



B. Lake shores or permanent wetland areas shall not be filled in or altered in any way before, during, or after the construction process. This means no digging, filling, excavation, or soil disturbance of any kind shall be performed within fifty (50) feet of any lake or wetland or within the high water mark as defined by the original conifer tree line. This includes installing gas lines, water lines, electrical lines, telephone lines, septic tanks, or septic lines. Floating docks are exempted as they don't require modification of the shoreline. Small lake access foot paths that require no tree removal are also permitted. Decks that are closer than fifty (50) feet from a lake or wetland or other unforeseen situations may be approved by the Many Lakes Homeowners Association Architecture Committee on a case-by-case basis. Individuals found altering lakes, lake shores, or permanent wetland areas may be required to restore the affected natural areas back to their original condition at their own cost even if it involves removing roads or structures within thirty (30) days. If the homeowner or contractor fails to take corrective action within thirty (30) days, the homeowner will receive a letter from the Association attorney and may receive legal action and fines. This includes court and other additional costs.

C. No lot shall be subdivided into smaller tracts or lots conveyed or encumbered in any size less than the full dimensions shown on the recorded plats.

Original Covenant 11 is deleted and in its place the following shall be inserted:

**Covenant 11:
STRUCTURAL SIZE**

No main residential structure shall be constructed with a habitable floor space of less than five hundred (500) square feet exclusive of basement, in the case of a one story residential structure, nor less than eight hundred (800) square feet of habitable floor space exclusive of basement in the case of a two story residential structure. Appropriate ancillary buildings with no minimum dimensions, but having a maximum footprint of a twelve hundred (1,200) square feet and having no greater than an eight (8) foot door height unless a waiver is approved on a case-by-case basis by the Many Lakes Homeowners Association Architecture Committee and is agreed upon by current neighboring property owners. The ancillary building, if also in keeping with a coordinating color and architecture of the principal building (existing or planned) shall be permitted, provided, however, that no used or previously erected or temporary house, structure or non-permanent out building shall be placed, erected, or allowed-to-remain on any lot except during periods of construction, and that only with written permission from the Architecture Committee.



Original Covenant 12 subsections A - E and J are deleted and in place of Covenant 12 subsections A - E the following shall be inserted J is left out of the Covenants:

Covenant No. 12:

ARCHITECTURE COMMITTEE, CONSTRUCTION, AND MATERIALS

A. The Association shall establish a Homeowners Association Architecture Committee of at least three (3) members of the Association, including the Association Vice-president, who will act as chairperson, to review proposed building plans as herein before provided.

B. No new construction including, but not limited to, building of roads, clearing of land, excavation for any purposes, building of any new habitable or non-habitable structure, exterior remodeling or altering the exterior footprint of an existing habitable or non-habitable structure shall commence on any lot prior to approval of the Architecture Committee until the registered surveys or pins verified by a professional surveyor, house plans to scale, site layout plans, and full specifications therefore have been submitted to and approved as to outward appearance, design, and other compliance factors specified herein by the Many Lakes Homeowners Association Architecture Committee.

C. In the case of building a new non-habitable structure (e.g., garage, storage shed, etc.) on a lot with an existing residence, the survey requirement can be met by a document issued by a licensed surveyor certifying that the property corner pins are in their proper place and that the new structure is within the established offset boundaries. (Movable out-buildings with a footprint of less than one hundred (100) square feet require no survey.) Upon approval, a written permit will be issued by the Association Architecture Committee and posted in a prominent location on the building site. Having the lot(s) surveyed is not considered development. All owners/contractors are required to obtain applicable county septic, driveway, and electrical permits

D. Homeowners and contractors must provide property access to committee members to allow site inspection for compliance verification. Any owner engaging in construction not first approved by the Association Architecture Committee, may receive an immediate stop-work letter from the Association attorney and may receive legal action and fines.

E. The following rules govern construction: Contractors may also be held legally responsible for their actions respective of the covenants. The Association may collect attorney fees in such an action.

(1) Each Structure or any improvement erected, placed or permitted to remain on a Lot shall have all exterior roofing, painted siding, doors and



windows, fully functioning permitted septic system, and final electrical inspection, completed within two (2) years from the date such construction commences.

(2) No temporary building or partially finished building or structure, including basements, tents (other than children's or play tents), mobile homes, trailers, double wide trailers, or prefabricated structures designed to be hauled or moved on wheels, camper 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. Placement or storage of recreational or camping vehicles, trailers or apparatus for use off the Property is allowed. Temporary use of tents, recreational or camper vehicles or trailers by guests of Owners residing on the same lot is permitted. However, none of the vehicles or dwellings mentioned in this sub-paragraph may be placed or stored on any vacant lot which there is presently no residence, whether in construction or completed, except as provided herein.

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

(4) No building older than 10 years, 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 on to any lot without written approval of the Architecture Committee.

