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By: TMB, Deputy

Office of the County Recorder
Dakota County, Minnesota
Joel T. Beckman, County Recorder

**CERTIFICATE OF AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF
COMMON INTEREST COMMUNITY NUMBER 606
WESCOTT HILLS REVISED BUILDING ASSOCIATION**

DAKOTA COUNTY, MINNESOTA

I, ERIC DRENCKHORN, the President/Secretary of Wescott Hills Revised Building Association ("Association"), a Minnesota non-profit corporation, do hereby certify that:

1. The Association was created to administer property that is subject to the Amended and Restated Declaration of Common Interest Community Number 606, Dakota County, Minnesota, recorded in the Office of the Dakota County Recorder on October 24, 2013, as Document No. 2982862, as may be amended from time to time thereafter (the "Declaration").

2. The real property which is held, transferred, sold, conveyed and secured subject to the Declaration is located in the County of Dakota, State of Minnesota and is legally described on Exhibit A, which is attached hereto and made a part hereof.

3. Sections 15 and 16 of the Declaration provide that the Declaration may be amended by written agreement of unit owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association and by at least fifty-one percent (51%) of the Eligible Mortgagees of the units (each mortgagee having one vote per unit financed).

4. Unit Owners to which are allocated at least sixty-seven percent (67%) of the votes in the Association consented to the amendment to the Declaration set forth in the Resolution attached hereto as Exhibit B and incorporated herein (the "Resolution"), which is the percentage required for amendment as specified in Section 15 of the Declaration.

5. There are no Eligible Mortgagees (as that term is defined in Section 1.9 of the Declaration) from which consent must be obtained.

IN TESTIMONY WHEREOF, I hereunto set my hand this 3 day of March, 2016.

WESCOTT HILLS REVISED BUILDING
ASSOCIATION

By: [Signature]
Its: President/Secretary

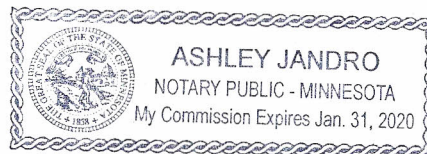
STATE OF MINNESOTA)
)ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 3 day of March, 2016, by Eric Drenckmann the President/Secretary of Wescott Hills Revised Building Association, a Minnesota non-profit corporation, on behalf of the corporation.

[Signature]
Notary Public

This Instrument was Drafted By:

Phaedra J. Howard, Esq.
Hellmuth & Johnson, PLLC
8050 West 78th Street
Edina, MN 55439
Telephone: (952) 941-4005



File #22850.0001

EXHIBIT A

LEGAL DESCRIPTION

All of the following property located Dakota County, Minnesota:

Lots 1 through 16, inclusive, Block 1; and Lots 1 and 2, Block 2; Wescott Hills Revised 2nd Addition, according to the recorded plat thereof on file or of record in the office of the County Recorder in and for Dakota County, Minnesota; and

Lots 1 through 14, inclusive, Block 1, Wescott Hills Revised 3rd Addition, according to the recorded plat thereof on file or of record in the office of the County Recorder in and for Dakota County, Minnesota; and

Lots 1 through 4, inclusive, Block 1, Wescott Hills Revised 3rd Addition according to the recorded plat thereof on file or of record in the office of the County Recorder in and for Dakota County, Minnesota.

EXHIBIT B

RECITALS

1. The Amended and Restated Declaration subjecting the real estate described therein to the covenants set forth therein, was recorded in the Office of the Dakota County Recorder on October 24, 2013, as Document No. 2982862 (the "Declaration");

2. Owners to which are allocated at least sixty-seven percent (67%) of the votes in Wescott Hills Revised Building Association ("Association") have consented to amend the Declaration as set forth herein, which is the percentage required for amendment as specified in Section 15 of the Declaration.

