



Paula Robinson, Flathead County MT by SS

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Johnson, Berg & Saxby, PLLP
PO Box 3038
Kalispell, Montana 59903

**EIGHTH AMENDMENT TO THE DECLARATION OF
CONDOMINIUM FOR WATERSIDE CONDOMINIUM
UNDER THE MONTANA UNIT OWNERSHIP ACT**

This Eighth Amendment to Declaration of Condominium for Waterside Condominium under the Montana Unit Ownership Act is executed this 27th day of March, 2012, by Waterside Condominium Owners Association, Inc., (hereinafter referred to as "Association").

WHEREAS, Waterside Development, LLC (hereinafter referred to as "Declarant") caused to be filed that Declaration of Condominium for Waterside Condominium with the Flathead County Clerk and Recorder as Document No. 200521713500 (hereinafter sometimes "Original Declaration"); and

WHEREAS, pursuant to Paragraph 2 of said Declaration, Declarant specifically reserved unto itself the right to amend said Declaration during the period time that terminated upon the Declarant's disposal of all condominium Units; and

WHEREAS, Declarant previously amended said Declaration pursuant to that First Amendment to Declaration of Condominium for Waterside Condominium dated February 14, 2006 and recorded with the Flathead County Clerk and Recorder as Document No. 200604516100; and

WHEREAS, Declarant also previously amended said Declaration pursuant to that Second Amendment to the Declaration of Condominium for Waterside Condominium dated December 8, 2006 and recorded with the Flathead County Clerk and Recorder as Document No. 200634611490; and

WHEREAS, Declarant also previously amended said Declaration pursuant to that Third Amendment to the Declaration of Condominium for Waterside Condominium dated August 7, 2007 and recorded with the Flathead County Clerk and Recorder as Document No. 200700027233; and

WHEREAS, Declarant also previously amended said Declaration pursuant to that Fourth Amendment to the Declaration of Condominium for Waterside Condominium dated November 21, 2007 and recorded with the Flathead County Clerk and Recorder as Document No. 200700035567; and

WHEREAS, Declarant also previously amended said Declaration pursuant to that Fifth Amendment to the Declaration of Condominium for Waterside Condominium dated April 17, 2009 and recorded with the Flathead County Clerk and Recorder as Document No. 200900010862; and

WHEREAS, Declarant also previously amended said Declaration pursuant to that Sixth Amendment to the Declaration of Condominium for Waterside Condominium dated January 28, 2011 and recorded with the Flathead County Clerk and Recorder as Document No. 20110002428; and

WHEREAS, Declarant also previously amended said Declaration pursuant to that Seventh Amendment to the Declaration of Condominium for Waterside Condominium dated December 28, 2011 and recorded with the Flathead County Clerk and Recorder as Document No. 201100027040; and

WHEREAS, Declarant sold, conveyed, transferred or otherwise disposed of its remaining Units on December 30, 2011; and

WHEREAS, Association desires to amend said Declaration of Condominium consistent with a vote of the membership of the Association whereby the issues contained herein were passed by a fifty-one percent (51%) majority



as provided in Section 10 of the Declaration. The Association desires to amend said Declaration to delete Sections 7.a and 15 thereof in their entirety, as amended in the Sixth Amendment to Declaration of Condominium, and republish same as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and the amendment powers of the Association set forth in Section 10 of the Declaration of Condominium on file and of record in the office of the Flathead County Clerk and Recorder as Document 200521713500, as amended, Association hereby amends said Declaration as follows:

Section 7.a, as amended in the Sixth Amendment to Declaration of Condominium, is deleted in its entirety and replaced with the following:

7. Use of Units and Elements:

- a. A Unit Owner shall occupy and use his or her Unit as a single-family, private residence and only for his or her family, guests, lessees, or invitees. No Unit Owner shall rent and/or lease his or her Unit for a period less than fourteen (14) consecutive days. Any Unit Owner renting or leasing his or her Unit must comply with Section 15 hereof.

Section 15, as set forth in the Sixth Amendment to Declaration of Condominium, is deleted in its entirety and replaced with the following:

15. Unit Rental: Any Unit Owner who rents or leases his or her Unit at any time during the calendar year must comply with the following:

- a. The Unit Owner must declare to the Association his or her intention to rent or lease such Unit by January 1 of the calendar year in which such rental/lease will occur. Such declaration shall be in a form prescribed in the Association's Rules and Regulations.
- b. Each Unit Owner renting or leasing his or her Unit must pay an annual, nonrefundable impact fee in an amount set forth in the Association's Rules and Regulations, payable upon the Unit Owner's declaration of the Owner's intent to rent/lease such Unit. The Association may require whatever additional fees or deposits it deems necessary to defray the added expenses that are incurred as a result of renters' or lessees' use of the facilities.
- c. All leases must be in writing and shall be for periods of at least fourteen (14) consecutive days. All leases for periods less than six (6) months shall utilize a standard rental agreement prescribed by the Association.
- d. The maximum occupancy of any rented/leased Unit shall not exceed six (6) people for a 2-bedroom Unit, or eight (8) people for a 3-bedroom Unit.
- e. The Unit Owner must submit a copy of the completed rental or lease agreement to the Association or its designated agent for approval prior to commencement of the lease period in accordance with the Association's Rules and Regulations.

A Unit Owner's failure to comply with the foregoing or the Association's Rules and Regulations applicable to unit rentals shall subject the Unit Owner to the penalties as set forth in the Association's Rules and Regulations and if such penalties remain unpaid the Association may exercise any remedy available to it under the Declaration or the Rules and Regulations.

All terms and conditions set forth in the original Declaration, except as amended herein or by previous amendments to the Original Declaration, shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Directors of the Association have caused this Eighth Amendment to the Declaration of Condominium for Waterside Condominium to be executed this 30th day of March, 2012.



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WATERSIDE CONDOMINIUM OWNERS
ASSOCIATION, INC.

By *W. R. McKee*
W. R. McKee, Chairman

STATE OF COLORADO)
) ss.
County of Arapahoe)

This instrument was acknowledged before me on the 17th day of March, 2012, by W. R. MCKEE, as Chairman of the Board of Directors of Waterside Condominium Owners Association, Inc.

Alan P. Shupe
Notary Public for the State of Colorado
Residing at Littleton
My Commission Expires 5/11/2016
Alan P. Shupe
Printed Name of Notary Public

