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588736 COVENANTS Pages: 3

STATE OF MONTANA LAKE COUNTY

RECORDED: 05/25/2021 11:41 KOI: COVENANTS

KATIE HARDING CLERK AND RECORDER

FEE: \$21.00 BY:

TO:

*Janet Munn dep*

**FIRST AMENDMENT TO THE SECOND AMENDMENT TO THE FIRST  
AMENDMENT TO THE FIRST AMENDED RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRWAY  
PROPERTIES II, MISSION BAY PHASES I, II, III, IV, V, VI, VII, VIII and IX,  
BROWN'S LAKEVIEW LOTS 5-14 AND MISSION BAY VILLAGE**

**RECITALS**

WHEREAS, Declarants, Patricia A. DiStefano ("DiStefano"), as to an undivided one-half ( $\frac{1}{2}$ ) interest, and Katherine M. Gayvert ("Gayvert"), as to an undivided one-half ( $\frac{1}{2}$ ) interest, remain the owners of more than one (I) lot within the properties described above; and

WHEREAS, Declarants, in consultation with the Mission Bay Homeowners Association, desires to amend the covenants, conditions and restrictions set forth in that document described above as recorded under Microfile No. 539418, records of Lake County, Montana in the following respects:

**AMENDMENT**

**NOW THEREFORE**, Declarants and Association hereby amend the Second Amendment to the First Amended Restated Declaration above described, which Amendment shall be binding upon all present owners of the real property and upon all parties having or acquiring any right, title or interest in the real property or any part thereof, and shall inure to the benefit of and be binding upon each successor in interest to the owners thereof, as follows:

3. Article IX, Protective Covenants, Section 13. Vehicles shall be amended to read as follows:

Section 13. Vehicles. There shall be no repairing of vehicles in the street. Each Lot shall contain a sufficient area for two off-street parking spaces, excluding the garage. There shall be no parking of vehicles on the street fronting any Lot. There shall be no overnight parking on any street. Guest parking is permitted only on driveways and on the designated parking areas on Lot 104 (the Community Center Lot). No motor homes, trailers, trucks



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exceeding one ton capacity, pickups carrying campers, campers, boats, boat trailers, or unsightly vehicles shall be parked or allowed to remain on any of the Lots or the adjoining streets. However, two exceptions are allowed- (i) such vehicles are allowed if they are stored in a garage or Accessory Building; and (ii) motor homes, camper trailers, and pickups carrying campers may be parked in a Lot's driveway for a period not to exceed 72 hours, to allow for loading, unloading and cleaning. Vehicle parking restrictions provided by this Restated Declaration will be strictly enforced, including but not limited to ticketing and towing of vehicles in violation. Snowmobiles, trail bikes, chainsaws and other noisy vehicles and equipment may not be used on any of the Real Property within the subdivisions without permission of the Association. This provision is not intended to preclude the entry of construction, maintenance, delivery, moving, or other such service vehicles while they are being utilized in connection with services for the Real Property.

Said Amendment shall be binding upon all present owners of the real property and upon all parties having or acquiring any right, title or interest in the real property or any part thereof, and shall insure to the benefit of and be binding upon each successor in interest to the owners thereof.

In all other respects the remaining terms and conditions of that Declaration of Protective Covenants, recorded under Microfile No. 539418, records of Lake County, Montana, remain unchanged and are hereby affirmed by Declarants.

In witness hereof the parties hereto execute this document the year and date first above written.

Patricia A. DiStefano  
Patricia A. DiStefano, Declarant

Katherine M. Gayvert  
Katherine M. Gayvert, by Patricia A.  
DiStefano her attorney in fact, Declarant

