

527153 COVENANTS Pages: 25
STATE OF MONTANA LAKE COUNTY
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TAMARACK OF THE WILDWOOD
LANDOWNERS ASSOCIATION

Post Office Box 10
Lakeside, MT 59922

COVENANTS, CONDITIONS & RESTRICTIONS

July 14 2012

Amended Declaration of Protective Covenants
of a Portion of Table Bays, Amended

*Return to: Margaret Voermans
PO Box 2923 Missoula MT 59806*

527153

THIS DECLARATION is made this 14 day of July, 2012, by Margaret M. Voermans, President of the Tamarack of the Wildwoods Landowners' Association, as authorized by not less than 75 percent of the Lot Owners in a Portion of Table Bays, Amended, also known as Tamarack of the Wildwood Subdivision. See Authorization for Amendment, attached hereto as Exhibit A.

WITNESSETH:

WHEREAS, a Declaration of Protective Covenants of a Portion of Table Bays, Amended, was recorded under the records of Lake County, Montana, under Microfile 225031; and

WHEREAS, an Amended Declaration of Protective Covenants of a Portion of Table Bays, Amended, was recorded under the records of Lake County, Montana, under Microfile 235767; and

WHEREAS, an Amended Declaration of Protective Covenants of a Portion of Table Bays, Amended, was recorded under the records of Lake County, Montana, under Microfile 236129; and

WHEREAS, an Amended Declaration of Protective Covenants of a Portion of Table Bays, Amended, was recorded under the records of Lake County, Montana under Microfile 367070; and

WHEREAS, an Amended Declaration of Protective Covenants of a Portion of Table Bays, Amended, was recorded under the records of Lake County, Montana, under Microfile 375560; and

WHEREAS, at least seventy-five percent (75%) of the lot owners of the subdivision, representing 60 percent of the land area in the subdivision, have consented to this Declaration in writing,

NOW THEREFORE, the Declarant declares that the real property described as lots 1, 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23 of the Amended Plat of a Portion of Table Bays according to the map or plat thereof on file and of record in the office of the County Clerk and Recorder of Lake County, Montana, shall be held, sold, conveyed, and encumbered subject to the following easements, covenants, conditions and restrictions. This Declaration shall supersede and replace all prior Declarations.

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ARTICLE I
DEFINITIONS

Section 1

“Association” shall mean Tamarack of the Wildwood Landowners Association, its successors and assigns.

Section 2

“Common Area” shall mean all real property in which the Association owns an interest and which is held for the common use and enjoyment of its members. The interest may include, without limitation, estates in fee, estates for a term of years or easements. The Common Area includes that property depicted as common area on the plat described as “A Portion of the Table Bays, Amended,” as well as all dock structures extending from and accessed through any Common Area and any other real property in which the Association holds an interest.

Section 3

“Declaration” shall mean this Amended Declaration of Protective Covenants of a Portion of Table Bays, Amended.

Section 4

“Lot” shall mean any individual parcel or tract shown on the recorded subdivision plat for a Portion of Table Bay, Amended, including such plats of a Portion of Table Bay as may be amended and recorded in the future; however, parcels or tracts defined on the recorded subdivision plat shall not be considered a Lot.

Section 5

“Member” shall mean any person or entity holding membership in the Association pursuant to its articles of incorporation and its by-laws.

Section 6

“Owner” shall mean the record owner or owners of a Lot or Lots, including contract purchasers who have filed a Notice of Purchaser’s Interest, but excluding renters or lessees.

Section 7

“Immediate Family” shall mean a Lot Owner and the Lot Owner’s husband, wife, son, daughter, father and/or mother, including stepparents or stepchildren.

Section 8

“Regulations” shall mean and refer to any rules or regulations adopted by the Association from time to time in accordance with its Articles of Incorporation and By-Laws.

Section 9

“Board” or “BOD” or “Board of Directors” shall mean and refer to the Board of Directors of the Association.

Section 10

“Design Review Committee” or “DRC” shall mean the committee elected by the Association to review and approve all construction of projects within the subdivision.

Section 11

“By-Laws” shall mean and refer to the By-Laws of the Association as same may be amended from time to time.

ARTICLE II

PROPERTY RIGHTS

Section 1 – Declaration of Covenants, Conditions and Restrictions.

1. This Declaration is hereby placed upon the Lots and common area lands described in the last Paragraph of Page 2 of these Covenants for the use, benefit and enjoyment of all Owners within the Subdivision.
2. The President of the Association shall have the authority to execute and record this Declaration on behalf of the Owners.
3. The Owners hereby declare and agree that the properties described in the last paragraph of Page 2 of these Covenants shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof.

