THIRD RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WESTRIDGE LAKE ESTATES FIRST ADDITION, WESTRIDGE LAKE ESTATES SECOND ADDITION AND WESTRIDGE LAKE ESTATES THIRD ADDITION DATED _____ _

WHEREAS, the Declarant filed certain Declaration of Covenants, Conditions, Restrictions and Easements, dated February 3, 1994,filed February 3, 1994,as Document No. 329948 as amended by Documents Nos. 333345 and 385029; and,

WHEREAS, a First Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements, dated March 18, 2008, filed April 10,2008, as Document No. A797820, and;

WHEREAS, a Second Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements, dated August 19, 2008, filed August 25, 2008, as Document No. A807094 (hereafter "Declaration");

WHEREAS, Westridge Lake Estates Homeowner's Association, Inc. hereby replaces the above described filed Covenants and Amendments with this Third Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Westridge Lake Estates First Addition, Westridge Lake Estates Second Addition and Westridge Lake Estates Third Addition, and;

WHEREAS, the legal description of the real estate covered by this Third Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Westridge Lake Estates First Addition, Westridge Lake Estates Second Addition and Westridge Lake Estates Third Addition is as follows:

Lots 1 through 14, Block 1; Lots 1 through 6, Block 2; Lots 1 through 4, Block 3; Lots 1 and 2, Block 4; Lots 1 and 2, Block 5; Lot 1, Block 6; and Outlots A and B, all in Westridge lake Estates First Addition, and;

Lots 1 through 3, Block 1; Lots 1 through 7, Block 2; Lots 1 and 2, Block 3; and Lots 2 and 3, Block 4, all in Westridge Lake Estates Second Addition, and;

Lots 1, Block 1; Lots 1 through 9, Block 2; Lots 1 and 2, Block 3; Lot 1, Block 4; Lot 1, Block 5; and Outlots A and B, all in Westridge Lake Estates Third Addition;

All of which above-described land together constitutes and is hereinafter referred to as the "Property", and;

WHEREAS, the Property has been subjected to this Declaration; and,

WHEREAS, WESTRIDGE LAKE ESTATES HOMEOWNERS ASSOCIATION, INC., a Minnesota nonprofit corporation (hereinafter referred to as "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, to preserve and enhance the Property, to administer and enforce the covenants and restrictions, and to collect and disburse the assessments and charges hereinafter created;

WHEREAS pursuant to Article VIII, Section 4 of the Declaration, seventy-five percent (75%) of the Owners as set forth in the Declaration, desire to amend the provisions of the Declaration and to consolidate the remaining provisions of the Declaration and the amendments into a Third Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements, for the Property as set forth herein.

NOW THEREFORE, the Property is and shall be held, transferred, conveyed, sold, leased, occupied and developed, 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 which 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 lots or any part thereof, or any interest therein, shall be and is subject to these Restated and Amended easements, covenants, conditions and restrictions, as follows:

ARTICLE I
DEFINITIONS

Section 1. The following words when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

A. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee *simple* title to any Lot which is a part of the Property, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Property" shall mean and refer to that certain real property described and defined hereinabove and such additions thereto as hereafter may be expressly brought within the jurisdiction of the Association.

C. "Association" shall mean WESTRIDGE LAKE ESTATES HOMEOWNERS ASSOCIATION, INC., a Minnesota nonprofit corporation.

D. "Lot" shall mean and refer to any lot shown upon any recorded subdivision map of the Property.

E. "Member" shall mean any person or entity holding membership in the Association as provided in Article II hereof.

F. "Declarant" shall mean Westridge Bay Company, a Minnesota corporation, its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

G. "Mortgage" shall mean any mortgage or other security instrument by which a Lot or any part thereof or any structure thereon is encumbered.

H. "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. "Living Unit" shall mean a residential housing unit consisting of a group o£ rooms and hallways which are designed or intended for use as living quarters for a family or ,other grouping of persons living together.

