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Office of the County Recorder  
Hennepin County, Minnesota  
Martin McCormick, County Recorder  
Mark Chapin, County Auditor and Treasurer

Deputy 96	Pkg ID 1530432M
Attested Copy or Duplicate Original	\$2.00
Document Recording Fee	\$46.00
<b><i>Document Total</i></b>	<b>\$48.00</b>

**CERTIFICATE OF FIRST AMENDMENT  
TO DECLARATION OF COMMON INTEREST  
COMMUNITY NUMBER 1993  
MEDINA RIDGE CONDOMINIUMS**

**HENNEPIN COUNTY, MINNESOTA**

I, Pennis Martenson, the President/Secretary of Medina Ridge Condominium Association, Inc. ("Association"), a Minnesota non-profit corporation, do hereby certify that:

1. The Association was created to administer property that is subject to the Declaration of Common Interest Community Number 1993, Medina Ridge Condominiums, Hennepin County, Minnesota, recorded in the Office of the Hennepin County Recorder on December 11, 2013 as Document No. A10036500, 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 Hennepin, State of Minnesota and is legally described on Exhibit A, which is attached hereto and made a part hereof.

3. Sections 14 and 15 of the Declaration provides that the Declaration may be amended with the approval of unit owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association and, for certain types of amendments, by at least fifty-one percent (51%) of all Eligible Mortgagees, as that term is defined.

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 14 of the Declaration.

5. There are no Eligible Mortgagees, as that term is defined in the Declaration, from whom consent is required.

IN TESTIMONY WHEREOF, I hereunto set my hand this 21<sup>st</sup> day of March, 2017.

MEDINA RIDGE CONDOMINIUM ASSOCIATION, INC.

By: Dennis R. Martenson  
Its: President/Secretary

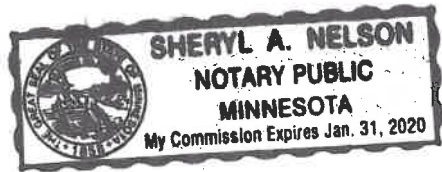
STATE OF MINNESOTA )  
 )ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of March, 2017, by Dennis Martenson the President Secretary of Medina Ridge Condominium Association, Inc., a Minnesota non-profit corporation, on behalf of the corporation.

[Signature]  
Notary Public

This Instrument was Drafted By:

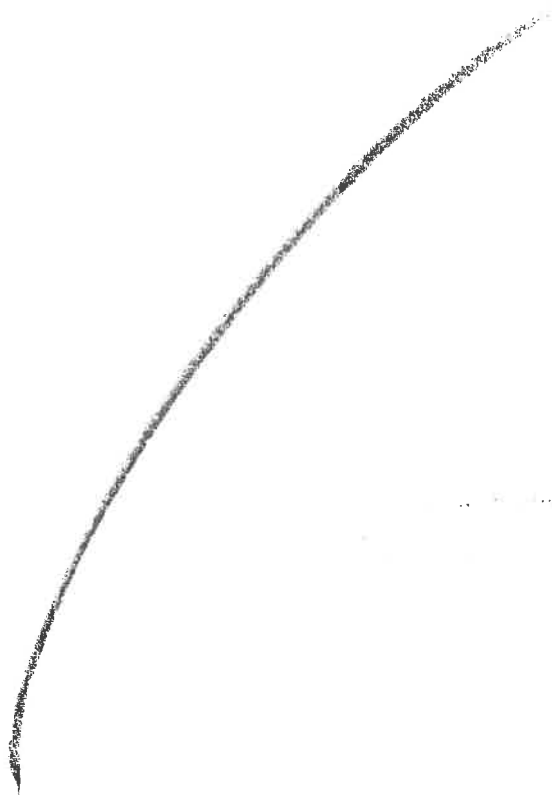
Phaedra J. Howard, Esq.  
Hellmuth & Johnson, PLLC  
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**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 1, Block 1, Gramercy Club at Elm Creek, Hennepin County, Minnesota



## **EXHIBIT B**

### RECITALS

1. The Declaration subjecting the real estate described therein to the covenants set forth therein, was recorded in the Office of the Hennepin County Recorder on December 11, 2013, as Document No. A10036500 (the "Declaration");

2. Owners to which are allocated at least sixty-seven percent (67%) of the votes in Medina Ridge Condominium Association, Inc. ("Association") have consented to amend the Declaration as set forth herein, which is the percentage required for amendment as specified in Section 14 of the Declaration.

