

MISC.

BOOK 554 PAGE 50

RESTRICTIVE COVENANTS OF LAKEVIEW PARK ESTATES

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, JOHN V. COOLEY and FLORENCE R. COOLEY, husband and wife, owners of the hereinafter described land, hereinafter called Declarants, are desirous of subjecting said property to the restrictions, covenants and reservations 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 pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof:

That portion of the SW $\frac{1}{4}$ of Section 6, Township 26 North, Range 20 West, M.P.M., particularly described as follows: Beginning at the SW corner of Section 6; thence along the West line of Section 6, 1321.37 feet; thence North 89° 58' 40" East 1316.88 feet; thence South 0° 05' 52" West 4° 72' 14"; thence South 0° 03' 35" West 538.67 feet; thence South 89° 56' 25" West 194.13; thence South 0° 3' 35" West 309.70 feet to the south line of Section 6; thence Along the south line S 89° 56' 25" West 1121.06 feet to the point of beginning; containing 38.52 acres of land, more or less;

the same being real property plotted as LAKEVIEW PARK, a subdivision of Flathead County, Montana.

NOW THEREFORE, Declarants hereby declare that the real property described is and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants and reservations hereinafter set forth:

No lot shall be used except for residential purposes, and no building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling not to exceed two stories in height and private garage for not more than three (3) cars. No lot or lots within said plat shall be subdivided into one or more lots without the approval of the Flathead County Planning Board (if such Board is still in existence), and the Flathead Board of County Commissioners.

No building, fence or wall shall be erected, placed or altered on any lot until construction plans and specifications and a plot plan showing the location of the structure, or structures, have

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been approved by the Control Board, in writing, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

No prefabricated or factory built home shall be allowed unless approved by the Control Board. No old building shall be moved upon any lot.

Construction. 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, and shall not be occupied until such time the above work is completed, in addition to the installation and completion of all plumbing fixtures and utilities.

The ground floor area of the dwelling, exclusive of open porches, basements and garage, shall be not less than 800 square feet for a one-story house; not less than 700 square feet for a two-story house; or not less than 800 square feet above ground level for a split-level house.

Only new materials shall be used in construction, excepting used brick and other used building materials if approved in writing by the Control Board.

No fence shall exceed five (5) feet in height.

Setback Lines. No building or structure shall be located on any lot closer than 25 feet to the street lines or rear lot line, nor closer than 10 feet to either side lot line, except upon written approval of the Control Board.

Temporary Structures. No structure of a temporary character shall be used as a residence or for any other purpose on any lot at any time.

Vehicles. No mobile home, trucks exceeding one (1) ton capacity, trailers, or unlicensed or unsightly vehicles shall at any time be parked or allowed to remain on any lot or along curbs. Camp

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trailers not to exceed 18 feet in length, pickup trucks carrying campers, campers for pickup trucks not in use, and boats and boat trailers not to exceed 17 feet in length will be permitted only if stored in a garage or completely screened from view.

Garbage, Rubbish. No lot shall be used as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers with airtight lids. Such containers shall be either sunk in the ground, kept in the garage or completely screened from view.

Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot advertising the property for sale or rent; a sign not to exceed four square feet may be used by a builder to advertise the property during the construction and sales period.

Commercial Useage. No commercial business of any kind shall be permitted to be conducted on any lot. However, the Declarant shall be allowed to carry out what sales activity is necessary to promote the development of Lakewood Park.

Sewage. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements of the Montana State Department of Health and the County of Flathead.

Water System. No individual or private wells or water systems shall be permitted or allowed on any lot other than that of the Homeowners' Association.

Animals, Pets. No animals or birds of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes or become an annoyance or nuisance to the neighborhood. Household pets, however, shall not exceed two (2) in number and shall be confined to owners' property or kept on a leash.

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No person shall be allowed to destroy game animals, birds or other wildlife, except rodents, within the boundaries of the above described property, or adjoining property owned by Declarants.

Nuisances. No noxious or offensive activity shall be carried on or permitted upon any of the lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Nor shall the premises be used in any way or for any purpose which may endanger the health or safety of, or unreasonably disturb, the residents of any lot. Outdoor barbecues are not considered nuisances under this section.

Motorcycles, snowmobiles or like vehicles needlessly driven in the above described premises shall be considered nuisances.

Exterior Maintenance. Each owner of a lot on which there is a structure shall provide exterior maintenance upon such lot and structure to include painting and repairing the structures; maintaining the lawn and ground to preclude weeds, underbrush and other unsightly growths; and not permitting refuse piles or other unsightly objects to accumulate or remain on the grounds.

Utilities. The owner of each lot shall pay all utility connecting costs, and all utilities shall be underground.

Miscellaneous. There shall be no washing or repairing of vehicles in the streets at any time, nor burning of leaves or trash on the paving of any street.

Declarants reserve the right to designate a certain area for parking of vehicles and equipment not allowed on private lots.

Control Board. In addition to previously stated authority, the Control Board shall have jurisdiction over the following:

Planting or removal of trees (no native trees or shrubs shall be removed unless necessary for building construction.)
Protective screenery
Yard lights, mailboxes and fuel tanks
Location of radio and T.V. antennas
Such other matters as may be considered by the Board to be in the best interests of the area.

The Control Board shall be composed of:

John V. Cooley	Lakeside, Montana
Florence R. Cooley	Lakeside, Montana
John W. Hull	Lakeside, Montana

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A majority of the board may designate a representative to act for it. In the event of death or resignation of any member of the board, the remaining members shall have full authority to designate a successor. Neither the members of the board, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the board or to withdraw from the board, or restore to it, any of its powers and duties.

The board's approval or disapproval as required in these covenants shall be in writing. In the event the board or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Term. The provisions of this Declaration shall be binding for a term of 15 years from the date of this Declaration, after which time the Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the new owners of seventy-five (75) percent of the lots in Lakeview Park Estates has been recorded agreeing to change this Declaration in whole or in part. Alterations or additions may be made to this Declaration by the subdivider as long as he owns twenty-five (25) percent or more of the lots, providing no less than seventy-five (75) percent of the new owners of the other lots agree thereto. These procedures shall not apply to paragraph 3, page 1, dealing with resubdivision of lots previously platted.

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Enforcement. The Declarant, and every person hereinafter receiving any right, title or interest in any tract in said Lakeview Park 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 restrictive covenants. Any person who shall prosecute an 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 violation of these covenants that a reasonable attorney's fee shall be assessed against him in addition to any other damages.

Saverability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

EXECUTED this 4th day of May, 1973.

John V. Cooley
John V. Cooley

Florence R. Cooley
Florence R. Cooley

STATE OF MONTANA)
: ss.
County of Flathead)

On this 4th day of May, 1973, before me, the undersigned Notary Public for the State of Montana, personally appeared JOHN V. COOLEY and FLORENCE R. COOLEY, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they have executed the same.

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

M. L. Fortes
Notary Public for the State of Mont.
Residing at Kalispell, Montana
My Commission expires 2-22-74



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

STATE OF MONTANA)
County of Flathead)
Filed for record at the request of John V. Cooley
this 4th day of May, 1973 at 12:20 o'clock P. M. and
Recorded in Vol. 554 Records of Flathead County, State of
Montana, on page 50

P 5301

Meryl J. Paluszki
County Clerk & Register
By Florence R. Cooley
Return to John V. Cooley Deputy
DeKrom, 1974

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AMENDMENT TO RESTRICTIVE COVENANTS OF LAKEVIEW PARK

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned JOHN V. COOLEY and FLORENCE R. COOLEY, husband and wife, developers of Lakeview Park Estates, a subdivision for which a plat thereof is on file and of record in the office of the County Clerk and Recorder of Flathead County, Montana, and owners of all of the property located in said subdivision except as hereinafter specified, hereby amend the Restrictive Covenants of Lakeview Park as filed for record in the office of the County Clerk and Recorder of Flathead County, Montana, on May 22, 1973 in Book 554, at page 50, under Recorder's Reception No. 5301, and reaffirm all of the provisions thereof EXCEPT for those provisions provided on Page 2 in the paragraphs captioned "Construction", and as to those matters, they are HEREBY AMENDED to read as follows:

"Construction. 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, and shall not be occupied until such time the above work is completed, in addition to the installation and completion of all plumbing fixtures and utilities.

"The ground floor area of the dwelling, exclusive of open porches, basements and garage, shall be not less than 1000 square feet for a one-story house; not less than 800 square feet for a two-story house; or not less than 800 square feet above ground level for a split-level house.

"Only new materials shall be used in construction, excepting used brick and other used building materials if approved in writing by the Control Board.

"No fence shall exceed five (5) feet in height."

The following owners of specified lots in Lakeview Park approve and join in the above amendment.

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John W. Hull Owner of Lot 3, Lake View Park Estates
Jesslyn E. Ross Owner of Lot 17, Lake View Park Estates
Robert D. Ross Owner of Lots 18 and 19, Lake View Park Estates

EXECUTED this 30th day of June, 1973.

John V. Cooley
John V. Cooley
Florence R. Cooley
Florence R. Cooley
John W. Hull
John W. Hull
Jesslyn E. Ross
Jesslyn E. Ross
Robert D. Ross
Robert D. Ross

STATE OF MONTANA)
County of Flathead) ss.

On this 30th day of June, 1973, before me, the undersigned JOHN V. COOLEY and FLORENCE R. COOLEY, and JOHN W. HULL, 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 above written.



M. L. Porter
Notary Public for the State of Montana
Residing at: Kalispell, Montana
My commission expires: 2-22-74

STATE OF MONTANA)
County of *McCone*) ss.

On this 1st day of July, 1973, before me, the undersigned Notary Public for the State of Montana, personally appeared ~~Jesslyn E. Ross~~ and ROBERT D. ROSS, 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 above written.

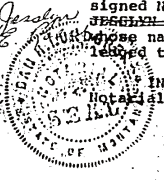


Robert H. Larson
Notary Public for the State of Montana
Residing at: *McCone*
My commission expires: *July 6, 1974*

STATE OF MONTANA)
County of Flathead) ss.

On this 7th day of July, 1973, before me, the undersigned Notary Public for the State of Montana, personally appeared ~~Jesslyn E. Ross~~ and ~~Robert D. Ross~~, 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 above written.



Dawn Sundgren
Notary Public for the State of Montana
Residing at: _____
My commission expires: _____

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

STATE OF MONTANA) ss
County of Flathead)
Filed for record at the request of *Mrs. Cooley*
this 10 day of *July* 1973 at 12:29 o'clock *P* M and recorded in
VOL. 556 PAGE 327 Records of Flathead County, State of Montana.
Fee \$ 4.00
RECEPTION NO. 7612 *Marilyn Palmsky*
FLATHEAD COUNTY CLERK AND RECORDER
RETURN TO *John Cooley*
Box 101 Palmsky
Deputy

CHANGES TO THE RESTRICTIVE COVENANTS OF LAKEVIEW PARK ESTATES, INC. (Changes adopted by vote of over 75% of general membership)

Original CCR recorded Book 554, Pg. 50 5/22/93

That all public roads within Lakeview Park Estates to include, but not limited to, the following: (1) Lakeview Drive, (2) Juniper Lane, (3) Timberlake Drive, (4) Timberlane Terrace, (5) Grandview Terrace.

That the cost to maintain and repair the above roads will be shared by all property owners

Failure to pay within a reasonable time may result in a lien and a 1-1 2% interest charge per month on the unpaid balance. A reasonable time to pay shall be sixty days from the date of billing. Final decision relative to this matter shall be that of the Board of Directors.

