

J-8237 500976

SECOND AMENDMENT TO  
DECLARATION OF CONDOMINIUM, COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
RIVER LANDING CONDOMINIUMS

RIVERVIEW DEVELOPMENT GROUP LLC

TO

PUBLIC, TO THE

500976 COVENANTS Pages: 0  
STATE OF MONTANA LAKE COUNTY  
RECORDED: 08/24/2009 11:30 KOI: COVENANTS  
RUTH E. HODGES CLERK AND RECORDER  
FEE: \$5.00 BY: Ruth M. Hodges  
TO: LAKE COUNTY PERMANENT FILES, 106 4TH AVE E, POLSON MT

After Recording Return To:  
Riverview Development Group, L.L.C.  
312 Montana Landing-Box 129  
Polson, Montana 59860

500976 COVENANTS Pages: 0  
STATE OF MONTANA LAKE COUNTY  
RECORDED: 08/24/2009 11:30 KOI: COVENANTS  
RUTH E. HODGES CLERK AND RECORDER  
FEE: \$5.00 BY: Judy Muniz dep  
TO: LAKE COUNTY PERMANENT FILES, 106 4TH AVE E, POLSON MT

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**SECOND AMENDMENT TO  
DECLARATION OF CONDOMINIUM,  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RIVER LANDING CONDOMINIUMS**

This Second Amendment to Declaration of Condominium, Covenants, Conditions and Restrictions for River Landing Condominiums is made this 24<sup>th</sup> day of August, 2009, by Riverview Development Group, L.L.C. of 312 Montana Landing-Box 129, Polson, Montana 59860, and provides as follows:

**RECITALS**

1. The Real Property subject to this Amendment is located in Lake County, Montana and described as follows:

Tract A, Certificate of Survey No. 6254 RT; being that property as described in Document number 338515, records of Lake County, located in Government Lot 6, Section 4, Township 22 North, Range 20 West, Principal Meridian Montana, Lake County, Montana, and being more particularly described as follows:

Commencing at the Southeast corner of said Government Lot 6; thence, N.00°13'00"W., 27.00 feet to the intersection of the north right-of-way of 7th Avenue, and the west right-of-way of 6th Street, point being the TRUE POINT OF BEGINNING; thence along said right-of-way of 7th Avenue S.89°56'29"W., 269.54 feet, to a point on the easterly boundary of Certificate of Survey No. 6229, records of Lake County; thence departing said right-of-way N.00°32'57"W., 442.80 feet to the Flathead River; thence along said River N.74°49'54"E., 281.64 feet; to a point on the west right-of-way of 6th Street, thence along said 6th Street, S.00°13'00" E., 516.20 feet to the TRUE

# 500976

professional management, or vice versa; and (k) Amendment of the Bylaws. All amendments to this Declaration shall be recorded in the office of the Lake County Clerk and Recorder, Polson, Montana.

4. The Declarant, as Owner of one or more of the Units subject to the Declaration, desires to amend the Declaration so as to modify treatment and allocation of limited common area boat slips, and to modify the provision for Amendment to reflect changed underwriting standards. The Transition Date has not passed and Declarant has not opted out of its right to amend.

## AMENDMENTS

NOW THEREFORE the Declarant, provides as follows:

1. Section 3(d) of the Declaration is hereby amended to read as follows (amended language appears underlined):
  - d. Limited Common Areas (Boat Slips). The Limited Common Areas are those elements of the Common Area that are reserved or designed specifically for the use of a certain Condominium Unit or Units but not all of the Condominium Units, including walkways, utility lines (electric, telephone and data lines), water and septic lines, pipes and systems, storage areas, elevators, entry courts, patios, decks, entrances, exits, underground sprinkler systems and utility lines and pipes, and driveways, which serve a certain Condominium Unit or Units, but not all of the Condominium Units. Other than as stated herein, the Limited Common Areas are reserved for the exclusive use and under the exclusive control of the Condominium Unit or Units which they serve or benefit, as illustrated in Exhibit "A" and/or as stated in this Declaration. Further, without limiting the foregoing, the Condominium Units may have as part of their Limited Common Area a boat slip, or slips, and the dock space surrounding it. Such boat slips and the dock space surrounding them, are illustrated on Exhibit "A", and numbered as Slips 1 through 16. The Declarant may make sixteen such spaces available, and when an Owner acquires a Unit, they may have the opportunity to also have one or more of these boat slips and the dock space surrounding it designated as a Limited Common Area which is appurtenant to their Unit. Provided, the Declarant may if it so elects, keep one or more of these sixteen spaces as Common Area, to be available to all the Owners. The Declarant shall designate on the deed of the Condominium Unit to the Owner, or by other appropriate conveyance, the boat slip or slips and

POINT OF BEGINNING. Containing 2.96 acres, more or less, being subject to all easements or right-of-ways as shown, existing or of record.

