



Return To: Ramlow & Rudbach, PLLP
542 Central Avenue
Whitefish, MT 59937

**SECOND AMENDMENT OF MERGER OF CONDOMINIUMS,
AMENDED DECLARATION, AND STATEMENT OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
BAY POINT ESTATES**

This SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES ("Second Amendment") is made this 23rd day of December, 2019, by the Unit Owners of the of the condominium units located in Bay Point Estates Condominium, Whitefish Montana.

WITNESSETH:

WHEREAS, by a Merger Of Condominiums, Amended Declaration, And Statement Of Covenants, Conditions And Restrictions Of Bay Point Estates recorded April 13, 1982 in the office of the Clerk and Recorder of Flathead County, Montana, under Reception No. 4872 in Book 737, Page 417 (the "Declaration"), the developers Russell C. Street and Mary Jane Street and the Bay Point Owners Association, Inc. merged certain declarations of unit ownership set forth therein and collectively known as Bay Point Estates;

WHEREAS, by a First Amendment Of Merger Of Condominiums, Amended Declaration,

See attached Assn#S

Approved 8/5/20 ff



And Statement Of Covenants, Conditions And Restrictions Of Bay Point Estates (the "First Amendment"), recorded November 5, 1984 in the office of the Clerk and Recorder of Flathead County, Montana, under Document No. 8431016390, as authorized in Paragraph 6 of the Declaration, developers Russell C. Street and Mary Jane Street caused certain other real property to be annexed to the Bay Point Estates Condominium;

WHEREAS, there now exist forty-four (44) condominium units in the Bay Point Estates Condominium;

WHEREAS, a description of the real property upon which the Bay Point Estates Condominium is located is attached hereto as Exhibit "A"

WHEREAS, each condominium unit in the Bay Point Estates Condominium consists of upper and lower portions ("Up" and "Down"). Many of the Up and Down portions of each condominium unit are rented and used separately and have separate entrances;

WHEREAS, the fact that the Up and Down portions of the condominium units are together titled as one condominium unit has created problems for certain Unit Owners who wish to sell either the Up or Down portion of their condominium unit or to obtain financing secured by either the Up or Down portion of their condominium unit;

WHEREAS, to resolve the problem of the Up and Down portions of the condominium units being titled together as one condominium unit, the Unit Owners wish to amend the Declaration to allow the Up and Down portions of each condominium unit to be separately titled;

WHEREAS, certain Unit Owners wish to have the Up and Down portions of their condominium units titled separately at the present time while other Unit Owners wish to have the option of titling the Up and Down portions condominium units separately in the future.



NOW THEREFORE, the Declaration and the First Amendment are hereby amended as

follows:

1. Each of the following condominium units in the Bay Point Estates Condominium are split and re-designated as follows:

- Unit 1A is divided into "Unit 1A Up" and "Unit 1A Down"
- Unit 1B is divided into "Unit 1B Up" and "Unit 1B Down"
- Unit 1C is divided into "Unit 1C Up" and "Unit 1C Down"
- Unit 1D is divided into "Unit 1D Up" and "Unit 1D Down"
- Unit 2B is divided into "Unit 2B Up" and "Unit 2B Down"
- Unit 2C is divided into "Unit 2C Up" and "Unit 2C Down"
- Unit 2D is divided into "Unit 2D Up" and "Unit 2D Down"
- Unit 3A is divided into "Unit 3A Up" and "Unit 3A Down"
- Unit 3C is divided into "Unit 3C Up" and "Unit 3C Down"
- Unit 3D is divided into "Unit 3D Up" and "Unit 3D Down"
- Unit 4A is divided into "Unit 4A Up" and "Unit 4A Down"
- Unit 4C is divided into "Unit 4C Up" and "Unit 4C Down"
- Unit 4D is divided into "Unit 4D Up" and "Unit 4D Down"
- Unit 5B is divided into "Unit 5B Up" and "Unit 5B Down"
- Unit 5C is divided into "Unit 5C Up" and "Unit 5C Down"
- Unit 5D is divided into "Unit 5D Up" and "Unit 5D Down"
- Unit 14A is divided into "Unit 14A Up" and "Unit 14A Down"
- Unit 14B is divided into "Unit 14B Up" and "Unit 14B Down"
- Unit 14C is divided into "Unit 14C Up" and "Unit 14C Down"
- Unit 14D is divided into "Unit 14D Up" and "Unit 1B Down"
- Unit 15A is divided into "Unit 15A Up" and "Unit 15A Down"
- Unit 15B is divided into "Unit 15B Up" and "Unit 15B Down"
- Unit 15C is divided into "Unit 15C Up" and "Unit 15C Down"
- Unit 15D is divided into "Unit 15D Up" and "Unit 15D Down"
- Unit 16A is divided into "Unit 16A Up" and "Unit 16A Down"
- Unit 16C is divided into "Unit 16C Up" and "Unit 16C Down"
- Unit 17A is divided into "Unit 17A Up" and "Unit 17A Down"
- Unit 17B is divided into "Unit 17B Up" and "Unit 17B Down"
- Unit 17C is divided into "Unit 17C Up" and "Unit 17C Down"
- Unit 17D is divided into "Unit 17D Up" and "Unit 17D Down"
- Unit 18A is divided into "Unit 18A Up" and "Unit 18A Down"
- Unit 18C is divided into "Unit 18C Up" and "Unit 18C Down"
- Unit 18D is divided into "Unit 18D Up" and "Unit 18D Down"
- Unit 19A is divided into "Unit 19A Up" and "Unit 19A Down"
- Unit 19B is divided into "Unit 19B Up" and "Unit 19B Down"



- Unit 19C is divided into "Unit 19C Up" and "Unit 19C Down"
- Unit 19D is divided into "Unit 19D Up" and "Unit 19D Down"

2. The upper floor of each split condominium unit is designated as the "Up" portion and the lower floor of each split condominium unit is designated as the the "Down" portion.

3. The floor plans and specifications for the Up and Down portions of the split condominium units are included in Exhibit "B" attached hereto.

4. The rights and liabilities associated with each split condominium unit shall be divided evenly between the owners of the separate Up and Down units. This means that the owner of either the Up or Down portion of a split condominium unit shall have one-half ($\frac{1}{2}$) the ownership interest in the Common Elements, one-half ($\frac{1}{2}$) the ownership interest in the applicable Limited Common Elements and one-half ($\frac{1}{2}$) the voting rights that the owner of an unsplit condominium unit has. This also means that the owner of either the Up or Down portion of a split condominium unit shall have one-half ($\frac{1}{2}$) of the responsibility for the common expenses and one-half ($\frac{1}{2}$) of the responsibility for the assessments that the owner of an unsplit condominium unit has.

5. To the extent applicable, the owners of the Up and Down portions of a split condominium unit shall evenly share in the ownership and maintenance of those elements that were formerly owned by the Unit Owner before the condominium unit was split but, by necessity, must be shared by the owners of the Up and Down portions of the split condominium unit. These elements include, but are not limited to, any shared doors, any shared entry ways and any shared walls that were formerly owned by the Unit Owner before the condominium unit was split.



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 09 day of January, ²⁰¹⁹ ~~2018~~ by David H. Punt, owner(s) of Unit 1A of Baypoint Estates Condominium

[Signature]

Province Alberta)
STATE OF Alberta)
City Calgary)
County of Calgary)

:SS

On this 9 day of January, ²⁰¹⁹ ~~2018~~, before me personally appeared David Punt, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

[Signature]
(Notary Signature)



VICTORIA E. COFFIN
Barrister and Solicitor
210, 6111 - 36th Street SE
Calgary, Alberta T2C 3W2



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 26 day of June, 2018 by _____, owner(s) of Unit 1B of Baypoint Estates Condominium.

Donald M. Krumm
Michael Krumm



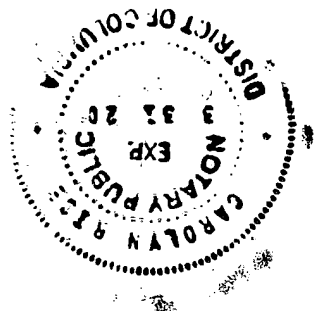
STATE OF WASHINGTON
County of D.C.) :SS

On this 26 day of JUNE, 2018, before me personally appeared MARY Krumm, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

DONALD
KRUMM

Carolyn Rice
(Notary Signature)

(NOTARIAL SEAL)





evenly share in the ownership and maintenance of those elements that were formerly owned by the Unit Owner before the condominium unit was split but, by necessity, must be shared by the owners of the Up and Down portions of the split condominium unit. These elements include, but are not limited to, any shared doors, any shared entry ways and any shared walls that were formerly owned by the Unit Owner before the condominium unit was split.

4

6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration.

Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 26th day of October, 2018 by Rodrick S. Snyder Susan H Snyder, owner(s) of Unit 1B of Baypoint Estates Condominium.

Rodrick S. Snyder
Susan Snyder
STATE OF Montana) County of Missoula

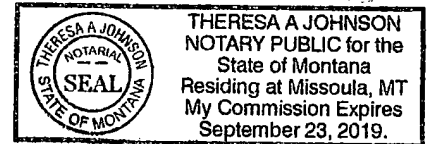
:SS

On this 26th day of October, 2018, before me personally appeared Rodrick S. Snyder Susan Snyder known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

(NOTARIAL SEAL)

Theresa A. Johnson (Notary Signature)

5





6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 27 day of June, 2018 by
Teresa Silverman, owner(s) of Unit 1C of
Baypoint Estates Condominium.

Teresa Silverman
TERESA SILVERMAN

STATE OF Massachusetts)

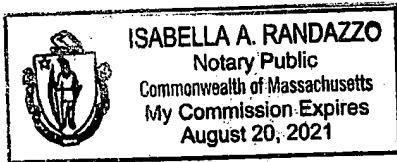
:SS

County of Essex)

On this 27 day of June, 2018, before me personally appeared Teresa P Silverman, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

Isabella Randazzo
(Notary Signature)

(NOTARIAL SEAL)





Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 16 day of October, 2019 by **Jeffrey Don Currie** and **Stacie Nichole Currie**, owner(s) of Unit 1D of Baypoint Estates Condominium.

Jeffrey Don Currie

Stacie Nichole Currie

PROVINCE OF ALBERTA)

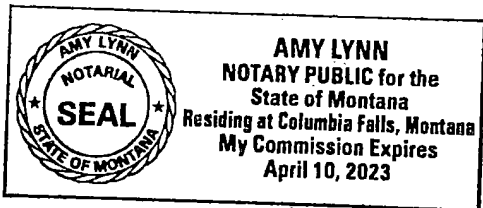
:SS

Country of CANADA)

On this 16 day of October, 2019, before me personally appeared **Jeffrey Don Currie** and **Stacie Nichole Currie**, known to me to be the person(s) whose names are set forth above and acknowledged that they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

(Notary Signature)

(NOTARIAL SEAL)



State of Montana
County of Flathead

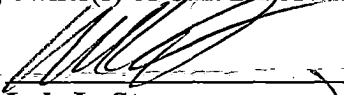
This instrument was signed and sworn to before me on Oct. 16, 2019 by Jeffrey Currie / Stacie Currie
(Name of Signer)

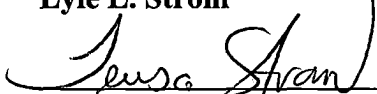
(Notary)

Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 28th day of August, 2019 by Lyle L. Strom and Teresa L. Strom, owner(s) of Unit 2A of Baypoint Estates Condominium.

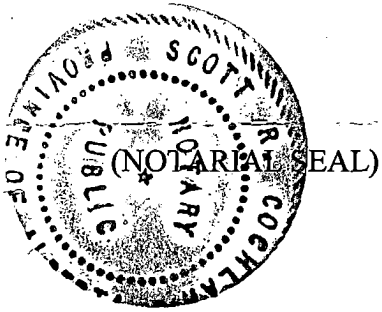


Lyle L. Strom


Teresa L. Strom

PROVINCE OF ALBERTA)
:SS
Country of CANADA)

On this 28th day of August, 2019, before me personally appeared Lyle L. Strom and Teresa L. Strom, known to me to be the person(s) whose names are set forth above and acknowledged that they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.





(Notary Signature)
SCOTT R. COCHLAN
Barrister & Solicitor





6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 16 day of October, 2018 by
Douglas Vanev and Randal Vanev, owner(s) of Unit 2B of
Baypoint Estates Condominium.

PROVINCE

~~STATE OF~~ ALBERTA)

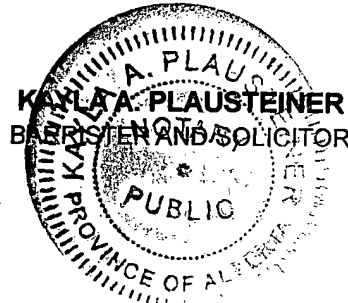
:SS

County of CANANA)

On this 16 day of OCTOBER, 2018, before me personally appeared DOUGLAS VANEV AND RANDAL VANEV known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

(Notary Signature)

(NOTARIAL SEAL)



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 9th day of OCTOBER, 2018 by _____, owner(s) of Unit 2C of Baypoint Estates Condominium.

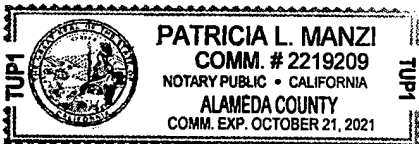
Susan Fletcher Evans
Gregory H. Evans

STATE OF California
County of Alameda)
:SS

On this 9th day of OCTOBER, 2018, before me personally appeared Susan F. Evans and Gregory H. Evans known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

[Signature]
(Notary Signature)

(NOTARIAL SEAL)



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 27 day of JUNE, 2018 by ROGER MARTEWS, owner(s) of Unit 2 D of Baypoint Estates Condominium.

Roger Martews

STATE OF Montana
County of Missoula :SS

On this 27 day of June, 2018, before me personally appeared Roger Martews, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

Lesia K. Matheny
(Notary Signature)

(NOTARIAL SEAL)



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

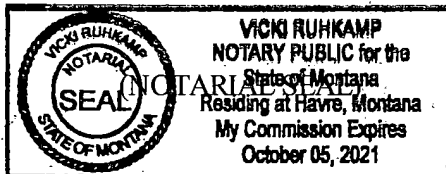
7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 3 day of July, 2018 by
David G. Mortens, owner(s) of Unit 2 D of
Baypoint Estates Condominium.

STATE OF Montana)
County of Hill) :SS

On this 3 day of July, 2018, before me personally appeared David G. Mortens, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing **SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES** as his/her/their own free voluntary act and deed.

Vicki Ruhkamp
(Notary Signature)



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

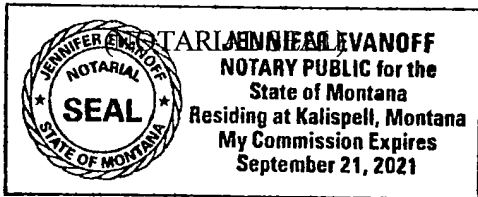
7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 25th day of June, 2018 by
Shelley Ann Miller, owner(s) of Unit 2-D of
Baypoint Estates Condominium.

STATE OF MONTANA)
County of FLATHEAD) :SS

On this 25 day of JUNE, 2018, before me personally appeared SHELLEY MILLER, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

[Signature]
(Notary Signature)



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 26 day of JUNE, 2018 by _____, owner(s) of Unit 3A of Baypoint Estates Condominium.

Sonja Hilding

STATE OF UTAH)

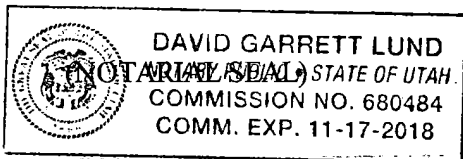
:SS

County of SALT LAKE)

On this 26 day of JUNE, 2018, before me personally appeared SONJA HILDING, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

(Notary Signature)

[Handwritten Signature]



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

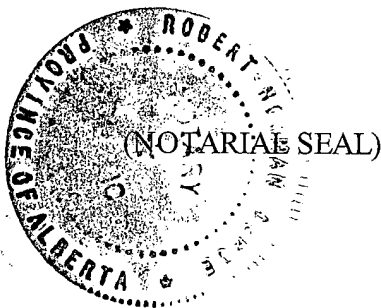
Signed this 17 day of November, 2018 by
Jesse R. GORE, owner(s) of Unit 3B of
Baypoint Estates Condominium.

