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VIRGINIA MAHONEY  
RECORDER  
STEVENS COUNTY, MN  
RECORDED ON  
05/22/2009 09:00AM

REC FEE: 46.00 *pd*  
PAGES: 5 RECEIPT #: 7761

*Riley Bros Prop.*

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
POMME DE TERRE GOLF CLUB**

**THIS AMENDMENT** is made effective this 14 day of May, 2009, by Riley Bros. Properties, LLC (Successor Declarant), and Pomme De Terre Golf Club Owners Association, a non-profit corporation under the laws of the State of Minnesota (Association).

**PREAMBLE**

**WHEREAS**, Pomme De Terre Development, LLC, platted land in Stevens County, Minnesota into a subdivision known as Pomme De Terre Golf Club (Development); and

**WHEREAS**, in connection with the platting of the Development, Pomme De Terre Development, LLC, made and entered into the Declaration of Covenants, Conditions, Restrictions and Easements for Pomme De Terre Golf Club, dated August 25, 2006, and recorded in the office of the County Recorder for Stevens County, Minnesota, on August 25, 2006, as Document No. 0180458 (Declaration); and

**WHEREAS**, by Quit Claim Deed dated January 1, 2008, and recorded in the office of the County Recorder for Stevens County, Minnesota, on February 4, 2008, as Document No. 183812, Pomme De Terre Development, LLC, conveyed to Successor Declarant the then unsold residential Lots in Blocks 1 through 6 of the Development; and

**WHEREAS**, Successor Declarant and the Association desire to provide a mechanism by which Owners may request that the Association provide certain maintenance of Lots which is not now required of the Association by the Declaration; and

**WHEREAS**, as a result, the Declaration needs to be amended; and

**WHEREAS**, the appropriate number of Owners and Eligible Mortgagees, as required by the Declaration, have approved this amendment and have authorized and directed the Association to join in such amendment.

**NOW, THEREFORE**, Successor Declarant and Association make the following amendments:

#### **AMENDMENT**

1. Amendment to Section 5.2. Section 5.2 shall be amended to state as follows:
  - 5.2 Voting and Common Expense Allocation. Voting rights and Common Expense obligations are allocated equally among the Lots. Notwithstanding the foregoing, Common Expense obligations may be assessed unequally as provided in Section 3-115 of the Act, including without limitation, assessment of Common Expenses relating to lawn maintenance and snow removal services only against those Lots receiving such services.
2. Amendment to Section 7.2 a. Section 7.2 a. is amended to state as follows:
  - a. Until a Common Expense Assessment is levied, Declarant shall pay all Common Expenses relating to the Property, except those assessments relating to lawn maintenance and snow removal as provided in Section 7.9 below.
3. Amendment Relating to Common Expense Assessment for Lawn Maintenance and Snow Removal. Section 7 is amended to add the following Section 7.9:
  - 7.9 Common Expense Assessment for Lawn Maintenance and Snow Removal. To the extent that the Association provides snow removal and lawn maintenance to fewer than all of the Lots, the Board shall levy a Common

Expense Assessment against the Lots benefitted by such snow removal and lawn maintenance services in such amount and in such a manner as the Board shall determine is appropriate.

4. Amendment to Section 10.1. Section 10.1 of the Declaration is amended to provide as follows:

10.1 Maintenance by Association.

- a. The Association shall provide for the maintenance, repair and replacement of the Sign Easement Area, and any landscaping associated therewith.
- b. The Association shall provide lawn maintenance and snow removal services as to those Lots whose Owners have requested, in writing, that such services be provided. Snow removal services shall be for the driveways and sidewalks located on the Lot. Yard maintenance, for purposes herein, shall be deemed to mean fertilization, weed control, and mowing; yard maintenance specifically shall not include sprinkling or maintenance of trees and shrubs. The Association shall have the authority to determine the manner and frequency in which such services are provided; and the expenses relating thereto shall be a Common Expense to be allocated specifically to those Lots whose Owners who have requested such services. An Owner who has filed a written request for such services may revoke such request by providing written notice to the Association; provided, however, that in such event, such revocation shall not be effective until the end of either the

snow removal season or lawn maintenance season, whichever is then appropriate.

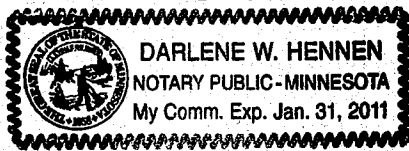
- c. The Association shall have the easements as described in Section 3 to perform its obligations hereunder.

RILEY BROS. PROPERTIES, LLC

POMME DE TERRE GOLF CLUB OWNERS ASSOCIATION

STATE OF MINNESOTA )
) ss.
COUNTY OF Stevens )

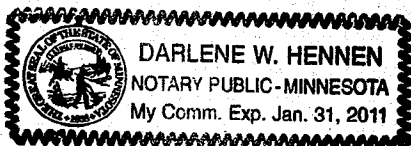
The foregoing was acknowledged before me this 15th day of May, 2009, by Joe Riley the Chief Manager of Riley Bros. Properties, LLC, a Minnesota limited liability company under the laws of the State of Minnesota, on behalf of the company.



Darlene W. Hennen
Notary Public

STATE OF MINNESOTA )
) ss.
COUNTY OF Stevens )

The foregoing was acknowledged before me this 15th day of May, 2009, by Joe Riley and Jen Riley the President and Secretary of Pomme De Terre Golf Club Owners Association, a non-profit corporation under the laws of the State of Minnesota, on behalf of the Association.



Darlene W. Hennen
Notary Public

**THIS INSTRUMENT WAS DRAFTED BY:  
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