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0505179 thru 0505199, 0505201 thru 0505212 ★★

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CR-14-056

Return To: Fritz Royer  
110 Splendid View Dr  
Kalispell MT 59901

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
FOX HILL ESTATES, PHASE 1, PHASE 2, AND PHASE 4**

This **AMENDMENT** is made this 4<sup>th</sup> day of September, 2014, by TML  
Construction, LLC of 491 Creston Road, Kalispell, MT 59901, hereinafter called "Declarants",

**WITNESSETH:**

**WHEREAS:** an original Declaration of Covenants, Conditions and Restrictions of Fox Hill  
Estates, Phase 1, dated November 1<sup>st</sup>, 2004, concerning real property owned by Declarants and  
situated in Flathead County, Montana, was recorded with the Clerk and Recorder of Flathead County,  
Montana, on November 17, 2004, under Document No. 200432211520, records of Flathead County,  
Montana; and

**WHEREAS,** multiple Amendments to said Declarations have been made and filed of record,  
in the records of Flathead County, Montana, which Amendments added additional property to said  
Declarations, said property being identified as Fox Hill Estates, Phase 2, and Fox Hill Estates, Phase  
4, and modified the original Declarations and Amendments thereto; and

**WHEREAS,** the Declaration of Covenants, Conditions and Restrictions of Fox Hill Estates,  
Phase 1, Phase 2 and Phase 4, allows the Declarants to amend the contents of said Declarations, and  
to include additional property subject to said Declarations, until such time as 90% of the lots are sold,  
or until the Declarants give written notice that they do not intend to add more properties to said  
Declarations; and

**WHEREAS,** neither of said events have occurred as of the date hereof, therefore the  
Declarants have the ability and right to amend any and all of said Declarations.

**NOW THEREFORE,** the Declarants do hereby declare that said Declaration of Covenants,  
Conditions and Restrictions of Fox Hill Estates, Phase 1, Phase 2 and Phase 4, and the Amendments  
thereto are hereby amended by the Amendments set forth herein contained in



Exhibit A, attached hereto and by this reference made a part hereof, and said covenants, conditions and restrictions applicable to the properties identified herein shall be binding and effective upon all of said properties.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 4<sup>th</sup> day of Sept., 2014.

TML Construction, LLC

By Terry J Leighty member  
Terry J Leighty, Member

By Mark D Leighty member  
Mark D. Leighty, Member

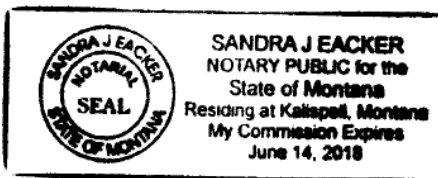
STATE OF MONTANA )

: ss.

County of Flathead )

On this 4<sup>th</sup> day of Sept, 2014, before me, the undersigned, a Notary Public for the state aforesaid, personally appeared Terry J Leighty and Mark D Leighty, known to me to be the members of TML Construction, LLC, and the persons who executed the foregoing instrument on behalf of such limited liability company, and acknowledged to me that said limited liability company 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.



Sandra J. Eacker  
(Print name) Sandra J. Eacker

Notary Public for the State of Montana

Residing at: Kalispell, MT

My commission expires: June 14, 2018



*Exhibit A*

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOX HILL ESTATES, PHASE 1, PHASE 2, AND PHASE 4.**

**THIS DECLARATION** is made this 4<sup>th</sup> day of September, 2014 by TML Construction, LLC of 491 Creston Road, Kalispell, MT 59901, hereinafter called "Declarants.

**WITNESSETH:**

**WHEREAS**, the Amendment filed the 23<sup>rd</sup> day of July, 2008, under recorder number 200800020907 added Fox Hills Estates Phase 4, Lots 1-32, to the Covenants, Conditions and Restriction of Fox Hill Estates and Amendments thereto previously filed of record and specifically excluded lot 31 and Lot 32 from some parts of said Declarations and Amendments;

**NOW THEREFORE**, the Declarants do hereby declare that this Amendment shall further modify and amend that Amendment in the manner of the items set forth herein and that said Amendment shall apply to all of the property listed in said amendment and that all of said real property is and shall be, held, transferred, sold and conveyed subject the conditions, restrictions, covenants and reservations hereinafter set forth; that all persons or corporations, or other legal entities, who now or shall hereafter acquire any interest in and to the described property shall be held to agree and covenant with the owners of all other properties described herein, or any portion thereof, and with their heirs, successors and assigns, to conform to and to observe the following Amendments.

**ARTICLE I**

Due to the size of the lots 31 and 32, **Article IV**, of said prior Amendment was deemed to not apply to Lots 31 and 32.

**ARTICLE II**

Lots 31 and 32 may be subdivided in such a manner as to create 4 lots in total.



### **ARTICLE III**

**ARTICLE VI, ARCHITECTURAL REVIEW**, shall not apply to Lots 31 and 32 nor to any lots created by any subdivision of said lots. However, any buildings constructed on said property shall conform with the architectural specifications set forth in Article III and said property shall be subject to the condition that any improvements located on said property shall be constructed of high quality materials, shall be of quality design and be constructed so as not to detract from the nature of the other improvements located on the other properties subject to these covenants.

### **ARTICLE IV**

**ARTICLE VII, WATER SYSTEM**, this section, dealing with the community water system designed for Phase 4 shall not apply to lots 31 and 32. Lots 31 and 32 shall be allowed to drill individual wells on said property and shall be responsible for furnishing water to said lots at the lot owners expense.

### **ARTICLE V**

**ARTICLE VIII, SEPTIC SYSTEM**, shall not apply to Lots 31 and 32 as they are of sufficient size to install individual septic systems on said property. Said lots shall be responsible for the installation and maintenance of their own septic systems.

### **ARTICLE VI**

**ARTICLE IX, HOMEOWNERS ASSOCIATION**, shall not apply to Lots 31 and 32 except to the extent that Lots 31 and 32 shall be responsible for their proportionate share of the road maintenance costs associated with the portion of the roads in said properties that relate to the portion of said roads used by said lots 31 and 32 to access their property.

### **ARTICLE VII**

**ARTICLES X, XI, AND XII**, shall apply to Lots 31 and 32 as set forth.



TML, Construction, LLC, by

Terry J. Leighty member

Terry J. Leighty, Member

Mark D. Leighty member  
Mark D. Leighty, Member

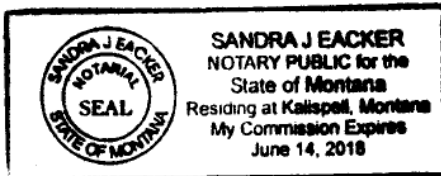
STATE OF MONTANA )

: ss.

County of Flathead )

On this 4<sup>th</sup> day of Sept 2014, before me, the undersigned, a Notary Public for the state aforesaid, personally appeared Terry J Leighty and Mark D Leighty, known to me to be the members of TML Construction, LLC, and the persons who executed the foregoing instrument on behalf of such limited liability company, and acknowledged to me that said limited liability company 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.



Sandra J. Eacker  
(Print name) Sandra J. Eacker  
Notary Public for the State of Montana  
Residing at: Kalispell, MT  
My commission expires: June 14, 2018