

SECOND AMENDMENT TO  
DECLARATION FOR CONDOMINIUM NO. 260,  
THE CROSSINGS, A CONDOMINIUM

The Crossings Condominium Association, pursuant to a vote of unit owners to which sixty-seven percent (67%) of the votes in the Association are allocated, and sixty-seven percent (67%) of the votes of first mortgagees of the units (each mortgagee having one vote per unit financed) hereby amends the Declaration for Condominium No. 260, The Crossings, a Condominium, dated September 17, 1981, and filed in the office of the Registrar of Titles, Hennepin County, Minnesota, on October 2, 1981, as Doc. No. 1442412, as amended by Amendment To Declaration for Condominium No. 260, The Crossings, a Condominium, dated October 19, 1982, and filed in the office of said Registrar of Title as Doc. No. 1487789 as follows:

Article XVII of the Declaration is amended to read as follows:

Insurance. The Association shall maintain the insurance required by Section 515A.3-112 of the Act and as required by the Declaration of Easements. The comprehensive general liability insurance shall be of the amount and type that will preclude unit owner tort liability arising out of ownership of the common elements as contemplated in paragraph 515A.3-111(b) of the Act. The premiums are a common expense.

The Association insurance policy must cover all of the units and the general and limited common elements that are normally included in the coverage. These include fixtures, building service equipment, and common personal property and supplies belonging to the Association. The policy must also cover fixtures, equipment and other personal property inside units if they will be financed by a mortgage to be purchased by Fannie May, whether or not the property is part of the common elements. The insurance should cover 100% of the current replacement cost of the foregoing. Coverage does not need to include land, foundations, excavations, or other items that are usually excluded from insurance coverage. The deductible amount for the policy is the lesser of \$10,000 or one percent of the policy face amount. Funds to cover these deductible amounts should be included in the Association's operating reserve account. The policies shall include the following special endorsements:

Agreed Amount and Inflation Guard Endorsement, when it can be obtained; Construction code endorsement, if there is a construction code provision which would become operative and require changes to undamaged portions of the buildings even when only a part of the project is destroyed by an insured hazard; and Steam Boiler and Machinery Coverage Endorsement which provides the insurers minimum liability per accident at least equal to the

lesser of \$2,000,000 or the insurable value of the buildings housing the boiler or machinery.

The policy shall provide that any Insurance Trust Agreement will be recognized, the right of subrogation against unit owners will be waived; the insurance will not be prejudiced by any acts or omissions of individual unit owners that are not under control of the Association; and the policy will be primary, even if a unit owner has other insurance that covers the same loss.

The insurance policies shall show the following as the named insured: "Association of Owners of The Crossings, Condominium No. 260, Hennepin County, Minnesota for the use and benefit of individual owners". The loss payable clause shall show the Association or the insurance trustee as trustee for each unit owner and the holder of each unit's mortgage. The policy must contain the standard mortgage clause and must name as mortgagee either Fannie Mae or the servicers for the mortgages held by Fannie Mae on units in the condominium. When a servicer is named as the mortgagee, its name shall be followed by the phrase "its successors and assigns".

The Association must maintain a comprehensive general liability insurance policy covering all common elements, public ways and any other areas under its supervision. Policies shall provide coverage of at least \$1,000,000 for bodily injury and property damage for any single occurrence. The liability insurance shall provide coverage for bodily injury and property damage that results from the operation, maintenance or use of the common elements, and any legal liability that results from lawsuits related to employment contracts in which the Association is a party. If the policy does not include "severability of interests" in its terms, a specific endorsement should be attached to the policy to preclude the insurer's denial of a unit owner's claim because of negligence acts of the Association or other unit owners. The policy must provide for at least 30 days written notice to the Association before the insurer can cancel or substantially modify the policy. A similar notice must be given to each holder of a first mortgage on a unit in the Condominium.

In addition and supplement to the foregoing, and not in limitation thereof, the board of directors of the Association shall have the authority at all times without action by the owners to obtain and maintain in force all coverages and endorsements (including fidelity coverage) required by either Federal National Mortgage Association or Federal Home Loan Mortgage Corporation for the acceptance of mortgages on units as such requirements are amended from time to time and to authorize officers of the Association on behalf of the Association to execute and enter into binding written agreements with a first mortgagee or servicer of a first mortgage obligating the

association to keep specified coverages in effect for a specified period of time or until the occurrence of some of event.

