

**DECLARATION OF CONDITIONS, COVENANTS,
RESTRICTIONS AND RESERVATIONS**

THIS DECLARATION, made this 10th day of July, 1991, by the undersigned, hereinafter referred to as "Declarants."

TO THE PUBLIC,

The Declarants are the owners of certain real property situated in Flathead County, Montana, more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference.

WHEREAS, the Declarants are, by this Declaration, subjecting said real property to the conditions, covenants, restrictions and reservations hereinafter set forth, each and all of which is and are for the benefit of said real property, and for each owner of every parcel thereof, and each and all of which shall inure to the benefit of, run with and pass with said real property, and each and every parcel thereof, and shall apply to and bind any owner thereof, his, her or its heirs, legal and personal representatives, successors, and assigns.

NOW, THEREFORE, the Declarants, being the owners of all of the real property described above, hereby declare that said real property, and each parcel thereof, is and shall be held, transferred, sold and conveyed subject to the conditions, covenants, restrictions and reservations hereinafter set forth, which are designed for the purpose of enhancing and protecting the value and beauty of said real property, and to provide a uniform plan for the development of the whole of said real property.

These conditions, covenants, restrictions and reservations in this Declaration are to run with the land and shall be binding upon all parties and all persons owning said real property, and each and every parcel thereof, or claiming under them. Each owner and his, her or its heirs, legal and personal representatives, successors, and assigns, shall conform to and observe the following conditions, covenants, restrictions and reservations as to the use of said real property, to-wit:

1. **PURPOSE AND USE.** All lots are designed as small farm or ranch tracts and shall be used only for country single-family residential purposes. There shall not exist on any parcel at any time more than one residence. No trailer, tent, shack, mobile home, or temporary building shall be erected on any of the parcels. No apartment house, duplex, lodging house, rooming house, or other multiple-family dwelling shall be erected on any of the parcels, and no lot, tract, parcel or any part thereof shall be used at any time for business, trade, manufacture, or any other commercial purposes whatsoever.

- A. **Exception:** Normal agricultural use of the land shall be permitted and shall not be in violation of these restrictive covenants. Agricultural products and crops may be grown, and farm animals such as livestock and fowl may be kept and raised for personal use only, provided, however, that the number of such livestock animals is expressly limited to no more than 10 goats, 20 poultry, 2 swine, either 10 cattle or 10 horses, or a combination of cattle and horses not to exceed 10, kept on said parcel. Feedlots and swine farms are expressly prohibited.



2. **BUILDING TYPES AND USE.** No building shall be erected, altered, placed or permitted on any lot, tract or parcel of the herein described property, except a single-family dwelling used for residential purposes and related out buildings, such as a private garage, barn, storage sheds and shelters.
- A. Any dwelling erected or placed upon any of said property shall be used only as a private, single-family residence, and no dwelling, building or structure may be applied to, used, or occupied as an apartment or multiple-family structure.
 - B. No house trailer, mobile home, or any other prefabricated structure designed to be hauled or moved on wheels, shall be used for temporary or permanent residential purposes. "Factory-built" or "pre-built" homes, designed to be installed or erected upon a permanent foundation, shall be permitted and shall not be classed as a house trailer or mobile home, provided that a "double-wide" mobile home is not to be considered a "factory-built" or "pre-built" home and is expressly prohibited.
 - C. No old, or previously used buildings, whether intended for use in whole or in part as the main residential structure or for use as a garage or any other out building, shall be moved, or permitted upon, any of the property herein described.
 - D. The exterior of all buildings constructed on the premises shall be completed and all building debris removed within an eighteen month period from commencement of construction, and shall not be occupied until the exterior of the building is completed, and the installation and completion of all plumbing fixtures and utilities.
3. **BUILDING CONSTRUCTION AND SIZE.** The ground floor area of any single-family dwelling structure erected or placed upon any lot, exclusive of open porches, basements, and garages, shall not be less than:
- A. 1,000 square feet for a one story house;
 - B. 1,000 square feet on the first floor of a two story house; and
 - C. 1,000 square feet of above-ground living area for a split-level house.
4. **SETBACK LINES.** No building or structure shall be erected on any lot closer than 60 feet to either side or front or rear lot line. When one or two or more lots are acquired as a single building site, the side lot line shall refer only to the lot lines bordering the adjoining property owners.
5. **FENCES.** It shall be required of all lot owners keeping livestock to erect and maintain suitable and adequate fencing to prevent their own livestock from trespassing upon the land of any other lot owner.
6. **SEWAGE.** No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the

requirements, standards and recommendations of the Montana State Department of Health and Environmental Services, and the County of Flathead, Montana.

7. **REMOVAL OF WASTE AND UPKEEP OF APPEARANCE.**

- A. No part of any lot shall be used or maintained as a dumping or storage area for trash, garbage, rubbish, abandoned vehicles or equipment or parts thereof, manure, or any other waste or debris.
- B. No automobiles, automobile bodies, motor vehicles, or parts thereof, shall be left exposed to public view in an inoperative condition, except for a reasonable period of time not to exceed 90 days while the owner is actively engaged in the repair of such vehicle.
- C. No trucks, except pickup trucks or similar sized vans or recreational vehicles, and no commercial type vehicles shall be stored or parked on any parcel, nor parked on any roadway, unless engaged in transporting to or from a residence.
- D. All garbage cans used in connection with any dwelling shall be tightly covered at all times and kept from view of the public. If not kept inside, as in a garage, then garbage cans must be screened from view, except for garbage pick up days when garbage cans may be exposed to view for the convenience of the garbage collector.
- E. The lawns and grounds of each lot shall be maintained so as to preclude noxious weeds or underbrush.
- F. No owner shall cut or remove timber so as to have the parcel appear clear-cut.

8. **WATER SUPPLY.** Each lot owner shall provide his own well, or shall privately arrange for joint use of another lot owner's well.

9. **UNDERGROUND UTILITIES.** All utility service lines, whether for power, telephone, or otherwise, shall be placed underground when said lines serve or cross any lot. The owner of each lot shall be solely responsible for all utility connecting costs and extending service from the underground service line to his residence.

10. **EASEMENT FOR ROAD AND UTILITIES.** The Declarants, for themselves, and their heirs and assigns, do hereby reserve an easement of 60 feet in width as designated on the Correction Certificate of Survey No. 10121, revised July 8, 1991, for the installation and maintenance of utilities and roadway, and further retain an easement of 10 feet in width over and across each lot whenever and wherever reasonably necessary for the installation and maintenance of utilities. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities, such as gas, electricity telephone, television cable, sewage lines, and water systems, on account of temporary or other inconvenience caused thereby, against the Declarants, or any utility company or governmental entity, or any of its agents or servants are waived by the owners. The Declarants further reserve the right to change, lay out a new, or discontinue any street or way not necessary for ingress or egress to and from an owner's parcel, subject to approval of a governmental agency, if approval is required.



11. **SUBDIVISION OF LOTS.** No lot shall be divided into resulting parcels that are less than 10 acres in size. In the event of any such subdivision of a lot, the resulting parcels of land shall be treated as separate lots for all purposes wherever the term "lot" appears in the other provisions herein of this Declaration. In no event shall there be erected, placed or permitted more than one single-family dwelling on any 10 acre tract or lot.

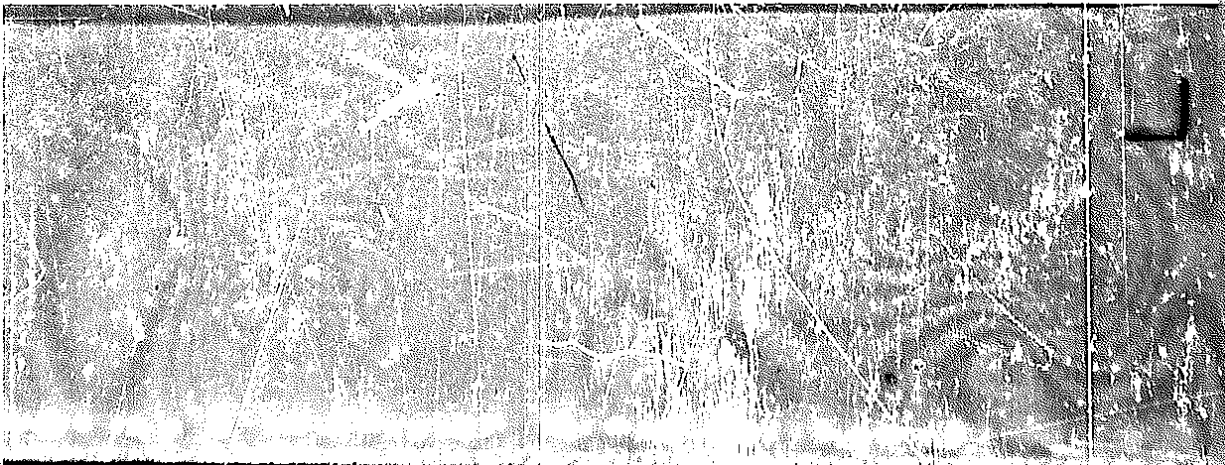
12. **FILLING IN AND REMOVING.** The elevation of a parcel shall not be changed so as to materially affect the surface elevation or grade of the surrounding parcels. No timber, rock, gravel or clay shall be cut, excavated or removed from any parcel for commercial purposes.

13. **NUISANCES.** No noxious or offensive activity shall be carried on or permitted upon any of the lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; 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 lot.

- A. No clothes lines or drying yard shall be permitted unless concealed by hedges, lattice work, or screen acceptable to the Declarants or the architectural control committee.
- B. No advertising signs, billboards, or advertising structure, except standard real estate "For Sale" signs, shall be displayed on any parcel.
- C. In the event that any owner of any parcel shall fail or refuse to keep the premises free from noxious weeds, undergrowth, refuse piles, unused motor vehicles, or other unsightly growths or objects, then the Declarants or the architectural control committee may enter upon the parcel and remove the same at the expense of the owner and such entry shall not be deemed a trespass. In the event of such a removal, a lien shall arise and be created in favor of the Declarants or the architectural control committee and against the owner's parcel for the full amount chargeable to the parcel and that amount shall be due and payable within 30 days after the owner is billed for such work.

14. **APPROVAL OF PLANS.** For the purpose of further insuring the development of the real property as an area of high standards, the Declarants reserve the power to control the buildings, structures, and other improvements placed on each parcel, as well as to make such exceptions to these conditions, covenants, restrictions and reservations as the Declarants shall deem necessary, appropriate, or proper.

Whether or not specifically stated in any conveyance of a parcel made by the Declarant, the owner or occupant of each and every parcel, by acceptance of title or by taking possession, covenants and agrees that no building or other structure shall be placed upon the parcel unless and until the plans and specifications therefore and the plat plan have been approved in writing by the Declarants. Each building or structure shall be placed on the premises only in accordance with the approved plans and specifications and the approved plot plan. Refusal to approve plans and specifications by the Declarants may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Declarants, shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval.



15. **DELEGATION OF ARCHITECTURAL CONTROL TO COMMITTEE.** The Declarants may appoint three persons to a committee to approve all plans as required in the preceding paragraph and to perform other functions specified in this Declaration. After January 1, 2001, all privileges, powers, rights, and authority retained by the Declarants pursuant to this Declaration shall be exercised by and invested in a committee that shall be selected by the owners of a majority of the parcels in the subdivision.

- A. The architectural control committee shall be composed of three members, who shall not be entitled to compensation for services performed pursuant to this Declaration.
- B. The architectural control committee shall have jurisdiction over all of those acts and activities as provided in this Declaration.
- C. The committee's approval or disapproval as required in this Declaration or other notice required under this Declaration shall be in writing. In the event the committee fails to act within 30 days after proposed plans and specifications of any structure have been submitted in writing, and, in any event, if no suit to enjoin the construction has been commenced prior to the completion of an entire dwelling, no specific approval shall be required for such structure and the appurtenant provisions of this Declaration shall be deemed to have been complied with in full.
- D. Eighty percent of the record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee, or to withdraw from the committee, or restore to the committee, or add to the committee, any powers and duties.
- E. The architectural control committee shall have the power, if the committee shall deem necessary, to establish a homeowners' association, bylaws, rules, and regulations pursuant thereto.

16. **FIREARMS AND HUNTING.** Hunting within the subdivision is prohibited and no firearm may be discharged within the subdivision at any time.

17. **YARD LIGHTS, MAILBOXES AND FUEL TANKS.** The location of outside yard lights, mailboxes and fuel tanks to be erected on a parcel must first be approved in writing by the Declarants or by the architectural control committee.

18. **MAINTENANCE OF EXTERIOR OF RESIDENCE AND BUILDINGS.** Each owner of a parcel who has erected a residence or out building shall provide exterior maintenance to the residence and buildings, including painting and repairing the exterior. In the event any owner shall fail or neglect to provide such exterior maintenance, the Declarants or the architectural control committee shall notify such owner in writing, specifying the need for maintenance and providing a time period in which the owner must paint or repair the exterior of the residence or buildings. Should the owner not repaint or make the specified repair, then the Declarants or the architectural control committee may enter upon the property and rectify the deficiencies at the expense of the owner and such entry shall not be deemed a trespass. In the event of such action by the Declarants or architectural control committee, a lien

shall arise and be created in favor of the Declarants or the architectural control committee and against the owner's parcel for the full amount chargeable, both materials and labor and that amount shall be due and payable within 30 days after the owner is billed for it.

19. **ROADWAY CONSTRUCTION AND MAINTENANCE.** The roadway and streets providing access to the subdivision and within the subdivision shall be maintained, including snow removal, by the purchasers or owners of the parcels in the subdivision in proportionate share. This proportionate share shall be computed by dividing the total number of parcels into the total cost of the maintenance. The Declarants or the architectural control committee shall determine the annual cost of roadway and street maintenance by June 1 of each year, and the owners of the parcels shall pay an annual charge for maintenance of the roadways and streets. In the event that an owner fails to pay the annual charge, a lien shall arise and be created in favor of the Declarants or the architectural control committee and against the owner's parcel for the full amount chargeable to the parcel and that amount shall be due and payable within 30 days after the owner is billed for it.

- A. The obligation of each lot owner to pay into said road maintenance agreement shall begin at such time as said lot owner has purchased a lot.
- B. Snow removal shall be performed as necessary on an annual basis by a contract arrangement with a party or entity who provides such service.
- C. Major repairs and improvements over and above normal maintenance on the roadway and ditches shall be required by consent of 80 percent of the owners of the parcels.

20. **REMEDIES FOR VIOLATIONS AND ENFORCEMENT.** For a violation or a breach of any of these conditions, covenants, restrictions and reservations by any person claiming by, through, or under the Declarants, or by virtue of any judicial proceedings, the Declarants, and the parcel owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, including, but not limited to, injunctive relief. In addition to the foregoing right, the Declarants and the architectural control committee shall have the right, whenever there shall have been built on any lot any structure which is violation of these conditions, covenants, restrictions and reservations, to enter upon the property on which the violation exists, and summarily abate or remove the same at the expense of the owner, and any such entry or abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the conditions, covenants, restrictions and reservations shall not bar their enforcement.

