

**AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
GLACIER VILLAGE GREENS
SUBDIVISION PHASE II**

91262 10270 Recorded 9-19-91

This Amendment to the Declaration of Covenants, Conditions and Restrictions of Glacier Village Greens Phase II is hereby fully adopted by a vote of more than seventy-five (75) percent of all of the owners of the lots within said Subdivision Phase II of Glacier Village Greens.

The Amendment to said Covenants applicable to Phase II is the deletion in its entirety of that paragraph entitled "Adult Occupancy Only" which is found under Article 5, Usage Restrictions.

All other provisions of said Covenants are hereby ratified and approved.

We, the undersigned, being the lot owners of more than seventy-five (75) percent of all of the lots in Glacier Village Greens Subdivision Phase II hereby vote in favor of said Amended Declaration by affixing our signatures hereto.

Dated this 31st day of July, 1995.

LOT OWNERS OF SUBDIVISION PHASE II
OF GLACIER VILLAGE GREENS:

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
GLACIER VILLAGE GREENS
AND
GLACIER VILLAGE GREENS HOMEOWNERS ASSOCIATION, INC.

This declaration is made as of this 1st day of _____, 1991, by the undersigned, being the Owners of the real property encompassed by the plat of Glacier Village Greens Subdivision, Phase II.

WITNESSETH:

WHEREAS, Glacier Village Greens, Inc., is the developer of the tract of real property known as Glacier Village Greens, Subdivision Phase II, a plat or map thereof which is or shall be on file and of record in the office of the County Clerk and Recorder, Flathead County, Montana; and

WHEREAS, Developer is desirous of subjecting said real property to the covenants, conditions and restrictions hereinafter set forth, each of which is and are for the benefit of said property and for each owner thereof, and which shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof;

NOW, THEREFORE, Developer and the undersigned Lot Owners hereby declare that the real property described in Article I is and shall be held, transferred, sold and conveyed subject to the covenants, conditions and restrictions hereinafter set forth:

**ARTICLE I - PROPERTY SUBJECTED TO THIS DECLARATION
AND DEFINITIONS**

PROPERTY: The real property which is and shall be held, transferred, sold, and conveyed subject to the covenants, conditions and restrictions hereinafter set forth is more particularly described as follows:

Glacier Village Greens, Subdivision Phase II, according to the plat or map thereof which is or shall be on file and of record in the office of the County Clerk and Recorder, Flathead County, Montana.

DEFINITIONS:

"Association" shall mean the Glacier Village Greens Homeowners Association, Inc., its successors and assigns.

"Lot Owner" shall mean the record owner of a fee simple title to any lot which is a part of the properties and shall include contract purchasers.

"Property" shall mean the real property described in Article I.

"Common Area" shall mean all real property maintained by the Association for the common use and enjoyment of others, including but not limited to parks,

well as being a personal obligation of the lot owner.

ARTICLE IV - ARCHITECTURAL CONTROL

ARCHITECTURAL APPROVAL. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall an exterior addition, change or alteration therein be made until the plans and specifications showing the nature, kind, color, design, shape, size, height, materials, site location and other material attributes of the same shall have been submitted to and approved in writing by the Architectural Committee established pursuant to the provisions of paragraph 2 of this Article. All construction approved by the Committee shall be completed within one year of the issuance of a building permit. If a detached garage is to be built, it should be constructed at the same time as the residence, or, if approved later, shall be completed within one year of the issuance of the building permit.

ARCHITECTURAL COMMITTEE. An Architectural Committee, consisting of not less than three (3) members shall be appointed, with one member being appointed by the Association and two members being appointed by the Developer until such time as the entire Glacier Village Greens Project, consisting of approximately 500 homesites, shall be 75% completed. From and after such event, the Architectural committee shall be composed of the Board of Directors of the Association or by three (3) or more representatives appointed by the Board, who need not be members of the Association. In the event of the death or resignation of any member of the Committee appointed by Developer prior to the time when the Board of Directors of the Association is vested with authority, Developer shall have the right to appoint such member's successor. Approval by the Architectural Committee is required in addition to, and not instead of, building permit requirements.

ARCHITECTURAL GUIDELINES. Actions of the Architectural Committee shall be consistent with the following:

CONSTRUCTION STANDARDS: Custom built homes and modular homes will be encouraged. Minimum internal square footage shall be 1,100 sq. ft. Modular homes (homes manufactured off site) may be permitted, but in no event shall a modular home be approved which is not set on a permanent perimeter foundation of cement block or better and meeting FHA standards. An entrance door must be visible from the street. Any garage, whether attached or detached, shall have dimensions of not less than 21' X 21' and not more than 24' X 24'. Window air coolers are prohibited unless approved by the Association. Roofs must be non-metallic and of an earth color. Wood burning stoves and fireplaces will not be approved.

