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Office of County Recorder/Registrar
RICE COUNTY, MN

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Judy Van Erp, Recorder

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

The Valley Pond Townhome Association (the "Association") makes this Third Amendment effective as of the 4th day of May, 2016. 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").

D

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

WHEREAS, the Second Amendment mistakenly referenced only some, but not all, of the Lots in the Association and therefore did not subject all of the Lots to its terms; and

WHEREAS, the purpose of this Third Amendment is to restate the terms of the Second Amendment and subject all of the Lots in the Association to such terms; 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

Article XIV, Section 1 is hereby deleted in its entirety and replaced with the following:

Section 1. All Living Units shall be used, improved and devoted exclusively to residential use by a Single Family. For purposes of this Section, a “Single Family” shall mean a family unit of persons who are all related by blood, marriage, adoption, or are considered to be foster parents and/or children or one or more disabled adults or children and their caregivers under a bona fide placement arrangement by a licensed placement agency. A Single Family shall also mean and include two (but not more than two) unrelated persons who are lawfully cohabiting a single Living Unit. In the event that the family unit does not consist of persons who are all related by blood, marriage or adoption, then the burden of proof shall be upon the Living Unit owner to prove to the satisfaction of the Board of Directors of the Association that the persons residing or intending to reside in the Living Unit will have the nature and permanency of a relationship to each other that will justify such persons to be deemed by the Board of the Association to constitute a Single Family within the meaning of this Section. No gainful occupation, profession, trade or other nonresidential use shall be conducted on or in any Living Unit, but a Living Unit owner may maintain his own personal professional library, personal business or professional records or accounts in his Living Unit, or handle his personal business calls or correspondence from his Living Unit. No Living Unit or part thereof may be leased or rented to any person or persons except under the following circumstances:

1. Under a valid house sitting arrangement not to exceed six (6) months in duration where the Living Unit owner intends to reoccupy the Living Unit as such Living Unit owner’s permanent or seasonal residence immediately after such terms;


2. Under a valid lease arrangement not to exceed one (1) year in duration where the Living Unit owner will be absent as a result of a valid sabbatical or leave from employment in connection with such Living Unit owner's occupation or profession. In addition, it must be the intent of the Living Unit owner to reoccupy the Living Unit as such owner's permanent residence at the end of the term of such sabbatical or leave. The Living Unit owner shall have the burden of proving to the satisfaction of the Board of Directors of the Association that such Living Unit owner has met the conditions of this exception and shall have obtained written approval from the Board of Directors before any lease or rental of the Living Unit shall be permitted; or
3. Special circumstances exist which would cause an undue hardship to the Living Unit owner or such Living Unit owner's family if the Living Unit could not be rented. For purposes of this paragraph "special circumstances" shall mean by way of illustration, death of the Living Unit owner; or a medical condition that required the Living Unit owner to vacate the Living Unit; or a call up to active duty of a person serving in the National Guard; or any similar special circumstances. The burden of proof shall on the Living Unit owner or the Living Unit owner's legal representative to prove to the satisfaction of the Board of Directors of the Association that special circumstances exist, within the meaning of this subparagraph to allow the Living Unit owner to lease the Living Unit. No lease of the Living Unit shall be permitted without prior written approval of the Board of Directors of the Association and in no event, shall a lease be for a term of more than one (1) year including any extensions or renewals thereof.

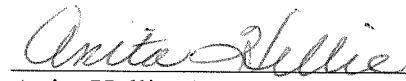
All other terms and conditions of the Declaration shall remain in full force and effect.

(signature page follows)

Adopted: 5/9/16

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:

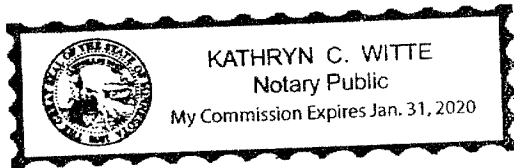
1. That I am the duly acting Secretary of the Valley Pond Townhome Association, a non-profit corporation under Chapter 317A of the laws of the State of Minnesota.
2. That I make this Affidavit in accordance with Minnesota Statutes section 515B.1-116(d).
3. That the attached Third Amendment to Declaration 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 Third 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 C. 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