Section 2 – Protective Covenants

1. The Covenants, Conditions and Restrictions in this Declaration are designed to provide a uniform plan for the development of the herein described land; to preserve, insofar as is practical, the natural beauty of said property; and to encourage the development of said property for residential and recreational use. Buildings in existence as of the date of the recording of this Declaration are not required to comply with this Declaration; however, modifications to such existing buildings must comply. Further, any development or modifications to such existing buildings must comply with Lake County Upper West Shore Zoning District and Regulations.
2. Every Owner shall have an easement for the use of the Common Area and shall have use of all common facilities, which shall be appurtenant to and shall pass with the title to every lot, subject to the following:
 - a. The right of the Association, through its Board of Directors, to charge, if necessary, reasonable admission and other fees for the use of any facility situated upon the Common Area;

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- b. The right of the Association to establish rules and regulations for use of any and all common facilities and open space. Any such rules and regulations may be amended, changed or deleted by a two-thirds vote of the membership at the annual Association meeting or by a majority vote of the Board if urgently needed to protect the interests of the Association. Current copies of all such rules and regulations shall be provided to each Lot owner and a copy shall be maintained by the Secretary of the Association, and available for inspection and copying upon request of any Lot owner.
- c. In the event Association dues, or assessments imposed by the Board against Lots within the Subdivision, are unpaid for a period of 60 days following the date such dues or assessments are due, the unpaid dues or assessments shall become a lien against each Lot held within the Subdivision by the owner whose dues or assessments are unpaid.
- d. The Association shall have the right to dedicate, grant an easement or convey all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by ninety (90) percent of Association members; however, no such transaction shall be effective unless an instrument signed by ninety percent (90) percent of all owners in the Association has been recorded.
- e. Boat slips, meaning the individual spaces for the moorage of boats within the Common Area docks, are held as use rights appurtenant to the Lots whose Owners (including predecessors-in-interest) have funded or arranged for the Common Area dock structures that define and create the slips. Ownership rights in such slips thus pass with subsequent conveyances of Lots, unless reserved or excepted in a conveyance instrument and simultaneously transferred to another Lot within the Association. Such a transfer must be evidenced by a notice, filed or recorded within the real property records of the Lake County Clerk and Recorder, identifying the Lot to which the slip is transferred. If such a notice is not filed or recorded, the reservation or exception is null and void. No Lot Owner may hold a use right in more than two boat slips, regardless of the number of Lots held by the Owner. A boat slip may not be rented or leased separately from the rental or lease of the Lot to which the slip is appurtenant. Any boat slip not transferred to another Owner at the time of conveyance of a lot shall become the property of the Association and may be sold, conveyed or otherwise transferred to any other Owner. Boat slips may not be sold, conveyed or otherwise transferred to anyone not a Member or Owner within the Association. Shore Stations or Lift Stations for boats, installed or used within boat slips, are the personal property of their owners and are not appurtenant to any Lots. Installation of any Shore or Lift Station requires the approval of the Design Review Committee and any government authorities that may have jurisdiction over such installation

- f. Owners shall not have the right to use the Common Area during any periods of time when dues and assessments are not kept current.

Section 3 – Delegation of Use.

Any Owner with the right to use the Common Area may delegate his right of use and enjoyment to the Common Areas to the members of his immediate family, tenants or house guests. House guests using the Common Area may use those facilities without being accompanied directly by the Owner; however, the Owner must be accessible, either in person or by telephone, to other Owners.

Section 4 – Insurance.

The Association shall maintain at all times a policy or policies of insurance by an insurer licensed to do business in the State of Montana. Such policy or policies shall provide coverage for at least the following:

1. Insurance against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, in an amount equal to the full insurable replacement value (without deduction for depreciation) of the Common Areas of the subdivision and the common landscape areas, with the Association identified as the named insured, as trustee for the benefit of owners and mortgages of lots in the subdivision as their interests appear.
2. General comprehensive liability insurance which provides coverage for both defense and indemnity with a combined single limit of no less than One Million Dollars (\$1,000,000) for each occurrence, which identifies the Association and the owners as the named insured, and which provides coverage against any liability to the public, to the owners, guests, invitees, licensees, or tenants, incident to the ownership or use of the Common Areas.
3. No Owner shall permit any use of his property or make any use of the Common Areas that will increase the cost of insurance upon the land above that required when the property is used for the approved purposes, or that will cause any such insurance to be cancelled, except with the prior written consent of the Association Board of Directors.

Section 5 – Proceeds for Damages or Destruction.

1. In the event of substantial damage to or destruction of any of the Common Areas, the Association shall give prompt written notice of such damage or destruction to the owners. Insurance proceeds for damage or destruction to any Common Area or portions thereof shall be paid to the Association as the trustee for the owners and shall be segregated from other funds of the Association. Such proceeds shall be used for the repair and/or replacement of the Common Area unless the Association decides not to

repair or replace such area. In such event, all insurance proceeds shall become an asset of the Association and used for the benefit of the lot owners.