Roadways shall be built and paved to Flathead County standards. Signs identifying roadways shall be placed and maintained in accordance with standards established by Evergreen Fire Dept. Each cul-de-sac shall be marked with "no Parking" signs. All houses shall be numbered, with numbers clearly visible from the roadway.

EXCAVATIONS: All dirt and material removed in excavating for construction will be required to remain on the Glacier Village Greens property and deposited in designated locations.

ROOF HEIGHT AND PITCH: Pitch shall be a minimum of 3-12 and maximum of 4-12 and the roof shall not exceed in height that of a 28' wide structure with a 4-12 pitch roof which has its highest point at the center.

YARD SETBACKS: The housing unit will be located on the lot in accordance with the plan approved by the Architectural Committee. Minimum setbacks shall be twenty feet at front and rear and five feet on each side. All setbacks shall comply with any zoning requirements.

HITCHES AND TONGUES: All hitches and tongues will be removed completely from all homes in the development. New homes should be ordered with removable tongues and hitches.

walkways intended only for pedestrian walkways.

DRILLING AND MINING. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels or mineral excavation or shafts be permitted upon the surface of the properties. No derrick or other structure designed for use in boring for water, oil, or natural gas shall be erected, maintained or permitted upon the properties.

HOME MAINTENANCE. The exterior of the home and the yard must be kept clean and in good, safe, neat appearing condition. All electrical, water, sewer, and gas connections must be kept in a good, safe and leakproof condition at all times, and in compliance with all state and municipal laws. Report any park facility out of order to the Association. Any proposed additions to the home or yard (screen rooms, greenhouses, planters, pools, hot tubs, cabanas, porches, lattices, arbors, trellises or gazebos) must be submitted to the Association for approval, and once approved, submitted to the proper building department for permit. If a Lot Owner fails to provide proper maintenance, the Association may, upon 30 days advance written notice, have the work performed and recover the cost thereof from the Lot Owner.

NEATNESS. No towels, wearing apparel, or laundry of any description may be hung outside the home at any time. Unsightly vehicles shall not be permitted to park on the open parking space. No repairing or any servicing whatsoever of cars will be permitted in driveways, garage, open parking space or streets. Any car dripping gasoline or oil must be fixed in three days to avoid damage to the paving. No permanent parking of travel trailers, detached campers, boats, motor homes, or pickups with camper tops exceeding the height and width of the pickup is allowed in driveways or open parking space.

Storage in yard areas is not allowed. No appliances are allowed outside the home. Patio furniture and barbecue equipment are the only items permitted outside the home except such other items as may be authorized by the Association. No antennas, towers, poles or any structure to be used for the purpose of receiving radio, television or related signals shall be installed, affixed, mounted, or constructed on any lot so as to be visible to the public view except as authorized by the Architectural Committee.

PETS: Pets may not exceed two in number and are to be accepted at the sole discretion and judgment of the Association and must be leashed at all times. No acquisition or replacement of pets will be allowed without prior written approval of the Association. All pets must be registered with the Association and the Pet Agreement executed. Pets must be kept on the owner's space and never allowed on the streets, in the utility buildings, recreation hall or grounds. Pets shall not be walked in any part of any park or recreation area, except in designated areas. Cat, bird or dog litter shall not be disposed of in the sewage system. Noisy or unruly pets or those that cause complaints will not be allowed to remain. Please inform visitors not to bring pets.

VEHICLES: Speed limit for all vehicles is fifteen (15) miles per hour. No parking on streets or vacant lots. No motorcycles will be allowed in the development by either guests or owners unless specifically approved by the Association. Parking is also specifically prohibited in cul-de-sacs.

GARBAGE: Only containers as approved by the Association may be used for trash and garbage. Owners must place the containers on curb for designated pickup service. All containers must be stored inside garage. Each lot owner and resident shall be responsible for contracting disposal of solid waste to the Flathead County Landfill or other approved site.

FENCES: No fences shall be constructed except with prior approval of the Association. Prior to construction and digging of any post holes, the exact location of fencing must be physically inspected and approved by the Association to avoid damaging underground utilities. All fencing

seventy-five percent (75%) of the lots and approved by the Board of Commissioners, Flathead County, Montana.

ENFORCEMENT: The Association, the Architectural Control Committee, any owner or group of owners, Flathead County, or any combination thereof shall have the right to enforce by any proceeding at law or in equity, all covenants, conditions and restrictions now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Architectural Control Committee, any owner or Flathead County to enforce any covenant or restriction herein contained shall in no event be a waiver of the right to do so thereafter. Attorney fees and costs shall be awarded to the prevailing party in any action to enforce these covenants.

SEVERABILITY: Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the remaining provisions, which shall remain in full force and effect.