[Signature]

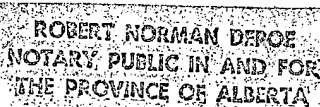
ND ✓ Province ✓
STATE OF Alberta)
ND ✓ City ✓
County of Calgary)

:SS

On this 17 day of November, 2018, before me personally appeared JESSE R. GORE, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.



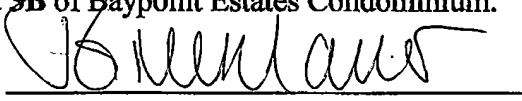
[Signature]
(Notary Signature)
ROBERT N. DEPOE



Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 13 day of October, 2019 by **Tanis M. Greenlaw**, owner(s) of Unit 3B of Baypoint Estates Condominium.



Tanis M. Greenlaw

PROVINCE OF ALBERTA)

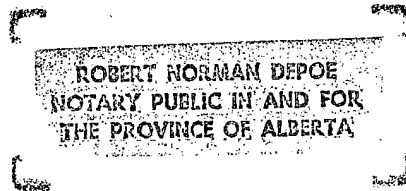
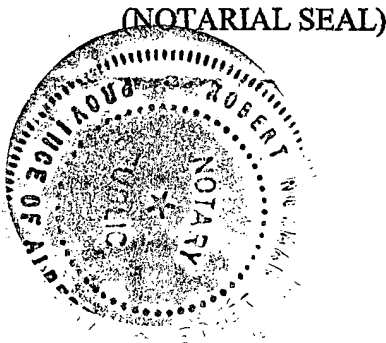
:SS

City of Calgary)

On this 13 day of October, 2019, before me personally appeared **Tanis M. Greenlaw**, known to me to be the person whose name is set forth above and acknowledged that she signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.



(Notary Signature)



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 17 day of November, 2018 by
BRIAN H. GORE, owner(s) of Unit 3B of
Baypoint Estates Condominium.

BRIAN H. GORE
[Signature]

MS ✓ Province ✓
STATE OF Alberta)
MS ✓ City ✓
County of CALGARY)

SS

On this 17th day of November, 2018, before me personally appeared BRIAN H. GORE, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.



[Signature]
(Notary Signature)
ROBERT N. DEPOE
ROBERT NORMAN DEPOE
NOTARY PUBLIC IN AND FOR
THE PROVINCE OF ALBERTA

6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

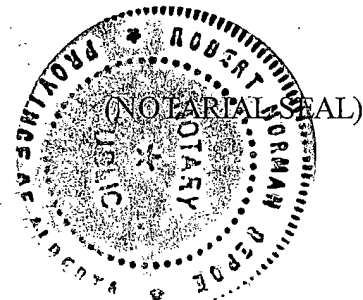
Signed this 23 day of November, 2018 by DEBORAH L. GORE, owner(s) of Unit 3D of Baypoint Estates Condominium.

[Handwritten Signature]

ND PROVINCE
ND STATE OF ALBERTA)
ND CITY
ND County of CALGARY)

:SS

On this 23 day of NOVEMBER, 2018, before me personally appeared DEBORAH L. GORE, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.



[Handwritten Signature]
(Notary Signature) ROBERT N. DEPOE
ROBERT NORMAN DEPOE
NOTARY PUBLIC IN AND FOR
THE PROVINCE OF ALBERTA

6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 18 day of JUNE, 2018 by
JAMES AND DEBORAH SMEDSRUD, owner(s) of Unit 3C of
Baypoint Estates Condominium.

James Smedsrud
Deborah Smedsrud

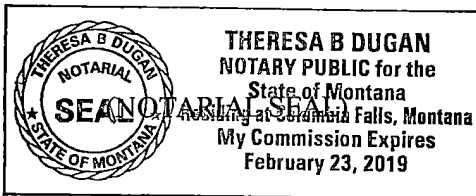
STATE OF MT)

County of Flathead) :SS

On this 18 day of June, 2018, before me personally appeared James and Deborah Smedsrud, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

Theresa B. Dugan

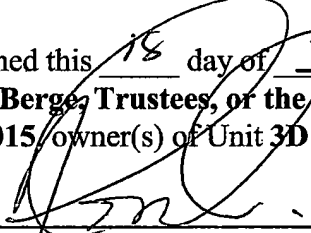
(Notary Signature)



Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 18 day of June, 2020 by **A. Kelly Conrad, Jr. and Sandra L. Berge, Trustees, or the Successor Trustee, of the Conrad/Berge Trust UTA dated May 28, 2015**, owner(s) of Unit 3D of Baypoint Estates Condominium.



A. Kelly Conrad, Jr.
Trustee or Successor Trustee



Sandra L. Berge
Trustee or Successor Trustee

STATE OF Oregon)

:SS

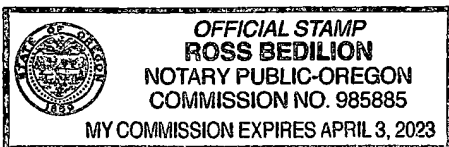
County of Washington)

On this 18th day of June, 2020, before me personally appeared **A. Kelly Conrad, Jr. and Sandra L. Berge**, known to me to be the persons whose names are set forth above and acknowledged that they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES in their capacity as Trustees or Successor Trustees of the Conrad/Berge Trust UTA dated May 28, 2015 as their own free voluntary act and deed.



(Notary Signature)

(NOTARIAL SEAL)



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 22nd day of June, 2018 by
Mark B. Lindsay, owner(s) of Unit 4A of
Baypoint Estates Condominium.

Mark B. Lindsay

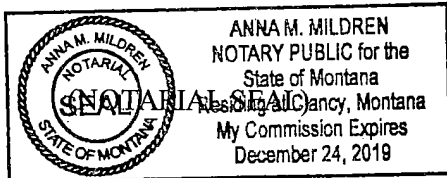
STATE OF Montana)

:SS

County of Jefferson)

On this 22 day of June, 2018, before me personally appeared Mark B. Lindsay, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

Anna M. Mildren
(Notary Signature)



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 29 day of OCTOBER, 2018 by
Ron Carrins and Doug Carrins, owner(s) of Unit 4AD of
Baypoint Estates Condominium.

[Handwritten Signature]

Province
STATE OF Sask.)

:SS

County of Canada)

On this 29 day of October, 2018, before me personally appeared Ron Carrins + Doug Carrins, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

[Handwritten Signature]
(Notary Signature)

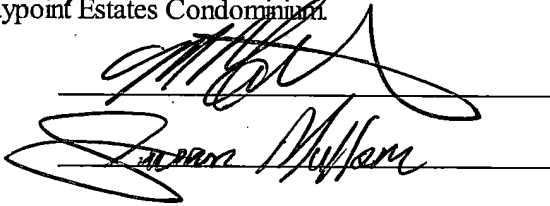
(NOTARIAL SEAL)



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

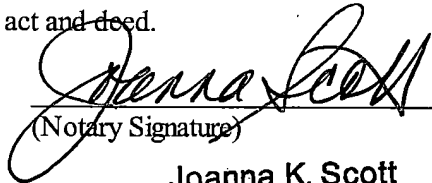
7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 6th day of November, 2018 by
MURRAY MULLEN & SUSAN MULLEN, owner(s) of Unit 4B of
Baypoint Estates Condominium.



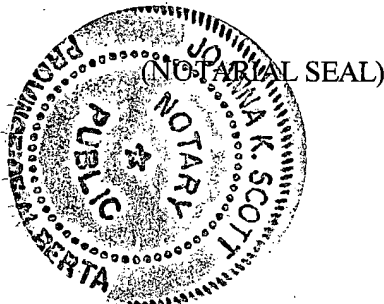
STATE OF Province of Alberta
County of Canada)

On this 6th day of November, 2018, before me personally appeared Murray Mullen & Susan Mullen, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.



(Notary Signature)

Joanna K. Scott
Barrister and Solicitor



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 8TH day of AUGUST, 2018 by
TIM P. WELLS MANAGING MEMBER, owner(s) of Unit 4C of
Baypoint Estates Condominium.
WELLS PROPERTIES, LLC

[Signature] MANAGING MEMBER

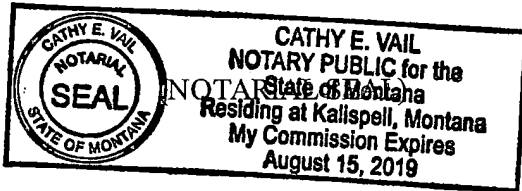
STATE OF MONTANA

:SS

County of FLATHEAD

On this 8TH day of AUGUST, 2018, before me personally appeared TIM P. WELLS, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

Cathy E. Vail
(Notary Signature)



Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

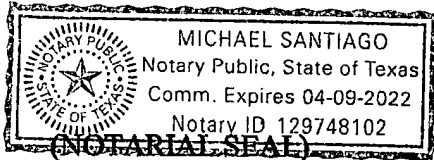
Signed this 28th day of August, 2019 by **BAYPOINT CONDO 4D, LLC** owner(s) of Unit **4D** of Baypoint Estates Condominium.

BAYPOINT CONDO 4D, LLC

By: *Luigi A. Chamberlain*
Its: MANAGER

STATE OF Texas)
County of FT Bend) :SS

On this 28th day of August, 2019, before me personally appeared *Luigi Chamberlain*, known to me to be the person whose name is set forth above and acknowledged that he/she signed the foregoing **SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES** in his/her capacity as *Manager* of **BAYPOINT CONDO 4D, LLC** as his/her own free voluntary act and deed.



Michael Santiago
(Notary Signature)

6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 8th day of July, 2018 by
Eric L. Torjerson Inc., owner(s) of Unit 5A of
Baypoint Estates Condominium.

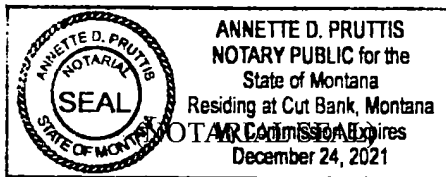
Eric L. Torjerson

STATE OF Montana)

:SS

County of Glacier)

On this 13 day of July, 2018, before me personally appeared Eric L. Torjerson, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.



Annette D. Pruttis
(Notary Signature)

Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 30th day of August, 2019 by **WENRIK PROPERTIES, LLC** owner(s) of Unit **5B** of Baypoint Estates Condominium.

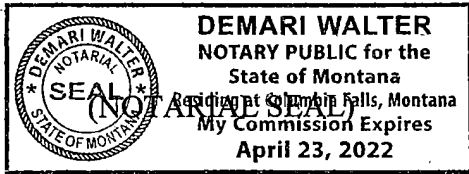
WENRIK PROPERTIES, LLC

By: Wendy Branstrom Dem Burt
Its: Members

STATE OF Montana)
County of Foothold) :SS

On this 30th day of August, 2019, before me personally appeared Wendy Branstrom and Erik Rubright known to me to be the person whose name is set forth above and acknowledged that he/she signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES in his/her capacity as Members of WENRIK PROPERTIES, LLC as his/her own free voluntary act and deed.

Demari Walter
(Notary Signature)



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

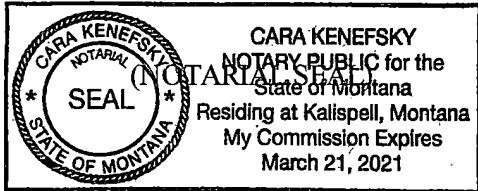
Signed this 5th day of July, 2018 by
Christopher Lindsay, owner(s) of Unit 5C of
Baypoint Estates Condominium.

[Signature]

STATE OF Montana)
County of Flathead) :SS

On this 5th day of July, 2018, before me personally appeared CHRISTOPHER LINDSAY, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

[Signature]
(Notary Signature)



Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

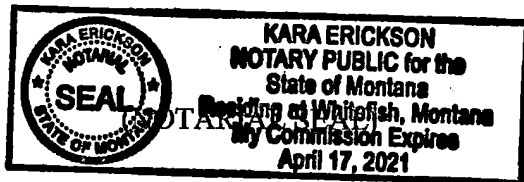
Signed this 20th day of SEPTEMBER, 2019 by **Kara Lee Cubbon and Colin Edward Cubbon** owner(s) of Unit **5D** of Baypoint Estates Condominium.

Kara Lee Cubbon
Kara Lee Cubbon

Colin Edward Cubbon
Colin Edward Cubbon

STATE OF Montana)
County of Flathead) :SS

On this 20th day of September, 2019, before me personally appeared **Kara Lee Cubbon and Colin Edward Cubbon**, known to me to be the persons whose names are set forth above and acknowledged that he/she/they signed the foregoing **SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES** as his/her/their own free voluntary act and deed.



Kara Erickson
(Notary Signature)

Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 6 day of November, 2019 by **Derek Logan** and **Glenna J. Logan** owner(s) of Unit **5D** of Baypoint Estates Condominium.



Derek Logan



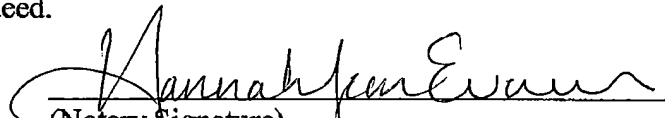
Glenna J. Logan

STATE OF Montana)

:SS

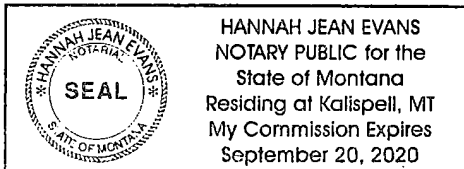
County of Flathead)

On this 6th day of November, 2019, before me personally appeared **Derek Logan** and **Glenna J. Logan**, known to me to be the persons whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.



(Notary Signature)

(NOTARIAL SEAL)



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 5th day of December, 2018 by
C.J. SMITH AND MONICA SMITH, owner(s) of Unit 14A of
Baypoint Estates Condominium. UP

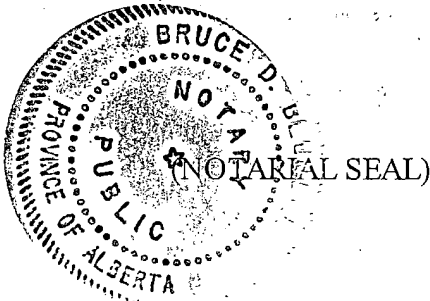
[Signature]
[Signature]

Province ^{BDB} Alberta)
BDB STATE OF)

County of Canada)

SS

On this 5th day of December, 2018, before me personally appeared C.J. Smith and Monica Smith known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.



Bruce D. Blumell
(Notary Signature)

Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 8 day of July, 2020 by **Jerry Davies and Susan Davies** owner(s) of Unit 14A of Baypoint Estates Condominium.

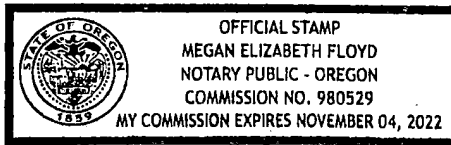
Jerry Davies
Jerry Davies
Susan Davies
Susan Davies

STATE OF Oregon)
County of Yamhill) :SS

On this 8th day of July, 2020, before me personally appeared **Jerry Davies and Susan Davies**, known to me to be the persons whose names are set forth above and acknowledged that they signed the foregoing **SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES** as their own free voluntary acts and deeds.

[Signature]
(Notary Signature)

(NOTARIAL SEAL)



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 29th day of JUNE, 2018 by
Montex Alter, LLC, Brian Alter, Manager owner(s) of Unit 14B of
Baypoint Estates Condominium.

