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WHITEFISH KNOLLS
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS

THIS DECLARATION of Covenants, Conditions, Restrictions and Reservations is made this 28th day of March, 2000, by: Lincoln Trust, FBO Thomas Courtney; Joanne Wilson; Charles Wilson; Michael Sgambellone; Katherine Sgambellone; and Kristina Sgambellone, hereinafter referred to as Declarants:

WITNESSETH

WHEREAS, Declarants are the owners of that certain real property described in Exhibit A attached hereto and by this reference made a part hereof, hereinafter referred as the, "Property".

WHEREAS, the Property consists of eight (8) parcels, individually described in Exhibit A and shown in the map attached as Exhibit B, and each referred to as "Parcel" or "Parcels".

WHEREAS, Declarants have created a common scheme for the maintenance and repair of the Common Drives and Access Road and for the use, restrictions on the use, and improvement of each Parcel, all for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property.

WHEREAS, Declarants intend for this Declaration to both benefit and burden each Parcel, to run with the land and to be binding upon all parties having or acquiring any right, title or interest in and to any Parcel or portion thereof, as well as their heirs, successors and assigns; to inure to the benefit of each present or future owner of a Parcel and for this Declaration to encumber each Parcel.

ARTICLE I: DEFINITIONS

1. "Access Road" shall mean the road and utility easements as shown on Exhibit B, across the adjoining property which have been created and were recorded as follows:

	Recording Date	Instrument No.
Easement and Road Maintenance Agreement - Scholar Blvd	<u>5/11/00</u>	<u>200013210570</u>
Easement and Road Maintenance Agreement - Access Road	<u>5/9/00</u>	<u>200013012310</u>

2. "Adjoining Property Owners" shall mean the owners, and / or owner's association(s) representing the owners, of the property adjacent to the Property and the property fronting Scholar Blvd, who also use the Access Road. The Association may enter into agreements with one or more Adjoining Property Owners for sharing the cost of maintenance of the Access Road.

3. "Association" shall mean and refer to Whitefish Knolls Homeowners Association, Inc., it's successors and assigns.

4. "Board of Directors" or "Board" shall mean the board of directors of the Whitefish Knolls Homeowners' Association.

5. "By-Laws" shall mean the By-Laws of the Whitefish Knolls Homeowner's Association executed and dated March 1, 2000 and as they may be amended.

6. "Common Drive(s)" shall mean the road and utility easements located within the Property as shown on Exhibit B, which are also shown on Certificates of Survey Nos. 13676, 13831, 13832, and 13978, records of Flathead County, Montana, EXCEPT THAT one of the easements that shows on these Certificates of Survey has been moved to a new location. The revised location of the easement is shown on Certificate of Survey No. 14223, records of Flathead County, Montana. The Common Drive(s) shall include the easement as relocated. The parties hereby abandon and terminate that portion of the original easement diagrammed on Exhibit C attached hereto and legally described on Exhibit D attached hereto.

7. "Owner" shall mean and refer to the record owner of a fee simple title, whether one or more persons or entities, of any Parcel within the Property, including buyers under a contract for deed in possession of any Parcel, but not including contract sellers.

ARTICLE II: PROPERTY RIGHTS

Section 1. Owner's Easement of use and enjoyment. Each Owner is hereby granted and shall have a nonexclusive right and easement of use and enjoyment in and to the Common Drives and Access Road which shall be appurtenant to, and shall pass with, the title to the Owner's Parcel, subject only to the following:

1.1 The maximum speed limit on all Common Drives and Access Road is 15 miles per hour, or as otherwise amended by a majority vote of the Owners, and with respect to the Access Road, the Adjoining Property Owners;

1.2 The right of the Association to charge a reasonable assessment for the upkeep and maintenance of the said Common Drives and Access Road, including snow removal;

1.3 The right of the Association to suspend the voting rights and the rights to use the Common Drives and Access Road for any period during which:

(A) Any assessment against his Parcel remains unpaid, or

(B) Any violation of these covenants or the Association's published rules for which he is responsible remains unabated.

1.4 The right of the Association, by a 2/3 majority vote of all Owners, to dedicate and transfer any Common Drive to Flathead County or other governmental agency.

1.5 The nonexclusive right of all other Owners to use, enjoy, and have benefit of the Common Drives upon the same terms.

1.6 No building or fences of any kind shall be erected, placed or permitted to remain on the Common Drives.

1.7 All claims for damages, if any, arising out of the construction, maintenance, and repair of Common Drives, Access Road, and utilities on account of temporary or other inconvenience caused thereby, against Declarants, or the Association, are waived by each Owner.

1.8 The terms of the road maintenance agreement(s) between the Owners and the Adjoining Property Owners, and as they may be modified in the future ("Road Agreement"). Each Owner's obligations under the Road Agreement are a part of the regular assessments as defined herein, and the Association has the full authority to enforce payment of the Owner's obligations under the Road Agreement, whether such payments are to be paid to the Association or to the Adjoining Property Owners.

Section 2. Delegation of use. An Owner may delegate, in accordance with such rules and regulations as the Association may promulgate, his right of enjoyment of the Common Drives and Access Road to the members of his family, his tenants, and his contract purchasers in possession.

ARTICLE III: MEMBERSHIP

Every Owner of a Parcel shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Parcel. There shall be as many members as there are Parcels. If one person or entity owns more than one Parcel said person or entity shall have as many memberships as the number of Parcels owned.

ARTICLE IV: VOTING

All members shall be entitled to one (1) vote for each Parcel in which they hold the interest in any Parcel, the vote for such Parcel shall be exercised as such persons or entities among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Parcel.

ARTICLE V: ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation.

1.1 The Declarants, for each Parcel owned within the Property, covenants to, and each other Owner of any Parcel by acceptance of a deed or contract for purchase of any Parcel within the Property whether or not it shall be so expressed in said deed or contract, is deemed to covenant and agrees to pay to the Association:

(A) Regular annual assessments as established by the Association, and

(B) Special assessments for capital improvements or extraordinary repairs. No special assessments for capital improvements or extraordinary repairs shall be levied unless the owners of at least sixty percent (60%) of the Parcels shall vote for such special assessments, except as defined herein.

1.2 The regular and special assessments, which may be collected on a monthly, quarterly, or annual basis, together with interest, costs, and reasonable attorney's fees, shall be a charge on each Owner's Parcel, and shall be a continuing lien upon the Parcel against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person or entity who was the Owner of such Parcel at the time when the assessment fell due.

Section 2. Purpose of assessments. The regular and special assessments levied by the Association shall be used exclusively to administer these covenants, to maintain and improve the Common Drives and Access Road, for weed abatement on the Common Drives and / or Access Road, to purchase insurance carried by the Association, and to generally promote the recreation, health, safety, comfort, convenience and welfare of the Owners of the Property.

Section 3. Uniform rate of assessment.

