

2007004 16010

Return to:  
Snyder Law Office, P.C.  
P O Box 717  
Bigfork, MT 59911

1 07-001

BY JS  
DATE 1-4-07 TIME 4:01  
\$ 49. PAGES 7 BY Jen  
PAULA ROBINSON FLEATHEAD COUNTY MONTANA

**CERTIFICATE OF AMENDMENT OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LAKE POINTE**

Whereas the Declaration of Covenants, Conditions, Easements and Restrictions for Lake Pointe (Lots one (1) through forty-four (44) of the plat of The Harbor Village at Eagle Bend-Phase 2B, a subdivision located in the SE 1/4, SW 1/4 of Section 26, T27N, R20W, PMM, Flathead County, Mont.), recorded on October 25, 2005 as Reception No. 200529813580 in the office of the Clerk and Recorder of Flathead County, Montana, provide for amendment by the recording of a Certificate of Amendment certifying that sixty-seven (67%) percent of the votes at an election voted affirmatively for the adoption of amendments,

We, the undersigned President and Secretary of the Lake Pointe Homeowners' Association, Inc. hereby certify that an election was duly held on March 15, 2006, at a members' meeting at which a quorum was present, and one hundred percent (100%) of the votes at said meeting voted in favor of the following amendments.

The following Articles, Sections and Subsections were amended and readopted to read as follows:

- Article IV, Section 1 (e): Fencing.** Owners desiring to install a fence must submit diagrams including fence layout, height and materials to the Design Review Committee for approval. Such fencing normally approved by the Design Review Committee will not materially impede the view of other Owners. The Design Guidelines shall not permit the use of vinyl or chain link fencing. Fence type structures and or screens higher than five (5) feet in height that run for more than ten (10) linear feet must be

0501061 thru 0501064 0501069 thru 0501072 thru 0501074  
0942190, 0602500 0501045 thru 0501047 0501051 thru 0501059

approved by the Design Review Committee.

2. **Article IV, Section 1 (h): Construction Time Period.** All construction (interior and exterior), and landscaping, must be completed within a period of twelve (12) months from the approval of the construction application.
3. **Article IV, Section 1 (k): Building Restrictions.** Building heights shall not exceed a maximum of thirty-five (35) feet. Building height shall be measured from the highest ridge to the lowest adjacent, pre-construction grade. Garage doors and garage openings shall not exceed nine (9) feet in height. No log home Dwelling Units shall be constructed or moved in Lake Pointe. No metal siding shall be used on or applied to any Dwelling Unit or other structure in Lake Pointe. Decorative metal roofing may be allowed with Design Review Committee approval.
4. **Article IV, Section 1 (l): Landscaping of Residence Lot.** Each Owner of a Residence Lot shall provide Landscaping in connection with construction of its Improvements and shall maintain the Landscaping of the Lot in accordance with the standards of the Design Review Committee. Prior to installing Landscaping, the Owner of a Residence Lot shall submit a written landscaping plan to the Design Review Committee and secure approval of the same. In accordance with the Design Guidelines, each Residence Lot must contain at least six (6) deciduous trees (which may include crab apple, ash, maple, birch, aspen, cherry or apple or any other deciduous tree approved by the Design Review committee) and at least three (3) evergreen trees (which may include fir, blue spruce, scotch pine, or Austrian pine or any other evergreen approved by the Design Review Committee). No cottonwood trees or poplar trees will be permitted in Lake Pointe under any circumstances. Thereafter, each Owner shall keep all Landscaping of every kind located on its Residence Lot neatly trimmed, and shall keep all such area properly cultivated and free of trash, weeds and other unsightly material. While lawn seeding may be permitted by the Design Review Committee, sodding is recommended. All Landscaping on Residence Lots must be properly irrigated. Any Owner who fails to complete the initial Landscaping within the twelve (12) month construction period, unless such time frame otherwise extended by the Design Review Committee to account for weather or seasonality or who fails to maintain its Landscaping shall be subject to a Maintenance Charge with the Landscaping standards. The Association is authorized to take reasonable action to cause the Landscaping to be installed and maintained in accordance with the terms of this Declaration.

2007004 16010

5. **Article IV, Section 1 (r): Antennas.** Except as otherwise permitted by applicable law, no antenna, satellite receiving station or other device for the transmission or reception of television or radio signals (including what are known as "HAM radio" signals) or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any Lot, whether attached to a building or structure or otherwise, unless approved by the Design Review Committee. No towers, exposed or outside radio, television or other electronic antennae, shall be allowed or permitted to remain on any Lot. It is recommended that lightning rods be installed on all Dwelling Units and related structures. Satellite receivers must have an enclosure to screen them from view so they are not visible From Neighboring Property. Per Federal Regulations satellite dishes not exceeding one meter in diameter are permitted in Lake Pointe. However, due to safety restrictions, Committee approval is required for location and means of fastening the satellite dish.
6. **Article VI, Section 5. Voting for Board Members.** In any election of the members of the Board, every owner of a Membership entitled to vote at such an election shall have the number of votes for each Membership equal to the number of directors to be elected, except that the Declarant shall have the number of votes designated in Section 3 above times the number of directors to be elected. Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.
7. **Article VII, Section 2 (d). Notice and Payment.** Except with respect to the first fiscal year, the Board shall notify each Owner in writing as to the amount of the Annual Assessment against his or her Lot on or before December 1 each year for the fiscal year beginning on January 1 next following. Except as otherwise provided by the Board, each Annual Assessment shall be payable in four equal quarterly installments, one such installment due on the first day of each calendar quarter during the fiscal year to which the assessment relates; provided, however, the Annual Assessment for the first fiscal year shall be based upon such portion of the first fiscal year remaining from and after the date an Owner signs an agreement to purchase a Lot. Members shall commence payment of the full quarterly assessments against their respective Lots upon conveyance of the first Lot in Lake Pointe regardless of whether a Dwelling Unit has been constructed thereon on such Member's Lot.

