

MISC.

BOOK 682 PAGE 309

DECLARATION OF CONDITIONS, COVENANTS & RESTRICTIONS

THIS DECLARATION, made this 9th day of November 1979, by FRANCIS L. BITNEY, of Flathead County, Montana, hereinafter referred to as "Declarant;"

WITNESSETH:

WHEREAS, Francis L. Bitney is the owner of the Southeast Quarter (SE $\frac{1}{4}$) of Section 31, and the Southwest Quarter (SW $\frac{1}{4}$) of Section 32, Township 28 North, Range 19 West, P.M.M., Flathead County, Montana; and

WHEREAS, Declarant is desirous of subjecting the said real property 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 of and shall 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, Declarant, being the owner 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;

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 located in the tracts hereinabove described, or any parcel thereof, and with their heirs, 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.

PROTECTIVE COVENANTS

General Provisions:

No piece, parcel, tract or any part of the herein described property shall be used at any time for any business, trade, manufacture or any other commercial purpose whatsoever. However, the Declarant shall be allowed to carry out what sales activity is necessary to promote the development of said premises.

No individual sewage disposal system shall be permitted on any building site unless that system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Montana State Board of Health and the County Board of Health.

All costs for extension of utilities and telephone lines will be borne by lot owners.

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No part of this property shall be used or maintained as a dumping or storage ground for rubbish, trash, garbage, old automobiles or other wastes. All garbage cans shall be tightly covered.

No automobiles, automobile bodies or parts thereof may be left exposed to public view in an inoperative condition, except during the period the owner is actively engaged in the overhaul or repair (not to exceed four (4) weeks) of any and only one (1) such vehicle at a given time.

No signs, advertising billboards or advertising structures of any kind shall be erected, used or maintained on this property, except for the purpose of advertising for sale or rent the property upon which it is erected.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, particularly feed lots, pig or poultry farms and trailer courts.

No person shall be allowed to discharge any firearm at any time, and no person shall kill any game animals, birds or other wildlife, except rodents, within the development area.

No lot or parcel shall be subdivided to provide parcels of less than five (5) acres in size for any purpose, unless approved by the Area Planning Board. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling (and one guest house not to exceed 600 square feet). No building or improvement shall be for use as apartments, duplexes, nor any other multiple dwelling unit. A single family dwelling may include a private garage/workshop (for not more than three cars) and outbuildings for use as tool sheds, boat storage or barns.

All houses constructed upon the premises shall be constructed in keeping with the location, terrain and environment of the premises and so as not to be unsightly. No houses shall have a silver metal roof or metal siding that is shiny, and all outbuildings shall likewise be so constructed.

Barns, garages, or other buildings shall be in keeping with the architecture of the single family dwelling, and be kept in good repair and appearance and maintained in a sanitary condition, with maintenance of strict fly and pest control measures.

No temporary building or partly finished building structure shall be erected or placed upon this property.

The parking and/or storage of a single personal camping trailer or pickup camper is permitted.

No housetrailer or mobile homes can be used for residential purposes.

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No old or previously used buildings, whether intended for use in whole or part as the main residential structure or for use as a garage or other outbuilding, shall be moved or permitted upon any of the property herein described.

Each dwelling shall be fully completed externally, including siding and/or masonry, paint and roof, ground rough graded, and building debris removed within one (1) year from the time construction starts on such building.

No building shall be located on any parcel nearer than twenty five (25) feet to any property line, or nearer than fifty (50) feet of a platted road.

Animals & Pets:

No animals or birds of any kind shall be raised, bred, kept or maintained on any lot for commercial purposes. One (1) horse per five (5) acre parcel will be allowed, provided the animal is not an annoyance or nuisance or disturbance to the neighborhood or the residents of any of the other lots and the animal must be confined to the owner's property. An adequate enclosure must be provided for such animal and must be constructed to conform to the provisions hereof relating to outbuildings.

Two (2) dogs, or two (2) cats per household will be allowed, provided they shall be confined to the immediate residential area in such a manner as to insure the safety of wildlife and neighboring livestock or pets. Specifically, the running of wildlife or domestic livestock by pets shall be considered a nuisance.

All animals and pets maintained on any parcel under the foregoing provisions must further not create or cause a violation of any of the covenants contained herein, such as an annoyance or nuisance or disturbance to the neighborhood or the residents of any of the other lots.

