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SPOKLIE & HOOVER V
P.O. Box 997
Kalispell, Montana 59903



Debbie Pierson, Flathead County MT by HC

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**1ST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF GLACIER PINES SUBDIVISION**

CG-61929

THIS AMENDMENT is made this 15th day of June, 2015 by and among the undersigned property owners.

RECITALS

A. On the 2nd day of January, 2008 a Declaration of Covenants, Conditions and Restrictions for Glacier Pines was recorded under Document No. 20080000010, records of Flathead county, Montana, establishing certain restrictions on the use of Lots 1 through 9 of Glacier Pines subdivision situated in the SE¼ of Section 8, Township 31 North, Range 19 West, M.P.M., Flathead County, Montana.

B. The present owners of the lots subject to the covenants are:

<u>Owner</u>	<u>Lot</u>
Spoklie & Hoover V*	1, 7, 8, 9, 2 ^{FOM}
Richard Dow Butterfield and Katherine M. Butterfield	3, 6
Cynthia K. Masselink	5
Faith C. Marsman	4

* WATA Spoklie Hoover V FOM

C. The undersigned desire to make the first amendment to the Declaration which provides that an amendment may be made by recording an instrument in writing signed by owners of at least 67% of the lots then existing.

NOW THEREFORE the undersigned hereby amend the Covenants, Conditions and Restrictions as follows:

NOTWITHSTANDING ANY OTHER PROVISIONS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION TO THE CONTRARY THE FOLLOWING AMENDMENTS APPLY ONLY TO LOTS 7, 8, AND 9 ALLOWING



THE OWNERS THEREOF TO ENGAGE IN EXPANDED USES HEREAFTER SET FORTH.

1. **SECTION 1 OF ARTICLE IV ENTITLED Land Use:** is hereby amended by adding the following paragraph:

The owners of these lots are allowed to engage in commercial activity in the business of animal husbandry, equine boarding, equine quarantine, equine training and the maintaining of equines and to build barns, stables, paddocks, pastures and equine practice arenas designed for such purposes. The extends to the lot owner of the Lots having the ability to hire non-family member grooms, barn hands and other equine professionals to help conduct said business.

2. **SECTION 4 OF ARTICLE IV entitled Building Standards:** is hereby amended by adding the following paragraph.

Paragraph b. Equine professional and guest housing may be built within barn(s) and/or stable(s) allowing for equine professionals or family members to reside while employed to work on the Lot. such housing shall be limited to one (1) living quarters capable of housing a small family (2-3 persons) per each Lot; the amount of living quarters on a Lot may be aggregated such that if two or more adjoining Lots are owned by the same owner, then up to three (3) such living quarters may be aggregated on one of the Lots. Workers living quarters shall not effect, prevent or count against any other owner rights to build other guest housing or guest residences as allowed in these covenants.

3. **SECTION 6 OF ARTICLE IV entitled Signs and Lighting:** is hereby amended by adding the following paragraph:

The owner of a Lot that has a barn and/or stable may maintain an entryway sign displaying the barn's name along with its address and reasonable lighting to illuminate such sign; reasonable lighting shall be construed to mean residential lighting that would generally be found in a private community (commercial lighting such as internally lit signs, neon signs, large-watt spotlights or electronic display signage shall not be allowed). Furthermore reasonable pathway lighting may be utilized on roads and pathways leading off and into structures on the property. If any Lot(s) maintain multiple structures, reasonable foot path lighting may be utilized for visibility and safety purposes between the structures at night.



4. **SECTION 7 of ARTICLE IV entitled Pets and Livestock:** is hereby amended by adding the following paragraph:

Each Lot may contain up to Twenty (20) horses or equines so long as a Lot has built upon it a barn and/or stable together with a pasture designed to accommodate the amount of horses and/or equines present on the Lot. the density of equines on a lot may be aggregated such that if two lots are owned by the same owner then up to 40 horses may be aggregated on one Lot so long as the barn and/or stable facilities are in place to accommodate the equines.

5. **SECTION 9 OF ARTICLE IV entitled Lot Appearance and Garbage:** is hereby amended by adding the following paragraph:

A lot maintaining horses and or equines may build upon it an open structure designed to maintain and store manure, animal waste and/or other biodegradable waste produced during animal husbandry.

6. **SECTION 11 of ARTICLE IV entitled Nuisance:** is hereby amended by adding the following paragraph:



The noises, sights and smells reasonable associated with animal husbandry, equine boarding, equine quarantine, equine training and the maintaining of equines will be considered nuisances.



7. **SECTION 15 of ARTICLE IV entitled ~~Temporary Structure:~~** is hereby amended by adding the following paragraph:

Equine trailers are exempt from this paragraph and may be maintained on the property.

8. **SECTION 18 of ARTICLE IV entitled Set-Back Areas:** is hereby amended by adding the following paragraph:

If more than one Lot is owned by the same owner and the owned Los are adjacent and connected to one another, the owner of the Lots may choose to be exempt from the 30 feet set-back requirement in regards to the lot line connecting the adjacent Lots. by way of example, an owner owning two Lots may build a structure partially on one Lot and partially on the other Lot; however, the 30 foot set-back requirement still would be effective near non-owner owned lots and the outside perimeter of the owner's combined Lots



IN WITNESS WHEREOF, the undersigned have set their hands the day and year first above written.

SPOKLIE & HOOVER V

by: Robert L. Spoklie
Robert L. Spoklie

Thomas Hoover
Thomas Hoover

Richard Down Butterfield
Richard Down Butterfield

Katherine M. Butterfield
Katherine M. Butterfield

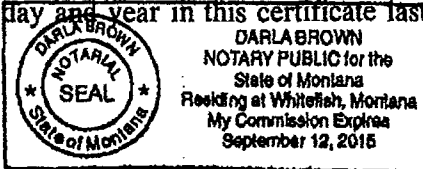
STATE OF MONTANA)

)ss.

County of Flathead

On this 8 of July of June, 2015, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Robert L. Spoklie and Thomas Hoover known to me to be the managing general partners of the partnership that executed the within instrument and acknowledged to me they executed the same on behalf of said partnership with proper authority and as the act of the partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate last above written.



[Signature]

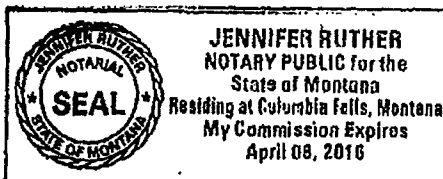
STATE OF MONTANA)

)ss.

County of Flathead

On this 1 of July of June, 2015, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Richard Down Butterfield and Katherine M. butterfield known to me to be the persons that executed the within instrument and acknowledged to me they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate last above written.



Jennifer Ruther