SEE NEXT PAGE FOR ASSESSOR'S

LVP

I, Dorothy Hutcherson, as Secretary of the Board of Directors of Lakeview Park Estates, Inc., personally witnessed the signatures of the following property owners who voted "yes" to the above changes to the Covenants of Lakeview Park Estates:

- 1 Don Jordan
2 Henrietta Shropshire Simpson
8,3,4,5 Doug Nash and Cathy Nash
6,19 Maron Stacy and John Stacy
10,11 Mildred Newgard, Trustee
15 Peter Ramsech
17 Daniel Rogers and Betty Lou Rogers, Trustees
21 Philip Ried
24 Richard S. Jansen and Susan Seaman
25 Harold Clivey
27,28 Bernard Rosling and Eldora Rosling
29 Ian Sanderson and Patricia Sanderson
30 George Britha
33 Michele Hildebrandt
32 Cynthia Tange
35 Cynthia McCoy
36 Robert Hutcherson and Dorothy Hutcherson
38,39,40,53,54 David Brewer and Jacqueline Brewer
43 Ferrel W. McGillen and Hazel McGillen, Trustees
44 Donna Sands and Clark Sands
49 Shirley Abraham
50 Lisa Boyla
51 Charlotte Easter, Trustee
57 Robert Cook and Robin Cook
58 Robert Herron

I further state that the following property owners mailed their "yes" ballots to me directly and I have no reason to believe that they were not properly signed or that the signatures are not genuine:

- 9,16 Terry Coleman
12 Bob Bradley
14 Kent McLellan
22 George Richards
34,38 Larry Faloon
42 Nielson, Trustees
45,46 Loomer
47 Reynolds

This is to certify that I have all the original ballots in my possession.

Dorothy M. Hutcherson Secretary Board of Directors



STATE OF MONTANA, COUNTY OF FLATHEAD

Signed and sworn to before me by Dorothy M. Hutcherson, this 15th day of October, 1996

Martha C. Johnson

STATE OF MONTANA, } ss County of Flathead

NOTARY PUBLIC for the State of Montana, Residing at Lakeside, Montana My Commission Expires April 23, 2000

Recorded at the request of LAKEVIEW PARK EST this 17 day of Oct 1996 at 11:50 o'clock AM and recorded in the records of Flathead County, State of Montana

Table with columns COPIED and COMPARED, and handwritten marks.

Fee \$ 12.00 RECEPTION NO. 962911500 RETURN TO LAKEVIEW PARK EST, PO Box 155, LAKESIDE, MT 59921-0155

Signature of Suzanne St. Laurent (Flathead County Clerk and Recorder) and Paul Roberson (Deputy)

962911500

All assessor #'s needed

Lake View Park
Est 1 + 2 -
+ Amd

0951275	0215475	0163261
0274430	0049575	0163262
0387600	0163221	0979354
0256135	0735396	0163264
0292597	0029965	0163158
0572631	0602105	0163266
0572632	0807175	0163267
0163175	0237298	0534715
0473551	0584335	0063415
0620302	0100540	
0620301	0100541	
0163179	0100538	
0163180	0163226	
0163270	0163227	
0163271	0207910	
0827042	0163271	
0746465	0732551	
0746759	0100539	
0793125	0100538	
0163185	0029965	
0776320	0163253	
0163187	0163254	
0292598	0163255	
0292599	0163256	
0163190	0001711	
0163191	0585621	
0163192	0163259	
0163193	0635580	

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AMENDMENT AND RESTATEMENT OF COVENANTS
OF LAKEVIEW PARK ESTATES

WE, a majority of the owners of real property located in Flathead County, Montana, and described as LAKEVIEW PARK ESTATES, do hereby amend and restate the covenants of LAKEVIEW PARK ESTATES as follows: * Subdivision Plat recorded in 1973

RECITAL: LVP
LV2

The original restrictive covenants of this subdivision dated May 4, 1973, and recorded May 22, 1973 at book 554 page 50 are intended to be entirely superseded by this document.

The owners of all the lots in the Association, their heirs, successors and assigns covenant that any and all real property now owned or conveyed shall be owned, possessed, conveyed, transferred, or encumbered and sold subject to the following restrictions, covenants, reservations, easements and other limitations upon the use and occupancy of the property conveyed, particularly with respect to the use of the land and buildings erected or to be erected thereon.

Homeowners' Association

Covenant No. 1 - All owners of real property in this subdivision are members of the LAKEVIEW PARK ESTATES HOMEOWNERS' ASSOCIATION, (the "Association"). All members will abide by present or future By-Laws, Covenants, and reasonable rules and regulations of the Association which may be adopted from time to time. Owners shall pay the Association such annual dues and assessments as its Board of Directors shall determine. The Association may collect from an owner all costs of collection and reasonable attorney fees for collection of delinquent assessments or for enforcement of any other rule of the Association.

All present or future owners further covenant and agree to participate in the manner prescribed by the present or future covenants or By-Laws of the Lakeview Park Estates Homeowners' Association and the resolutions of its Board of Directors, in the funding of maintenance of all community improvements such as water system, landscaped areas, roads, and road improvements covered by this instrument.

The Association hereby authorizes the creation and operation of a Board of Directors, consisting of not less than five (5) directors. The directors shall be members of the Association prior to election. The Board of Directors shall organize and supervise the business and affairs of the Association subject to these covenants. The Board is primarily responsible for enforcement of covenants. The Board is authorized to create and revise a set of By-laws. These By-laws, as amended from time to time, shall be binding upon each and every homeowner and upon all real property within the subdivision and each and every homeowner and property owner within the Association agrees to be bound by the By-laws and by these Covenants. The Board of Directors shall be elected and shall serve for terms of office as may be provided for in their By-laws.

Covenant No. 2 - One and only one, owner of each parcel of real property shall be entitled to one vote in the Association for each parcel owned.

Covenant No. 3 - The Association Board may grant variances, upon application, to any covenants, with written approval of adjoining neighbors, if applicable.

Covenant No. 4 - The Association shall maintain the roadways within Lakeview Park, including, but not limited to Lakeview Drive, Juniper Lane, Timberlake Drive, Timberlane Terrace, and Grandview Terrace.

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0827042 0776820 0163192 0135396 0160540
0746465 0163187 0163193 0029965 0100541
0746759 0292598 0215475 0602105 0100538
0793425 0292599 0049575 0807175 0163226
0163185 0163190 0163221 0237298 0163227
0163191 0584335 0207910

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Use Restrictions

Covenant No. 5 - No lot may be subdivided in any manner, and no lot shall be broken up by a sale of a portion or portions of the lot. This paragraph shall not prohibit joint or common ownership of any lot.

Covenant No. 6 - Property shall be used for residential purposes only. No property will be used for any commercial or agricultural purpose. Property shall not be used for any licensed daycare facility, preschool or any other self-contained business or enterprise which normally produces additional traffic above and beyond normal, residential use.

Covenant No. 7 - No lot may be built as or used for a multiple family dwelling. Property or homes may be leased or rented for time period of not less than 30 consecutive days. "Vacation rentals" are prohibited.

Covenant No. 8 - No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may become a nuisance to the neighborhood.

Building Restrictions

Covenant No. 9 - APPROVAL OF PLANS AND SPECIFICATIONS: No building or structure of any kind, including protective screening, yard lights, mail boxes, fuel tanks, location of radio and T.V. antennas, as well as construction of sheds, out buildings, and single family dwellings shall be erected or placed upon any lot until the plans and specifications for such construction, together with a plot plan showing the location of the structure has been approved by the Board as to the proposed workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to lot lines, finish grade elevations and other requirements which may be imposed by the Architectural Review Board. The Review Board shall be appointed by the directors. There shall be at least three members of the Review Board.

The Review Board shall have thirty (30) days in which to approve or reject plans. Failure to issue a written decision within that period shall constitute approval for the individual property owner to construct the proposed structure according to the plans, provided that construction must still comply with covenants and by-laws then in effect.

The Architectural Review Board retains the authority to stop construction if construction is not in accordance with approved plans.

The Architectural Review Board may, by appropriate injunction, obtain an order from the Flathead County District Court to stop and enjoin any construction when such construction is inconsistent with any provision of these covenants and such construction is under a plan or plans which have not been presented to the Architectural Committee.

If the Architectural Review Board disapproves of submitted plans, it shall state its reason or reasons for doing so. Any lot owner may resubmit an application for approval of its plans upon modification or correction of deficiencies. Alternatively, a property owner whose plans have been disapproved may appeal the disapproval to the directors of the Homeowners' Association, whose decision shall be final.

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The Architectural Review Board may also grant variances upon application to covenants regarding building restrictions.

Covenant No. 10 - All improvements, buildings or structures shall be located at least twenty-five (25) feet from a street line (the actual boundary line of the property), twenty-five (25) feet from the rear lot line, and at least ten (10) feet from the adjoining property lines. Set backs shall be measured from the foundation of a structure with a reasonable roof overhang.

Covenant No. 11 - Height Restrictions: The purpose of height limitations is to protect the views from members' residences from obstruction. All buildings are prohibited from having more than one (1) story, except for two-story buildings which have a daylight basement.

The lowest eave dripline of any building shall not exceed ten (10) feet from the undisturbed grade of the lot at the highest point on the lot line. Maximum height of all buildings constructed or remodeled after this date shall not exceed thirty (30) feet, measured from the lowest floor level to the highest point of the roof.

Tree Height: No owner shall plant any tree which, by natural growth, will obstruct the view of another resident.

Covenant No. 12: No structure may be built upon any lot except one single family dwelling of not less than 1,000 sq. ft. finished ground floor living area.

a) The architectural design of all structures erected or placed on the property shall be similar to and compatible with that of other structures on the property;

b) The exterior of all structures erected or placed upon the property shall be completed in the same or similar materials, in grade, quality, appearance and color including paint, as all other structures on the property.

c) Each dwelling shall be fully completed externally, including siding and/or masonry, paint and roof, ground rough graded, soffits, fascia, trim, windows, steps, sidewalk installed and building debris removed within one year from the time construction starts on such building. Plumbing fixtures and utilities must also be completed within this one year.

d) No commercial signs, advertisements, billboards or advertising structures of any kind shall be erected or maintained except upon the consent of the Board. No permission shall be required for the erection of one advertising sign, of not more than six (6) square feet in size, used solely to advertise the sale of property upon which it is erected. Additionally, a builder may advertise a property during construction and initial sale with a signed not-to-exceed six foot square.

e) No temporary building or partly finished building or structure, including basements, tents, camp trailers, or truck-mounted campers shall be erected or placed upon the property or used as a permanent or temporary dwelling, except as provided herein. A pre-manufactured home may be placed upon a lot, provided that it is approved by the Architectural Review Board and placed upon a permanent foundation. Placement or storage of recreational or camping vehicles or apparatus for use off the premises is allowed. However, none of the vehicles or dwellings mentioned in this sub-paragraph may be placed or stored on any vacant lot on which there is presently no residence, whether in construction or completed, except as provided herein.

The Board of Directors may grant temporary authority to members for temporary housing, such as

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motor homes or trailer campers, for use as residence during construction of a residence. Upon application in writing, the Board shall grant such authority on a case-by-case basis, and will grant such authority in writing, specifying the permitted period of temporary housing.

f) No preconstructed or old building, whether intended to be used in whole or in part as the main residential structure or as a garage or other outbuilding shall be moved upon any lot.

h) No galvanized metal sidings or roofs shall be used on the exterior of permissible structures. Factory-painted metal roofing or siding is permissible, provided the material is non-reflective or vinyl coated and provided the color and paint are maintained.

Covenant No. 13 - No basement without a superstructure, or shack, garage, barn or other out-buildings shall be used as a residence.

Covenant No. 14 - There will be no water hookups without approval of the Building Committee. The Committee shall give 24-hour notice in advance of water shutoffs through its authorized water representative. All water hookups must have 3/4 inch, type "K" copper, or schedule 80 PVC pipe and a shutoff valve at the main line (a standard sketch of the water hookup detail will be available upon request from the Building Committee or the authorized water representative). It will be the property owner's responsibility to provide connection and water shut-off valve to the water main. Water is for use by owners only, on their own property.

Covenant No. 15 - Fuel storage tanks shall be permitted only with the written permission of the Lakeview Park Estates Homeowners' Association Board of Directors. Underground fuel tanks are prohibited.

Covenant No. 16 - Homeowners may construct a fence, to be located on property boundaries, which do not exceed five (5) feet in height.

Covenant No. 17 - The Association reserves, for itself or utility companies, all necessary easements for the construction and maintenance of water and sewer lines and electric transmission, telephone and television systems.

Covenant No. 18 - No individual or private wells or water systems shall be permitted or allowed upon any lot, other than that of the Association.

