

**FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS FOR PINE TRAIL HOMES,
COMMON INTEREST COMMUNITY PLAT NO. 1081
A PLANNED COMMUNITY
NISSWA, MINNESOTA**

This First Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Pine Trail Homes, Common Interest Community Plat No. 1081, A Planned Community, Nisswa, Minnesota (this “**Amendment**”) is made this ____ day of November, 2019, by TERRA VISTA DEVELOPERS, INC., a Minnesota corporation (hereinafter referred to as “**Developer**”).

WHEREAS, RP&P Partnership, LLP, a Minnesota limited liability partnership (“**Original Developer**”) executed that certain Declaration of Protective Covenants, Conditions and Restrictions for Pine Trail Homes, Common Interest Community Plat No. 1081, A Planned Community, Nisswa, Minnesota dated February 22, 2006, which was recorded in the Office of the Crow Wing County Recorder on December 29, 2006, as Document No. 0772454 (the “**Declaration**”) and which currently encumbers the real property described on Exhibit A attached hereto (the “**Property**”);

WHEREAS, the Property is not subject to the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B (“**MCIOA**”), by reason of the exemption contained in Section 515B.1-102(e)(2) of MCIOA;

WHEREAS, Developer is the successor in interest to Original Developer and is the current owner of the Property;

WHEREAS, Article XVI, Section 2 of the Declaration permitted Developer to amend the Declaration because Developer owns all of the Property; and

WHEREAS, Developer desires to record this Amendment in order to amend certain terms and provisions of the Declaration.

NOW, THEREFORE, Developer hereby makes the following Amendment pursuant to Article XVI, Section 2 of the Declaration, and specifies that the Declaration, as hereafter supplemented and amended, shall constitute covenants to run with the Property and the Developer Property, and the Amendment shall be binding upon the Owners of the Property and their successors and assigns, and all persons, including Developer, who own a Unit on the Property, together with their mortgagees, grantees, successors, heirs, executors, administrators, devisees, assigns, tenants, guests, occupants and other invitees:

1. **Recitals.** The foregoing recitals are correct and are incorporated herein.

2. **Definitions.** All words and terms used herein, unless specifically or by context otherwise defined, shall have the same definition as attributed to each in the Declaration.

3. **Article I, Section 1(b).** The definition of “Common Areas” contained in Article I, Section 1(b) is hereby deleted in its entirety and replaced with the following new definition:

“Common Areas” and “Common Area” shall refer to *[Outlots A, B, C, D, E, F, G and H]*, Pine Trail Homes Common Interest Community Plat No. 1081.

4. **Article VI, Section 2.** The first (2) two sentences of Article VI, Section 2 are deleted in their entirety and replaced with the following:

“Each Owner shall be responsible for all maintenance, repair and replacements with respect to their Unit and Dwelling, including without limitation all snow removal, mowing and leaf removal with respect to their Dwelling and Unit. The Association shall have no responsibility for any maintenance, repair or replacements with respect to any Unit or Dwelling.”

5. **Article VI, Section 3.** The first (2) two sentences of Article VI, Section 2 are deleted in their entirety and replaced with the following:

“Each Owner shall be responsible for all garbage collection services for their Unit.”

6. **Article XV, Section 18.** The first (2) two sentences of Article XV, Section 18 are deleted in their entirety and replaced with the following:

“There shall be no private well on a Unit. Each Unit shall be served by the common wells located on the Common Areas, which are maintained by the Association.”

7. **Parking.** No overnight parking shall be allowed outside of the garage serving a Dwelling, provided that overnight parking of properly licensed vehicles of overnight guests of an Owner shall be permitted, provided that such overnight parking shall not exceed seventy (72) hours.

8. **Fencing.** Invisible pet fencing shall be permitted on each Unit. Perimeter fencing shall also be permitted around each Unit and decorative fencing shall also be permitted around a patio or landscaping, both subject to approval by the architectural control committee. In no case shall a fence over four (4) feet in height be allowed.

9. **Reaffirmation.** Except as amended herein, the Declaration is hereby confirmed as originally recorded. The Property, the Units, Outlots and Common Areas created thereon, and all Owners and occupants are hereby subjected to, made the beneficiaries of, and bound by the provisions of the Declaration as hereby or hereafter amended.

10. **Binding Effect.** This Amendment amends and supplements the Declaration. If there is a conflict between the provisions of the Declaration and this Amendment, the provisions of this Amendment shall control. This Amendment shall be binding upon and inure to the

benefit of Developer and all Owners and occupants of the Property and their respective successors and permitted assigns.

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EXHIBIT A
TO FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS

LEGAL DESCRIPTION OF THE PROPERTY

4813-0730-3083, v. 2