J. "Common Area", shall mean and refer to Outlots A and B WESTRIDGE LAKE ESTATES FIRST ADDITION, and Outlots A and B, Westridge Lake Estates Third Addition.

K. “By-Laws” shall mean the By-Laws governing the operation of the Association, as amended from time to time.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 1. Membership. Every Owner of a Lot subject to assessment, except as herein provided to the contrary, shall be entitled and required to be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be a member. An Owner of more than one Lot shall be *entitled* to one membership for each such Lot. Each such membership shall be appurtenant to the Lot upon which it is based and shall transfer automatically by voluntary or involuntary conveyance of the title of that Lot. No person or entity other than an Owner or Declarant may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to that Lot. An Owner may, however, assign voting rights to a mortgagee.

Section 2. Transfer. A membership in the Association shall not be transferred, pledged or alienated in any way except upon the

transfer of the record title of a Lot and then only to such transferee by assignment, intestate succession, testamentary disposition, foreclosure of mortgage or record, or other legal process. It shall be the responsibility of each Owner, upon becoming entitled to membership, so to notify the Association in writing, and until so notified, the Association may continue to carry the name of the former Owner as a member, in its sole discretion. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his or her name to the transferee of title of such Lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new membership to the transferee, and thereupon the old membership outstanding in the name of the transferor shall be null and void as though the same had been surrendered.

Section 3. Voting. The Association shall have one class of voting membership:

A. Class A. Class A members shall be all Owners of Lots, and shall be entitled to one vote for each Lot owned. When more than one person holds title to any Lot, all such persons shall be members. 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 anyone Lot. There can be no split vote. Prior to or at the time of any meeting at which a vote is to be taken, each co-Owner or other person entitled to a vote at such meeting shall file with the Secretary of the Association the name of the voting co-Owner or other person entitled to a vote at such meeting, unless such co-owner or other person has filed a general voting authority with the Secretary applicable to all votes until rescinded.

Section 4. Suspension of Voting Rights. In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of sixty (60) days 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.

Section 5. By-Laws. The Association shall have By-Laws. The By-Laws and any amendments thereto shall govern the operation of and administration of the Association.

ARTICLE III
PROPERTY RIGHTS

Section 1. Common Area. The Association is hereby granted Outlots A and B Westridge Lake Estates First Addition and Outlots A and B WESTRIDGE LAKE ESTATES Third ADDITION and any improvements thereon as common areas. No member shall be allowed to dump any material including yard waste or store any personal property on the common areas. such dumping or storage is specifically prohibited by this Declaration.

Section 2. Easement. The Association is hereby granted a permanent

easement for ingress and egress to Outlot B, WESTRIDGE LAKE ESTATES FIRST ADDITION over the Easterly 15 feet of the Northerly 345.16 feet of Lot 7, Block 2, WESTRIDGE LAKE ESTATES SECOND ADDITION including the right to maintain said easement.

Section 3. Common Water System. The purpose of the Common Water System is to supply water solely to the residents of WESTRIDGE LAKE ESTATES and eliminate the need for individual water wells, except on islands. Each and every member is hereby granted a non-exclusive easement for the use and enjoyment of the Common Water System.

The Common Water System consists of all watermains, valves, hydrants, pumps, pressure tanks, connections and other equipment used to supply water to the residents of WESTRIDGE LAKE ESTATES. The location of the watermains are shown on the Common Water Plan which is part of the P.U.D. of WESTRIDGE LAKE ESTATES. The association is hereby given sole ownership of the Common Water System.

8 inch watermains and fire hydrants have been installed to facilitate connecting to a City of Shakopee water system *in* the future. Fire hydrants do not mean that the Common Water System is designed to fight fires.