Property Maintenance

Covenant No. 19 - Road Excavation and Repairs. Owners are responsible for any repair for road damage caused by any construction on their property. Owners shall follow these procedures for excavation and backfill for roadways, water lines, sewer lines, or for other reasons:

The excavation shall be of minimum size in order to minimize damage to the road structure. Any paved road surface shall be saw cut prior to excavation.

After all necessary work has been completed, the backfill shall be performed in a professional and workmanlike manner. The backfill will meet a compaction test of 95% and shall be placed in lifts (compacted layers) not to exceed twelve (12) inches in depth.

The top six (6) inches of excavation shall be backfilled with three quarter (3/4) inch crushed rock.

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After vehicle traffic has been allowed to compact the excavated area, the top two (2) inches shall be dug out and two (2) inches of "Montana State" approved asphalt placed there by a Board approved contractor.

All work must be approved by the Lakeview Park Estates Board of Directors.

Covenant No. 20

a) No part of this property shall be used or maintained as a dumping or storage ground for rubbish, trash, garbage, old automobiles, automobile parts or lumber (except for construction). All garbage and refuse shall be stored only in plastic or metal garbage cans which are in good, secure condition and have a firmly secured lid. Garbage cans and all waste, pending removal, shall be obscured from public view and kept in a manner not threatening to views or health of the community. Owners shall dispose of garbage at regular intervals.

b) Lots shall be kept clear of debris and free of noxious weeds, excessively long grass, deadfall and any other fire hazard. No lot shall be maintained in such a fashion as to constitute a public or private nuisance to a neighbor or to the neighborhood. No owner shall burn leaves or refuse on the streets. Any owner burning refuse on their own property shall obtain an appropriate permit from the State, County, and Forest Service, and they shall notify the local volunteer fire department.

Covenant No. 21 - Each owner of a lot on which there is a structure shall perform exterior maintenance to the property and buildings, including painting, repairing, maintaining the lawn and grounds 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 the event any owner fails or neglects to provide such maintenance, the Board shall notify such owners in writing, specifying the failure and demanding that it be remedied within thirty (30) days.

Covenant No. 22 - No automobiles shall be kept along any street or on any lot which are not in operating condition. No mobile homes, trucks exceeding one ton rating, unlicensed or unsightly vehicles shall at any time be parked or allowed to remain on any lot or along the curb. Recreational vehicles, including water craft, shall be stored on personal property in a manner that is not objectionable to the neighbors or neighborhood.

There shall be no washing or repairing of vehicles on streets at any time.

Animal and Pet Restrictions

Covenant No. 23 - No livestock or any other animals shall be kept or maintained on the property except dogs or cats, provided such pets are not a nuisance to neighbors or the neighborhood. No animal may be kept on the property if it is dangerous, unmanageable or uncontrolled. No animals may be kept for breeding or commercial purposes. Kennels external to a residence are prohibited. All household pets SHOULD be restrained within a fence, or by direct control by leash, tether or other restraint.

If a pet engages in any annoying activity, such as excessive barking, biting, harassing persons in the neighborhood, eating or disturbing garbage, destroying vegetation or any other obnoxious activity any owner or the Board may give the owner of such animal ten (10) days' written notice to restrain the animal from the activity. In such case, the owner shall be required to restrain their animal within a fence, by tether or leash or keep the animal inside their residence. If the owner then fails to comply, any resident or the Board may resort to any legal means to remedy the nuisance activities caused by the animal including, but not limited to, having the animal picked up by law enforcement authority.

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There is no hunting within the sub-division, nor shall any owner or any person be allowed to destroy any game animals, birds, or wildlife except rodents within the boundaries of the sub-division.

Enforcement and Amendment

Covenant No. 24 - Any covenant contained herein may be enforced by any individual lot owner by appropriate judicial action. Any owner or the Board may seek an order from a court compelling an owner to do or perform any act required under these covenants. Any owner or the Board may obtain an injunction against any activity prohibited by these covenants. In any judicial action, the prevailing party shall be entitled to their reasonable attorney's fees and costs of suit.

i) In the event the Board or Association is compelled to remove garbage or refuse, burn, or otherwise maintain any lot after an owner has neglected or refused to do so, the Association or Board may assess the noncompliant lot owner with all of the costs of such maintenance. No owner shall be liable for such costs unless the Board gives thirty (30) days' advance written notice to the owner of such violation and the required maintenance by certified mail, return receipt requested, postage prepaid, to the current tenant and owner of record of the offending lot or lots, at their last known address or address of record with the Flathead County Treasurer's Office.

No prior notice will be required for the mowing of vacant lots by the Association. All vacant, unmowed lots will be mowed as needed, and the owner billed for such service unless prior arrangement for maintenance is made.

ii) If the Board expends funds maintaining a lot after giving required notice, then the Board shall bill the lot owner. The Board may collect such costs by any lawful means and shall be entitled to all costs of collection, including a reasonable attorney's fee. Alternatively, or in addition to such collection, the Board is authorized to file and record a lien against the offending lot owner's real property. The lien shall describe the infraction, and the Board's costs in remedying or maintaining the property in compliance with the covenants. Such lien shall state that a true and correct copy of the lien shall have been mailed to the lot owner at their last known address or address of record with the Flathead County Treasurer's Office by certified mail, return receipt requested. If the offending lot owner refuses to pay the amount demanded on the lien, the Board may foreclose the lien in accordance with mortgage foreclosure laws of Montana.

Covenant No. 25 - If an owner fails or neglects to pay an assessment, the Board may follow the same lien filing procedure as set forth above.

Covenant No. 26 - The restrictions contained herein shall be appurtenant to and run with the land and shall continue indefinitely. The Association may revise these covenants at any time as follows:

- a) The Board or any owner may propose any revision, addition or deletion of a covenant(s) at any time. For any proposed change, the Board will give written notice of a proposed change to each member of the Association at least 30 days prior to the Association's regular annual meeting. The proposed changes may be summarized.
- b) At the annual meeting, the precise, proposed change(s) will be distributed to each member in attendance.
- c) The Association will discuss the merits of each proposed change.
- d) The Association will provide each member in attendance with a written ballot for each

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proposed change.

- e) The members will vote by secret, written ballot. The ballots will be counted by the Association's secretary and by at least one other individual appointed to assist the secretary.
- f) The results of the ballot(s) will be announced at those meetings, with the number of members voting in favor of the proposed change(s) and the number of members voting against the proposed change(s).
- g) If two-thirds of those members present vote in favor of a proposed change, then that change has passed and the covenants will be revised to reflect the change.
- h) The president and secretary shall give written certification, under oath, that these steps have been followed and that a change(s) have been approved.
- i) The change(s), together with the certification, shall be recorded with the Flathead County Clerk and Recorder's office.
- j) The effective date of all changes shall be 30 days from the date they are recorded, or as specified within the proposed change.

Covenant No. 27 - The covenants may be enforced by proceeding at law or in equity against any person, firm or corporation violating, attempting to violate, or threatening to violate any of these covenants. The court may restrain violation of these restrictions and award damages. The Board, Association or any owner of property in the subdivision may commence appropriate judicial proceedings to enforce or prevent violation of these restrictions and recover damages.

If a court invalidates one or more of these covenants, the invalidation shall not affect the remaining covenants and restrictions. For any legal proceeding under these covenants, the prevailing party is entitled to their costs of suit and a reasonable attorney's fee.

This Amendment and Restatement of Covenants supersedes all earlier covenants originally filed by LAKEVIEW PARK ESTATES HOMEOWNERS' ASSOCIATION, with the Flathead County Clerk and Recorder's Office, and any amendments to those covenants.

IN WITNESS WHEREOF, a majority of the homeowners and members of LAKEVIEW PARK ESTATES HOMEOWNERS' ASSOCIATION have consented to the entry, recording and enforcement of this Restatement and Amendment of Covenants.

DATED this 25th day of August, 1997.

Signed Donald Tjaden
Donald Tjaden, President

Signed Dorothy H. Hutcheson
Dorothy H. Hutcheson, Secretary

August
Lakeside, Montana
59922



Comm. Expires
12-18-99

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**AMENDMENT AND RESTATEMENT OF THE
RESTRICTIVE COVENANTS OF
LAKEVIEW PARK ESTATES, INC.**
(Changes adopted by vote of over 75% of general membership)

WE, Donald G. Tjaden, President, Daniel Rogers, Vice President, or Dorothy Hutchison, Secretary of the Board of Directors of Lakeview Park Estates, Inc., personally witnessed the signatures of the following property owners who voted "yes" to the attached Amendment and Restatement of the Covenants of Lakeview Park Estates. Some votes were mailed directly to Lakeview Park Estates Post Office Box and the envelopes have been saved to show that they were mailed from these property owners.

Lot No.	Name	Assessor No.	Number of Votes
1	Don Tjaden	931273	1
2	Hazelita Shropshire Simpson	274430	1
8,3,4,5	Doug Nash and Cathy Nash	387600,256135,292597,163175	4
6,19	Marion Stacy and John Stacy	572631,793125	2
9	Richard and Andrea Clark	473551	1
10,11	Mikrod Newgard, Trustee	620302, 620301	2
12	Robert G. Dredy & Kathy K. Bradley	163179	1
13	Winterburn Family Trust	163180	1
15	Peter Ramseth	163271	1
16	Terry G Coleman	827042	1
17	Daniel Rogers and Betty Lou Rogers, Trustees	746465	1
18-43	Murray R. Mardis & Mary Faith Mardis	746759,0163227	2
20	Ervin E. Pfeiffer and M. Pfeiffer	163185	1
21	Philip Rind	776320	1
22	George L. Richards & Norma Richards	163187	1
24	Richard Seaman and Susan Seaman	292599	1
25	Herold Covey	163190	1
27,28	Bernard Fosling and Eldora Fosling	163192,163193	2
29	Ian Sanderson and Patricia Sanderson	215475	1
30	George Bayha	0649575	1
31	Don Collier & Linda D. Collier	016322	1
33	Michele Hildebrandt & Terry L. Hildebrandt	029965	1
32	Cynthia Tinge & Roderick L. Wiers	0735396	1
35	Frank Briscadine & Claire Briscadine	0807175	1
36	Robert Hutchison and Dorothy Hutchison	023298	1
38,39,40,53,54	David Brewer and Jacqueline Brewer	0100540,1200541,109338,0163261,0163262	5
42	Wendy Bock	0163226	1
46,46	Dorey Loomer & Janet Loomer	0163253,0163254	2
47	Kenneth G. Reynolds	0163255	1
49	Shirley Abraham	001711	1
50	Carol EW Davis & William K. Davis	0585621	1
51	Charlene Easter, Trustee	0163259	1
57	Robert Cook and Robin Cook	0163158	1
58	Robert Herron	0163296	1
60	Eugene C. Taylor & Paline M. Taylor	0534713	1
61	Laurance H. Bern & Nancy L. Bern	063415	1
	Total		48

I further state that the following property owners mailed their "no" ballots to me directly and I have no reason to believe that they were not properly signed or that the signatures are not genuine:

14	Kent McLellan & Lisa McLellan	16270	1
41	Jerald W. McGillen & Hazel M. McGillen	0732551	1
44	Clare Saods & Donna Sands	0207910	1
34,38	Larry Faloon & Patricia Faloon	063256,	2
52,53,56	Arthur J. Novk & Irne E. Novak	0979354,0163254,0635580	3
	Total		8

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COPIED	1/1
COMPALED	

Donald G. Tjaden
President

Daniel Rogers
Vice President

Dorothy M. Hutchison
Secretary

STATE OF MONTANA, }
County of Flathead } SS

Recorded at the request of Lakeview Pk Est
this 10 day of Nov, 19 97 at 9:54 o'clock AM and recorded in
the 48 of Flathead County, State of Montana.

Fee \$ 48 - Pl. *Susan H. Harvill*
(Flathead County Clerk and Recorder)

RECEPTION NO. 199731409540

RETURN TO Lakeview Park Est HOA *Deborah J. Alford*
(Deputy)

PO Box 155 Lakeside MT 59922

1999161 i5090

B



FIRST AMENDMENT TO THE RESTATEMENT OF COVENANTS OF LAKEVIEW PARK ESTATES

THIS AMENDMENT to the Restatement of Covenants, Conditions and Restrictions for LAKEVIEW PARK ESTATES, is made and entered into on this 17 day of June, 1999, by the owners of the real property and improvements commonly described as LAKEVIEW PARK ESTATES and LAKEVIEW PARK ESTATES UNIT # 2. and are set forth below.

