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Office of County Recorder/Registrar
RICE COUNTY, MN

*I hereby certify that this document was
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Judy Van Erp, Recorder

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220 DIVISION ST
NORTHFIELD, MN 55057

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
OF
VALLEY POND TOWNHOME ASSOCIATION**

The Valley Pond Townhome Association (the "Association") makes this Fourth Amendment effective as of the 4th day of May, 20 16. It amends a Declaration of Covenants, Conditions, Easements and Restrictions dated May 3, 1984 and recorded May 3, 1984 as Document No. 295497 in the Office of the County Recorder, Rice County, Minnesota (the "Declaration").

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WITNESSETH

WHEREAS, the Declaration established a planned community, subjected certain real property to its terms, and authorized the Association to carry out and enforce its terms;

WHEREAS, the Supplementary Declaration of Covenants, Conditions, Easements and Restrictions, dated November 3, 1988 and recorded November 8, 1988 as Document No. 333554 (the "Supplemental Declaration"), subjected additional real property to the terms of the Declaration; and

WHEREAS, the Declaration was amended by the First Amendment to the Declaration, dated September 19, 2002 and recorded January 2, 2003 as Document No. 508472 (the "First Amendment"); and

WHEREAS, the Declaration was further amended by the Second Amendment to the Declaration, dated June 14, 2006 and recorded June 19, 2006 as Document No. 574878 (the "Second Amendment"); and

WHEREAS, the Declaration was further amended by the Third Amendment to the Declaration, dated May 4, 2016 and recorded 5-9-16 as Document No. 687366 (the "Third Amendment"); and

WHEREAS, the Declaration, as supplemented and amended by the Supplemental Declaration, the First Amendment, the Second Amendment, and the Third Amendment affects the real property legally described on the attached Exhibit A; and

WHEREAS, Minnesota Statutes section 515B.2-118 and Article XV, Section 1 of the Declaration provide for the amendment of the Declaration; and

WHEREAS, the Lot Owners wish to amend the Declaration as provided herein.

NOW THEREFORE, the Declaration is hereby amended as follows:

AMENDMENTS

A new Article XVI shall be added as follows:

ARTICLE XVI SOLAR PANEL SYSTEMS

Section 1. Prior Approval by the Association. No free-standing solar panel array shall be allowed on a Lot. Solar panels are only allowed to be installed on the roof of a building. Solar panels and any other solar equipment shall not extend more than one (1) foot above the roof of the building. Every effort shall be made in the design and installation of roof-applied solar panels to ensure that they blend in with the building and appear part of the roof itself. All solar panel plans for solar panel systems to be constructed or modified after the effective date of this Article XVI must be approved by the Board of Directors of the Association prior to installation.

Section 2. Expenses Related to Maintenance, Repair, Replacement and Removal. The Association shall not be required to furnish any services, utilities or facilities or to make any maintenance, repairs or alterations in or to a Lot, a Living Unit or any other building as a result of the installation, repair, replacement or removal of a solar panel system by a Lot Owner. Except in the case of the Association's negligence or willful misconduct, the Owner of the Lot on which the solar panel system is located shall (a) be responsible for the condition, operation, repair, replacement, maintenance, management and removal of the solar panel system (including any repairs or reconstruction as a result of damage or destruction due to casualty); (b) be responsible for any costs and expenses related to the temporary removal of all or a portion of the solar panel system in the event the Association must maintain, repair or replace the roof; (c) maintain the solar panel system in a manner which is aesthetically consistent and compatible with other Living Units and buildings in the Association; (d) maintain the solar panel system in a manner so as to prevent any damage to the roof and other components of the Lot, Living Unit and/or building where the solar panel system is located; and (e) be liable for any personal injury

or property damage occurring to any of the Lots, Living Units or other buildings in the Association caused by or resulting from his/her solar panel facility. In the event the Lot Owner fails to maintain the solar panel system located on his/her Lot in accordance with this Section, the Association may undertake all necessary maintenance and the cost of such maintenance shall be assessed against such Lot in accordance with Article VI.

Section 3. Indemnification. The Owner of the Lot on which the solar panel system is located shall defend, indemnify and hold harmless the Association against any and all losses, damages, claims, expenses and liabilities for physical injury and property damage, including without limitation, reasonable attorney's fees, to the extent resulting from or arising out of the installation, operation, maintenance, repair, replacement or removal of the solar panel system.

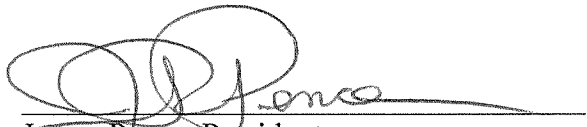
Section 4. Insurance. The Owner of the Lot on which the solar panel system is located shall be responsible for obtaining insurance on the solar panel system against loss or damage by casualty and against loss or damage by other risks as determined by the Lot Owner and in such amount as determined in the Lot Owner's discretion. The Lot Owner shall also keep and maintain, or cause to be kept and maintained, a policy or policies of comprehensive general liability insurance insuring the Lot Owner and the Association as an additional insured, against liability for bodily injury, death and property damage occurring as a result of the solar panel system in such amounts as determined from time to time in the reasonable discretion of the Board of Directors for the Association. In the event the cost of the premium for any insurance policy purchased by the Association increases as a result of a Lot Owner's solar panel system, the additional amount of the premium resulting from the solar panel system shall be assessed against such Lot in accordance with Article VI.

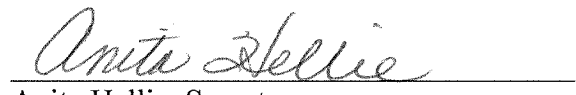
All other terms and conditions of the Declaration shall remain in full force and effect.

(signature page follows)

Adopted: 5/6/16

VALLEY POND TOWNHOME
ASSOCIATION


James Pence, President


Anita Hellie, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

AFFIDAVIT OF SECRETARY

Anita Hellie, being first duly sworn upon oath, deposes and states as follows:

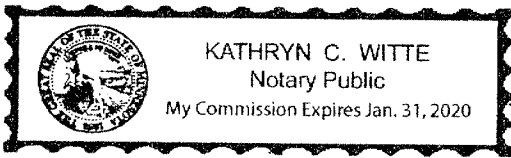
1. That I am the duly acting Secretary of the Valley Pond Townhome Association, a non-profit corporation under Chapter 317A of the laws of the State of Minnesota.
2. That I make this Affidavit in accordance with Minnesota Statutes section 515B.1-116(d).
3. That the attached Fourth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Valley Pond Townhome Association was duly adopted by more than 75% of all Lot Owners.
4. This Affidavit is given to establish record evidence of the attached Fourth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Valley Pond Townhome Association.

Dated: 5-4-2016

Anita Hellie
Anita Hellie, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this 4th day of May, 2016, by Anita Hellie, the Secretary of the Valley Pond Townhome Association, on behalf of that Association.



Kathryn Witte
Notary Public

This instrument drafted by:

Ryan L. Blumhoefer (#391033)
Schmitz, Ophaug, Dowd & Blumhoefer, LLP
220 Division St. S.
Northfield, MN 55057
507-645-9541

Exhibit A

Lots 1 through 4, Block Three, Hidden Valley Addition No. 1
Lots 1 through 12, Block Four, Hidden Valley Addition No. 1
Lots 1 through 8, Block 1, Hidden Valley Addition No. 3
Lots 3 through 10, Block 2, Hidden Valley Addition No. 4
Lots 1 through 12, Block 4, Hidden Valley Addition No. 4

all in the City of Northfield, Rice County, Minnesota