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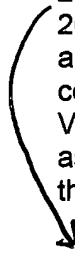
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**RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
MANY LAKES VACATION VILLAGE**

JUNE 29, 2022

On Sept 25 2021, Many Lakes Homeowners Association, Inc., met and pursuant to that meeting, a majority of the members of the association approved the following amendments to those Covenants recorded as Document's # 200408212060, ~~201700021353~~, and 202000015080 records of Flathead County, Montana dated May 31, 2003 and recorded on March 11, 2004, April 22, 2017 and recorded August 30, 2017, and February 15, 2020 and recorded June 8, 2020. The covenants bind that "Property" composing each of properties: Many Lakes Vacation Village and Many Lakes Vacation Village No. 2, 4 and 5 as reflected in plats on file in, Flathead County, Montana, as well as any additional areas which may have been annexed thereto. Except as stated herein those Covenants are reaffirmed.

★ ★ See Assn #'s SIA



201700021353



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Re-Stated Covenants Many Lakes Vacation Village

Introduction: Origination: Original 1973 Covenants and Amendments from 1978.

MANY LAKES VACATION VILLAGE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Many Lakes Vacation Village Company, of the following described real property located in the County of Flathead, State of Montana, same being the real property now duly platted as Many Lakes Vacation Village as such plats are now recorded in the office of the Clerk and Recorder of the County of Flathead, State of Montana, hereby makes the following declarations as to limitations, restrictions, and uses to which the lots or tracts constituting said property may be put, and hereby specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them. and for the benefit of and limitation on all future owners in such subdivision.

This declaration of restrictions being designed for the purpose of insuring only attractive residential use
of the property without undue disturbance of its natural esthetic qualities:

Definitions: As used herein, the following terms shall have the meanings set forth below: (From 2020 Amendments)

"Architectural Committee" The committee that helps review architectural documents to ensure compliance with all Many Lakes architectural covenants.

"Association" means the Many Lakes Homeowners Association, Inc., a not-for-profit corporation, its successors and assigns.

"Board" and "Board of Directors" means the governing body of the Association.

"Building" Noun: A dwelling place or other walled structure. Verb: The act of creating a dwelling place or other man-made structure.

"Construction": General: Clearing, dredging, excavating, and grading of land and other activity associated with buildings, structures, or other types of real property such as homes, roads.

"Common Areas" refer to land titled or to be titled in the future in the name of the Association. "Common Areas" may also include land on which the Association holds an easement.

"Covenant Committee" A volunteer committee to suggest, evaluate, and develop covenant changes and updates.

"Development": The process of adding improvements to a parcel of land, includes but not limited to grading, subdivisions, drainage, access, roads, utilities.

"Motor vehicle" means and includes automobiles, trucks, buses, motorcycles, motor scooters, snowmobiles, self-propelled recreational vehicles, and any and all similar or dissimilar self-propelled mechanisms.

The "Property" means all of and "Village" means any one of, Many Lakes Vacation Village and Many Lakes Vacation Village No. 2, 3, 4, and 5 as reflected in plats on file in Flathead County, Montana, as well as any additional areas annexed to the Property as provided herein.

"Lot" means and refers to any plot of land shown within any Village of a recorded subdivision map or plat of the Property, with the exertion of Common Areas.

"Owner" means the record owner, whether one or more persons or entities, of any Lot, including buyers under a contract for deed but excluding those having an interest merely as security for the performance of an obligation.

"Structure" includes, but is not limited to a home or dwelling, guest cottage, barn, shed (with or without walls), lean-to, garage, shop, shack, other storage facility, gazebo, greenhouse, animal pen, wooden deck, boat house, pump house, boat dock, well, septic system, and satellite dish.

Setbacks General Definition: A distance from a curb, property line, or structure within which building is prohibited. Setbacks are building restrictions imposed on property owners. The purpose of clarifying the following setback definitions are to allow small lots greater usability while preserving the wooded nature of Many Lakes and the esthetic value of present and neighboring properties.