WITNESSETH:

WHEREAS the Declaration of Covenants, Conditions and Restrictions for LAKEVIEW PARK ESTATES (hereinafter "Declaration,") was executed on the 4th day of May, 1973, and recorded at Micro-file Book 554 Page 50 at the office of the Clerk and Recorder of Flathead County, Montana;

WHEREAS an Amendment to the Declaration of Covenants was filed October 17 1996, and recorded at Micro-file No. 96-291-11500 at the office of the Clerk and Recorder of Flathead County, Montana;

WHEREAS an Amendment and Restatement to the Declaration of Covenants was filed on November 10, 1997 and recorded at Micro-file No. 1997-731-09540 at the office of the Clerk and Recorder of Flathead County, Montana;

WHEREAS the subject real property and improvements are commonly described as Lakeview Park Estates and Lakeview Park Estates Unit #2 , Flathead County Montana; and

WHEREAS the Homeowners Association of the subject real property and improvements desire to amend the "Declaration" for the benefit of said real property and improvements and for each owner thereof as provided herein;

NOW THEREFORE, the Owners hereby declare that the "Declaration," and any and all previous amendments thereto, are amended as follows:

1. AMENDMENT TO COVENANT NO. FOUR

The "Association" hereby elects to add to the language regarding costs to maintain and repair roads and enforcement of collection for such costs. Therefore, the following language, located at Page One, in Covenant Four, Homeowner Association is hereby:

ADDED

a). The costs incurred by the "Association" to maintain and repair all the public roadways within Lakeview Park Estates and Lakeview Park Estates #2 will be shared equally by all property owners.

b). The failure of any property owner to pay such assessment within a 60 days of the date of billing may result in the filing and recording of a lien. The Board shall follow the lien and foreclosure enforcement procedures and provisions set forth in Covenant Twenty-Four. Final decisions relative to this matter shall be that of the Board of Directors.

All the remaining language of the Covenant Four shall be unchanged and shall remain in full force and effect.

2. AMENDMENT TO COVENANT NO. TWELVE

The "Association" hereby elects to change the language regarding the square foot requirements of single family dwellings. Therefore, Page Three, Covenant Twelve, Building Restrictions paragraph One that states:

No structure may be built upon any lot except one single family dwelling of not less than 1,000 sq. ft. finished ground floor living area.

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C

**SECOND AMENDMENT AND RESTATEMENT OF
COVENANTS OF LAKEVIEW PARK ESTATES
AND LAKEVIEW PARK ESTATES UNIT 2**

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This Second Amendment and Restatement of Covenants, Conditions and Restrictions for LAKEVIEW PARK ESTATES and LAKEVIEW PARK ESTATES UNIT #2 is made and entered into on this 1 day of June, 2002, by the owners of the real property and improvements commonly described as LAKEVIEW PARK ESTATES and LAKEVIEW PARK ESTATES UNIT #2 and are set forth below.

WITNESSETH:

WHEREAS the Declaration of Covenants, Conditions and Restrictions for LAKEVIEW PARK ESTATES (hereinafter "Declaration") was executed on the 4th day of May, 1973, and recorded at Book 554 Page 50 at the office of the Clerk and Recorder of Flathead County, Montana;

WHEREAS an Amendment to the Declaration of Covenants was filed October 17, 1996, and recorded at Micro-file No. 96-291-11500 at the office of the Clerk and recorder of Flathead County, Montana;

WHEREAS an Amendment and Restatement to the Declaration of Covenants was filed on November 10, 1997 and recorded at Micro-file No. 1997-731-09540 at the office of the Clerk and Recorder of Flathead County, Montana;

WHEREAS a First Amendment to the Restatement of Covenants of LAKEVIEW PARK ESTATES was filed on June 10, 1999 and recorded at Micro-file No. 1999-161-15090 at the office of the Clerk and Recorder of Flathead County, Montana;

WHEREAS the subject real property and improvements are commonly described as Lakeview Park Estates and Lakeview Park Estates Unit #2, Flathead County, Montana;

WHEREAS the Homeowners Association of the subject real property and improvements desire to amend the "Declaration" for the benefit of said real property and improvements and for each owner thereof as provided herein;

NOW, THEREFORE, the Owners hereby declare that the "Declaration" of Covenants of and for LAKEVIEW PARK ESTATES and LAKEVIEW PARK ESTATES UNIT #2, (hereinafter jointly referenced as "this subdivision") are amended and restated in their entirety as follows:

LIBR07

The owners of all the lots in this subdivision, their heirs, successors and assigns covenant that any and all real property now owned or conveyed shall be owned, possessed, conveyed, transferred, or encumbered and sold subject to the following

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restrictions, covenants, reservations, easements and other limitations upon the use and occupancy of the property conveyed, particularly with respect to the use of the land and buildings erected or to be erected thereon.

Homeowners' Association

Covenant No. 1 - All owners of real property in this subdivision are members of the LAKEVIEW PARK ESTATES HOMEOWNERS' ASSOCIATION, (the "Association"). All members will abide by present or future By-Laws, Covenants, and reasonable rules and regulations of the Association which may be adopted from time to time. Owners shall pay the Association such annual dues and assessments as its Board of Directors shall determine. The Association may collect from an owner all costs of collection and reasonable attorney fees for collection of delinquent assessments or for enforcement of any other rule of the Association.

All present or future owners further covenant and agree to participate in the manner prescribed by the present or future covenants or By-laws of the Association and the resolutions of its Board of Directors, in the funding of maintenance of all community improvements such as water system, landscaped areas, roads, and road improvements covered by this instrument.

The Association hereby authorizes the creation and operation of a Board of Directors, consisting of not less than three (3) and not more than five (5) directors. The directors shall be members of the Association prior to election. The Board of Directors shall organize and supervise the business and affairs of the Association subject to these covenants. The Board is primarily responsible for enforcement of covenants. The Board is authorized to create and revise a set of By-laws. These By-laws, as amended from time to time, shall be binding upon each and every homeowner and upon all real property within the subdivision and each and every homeowner and property owner within the Association agrees to be bound by the By-laws and these Covenants. The Board of Directors shall be elected and shall serve for terms of office as may be provided for in their By-laws.

Covenant No. 2 - One (1) vote is hereby allocated to each lot. When more than one person owns an interest in any lot, the vote for such lot shall be exercised as such persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. If joint owners of the same lot vote in opposite ways, the vote attributed to their lot shall be apportioned fractionally in proportion to the vote of the joint owners. If one joint owner of a lot casts a vote, the entire one vote of that lot shall be considered as cast, unless one or more additional joint owners cast a contradictory vote. If lots have been combined as permitted in Covenant No. 5, below, then the vote for the lot that has ceased to exist shall be divided among and given proportionally to the owners of the enlarged, adjacent lots. Only members in good standing in the Association may vote or be counted to establish a quorum.

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Covenant No. 3 - The Association Board may grant variances, upon application, to any covenants, with written approval of adjoining neighbors, if applicable.

Covenant No. 4 - The Association shall maintain the roadways within Lakeview Park, including, but not limited to, Lakeview Drive, Juniper Lane, Timberlake Drive, Timberlane Terrace, and Grandview Terrace.

a) The costs incurred by the Association to maintain and repair all the public roadways within this subdivision will be shared equally by all property owners.

b) The failure of any property owner to pay such assessment within a 60 days of the date of billing may result in the filing and recording of a lien. The Board shall follow the lien and foreclosure enforcement procedures and provisions set forth in Covenant No. 24. Final decisions relative to this matter shall be that of the Board of Directors.

Covenant No. 5 - No Lot may be subdivided in any manner, and no lot shall be broken up by a sale of a portion or portions of the lot. This paragraph shall not prohibit joint or common ownership of any lot, though it shall prohibit partition by joint or common owners, whether by agreement or court order. Furthermore, this paragraph shall not prohibit the combining of lots by boundary adjustment or the subdivision of lots that will be absorbed into adjacent lots when this process reduces the number of lots and creates one or more larger lots, while creating no lots smaller than those already existing.

Covenant No. 6 - Property shall be used for residential purposes only. No property will be used for any commercial or agricultural purpose. Property shall not be used for any licensed daycare facility, preschool or any other self-contained business or enterprise which normally produces additional traffic above and beyond normal, residential use.

Covenant No. 7 - No lot may be built as or used for a multiple family dwelling. Property or homes may be leased or rented for time period of not less than 30 consecutive days. "Vacation rentals" are prohibited.

Covenant No. 8 - No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may become a nuisance to the neighborhood.

Building Restrictions

Covenant No. 9 - APPROVAL OF PLANS AND SPECIFICATIONS: No building or structure of any kind, including protective screening, yard lights, mail boxes, fuel tanks, location of radio and T.V. antennas, as well as construction of sheds, out

buildings, and single family dwellings shall be erected or placed upon any lot until the plans and specifications for such construction, together with a plot plan showing the location of the structure has been approved by the Board as to the proposed workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to lot lines, finish grade elevations and other requirements which may be imposed by the Architectural Review Board. The Review Board shall be appointed by the directors. There shall be at least three (3) members of the Review Board.

The Review Board shall have thirty (30) days in which to approve or reject plans. Failure to issue a written decision within that period shall constitute approval for the individual property owner to construct the proposed structure according to the plans, provided that construction must still comply with covenants and By-laws in effect.

The Architectural Review Board retains the authority to stop construction if construction is not in accordance with approved plans.

The Architectural Review Board may, by appropriate injunction, obtain an order from the Flathead County District Court to stop and enjoin any construction when such construction is inconsistent with any provision of these covenants and such construction is under a plan or plans which have not been presented to the Architectural Committee.

If the Architectural Review Board disapproves of submitted plans, it shall state its reason or reasons for doing so. Any lot owner may resubmit an application for approval of its plans upon modification or correction of deficiencies. Alternatively, a property owner whose plans have been disapproved may appeal the disapproval to the directors of the Association, whose decision shall be final.

The Architectural Review Board may also grant variances, upon application, to covenants regarding building restrictions.

Covenant No. 10 - All improvements, buildings or structures shall be located at least twenty-five (25) feet from a street line (the actual boundary line of the property), twenty-five (25) feet from the rear lot line, and at least ten (10) feet from the adjoining property lines. Set backs shall be measured from the foundation of a structure with a reasonable roof overhang.

Covenant No. 11 - Height Restrictions: The purpose of height limitations is to protect the views from members' residences from obstruction. All buildings are

prohibited from having more than one (1) story, except for two-story buildings which have a daylight basement.

The lowest eave drip-line of any building shall not exceed ten (10) feet from the undisturbed grade of the lot at the highest point on the lot line. Maximum height of all

buildings constructed or remodeled after this date shall not exceed thirty (30) feet, measured from the lowest floor level to the highest point of the roof.

Tree Height: No owner shall plant any tree which, by natural growth, will obstruct the view of another resident.

Covenant No. 12 - No structure may be built upon any lot except one single family dwelling of not less than 1,200 sq. ft. finished ground floor living area.

a) The architectural design of all structures erected or placed on the property shall be similar to and compatible with that of other structures on the property.

b) The exterior of all structures erected or placed upon the property shall be completed in the same or similar materials, in grade, quality, appearance and color including paint, as all other structures on the property.

c) Each dwelling shall be fully completed externally, including siding and/or masonry, paint and roof, ground rough graded, soffits, fascia, trim, windows, steps, sidewalk installed and building debris removed within one year from the time construction starts on such building. Plumbing fixtures and utilities must also be completed within this one year.

d) No commercial signs, advertisements, billboards, or advertising structures of any kind shall be erected or maintained except upon the consent of the Board. No permission shall be required for the erection of one advertising sign, of not more than six (6) square feet in size, used solely to advertise the sale of the property upon which it is erected. Additionally, a builder may advertise a property during construction and initial sale with a sign not-to-exceed six (6) foot square.

e) No temporary building or partly finished building or structure, including basements, tents, camp trailers, or truck-mounted campers shall be erected or placed upon the property or used as a permanent or temporary dwelling, except as provided herein. A pre-manufactured home may be placed upon a lot, provided that it is approved by the Architectural Review Board and placed upon a permanent foundation. Placement or storage of recreational or camping vehicles or apparatus for use off the premises is allowed. However, none of the vehicles or dwellings mentioned in this sub-paragraph may be placed or stored on any

vacant lot on which there is presently no residence, whether in construction or completed, except as provided herein.