Road Users Association:

The Declarant has constructed all roads required for the development of the premises, except for private roads, across the various parcels to the homesites. The maintenance of the roads so constructed shall be the responsibility of the landowners in accordance with their benefit and use thereof. If a majority of the owners of said parcels determine a need for the development of an association for road improvement or maintenance purposes, they may form such an association. If such an association is formed by a majority of the lot owners, membership in said association shall be required for each newly formed lot. The Declarant shall be considered an owner and entitled to one (1) vote for each parcel that it owns until such parcel is sold. The members, by majority vote, may determine assessments for the purpose of purchasing equipment or letting maintenance contracts required for maintenance and improvements and for other maintenance costs incurred on said roads. Any assessments approved by a majority of the members of the association

MISC.

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shall be binding upon all members and any assessments levied by the association not paid when due shall become a continuing lien on the property which shall be binding upon the owners of the various parcels, their heirs, personal representatives, successors and assigns.

TERM AND ENFORCEMENT: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of fifteen (15) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by 75% of the owners of the parcels sold have been recorded, agreeing to change said covenants in whole or in part.

Every person hereafter receiving any right, title or interest in any tract of said property, shall have the right to prevent or stop violation of any of the said restrictions by injunction or other lawful procedure, in law or in equity, against the person or persons violating or threatening to violate these covenants. Any person who shall prosecute any action successfully may recover any damages resulting from such violation, and IT IS EXPRESSLY UNDERSTOOD by any person purchasing this property, that if an action is successfully brought against him for a violation of these covenants, that a reasonable attorney's fee shall be assessed against him in addition to any other damages.

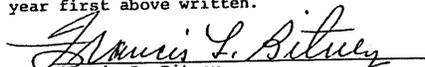
Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

Home Owners Association:

Home owners may, by separate legal document, form, at their expense, a Home Owners' Association. In the event of said formation, each home owner will receive one (1) vote for each five (5) acres owned.

These covenants may be altered or additions made thereto with the written consent of the owners of seventy five per cent (75%) of the parcels of the then owners of lots agreeing thereto by written amendment, acknowledged by signature and filed with the office of the County Clerk and Recorder of Flathead County, Montana.

EXECUTED the day and year first above written.


Francis L. Bitney

Declarant

MISC.

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STATE OF MONTANA)
) ss.
County of Flathead)

On this 9th day of November, 1979, before me, the undersigned Notary Public for the State of Montana, personally appeared FRANCIS L. BITNEY, known to me to be the person whose name is subscribed to the foregoing 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.



Sharon Hooley
Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission expires: 3-21-82

Return TO:
Francis L. Bitney
Box 1044
Kalispell, mt.

STATE OF MONTANA, } ss
County of Flathead }

Filed for record at the request of CHTC
this 13th day of Nov., 1979 at 10:01 o'clock A M and recorded in VOL. 682
PAGE 309 Records of Flathead County, State of Montana.
Fee \$ 10⁰⁰ Pd.

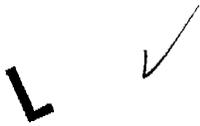
INDEXED	<input checked="" type="checkbox"/>
COPIED	<input checked="" type="checkbox"/>
CONFIRMED	<input checked="" type="checkbox"/>

Linda J. Hindman
Flathead County Clerk and Recorder

Janet M. Harris
Deputy

RECEPTION NO. 17331
RETURN TO _____

2001038 10100



FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT is made as of December 2000 by and amongst the property owners of the following real property:

SE1/4 of Section 31 and the SW1/4 of Section 32, Township 28N, Range 19W, P.M.M, Flathead County, Montana.

RECITALS:

- 1. On November 9, 1979, Francis L. Bitney executed a declaration of conditions, covenants and restrictions, which covenants were recorded at Book 682 page 309, Flathead County Records. These covenants were primarily intended to regulate use and development of property which border "Lake of the Woods" in Sections 31 and 32 of Township 28N, Range 19W.
2. The owners of these same properties, who are successors in interest to Francis L. Bitney, now desire to revise and update the Declaration of Covenants with this instrument.
3. The previously recorded covenants provide that 75% of the owners may, by written instrument, revise the covenants.

NOW THEREFORE the property owners do hereby amend the previous covenants as follows:

- 1. Name: The group of homeowners surrounding Lake of the Woods and whose properties are affected by these covenants shall be known as the "Lake of the Woods Property Owners."
2. Use Restrictions: There shall be no public access nor public use of the lake. All use of the lake shall be limited to lakeshore property owners and to guests and tenants of such owners. No property owner may grant or convey any easement, right of access or use to another property or to the public for use of the lake. Additionally, there shall be no motorized water craft used on Lake of the Woods.