Westridge Bay Company shall install watermains and fire hydrants as shown on Common Water Plan. Westridge Bay Company shall have the well drilled and supply equipment for Common Water System as submitted and approved by Minnesota Department of Health. Westridge Bay Company shall maintain equipment at its expense until May 1, 1995. On May 1, 1995, WESTRIDGE LAKE ESTATES HOMEOWNER'S ASSOCIATION shall assume full responsibility for any and all maintenance and well and equipment replacement for the Common Water System for the Phase 1 and Phase 2 residents only, and Westridge Bay Company shall no longer be responsible for Common Water System for those Phases. Westridge Bay Company or any other developer shall pay for all additional costs associated with the extension and/or upgrade of the existing Common Water System to accommodate the additional capacity required to support the supply of water to Westridge Lake Estates Third Addition.

In the event that water will be billed on a Usage basis, as determined by the Board of Directors, the he Owner of each lot shall insure that a water meter approved by the WESTRIDGE LAKE ESTATE HOMEOWNER'S ASSOCIATION is installed outside each residence in a location readily accessible to a meter reader hired by said Association. The Owner of each lot hereby gives the meter reader the right to access over the owner's property to read the water meter.

ARTICLE IV
ASSESSMENTS

Section 1. Personal Obligation; Lien. Declarant, for each platted Lot owned by it within the property, hereby covenants, and each Owner of a Lot by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed therein shall be and is deemed to covenant and hereby agrees to pay to the Association: (a) annual assessments or charges, which shall be payable in regular installments, and (b) special assessments, such assessments to be established and collected as hereinafter provided. Any assessments authorized herein, together with interest, costs and reasonable attorneys' fees, shall be a continuing lien from the first day of January (for annual assessments) and from the date first installment is payable (for special assessments) against the Lot assessed. Such annual assessments shall be due and payable in monthly, quarterly or annual installments, at the discretion of the Board. Each assessment, together with interest, costs and reasonable attorneys' fees, also shall be the personal obligation of the person who was the Owner of such Lot on the date said assessment became due and payable; however, said obligation shall be a continuing lien against the property subject to the right of foreclosure by the Association. Said personal obligation of an Owner shall not pass to his or her successors in title or interest unless expressly assumed by them or unless, prior to such transfer, a statement of lien for such assessments shall have been filed in writing with the County Recorder for Scott County, Minnesota. No Owner shall escape liability for the assessments which fell due while he or she was the Owner by reason of non-use or abandonment of the Owner's Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners and residents of the Property, and to manage, inspect, improve, maintain, repair and administer all Entrance Monuments, the Common Water System and other improvements located in the common areas or owned by the Association. An adequate reserve fund may be maintained for working capital and for the periodic maintenance, repair and replacement of those improvements that must be replaced on a periodic basis.

Section 3. Annual Assessments. Board of Directors may fix annual assessments to cover any and all expenses and projected expenses.

Section 4. Common Water System Charges. Water charges will be separate charges. Water charges may be a flat fee or

be based on usage as shown on homeowners water meter. Said charges shall be considered assessments for purposes of enforcement of non-payment under this Article.

Common Water System Charges shall not be levied on Island Lots if said lots do not hook up to Common Water System.

Section 5. 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 unforeseen or unbudgeted expense provided that any such assessment shall have the assent of not less than two-thirds (2/3) of the votes of class A members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum. Written or email notice of any meeting called for the purpose of taking any action authorized under Section "6" of this article 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 the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements 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 7. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots except that Lots without houses shall not be assessed for Common Water System Charges until the issuance of a certificate of occupancy at which time such Lot shall be assessed the full rate.

Section 8. Commencement of Initial Annual Assessments. The annual assessments provided for herein shall commence as to all platted Lots at a date specified by the Board of Directors but not later than one hundred eighty (180) days after the first day of the month following the recording of the first conveyance of a Lot to an Owner other than the Declarant, or the Builder until a certificate of occupancy has been issued.

Section 9. Commencement of Annual Assessments. By November 30 of each year the Board shall fix the amount of annual assessments against each Lot for the following fiscal year and shall send written or email notice thereof to each Owner. The due date for payment of annual assessments shall be as set by the Board. At the time the Board fixes the amount of annual assessments it shall adopt a budget for the following fiscal year and cause a copy of such budget in reasonable detail to be furnished to each Owner.