3. There are no Eligible Mortgagees, as that term is defined, from whom consent is required pursuant to Section 15 of the Declaration.

### NOW, THEREFORE, BE IT RESOLVED THAT:

1. Section 7.7 of the Declaration is hereby deleted in its entirety, and the following inserted in its stead:

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

- a. No Unit shall be leased for transient or hotel purposes, which shall be defined as a rental for a period less than 12 months or any rental where the occupants are provided customary hotel services.
- b. No more than 8 Residential Units in the Association may at any given time be non-owner occupied Units held for leasing. Any Unit not occupied by its Owner and not vacant shall be deemed to be leased whether or not the Owner is charging rent for said occupancy, except that a Unit occupied by an immediate family member of an Owner shall not be deemed to be a lease of that Unit and occupancy of a Unit owned by a trust created for estate planning purposes shall not be deemed to be a lease of that Unit if the occupant is the owner, trustee or beneficiary of said trust. For purposes of this Section, "immediate family member" means an age-qualified spouse, parent, child or sibling of an Owner, whether related by blood, adoption or marriage. If, at the time an Owner notifies the Board of his or her intent to lease his or her Unit, and the maximum number of Units are already being leased, the Board shall notify such Owner that the maximum number of Units are already leased, and such Owner (and any other subsequent Owner seeking to lease his or her Unit) shall be prohibited from leasing his or her Unit until such time as such leasing would not exceed the maximum stated herein. Units held for rental purposes by a housing and redevelopment authority pursuant to Minnesota Statutes §469.018, subd. 3 shall

not be subject to this restriction on the number of permitted leased units and shall not be counted toward the number of leased units for purposes of determining whether the maximum number has been reached. 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.

- c. No Unit may be subleased.
- d. No Unit may be leased for any term except for residential purposes.
- e. All leases shall be in writing and shall provide that they are subordinate and subject to the provisions of the Governing Documents, the Rules and Regulations and the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B, and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease.
- f. The Board of Directors shall have the authority to adopt rules and regulations providing procedures for establishing and managing a wait list for owners desiring to lease their units when the maximum number of Units is already being leased and for requiring that Units being held for leasing are actually being leased by the Owner. Such rules may provide that an Owner's right to lease his or her Unit under this section may be terminated upon a transfer of ownership of the Unit, the Owner moving into or residing in the Unit, the Unit remaining vacant for an extended period of time without being leased, and/or upon a failure of the Owner to comply with this section and/or any rules and regulations established by the Association pursuant to this section.

- 2. Section 7.25 of the Declaration shall be added and inserted as follows:

7.25 Prohibition Against Ownership of Multiple Units. Notwithstanding anything to the contrary contained herein, no more than two (2) Units may be owned by an Owner or any affiliate of such Owner at any time. An "affiliate of an Owner" is any of the following:

- (1) Where the Owner is a natural person,
  - a. a member of such Owner's family, including brother, sister, spouse, child, mother, father, step-sibling, step-child or stepparent.
  - b. a limited liability company, corporation or other entity capable of holding title to real property, in which the Owner or a family member of the Owner holds an ownership interest.
- (2) Where an Owner is a limited liability company, corporation or other entity capable of holding title to real property ("Entity Owner"),
  - a. any other entity that has common ownership by any of the natural persons holding an ownership interest in the Entity Owner;
  - b. any other entity that holds an ownership interest in the Entity Owner;
  - c. any of the natural persons holding an ownership interest in the Entity Owner.

**AFFIDAVIT OF PRESIDENT/SECRETARY**

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

The undersigned, President/Secretary of Medina Ridge Condominium 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 Certificate of First Amendment to the Declaration of Common Interest Community No. 1993, Medina Ridge Condominiums, has been duly approved by the requisite number and percentage of Owners and Eligible Mortgagees (if any), in compliance with the requirements of Minnesota law and the Declaration.

Medina Ridge Condominium Association,  
Inc.

*Dennis R. Martenson*  
Dennis R. Martenson  
[print name]  
President/Secretary

STATE OF MINNESOTA )  
 ) ss  
COUNTY OF Hennepin )

Signed and sworn to before me on this 21<sup>st</sup> day of March, 2017,  
by Dennis Martenson, President Secretary of Medina Ridge Condominium  
Association, Inc.

*S*  
Notary Public

This instrument drafted by:

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

File #21696.0001