Mobile homes (as defined in Montana Code Section 15-24-201), house trailers and temporary structures shall not be placed upon any lot.

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f) No preconstructed or old building, whether intended to be used in whole or in part as the main residential structure or as a garage or other outbuilding shall be moved upon any lot.

g) No galvanized metal sidings or roofs shall be used on the exterior of permissible structures. Factory-painted metal roofing or siding is permissible, provided the materials is non-reflective or vinyl coated and provided the color and paint are maintained.

Covenant No. 13 - No basement without a superstructure, or shack, garage, barn or other out-buildings shall be used as a residence.

Covenant No. 14 - There will be no water hookups without approval of the Building Committee. The Committee shall give 24-hour notice in advance of water shutoffs through its authorized water representative. All water hookups must have 3/4 inch, type "K" copper, or schedule 80 PVC pipe and a shutoff valve at the main line (a standard sketch of the water hookup detail will be available upon request from the Building Committee or the authorized water representative). It will be the property owner's responsibility to provide connection and water shut-off valve to the water main. Water is for use by owners only, on their own property.

Covenant No. 15 - Each lot may have one propane storage tank of a size for residential use. No other fuel storage tanks of any kind shall be permitted.

Covenant No. 16 - Homeowners may construct a fence, to be located on property boundaries, which does not exceed five (5) feet in height.

Covenant No. 17 - The Association reserves, for itself and utility companies, all necessary easements for the construction and maintenance of water and sewer lines and electric transmission, telephone and television systems.

Covenant No. 18 - No individual or private wells or water systems shall be permitted or allowed upon any lot, other than that of the Association.

Property Maintenance

Covenant No. 19 - Road Excavation and Repairs. Owners are responsible for any repair for road damage caused by any construction on their property. Owners shall follow these procedures for excavation and backfill for roadways, water lines, sewer lines, or for other reasons:

The excavation shall be of minimum size in order to minimize damage to the road structure. Any paved road surface shall be saw cut prior to excavation.

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After all necessary work has been completed, the backfill shall be performed in a professional and workmanlike manner. The backfill will meet a compaction test of 95% and shall be placed in lifts (compacted layers) not to exceed twelve (12) inches in depth.

The top six (6) inches of excavation shall be backfilled with three quarter (3/4) inch crushed rock.

After vehicle traffic has been allowed to compact the excavated area, the top two (2) inches shall be dug out and two (2) inches of "Montana State" approved asphalt placed there by the Board approved contractor.

All work must be approved by the Association Board of Directors.

Covenant No. 20 -

a) No part of this subdivision shall be used or maintained as a dumping or storage ground for rubbish, trash, garbage, old automobiles, automobile parts or lumber (except for construction). All garbage and refuse shall be stored only in plastic or metal garbage cans which are in good, secure condition and have a firmly secured lid. Garbage cans and all waste, pending removal, shall be obscured from public view and kept in a manner not threatening to views or health of the community. Owners shall dispose of garbage at regular intervals.

b) Lots shall be kept clear of debris and free of noxious weeds, excessively long grass, deadfall and any other fire hazard. No lot shall be maintained in such a fashion as to constitute a public or private nuisance to a neighbor or to the neighborhood. No owner shall burn leaves or refuse on the streets. Any owner burning refuse on their own property shall obtain an appropriate permit from the State, County, and Forest Service, and they shall notify the local volunteer fire department.

Covenant No. 21 - Each owner of a lot on which there is a structure shall perform exterior maintenance to the property and buildings, including painting, repairing, maintaining the lawn and grounds 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 the event any owner fails or neglects to provide such maintenance, the Board shall notify such owners in writing, specifying the failure and demanding that it be remedied within thirty (30) days.

Covenant No. 22 - No automobiles shall be kept along any street or on any lot which are not in operating condition. No mobile homes, trucks exceeding one ton rating, unlicensed or unsightly vehicles shall at any time be parked or allowed to remain on any lot or along the curbs. Recreational vehicles, including water craft, shall be

2002254 16000

stored on personal property in a manner that is not objectionable to the neighbors or neighborhood.

Animal and Pet Restrictions

Covenant No. 23 - No livestock or any other animals shall be kept or maintained on the property except dogs or cats, provided such pets are not a nuisance to neighbors or the neighborhood. No animal may be kept on the property if it is dangerous, unmanageable or uncontrolled. No animals may be kept for breeding or commercial purposes. Kennels external to a residence are prohibited. All household pets SHOULD be restrained within a fence, or by direct control by leash, tether or other restraint.

If a pet engages in any annoying activity, such as excessive barking, biting, harassing persons in the neighborhood, eating or disturbing garbage, destroying vegetation or any other obnoxious activity any owner or the Board may give the owner of such animal ten (10) days' written notice to restrain the animal within a fence, by tether or leash or keep the animal inside their residence. If the owner then fails to comply, any resident or the Board may resort to any legal means to remedy the nuisance activities caused by the animal including, but not limited to, having the animal picked up by law enforcement authority.

There is no hunting within the sub-division, nor shall any owner or any person be allowed to destroy any game animals, birds, or wildlife except rodents within the boundaries of the sub-division.

Enforcement and Amendment

Covenant No. 24 - Any covenant contained herein may be enforced by any individual lot owner by appropriate judicial action. Any owner or the Board may seek an order from a court compelling an owner to do or perform any act required under these covenants. Any owner or the Board may obtain an injunction against any activity prohibited by these covenants. In any judicial action, the prevailing party shall be entitled to their reasonable attorney's fees and costs of suit.

a) In the event the Board or Association is compelled to remove garbage or refuse, burn, or otherwise maintain any lot after an owner has neglected or refused to do so, the Association or Board may assess the noncompliant lot owner with all of the costs of such maintenance. No owner shall be liable for such costs unless the Board gives thirty (30) days advance written notice to the owner of such violation and the required maintenance by certified mail, return receipt required, postage prepaid, to the current tenant and owner of record of the offending lot or lots, at their last known address or address of record with the Flathead County Treasurer's Office.

No prior notice will be required for the mowing of vacant lots by the Association. All vacant, unmowed lots will be mowed as needed, and the owner billed for such service unless prior arrangement for maintenance is made.

b) If the Board expends funds maintaining a lot after giving required notice, then the Board shall bill the lot owner. The Board may collect such costs by any lawful means and shall be entitled to all costs of collection, including a reasonable attorney's fee. Alternatively, or in addition to such collection, the Board is authorized to file and record a lien against the offending lot owner's real property. The lien shall describe the infraction, and the Board's costs in remedying or maintaining the property in compliance with the covenants. Such lien shall state that a true and correct copy of the lien shall have been mailed to the lot owner at their last known address or address of record with the Flathead County Treasurer's office by certified mail, return receipt requested. If the offending lot owner refuses to pay the amount demanded in the lien, the Board may foreclose the lien in accordance with mortgage foreclosure laws of Montana.

Covenant No. 25 - If an owner fails or neglects to pay an assessment, the Board may follow the same lien filing procedure as set forth above.

Covenant No. 26 - The restrictions contained herein shall be appurtenant to and run with the land and shall continue indefinitely. The Association may revise these covenants at any time as follows:

a) The Board or any owner may propose any revision, addition or deletion of a covenant(s) at any time. For any proposed change, the Board will give written notice of a proposed change to each member of the Association at least thirty (30) days prior to the Association's regular meeting. The proposed changes may be summarized.

b) At the annual meeting, the precise, proposed change(s) will be distributed to each member in attendance.

c) The Association will discuss the merits of each proposed change.

d) Proposed changes will be voted upon by attending members.

e) Votes will be counted orally (aye/nay) or by show of hands.

f) The results of the vote will be announced at those meetings, with the number of members voting in favor of the proposed change(s) and the number of members voting against the proposed change(s).

g) If two-thirds of those members present vote in favor of a proposed change, then that change has passed and the covenants will be revised to reflect the change.

h) The president and secretary shall give written certification, under oath, that these steps have been followed and that a change(s) has been approved.

i) The change(s), together with the certification, shall be recorded with the Flathead County Clerk and Recorder.

j) The effective date of all changes shall be thirty (30) days from the date they are recorded, or as specified within the proposed change.

Covenant No. 27 - The covenants may be enforced by proceeding at law or in equity against any person, firm or corporation violating, attempting to violate, or threatening to violate any of these covenants. The court may restrain violation of these restrictions and award damages. The Board, Association or any owner of property in the subdivision may commence appropriate judicial proceedings to enforce or prevent violation of these restrictions and recover damages.

If a court invalidates one or more of these covenants, the invalidation shall not affect the remaining covenants and restrictions. For any legal proceeding under these covenants, the prevailing party is entitled to their costs of suit and a reasonable attorney's fee.

Covenant No. 28 - Assessment and Dues. All the property owners in this subdivision are to be assessed equally in the amount of \$115.00 per year per lot, whether their property is vacant land or has improvements. However, owners of lots on which homes have been built will be assessed an additional fee of \$150.00 per year for water usage. Moreover, a "reserve fund" shall be established to cover future costs and improvements needed in the water systems as may be necessitated by government regulations. In order to fund and maintain the "reserve account" an additional assessment of \$50.00 per year shall be assessed to ALL property owners whether their property is vacant land or has improvements. The funds will be placed in an interest bearing account and be used as needed. This new covenant No. 28 shall go into effect on January 1, 2000. Additional amounts may be assessed for the administrative expenses of the Homeowners' Association, insurance, accountant's fees, attorney's fees, court and recording fees, road maintenance, improvements and snowplowing, landscaping and maintenance of landscaping, and for funding of all other activities authorized by these Covenants. If a property owner fails to pay the above referenced assessments and dues the Board may follow the lien and foreclosure enforcement procedures and provisions set forth in Covenant No. 24. The Board of Directors of the Association may increase or decrease the above assessments by a majority vote at any regular, annual meeting. It is not necessary that such increases or decreases be reflected in future amendments to these Covenants. Instead, such increases shall be

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effective only from the date on which the Board records a new statement of current assessment schedule with the office of the Clerk and Recorder of Flathead County, Montana.

Covenant No. 29 -

a) As used in this Covenant, these definitions apply:

1. "Fixture" means the assembly that holds the lamp in a lighting system. It includes the elements designed to give light output control, such as a reflector (mirror) or refractor (lens), the ballast housing, and the attachment parts.

2. "Horizontal Cut-Off" means a feature of a fixture designed in such a manner that light rays emitted by the fixture, either directly from the lamp, reflector, lens, or housing, are projected at least 15 degrees below a horizontal plane running through the lowest point on the fixture from which the light is emitted.

b) Except as provided in this Covenant, every exterior light fixture installed or replaced after May 6, 2002 must use a horizontal cut-off.

c) The height of an exterior light fixture may not exceed the structure height permitted by these Covenants.

d) This Covenant does not apply to any exterior lighting fixture that is both (i) attached to a dwelling, garage or shed and (ii) contains incandescent bulbs totaling 100 watts or less or other light sources totaling 70 watts or less.

e) This Covenant does not apply to seasonal lighting used for the celebration of commonly acknowledged holidays or special events.

This Second Amendment and Restatement of Covenants supersedes all earlier covenants, restatements and amendments thereto previously filed by LAKEVIEW PARK ESTATES HOMEOWNER'S ASSOCIATION or by others, with the Flathead County Clerk and Recorder's office.

CERTIFICATION

Pursuant to Covenant No. 26 of the Amendment and Restatement of Covenants of Lakeview Park Estates filed on November 10, 1997, and recorded at micro-file No. 1997-731-09540 at the office of the Clerk and Recorder of Flathead County, Montana, we hereby certify that the following steps were taken.

1) The Board gave written notice of the proposed changes to each member of the Association at least thirty (30) days prior to the Association's regular meeting.