Section 10. Proof of Payment. Upon written demand of an Owner or mortgagee, at any time and for a reasonable charge, the Association shall furnish 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 or Mortgagee's Lot. Such certificate shall be conclusive evidence of payment of any annual or special assessments not stated therein as unpaid.

Section 11. Nonpayment of Assessments. Any assessments which are not paid when due shall be deemed delinquent. In the event of a default of more than thirty (30) days in payment of any assessment

or installment thereof, the Board of Directors may accelerate the remaining installments of the assessment due in the current assessment year upon notice thereof to the owner, and thereupon the entire unpaid balance of the assessment with all accrued interest and penalties shall become due and payable upon the date stated in the notice. 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 Lot against which assessed and the improvements thereon, and the Association (or any owner acting in the name and for the benefit of 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 for 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. There shall be no right of set-off against the Association based upon a failure to provide services or for money owed by the Association to the Owners.

Section 12. Recording and Enforcement of Liens. To evidence a lien for sums assessed pursuant to this Article, the 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 it or a notice of lien or adverse claim thereof may be recorded in the office of the County Recorder for Scott County, Minnesota. No notice of lien shall be recorded until there is a delinquency in payment of the assessment or until there is a delinquency in payment of the assessment for thirty (30) days. Upon such a delinquency for thirty (30) days, the Association shall proceed promptly to enforce the lien or, in its discretion, to sue the person personally liable to pay the lien for the delinquency. Such lien shall be enforced by action (or by power of sale, which is hereby deemed granted by each Owner, at the option of foreclosing party) in the same manner in which mortgages on real property may be foreclosed in Minnesota. In any such foreclosure, the person personally obligated to pay the lien shall be required to pay all costs of foreclosure including interest, costs and reasonable attorneys' fees. All such interests, costs and expenses shall be secured by the lien being foreclosed. The person personally obligated to pay the lien also shall 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.

The Association shall upon written or email 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 13. Special Remedies for Non-Payment of Common Water System Charges. In addition to the other remedies set forth herein, the Association shall have the authority to shut off access to the common water system to any residence when payment for water usage at that residence becomes thirty (30) days past due. The owner of any residence for which common water system access is shut off pursuant to this section shall be required to satisfy all past due common water system charges, as well as charges related to the termination and reconnection of access to the common water system, prior to common water system access being restored.

Section 14. 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 of any Lot pursuant to mortgage foreclosure or remedies provided in the mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to charges which accrued prior to acquisition of title pursuant 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 or acquisition of premises. Any delinquent assessments the lien for which is extinguished by reason of this provision may be reallocated and assessed to all Lots as a common expense.

ARTICLE V
ARCHITECTURAL CONTROL COMMITTEE

Section 1. New Improvements. No Residential Improvement shall be constructed, erected, installed or placed upon any Lot by anyone without the prior written approval by the Architectural Control Committee ("Committee") of the person who will actually perform the proposed work and of the plans and specifications for the work including exterior colors. "Residential Improvement" shall mean any structure, including (without limitation) the following: any house, garage, shed or other building; any porch, deck or balcony; any fence, well or gate; dog runs or dog kennel; and mailbox, newspaper box, antenna, or light post; any retaining wall taller than 30" or longer than 40 feet, terrace or other landscaping structure; any patio greater than 400 square feet in area, driveway or parking area, whether paved, graveled or unimproved; and any tennis court or swimming pool. Trees, shrubs and other plants are not Improvements.

Section 2. Changed Improvements. The exterior color, style and materials of any Residential Improvement on a Lot shall not be changed by anyone without the prior written approval by the Committee of the person who will actually perform the proposed work

and of the plans and specifications for the work.

Section 3. Committee Members. The Architectural control committee shall consist of three members and shall be appointed by the Board of Directors.