3.1 Both regular and special assessments must be fixed at a uniform rate for each Parcel, except as provided herein. Each Parcel shall be assessed an equal share of any assessment regardless of the size or location of the Parcel.

3.2 Through December 31, 2004, any Parcel that does not have a home constructed on it, or a home under construction, may be assessed a maximum of \$100 per year for snow removal on the Common Drives. Excess cost for snow removal, if any, shall then be assessed equally to Parcels with homes constructed or under construction. During this period, the total budget for excess snow removal on Common Drives shall be approved by the owners of at least 51% of the Parcels so assessed. Parcels with homes constructed or under construction shall pay their share of the costs for snow removal on the Access Road as agreed in the Road Agreement.

3.3 Beginning January 1, 2005 the cost for snow removal shall be assessed as follows:

(A) Parcels with homes constructed or under construction shall pay their share of the costs for snow removal on the Access Road as agreed in the Road Agreement.

(B) Cost for snow removal on Common Drives, or for snow removal on the Access Road which costs are not shared with Adjoining Property Owners, shall be divided between and assessed to all Parcels equally, regardless of whether a home is constructed.

Section 4. Amount of assessments. Annually the Board of Directors of the Association shall establish a budget for its purposes, and cause an assessment to be levied against each Parcel for their share of said costs. Said share shall be determined by dividing the total costs of operation by the total number of Parcels. Except for the first year assessments are levied and / or the first year assessments are levied for snow removal, if the annual assessment exceeds the previous years assessment by more than 20%, the current years regular assessment shall be approved by the owners of at least sixty percent (60%) of the Parcels. Written notice of each assessment shall be sent to each Owner at least thirty (30) days prior to the assessment being due. The Board of Directors of the Association may establish or change the dates for the period of the annual budget. Until otherwise established, the annual budget shall cover the period November 1 through October 31.

Section 5. Statement as to status. The Association, when requested in writing, shall furnish to the person so requesting a statement as to the status of the assessments due and owing by a Parcel and such statement shall be conclusive evidence of payment of any assessments therein stated to have been paid.

Section 6. Nonpayment of assessment. Any assessment not paid within thirty (30) days after the due date shall accrue interest at the highest rate allowed by law from the due date and the Association is entitled to bring any action permitted by law to collect the assessment or to foreclose the lien created thereby against the Parcel. No Owner subject to an assessment may waive or escape liability for the assessment by the nonuse of the Common Drives or abandonment of his Parcel.

ARTICLE VI: PROTECTIVE COVENANTS

The following Protective Covenants are designed to protect the property values, peaceful enjoyment, and natural environment of the Property.

Section 1. Architectural Control Committee. Hereinafter referred to as the Committee, shall consist of the Board of Directors of the Association, as defined in the By-Laws. In the event that there is a disagreement within the Committee on any issues, a majority of the Committee members shall determine the Committee's approval or disapproval.

Section 2. Architectural Control. All Owners intending to construct, remodel, or significantly modify a dwelling or build any type structure whatever upon any Parcel, shall first submit two (2) copies of their complete plans and specifications, in writing, to the Committee. No dwelling house or other structure shall be erected, placed, or altered on any Parcel until the complete construction plans and specifications have been approved in writing by the Committee as to the quality of workmanship and materials and harmony of external design with existing structures.

Section 3. Approval by Committee. Approval or disapproval by the Committee must be in writing. In the event the Committee fails to act within sixty (60) days after the proposed plans and specifications of any structure have been submitted in writing, no specific approval shall be required for such structure and the pertinent provisions of this Declaration shall be deemed to have been fully complied with, provided the structure reasonably follows the guidelines within this Declaration. The Committee may not unreasonably withhold approval of a structure that reasonably follows the guidelines of this Declaration. Approved plans are valid for one (1) year from the date of written or constructive notice of approval. If construction is not commenced within such one (1) year period, plans must be resubmitted and a new approval secured.

Section 4. Enforcement of the Architectural Controls.

4.1 All of the following architectural controls shall be enforced by the Association. However, inaction by the Association shall not bar an individual Owner from bringing such action as is necessary to enforce these controls. The method of enforcement may include proceedings to enjoin the violation, to recover damages, or both. Failure by the Association, the Committee, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4.2 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Use of Structures.

5.1 No structure may be constructed or maintained on any Parcel other than single family dwellings, appurtenant subsidiary outbuildings including garages for private use, and outbuildings necessary for residential, small farm and ranch use. No Parcel shall have more than one dwelling house located on it, except that each Parcel may have one guest house or caretakers quarters that may not exceed 2,500 square feet in size.

5.2 No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Parcel at any time as a residence either temporarily or permanently, except as provided for herein and in Section 9 of this Declaration.

5.3 For a period not to exceed thirty (30) days per year an Owner may use a Travel Trailer, Motor Home, or Camper, as a temporary residence subject to the provisions of Section 9.2.

The guests of an Owner with a completed residence may park a motor home or recreational vehicle on the Parcel and reside temporarily in such vehicles. Any such use of a Parcel exceeding thirty (30) days per year must be approved by the Board of Directors.

Section 6. No Commercial Uses. No Parcel shall be used except for agricultural and residential purposes, and no store, trade or manufacture shall be conducted thereon. The commercial use of any Parcel or improvement thereon shall be specifically prohibited, except as follows: (a) for home office use which does not create customer traffic on the Common Drives or Access Road in greater volume than would normally be associated with a residential dwelling, and (b) normal small farm or ranch agricultural business, and (c) commercial equestrian facilities, which use is subject to the written approval of the Board of Directors and the approval of 100% of Owners of Parcels adjacent to or within view of the subject Parcel. Once such approval is given it may not be revoked provided the use is consistent with the approved plan and does not constitute an unreasonable nuisance to other Owners.

Section 7. Minimum Size for a Dwelling. The minimum size for any residential dwelling is 2,000 square feet of living space for a building constructed on one level, and 2,200 square feet of living space for a building constructed on more than one level. Living space does not include basements, garages, or porches. All residential dwellings must include an attached garage large enough for use by two cars.

Section 8. Building Materials.

8.1 Exterior building materials must be natural materials which may include brick, rock, wood siding, wood logs or any combination of these materials, or high quality siding made from aluminum or pressed material which is shaped to appear like wood. If wooden siding is used it must be No. 3 grade or better. No building on any Parcel shall have a roof or exterior siding which is silver or metallic colored, shiny, or reflective. If wooden shingles are used they must be No. 1 grade. All structures shall be constructed of new materials in place on the lot. However, suitable used materials such as used brick or beams may be utilized provided that advance approval has been obtained from the Committee as herein provided. No sheet metal or "A-frame" construction shall be permitted.

8.2 If wood siding or shingles are used on the exterior surface of the structure(s), they must be stained in a color or shade approved by the Committee, which approval may not be unreasonably withheld as long as the color blends with the natural environment or is of a natural wood color. Translucent stain is permitted on log, redwood or cedar exteriors; however, opaque stain is required on other wood exteriors. Trim colors must be compatible and coordinated with the basic structure color. If other siding materials are used, they must be finished with high quality paint in a shade and color that blends with the natural environment. No bright colors may be used, except traditional designed barns may be painted in a traditional red.

