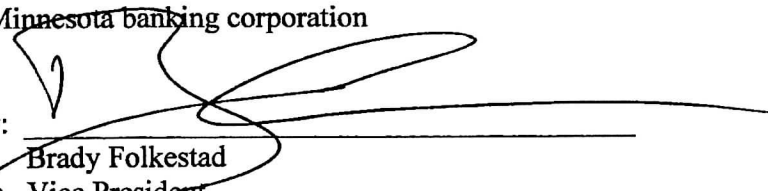
5/24/2017

CONSENT AND JOINDER BY MORTGAGEE

LAKEVIEW BANK, a Minnesota banking corporation ("Mortgagee"), the owner and holder of that certain Mortgage, Security Agreement and Fixture Financing Statement dated May 5, 2016, and filed for record with the Office of the Washington County Recorder/Registrar of Titles on May 11, 2016 as Document No. 4066515, herewith joins and consents to the foregoing Second Amendment, provided, however, that by executing this Consent and Joinder, Mortgagee does not in any manner intend to modify or amend the terms and conditions of the Mortgage executed and delivered to Mortgagee.


1st IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the day of June, 2017.

LAKEVIEW BANK
a Minnesota banking corporation

By: 
Its: Brady Folkestad
Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 1st day of June, 2017, by Brady Folkestad, the Vice President of Lakeview Bank, a Minnesota banking corporation, on behalf of the corporation.



Notary Public