3. There are no Eligible Mortgagees as that term is defined in the Declaration from which consent must be obtained pursuant to Section 16 of the Declaration.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Section 7.5 of the Declaration is hereby deleted in its entirety, and the following inserted in its stead:

Leasing. Leasing of Units shall be allowed, subject to regulation by the Association, and subject to the following conditions:

- (i) All leases shall be in writing and in a form approved and prescribed by the Association (leases on any form other than the one approved by the Association shall not be approved or permitted);
- (ii) No Unit may be subleased by the tenant subject to the lease; all leases must be directly between an Owner and a tenant;
- (iii) No Unit shall be leased for any purpose or use in violation of any city ordinance, state, or federal statute, rule, or regulation;
- (iv) No Unit shall be leased for transient or hotel purposes;
- (v) All leases shall provide that they are subordinate and subject to the provisions of the Governing Documents, the Rules and the Act, and that a failure of the lessee to comply with the provisions of such documents shall be a default under the lease;
- (vi) No lease agreement between any Owner and his or her prospective tenant may be executed until the lease and the prospective tenant(s) have been approved in accordance with Section 7.6 of this Declaration by the Board of Directors or by a tenant screening committee appointed by the Board.
- (vii) No Owner may lease a Unit to a tenant who has been the subject of an eviction action resulting in eviction or ejectment which is recorded as provided in Minn. Stat. § 504B.291, subd. 3, unless such judgment has

been expunged as provided by law and/or the tenant is otherwise approved by the Board or tenant screening committee.

- (viii) In the event that a tenant is in breach of his/her lease by reason of his/her failure to abide by the terms or the provisions of the Governing Documents, the Rules and Regulations of the Association and/or the Act, the Association may demand that the Owner evict said tenant. In the event that the Owner fails to commence eviction proceedings against the defaulting tenant within the reasonable timeframe provided by the Association, the Association is authorized to terminate the lease and to evict the tenant on behalf of the Owner and to assess against the Owner's Unit the costs and expenses, including reasonable attorney's fees, incurred therein. Every Owner by exercise of his/her right to lease his/her Unit under this Section does hereby grant to the Association and its Board of Directors a power of attorney to act as the Owner's authorized agent for these purposes.
- (ix) Every Owner by exercise of his/her right to lease his/her Unit under this Section does hereby further grant to the Association and its Board of Directors an assignment of rents for that Unit as security for the performance of said Owner's financial obligations to the Association. Said Owner grants, transfers and assigns to the Association all right, title and interest of said Owner in and to any rent or other payments collectable from said Owner's tenant(s) under any lease or other agreement between the Owner and Tenant, whether written or oral. Said assignment shall be deemed a perfected, absolute and present assignment. However, the Owner shall have the right to collect said rents and other amounts from the tenant(s) and to retain, use and enjoy the same until an event of default shall occur with regard to said Owner's obligation to pay assessments pursuant to Section 6 of this Declaration, at which point the Owner and tenant will be required to forward all rent payments to the Association pursuant to this assignment upon 10 days' notice from the Association or its agent. For purposes of this subsection, an event of default is defined as a failure to pay any amounts levied by the Association against said Owner's Unit when due or within 60 days of the due date established by the Board.

For purposes of Sections 7.5 and Section 7.6 of this Declaration, "tenant" shall mean any non-Owner occupant of a Unit, including extended guests of Occupants, whether or not said Occupant is subject to a written lease for the Unit.

The Association may impose such reasonable Rules and Regulations as may be necessary to implement procedures for the screening of rental applicants and for the leasing of Units, consistent with this Section and Section 7.6 of this Declaration. In the event an Owner violates any of the provisions of this Section or any Rule or Regulation related thereto, such Owner shall be subject to fines and/or other enforcement action as set forth in Section 13.2 of this Declaration.