- A. The invalidation of any one or more of the conditions, covenants, restrictions and reservations by any court of competent jurisdiction in no wise shall affect any of the other conditions, covenants, restrictions and reservations, but they shall remain in full force and effect.
- B. Should the owner fail, neglect, or refuse to satisfy and discharge any bill or any lien arising under any provision of these conditions, covenants, restrictions and reservations, within the time period given for payment, the Declarants or architectural

control committee or other interested person shall have the right to interest on the sums due and owing, effective the date the sum was initially due to be paid, at the rate of 12 percent per annum, and shall be entitled to receive a reasonable attorney's fee and all costs of collection, and all costs of any suit filed.

21. **TERM.** The provisions of this Declaration shall be binding for a term of 20 years from the date of this Declaration, after which time this Declaration shall be automatically extended for successive periods of 10 years, unless an instrument signed by the record owners of 80 percent of the parcels in said subdivision, duly acknowledged, has been recorded, agreeing to change or amend this Declaration in whole or in part.

22. **AMENDMENT.** This Declaration may be amended by an instrument signed by the owners of 80 percent of the lots covered by this Declaration at the time of amendment.

23. **BINDING.** These conditions, covenants, restrictions and reservations shall be binding upon and inure to the benefit of the record owner of a parcel of said real property described in Exhibit "A", and to such owners' respective heirs, legal and personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Declarants have hereunto signed the foregoing document the day and year first above written.

Mark P. Colonna
MARK P. COLONNA, Declarant

Laura Kyras-Colonna
LAURA KYRAS, COLONNA, Declarant

STATE OF ILLINOIS)
)ss
County of)

On this 10th day of JULY, 1991, before me, a Notary Public for the State of Illinois, personally appeared MARK P. COLONNA and LAURA KYRAS-COLONNA, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

" OFFICIAL SEAL "
JAMES R. MILLER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/9/93

James R. Miller
Notary Public for the State of IL
Residing at GENEVA IL
My Commission Expires: 09-09-93



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EXHIBIT "A"

The South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), the Southwest Quarter (SW $\frac{1}{4}$) of Section 27; the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$), the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 28, all in Township 31 North, Range 22 West, P.M.M. Flathead County, Montana.

EXCEPTING THEREFROM that certain tract of land conveyed to Ralph Wardlow by deed recorded June 28, 1954, in Book 362, Page 234, records of Flathead County, Montana, particularly described as follows:

A tract of land 10 rods wide and 16 rods long having its center at the highest point on Lion Mountain, and being in Flathead County, Montana, and more particularly described as being in the Northeast Quarter of the Southeast Quarter of Section 28 or in Section 27 in Township 31 North, Range 22 West, P.M.M., it being understood that the highest point is herein conveyed whether in either section as above described or in the Northwest Quarter of the Southwest Quarter of Section 27 same Township and Range, together with the right to construct a road twenty feet wide across other property owned by grantor for ingress and egress.

ALSO EXCEPTING THEREFROM a tract of land in the Southwest Quarter of Section 27, Township 31 North, Range 22 West, P.M.M., Flathead County, Montana, particularly described as follows:

Commencing at the South one-quarter corner of said Section 27;

thence

West a distance of 1,320.92 feet to a point; thence

North a distance of 1,552.16 feet to the True Point of Beginning of the tract of land being described; thence

North 34°07' East, a distance of 156.0 feet to a point; thence

South 55°53' East, and at right angles, 280.0 feet to a point; thence

South 34°07' West, and being parallel with the Northwest boundary line of the tract of land being described, 156.0 feet to a point; thence

North 55°53' West, and being parallel with the Northeast boundary line of the tract of land being described, 280 feet to the Place of Beginning.

TOGETHER WITH AND SUBJECT TO all easements of record and those easements for roadway and utilities as described in Certificate of Survey No. 10121, Flathead County, Montana.

Further described as Tracts 1 through 13 on Correction Certificate of Survey No. 10121, revised July 8, 1991, and described as follows:



THIRTEEN TRACTS OF LAND, SITUATED, LYING, AND BEING IN SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 27 AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, BOTH IN TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M., M., FLATHEAD COUNTY, MONTANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

TRACT 1:

BEGINNING at the northwest corner of the Southeast Quarter of the Northeast Quarter of Section 28, Township 31 North, Range 22 West, P.M., M., Flathead County, Montana; Thence S89°13'50"E and along the north boundary of said SE1/4NE1/4 a distance of 1352.07 feet to a set iron pin and the northeast corner thereof; Thence N89°42'28"E and along the north boundary of the SW1/4NW1/4 of Section 27 a distance of 64.64 feet to a set iron pin; Thence S00°48'55"W 591.18 feet to a point on the centerline of a 60 foot private road and utility easement which is on a 120.00 foot radius curve, concave southeasterly, (radial bearing S17°26'49"W); Thence northwesterly and southwesterly along said centerline and along said curve through a central angle of 58°36'49" an arc length of 122.76 feet; Thence S48°50'00"W 108.00 feet to the P.C. of a 400.00 radius curve, concave southeasterly, having a central angle of 48°03'50"; Thence along an arc length of 335.55 feet; Thence leaving said centerline N89°13'50"W 1089.36 feet to a set iron pin on the west boundary of the said SE1/4NE1/4 of said Section 28; Thence N00°48'55"E and along said west boundary 985.40 feet to the point of beginning and containing 29.773 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

TRACT 2:

BEGINNING at the southwest corner of the Southeast Quarter of the Northeast Quarter of Section 28, Township 31 North, Range 22 West, P.M., M., Flathead County, Montana; Thence N00°48'55"E and along the west boundary of said SE1/4NE1/4 a distance of 361.51 feet to a set iron pin; Thence S89°13'50"E 1089.36 feet to the centerline of a 60 foot private road and utility easement which is on a 400.00 foot radius curve, concave northeasterly, (radial bearing S89°13'50"E); Thence along said centerline, southeasterly along said curve through a central angle of 33°16'10" an arc length of 246.23 feet; Thence S34°30'00"E 189.03 feet; Thence leaving said centerline S52°15'44"W 1600.45 feet to a set iron pin on the west boundary of the NE1/4SE1/4 of said Section 28; Thence N0°20'36"W and along said west boundary 1020.45 feet to the point of beginning and containing 24.761 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

TRACT 3:

BEGINNING at the southwest corner of the Northeast Quarter of the Southeast Quarter of Section 28, Township 31 North, Range 22 West, P.M., M., Flathead County, Montana; Thence N00°20'36"W and along the west boundary of said NE1/4SE1/4 a distance of 295.00 feet to a set iron pin; Thence N52°15'44"E 1600.45 feet to the centerline of a 60 foot private road and utility easement; Thence S34°30'00"E 250.00 feet to a set iron pin; Thence S04°29'28"W 1082.96 feet to a set iron pin being the southeast corner of said NE1/4SE1/4; Thence N89°31'04"W and along the south boundary of said NE1/4SE1/4 a distance of 1320.75 feet to the point of beginning and containing 25.744 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

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TRACT 4

Commencing at the southeast corner of the Northeast Quarter of the Southeast Quarter of Section 28, Township 31 North, Range 22 West, P.M., M., Flathead County, Montana; Thence N04°29'28"E 615.00 feet to a set iron pin and THE TRUE POINT OF BEGINNING OF A TRACT OF LAND HEREIN DESCRIBED: Thence continuing N04°29'28"E 467.96 feet to a set iron pin; Thence N34°30'00"W 439.03 feet to the P.C. of a 400.00 radius curve, concave northeasterly, having a central angle of 83°20'00"; Thence northwesterly and northeasterly along said curve an arc length of 581.78 feet; Thence N48°50'00"E 108.00 feet to the P.C. of a 120.00 radius curve, concave southwesterly, having a central angle of 100°40'00"; Thence along an arc length of 210.84 feet; Thence S30°30'00"E 437.88 feet to the P.C. of a 500.00 foot radius curve, concave northeasterly, having a central angle of 23°15'00"; Thence along an arc length of 202.89 feet; Thence S53°45'00"E 267.36 feet to the P.C. of a 469.18 foot radius curve, concave southwesterly, having a central angle of 36°25'00"; Thence along an arc length of 298.20 feet; Thence S17°20'00"E 379.39 feet to the P.C. of a 120.00 foot radius curve, concave northwesterly, having a central angle of 86°20'00"; Thence along an arc length of 180.82 feet to the P.P.C. of a 133.45 foot radius reverse curve, concave southeasterly, (radial bearing S21°00'00"E); Thence southwesterly along said curve through a central angle of 59°25'56" an arc length of 138.43 feet; Thence N80°25'56"W 830.74 feet to the point of beginning and containing 25.281 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

TRACT 5:

BEGINNING at the northwest corner of the Southwest Quarter of the Southwest Quarter of Section 27, Township 31 North, Range 22 West, P.M., M., Flathead County, Montana; Thence N04°29'28"E 615.00 feet to a set iron pin; Thence S80°25'56"E 830.74 feet to a point on the centerline of a 60 foot private road and utility easement which is on a 133.45 foot radius curve, concave southeasterly, (radial bearing S80°25'56"E); Thence along said centerline southwesterly and southeasterly along said curve through a central angle of 24°44'04" an arc length of 57.61 feet; Thence S15°10'00"E 583.60 feet; Thence leaving said centerline S60°38'38"W 1169.81 feet to a set iron pin on the west boundary of said SW1/4SW1/4; Thence N00°15'25"W 718.82 feet to the point of beginning and containing 21.214 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

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TRACT 6:

BEGINNING at the southwest corner of the Southwest Quarter of the Southwest Quarter of Section 27, Township 31 North, Range 22 West, P.M., M., Flathead County, Montana; Thence N00°15'25"W and along the west boundary of said SW1/4SW1/4 a distance of 590.00 feet to a set iron pin; Thence N60°18'38"E 1169.81 feet to a point on the centerline of a 60 foot private road and utility easement; Thence along said centerline S15°10'00"E 225.00 feet to the P.C. of a 122.46 foot radius curve, concave northeasterly, having a central angle of 46°42'57"; Thence southeasterly along said curve an arc length of 99.85 feet to the P.R.C. of a 200.00 foot radius reverse curve, concave southwesterly, (radial bearing S28°07'01"W); Thence southeasterly along said curve through a central angle of 59°42'57" an arc length of 208.45 feet; Thence S02°10'00"E 104.87 feet to the P.C. of a 55.00 radius curve, concave northeasterly, having a central angle of 75°26'17"; Thence southeasterly along said curve an arc length of 76.26 feet; Thence leaving said centerline S08°23'21"W 551.53 feet to a set iron pin on the south boundary of said SW/4SW1/4; Thence N89°56'29"W 1212.33 feet to the point of beginning and containing 25.118 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

TRACT 7:

BEGINNING at the southeast corner of the Southeast Quarter of the Southwest Quarter of Section 27, Township 31 North, Range 22 West, P.M., M., Flathead County, Montana; Thence N89°56'29"W and along the south boundary of said SW1/4 a distance of 1440.00 feet to a set iron pin; Thence N08°23'21"E 551.53 feet to a point on the centerline of a 60 foot private road and utility easement which is on a 55.00 foot radius curve, concave northwesterly, (radial bearing N08°23'23"E); Thence along said centerline southeasterly, northeasterly and northwesterly along said curve through a central angle of 111°38'23" an arc length of 107.17 feet; Thence N13°15'00"W 89.62 feet; Thence leaving said centerline S89°56'29"E 1122.01 feet to a set iron pin on the east boundary of said SW1/4; Thence S00°17'10"W and along said east boundary 700.00 feet to the point of beginning and containing 22.194 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

DO NOT REPRODUCE OR
NOTICIOUSLY REPRODUCE

TRACT 8:

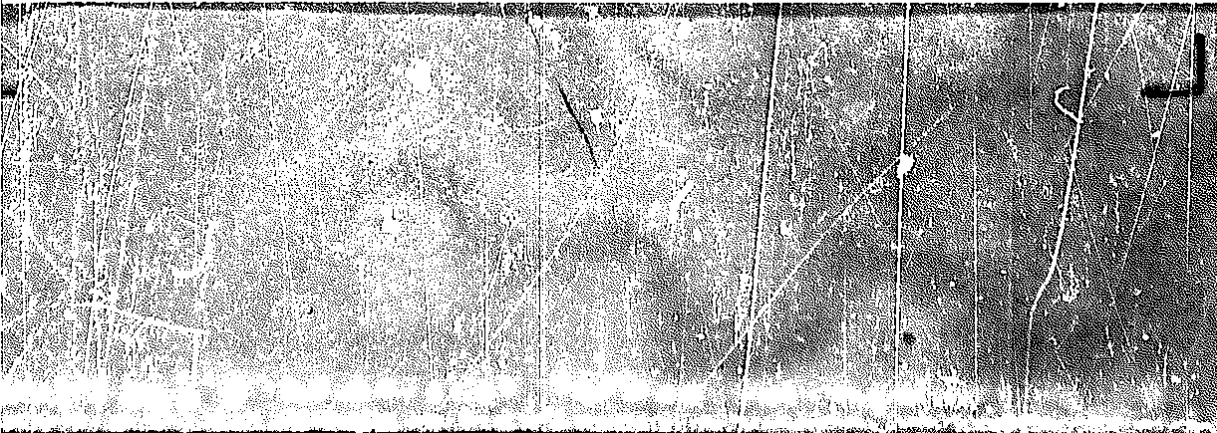
BEGINNING at the northeast corner of the Southeast Quarter of the Southwest Quarter of Section 27, Township 11 North, Range 22 West, P.M.,M., Flathead County, Montana; Thence S00°17'10"W and along the east boundary of said SW1/4 a distance of 622.81 feet to a set iron pin; Thence N89°56'29"W 1122.01 feet to a point on the centerline of a 60 foot private road and utility easement; Thence along said centerline S13°15'00"E 89.62 feet to the P.C. of a 55.00 foot radius curve, concave northwesterly, having a central angle of 191°05'00"; Thence southeasterly, southwesterly and northwesterly along said curve an arc length of 183.43 feet; Thence N02°10'00"W 104.87 feet to the P.C. of a 200.00 foot radius curve, concave southwesterly, having a central angle of 59°42'57"; Thence northwesterly along said curve an arc length of 208.45 feet to the P.R.C. of a 122.46 radius curve, concave northeasterly, (radial bearing N28°07'03"E); Thence northwesterly along said curve through a central angle of 46°42'57" an arc length of 99.85 feet; Thence N15°10'00"W 225.00 feet; Thence leaving said centerline N87°07'14"E 299.29 feet to a set iron pin on northwesterly R/W of said 60 foot private road and utility easement; Thence S00°14'31"E 10.00 feet to a point on the centerline of said 60 foot private road and utility easement which is the P.C. of a 400.00 radius curve, concave northwesterly, having a central angle of 57°13'36", (radial bearing S00°14'31"E); Thence along said centerline northeasterly along said curve an arc length of 399.52 feet; Thence leaving said centerline N79°40'00"E 1025.03 feet to a set iron pin on the east boundary of said SW1/4; Thence S00°17'12"W and along said east boundary 197.19 feet to the point of beginning and containing 23.222 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

DOCUMENT IS ILLEGIBLE AND
NOT LEGIBLY REPRODUCIBLE.