Section 4. Committee Chairman. The committee shall appoint one of its members to be its chairman. The chairman shall call the meetings of the Committee as necessary. The Committee may act upon the vote or written consent of any two of its members. The chairman is authorized to execute certificates of approval, notices of disapproval and other instruments affecting decisions of the committee.

Section 5. Submission of Plans and Specifications. At least fourteen (14) days before work is commenced, the owner and contractor shall submit to the committee one complete set of plans and specifications (including, without limitation, full site plans, exterior colors and materials), along with the name of the Builder who will actually perform the proposed work.

Section 6. Review of plans and Specifications. Within fourteen (14) days after receipt of Plans and Specifications and the name of the Builder, the Committee shall approve or disapprove the Builder, plans, and specifications.

If the Committee determines in its sole discretion, that such Builder does not meet the Committee's standards of credit worthiness and/or does not build Residential Improvements of the same quality and in the same price range satisfactory to the Committee, the committee may disapprove the Builder.

The Committee may disapprove plans and specifications for one or more of the following reasons:

(1) Non-Compliance with this Declaration.

(2) Failure of the exterior of a Residential Improvement to be of a style compatible with, or failure of a Residential Improvement to be of the same general size, quality of construction and price range as the Residential Improvements built in WESTRIDGE LAKE ESTATES FIRST ADDITION, WESTRIDGE LAKE ESTATES SECOND ADDITION AND WESTRIDGE LAKE ESTATES THIRD ADDITION . With respect to general size the Committee shall use the following floor area guidelines with the understanding that particular lot sizes or shapes may justify, in the Committee's sole discretion, larger floor areas than these guidelines state. The guidelines are as follows: (i) if the house has one story, excluding any walkout basement, the first floor area shall be at least 1900 square feet; (ii) if the house has two stories, excluding any walkout basement, the first floor area shall be at least 1200 square feet and the total of the first and second floor shall be at least 2200 square feet; (iii) the first floor area described in the preceding two sentences shall be exclusive of breezeways, open porches and garages.

It is understood that the houses on the peninsula will be larger in

size and of a higher price range than the other houses in the development, and that the houses on lots with no lakeshore will generally be smaller in size and of a lower price range than the other lots. The Committee will be given the latitude to regulate and insure that WESTRIDGE LAKE ESTATES FIRST ADDITION,WESTRIDGE LAKE ESTATES SECOND ADDITION AND WESTRIDGE LAKE ESTATES THIRD ADDITION is a subdivision that accommodates these sizes and price ranges.

(3) Failure of a Residential Improvement to be placed and oriented on its Lot in a manner compatible with Residential Improvements built or to be built upon other lots and in a manner compatible with the terrain of the Lot.

(4) Failure of a fence to be compatible with Residential Improvements on the property and with the character of WESTRIDGE LAKE ESTATES as a whole, in terms of height, locations, design, materials and views.

(5) Failure of the Plans and Specifications to show all information necessary to evaluate the foregoing characteristics as solely determined by the Committee.

The Committee's determinations concerning the Builder and plans and Specifications shall be final and binding upon all parties.

Section 7. Remedies Against Owners. If construction changes or exterior changes to a Residential Improvement are commenced or completed without approval of the committee for Plans and Specifications of same, the Association or any owner of a Lot in the Property may bring action to enjoin further construction and to compel the owner to conform to this Declaration.

Section 8. Failure of Committee to Act. In the event that the committee fails to discharge their obligations under this Declaration, then any owner of a Lot in the Property may bring an action to compel the committee to perform their obligations. Such an action shall be the sole remedy of any owner against the committee. Under no circumstances shall any member of the Committee be liable to any owner for damages of any nature as a result of the Committee's failure to act under this Declaration.

ARTICLE VI
A. GENERAL COVENANTS AFFECTING ALL LOTS

Section 1. Residential Purposes. Each Lot shall be used only for residential purposes, except that Lots or portions of Lots may be used by home builders for temporary offices, model homes and/ or for subdivision Entrance Monuments. Any Owner that rents their home will be required to provide a criminal background check on all the individuals that will reside in their home to the Association. The Owner will provide for and be responsible for the cost of said criminal background check (s).