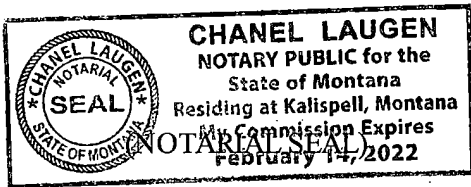


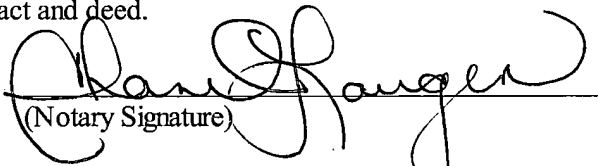
STATE OF Montana)

:SS

County of Flathead)

On this 29th day of June, 2018, before me personally appeared Brian Alter, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

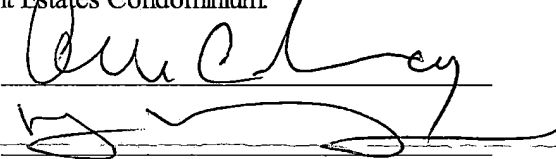



(Notary Signature)

6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 15th day of August, 2018 by
Allen Murray and Fiona Murray, owner(s) of Unit 14C of
Baypoint Estates Condominium.

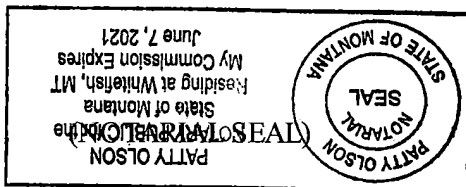


STATE OF MT)

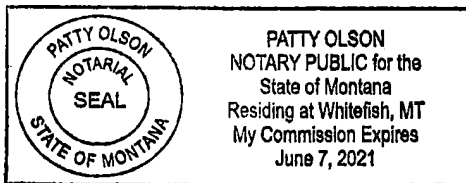
County of Flathead)

:SS

On this 15 day of August, 2018, before me personally appeared Allen + Fiona Murray, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.



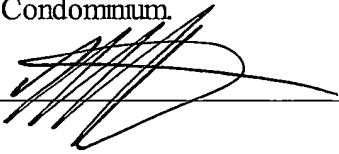
Patty Olson
(Notary Signature)



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 16 day of October, 2018 by
James Bartlett, owner(s) of Unit 14C ^{Down} of
Baypoint Estates Condominium.



Province of Alberta)
STATE OF _____)

County of Canada)

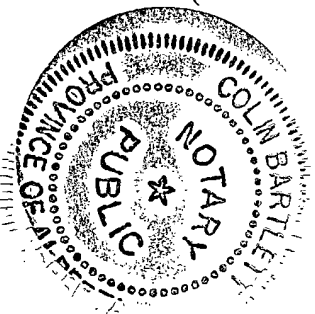
:SS

On this 16 day of October, 2018, before me personally appeared James Bartlett, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.



(Notary Signature)

(NOTARIAL SEAL)

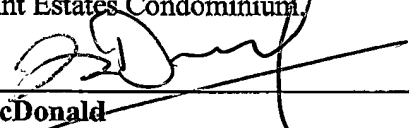


Colin Bartlett
Barrister & Solicitor

Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

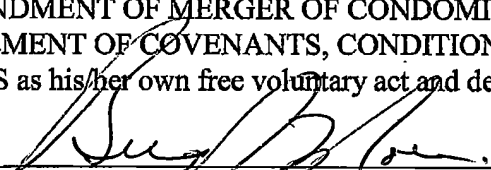
Signed this 28 day of August, 2019 by **Jim McDonald** owner(s) of Unit **14D** of Baypoint Estates Condominium.



Jim McDonald

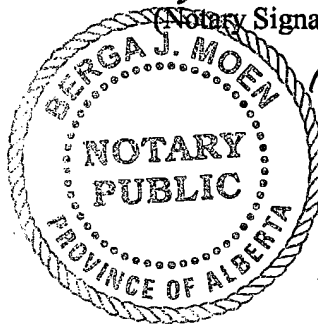
PROVINCE OF ALBERTA)
Country of CANADA) :SS

On this 28 day of August, 2019, before me personally appeared **Jim McDonald**, known to me to be the person whose name is set forth above and acknowledged that he signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her own free voluntary act and deed.



(Notary Signature)

(NOTARIAL SEAL)



BERGA J. MOEN
Barrister and Solicitor

Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

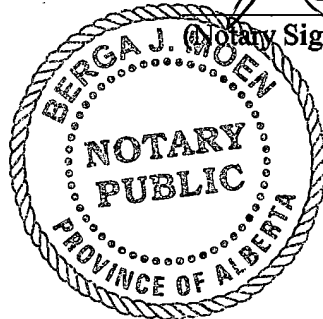
Signed this 23 day of August, 2019 by **Janette McDonald** owner(s) of Unit **14D** of Baypoint Estates Condominium.

Janette McDonald
Janette McDonald

PROVINCE OF ALBERTA)
Country of CANADA)
:SS

On this 23 day of August, 2019, before me personally appeared **Janette McDonald**, known to me to be the person whose name is set forth above and acknowledged that she signed the foregoing **SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES** as his/her own free voluntary act and deed.

(NOTARIAL SEAL)



(Notary Signature)

Berga J. Moen
BERGA J. MOEN
BARRISTER and SOLICITOR

Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

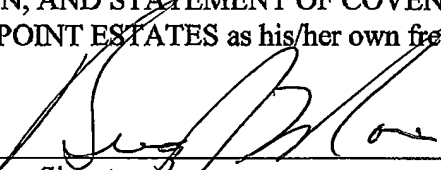
Signed this 27 day of August, 2019 by **Keith McDonald** owner(s) of Unit **14D** of Baypoint Estates Condominium.



Keith McDonald

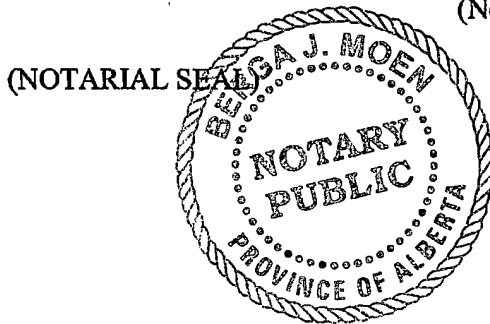
PROVINCE OF ALBERTA)
:SS
Country of CANADA)

On this 27 day of August, 2019, before me personally appeared **Keith McDonald**, known to me to be the person whose name is set forth above and acknowledged that he signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her own free voluntary act and deed.



(Notary Signature)

BERGA J. MOEN
BARRISTER and SOLICITOR



Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

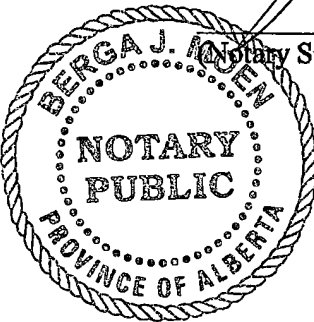
7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 23 day of August, 2019 by **Kathy Bates** owner(s) of Unit **14D** of Baypoint Estates Condominium.

Kathy Bates
Kathy Bates

PROVINCE OF Alberta)
:SS
Country of CANADA)

On this 23 day of August, 2019, before me personally appeared **Kathy Bates**, known to me to be the person whose name is set forth above and acknowledged that she signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her own free voluntary act and deed.


(NOTARIAL SEAL) 

Berga J. Moen
(Notary Signature)
BERGA J. MOEN
BARRISTER and SOLICITOR

6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 29 day of JUNE, 2018 by
GORDON McDONALD, owner(s) of Unit 140 of
Baypoint Estates Condominium.



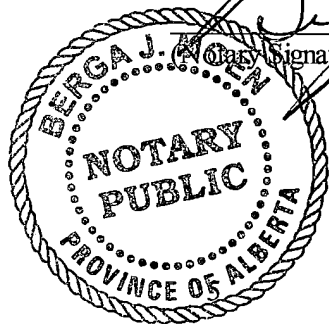
Province
STATE OF ALBERTA)

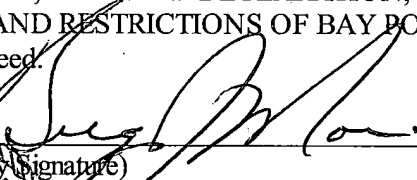
:SS

County of CANADA)

On this 29th day of JUNE, 2018, before me personally appeared GORDON McDONALD, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

(NOTARIAL SEAL)





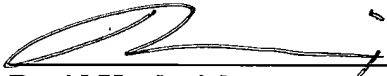
(Signature)

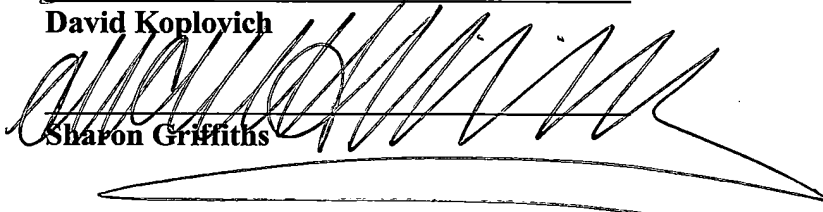
BERGA J. MOEN
Barrister and Solicitor

Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 6th day of NOVEMBER, 2019 by **David Koplovich** and **Sharon Griffiths** owner(s) of Unit 15A of Baypoint Estates Condominium.

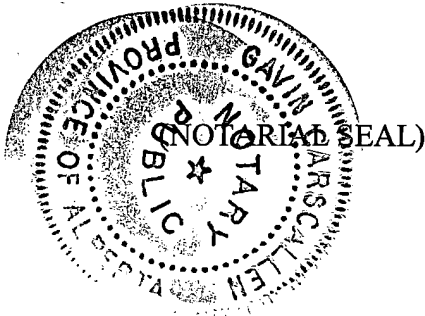



David Koplovich


Sharon Griffiths

PROVINCE OF ALBERTA GC)
STATE OF MONTANA)
CITY OF CALGARY GC) :SS
County of Flathead)

On this 6th day of NOVEMBER, 2019, before me personally appeared **David Koplovich** and **Sharon Griffiths**, known to me to be the persons whose names are set forth above and acknowledged that they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as their own free voluntary act and deed.





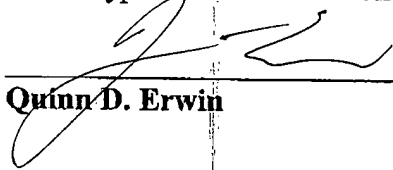
(Notary Signature)

Gavin Carscallen
Barrister & Solicitor

Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 10 day of September, 2019 by **Quinn D. Erwin** owner(s) of Unit **15B** of Baypoint Estates Condominium.



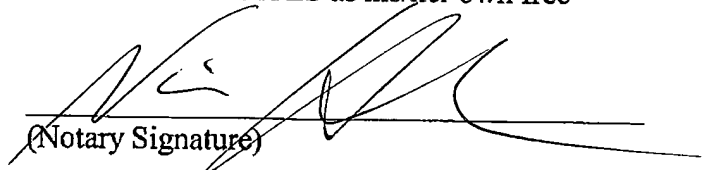
Quinn D. Erwin

STATE OF MONTANA)

:SS

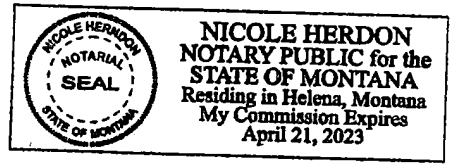
County of Lewis & Clark)

On this 10 day of September, 2019, before me personally appeared **Quinn D. Erwin**, known to me to be the person whose name is set forth above and acknowledged that he/she signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her own free voluntary act and deed.



(Notary Signature)

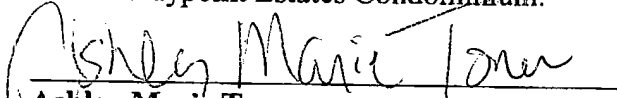
(NOTARIAL SEAL)



Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 4th day of December, 2019 by **Ashley Marie Toner** owner(s) of Unit **15B** of Baypoint Estates Condominium.

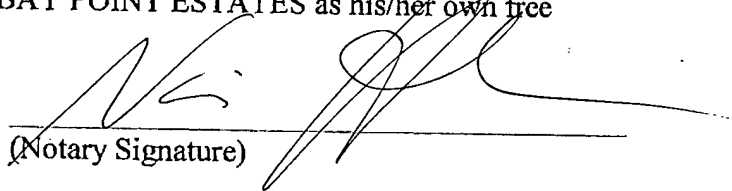

Ashley Marie Toner

STATE OF MONTANA)

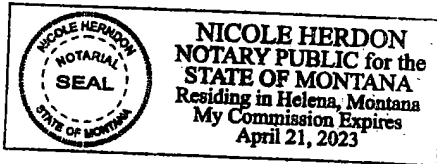
:SS

County of Lewis & Clark

On this 4 day of December, 2019, before me personally appeared **Ashley Marie Toner**, known to me to be the person whose name is set forth above and acknowledged that he/she signed the foregoing **SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES** as his/her own free voluntary act and deed.


(Notary Signature)

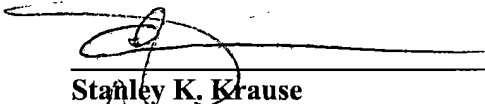
(NOTARIAL SEAL)

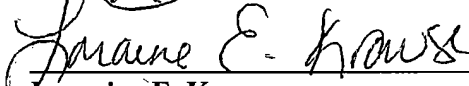


Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 16th day of April, 2020 by **Stanley K. Krause** and **Lorraine E. Krause** owner(s) of Unit 15C of Baypoint Estates Condominium.

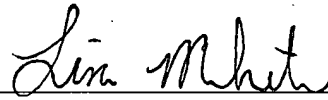


Stanley K. Krause


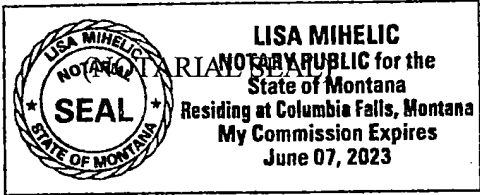
Lorraine E. Krause

STATE OF MT)
County of Flathead) :ss

On this 16th day of April, 2020, before me personally appeared **Stanley K. Krause** and **Lorraine E. Krause**, known to me to be the persons whose names are set forth above and acknowledged that they signed the foregoing **SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES** as their own free voluntary act and deed.



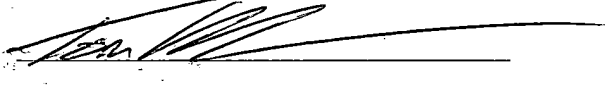
(Notary Signature)



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 11th day of OCTOBER, 2018 by THOMAS WHISENAND, owner(s) of Unit 150 of Baypoint Estates Condominium.

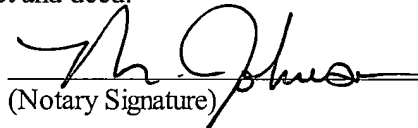


STATE OF Montana)

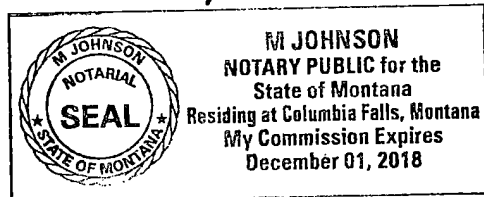
:SS

County of Flathead)

On this 11th day of October, 2018, before me personally appeared Thomas Whisenand, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.


(Notary Signature)

(NOTARIAL SEAL)



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 15th day of December, 2019 by **Marilyn A. Educate, Trustee of the Marilyn A. Educate Trust** owner(s) of Unit 16A of Baypoint Estates Condominium.