WE THE UNDERSIGNED being owners of property on Lake of the Woods or owning property which are affected by the previously recorded covenants do hereby agree to this amendment. We have signed our names on subsequent pages designated "Lake of the Woods Covenant Amendment Signature page."

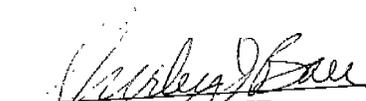
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200103810100

LAKE OF THE WOODS COVENANT AMENDMENT SIGNATURE PAGE

ASSESSOR/TRACTNUMBER


LARRY L. BAER


SHIRLEY J. BAER

0976086 / 2E
0000292 / 2EA

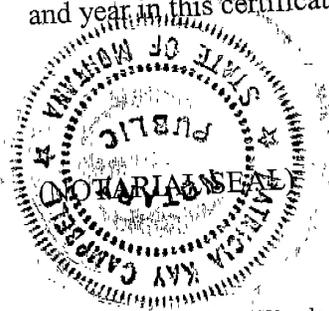
STATE OF MONTANA)

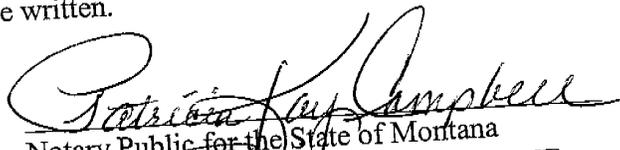
:ss.

County of Flathead)

On this 11th day of ~~December~~ ^{January 2001}, 2000, before me, the undersigned, a notary public for the State of Montana, personally appeared Larry L. Baer and Shirley J. Baer, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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: Bigfork, MT
My commission expires: 10-02-03

200103810100

LAKE OF THE WOODS COVENANT AMENDMENT SIGNATURE PAGE

ASSESSOR/TRACTNUMBER

Thomas Holycross
THOMAS HOLYCROSS, SR.

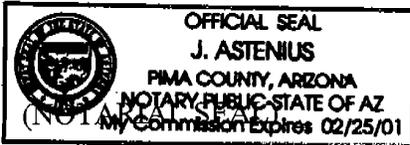
Carolynn M. Holycross 0974446
CAROLYNN M. HOLYCROSS 0975268 / 4AF

Thomas Holycross, Jr.
THOMAS HOLYCROSS, JR.

STATE OF Arizona)
:ss.
County of Pima)

On this 20th day of January, 2001, before me, the undersigned, a notary public for the State of Arizona, personally appeared Thomas Holycross, Sr., and Carolynn M. Holycross known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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.



J. Astenius
Notary Public for the State of Arizona
Residing at: 10585 N. Oracle Rd. Oro Valley, AZ
My commission expires: 02/25/01

STATE OF MONTANA)
County of Flathead)
:ss.

On this 31st day of January, 2001, before me, the undersigned, a notary public for the State of Montana, personally appeared Thomas Holycross, Jr., 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.

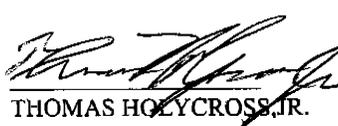
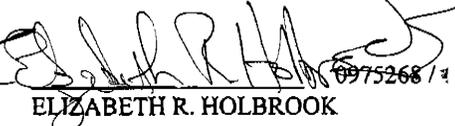


Tana Woepfel
Notary Public for the State of Montana
Residing at: PolisPELL, MT
My commission expires: May 19 2004

200103810100

LAKE OF THE WOODS COVENANT AMENDMENT SIGNATURE PAGE

ASSESSOR/TRACT NUMBER


 THOMAS HOLYCROSS, JR.
 
 ELIZABETH R. HOLBROOK

0975268 / 4 AF.
0974440

STATE OF MONTANA)

:ss.

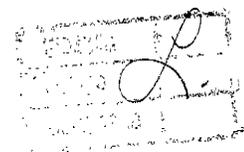
County of Flathead)

On this 31st day of January, 2001, before me, the undersigned, a notary public for the State of Montana, personally appeared Thomas Holycross, Jr. Elizabeth R. Holbrook, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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 MT
 Residing at: Kelso
 My commission expires: May 16, 2001



Return to: **RANDALL A. SNYDER**
 Attorney at Law
 P.O. Box 717
 Fork, MT 59911

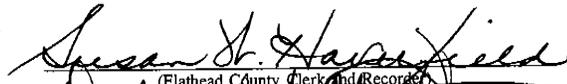
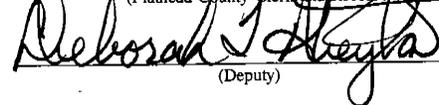
STATE OF MONTANA, }
 County of Flathead } ss

Recorded at the request of Randy Snyder
 this 7 day of Feb, 2001 at 10:10 o'clock AM and recorded in
 the records of Flathead County, State of Montana.