2. In the event that any Common Area, or portion thereof, is condemned in any manner, damages or other proceeds shall be payable to the Association and shall be used for the benefit of the property owners.

ARTICLE III

ANNUAL DUES, ASSESSMENTS AND SPECIAL ASSESSMENTS

Section 1 – Creation of Lien and Personal Obligation of Assessments.

The Owner of each Lot, by acceptance of a deed or contract purchaser's interest, agrees to pay to the Association: (1) Annual Dues and Assessments for the expenses of operating the Association, and (2) Special Assessments for capital improvements or maintenance, such Assessments to be established and collected as hereinafter provided. The Annual Dues and Assessments and Special Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a continuing lien upon the property of each Lot Owner within the Subdivision. Dues, Assessments and Special Assessments, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner at the time the Dues, Assessments and Special Assessments are due. Annual Dues and Assessments shall be fixed by the Board. Special Assessments must be approved by a two-thirds majority vote of members of the Association following a 30-day notice mailed to all Members and following a response received by the voting deadline date as stated in the notice. A Member's vote will count only if the Member is current on dues and assessments.

Section 2 – Uniform Rate of Assessment.

Annual Dues, Assessments and Special assessments for members must be fixed at a uniform rate for all lots.

Section 3 – Due date for Annual Dues, Assessments and Special Assessments

Annual Dues and, Assessments shall be due at the time of the Annual Meeting of the Association. Special Assessments shall be due at the time set forth in the 30-day notice mailed to all members for approval.

Section 4 – Subordination of the Lien to Mortgages.

The lien for any unpaid assessments shall be subordinate to the lien of any mortgage or trust indenture.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 1. Intent, Association Rights and Changes.

1. The intent of this covenant is to preserve the natural setting and beauty of the subdivision, to establish and preserve a harmonious and aesthetically pleasing design and to protect and promote the value of the properties of the subdivision while granting as much flexibility to the landowners as possible.
2. No structure of a permanent or temporary nature, including, but not limited to, a carport, a fence, wall, gate, wire, pipe, exterior lighting device, stairway, parking lot, mail box, owner's name sign, courtyard, swimming pool, tennis court, greenhouse, playhouse, animal kennel, walkway, hedge, driveway, antenna, sign, deck, patio, fireplace, dock, shore station or lift station enclosure or any addition, alteration or remodeling thereof shall be made, erected, altered, placed or permitted to remain within the Subdivision until plans and specifications have been submitted and approved by a majority vote of the Design Review Committee ("DRC").
3. Plans and specifications submitted to all members of the DRC and the President must show the nature, kind, shape, dimensions, materials and location of the proposed improvement. Criteria for approval or denial are harmony of external design, colors, construction details and materials; and harmony and location in relation to surrounding structures, topography, neighboring properties, and lakeshore protection areas. All plans must include sufficient information to evaluate the foregoing criteria, as well as a site plan showing the location of the structure on the lot, setbacks from property lines, utility line locations and septic/drainfield locations. The plans must also include drawings or descriptions, as applicable, of the structural foundation, floor, walls and roof, as well as proposed exterior elevations. Materials lists and specifications must accompany the submitted plans. In the event that the Association, through its Board, adopts a master plan for the future development of the Common Areas, proposals for improvements or additions to the Common Areas must, to the extent the improvements or additions are addressed by the master plan, be in substantial compliance with the master plan.
4. The DRC will consist of three primary members elected by the Association and one alternate member appointed by the Board of Directors of Tamarack of the Wildwood Landowners Association. The DRC may, in its discretion, require the submission of additional information if submitted construction plans are incomplete.
5. At least two of the three DRC members shall be current members of the Tamarack of the Wildwood Landowners Association. Committee members may be replaced by a majority vote of the Board of Directors.

6. In the event the DRC fails to deny or request more information within 30 days of submission of a proposal, the proposal shall be deemed to be approved. The 30 days shall be computed from the first day after the proposal is received by the members of the DRC until the date the denial or request for more information is postmarked or hand-delivered to the applicant.
7. Any request for further information by the DRC may come from any single member of the DRC. Notice of approval or denial will be communicated by the President upon receipt of a majority decision by the DRC members.
8. Any substantial deviation from the approved plans and specifications may, in the DRC's discretion, require correction or conformance with the approved plans and specifications.
9. Any structure to be erected in accordance with approval so given must be erected and completed within eighteen (18) months or original approval or new approval obtained. The Design Review Committee is authorized, within reasonable constraints, to extend this time limit if bona fide legal, financial or material supply difficulties arise.
10. The applicant is responsible for obtaining any other permits that may be required by government regulatory authorities.
11. Upon approval, and prior to the commencement, of the construction of any structure requiring the use of heavy construction equipment (bulldozers, excavators, cranes, backhoes, concrete trucks, etc.) a Five Hundred Dollar (\$500) deposit will be deposited with the Secretary-Treasurer of the Association by the Owner of the property to be improved. The deposit shall be returned upon completion of the project unless needed for the repair of damage to roads or any other Common Areas.