MARILYN A. EDUCATE TRUST

Marilyn A. Educate
Marilyn A. Educate, Trustee

STATE OF Illinois)

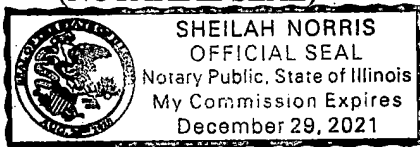
:SS

County of Cook)

On this 15th day of December, 2019, before me personally appeared **Marilyn A. Educate**, known to me to be the person whose name is set forth above and acknowledged that she signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as Trustee of the Marilyn A. Educate Trust as her own free voluntary act and deed.

Sheilah M. Norris
(Notary Signature)

(NOTARIAL SEAL)



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 9 day of July, 2020 by **Jason De Francesco and Kathleen De Francesco** owner(s) of Unit **16B** of Baypoint Estates Condominium.



Jason De Francesco



Kathleen De Francesco

STATE OF California)


:ss

County of Santa Cruz)

On this 9 day of July, 2020, before me personally appeared **Jason De Francesco and Kathleen De Francesco**, known to me to be the persons whose names are set forth above and acknowledged that they signed the foregoing **SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES** as their own free voluntary acts and deeds.



(NOTARIAL SEAL)



(Notary Signature)

6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

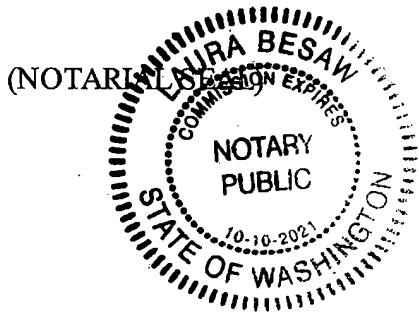
Signed this 6th day of October, 2018 by
Albert M. Liston, owner(s) of Unit 16^c of
Baypoint Estates Condominium.

Albert M. Liston
Albert M. Liston

STATE OF Washington)
County of King) :SS

On this 6 day of October, 2018, before me personally appeared Albert M. Liston, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

[Signature]
(Notary Signature)



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 29 day of July, 2018 by
MICHELLE ROBICHAUD, owner(s) of Unit 17A of
Baypoint Estates Condominium. Up and Down

Michelle Robichaud

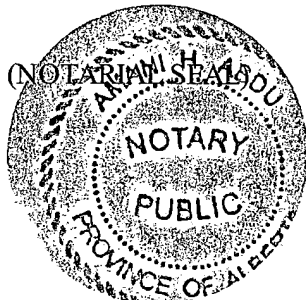
MICHELLE ROBICHAUD

Country Canada)
STATE OF Canada)
Province Alberta)
County of Alberta) :SS

On this 29 day of July, 2018, before me personally appeared Michelle Robichaud, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

[Signature]

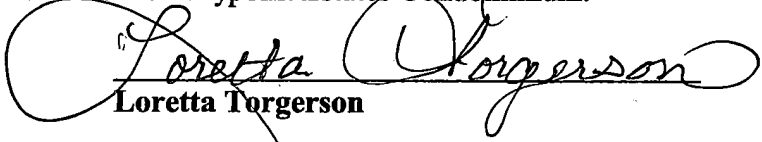
(Notary Signature)



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

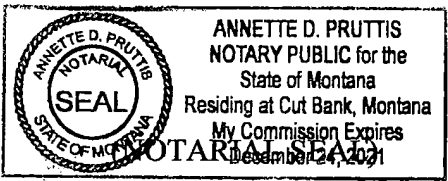
7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 19 day of November, 2019 by **Loretta Torgerson** owner of Unit **17B** of Baypoint Estates Condominium.


Loretta Torgerson

STATE OF MT)
County of Toole) :SS

On this 18 day of December, 2019, before me personally appeared **Loretta Torgerson**, known to me to be the person whose name is set forth above and acknowledged that she signed the foregoing **SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES** as her own free voluntary act and deed.




(Notary Signature)

6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 30th day of June, 2020 by Jason & Christina Schmidt owner(s) of Unit 17C of Baypoint Estates Condominium.

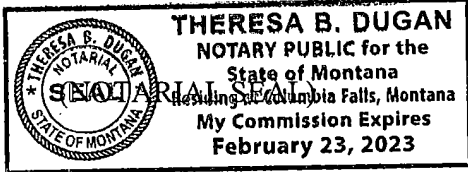
[Handwritten Signatures]

STATE OF MT)
County of Flathead :SS

On this 30th day of June, 2020, before me personally appeared Jason & Christina Schmidt, known to me to be the person whose name is set forth above and acknowledged that he/she signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her own free voluntary act and deed.

[Handwritten Signature: Theresa B. Dugan]

(Notary Signature)



Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 16 day of October, 2019 by **Bruce Groenenboom** owner(s) of Unit **17D** of Baypoint Estates Condominium.




Bruce Groenenboom

PROVINCE OF ALBERTA)

:ss

Country of CANADA)

On this 16 day of October, 2019, before me personally appeared **Bruce Groenenboom**, known to me to be the person whose name is set forth above and acknowledged that he/she signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her own free voluntary act and deed.



(Notary Signature)

(NOTARIAL SEAL)

DENNIS A. GROENENBOOM
COMMISSIONER FOR OATHS
MY COMMISSION EXPIRES
OCTOBER 11, 2021

Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 16 day of October, 2019 by **D. Blythe Groenenboom** owner(s) of Unit 17D of Baypoint Estates Condominium.

D. Blythe D
D. Blythe Groenenboom

PROVINCE OF ALBERTA)

:SS

Country of CANADA)

On this 16 day of October, 2019, before me personally appeared **D. Blythe Groenenboom**, known to me to be the person whose name is set forth above and acknowledged that he/she signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her own free voluntary act and deed.

DML
(Notary Signature)

(NOTARIAL SEAL)

DENNIS A. GROENENBOOM
COMMISSIONER FOR OATHS
MY COMMISSION EXPIRES
OCTOBER 11, 2021

6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

~~7. Except as expressly set forth herein, the Declaration and the First Amendment~~
shall remain in full force and effect in accordance with their terms.

Signed this 2nd day of July, 2018 by
Kinda Thurlow, owner(s) of Unit 18A of
Baypoint Estates Condominium.
Kinda Thurlow

STATE OF Montana)

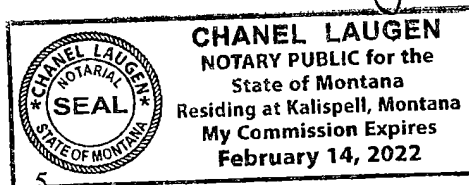
:SS

County of Flathead)

On this 2nd day of July, 2018, before me personally appeared Kinda Thurlow, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

Chanel Laugen
(Notary Signature)

(NOTARIAL SEAL)



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 29 day of NOVEMBER, 2018 by
ABIGAIL GROENENBOOM, owner(s) of Unit 18B of
Baypoint Estates Condominium.

Abigail Groenenboom

PROVINCE
STATE OF ALBERTA)

:SS

County of LETHBRIDGE)

On this 29 day of NOVEMBER, 2018, before me personally appeared ABIGAIL GROENENBOOM, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

L. Campbell
(Notary Signature)

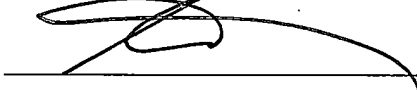
(NOTARIAL SEAL)

LORI D. CAMPBELL
COMMISSIONER FOR OATHS
MY COMMISSION EXPIRES
MARCH 10, 2020

6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 29 day of NOVEMBER, 2018 by
ERIK GROENENBOOM, owner(s) of Unit 18B of
Baypoint Estates Condominium.




PROVINCE
STATE OF ALBERTA)

:SS

County of LETHBRIDGE)

On this 29 day of NOVEMBER, 2018, before me personally appeared
ERIK GROENENBOOM, known to me to be the person(s) whose names
are set forth above and acknowledged that he/she/they signed the foregoing SECOND
AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND
STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT
ESTATES as his/her/their own free voluntary act and deed.



(Notary Signature)

(NOTARIAL SEAL)

LORI D. CAMPBELL
COMMISSIONER FOR OATHS
MY COMMISSION EXPIRES
MARCH 10, 2020

6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 29 day of NOVEMBER, 2018 by
CARLENE GROENENBOOM, owner(s) of Unit 18B of
Baypoint Estates Condominium.

C. Groenboom

PROVINCE
STATE OF ALBERTA)

:SS

County of LETHBRIDGE)

On this 29 day of NOVEMBER, 2018, before me personally appeared
CARLENE GROENENBOOM, known to me to be the person(s) whose names
are set forth above and acknowledged that he/she/they signed the foregoing SECOND
AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND
STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT
ESTATES as his/her/their own free voluntary act and deed.

L. Campbell
(Notary Signature)

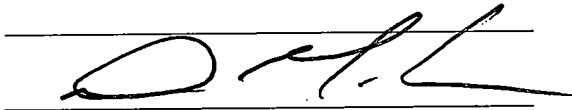
(NOTARIAL SEAL)

LORI D. CAMPBELL
COMMISSIONER FOR OATHS
MY COMMISSION EXPIRES
MARCH 10, 2020

6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 29 day of NOVEMBER, 2018 by
DENNIS GROENENBOOM, owner(s) of Unit 18B of
Baypoint Estates Condominium.

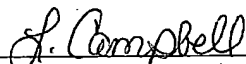


PROVINCE
STATE OF ALBERTA)

:SS

County of LETHBRIDGE)

On this 29 day of NOVEMBER, 2018, before me personally appeared DENNIS GROENENBOOM, known to me to be the person(s) whose names are set forth above and acknowledged, that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.


(Notary Signature)

(NOTARIAL SEAL)

LORI D. CAMPBELL
COMMISSIONER FOR OATHS
MY COMMISSION EXPIRES
MARCH 10, 2020

6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 29 day of NOVEMBER, 2018 by
JANE GROENENBOOM, owner(s) of Unit 18B of
Baypoint Estates Condominium.

Jane Groenenboom

PROVINCE
STATE OF ALBERTA)

:SS

County of LETHBRIDGE)

On this 29 day of NOVEMBER, 2018, before me personally appeared
JANE GROENENBOOM, known to me to be the person(s) whose names
are set forth above and acknowledged that he/she/they signed the foregoing SECOND
AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND
STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT
ESTATES as his/her/their own free voluntary act and deed.

L. Campbell
(Notary Signature)

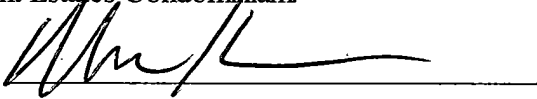
(NOTARIAL SEAL)

LORI D. CAMPBELL
COMMISSIONER FOR OATHS
MY COMMISSION EXPIRES
MARCH 10, 2020

6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 29 day of NOVEMBER, 2018 by
MARK GROENENBOOM, owner(s) of Unit 18B of
Baypoint Estates Condominium.



PROVINCE
STATE OF ALBERTA)

:SS

County of LETHBRIDGE)

On this 29 day of NOVEMBER, 2018, before me personally appeared MARK GROENENBOOM, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.


(Notary Signature)

(NOTARIAL SEAL)

LORI D. CAMPBELL
COMMISSIONER FOR OATHS
MY COMMISSION EXPIRES
MARCH 10, 2020

6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 31 day of October, 2018 by
Marissa Haraga, owner(s) of Unit 180 of
Baypoint Estates Condominium.

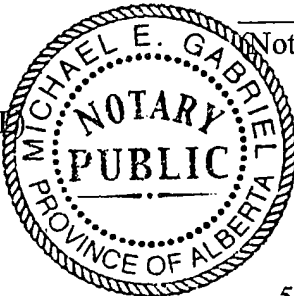
M Haraga

Province
STATE OF Alberta)

:SS

County of Lethbridge)

On this 31 day of October, 2018, before me personally appeared Marissa Haraga, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

(NOTARIAL SEAL)  (Notary Signature)

MICHAEL E. GABRIEL
BARRISTER & SOLICITOR

6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 29 day of JUNE, 2018 by
GORDON McDONALD, owner(s) of Unit 18C of
Baypoint Estates Condominium.

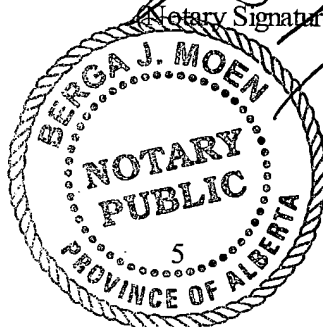
PROVINCE
STATE OF ALBERTA)

County of CANADA)

SS

On this 29th day of JUNE, 2018, before me personally appeared GORDON McDONALD, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

(NOTARIAL SEAL)



(Notary Signature)

BERGA J. MOEN
Barrister and Solicitor

Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 9 day of June, 2020 by **Clarence D. Wentz**, owner(s) of Unit **18D** of Baypoint Estates Condominium.

Clarence D. Wentz
Clarence D. Wentz

PROVINCE OF Alberta)
Town of Taber) :SS

On this 9th day of June, 2020, before me personally appeared **Clarence D. Wentz**, known to me to be the person whose name is set forth above and acknowledged that he signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his own free voluntary act and deed.

[Signature]
(Notary Signature)

(NOTARIAL SEAL)

MARK A. BALDRY
Barrister, Solicitor and Notary Public
in the Province of Alberta
Unlimited appointment by virtue of office
as a member of the Law Society of Alberta

MARK A. BALDRY
Barrister, Solicitor and Notary Public
in the Province of Alberta
Unlimited appointment by virtue of office
as a member of the Law Society of Alberta

6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

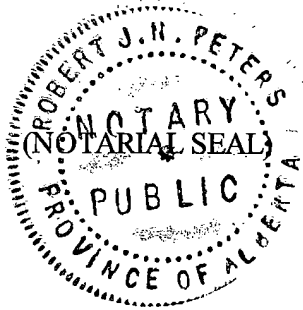
Signed this 13th day of JUNE, 2018 by
HELEN WENTZ, owner(s) of Unit 18D of
Baypoint Estates Condominium.

Helen Wentz

PROVINCE
STATE OF ALBERTA)

TOWN
County of TABER) SS

On this 13 day of JUNE, 2018, before me personally appeared HELEN WENTZ, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.



Robert J. N. Peters
(Notary Signature)

ROBERT J. N. PETERS
Barrister, Solicitor and Notary Public
in the Province of Alberta
Unlimited appointment by virtue of office
as a member of the Law Society of Alberta

6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 7th day of July, 2020 by **Donna L. Dugan, Trustee of the James L. and Donna L. Dugan Revocable Trust, dated October 26, 2006** owner of Unit **18D** of Baypoint Estates Condominium.

Donna L. Dugan
Donna L. Dugan,
Trustee

STATE OF _____)

:SS

County of _____)

On this _____ day of _____, 2020, before me personally appeared **Donna L. Dugan**, known to me to be the person whose name is set forth above and acknowledged that she signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES in her capacity as Trustee of the James L. And Donna L. Dugan Revocable Trust, dated October 26, 2006, as her own free voluntary act and deed.

Donna L. Dugan
(Notary Signature)

Please see notary attachment

(NOTARIAL SEAL)

California All-Purpose Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

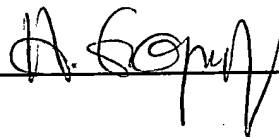
State of California

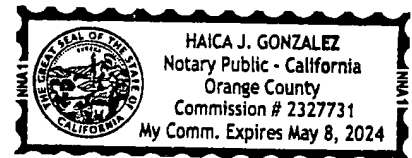
County of Orange

On 07/07/20 before me, Haica J. Gonzalez, notary public, personally appeared ***Donna L. Dugan***, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Optional

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal of this reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Second Amendment Of Merger Of Condominiums Of Bay Point Estates
Document Date: July 7, 2020 # of Pages: 1
Signer(s) Other Than Named Above: _____

California All-Purpose Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

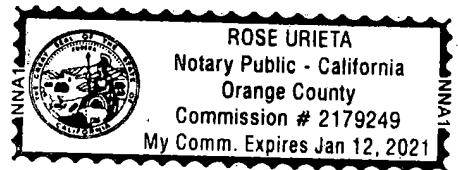
County of Orange

On 10/22/18 before me, Rose Urieta, notary public, personally appeared ***Donna Lee Dugan***, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Optional

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal of this reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Second Amendment Of Merger Of Condominiums, Amended Declaration, & Statement Of Covenants, Conditions

Document Date: October 22, 2018 # of Pages: 5

Signer(s) Other Than Named Above: _____

Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 9 day of June, 2020 by **Virgil R. Chamberlain and Debra M. Chamberlain, Trustees of the Chamberlain Living Trust dated August 15, 2012,** owner(s) of Unit 19A of Baypoint Estates Condominium.