ANNEXATION: As additional Phases of Glacier Village Greens are platted, such platted property may be made subject to this Declaration. Property not part of Glacier Village Greens Subdivision may be added upon approval of the owners of fifty percent (50%) of the lots then subject to this Declaration. Declarant has executed a waiver of the right to protest annexation to the City of Kalispell and this subdivision is subject to annexation by said city.

COUNTERPART SIGNATURES: It is contemplated that the persons signatory hereto will execute counterparts of this document which may be assembled into a single set of signatures.

IN WITNESS WHEREOF, the parties to this Declaration have hereunto executed this Amended Declaration as of the day and year first above written.

GLACIER VILLAGE GREENS, INC.

George Schulze
President

ATTEST:

Secretary

STATE OF MONTANA)

ss:

County of Flathead)

On this 12 day of July, 1991, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared George Schulze known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that 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.

Bonnie Mahugh
Notary Public for the State of Montana

Residing at Kalispell, Montana

My Commission expires July 30, 1992

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR GLACIER VILLAGE GREENS PHASE II**

**AN AMENDMENT TO DEFINE AND PROHIBIT VACATION RENTALS BY
OWNER (SHORT TERM RENTALS) IN PHASE II**

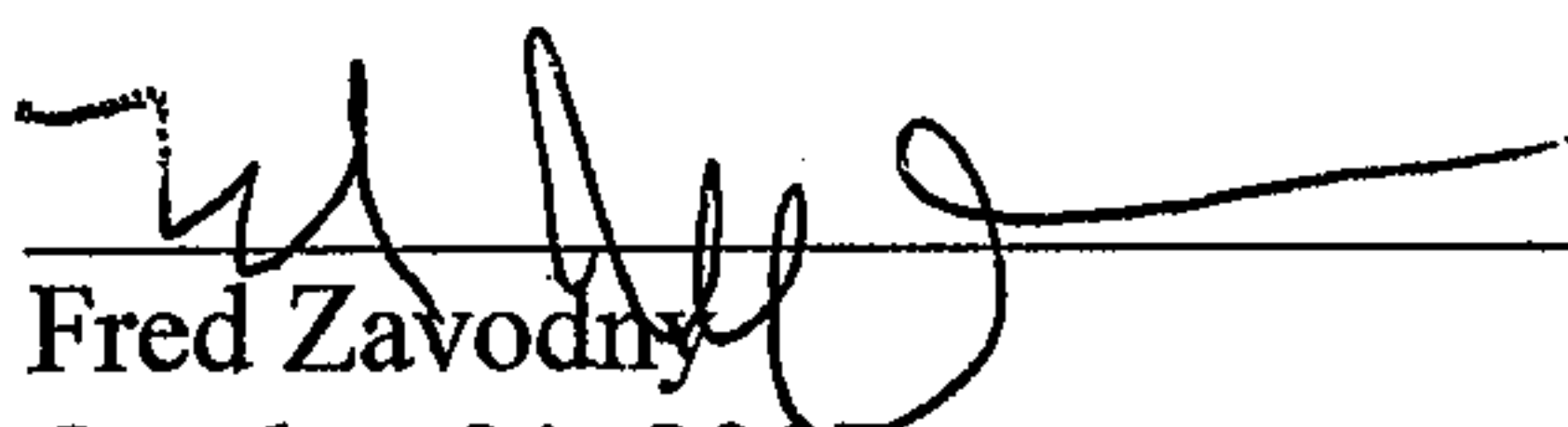
The Declaration of Covenants, Conditions and Restrictions for Glacier Village Greens Phase II (hereinafter Covenants) permits Amendments to the Covenants provided at least 75% of the lot owners sign the Amendment Document.

There are 22 platted lots in Phase II. The owners of 17 lots (77.27%) signed the Amendment Document. The owners of all 22 lots were either contacted personally, by phone, by mail, or a combination thereof by me.

The format of the Phase II Amendment Document is the same as attorney Bill Astle prepared for the Covenant Amendment for Phase IV in 2012. This Phase IV Amendment Document is recorded with the Flathead County Clerk and Recorder under Document 201200022081.

A standard review of the Phase II Amendment Document on the morning of October 31, 2017 by Lucie Foster, an employee of Flathead County, representing the Flathead County Plat Room/Clerk & Records Office concluded the Developers Park Area as shown on the plat of Glacier Village Greens Phase II must be included in the Amendment Document as it is a taxable entity, effectively increasing the number of lots to 23. Without the signature of the owner of the Developers Park Area represented on the Amendment Document a total of 73.91% of the owners signed the Amendment Document. The Developers Park Area was subsequently developed as a Golf Course in accordance with the development restrictions on the Plat of Phase II. Mark Owens, the managing partner of the Village Greens Golf Course (Go Development LLC) signed the Amendment Document on the afternoon of October 31, 2017 bringing the total favorable percentage to 78.26%. This satisfies the requirements of both the Phase II Covenants and Flathead County to legally amend the Covenants to define and prohibit Vacation Rentals By Owner (Short Term Rentals) in Glacier Village Greens Phase II. The Amendment to the Declaration of Covenants, Conditions and Restrictions for Glacier Village Greens Phase II to define and prohibit Vacation Rentals By Owner (Short Term Rentals) was filed with the Flathead County Clerk and Recorder on October 31, 2017 at 3:28 PM.