"15ft Set Backs" A 15ft area beginning at the edge of the property line extending 15ft into the owner's property where there are to be no permanent structures. Exceptions: Driveways, address monuments, mailboxes, package boxes, also smaller items intended to be movable such as e.g., a small movable shed of less than a 100 SQ ft footprint (1 shed total per all 15 ft setbacks), planter boxes etc. For all structures with roofs, the 15-foot setback is measured as the shortest distance between the structure's roof drip edge and the property line.

"20 ft Set Backs" A 20ft area beginning at the edge of the property line extending away from the road or surveyed right of way 20ft into the owner's property where there are to be no permanent structures. Exceptions: Driveways, address monuments, county utilities, mailboxes, package boxes, also smaller items intended to be movable such as e.g., 1 small movable shed of less than a 100 SQ ft footprint (1 shed total per all 20ft setbacks), planter boxes etc. For all structures with roofs, the 20ft foot setback is measured as the shortest distance between the structure's roof drip edge and the property line.

(Definition distance updated per 2021 amendments)



**Covenant No.1: MANY LAKES HOMEOWNERS ASSOCIATION, INC.
(Origination #1 2003 Amendments)**

The Association shall be incorporated and maintained as a not-for-profit corporation, though no lapse in its standing shall invalidate actions taken during the period that it is not in good standing. The Association shall be governed by a Board of Directors elected from among the members. To any extent not inconsistent with these Covenants or with law, the members, or Board of Directors may adopt and amend practices or By-Laws for voting, quorums, elections, terms of office, notice, assessments, indemnification of directors and officers, and other related necessary matters.

The Board of Directors serving on the day that these Covenants are enacted are hereby confirmed in office. The By-Laws of the Association in effect on the day that these Covenants are enacted are hereby affirmed.

Whenever these Covenants permit or require the Association Board of Directors to do something, the Association may act either through its members or/through the Board of Directors, depending on the authority given to each by the then current By-Laws of the Association or by law. Whenever these Covenants permit or require the Board of Directors to do something, the Board shall act in accordance with the law, these Covenants, and the By-Laws of the Association. The Board may act through elected officers of the Association such as president, vice-president, treasurer and secretary.

The Association shall defend and indemnify its officers and directors from liability asserted against them in connection with the performance of their duties as officers or directors to the extent permitted by law, except as limited herein. This defense and indemnity provision shall not apply to acts of intentional fraud, embezzlement, or other intentional torts resulting in personal injury.

Covenant No.2: PURPOSE OF THE ASSOCIATION (Origination: #2 2003 Amendments)

- A. The Association does not contemplate pecuniary gain or profit to the members thereof.
1. To promote the health, safety, and welfare of the residents of, and to provide for the acquisition, maintenance, preservation of Common Areas within the Property;
 2. To fix, levy, and collect payment by any lawful means of all charges or assessments made by the Association; to pay all expenses and taxes incurred in connection with the business of the Association;
 3. To have and to exercise all powers, rights, and privileges which a not-for-profit corporation organized under the laws of the State of Montana may now or hereafter have or exercise; and
 4. To do all things necessary to implement and enforce these Covenants and to carry out the purposes herein set forth.



Covenant No. 3: MEMBERSHIP (Origination: #14 1973 covenants, #3 2003 Amendments)

Every person or entity who is a record owner of any Lot which is subject by these Covenants of record to assessment by the Association, including buyers in possession under a contract for deed, shall be members of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

All Owners are responsible for informing the Association's Board of Directors of their current mailing address and all changes thereto. Any notice sent by or for the Association to an Owner's most recent address on file with the Association shall be presumed to have been received, and no Owner shall be permitted to raise any claim or defense based on a mailing to an address other than the most recent one on file with the Association.

To be in good standing in the Association, an Owner must have paid all assessments that are his personal obligation. Whenever these Covenants permit a vote of members or require the approval of members for any action, only members in good standing shall be entitled to vote, express approval or disapproval, or count towards a quorum.

Covenant No. 4: VOTING (Origination: #4 2003 Amendments)

One (1) vote is hereby allocated to each Lot within the Property. 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 only one joint Owner of a Lot casts a vote, the entire one vote of that Lot shall be considered as cast by said one Owner. Only members in good standing in the Association may vote or be counted to determine a majority.

Covenant No.5: ASSESSMENTS AND LIENS (Origination: #5 2003 Amendments)

The Association Board of Directors are hereby authorized to levy assessments in conformance with these Covenants.

