

**Amended and Restated Declaration of
Covenants, Conditions and Restrictions
Riverside at Whitefish
(The Lakes Village Phase I and II)**

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 Village 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 previously made the Lakes Village subject to Declaration of Protective Covenants and Covenants for the Lakes Village Phase I and II filed as Doc. No. 200433811530, Record of Flathead County, Montana,

WHEREAS, the day to day management, operations and authority of the Lakes Development, including but not limited to the Lakes Village, has been transferred to the Lakes Master Homeowners Association,

WHEREAS, the Owners of the Lots contained within the Lakes Village wish to amend and restate the Declaration of Protective Covenants and Covenants for the Lakes Village previously recorded as Doc. No. 200433811530, Record of Flathead County, Montana to subject each and every property in the Lakes Village to the Amended and Restated Declaration and Protective Covenants, Conditions, Covenants and Restrictions, and Easements hereinafter set forth amending the Declaration of Protective Covenants and Covenants for the Lakes Village, each and all of which is and are for the benefit of said properties and for each Owner thereof and shall inure to the benefit and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any Owner thereof;

These restrictions, covenants, conditions and easements 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 President, 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.

WHEREAS, the Owners of the Lots contained within the Lakes Village wish to ~~desireous of maintaining~~ maintain said area ("the Neighborhood") 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 or the equal rights of the other owners of Lots in said Neighborhood;

That WHEREAS, the Owners of the Lots contained within the Lakes Village wish to subject all of said property hereinabove described as all that land as shown on and described as Tract 2 of Certificate of Survey No. 15698 (The Lakes Village, Phase I and II), Records of Flathead County, Montana, to the Conditions, Covenants and Restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof and shall inure to the benefit and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof,

NOW, THEREFORE, the owners of all of the real property above-described, hereby declares that the said real property is, and shall be, held, transferred, sold and conveyed, subject to the conditions, restrictions, covenants and reservations hereinafter set forth, and

All persons or corporations 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.

ARTICLE 1. DEFINITIONS

Section 1: Homeowners Association: The Lakes Master Homeowners Association, or its successors or assigns.

Section 2: Architectural Review Committee shall mean that body created in the "Declaration of Covenants, Conditions and Restrictions of Riverside at Whitefish (Omnibus)," i.e., "Omnibus Declarations."

Section 3: Owner shall mean and refer to 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, including a unit ownership pursuant to a recorded unit ownership declaration.

Section 4: Lot shall mean any plot of land shown upon any recorded Neighborhood plat or map of the property.

Section 5: Omnibus Declarations shall mean that Declaration of Covenants, Conditions and Restrictions, Riverside at Whitefish made and entered on July 22, 2003 and filed of record on July 29th, 2003 as 200321010460 and amended in Doc. No. 201200028382, Records of Flathead County, Montana.

Section 6: "Vote" or "voter" shall mean one vote per lot, subject to the provisions below, and provided that the Declarant herein shall be entitled to a vote for each lot it owns inclusive of a lot shown on a preliminary Neighborhood plat which has not received final Neighborhood plat approval.

ARTICLE II. RESTRICTIONS AS TO LAND USE

Section 1: Duplex Townhomes: Duplex Townhomes are the only permitted uses for all that land shown on and described as The Lakes Village, Phase I on the attached map.

Section 2: Single Family: Single Family Dwellings are the only permitted uses for all that land shown on and described as The Lakes Village, Phase II on the attached map.

Section 3: Business Activity: No trade, business or activity shall be conducted, carried on or practiced on any Lot or in a residence or dwelling constructed thereon and the owner of said Lot shall not suffer or permit any residence or dwelling erected thereon to be used or employed for any purpose that will constitute a nuisance in law or that will detract from the residential value of said Lot or the other Lots in said Neighborhood. A home office in the traditional sense may be maintained so long as such does not result in increased foot or vehicle traffic in the neighborhood.

ARTICLE III. CONDITIONS AS TO LANDSCAPING

Landscape treatment, required for all Lots, shall consist of a combination of irrigation system, turf, shrubs, trees, paving and groundcover materials as approved by the Architectural Review Committee as provided in Article II of the Omnibus Declarations.

ARTICLE IV. MISCELLANEOUS RESTRICTIONS

SPECIAL CONDITIONS, STIPULATIONS AND PROTECTIVE COVENANTS

The following special conditions, stipulations and protective covenants are hereby imposed upon all Lots in said Neighborhood:

Section 1: No dwelling shall be permitted or erected on any Lot with a fully enclosed area devoted to living purposes, exclusive of porches, patios, terraces, garages and other outbuildings of less than 1400 square feet. A garage shall be required and shall be of a size at least large enough to enclose two passenger automobiles, be at least twenty feet deep and twenty feet wide, containing a minimum area of 400 square feet. Any garage shall be entered from the alley and can be attached or detached.

