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FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS Juniper Bend

WHEREAS, on the 7th day of April, 1993, a Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "Covenants") was recorded as Document No. 94040-11410, records of Flathead County, Montana, establishing certain restrictions on the use of and for the benefit of the subdivision development known as Juniper Bend located in Government Lots 12 and 13 of Section 6, Township 29 North, Range 21 West, P.M.M., as recorded among the land records of Flathead County, Montana, containing 32 separate Subdivision Lots described as follows:

0980959 thru 0980968
0980679 thru 0980695

Juniper Bend - Phase I:
Block 7, Lot 7-A and Lot 7-B
Block 16, Lot 16-A and Lot 16-B

Juniper Bend - Phase II:
Block 9, Lot 9-A and Lot 9-B
Block 11, Lot 11-A and Lot 11-B
Block 13, Lot 13-A and Lot 13-B
Block 14, Lot 14-A and Lot 14-B
Block 15, Lot 15-A and Lot 15-B

Juniper Bend - Phase III:
Block 1, Lot 1-A and Lot 1-B
Block 2, Lot 2-A and Lot 2-B
Block 3, Lot 3-A and Lot 3-B
Block 4, Lot 4-A and Lot 4-B
Block 5, Lot 5-A and Lot 5-B
Block 6, Lot 6-A and Lot 6-B
Block 8, Lot 8-A and Lot 8-B
Block 10, Lot 10-A and Lot 10-B
Block 12, Lot 12-A and Lot 12-B

WHEREAS, Article XII, entitled General Provisions, paragraph 4., entitled, Amendment, reads:

> "This Declaration may be amended by an instrument signed by not less than seventy-five per cent (75%) of the owners."

WHEREAS, the total number of lots in Juniper Bend, Phase I, II, and III, is 32 of which seventy-five per cent (75%) is equal to 24 lots;

WHEREAS, the undersigned are the owners of at least 24 lots, and, therefore, seventy five per cent (75%) of said 32 lots of Juniper Bend, Phase I, II, and III; and,

WHEREAS, the undersigned Lot Owners desire to amend the Covenants pursuant to Article XII, paragraph 4.

NOW, THEREFORE, the Declaration of Covenants, Conditions, and Restrictions of Juniper Bend are amended as follows:

Amend Article VI of the original recorded Covenants, entitled, Exterior Maintenance, by deleting it in its entirety and replacing it as follows:

ARTICLE VI

EXTERIOR MAINTENANCE

1. By Owner. All exterior maintenance of the living units, (inclusive of the building structure and surface) including the necessary repair, maintenance and replacement of the living unit exterior siding, roof, decks, gutters, down spouts, and all other such exterior improvements to the living unit, together with any improvements placed within the living unit entrance patio or courtyard entry area to each living unit shall be the responsibility and expense of the owners of the living units.

Provided, however, that if a living unit Owner shall fail to maintain or make the repairs or replacement which are the responsibility of such living unit Owner, then, upon vote of a majority of the Board of Directors, and after not

less than thirty (30) days written notice to the living unit Owner, the Association shall have the right (but not the obligation) to enter upon or into the Lot or living unit and provide such maintenance or make such repairs or replacements, and the cost thereof shall be added to the assessments chargeable to such living unit Owner and shall be payable to the Association by the said living unit Owner. An assessment under this Article VI shall be enforceable against the living unit or the living unit Owner pursuant to the remedies specified under Article V of these Covenants, entitled, Covenant for Maintenance Assessments.

Provided further, that notwithstanding the obligation of the unit Owner, under this Article VI, to be responsible for the exterior maintenance of the living units, all exterior work whether it be of the nature of maintenance, repair, improvement or replacement is subject to the advanced review and approval by the Board of Directors of the Juniper Bend Homeowners Association, pursuant to Article XI of the Covenants, entitled, Architectural Control.

2. Access at Reasonable Hours. For the purpose of performing the maintenance unauthorized by this Article, the Association's agents or employees shall have the right after reasonable notice to the living unit Owner, to enter upon a Lot or living unit or upon any portion of the common areas, at reasonable hours, and without notice at any time in the event of an emergency.

Each and every other provision of the Covenants as recorded among the land records of Flathead County, Montana, except as to the Amendment herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owners of at least seventy-five per cent (75%) of the subject property of the Covenants above-described have executed this FIRST AMENDMENT to Declaration of Covenants, Conditions and Restrictions of Juniper Bend this 28th of January, 2000.

Juniper Bend, Phase I:

Block 7, Lot 7-A

Property Owner: Raymon F. & Ladeine Thompson
Address: 286 Buffalo Hill Drive
Kalispell, MT 59901

Property Owner: _____
Signature

_____
Signature

Block 7, Lot 7-B

Property Owner: Semitool, Inc.
Address: P.O. Box 7010
Kalispell, MT 59904-0010

Property Owner: _____
Signature

Block 16, Lot 16-A

Property Owner: Vicki Lee Kucera
Address: 136 Juniper Bend Drive
Kalispell, MT 59901

Property Owner: Vicki Lee Kucera
Signature

Block 16, Lot 16-B

Property Owner: Jot D. & Claire D. Carpenter
Address: 1801 Elmwood Avenue
Columbus, OH 43212

Property Owner: _____
Signature

_____
Signature

Juniper Bend, Phase II:

Block 9, Lot 9-A

Property Owner: Vicki F. Schulz
Address: 139 Juniper Bend Drive
Kalispell, MT 59901-2095

Property Owner: _____
Signature

Block 9, Lot 9-B

Property Owner: Ronald G. & Karen F. Nau
Address: 133 Juniper Bend Drive
Kalispell, MT 59901