Each assessment shall be the personal obligation of the Owner of the Lot as of the date of assessment. This personal obligation shall not pass to successors in title unless the Association has recorded a lien for unpaid assessments upon the Lot.

The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property, for the acquisition, improvement or maintenance of Common Areas, roads, trails, if any, and for the related facilities devoted to use and enjoyment of the Members, for insurance, for payment of uninsured liabilities of the Association, for expenses, fees and costs for



enforcement of these Covenants or for collection of assessments, and for professional fees, including attorney's and accountant's fees incurred upon the authorization of the Board of Directors.

Assessments may be annual, special or compensatory. Both annual and special assessments shall be fixed each year at a uniform rate per lot. Where one Owner has combined by surveyor tax notice more than one lot as a single home site, however, the Board may elect to treat such Owner the same as a single lot owner for purposes of assessment.

Annual Assessments shall be limited to an amount sufficient, when added to any balance forward from prior years, to fund the ongoing business expenses, taxes, overhead of the Association, regular maintenance, security and cleanup of Common Areas, insurance and professional fees of the Association, plus a contingency amount of an additional ten percent (10%). Special Assessments may be made for the acquisition, improvement or creation of Common Areas, roads, trails, and for the related facilities devoted to use and enjoyment of the members, for payment of uninsured liabilities of the Association, for expenses, fees and costs for enforcement of these Covenants, or for collection of assessments, including attorney's fees above and beyond those covered by the Annual Assessment. The Association shall not, however, acquire additional Common Areas except upon the advance written approval of two-thirds of the Members.

Compensatory assessments are those imposed by the Board of Directors to recover for the Association costs, fees or damage which the Association has incurred because of violation of these Covenants or to enforce these Covenants against the Owner of a particular lot or to collect any Assessments from the Owners of a particular lot. Compensatory Assessments shall be made in the amount of the association's costs, fees or damage and assessed only against the Owners who have violated the Covenants or failed to pay Assessments and against their lots.

The Association Board of Directors are hereby authorized to file liens against lots for any unpaid assessments thereon, the interest accruing thereon, and the attorney's fees and costs relating to collection and enforcement. The Board may file such liens only if the assessment has remained unpaid for twelve months. At least thirty (30) days before filing such liens, the Board shall mail notice of its intent to do so to the record Owners of the lots in question at the most recent addresses such Owners have provided to the Association. The Board is also authorized to file, and shall file, releases of liens when all lien amounts, including interest, costs and attorney's fees, have been paid or compromised. The Board may accept less than one hundred percent of its claim in compromise and settlement of disputed matters upon the written advice of legal counsel.

Covenant No. 6: ENFORCEMENT (Origination: #6 2003 Amendments)

Either the Association's Board of Directors or any Owner, or any combination of Owners and the Association may enforce these Covenants by action at law or equity, for injunctive relief or for damages, or both. Failure of the Association or any Owner to enforce a Covenant shall not be deemed a waiver of the right to do so thereafter.



The Association's Board of Directors may file suit to foreclose any lien filed under these Covenants, to collect any Assessments made under these Covenants, or for any combination of such forms of relief.

Covenant No.7: ATTORNEY'S FEES AND COSTS (Origination: #7 2003 Amendments)

In any lawsuit brought to enforce these Covenants or to recover damages for violations, to collect Assessments, or to foreclose liens recorded under the authority of these Covenants, the prevailing party shall be awarded its reasonable attorney's fees and costs. The Association may also claim reasonable attorney's fees in its liens and in resolving disputes and enforcement of these Covenants in matters for which a lawsuit is not required for resolution.

Covenant No.8: RECOVERY OF COSTS (Origination: #8 2003 Amendments)

In the event the Association removes garbage or refuse, removes or burns dead-fall or slash or debris or other material creating a fire hazard, removes or sprays noxious weeds, or otherwise maintains, modifies or removes any Lot or structure after an Owner has neglected or refused to do so in violation of these Covenants, the Association' may assess the non-compliant Lot Owner with all of the costs incurred if the Association gave 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 Owner and to any tenant of the offending lot or lots, at the most recent addresses such Owners have provided to the Association.