Mission Bay Homeowners Association

By: D. R. Dt  
Its: President

Patricia A. DiStefano



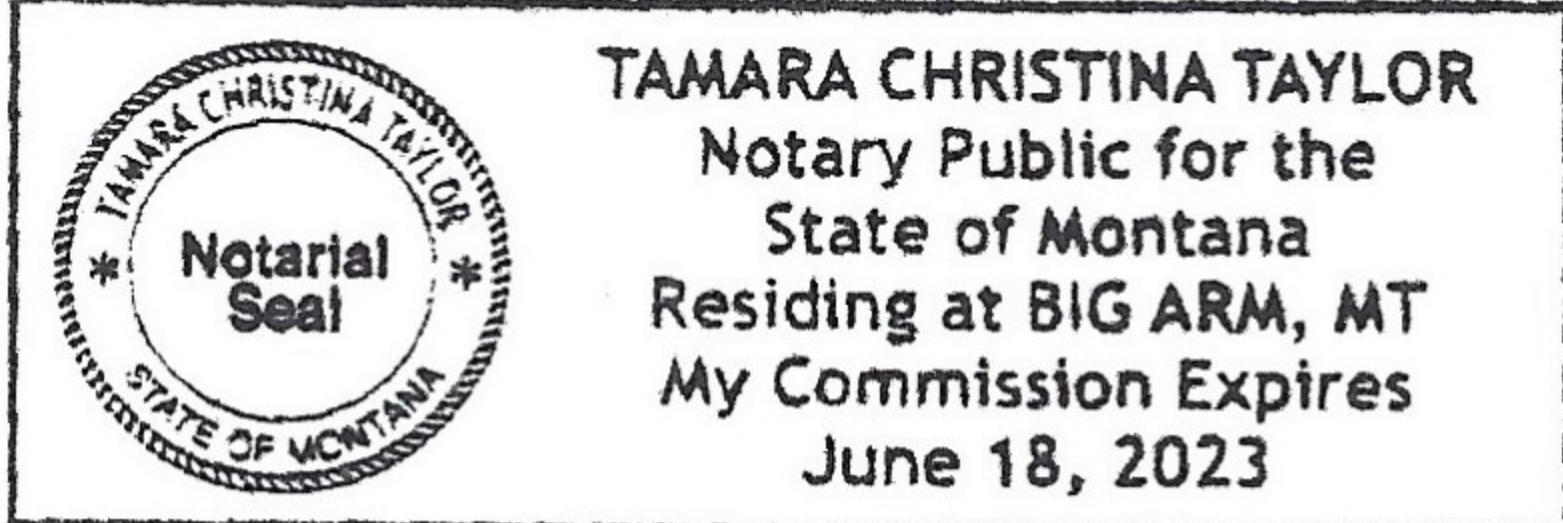
STATE OF )  
 : SS  
County of )

On this 12 day of May, 2021, before me, the undersigned, personally appeared, Patricia A. DiStefano, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

*Tamara Taylor*

Signature of Notary Public:  
(Seal)



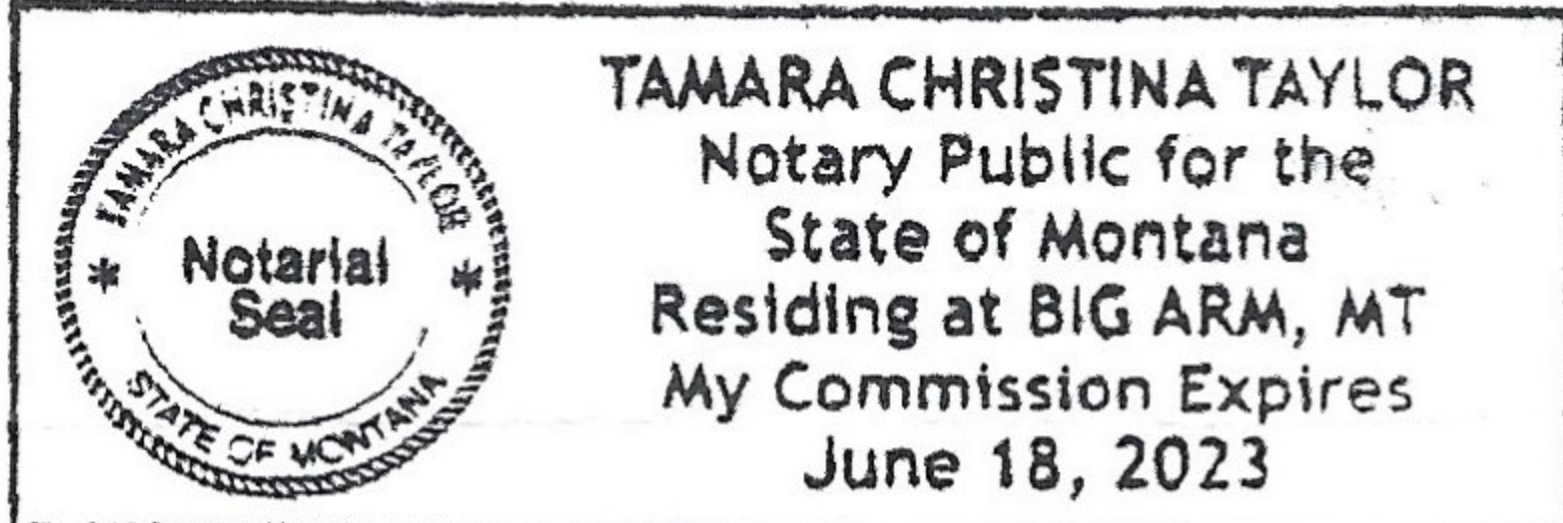
STATE OF )  
 : SS  
County of )

On this 12<sup>th</sup> day of May, 2021, before me, the undersigned, personally appeared, Patricia A. DiStefano, known to me to be the Power of Attorney for Katherine M. Gayvert, whose name is subscribed to the within instrument, and acknowledged to me that she 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.

*Tamara Taylor*

Signature of Notary Public:  
(Seal)



STATE OF )  
 : SS  
County of )

On this 17<sup>th</sup> day of May, 2021, before me, the undersigned, personally appeared, Dennis R. Duty, known to me to be the President of Mission Bay Homeowners Association, whose name is subscribed to the within instrument, and acknowledged to me that she 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.

*Nicole Goetsch*

Signature of Notary Public:  
(Seal)