2. Section 7.14 is hereby added and inserted into the Declaration and shall read as follows:

7.14. Right of First Refusal. Any Unit Owner who intends to sell his/her Unit or any interest therein pursuant to a bona fide offer shall give notice of said intention to the Association, together with the name and address of the proposed purchaser, a copy of the proposed purchase agreement, and such other information concerning the purchaser and/or the transaction as the board may reasonably request or require. This notice shall constitute an offer by the Owner to sell the Unit to the Association or its designee on the same terms and conditions as the bona fide offer. Within 15 days of receipt by the Association of the notice and such other information requested by the Board pertaining to the bona fide offer, the Board shall:

- a. Approve the proposed transaction in writing; or
- b. Furnish an alternate purchaser, acceptable to the Board, who will enter into the transaction on terms at least as favorable to the Unit Owner as the bona fide offer, except that the alternate purchaser shall have up to thirty (30) days after delivery by the Board of the alternate purchase agreement to close the transaction; or
- c. Elect, by notice in writing delivered to the Unit Owner, to purchase the Unit on the same terms and conditions contained in the bona fide offer, except that the Association shall have up to ninety (90) days within which to close the transaction.

If the Board elects not to furnish an alternate purchaser and elects not to accept the offer to sell the Unit to the Association within said 15-day period, the Unit Owner shall be free to complete the closing of the sale of the Unit within ninety (90) days after the expiration of the said 15-day period to the party submitting the bona fide offer and upon the terms and conditions set forth therein.

If within said ninety (90) day period the Unit Owner does not close the sale of the Unit to the party submitting the bona fide offer upon the terms and conditions thereof, the Unit Owner may not sell the Unit without obtaining a new bona fide offer and submitting it to the Board in the manner set forth herein, in which case the right of first refusal in favor of the Association shall be revived.

7.14.1 Authority to Exercise Right of First Refusal. The Board shall not purchase a Unit on behalf of the Association in the exercise of the right of first refusal as provided herein without the prior approval of at least 51% of the Unit Owners obtained in writing or via a vote at a regular or special meeting of the Association duly called for that purpose.

7.14.2 Exceptions. The terms and conditions of this Section 7.14 shall not apply to the following transactions:

- a. The sale or conveyance of the Unit by a Unit Owner to the Unit Owner's spouse, children, parents, brothers or sisters, or any combination of the above;
- b. The sale or conveyance of the Unit by a Unit Owner into a trust or other similar estate planning entity, provided that the Unit Owner or an immediate family member of the Unit Owner is a trustee and/or beneficiary of said trust or other entity.

c. The acquisition of a Unit by a mortgagee or contract for deed vendor by contract or deed cancellation, foreclosure or a deed in lieu of foreclosure; provided, however, that the terms and conditions of this Section shall apply with respect to the sale or conveyance of any Unit by said mortgagee or any person who has acquired title to the Unit from such mortgagee; or


d. Any conveyance or transfer of the Unit by gift, devise or otherwise pursuant to the laws of intestacy.

AFFIDAVIT OF PRESIDENT/SECRETARY

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

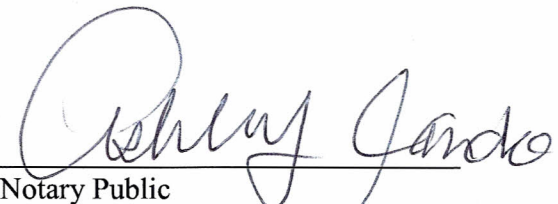
The undersigned, President/Secretary of Wescott Hills Revised Building Association, a Minnesota nonprofit corporation, being first duly sworn and upon oath, hereby swears and certifies, pursuant to the applicable provisions of Minnesota law and the Declaration, that the Certificate of Amendment to the Amended and Restated Declaration of Common Interest Community No. 606 has been duly approved by the requisite number and percentage of Owners and Eligible Mortgagees, in compliance with the requirements of Minnesota law and the Declaration.

Wescott Hills Revised Building Association


ERIC DRANCKHAHN
[print name]
President/Secretary

STATE OF MINNESOTA)
) ss
COUNTY OF DAKOTA)

Signed and sworn to before me on this 3 day of march, 2016
by Eric Dranckhahn, President/Secretary of Wescott Hills Revised Building Association.


Notary Public

This instrument drafted by:

HELLMUTH & JOHNSON, PLLC
8050 West 78th Street
EDINA, MN 55439
(952) 941-4005

File #22850.0001

