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SECOND AMENDMENT TO ELK MEADOWS RANCHETTES
DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS

This Amendment to the Elk Meadows Ranchettes Declaration of Restrictive Covenants is made and entered into this 6th day of APRIL, 1999, by and between the undersigned, being the owners of more than two-thirds (2/3rds) of the real property commonly known as Elk Meadows Ranchettes.

WITNESSETH:

WHEREAS, the undersigned are owners of parcels of real property located in Section 13, Township 15 North, Range 22 West, P.M.M., Missoula County, Montana, as set forth and described in Certificate of Survey No. 351 on file and of record in the Missoula County Clerk and Recorder's Office; and

WHEREAS, the undersigned desire to amend that certain Declaration of Restrictive Covenants dated June 4, 1974 and the Amendment to Restrictive Covenants and Conditions dated October 20, 1976, which Covenants and Amendments provide in Article XI thereof that they may be amended by an instrument signed by the owners of two-thirds (2/3rds) of the tracts which have been recorded.

NOW, THEREFORE, the undersigned, being the owners of more than two-thirds (2/3rds) of the tracts hereinabove described, do hereby amend the Declaration of Restrictive Covenants and Amendment to Restrictive Covenants by deleting Article VII, Section 1, entitled "Creation of Personal Obligation," and replacing it with the following:

ARTICLE VII

Section 1. Creation of Lien and Personal Obligation for Assessments. Each owner of any tract, by acceptance of a deed to any tract, regardless of whether it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to be a member of the Elk Meadows Ranchettes Homeowners Association, to be bound by its Bylaws, and to pay to the association the annual assessments, special assessments, and road maintenance charges required hereunder. The annual assessments, special assessments, and road maintenance charges, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. These assessments shall also be the personal obligation of the person or entity owning the property at the time when the assessment fell due.

Except as provided herein, the original Declaration of

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Restrictive Covenants and the Amendment to Elk Meadows Ranchettes Declaration of Restrictive Covenants and Conditions shall remain unchanged and in full force and effect.

This Second Amendment to Elk Meadow Ranchettes Declaration of Restrictive Covenants and Conditions shall run with the land and shall be binding upon and inure to the benefit of all parties having or acquiring any right, title, or interest in the described property, or any part thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals. No signature shall be valid unless signed and notarized on or before April 15, 1999

OWNER:	TRACT:
<u>David R. Becky J. Lande</u>	<u>28B</u>
<u>David R. Lande</u>	_____
<u>Becky Lande</u>	_____
_____	_____
_____	_____

STATE OF Montana)
 County of Missoula) ss.

On this 3rd day of April 1999, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Becky J. Lande / David R. Lande known to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he/she they executed the same.

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



Logan J. Herbst
 Notary Public for the State of Montana
 Residing at: Huson
 My Commission Expires: Oct. 30, 1999

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Restrictive Covenants and the Amendment to Elk Meadows Ranchettes Declaration of Restrictive Covenants and Conditions shall remain unchanged and in full force and effect.

This Second Amendment to Elk Meadow Ranchettes Declaration of Restrictive Covenants and Conditions shall run with the land and shall be binding upon and inure to the benefit of all parties having or acquiring any right, title, or interest in the described property, or any part thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals. No signature shall be valid unless signed and notarized on or before April 15, 1999

OWNER:

TRACT:

Dana M. Sanchez

44

'99 JUN 18 12:11

STATE OF Indiana)
County of Porter) ss.

On this 15 day of April 1999, before me, the undersigned, a Notary Public for the State of Indiana, personally appeared Dana Michelle Sanchez known to me to be the person(s) whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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

199914802

[Signature]
Notary Public for the State of Indiana
Residing at: 109 Broadway Chesterton IN
My Commission Expires: 11-15-2006

I RECEIVED AND FILED THIS INSTRUMENT FOR RECORD ON THE 1 DAY OF June 99 AT 1211 O'CLOCK P M AND IT IS RECORDED IN VOL 584 OF MICRO RECORDS BY THE COUNTY OF MISSOULA, STATE OF MONTANA, ON PAGE 883 FEE 276 PAID CR
RETURN TO Frenchtown BY Stacy WITNESS MY HAND, VICKIE M. ZELIK, COUNTY RECORDER DEPUTY DOC DM
ADDRESS PO Box 109 Frenchtown, MT 59834