Section 3: No radio, short wave or television antenna shall extend beyond the highest roofline of the individual residence unless approved by the Architectural Review Committee.

Section 4: All down spouts from gutters must have an extension or a splash block at the bottom carried out from the wall of the residence at least five feet, said extensions or splash blocks to be installed simultaneously with the down spouts.

Section 5: No elevated tanks of any kind shall be erected, placed or permitted upon any Lot. Any tank for use in connection with any residence on any Lot, including any tank for the storage of gas, fuel oil, gasoline or oil, must be buried or kept screened by adequate planting to conceal the same from the view of neighboring Lots, the street, common areas and waterways.

Section 6: All clotheslines, equipment, recreational vehicles, service yards, wood piles or storage piles shall be kept screened by adequate planting or other acceptable means so as to conceal the same from the view of neighboring Lots, from the waterways, from the street, and common areas.

Section 7: No temporary house, trailer, tent or other outbuilding shall be placed or erected on any Lot and no dwelling shall be occupied in any manner at any time prior to completion.

Section 8: Continuity of Construction: All structures shall have the exterior completed within twelve (12) months of commencement of construction and landscaped within eighteen (18) months thereof, unless an exception is granted in writing by the Architectural Review Committee.

Section 9: Landscaping and Fences: A variety of shrubs and evergreens, deciduous and non-deciduous plants must be used for a positive visual impact. Density must scale with home design and cover the entire perimeter. No hedges, shrubs or other plantings, or any structure shall be permitted which unreasonably obstructs the view of any owner or motor vehicle drivers. All or any fencing and landscaping must be approved by the Architectural Review Committee prior to installation. Fences shall have a maximum height of four (4) feet. When proposed fence is adjacent to a preexisting fence that is of a different height, the preexisting fence height shall prevail. All fences shall be preapproved by the Architectural Committee. Under no circumstances shall a fence be erected between the street and the house front.

Section 10: Parking: All lot owners shall be responsible for providing on-Lot parking in accordance with the Whitefish Zoning Ordinance, and each improved lot shall contain a paved driveway. No vehicles shall be parked on the streets, except for temporary visitor parking when such can be done safely.

Section 11: Architectural features: All homes submitted for review must have enough architectural features to enhance rather than detract from neighboring homes. Examples include rockwork, corbels, bellyband, gable ends, and window trim. Exterior utilities must be covered with siding that matches home exterior. Homes must have three contrasting colors and subject to the approval of the Architectural Review Committee. The use of masonry as a 4 sided architectural feature may count as one color.

Section 12: Nuisance: No noxious or offensive activity or structure shall be carried on nor shall anything be done or permitted which shall constitute a public nuisance therein. Owners shall maintain their property to neighborhood standards.

Section 13: Pet Containment and Privacy Screens: All dog runs or similar pet containment units, and all privacy screens shall be pre-approved by the Architectural Committee and shall be incorporated into the overall design of the dwelling.

ARTICLE VI. EXCEPTIONS

Notwithstanding anything contained herein to the contrary, there shall be excepted from the operation of both the above "Restrictions As To Land Use and Miscellaneous Restrictions" any private swimming pool provided that said swimming pool shall use circulating water, shall meet with the specifications and standards of the pertinent local government codes and ordinances, and provided further that the prior consent of the Architectural Review Committee to the construction of such private swimming pool is first sought and obtained.

ARTICLE VII. ENFORCEMENT

Section 1: Interested Parties: 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 positions 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 these Covenants, and in the event of litigation, shall be entitled to attorneys' fees.

Section 2: Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE VIII. TERM

The provisions of these protective covenants 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 Tract 2 of Certificate of Survey No. 15698 (The Lakes Village, Phase I and II), 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 Article, as determined in Article I.

ARTICLE IX. AMENDMENT

This Declaration may be amended by an instrument signed 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 Tract 2 of Certificate of Survey No. 15698 (The Lakes Village, Phase I and II), 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 Article provided that in any event an amendment shall not be valid unless approved in writing by the City of Whitefish.

IN WITNESS WHEREOF, the Declarant has executed this instrument the day and year first above written

THE LAKES MASTER HOMEOWNERS ASSOCIATION

By: _____
Wanda Good, President

STATE OF MONTANA)

: ss.

County of Flathead)

On this ____ day of _____, 2014, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, 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: _____

(SEAL)My Commission Expires: _____

