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

COMMON INTEREST COMMUNITY NO. 117
FOURTH AMENDMENT TO DECLARATION OF
HERITAGE GLEN TOWNHOME ASSOCIATION

This Fourth Amendment to Declaration (the "Amendment") is made effective this 27 day of November, 2012, by Heritage Glen Townhome Association, a non-profit corporation under the laws of the State of Minnesota (the "Association"), and approved by the required number of the votes in the Association pursuant to Section 16 of the Declaration.

WHEREAS, the Declaration dated May 14, 1998, was recorded and filed of record in the County of Washington, State of Minnesota, as Document No. 981266 on May 18, 1998, in the Office of the County Recorder; and thereafter amended by that certain First Amendment to Declaration dated November 4, 1999, and recorded and filed and record in the Washington County Recorder's Office on December 13, 1999, as Document No. 3083171; and thereafter amended by that certain Second Amendment to Declaration dated August 31, 2000, and recorded and filed of record in the Washington County Recorder's office on September 12, 2000, as Document No. 3120371; and thereafter amended by that certain Third Amendment to Declaration dated August 31, 2000, and recorded and filed of record in the Washington County Recorder's office on October 12, 2000, as Document No. 3125043 (collectively, the "Declaration");

WHEREAS, at least sixty-seven percent (67%) of the Owners have consented and duly adopted this instrument as required under the Declaration as affirmed and evidenced by the affidavit of the Secretary of the Association, attached hereto as Exhibit B and made a part hereof.

WHEREAS, the Association desires to subject the real property described in the attached Exhibit A (the "Property") to this Amendment; and

NOW, THEREFORE, the Association makes this Amendment declaring that the Declaration shall be amended as set forth herein, and that the covenants and restrictions hereafter set forth shall be binding upon all persons having any right, title or interest in the Property, including their heirs, personal representatives, grantees, successors and assigns, effective as of the date of the filing of this Amendment.

1. Each of the above recitals is true and correct and is hereby incorporated by this reference.
2. Section 7.3 of the Declaration shall be added, amended, modified and restated as follows:

"7.3 Residential Use. The Units shall be used by Owners and Occupants and their guests exclusively as private, single family residential dwellings, and not for transient, hotel, commercial, business or other non-residential purposes, except as provided in Sections 7.5 and 7.10. Any lease of a Unit (except for occupancy by guests with the consent of the Owner) for a period of less than 12 months, or any occupancy which includes services customarily furnished to hotel guests, shall be presumed to be for transient purposes."

3. Section 7.10 of the Declaration shall be added, amended, modified and restated as follows:

"7.10 Leasing. The Association is intended to be a predominantly owner-occupied common interest community. It is deemed to be in the long-term best interests of the Association that it remain Owner occupied. Following the recording of this Fourth Amendment to the Declaration, no Unit may be leased, rented, or occupied, regardless of whether consideration is paid in connection with the lease, rental, or occupancy except as follows:

- a. Pre-existing Leases. Notwithstanding anything to the contrary herein, any Owner leasing or renting his Unit as of the date that this Section becomes effective with the recording of this Amendment, shall be permitted to continue to rent or lease his Unit until the *earlier* of the following events, provided a written copy of the existing lease has been filed with the Association's management company within twenty (20) days of the filing of this Amendment, or such other evidence has been so provided during said twenty (20) days and the Owner has complied within Section 7.10(b):
- i. Such time as such Owner either sells his Unit through the use of a Contract for Deed (whether recorded or unrecorded), or otherwise conveys title to the Unit (voluntarily or involuntarily) to a third party;
 - ii. Such Owner dies; or
 - iii. Such Owner re-occupies the Unit as his personal residence.

Thereafter, the Owner shall not be permitted to lease his Unit, except as set forth herein. In the event the current tenant continues to occupy the Unit, and the Owner fails to provide the Association or its management company with a written copy of the lease or provide such other evidence of the lease or rental of the Unit within twenty (20) days of the recording of this Fourth Amendment, and the Owner fails to remove said tenant, the Association may do so at the Owner's expense, as set forth below in Section 7.10(d).

Failure to file a copy of the written lease within twenty (20) days of the filing of this Amendment will result in the lease or rental not being considered as a Pre-existing Lease, and therefore, the Owner will not have the right to lease or rent his Unit. In such an event, the Association may move to evict any tenants pursuant to the terms of this Amendment, as the lease shall not be considered pre-existing and shall violate the terms of this Section 7.10.