The Declaration is further amended by adding the following Article XXI:

XXI

FHLMC and FNMA Provisions. The following provisions shall take precedence over all other provisions of this Declaration and the Bylaws of The Crossings Condominium Association, and in the event of inconsistency or contradiction, the following provisions shall control:

A. The prior written approval of 67% of the total allocated votes of the unit owners and approval from eligible mortgage holders (those holders of a first mortgage on a unit who have requested the Association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holder) representing at least 51% of the votes of units that are subject to mortgages held by eligible holders will be required for the following: (a) the abandonment or termination or seeking thereof, of the Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of taking by condemnation or eminent domain; (b) any material amendment to the Declaration or to the Bylaws of The Crossings Condominium Association (Association or Owners Association) including but not limited to: (i) any amendment which would change the pro rata voting rights or interests of any individual unit or obligations of any individual unit for the purposes of: (a) levying assessments, assessment liens or a subordination of assessment liens or charges or allocating distributions of hazard insurance or condemnation awards, or (b) determining the pro rata share of ownership of each condominium unit in the common elements; (ii) change the reserves for maintenance repair and replacement of common elements; (iii) change responsibility for maintenance and repairs, (iv) reallocation of limited common elements or the rights to their use; (v) change boundaries or any units; (vi) convertability of units into common elements or visa versa; (vii) expansion or contraction of the condominium or the addition, annexation or withdrawal of property to or from the project; (viii) change insurance or fidelity bonds; (ix) change leasing of units; (x) imposition of any restrictions on a unit owners' right to sell or transfer his or her unit; (xi) a decision by the Owners Association to establish self management when professional management has been required previously by an eligible mortgage holder; (xii) restoration or repair of the project after hazard damage or partial condemnation in a manner other than specified in the documents; (xiii) any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or (xiv) any provisions that express the benefit mortgage holders, insurers, or guarantors.

If the unit owners are considering termination of the legal status of the condominium for reasons other than substantial destruction or condemnation of the property, the eligible mortgage holders representing at least 67% of the votes of the mortgaged units must agree.

If an addition or amendment is not considered as a material change, such as the correction of technical error or clarification of a statement, implied approval may be assumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty days after the proposal is made.

A holder, insurer or guarantor of a first mortgage upon written request to the Owners Association will be entitled to timely written notice of:

1. any proposed amendment of the condominium instruments affecting a change in the boundaries of any unit or the exclusive easement rights appertaining thereto, the interests in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto, the number of votes in the Owners Association appertaining to any unit or the purposes to which any unit or the common elements are restricted;

2. any proposed termination of the condominium regime;

3. any condemnation loss or any casualty loss which affects a material portion of the condominium or which affects any unit on which there is a first mortgage held insured or guaranteed;

4. any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such holder, insurer or guarantor where such delinquency is continued for a period of thirty (30) days;

5. any lapse, cancellation or material modification of any insurance policy maintained by the Owners Association.

B. Any lien which the Owners Association may have on any unit in the Project for the payment of common expense assessment attributable to such unit will be subordinate to the lien of any first mortgage on the unit recorded prior to the date any such common expense assessment becomes due.

Each assessment together with costs and attorneys fees shall be the personal obligation of the person who was the owner of a unit at the time the assessment became payable. Such personal obligation does not pass to successors in title or interest unless assumed by them.

The lien for an assessment is not affected by the sale or transfer of a unit unless a foreclosure of a first mortgage is involved.

C. A holder, insurer or guarantor of a first mortgage on a unit in the Project will, upon request, be entitled to:

- (a) inspect the books and records of the Project during normal business hours;
- (b) receive without charge an annual audited financial statement of the Project within 90 days following the end of any fiscal year of the Project;
- (c) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings and eligible mortgage holders also have the right to join in the decision making about certain amendments to the condominium documents;
- (d) inspect current copies of the Declaration, Bylaws and Rules and Regulations; and
- (e) timely written notice of:
  - (i) any condemnation, loss or any casualty loss which affects either a material portion of the Project or any unit on which there is a first mortgage held insured or guaranteed by such mortgage holder or insurer or guarantor, as applicable;
  - (ii) any delinquency in the payment of assessments or charges owed or any other default in the performance of any obligation under the Declaration, Bylaws, or Articles of Incorporation, by an owner of a unit subject to a first mortgage held, insured, or guaranteed by such holder or insurer or guarantor which remains uncured for a period of 60 days;
  - (iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by this Association; and
  - (iv) any proposed action which would require the consent of a specified percentage of mortgage holders as specified herein.

The Association shall furnish such notices and statements and make such information available upon written request to the Association stating both its name and address and the unit number or the address of the unit it has a mortgage on.