Fee \$ 90 Pd.

RECEPTION NO 200103810100

RETURN TO _____


 Susan H. Haysfield
 (Flathead County Clerk and Recorder)

 Deborah J. Heyda
 (Deputy)

200103810110

Thomas W. Holycross Sr.
Thomas W. Holycross, Sr.

Carolynn M. Holycross
Carolynn M. Holycross

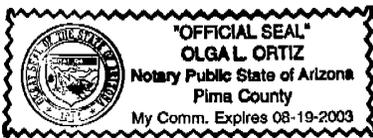
STATE OF Arizona
:SS.
County of Pima

On this 27th day of December, 2000, before me, the undersigned, a notary public for the State of Arizona, personally appeared Thomas Holycross, Sr. and Carolynn M. Holycross, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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.

Olga L. Ortiz
Notary Public for the State of Arizona
Residing at: 10585 N. Oracle Rd.
My commission expires: 08-19-2003

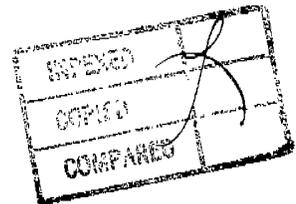
(NOTARIAL SEAL)



STATE OF MONTANA)
County of Flathead) SS
Recorded at the request of Snyder Law this 7 day of Feb 2001 at 10:11
o'clock 12 M and recorded in the records of Flathead County, State of Montana.
Fee \$ 12. Pd. Susan W. Haverfield
Flathead County Clerk and Recorder
Char Terry
Deputy

DOCUMENT NO. 200103810110

Return to: RANDALL A. SNYDER
Attorney at Law
P.O. Box 717
Bigfork, MT 59901





See Attached Assr #'s



After recording please return to:

Lake of the Woods Homeowners' Association
Attn: Lee Helgeland
997 Lake of the Woods Lane
Bigfork, MT 59911

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions ("Amendment") is made as of October 29, 2019, by and amongst the property owners of the following real property (hereafter "Real Property"):

SE¼ of Section 31 and the SW¼ of Section 32, Township 28N, Range 19W, P.M.M., Flathead County, Montana.

RECITALS

1. On November 9, 1979, Francis L. Bitney executed a Declaration of Covenants, Conditions and Restrictions, which was recorded with the Office of the Clerk and Recorder of Flathead County, Montana, on November 13, 1979, as Book 682 Page 309 (the "Original Declaration").
2. The Original Declaration was subsequently modified in December of 2000 by the First Amendment to Declaration of Covenants, Conditions and Restrictions, which was recorded with the Office of the Clerk and Recorder of Flathead County, Montana, on February 7, 2001, as document number 200103810100.
3. The owners of the Real Property, who are successors in interest to Francis L. Bitney, now desire again to revise and update the Original Declaration with this instrument, which only pertains to "Lake of the Woods Property" (as defined in **Exhibit A**) and not the remaining parcels, lots, and tracts contained within the Real Property.
4. The Original Declaration provides that it may be amended upon the written consent of 75% of the parcels of the then owners of the Real Property.



DECLARATION

NOW THEREFORE, the Real Property owners do hereby amend the Original Declaration so that all the Lake of the Woods Property shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Lake of the Woods Property.

1. **Definition of Commercial Purpose – Prohibition of Short Term Rentals Surrounding Lake of the Woods.** Lake of the Woods Property shall not be leased or rented for increments of time less than 30 days. This is expressly intended to prohibit vacation rentals and daily/weekly rentals, which are deemed a commercial purpose inconsistent with the residential nature of the community surrounding Lake of the Woods.
2. **Prohibition of Motorized Craft.** No motorized craft of any kind, whether used upon water, snow, ice, or otherwise, may be operated upon Lake of the Woods.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the President of the Lake of the Woods Homeowners' Association, has executed this Amendment and hereby certifies, in his capacity as President of the Association, that this Amendment has been approved and consented to by the requisite number of owners of parcels within the Real Property as of the date first written above as evidenced by the President's Certificate attached hereto as **Exhibit B**, including the written consents and approvals attached thereto.

