

Note to CCHA homeowners regarding COMMON INTEREST COMMUNITY NUMBER 41
PLANNED COMMUNITY, CEDAR CREEK SOUTH SIXTH ADDITION DECLARATIONS.

Attached you'll find your copy of the third amendment to above named legal documents as approved by at least 67% of CCHA homeowners and filed with Wright County, Minnesota. When property is sold it is the responsibility of the current owner to pass these documents on to the new owner. 12/10/10

AFFIDAVIT REGARDING THIRD 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:

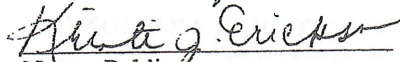
1. I am the duly elected president of Cedar Creek South Sixth Addition Home Owners Association, Inc., a Minnesota non-profit corporation.
2. That at the meeting of the members of the Cedar Creek South Sixth Addition Home Owners Association, on December 8, 2009, more than 67% of the Unit Owners of Cedar Creek South Sixth Addition, approved the attached Third Amendment to Declaration of Cedar Creek South Sixth Addition.
3. That attached hereto is the true and correct original Third 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 Third Amendment to Declaration.

FURTHER AFFIANT SAITH NOT.

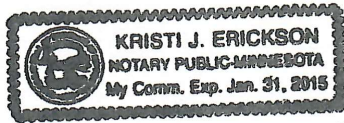


Gary Richards

Subscribed and sworn to before me
this 4th day of June, 2010.



Notary Public



Doc. No. A 1149314

OFFICE OF THE COUNTY RECORDER
WRIGHT COUNTY, MINNESOTA

Certified Filed and/or Recorded on
06-08-2010 at 04:00

Check #: 26731 Fee: \$ 46.00

Payment Code 02

Addl. Fee

Larry A. Unger, County Recorder

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

This Third Amendment is made this 4th day of June, 2010 after approval hereof by 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 was further amended by a Second Amendment to Declaration dated October 17, 2006 and recorded October 31, 2006 in the office of the County Recorder for Wright County, Minnesota (hereinafter referred to as the "Second Amendment to Declaration"); and

WHEREAS, the Declaration, First Amendment, and Second 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, First Amendment, and Second Amendment to Declaration of Cedar Creek South Sixth Addition are hereby amended as follows:

1. Section 16.01 of the Declaration is hereby amended to read as follows:

16.01 Architectural Control Committee Authority. No residential or other building, and no fence, wall, patio, garage, outbuilding or other structure, nor any wire, pipe, cesspool, septic tank, well, path, walkway, tree, hedge, driveway, aerial, antenna, or exterior ornament of any kind, nor any addition, or redecorating of the exterior, shall be made, erected, altered, placed or permitted to remain on any portion of the Property unless and until detailed plans and specifications and proposals, including plans which show the external design, the colors and color scheme, the decoration, the construction, and the materials to be used in construction, the dimensions, and the location and approximate cost of the same shall have been submitted to and approved in writing by an Architectural Control Committee (hereinafter described) as to harmony of the external design and location in relation to surrounding buildings in the subdivision and as to general appearance and quality. It is then the responsibility of the Architectural Committee to review the owners request with the board of directors at the next scheduled board meeting as to the detailed plan and their recommendation of approval or disapproval. The board will then act on the request and publish their decision in the board minutes. The board President may call a special board meeting if the plan is time or project sensitive (storm damage, season of year, etc.). The Board of Directors, on request, will issue a certificate as to the state of compliance or non compliance of a particular Unit, and any such certificate will be binding as to third parties. Any deviation from said plans and specifications, as approved, which, in the judgment of the said committee is a substantial change or detriment to the appearance of the structure or of the surrounding area shall be corrected to conform to the plans and specifications as submitted.

3. Section 16.06 is hereby amended to read as follows:

16.06 Removal and Abatement. The Board shall have the right to order an Owner to remove or alter any structure on any unit erected in violation of the terms of this Declaration, and to employ appropriate judicial proceedings to compel the alternative or demolition of any nonconforming construction or other violation; or to take whatever steps are deemed necessary to cure such violation. Any cost incurred by the Board shall be levied as a Maintenance Assessment as provided in Section 10.04 above.

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

IN WITNESS WHEREOF, this Third Amendment has been signed this 4th day of June, 2010.

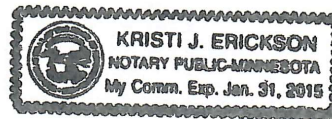
CEDAR CREEK SOUTH SIXTH ADDITION
HOMEOWNERS ASSOCIATION, INC.

By: Gary Richards
Gary Richards
Its: President

STATE OF MINNESOTA)
) SS
COUNTY OF WRIGHT)

Subscribed and sworn to before me this 4th day of June, 2010 by Gary Richards, President of Cedar Creek South Sixth Addition Homeowners Association, Inc., a Minnesota non-profit corporation, on behalf of the corporation.

Kristi J. Erickson
Notary Public



Drafted By: **RETURN TO:**
Johnson, Larson, Peterson & Matt, P.A.
908 Commercial Drive
Buffalo, MN 55313
(763) 682-4550