

**AMENDMENT**  
**TO**  
**DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS,**  
**EASEMENTS, RULES AND REGULATIONS, AND**  
**ARCHITECTURAL STANDARDS**  
**RELATING TO**  
**TII GAVO RESIDENTIAL PLANNED COMMUNITY**

This Amendment to Declaration of Protective Covenants, Reservations, Easements, Rules and Regulations, and Architectural Standards (this “Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2009 by and between Big Marine Lake Development, LLC, a Minnesota limited liability company (“Declarant”) and Tii Gavo Community Association, Inc., a Minnesota nonprofit corporation (the “Association”).

**RECITALS:**

WHEREAS, Declarant caused to be filed on April 28, 2008 in the Office of the County Recorder, Washington County, Minnesota, as Document Number 3690082, that certain Declaration of Protective Covenants, Reservations, Easements, Rules and Regulations, and Architectural Standards (the “Declaration”), which Declaration affects the real property legally described on Exhibit A attached hereto (the “Property”); and

WHEREAS, Declarant and the Association desire to amend the Declaration as more particularly described herein.

NOW, THEREFORE, Declarant and the Association hereby amend the Declaration as follows:

1. All defined terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.
2. The definitions of “Common Area Improvements,” “Community Center,” “Tii Gavo Boat Club,” “Tii Gavo Boat Club Members,” and “Tii Gavo Boat Club Rules

and Regulations,” all as set forth in Article I, subparagraphs (j), (l) (ss), (tt) and (uu), respectively, of the Declaration are hereby deleted in their entirety and are replaced with the following definitions:

“(j) “Common Area Improvements” shall mean and refer to all structures or improvements of any kind located on the Common Area, including without limitation any Community Center, Storage Buildings or other buildings erected by the Association, utilities systems, the Waste Water System, rain gardens, communications systems, security systems, roadways, sidewalks, entrance monuments, decorative structures, retaining walls, patios, fences, landscaping, grading, parking areas, lighting, signs, community mailboxes, boat docks and other boating facilities and amenities (including Association boats), if any, fishing piers, boardwalks, swimming platforms, tennis courts, volleyball courts, beaches, trails, benches, picnic tables, fire pits, grills and gazebos, or other type of structure or physical improvement, whether the purpose is decorative or otherwise, and any additions or changes thereto.”

“(l) “Community Center” shall mean and refer to a community building, if any, erected by the Association on the real property legally described on Exhibit D attached hereto, owned by the Association and intended for the common use and enjoyment of Owners and Occupants and their invitees, subject to the terms and conditions set forth in this Declaration.”

“(ss) “Tii Gavvo Boat Club” shall mean and refer to the boat club organized for the benefit of the Tii Gavvo Boat Club Members, including all boating services and amenities provided therefor by or on behalf of the Association, if any, and any administration and operation activities performed in connection therewith by or on behalf of the Association, if any.”

“(tt) “Tii Gavvo Boat Club Members” shall mean and refer to all Owners and Occupants, each of whom shall be entitled to: (i) the use of the Association’s boating facilities and amenities (including any Association boats), if any; and (ii) the boating and marina-related services provided by the Association, if any; provided, however, that each such member must be current in the payment of any dues, fees and Assessments levied or charged by the Association in connection therewith.”

“(uu) “Tii Gavvo Boat Club Rules and Regulations” shall mean and refer to any rules and regulations included within the Rules and Regulations of the Association, as amended and approved from time to time, relating to the Tii Gavvo Boat Club or otherwise pertaining to any services, facilities or amenities provided within the Common Area (including any Association boats), if any, intended and available for use by the Tii Gavvo Boat Club Members.”

3. Article IV, Section 6, is hereby deleted in its entirety and is replaced with the following:

“Section 6. Storage Buildings and Community Center.

(a) The Association shall have the right, but not the obligation, in its sole and reasonable discretion, to construct, maintain, repair and replace a storage building or buildings on any portion of the Common Area legally described on Exhibit I attached hereto (the “Storage Buildings”) for the purpose of accommodating the storage needs of certain Owners in Tii Gavo. The costs incurred by the Association for such construction, maintenance, repair and replacement, if any, shall be a Common Expense and may be levied as General Assessments, Special Assessments and/or Limited Assessments as the Board deems fair and reasonable under the circumstances.

(b) The Association shall have the right, but not the obligation, in its sole and reasonable discretion, to construct, maintain, repair and replace a Community Center. The costs incurred by the Association for such construction, maintenance, repair and replacement, if any, shall be a Common Expense and may be levied as General Assessments, Special Assessments and/or Limited Assessments as the Board deems fair and reasonable under the circumstances.”

4. Article VII, Section 12, is hereby amended to delete the following sentence therefrom, “The Owner will provide, with the above Minimum Landscape Plan, a written quote for the installation thereof by an experienced and reputable landscape contractor.”

5. Article VII, Section 13, is hereby amended to delete the following sentence therefrom, “Notwithstanding the foregoing, the Association, in its sole discretion, may require that all mailboxes and newspaper boxes be located at the Community Center (in lieu of on the Lots) and the DQC may designate the type and style of such community mailboxes and newspaper boxes.”

6. Exhibit D to the Declaration is hereby deleted in its entirety and is replaced with Exhibit D attached hereto.

7. In all other respects the Declaration remains unchanged.

[SEPARATE SIGNATURE PAGE FOLLOWS]  
(remainder of page left intentionally blank)



EXHIBIT A

Legal Description of Property

Lot 1, Block 1, Lot 1, Block 2, Lots 1 through 4, Block 3, Lot 1, Block 4, Lots 1 through 4, Block 5, Lots 1 through 7, Block 6, Lots 1 and 2, Block 7, Lot 1, Block 8, Lots 1 and 2, Block 9, Lots 1 through 6, Block 10, Outlots A, B, C, D, E, F, G and H, Tii Gavo, Washington County, Minnesota.

AND

Outlots I, J and K, Tii Gavo, Washington County, Minnesota.

EXHIBIT D

PROPERTY ON WHICH COMMUNITY CENTER MAY BE LOCATED

Outlot D, Tii Gavo, Washington County, Minnesota.