Section 2 – Liability Limits.

1. Neither the Association, the DRC, Board or the individual members of any of the foregoing may be held liable by any person for any damages for any committee action taken pursuant to these covenants, conditions and restrictions. This limitation includes, but is not limited to, damages which may be alleged from correction, amendment, changes or rejection of plans, the issuance of building permits or any delays associated with such action on the part of the DRC
2. One copy of the approved plans for any project requiring DRC approval shall be retained in the records of the Association.
3. Following DRC review and approval of any plans and specifications, any officer of the Association or member of the DRC shall have the right during reasonable hours to enter upon and inspect any site or other improvements with respect to which construction is underway to determine compliance with approved plans and specifications. If, in the DRC's judgment, approved plans and specifications are not being followed, the DRC

may suspend the approval and require construction to be halted until compliance is achieved.

ARTICLE V

MINIMUM BUILDING AND USE RESTRICTIONS

Section 1 – Minimum Standards, Building Limitations and Construction Rules.

1. No structure failing to meet the following minimum standards shall be erected, placed or allowed to remain within the Subdivision. All structures must meet the current minimum building standards as required by Lake County Upper West Shore Zoning District and Regulations, the Uniform Building Code, the National Plumbing Code, the National Electrical Code and any other code hereafter enacted or made applicable by local, county, state or national authority.
2. With the exception of the Common Areas, none of the lots in the subdivision may be used or improved for other than private, single-family residential purposes.
3. Use of lots for private, single-family residential purposes does not preclude the construction of a single additional guest house on a lot.
4. In addition to construction of a single-family residential home and guest house, approval may be given for the construction of one other free-standing building, not to exceed a total of six hundred (600) square feet or twenty (20) feet in average height, as defined by the applicable Lake County Upper West Shore Zoning District and Regulations, for use as a garage, private shop or storage building. No such additional structures may be constructed unless a single-family residence already exists or is concurrently constructed and completed on the same Lot. Any such additional building must be placed on an approved concrete foundation or concrete slab if the building is larger than one hundred (100) square feet.
5. No structure of a temporary character, including, but not limited to modular homes, mobile homes, manufactured homes, trailer houses, tents, shacks, barns, outbuildings, framed fabric enclosures, stables or structures other than as described in Article V, Section 1, Paragraphs 2, 3 and 4, shall be constructed, placed or used on a Lot. No residential structure shall be occupied until the exterior is completed (including painting or staining if exterior siding requires painting or staining). The water supply and sewer system completed and approved by the appropriate health authority.
6. Bona fide guests may not live in or park recreational vehicles or camper-type vehicles on a Lot for more than thirty (30) days in any calendar year, subject to the Lake County Upper West Shore Zoning District and Regulations.

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7. No property within the Subdivision may be used for any business or commercial endeavor, including home occupations, except that a private or professional office may be maintained if confined entirely within a primary residence, and does not require signage, regular deliveries of freight, or frequent vehicular traffic from customers or clients subject to the Lake County Upper West Shore Zoning District and Regulations.
8. Plans for improvements on each residential lot shall provide for off-street parking.
9. No residential lot shall be further subdivided in any manner.
10. Dogs, cats or other common household pets may be kept, provided they are not bred for commercial purposes. Outdoor pet kennels or cages must be screened from public view.
11. All property line setbacks and building height restrictions for new structures must comply with the current Lake County zoning regulations unless appropriate variances are granted and further approved by the DRC. Documentation verifying approval of any variance must be provided to the DRC and maintained in the records of the Association.
12. Roof plan: No rooftop mechanical equipment is permitted except flues, chimneys and vents.
13. Exterior color scheme: Materials used for external surfaces of all structures shall blend in color, hue and tone with the surrounding natural forest setting to avoid high contrast. Surface materials of walls, retaining walls or fences shall be similar to and compatible with those of the adjacent buildings. Reflective building materials are prohibited, except for metals that will naturally dull after exposure. Mirrored surfaces, or any treatments which change ordinary glass into a mirrored surface, are prohibited. No paint colors shall be used having a Light Reflecting Value (LRV) greater than 40%. (The LRV of a specific paint is available from paint manufacturers and measures the amount of light reflected by a certain color. Earth tones are encouraged.
14. Window sash: Wood, anodized bronze aluminum, white or brown vinyl, color coated aluminum desired.
15. Exterior lighting: Exterior lighting must not cause excessive glare or annoyance to adjacent property owners and passersby. All proposed exterior fixtures must be indicated on the exterior elevations plans. Shielded indirect lighting is desired. Any non-shielded or direct lighting exceeding 25 watts must be switched by timed security monitor/motion detector only or not in conflict with the Lake County Upper West Shore Zoning District and Regulations.

