After Recordation Return To:
Michael A. Ferrington
Attorney At Law
100 Second St. East
Whitefish, MT 59937

AMENDMENT TO CEDAR POINTE ESTATES CONDITIONS, COVENANTS AND RESTRICTIONS

THIS AMENDMENT TO CEDAR POINTE ESTATES CONDITIONS, COVENANTS AND RESTRICTIONS is made this _____day of _____ ,2021, by the Cedar Pointe Estates Home Owners Association (CPEHOA).

The Cedar Pointe Estates Home Owners Association (CPEHOA) hereby amends the CEDAR POINTE ESTATES CONDITIONS, COVENANTS AND RESTRICTIONS dated August 16, 2007, as recorded as document number 200700024921, Flathead County records of the Clerk and Recorder, State of Montana, as follows:

Section 7 is hereby amended to read as follows:

7. Driveways/Fences

7(a):

1. Driveways and access roads may be considered individually or in common with a suitable adjacent lot owner.
2. Lot owners may be required to provide a shared access agreement if undertaking to incorporate a common driveway or amenity.
3. Lots with less than 50 feet of frontage shall share a driveway approach with an adjacent lot.
4. The location must consider safe road design, in particular relative to intersections, vehicle stacking and natural landscape impact on safe driver site lines.
5. Driveway approaches shall have an approach width not to exceed 22 feet, except shared approaches may be a maximum width of 28 feet.
6. Driveway widths must be 20 feet, except shared driveways may be a maximum width of 26 feet.
7. Approaches that enter the adjacent street on a curve possessing a street centerline radius of less than 200 feet shall not be closer than 50 feet to the next adjacent approach.

7(b):

1. Fences are discouraged in Cedar Pointe Estates, as they interfere with the open park setting of the neighborhood, and detract from the natural corridor of the river and neighborhood provided to wildlife.
2. Fences shall be constructed of natural materials, (wood, stone, metal that is not shiny, or shrubbery). No plastic's, composites, or other non-natural materials, other than chain link fencing, shall be allowed. Materials should complement the homes construction materials.
3. Fences shall comply with all current city regulations and shall be restricted to 4 feet in height, except if within a building envelope, in which case they must be limited to 5 feet in height and conform to requirements of screen walls listed in the CCR'S sec. 5,para.2.
4. Fences shall not be allowed in front yards unless there are special circumstances with the lot , and written variance shall be required from the Design Review Board.
5. There shall be no set back requirements from property lines. Be certain to not have any portion of construction on your neighbor's or HOA property as it could be subject to removal without your consent.
6. Neighboring lots shall not have two fences parallel to each other. Neighboring lots can

create connections of their fences provided the design is approved by the Design Review Board.

7. All existing fences shall be grandfathered, but if altered or destroyed, rebuilding must comply with these new standards.
8. All fences must be given written approval by the Design Review Board.
9. Fences may be built to provide visual shielding with written approval of the Design Review Board. It is encouraged that fences are constructed to allow partial visibility or transparency to promote an open feeling.
10. No security deposit shall be required.

IN WITNESS THEREOF, the Directors and Owners have caused to be executed these Amended CEDAR POINTE ESTATES CONDITIONS, COVENANTS AND RESTRICTIONS on the date and year first above written, pursuant to Section 20 of the CEDAR POINTE ESTATES CONDITIONS, COVENANTS AND RESTRICTIONS, with a vote of no less than 75% of the Owners approving the same, and the approval of the City attorney for Columbia Falls, Montana.

Dated :_____ _____

Approved: _____

City of Columbia Falls Attorney Dated

STATE OF MONTANA)
: ss.
County of FLATHEAD)

On this _____day of _____ , in the year 2021, before me, _____, Notary Public for the State of Montana, personally appeared_____ known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year here and above first written.

_____
Notary Public for the State of Montana
Residing at Whitefish, MT
My Commission expires: _____

STATE OF MONTANA)
: ss.
County of FLATHEAD)

On this _____day of _____ , in the year 2021, before me, _____, Notary Public for the State of Montana, personally appeared_____ known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year here and above first written.

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Notary Public for the State of Montana
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My Commission expires: _____