Covenant No.9: RESIDENTIAL USE RESTRICTION (Origination: #9 2003 Amendments)

Lots shall be used for residential purposes only. Except as provided herein, no Lot shall be used for any commercial, business, trade, manufacturing or agricultural purpose. Property shall not be used for any licensed day care facility, preschool, commercial kennel, or any other business or enterprise which normally produces additional traffic above and beyond normal, residential use. Except for the particular uses enumerated immediately above, lots may be used for home occupations but only upon these terms:

- A. Use of the lot for home occupations must be clearly incidental to the use for residential purposes;
- B. The home occupation must be conducted within the residence or an accessory walled and roofed structure, but in no event in any area exceeding 800 square feet;
- C. The outside appearance of the structure or premises used for the home occupation shall be substantially similar to the appearance of other residential properties in the area;



D. No equipment or process shall be used in the home occupation that creates noise, vibration, glare, fumes, odors detectable to the normal senses of individuals who are not on the lot being used. or electrical or microwave interference noticeable in television, radio or other electrical devices on other Lots;

E. No individuals other than the Owners and their immediate family members shall work in the home occupation on the Lot; and

F. No signs, advertising or other indication of the home occupation shall be placed anywhere on the Lot or anywhere within the Property.

Covenant No. 10: ARCHITECTURE COMMITTEE, CONSTRUCTION, AND MATERIALS (Origination: #15 1973, #12 2003, #12 2017 Amendments)

A. The Association Board of Directors shall establish a Homeowner's 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 plan 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 Board of Directors, 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 Homeowner's Association Board of Directors.

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 Board of Directors 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 Board of Directors, may receive an immediate stop-work letter from the Association's 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 Board of Directors 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 Board of Directors.

(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 (1200) 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 Homeowner's Associations Board of Directors and is agreed upon by 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 thirty percent (30%) percent of the square footage of the lot on which they occur. **(Percent change, Origination: 2021 Amendments)**

(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.

Covenant No. 11: RESIDENTIAL USE, SUBDIVISION, SET BACKS, AND LAKE SHORE PROTECTIONS (Origination: #2 1973, #10 2003, #10 2017 Amendments)

A. No lot shall be used for more than one-residential building and its accessory buildings and no residential building shall be used to house more than one family, provided, however, that the construction of a single guest house and its use by bonafide guests shall be permitted so long as not more than one kitchen facility is constructed on any lot. No building or development above or underground (including wells, septic fields, and tanks) shall be constructed nearer than (20) feet (Distance amended 2021) to the closest edge of any surveyed right of way (Flathead County Property) nor nearer than fifteen (15) feet to any other property boundary line of any lot.

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 Homeowner's Association Board of Directors 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 individually owned lot shall be subdivided into smaller tracts creating additional lots. Multiple individually owned contiguous lots may have boundary lines adjusted, providing that all lots in the boundary line adjustment process continue to be in compliance with all applicable covenants including setbacks. **(12C Origination: 2021 Amendments)**

Covenant No. 12: STRUCTURAL SIZE (Origination: #2 1973, #11 2003, #11 2017 Amendments)

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 (1200) 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 Homeowner's Association Board of Directors 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 Board of Directors.

Covenant No. 13: PROPERTY MAINTENANCE (Origination: #10 1973, #13 2003 Amendments)

No part of the Property shall be used or maintained as a dumping or storage ground for, rubbish, trash, garbage, old automobiles, automobile parts, lumber or other construction materials (except for lumber or construction materials placed on a Lot for construction on that Lot). All garbage and refuse shall be stored only in certified, bear-proof, metal containers 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 at least bi-weekly.

Covenant No. 14: COMMERCIAL, NOXIOUS AND NUISANCE USES (Origination: #14 2003 Amendments)

No Lot herein shall be used or occupied for commercial or business purpose except as provided in Covenant No. Nine (9) herein, nor shall any lot herein be used for any noxious or offensive activity and nothing shall be done or permitted to be done on said lands which is a nuisance or might become a nuisance to the owner or owners of any surrounding lands.

