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11/6/2009 8:00 AM
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ANDERSON BOTTRELL SANDEN & THOMPSON

SECOND AMENDMENT TO CONDOMINIUM DECLARATION OF THE TOWERS

The undersigned, duly elected officers of The Towers created under a Declaration of Condominium, with attached Exhibits A through E, recorded on May 16, 1979 in Book E-8 of Miscellaneous, Page 586 et seq and as amended on July 20, 1979 by an Amendment to Declaration of Condominium and erected upon:

Lots 4, 5, 6, 7, 8 and 9, Block 37 Roberts' Second Addition to the City of Fargo, Cass County, North Dakota, together with that portion of the vacated alley adjacent to said lots which lies between the extended north line of Lots 6 and 7 and the extended south line of Lots 4 and 9, together with that portion of the adjacent easterly one-half of the vacated 12th Street North lying between the extended North line of Lot 6 and the extended South line of Lot 4, subject to easements of record.

certify that the following amendments to the By-laws and Declaration of Restrictions of said condominium were adopted by the required number of unit owners following a meeting of those unit owners and were further approved and adopted by all mortgagees holding first liens upon units in such project.

AMENDMENTS TO BYLAWS

Article V, Section 2, Insurance is hereby amended in its entirety to read as follows:

Section 2. Insurance. The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance:

- (a) Fire insurance with extended coverage, vandalism, and malicious mischief endorsements, insuring the buildings and garages (including all of the Units and the bathroom and kitchen fixtures installed, but not including furniture, furnishings, or other personal property or contents supplied or installed by Unit Owners) together with all air conditioning equipment and other service machinery contained therein; such insurance shall cover the Condominium, the Board of Managers and all Unit Owners, as their interest may appear, in an amount equal to 100 percent of the replacement value of the buildings. Each policy shall identify each mortgagee of a Unit as a Certificate Holder, and upon request of a Unit Owner or mortgagee, the Board of Managers shall cause the insurer to provide a certificate of insurance outlining the coverage details.
- (b) The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such

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limits as the Board of Managers may from time to time determine covering each Member of the Board of Managers, the managing agent, the manager and each Unit Owner. Such public liability insurance shall also cover cross liability claims of one insured against another. The Board of Managers shall review such limits at each renewal date of said policy. Such public liability insurance shall initially be set with a general aggregate limit of \$2,000,000, and in a limit of \$1,000,000 for each occurrence. Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that all policies shall contain waivers of subrogation and further provided that the Board of Managers' obligation shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Each Unit Owner is responsible for carrying insurance to cover personal property possessions and contents. Unit Owners are also responsible to carry any other insurance for liability or items not covered by the Association policy or policies.

Article V, Section 9, Abatement and Enjoining of Violations and Penalties, is hereby amended in its entirety to read as follows:

Section 9. Abatement and Enjoining of Violations and Penalties. The violation of any rule or regulation adopted by the Board of Managers, or the breach of any Bylaw, Restriction, or the breach of any provisions of the Declaration shall give the Board of Managers the right, in addition to any other rights set forth in these Bylaws:

- (a) To enter the unit in which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting unit owner any structure, thing or condition that may exist therein contrary to the intent and meaning of the provision hereof, and the Board of Managers shall not thereby be deemed guilty in any manner of trespass;
- (b) To enjoin, abate or remedy such thing or condition by appropriate legal proceedings; or
- (c) To assess a fine/penalty against the violating unit owner in the sum of \$50.00 per violation and to add such fine/penalty to any assessments that may be owed by the unit owner, and to record liens against the same.

Article VII, Section 1, Sales and Leases, is hereby amended in its entirety to read as follows:

Section 1. Sales and Leases. No unit owner may sell or lease his or her

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unit or any interest therein except by complying with the provisions of this section. A unit owner's sale of his unit shall include the sale of (a) the undivided interest in the common elements appurtenant thereto; (b) the interest of such unit owner in any units theretofore acquired by the Board of Managers, or its designee, on behalf of all unit owners, or the proceeds of sale or lease thereof, if any; and (c) the interest of such unit owner and any other assets of the condominium, hereinafter collectively called the "appurtenant interests".

No unit owner may lease his or her unit to anyone who is a registered sex offender or who has a felony conviction within the last ten years. All lease agreements shall contain a provision requiring the resident to comply with all the provisions of the Declaration, Bylaws and Restrictions of Twin Towers Condominium Association.

Article X, Section 1, Notices, is hereby amended in its entirety to read as follows:

Section 1. Notices. All notices to the Board of Managers shall be sent by first class mail c/o of the managing agent, or if there is no managing agent, to the office of the Board of Managers or to such other address as the Board of Managers may hereafter designate from time-to-time. All notices to any unit owner shall be sent by first class mail to the unit owner's address in the condominium, or to such other address as may have been designated by the unit owner from time-to-time, in writing, to the Board of Managers. All notices to first mortgagees of units shall be sent by first class mail to the respective addresses, as designated by them from time-to-time, in writing, to the Board of Managers. All notices of change of address shall be deemed to have been given when received.

AMENDMENTS TO DECLARATION OF RESTRICTIONS

Exhibit E, Use of Condominium Units, is hereby amended to delete the following language:

(5) No portion of a condominium unit (other than the entire condominium unit) may be rented, and no transient tenants may be accommodated therein.

Exhibit E, Use of Condominium Units, is hereby amended to add the following sections:

(5) Pets Prohibited. Pets of any kind are strictly prohibited from all condominium units, limited common areas and common areas of the condominium property.

(6) Smoking Prohibited. Smoking is expressly prohibited in all parts of the condominium project, including condominium units, limited common areas and common areas. This prohibition shall apply to all unit owners

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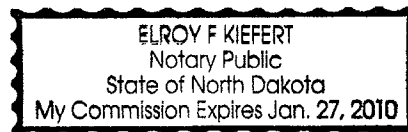
ANDERSON BOTTRELL SANDEN & THOMPSON

On this 2nd day of ~~November~~ 2009, before me, a Notary Public in and for said County and State, personally appeared Jerral C. Jones to me known to be the Secretary/Treasurer of The Towers and who executed the foregoing instrument on behalf of The Towers.

Elroy F. Kiefert
Notary Public
Cass County, North Dakota
My Commission Expires:

(SEAL)

skt:f488212\Second Amendment Bylaws & Declaration of Restrictions (Final)

RECORDER'S OFFICE, CASS COUNTY, ND 11/6/2009 8:00 AM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
JEWEL A. SPIES, COUNTY RECORDERby Jewel A. Spies 1281078