16. Fences: Must be constructed of materials harmonious with the structures on the property. Chain link or metal construction is not permitted unless completely shielded from public view.
17. Antennas: Satellite dishes and other similar items are to be no larger than 36" in diameter and not mounted on any base or structure taller than two feet or in any location obstructing the view of an adjacent neighbor. Traditional TV or other radio antennas are to be mounted only in locations shielded from public view.
18. Signs: One sign identifying an address or the occupants of a residence is permitted. Signs must be compatible with the surroundings in design and color and no larger than two (2) square feet in area. Except for reasonably sized "Children at Play" or other safety-related signs, no sign of any other kind shall be displayed to public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent, or three signs, not to exceed one and one-half (1½) square feet each, to be used by a contractor, realtor or owner to advertise the property during the construction and sales period. Such signs must be immediately removed upon sale of the property. All signs, with the exception of sales signs, must be presented to the DRC for review and approval.
19. Construction mess: Construction sites will be monitored for the accumulation of unnecessary construction debris. A written notice will be issued by the President to clean up unsightly construction sites.
20. Construction trailers: All construction trailers or "job shacks" must be kept unobtrusive. They will be small in size, as far off the street as possible and neatly maintained, and promptly removed following construction.
21. Temporary sanitary facilities: Such facilities may be used for construction purposes and placed on the owner's property in as inconspicuous a location as possible.
22. Common courtesy: The impact of the construction process upon neighbors must be kept to an absolute minimum. Owners must not permit unauthorized borrowing of utilities from neighbors, unauthorized parking, loud radios, profanity or construction crew pets.
23. Construction work hours: Weekdays between the hours of 7:00 A.M. and 7:00 P.M. Saturdays between 8:00 A.M. and 5:00 P.M. No construction may take place on Sundays or holidays.
24. The DRC, Lake County authorities (to the extent Lake County has jurisdiction over construction projects within the subdivision) and Lake County Upper West Shore Zoning District and Regulations have the right to oversee construction projects and determine whether the projects meet approved design standards and applicable laws, regulations or codes.

25. The discharge of firearms is prohibited within the Subdivision.

Section 2 – Sanitation, Outdoor Storage Limitations, Eyesores, or Burning.

1. No illegal, noxious, or offensive activity shall be permitted or carried on within any part of the Subdivision. No rubbish, lawn clippings, brush slashings or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Subdivision, nor shall any nuisance or odors be permitted to exist or arise from any portion of the Subdivision, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the subdivision. All garbage and other waste shall be kept out of public view in approved sanitary containers.
2. No tools, tractors, lawn mowers, drums, barrels, equipment, parabolic or other unused antennas, household appliances, machinery or non-operational vehicles of any type shall be kept on the property unless housed from view.
3. One recreational vehicle, (travel trailer, fifth wheel, motor home, camper, cab-over camper, etc.) not to exceed thirty-five (35) feet in length may be kept on each Lot. Others must be kept in a closed building. This restriction does not apply to guests who occupy such vehicles for periods of 30 days or less.
4. One boat/trailer combination may be kept within view on the property. All other boats and/or boat trailers must be kept in a closed building.
5. If no boat/trailer combination is kept in view on the property, one utility or other type of trailer may be kept within view on the property. Otherwise, all such utility or other types of trailers must be kept in a closed building.
6. Snowmobiles, all terrain vehicles, small maintenance vehicles, quads, dune buggies, jet skis, etc., must be stored out of public view when not in regular and frequent use.
7. Vacant lots will not be used for storage, other than within an approved structure, or for dumping or any kind.
8. Enclosures constructed to protect, conceal, or hide from view items so required by the covenants, must be submitted to and approved by the DRC. Tarps, canvas, landscaping materials, plastic sheeting, etc., do not qualify as an enclosure.
9. The Board shall have the right to determine if an Owner is causing an eyesore or nuisance within the subdivision and shall have the right to require the nuisance or eyesore abated.

10. All burning must be accomplished with respect to established laws. When required, a burning permit must be obtained and all requirements for issuance of the permit must be strictly observed. The burning of trash or man-made materials is prohibited. Burn barrels are not permitted. Fire rings are permitted.
11. Owners are responsible for the removal and control of noxious weeds as required by Montana law.