8.3 Only Class A or B roofing materials, as rated by the National Fire Protection Association, shall be allowed on all structures. Use of wood shake roofs is discouraged because of their flammability. Permitted roofs include dimensionally cut Class A fire-rated asphalt-fiberglass shingles and tile or metal as approved by the Committee. If any of the three latter types are used, the color is subject to approval by the Committee. The Committee must approve any other roofing material in substance and color.

8.4 No old buildings, mobile homes, modular homes, trailer houses (whether single or double wide), or other prefabricated structure designed to be hauled or moved on wheels or "boxed", whether intended for use in whole or in part as the main residential structure or for use as a garage or other outbuilding, shall be moved on any Parcel, except as provided for in Section 9 below.

Section 9. Construction Period.

9.1 Once Construction of an improvement is started, work thereon must be completed within a reasonable time, such time period in no case to exceed eighteen (18) months.

9.2 During the construction period, but in no cases to exceed a total period of one (1) year, an Owner may use a mobile home, motor home, or camper as a temporary construction office or residence provided:

(A) Sewage is properly disposed of either by a septic system approved by the County, or by disposing of a self-contained sewage holding tank in a proper facility off of the Property.

(B) The temporary mobile home or vehicle is maintained in a proper manner, and no other temporary structures are attached to it or built near it.

(C) All living facilities, kitchen, and sleeping areas are contained within the mobile home or vehicle. The only permitted item of furniture permitted outside of the temporary facility is a table and chairs such as would be used on an outdoor deck.

9.3 Each Owner is responsible for the repair of any damage to Common Drives and Access Road caused by any trucks or equipment engaged in the construction of any structure on, or delivery of any materials to, their property.

Section 10. Setbacks. No building shall be located closer than 50 feet from a Common Drive or lot line shared with another Parcel, or closer than 25 feet from a lot line not shared with another Parcel.

Section 11. Utility Lines. All utility lines within the Property shall be placed underground.

Section 12. Landscaping. Within twelve (12) months of the completion of the main dwelling structure, each Parcel shall be landscaped within 50 feet of the dwelling structure. All underbrush, weeds and other unsightly growths shall be removed and not permitted to grow within 100 feet of all structures.

Section 13. Fences.

13.1 Fences will only be permitted to provide for safety, play area, patio, pool, containment of animals, and protection of crops, except that natural wood rail, split rail, or white vinyl fences may be used in conjunction with landscaping around the dwelling structure, along Common Drives, or to mark property boundaries.

13.2 Solid fences, chain link fences, or other metal fences may only be used in the rear of dwelling structures and hidden from view from any Common Drives and residences on other Parcels, and may be a maximum of 6' in height.

13.3 No fence of any kind, whether for privacy, safety or boundary purposes, shall be constructed on a Parcel until after the height, type, design and approximate location thereof shall first have been approved by the Committee.

13.4 All fences shall be maintained by the Owner in such a manner as to not be an eyesore. Any painted fences shall be only painted white or stained a natural wood color and shall be properly maintained and repainted to prevent chipping and peeling.

13.5 It is the responsibility of each Owner keeping livestock to erect and maintain suitable and adequate fencing to prevent their own livestock from trespassing upon the land of any other Owner.

Section 14. Trees. No cutting down of trees greater than 4" in diameter shall be permitted without written approval of the Committee, with the exception of clearing for an approved structure or driveway. Selective cutting of trees for the purpose of opening a view and properly thinning of trees for the benefit of the remaining trees shall also be permitted. No cutting of trees within 50' of a lot line between Parcels shall be permitted except to promote the health of the native forest.

Section 15. Utility Connection and Costs.

15.1 The Owner of each Parcel shall pay for all costs for connecting to, or installing, all utilities, including the costs for drilling a well, installing a septic system, and connecting to telephone and electric service.

15.2 No individual sewage disposal system shall be permitted on any Parcel unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Montana State Department of Health, and the County of Flathead, Montana.

15.3 No towers, radio or TV antennae shall be allowed which exceeds a height of 3 feet above the highest roof line of the roof on which it is located. No satellite dishes larger than 18" in diameter or antennae not mounted on a roof, shall be erected where they are visible from a Common Drive or another Owner's residence.

15.4 No fuel tanks shall be installed or maintained above ground on any Parcel, except that fuel tanks for household use of LPG may be installed above ground provided they are hidden from view from any Common Drive and other Owner's residence.

Section 16. Garbage. No garbage, trash or refuse shall be dumped anywhere on any Parcel at any time. All garbage cans shall be of a suitable type and have a sufficient cover to prevent the escape of any noxious odors, and to prevent entry or tipping over by any animals. Garbage cans are to be maintained in a garage, sunk in the ground, or placed in an enclosure completely screened from view, and are to be kept in a clean and sanitary condition at all times. No trash, garbage or other materials, may at any time be burned, except that the only permitted burning is of cleared brush, leaves or tree branches, wood in a fireplace or wood stove, and outdoor barbecues, all in accordance with applicable fire codes.

Section 17. Nuisances.

17.1 No noxious or offensive activity shall be carried on or permitted upon any of the Parcels, nor shall anything be done which may be or may become an annoyance or nuisance to the Owners; nor shall the premises be used in any way or for any purpose which may endanger the health or safety of or unreasonably disturb the residents of any Parcel.

17.2 The operation of motorized recreational vehicles such as motorcycles, snowmobiles, and off road vehicles on any of the Property is considered a nuisance and strictly prohibited, except that vehicles legal for street use may be driven on the Common Drives going to and from a Parcel, and motorized vehicles such as ATV's may be used in the maintenance of the Parcel.

17.3 There shall be no hunting or shooting of firearms of any type on the Property.

17.4 The operation of chain saws and other equipment for the maintenance of the Property between the hours of 8:00 am and 8:00 PM is not considered a nuisance under this section.

17.5 No refuse, unsightly or abandoned vehicles, debris, noxious material, discarded personal effects, construction materials not for immediate use, and similar matter shall be permitted on any Parcel or the Common Drives.

17.6 No trucks or commercial vehicles shall be stored or parked on any Parcel, unless engaged in transporting to or from a residence, except Owners may park pickup trucks or similar sized vans, recreational vehicles or trucks or tractors normally used in small farm or ranch operations that are in operating condition.

17.7 Owners shall make reasonable efforts to control noxious and nuisance weeds including but not limited to thistle, hounds tongue, knapweed and any other weed that could be harmful to livestock or overtake pasture areas. Noxious weeds shall be destroyed on a regular basis to prevent them from reaching seed stage.

Section 18. Drainage.

18.1 No Owner shall change or interfere with the natural drainage of the Property without the prior written approval of the Committee.

