

MISSION Bay HOA
312 Montana Landing
Polson, MT 59860

580602 COVENANTS Pages: 3
STATE OF MONTANA LAKE COUNTY
RECORDED: 09/03/2020 11:47 KOI: COVENANTS
PAULA A HOLLE CLERK AND RECORDER
FEE: \$21.00 BY: Wanda R Root, Dsg
TO:

**SECOND 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 (½) interest, and Katherine M. Gayvert ("Gayvert"), as to an undivided one-half (½) interest, remain the owners of more than one (1) lot within the properties described above; and

WHEREAS, Declarants, in consultation with the Mission Bay Homeowners Association, desire to amend the covenants, conditions and restrictions set forth in that document described above recorded under Microfile No. 509198, records of Lake County, Montana in the following respects:

AMENDMENT

NOW THEREFORE, Declarants and Association hereby amend the First 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:

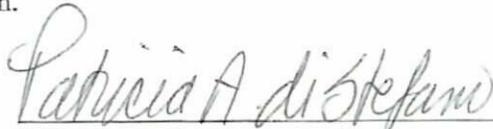
Section 13. Vehicles. There shall be no repairing of vehicles in the streets or designated parking areas. Vehicle maintenance or repairs being conducted on any Lot and not occurring inside of a garage, shall be limited to 24 hours. Each Lot shall contain a sufficient area for two off-street parking spaces, 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 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. No vehicle shall be placed on Mission Bay designated parking areas for the sole purpose of advertising or announcing the vehicle is for sale, without prior approval from the Board of Directors. Parking in Mission Bay designated parking areas shall be limited to 72 hours. 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 inure 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.

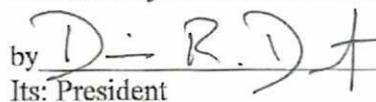


Patricia A. DiStefano, Declarant



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

Mission Bay Homeowners Association


Its: President

STATE OF)
: ss
County of)

On this 20th day of August, 2020, 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.

580602

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

STATE OF)
: ss
County of)

Tamara Funk

Signature of Notary Public
(Seal)

TAMARA CHRISTINA FUNK	
Notary Public for the	
State of Montana	
Residing at BIG ARM, MT	
My Commission Expires	
June 18, 2023	

Notarial Seal

On this 20th day of August, 2020, 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.

STATE OF Montana)
: ss
County of Lake)

Tamara Funk

Signature of Notary Public
(Seal)

TAMARA CHRISTINA FUNK	
Notary Public for the	
State of Montana	
Residing at BIG ARM, MT	
My Commission Expires	
June 18, 2023	

Notarial Seal

On this 31st day of August, 2020, before me, the undersigned, personally appeared, Dennis Duty, President of Mission Bay Homeowners Association, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.

Tressa Doyle

Signature of Notary Public
(Seal)

TRESSA DOYLE	
NOTARY PUBLIC for the	
State of Montana	
Residing at	
Ronan, Montana	
My Commission Expires	
August 23, 2022	

Notarial Seal

Dennis Duty

Signature of Notary Public
(Seal)

MISSION DAY HOA
312 Montana Landing
Polson MT 59860

580603 COVENANTS Pages: 3
STATE OF MONTANA LAKE COUNTY
RECORDED: 09/03/2020 11:50 KOI: COVENANTS
PAULA A HOLLE CLERK AND RECORDER
FEE: \$21.00 BY: Wanda R Rost, Dps
TO: _____

**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 (½) interest, and Katherine M. Gayvert ("Gayvert"), as to an undivided one-half (½) interest, remain the owners of more than one (1) 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 First 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, Section 6(a) of the First Amended Restated Declaration shall be amended to read as follows:

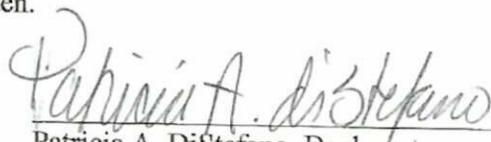
Section 6. Exterior Maintenance. (A) Single Family Residence. The Owner of each lot upon which a single family residential structure may or is located shall provide exterior maintenance upon such Lot and structures, if any, to include painting and repairing the structures; maintaining the lawn and grounds including trimming to preclude weeds, underbrush, and other unsightly growths; and not permitting refuse piles or other unsightly objects to accumulate or remain on the grounds. In providing such exterior maintenance, the Owner shall maintain the exterior color, design and appearance, including landscaping, as originally approved by the MBDRC. In the event

any Owner shall fail or neglect to provide such exterior maintenance, the Association shall notify such Owner in writing specifying the failure or neglect. Such notice shall demand that the Owner remedy the failure or neglect, within twenty (20) days if related to maintenance of the single family structure or within five (5) days if related to matters other than maintenance of the single family structure (e.g., lot, lawn, weeds or refuse). If the Owner shall fail or refuse to provide such exterior maintenance within the time frames prescribed above, the Association may then enter such Lot and provide required maintenance at the expense of the Owner. The full amount, plus an administrative fee of \$25, shall be due and payable within thirty (30) days after the Owner is billed therefore and shall become a special assessment upon that Lot. The Association may exercise all rights to collect that assessment. Such entry on the Lot by the Association shall be deemed written.

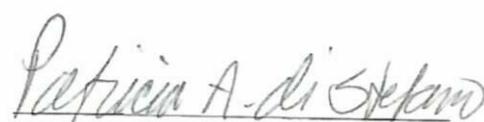
Said Amendment shall be binding upon all present owners of the real property and upon all parties having or acquiring any right, title or interest in the real property or any part thereof, and shall inure to the benefit of and be binding upon each successor in interest to the owners thereof.

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.

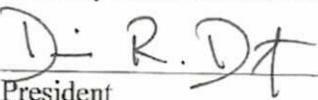


Patricia A. DiStefano, Declarant



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

Mission Bay Homeowners Association

By 

Its: President

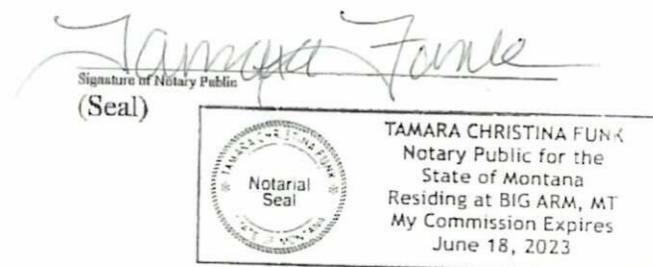
STATE OF _____)
: ss
County of _____)

On this 20th day of August, 2020, 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.

580603

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

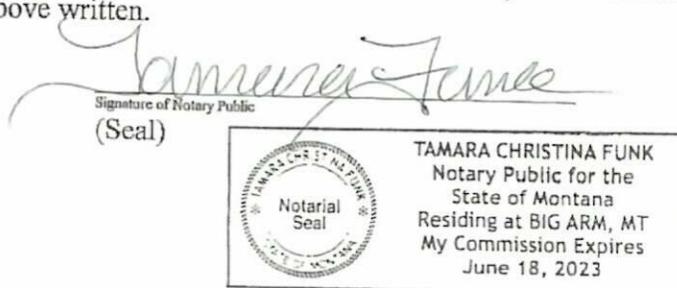
STATE OF)
County of)



On this 26th day of August, 2020, 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.

STATE OF Montana)
County of Lake)



On this 31 day of August, 2020, before me, the undersigned, personally appeared, Demis Duty, President of Mission Bay Homeowners Association, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.