ARTICLE VI

PROPERTY EXCLUSION

Lots 4 and 5 of the Amended plat of a portion of Table Bays are hereby expressly excluded from the benefits and obligations of this Declaration and all prior declarations.

Lot 10 of the Amended plat of a portion of Table Bays may not be used for residential purposes. If requested, plans for a garage, private shop or storage building not requiring sanitation facilities may be approved.

Lots 1, 2, 1A and 3 have installed in Wildwood Trail, a force main septic line to Lot 10.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement of Protective Covenants and Rules/Regulations.

1. The Association or any owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. In the event action is brought by the Association, or an individual landowner, to enforce any provision of its covenants, the prevailing party shall be entitled, in addition to any other relief awarded, to an award of their reasonable attorney's fees and court costs incurred in the action to enforce these covenants.
3. Procedure for owner notification of an infraction of the Protective Covenants.
 - a. The President or his designated representative will, as a courtesy, notify the offending owner, by telephone or in person, of his or her violation of the covenants, along with a request to remedy the violation within a reasonable period of time.

- b. Failure to satisfactorily respond to the courtesy notice will result in a certified letter being sent to the offending owner, again stating the violation and request for remedy within a reasonable time.
- c. In the event compliance is not achieved with a reasonable period of time, the Association may commence legal proceedings as a means of enforcement.

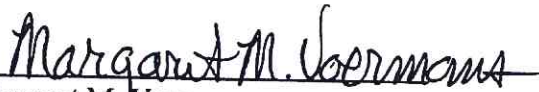
Section 2. Severability.

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

Section 3. Amendment.

These covenants, conditions and restrictions shall run with and bind the land for a term of twenty-five years from the date this declaration is recorded, after which time such covenants shall automatically be extended for successive ten year periods, unless revoked or amended by an affirmative verbal or written vote of 75 percent of the Owners within the Subdivision, as evidenced by signatures on an Authorization for Amendment in substantially the form attached to the end of this document. Upon such vote, a record of which shall be kept in the records of the Association, the President of the Association may execute and record a Declaration amending these covenants, conditions and restrictions. The Authorization for Amendment may be executed in counterparts which, when taken together, shall constitute a single legally effective and binding document. Signatures may be transmitted by e-mail, facsimile or regular mail and regardless of form, shall be deemed as effective as an original.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration this 7 day of September, 2012 and hereby affirms that he has been authorized to do so by a written instrument signed by not less than 75 percent of the Lot Owners representing at least 60 percent of the area of the Lots within the Subdivision, attached hereto as Exhibit A ("Authorization for Amendment").


 Margaret M. Voermans
 President, Tamarack of the Wildwood Landowners Association

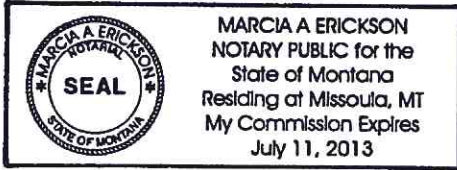
STATE OF MONTANA)
 :SS
 COUNTY OF ~~LAKE MISSOULA~~

On this 7 day of September, 2012 before me, the undersigned Notary Public for the State of Montana, personally appeared Margaret M. Voermans, known to me to

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be the person subscribed to the within instrument, and acknowledged to me that she 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.



(NOTARIAL SEAL)

Marcia A Erickson

[Signature of Notary]

Marcia A Erickson

Typed, stamped or printed Name of Notary]

Notary Public for the State of Montana

Residing at Missoula MT

[City of Residence]

My commission expires: July 11, 2013, 2012

EXHIBIT A

Authorization for Amendment

The following Lot Owners, representing at least 75 percent of the lots of A Portion of Table Bays, Amended, hereby signify that they have authorized this Amended Declaration.

