

Doc. No. A 1031310

OFFICE OF THE COUNTY RECORDER
WRIGHT COUNTY, MINNESOTA

Certified Filed and/or Recorded on
10-31-2006 at 12:45

Check #: 21581 Fee: \$ 46.00

Payment Code 02

Addl. Fee

Larry A. Unger, County Recorder

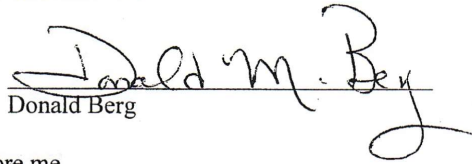
**AFFIDAVIT REGARDING SECOND AMENDMENT TO DECLARATION OF
CEDAR CREEK SOUTH SIXTH ADDITION,
COMMON INTEREST COMMUNITY NO. 41**

STATE OF MINNESOTA)
) ss.
COUNTY OF WRIGHT)

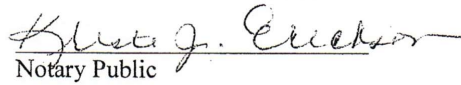
The undersigned, being first duly sworn and alleges as follows:

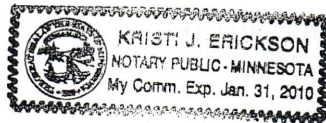
1. I am the duly elected president of Cedar Creek South Sixth Addition Home Owners Association, Inc., a Minnesota non-profit corporation.
2. That at the meeting of the members of the Cedar Creek South Sixth Addition Home Owners Association, on October 17, 2006, more than 67% of the Unit Owners of Cedar Creek South Sixth Addition, approved the attached Second Amendment to Declaration of Cedar Creek South Sixth Addition.
3. That attached hereto is the true and correct original Second Amendment to Declaration of Cedar Creek South Sixth Addition, that was approved by more than 67% of the Unit Owners of Cedar Creek South Sixth Addition.
4. That the Association has not received any notices from any First Mortgagee pursuant to Sections 19.01 and 19.02 of the Declaration, so that no First Mortgagee was entitled to notice of this Second Amendment to Declaration.

FURTHER AFFIANT SAITH NOT.


Donald Berg

Subscribed and sworn to before me
this 30th day of October, 2006.


Notary Public



RETURN TO:

Drafted by:

Johnson, Larson, Peterson & Matt, P.A.
900 Commercial Drive
Buffalo, MN 55313

**COMMON INTEREST COMMUNITY NUMBER 41 PLANNED COMMUNITY
CEDAR CREEK SOUTH SIXTH ADDITION
SECOND AMENDMENT TO DECLARATION**

This Second Amendment is made this 17th day of October, 2006 by the undersigned, being more than 67% of the total allocated votes in Cedar Creek South Sixth Addition.

WHEREAS, Cedar Creek South 6th Addition is governed by a Declaration dated December 6, 2000 and recorded May 30, 2001 as Document No. 743182 in the office of the County Recorder for Wright County, Minnesota (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration was amended by a First Amendment to Declaration dated December 15, 2001 and recorded December 20, 2001 as Document No. 769758 in the office of the County Recorder for Wright County, Minnesota (hereinafter referred to as the "First Amendment to Declaration"); and

WHEREAS, the Declaration and First Amendment to Declaration govern the use of property located in Wright County, Minnesota legally described as follows:

Lots 1-21, inclusive, Block 2, Cedar Creek South Sixth Addition

AND:

Lots 1-25, inclusive, Block 1, and Outlot A, Cedar Creek South Seventh Addition

WHEREAS, the undersigned desire to amend the Declaration and First Amendment to Declaration pursuant to Section 21 of the Declaration;

NOW THEREFORE, the Declaration and First Amendment to Declaration of Cedar Creek South Sixth Addition is hereby amended as follows:

1. Section 10.04 regarding Maintenance Assessments appears twice in the Declaration. The duplicate Section 10.04 that appears on page 8 and continues onto the top of page 9, contains erroneous language and is hereby deleted.

2. Section 10.06 of the Declaration is hereby amended to read as follows:

10.06 Commencement of Annual Assessments. By February 1st of each year the Board shall fix the amount of Annual Assessments against each Unit for the following fiscal year and shall send written notice thereof to each Owner. The due date for payment of Annual Assessments shall be as set by the Board. Owners shall be given the option to pay the Annual Assessment in a lump sum, or in twelve (12) equal monthly payments according to payment due dates as set by the Board. At the time the Board fixes the amount of Annual Assessments, it shall adopt a Budget for the following fiscal year and attach a copy of such Budget, in reasonable detail, to be furnished to each Owner.