Prepared by:


Fred Zavodny
October 31, 2017



Return To:
Fred Zavodny
46 E. Nicklaus Ave.
Kalispell, MT 59901

**AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GLACIER VILLAGE GREENS SUBDIVISION PHASE II**

WHEREAS, on the 19th day of September, 1991, a Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "Covenants") was recorded as Document No. 9126210270, records of Flathead County, Montana, establishing certain restrictions for the benefit of each owner thereof of lots/property in Glacier Village Greens Subdivision Phase II.

WHEREAS, Article VII, entitled GENERAL, under the Section entitled TERM reads: "This Declaration may be amended at any time by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots..."

WHEREAS, the undersigned are the owners of at least seventy-five percent (75%) of the lots of Glacier Village Greens Subdivision Phase II; and,

WHEREAS, the undersigned lot owners desire to amend the Covenants pursuant to the authority under Article VII.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions of Glacier Village Greens Subdivision Phase II are amended as follows:

Under Article I, entitled PROPERTY SUBJECTED TO THIS DECLARATION AND DEFINITIONS, add to the Section entitled DEFINITIONS the following: "VACATION RENTALS BY OWNER" also known as "SHORT TERM RENTALS" shall mean the renting of a residential dwelling unit for a period shorter than thirty (30) days.

Under Article V, USAGE RESTRICTIONS add the following: VACATION RENTALS BY OWNER. Vacation Rentals By Owner as defined under amended Article I, DEFINITIONS, are a prohibited use within Glacier Village Greens Subdivision Phase II.

Each and every other provision of the Covenants as recorded among the land records of Flathead County, Montana, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owners of at least seventy-five percent (75%) of the lots/property, the subject of the Covenants described herein, have executed this AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of Glacier Village Greens Subdivision Phase II.

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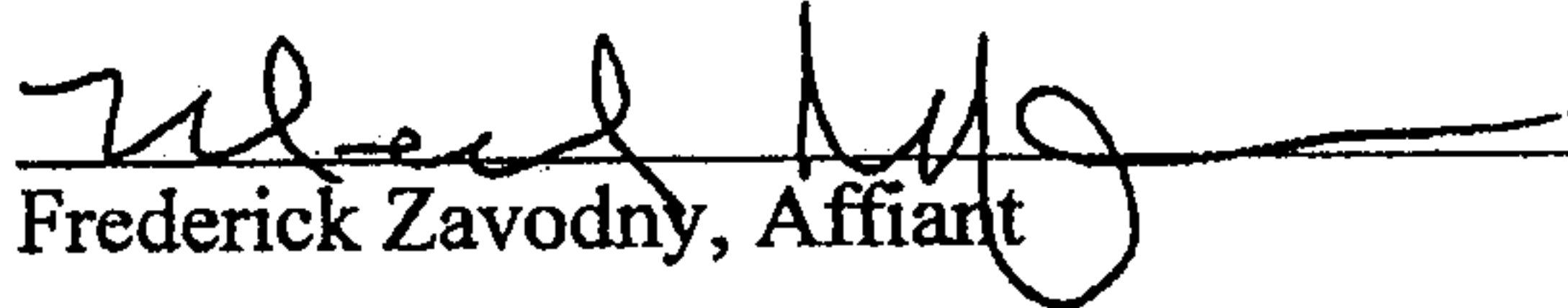
GENERAL AFFIDAVIT

STATE OF MONTANA)
: SS.
County of Flathead)

Personally came and appeared, Frederick Zavodny, who is a resident of Flathead County, State of Montana, and makes this statement and General Affidavit upon oath and affirmation of belief and personal knowledge that the following matters, facts and things set forth are true and correct to the best of his knowledge:

I, Frederick Zavodny, own and reside at 46 E. Nicklaus Avenue in Glacier Village Greens, Phase II. I have reviewed the attached Amendment, have compared it to the lot ownership records of Glacier Village Greens, Phase II, according to the Flathead County, Montana, land records, and hereby certify that said Amendment contains the signatures of owners of at least seventy-five percent of the lots of Glacier Village Greens, Phase II, and that I have personally witnessed the signatures of said lot owners.