Section 2. House Specifications.

a. Heights. No dwelling shall be erected, altered or placed on a Lot or permitted to remain there other than one detached single-family house not to exceed two stories in height, as measured from grade. If the house includes a walk-out basement, the basement shall not be counted as a story.

b. Garages. Each house shall have an attached garage with space for a minimum of three (3) automobiles, none of which are double loaded. Carports or detached garages shall not be allowed.

c. Completion. All structures constructed or placed on a Lot shall be completely finished on the exterior thereof within nine months after commencement of construction.

Section 3. Setbacks. Building setbacks from all Lot lines shall comply with city ordinances, as modified by any applicable planned unit development.

Section 4. Nuisance. No noxious or offensive trade or activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Property.

Section 5. Prohibited Dwellings. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time (either temporarily or permanently) as a dwelling.

Section 6. Windmills. No ornamental, operational or other windmill shall be constructed, erected, installed, placed or used on any Lot at any time.

Section 7. Antennas. No exterior antenna, aerial, tower, wire, line, cable, dish or other device for transmitting or receiving radio, television, microwave, laser or other electromagnetic signals ("antenna") shall be constructed, erected, installed, placed or used on any Lot without the written permission of the Architectural Control Committee. The Architectural Control Committee shall deny permission if the antenna is visible from any public street adjoining the Lot and may deny permission if it determines, in its sole discretion, that the antenna would be offensive to the sight. Any fence, wall or other structure intended to shield an exterior antenna from sight shall be subject to approval by the Architectural Control Committee.

Section 8. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. The total number of dogs and cats kept on a Lot at any one time shall not exceed two (2).

Section 9. Driveways: Parking: Vehicles. All driveways and parking areas constructed on any Lot shall be paved with an asphalt, brick, concrete or bituminous surface.

Only Operable vehicles and ONE operable trailer, may be kept, stored or parked on paved driveways, or paved parking areas of each lot.

Snowmobiles are the only vehicle that may be parked on non-paved areas during season (while in use), subject to City of Shakopee code and ordinance limitations.

Additional trailers may be allowed, with a permit issued by the Covenant Committee.

Any Inoperable motorized vehicles, inoperable non-motorized vehicles, or inoperable trailers must be kept, stored or parked only in enclosed garages.

Section 10. Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish, except during construction of subdivision improvement and houses.

Trash, garbage or other waste shall not be kept except in sanitary containers which will be stored so they are not visible from the street of adjoining property.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any Lot except as follows:

a. During the initial construction and sales period of the Property, one sign no larger than six square feet in area may be placed on each Lot advertising the lot for sale, unless the Lot is a corner Lot, in which case one such sign for each side of street frontage is permitted. In addition, in the case of houses advertised as model homes, one additional such sign per Lot is permitted.

b. After the initial construction and sales period of the Property, one sign of not more than six square feet in area advertising the Lot for sale is permitted for each Lot, except for corner Lots, which are permitted one such sign for each side of street frontage.

Section 12. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded plat of the Property.

Section 13. Soil Removal. Except for Declarant, no sod, soil, sand or gravel shall be sold or removed from any Lot, except for the purpose of excavating for the construction or alteration of a house on the Lot or appurtenances thereto, or for the proper grading thereof, or for road improvements.

Section 14. Rights of Developer and Builders. until the last Lot is sold and conveyed to an Owner other than Developer, or any other Builder of homes on the Property, the following will not be deemed violations of the foregoing restrictions:

a. Use of a house for model and sales office purposes by Developer or any home builder;

b. Storage of equipment, materials and earth during the construction of new houses by Developer or any home builder.

c. Display of signs advertising the Property or houses by Developer or any home builder.

d. Construction and Use of a Building by the Developer.

e. Construction of fences and gates by the Developer.

