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Waterside Development, LLC
c/o McKee Associates, Inc.
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Paula Robinson, Flathead County MT by ddereu

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

This Sixth Amendment to Declaration of Condominium for Waterside Condominium under the Montana Unit Ownership Act is executed this 13th day of January, 2011, by Waterside Development, LLC, a Montana Limited Liability Company in Kalispell, Montana (hereinafter referred to as "Declarant").

WHEREAS, 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 said Declaration, Declarant specifically reserved unto itself the right to amend said Declaration to, among other things, expand the number of Units to be included within said Declaration of Condominium; 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 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 No. 200900010862; and

WHEREAS, Declarant desires to amend said Declaration of Condominium to delete Sections 6 and 7.a thereof and republish same as hereinafter set forth, and add a new Section 15.

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

Section 6 is deleted in its entirety and replaced with the following:

- 6. **Limited Common Elements:** The Limited Common Elements are those Common Elements reserved for the use of fewer than all of the Unit Owners. Without limiting the foregoing, the Limited Common Elements shall include stairways, balconies, entrances, stoops, flues, chimneys, ducts, cables, conduits, public utility lines, water, sewer, electrical, gas, cable television lines, hot and cold water pipes (all such utility pipes and lines are Limited

0012152 thru 0012159, 0012162 thru 0012168, 0011362 thru 0011382
Approved 02/01/2011



Common Elements where they service fewer than all of the Units; where they service all of the Units, they shall be General Common Elements), boilers, hot water tanks, and fixtures, or other portions of the building servicing only a particular Unit or less than all the Units, skylights, and the utilities and heating contained within such individual Unit to the exclusion of the use thereof by the Owners, except by invitation.

The Limited Common Elements shall also include Boatslips, carports, garages, and garage/carports. Declarant intends to construct a Dock facility comprised of thirty-two (32) Boatslips. The 32 Boatslips are hereby designated as Limited Common elements and reserved for the use of a certain Unit or number of Units to the exclusion of other Units. Said Boatslips are numbered 1 through 32 and depicted on Exhibit B3. No Boatslip shall be construed as reserved and allocated to any Unit as a Limited Common Element unless specifically designated pursuant to future Amendment(s) of this Declaration or by a deed of conveyance recorded with the office of the Flathead County Clerk and Recorder. No Boatslip may be leased, rented, or otherwise utilized by any person other than a Unit Owner or anyone utilizing the Unit of the Unit Owner entitled to the use of a Boatslip. No Boatslip may be used for commercial purposes. As used herein, "commercial purposes" includes any service or activity for which remuneration is provided. A Boatslip may be designated as a Limited Common Element appurtenant to one (1) Unit or three (3) Units. A Unit Owner to whom a Boatslip is designated as a Limited Common Element shall be allowed the use of the Boatslip as follows:

- a. If the Boatslip is allocated to only one Unit, the Unit Owner shall be entitled to the exclusive use of said Boatslip.
- b. If the Boatslip is allocated to three (3) Units, the Unit Owners shall be entitled to the usage set forth on Exhibit B4.

Notwithstanding anything to the contrary contained herein, the Dock structures shall be Common Elements, with the Boatslips being designated as Limited Common Elements.

Declarant intends to construct fourteen (14) carports, twenty-four (24) garages, and thirty-one (31) garage/carports on the Property as depicted on Exhibit B3. The carports are designated as C-1 through C-14, the garages are designated as G-1 through G-24, and the garage/carports are designated as GC-1 through GC-31. No carport, garage, or garage/carport shall be construed as reserved and allocated to any Unit as a Limited Common Element unless specifically designated pursuant to either future Amendment(s) to this Declaration or as set forth on Deeds of Conveyance as set forth herein.

Declarant specifically reserves the right to amend this Declaration to allocate Boatslips, carports, garages, and garage/carports as Limited Common Elements appurtenant to any Unit to which said Limited Common Elements are appurtenant by designation of Declarant in said Amendment(s).

Subsequent to Declarant's allocation of Boatslips, carports, garages, and garage/carports to various Units as Limited Common Elements, the Unit Owner to whose Unit said Limited Common Element(s) is appurtenant shall be entitled to convey the right to the use of said Limited Common Element to any other Unit Owner to be appurtenant to said transferee Unit Owner's Unit. Said transfer shall be pursuant to a written form approved by the Board of Directors of the Association, who shall keep detailed records of the ownership of said Limited Common Element use rights. The foregoing shall only apply to Boatslips, carports, garages, and garage/carports and no other Limited Common Element. Declarant may allocate the Limited Common Elements referred to in the immediately preceding sentence by Deeds of conveyance to be recorded with the Flathead County Clerk and Recorder. In no event shall a Unit Owner be entitled to transfer the right to the use of any



such Limited Common Element to anyone other than a Unit Owner to be appurtenant to the Unit of said Unit Owner.

* * *

Section 7.a 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 one (1) month, except during the 2011 calendar year when each rental period shall be at least fourteen (14) consecutive days. Any Unit Owner renting or leasing his or her Unit must comply with Section 15 hereof.

* * *

A new Section 15 is added, as follows:

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 one (1) month, except during the 2011 calendar year when each rental period shall be 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. All leases must comply with the minimum rental rates set by the Association.
- f. 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.
- g. Any rent or lease of a Unit shall not include the use of a boatslip.

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 subject, however, to the power to amend reserved unto Declarant, which power is contained in said Original Declaration and reaffirmed hereby.

IN WITNESS WHEREOF, the Declarant has caused this Sixth Amendment to the Declaration of Condominium for Waterside Condominium to be executed this 28th day of January, 2011.

WATERSIDE DEVELOPMENT, LLC
By

MCKEE ASSOCIATES, INC., Member

By: W R McKee
William R. McKee, President

STATE OF COLORADO)
) ss.
County of Arapahoe)

This instrument was acknowledged before me on the 28th day of ~~December, 2010~~ ^{January, 2011} by W. R. MCKEE as President of McKee Associates, Inc., a Member of Waterside Development, LLC.

Kari P. Blythe
Notary Public for the State of Colorado
Residing at 5460 S. Quebec St, Suite 335, Greenwood Village
My Commission expires 5/27/2012 CO 80111
Kari P. Blythe
Printed Name of Notary Public

