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903 Spokane Ave #1
Whitefish, MT 59901

**AMENDED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR THE LAKES RED EAGLE (The Lakes Cottages Ph. 4A and 4B)**

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WHEREAS The Lakes Master Homeowners Association, A Montana Non-Profit Corporation with principal place of business at 4219 River Lakes Parkway manages certain real property in Whitefish, Flathead County, Montana, more particularly described on Exhibit "A" attached hereto,

WHEREAS, The Lakes Red Eagle (The Lakes Cottages 4A and 4B excluding Lot 6) is a sub-development of Riverside at Whitefish subdivision and subject to the **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RIVERSIDE AT WHITEFISH (OMNIBUS)** filed as Doc No. 200321010460, as amended in Doc. No 201200028382, Records of Flathead County, Montana,

WHEREAS, the Declarant, Lakes Development Group, LLC, A Montana Limited Liability Company is desirous of maintaining said area as a residential neighborhood of the highest standard in which each owner of a Lot (as hereinafter defined) shall enjoy maximum livability and freedom with respect to the use of said Lot, subject only to due regard for the equal rights of the other owners of Lots in said Neighborhood;

WHEREAS, the day to day management, operations and authority of the Lakes Development, including but not limited to the Lakes Red Eagle (The Lakes Cottages Ph. 4A and 4B excluding Lot 6.), has been transferred to the Lakes Master Homeowners Association,

AND WHEREAS, the Owners of Lots 1-28 excluding Lot 6 (The Lakes Cottages Ph. 4A and 4B) more particularly described in Exhibit A attached hereto, wish to declare that those Lots identified as Lots 1-28 excluding Lot 6 be held, sold and conveyed subject to the following Declaration and Conditions, Covenants and Restrictions, all of which are for the purpose of enhancing, protecting and preserving the value, desirability, and attractiveness of the real property as a desirable residential development. These restrictions, covenants and conditions shall run with the real property and shall be binding upon all parties having or acquiring any rights, title or interest in the described property, or any part thereof, and shall inure to the benefit of and be binding upon each successor in interest to the Owner thereof.

NOW, THEREFORE, THE Lakes Master Homeowners Association and the undersigned, being the manager and Owners of all of the real property above-described, hereby declare that the real property described above in attached Exhibit "A" is, and shall be, held, transferred, sold and conveyed, subject to the conditions, restrictions, covenants and reservations hereinafter set forth and as amended; and

All persons or entities who now or shall hereafter acquire any interest in and to the above-described property shall be held to agree and covenant with the Owner of any of the property hereinabove described, or any parcel thereof, and with their heirs and successors and assigns, to conform to and observe the following covenants, restrictions, and conditions as to the use thereof, and as to the construction of dwellings and improvements thereon.

1. DEFINITIONS: As used in this Declaration of Protective Covenants and Conditions, Covenants and Restrictions, the following words and terms shall have the following meanings:
 - a. Homeowners Association: The Lakes Master Homeowners Association, or its successors or assigns.
 - b. Omnibus Covenants: Omnibus Declaration of Covenants, Conditions and Restrictions of Riverside, filed as Doc No. 200321010460, as amended in Doc. No. 201200028382, Records of Flathead County, Montana,
 - c. Owner: The person or persons owning a parcel of land in fee simple absolute, individually or as an owner in any real estate tenancy relationship recognized under the laws of the State of Montana.
 - d. Lot: Any parcel, unit or other ownership interest in real estate described in attached Exhibit "A".
 - e. Vote or Voter: An Owner is entitled to one vote per Lot owned.
2. GENERAL PURPOSES: The benefits of the protective covenants, conditions and restrictions set forth herein are intended to run with the land and to each Owner, his or her heirs, personal representatives, administrators, successors and assigns. This Declaration is made for the purpose of creating and keeping The Lakes Red Eagle a desirable, private, attractive, beneficial and suitable place of abode, and of providing rules and regulations otherwise for the mutual benefit and protection of each of the Owners.
3. ASSOCIATION MEMBERSHIP: The Lakes Master Homeowners Association has been formed to perform certain functions and to hold and manage certain property for the common benefit of some or all of the owners or lessees holding an interest in real property therein. Owners of a Lot at Red Eagle become members of the Association as defined in the Articles of Incorporation and Bylaws thereof and will be entitled to the benefits and subject to the obligations as a member. Such obligations include, but are not limited to, the obligation to pay taxes and special assessments and other charges as set forth in the respective Declarations and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association, as may be amended from time to time, and are in force and effect. This Amended Declaration does not alter, limit or otherwise affect the obligations of any Owner under any of those instruments, but shall establish additional rights and obligations among Owners of The Lakes Red Eagle.
4. CONSTRUCTION OF RED EAGLE HOMES:
 - a. Each Residence shall be constructed so as to conform to the Riverside PUD Master Plan setbacks. Side setbacks shall be a minimum of 12 feet from the stem wall of the residence to the side boundaries on both sides of the residence. Each lot is subject to the Architectural Standards adopted by the Lakes Homeowners Association.