TRACT 9:

Commencing at the northeast corner of the Southwest Quarter of Section 27, Township 31 North, Range 22 West, P.M.,M., Flathead County, Montana; Thence S00°17'32"W and along the east boundary of said SW1/4 a distance of 407.00 feet to a set iron pin and THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED: Thence continuing S00°17'32"W and along said east boundary a distance of 718.81 feet to a set iron pin; Thence S79°40'00"W 1025.03 feet to a point on the centerline of a 60 foot private road and utility easement which is on a 400.00 foot radius curve, concave northwesterly, (radial bearing N57°28'08"W); Thence along said centerline southwesterly along said curve through a central angle of 57°13'36" an arc length of 399.52 feet; Thence leaving said centerline N00°14'31"W 30.00 feet to a set iron pin on the northwesterly R/W of said 60 foot private road and utility easement; Thence S87°07'14"W 299.29 feet to the centerline of said 60 foot private road and utility easement; Thence N15°10'00"W 583.60 feet to the P.C. of a 133.45 foot radius curve, concave southeasterly, having a central angle of 84°10'00"; Thence along said centerline northwesterly and northeasterly along said curve an arc length of 196.04 feet; Thence leaving said centerline S21°00'00"E 30.00 feet to a set iron pin on the southerly R/W of said 60 foot private road and utility easement; Thence N77°31'25"E 1748.92 feet to the point of beginning and containing 27.638 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

Excepting therefrom the following described tract:



(exception from Tract 9)

Commencing at the southeast corner of the Southwest Quarter of Section 27, Township 31 North, Range 22 West, T.M., M., Flathead County, Montana, which is a found iron pin; Thence N89°36'29"W and along the south boundary of said SW1/4 a distance of 1320.92 feet; Thence N00°03'31"E 1552.16 feet to a set iron pin and THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED: Thence N34°10'31"E 156.00 feet to a set iron pin; Thence S55°49'29"E 280.00 feet to a set iron pin; Thence S34°10'31"W 156.00 feet to a set iron pin; Thence N55°49'29"W 280.00 feet to the point of beginning and containing 1.003 ACRES; Subject to and together with all appurtenant easements of record.

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TRACT 10:

Commencing at the northeast corner of the Southwest Quarter of Section 27, Township 31 North, Range 22 West, P.M., M., Flathead County, Montana; Thence S00°17'32"W and along the east boundary of said SW1/4 a distance of 407.00 feet to a set iron pin; Thence S77°31'25"W 430.00 feet to a set iron pin and THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED: Thence continuing S77°31'25"W 1318.92 feet to a set iron pin on the southerly R/W of a 60 foot private road and utility easement; Thence N21°00'00"W 30.00 feet to a point on the centerline of said 60 foot private road and utility easement which is the P.C. of a 120.00 foot radius curve, concave northwesterly, (radial bearing N21°00'00"W); Thence along said centerline northeasterly and northwesterly along said curve through a central angle of 86°20'00" an arc length of 180.92 feet; Thence N17°20'00"W 235.37 feet; Thence leaving said centerline N45°11'24"E 1147.23 feet to a set iron pin; Thence S27°08'16"E 1092.00 feet to the point of beginning and containing 20.001 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

TRACT 11:

Commencing at the northeast corner of the Southeast Quarter of the Northwest Quarter of Section 27, Township 31 North, Range 22 West, P.M., M., Flathead County, Montana; Thence S89°42'28"W and along the north boundary of said SE1/4NW1/4 a distance of 1240.00 feet to a set iron pin and THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED: Thence S20°07'28"E 911.80 feet to a set iron pin; Thence S45°11'24"W 1147.23 feet to a point on the centerline of a 60 foot private road and utility easement; Thence along said centerline N17°20'00"W 94.02 feet to the P.C. of a 469.18 foot radius curve, concave southwesterly, having a central angle of 36°25'00"; Thence along an arc length of 298.20 feet; Thence N53°45'00"W 221.27 feet; Thence leaving said centerline N36°02'20"E 1490.79 feet to the point of beginning and containing 20.168 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

91206 11370

TRACT 12:

Commencing at the northwest corner of the Southwest Quarter of the Northwest Quarter of Section 27, Township 31 North, Range 22 West, P.M.M., Flathead County, Montana; Thence N89°42'28"E and along the north boundary of said SW1/4NW1/4 a distance of 64.64 feet to a set iron pin and THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED: Thence continuing N89°42'28"E 1330.68 feet to a set iron pin; Thence S36°02'20"W 1490.79 feet to a point on the centerline of a 60 foot private road and utility easement; Thence along said centerline N53°45'00"W 46.09 feet to the P.C. of a 500.00 foot radius curve, concave northeasterly, having a central angle of 23°15'00"; Thence along an arc length of 202.89 feet; Thence N30°30'00"W 437.88 feet to the P.C. of a 120.00 foot radius curve, concave southwesterly, having a central angle of 42°03'11"; Thence along an arc length of 88.08 feet; Thence leaving said centerline N00°48'55"E 591.18 feet to the point of beginning and containing 21.689 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

DOCUMENT IS REPRODUCIBLE AND NOT LEGIBLY REPRODUCIBLE.

TRACT 13:

BEGINNING at the northeast corner of the Southwest Quarter of Section 27, Township 31 North, Range 22 West, P.M.M., Flathead County, Montana; Thence S00°17'32"W and along the east boundary of said SW1/4 a distance of 407.00 feet to a set iron pin; Thence S77°31'25"W 430.00 feet to a set iron pin; Thence N27°08'16"W 1092.00 feet to a set iron pin; Thence N20°07'28"W 911.80 feet to a set iron pin on the north boundary of the Southeast Quarter of the Northwest Quarter of said Section 27; Thence N89°42'28"E and along said north boundary 1240.00 feet to a set iron pin and the northeast corner thereof; Thence S00°16'07"W and along the east boundary of said SE1/4NW1/4 a distance of 1334.36 feet to the point of beginning and containing 35.857 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

Return to:

Paula M. Johnson
6336 Hwy 93 South
Whitefish, MT 59937-8235

INDEXED	165
COPIED	15

STATE OF MONTANA,
County of Flathead

} ss

Recorded at the request of Cte
this 25 day of July 1991 at 11:37 o'clock A.M and recorded in
the records of Flathead County, State of Montana.

Fee \$ 84 Pd.

91206 11370

Susan H. Haderfeld
Flathead County Clerk and Recorder

RECEPTION NO. _____

Valerie R. Prange
Deputy

RETURN TO _____



**FIRST AMENDMENT TO DECLARATION OF CONDITIONS,
COVENANTS, RESTRICTIONS AND RESERVATIONS
OF WOLFTAIL PINES**

0078475
5003736

KNOW ALL MEN BY THESE PRESENTS, that the undersigned persons, comprising the owners of 80 percent or more of the lots covered by the Declaration of Conditions, Covenants, Restrictions and Reservations of Wolftail Pines, Flathead County, Montana, dated July 10, 1991, and recorded as Document No. 9120611370, and which apply to and bind any owner of that property described on Exhibit "A" attached hereto and made a part hereof by this reference, and pursuant to Paragraph 22 of said Declaration, do desire and are by this instrument changing and making additions to said covenants and/or conditions, and that the undersigned owners of the tracts as of the date of this Amendment have agreed to amend said conditions, covenants, and restrictions, as evidenced by their signatures hereto.

NOW, THEREFORE, the undersigned hereby agree to amend the original conditions and covenants by adding the following paragraphs as additional or amended conditions, covenants, and restrictions as follows:

A. The subdivision shall be known as WOLFTAIL PINES.

B. Paragraph 1 shall be amended and shall read as follows:

1. PURPOSE AND USE. All lots are designed as small farm or ranch tracts and shall be used only for country single-family residential purposes. There shall not exist or be permitted on any tract of ten acres or less at any time more than one residence per ten-acre tract. If a party owns more than one ten-acre tract, one single-family residence may be placed on each ten-acre tract. However, if a party owns two or more ten-acre tracts which are adjacent to each other, there shall be no limitation on where each single-family residence may be placed upon the tracts, so long as the limitation of one residence per ten-acre tract is met. If a party should own twenty acres or more in one tract or in two or more adjacent tracts, the restriction of one single-family residence per ten-acre tract could be met while placing the two residences on one ten-acre tract, and no residence on the remaining tract. If the election is made to build both residences on one tract, a separate residence may not later be placed on the remaining tract, or the remaining tract split, in an effort to avoid the covenants and the restrictions of no more than one single-family residence per ten-acre tract.

C. Paragraph 1 shall be amended by adding paragraph 1B as follows:

B. Exception: The owner of each tract may build, in addition to a single-family residence, a guest house and caretaker's quarters. Said guest house or caretaker's quarters may not be rented and shall only be used for guests or a caretaker of the property. Said guest house or caretaker's quarters shall not be defined as a single-family dwelling, but shall be treated as an out building for purposes of these covenants. Only one such guest house and one caretaker's quarters per ten-acre tract shall be permitted.

D. Paragraph 15D shall be revised to read as follows:

D. Eighty percent of the record owners of the lots shall have the power through a duly recorded written instrument to change the membership of the committee, or to withdraw from the committee, or restore to the committee, or add to the committee, any powers and duties.

This Declaration further provides that all of the provisions of the original Declaration of Conditions, Covenants, Restrictions and Reservations of Wolfhill Pines, Flathead County, Montana, as more particularly appears under Document No. 9120611370, records of Flathead County, Montana, except as specifically herein amended, remain in full force and effect and are to be construed in conjunction with these amended and added conditions and covenants.

DATED this 11th day of December, 1991.

Mark P. Colonna
MARK P. COLONNA, Declarant

Laura Kyras-Colonna
LAURA KYRAS-COLONNA, Declarant

STATE OF ILLINOIS)
County of KANE)

On this 11th day of DECEMBER, 1991, before me, a Notary Public for the State of Illinois, personally appeared MARK P. COLONNA and LAURA KYRAS-COLONNA, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

OFFICIAL SEAL
JAMES R. MILLER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/9/93

James R. Miller
Notary Public for the State of IL
Residing at GENEVA, IL
My Commission Expires: 09/09/93

AGREEMENT

The undersigned, constituting the present owners of tracts of land described on attached Exhibit "A", Flathead County, Montana, hereby consent to the modification of covenants and conditions as are proposed by the Declarants in a document entitled First Amendment to Declaration of Conditions, Covenants, Restrictions and Reservations of Wolfhill Pines, Flathead County, Montana, to which this Agreement is attached, this Agreement being given on behalf of the owners on the date as indicated:

Date	Name	Tract
12-9-91	Jaime Kiper-Colonna <i>Mark Col</i>	4
12-9-91	Jaime Kiper-Colonna <i>Mark Col</i>	8
12-9-91	Jaime Kiper-Colonna <i>Mark Col</i>	3
12-9-91	Jaime Kiper-Colonna <i>Mark Col</i>	4
12-9-91	Jaime Kiper-Colonna <i>Mark Col</i>	5
12-9-91	Jaime Kiper-Colonna <i>Mark Col</i>	6
12-9-91	Jaime Kiper-Colonna <i>Mark Col</i>	7
12-9-91	Jaime Kiper-Colonna <i>Mark Col</i>	9
12-9-91	Jaime Kiper-Colonna <i>Mark Col</i>	9
		10
1-9-92	Brian Daniel McDowell	11
1/9/92	A.M. Will	12
12-9-91	Jaime Kiper-Colonna <i>Mark Col</i>	13



9203616420

EXHIBIT "A"

The South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), the Southwest Quarter (SW $\frac{1}{4}$) of Section 27; the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$), the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 28, all in Township 31 North, Range 22 West, P.M.M. Flathead County, Montana.

EXCEPTING THEREFROM that certain tract of land conveyed to Ralph Wardlow by deed recorded June 28, 1954, in Book 362, Page 234, records of Flathead County, Montana, particularly described as follows:

A tract of land 10 rods wide and 16 rods long having its center at the highest point on Lion Mountain, and being in Flathead County, Montana, and more particularly described as being in the Northeast Quarter of the Southeast Quarter of Section 28 or in Section 27 in Township 31 North, Range 22 West, P.M.M., it being understood that the highest point is herein conveyed whether in either section as above described or in the Northwest Quarter of the Southwest Quarter of Section 27 same Township and Range, together with the right to construct a road twenty feet wide across other property owned by grantor for ingress and egress.

ALSO EXCEPTING THEREFROM a tract of land in the Southwest Quarter of Section 27, Township 31 North, Range 22 West, P.M.M., Flathead County, Montana, particularly described as follows:

Commencing at the South one-quarter corner of said Section 27;
thence

West a distance of 1,320.92 feet to a point; thence

North a distance of 1,552.16 feet to the True Point of Beginning of the tract of land being described; thence

North 34°07' East, a distance of 156.0 feet to a point; thence

South 55°53' East, and at right angles, 280.0 feet to a point;
thence

South 34°07' West, and being parallel with the Northwest boundary line of the tract of land being described, 156.0 feet to a point; thence

North 55°53' West, and being parallel with the Northeast boundary line of the tract of land being described, 280 feet to the Place of Beginning.

TOGETHER WITH AND SUBJECT TO all easements of record and those easements for roadway and utilities as described in Certificate of Survey No. 10121, Flathead County, Montana.

Further described as Tracts 1 through 13 on Correction Certificate of Survey No. 10121, revised July 8, 1991, and described as follows:

DOCUMENT IS ILLEGIBLE AND
NOT LEGIBLY REPRODUCIBLE.

