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PAULA ROBINSON FLATHEAD COUNTY MONTANA

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(1) **1<sup>ST</sup> AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR EMPIRE ESTATES**  
CRCT-87719

This Amendment (the "Amendment") to the Declaration of Covenants, Conditions, Restrictions and Easements for Empire Estates (the "Covenants") is made this 29 day of September 2005, by Wayne E. Turner, (hereinafter the "Declarant"),

WITNESSETH:

WHEREAS, Covenants for the subdivision known as Empire Estates were recorded on June 9, 2004, Instrument No. 2004-161-12170 of Flathead County Official Records; and

WHEREAS, Section 15.2.2 of said Covenants provide for amendment during the Period of Declarant Control if fewer than 80% of the Owners object to the action; and

WHEREAS, the Declarant desires to amend said Covenants.

NOW THEREFORE, pursuant to the powers reserved by the Declarant in the Covenants:

1. Certification. The Declarant hereby certifies that the notice prescribed by Section 15.2.2 of the Covenants was provided to the Owners and that less than eighty percent (80%) of the owners objected to the proposed modification of the Declaration within thirty (30) days of mailing of the notice.

2. Modification I. Section 7.3 of the Covenants are hereby modified to read:

Section 7.3. Height, Size, etc. Upon obtaining the approval of the Architectural Review Committee, one single-family residence or duplex may be built on each Lot. No structure shall be erected, altered, placed, or permitted on any such Lot other than a single-family dwelling or duplex not to exceed two-stories and thirty five (35) feet in height, including a private garage, or outbuilding. For the purposes of these restrictions, "two-stories" shall mean two-stories above grade on at least one overall dimension of the structure, except "split-level" structures will be permitted. All single-story single-family dwellings shall contain at least 1,100 square feet on the main floor, exclusive of porches, patios, and garages. All two-story or split-level dwellings shall contain at least 900 square feet on the ground or main floor and 300 square feet on the second or upper floor, exclusive of porches, patios, and garages. All single story multi-family or duplex dwellings shall contain at least 900 square feet on the main floor, exclusive of porches, patios, and garages. All two story or split-level multi-family or duplex structures shall contain 600 square feet on the ground or main floor and 300 square feet on the second or upper floor. **All single family residences shall, at a minimum, have two car garage measuring at least five hundred seventy six (576) feet and all duplexes shall, at a minimum, have a one car garage measuring at least three hundred eighty four (384) square feet per unit.** All structures must provide adequate parking to meet City of Kalispell requirements. Upon obtaining the approval of the Architectural Review Committee, outbuildings may be built on the Lots on the condition that they conform in appearance with the single-family residence or duplex.

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3. Modification 2. Section 7.7 of the Covenants are hereby modified to read:

Section 7.7. *Completed Construction.* No basement or structure on any Lot may be used for dwelling purposes until after its area, as defined by the foundation, has been completely enclosed according to the plans and until it has been substantially completed, with sanitary facilities and utilities permanently installed. No tent, shack, or other outbuilding may be used as a residence, temporarily or permanently. **All construction must be completed within twelve months from the commencement of construction. All landscaping must be completed within the same calendar year as completion of construction, unless construction is not completed before September 1<sup>st</sup>. In this case landscaping must be completed by July 1<sup>st</sup> of the following year.**

4. Modification 3. Section 7.25 is hereby added and shall read:

Section 7.25 *Utility Services.* **Within two (2) years of the completion of construction all residences must initiate both land line telephone service and natural gas service.**

5. Modification 4. Section 4.6 is hereby added and shall read:

Section 4.6 *Owner's and Association's Addresses for Notices.* **All Owners of each of each Lot will have one and the same registered mailing address and telephone number to be used by the Empire Estates Homeowners' Association or other Owners for notices, demands and all other communication for Empire Estates Homeowners' Association Matters. The Owner or Owners of a Lot will furnish the registered address and telephone number to the Empire Estates Homeowners' Association within five days of receiving title the Lot. The registration will be in written form and signed by all of the Owners of the Lot or by such persons as are authorized by law to represent the interests of all Owners of the Lot.**

**If no address or telephone number is registered or if all of the Owners cannot agree, then the address of the Lot will be deemed the registered address until another address is furnished as required under this Section.**

**If the address of the lot is the registered address of the Owners, then any notice will be deemed duly if delivered to any person occupying the Lot, conspicuously posted on the Lot, or sent to the Lot by any other means specified in any of the Empire Estates Documents. If the Lot is unoccupied the notice will be held and available at the Empire Estates Homeowners' Association. All notices and demands intended to be served upon the Empire Estates Homeowners' Association will be sent to the address of the Empire Estates Homeowners' Association or such other address as the Board may designate from time to time by a notice delivered to all Owners in accordance with the Empire Estates Documents.**

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All notices given under this Declaration will be sent by personal delivery, which will be effective upon receipt; by overnight courier service, which will be effective on business day following timely deposit with a courier service; or by regular, registered or certified mail, postage prepaid, which will be effective three days after deposit in the U.S. mail.

IN WITNESS WHEREOF, the Declarant has set his hand and sealed the day and year first above written.

SIGNED, SEALED AND ACKNOWLEDGED

*Wayne E. Turner* by *Hubert J. Turner*  
Wayne E. Turner (Declarant) *Attorney in Fact*

9/29/05  
Date

STATE OF MONTANA )  
 ) :ss  
County of Flathead )

This instrument was acknowledged before me on this 29 day of SEPT,  
2005, by ~~Wayne E. Turner~~ *Hubert J. Turner, as attorney*  
*in fact for Wayne E. Turner*



RAIME MOORE  
NOTARY PUBLIC-MONTANA  
Residing at Kalispell, Montana  
My Comm. Expires Mar 23, 2007

*Raime Moore*  
Notary Public for the State of Montana  
Residing at *Kalispell*  
My commission expires *3-23-2005*

STATE OF MONTANA )  
 ) ss.  
County of Flathead )