Section 15. Vegetation. The vegetation adjacent to O'Dowd Lake is to be preserved in a natural state. No vegetation changes may occur within 75 feet of the ordinary high water mark except for a maximum 4 foot wide path to private or common docks and any emergency lake access path.

Section 16. Vegetation Survey Markers. A permanent survey monument pin visible concrete marker (flush to grade) must be provided on each side of each lot at the 75 foot setback line from the ordinary high water mark. No permanent structures may be constructed in the 100 foot setback except on the island lots which have a 75 foot building setback.

Section 17. Boat Landing. No boat landing shall be constructed on lots or common area.

Section 18. Common Water System. The Common Water System can only serve lots in WESTRIDGE LAKE ESTATES FIRST ADDITION, WESTRIDGE LAKE ESTATES SECOND ADDITION AND WESTRIDGE LAKE ESTATES THIRD ADDITION.

Section 19. Boats. There shall be no boats launched or removed on the Outlots or Common Area. Boats shall be launched or removed at the Public Access.

Section 20. Mailboxes. Mailboxes shall be designed by the Architectural Control Committee and shall be the only design permitted.

Section 21. General Minimum Standard of Appearance. The provisions of this Article are designed to provide minimum standards of appearance for properties in the Association. The Board of Directors and Architectural Control Committee, by unanimous vote, may take enforcement action against any residence and/or homeowner to enforce compliance with this Article.

B. SPECIAL COVENANTS AFFECTING SPECIFIC LOTS

Section 1. Island Lots. Residential Improvements on the island lots shall be earth tone or neutral in color. Residents of these lots shall provide a buffer of natural, unmowed vegetation within 50 feet of the shore. Selective cutting to provide one 20 foot wide access to one dock per lot shall be allowed.

ARTICLE VII

INSURANCE

Section 1. Maintenance of Insurance. The Association shall maintain, if available, the following insurance:

(a) Comprehensive public liability insurance in such amounts and with such coverage as the Board of Directors shall from time to time determine, but at least:

(i) covering, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance of all property owned by the Association including, but not limited to, Common Areas, Common Water System, Docks, and Entrance Monuments set forth in Article III and legal liability arising out of lawsuits related to employment contracts of the Association, and such other coverages as are customarily covered with respect to projects similar in construction, location and use;

(ii) insuring each officer and member of the Board of Directors, the managing agent and each Owner and with cross liability endorsement to cover liabilities of the Owners as a group to an Owner and with a "Severability of Interest Endorsement" which would preclude the insurer from denying the claim of an Owner for the negligent act of another Owner, occupant or the Association.

(b) Such other insurance as the Board of Directors may determine.

(c) All such policies must provide that they may not be cancelled or substantially modified by any party without at least 10 days' prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

Section 2. Insurance Premiums. Insurance premiums for any insurance coverage's purchased by the Association shall be common expenses to be paid by assessments levied by the Association.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants and restrictions and of the provisions contained in the Articles of Incorporation and By-Laws of the Association and of decisions made by the Association pursuant thereto may be by any proceeding at law or in equity instituted by the Association or by any Owner against any person (including the Association) violating or attempting to violate any covenant or restriction, either to restrain violation, to compel compliance or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Association or by any Owner to enforce any covenant or restriction herein contained in a particular instance 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 violation or to recover damages as determined by the Court shall be assessable against and payable by any persons violating the terms contained herein.

Section 2. Mergers. Upon a merger or consolidation of the Association with another corporation as provided in its Articles and By-Laws, its properties, rights and obligations may, by

operation of law, be transferred to another surviving or consolidated association or corporation, or, alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties as one entity. No such merger or consolidation, however, shall affect any revocation, change or additions to the covenants established by this Declaration within the Property except as hereinabove provided.

Section 3. Severability. Invalidation of anyone 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 4. Duration and Amendment. The covenants and restrictions of 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 personal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time the covenants and restrictions shall be automatically renewed for successive periods of ten (10) years unless terminated by a statement recorded within the last 90 days of such 20 or 10-year periods signed by not less than 90 percent of the Owners and by not less than 51 percent of the holders of first mortgages, counting one vote for each Lot covered by a first mortgage.