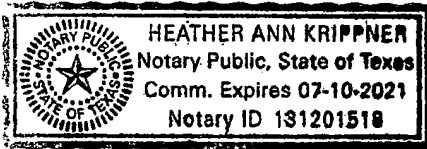
Virgil R. Chamberlain
Virgil R. Chamberlain
Trustee
Debra M. Chamberlain
Debra M. Chamberlain
Trustee

STATE OF Texas)
County of Harris) :SS

On this 9 day of June, 2020, before me personally appeared **Virgil R. Chamberlain and Debra M. Chamberlain**, known to me to be the persons whose names are set forth above and acknowledged that they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES in their capacity as Trustees of the Chamberlain Living Trust dated August 15, 2012 as their own free voluntary act and deed.

Heather Krippner
(Notary Signature)

(NOTARIAL SEAL)



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 6 day of July, 2018 by
Wendy Spivak Dave Spivak, owner(s) of Unit 19B of
Baypoint Estates Condominium.

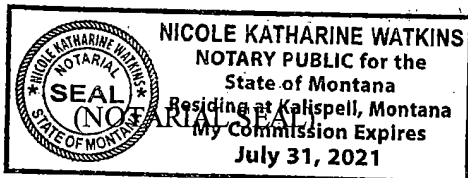
[Handwritten Signature]

STATE OF Montana)

:SS

County of Flathead)

On this 6th day of June, 2018, before me personally appeared Wendy Spivak & David Spivak, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.



[Handwritten Signature]
(Notary Signature)

Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 30 day of AUGUST, 2019 by **Phillip Fischer and Sandra Fischer** owner(s) of Unit 19C of Baypoint Estates Condominium.

Phillip Fischer

Phillip Fischer
PHILIP
P.F.F.
Sandra Fischer

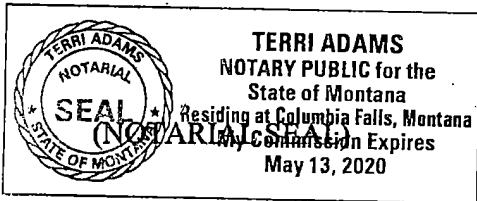
Sandra Fischer

STATE OF MONTANA)
County of Flathead) :SS

On this 30 day of August, 2019, before me personally appeared **Phillip Fischer and Sandra Fischer**, known to me to be the persons whose names are set forth above and acknowledged that they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as their own free voluntary act and deed.

Terri Adams

(Notary Signature)



6. If, in the future, any Unit Owner wishes to split his or her condominium unit that is not split herein into Up and Down portions, said Unit Owner can effectuate such split under the same terms and conditions as set forth herein by recording another amendment to the Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 29 day of November, 2018 by _____, owner(s) of Unit 190 of Baypoint Estates Condominium.

[Signature]

Province of ALBERTA)
STATE OF ALBERTA)
County of LETHBRIDGE COUNTY :SS

On this 29 day of NOVEMBER, 2018, before me personally appeared JAMES GROENENBOOM, known to me to be the person(s) whose names are set forth above and acknowledged that he/she/they signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his/her/their own free voluntary act and deed.

[Signature]
(Notary Signature)

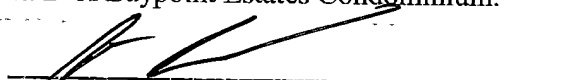
(NOTARIAL SEAL)

DENNIS A. GROENENBOOM
COMMISSIONER FOR OATHS
MY COMMISSION EXPIRES
OCTOBER 11, 2021

Declaration. Any further amendment made for the purpose of splitting a condominium unit into Up and Down portions under the same terms and conditions as set forth herein shall not require the consent of any other Unit Owner.

7. Except as expressly set forth herein, the Declaration and the First Amendment shall remain in full force and effect in accordance with their terms.

Signed this 30 day of June, 2020 by **Bruce Groenenboom** owner(s) of Unit **19D** of Baypoint Estates Condominium.



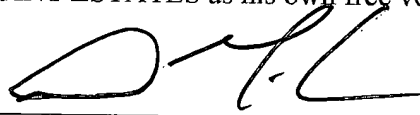
Bruce Groenenboom

PROVINCE OF ALBERTA)

:SS

Town of LETHBRIDGE)

On this 30 day of JUNE, 2020, before me personally appeared **Bruce Groenenboom**, known to me to be the person whose name is set forth above and acknowledged that he signed the foregoing SECOND AMENDMENT OF MERGER OF CONDOMINIUMS, AMENDED DECLARATION, AND STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY POINT ESTATES as his own free voluntary act and deed.



(Notary Signature)

(NOTARIAL SEAL)

DENNIS A. GROENENBOOM
COMMISSIONER FOR OATHS
MY COMMISSION EXPIRES
OCTOBER 11, 2021



202000022395
Page: 78 of 111
Fees: \$770.00
8/6/2020 9:19 AM

EXHIBIT "A"

EXHIBIT "A"

A tract of land situated, lying and being in Government lot Three (3) of Section Twenty-five (25), Township Thirty-one (31) North, Range Twenty-two (22) West, P.M.M., Flathead County, Montana, and more particularly described as follows to wit:

Commencing at the NE corner of Deed Exhibit No. 525/95, records of the Clerk and Recorder's Office of Flathead County, Montana; thence N 89° 58' 00" W along the North boundary of said Deed Exhibit, 65.83 feet to a set iron pin which is the true point of beginning of the tract of land herein described; thence S 03° 15' 30" W, 60.24 feet to a set iron pin; thence S 13° 55' 48" W, 32.08 feet to a set iron pin; thence S 20° 55' 25" W, 101.53 feet to a set iron pin; thence N 81° 22' 59" W, 39.71 feet to a set iron pin; thence S 61° 46' 22" W, 75.84 feet to a set iron pin; thence S 31° 53' 06" E, 64.46 feet to a set iron pin; thence S 12° 34' 28" W 86.92 feet to a set iron pin; thence S 49° 12' 05" E, 70.90 feet to a set iron pin; thence S 69° 44' 57" E, 104.11 feet to a set iron pin; thence S 86° 54' 55" E, 104.92 feet to a set iron pin; thence S 07° 15' 34" W, 87.67 feet to a set iron pin which is a point on a 390.00 foot radius curve concave Northeasterly (having a radial bearing of N 04° 33' 10" W); thence Northwesterly through a central angle of 48° 03' 30" an arc length of 327.12 feet to a set iron pin; thence S 47° 08' 43" W, 61.93 feet to a set iron pin; thence S 68° 46' 29" W, 46.83 feet to a set iron pin; thence S 32° 57' 15" W, 12.76 feet to a set iron pin; thence S 72° 02' 08" W, 213.66 feet to a set iron pin; thence S 87° 38' 52" W, 23.31 feet to a found iron pin on the high water mark of Whitefish Lake; thence along said high water mark the following four (4) courses and distances; N 16° 30' 00" W, 90.00 feet; N 04° 03' 00" W, 187.40 feet; N 16° 01' 00" E, 179.75 feet; N 22° 30' 00" E, 125.10 feet to a found iron pin on the North boundary of said Deed Exhibit 525/95; thence leaving said high water mark and along said North boundary S 89° 58' 00" E, 165.72 feet to a set iron pin; thence leaving said North boundary S 18° 11' 49" E, 159.27 feet to a set iron pin; thence S 00° 51' 19" W, 46.94 feet to a set iron pin; thence S 36° 00' 27" W, 115.26 feet to a set iron pin; thence S 13° 03' 56" E, 45.27 feet to a set iron pin which is the P.C. of a 10.00 foot radius curve concave Northerly; thence Southeasterly and Northeasterly through a central angle of 147° 45' 28" an arc length of 25.79 feet to a set iron pin, the P.T. of said curve; thence

N 19° 10' 36" E, 33.26 feet to a set iron pin; thence
N 23° 34' 23" E, 39.19 feet to a set iron pin; thence
N 40° 18' 23" E, 38.82 feet to a set iron pin; thence
N 31° 18' 18" E, 44.26 feet to a set iron pin; thence
N 43° 35' 49" E, 40.84 feet to a set iron pin; thence
N 19° 25' 27" E, 70.32 feet to a set iron pin which is the
P.C. of a 150.00 foot radius curve concave Southeasterly;
thence Northeasterly through a central angle of 38° 55' 29"
an arc length of 101.90 feet to a set iron pin, the P.T.
of said curve; thence N 58° 20' 56" E, 53.35 feet to
a set iron pin on said North boundary of said Deed Exhibit
No. 525/95; thence S 89° 58' 00" E along said North boundary
45.78 feet to the place of beginning and containing 4.891 acres
of land more or less. Subject to and together with all
existing easements of record.

Correction Survey #5882 ✓

AND

A tract of land situated, lying and being in Government Lot 3 of Section 25,
Township 31 North, Range 22 West, M.P.M., Flathead County, Montana,
described as follows:

Commencing at the Northeast corner of a tract of land described in Deed Exhibit
in Book 525, Page 95, records of Flathead County, Montana; thence North
89°58'00" West and along the North boundary of the said tract of land (Deed
Exhibit Book 525, Page 95); a distance of 65.83 feet to a found iron pin; thence
South 03°15'30" West 60.24 feet to a found iron pin; thence South 13°55'48"
West 32.08 feet to a found iron pin; thence South 20°55'25" West 69.81 feet to
a set iron pin which is the true point of beginning of the tract of land herein
described; thence

South 31°05'53" East 40.29 feet to a set iron pin; thence
South 06°02'00" East 121.42 feet to a set iron pin; thence
South 83°58'00" West 129.83 feet to a set iron pin; thence
North 12°34'28" East 55.95 feet to a found iron pin; thence
North 31°53'06" West 64.46 feet to a found iron pin; thence
North 61°46'22" East 75.84 feet to a found iron pin; thence
South 81°22'59" East 39.71 feet to a found iron pin; thence
North 20°55'25" East 31.72 feet to the place of beginning and containing 0.381
acres of land.

Subject to and together with all existing easements of record.

CERTIFICATE OF SURVEY NO. 7808.



202000022395
Page: 81 of 111
Fees: \$770.00
8/6/2020 9:19 AM

EXHIBIT "B"

SQUARE FOOTAGE OF EACH UNIT

<u>Unit:</u>	<u>Square Feet:</u>
1A	1,220
1B	1,236
1C	1,266
1D	1,217
2A	1,220
2B	1,236
2C	1,266
2D	1,217
3A	1,220
3B	1,266
3C	1,266
3D	1,217
4A	1,220
4B	1,236
4C	1,266
4D	1,217
5A	1,220
5B	1,236
5C	1,266
5D	1,217
14A	1,220
14B	1,236
14C	1,266
14D	1,217
15A	1,220
15B	1,236
15C	1,266
15D	1,217
16A	1,220
16B	1,236
16C	1,266
16D	1,217

17A	1,220
17B	1,236
17C	1,266
17D	1,217
18A	1,220
18B	1,236
18C	1,266
18D	1,217
19A	1,360
19B	1,325
19C	1,310
19D	1,360

SQUARE FOOTAGE OF COMMON AREAS

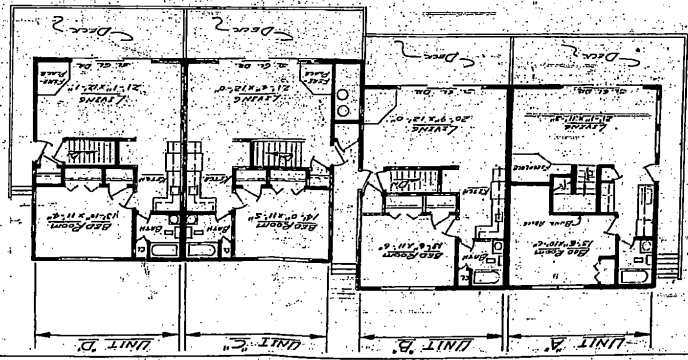
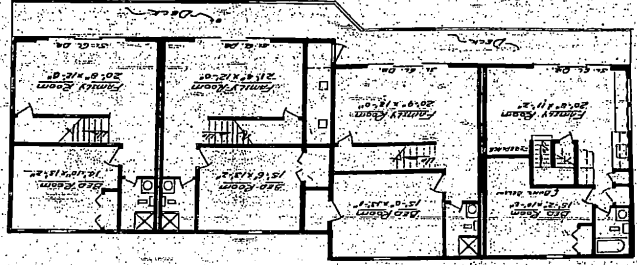
<u>Building:</u>	<u>Area:</u>	<u>Square Feet:</u>
1	Center Entrance Upper Level	65
	Mechanical Room Upper Level	60
	Mechanical Room Lower Level	60
2	Center Entrance Upper Level	65
	Mechanical Room Upper Level	60
	Mechanical Room Lower Level	60
3	Center Entrance Upper Level	65
	Mechanical Room Lower Level	90
4	Center Entrance Upper Level	65
	Mechanical Room Upper Level	60
	Mechanical Room Lower Level	60
5	Center Entrance Upper Level	65
	Mechanical Room Upper Level	60
	Mechanical Room Lower Level	60
14	Center Entrance Upper Level	65
	Mechanical Room Upper Level	60
	Mechanical Room Lower Level	60

15	Center Entrance Upper Level	65
	Mechanical Room Upper Level	60
	Mechanical Room Lower Level	60
16	Center Entrance Upper Level	65
	Mechanical Room Upper Level	60
	Mechanical Room Lower Level	60
17	Center Entrance Upper Level	65
	Mechanical Room Upper Level	60
	Mechanical Room Lower Level	60
18	Center Entrance Upper Level	65
	Mechanical Room Upper Level	60
	Mechanical Room Lower Level	60
19	Center Entrance Upper Level	65
	Mechanical Room Lower Level	140

20200002395
Page 05 of 111

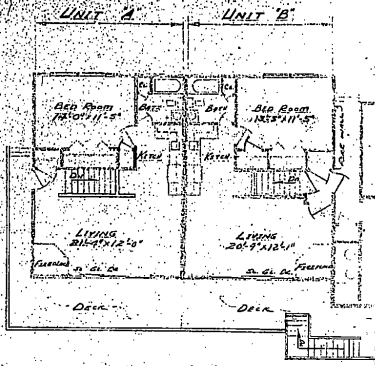
UNIT POINTS ESTIMATES No. 2

UNIT	NO.	AREA	POINTS
1	1	100	100
2	2	100	100
3	3	100	100
4	4	100	100
5	5	100	100
6	6	100	100
7	7	100	100
8	8	100	100
9	9	100	100
10	10	100	100
11	11	100	100
12	12	100	100
13	13	100	100
14	14	100	100
15	15	100	100
16	16	100	100
17	17	100	100
18	18	100	100
19	19	100	100
20	20	100	100
21	21	100	100
22	22	100	100
23	23	100	100
24	24	100	100
25	25	100	100
26	26	100	100
27	27	100	100
28	28	100	100
29	29	100	100
30	30	100	100
31	31	100	100
32	32	100	100
33	33	100	100
34	34	100	100
35	35	100	100
36	36	100	100
37	37	100	100
38	38	100	100
39	39	100	100
40	40	100	100
41	41	100	100
42	42	100	100
43	43	100	100
44	44	100	100
45	45	100	100
46	46	100	100
47	47	100	100
48	48	100	100
49	49	100	100
50	50	100	100
51	51	100	100
52	52	100	100
53	53	100	100
54	54	100	100
55	55	100	100
56	56	100	100
57	57	100	100
58	58	100	100
59	59	100	100
60	60	100	100
61	61	100	100
62	62	100	100
63	63	100	100
64	64	100	100
65	65	100	100
66	66	100	100
67	67	100	100
68	68	100	100
69	69	100	100
70	70	100	100
71	71	100	100
72	72	100	100
73	73	100	100
74	74	100	100
75	75	100	100
76	76	100	100
77	77	100	100
78	78	100	100
79	79	100	100
80	80	100	100
81	81	100	100
82	82	100	100
83	83	100	100
84	84	100	100
85	85	100	100
86	86	100	100
87	87	100	100
88	88	100	100
89	89	100	100
90	90	100	100
91	91	100	100
92	92	100	100
93	93	100	100
94	94	100	100
95	95	100	100
96	96	100	100
97	97	100	100
98	98	100	100
99	99	100	100
100	100	100	100