18.2 Reasonable precaution shall be taken during construction and thereafter to prevent erosion and drainage problems. All disturbed soil areas shall be revegetated within a reasonable time in such a fashion as to minimize erosion and weed growth. Driveways shall be constructed so as not to interfere with drainage and shall include culverts of appropriate size to prevent obstruction of water flow. No construction or landscaping will be allowed that increases or changes the flow of water onto adjacent Parcels.

Section 19. Signs. No signs, billboards or advertising devices of any kind shall be displayed to the public view on any Parcel except for the following:

19.1 One sign of not more than ten (10) square feet advertising the property for sale or rent or such signs used by a builder to advertise the property during the construction and sales period.

19.2 The Association may erect a sign and/or a gate at or near the entrance to the Property. Any entrance sign must be made from natural materials. Any such sign and/or gate are to be maintained by the Association.

19.3 Owners may post their property for No Trespassing and/or No Hunting, in a manner consistent with normal practice for such posting.

Section 20. Animals and Livestock. No animals or livestock of any kind other than horses, llamas, dogs, cats, or birds shall be kept or maintained on any Parcel, except that a maximum of three (3) animals raised for the purpose of 4-H or similar projects may be kept on a temporary basis. Keeping of animals is subject to the following:

20.1 All animals shall be maintained in such a way as to not create a nuisance, or threaten the safety or health of any Owner. Any animal that barks or howls excessively, bites, roams at large, or chases vehicles, wildlife, or livestock, shall not be kept on any Parcel at any time.

20.2 All animals are to be prevented from trespassing on any other Owners property, and are to be kept under the control of their owners at all times.

20.3 All animals, and animal areas, are to be maintained in such a way as to not subject other Owners to offensive odors, unsightly views, or annoying noises.

20.4 Unless otherwise approved in writing by the Board, for each ten acres of land a maximum of five horses or llamas, or combination of, are allowed on each Owner's Parcel. Horses and llamas shall not be permitted to overgraze pasture areas. Owners shall have the responsibility to restore any pasture areas that are overgrazed.

Section 21. No surface entry / reservation of rights. No Parcel shall be used as a site for a gravel pit, nor shall any surface entry be permitted for removal of minerals, rock or gravel, except in the normal course of construction of an approved structure or pond, except that Declarants and the Association may use gravel, soil, sand and clay from any Parcel owned by Declarants for the construction of Common Drives on the Property.

Section 22. Exterior Maintenance. Each Owner of a Parcel on which there is a structure shall provide exterior maintenance upon such Parcel and structure to include painting and repairing the structure(s); maintaining the landscaping and grounds to preclude weeds, underbrush, and other unsightly growths, within 100 feet of any structure. Each Owner of a Parcel, whether a structure has been built or not, shall not permit refuse piles or other unsightly objects to accumulate or remain on the grounds. In the event any Owner shall fail or neglect to provide such exterior maintenance, the Association shall notify such Owner in writing specifying the failure and demanding that it be remedied within thirty (30) days. If the Owner shall fail or refuse to provide such exterior maintenance within the thirty (30) day period, or to provide satisfactory assurance that such failure will be remedied within a reasonable period of time, the Association may then enter such Parcel and provide required exterior maintenance at the expense of the Owner, which expense the Owner agrees to pay. The full amount shall be a lien upon the property in the same manner as a special assessment, and shall be due and payable within thirty (30) days after the Owner is billed thereof. If the Owner

fails or refuses to pay the full amount within thirty (30) days, the Association may then hire an attorney to collect the balance owing, with such attorney's cost to be added to the Owners expense. Such entry on the Parcel by the Association shall not be deemed a trespass.

Section 23. Subdivision. No platted Parcel shall be subdivided unless:

23.1 The purpose of said subdivision is to adjust the property lines between two or more Parcels and the result thereof does not create any more Parcels than there were initially, except as provided for on Section 23.2 below.

23.2 Each Parcel as originally defined in this Declaration ("Original Parcel") of at least 20 acres or more may be subdivided one time, subject to the laws of Flathead County, creating no more than two Parcels ("New Parcel(s)"), and subject to the following conditions:

(A) Each New Parcel shall be no less than ten (10) acres in size.

(B) The plan for the subdivision shall be submitted to and approved by the Committee, the approval of which shall not unreasonably be withheld.

(C) All costs for road and utility improvements necessary to serve the New Parcel shall be born by the Owner.

(D) All New Parcels shall be subject to this Declaration and all amendments thereto, including the obligation to pay an annual assessment and any special assessments. Each New Parcel shall be considered a Parcel except it shall not be permitted to be subdivided further.

ARTICLE VII: TERM

The provisions of this Declaration shall be binding for a term of twenty-five (25) years from the date of this Declaration, after which time the Declaration shall be automatically extended for successive periods of ten years unless an instrument signed by the Owners of 75% of the Parcels has been recorded, agreeing to terminate this Agreement.

ARTICLE VIII: AMENDMENT

This Declaration may be amended by an instrument signed by the Owners of 75% of the Parcels agreeing to such amendment.

ARTICLE IX: ANNEXATION

Additional Parcels and Common Drives may be annexed to the Property at any time by the Declarants or their assignee, or otherwise upon approval of 75% of the Owners of Parcels. In the event additional property is annexed to the Property pursuant to this provision all such additional property, and all Parcels within such additional property, shall enjoy the benefit of all easements in the Property, including Common Drives, Access Road, and utility easements.

ARTICLE X: MARGINAL NOTES, CONTEXT, GENDER

The marginal notes, headings, and phrases as to the contents of particular sections are inserted only as a matter of convenience and for reference and in no way are, or are intended to be, a part of the Declaration or in any way to define, limit or describe the scope of the intent of the particular paragraph to which they refer. Whenever required by context, the singular shall include the plural and the masculine gender shall include the feminine and neuter genders.

ARTICLE XI: RESERVATION OF EASEMENTS

Section 1. Declarants hereby reserve and retain the right over, under and across all 60 foot rights-of-way for the Common Drives and for necessary utility or access easements as said Common Drives pass over, across and through each Parcel, as more fully shown and depicted on Exhibit B attached hereto, for the purpose of ingress and egress to and from each Parcel and for the purpose of locating, installing, erecting, constructing, maintaining or using underground electric and telephone lines and other utilities. The Declarants hereby declare that said Common Drives are private in all respects and the easement hereby reserved and retained shall be conveyed by the Declarants to the Association and is intended to be dedicated for the use of the Owners and the Association shall thereafter be the owner of and have control over the Common Drives.

ARTICLE XII: INSURANCE

Public liability and common area property damage insurance may be purchased by the Association as promptly as possible following its formation, and shall be maintained in force at all times, the premium thereon to be paid out of the Association's funds. The insurance shall be maintained with reputable companies authorized to do business in Montana, in amounts sufficient to adequately insure against liability to the Association. The policy shall name the Association, its directors, officers, employees and agents as insured. The insurance shall insure against, but may not be limited to, injury or damage occurring in the Common Drives and any other common area of the Property. The Board of Directors may also, at its sole option, purchase officers and directors insurance, the premium thereon to be paid out of the Association's funds.