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**Homeowners in attendance at
The May 6, 2002 annual meeting**

Lot 32 - Doug and Joanne Allen
Lot 30 - George Bayha
Lot 29 - Shirley Beringer
Lot 61 - Larry and Nancy Bern
Lot 11A - Terry Cariveau
Lot 7 - George McGinnis and Anne Clark
Lot 9A - Rick Clark
Lot 48 - Larry and Patty Faloon
Lot 50 - Steve and Janet Heinze
Lot 31 - Mike Katchur
Lot 3/5/8 - Doug and Nancy Nash
Lot 52/55/56- Art Novak
Lot 24 - Janice Rochester
Lot 17 - Dan and Betty Rogers
Lot 27 - Bernard Rosling

2002254 | 10000

2) At the annual meeting on May 6, 2002, the precise, proposed changes were distributed to each member in attendance.

3) The Association members discussed the merits of each proposed change.

4) The members voted by verbal aye/nay unanimously on all changes. Attached is the list of attending members.

5) The results of the balloting was announced at the annual meeting on May 6, 2002, with the number of members voting in favor of the proposed changes and the number of members voting against the proposed changes.

6) At least two-thirds of those members present voted in favor of the proposed changes and restatement set forth above.

7) The president and secretary hereby certify, under oath, that these steps were taken and that, therefore, the above Second Amendment and Restatement of Covenants has passed and been duly enacted.

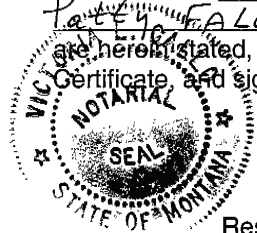
Dated this 11 day of September, 2002.

Signed: [Signature]
President

Signed: [Signature]
Secretary

STATE OF MONTANA
SS
COUNTY OF FLATHEAD

On this 11th day of Sept, 2002, LARRY FALON AKA J L FALON and PATTY FALON, each known to me to be the same persons whose names are herein stated, personally appeared before me, swore to the truth of the above Certificate and signed or acknowledged their signatures above.

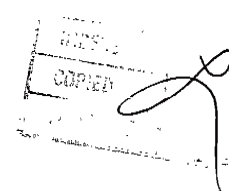


[Signature]
Notary Public for the State of Montana GALLO

Residing at: Wjsh.MT

My commission expires: Mar 22, 2003

Return to: Patty Falon
P.O. Box 155
Lakeside, MT 59922



Second Amendment and Restatement of Covenants-Lakeview Park Estates - 12

STATE OF MONTANA, }
County of Flathead } SS

Recorded at the request of Lakeview Park Estates HOA
this 11 day of Sept, 2002 at 4:00 o'clock and recorded in
the records of Flathead County, State of Montana.

Fee \$ 78- Pd.

[Signature]
(Flathead County Clerk and Recorder)

RECEPTION NO. 2002254 | 10000

RETURN TO Lakeview Park Est HOA
Box 155 Lakeside MT 59922

[Signature]
(Deputy)

200225416010

C

STATEMENT OF CURRENT ASSESSMENT SCHEDULE OF LAKEVIEW PARK ESTATES AND LAKEVIEW PARK ESTATES UNIT #2

As of July 1, 2002, the following is a complete schedule of all of the regular annual assessments of lots in LAKEVIEW PARK ESTATES and LAKEVIEW PARK ESTATES UNIT #2, as provided for by the Second Amendment and Restatement of Covenants filed on Sept. 11, 2002, as Reception N200225416000 in the office of the Clerk and Recorder of Flathead County, Montana.

Every lot, whether vacant or containing a structure, is assessed:

- 1. For membership dues and road maintenance, \$115.00, and
2. For reserve account for water system improvements, \$50.00.

In addition, every lot on which a home has been built is assessed an additional \$150.00 for water.

For more information, please refer to the above-referenced Second Amendment and Restatement of Covenants on file with the Clerk and Recorder of Flathead County, Montana.

LAKEVIEW PARK ESTATES HOMEOWNERS' ASSOCIATION, by:

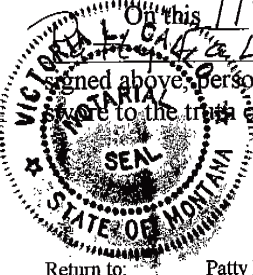
Signatures of Larry Faloon and Patty Faloon with their respective titles: President and Secretary/Treasurer.

State of Montana
SS:
County of Flathead

LIBR07

0163261
0163262
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0163266
0163267
0534715
0063415

On this 11th day of Sept, 2002, Larry Faloon and Patty Faloon, each known to me to be the persons whose names are signed above, personally appeared before me, signed or acknowledged their signatures above, and swore to the truth of the above statement.
Victoria Gallo (Victoria L Gallo)
Notary Public in and for Montana
Residing at: Wfsh m
My commission expires: Mar 22, 2003



Return to: Patty Faloon
P.O. Box 155
Lakeside, MT 59922

STATE OF MONTANA, }
County of Flathead } ss

Recorded at the request of Lakeview Park Estates HOA
this 11 day of Sept, 2002 at 4:01 o'clock and recorded in the records of Flathead County, State of Montana.

Fee \$ 60 Pd. Susan St. Harrison (Flathead County Clerk and Recorder)

RECEPTION NO. 200225416010
RETURN TO Lakeview Park Est HOA
Box 155 Lakeside, MT 59922

Table with 3 rows: INDEXED, COPIED, COMPARED, each with a checkmark.

When Recorded Return to:

Buckwalter Law Firm
40 2nd St. E. Ste 222
Kalispell, MT 59901



Debbie Pierson, Flathead County MT by MW

202000036920

Page: 1 of 18

Fees: \$119.00

11/2/2020 3:43 PM

**THIRD AMENDMENT AND RESTATEMENT OF COVENANTS OF
LAKEVIEW PARK ESTATES AND LAKE VIEW PARK ESTATES UNIT 2**

This Third Amendment and Restatement of Covenants, Conditions, and Restrictions for LAKEVIEW PARK ESTATES and LAKEVIEW P ARK ESTATES UNIT #2 is made and entered into this 13th day of July, 2020, by the owners of the real property and improvements commonly described as LAKEVIEW PARK ESTATES AND LAKEVIEW PARK ESTATES Unit #2 and are set forth below.

WITNESSETH:

WHEREAS the Declaration of Covenants, Conditions, and Restrictions for LAKEVIEW PARK ESTATES (hereinafter "Declaration") was executed on the 4th day of May, 1973, and recorded at Book 554 Page 50 at the office of the Clerk and Recorder of Flathead County, Montana;

WHEREAS an Amendment to the Declaration of Covenants was filed October 17, 1996, and recorded at Micro-file No. 96-291-11500 at the office of the Clerk and Recorder of Flathead County, Montana;

WHEREAS an Amendment and Restatement to the Declaration of Covenants was filed November 10, 1997 and recorded at Micro-file No. 1997-731-09540 at the office of the Clerk and Recorder of Flathead County, Montana;

WHEREAS a First Amendment to the Restatement of Covenants of LAKEVIEW PARK ESTATES was filed on June 10, 1999 and recorded at Micro-file No. 1999-161-15090 at the office of the Clerk and Recorder of Flathead County, Montana;

WHEREAS a Second Amendment and Restatement of Covenants of LAKEVIEW PARK ESTATES AND LAKEVIEW PARK ESTATES UNIT 2 was filed on September 11, 2002 and recorded at Micro-file No. 200225416000;

WHEREAS the subject real property and improvements are commonly described as Lakeview Park Estates and Lakeview Park Estates Unit #2, Flathead County, Montana;

See Assr #'s Attached to



WHEREAS the Homeowners Association of the subject real property and improvements desire to amend the "Declaration" for the benefit of said real property and improvements and for each other thereof as provided herein;

NOW THEREFORE the Owners hereby declare that the "Declaration" of Covenants of and for LAKEVIEW P ARK ESTATES and LAKEVIEW PARK ESTATES UNIT #2, (hereinafter jointly referenced as "this subdivision") are amended and restated in their entirety as follows:

The owners of all the said lots in this subdivision, their heirs, successors, and assigns covenant that any and all real property now owned or conveyed shall be owned, possessed, conveyed, transferred, or encumbered and sold subject to the following restrictions, covenants, reservations, easements, and other limitations upon the use and occupancy of the property conveyed, particularly with respect to the use of land and buildings erected or to be erected thereon.

Homeowners' Association

Covenant No. 1-All owners of real property in this subdivision are members of the LAKEVIEW PARK ESTATES HOMEOWNERS' ASSOCIATION, (the "Association"). All members will abide by present or future By-laws, Covenants, and reasonable rules and regulations of the Association which may be adopted from time to time. Owners shall pay the Association such annual dues and assessments as its Board of Directors shall determine. The Association may collect from an owner all costs of collection and reasonable attorney fees for collection of delinquent assessments or for enforcement of any other rule of the Association.

All present or future owners further covenant and agree to participate in the manner prescribed by the present or future covenants or by-laws of the Association and the resolutions of its Board of Directors, in the funding of maintenance of all community improvements such as water systems, landscaped areas, roads, and road improvements covered by this instrument.

The Association hereby authorizes the creation and operation of a Board of Directors ("Board"), consisting of not less than three (3) and not more than five (5) directors. The directors shall be members of the Association prior to election. The Board shall organize and supervise the business and affairs of the Association subject to these covenants. The Board is primarily responsible for enforcement of covenants. The Board is authorized to create and revise a set of By-laws. These By-laws, as amended from time to time, shall be binding upon each and every homeowner and upon real property within the subdivision and each and every homeowner and property owner within the Association agrees to be bound by the By-laws and these Covenants. The Board shall be elected and shall serve for terms of office as may be provided for in the By-laws.

Covenant No.2- One (1) vote is hereby allocated to each lot. When more than one person owns an interest in any lot, the vote for such lot shall be exercised as such persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. If joint owners of the same lot vote in opposite ways, the vote attributed to their joint lot shall be apportioned fractionally in proportion to the vote of the joint owners. If one joint owner of a lot casts a vote, the entire one vote of that lot shall be considered as cast, unless one or more additional



joint owners cast a contradictory vote. If lots have been combined as permitted in Covenant No. 5, below, then the vote for the lot has ceased to exist and shall be divided among and given proportionally to the owners of the enlarged, adjacent lots. Only members in good standing in the Association may vote or be counted to establish a quorum.

Covenant No.3- The Association Board may grant variances, upon application, to any covenants, with written approval of adjoining neighbors, if applicable.

Covenant No. 4- The Association shall maintain the roadways within Lakeview Park, including, but not limited to, Lakeview Drive, Juniper Lane, Timberlake Drive, Timberlane Terrace, and Grandview Terrace.

- a) The costs incurred by the Association to maintain and repair all public roadways within the subdivision will be shared equally by all property owners.
- b) The failure of any property owner to pay such assessment within 60 days of the date of billing may result in the filing and recording of a lien. The Board shall follow the lien and foreclosure enforcement procedures and provisions set forth in Covenant No. 24. Final decisions relative to this matter shall be that of the Board.

Covenant No.5- No Lot may be subdivided in any manner, and no lot shall be broken up by a sale of a portion or portions of the lot. This paragraph shall not prohibit joint or common ownership of any lot, though it shall prohibit partition by joint or common owners, whether by agreement or court order. Furthermore, this paragraph shall not prohibit the combining of lots by boundary adjustment or the subdivision of lots that will be absorbed into adjacent lots when this process reduces the number of lots and creates one or more larger lots, while creating no lots smaller than those already existing.

Covenant No. 6- Property shall be used for residential purposes only. No property will be used for any commercial or agricultural purpose. Property shall not be used for any licensed daycare facility, preschool, or any other self-contained business or enterprise which normally produces additional traffic above and beyond normal residential use.

Covenant No. 7- No lot may be built as or used for a multiple family dwelling. Property or homes may be leased or rented for a time period of not less than 30 consecutive days. "Vacation rentals" are prohibited.

Covenant No. 8- No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may become a nuisance to the neighborhood.