- b. Use Restrictions. The Residential Lots and the Real Property will be used only for the purposes set forth in this Declaration and as permitted by the applicable regulations of the City of Whitefish, Montana and the laws of the State of Montana and the United States.
- i. Each Residential Lot shall be occupied or used only as a private residence for the Owner and the Owner's family or the Owner's lessees, invitees or guests. No residence shall be occupied other than as a single-family residence.
 - ii. Nothing shall be done or kept in any Residence or on any Lot and or in or on the Common Elements which will increase the rate of insurance on any of the Real Property, without the prior written consent of the Board. No Owner shall permit anything to be done in his Residence or on his Lot or in or on the Common Elements which will result in the cancellation of insurance on any of the Real Property or which would be in violation of any law.
 - iii. No sign, billboard or advertising structure of any kind shall be erected or maintained on any Lot.
 - iv. Television, radio, satellite dishes, or other antennae permitted, but the location, height, and size of such antennae must be approved by the Board.
 - v. No trash, debris or organic waste shall be permitted to accumulate on any Lot or in any roadway adjacent thereto, and shall be promptly disposed of. Trash and refuse cans and receptacles shall be maintained and stored by the Owners inside the private garages or behind a screened area designated for refuse.
 - vi. Fencing of the private area located on each Lot behind each Residential Lot is permitted, but the material, height, color and location of such fencing must be approved by the Board and is subject to Architectural Review and to the Architectural Standards enforced by the Lakes Development
 - vii. No unlicensed, unsightly or inoperative motor vehicles or equipment, bodies or parts thereof shall at any time be allowed to remain in public view or the view of the other Owners on any Lot or along the City of Whitefish streets adjacent to the Real Property.
 - viii. No poultry or other birds (except pet birds kept inside a residence), hogs, or other livestock or animals shall be kept on any Lot. No commercial breeding of animals shall occur on any Lot. However, dogs, cats or other ordinary household pets may be kept in each Residential Lot. All pets are to be leashed, fenced or otherwise confined to the Owner's Lot and not allowed to roam. No Owner shall have or keep any dog or other animal which barks or whines on a regular or continuous basis, or which otherwise creates an ongoing disturbance for any other Owner. No owner shall keep more than two pets per household.
 - ix. No noxious or offensive activity shall be carried on in any Residential Lot, nor shall anything be done thereon which may be or become annoyance or nuisance to the other Owners.
 - x. There shall be no violation of the rules and regulations established from time to time by the Board which shall be furnished in writing to the Owners.
 - xi. Nothing shall be done to any Residential Lot or the Improvements thereon, or in, on or to the Common Elements which will impair the structural integrity of the Improvements or which would structurally change the Improvements.