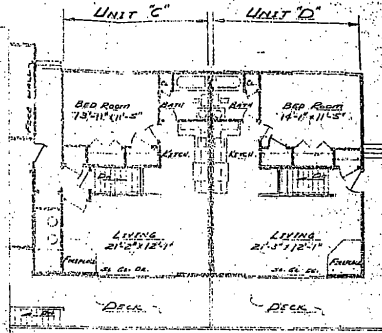


M-150

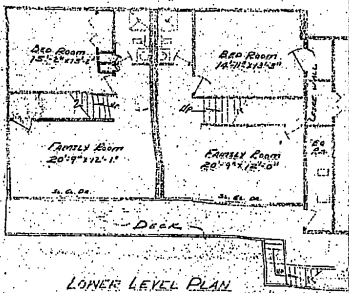
58 17



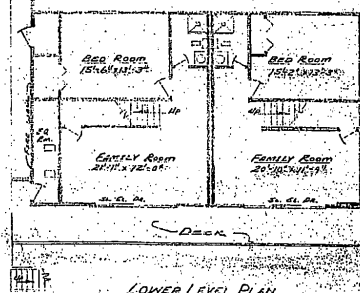
UPPER LEVEL PLAN
18' x 21'-0"
FL. ELEV. 3022.99'



UPPER LEVEL PLAN
18' x 21'-0"
FL. ELEV. 3022.99'



LOWER LEVEL PLAN
18' x 21'-0"
FL. ELEV. 3019.81'



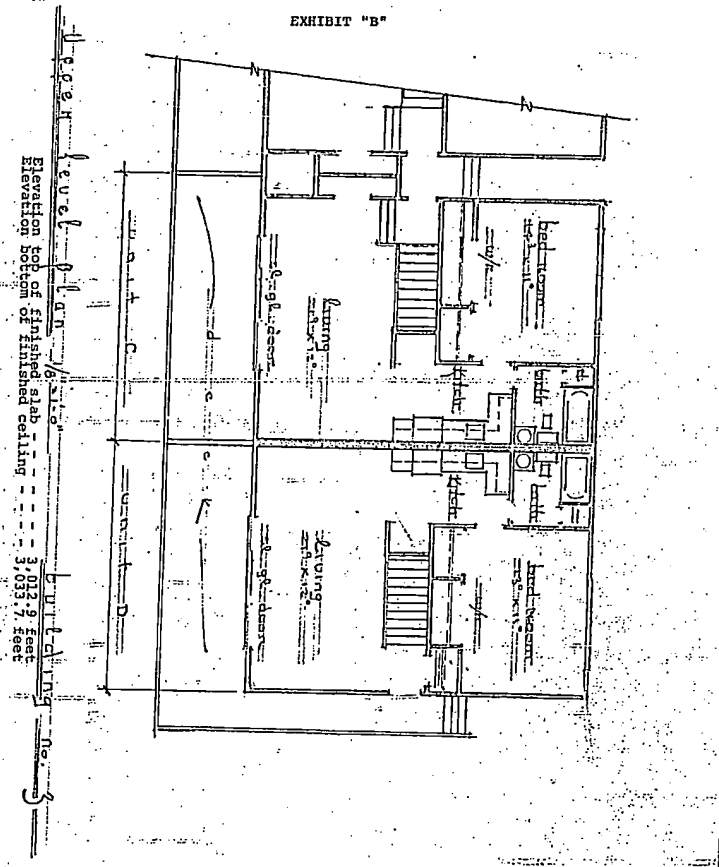
LOWER LEVEL PLAN
18' x 21'-0"
FL. ELEV. 3019.81'

REVISIONS		BY POINT ESTIMATES INC.	
NO.	DATE	DESCRIPTION	BY
1	08/20/03	WALKWAYS	WALKWAYS
2	08/20/03	WALKWAYS	WALKWAYS
3	08/20/03	WALKWAYS	WALKWAYS
4	08/20/03	WALKWAYS	WALKWAYS
5	08/20/03	WALKWAYS	WALKWAYS
6	08/20/03	WALKWAYS	WALKWAYS
7	08/20/03	WALKWAYS	WALKWAYS
8	08/20/03	WALKWAYS	WALKWAYS
9	08/20/03	WALKWAYS	WALKWAYS
10	08/20/03	WALKWAYS	WALKWAYS

MISC.

BOOK 543 PAGE 74

EXHIBIT "B"

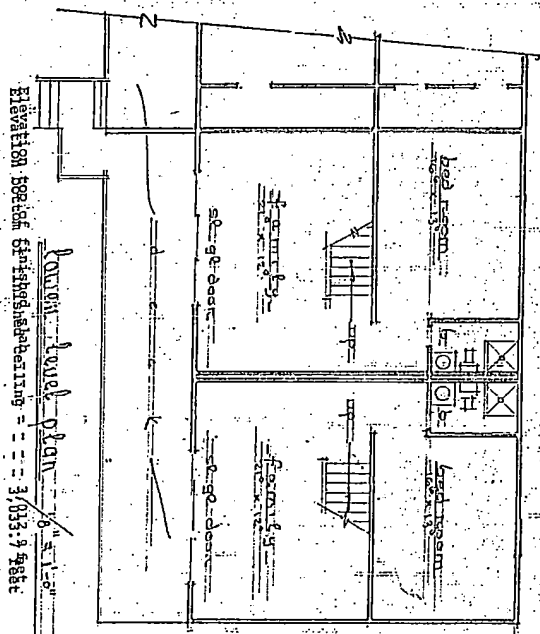


2

MISC.

BOOK 543 PAGE 75

EXHIBIT "B"



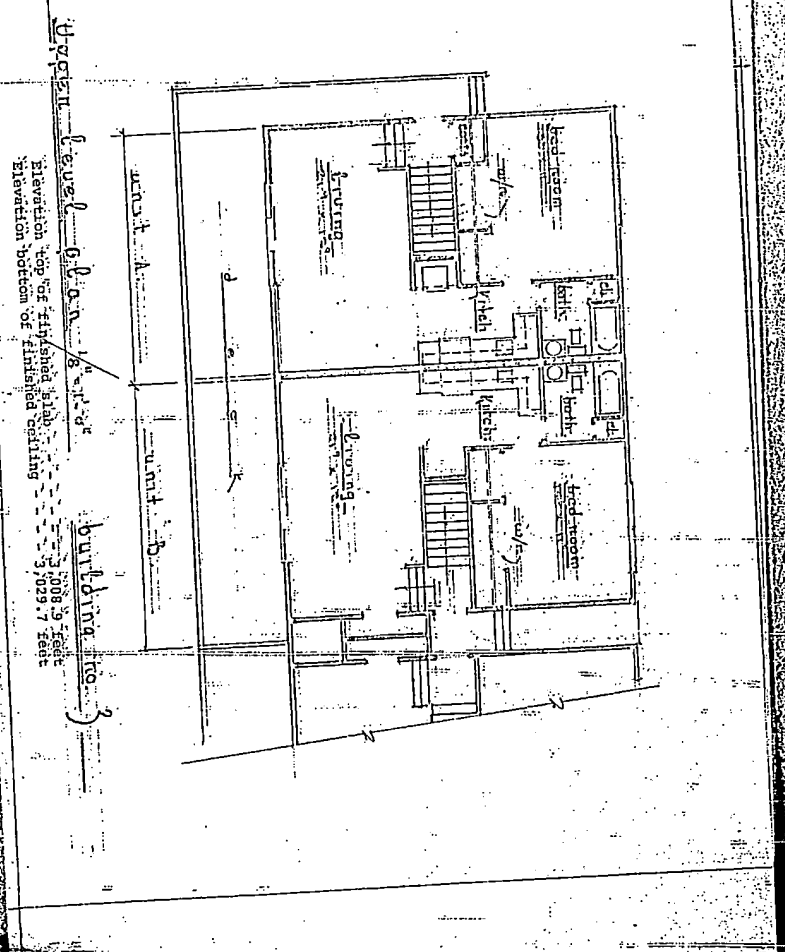
POWELL FLOOR PLAN
ELEVATION SPECIFIC TO FINISH SHEETING - 3/23/98



202000022395
Page: 88 of 111
Fees: \$770.00
8/6/2020 9:19 AM

MISC.

BOOK 543 PAGE 76
EXHIBIT "B"



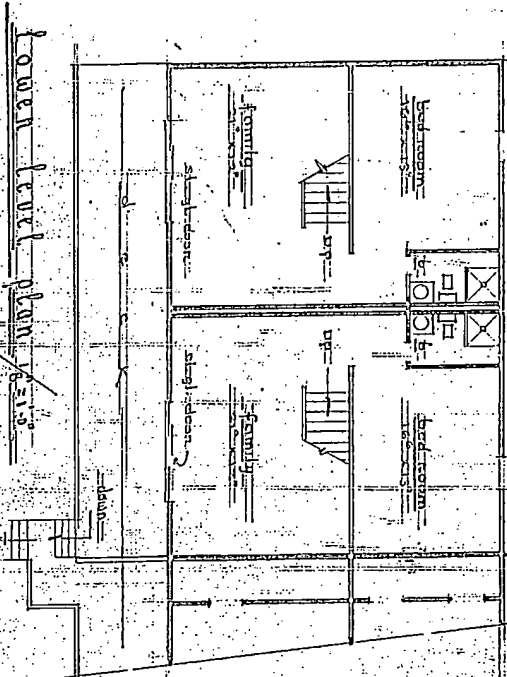
Z02000022395
Page: 89 of 111
Fees: \$770.00
8/6/2020 9:19 AM

MISC.

BOOK 543 PAGE 77

EXHIBIT "B"

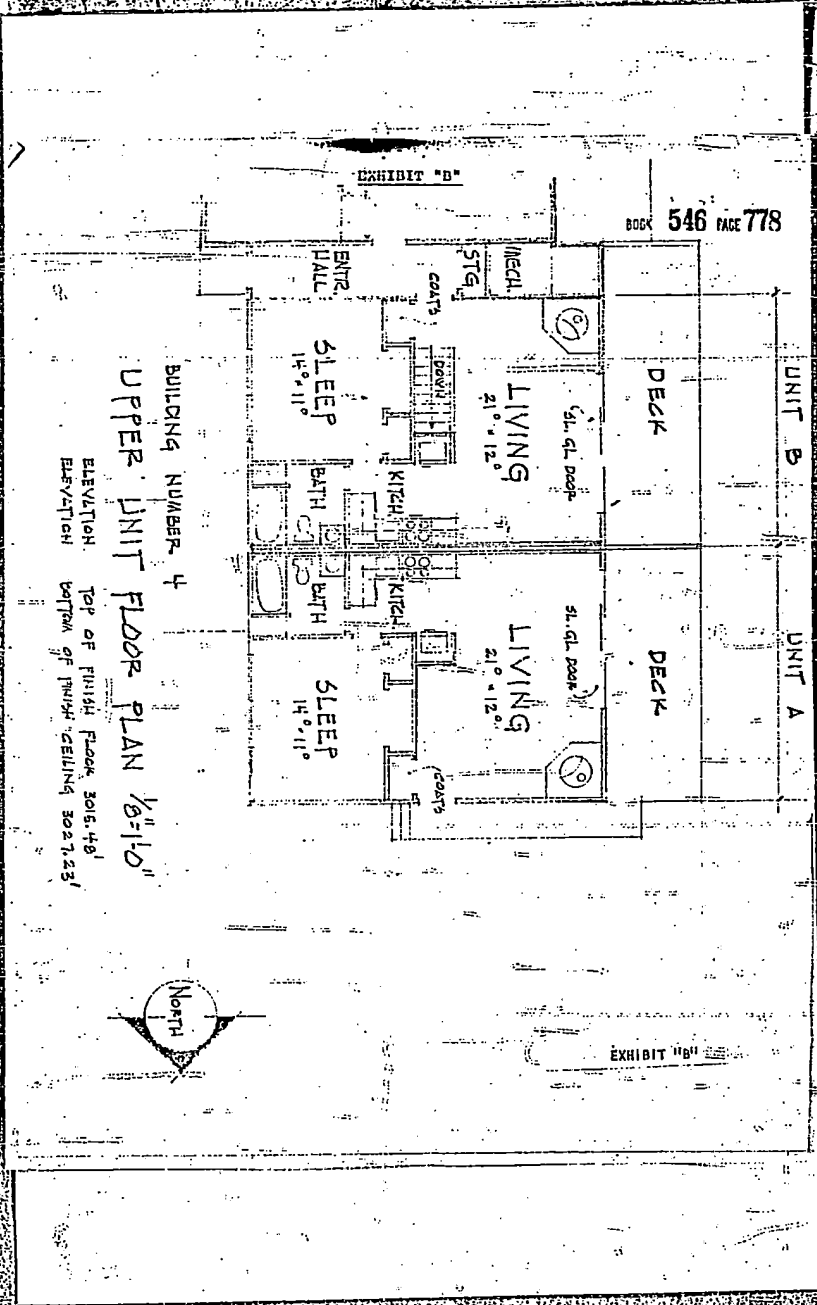
Elevation top of finished slab - - - - - 31098.9 feet
Elevation bottom of finished ceiling - - - - - 31029.7 feet



202000022395
Page: 90 of 111
Fees: \$770.00
8/6/2020 9:19 AM



MISC.



BUILDING NUMBER 4
 UPPER UNIT FLOOR PLAN 1/8"=1'-0"
 ELEVATION: TOP OF FINISH FLOOR 3015.48'
 ELEVATION: BOTTOM OF FINISH CEILING 3027.23'



MISC.

EXHIBIT "B"

546 MAX 777

BUILDING NUMBER 4
LOWER UNIT FLOOR PLAN

ELEVATION Top of Finish Floor and 3006.00'
ELEVATION Bottom of Finish Ceiling 3015.40'

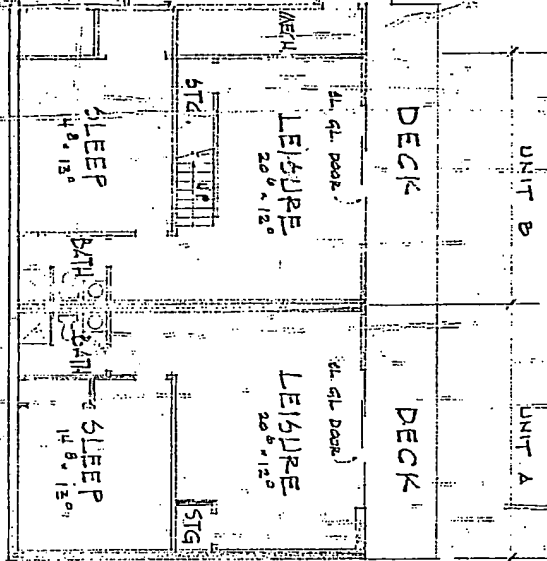


EXHIBIT "B"

202000022395
Page: 92 of 111
Fees: \$770.00
8/6/2020 9:19 AM



MISC.