DATED this 31 day of OCTOBER, 2017



Frederick Zavodny, Affiant

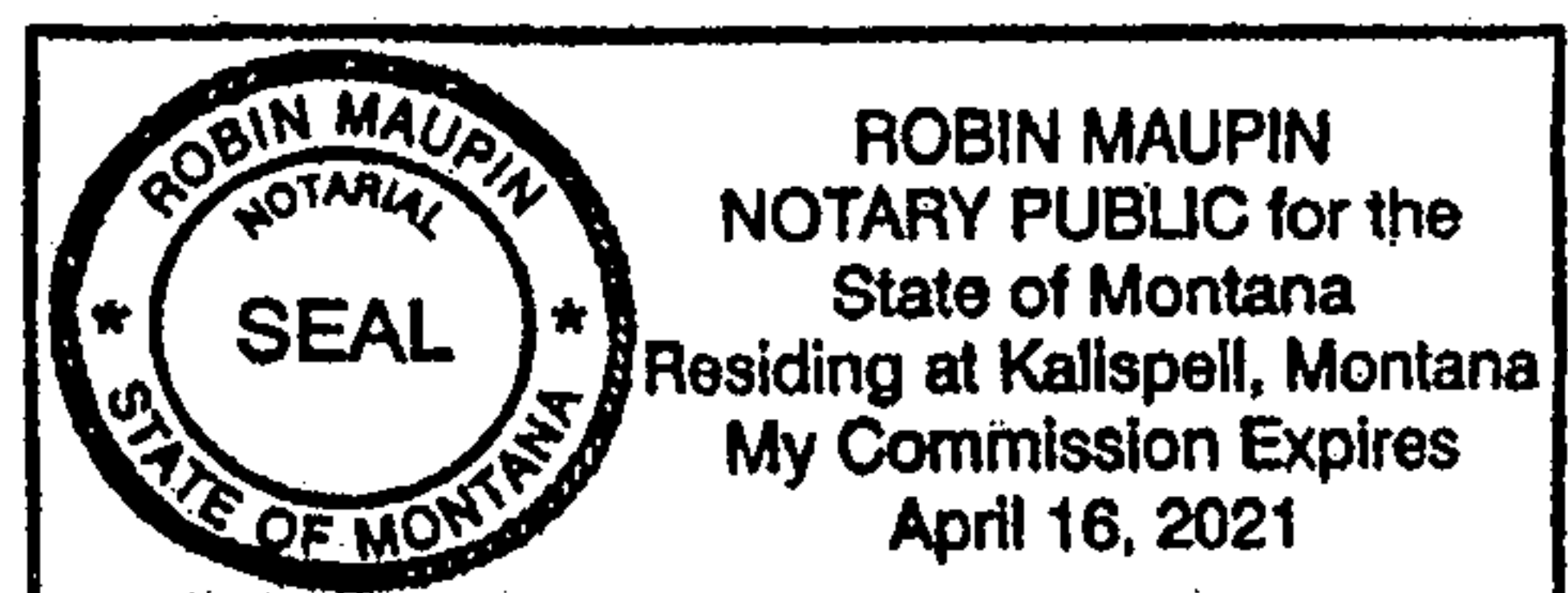
CERTIFICATE OF NOTARY

STATE OF MONTANA)
: SS
County of Flathead)

On this 31 day of October, 2017, before me, a Notary Public for the State of Montana, personally appeared Frederick Zavodny, known to me to be the person whose name is subscribed to this instrument, and acknowledge as having witnessed his signature.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Seal, the day and year written above.


Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission expires April 16, 2021





GLACIER VILLAGE GREENS - PHASE II

The undersigned, being a lot owner of Glacier Village Greens, Phase II, hereby vote in favor of Amending the Declaration of Covenants to define and prohibit Short Term Rentals.