Termination of this Declaration must receive prior written approval of the City of Shakopee.

Except as elsewhere herein provided, this Declaration may be amended during the first twenty-year period by an instrument signed by not less than seventy-five percent (75%) of the Owners and thereafter by an instrument signed by not less than seventy five percent (75%) of the Owners.

The consent of the Owners may be obtained by a written agreement or at a meeting of the Association duly held in accordance with the provisions of the Bylaws. Whenever such an amendment has been so approved, it shall be recorded with the appropriate recording office in the county where the Property is located, and shall not be effective until so recorded. Any officer of the Association shall have the power and authority to certify to such approval, and such certification shall be sufficient evidence of approval for all purposes, including recording.

Section 5. Declarant's Rights. In addition to the other requirements for amendment of this Declaration, the written joinder and consent of the Declarant shall be required for any amendment of either the Declaration or By-Laws which shall abolish, diminish or restrict Declarant's rights hereunder to complete improvements, to maintain signs and management office and models, or to maintain signs and advertise the project until

the last conveyance of a Lot to an owner other than Declarant. This right may be waived in whole or part at any time by recording a written waiver executed and acknowledged by Declarant.

Section 6. Notices. Any notice required to be sent to any Member of the Association (or owner) under the provisions of this Declaration shall be deemed to have been properly sent when emailed or mailed, postage prepaid, to the last known address of such Member or owner appearing on the records of the Association at the time of such communication. In the case of multiple owners of a Lot, notice to anyone of such owners shall be deemed notice to all.

Section 7. Captions. The Article and Section headings are intended for convenience only and shall not be given any substantive effect.

Section 8. Construction. In the event of an apparent conflict between this Declaration and the By-Laws, the provisions of this Declaration shall govern. The use of pronouns such as "his", "he" and "him" are for literary purposes and mean whenever applicable the plural and feminine forms.

Section 9. Applicable Law. This Restated and Amended Declaration shall be subject to the provisions of Minnesota Statutes Chapter 515B, commonly referred to as the Minnesota Common Interest Community Act.

IN WITNESS WHEREOF, the President of the Board caused these amendments to be executed this ___ day of _____, 2010.

WESTRIDGE LAKE ESTATES
HOMEOWNERS ASSOCIATION

By: _____

Curt Walor

Its: Board President

STATE OF MINNESOTA)
)SS.
COUNTY OF _____)

The foregoing was acknowledged before me _____, Notary Public for the State of Minnesota, this _____day of _____, 2010, by Curt Walor, President, Homeowners Association Board, WESTRIDGE LAKE ESTATES on behalf of the Homeowners Association.

_____

Notary Public

CERTIFICATION OF OWNER APPROVAL

The undersigned President of the Westridge Lake Estates Homeowners Association, Inc. hereby certifies that pursuant to the bylaws of the Westridge Lake Estates Homeowners Association, Inc., the foregoing RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WESTRIDGE LAKE ESTATES FIRST ADDITION, WESTRIDGE LAKE ESTATES SECOND ADDITION AND WESTRIDGE LAKE ESTATES THIRD ADDITION was approved by an instrument signed by at least seventy-five percent (75%) of the Owners.

Specifically, the foregoing tally of the Owners as follows:

Yes ____
No_____

DATE:_____

_____
Westridge Lake Estates
Homeowners Association, Inc.
BY: Curt Walor, President

CONSENT TO DECLARATION

IN WITNESS WHEREOF, the undersigned has caused the Consent to be executed on the _____day of _____, 2010.

WESTRIDGE BAY COMPANY

By: _____

Its President

STATE OF MINNESOTA)
)SS.
COUNTY OF _____)

The foregoing was acknowledged before me _____, Notary Public for the State of Minnesota, this _____day of _____, 2010, by Darrel E. Gonyea, President, of WESTRIDGE BAY COMPANY.

_____

Notary Public