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THIRTEEN TRACTS OF LAND, SITUATED, LYING, AND BEING IN SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 27 AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, BOTH IN TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M.N., FLATHEAD COUNTY, MONTANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

TRACT 1:

BEGINNING at the northwest corner of the Southeast Quarter of the Northeast Quarter of Section 28, Township 31 North, Range 22 West, P.M.N., Flathead County, Montana; Thence S89°13'50"E and along the north boundary of said SE1/4NE1/4 a distance of 1352.07 feet to a set iron pin and the northeast corner thereof; Thence N89°42'28"E and along the north boundary of the SW1/4NW1/4 of Section 27 a distance of 64.64 feet to a set iron pin; Thence S00°48'55"W 591.18 feet to a point on the centerline of a 60 foot private road and utility easement which is on a 120.00 foot radius curve, concave southeasterly, (radial bearing S17°26'49"W); Thence northwesterly and southwesterly along said centerline and along said curve through a central angle of 58°36'49" an arc length of 122.76 feet; Thence S48°50'00"W 108.00 feet to the P.C. of a 400.00 radius curve, concave southeasterly, having a central angle of 48°03'50"; Thence along an arc length of 335.55 feet; Thence leaving said centerline N69°13'50"W 1089.36 feet to a set iron pin on the west boundary of the said SE1/4NE1/4 of said Section 28; Thence N00°48'55"E and along said west boundary 985.40 feet to the point of beginning and containing 29.773 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

TRACT 2:

BEGINNING at the southwest corner of the Southeast Quarter of the Northeast Quarter of Section 28, Township 31 North, Range 22 West, P.M.N., Flathead County, Montana; Thence N00°48'55"E and along the west boundary of said SE1/4NE1/4 a distance of 361.51 feet to a set iron pin; Thence S89°13'50"E 1089.36 feet to the centerline of a 60 foot private road and utility easement which is on a 400.00 foot radius curve, concave northeasterly, (radial bearing S89°13'50"E); Thence along said centerline, southeasterly along said curve through a central angle of 35°16'10" an arc length of 246.23 feet; Thence S34°30'00"E 189.03 feet; Thence leaving said centerline S52°15'44"W 1600.45 feet to a set iron pin on the west boundary of the NE1/4SE1/4 of said Section 28; Thence N00°20'36"W and along said west boundary 1020.45 feet to the point of beginning and containing 24.761 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

TRACT 3:

BEGINNING at the southwest corner of the Northeast Quarter of the Southeast Quarter of Section 28, Township 31 North, Range 22 West, P.M.N., Flathead County, Montana; Thence N00°20'36"W and along the west boundary of said NE1/4SE1/4 a distance of 295.00 feet to a set iron pin; Thence N52°15'44"E 1600.45 feet to the centerline of a 60 foot private road and utility easement; Thence S34°30'00"E 250.00 feet to a set iron pin; Thence S04°29'28"W 1082.96 feet to a set iron pin being the southeast corner of said NE1/4SE1/4; Thence N89°31'04"W and along the south boundary of said NE1/4SE1/4 a distance of 1120.75 feet to the point of beginning and containing 25.744 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

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NOT LEGIBLY REPRODUCIBLE

TRACT 4:

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Commencing at the southeast corner of the Northeast Quarter of the Southeast Quarter of Section 28, Township 31 North, Range 22 West, P.M., Flathead County, Montana; Thence N04°29'28"E 615.00 feet to a set iron pin and THE TRUE POINT OF BEGINNING OF A TRACT OF LAND HEREIN DESCRIBED; Thence continuing N04°29'28"E 467.96 feet to a set iron pin; Thence N34°30'00"W 439.03 feet to the P.C. of a 400.00 radius curve, concave northeasterly, having a central angle of 83°20'00"; Thence northwesterly and northeasterly along said curve an arc length of 581.78 feet; Thence N48°50'00"E 108.00 feet to the P.C. of a 120.00 radius curve, concave southwesterly, having a central angle of 100°40'00"; Thence along an arc length of 210.84 feet; Thence S30°30'00"E 437.88 feet to the P.C. of a 500.00 foot radius curve, concave northeasterly, having a central angle of 23°15'00"; Thence along an arc length of 202.89 feet; Thence S53°45'00"E 267.36 feet to the P.C. of a 489.28 foot radius curve, concave southwesterly, having a central angle of 36°25'00"; Thence along an arc length of 298.20 feet; Thence S17°20'00"E 379.39 feet to the P.C. of a 120.00 foot radius curve, concave northwesterly, having a central angle of 86°20'00"; Thence along an arc length of 180.82 feet to the P.R.C. of a 133.45 foot radius reverse curve, concave southeasterly, (radial bearing S21°00'00"E); Thence southwesterly along said curve through a central angle of 59°25'56" an arc length of 138.43 feet; Thence N80°25'56"W 830.74 feet to the point of beginning and containing 25.281 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

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TRACT 5:

BEGINNING; at the northwest corner of the Southwest Quarter of the Southwest Quarter of Section 27, Township 31 North, Range 22 West, P.M., Flathead County, Montana; Thence N04°29'28"E 615.00 feet to a set iron pin; Thence S80°25'56"E 830.74 feet to a point on the centerline of a 60 foot private road and utility easement which is on a 133.45 foot radius curve, concave southeasterly, (radial bearing S80°25'56"E); Thence along said centerline southwesterly and southeasterly along said curve through a central angle of 24°44'04" an arc length of 57.61 feet; Thence S15°10'00"E 583.60 feet; Thence leaving said centerline S60°38'38"W 1169.81 feet to a set iron pin on the west boundary of said SW1/4SW1/4; Thence N03°15'25"W 718.82 feet to the point of beginning and containing 21.214 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

TRACT 6:

9203616420

BEGINNING at the southwest corner of the Southwest Quarter of the Southwest Quarter of Section 27, Township 31 North, Range 22 West, P.M.M., Flathead County, Montana; Thence $N00^{\circ}15'25''W$ and along the west boundary of said $SW1/4SW1/4$ a distance of 590.00 feet to a set iron pin; Thence $N60^{\circ}38'38''E$ 1169.81 feet to a point on the centerline of a 60 foot private road and utility easement; Thence along said centerline $S15^{\circ}10'00''E$ 225.00 feet to the P.C. of a 122.46 foot radius curve, concave northeasterly, having a central angle of $46^{\circ}42'57''$; Thence southeasterly along said curve an arc length of 99.85 feet to the P.R.C. of a 200.00 foot radius reverse curve, concave southwesterly, (radial bearing $S28^{\circ}07'03''W$); Thence southeasterly along said curve through a central angle of $59^{\circ}42'57''$ an arc length of 208.45 feet; Thence $S02^{\circ}10'00''E$ 104.87 feet to the P.C. of a 55.00 radius curve, concave northeasterly, having a central angle of $79^{\circ}26'37''$; Thence southeasterly along said curve an arc length of 76.26 feet; Thence leaving said centerline $S08^{\circ}23'23''W$ 551.53 feet to a set iron pin on the south boundary of said $SW1/4SW1/4$; Thence $N89^{\circ}56'29''W$ 1212.33 feet to the point of beginning and containing 25.338 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

TRACT 7:

BEGINNING at the southeast corner of the Southeast Quarter of the Southwest Quarter of Section 27, Township 31 North, Range 22 West, P.M.M., Flathead County, Montana; Thence $N89^{\circ}56'29''W$ and along the south boundary of said $SW1/4$ a distance of 1440.00 feet to a set iron pin; Thence $N08^{\circ}23'23''E$ 551.53 feet to a point on the centerline of a 60 foot private road and utility easement which is on a 55.00 foot radius curve, concave northwesterly, (radial bearing $N08^{\circ}23'23''E$); Thence along said centerline southeasterly, northeasterly and northwesterly along said curve through a central angle of $111^{\circ}38'23''$ an arc length of 107.17 feet; Thence $N13^{\circ}15'00''W$ 89.62 feet; Thence leaving said centerline $S89^{\circ}56'29''E$ 1322.01 feet to a set iron pin on the east boundary of said $SW1/4$; Thence $S00^{\circ}17'10''W$ and along said east boundary 700.00 feet to the point of beginning and containing 22.194 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

DOCUMENT IS ILLEGIBLE AND
NOT LEGIBLY REPRODUCIBLE



TRACT 8:

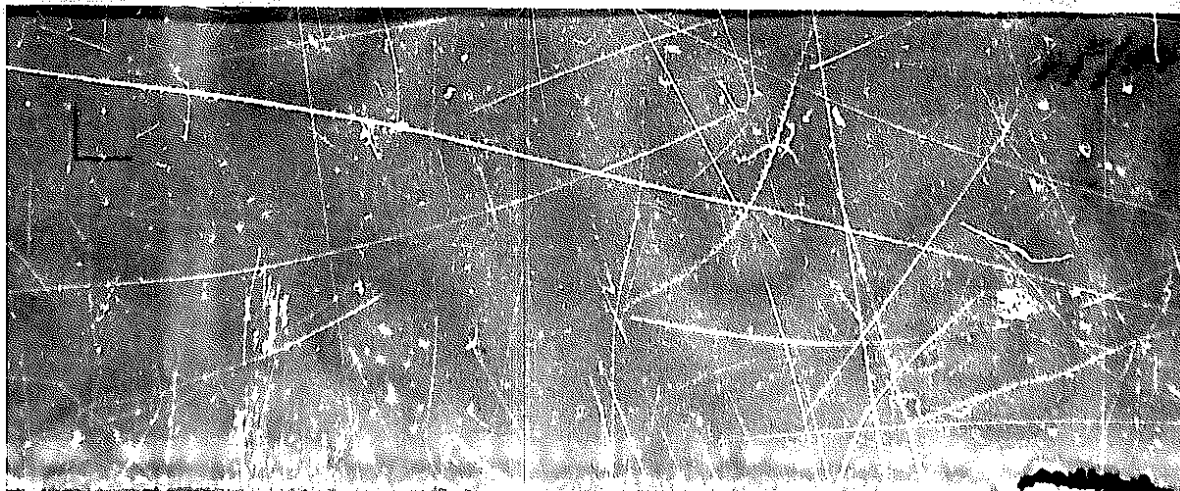
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BEGINNING at the northeast corner of the Southeast Quarter of the Southwest Quarter of Sect. on 27, Township 31 North, Range 22 West, P.M., M., Flathead County, Montana; Thence S00°17'10"W and along the east boundary of said SW1/4 a distance of 622.81 feet to a set iron pin; Thence N89°56'29"W 1322.01 feet to a point on the centerline of a 60 foot private road and utility easement; Thence along said centerline S13°15'00"E 89.62 feet to the P.C. of a 55.00 foot radius curve, concave northwesterly, having a central angle of 191°05'00"; Thence southeasterly, southwesterly and northwesterly along said curve an arc length of 183.43 feet; Thence N02°10'00"W 104.87 feet to the P.C. of a 200.00 foot radius curve, concave southwesterly, having a central angle of 59°42'57"; Thence northwesterly along said curve an arc length of 208.45 feet to the P.R.C. of a 122.46 radius curve, concave northeasterly, (radial bearing N28°07'03"E); Thence northwesterly along said curve through a central angle of 46°42'57" an arc length of 99.85 feet; Thence N15°10'00"W 225.00 feet; Thence leaving said centerline N87°07'14"E 299.29 feet to a set iron pin on northwesterly R/W of said 60 foot private road and utility easement; Thence S00°14'31"E 30.00 feet to a point on the centerline of said 60 foot private road and utility easement which is the P.C. of a 400.00 radius curve, concave northwesterly, having a central angle of 57°13'36", (radial bearing S00°14'31"E); Thence along said centerline northeasterly along said curve an arc length of 399.52 feet; Thence leaving said centerline N79°40'00"E 1025.03 feet to a set iron pin on the east boundary of said SW1/4; Thence S00°17'12"W and along said east boundary 197.19 feet to the point of beginning and containing 23.222 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

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NOT LEGIBLY REPRODUCIBLE

TRACT 9:

Commencing at the northeast corner of the Southwest Quarter of Section 27, Township 31 North, Range 22 West, P.M., M., Flathead County, Montana; Thence S00°17'32"W and along the east boundary of said SW1/4 a distance of 407.00 feet to a set iron pin and THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED: Thence continuing S00°17'32"W and along said east boundary a distance of 718.81 feet to a set iron pin; Thence S79°40'00"W 1025.03 feet to a point on the centerline of a 60 foot private road and utility easement which is on a 400.00 foot radius curve, concave northwesterly, (radial bearing N57°28'08"W); Thence along said centerline southwesterly along said curve through a central angle of 57°13'36" an arc length of 399.52 feet; Thence leaving said centerline N00°14'31"W 30.00 feet to a set iron pin on the northwesterly R/W of said 60 foot private road and utility easement; Thence S87°07'14"W 299.29 feet to the centerline of said 60 foot private road and utility easement; Thence N15°10'00"W 583.60 feet to the P.C. of a 133.45 foot radius curve, concave southeasterly, having a central angle of 84°10'00"; Thence along said centerline northwesterly and northeasterly along said curve an arc length of 196.04 feet; Thence leaving said centerline S21°00'00"E 30.00 feet to a set iron pin on the southerly R/W of said 60 foot private road and utility easement; Thence N77°31'25"E 1748.92 feet to the point of beginning and containing 27.638 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.



TRACT 10:

Commencing at the northeast corner of the Southwest Quarter of Section 27, Township 31 North, Range 22 West, P.M., N., Flathead County, Montana; Thence $S00^{\circ}17'32''W$ and along the east boundary of said SW1/4 a distance of 407.00 feet to a set iron pin; Thence $S77^{\circ}31'25''W$ 430.00 feet to a set iron pin and THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; Thence continuing $S77^{\circ}31'25''W$ 1318.92 feet to a set iron pin on the southerly R/W of a 60 foot private road and utility easement; Thence $N21^{\circ}00'00''W$ 30.00 feet to a point on the centerline of said 60 foot private road and utility easement which is the P.C. of a 120.00 foot radius curve, concave northwesterly, (radial bearing $N21^{\circ}00'00''W$); Thence along said centerline northeasterly and northwesterly along said curve through a central angle of $86^{\circ}20'00''$ an arc length of 180.82 feet; Thence $N17^{\circ}20'00''W$ 285.37 feet; Thence leaving said centerline $N45^{\circ}11'24''E$ 1147.23 feet to a set iron pin; Thence $S27^{\circ}09'16''E$ 1092.00 feet to the point of beginning and containing 20.001 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

TRACT 11:

Commencing at the northeast corner of the Southeast Quarter of the Northwest Quarter of Section 27, Township 31 North, Range 22 West, P.M., N., Flathead County, Montana; Thence $S89^{\circ}42'28''W$ and along the north boundary of said SE1/4NW1/4 a distance of 1240.00 feet to a set iron pin and THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; Thence $S20^{\circ}07'28''E$ 911.80 feet to a set iron pin; Thence $S45^{\circ}11'24''W$ 1147.23 feet to a point on the centerline of a 60 foot private road and utility easement; Thence along said centerline $N17^{\circ}20'00''W$ 94.02 feet to the P.C. of a 469.18 foot radius curve, concave southwesterly, having a central angle of $36^{\circ}25'00''$; Thence along an arc length of 298.20 feet; Thence $N53^{\circ}45'00''W$ 221.27 feet; Thence leaving said centerline $N36^{\circ}02'20''E$ 1490.79 feet to the point of beginning and containing 20.168 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

TRACT 12:

Commencing at the northwest corner of the Southwest Quarter of the Northwest Quarter of Section 27, Township 31 North, Range 22 West, P.M., N., Flathead County, Montana; Thence $N89^{\circ}42'28''E$ and along the north boundary of said NW1/4NW1/4 a distance of 64.64 feet to a set iron pin and THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; Thence continuing $N89^{\circ}42'28''E$ 1330.68 feet to a set iron pin; Thence $S36^{\circ}02'20''W$ 1490.79 feet to a point on the centerline of a 60 foot private road and utility easement; Thence along said centerline $N53^{\circ}45'00''W$ 46.09 feet to the P.C. of a 500.00 foot radius curve, concave northeasterly, having a central angle of $23^{\circ}15'00''$; Thence along an arc length of 202.89 feet; Thence $N30^{\circ}30'00''W$ 437.88 feet to the P.C. of a 120.00 foot radius curve, concave southwesterly, having a central angle of $42^{\circ}03'11''$; Thence along an arc length of 89.08 feet; Thence leaving said centerline $N00^{\circ}48'55''E$ 591.18 feet to the point of beginning and containing 21.689 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

9203616420

TRACT 13:

BEGINNING at the northeast corner of the Southwest Quarter of Section 27, Township 31 North, Range 22 West, P.M.M., Flathead County, Montana; Thence S00°17'32"W and along the east boundary of said SW1/4 a distance of 407.00 feet to a set iron pin; Thence S77°31'25"W 430.00 feet to a set iron pin; Thence N27°08'16"W 1092.00 feet to a set iron pin; Thence N20°07'28"W 911.80 feet to a set iron pin on the north boundary of the Southeast Quarter of the Northwest Quarter of said Section 27; Thence N89°42'28"E and along said north boundary 1240.00 feet to a set iron pin and the northeast corner thereof; Thence S00°16'07"W and along the east boundary of said SE1/4NW1/4 a distance of 1334.36 feet to the point of beginning and containing 35.857 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; subject to and together with all appurtenant easements of record.