Lake of the Woods Homeowners' Association

By: *Lee Helgeland*
Name: Lee Helgeland
Title: President

STATE OF MONTANA)
 :SS
County of Flathead)

This instrument was acknowledged before me on October 29, 2019, by Lee Helgeland, as President of Lake of the Woods Homeowners' Association, an unincorporated association.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.

Grant S Snell
Notary Public for the State of Montana

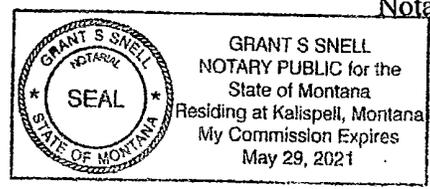




Exhibit A

Lake of the Woods Property

As used in the Amendment, the term "Lake of the Woods Property" shall refer to the real property located within the Real Property in Flathead County, Montana, which historically surrounds the lake known as *Lake of the Woods* with the following assessor numbers and tract numbers:

Tract	Assessor	Owner
3	0071271	Oneiro Revocable Living Trust
1A+	0968144	Bucketheads Trust
1AA	0970059	Bear Claw Montana LLC
1AB	0970103	Russell B. Axelrod
1CA+	0979092	Helgeland Family Trust
1CAA	0001653	Helgeland Family Trust
1DB	0973740	Robert E & Rita K Holcomb
1F	0000292	Scott R. & Maureen E. Carlson
2A	0971549	John V. & Lori A. Van Arendonk
2AA	0970059	Bear Claw Montana LLC
2AB	0970103	Russell B. Axelrod
2D	0971702	Cheryl MC Crummen Trust
2DA	0971703	John V. & Lori A. Van Arendonk
2DB	0973740	Robert E & Rita K Holcomb
2E	0976086	Thomas Geyer
2EA	0000292	Shirley Baer
2EB	0000292	Scott R. & Maureen E. Carlson
3A	0968685	Oneiro Revocable Living Trust
3AA	0971549	John V. & Lori A. Van Arendonk James & Alyson Illich Revocable Trust
3AB	0973719	Trust
3B	0971703	John V. & Lori A. Van Arendonk
4A	0284920	Thomas W. Holycross Jr.
4AG	0975263	Michael V. Reisberg
3E	0971702	Cheryl MC Crummen Trust
4+	0475449	Hodgeboom Revocable Trust
4AF	0974446	Daniel & Beverly Hogan

Exhibit B

Secretary's Certificate

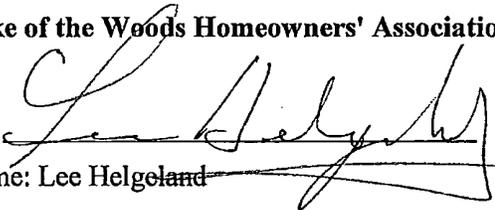
The undersigned, in his capacity as President of Lake of the Woods Homeowners' Association, an unincorporated association (the "Association"), and not in his individual capacity, hereby certifies as follows:

1. The Amendment has been consented to and approved in writing by at least 75% of the owners of the parcels contained within the Real Property; and
2. Attached to this Secretary's Certificate are true and correct copies of the written consents and approvals with respect to the Amendment received from owners.

Capitalized terms used but not defined in this Secretary's Certificate shall have the meanings given to them in the Amendment.

Executed on October 29, 2019.

Lake of the Woods Homeowners' Association

By: 

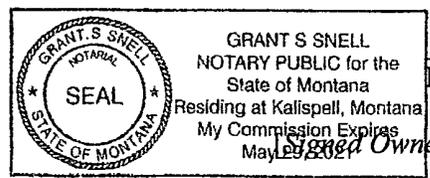
Name: Lee Helgeland

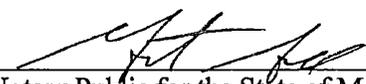
Title: President

STATE OF MONTANA)
)
:SS
County of Flathead)

This instrument was acknowledged before me on October 29, 2019, by Lee Helgeland, as President of Lake of the Woods Homeowners' Association, an unincorporated association.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.





Notary Public for the State of Montana

[Signed Owner Consents and Approvals Follow]

0071271
0968144
0970059
0970103
0979092
0001653
0973740
0000292
0971549
0970059
0970103
0971702
0971703
0973740
0976086
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0968685
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