

FAIRWAY PROPERTIES II
SECOND AMENDMENT OF
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS AMENDMENT, executed on the 22ND day of August, 1997, by NORTHWEST HOLDINGS, l.l.c., a Limited Liability Company, Declarant, to that Declaration of Protective Covenants, Conditions and Restrictions recorded under Microfile No. 369441, records of Lake County, Montana, and amended by Amendment of Declaration of Protective Covenants, Conditions and restrictions, recorded under Microfile No. 382021;

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 is 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 and first Amendment described above are amended as follows:

1. Paragraph II.1.(b) is amended to read as follows:

(B) Except for maintenance and management of the Common Area and campfires at the community beach fire pit, open fires on or in and around the Common Area shall be prohibited; provided, however, that propane stoves and barbecue grills may be permitted if they shall be closely monitored at all times when in use.

2. Paragraph VII. is amended to read as follows:

An Architectural Control Committee is hereby established. All building locations, building plans, landscape plans, color and type of exterior siding and roofing, must be approved by said committee prior to construction. All buildings and improvements constructed on the property shall comply with the following architectural and design controls, which said controls shall be administered by the Architectural Committee and no construction shall commence without obtaining a written Notice to Proceed from the Architectural Control Committee after acceptance of site plans and specifications by said Architectural Control Committee.

3. Paragraph VII.A. is amended to read as follows:

A. The orientation, location, color and type of exterior siding and roofing for 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. Roofing material shall be Certain Teed Horizon "weathered wood" or approved equivalent.

4. Paragraph VII.F. is amended to read as follows:

F. All garages shall be a minimum of two car garage and no more than 3 garage doors may face the front yard or street side. Single garage doors cannot be more than 10' in width and 8' in

height. Double garage doors cannot be more than 16' in width and 8' in height.

5. Paragraph VII.H. is amended to read as follows:

H. The maximum height of any structure upon a lot shall not exceed 28 feet in elevation above the natural ground elevation at the point of intersection of two diagonal lines each extending from corner to corner of the subject lot.

6. Paragraph X. is amended to read as follows:

No transmitting or receiving antennas shall be erected or maintained within or upon any lot except those devised which may be erected and maintained entirely within the enclosed portion of the dwelling thereon. Satellite dishes are allowed if attached to the dwelling and do not exceed 18" in diameter.

7. Paragraph XII. is amended to read as follows:

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats and other household pets may be kept provided that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities. As used in this declaration "unreasonable quantities" shall be deemed to limit the number of dogs, cats and other household pets to two (2) each. All dogs shall be kept on a leash within the subdivision when not in a fenced yard.

8. The first unnumbered paragraph of Paragraph XVII. is amended to read as follows:

Within six months of occupancy or completion of a residence constructed upon a lot, the Owner must landscape the lot according to the approved landscape plan, utilizing trees, shrubs and lawn so as to keep all lots as aesthetically compatible as possible with the natural surroundings and each other. Said lawn must be maintained at all times to meet the standards of compatibility set forth herein and watered as necessary.

9. Paragraph XX. is amended to read as follows:

There shall be no exterior fires unless contained in a structure such as a barbecue pit except as set forth in Paragraph II.A.1.(b), above.

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

STATE OF MONTANA, COUNTY OF LAKE

Recorded At 2:37 O'Clock P M. AUG 25 1997 **NORTHWEST HOLDINGS 1.l.c., a Limited Liability Company**
 Microfilm 384072 RUTH E. HODGES Recorder

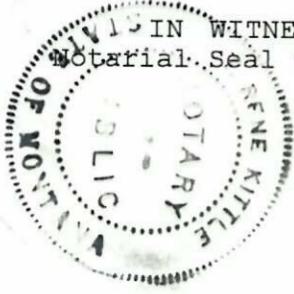
es \$ 12 00 By Vicki Rieke Deputy

By: Dennis R. Duty

STATE OF Montana)
 County of Lake)
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On this 22 day of August, 1997, before me, the undersigned Notary Public for the State of Mont, personally appeared Dennis R. Duty, known to me to be the Managing partner of the company that executed the within instrument, and acknowledged to me that said (s)he executed the same for and on behalf of said Company.

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



J. Rose Kline
 Notary Public for the State of MT
 Residing at Polson
 My commission expires 9/4/98

Return: Clint Fischer
 P O Box 879

Polson MT 59860