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which was a part of Tract 7 EXCEPTING THEREFROM that parcel/conveyed to Northwestern Telephone Systems, Inc., by Warranty Deed dated _____, 199____, for utility purposes, which is further described as Tract 3, Certificate of Survey No. _____, described as follows:

A tract of land situated, lying and being in Southwest Quarter (SW¼) of Section 27, Township 31 North, Range 22 West, P.M.M., Flathead County, Montana, and more particularly described as follows to wit: Commencing at the Southeast corner of the SE¼SW¼ of Section 27, Township 31 North, Range 22 West, P.M.M., Flathead County, Montana; thence North 89°56'29" West and along the South boundary of said SW¼ a distance of 1155.28 feet to a set iron pin and the True Point of Beginning of the tract of land herein described; thence continuing along said boundary North 89°56'29" West 284.72 feet to a found iron pin; thence North 08°23'23" East 161.71 feet to a set iron pin; thence South 89°56'29" East 261.28 feet to a set iron pin; thence South 00°03'31" West 160.00 feet to the Point of Beginning.

Tract 3, Certificate of Survey No. 10477.

The legal description as part of this First Amendment to Declaration of Conditions, Covenants, Restrictions and Reservations of WolfTail Pines has been amended to include a one-acre tract which was a part of Tract 9 and to exclude a one-acre tract which was part of Tract 7 as part of an exchange with a utility company.

LCC
MK
REW

RETURN TO: Paula Johnson
6336 Hwy 93 South
Whitefish, MT 59937-9235

STATE OF MONTANA
County of Flathead
I, _____, Clerk of the County of Flathead, do hereby certify that the foregoing is a true and correct copy of the original as recorded in my office on _____ at _____ o'clock _____ of _____ 19____.
Recorded in _____ of Flathead County, Montana.
9203616420
By _____
Deputy

95352 12140

**ADDENDUM TO DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS
AND RESERVATIONS OF WOLFTAIL PINES**

0078475

KNOW ALL MEN BY THESE PRESENTS, that the undersigned persons, who are hereinafter referred to as Declarants, are the owners of Lots 1 and 2 of Subdivision No. 104, records of Flathead County, Montana, which was previously described as Lot 13 of Correction Certificate of Survey No. 10121, records of Flathead County, Montana, which property is subject to the Declaration of Conditions, Covenants, Restrictions and Reservations of Wolftail Pines, Flathead County, Montana, dated July 10, 1991, and recorded as Document No. 912061130, records of Flathead County, Montana, and the First Amendment to Declaration of Conditions, Covenants, Restrictions and Reservations of Wolftail Pines, dated December 11, 1991, and recorded as Document No. 9203616420, records of Flathead County, Montana, and further subject to the Articles of Association of Wolftail Pines Architectural Control Committee and Homeowners Association, dated October 8, 1992, and recorded October 22, 1992, under Reception No. 92 29613000, records of Flathead County, Montana.

It is the intent of the undersigned to subject said Lots 1 and 2 of Subdivision 104, which is a division of Lot 13 into two parcels as permitted under said Declaration of Conditions, Covenants, Restrictions and Reservations of Wolftail Pines to the following additional Covenants and Restrictions:

NOW, THEREFORE, the undersigned hereby agree that the additional Conditions, Covenants and Restrictions are as follows:

1. Both lots in said Subdivision 104 shall include house numbers to be placed at the driveway entrances.
2. All structures shall have Class A roofing materials and all structures shall have a defensible fire space. (See Exhibit "B")
3. Any amendments to these Covenants shall require the approval of the County Commissioners.
4. Subdivision 104 shall be subject to a Road Maintenance Agreement for the proposed subdivision road, which is considered a private drive within Wolftail Pines. This Agreement shall include snow removal and dust abatement to meet County standards. Said Road Maintenance Agreement is further provided as follows:
 - a. ROADWAY MAINTENANCE. The roadway providing access to the subdivision and within the subdivision shall be maintained, including snow removal, by the purchasers or owners of the parcels in the subdivision in two equal shares. The annual cost of roadway maintenance shall be determined by June 1 of each year, and the owners of the parcels shall pay their proportionate share of maintenance of the roadway. In the event that an owner fails to pay the annual charge, a lien shall arise and be created in favor of the other owner in the subdivision and against the parcel of the owner who has not paid for the full amount chargeable to the parcel and that amount shall be due and payable within 30 days after the owner is billed for it.

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I. The obligation of each lot owner to pay into said road maintenance agreement shall begin at such time as said lot owner has purchased a lot.

II. Snow removal shall be performed as necessary on an annual basis by a contract arrangement with a party or entity who provides such service.

III. Major repairs and improvements over and above normal maintenance on the roadway and ditches shall be required by consent of both owners of the parcels in Subdivision 104.

IV. Both parcel owners shall contribute to a joint account on June 1 of each year the estimated annual cost of roadway maintenance, snow removal, and dust abatement. The funds shall be expended for such costs during the year by the parcel owners. If there is an arrearage prior to June 1, each owner shall equally share in the costs of maintenance until June 1 when the annual assessment is made.

b. **REMEDIES FOR VIOLATIONS AND ENFORCEMENT.** For a violation or a breach of any of these conditions, covenants, restrictions and reservations by any owner of a parcel in Subdivision 104, the parcel owner shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, including, but not limited to, injunctive relief. The failure promptly to enforce any of the conditions, covenants, restrictions and reservations shall not bar their enforcement.

I. The invalidation of any one or more of the conditions, covenants, restrictions and reservations by any court of competent jurisdiction in no wise shall affect any of the other conditions, covenants, restrictions and reservations, but they shall remain in full force and effect.

II. Should the owner fail, neglect, or refuse to satisfy and discharge any bill or any lien arising under any provision of these conditions, covenants, restrictions and reservations, within the time period given for payment, the owner of the other parcel who is seeking enforcement of these covenants shall have the right to interest on the sums due and owing, effective the date the sum was initially due to be paid, at the rate of 12 percent per annum, and shall be entitled to receive a reasonable attorney's fee and all costs of collection, and all costs of any suit filed.

c. **TERM.** The provisions of this Declaration shall be binding for a term of 20 years from the date of this Declaration, after which time this Declaration shall be automatically extended for successive periods of 10 years, unless an instrument signed by all the record owners of the parcels in said subdivision, duly acknowledged, has been recorded, agreeing to change or amend this Declaration in whole or in part.

95352 12140

d. AMENDMENT. This Declaration may be amended by an instrument signed by all the owners of the lots covered by this Declaration at the time of amendment.

5. Any building site within said Subdivision 104 which exceeds 25% in cross slope shall be required to receive a favorable report and comply with the conditions of the geotechnical soils analysis conducted by a licensed geotechnical engineer.

This Addendum to Declaration of Conditions, Covenants, Restrictions and Reservations shall be in addition to those Covenants referenced in the first paragraph of this Agreement as part of WolfTail Pines Homeowners Association, and these additional Covenants provided herein shall be binding upon and inure to the benefit of the record owners of Lots 1 and 2 of Subdivision 104 described in Exhibit "A" attached hereto and made a part hereof by this reference, and to such owners' respective heirs, legal and personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto executed the foregoing document the day and year first above written.

Mark P. Colonna
MARK P. COLONNA
Declarant

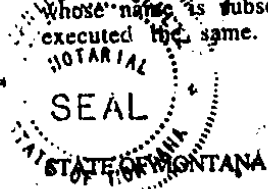
Laura Kyras Colonna
LAURA KYRAS COLONNA
Declarant

STATE OF MONTANA)

ss.

County of Flathead)

On the ~~15th~~ ^{December} day of November, 1995, before me, a Notary Public for the State of Montana, personally appeared MARK P. COLONNA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same.



Janice K. Schultz
Notary Public for the State of Montana
Residing at Columbia Falls, MT
My Commission Expires: 3/22/98

STATE OF MONTANA)
County of Flathead)

ss.

County of Flathead)

On the ~~15th~~ ^{December} day of November, 1995, before me, a Notary Public for the State of Montana, personally appeared LAURA KYRAS COLONNA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same.



Janice K. Schultz
Notary Public for the State of Montana
Residing at Columbia Falls, MT
My Commission Expires: 3/22/98

95352 12/40

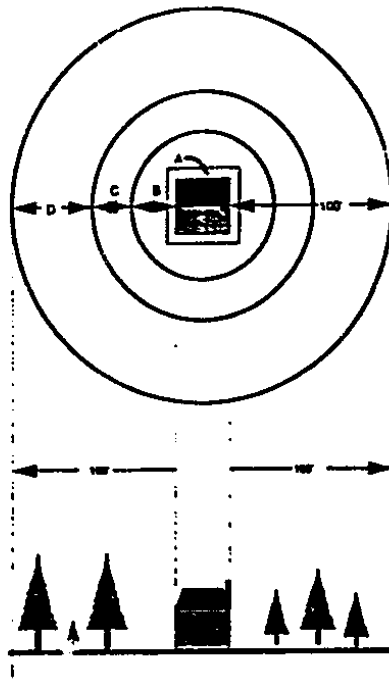
EXHIBIT A

A TRACT OF LAND, SITUATED, LYING, AND BEING IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M., M., FLATHEAD COUNTY, MONTANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

BEGINNING at the northeast corner of the Northeast Quarter of the Southwest Quarter of Section 27, Township 31 North, Range 22 West, P.M., M., Flathead County, Montana; Thence $S00^{\circ}17'32''W$ and along the east boundary of said NE $1/4$ SW $1/4$ a distance of 407.00 feet to a found iron pin; Thence $S77^{\circ}31'25''W$ 430.00 feet to a found iron pin; Thence $N27^{\circ}08'16''W$ 1092.00 feet to a found iron pin; Thence $N20^{\circ}07'28''W$ 911.80 feet to a found iron pin on the north boundary of the Southeast Quarter of the Northwest Quarter of said Section 27; Thence $N89^{\circ}42'28''E$ and along said north boundary 1240.00 feet to a found iron pin and the northeast corner thereof; Thence $S00^{\circ}16'07''W$ and along the east boundary of said SE $1/4$ NW $1/4$ a distance of 101.38 feet to a found iron pin; Thence $S23^{\circ}30'00''E$ 136.69 feet to a found iron pin and the P.C. of a 91.80 foot radius curve, concave northeasterly, having a central angle of $56^{\circ}20'00''$; Thence along an arc length of 90.26 feet to a found iron pin and the P.R.C. of a 142.20 foot radius reverse curve, concave southwesterly (radial bearing $S10^{\circ}10'00''W$); Thence southeasterly along said curve through a central angle of $60^{\circ}20'00''$ an arc length of 149.74 feet to a found iron pin; Thence $S19^{\circ}30'00''E$ 374.52 feet to a found iron pin and the P.C. of a 110.00 foot radius curve, concave northwesterly, having a central angle of $113^{\circ}50'00''$; Thence along an arc length of 218.54 feet to a found iron pin and the P.C.C. of a 720.20 foot radius compound curve, concave northeasterly (radial bearing $N04^{\circ}20'00''E$); Thence northwesterly along said curve through a central angle of $20^{\circ}28'28''$ an arc length of 257.36 feet to a found iron pin on said east boundary of the SE $1/4$ NW $1/4$; Thence $S00^{\circ}16'07''W$ and along said east boundary 88.39 feet to a found iron pin; Thence $S42^{\circ}29'02''E$ 154.68 feet to a found iron pin; Thence $S00^{\circ}16'07''W$ 241.36 feet to a found iron pin; Thence $N89^{\circ}43'53''W$ 105.00 feet to a found iron pin on the east boundary of said SE $1/4$ NW $1/4$; Thence $S00^{\circ}16'07''W$ and along said east boundary 83.00 feet to the point of beginning and containing 40.602 ACRES; Subject to and together with four (4) 60 foot private roads and utility easements as shown on the plat of Subdivision No. 104; Subject to and together with all appurtenant easements of record.

THE ABOVE DESCRIBED TRACT OF LAND IS KNOWN AS SUBDIVISION No. 104

DEFENSIBLE SPACE STANDARDS

VEGETATION REDUCTION GUIDELINES
0% TO 10% SLOPE**A - THE FIRST 3 FEET OF B**

Maintain an area of non-combustible material - flowers, plants, concrete, gravel, mineral soil, etc.

B - 10 FEET

Remove all trees and downed woody fuels.

C - 20 FEET

Thin trees to 10 feet between crowns.

Prune limbs of all remaining trees to 15 feet or one-third the total live crown height, whichever is less.

Maintain surface vegetation at 3 inches or less.

Remove all downed woody fuels.

D - 70 FEET

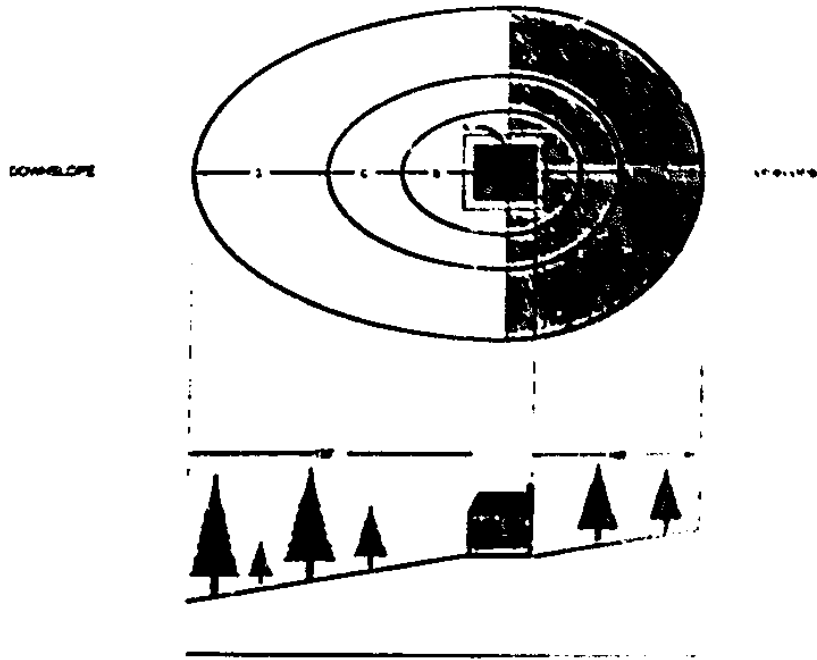
Thin trees to 10 feet between crowns.

Prune limbs of all remaining trees to 15 feet or one-third the total live crown height, whichever is less.

Remove all downed woody fuels more than 3 inches in diameter.