(5) Storage buildings, sheds, shops, or garages are allowed if they meet all setback and other Covenant requirements and do not exceed a maximum footprint of twelve hundred (1,200) square feet and having no greater than an eight (8) foot door height unless a waiver is approved on a case-by-case basis by the Many Lakes Homeowners Association Architecture Committee and its agreed upon by current neighboring property owners. No movable metal "kit" type storage buildings without foundations shall be built, rebuilt or replaced on any lot.

(6) Fences that enclose the entire property or metal chain-link/cyclone fences are not allowed to be installed or replaced. Dog fences, garden fences, and small decorative fences are allowed only if they do not enclose the perimeter of the lot and are no larger than ten percent (10%) of the square footage of the lot on which they occur.



7) No unpainted or site-painted 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. No wooden or shake roofs shall be installed or replaced.

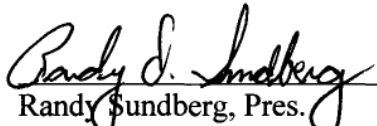
(8) No basement without a superstructure, or shack, garage, barn or other outbuildings shall be used as a residence.

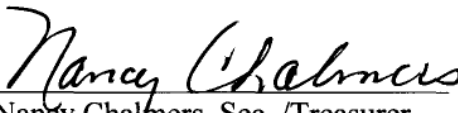
(9) At all times during construction of any structure on any Lot without a fully functioning toilet and septic system, the Owner shall provide and maintain on said Lot a portable toilet facility (e.g., Porta Potty) for use by workers, licensees and invitees.

(10) Any structure or improvement that predates this Amended and Restated Declaration of Covenants and that constitutes a "nonconforming use" may continue to exist (or be "grandfathered in") without being deemed or treated as a violation of these covenants.

The president and secretary of the above named association hereby certify under oath, that the steps for amendment have been followed and the amendments as written above have been approved by the requisite majority of the Membership.

In witness hereto we have set our hands on this 5th day of June 2017.

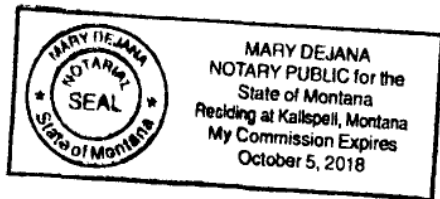

Randy Sundberg, Pres.

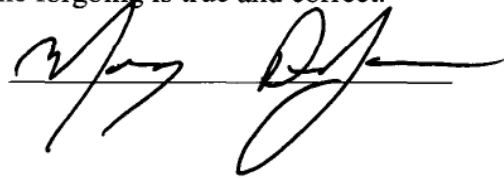

Nancy Chalmers, Sec. /Treasurer

State of Montana
County of Flathead

Before me on the 5th day of June 2017, personally appeared Randy Sundberg, and Nancy Chalmers, known to me to be the President and Secretary/Treasurer of Many Lakes Homeowners Association, Inc. and executed the forgoing on behalf of the Association and further subscribed and swore to that the content of the forgoing is true and correct.

Seal







WAIVER OF REQUIREMENT OF APPROVAL FOR AMENDMENT OF RESTRICTIVE COVENANTS

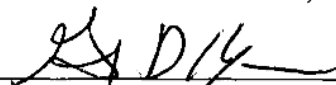
1. The covenants of Many Lakes Vacation Village and Many Lakes Vacation Villages #2, 3, 4, and 5 were recorded in the office of the Clerk and Recorder of Flathead County, Montana, on April 2, 1973, in Book 551, page 315; June 5, 1973 in Book 554 at page 273; May 11, 1976, in Book 598 at page 13; and April 14, 1978, in Book 639 at page 665; and Amended Covenants on March 22, 2004, at #200408212060 in the records of Flathead County, Montana.
2. The Amended Covenants provide in part that "Upon receipt of written approval by the Flathead County Commissioners, or, if no such approval is necessary, then as soon as practical, the amendment(s) and the president and secretary's sworn certificate shall be filed for recording with the Flathead County Clerk and Recorder's office . . ."
3. Many Lakes Homeowners Association, Inc. desires to further amend the Amended Covenants and the Flathead County Board of Commissioners has received a document entitled "Amendments to Covenants."
4. The Flathead County Board of Commissioners desire any requirement of their consent or approval under the Amended Covenants be waived.

THEREFORE, by their signatures below, the Board of Commissioners of Flathead County, Montana, hereby waives the requirement of approval of the Board of Commissioners as may be contained in the Amended Covenants of Many Lakes Vacation Village and Many Lakes Vacation Villages #2, 3, 4, and 5. This Waiver does not constitute or effect a waiver of any applicable provisions of the Flathead County Subdivision or Zoning Regulations.

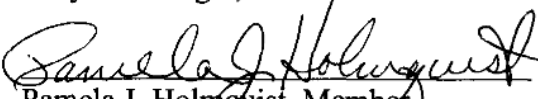
DATED this 30th day of August, 2017.



BOARD OF COMMISSIONERS
FLATHEAD COUNTY, MONTANA



Gary D. Krueger, Chair



Pamela J. Holmquist, Member



Philip B. Mitchell, Member