Property Owner: _____
Signature

_____
Signature

Block 11, Lot 11-A

Property Owner: Stephen C. & Rhonda S. Bakke
Address: 149 Juniper Bend Drive
Kalispell, MT 59901

Property Owner: _____
Signature

_____
Signature

Block 11, Lot 11-B

Property Owner: Toni L. Stufft
Address: 143 Juniper Bend Drive
Kalispell, MT 59901

Property Owner: _____
Signature

Block 13, Lot 13-A &
Lot 13-B
Block 14, Lot 14-A &
Lot 14-B

Property Owner: Juniper Bend Development No. 1, a Montana Limited Partnership
Address: P.O. Box 7233
Kalispell, MT 59904-0233

Property Owner: _____
Signature

Block 15, Lot 15A

Property Owner: Joe G. & Ruth D. McKay
146 Juniper Bend Drive
Kalispell, MT 59901

Property Owner: _____
Signature

_____
Signature

Block 15, Lot 15-B

Property Owner: Kenneth M. & Margaret B. Jones
Address: 415 N. Sullivan Rd., #C111
Veradale, WA 99037-9533

Property Owner: _____
Signature

_____
Signature

Juniper Bend, Phase III:

Block 1, Lot 1-A

Property Owner: Beverly J. Braig
Address: P.O. Box 732
Kalispell, MT 59903-0732

Property Owner: _____
Signature

Block 1, Lot 1-B

Property Owner: Ellen C. MacMillan
Address: 258 Juniper Bend Drive
Kalispell, MT 59901

Property Owner: _____
Signature

Block 2, Lot 2-A & Lot 2-B
Block 4, Lot 4-A & Lot 4-B
Block 6, Lot 6-A & Lot 6-B

Property Owner: Juniper Bend Development No. 1, a Montana Limited Partnership
Address: P.O. Box 7233
Kalispell, MT 59904-0233

Property Owner: _____
Signature

Block 3, Lot 3-A

Property Owner: William E. & D. Joyce Astle
Address: 242 Juniper Bend Drive
Kalispell, MT 59901

Property Owner: _____
Signature

_____
Signature

Block 3, Lot 3-B

Property Owner: Ellen M. Weeks
Address: 248 Juniper Bend Drive
Kalispell, MT 59901

Property Owner: Ellen M. Weeks
Signature

Block 5, Lot 5-A

Property Owner: William D. & Debbora M. Sargent
Address: 232 Juniper Bend Drive
Kalispell, MT 59901

Property Owner: William D. Sargent
Signature

Debbora M. Sargent
Signature

Block 5, Lot 5-B

Property Owner: Leona Danette Dobyns Living Trust
Address: 238 Juniper Bend Drive
Kalispell, MT 59901

Property Owner: _____
Signature

Block 8, Lot 8-A

Property Owner: Wayne A. & Kaaren J. Jensen
Address: 212 Juniper Bend
Kalispell, MT 59901

Property Owner: Wayne A. Jensen
Signature

Kaaren J. Jensen
Signature

Block 8, Lot 8-B

Property Owner: John Tigchon & Regine Aronow Hoag
Address: P.O. Box 242
West Glacier, MT 59936-0242

Property Owner: John Tigchon Hoag
Signature

Regine Aronow Hoag
Signature

Block 10, Lot 10-A

Property Owner: Thomas E. Hines
202 Juniper Bend Drive
Kalispell, MT 59901

Property Owner: Thomas E. Hines
Signature

Block 10, Lot 10-B

Property Owner: Thomas W. & Marcia M. Laux
Address: 208 Juniper Bend Drive
Kalispell, MT 59901-2966

Property Owner: Thomas W. Laux
Signature

Marcia M. Laux
Signature

Block 12, Lot 12-A

Property Owner: Lucy E. Smith
Address: 192 Juniper Bend Drive
Kalispell, MT 59901

Property Owner: Lucy E. Smith
Signature

Block 12, Lot 12-B

Property Owner: Olivia A. Liechty
Address: 198 Juniper Bend Drive
Kalispell, MT 59901

Property Owner: Olivia A. Liechty
Signature

STATE OF MONTANA)
: ss.
County of Flathead)

On this 28th day of January, 2000, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Dan Mitchell, Thomas W. Laux, Marcia M. Laux, Toni L. Stufft, John Tigchon Hoag, Regine Aronow Hoag, Ellen M. Weeks, Thomas E. Hines, Olivia A. Liechty, William D. Sargent, Debbora M. Sargent, William E. Astle, D. Joyce Astle, Vicki F. Schulz, Vicki Lee Kucera, Lucy E. Smith, Kenneth M. Jones, Margaret B. Jones, Ronald G. Nau, Karen F. Nau, Wayne A. Jensen and Kaaren J. Jensen, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

(Seal) LETA C. POLOG NOTARIAL SEAL STATE OF MONTANA

Leta C. Polog
Notary Public for the State of Montana
Residing at: Columbia Falls, Montana
My Commission expires: 6/1/2002

Return to:
ASTLE & ASTLE
Attorneys at Law
705 Main Street
Kalispell, Montana 59901

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
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STATE OF MONTANA, }
County of Flathead } SS

Recorded at the request of W. Astle
this 28 day of Jan, 2000 at 9:31 o'clock A M and recorded in the records of Flathead County, State of Montana.

Fee $ 6.00 Pd.
RECEPTION NO. 2000028 09310
RETURN TO _____

Susan M. Haverfield
(Flathead County Clerk and Recorder)

Char Terry
(Deputy)

Clerk&R-RecS