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VEGETATION REDUCTION GUIDELINES 10% TO 20% SLOPES

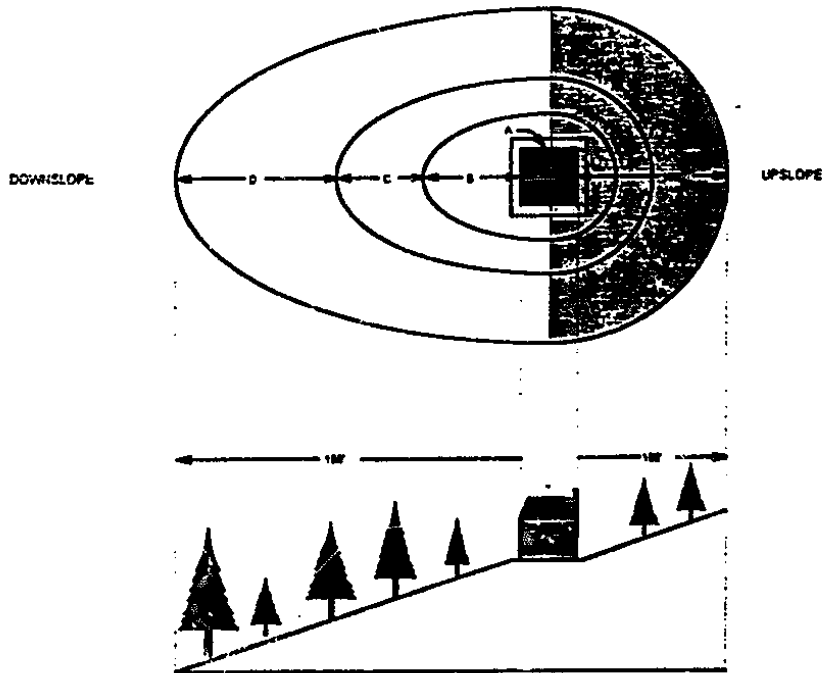


The circular areas (A, B, C, D) shall be a minimum diameter of 10', 20' and 30' respectively. The shaded area to the right of the road shall be a minimum of 10' wide. The shaded area to the left of the road shall be a minimum of 10' wide.

- 1. The circular areas (A, B, C, D) shall be a minimum diameter of 10', 20' and 30' respectively. The shaded area to the right of the road shall be a minimum of 10' wide. The shaded area to the left of the road shall be a minimum of 10' wide.
- 2. The circular areas (A, B, C, D) shall be a minimum diameter of 10', 20' and 30' respectively. The shaded area to the right of the road shall be a minimum of 10' wide. The shaded area to the left of the road shall be a minimum of 10' wide.
- 3. The circular areas (A, B, C, D) shall be a minimum diameter of 10', 20' and 30' respectively. The shaded area to the right of the road shall be a minimum of 10' wide. The shaded area to the left of the road shall be a minimum of 10' wide.
- 4. The circular areas (A, B, C, D) shall be a minimum diameter of 10', 20' and 30' respectively. The shaded area to the right of the road shall be a minimum of 10' wide. The shaded area to the left of the road shall be a minimum of 10' wide.

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VEGETATION REDUCTION GUIDELINES 20% TO 30% SLOPE



The shaded areas (upslope) of B, C, & D remain a constant distance of 10', 20', and 70' respectively. The shaded area begins from the mid-section of a structure. The unshaded areas (downslope) of B, C, & D increase with slope as detailed below:

A = THE FIRST 3 FEET OF B

Maintain an area of non-combustible material - flowers, plants, concrete, gravel, mineral soil, etc.

B = 20 FEET

Remove all trees and downed woody fuels.

C = 30 FEET

Thin trees to 10 feet between crowns.

Prune limbs of all remaining trees to 15 feet or one-third the total live crown height, whichever is less.

Maintain surface vegetation at 3 inches or less.

Remove all downed woody fuels.

D = 100 FEET

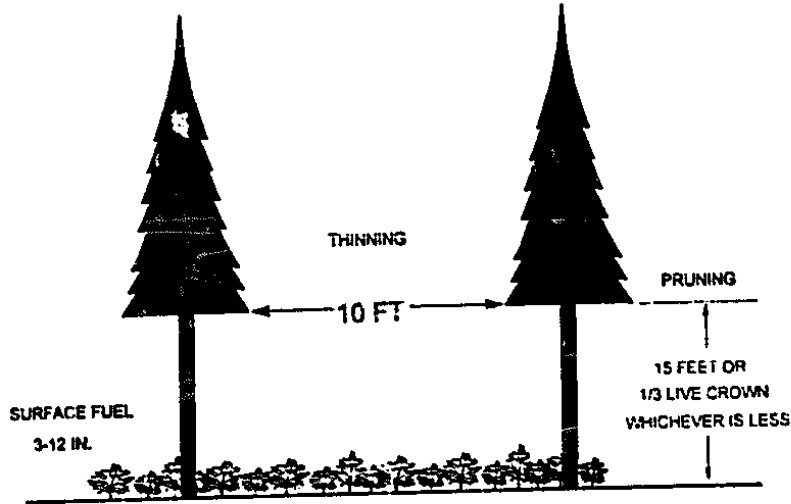
Thin trees to 10 feet between crowns.

Prune limbs of all remaining trees to 15 feet or one-third the total live crown height, whichever is less.

Remove all downed woody fuels more than 3 inches in diameter.

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VEGETATION REDUCTION GUIDELINES THINNING AND PRUNING



In areas where vegetation modification is prescribed, use the following guidelines:

- A. THINNING
Thin trees to 10 feet between crowns.
- B. PRUNING
Prune the limbs of all remaining trees to 15 feet or one-third the total live crown height, whichever is less.
- C. SURFACE VEGETATION
Maintain surface vegetation at 3" to 12" as detailed.

STATE OF MONTANA,

County of Flathead

ss

Recorded at the request of Sandra Sweeney
this 18 day of Dec, 1995 at 12:14 o'clock PM and recorded in

INDEXED	2
COPIED	
COMPARSED	

the records of Flathead County, State of Montana.

Fee \$ 48 Pd.

RECEPTION NO. 95352 12140

RETURN TO Sandra Sweeney
1995 3rd Ave. E. Kalispell, MT 59901-5736

Susan H. Haderfield

Flathead County Clerk and Recorder

Bampf. Cottle
Deputy

2002078 11450 ✓

0978923, 0980146, 0980313, 0983490, 0980312, 0980362, 0078475, 0983576
0001674, 0978762, 0978761, 0001690, 0979421, 0983384, 0979147, 0003380

D



HOMEOWNERS ASSOCIATION, INC.
A MONTANA NON-PROFIT MUTUAL BENEFIT CORPORATION

RESTATED DECLARATION OF
CONDITIONS, COVENANTS,
RESTRICTIONS AND RESERVATIONS

200207811450
**RESTATED DECLARATION OF CONDITIONS, COVENANTS,
RESTRICTIONS AND RESERVATIONS
OF
WOLFTAIL PINES**

THIS RESTATED DECLARATION is made this 12th day of March, 2002.

WHEREAS, the real property described on Exhibit "A" hereto ("the Property") is encumbered by that certain Declaration of Conditions, Covenants, Restrictions and Reservations ("CC&R's"), dated July 10, 1991 and recorded on July 25, 1991, under reception number 9120611370; as amended by that certain Amendment to Declaration of Conditions, Covenants, Restrictions and Reservations ("First Amendment") dated December 11, 1991, and recorded on February 5, 1992 under reception number 9203616420, all of which is recorded in the records of the Clerk and Recorder of Flathead County, Montana; and,

WHEREAS, the Property is further encumbered by those certain Articles of Association of Wolfetail Pines Architectural Control Committee and Homeowners Association ("Articles"), dated October 8, 1992, and recorded on October 22, 1992 in the records of the Clerk and Recorder of Flathead County, Montana under reception number 92613000; and,

WHEREAS, Paragraph 22 of the CC&R's permits amendment of the CC&R's by an instrument signed by the Owners of eighty percent (80%) of the Parcels at the time of the amendment; and,

WHEREAS, Paragraph 11 of the Articles permits amendment of the Articles upon the affirmative vote, at any meeting, of the Owners of eighty percent (80%) of the Parcels at the time of the amendment; and,

WHEREAS, the undersigned are the Owners of eighty percent (80%) of the Parcels who have approved by written instrument this Restated Declaration of Conditions, Covenants, Restrictions and Reservations ("Restated Declaration") at a duly noticed special meeting;

NOW, THEREFOR, the CC&R's, First Amendment, Second Amendment and Articles are amended, replaced and restated in their entirety as follows:

1. **ENCUMBERS PROPERTY.** The Property and each lot or parcel thereof ("Parcel"), is and shall be held, transferred, sold and conveyed subject to the provisions of this Restated Declaration, which are designed to enhance and protect the value and beauty of the Property and to provide a uniform plan for its development.

2002078 11450

2. **RUN WITH LAND.** The provisions of this Restated Declaration shall run with the land and shall be binding on each Parcel and all persons owning a Parcel ("Owners") or claiming under the Owner and the Owner's assigns, heirs and legal and personal representatives.

USES & RESTRICTIONS

3. **SINGLE FAMILY ONLY.** All Parcels shall be used only for country single-family residential purposes. There shall not exist on any Parcel at any time more than one residence, plus one guest house and/or servant quarters and related out buildings, such as a private garage, barn, storage shed and shelter. No guest house or servants quarters may be rented. No apartment house, duplex, lodging house, rooming house, or other multiple-family dwelling shall be erected on any Parcel.

4. **NO TEMPORARY STRUCTURES.** No tent, shack, mobile home, prefabricated or temporary building shall be permitted on any Parcel. Construction job trailers may be temporarily placed on a parcel during active construction only and must be promptly removed when construction ceases. In no case shall such trailers be used as living quarters.

5. **NO COMMERCIAL.** No Parcel or any part thereof shall be used at any time for business, trade, manufacture, or any other commercial purposes except those computer home based businesses and artist/craft studios approved in advance by the Board.

6. **FENCES.** No fence or wall of any kind shall be erected or altered on any Parcel without the prior written approval of the Architectural Control Committee of plans and specifications for such fences and walls.

7. **ANIMALS.** Animals, including dogs, cats, birds and reptiles, are allowed if kept solely as household pets. No animals may be kept on any Parcel for commercial purposes. Horses, up to a maximum of two (2) per ten (10) acres, are allowed for personal use only. No other livestock is permitted on the Property without written approval of the Board. No animal is permitted that has or will, in the sole and absolute discretion of the Board, become a nuisance. The Board may require an Owner keeping animals to erect and maintain suitable, adequate and approved fencing to prevent their animals or livestock from leaving their Parcel. No structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any parcel unless plans, specifications and location for said structure have been approved in advance by the Architectural Control Committee.

8. **USED STRUCTURES.** No old or previously used structure shall be permitted upon any Parcel without approval of the Architectural Control Committee.

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9. CONSTRUCTION. The exterior of all structures shall be completed and all building debris removed within an eighteen (18) month period from commencement of construction, and structures shall not be occupied until the exterior of the building, all plumbing fixtures and utilities are completed.

10. FIRE PREVENTION. All structures shall have Class A roofing materials and a defensible fire space (see Exhibit B).

11. RESIDENCE SIZE. The ground floor area of any single-family dwelling structure erected or placed upon any Parcel, exclusive of open porches, basements, and garages, shall not be less than:

- A. 1,000 square feet for a one story house;
- B. 1,000 square feet on the first floor of a two story house; and
- C. 1,000 square feet of above-ground living area for a split-level house.

12. SETBACK LINES. No structure shall be erected on any Parcel closer than sixty (60) feet to any other Owner's Parcel or closer than thirty (30) feet to any roadway easement used and maintained by the Association.

13. SEWAGE. 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 Environmental Services, and the County of Flathead, Montana.

14. REMOVAL OF WASTE AND UPKEEP OF APPEARANCE

- A. No part of any Parcel shall be used or maintained as a dumping or storage area for trash, garbage, rubbish, abandoned vehicles or equipment or parts thereof, manure, or any other waste or debris.
- B. No automobiles, automobile bodies, motor vehicles, or parts thereof, shall be left exposed to public view in an inoperative condition, except for a reasonable period of time not to exceed ninety (90) days while the Owner of the Parcel is actively engaged in the repair of such vehicle.
- C. No school bus; truck or commercial vehicle over one (1) ton capacity; house trailer; mobile home; recreational vehicle; camper; truck with camper top; habitable motor vehicle of any kind; boat or boat trailer; trailers of any kind; or like equipment shall be permitted on any Parcel on a permanent basis (defined as exceeding three (3) consecutive days in

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any calendar year) unless stored inside a garage or other outbuilding, or otherwise screened from view by suitable means, and approved in advance by the Architectural Control Committee. The provisions of this Paragraph do not apply to any Owner or builder in the process of constructing a structure approved in advance by the Architectural Control Committee.

- D. All garbage cans shall be tightly covered at all times and kept from view of the public except for garbage pick up days when garbage cans may be exposed to view for the convenience of the garbage collector.
- E. The lawns and grounds of each parcel shall be maintained so as to preclude noxious weeds and underbrush.
- F. No living tree having a diameter of six (6) inches or more (as measured two (2) feet above the highest adjoining ground level) shall be cut or removed from any Parcel unless such removal is in conformity with a landscaping, view improvement, or defensible fire space plan approved in advance by the Architectural Control Committee.

15. **WATER SUPPLY.** Each Owner shall provide his/her/its own well or shall privately arrange for joint use of Owner's well.

16. **UNDERGROUND UTILITIES.** All utility service lines, whether for power, telephone, or otherwise, shall be placed underground. The Owner shall be solely responsible for all utility connecting costs and extending service from the underground service line to the Owner's residence.

17. **FILLING IN AND REMOVING.** The elevation of a Parcel shall not be changed so as to materially affect the surface elevation or grade of the surrounding Parcels. No timber, rock, gravel or clay shall be cut, excavated or removed from any Parcel for commercial purposes.

18. **NUISANCES.** No noxious or offensive activity shall be carried on or permitted upon any Parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; nor shall any Parcel 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.

- A. No clothes lines or drying yard shall be permitted unless concealed by hedges, latticework or screen acceptable to the Association.
- B. No advertising signs, billboards or advertising structure, except standard real estate "For Sale" signs, shall be displayed on any Parcel.

19. FIREARMS AND HUNTING. Hunting on the Property is prohibited and no firearm may be discharged within the Property at any time.

20. YARD LIGHTS, MAILBOXES AND FUEL TANKS. The location of outside yard lights, mailboxes and fuel tanks to be erected on a Parcel must first be approved in writing by the Association.

21. MAINTENANCE OF EXTERIOR OF RESIDENCE AND BUILDINGS. Each Owner who has erected a residence or out building shall provide exterior maintenance to the residence and buildings, including painting and repairing the exterior.

22. SIGNS. All Parcels on which a residence is constructed shall have house numbers located at the driveway entrances and conspicuous from the Road.

ROAD AND UTILITIES

23. ROAD AND UTILITIES EASEMENT. The Association, for itself and all Owners, hereby reserves an easement of sixty (60) feet in width as shown on the Correction Certificate of Survey No. 10121, revised July 8, 1991, and recorded in the records of the Clerk and Recorder of Flathead County, Montana, for the installation and maintenance of utilities and roadway ("the Road"), and further retain an easement of ten (10) feet in width over and across each Parcel whenever and wherever reasonably necessary for the installation and maintenance of utilities. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities (gas, electricity, telephone, television cable, sewage lines, and water systems) on account of temporary or other inconvenience caused thereby, against the Association, or any utility company or governmental entity, or any of its agents or servants, are waived by each Owner.

