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**Office of the County Recorder  
Dakota County, Minnesota**

*Amy A. Koethe, County Recorder*

**FIRST AMENDMENT TO THE AMENDED AND RESTATED  
DECLARATION OF WINDCREST HOMEOWNERS ASSOCIATION**

Windcrest Homeowners Association  
Filed: January 6, 1986; Document No. 712830  
Dakota County, Minnesota

Legal Description: Lots 1 through 20, inclusive, Block 3, Windcrest Addition; Lots 1 through 40, inclusive, Block 1, Lots 1 through 8, inclusive, Block 2, and Lots 1 through 8, inclusive, Block 3, all in Windcrest 2nd Addition, Dakota County, Minnesota, according to the recorded plats thereof.

This Amendment to the Declaration for Windcrest Homeowners Association is made this 18<sup>th</sup> day of February 2026, by Windcrest Homeowners Association, a Minnesota non-profit corporation (hereinafter referred to as "Association").

WHEREAS, the Amended and Restated Declaration for Windcrest Homeowners Association (hereinafter referred to as the "Declaration") was filed in the Office of the County Recorder of Dakota County on January 6, 1986, as Document No. 712830; and

WHEREAS, the following amendments to the Declaration have been filed: Supplemental Declaration filed in the Office of the County Recorder for Dakota County on January 6, 1986, as Document No. 712832; Supplemental Declaration filed in the Office of the County Recorder for Dakota County on August 29, 1986, as Document No. 740404; Supplemental Declaration filed in the Office of the County Recorder for Dakota County on December 31, 1986, as Document No. 759141; Supplemental Declaration filed in the Office of the County Recorder for Dakota County on March 24, 1988, as Document No. 832231; Supplemental Declaration filed in the Office of the County Recorder for Dakota County on March 20, 1991, as Document No. 978018; Supplemental Declaration filed in the Office of the County Recorder for Dakota County on April 25, 1991, as Document No. 983052; Supplemental Declaration filed in the Office of the County Recorder for Dakota County on June 6, 1991, as Document No. 988100; Supplemental Declaration filed in the Office of the County Recorder for Dakota County on June 24, 1991, as Document No. 936905; Supplemental Declaration filed in the Office of the County Recorder for Dakota County on September 3, 1991, as Document No. 1003695; and

WHEREAS, the Association wishes to amend certain sections of the Declaration pursuant to Article XIII, Section 3 of the Declaration;

NOW, THEREFORE, the Association hereby declares:

1. Article XII, Section 1 is hereby amended to read as follows:

5.14 Leasing Restrictions. Leasing of Lots shall be allowed, subject to reasonable regulation by the Association, and subject to the following conditions:

- (i) No lease shall be for transient or hotel purposes.
- (ii) No Lot may be leased until it has been occupied by the current Owner, or vacant, for at least twenty-four consecutive months.
- (iii) No lease shall provide for a lease term of less than one year, nor more than one year.
- (iv) No more than eight (8) Lots in the Association may, at any given time, be non-Owner occupied. Any Lot that is not vacant and not occupied by its Owner shall be deemed to be leased whether or not the Owner is charging rent for said occupancy, except that occupancy of a Lot owed by a trust created for estate planning purposes shall not be deemed to be a lease of that Lot if the occupant is the owner, trustee or beneficiary of said trust. If, at the time an Owner notifies the Board of such Owner's intent to lease such Owner's Lot, and the maximum number of Lots are already leased, such Owner (and any subsequent Owner seeking to lease a Lot) shall be prohibited from leasing a Lot until such time as such leasing would not exceed the maximum stated herein. The Association may impose such reasonable Rules and Regulations as may be necessary to implement procedures for leasing consistent with this Section.
- (v) Notwithstanding the above, all Owners who are leasing their Lots as of the effective date of this amendment may continue to lease until such time as the Lot is sold or becomes owner-occupied. Proof of a valid existing lease must be provided to the Association within 30-days of this Amendment taking effect to qualify for this exception. All pre-existing rental Lots will count toward the cap set forth in the preceding paragraph.

- (vi) Leasing restrictions do not apply to Lots owned by the Association.
- (vii) No Lot may be subleased.
- (viii) All leases shall be for residential purposes only.
- (ix) No Owner may lease less than the entire Lot, unless the Owner resides in the Lot full-time.
- (x) All leases shall be in writing and shall provide that they are subordinate and subject to the provisions of the Declaration and the Rules and Regulations. Copies of all leases, along with the following information for all tenants must be provided to the Association prior to occupancy: names of all occupants, a phone number and email address where the primary tenant may be contacted; license numbers of all tenant vehicles.
- (xi) A background check must be obtained for every potential occupant, and proof of the completed background check must be provided to the Association prior to occupancy.
- (xii) An Owner must possess a valid rental license, if required by the City of Eagan, at all times while leasing a Lot.
- (xiii) The restrictions contained in this Section specifically prohibit short-term rentals similar to those found on websites such as Airbnb, VRBO, Craigslist, etc.
- (xiv) The Board of Directors shall have the authority to adopt Rules and Regulations as deemed necessary to implement this section, including but not limited to: providing procedures for establishing and managing a wait list for Owners desiring to lease their Lots, tracking the leased Lots in the Association, and verifying the occupancy status of Lots. Such Rules may provide, among other things, that an Owner's right to lease such Owner's Lot under this Section may be terminated upon a transfer of ownership of the Lot, the Owner moving into or residing in the Lot, the Lot remaining vacant for an extended period of time without being leased, and/or upon a failure of the Owner to comply with this Section or any Rules and Regulations established by the Association pursuant to this Section.

The Board, upon showing of a substantial hardship by an Owner, may grant an exemption from conditions (ii) or (iv) and allow the Owner's Lot to be leased. Any decision made by the Board regarding a hardship exemption is final. The

Association may impose such reasonable Rules and Regulations as may be necessary to implement procedures for the leasing of Lots, consistent with this Section.

2. Except as amended or modified hereby, the Declaration remains in full force and effect.
3. This amendment to the Declaration of the Association was consented to in writing by at least seventy-five percent (75%) of the Members, thus fulfilling the requirement for amendments under Article XIII, Section 3 of the Declaration.

IN WITNESS WHEREOF, the undersigned have executed this Amendment on behalf of the corporation as of the day and year first above written.

BY *Ann Machmeier*  
President of Windcrest Homeowners  
Association

STATE OF MINNESOTA    )  
                                  )SS.  
COUNTY OF DAKOTA    )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of February, 2026, by Ann Machmeier, the President of Windcrest Homeowners Association, on behalf of the corporation.

*Tracey Anello*  
Notary Public

This document was drafted by:  
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