- xii. Recreational vehicles, boats or other personal property of a recreational nature shall not be stored or kept outside or on the private driveways. Visitors in recreational vehicles shall be limited to a stay of one week.
 - c. Each home shall incorporate the following additional design criteria:
 - i. Driveway: Driveway material must be poured concrete or asphalt.
 - ii. Minimum square footage: No dwelling shall be permitted or erected on any Lot with a fully enclosed ground floor area devoted to living purposes, exclusive of porches, patios, terraces, garages and any other outbuildings of less than 2000 square feet.
5. ENFORCEMENT: Any Owner shall have the option and right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of this Declaration. The method of enforcement may include proceedings to enjoin the violation, to recover damages, or both. Failure by any Owner to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. The City of Whitefish is an interested party and shall, like an Owner, at its sole election, have the authority to enforce this Amended Declaration. In the event of litigation, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.
6. FEES: By virtue of the Omnibus Covenants, each Owner covenants and agrees to contribute and pay certain fees to the Lakes Master Homeowners Association to be used for the purposes set forth therein. In addition, each Owner at Red Eagle (The Lakes Cottages Ph. 4A and 4B excluding Lot 6.), covenants and agrees to pay the maintenance fees set forth in Paragraph 7 (c) below.
7. MAINTENANCE AND REPAIRS:
- a. Owners shall maintain and repair the exterior surface of their building and the driveway leading to their building, including without limitation, the painting, staining or repair of the same as often as is reasonably necessary to maintain the character of the neighborhood. Owners shall be responsible for the replacement of trim and caulking, and the maintenance and repair of the roof and driveway, and be liable for the cost of any such maintenance or repairs made on their building.
 - b. Any repairs or maintenance performed or allowed to be performed by an owner to the exterior of his dwelling shall employ materials uniform or consistent with those materials already incorporated into the dwelling and improvements, and shall comply with all of the provisions of this Declaration, the Omnibus Covenants, and the persons, committees, organizations and/or entities designated thereby.
 - c. The Homeowners Association shall have the responsibility of maintaining all of the common areas, common beaches, and common landscaping outside of lot areas including boulevards.

8. TERMS: The provisions of these protective covenants as more particularly set forth in the Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date they are recorded, after which time said protective covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by the Owners of seventy-five percent (75%) of the Lots located on the land described as all that land as shown on and described as Plat of the Lakes Red Eagle (The Lakes Cottages Ph. 4A and 4B.), Records of Flathead County, Montana, has been recorded agreeing to terminate said protective covenants or change them in whole or in part. Each Lot shall be entitled to one vote under this Declaration, as determined in Article I.
9. CANOE CLUB MEMBERSHIP: Each Lot has separately been accorded a membership interest in the Canoe Club recreational facility. The membership is subject to the fees, rights and responsibilities set forth in the Canoe Club organizational documents as they now exist or as they may be lawfully amended by the members in the future.
10. AMENDMENT: This Amended Declaration may be amended by an instrument signed by the Owners of seventy-five percent (75%) of the single family Lots located on the land described as all that land as shown on and described as Plat of The Lakes Red Eagle (The Lakes Cottages Ph. 4A and 4B excluding Lot 5.), Records of Flathead County, Montana, which instrument has been recorded, agreeing to such amendment. Each Lot shall be entitled to one vote as determined in Article I under this Amended Declaration, provided that in any event an amendment shall not be valid unless approved in writing by the City of Whitefish.
11. GENERAL:
 - a. Each Owner, by accepting conveyance of a deed to Red Eagle (The Lakes Cottages Ph. 4A and 4B excluding Lot 6.) is subject to the provision of this Declaration and further agrees that the covenants and other provisions contained herein are reasonable in scope and effect and are essential to the form of ownership in which such Red Eagle lot is held.
 - b. If any of the provisions of the Amended Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.
 - c. The provisions of the Declaration shall be governed by the laws of the State of Montana.
 - d. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Undersigned has duly executed this Agreement this 21st day of September 2014.

The Lakes Development Group, LLC

By: 

Gilbert G. Lynch
Member

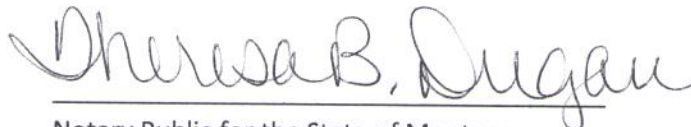
STATE OF MONTANA)

: ss.