24. ROADWAY CONSTRUCTION AND MAINTENANCE. The Road shall be maintained, including snow removal, by the Association out of an annual assessment of the Owners. The Board shall determine the annual cost of roadway and street maintenance prior to the Member's annual meeting and this cost will be included in the budget.

- A. Snow removal shall be performed as necessary on an annual basis by contract.
- B. Major repairs and improvements over and above normal maintenance on the Road and ditches shall require approval of two-thirds (2/3) of the Association present either in person or proxy at a regular or special Members' meeting and notice of the proposed repair or improvement is included in the meeting notice.

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SUBDIVISION

25. SUBDIVISION OF PARCELS. No Parcel shall be divided into resulting Parcels that are less than ten (10) acres in size. In the event of any such subdivision, the resulting Parcels shall be treated as separate Parcels for all purposes wherever the term "Parcel" appears in this Restated Declaration; *provided, however*, that until said resulting Parcels are sold or otherwise conveyed to someone other than the subdividing Owner(s), his/her/their spouse or child, or until more than one (1) residence is constructed on the subdivided Parcel, the subdivided Parcel shall be treated as one (1) Parcel for the purposes of voting and all assessments.

ARCHITECTURAL CONTROL

26. APPROVAL OF PLANS. For the purpose of further insuring the development of the Property as an area of high standards, the Association reserves the power to control the buildings, structures, and other improvements placed on each Parcel. Whether or not specifically stated in any conveyance of a Parcel, the Owner or occupant of each and every Parcel, by acceptance of title or by taking possession, covenants and agrees that no building or other structure shall be placed upon the Parcel, or the exterior appearance of a structure or building altered, unless and until the plans and specifications therefore and the plat plan have been approved in writing by the Association. Each building or structure shall be placed on the Parcel only in accordance with the approved plans and specifications and the approved plat plan. Refusal to approve plans and specifications by the Association may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Association, shall seem sufficient.

27. ARCHITECTURAL CONTROL COMMITTEE. The Association shall have a committee, which may, but not need be, the Board, to approve all plans as required in the preceding Paragraph and to perform other functions specified in this Restated Declaration. The committee's approval or disapproval as required in this Restated Declaration or other notice required under this Restated Declaration shall be in writing. In the event the committee fails to act within sixty (60) days after proposed plans and specifications of any structure or alteration have been submitted in writing, no specific approval shall be required and the appurtenant provisions of this Restated Declaration shall be deemed to have been complied with in full.

ASSOCIATION

28. ASSOCIATION. Concurrent with the adoption of this Restated Declaration, there shall be formed the Wolftail Pines Homeowner's Association, Inc. ("the Association").

29. BYLAWS. The operation of the Association shall be as established by the Association's Articles of Incorporation and Bylaws.

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30. **GOOD STANDING.** The Board, by written Bylaw, may provide for any Membership to be suspended because of the Member's failure to pay any charge arising under the Restated Declaration or for other violations of this Restated Declaration. Such suspension shall expire upon payment of the charge, and all other charges and assessments levied during the suspension, or remedy of the violation.

ASSESSMENTS

31. **BUDGET.** Prior to any Members' meeting at which an assessment is proposed, the Board shall adopt a proposed budget for the Association which shall show expenditures, reserves and proposed assessments in reasonable detail. Said budget shall be provided with the notice required by the Association Bylaws.

32. **ASSESSMENTS.** Upon adoption of the budget by the Members, each Parcel shall be assessed as provided in the budget. Unless otherwise approved by the Members, each assessment or other charge arising under this Restated Declaration is due and payable within thirty (30) days of billing by the Association Secretary.

33. **PRORATION.** In the event of a transfer of a Parcel, all assessments should be prorated between the buyer(s) and seller(s) at closing and the assessment will not be prorated by the Association.

34. **LIENS AND INTEREST.** Any delinquent assessment or other charge arising under this Restated Declaration shall become a lien upon the Parcel against which it is assessed and shall run with the land. The Association shall have the right to interest on all sums due and owing, effective the date the sum was initially due, at the rate of one and one-quarter percent (1.25%) per month and shall be entitled to reasonable attorney's fees and all costs of collection.

ENFORCEMENT

35. **BY THE ASSOCIATION OR ANY OWNER.** The Association and any Owner shall have standing to enforce all of the terms, conditions, covenants, restrictions or reservations contained in this Restated Declaration.

36. **REMEDIES.** The Association and any Owner shall be entitled to proceed at law or in equity to compel compliance with the provisions of this Restated Declaration or to prevent the violation or breach of the same by injunctive relief, which each Owner agrees may be granted without bond and the prevailing party shall be entitled to recover from the other party all reasonable costs and attorneys fees incurred in the proceeding. In addition, whenever there shall have been built or maintained on any Parcel any condition in violation of the provisions of this Restated Declaration, the Association may notify the Owner in writing, specifying the condition and providing a time period in which the Owner must remedy the condition. If the condition is not remedied in the specified time, the Association shall have the right to

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enter upon the Parcel and summarily abate or remove the same at the Owner's expense, and any such entry or abatement or removal shall not be deemed a trespass.

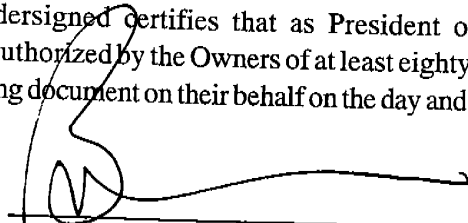
37. NO WAIVER. The failure of the Association or any Owner to enforce any of the terms, conditions, covenants, restrictions or reservations of this Restated Declaration shall not bar its later enforcement nor shall the failure to enforce any of the terms, conditions, covenants, restrictions or reservations against one or more Owner or Parcel bar its enforcement against another Owner or Parcel.

MISCELLANEOUS

38. AMENDMENT. This Restated Declaration may be amended by an instrument signed by two-thirds (2/3) of the Members at the time of amendment.

39. SEVERABLE. The invalidation of any one or more of these terms, conditions, covenants, restrictions or reservations by any court of competent jurisdiction shall not effect any of the other terms, conditions, covenants, restrictions or reservations which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned certifies that as President of the Wolftail Homeowner's Association, Inc., he has been authorized by the Owners of at least eighty percent (80%) of the Parcels in the Property to sign the foregoing document on their behalf on the day and year first above written.

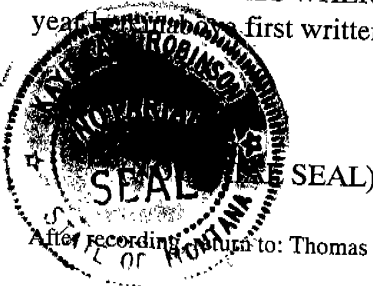


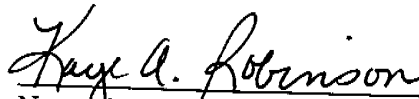
BRADLEY J. SEAMAN

STATE OF MONTANA)
 : ss.
County of Flathead)

On this 12 day of March, in the year 2002, before me, Kaye A. Robinson, Notary Public for the State of Montana, personally appeared Bradley J. Seaman, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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





Notary Public for the State of Montana
Residing at: Whitefish
My Commission expires: 3/26/2003

Restated Declaration of Conditions, Covenants, Restrictions and Reservations of Wolftail Pines

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**RESTATED DECLARATION OF CONDITIONS, COVENANTS,
RESTRICTIONS AND RESERVATIONS OF WOLFTAIL PINES**

EXHIBIT "A"

EIGHT TRACTS OF LAND, SITUATED, LYING AND BEING IN SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 27 AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, BOTH IN TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M., M., FLATHEAD COUNTY, MONTANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

TRACT 1:

BEGINNING at the northwest corner of the Southeast Quarter of the Northeast Quarter of Section 28, Township 31 North, Range 22 West, P.M., M., Flathead County, Montana; Thence S89°13'50"E and along the north boundary of said SE1/4NE1/4 a distance of 1352.07 feet to a set iron pin and the northeast corner thereof; Thence N89°42'28"E and along the north boundary of the SW1/4NW1/4 of Section 27 a distance of 64.64 feet to a set iron pin; Thence S00°48'55"W 591.18 feet to a point on the centerline of a 60 foot private road and utility easement which is on a 120.00 foot radius curve, concave southeasterly, (radial bearing S17°26'49"W); Thence northwesterly and southwesterly along said centerline and along said curve through a central angle of 58°36'49" an arc length of 122.76 feet; Thence S48°50'00"W 108.00 feet to the P.C. of a 400.00 radius curve, concave southeasterly, having a central angle of 48°03'50"; Thence along an arc length of 335.55 feet; Thence leaving said centerline N89°13'50"W 1089.36 feet to a set iron pin on the west boundary of the said SE1/4NE1/4 of said Section 28; Thence N00°48'55"E and along said west boundary 985.40 feet to the point of beginning and containing 29.773 ACRES; Subject to and together with a 60 foot private road and utility easement as shown on COS No. 10121; Subject to and together with all appurtenant easements of record. SBE ✓

TRACT 2:

BEGINNING at the southwest corner of the Southeast Quarter of the Northeast Quarter of Section 28, Township 31 North, Range 22 West, P.M., M., Flathead County, Montana; Thence N00°48'55"E and along the west boundary of said SE1/4NE1/4 a distance of 361.51 feet to a set iron pin; Thence S89°13'50"E 1089.36 feet to the centerline of a 60 foot private road and utility easement which is on a 400.00 foot radius curve, concave northeasterly, (radial bearing S89°13'50"E); Thence along said centerline, southeasterly along said curve through a central angle of 35°16'10" an arc length of 246.23 feet; Thence S34°30'00"E 189.03 feet; Thence leaving said centerline S52°15'44"W 1600.45 feet to a set iron pin on the west boundary of the NE1/4SE1/4 of said Section 28; Thence N00°20'36"W and along said west boundary 1020.45 feet to the point of beginning and containing 24.761 ACRES; Subject to and together with a 60 foot private road and utility easement as shown on COS No. 10121; Subject to and together with all appurtenant easements of record. SBC ✓

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TRACT 3:

BEGINNING at the southwest corner of the Northeast Quarter of the Southeast Quarter of Section 28, Township 31 North, Range 22 West, P.M.,M., Flathead County, Montana; Thence $N00^{\circ}20'36''W$ and along the west boundary of said NE1/4SE1/4 a distance of 295.00 feet to a set iron pin; Thence $N52^{\circ}15'44''E$ 1600.45 feet to the centerline of a 60 foot private road and utility easement; Thence $S34^{\circ}30'00''E$ 250.00 feet to a set iron pin; Thence $S04^{\circ}29'28''W$ 1082.96 feet to a set iron pin being the southeast corner of said NE1/4SE1/4; Thence $N89^{\circ}31'04''W$ and along the south boundary of said NE1/4SE1/4 a distance of 1320.75 feet to the point of beginning and containing 25.744 ACRES; Subject to and together with a 60 foot private road and utility easement as shown on COS No. 10121; Subject to and together with all appurtenant easements of record.

S28 - 5EA S27 - 4Ad ✓

TRACT 4:

Commencing at the southeast corner of the Northeast Quarter of the Southeast Quarter of Section 28, Township 31 North, Range 22 West, P.M.,M., Flathead County, Montana; Thence $N04^{\circ}29'28''E$ 615.00 feet to a set iron pin and THE TRUE POINT OF BEGINNING OF A TRACT OF LAND HEREIN DESCRIBED: Thence continuing $N04^{\circ}29'28''E$ 467.96 feet to a set iron pin; Thence $N34^{\circ}30'00''W$ 439.03 feet to the P.C. of a 400.00 radius curve, concave northeasterly, having a central angle of $83^{\circ}20'00''$; Thence northwesterly and northeasterly along said curve an arc length of 581.78 feet; Thence $N48^{\circ}50'00''E$ 108.00 feet to the P.C. of a 120.00 radius curve, concave southwesterly, having a central angle of $100^{\circ}40'00''$; Thence along an arc length of 210.84 feet; Thence $S30^{\circ}30'00''E$ 437.88 feet to the P.C. of a 500.00 foot radius curve, concave northeasterly, having a central angle of $23^{\circ}15'00''$; Thence along an arc length of 202.89 feet; Thence $S53^{\circ}45'00''E$ 267.36 feet to the P.C. of a 469.18 foot radius curve, concave southwesterly, having a central angle of $36^{\circ}25'00''$; Thence along an arc length of 298.20 feet; Thence $S17^{\circ}20'00''E$ 379.39 feet to the P.C. of a 120.00 foot radius curve, concave northwesterly, having a central angle of $86^{\circ}20'00''$; Thence along an arc length of 180.82 feet to the P.R.C. of a 133.45 foot radius reverse curve, concave southeasterly, (radial bearing $S21^{\circ}00'00''E$); Thence southwesterly along said curve through a central angle of $59^{\circ}25'56''$ an arc length of 138.43 feet; Thence $N80^{\circ}25'56''W$ 830.74 feet to the point of beginning and containing 25.281 ACRES; Subject to and together with a 60 foot private road and utility easement as shown on COS No. 10121; Subject to and together with all appurtenant easements of record.

S27 - 4B, 4A S28 - 5E ✓

TRACT 5:

BEGINNING at the northwest corner of the Southwest Quarter of the Southwest Quarter of Section 27, Township 31 North, Range 22 West, P.M.,M., Flathead County, Montana; Thence $N04^{\circ}29'28''E$ 615.00 feet to a set iron pin; Thence $S80^{\circ}25'56''E$ 830.74 feet to a point on the centerline of a 60 foot private road and utility easement which is on a 133.45 foot radius curve, concave southeasterly, (radial bearing $S80^{\circ}25'56''E$); Thence along said centerline southwesterly and southeasterly along said curve through a central angle of $24^{\circ}44'04''$ an arc length of 57.61 feet; Thence $S15^{\circ}10'00''E$ 583.60 feet; Thence leaving said centerline $S60^{\circ}38'38''W$ 1169.81 feet to a set iron pin on the west boundary of said SW1/4SW1/4; Thence $N00^{\circ}15'25''W$ 718.82 feet to the point of beginning and containing 21.214 ACRES; Subject to and together with a 60 foot private road and utility easement as shown on COS No. 10121; Subject to and together with all appurtenant easements of record.

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TRACT 6:

BEGINNING at the southwest corner of the Southwest Quarter of the Southwest Quarter of Section 27, Township 31 North, Range 22 West, P.M.,M., Flathead County, Montana; Thence $N00^{\circ}15'25''W$ and along the west boundary of said SW1/4SW1/4 a distance of 590.00 feet to a set iron pin; Thence $N60^{\circ}38'38''E$ 1169.81 feet to a point on the centerline of a 60 foot private road and utility easement; Thence along said centerline $S15^{\circ}10'00''E$ 225.00 feet to the P.C. of a 122.46 foot radius curve, concave northeasterly, having a central angle of $46^{\circ}42'57''$; Thence southeasterly along said curve an arc length of 99.85 feet to the P.R.C. of a 200.00 foot radius reverse curve, concave southwesterly, (radial bearing $S28^{\circ}07'03''W$); Thence southeasterly along said curve through a central angle of $59^{\circ}42'57''$ an arc length of 208.45 feet; Thence $S02^{\circ}10'00''E$ 104.87 feet to the P.C. of a 55.00 radius curve, concave northeasterly, having a central angle of $79^{\circ}26'37''$; Thence southeasterly along said curve an arc length of 76.26 feet; Thence leaving said centerline $S08^{\circ}23'23''W$ 551.53 feet to a set iron pin on the south boundary of said SW1/4SW1/4; Thence $N89^{\circ}56'29''W$ 1212.33 feet to the point of beginning and containing 25.338 ACRES; Subject to and together with a 60 foot private road and utility easement as shown on COS No. 10121; Subject to and together with all appurtenant easements of record.