2000132 15450

IN WITNESS WHEREOF, the undersigned, being the Declarants herein,
have hereunto set their hands the day and year first above written.
The signatures of the parties may be signed in counterpart.

Owner Parcel 1:

Lincoln Trust, FBO Thomas Courtney

Date:

4/11/00

Owner Parcel 2:

Kristy Sgambellone
Kristy Sgambellone

Date:

April 11, 2000

Owner Parcel 3:

Katherine Sgambellone
Katherine Sgambellone

Date:

March 28, 2000

Owner Parcel 4:

Michael Sgambellone
Michael Sgambellone

Date:

March 28, 2000

Owner Parcel 5:

Charles Wilson
Charles Wilson

Date:

Owner Parcel 6:

Joanne Wilson
Joanne Wilson

Date:

Owner Parcel 7. and Parcel 1:

Lincoln Trust, FBO Thomas Courtney

Date:

4/19/00

Owner Parcel 8:

Joanne Wilson
Joanne Wilson

Date:

2000132 15450

STATE OF California)
) ss.
COUNTY OF Orange)

On this 28th day of March, 2000, before me,
Hoang T. Bao a Notary Public in and for said State,
personally appeared Katherine & Michael Scambellone

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

WITNESS my hand and official seal.



H. Bao
Notary Public

Residing at Fountain Valley

My Commission Expires: 11-11-00

STATE OF California)
) ss.
COUNTY OF Orange)

On this 6th day of April, 2000, before me,
Janet L. Henrichsen a Notary Public in and for said State,
personally appeared Charles Wilson and Joanne Wilson

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

WITNESS my hand and official seal.



Janet L. Henrichsen
Notary Public

Residing at Dana Point, CA

My Commission Expires: 11-18-00

2000132 15450

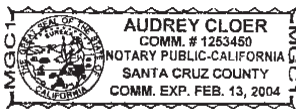
STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CRUZ)

On this 11th day of APRIL, 2000, before me,
AUDREY CLOER a Notary Public in and for said State,
personally appeared KRISTY SCAMBELLONE "AKA KAISTINA SCAMBELLONE"

☐ personally known to me - **OR** - ☒ 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.

WITNESS my hand and official seal.

Audrey Cloer
Notary Public



Residing at 343 SOQUEL AVE
SANTA CRUZ CA 95062
My Commission Expires: 02-13-2004

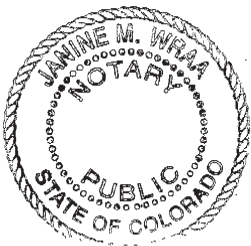
STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

On this 14th day of April, 2000, before me,
Janine M. Wraa a Notary Public in and for said State,
personally appeared BARRY COON

☒ personally known to me - **OR** - ☐ 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.

WITNESS my hand and official seal.

Janine M. Wraa
Notary Public



Residing at 7th Colorado

My Commission Expires My Commission Expires December 15, 2003

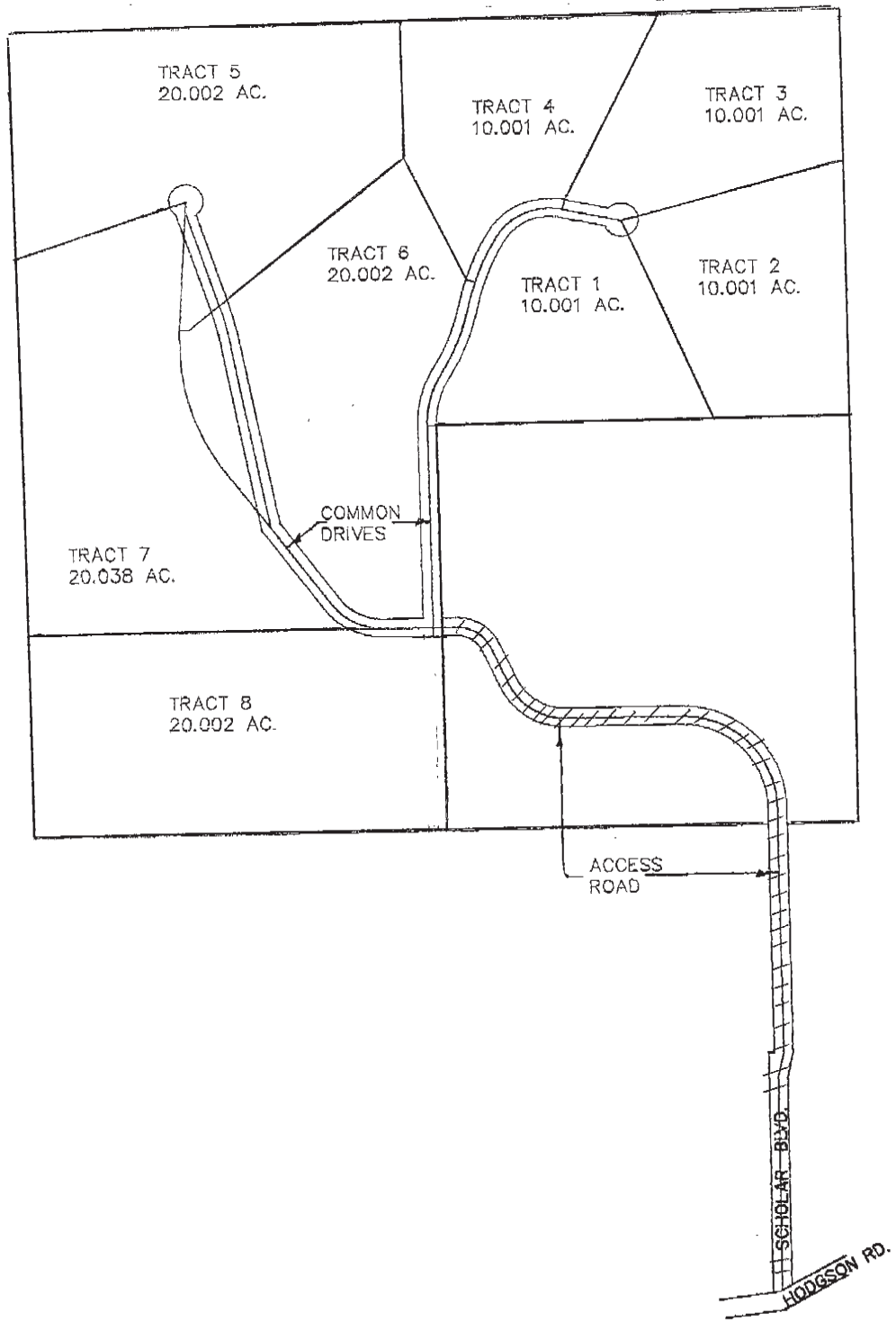
2000132 15450

EXHIBIT "A"

