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By: LEH, Deputy

Office of the County Recorder
Dakota County, Minnesota
Amy A. Koethe, County Recorder

COMMON INTEREST COMMUNITY NUMBER 651
TIMBERSHORE HOME OWNERS' ASSOCIATION
SECOND AMENDMENT TO DECLARATION

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF TIMBERSHORE HOME OWNERS' ASSOCIATION (the "Association") is made effective upon its recording, having received the requisite approval of the membership of the Association, a Minnesota nonprofit corporation, pursuant to Minnesota Statutes Sections 515B.1-101 to 515B.4-118, commonly known as the Minnesota Common Interest Ownership Act and laws amendatory thereof and supplemental thereto (hereinafter the "Act"), all members of whom are Owners of Units in Timbershore, a planned common interest community.

RECITALS

WHEREAS, there is filed of record in the office of the Dakota County Recorder the Declaration of Covenants, Restrictions and Easements of Timbershore dated June 29, 1971, and filed as Document No. 401215 on July 6, 1972 in the Office of the County Recorder of Dakota County; and

WHEREAS, thereafter there was filed of record in the office of the Dakota County Recorder a Declaration of Supplementary Restrictive Covenant to the Declaration dated October 20, 1983 and filed as Document No. 644751 on January 13, 1984 in the Office of the County Recorder of Dakota County; and

WHEREAS, thereafter there was filed of record in the office of the Dakota County Recorder a Declaration of Supplementary Restrictive Covenant to the Declaration dated September 9, 1987, filed as Document No. 805458 on September 11, 1987 in the Office of the County Recorder of Dakota County (these three documents being collectively referred to as the "Original Declaration"); and

WHEREAS, by requisite consent of its membership, the Original Declaration was amended and restated by the Amended and Restated Declaration, recorded April 9, 2019 as Document No. 3299808 in the Office of the County Recorder of Dakota County (the "Declaration"); and

WHEREAS, by requisite consent of its membership, the Declaration was further amended by the First Amendment to Amended and Restated Declaration, recorded September 13, 2022 as Document No. 3557788 in the Office of the County Recorder of Dakota County; and

NOW THEREFORE, with the requisite consent of the Owners as required by the Declaration, the Association hereby again amends the Declaration as follows:

1. The first paragraph of Section 11.1 of the Declaration is hereby deleted in its entirety and replaced with the following paragraph, with the remainder of Section 11.1 remaining as presently written:

11.1 Required Coverage. The Association shall obtain and maintain, to the extent reasonably available, at a minimum, a master policy or policies of insurance in accordance with the insurance requirements set forth in Minn. Stat. §515B.3-113 and the additional requirements set forth herein, issued by a reputable insurance company or companies authorized to do business in the State of Minnesota, as follows:

2. Section 11.7 of the Declaration is hereby deleted in its entirety and replaced with the following paragraph:

11.7 Owner's Personal Insurance. Each Owner shall obtain additional personal insurance coverage (commonly known as "gap coverage" or an "HO6 policy") at their own expense covering fire and other casualty to the interior of the Dwelling, personal property and personal liability coverage. Such insurance shall include deductible coverage in an amount at least equal to the deductible portion of the Association's Policy, and such loss assessment coverage in an amount deemed appropriate by the Owner. Such insurance should include coverage for those perils not covered by the Association's insurance policy, to the extent that those coverages are reasonably available and appropriate for the risks present. The insurance policies maintained by Owners shall provide that they are without contribution as against the insurance purchased by the Association except as to deductible amounts or other items not covered under the Association's policies.

In the event that either or both of the coverages described in sections 11.1(a) and (b) for a master policy or policies of insurance are not reasonably available for the Association to purchase, and thus are not purchased by it, each Owner shall purchase and maintain insurance coverage for their own Unit at their own expense, which, with regard to insurance not purchased by the Association in accordance with section 11.1(a), shall include coverage for the full replacement value of their Unit, including an inflation protection endorsement (the "Replacement Insurance"). The Association shall promptly give notice to all Owners in the event that either or both of the insurance coverages described in 11.1(a) and/or (b) are not reasonably available, which notice shall be by hand-delivery or by U.S. mail.

In the event that the Owner has been required to purchase and maintain property insurance Replacement Insurance in accordance with the previous paragraph, in the event of a loss, the Owner shall use the insurance proceeds from that insurance to repair or rebuild their Unit in the same manner as the Association would be required to do by the Act if it had purchased a master property policy. The Owner of the damaged or destroyed unit shall be responsible: i) for the cost of such repair or reconstruction whether or not they have complied with the purchase of Replacement Insurance as required by this section; and ii) for assessment of a

deductible or other loss to their Unit, whether or not the Owner has complied with this section's requirements on the purchase of an HO6 policy.

Both the HO6 policy, and if required, the Replacement Insurance, shall provide that they may not be cancelled without at least 30 days prior notice to the Association. The Owner shall provide reasonable evidence to the Association annually (and at such additional times as the Association may reasonably request) that they have purchased the insurance required of this section.

Except as amended herein, the Declaration is hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has executed this Second Amendment to the Declaration the day and year first written above.

Timbershore Home Owners' Association

By: Linda Walker
Its: President

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 1st day of November 2023 by Linda Walker, the President of Timbershore Home Owners' Association, a Minnesota nonprofit corporation, on behalf of the corporation.

Alex Langer
Notary Public