Building Restrictions

Covenant No.9- APPROVAL OF PLANS AND SPECIFICATIONS: No building or structure of any kind including protective screening, yard lights, mail boxes, fuel tanks, location of radio and T.V antennas, as well as construction sheds, out buildings, and single family dwellings shall be erected or placed upon any lot until the plans and specifications for such construction, together with a plot plan showing the location of the structure has been approved by the Board as



to the proposed workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to lot lines, finish grade elevations and other requirements which may be imposed by the Architectural Review Board ("Review Board"). The Review Board shall be appointed by the directors. There shall be at least three (3) members of the Review Board, who are not members of the Board.

The Review Board shall have thirty (30) days in which to approve or reject plans. Failure to issue a written decision within that period shall constitute approval for the individual property owner to construct the proposed structure according to the plans, provided that the construction must still comply with covenants and by-laws in effect.

The Review Board retains the authority to stop construction if construction is not in accordance with approved plans.

The Review Board may, by appropriate injunction without bond, obtain an order from the Flathead County District Court to stop and enjoin any construction when such construction is inconsistent with any provision if these covenants and such construction is under a plan or plans which have not been presented to the Review Board.

If the Review Board disapproves of submitted plans, it shall state its reason or reasons for doing so. Any lot owner may resubmit an application for approval of its plans upon modification or correction of deficiencies. Alternatively, a property owner whose plans have been disapproved may appeal the disapproval to the Board of the Association, whose decisions shall be final.

The Review Board may also grant variances, upon application, to covenants regarding building restrictions.

Covenant No. 10- All improvements, buildings or structures shall be located at least twenty-five (25) feet from a street line (the actual boundary line of the property), twenty-five (25) feet from the rear lot line, and at least ten (10) feet from the adjoining property lines. Set backs shall be measured from the foundation of a structure with a reasonable roof overhang.

Covenant No. 11-Height Restrictions: The purpose of height limitations is to protect the views from members' residences from obstruction. All buildings are prohibited from having more than one (1) story, except for two-story buildings which have a daylight basement. The lowest eave dripline of any building shall not exceed ten (10) feet from the undisturbed grade of the lot at the highest point on the lot line. Maximum height of all buildings constructed or remodeled after this date shall not exceed thirty (30) feet, measured from the lowest floor level to the highest point of the roof.

Tree Height: No owner shall plant any tree which, by natural growth, will obstruct the view of another resident, or move any natural rocks or trees that will obstruct the view of another resident.

Covenant No. 12- No structure may be built upon any lot except one single family dwelling of not less than 1,200 sq. ft. finished ground floor living area.



- a) The architectural design of all structures erected or placed on the property shall be similar to and compatible with that of other structures on the property.
- b) The exterior of all structures erected or placed upon the property shall be completed in the same or similar materials, in grade, quality, appearance and color including paint, as all other structures on the property.
- c) Each dwelling shall be fully completed externally, including siding and/or masonry, paint and roof, ground rough graded, soffits, fascia, trim, windows, steps, sidewalk installed and building debris removed within one year from the time construction starts on such building. Plumbing fixtures and utilities must also be completed within one year. During the one year construction period one recreational vehicle, which is approved in writing by the Review Board, will be allowed on the lot where the dwelling is being constructed.
- d) No commercial signs, advertisements, billboards, or advertising structures of any kind shall be erected or maintained except upon the consent of the Board. No permission shall be required for the erection of one advertising sign, of not more than six (6) square feet in size, used solely to advertise a property during construction and initial sale with a sign not to exceed six (6) foot square.
- e) No temporary building or partly finished building or structure, including basements, tents, camp trailers, or truck-mounted campers shall be erected or placed on the property or used as a permanent or temporary dwelling, except as provided herein. A pre-manufactured home may be placed upon a lot, provided that it is approved by the Review Board and placed upon a permanent foundation. Placement or storage of recreational or camping vehicles or apparatus for use off the premises is allowed. However, none of the vehicles or dwellings mentioned in this sub paragraph may be placed or stored on any lot in a manner that obstructs views or road plowing, and none of the vehicles or dwellings mentioned in this sub paragraph may be placed or stored on any vacant lot on which there is presently no residence, whether in construction or completed, except as provided herein. Mobile homes (as defined in Montana Code Section 15-24-201), house trailers and temporary structures shall not be placed upon any lot.
- f) Unless previously approved by the Board in writing, no pre-constructed or old building, whether intended to be used in whole or part as the main residential structure or as a garage or other outbuilding shall be moved upon any lot.
- g) No galvanized metal sidings or roofs shall be used on the exterior of permissible structures. Factory-painted metal roofing or siding is permissible, provided the material is non-reflective or vinyl coated and provided the color and paint are maintained.

Covenant No. 13- No basement without superstructure, or shack, garage, barn or other out-buildings shall be used as a residence.

Covenant No. 14- There will be no water hookups without approval of the Review Board. The Review Board shall give 24- hour notice in advance of water shutoffs through its authorized water representative. All water hookups must have approved, type "K" copper, or schedule 80 PVC pipe and shutoff valve at the main line (a standard sketch of the water hookup detail will be



available upon request from the Review Board or the authorized water representative). It will be the property owner's responsibility to prove connection and water shut-off valve to the water main. Water is for use by owner only, on their own property.

Covenant No. 15- Each lot may have one propane storage tank of a size for residential use. No other fuel storage tanks of any kind shall be permitted.

Covenant No. 16- Homeowners may construct a fence, to be located on property boundaries, which does not exceed five (5) feet in height.

Covenant No. 17- The Association reserves, for itself and utility companies, all necessary easements for the construction and maintenance of water and sewer lines and electric transmission, telephone and television systems.

Covenant No. 18- No individual or private wells or water systems shall be permitted or allowed upon any lot, other than that of the Association.

Property Maintenance

Covenant No. 19- Road Excavation and Repairs. Owners are responsible for any repair for road damage caused by construction on their property. Owners shall follow these procedures for excavation and backfill for roadways, water lines, sewer lines, or for any other reasons:

The excavation shall be of minimum size in order to minimize damage to the road structure. Any paved road surface shall be saw cut prior to excavation.

After all necessary work has been completed, the backfill shall be performed in a professional and workman like manner. The backfill will meet a compaction test of 95% and shall be placed in lifts (compacted layers) not to exceed twelve (12) inches in depth.

The top six (6) inches of excavation shall be backfilled with three quarter (3/4) inch crushed rock.

After vehicle traffic has been allowed to compact the excavated area, the top two (2) inches shall be dug out and two (2) inches of "Montana State" approved asphalt placed there by the Board approved contractor.

All work must be approved by the Board.

Covenant No. 20-

- a) No part of this subdivision shall be used or maintained as a dumping or storage ground for rubbish, trash, garbage, old automobiles, automobile parts or lumber (except for construction). All garbage and refuse shall be stored only in plastic or metal garbage cans which are in good, secure condition and have a firmly secured lid. Garbage cans and all waste, pending removal, shall be obstructed from public view and kept in a manner not threatening to views or health of the community. Owners shall dispose of garbage at regular intervals.



- b) Lots shall be kept clear of debris and free of noxious weeds, excessively long grass, deadfall and any other fire hazard. No lot shall be maintained in such a fashion as to constitute a public or private nuisance to a neighbor or to the neighborhood. No owner shall burn leaves or refuse on the streets. Any owner burning refuse on their property shall obtain an appropriate permit from the State, County and Forest Service, and they shall notify the local volunteer fire department.

Covenant No. 21- Each owner of a lot on which there is a structure shall perform exterior maintenance to the property and buildings, including painting, repairing, maintaining the lawn grounds 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 the event any owner fails or neglects to provide such maintenance, the Board shall notify such owners in writing, specifying the failure and demanding that it be remedied within thirty (30) days.

Covenant No. 22- No automobiles shall be kept along any street or on any lot which are not in operating condition. No mobile homes, trucks exceeding one-ton rating, unlicensed or unsightly vehicles shall at any time be parked or allowed to remain on any lot or along the curbs. Recreational vehicles, including watercraft, shall be stored on personal property, provided that such recreational vehicles are operable and stored in a manner that is orderly and not unsightly, that does not obstruct views, and does not result in accumulation of recreational vehicles on the property.

Animal and Pet Restrictions

Covenant No. 23- No livestock or any other animals shall be kept or maintained on the property except dogs or cats, provided such pets are not a nuisance to neighbors or the neighborhood. No animal may be kept on the property if it is dangerous, unmanageable, or uncontrolled. No animals may be kept for breeding or commercial purposes. Kennels external to a residence are prohibited. All household pets SHOULD be restrained within a fence, or by direct control by a leash, tether, or restraint, according to Flathead County Amended Ordinance No.3, Section 4.

If a pet engages in any annoying activity, such as excessive barking, biting, harassing persons in the neighborhood, eating or disturbing garbage, destroying vegetation, or any other obnoxious activity any owner or the Board may give the owner of such animal ten (10) days' written notice to restrain the animal within a fence, by tether or leash, or keep the animal inside the residence. If the owner then fails to comply, any resident or the Board may resort to any legal means to remedy the nuisance activities caused by the animal including, but not limited to, having the animal picked up by law enforcement authority.

There is no hunting within the sub-division, nor shall any owner or any person be allowed to destroy any game animals, birds, or wildlife except rodents within the boundaries within the sub-division.



Enforcement and Amendment

Covenant No. 24-

Any covenant contained herein may be enforced by any individual lot owner, the Association, and/or the Review Board by appropriate judicial action. Any owner, the Association, and/or the Review Board may seek an order from a court compelling to do or perform any act required under these covenants. Any owner, the Association, and/or the Review Board may obtain an injunction without bond against any activity prohibited by these covenants. **In** any judicial action, the prevailing party shall be entitled to their reasonable attorney's fees and costs of a suit.

In the event of any act or condition of non-compliance of the covenants contained herein by an Owner, the Review Board or the Association shall provide to the Owner a notice of non-compliance and demand that said Owner take any and all steps necessary to correct said act or condition of non-compliance within fifteen (15) days. **If** the Owner fails to terminate or correct the non-complying act or condition within fifteen (15) days, then the Association, the Review Board or their duly authorized agents, in furtherance of the general health, welfare and safety of the owners, shall have the right to undertake any and all action that they in their sole discretion deem necessary and reasonable under the circumstances in order to terminate or correct the act or condition of noncompliance including without limitation, imposing fines, obtaining legal or equitable relief including injunctions or orders of specific performance, foreclosing liens and terminating any unsafe or hazardous activity. **In** the event of an emergency arising from any act or condition of non-compliance which the Association or the Review Board determines to constitute or pose a health hazard or dangerous condition threatening the life or safety of any persons, the Association or the Review Board or their duly authorized agent shall be entitled to immediately undertake any and all action that it determines in its sole discretion to be reasonable and necessary, without notice to the owner, in order to terminate, eliminate, remove or correct the dangerous or hazardous non-complying act or condition including, without limitation, obtaining legal or equitable relief including injunctions or orders of specific performance and/or entering upon the premises in order to undertake corrective action. The owner of the lot on which any such non-complying act or condition exists shall solely be responsible for repaying to the Association or the Review Board any and all costs incurred by the Association or the Review Board including attorney's fees and costs of court, in terminating or correcting the non-complying act or condition on the lot, regardless of whether a lawsuit is filed. The Association shall further be entitled to a lien upon said owner's lot in the amount of such costs, including attorney's fees and costs of court, the creation, maintenance and foreclosure of which lien is to be governed by the same terms and conditions as those governing the creation, maintenance and foreclosure of liens as set forth herein.



No prior notice will be required for the mowing of vacant lots by the Association. All vacant, un-mowed lots will be mowed as needed, and the owner billed for such service unless prior arrangement for maintenance was made.

- a) If the Board expends funds maintaining a lot after giving required notice, then the Board shall bill the lot owner. The Board may collect such costs by any lawful means and shall be entitled to all costs of collection, including a reasonable attorney's fee. Alternatively, or in addition to such collection, the Board is authorized to file and record a lien against the offending lot owner's real property. The lien shall describe the infraction, and the Board's costs in remedying or maintaining the property in compliance with the covenants. Such lien shall state that a true and correct copy of the lien shall have been mailed to the lot owner at their last known address or address of record with the Flathead County Treasurer's Office by certified mail, return receipt requested. If the offending lot owner refuses to pay the amount demanded in the lien, the Board may foreclose the lien in accordance with mortgage foreclosure laws of Montana.