EXHIBIT "3"

BOOK 546 PAGE 779

BUILDING NUMBER 4
UPPER UNIT FLOOR PLAN 1/8-1-0"
ELEVATION TOP OF FINISH FLOOR 301.5'±8'
ELEVATION BOTTOM OF FINISH CEILING 302.7'±5'

UNIT D UNIT C

DECK DECK

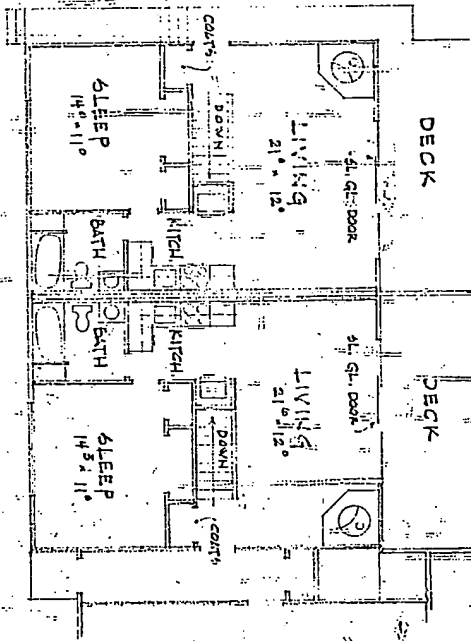


EXHIBIT "B"

202000022395
Page: 93 of 111
Fees: \$770.00
8/6/2020 9:19 AM

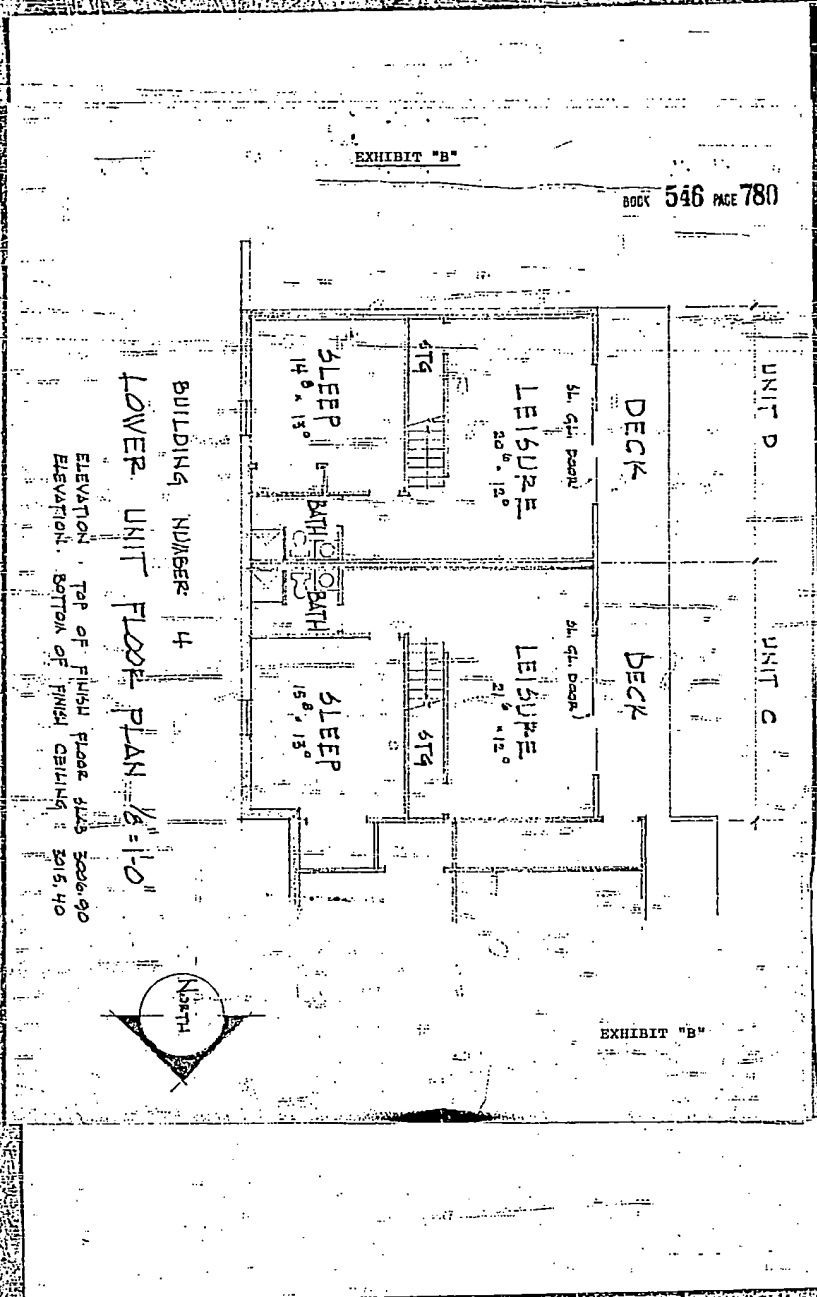


MISC.

EXHIBIT "B"

BOOK 546 PAGE 780

BUILDING NUMBER: 4
 LOWER UNIT FLOOR PLAN 1/8" = 1'-0"
 ELEVATION: TOP OF FINISH FLOOR SLAB 3006.90
 ELEVATION: BOTTOM OF FINISH CEILING 3015.40

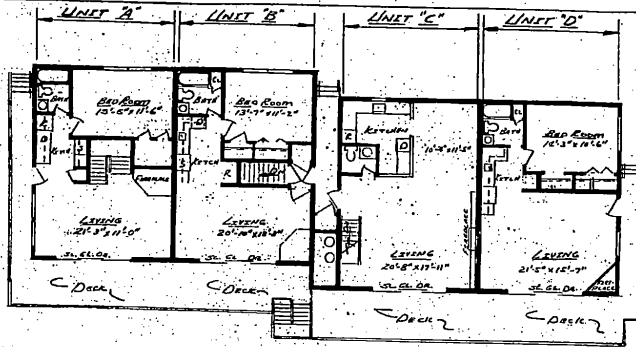


202000022395
 Page: 94 of 111
 Fees: \$770.00
 8/6/2020 9:19 AM

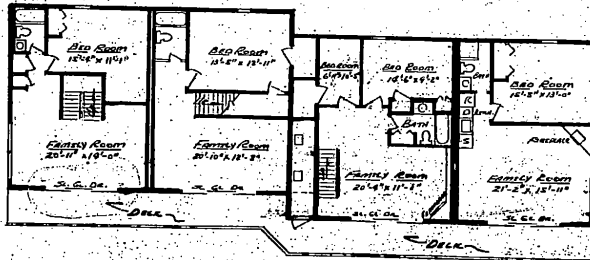
202000022395
 Page: 95 of 111
 Fees: \$770.00
 8/6/2020 9:19 AM

MISC:

lot 015 lot 792



UPPER LEVEL PLAN
 1/8" = 1'-0"
 PL ELEV. 3019.55



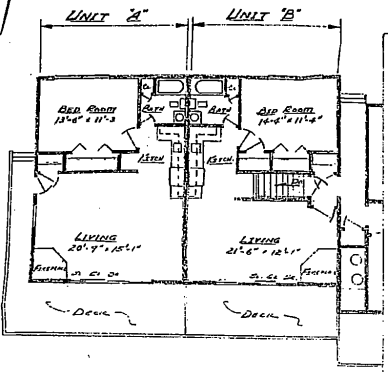
LOWER LEVEL PLAN
 1/8" = 1'-0"
 PL ELEV. 3005.95

BY: [Signature] & JAMES DE
 ARCH. No. 23368
 FOR: BASS STREET

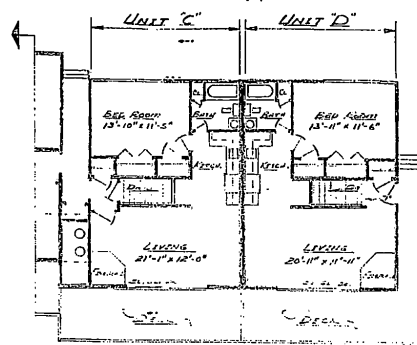
DAY POINT ESTATES No. 5	
MONTGOMERY, MONTANA	
T.O.S.	5-6-79
	100

202000022305
 Page: 96 of 111
 Fees: \$770.00
 8/6/2020 9:19 AM

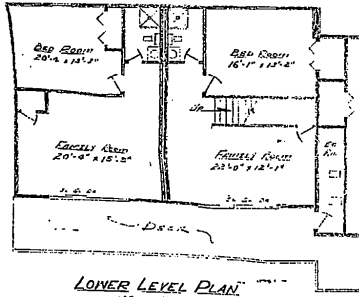
MISC.



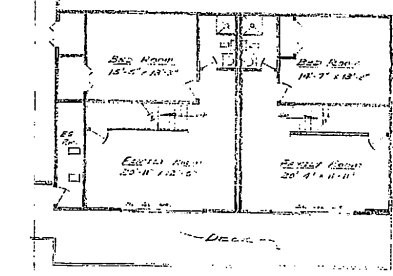
UPPER LEVEL PLAN
 1/8" = 1'-0"
 EL. REF. 3024.30'



UPPER LEVEL PLAN
 1/8" = 1'-0"
 EL. REF. 3024.30'



LOWER LEVEL PLAN
 1/8" = 1'-0"
 EL. REF. 3025.70'



LOWER LEVEL PLAN
 1/8" = 1'-0"
 EL. REF. 3025.70'

THOMAS A. JACOB, JR.
 CIVIL ENGINEER
 1000 RUSSELL STREET

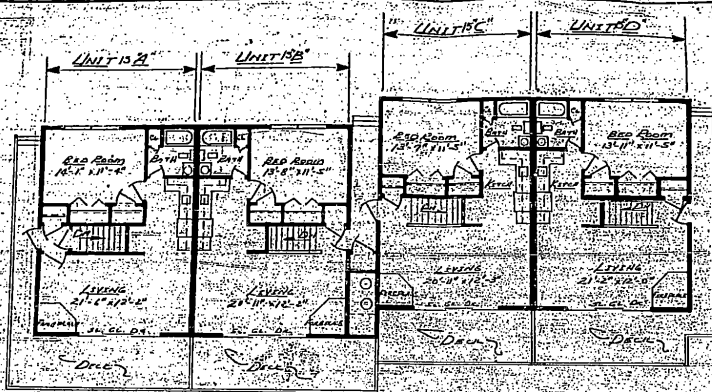
REVISION		BAY POINT ESTATES No. 1A	
NO.	DATE	BY	REVISION
1			WHITEPUSH, MONTANA
2			
3			
4			
5			
6			
7			
8			
9			
10			

MAX. SCA. 1/8" = 1'-0"

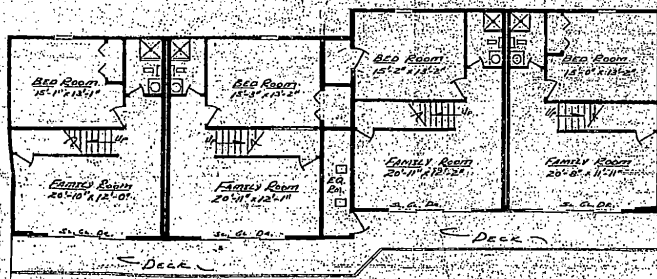
6

MISC

573 677



UPPER LEVEL PLAN
 18'-5 1/2" x 11'-0"
 PL. FLOOR 306611



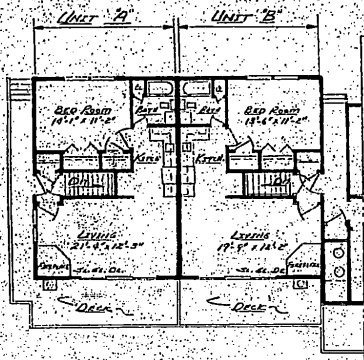
LOWER LEVEL PLAN
 18'-5 1/2" x 0"
 PL. FLOOR 306754

REVISIONS		BAY POINT ESTATES, N615	
NO.	DATE	BY	CHK.
1	10/20/00	W. STEPHEN	W. STEPHEN
2	11/14/00	W. STEPHEN	W. STEPHEN
3	12/14/00	W. STEPHEN	W. STEPHEN
4	1/14/01	W. STEPHEN	W. STEPHEN
5	2/14/01	W. STEPHEN	W. STEPHEN
6	3/14/01	W. STEPHEN	W. STEPHEN
7	4/14/01	W. STEPHEN	W. STEPHEN
8	5/14/01	W. STEPHEN	W. STEPHEN
9	6/14/01	W. STEPHEN	W. STEPHEN
10	7/14/01	W. STEPHEN	W. STEPHEN
11	8/14/01	W. STEPHEN	W. STEPHEN
12	9/14/01	W. STEPHEN	W. STEPHEN
13	10/14/01	W. STEPHEN	W. STEPHEN
14	11/14/01	W. STEPHEN	W. STEPHEN
15	12/14/01	W. STEPHEN	W. STEPHEN

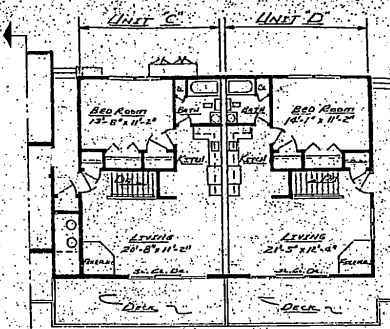
020200022985
 07/24/11
 8/6/2020 9:19 AM

MISC:

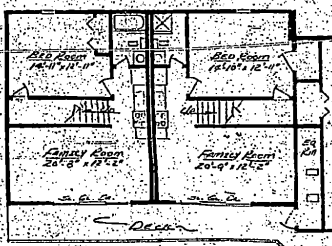
NO. 605 REG. 347



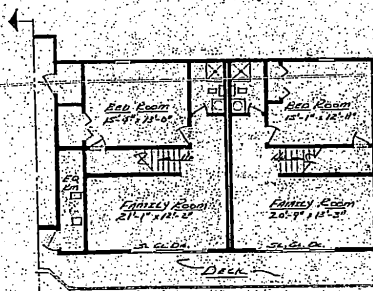
UPPER LEVEL PLAN
 1/8" = 1' - 0"
 PL. ELEV. 3098.96'



UPPER LEVEL PLAN
 1/8" = 1' - 0"
 PL. ELEV. 3098.96'



LOWER LEVEL PLAN
 1/8" = 1' - 0"
 PL. ELEV. 3098.96'



LOWER LEVEL PLAN
 1/8" = 1' - 0"
 PL. ELEV. 3098.96'

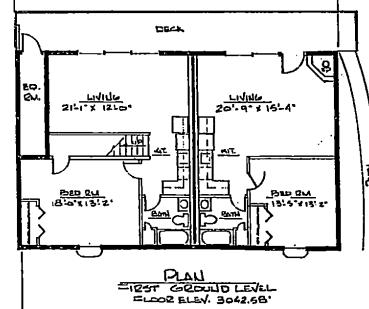
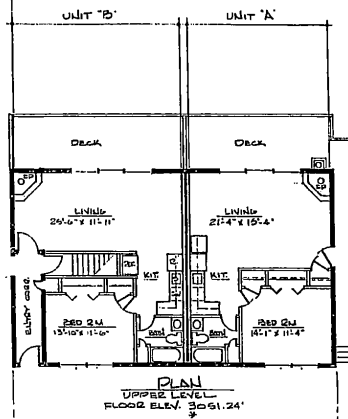
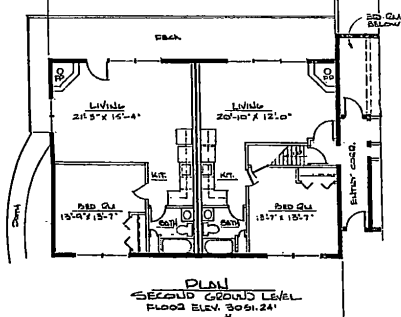
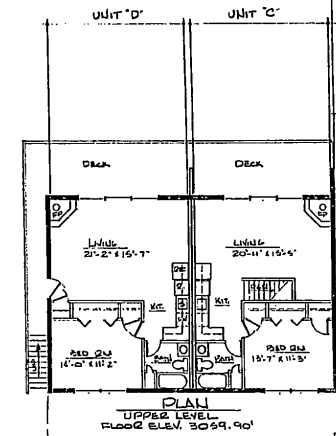
REV.		DATE	BY	CHK.	DESCRIPTION
1					AWP POINT ESTIMES NO. 16
2					WHITFIELD APPROVAL
3					AWP J. J. WHITFIELD
4					NO. 16
5					NO. 16
6					NO. 16
7					NO. 16
8					NO. 16
9					NO. 16
10					NO. 16

202000027395
 Page: 11
 Date: 8/7/20
 8/6/2020 9:19 AM



MISC.