A tract of land situated, lying and being in the Southwest Quarter of Section 20, Township 30 North, Range 21 West, P.M., M., Flathead County, Montana, and more particularly described in the Certificate of Surveys recorded with Flathead County, Montana, as follows:

Parcel 1	Tract 4 of Certificate of Survey No. 13978 ✓
Parcel 2	Tract 3 of Certificate of Survey No. 13978 ✓
Parcel 3	Tract 2 of Certificate of Survey No. 13978 ✓
Parcel 4	Tract 1 of Certificate of Survey No. 13978 ✓
Parcel 5	Tract 1 of Certificate of Survey No. 13831 ✓
Parcel 6	Tract 2 of Certificate of Survey No. 13831 ✓
Parcel 7	Tract 1 of Certificate of Survey No. 13832 ✓
Parcel 8	Tract 2 of Certificate of Survey No. 13832 ✓

EXHIBIT B TO DECLARATION



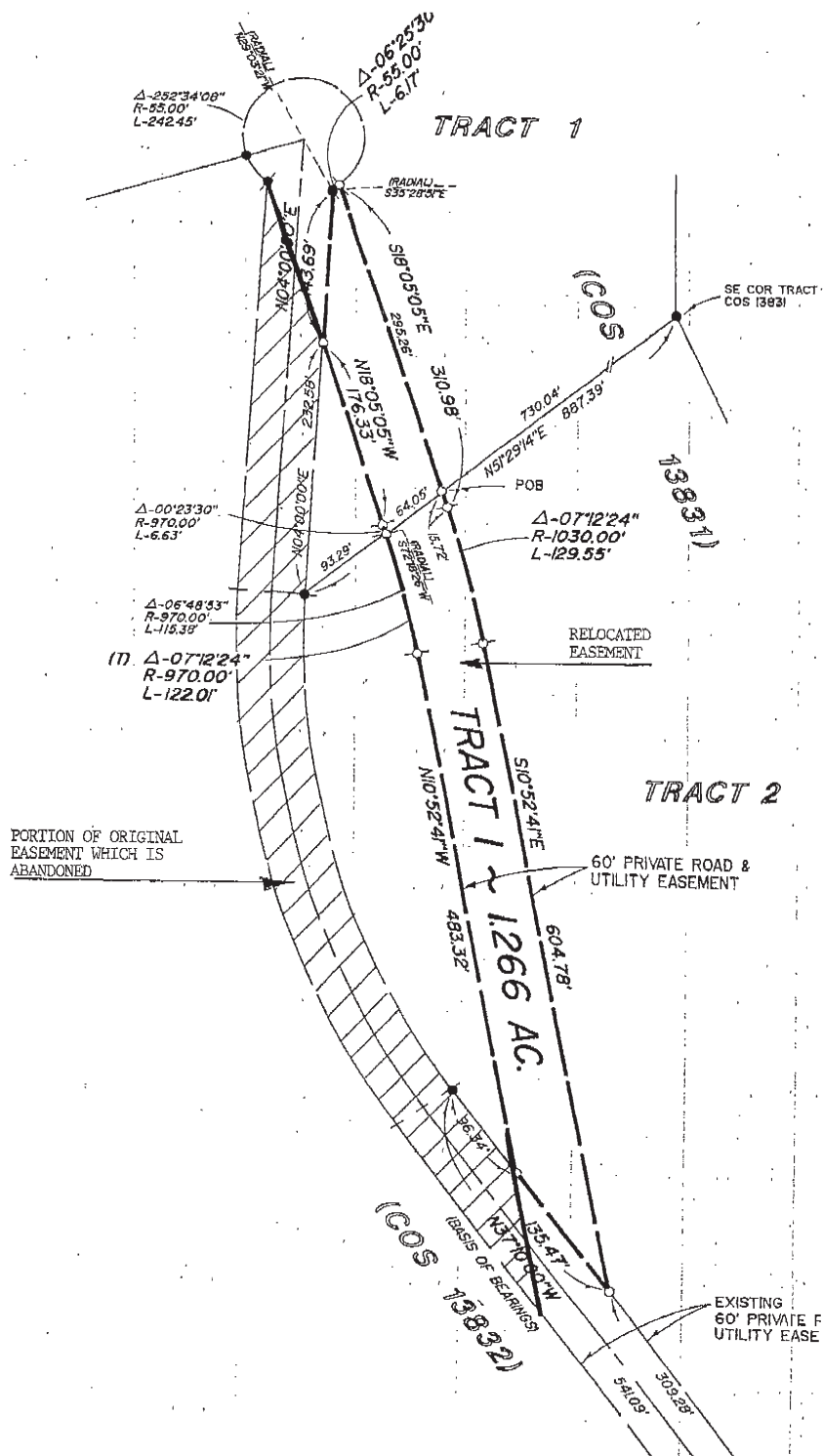


EXHIBIT C
TO DECLARATION

**EXHIBIT D TO WHITEFISH KNOLLS
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

60 FOOT PRIVATE ROAD AND UTILITY EASEMENT TO BE ABANDONED

A TRACT OF LAND SITUATED, LYING, AND BEING IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 30 NORTH, RANGE 21 WEST, P.M.M., FLATHEAD COUNTY, MONTANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

Commencing at the southeast corner of TRACT 1 of CERTIFICATE OF SURVEY NO. 13831 (records of Flathead County, Montana); Thence S51° 29' 14" W 887.39 feet to a found iron pin on a 670.00 foot radius curve, concave northeasterly (radial bearing S86° 00' 00"E), which is THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; Thence southwesterly and southeasterly along said curve through a central angle of 41° 10' 00" an arc length of 481.39 feet to a found iron pin; Thence S337° 10' 00"E 96.34 feet to a found iron pin; Thence S10° 52' 41"E 135.47 feet; Thence N37° 10' 00"W 217.80 feet to a found iron pin and the P.C. of a 730.00 foot radius curve, concave northeasterly, having a central angle of 41° 10' 00"; Thence along an arc length of 524.50 feet to a found iron pin; Thence N04° 00' 00"E 376.27 feet to a found iron pin; Thence S18° 39' 50"E 155.71 feet to a found iron pin; Thence S04° 00' 00"W 232.58 feet to the point of beginning.

Refer to:
Alliance title
SOIS main
Feet mts 990'

STATE OF MONTANA, }
County of Flathead } ss

Recorded at the request of ATEC
this 11 day of May, 2000 at 3:45 o'clock PM and recorded in
the records of Flathead County, State of Montana.

Fee \$ 114- Pd.

