

Feb 15, 2020 Annual Meeting Voting Results for Covenant Amendment

Note: Highlighted areas in **Yellow** indicate the changes/additions voted upon

Covenant NO. 28 ESTABLISHMENT OF A COVENANT COMMITTEE

Covenant 28: A Covenant Review and Update Committee shall be established and shall consist of a minimum of 7 members. Their duties include determining the wording of covenants, recommending to the Board changes to be placed before the members for a vote, evaluating the effectiveness and fairness of the Covenants, Conditions & Restrictions (CCRs). The chair person for the Covenant Review and Update Committee shall be elected by the majority of the members of the Covenant Review and Update Committee and will not be a member of the HOA Board be selected by the HOA Board. Regular meetings shall be held monthly or as directed by the members of the committee.

In Favor of modification: 49

Against modification: 33

PASSED

Covenant NO. 29a FIREWORKS PROHIBITION (You were required vote for or against 29a or 29b not both)

Covenant 29a: Due to FIREWORKS inherent potential to cause wild-land and structure fires, ALL FIREWORKS in all forms ARE PROHIBITED from being ignited in Many Lakes all year long. Individuals starting fires with fireworks may be required to pay for all property damage and firefighting costs. If property is a rental, the owners will be held liable for any violations.

In Favor of modification: 30

Against modification: 18

NOT PASSED
(As 29b had more votes)

Covenant NO. 29b FIREWORKS PROHIBITION

Covenant 29b: Due to FIREWORKS inherent potential to cause wild-land and structure fires, ALL FIREWORKS in all forms ARE PROHIBITED from being ignited in Many Lakes all year long. Individuals starting fires with fireworks may be required to pay for all property damage and firefighting costs. Individuals found igniting fireworks, shall be assessed \$250.00 for the 1st offense and for each subsequent offense. If property is a rental, the owners will be held liable for any violation fines.

In Favor of modification: 49

Against modification: 26

PASSED

COVENANT DEFINITIONS

Definitions: As used herein, the following terms shall have the meanings set forth below:

“Architectural Committee” The committee that reviews architectural documents to ensure compliance with all Many Lakes architectural covenants.

In Favor of modification: 72

Against modification: 9

PASSED

"Association" means the Many Lakes Homeowners Association, Inc., a not-for-profit corporation, its successors and assigns.

"Board" and "Board of Directors" means the governing body of the Association.

“Building” Noun: A dwelling place or other walled structure. Verb: The act of creating a dwelling place or other man-made structure.

In Favor of modification: 70

Against modification: 11

PASSED

“Construction”: General: Clearing, dredging, excavating, and grading of land and other activity associated with buildings, structures, or other types of real property such as homes, roads.

In Favor of modification: 50

Against modification: 32

PASSED

"Common Areas" refer to land titled or to be titled in the future in the name of the Association. "Common Areas" may also include land on which the Association holds an easement.

“Covenant Committee” A volunteer committee to suggest, evaluate, and develop covenant changes and updates.

In Favor of modification: 62

Against modification: 19

PASSED

“Development”: The process of adding improvements to a parcel of land, includes but not limited to grading, subdivisions, drainage, access, roads, utilities.

In Favor of modification: 47

Against modification: 34

PASSED

Motor vehicle" means and includes automobiles, trucks, buses, motorcycles, motor scooters, snowmobiles, self-propelled recreational vehicles, and any and all similar or dissimilar self-propelled mechanisms.

The "Property" means all of and "Village" means any one of, Many Lakes Vacation Village and Many Lakes Vacation Village No. 2, 3, 4,i and 5 as reflected in plats on file in Flathead County, Montana, as well as any additional areas annexed to the Property as provided herein.

"Lot" means and refers to any plot of land shown within any Village of a recorded subdivision map or plat of the Property, with the exertion of Common Areas.

"Owner" means the record owner, whether one or more persons or entities, of any Lot. including buyers under a contract for deed, but excluding those having an interest merely as security for the performance of an obligation.

"Structure" ~~means~~ includes, but is not limited to a home or dwelling, guest cottage, barn, shed (with or without walls), lean-to, garage, shop, shack, other storage facility, gazebo, greenhouse, animal pen, wooden deck, boat house, pump house, boat dock, well, septic system, and satellite dish.

In Favor of modification: 65

Against modification: 16

PASSED

Setbacks General Definition: A distance from a curb, property line, or structure within which building is prohibited. Setbacks are building restrictions imposed on property owners. The purpose of clarifying the following setback definitions are to allow small lots greater usability while preserving the wooded nature of Many Lakes and the esthetic value of present and neighboring properties.

In Favor of modification: 69

Against modification: 13

PASSED

"15ft Set Backs" A 15ft area beginning at the edge of the property line extending 15ft into the owners property where there are to be no permanent structures. Exceptions: Driveways, address monuments, mailboxes, package boxes, also smaller items intended to be movable such as e.g. a small movable shed of less than a 100 SQ ft footprint (1 shed total per all 15 ft setbacks), planter boxes etc. For all structures with roofs, the 15 foot setback is measured as the shortest distance between the structure's roof drip edge and the property line.

"30ft Set Backs" A 30ft area beginning at the edge of the property line extending away from the road or surveyed right of way 30ft into the owners property where there are to be no permanent structures. Exceptions: Driveways, address monuments county utilities, mailboxes, package boxes, also smaller items intended to be movable such as e.g. 1 small movable shed of less than a 100 SQ ft footprint (1 shed total per all 30 ft setbacks), planter boxes etc. For all structures with roofs, the 30 foot setback is measured as the shortest distance between the structure's roof drip edge and the property line.

In Favor of modification: 48

Against modification: 32

PASSED

**ARTICLE IV
MEETINGS AND MEMBERS**

Section 2. There shall be an annual meeting of members of the Corporation (Many Lakes HOA Inc.) on the 3rd Saturday, in ~~February~~ **September** of each year at a time and place designated in the written notice thereof mailed to voting members by the Board of Directors at least 30 days prior to the date of said meeting, but not more than 60 days prior to the date of said meeting.

In Favor of modification: 67

Against modification 11

PASSED