<u>LOT</u>	<u>ADDRESS</u>	<u>DATE</u>	<u>SIGNATURE</u>	<u>TYPED NAME</u>
<u>20</u>	<u>28 E. Nicklaus Ave.</u>	<u>10/14/17</u>	<u>James G. Wood</u>	<u>James G. Wood</u>
<u>23</u>	<u>34 E. Nicklaus Ave.</u>	<u>9/27/17</u>	<u>Gary Parker</u>	<u>Gary Parker</u> ✓
<u>23</u>	<u>34 E. Nicklaus Ave.</u>	<u>9/27/17</u>	<u>Marilyn Parker</u>	<u>Marilyn Parker</u>
<u>24</u>	<u>36 E. Nicklaus Ave.</u>			<u>Nuala Udhe</u>
<u>25</u>	<u>38 E. Nicklaus Ave.</u>	<u>10/14/17</u>	<u>Dale F. Zorn</u>	<u>Dale F. Zorn</u> ✓
<u>26</u>	<u>40 E. Nicklaus Ave.</u>	<u>9-24-17</u>	<u>Ralph V Naumann</u>	<u>Ralph Naumann</u> ✓
<u>26</u>	<u>40 E. Nicklaus Ave.</u>	<u>9-24-17</u>	<u>Rena Naumann</u>	<u>Rena Naumann</u>
<u>27</u>	<u>42 E. Nicklaus Ave.</u>	<u>9/24/17</u>	<u>Donald Timm</u>	<u>Donald Timm</u>
<u>27</u>	<u>42 E. Nicklaus Ave.</u>	<u>9/24/17</u>	<u>Donnell Timm</u>	<u>Donnell Timm</u>
<u>28</u>	<u>44 E. Nicklaus Ave.</u>	<u>9-24-17</u>	<u>Douglas Flanagan</u>	<u>Douglas Flanagan</u> ✓
<u>31</u>	<u>47 E. Nicklaus Ave.</u>	<u>9-21-17</u>	<u>Gene Garner</u>	<u>Gene Garner</u> ✓
<u>31</u>	<u>47 E. Nicklaus Ave.</u>	<u>9-21-17</u>	<u>Pamela J. Garner</u>	<u>Pamela Garner</u>
<u>33</u>	<u>43 E. Nicklaus Ave.</u>	<u>9-21-17</u>	<u>Marcia Wosser</u>	<u>Marcia Wosser</u> ✓
<u>34</u>	<u>41 E. Nicklaus Ave.</u>			<u>Alan Beaulieu</u>
<u>34</u>	<u>41 E. Nicklaus Ave.</u>			<u>Sally Beaulieu</u>
<u>35</u>	<u>39 E. Nicklaus Ave.</u>	<u>9-28-17</u>	<u>George Hutchens</u>	<u>George Hutchens</u> ✓
<u>35</u>	<u>39 E. Nicklaus Ave.</u>	<u>9-28-17</u>	<u>Colleen Hutchens</u>	<u>Colleen Hutchens</u>



GLACIER VILLAGE GREENS – PHASE II

The undersigned, being a lot owner of Glacier Village Greens, Phase II, hereby vote in favor of Amending the Declaration of Covenants to define and prohibit Short Term Rentals.

<u>LOT</u>	<u>ADDRESS</u>	<u>DATE</u>	<u>SIGNATURE</u>	<u>TYPED NAME</u>
<u>39</u>	<u>31 E. Nicklaus Ave.</u>	<u>9-25-2017</u>	<u>Elden Marvel</u>	<u>Elden Marvel</u> ✓
<u>39</u>	<u>31 E. Nicklaus Ave.</u>	<u>9-25-17</u>	<u>Donna Marvel</u>	<u>Donna Marvel</u>
<u>36</u>	<u>37 E. Nicklaus Ave.</u>	_____	_____	<u>Wesley Young</u>
<u>36</u>	<u>37 E. Nicklaus Ave.</u>	_____	_____	<u>Dorothy Young</u>
<u>37</u>	<u>35 E. Nicklaus Ave.</u>	_____	_____	<u>Helen Winchell</u>
<u>38</u>	<u>33 E. Nicklaus Ave.</u>	<u>9/27/17</u>	<u>Donald Seaman</u>	<u>Donald Seaman</u> ✓
<u>22</u>	<u>32 E. Nicklaus Ave.</u>	<u>9/25/17</u>	<u>John Morris</u>	<u>John Morris</u> ✓
<u>22</u>	<u>32 E. Nicklaus Ave.</u>	<u>9/25/17</u>	<u>Luanna R. Morris</u>	<u>Luanna Morris</u>



GLACIER VILLAGE GREENS – PHASE II

The undersigned, being a lot owner of Glacier Village Greens, Phase II, hereby vote in favor of Amending the Declaration of Covenants to define and prohibit Short Term Rentals.

<u>LOT</u>	<u>ADDRESS</u>	<u>DATE</u>	<u>SIGNATURE</u>	<u>TYPED NAME</u>
<u>30</u>	<u>48 E. Nicklaus Ave.</u>	<u>10-20-17</u>	<u>[Signature]</u>	<u>Michael Seaman</u>
<u>30A</u>	<u>49 E. Nicklaus Ave.</u>	<u>10-20-17</u>	<u>[Signature]</u>	<u>Michael Seaman</u>
<u>32</u>	<u>45 E. Nicklaus Ave.</u>	<u>10-20-17</u>	<u>[Signature]</u>	<u>Michael Seaman</u>

Note: Lot 30 in accordance with Amended Plat of Lot 30 as recorded in Instrument No. 200106715250
Records of Flathead County, Montana