RECEPTION NO. 2000132 15450

RETURN TO

ABOVE

Susan St. Harrison
(Flathead County Clerk and Recorder)
Kelukah Esch
(Deputy)

2002284/5010



BY-LAWS
OF
WHITEFISH KNOLLS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I: NAME AND PRINCIPAL OFFICE

The name of the corporation shall be the Whitefish Knolls Homeowners Association, Inc., and shall hereinafter be referred to as the Association. The principal office of the Association shall be at 248 Pine Woods Court, Whitefish MT 59937. The business and the purpose of the Association shall be the operation and maintenance of the Common Drives and Access Roads of the Property, and the enforcement of the Protective Covenants as those terms are described in the Declaration of Covenants, Conditions, and Restrictions of Whitefish Knolls, and such other lawful purposes as the members of the Association and the Board of Directors of the Association shall from time to time determine.

ARTICLE II: DEFINITIONS

1. "Annual Assessments" shall mean the charge levied and assessed each year against each Parcel for the operation of the Association.
2. "Board" shall mean the Board of Directors of the Association.
3. "Declarants" shall mean the makers of the Declaration of Covenants, Conditions, and Restrictions of Whitefish Knolls Homeowners Association.
4. "Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions of Whitefish Knolls as filed in the records of Flathead County, Montana on May 11, 2000, under Reception No. 200013215450 and as the same may from time to time be amended.
5. "Common Drives" and "Access Road" shall have the meaning as defined in the Declaration.
6. "Member" shall mean the Owner of each Parcel within the Property.
7. "Owner" shall mean the record owner, whether one or more persons or entities, of any Parcel within the Property, including buyers under a contract for deed in possession of any Parcel, but not including any seller under a contract.
8. "Parcel" shall mean any parcel of land that is a part of the Property as described in the Declaration.
9. "Property" shall mean all of the real property as described in Exhibit A of the Declaration, and as may be annexed to from time to time.

10. "Special Assessment" shall mean any assessment levied against each Parcel for any reason other than the Annual Assessment.
11. All other terms used shall have the same meaning as in the Declaration.

ARTICLE III: MEMBERSHIP

1. **MEMBERS.** Each Owner of a Parcel shall be a Member of the Association. There shall be an equal number of Members as there are Parcels within the Property. Any, or all, of the Declarants who are also Owners shall be a Member.
2. **NON-LIABILITY FOR CORPORATE OBLIGATIONS.** No Member of the Association shall be personally liable for any obligations of the Association.

ARTICLE IV: MEETINGS OF THE MEMBERS

1. **ANNUAL MEETINGS.** The first annual meeting of the Members shall be held within one year from the date of the filing of the Articles of Incorporation of the Association and each subsequent regular annual meeting of the Members shall be held on such a day and time as is set annually by the Board of Directors.
2. **SPECIAL MEETINGS.** Special meetings of the Members may be called at any time by the President or the Board of Directors, or upon written request of at least 51% of the Members.
3. **NOTICE OF MEETINGS.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Board of Directors by mailing a copy of such notice, postage prepaid, at least thirty days before such a meeting to each Member entitled to vote thereat, addressed to the Members address last appearing on the books of the Association or such other address as the Member directs. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.
4. **QUORUM.** The presence at the meeting of Members in person or represented by proxy, entitled to cast one-half (1/2) of the votes shall constitute a quorum for any action except as otherwise provided for in these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.
5. **VOTES/PROXIES.** At all meetings of Members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Parcel. Each Member including the Declarants will have the same number of votes as Parcels owned.

ARTICLE V: BOARD OF DIRECTORS

1. NUMBER. The business and affairs of the Association shall be managed by a Board of Directors, who shall be Members of the Association, or who shall be appointed by a majority vote of the Members, and said Board shall have the exclusive right of determining and transacting the affairs of the Association. The Board will consist of at least three (3) but not more than five (5) Directors, who shall be determined as provided in these By - Laws.

2. COMPENSATION. No Director shall receive any compensation for any service rendered to the Association that is related to the duties of being a Director. A Director, or any other Member, may be hired by the Association as an independent contractor to provide a service required by the Association that is not related to the duties normally associated with that of a Director.

3. ACTION TAKEN WITHOUT A MEETING. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

4. ELECTION OF THE BOARD OF DIRECTORS. The initial Board of Directors shall consist of three (3) directors whose names and addresses are set forth below and they shall serve the terms specified:

NAME	ADDRESS	TERM
Tom Courtney	P.O. Box 9497 Jackson, Wyoming 83002	3 years
David Tseng	248 Pine Woods Court Whitefish, Montana 59937	2 years
Sue Courtney	P.O. Box 9497 Jackson, Wyoming 83002	1 year

After the initial board members have served their terms, the Board of Directors shall be elected by the Members. Each Director shall be elected for a term of three years and such election shall be staggered so that one Director is elected each year. The Director to be elected shall be elected by each Member entitled to vote casting their vote in a manner prescribed by the Board, and the person with the most votes shall be elected Director.

5. VACANCIES. Vacancies on the Board shall be filled by appointment of a Member to serve in the vacated Director's position until the expiration of his term. The appointment shall be made by a majority of the remaining Directors.

ARTICLE VI: MEETINGS OF THE DIRECTORS

1. **REGULAR MEETINGS.** Regular meetings of the Board shall be held as necessary for the conducting of the affairs of the Association, but no less often than annually, at such time and place as may be fixed by resolution of the Board.
2. **SPECIAL MEETINGS.** Special meetings of the Board shall be held when called by the President or by any two (2) Directors after not less than ten (10) days notice to each Director.
3. **QUORUM.** A majority of the number of Directors shall constitute a quorum for the transaction of business of the Board. Every act or decision done or made by a majority of the Directors present at a duly, held meeting at which a quorum is present shall be regarded as an act of the Board.

ARTICLE VII: POWERS OF THE BOARD

1. **POWERS OF THE BOARD OF DIRECTORS.** The Board shall have the power to:
 - a) Adopt and publish rules and regulations governing the use of the Common Drives and Access Road, and the personal conduct of the Members and their guests thereon.
 - b) Suspend a Member's right to use the Common Drive and Access Road for any period in which a Member shall be in default in the payment of any assessment levied by the Association. Any such suspension shall be promptly lifted upon receipt of payment eliminating the default which caused the suspension.
 - c) Exercise for the association all Powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Declaration.
 - d) Declare the position of a member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive meetings.
 - e) Enforce the Protective Covenants of the Declaration in any manner allowed by law.
 - f) Employ a manager, an independent contractor, or such other persons as they deem necessary to administer the affairs of the Association, and to prescribe their duties.
 - g) Enter into agreements with other property owners or owner's associations for the maintenance of the Access Road.

200228415D10

ARTICLE VIII: MINUTES OF MEETINGS

A copy of the written minutes of any meeting of the Board shall be distributed to all Members no later than sixty (60) days after the adjournment of such meeting.