Covenant No. 15: ANIMALS, PETS AND WILDLIFE (Origination: #7 1973, #15 2003 Amendments)

A. No commercial kennel or breeding operation of any species shall be located in the Property. Except as provided herein, no livestock, fowl or any other animals shall be kept or maintained on the property except dogs or cats provided such animals 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. No normally wild animals may be kept on any Lot, regardless of how domesticated the animal is.

B. All household pets should be restrained within a fence, or by tether, leash, or other restraint. This shall not prevent the owner from having a dog on a public street if the dog is then controlled by such person by a chain or leash not more than six feet in length tied to the dog and held by such person. Each Owner shall immediately remove and dispose of in a sanitary manner all solid waste created by his animals in a public road or right of way. All dogs running at large shall be subject to impoundment. No Owner shall keep more than three adult dogs at any time on the property. If, however, an owner permits his dogs to have more than one litter per year, then the Owner shall be considered to be operating a commercial kennel or breeding operation in violation of these Covenants.

C. If a pet engages in any annoying activity, such as excessive barking, biting, harassing or chasing persons in the neighborhood, eating or disturbing garbage, destroying vegetation or any other obnoxious activity any owner or the Association 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 Association 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.

D. No one shall intentionally provide supplemental feed attractants to game animals by:

- (1) purposely or knowingly attracting bears with supplemental feed attractants;
- (2) after having received a previous warning, negligently failing to properly store supplemental feed attractants and allowing bears access to the supplemental feed attractants; or
- (3) purposely or knowingly providing supplemental feed attractants in a manner that results in an artificial concentration of game animals that may potentially contribute to the transmission of disease or that constitutes a threat to public safety.

E. As used in this Covenant, "supplemental feed attractant" means any food, garbage, or other attractant for game animals.

F. This Covenant does not prohibit the normal feeding of livestock, normal agricultural practices, or cultivation of a lawn or garden.

Covenant No. 16: Intentionally left blank.

Covenant No. 17: JUNK VEHICLES (Origination: #17 2003 Amendments)

A. Any person possessing one or more junk vehicles, regardless of ownership, shall shield the vehicles from public view or remove the vehicles to a licensed motor vehicle wrecking facility or to a licensed motor vehicle graveyard.

B. As used in this Covenant, "Junk vehicle" means a discarded, ruined, wrecked, or dismantled motor vehicle, including component parts, that is not lawfully and validly licensed and remains inoperative or incapable of being driven.

C. "Public view" means any point 6 feet above the surface of the center of a public road from which junk vehicles can be seen.

Covenant No. 18: SIGNS (Origination: #9 1973, #18 2003 Amendments)

No commercial signs, advertisements, billboards or advertising structures of any kind shall be erected or maintained except upon the consent of the Association Board of Directors. No permission shall be required for the erection of one advertising sign, of not more than four (4) square feet in size, used solely to advertise the sale or rental of the Lot upon which it is erected.

Covenant No. 19: WASTE DISPOSAL (Origination: #5 1973, #19 2003 Amendments)

No structure shall be inhabited on any Lot lacking an appropriately functioning sewage disposal system, sanitary system, cesspool, or septic tank fully approved as to design, capacity, location and construction by the Montana State or Flathead County Department of Health.

Covenant No. 20: LAKE USE (Origination: #12 1973, #20 2003 Amendments)

No boat, raft, houseboat, or other watercraft powered by motor operating on a combustion principle shall be placed, stored, or operated in any of the lakes included within the Property.

Covenant No. 21: WATER QUALITY (Origination: #14 1973, #21 2003 Amendments)

A. The Homeowner's Association will be responsible for the maintenance of water purity standards as established herein.

B. The Homeowner's Association shall test, or have tested by a method acceptable to the appropriate Montana Department and shall report to said Department, the water quality in the lakes within plat; said test to begin August 1, 1973 and to be conducted and reported with a frequency no less, unless later agreed to by the Department than once a year during the period beginning August 1, and ending September 30th of each year.