2. The Real Property was subjected to a Declaration of Condominium, per the Montana Unit Ownership Act, as set out in a document entitled Declaration of Condominium, Covenants, Conditions and Restrictions for River Landing Condominiums, which was recorded upon the records of the office of the Lake County Clerk & Recorder on the 16<sup>th</sup> day of November, 2006, under Microfilm No. 474656 and permanent file J-7865. (the " Declaration"). Said Declaration was amended in instrument entitled First Amendment To Declaration of Condominium, Covenants, Conditions and Restrictions for River Landing Condominiums, recorded on December 1, 2006, under Microfilm No. 475075, records of Lake County, Montana.
3. The Declaration provided that amendment thereto may occur as follows:

Amendments. This Declaration may be waived, abandoned, terminated, modified, altered, changed or amended only by written instrument executed by Sixty Seven Percent (67%) of the Owners, unless other higher percentages are required by law. Provided, however, the Declarant reserves the right to waive, abandon, terminate, modify, alter, change or amend this Declaration up until the Transition Date, or until such earlier time as the Declarant may opt out of this provision. All Owners and all mortgagees of a Condominium Unit, by acceptance of a deed, mortgage or trust indenture to any Condominium Unit, shall be deemed to consent to any such waiver, abandonment, termination, modification, alteration, change or amendment by the Declarant. In addition to the necessary consent of the Owners to any modifications to this Declaration as is described above, a change in any of the following must also be approved by requesting eligible mortgage holders who represent at least Fifty-One Percent (51%) of the votes of Condominium Units subject to mortgages held by eligible mortgage holders (all such eligible mortgage holders in the case of abandonment of the Declaration); (a) Voting rights; (b) Responsibility for maintenance and repairs; (c) Reallocation of interests in Common Areas or Limited Common Areas or rights to their use other than as set forth in this Declaration; (d) Redefinition of any boundaries for completed Condominium Units after conveyance by the Declarant; (e) Conversion of Condominium Units to Common Areas or vice versa, other than as provided in this Declaration; (f) Expansion or contraction of the project, or the addition or withdrawal of property to or from the project, other than as set forth in this Declaration; (g) Restrictions on leasing of Condominium Units; (h) Imposition of restrictions on an Owner's right to sell his or her Condominium Unit; (i) Restoration or repair of the project in a manner other than as provided in this Declaration; (j) Changes from self management to

surrounding dock space which shall be appurtenant to such Unit, if any. Thereafter such boat slips and surrounding dock area shall be appurtenant to the Unit and may be transferred with the Unit to the Owner's heirs, successors and assigns. A boat slip and surrounding dock space may not be transferred separately from the Condominium Unit to which it is made appurtenant, other than with the prior written approval of the Association and if it is released by the Owner of the Unit to which it was appurtenant to the Owner of another of the Condominium Units, and made appurtenant to that Unit. In such event, the Owners shall pay any and all costs or fees incurred by the Association in reviewing and documenting such transfer.

2. Section 15(f) of the Declaration is hereby amended to read as follows (amended language appears underlined):

Amendments. This Declaration may be waived, abandoned, terminated, modified, altered, changed or amended only by written instrument executed by Sixty Seven Percent (67%) of the Owners, unless other higher percentages are required by law. Provided, however, the Declarant reserves the right to waive, abandon, terminate, modify, alter, change or amend this Declaration up until the Transition Date, or until such earlier time as the Declarant may opt out of this provision. All Owners and all mortgagees of a Condominium Unit, by acceptance of a deed, mortgage or trust indenture to any Condominium Unit, shall be deemed to consent to any such waiver, abandonment, termination, modification, alteration, change or amendment by the Declarant. In addition to the necessary consent of the Owners to any modifications to this Declaration as is described above, a change in any of the following must also be approved by requesting eligible mortgage holders who represent at least Fifty-One Percent (51%) of the votes of Condominium Units subject to mortgages held by eligible mortgage holders (all such eligible mortgage holders in the case of abandonment of the Declaration); (a) Voting rights; (b) Responsibility for maintenance and repairs; (c) Reallocation of interests in Common Areas or Limited Common Areas or rights to their use other than as set forth in this Declaration; (d) Redefinition of any boundaries for completed Condominium Units after conveyance by the Declarant; (e) Conversion of Condominium Units to Common Areas or vice versa, other than as provided in this Declaration; (f) Expansion or contraction of the project, or the addition or withdrawal of property to or from the project, other than as set forth in this Declaration; (g) Restrictions on leasing of Condominium Units; (h) Imposition of restrictions on an Owner's right to sell his or her Condominium Unit; (i) Restoration or repair of the project in a manner other than as provided in this Declaration; (j) Changes from self management to

professional management, or vice versa; and (k) Amendment of the Bylaws. All amendments to this Declaration shall be recorded in the office of the Lake County Clerk and Recorder, Polson, Montana. The approval of eligible mortgage holders shall be implied if such mortgage holder does not respond to a written proposal to amend this Declaration or the Bylaws within 60 days after it receives proper notice of such proposal, provided such notice was delivered by certified mail or registered mail, return receipt requested.

3. Other than as set forth above, the Declaration shall remain in full force and effect as originally written.
4. Now therefore the Declarant hereby amends the Declaration, which Amendment shall be binding upon all present owners of the Real Property and the Condominium Units and upon all parties having or acquiring any right, title or interest in the Real Property, the Condominium Units or any part thereof, and shall inure to the benefit of and be binding upon each successor and interest to the owners thereof.

IN WITNESS WHEREOF, the undersigned, has set its hands and seal this 24<sup>th</sup> day of August, 2009.

Riverview Development Group, L.L.C.

By: D. R. D  
Dennis Duty, Managing Member

STATE OF MONTANA )  
:ss.  
County of Lake )

Acknowledged before me this 24 day of August, 2009 by Dennis Duty, as managing member of Riverview Development Group, L.L.C.



(NOTARIAL SEAL)

RENEE ZUBOWICZ  
NOTARY PUBLIC for the  
State of Montana  
Residing at Polson, Montana  
My Commission Expires  
10/19/2011

Renée Zubowicz  
Notary Public for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_