3. Section 13.01 of the Declaration is hereby amended to read as follows:

13.01 The Exteriors. In order to preserve the uniform and high standard of appearance of the Property, the Association shall be responsible for the maintenance and repair of the Common Elements; and the Owner of each Unit shall be responsible for the maintenance and repair of the exterior of their individual Dwelling Unit, which responsibility shall include, but not be limited to, the following: the maintenance and repair of exterior surfaces of the Unit, including, without limitation, the painting of same as often as necessary, the replacement of trim and caulking, roofs, gutters, downspouts, overhangs, painting and decorating of the exterior surface of exterior doors and exterior window sashes. The Association shall not be responsible for washing windows or for maintenance, repair and replacement of patios, decks and air conditioning equipment. All maintenance and repair of the individual Dwellings shall be the sole obligation and expense of the individual Owner. In the event that any Unit Owner fails to undertake the maintenance and repair of their Unit as required by this section, the Association shall undertake such maintenance or repair after giving the Unit Owner written notice of the Association's intent to undertake the required maintenance or repair, in the event that the Unit Owner fails to do so within thirty (30) days after delivery of the written notice by the Association to the Unit Owner. The cost of any maintenance or repair performed on a Unit by the Association shall be assessed against the Unit pursuant to Article 9 of this Declaration.

4. Section 14.02 is hereby amended to read as follows:

14.02 Heating of Dwellings. For the purpose of preventing damage to and breakage of water, sewer and other utility lines and pipes in a Dwelling which might result in damage to the adjoining Dwelling all Owners or Occupants shall maintain the temperature in their Dwellings, at all times, at least at 55 degrees

Fahrenheit (or such other reasonable temperature or standard as the Board of Directors may from time to time specify by written rule), subject, however, to the inability to maintain such temperature due to causes beyond the Owner's or Occupant's reasonable control. Any damage resulting from the refusal or failure of an Owner or Occupant so to maintain such minimum temperature may be repaired by the Association and the cost thereof assessed against the Unit of the refusing or failing Owner. Nothing contained herein shall be construed to impose an obligation on the Association to undertake any such repairs. The Association may be rule require Dwellings which are unoccupied for substantial periods of time during winter to use alarms which will detect abnormally low temperatures.

5. Section 15.01 is hereby amended to read as follows:

15.01 Association's Policies. Section 515B.3-113 of the Act requires the Association to maintain casualty insurance coverage on the Common Elements. The same section also requires general liability coverage, authorizes the Association to carry any other insurance it considers appropriate, specifies minimum notice from an insurer prior to cancellation, specifies other provisions for such insurance, requires the Association or an insurance trustee to adjust all losses, and describes the Association's duty with respect to repair or rebuilding after casualty to Common Elements. The provisions of the Act described in this paragraph may not be varied or waived, but are hereby supplemented, as follows:

- a. The Association shall carry worker's compensation insurance whenever it has eligible employees.
- b. The Association may carry fidelity insurance and shall do so whenever required by a holder, insurer or guarantor of a mortgage.
- c. The Association may enter into binding agreements with one or more holders, insurers or guarantors of mortgage obligating the Association to keep specified coverage in effect for specified periods and to notify a holder, insurer or guarantor of any changes to coverage.


6. Section 15.02 is hereby amended to read as follows:

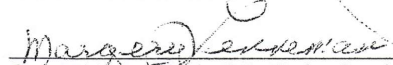
15.02 Owners' Individual Policies. Each Owner shall carry insurance against casualty loss by fire, lightening, wind and other risks customarily covered by standard extended coverage in an amount not less than the full insurable replacement cost of the Unit; and each Unit Owner is encouraged to obtain insurance for his or her own *benefit insuring the Owner's* personal liability, and floor coverings, wallcoverings, fixtures, furniture, furnishings, and other personal property, and fixtures. Each Unit Owner shall furnish proof of such casualty insurance to the Association annually. In the event that any Owner fails to obtain and keep the required casualty insurance, the Association is empowered to obtain such insurance upon the uninsured Unit and the cost of such insurance shall be assessed against that Unit.

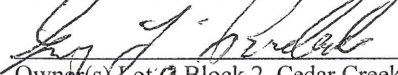
RECORDER'S MEMORANDUM:
All blockouts, additions and
changes were present at the
time instrument was recorded

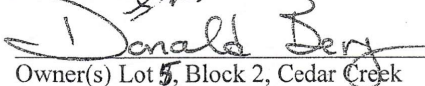
7. Except as amended herein, all other terms and conditions of the Declaration and First Amendment to Declaration should remain in full force and effect.


IN WITNESS WHEREOF, we have set our hands hereunto this 17th day of
October, 2006.

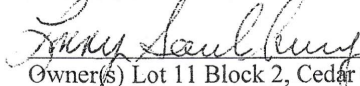

Owner(s) Lot 1, Block 2, Cedar Creek
South Sixth Addition


Owner(s) Lot 3, Block 2, Cedar Creek
South Sixth Addition



Owner(s) Lot 4, Block 2, Cedar Creek
South Sixth Addition



Owner(s) Lot 5, Block 2, Cedar Creek
South Sixth Addition



Owner(s) Lot 7, Block 2, Cedar Creek
South Sixth Addition

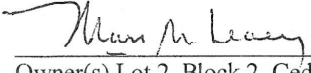

Owner(s) Lot 11, Block 2, Cedar Creek
South Sixth Addition

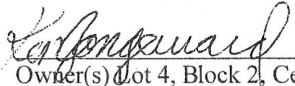
Owner(s) Lot 13, Block 2, Cedar Creek
South Sixth Addition