C. Each member of the Homeowner's Association shall pay a share of the total expense of testing and maintaining lake quality standards as described above, which member share shall be the percentage relationship which the number of the lots owned or being purchased under contract for deed by a member bear to the number of lots in the Property at the time said expense is required. If the cause of a lake's failure to meet the standards of the appropriate Montana Department can be traced to one or more individual owner's sanitation systems, the means of equitably assessing those owners for the cost of correction (shall be applied). In no case, shall questions of individual responsibility relieve the Homeowner's Association from its responsibility of continually maintaining water quality standards. Nor shall a failure of the Association to organize or to take action as required above relieve its individual members from liability for their share of the responsibility to take corrective actions.

Covenant No. 22: VEGETATION (Origination: #11 1973, #22 2003 Amendments)

No trees or vegetation shall be removed from any Lot except as necessary to construct roadways and turning circles of a width appropriate to wildfire suppress or, to allow building consistent with these Covenants, to create a 30-foot fire break around structures, or to remove dead or dying trees or vegetation. In no event, however, shall trees or vegetation other than that which is dead or dying be removed from any area within 30 feet of the mean high-water mark of any lake within the Property. Additionally, other than in the area within 30 feet of the mean high-water mark of any lake, up to 50% of the trees may be thinned.

Covenant No. 23: OBSTRUCTION OF ROADS OR RIGHTS OF WAY (Origination: #23 2003 Amendments)

Except as provided herein, no vehicle or equipment shall be parked within fifteen feet at the center-line of any public road or public right of way within the Property. The Association Or any Owner may arrange for the professional towing of any vehicle or equipment parked in violation of this Covenant, at the expense of the owner of the vehicle or equipment; Construction equipment and the trailer or vehicle on which it is

transported may park within the fifteen-foot zone on one side or the other of the center-line, but not both, for no more than a 48-hour period, so long as one lane of the road or right of way remains completely open for traffic.

Covenant No. 24: HUNTING AND FIREARMS (Origination: #24 2003 Amendments)

NO ONE SHALL HUNT WITHIN THE PROPERTY. Except in self-defense as allowed by law, no one shall discharge firearms within the Property.

Covenant No. 25: FLATHEAD COUNTY ZONING REGULATIONS (Origination: #16 1973, #25 2003 Amendments)

These Covenants shall be interpreted consistently with the Flathead County Zoning Regulations applicable to the Property except as provided herein. If, however, any Covenant is less restrictive than a zoning regulation, the Zoning Regulation shall control and shall be considered as incorporated by reference, into these Covenants. Any activity or use of Lots within the Property that is forbidden by these Covenants shall not be permitted merely by virtue of the absence of prohibition thereof in the Flathead County Zoning Regulations Permission, whether express or implied, by Flathead County for the conduct of any act or use shall not preclude enforcement of these Covenants. If these Covenants are more restrictive than the Flathead County Zoning Regulation, then these Covenants shall govern to the extent they are more restrictive.

Covenant No. 26: AMENDMENTS (Origination: #17 1973, #26 2003 Amendments)

The Covenants shall be appurtenant to and run with the land and shall continue indefinitely. It is the intent of this Amended Declaration of Covenants to unify the separate Villages of the Property into one voting entity. Future amendment of covenants affecting any Lot, portion or Village of or in the Property shall be subject to the procedures set forth, in this Covenant and subject to quorum and voting requirements and rights of the Owners of Lots in all Villages of the Property. In other words, the Owners of Lots within one Village shall have no power to amend any Covenants applicable to their own Village without the approval of the Owners of Lots in the other the Property as prescribed below, The Association may revise these Covenants at any time, and may vote to annex additional land, as follows:

A. The Association or any Owner may propose any revision, addition or deletion of a covenant(s) at any time. For any proposed change, the Association will send or 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 or before the annual meeting, the precise, proposed change(s) will be distributed in writing to each member.

C. The Association will provide to the Owners in attendance in person a written ballot reflecting proposed changes. Owners who timely request in advance to vote by mail shall be sent a ballot and unmarked envelope for its sealing and return. Each unmarked envelope containing a ballot must be enclosed in a second envelope signed by the Owner.

D. The Owners shall vote by secret, written ballot. Any owner may waive the confidentiality of his ballot without compromising its effect. Any owner may vote by proxy by giving the proxy a signed, written authorization to act as proxy. A proxy may be revoked either orally or in writing at any time by the owner who gave it. The ballots cast in person or by proxy, and by mail, if received prior to the date of the annual meeting, shall be counted by the Association's secretary and by at least one other individual appointed to assist the secretary.