Covenant No. 25- If an owner fails or neglects to pay an assessment, the Board may follow the same lien filing procedure as set forth above.

Covenant No. 26- The restrictions contained herein shall be appurtenant to and run with the land and shall continue indefinitely. The Association may revise the covenants at any time as follows:

- a) The Board or any owner may propose revision, addition or deletion of a covenant(s) at any time. For proposed change, the Board will give written notice of a proposed change to each member of the Association at least thirty (30) days prior to the Association's regular or specially called meeting. The proposed changes may be summarized.
- b) At the annual or specially called meeting, the precise, proposed change(s) will be distributed to each member in attendance.
- c) The Association will discuss the merits of each proposed change.
- d) Proposed changes will be voted upon by attending members.
- e) Votes will be counted orally (aye/nay) or by a show of hands, and the secretary will record the votes in the meeting minutes.
- f) The results of the vote will be announced at those meetings, with the number of members voting in favor of the proposed change (s) and the number of members voting against the proposed change(s).
- g) If two-thirds of those members present vote in favor of a proposed change, then that change has been passed and the covenants will be revised to reflect the change.
- h) The president and secretary shall give written certification, under oath, that these steps have been followed and that a change(s) has been approved.

- i) The change(s), together with the certification, shall be recorded with the Flathead County Clerk and Recorder.
- j) The effective date of all changes shall be thirty (30) days from the date they are recorded, or as specified within the proposed change.

Covenant No. 27- The covenants may be enforced by proceeding at law or in equity against any person, firm, or corporation violating, attempting to violate, or threatening to violate any of these covenants. The court may restrain violation of these restrictions without bond and award damages. The Board, Association or any owner of property in the subdivision may commence appropriate judicial proceedings to enforce or prevent violation of these restrictions and recover damages.

If a court invalidates one or more of these covenants, the invalidation shall not affect the remaining covenants and restrictions. For any legal proceeding under these covenants, the prevailing party is entitled to their costs of suit and a reasonable attorney's fee.

Covenant No. 28- Assessment and Dues. All the property owners in this subdivision are to be assessed equally, whether their property is vacant land or has improvements. However, owners of lots on which homes have been built will be assessed a fee of \$500.00 per year, which includes water usage. Owners of vacant lots will be assessed a fee of \$300.00 per year, which excludes water usage. Moreover, a "reserve fund" can be established, to cover future costs and improvements needs in the water systems as may be necessitated by government regulations. In order to fund and maintain the "reserve account" an additional assessment per year can be assessed to ALL property owners whether this property is vacant or has improvements. The funds will be placed in an interest-bearing account and will be used as needed. Additional amounts may be assessed to the administrative expenses of the Association, insurance, accountant's fees, attorney's fees, court and recording fees, road maintenance, improvements, snowplowing, landscaping and maintenance of landscaping, and for further funding of all other activities authorized by these Covenants. If a property owner fails to pay the above referenced assessments and dues the Board may follow the lien and foreclosure enforcement procedures and provisions set forth in Covenant No. 24. All unpaid assessments shall bear interest at the rate often percent (10%) or the highest amount allowed under Montana law. The Board may increase or decrease the above assessments by a majority vote at any regular, annual meeting. It is not necessary that such increases or decreased be reflected in future amendments to the Covenants.

Covenant No. 29-Fines

In addition to the other means of enforcement herein, all covenants, conditions and restrictions herein may be enforced as follows:

- (a) The Board may impose fines upon owners for violations.
- (b) Prior to the imposition of a fine, the Board or its agent shall give the owner in question written notice of the violation and intended amount of the fine, and the notice shall provide fifteen (15) days' opportunity, after receipt of the notice, to correct the violation so as to avoid the fine.

(c) If the violation is remedied within the fifteen (15) day period, no fine shall be imposed. If the violation is not corrected within the fifteen (15) day period, the Board may, but is not required to, impose a fine, using the procedures set forth below.

(d) The Board may impose fines ranging from ten dollars (\$10) to one hundred dollars (\$100) for violations continuing after the owner's receipt of the written notice. Each separate day of a continuing violation may be considered a separate violation. Imposition of a fine shall be by mailing a notice, certified mail, return receipt requested, to all owners of the lot in question. In determining the appropriate amount of a fine, the Board shall consider, among other factors:

- (i) Whether the violation threatened the health or safety of anyone,
- (ii) Whether the violation involved physical damage to property of another, to Community Property, or to the environment,
- (iii) The cost of remedying the violation, and
- (iv) Whether the owner has been previously warned in writing or fined for the same or substantially similar violations.

(e) The notice of imposition of fine shall also give the owner in question at least seven (7) days' notice of the next meeting of the Board at which the owner may appear to appeal the determination of violation and the fine or amount of the fine. The Owner may appear in person, by agent or by email or written communication to the Board.

(f) If a fine is neither paid nor appealed within seven days of the receipt of notice by the owner, then the Board may cause a lien to be filed against the owner's lot for the amount of the fine, plus the cost of filing the lien and attorney's fees. If the owner appeals from the Board's notice, no lien shall be filed until the Board hears the appeal.

(g) The Board shall keep a written record of all notices sent and the disposition of each.

(h) The owner and the Board may each be represented by an attorney at all hearings on the violation.

(i) If the owner wishes to appeal the Board's decision after the Board's hearing of the owner's appeal, the owner shall, in writing, request binding arbitration by a single arbitrator to be agreed upon by the parties. The parties shall equally share the fees, if any, by the arbitrator.

Covenant No. 30-Definitions

a) As used in this Covenant, these Definitions apply:

- 1. "Fixture" means the assembly that holds the lamp in a lighting system. It includes the elements designed to give light output

control, such as a reflector (mirror) or refractor (lens), the ballast housing, and the attachment parts.

2. "Horizontal Cut-Off" means a feature of a fixture designed in such manner that the light rays emitted by the fixture, either directly from the lamp, reflector, lens, or housing, are projected at least 15 degrees below a horizontal plane running through the lowest point on the fixture from which the light is emitted.
- b) Except as provided in this Covenant, every exterior light fixture installed or replaced after May 6, 2002 must use a horizontal cut-off.
- c) The height of an exterior light fixture may not exceed the structure height permitted by these Covenants.
- d) This Covenant does not apply to any exterior lighting fixture that is both (i) attached to a dwelling, garage or shed and (ii) contains incandescent bulbs totaling 100 watts or less or other light sources totaling 70 watts or less.
- e) This Covenant does not apply to seasonal lighting used for the celebration of commonly acknowledged holidays or special events.

This Third Amendment and Restatement of Covenants of Lakeview Park Estates and Lake View Park Estates Unit 2 supersedes all earlier covenants, restatements, and amendments thereto previously filed by LAKEVIEW PARK ESTATES HOMEOWNER'S ASSOCIATION or by others with the Flathead County Clerk and Recorder's office.

Certification

Pursuant to Covenant No. 26 of the Second Amendment and Restatement of Covenants of Lakeview Park Estates and Lake View Park Estates Unit 2 filed on September 11, 2002 and recorded at Micro-file No. 200225416000 at the office of the Clerk and Recorder of Flathead County, Montana, we hereby certify that the following steps were taken:

- 1) The Board gave written notice of the proposed changes to each member of the Association at least thirty (30) day prior to the Association's regular meeting.
- 2) At the annual meeting on 7-13-20, 2020, the precise, proposed changes were distributed to each member in attendance.
- 3) The Association members discussed the merits of each proposed change.
- 4) The members voted by verbal aye unanimously on all changes. Attached is the list of attending members.
- 5) The results of the balloting was announced at the annual meeting on 7-13-20, 2020, with the number of members voting in favor of the proposed changes and the number of members voting against the proposed changes.



NAME	Address	Phone #	
Terry & Vickie Carwood	135 Timberlake Dr	844-3964	1 1/2 Lots
Jenny Todd Butler	105 GRANDVIEW DR	250-1958	3 LOTS
RICHARD BEATTY MICKEY DIETER BEATTY	108 TIMBERLAKE DR	253 221 6958 260 8786	1 Lot
TURNER + BILLIE HARDESMY	150 TIMBERLAKE	844-3808	
Shawn Kaven	239 Lakeview Dr	208-697-2370	1 Lot
Bea & Susan Beth Janney	110 Grandview	502 377-3505	1 Lot
Cathy Nash Dorey Nash	117 Timberlake Dr	406/253-2353	motor and (2) units units cc's 3 Lots
Ten Thomas	120 Timberlake Dr	406-212-7541	2nd cc's 1 Lot
Ben Redden	113 Timberlake Terr	(406) 885-6857	1 Lot
Heather Reddish	113 Timberlake Terr	406-212-3457	



LAKEVIEW PARK ESTATES HOMEOWNERS INC.
P.O. BOX 155 LAKESIDE MONTANA 59922

NOTICE

President, Terry Cariveau has set Monday July 13, 2020 as the date for the ANNUAL MEMBERSHIP MEETING to be held at 7:00 pm at the Meeting Place just to the West of the Lakeside Chapel.

All property owners are urged to attend and vote in person on matters to be brought before the membership. If you cannot attend, you may vote by proxy.

Agenda:

- Minutes of 2019 Annual Meeting .
- Treasurers Report
- Discussion and voting on the revised Covenants of Lakeview Park Estates

PLEASE BE PRESENT FOR THE MEETING OR RETURN YOUR PROXY

PROXY

Vote for two Board Members to Serve for two years:

- Terry Cariveau, President
- Todd Boler, Secretary/Treasurer

The undersigned owner of lot(s) 239 in Lakeview Park Estates hereby appoints:
() Terry Cariveau, President of Lakeview Park Estates Homeowners Association or
() _____ to vote for me on all matters which may come before the July 13, 2020 meeting of Lakeview Park Estates Homeowners Association or any adjournment thereof.

Signed: *Shawn C. K...* Date 7-13-20



LAKEVIEW PARK ESTATES HOMEOWNERS INC.
P.O. BOX 155 LAKESIDE MONTANA 59922

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Agenda:

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- Treasurers Report
- Discussion and voting on the revised Covenants of Lakeview Park Estates

PLEASE BE PRESENT FOR THE MEETING OR RETURN YOUR PROXY

PROXY

Vote for two Board Members to Serve for two years:

- Terry Cariveau, President
- Todd Boler, Secretary/Treasurer

The undersigned owner of lot(s) 13 in Lakeview Park Estates hereby appoints:
 Terry Cariveau, President of Lakeview Park Estates Homeowners Association or
 Turner Hardesty to vote for me on all matters which may come before the July 13, 2020 meeting of Lakeview Park Estates Homeowners Association or any adjournment thereof.

Signed: Christine L. Boler Date 7/13/20

Lot 13
yes



LAKEVIEW PARK ESTATES HOMEOWNERS INC.
P.O. BOX 155 LAKESIDE MONTANA 59922

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Agenda:

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- Treasurers Report
- Discussion and voting on the revised Covenants of Lakeview Park Estates

PLEASE BE PRESENT FOR THE MEETING OR RETURN YOUR PROXY

PROXY

Vote for two Board Members to Serve for two years:

- Terry Cariveau, President
- Todd Boler, Secretary/Treasurer

The undersigned owner of lot(s) _____ in Lakeview Park Estates hereby appoints:
() Terry Cariveau, President of Lakeview Park Estates Homeowners Association or
() _____ to vote for me on all matters which may come before the July 13, 2020 meeting of Lakeview Park Estates Homeowners Association or any adjournment thereof.

Signed: Terry C. Cariveau Date 7-13-20

?

Assessor Number
No Assrno
0620301
No Assrno
0163254
0163180
0163190
0473551
0735396
0951275
0163262
No Assrno
0163261
E001091
0572632
No Assrno
0776320
0163175
0163193
0163179
0237298
0387600
0163187
0732551
No Assrno
0215475
0163185
0256135
0979354
0100540
0746465
0009513
0746759
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0827042
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0010218
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0207910
0274430
0585621
0163192
0163255
0163158
0292599
0163256
0049575
0100538
0163191
0163266
0163221
0572631
0602105
0807175
0292597
0584335
0292598
0001711
0029965
No Assrno
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