

**AMENDMENT TO THE
SECOND AMENDED AND RESTATED DECLARATION
WESTON WOODS ON THE RIVER
(A Planned Community)**

Common Interest Community No. 206

Weston Woods on the River Association
Dated: March 28, 2017; Document No. 2166514.001
Anoka County, Minnesota

Legal Description: See Exhibit A.

This Amendment to the Second Amended and Restated Declaration of Weston Woods on the River is made this 23rd day of November, 2022, by Weston Woods on the River Association, a Minnesota non-profit corporation (hereinafter referred to as "Association").

WHEREAS, the Second Amended and Restated Declaration of Weston Woods on the River, dated March 28, 2017, was filed in the Office of County Recorder for Anoka County on March 28, 2017, as Document No. 2166514.001 (hereinafter referred to as the "Declaration"); and

WHEREAS, there have been no prior amendments to the Declaration; and

WHEREAS, the Association wishes to amend certain sections of the Declaration pursuant to Section 15;

NOW, THEREFORE, the Association hereby declares:

1. Section 7.5 is hereby amended to read as follows:

7.5 Leasing. Leasing of Units shall be allowed, subject to reasonable regulation by the Association, and subject to the following conditions: (i) no Unit shall be leased before it has been occupied by the Owner as his/her primary residence continuously for the previous two year period (Owners who have occupied their Unit less than two years may apply to the Board of Directors for a waiver of this requirement to relieve personal or financial hardship), (ii) no Unit shall be leased for transient or hotel purposes (any occupancy which includes services customarily

furnished to hotel guests, or such occupancy is for a period of less than thirty days, shall be presumed to be for hotel purposes), (iii) except for a first mortgagee holding title to a Unit following a mortgage foreclosure or taking a deed in lieu of a mortgage foreclosure, no Unit may be leased for a term of less than six consecutive months unless approved in advance by the Board, (iv) no Unit may be subleased, (v) a Unit must be leased in its entirety (not by room), (vi) all leases shall be in writing, (vii) all leases shall provide that they are subject to the Governing Documents, the Rules and Regulations, and the Act, and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. Any lease of a Unit (except for occupancy by guests with the consent of the Owner) for a period of less than thirty days, or any occupancy which includes services customarily furnished to hotel guests, shall be presumed to be for transient purposes, and (viii) no Owner or Occupant shall advertise a Unit for use, lease, or occupancy through or with, and no Owner or Occupant shall allow the use, lease, or occupancy of a Unit through or with, any vacation-type rental (or social use) programs or services such as Airbnb or VRBO®. A copy of the lease shall promptly be delivered to the Association after it is fully signed. The Association may impose such reasonable Rules and Regulations as may be necessary to implement procedures for the leasing of Units and for governing and restricting, house sitting and for governing, restricting, or prohibiting other occupancy situations that are not traditionally considered to be leasing situations. Any violation of the Governing Documents, the Rules, and Regulations, the Act, or any such laws, Rules and Regulations, and ordinances, by any Person occupying or visiting a Unit (whether or not pursuant to a lease) shall be deemed to be a violation by the Owner of that Unit. Any resulting fines or other penalties imposed by the Association upon that Owner shall be the personal responsibility to the Association of that Owner, shall be assessed against the relevant Unit owned by that Owner, and shall be a lien in favor of the Association and against each such Unit. Such lien may be enforced by the Association in the same manner as any other lien set forth in the Governing Documents or the Act.

2. Except as amended or modified hereby, the Declaration remains in full force and effect.
3. In compliance with Section 15 of the Declaration, this Amendment was approved or consented to by the Owners of Units to which are allocated at least seventy-five percent (75%) of the votes in the Association. There are no Eligible Mortgagees.

**COMMON INTEREST COMMUNITY NO. 206
Planned Community**

WESTON WOODS ON THE RIVER

**EXHIBIT A TO AMENDMENT TO THE SECOND AMENDED AND RESTATED
DECLARATION**

LEGAL DESCRIPTION OF THE PROPERTY

The Property is legally described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, Block 1, Weston Woods on the River; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27, Block 1, and Lots 1, 2, 3, 4, 5, and 6, Block 2, Weston Woods on the River 2nd Addition; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, Block 1, Weston Woods on the River 3rd Addition; and Outlot A, The River Runs By It; all in Anoka County, Minnesota.