8. **Article VII, Section 5. Special Assessments for Capital Improvements and Extraordinary Expenses.** In addition to the Annual Assessments authorized above, the Association may levy, in any Assessment Period, a Special Assessment applicable to that period only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Association Land, other Community Areas, or for the fixtures and personal property related thereto or for the purpose of defraying other extraordinary expenses, provided that any such assessment shall have the assent of sixty-seven percent (67%) of the votes of Members who are voting in person or written approval of sixty-seven percent (67%) of such Members. The provisions of the Section are not intended to preclude or limit the assessment, collection or use of Annual assessments for the aforesaid purposes.
9. **Article VIII, Section 5.** In addition to the means of enforcement of covenants, conditions and restrictions provided in this Declaration, all covenants, conditions and restrictions applicable to Lake Pointe may be enforced as follows:
- a. The Board of Directors of the Association and its successors in interest may impose fines upon Owners for violations.
  - b. Prior to the imposition of a fine, the Board or its agent shall give the Owner in question written notice of the violation and intended amount of the fine, and the notice shall provide fifteen (15) days' opportunity, after receipt of the notice, to correct the violation so as to avoid the fine.
  - c. If the violation is remedied within the fifteen (15) day period, no fine shall be imposed. If the violation is not corrected within the fifteen (15) day period, the Board may, but is not required to, impose a fine, using the procedures set forth below.
10. **Article IX, Section 1. Purposes for Which Association's Funds May Be Used.** The Association shall apply all funds and property collected and received by it (including the Annual Assessments, Special Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of Lake Pointe or the Association, as applicable, and the Owners and Residents by devoting said funds and property, among other things, to the acquisition, construction, alteration, maintenance, provision and operation, by manner

2007004 / 6010

or method whatsoever of any kind, all land, properties, improvements, facilities, services, projects, programs, studies and systems, within Lake Pointe, which may be necessary, desirable or beneficial to the general common interests of Lake Pointe, the Owners and the Residents. The following are some, but not all, of the areas in which the Association may seek to aid, promote and provide for such common benefit: maintenance of the Community Areas and public rights -of-way and drainage areas within Lake Pointe, recreation, liability insurance, communication, ownership and operation of storage areas, transportation, health, utilities, public services, safety and indemnification of officers and directors of the Association and payment of sums due, if any, under Municipal Authority Agreements. The Association also may expend its funds as permitted under the laws of the State of Montana.

All other parts of the Covenants, Conditions, Easements and Restrictions recorded on October 25, 2005, remain in effect as recorded at that time.

DATED this 12<sup>th</sup> day of October, 2006.

LAKE POINTE HOMEOWNERS' ASSOCIATION, INC.

  
Brent Hall, President

  
Dan Manning, Secretary

Pursuant to Article XVIII, §2 of the Declaration, the Declarant, Rocky Mountain Recreational Communities, LLC, hereby consents to the above amendment.

ROCKY MOUNTAIN RECREATIONAL COMMUNITIES, LLC

By:   
\_\_\_\_\_

General Manager  
\_\_\_\_\_

Title

2007004 16010

STATE OF MONTANA )  
:ss.  
County of Flathead )

This instrument was signed and sworn to before me on this 12<sup>th</sup> day of October, 2006, by Brent Hall, as President of Lake Pointe Homeowners' Association, Inc.



Jessica E. Glazier  
Jessica E. Glazier  
(Printed Name)

Notary Public for the State of Montana  
Residing at Bigfork, Montana  
My commission expires 12/11/2006

STATE OF MONTANA )  
:ss.  
County of Flathead )

This instrument was signed and sworn to before me on this 12<sup>th</sup> day of October, 2006, by Dan Manning, as Secretary of Lake Pointe Homeowners' Association, Inc.



Jessica E. Glazier  
Jessica E. Glazier  
(Printed Name)

Notary Public for the State of Montana  
Residing at Bigfork, Montana  
My commission expires 12/11/2006

2007004 / 6010

STATE OF Montana     )  
                          :ss.  
County of Flathead    )

This instrument was acknowledged before me on this 17<sup>th</sup> day of October, 2006, by Dan Manning, as General Manger of Rocky Mountain Recreational Communities, LLC.



Jessica E. Glazier  
Jessica E. Glazier  
(Printed Name)

Notary Public for the State of Montana  
Residing at Bigfork, Montana  
My commission expires 12/11/2006