D. In the event of substantial damage to or destruction of any unit or any part of the common elements, the holder of any first mortgage on a unit will be entitled to timely written notice from the Owners Association of any such damage or destruction and no provision of any document establishing the Project entitles the owner of a unit or other party to priority over such holder with respect to the distribution to such unit of any insurance proceeds.

Any restoration or repair of the condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and original plans and specifications unless the approval of holders of first mortgages, guarantors thereof and insurers thereof on units to which at least fifty-one percent (51%) of the votes of units subject to mortgages held by such parties are allocated is obtained.

E. No provision of this Declaration or of the Bylaws shall be deemed to give a unit owner or any other party priority over

any rights of first mortgagees of units or their successors in interest pursuant to their mortgages in case of distribution to the unit owners of insurance proceeds or condemnation awards or settlements for losses or a taking of units and/or common elements. In the event of a substantial damage to or destruction of any unit or any part of the common elements, the holder of any first mortgage on the unit shall be entitled to timely written notice of any such damage or destruction. If any unit or a portion thereof, or the common elements or any portion thereof, is made the subject of any condemnation or eminent domain proceeding or otherwise as sought to be acquired by condemning authority, then the holder of any first mortgage on a unit will be entitled to a timely written notice of such proceeding or proposed acquisition.

F. If any unit or portion thereof or the common elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then a holder of any first mortgage on a unit shall be given timely written notice by the Owners Association of any such proceeding or proposed acquisition and no provision of any document establishing the Project entitles the owner of a unit or any other party to priority over such holder with respect to the distribution to such owner of the proceeds of any award or settlement.

The unit owners appoint the Owners Association as their attorney-in-fact to represent them in condemnation proceedings or negotiations, settlements and agreements with the condemning authority where there is acquisition of the common elements or part thereof by the condemning authority.

G. In the event any portion of the common elements encroaches upon any unit or any unit encroaches upon the common elements, as a result of the construction, reconstruction, repair, shifting, settlement or any movement of any portion of the Project, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

H. The right of a unit owner to sell, transfer, or otherwise convey the owner's unit will not be subject to any right of first refusal or any similar restriction.

I. With the exception of a lender in possession of a condominium unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no unit owner shall be permitted to lease his unit for transient or hotel purposes. No unit owner may lease less than the entire unit. All leases must have initial term of not less than thirty (30) days. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, the Bylaws and Rules and Regulations, and that any failure by the lessee to

comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing. Other than the foregoing, there is no restriction on the right of any unit owner to lease his unit.

J. The failure of any unit owner to comply with the provisions of the Declaration, Bylaws and any Articles of Incorporation will give rise to a cause of action by the Owners Association and any aggrieved unit owner for the recovery of damages, or for injunctive relief, or both. Unit owners shall have similar rights against the Owners Association.

K. Each holder of a first mortgage lien on a unit who comes into possession of the unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the unit free of any claims for unpaid assessments and charges against the unit which accrue prior to the time such holder comes into possession of the unit, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Project units including the mortgaged unit; and

Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which accrued prior to the acquisition of title to such unit by the mortgagee.

L. Control of the Owners Association will become vested in the Purchasers of the units within not more than 60 days after the conveyance of 75% of the units to unit owners other than the Declarant.

M. The Owners Association will have a reasonable right of entry upon the unit premises and limited common elements to effect emergency or other necessary repairs which the unit owner has failed to perform, or make improvements, replacement or maintenance deemed necessary by the Owners Association. The Association shall be responsible for damages resulting from the exercise of the rights set forth in this paragraph M.

N. Any management agreement for the Project will be terminable by the Owners Association for cause upon 30 days' written notice thereof, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one year periods.

O. An adequate reserve fund for replacement, repairs and maintenance of common element components must be established, which must be funded by monthly payments rather than by special assessments. In addition, there must be a working capital fund for the initial months of operations of the project equal to at least two months' estimated common-element charge for each unit,

which shall be collected and transferred to the Owners Association at the time of closing of the sale of each unit and maintained in a segregated account for the use and benefit of the Association. These funds are not to be considered as advance payments of regular assessments.

P. The unit shall not be subject to any unreasonable restraints on alienation which would adversely affect the title or marketability of the unit, or the ability of the mortgage holder to foreclose its first mortgage lien and thereafter to sell or lease the mortgaged unit.

Q. Fidelity bond coverage and additional bond coverage required by Federal National Mortgage Association or Federal Home Loan Mortgage Corporation must be required for any person or entity handling or responsible for funds of the Association, whether or not he or she receives compensation for services, including, but not limited to, employees of the professional managers. The Bond should name the Association as "Obligee" and the premium should be paid as a common expense by the Association.