REV. 635 AUG 18



BY: TINA A. JACOBSON
REV. NO. 1132 E

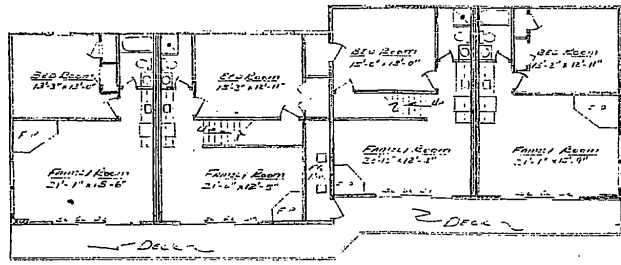
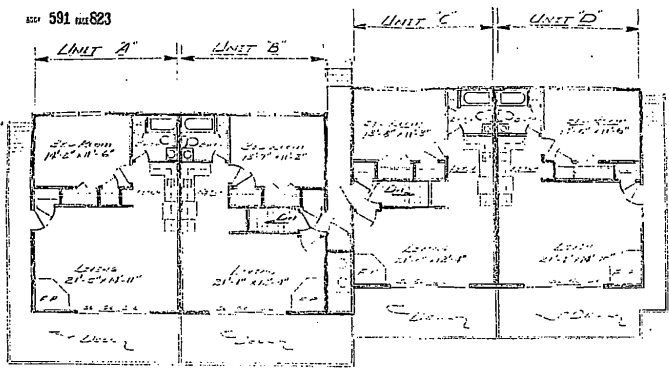
DEVELOPER: BASS STREET	
BAY POINT ESTATES NO.17	
WHITEFISH, MONTANA	
DESIGN BY: WVA	SCALE: 1/8"=1'-0"
DATE: 12/20/17	APP: [Signature]
NO. 17	2018 0336E

9

202000022395
 Page: 99 of 111
 8/6/2020 9:19 AM

000002395
Page 1 of 11
8/6/2020 9:19 AM

MISC.



BUY POINT ESTATES No. 19	
ADDRESS: MONTANA	
PL. FEEV	3066.00
PL. FEEV	3066.00

21. THESE PLANS ARE TO BE USED FOR THE CONSTRUCTION OF THE BUILDING.

Please note that this plan is shown and is part of the property of Living Great Studios. It is not to be used for any other purpose without the written consent of Living Great Studios.

Living Great Studios assumes no liability for any structure built over these plans. Further, it is the responsibility of the purchaser of this plan to verify the following: ALL dimensions shall be confirmed with the contractor. Verify compliance with all local building codes in or where structure will be built. Engineering requests and requirements shall also be confirmed with the local building authority.

Changes to and modifications of this plan, to meet needs for construction conditions, any plan changes or modifications would be made by a qualified designer, architect, or engineer.

Bay Front On The Lake
 Unit 19
 Whitefish, MT

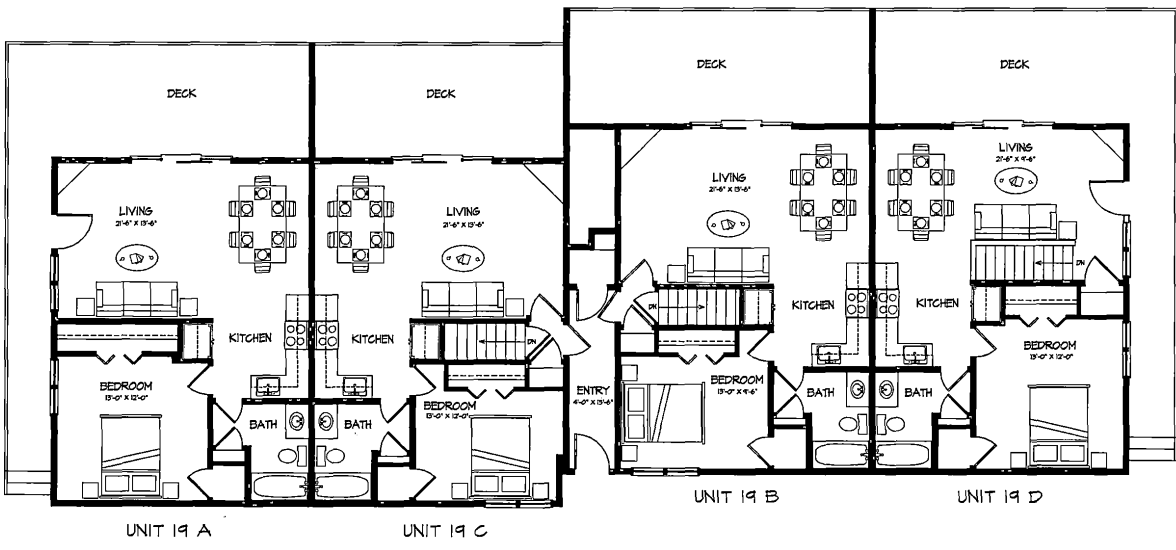
REVISION	NO.	DATE	DESC.

DESCRIPTION
 Floor Plan

DRAWN
 8/6/20

A1

Living Great Studios
 Josh Martin
 Phone: 720.212.1111

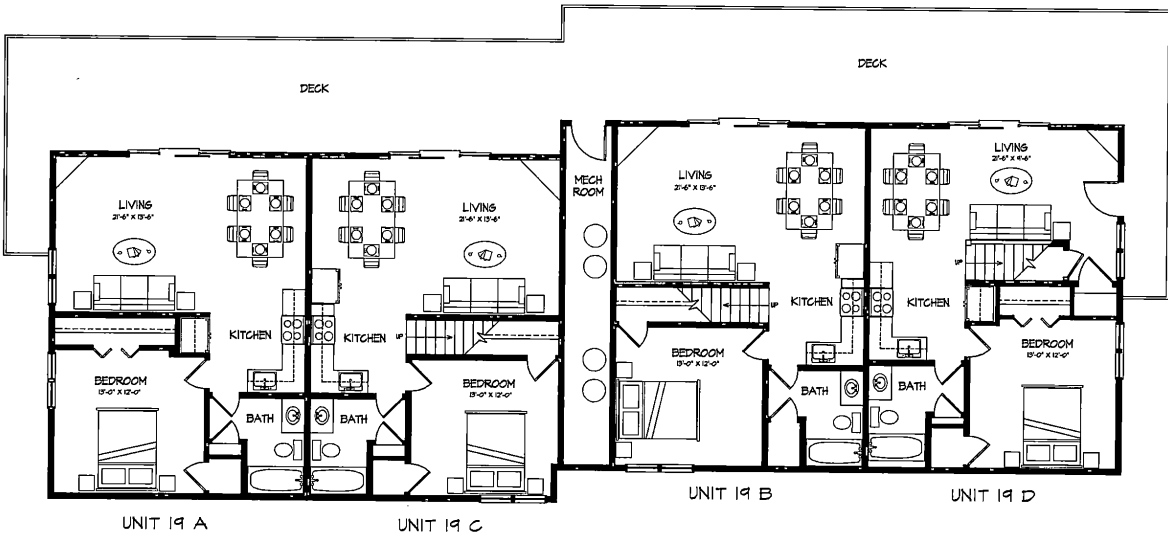


UPPER LEVEL PLAN
 SCALE: 1/8" = 1'-0"

UNIT 19 A	680 SF
UNIT 19 B	645 SF
UNIT 19 C	695 SF
UNIT 19 D	680 SF
ENTRY	65 SF

200022395
 Sheet: 102 of 111
 Price: \$770.00
 8/6/2020 9:19 AM

Please note that this plan
 is intended to be used in the
 process of building and
 shall not be used for
 the purposes of the
 building department or
 any other authority.
 The owner shall be
 responsible for obtaining
 all necessary permits
 and approvals.
 The contractor shall be
 responsible for obtaining
 all necessary permits
 and approvals.
 The contractor shall be
 responsible for obtaining
 all necessary permits
 and approvals.



LOWER LEVEL PLAN
 SCALE: 1/8" = 1'-0"

SQUARE FOOTAGE CHART	
UNIT 19 A	680 SF
UNIT 19 B	680 SF
UNIT 19 C	675 SF
UNIT 19 D	680 SF
MECH ROOM	140 SF

Buy Point On The Lake
 Unit 19
 Whitefish, Mt.

NO.	DATE	DESC.

DESIGNER
 Floor Plan
 DATE
 8/6/2020
A2
 Lisa G. Shuster
 Josh M. ...
 Phone: 720.812.4161

000022395
Page: 103 of 111
Fees: \$770.00
8/6/2020 9:19 AM

EXHIBIT "C"

000022395
Page: 104 of 111
Fees: \$770.00
8/6/2020 9:19 AM



Plat Room
Flathead County, Montana
800 S. Main St.
Kalispell, MT 59901
(406) 758-5510

This Form is for Condominiums Only

*update
8/4/20*

FOR: Bay Point Estates Condo DATE: 05/02/2019

DESCP: Bay Point Estates Condo 2nd Amd PURPOSE: Amd Condo
in 25-31-22

YEARS

ASSESSOR #

2015 thru 2018

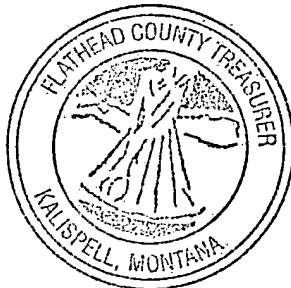
*2019 (same
for all assets)*

0029080	0406005	0807165	0837345	0929510
0040360	0423130	0837281	0837362	0974409
0044975	0441570	0837301	0837455	0974410
0138020	0468575	0837302	0837456	0974411
0170570	0557620	0837325	0837457	0974412
0256900	0581795	0837335	0837459	
0315455	0595510	0837340	0876905	
0340305	0634292	0837343	0877130	

I hereby certify that there are no outstanding taxes on the property assigned the assessor numbers listed above, for the years indicated for each assessor number.

AUG 04 2020

Judy Sunday
Deputy Treasurer
(seal)



000022395
Page: 105 of 111
Fees: \$770.00
8/6/2020 9:19 AM

EXHIBIT "D"

Amendment Approval by Montana Department of Revenue

The undersigned, being the duly authorized agent of the Department of Revenue of the State of Montana, County of Flathead, hereby executes the approval of amendment relating to Bay Point Estates, which are situated on the following described parcels of real property:

Bay Point Estates Condominium, TR 7HCJ, 7QAB, L 3, S25, T31N, R22W
Unit Numbers: 1A, 1B, 1C, 1D, 2B, 2C, 2D, 3A, 3C, 3D, 4A, 4C, 4D, 5B, 5C, 5D, 14A, 14B, 14C, 14D, 15A, 15B, 15C, 15D, 16A, 16C, 17A, 17B, 17C, 17D, 18A, 18C, 18D, 19A, 19B, 19C, 19D

DATED this July 25, 2019.

State of Montana Department of Revenue


Signature

Amanda Farnsworth

Printed

Lead Appraiser

Title

000022395
Page: 107 of 111
Fees: \$770.00
8/6/2020 9:19 AM

EXHIBIT "E"



City of Whitefish
Department of Public Works
418 E. 2nd Street | PO Box 158
Whitefish, MT 59937
(406) 863-2460 | Fax (406) 863-2419

December 12, 2019

Mr. Karl Rudbach
Ramlow & Rudbach, PLLP
542 Central Avenue
Whitefish, MT 59937

Re: Baypoint Estates Stormwater Certification

Dear Mr. Rudbach,

I understand that Baypoint Estates is going through the process of legally separating some of the upper and lower units. To qualify for the exemption from review set out in 76-4-125(1)(d), the certifying authority shall send notice of certification to the reviewing authority that adequate storm water drainage and adequate municipal facilities will be provided for the subdivision. Please accept this letter as certification that adequate municipal facilities are in place for this to occur.

Sincerely,

Craig Workman, P.E.
Public Works Director

PLANNING & BUILDING DEPARTMENT
418 E 2nd Street, PO Box 158 Whitefish, MT 59937
(406) 863-2410 Fax (406) 863-2409



December 12, 2019

Karl K. Rudbach
Ramlow & Rudbach, PLLP
542 Central Ave
Whitefish, MT 59937

Dear Mr. Rudbach:

The city of Whitefish has determined that the condominium development at Baypoint Estates with multiple addresses on Baypoint Drive and legally described as Baypoint Estates Condominiums in S 25, T31N, R 22W.

- does not require subdivision review and has satisfied the exemption criteria in §76-3-203, M.C.A.
- has completed review as a subdivision under Title 76, chapter 3, parts 5 and 6.

If you have any questions or comments, please contact the Planning & Building Department.

Sincerely,

Wendy Compton-Ring, AICP
Senior Planner

Flathead County Clerk & Recorder

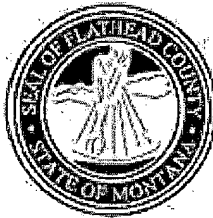
Historic Courthouse

800 S Main St – Room 114

Kalispell, MT 59901-5420

Website: http://flathead.mt.gov/clerk_recorder

000022395
Page: 110 of 111
Fees: \$770.00
8/6/2020 9:19 AM



Debbie Pierson

Clerk & Recorder

Auditor/Surveyor

Election Administrator

Phone: (406) 758-5530 Fax: (406) 758-5865

E-mail: dpierson@flathead.mt.gov

REVIEW OF TOWNHOME, TOWNHOUSE OR CONDOMINIUM DECLARATION

Date: 12/24/2019

Name of Declaration: 2nd Amendment Bay Point Est

The Sanitation in Subdivisions Act requires townhome, townhouse or condominium declarations to meet one of three conditions prior to being recorded with the county clerk and recorder. § 76-4-122, M.C.A. The attached declaration has been reviewed and it has been determined:

 The condition has NOT been met and the declaration will not be recorded.

 X A condition has been met and the declaration will be recorded, more specifically:

 1) A certificate of subdivision approval has been issued pursuant to § 76-4-114, M.C.A. indicating the reviewing authority has approved the subdivision and the subdivision is not subject to a sanitary restriction;

Or

 X 2) The person wishing to file the declaration has obtained a certificate from the governing body certifying authority that the subdivision will be provided with adequate municipal or county water and/or sewer district facilities and adequate storm water drainage;

Or

 3) The person wishing to file the declaration has placed on the declaration an acknowledged certification that the subdivision is exempt from review under this part. The certification must quote in its entirety the wording of the applicable exemption.

Approved: *Debbie Pierson*
Flathead County Clerk & Recorder

Reviewed by: *Wendy Jacobs*
Flathead City-County Health Department



0837362
0392775
0837325
0837281
0837457
0441570
0634292
0315455
0807165
0581795
0404060
0837455
0837345
0929510
0044975
0877130
0837456
0876905
0837301
0837343
0340305
0837335
0029080
0529955
0557620
0557625
0406005
0170570
0138020
0404061
0423130
0256900
0837340
0837459
0379225
0040360
0837364
0595510
0468575
0837302
0974409
0974410
0974411
0974412