GLACIER VILLAGE GREENS – PHASE II

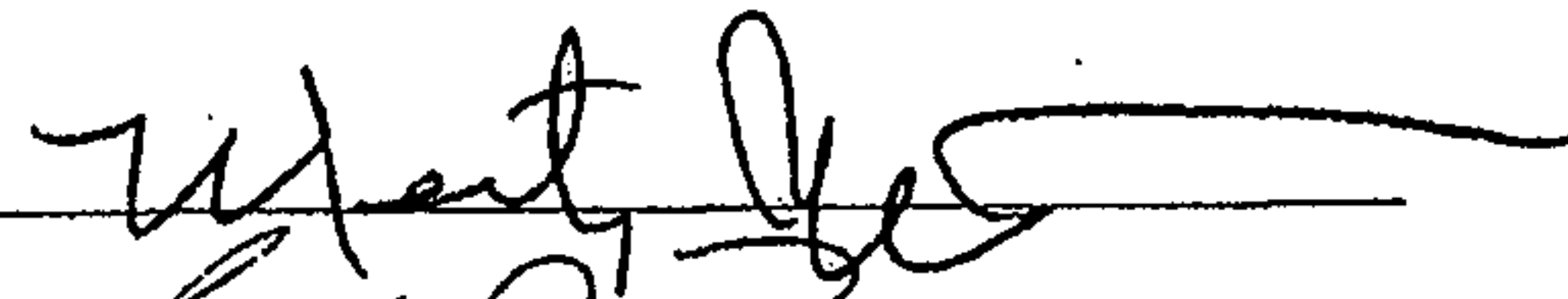
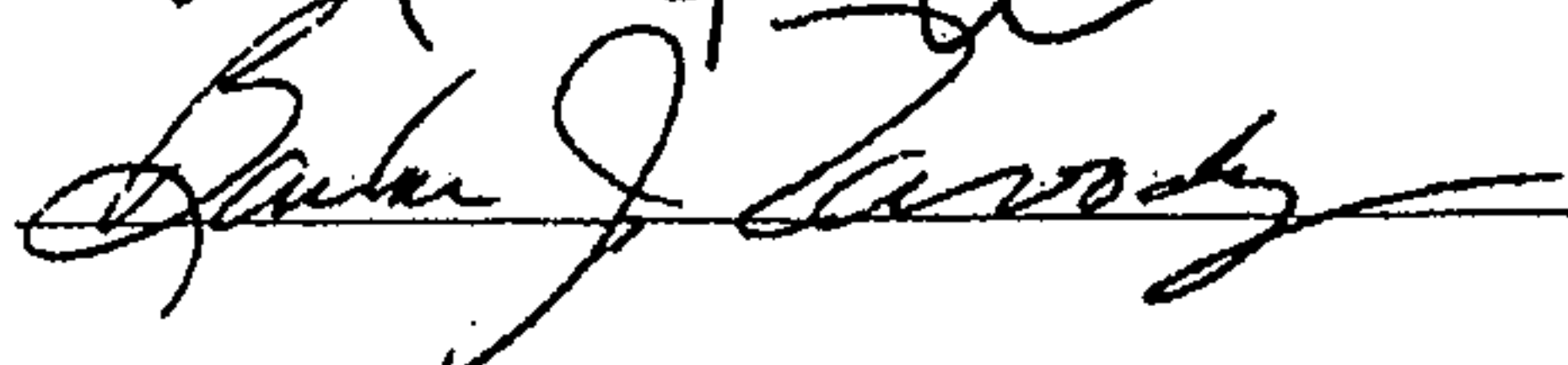
The undersigned, being lot owners of Glacier Village Greens, Phase II, hereby vote in favor of Amending the Declaration of Covenants to define and prohibit Short Term Rentals.

<u>LOT</u>	<u>ADDRESS</u>	<u>DATE</u>	<u>SIGNATURE</u>	<u>TYPED NAME</u>
<u>40</u>	<u>29 E. Nicklaus Ave.</u>	<u>10-16-17</u>	<u>Charlene J. Tucker</u>	<u>Charlene Tucker</u> ✓



GLACIER VILLAGE GREENS – PHASE II

The undersigned, being a lot owner of Glacier Village Greens, Phase II, hereby vote in favor of Amending the Declaration of Covenants to define and prohibit Short Term Rentals.