Lot 1A

Leonard C. Adams
Signature

7-22-12
Date

LEONARD C. ADAMS
Print name

Denise M. Adams
Signature

7-22-12
Date

DENISE M. ADAMS
Print name

Lot 3

A. D. Rovig
Signature

July 18, 2012
Date

A. D. ROVIG
Print name

Maureen L. Rovig
Signature

July 18, 2012
Date

MAUREEN L. ROVIG
Print name

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Lot 6

Katharine Miller Worre
Signature

August 3, 2012
Date

Katharine Miller Worre
Print name

[Signature]
Signature

August 3, 2012
Date

Philip Worre
Print name

P.P. RW
Signature

August 3, 2012
Date

Bernadette Worre
Print name

Lot 7

Katharine Miller Worre
Signature

August 3, 2012
Date

Katharine Miller Worre
Print name

[Signature]
Signature

August 3, 2012
Date

Philip Worre
Print name

P.P. RW
Signature

August 3, 2012
Date

Albert Worre
Print name

527153

Lot 8/9

Katherine Miller Worri
Signature

August 3, 2012
Date

Katherine Miller Worri
Print name

[Signature]
Signature

August 3, 2012
Date

Philip Worri
Print name

P.P. [Signature]
Signature

August 3, 2012
Date

Bernadette Worri
Print name

Lot 10

Leonard C. Adams
Signature

7-22-12
Date

LEONARD C ADAMS
Print name

Denise M. Adams
Signature

7-22-12
Date

Denise M. Adams
Print name

527153

Lot 11

Signature

Date

Print name

Signature

Date

Print name

Lot 12

Signature

Date

Print name

Signature

Date

Print name

Lot 13

Signature

Date

Print name

Signature

Date

Print name

527153

Lot 14

Joseph B. Fiala
Signature

8-5-2012
Date

JOSEPH B. FIALA
Print name

Joan S. Fiala
Signature

8-5-'12
Date

JOAN S FIALA
Print name

15

Lot 15A

G. J. Morgan
Signature

Covenants, Conditions, Restrictions
8 Aug 12 ^{July} 2012
Date

G. J. Morgan
Print name

Karen F Morgan
Signature

8/8/12
Date

Karen F Morgan
Print name

Lot 16

Jonathan Bechard
Signature

7-17-12
Date

JONATHAN BECHARD
Print name

Carol A. Bechard
Signature

7-17-12
Date

CAROL A. BECHARD
Print name

527153

Lot 17

Carol Flower
Signature

August 7, 2012
Date

Carol Flower
Print name

Larry Flower
Signature

07-AUG-12
Date

LARRY FLOWER
Print name

Lot 18

Darlene Teddy Maloof
Signature

July 28, 2012
Date

DARLENE TEDDY MALOOF
Print name

Margaret Voermans POA
Signature

7-28-12
Date

Margaret Voermans
Print name

Lot 19

Jack G. Thomas
Signature

7/16/12
Date

JACK G. THOMAS
Print name

Deanna D. Thomas
Signature

7/16/12
Date

DEANNA D. THOMAS
Print name

527153

Lot 20

David W. Smith
Signature

18 JUL 12
Date

DAVID W. SMITH
Print name

Leigh Murray
Signature

July 18, 2012
Date

Leigh Murray
Print name

Signature N/A THERE ARE ONLY
2 OWNERS.

N/A
Date

Print name

Lot 21

Ronald L. Mullis
Signature

7/19/12
Date

Ronald L. Mullis
Print name

Ann K. Mullis
Signature

7/19/12
Date

Ann K Mullis
Print name

Lot 22

John D. Poe
Signature

7/25/12
Date

John D. Poe
Print name

Signature

Date

Print name

527153

Lot 23/15

Jennie Kirschling
Signature
Jennie Kirschling
Print name

7/21/12
Date

Signature

Date

Print name

Approval by Lake County Commissioner:

Ann Brower

March 07, 2013
Date

William D. Brown

March 07, 2013
Date

Garrett Decker

3.07.2013
Date

STATE OF MONTANA LAKE COUNTY

RECORDED: 09/14/2022 11:33 KOI: COVENANTS

KATIE HARDING CLERK AND RECORDER

FEE: \$24.00 BY: Janet Munn dep

TO:

Upon recording, please return to:
TWLA
PO Box 10
Lakeside, MT 59922

**SIXTH AMENDMENT TO
THE AMENDED DECLARATION OF PROTECTIVE COVENANTS OF
A PORTION OF TABLE BAYS, AMENDED/
TAMARACK OF THE WILDWOOD LANDOWNERS ASSOCIATION
CONDITIONS, COVENANTS, AND RESTRICTIONS**

THIS SIXTH AMENDMENT TO THE AMENDED DELARATION OF PROTECTIVE COVENANTS OF A PORTION OF TABLE BAYS, AMENDED/TAMARACK OF THE WILDWOOD LANDOWNERS ASSOCIATION CONDITIONS, COVENANTS AND RESTRICTIONS recorded March 7, 2013 as Document No.527153, is executed this 29th day of August, 2022 by the **TAMARACK OF THE WILDWOOD LANDOWNERS ASSOCIATION** (hereinafter "Association").

