

29-

382021

**AMENDMENT OF
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT, executed on the 20th day of May, 1997, by PACK RIVER LTD. CO., a Limited Liability Company, Declarant, to that Declaration of Protective Covenants, Conditions and Restrictions recorded under Microfile No. 369441, records of Lake County, Montana.

WITNESSETH:

WHEREAS, Declarant is the present owner of greater than 2/3 of the lots encumbered by the above-referenced Declaration of Protective Covenants, Conditions and Restrictions; and

WHEREAS, Declarant, or its assigns, intends to subdivide and develop properties to the east of and adjacent to that real property presently encumbered by the above-referenced covenants; and

WHEREAS, Declarant's subdivision shall be known and referred to as Mission Bay; and

WHEREAS, Declarant intends that the properties to be known as Mission Bay are to be governed by the above-referenced Declaration of Protective Covenants, Conditions and Restrictions, as amended from time to time, that the respective lot owners are to be Members of the subject Homeowners Association referenced therein; and

WHEREAS, In order to accommodate the inclusion of properties, the following amendments are deemed necessary by Declarant.

NOW THEREFORE, the Declaration of Protective Covenants, Conditions and Restrictions recorded under Microfile No. 369441, records of Lake County, Montana, is amended as follows:

1. Paragraph I.A. is amended to read as follows:

A. ASSOCIATION shall mean the Slack Point Ranch Homeowners Association, Inc., its successors and assigns. Upon approval by the Secretary of the State of Montana, the Association name shall be changed to Mission Bay Homeowners Association, Inc.

2. Paragraph I.L is amended to read as follows:

L. PROPERTIES shall be described on Exhibit "A" attached hereto and any subsequent property encumbered by these covenants as amended from time to time and brought within the Association. Those properties associated with the Mission Bay subdivision, as described on Exhibit "B" attached hereto and by this reference made a part hereof as though fully set forth at this place, are intended by Declarant to be encumbered by these Covenants as amended from time to time and brought within the Association in conjunction with proposed phases of development. Specific Protective Covenants, Conditions and Restrictions, particular to the lots within each respective phase, will be set forth within the Declaration recorded in conjunction with final plat approval of each Phase of Mission Bay Subdivision. Such special provisions appurtenant to each Mission Bay Subdivision phase shall not be considered an Amendment or modification of this Declaration and approval of lot owners pursuant to Section XXVII.E. is not required.

3. Paragraph III shall be Amended to read as follows:

Except as provided in Section XXVII. below no lot shall be used except for private residential purposes. No building shall be erected on any lot except one single family residence and a private garage. The term private residence as used herein excludes every form of business or commercial use of real property.

382021

4. Paragraph VII.A. shall be Amended to read as follows:

A. The orientation, location, color and type of exterior siding and roofing of residential buildings shall be approved by the Architectural Control Committee. Each building shall be located so as to keep all buildings as aesthetically compatible as possible with their natural surroundings and each other. All structures on the property must have a minimum pitch consisting of 4 inches of rise for 12 inches of run and a minimum eave rake of 1 foot.

5. Paragraph XVIII shall be Amended to read as follows:

Except as provided in Section XXVII. below, no trade, commercial, or manufacturing enterprise, or business activity of any kind shall be conducted or carried on upon any lot, or within any building located in the subdivision; nor shall any goods, equipment, vehicle or material used in connection with any trade, service or business be kept or stored outside of any building nor in any manner objectionable to other residents of this subdivision.

6. Paragraph XXVII.E. shall be Amended to read as follows:

E. DURATION: The Covenants, Conditions and Restrictions herein contained are to run with the land and shall continue in full force and effect for a period of thirty-five (35) years from the date hereof, at the end of which time the same shall be automatically extended for successive periods of ten (10) years. At any time after the date hereof, the then owners of two-thirds (2/3) or more of the lots described herein as shown on the recorded Map thereof may elect to amend said Covenants, Conditions and Restrictions. With regard to specific Covenants, Conditions and Restrictions appurtenant solely to the lots within the respective phases of development of the Mission Bay Subdivision, it is only the owners of the Lots located within that particular subdivision phase that have the right to vote for amendment thereof. As to any Amendment of Covenant not pertinent solely to a particular phase of the Mission Bay subdivision, the owners of all lots then encumbered by this Declaration shall be entitled to vote thereon.

IN WITNESS WHEREOF, the undersigned executes this Amendment to Declaration of Protective Covenants the day and year first above written.

PACK RIVER LTD. CO., a Limited Liability Company

By:

Ford Elsaesser

Receiver, U.S. Dist. Court Dist.
of Idaho, #CIV-96-0478

STATE OF IDAHO

)

:ss.

County of Bonner

)

On this 20 day of May, 1997, before me, the undersigned Notary Public for the State of Idaho, personally appeared Ford Elsaesser, known to me to be the Receiver, U.S. Dist. Court, Dist. of Idaho, #CIV-96-0478 that executed the within instrument, and acknowledged to me that said Company 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.

Lori Young
Notary Public for the State of ID #8710
Residing at Spokane, WA
My commission expires 6-13-2000 OF 101

EXHIBIT "A"
Amended Covenants

Fairway Properties II, Phase I, Phase II and Phase III, subdivisions of Lake County, Montana, according to the maps or plats thereof on file in the office of the Clerk and Recorder of Lake County, Montana.

EXHIBIT "B"
Amended Covenants

Parcel 1

A parcel of land located in portion of Section 2, Township 22 North, Range 20 West, and portion of Lot 2 and Lot 3 in Section 35, Township 23 North, Range 20 West, P.M.M., Lake County, Montana, and portion of Block 4 and Block 5 of Slack Villa and Orchard Tracts Addition No. 1, a recorded subdivision of Lake County, Montana, and more particularly shown and described as being Tract B-1 on COS 5196, on file in the office of the Clerk and Recorder of Lake County, Montana.

EXCEPTING THEREFROM, Slack Point - I, a subdivision of Lake County, Montana, according to the map or plat thereof on file in the office of the Clerk and Recorder of Lake County, Montana.

FURTHER EXCEPTING THEREFROM, Slack Point - II, a subdivision of Lake County, Montana, according to the map or plat thereof on file in the office of the Clerk and Recorder of Lake County, Montana.

Parcel 2

Government Lot 1 in Section 2, Township 22 North, Range 20 West, P.M.M., Lake County, Montana.

Parcel 3

Government Lot 1 in Section 35, Township 23 North, Range 20 West, P.M.M., Lake County, Montana.