County of Flathead)

On this 21st day of Sept, 2014, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Gilbert G. Lynch, known to me to be the President of The Lakes Master Homeowners Association the corporation whose name is subscribed to the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Notary Public for the State of Montana

Residing at: Whitefish

(SEAL) My Commission Expires: 2/23/2015

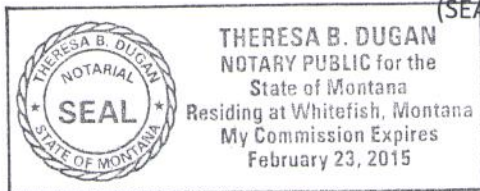
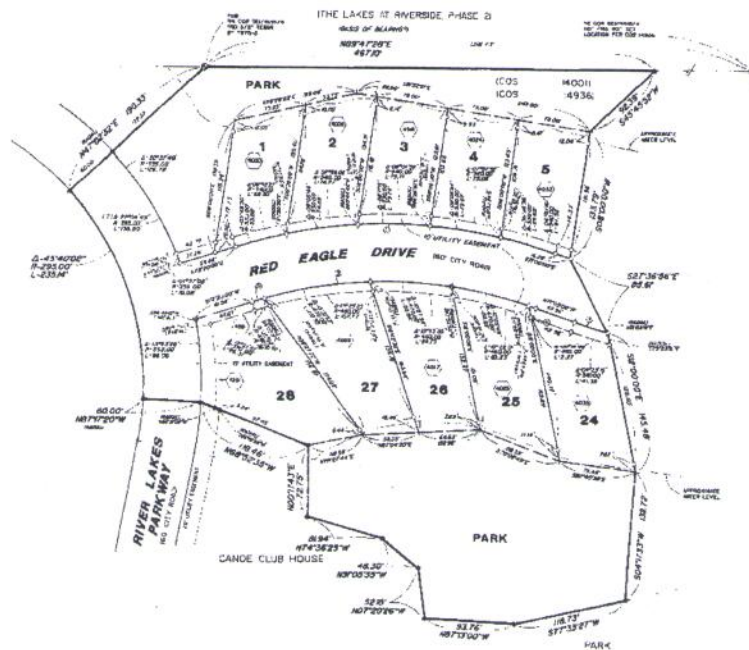
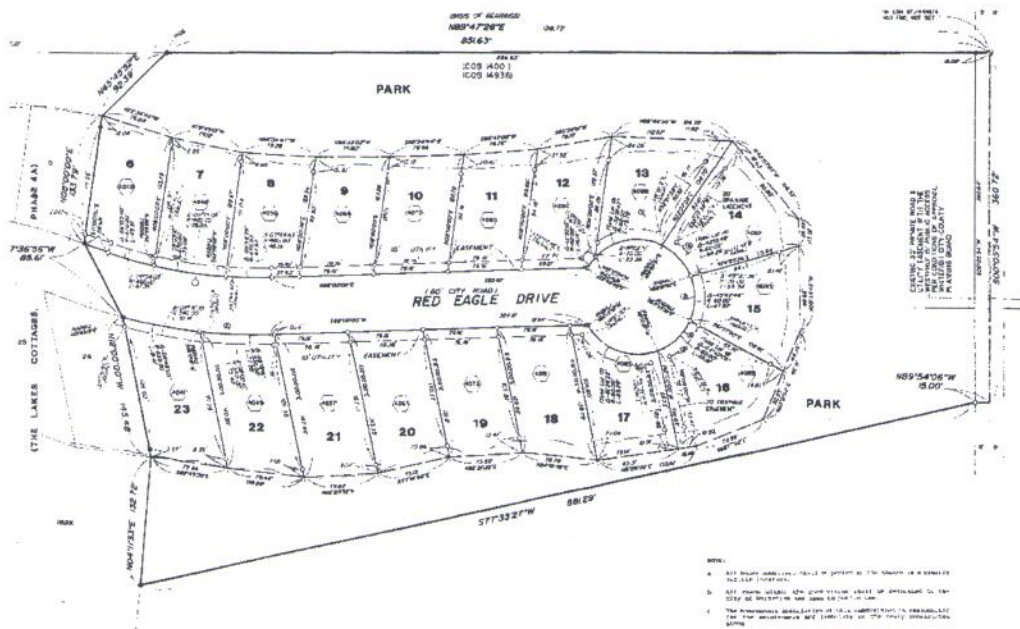


Exhibit A

Red Eagle Lot description:



The Lakes Cottages Ph. 4A excluding Lot 6, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.



The Lakes Cottages Ph. 4B, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.