<u>LOT</u>	<u>ADDRESS</u>	<u>DATE</u>	<u>SIGNATURE</u>	<u>TYPED NAME</u>
29	46 E. Nicklaus Ave.	10-27-17		Frederick Zavodny ✓
29	46 E. Nicklaus Ave.	10/24/2017		Barbara Zavodny

CERTIFICATE OF NOTARY

STATE OF MONTANA)

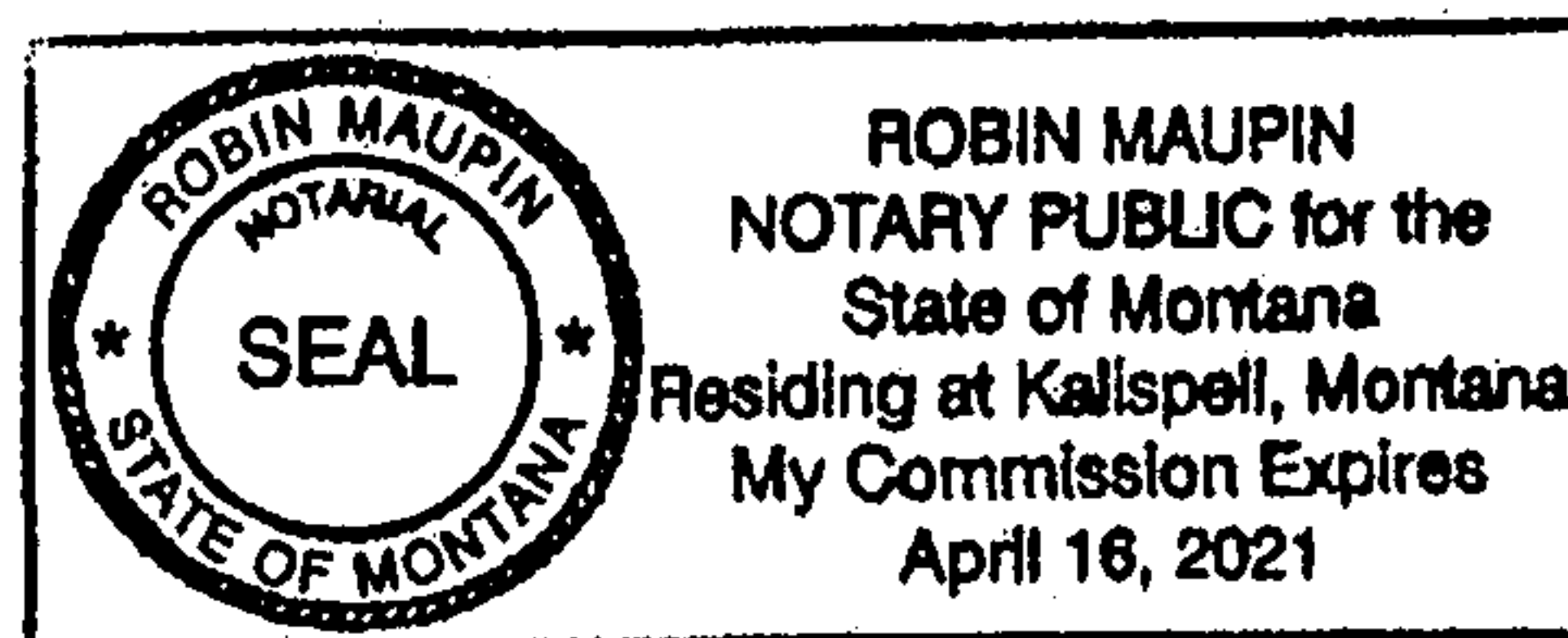
: SS

County of Flathead)

On this 24th day of October, 2017, before me, a Notary Public for the State of Montana, personally appeared Frederick Zavodny and Barbara Zavodny, known to me to be the persons whose names are subscribed to this instrument, and acknowledge as having witnessed their signatures.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Seal, the day and year written above.

Robin Maupin
Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission expires April 16, 2021





GLACIER VILLAGE GREENS – PHASE II

The undersigned, being the owner of the Developers Park Area (DPA) of Glacier Village Greens, Phase II, hereby vote in favor of Amending the Declaration of Covenants to define and prohibit Short Term Rentals.

<u>LOT</u>	<u>ADDRESS</u>	<u>DATE</u>	<u>SIGNATURE</u>	<u>TYPED NAME</u>
DPA	135 Palmer Drive	10-31-2017	Mark Owens Managing Partner Go Dev. LLC	Mark Owens

Note: Mark Owens is the Managing Partner of Go Development LLC



GLACIER VILLAGE GREENS -- PHASE II

The undersigned, being the Trust Officer for the Fred Allen Family Trust for a property located in Glacier Village Greens, Phase II, hereby vote in favor of Amending the Declaration of Covenants to define and prohibit Short Term Rentals.

<u>LOT</u>	<u>ADDRESS</u>	<u>DATE</u>	<u>SIGNATURE</u>	<u>PRINTED NAME</u>
21	30 E. Nicklaus Ave.	_____	_____	_____

CERTIFICATE OF NOTARY

STATE OF MONTANA)

: SS

County of Flathead)

On this _____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared _____ known to me to be the person whose name is subscribed to this instrument, and acknowledge as having witnessed his/her signature.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Seal, the day and year written above.

Notary Public for the State of _____
Residing at _____,
My Commission expires _____