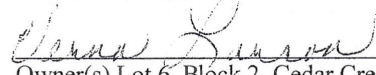

Owner(s) Lot 15, Block 2, Cedar Creek
South Sixth Addition

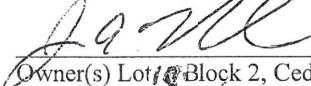

Owner(s) Lot 17, Block 2, Cedar Creek
South Sixth Addition


Owner(s) Lot 19, Block 2, Cedar Creek
South Sixth Addition


Owner(s) Lot 2, Block 2, Cedar Creek
South Sixth Addition

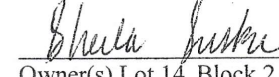

Owner(s) Lot 4, Block 2, Cedar Creek
South Sixth Addition



Owner(s) Lot 6, Block 2, Cedar Creek
South Sixth Addition

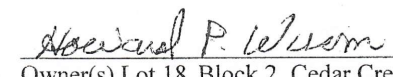

Owner(s) Lot 10, Block 2, Cedar Creek
South Sixth Addition

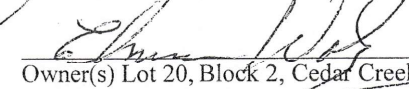

Owner(s) Lot 12, Block 2, Cedar Creek
South Sixth Addition

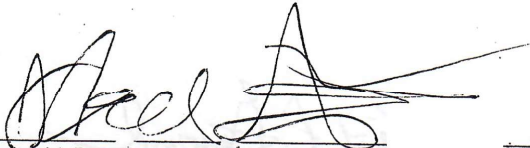
Owner(s) Lot 12, Block 2, Cedar Creek
South Sixth Addition

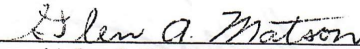

Owner(s) Lot 14, Block 2, Cedar Creek
South Sixth Addition

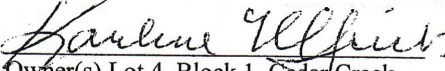

Owner(s) Lot 16, Block 2, Cedar Creek
South Sixth Addition


Owner(s) Lot 18, Block 2, Cedar Creek
South Sixth Addition


Owner(s) Lot 20, Block 2, Cedar Creek
South Sixth Addition



Owner(s) Lot 1, Block 1, Cedar Creek
South Sixth Addition

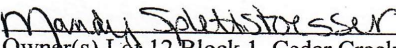

Owner(s) Lot 2, Block 1, Cedar Creek 10451
South Seventh Addition

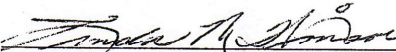

Owner(s) Lot 4, Block 1, Cedar Creek 10465
South Seventh Addition


Owner(s) Lot 6, Block 1, Cedar Creek
South Seventh Addition

Owner(s) Lot 8, Block 1, Cedar Creek
South Seventh Addition

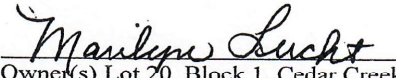

Owner(s) Lot 10, Block 1, Cedar Creek
South Seventh Addition


Owner(s) Lot 12, Block 1, Cedar Creek
South Seventh Addition


Owner(s) Lot 14, Block 1, Cedar Creek
South Seventh Addition


Owner(s) Lot 16, Block 1, Cedar Creek
South Seventh Addition

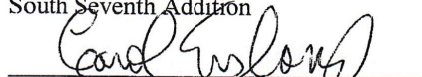
Owner(s) Lot 18, Block 1, Cedar Creek
South Seventh Addition


Owner(s) Lot 20, Block 1, Cedar Creek
South Seventh Addition


Owner(s) Lot 11, Block 1, Cedar Creek
South Seventh Addition


Owner(s) Lot 3, Block 1, Cedar Creek
South Seventh Addition

Owner(s) Lot 5, Block 1, Cedar Creek
South Seventh Addition


Owner(s) Lot 7, Block 1, Cedar Creek
South Seventh Addition

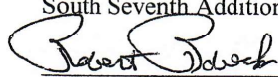
Owner(s) Lot 9, Block 1, Cedar Creek
South Seventh Addition

Owner(s) Lot 11, Block 1, Cedar Creek
South Seventh Addition


Owner(s) Lot 13, Block 1, Cedar Creek
South Seventh Addition

Owner(s) Lot 15, Block 1, Cedar Creek
South Seventh Addition

Owner(s) Lot 17, Block 1, Cedar Creek
South Seventh Addition


Owner(s) Lot 19, Block 1, Cedar Creek
South Seventh Addition

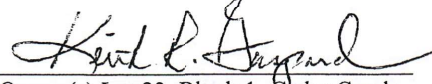
Owner(s) Lot 21, Block 1, Cedar Creek
South Seventh Addition



Owner(s) Lot 22, Block 1, Cedar Creek
South Seventh Addition



Owner(s) Lot 24, Block 1, Cedar Creek
South Seventh Addition



Owner(s) Lot 23, Block 1, Cedar Creek
South Seventh Addition



Owner(s) Lot 25, Block 1, Cedar Creek
South Seventh Addition