The management agent that handles funds for the Association should be covered by its own fidelity bond, which must provide the same coverage required of the Association. The Association should be named as an additional Obligee in the management agent's bond.

The fidelity bond should cover the maximum funds that will be in the custody of the Owners Association or its management agent at any time while the bond is in force. In addition, the fidelity bond coverage must be at least equal to the sum of three months' assessments on all units in the Condominium plus the Association's reserve funds. The bonds must include a provision that calls for ten days' written notice to the Owners Association or Insurance Trustee before the bond can be cancelled or substantially modified for any reason. The same notice must be given to each servicer that services a Fannie Mae-owned mortgage in the Condominium.

R. No right of first refusal or unreasonable restraint on the alienation contained in this Declaration or Bylaws of the Owners Association shall impair the rights of a first mortgagee to:

1. foreclose or take title to a unit pursuant to the remedies provided in the mortgage; or
2. accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or



3. sell or lease a unit acquired by the mortgagee.

S. Without the prior written approval of two-thirds (2/3) of the first mortgagees, based upon one vote for each first mortgage owned, and approval by two-thirds (2/3) of the owners other than the Declarant or developer, the Owners Association shall not by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause).

T. The Owners Association, without the prior written approval of two-thirds (2/3) of the first mortgagees, based upon one vote for each first mortgage owned, and approval by two-thirds (2/3) of the owners other than the Declarant or developer, will not use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than repair, replacement or reconstruction of such condominium property.

U. Any agreement for professional management of the Project, or any other contract, lease, franchise or license providing for the services of the Declarant, an affiliate of the Declarant, Developer, or to which a declarant or developer is a party, Sponsor or Builder may not exceed 2 years. Any such agreement, license, franchise or lease and any employment contract, lease of recreational or parking areas must provide for termination by either party without cause and without payment of a termination fee on 90 days or less written notice.

V. All taxes, assessments and charges which may become liens prior to the first mortgage under local law, shall relate only to the individual condominium unit and not to the condominium project as a whole.

W. In the event of a sale of a mortgage loan to the Federal Home Loan Mortgage Corporation, the Directors of the Association shall give Federal Home Loan Mortgage Corporation notice (in care of the Servicer at Servicer's address) in writing of any loss to, or the taking of, the common elements of the Condominium if such loss or taking exceeds \$10,000 or damage to a unit covered by a mortgage purchased in whole or in part by Federal Home Loan Mortgage Corporation exceeds \$1,000.00.

X. Each unit owner has the right to use, for at least one automobile, a sufficient parking space. None of the common elements, recreational facilities, parking space or other amenities contemplated as part of the Project are proposed to be leased to the unit owners or to the Owners Association; nor shall the same be subject to any other restriction in favor of the Developer of the Project or any affiliate of such Developer.

Y. There is no restriction upon any unit owner's right of ingress and egress to his unit.

Z. Each unit owner including the Declarant has the duty to pay a proportionate share of common expenses upon being assessed therefor by the Owners Association.

AA. The Declarant has the obligation to restore the common elements after removing any of its signs or other property from the common elements.

Neither this Article nor Article XIV shall be amended without the written consent of at least 67% of first mortgagees of units.

IN TESTIMONY WHEREOF, this Declaration has been executed as of the 8th day of August, 1986.

THE CROSSINGS CONDOMINIUM  
ASSOCIATION

By [Signature]  
Its \_\_\_\_\_

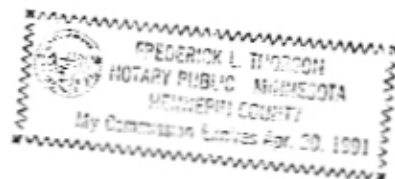
and  
By [Signature]  
Its PRESIDENT

STATE OF MINNESOTA )  
                          ) ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 8th day of August, 1986, by Stephen M. Hollan, Vice and Michael C. Berg, President of the Crossings Condominium Association, a Minnesota corporation, on behalf of the corporation.

[Signature]  
Notary Public

This instrument was drafted by:  
MACKALL, CROUNSE & MOORE  
1600 TCF Tower  
Minneapolis, Minnesota 55402  
(612) 333-1341



STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

AFFIDAVIT

Les MARTISKO, being first duly sworn, deposes and says that he is secretary of the Crossing Condominium Association, that attached hereto is the second amendment to Declaration for Condominium No. 260, The Crossings, a condominium.

That affiant further states that the attached amendment has been adopted pursuant to the vote of unit owners to which sixty-seven percent (67%) of the votes in the Association are allocated and sixty-seven percent (67%) of the votes of first mortgagees of the units in Condominium No. 260, The Crossings.

