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**SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
COMMON INTEREST COMMUNITY NUMBER 34**

MARSH RIDGE
planned community

WRIGHT COUNTY, MINNESOTA

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COMMON INTEREST COMMUNITY NUMBER 34, MARSH RIDGE TOWNHOMES, is entered into this 21st day of November, 2018 by Marsh Ridge Homeowners Association, Inc., a Minnesota nonprofit corporation.

WHEREAS, the Association was created to administer property that is subject to the Declaration of Covenants, Conditions and Restrictions for Common Interest Community Number 34, Marsh Ridge Townhomes, Wright County, Minnesota, recorded in the Office of the Recorder on March 31, 2000, as Document No. 705604, as amended by the Certificate of First Amendment to Declaration of Covenants, Conditions and Restrictions [for Common Interest Community Number 34], Marsh Ridge Townhomes, recorded in the Office of the Recorder on September 12, 2005, as Document No. A976274 (collectively, the "Declaration"); and

WHEREAS, Article XV, Section 4 of the Declaration provides that the Declaration may be amended "only by the assent of Members holding at least seventy-five percent (75%) of the voting power of each class of Members. . . . The prior written approval of all of the first mortgagees of Dwellings or Owners other than the Declarant shall be required for any amendment of this Declaration which would affect the right of the Association to do any of the acts specified in Article XII, Section 5(a), (b), (c), (d) and (e)"; and

WHEREAS, the Declarant Control Period (as that term is defined in the Declaration) has expired, and all Members are "Class A" members (as more fully described in the Declaration); and

WHEREAS, pursuant to the requirements of Article XV, Section 4 of the Declaration, Members holding at least seventy-five percent (75%) of the voting power of the sole class of Members approved this amendment to the Declaration; and

WHEREAS, the purposes for which the Declaration is being amended hereby do not affect the right of the Association to do any of the acts specified in Article XII, Section 5(a), (b), (c), (d) and (e) of the Declaration, and therefore approval of first mortgagees is not required.

NOW THEREFORE, the Declaration is hereby amended as follows:

Article IX of the Declaration is hereby amended to add a new Section 11, which shall provide as follows:

Section 11 NON-OWNER OCCUPANCY

- a. **General.** Except as provided herein, no Owner shall be permitted to allow occupancy of Owner's Unit exclusively by non-Owner Occupants ("Non-Owner Occupancy"), including, but not limited to, leasing of Units. Each Unit shall be occupied by the Owner of said Unit or shall remain vacant.
- b. **Units Currently Non-Owner Occupied Exempt.** Notwithstanding the provisions of subsection a, above, any Owner who allows Non-Owner Occupancy of his or her Unit as of the date of the recording of this Second Amendment shall be permitted to continue to allow Non-Owner Occupancy of such Owner's Unit for a period of one year from the date on which this Second Amendment is recorded. Upon the expiration of such one-year period, the right to continue to allow Non-Owner Occupancy of Units under this subsection b shall immediately terminate.
- c. **Family Member Occupancy Exempt.** Notwithstanding the provisions of subsection a, above, an Owner who allows Non-Owner Occupancy of such Owner's Unit by a family member shall not be deemed to be in violation of the provisions of this Section. For the purposes of this section, "family member" shall mean a parent, stepparent, child, stepchild, grandparent, grandchild, brother, sister, uncle, aunt, nephew, or niece.
- d. **Ownership by Estate Planning Trust Exempt.** Notwithstanding the provisions of subsection a, above, ownership of a Unit by a trust created for estate planning purposes shall not be deemed to be a violation of this Section so long as at least one Occupant of the Unit is a trustee under such trust.
- e. **Hardship Exceptions.** In the event an Owner determines that these occupancy restrictions impose a hardship on the Owner, such Owner may petition the Board for written waiver of such occupancy restrictions as to that Unit based upon such hardship. Such petition shall describe the hardship imposed by such restrictions and shall state the length of time for which such Owner requests the waiver of these occupancy restrictions. The decision whether to grant such waiver and the conditions under which such a waiver may be granted shall be at the sole discretion of the Board, whose decision is final.

- f. **Regulation of Non-Owner Occupancy.** For those Units which are permitted to be Non-Owner Occupied under the terms of this section, such occupancy is subject to reasonable regulation by the Association, and subject to the following conditions:
- (i) no Unit may be subleased;
 - (ii) all occupancy agreements, including but not limited to leases ("Occupancy Agreements"), shall be in writing, for a minimum term of one (1) year, and shall be for the entire Unit (not a room or other portion of a Unit);
 - (iii) all Occupancy Agreements shall provide that they are subject to the Governing Documents, the Rules and Regulations and the Act, and that any failure of the lessee/Occupant to comply with the terms of such documents shall be a default under the Occupancy Agreement;
 - (iv) Owners who are permitted under this Section to allow Non-Owner Occupancy of such Owner's Unit shall provide the Board with a copy of the written Occupancy Agreement at least seven (7) days in advance of the commencement of the term of the Occupancy Agreement; and
 - (v) Owners who are permitted under this Section to allow Non-Owner Occupancy of such Owner's Unit shall provide to the Non-Owner Occupant(s) a copy of all Governing Documents and Rules and Regulations and any amendments.

The Association may impose such reasonable Rules and Regulations as may be necessary to implement procedures for Non-Owner Occupancy of Units, consistent with this Section, including, but not limited to, (i) adoption of policies and procedures related to the establishment of criteria and conditions that may be considered by the Board in response to a request for a hardship waiver under subsection d, above; and (ii) imposition of fines for non-compliance with the provisions of this Section 11.

- f. **Association Exempt.** Notwithstanding anything to the contrary contained herein, the occupancy restrictions set forth in this Section 11 shall not apply to any property owned by the Association or property administered by the Association and constituting a portion of the Common Elements.

[Remainder of page is intentionally blank. Signature and acknowledgment page follows.]

AFFIDAVIT OF SECRETARY

STATE OF MINNESOTA)
COUNTY OF Wright) ss.

The undersigned, Secretary of Marsh Ridge Homeowners Association, Inc., a Minnesota nonprofit corporation, being first duly sworn and upon oath, hereby swears and certifies, pursuant to the applicable provisions of Minnesota law and the Declaration, that the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Common Interest Community Number 34, Marsh Ridge Townhomes, has been duly approved by a vote of the Board of Directors of the Association, and in writing by the requisite number and percentage of Owners and first mortgagees, in compliance with the requirements of Minnesota law and the Declaration.

OK Marsh Ridge Homeowners Association, Inc.

By: Gail Ruth Schell
Gail Ruth Schell
[print name]
Its: Secretary

STATE OF MINNESOTA)
COUNTY OF Wright) ss.

Signed and sworn to before me on this 21st day of November, 2018, by Gail Schell, Secretary of Marsh Ridge Homeowners Association, Inc.

OK
[Signature]
Notary Public.

This instrument drafted by:

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