WHEREAS, the Declaration of Protective Covenants A Portion of Table Bays, Amended, was recorded on December 19, 1975, under Microfile No. 225031, records of Lake County, Montana (hereinafter "Original Declaration");

WHEREAS, an Amended Declaration of Protective Covenants of a Portion of Table Bays, Amended, which was the first amendment and complete restatement of the Original Declaration, was recorded July 29, 1977, under Microfile No. 235767, records of Lake County, Montana (hereinafter "First Amended and Restated Declaration"); and

WHEREAS, an Amended Declaration of Protective Covenants of a Portion of Table Bays, Amended, which was the second amendment and complete restatement of the First Amended and Restated Declaration, was recorded August 19, 1977, under Microfile No. 236129, records of Lake County, Montana (hereinafter "Second Amended and Restated Declaration"); and

WHEREAS, the Association caused to be recorded an Amended Declaration of Protective Covenants of a Portion of Table Bays Amended on July 5, 1995, under Microfile No. 367070, records of Lake County, Montana which was the third amendment and complete

restatement of the Second Amended and Restated Declaration (hereinafter “Third Amended and Restated Declaration”); and

WHEREAS, the Association caused to be recorded an Amended Declaration of Protective Covenants of a Portion of Table Bays, Amended in 1996, under Microfile No. 375560, records of Lake County Montana, which was the fourth amendment and complete restatement of the Third Amended and Restated Declaration (*hereinafter* “Fourth Amended and Restated Declaration”); and

WHEREAS, the Association caused to be recorded Covenants, Conditions & Restrictions/ Amended Declaration of Protective Covenants of a Portion of Table Bays, Amended March 7, 2013, under Microfile No. 527153, records of Lake County, Montana, which is the fifth amendment and complete restatement (hereinafter “Fifth Amended and Restated Declaration”); and

WHEREAS, the Fifth Amended and Restated Declaration provides in Article VII, Section 3, that it may be amended by an instrument signed by the President of the Association after an affirmative vote of 75% of the owners and evidenced by their signatures on an Authorization for Amendment, which shall be retained in the Association files; and

WHEREAS, since the establishment of the subdivision in 1975, two sets of the original 21 Lots were legally combined, so that each set is now considered a single Lot with a single Lake County property ID, therefore the Association desires to amend said Fifth Amended and Restated Declaration to make the number of current Lots (19) and their legal designations correspond to that recognized by the Lake County Treasurer’s Office.

NOW, THEREFORE, in consideration of the foregoing recitals and the amendment powers set forth in the Fifth Amended and Restated Declaration, the Association hereby amends the Fifth Amended and Restated Declaration as follows:

The last paragraph on Page 2 is replaced and republished as follows:

NOW THEREFORE, the Declarant declares that the real property described as

- 1) The 16 original Lots numbered 3, 6, 7, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, and 23 of the Amended Plat of a Portion of Table Bays according to the 1975 map or plat thereof on file and of record in the office of the County Clerk and Recorder of Lake County, Montana;
- 2) The amended Lot 8 (the combined original 1975 Lots numbered 8 and 9), of the Amended Plat of the Amended Plat of a Portion of Table Bays according to the 1987 map or plat thereof on file and of record in the office of the County Clerk and Recorder of Lake County, Montana; and
- 3) The two amended lots 1A (a combination of original Lots numbered 1 and 2 and part of original Lot 15) and 15A (the remainder of original lot 15), of the Amended Subdivision Plat of

Lots 1, 2 and 15, of Amended Plat of a Portion of Table Bays, according to the 1998 map or plat thereof on file and of record in the office of the County Clerk and Recorder of Lake County, Montana; shall be held, sold, conveyed, and encumbered subject to the following easements, covenants, conditions and restrictions. This Declaration shall supersede and replace all prior Declarations.

IN WITNESS WHEREOF, the undersigned, being the President of the Association, has executed this Amendment this 29th day of August 2022 and hereby affirms she has been authorized to do so by a written instrument signed by not less than 75% of the Lot Owners in the subdivision. Such instrument is entitled "Authorization of Amendment" and is attached hereto as Exhibit A and by this reference incorporated herein.

TAMARACK OF THE WILDWOOD LANDOWNERS ASSOCIATION

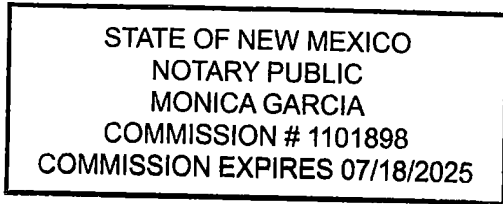
By: Leigh Murray
Leigh Murray, President

STATE OF New Mexico

COUNTY OF Dona Ana

On this 29th day of August, 2022 before me, the undersigned Notary Public for the State of New Mexico, personally appeared Leigh Murray, known to me to be the person subscribed to the within instrument and acknowledged to me that she 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.



Monica Garcia
(Signature of Notary)

Monica Garcia
(Typed, stamped or printed name of Notary)

New Mexico

Notary Public for the state of

Residing at Dona Ana
(City of Residence)