Les Martisko

Subscribed and sworn to before me  
this 20<sup>th</sup> day of October, 1986.

Cynthia L. Rist  
Notary Public



This instrument was drafted by:  
MACKALL, CROUNSE & MOORE  
1600 TCF Tower  
Minneapolis, Minnesota 55402  
(612) 333-1341

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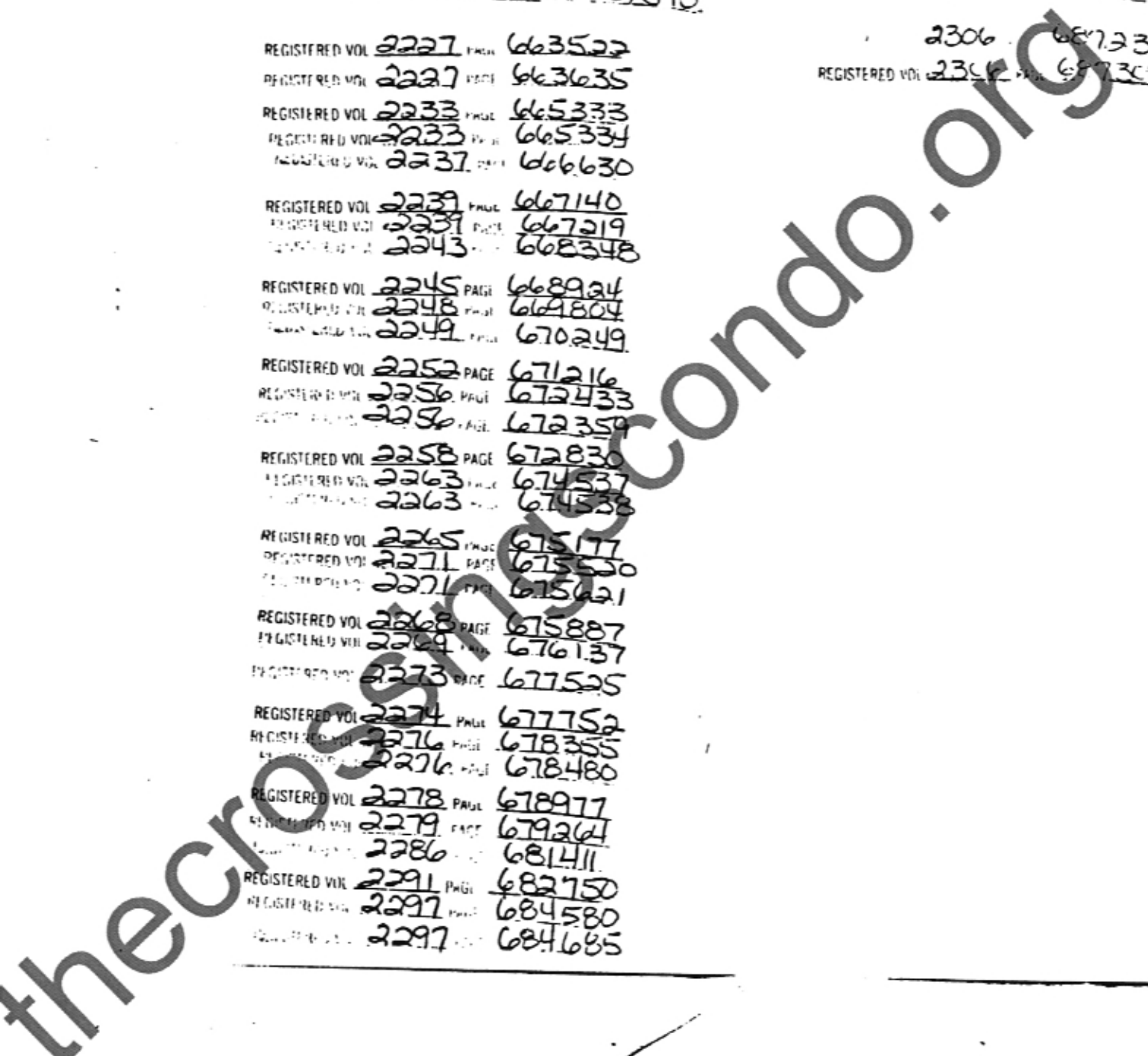
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OFFICE OF THE REGISTRAR

HENNING COUNTY, MISSISSIPPI  
 CENTRAL RECORDS DIVISION

OCT 27 1986

*Jpm*

R. Dean Carlson

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