- b. Eligibility to Rent or Lease Unit. In addition, to be eligible to rent or lease under Section 7.10(a), and thereafter, as applicable, the following conditions shall apply, subject to reasonable regulation by the Association: (i) all leases

shall be in writing, and shall provide that they are subordinate and subject to the provisions of the Declaration, Bylaws, Articles of Incorporation, and any Rules and Regulations of the Association (hereinafter collectively the "Governing Documents"), and that any failure of the tenant to comply with the terms of said Governing Documents shall be a default under the lease; (ii) all leases shall contain the agreement of the tenant to be bound by the terms of the Governing Documents; (iii) the Units shall be used by Owners and Occupants and their guests exclusively as private, single family residential dwellings, and not for transient or hotel purposes, and no lease shall for less than an entire Unit; (iv) no Units shall be subleased; (v) no Unit shall be leased for less than a twelve month term; and (vi) the Association may impose such reasonable Rules and Regulations as may be necessary to implement procedures for the leasing of Units, consistent with this Section. The lease or rental of a Unit by an Owner does not relieve the Owner of the rights and obligations under the Governing Documents, including but not limited to payment of any and all annual and special assessments, attendance at any and all annual and special meetings, and voting.

c. Waiver of Rental or Leasing Restriction. Notwithstanding the foregoing, the Board of Directors may, in its sole discretion and upon criteria it establishes, grant a temporary waiver of the provisions of this Section to Owners to lease their Unit upon the Owner being:

(1) transferred by the Owner's employer, accepted for an educational program and who has a reasonable basis to believe that he or she will re-occupy the Unit within one year following the date of transfer, may lease the Unit during the one-year absence period;

(2) confronted with a family medical emergency, or the family's sole care-giver is confronted with a medical emergency and who has a reasonable basis to believe that he or she will re-occupy the Unit within one year following the date of the move, may lease the Unit during the one-year absence period;

(3) the subject of an estate or trust proceeding, whereby the Unit is part of the estate or trust settlement following the Owner's death, and the heirs, successor and/or personal representatives of the estate or trust have a reasonable basis to believe that the Unit will be re-occupied or sold within one year following the date of the Owner's death, may lease the Unit for a period of one-year; or

(4) a member of the United States military services who is transferred out of the Minneapolis/St. Paul area by reason of such service and who has a reasonable basis to believe that he or she will re-occupy the Unit within one year following the date of transfer, may lease the Unit during the one-year absence period.

In the event such a temporary waiver is granted herein, no tenant or lessee shall remain in the Owner's Unit for more than thirty days following

COMMON INTEREST COMMUNITY NO. 117
HERITAGE GLEN TOWNHOME ASSOCIATION
EXHIBIT A
TO FOURTH AMENDMENT TO DECLARATION
PROPERTY LEGAL DESCRIPTION

Lots 1 through 16, inclusive, Block 1;

Lots 1 through 11, inclusive, Block 2;

All in Club Homes at The Preserve First Addition, Washington County, Minnesota.

AND

Lots 1 through 28, inclusive, Block 1;

Lots 1 through 11, inclusive, Block 2;

Lots 1 through 7, inclusive, Block 3;

All in Heritage Glen 2nd Addition, Washington County, Minnesota.

AND

Lots 1 through 19, inclusive, Block 1;

Lots 1 through 7, inclusive, Block 2;

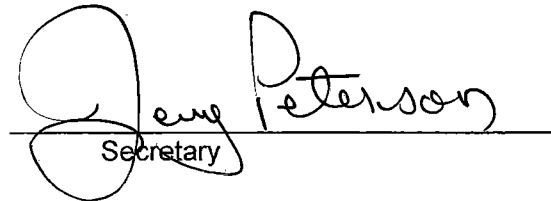
Lots 1 through 7, inclusive, Block 3;

All in Heritage Glen 3rd Addition, Washington County, Minnesota.

COMMON INTEREST COMMUNITY NO. 117
HERITAGE GLEN TOWNHOME ASSOCIATION
EXHIBIT B
TO FOURTH AMENDMENT TO DECLARATION
AFFIDAVIT OF SECRETARY

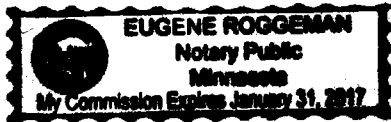
The undersigned, Secretary of Heritage Glen Townhome Association, a Minnesota non-profit corporation, being first duly sworn on oath, hereby swears and certifies, pursuant to the applicable provisions of the Declaration, that this instrument has been duly approved by the Association by a vote of sixty-seven (67%) percent of the membership votes in the Association either in person or by proxy or by written instrument, as defined in the Declaration, in satisfaction of the requirements of the Declaration.

Such approval and vote was obtained and conducted as of October 31, 2012 by mailed ballot and written consent and was done in accordance with the Declaration and Bylaws.


Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF washington)

The foregoing instrument was acknowledged before me this 27th day of November, 2012, by Jerry Peterson, Secretary of Heritage Glen Townhome Association, a Minnesota nonprofit corporation, on behalf of the non-profit corporation.




Notary Public