E. The results of the ballot(s) shall be announced at the meeting or as soon thereafter as possible, with the number of Lot Owners voting in favor of the proposed change(s) and the number of Lot Owners voting against the proposed change.

F. If a majority of the Lot Owners vote to approve a proposed change, then that change has passed and these Covenants shall be deemed amended to reflect the change. A majority shall be determined with reference only to members in good standing in the Association.

G. The president and secretary shall certify in writing, under oath, that these steps have been followed and that a change(s) have been approved by the requisite majority.

H. At this stage, the approved amendment shall be submitted to the Flathead County Planning Board for approval if such approval is necessary. 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 Recorders office. Upon recording, the amendments shall be in full force and effect.

I. The effective date of all changes shall be the first business day following the date they are recorded, or as specified within the proposed change.

J. The Association shall maintain records of the votes of each enacted amendment for at least six years.

Covenant No. 27: INTERPRETATION OF PARTS (Origination: #27 2003 Amendments)

If a court invalidates one or more of these Covenants or a part of a Covenant, the invalidation shall not affect the remaining Covenants or parts of the same Covenant.

**Covenant No. 28: ESTABLISHMENT OF A COVENANT COMMITTEE
(Origination: #28 2020 Amendments)**

A Covenant Review and Update Committee shall be established and shall consist of a minimum of 7 members. Their duties include determining the wording of covenants, recommending to the Board changes to be placed before the members for a vote, evaluating the effectiveness and fairness of the Covenants, Conditions & Restrictions (CCRs). The chairperson for the Covenant Review and Update Committee shall be elected by the majority of the members of the Covenant Review and Update Committee and will not be a member of the HOA Board or be selected by the HOA Board. Regular meetings shall be held monthly or as directed by the members of the committee.

Covenant No.29: FIREWORKS PROHIBITION (Origination: #29 2020 Amendments)


Due to FIREWORKS inherent potential to cause wild-land and structure fires, ALL FIREWORKS in all forms ARE PROHIBITED from being ignited in Many Lakes all year long. Individuals starting fires with fireworks may be required to pay for all property damage and firefighting costs. Individuals found igniting fireworks, shall be assessed \$250.00 for the 1st offense and for each subsequent offense. If property is a rental, the owners will be held liable for any violation fines.

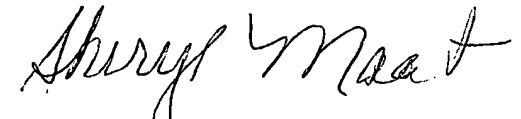
Covenant NO. 30: Covenant Restate/Reorganization (Origination: New #30 2021 Amendments)

- A. As amendments and other updates are made to the MLHOA covenants, a restate/reorganization shall be performed as needed to ensure that a combined, readable, and understandable version of the covenants will be available to all members, real estate professionals, and Flathead County.
- B. The restate/reorganization shall not require a vote of the members, provided the wording and sentence structure are not altered. Further, in the restate/reorganization process, spelling and punctuation may be corrected without deeming the updated copy as an amendment.
- C. To ratify any reorganization, an affirmative majority vote of the Covenant Committee and the HOA Board of Directors shall be required.
- D. When completed, the reorganization shall be filed with Flathead County and be made available on the MLHOA website. A postcard shall be mailed to all members reflecting the update.

Note: All 1973 covenants originations also apply to the 1978 covenants that were identical to the 1973 covenants. The exception in 1978 was to add the new sections of Many Lakes.

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 14 day of September 2022.

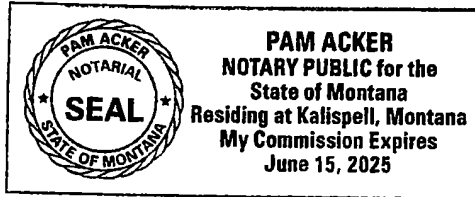

Randy Sundberg President


Sheryl Maat Sec/Treasurer

State of Montana
County of Flathead

Before me on the 14th day of September 2022, personally appeared Randy Sundberg, and Sheryl Maat, 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





ASSR #'s

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