ARTICLE IX: OFFICERS

- 1. ENUMERATION OF OFFICERS.** The officers of the Association shall be President, a Vice President, a Secretary, and a Treasurer and such other Officers as the Board may deem necessary. Any Person may hold more than one office, provided that neither the Secretary nor the Treasurer may serve concurrently as the President. The President, Vice President and Secretary shall be a Member of the Board. The Treasurer may be, but need not be, a Member of the Board. Each Officer must be a Member of the Association, or be appointed by a majority vote of all Members of the Association.
- 2. ELECTION.** The initial Officers shall be chosen by a majority vote of the Directors at the first meeting of the Board, and thereafter Officers shall be removed or chosen at any subsequent meeting of the Board by a majority vote of the total number of Directors on the Board.
- 3. TERM.** All Officers shall hold office at the pleasure of the Board.
- 4. RESIGNATION OF OFFICERS.** Any Officer may resign at any time by giving written notice to the Board. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Association under any contract to which the Officer is a party.
- 5. PRESIDENT.** The President shall be the Chief Executive Officer of the Association and shall, subject to the control of the Board, have supervision, direction and control of the business of the Association. He shall preside at all meetings of the Members and at all meetings of the Board. The President shall co-sign all checks and promissory notes on behalf of the Association, and shall have such powers and duties as may be prescribed by the Board or by these By-laws.
- 6. VICE PRESIDENT.** In the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting shall have all powers of, and be subject to the restrictions upon, the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed for him by the Board or by these By-laws.
- 7. SECRETARY.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the

Association together with their addresses and shall perform such other duties as required by the Board.

8. TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of accounts; and perform such other duties as the Board shall require.

ARTICLE X: COMMITTEES

1. ARCHITECTURAL CONTROL COMMITTEE. The Association shall have an Architectural Control Committee as provided for in the Declaration.

2. OTHER COMMITTEES. The Board shall appoint such committees as it shall deem appropriate to administer the affairs of the Association.

ARTICLE XI: BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by a Member at the principal office of the Association and copies of such documents shall be furnished to a Member upon written request at a reasonable cost.

ARTICLE XII: ASSESSMENTS

Each Member is obligated to pay to the Association all Annual and Special Assessments which are assessed by the Board. Said Assessments are secured by a continuing lien upon the Parcel against which the Assessment is made, and is also a personal obligation of the Owner in possession of such Parcel at the time of Assessment. Any Assessments which are not paid when due shall be delinquent and shall bear interest at the maximum legal rate allowed by law from the date due. In the event the Association has to take collection actions against a Member to collect the Assessment, all costs of collection, including reasonable attorney fees, shall be added to the amount of the Assessment and be due and payable to the Association. No Owner or Member may waive or otherwise escape liability for the Assessments provided for herein by the non-use of the Common Drives or abandonment of his Parcel.

ARTICLE XIII: LIMITATION ON MEMBERS LIABILITY

The private property of the Members of the Association shall not be liable for the debts of the Association. The Directors of the Association shall not be personally liable to the Association or the Members of the Association for monetary damages for the breach of the Director's fiduciary duty as Directors except as follows:

- 1) For the breach of a Director's duty of loyalty to the Association or it's Members;

- 2) For acts or omissions that constitute willful misconduct, recklessness or knowing violation of law;
- 3) For transactions from which a Director derives an improper benefit;
- 4) When a Director votes for a distribution contrary to law or to these By-Laws.

ARTICLE XIV: AMENDMENTS

These By-laws may be amended or restated with the consent of the Owners of two-thirds (2/3's) of the Parcels. Such consent may be by written consent or by vote at a regular or special meeting of the members of the Association, or by a combination of written consents and votes. Such consent shall be evidenced by a certificate signed by the President and Secretary of the Corporation stating the terms of the amendment, the names of the persons consenting to the amendment and the way in which each person's consent was obtained.

ARTICLE XV: INTERPRETATION

In the case of any conflict between the Declaration and these By-laws, the Declaration shall control; in the case of any conflict between these By-laws and Montana law, Montana law shall control.

ARTICLE XVI: FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

ADOPTION

The undersigned, being all of the directors of the Association, do hereby adopt the foregoing By-Laws as the By-Laws of the Association to be effective the 4 day of Sept, 2002.


Tom Courtney, Director


David Tseng, Director


Sue Courtney, Director

2002284 15010

STATE OF Wyoming)
County of Teton) : ss

On this 4th day of September, 2002, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared TOM COURTNEY, G personally known to me OR proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity as incorporator and initial director.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year first above written.

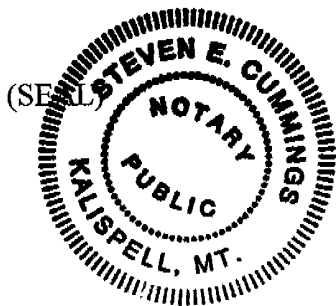


Mary E. Abruzzese
Notary Public for the State of Wyoming
Residing at Jackson, WY
My Commission expires June 25, 2006

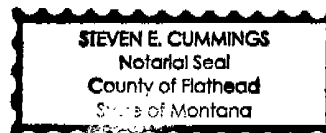
STATE OF Montana)
County of Flathead) : ss

On this 11th day of Sept, 2002, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared DAVID TSENG, G personally known to me OR G proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity as incorporator, initial director and initial registered agent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year first above written.



STEVEN E. CUMMINGS
Notary Public for the State of Montana
Residing at Kalispell
My Commission expires 7/27/2006



2002284/SD10

STATE OF Wyoming)
: ss

County of Teton

On this 4th day of September, 2002, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared SUE COURTNEY, personally known to me OR proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity as incorporator and initial director.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year first above written.

(SEAL)



Mary E. Arnesen
Notary Public for the State of Wyoming
Residing at SACKSON, WY
My Commission expires June 25, 2006

2002284 /SD10

EXHIBIT A

Lands lying and being in Flathead County, Montana, more particularly described as follows:

A tract of land situated, lying and being in the Southwest Quarter of Section 20, Township 30 North, Range 21 West, P.M., M., Flathead County, Montana, and more particularly described in the Certificate of Surveys recorded with Flathead County, Montana, as follows:

Parcel 1	Tract 4 of Certificate of Survey No. 13978
Parcel 2	Tract 3 of Certificate of Survey No. 13978
Parcel 3	Tract 2 of Certificate of Survey No. 13978
Parcel 4	Tract 1 of Certificate of Survey No. 13978
Parcel 5	Tract 1 of Certificate of Survey No. 13831
Parcel 6	Tract 2 of Certificate of Survey No. 13831
Parcel 7	Tract 1 of Certificate of Survey No. 13832
Parcel 8	Tract 2 of Certificate of Survey No. 13832

Return after recording to

Steve Cummings

Box 7370

Kalispell MT 59904-0370

\$60.-

STATE OF MONTANA)
County of Flathead)
Recorded at the request of S. Cummings this 11 day of OCT 2002 3:01
o'clock 600- and recorded in the records of Flathead County, State of Montana.
Fee \$ 600- Pd. Supern N. [Signature]
Flathead County Clerk and Recorder
Tawh R
Deputy
DOCUMENT NO. 2002284 /SD10