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TRACT 9: *Tract 1 of Certificate of Survey No. 10477.*

~~Commencing at the northeast corner of the Southwest Quarter of Section 27, Township 31 North, Range 22 West, P.M.,M., Flathead County, Montana; Thence $S00^{\circ}17'32''W$ and along the east boundary of said SW1/4 a distance of 407.00 feet to a set iron pin and THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED: Thence continuing $S00^{\circ}17'32''W$ and along said east boundary a distance of 718.81 feet to a set iron pin; Thence $S79^{\circ}40'00''W$ 1025.03 feet to a point on the centerline of a 60 foot private road and utility easement which is on a 400.00 foot radius curve, concave northwesterly, (radial bearing $N57^{\circ}28'08''W$); Thence along said centerline southwesterly along said curve through a central angle of $57^{\circ}13'36''$ an arc length of 399.52 feet; Thence leaving said centerline $N00^{\circ}14'31''W$ 30.00 feet to a set iron pin on the northwesterly R/W of said 60 foot private road and utility easement; Thence $S87^{\circ}07'14''W$ 299.29 feet to the centerline of said 60 foot private road and utility easement; Thence $N15^{\circ}10'00''W$ 583.60 feet to the P.C. of a 133.45 foot radius curve, concave southeasterly, having a central angle of $84^{\circ}10'00''$; Thence along said centerline northwesterly and northeasterly along said curve an arc length of 196.04 feet; Thence leaving said centerline $S21^{\circ}00'00''E$ 30.00 feet to a set iron pin on the southerly R/W of said 60 foot private road and utility easement; Thence $N77^{\circ}31'25''E$ 1748.92 feet to the point of beginning and containing 27.638 ACRES; Subject to and together with a 60 foot private road and utility easement as shown on COS No. 10121; Subject to and together with all appurtenant easements of record.~~

5 Δ E

Excepting therefrom the following described tract:

~~Commencing at the southeast corner of the Southwest Quarter of Section 27, Township 31 North, Range 22 West P.M.,M., Flathead County, Montana, which is a found iron pin; Thence $N89^{\circ}56'29''W$ and along the south boundary of said SW1/4 a distance of 1320.92 feet; Thence $N00^{\circ}03'31''E$ 1552.16 feet to a set iron pin and THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED: Thence $N34^{\circ}10'31''E$ 156.00 feet to a set iron pin; Thence $S55^{\circ}49'29''E$ 280.00 feet to a set iron pin; Thence $S34^{\circ}10'31''W$ 156.00 feet to a set iron pin; Thence $N55^{\circ}49'29''W$ 280.00 feet to the point of beginning and containing 1.003 ACRES; Subject to and together with all appurtenant easements of record.~~

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TRACT 10:

Commencing at the northeast corner of the Southwest Quarter of Section 27, Township 31 North, Range 22 West, P.M.,M., Flathead County, Montana; Thence S00°17'32"W and along the east boundary of said SW1/4 a distance of 407.00 feet to a set iron pin; Thence S77°31'25"W 430.00 feet to a set iron pin and THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED: Thence continuing S77°31'25"W 1318.92 feet to a set iron pin on the southerly R/W of a 60 foot private road and utility easement; Thence N21°00'00"W 30.00 feet to a point on the centerline of said 60 foot private road and utility easement which is the P.C. of a 120.00 foot radius curve, concave northwesterly, (radial bearing N21°00'00"W); Thence along said centerline northeasterly and northwesterly along said curve through a central angle of 86°20'00" an arc length of 180.82 feet; Thence N17°20'00"W 285.37 feet; Thence leaving said centerline N45°11'24"E 1147.23 feet to a set iron pin; Thence S27°08'16"E 1092.00 feet to the point of beginning and containing 20.001 ACRES; Subject to and together with a 60 foot private road and utility easement as shown on COS No. 10121; Subject to and together with all appurtenant easements of record. 4 A B C D E F G

TWO TRACTS OF LAND, SITUATED, LYING, AND BEING IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M.,M., FLATHEAD COUNTY, MONTANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

TRACT 1:

Commencing at the southeast corner of the Southwest Quarter of Section 27, Township 31 North, Range 22 West, P.M.,M., Flathead County, Montana, which is a found iron pin; Thence along the south boundary of said SW1/4 N89°56'29"W 625.74 feet to a set iron pin and THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED: Thence continuing N89°56'29"W 529.54 feet to a found iron pin; Thence N00°03'31"E 160.00 feet to a found iron pin; Thence N89°56'29"W 261.28 feet to a found iron pin; Thence N08°23'23"E 389.82 feet to the centerline of a 60 foot private road and utility easement, which point is on a 55.00 foot radius curve, concave northwesterly (radial bearing N08°23'23"E); Thence southeasterly and northeasterly along said centerline and along said curve through a central angle of 111°38'23" an arc length of 107.17 feet; Thence N13°15'00"W 89.62 feet; Thence leaving said centerline S89°56'29"E 554.94 feet to a set iron pin; Thence S11°08'14"E 713.57 feet to the point of beginning and containing 10.000 ACRES; Subject to and together with a 60 foot private road and utility easement as shown on COS No. 14138; Subject to and together with all appurtenant easements of record. S A D A ✓

TRACT 2:

BEGINNING at the southeast corner of the Southwest Quarter of Section 27, Township 31 North, Range 22 West, P.M.,M., Flathead County, Montana, which is a found iron pin; Thence along the south boundary of said SW1/4 N89°56'29"W 625.74 feet to a set iron pin; Thence N11°08'14"E 713.57 feet to a set iron pin; Thence S89°56'29"E 767.07 feet to a found iron pin on the east boundary of said SW1/4; Thence along said east boundary S00°17'10"W 700.00 feet to the point of beginning and containing 11.191 ACRES; Subject to and together with a 60 foot private road and utility easement as shown on COS No. 14138; Subject to and together with all appurtenant easements of record. S A D ✓

200207811450

TWO TRACTS OF LAND, SITUATED, LYING, AND BEING IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 22 WEST P.M.,M., FLATHEAD COUNTY, MONTANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

TRACT 1:

BEGINNING at the northeast corner of the Southeast Quarter of the Southwest Quarter of Section 27, Township 31 North, Range 22 West, P.M.,M., Flathead County, Montana; Thence S00°17'10"W and along the east boundary of said SE1/4SW1/4 a distance of 622.81 feet to a found iron pin; Thence N89°56'29"W 513.19 feet to a set iron pin; Thence N00°03'31"W 330.17 feet to a point on the centerline of a 60 foot private road and utility easement; Thence N27°50'00"W and along said centerline 331.23 feet to the P.C. of a 670.00 foot radius curve, concave northeasterly, having a central angle of 06°24'40"; Thence along an arc length of 74.97 feet; Thence leaving said centerline N79°40'00"E 715.12 feet to a found iron pin on the east boundary of the NE1/4SW1/4; Thence S00°17'32"W and along said boundary 197.19 feet to the point of beginning and containing 10.000 ACRES; Subject to and together with a 60 foot private road and utility easement as shown on COS No. 10995; Subject to and together with all appurtenant easements of record.

SAF ✓

TRACT 2:

Commencing at the northeast corner of the Southeast Quarter of the Southwest Quarter of Section 27, Township 31 North, Range 22 West, P.M.,M., Flathead County, Montana; Thence S00°17'10"W and along the east boundary of said SE1/4SW1/4 a distance of 622.81 feet to a found iron pin; Thence N89°56'29"W 513.19 feet to a set iron pin and THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED: Thence continuing N89°56'29"W 808.82 feet to a point on the centerline of a 60 foot private road and utility easement; Thence S13°15'00"E and along said centerline 89.62 feet to the P.C. of a 55.00 foot radius curve, concave northwesterly, having a central angle of 191°05'00"; Thence along an arc length of 183.43 feet; Thence N02°10'00"W 104.87 feet to the P.C. of a 200.00 foot radius curve, concave southwesterly, having a central angle of 59°42'57"; Thence along an arc length of 208.45 feet to the P.R.C. of a 122.46 foot radius reverse curve, concave northeasterly (radial bearing N28°07'03"E); Thence northwesterly along said curve through a central angle of 46°42'57" an arc length of 99.85 feet; Thence N15°10'00"W 225.00 feet; Thence leaving said centerline N87°07'14"E 299.29 feet to a found iron pin on the northerly R/W of said road; Thence leaving said R/W S00°14'31"E 30.00 feet to the centerline of said road, which point is the P.C. of a 400.00 foot radius curve, concave northwesterly (radial bearing N00°14'31"W); Thence northeasterly along said centerline and along said curve through a central angle of 57°13'36" an arc length of 399.52 feet; Thence leaving said centerline N79°40'00"E 309.91 feet to the centerline of said 60 foot private road and utility easement, which point is on a 670.00 foot radius curve, concave northeasterly (radial bearing N68°34'40"E); Thence southeasterly along said centerline and along said curve through a central angle of 06°24'40" an arc length of 74.97 feet; Thence S27°50'00"E 331.23 feet; Thence leaving said centerline S00°03'31"E 330.17 feet to the point of beginning and containing 13.226 ACRES; Subject to and together with a 60 foot private road and utility easement as shown on COS No. 10995; Subject to and together with all appurtenant easements of record.

ASF SAF ✓

200207811450

TWO TRACTS OF LAND, SITUATED, LYING, AND BEING IN NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M.,M., FLATHEAD COUNTY, MONTANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

TRACT 1:

Commencing at the northeast corner of the Southeast Quarter of the Northwest Quarter of Section 27, Township 31 North, Range 22 West, P.M.,M., Flathead County, Montana; Thence S89°42'28"W and along the north boundary of said SE1/4NW1/4 a distance of 1240.00 feet to a found iron pin and THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED: Thence S20°07'28"E 407.69 feet to a set iron pin; Thence S37°44'52"W 1272.22 feet to the centerline of a 60 foot private road and utility easement known as Wolf Trail Drive, which point is on a 469.18 foot radius curve, concave southwesterly (radial bearing S46°00'00"W); Thence northwesterly along said curve and along said centerline through a central angle of 09°45'00" an arc length of 79.84 feet; Thence N53°45'00"W 221.27 feet; Thence leaving said centerline N36°02'20"E 1490.79 feet to the point of beginning and containing 10.168 ACRES; Subject to and together with a 60 foot private road and utility easement as shown on COS No. 13317; Subject to and together with all appurtenant easements of record.

4 EAS ETC. H.A. ✓

TRACT 2:

Commencing at the northeast corner of the Southeast Quarter of the Northwest Quarter of Section 27, Township 31 North, Range 22 West, P.M.,M., Flathead County, Montana; Thence S89°42'28"W and along the north boundary of said SE1/4NW1/4 a distance of 1240.00 feet to a found iron pin; Thence S20°07'28"E 407.69 feet to a set iron pin and THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED: Thence continuing S20°07'28"E 504.11 feet to a found iron pin; Thence S45°11'24"W 1147.23 feet to a point on the centerline of a 60 foot private road and utility easement known as Wolf Trail Drive; Thence along said Centerline N17°20'00"W 94.02 feet to the P.C. of a 469.18 foot radius curve, concave southwesterly, having a central angle of 26°40'00"; Thence along an arc length of 218.36 feet; Thence leaving said centerline N37°44'52"E 1272.22 feet to the point of beginning and containing 10.000 ACRES; Subject to and together with a 60 foot private road and utility easement as shown on COS No. 13317; Subject to and together with all appurtenant easements of record.

5 EAS ETC. H.A. ✓

2002078 11450

TWO TRACTS OF LAND, SITUATED, LYING, AND BEING IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M.,M., FLATHEAD COUNTY, MONTANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

TRACT 1:

Commencing at the northwest corner of the Southwest Quarter of the Northwest Quarter of Section 27, Township 31 North, Range 22 West, P.M.,M., Flathead County, Montana; Thence N89°42'28"E and along the north boundary of said SW1/4NW1/4 a distance of 64.64 feet to a found iron pin and THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED: Thence continuing N89°42'28"E 1099.50 feet to a set iron pin; Thence S47°52'46"W 1252.22 feet to a point on the centerline of a 60 foot private road and utility easement known as Wolf Tail Pines Road; Thence along said centerline N30°30'00"W 220.00 feet to the P.C. of a 120.00 foot radius curve, concave southwesterly, having a central angle of 42°03'11"; Thence along an arc length of 88.08 feet; Thence leaving said centerline N00°48'55"E 591.18 feet to the point of beginning and containing 11.689 ACRES; Subject to and together with a 60 foot private road and utility easement as shown on COS No. 13318; Subject to and together with all appurtenant easements of record.

483 ✓

TRACT 2:

Commencing at the northwest corner of the Southwest Quarter of the Northwest Quarter of Section 27, Township 31 North, Range 22 West, P.M.,M., Flathead County, Montana; Thence N89°42'28"E and along the north boundary of said SW1/4NW1/4 a distance of 1164.14 feet to a set iron pin and THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED: Thence continuing N89°42'28"E 231.18 feet to a found iron pin; Thence S36°02'20"W 1490.79 feet to a point on the centerline of a 60 foot private road and utility easement known as Wolf Tail Pines Road; Thence along said centerline N53°45'00"W 46.09 feet to the P.C. of a 500.00 foot radius curve, concave northeasterly, having a central angle of 23°15'00"; Thence along an arc length of 202.89 feet; Thence N30°30'00"W 217.88 feet; Thence leaving said centerline N47°52'46"E 1252.22 feet to the point of beginning and containing 10.000 ACRES; Subject to and together with a 60 foot private road and utility easement as shown on COS No. 13318; Subject to and together with all appurtenant easements of record.

488 A 588 ✓

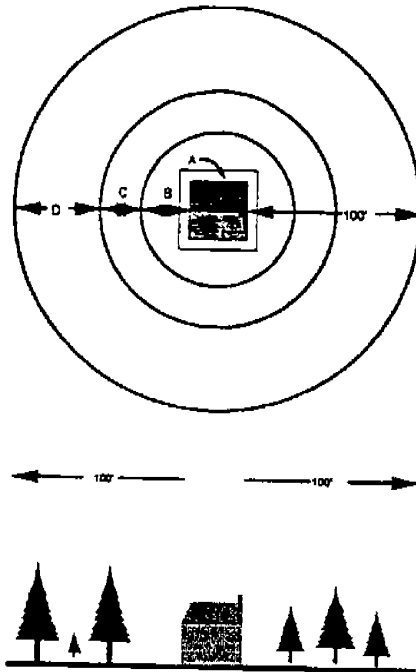
Lot 1 of Amended Plat of Subdivision No. 104, records of the Clerk and Recorder of Flathead County, Montana.

Lot 2 of Subdivision No. 104, records of the Clerk and Recorder of Flathead County, Montana.

200207811450

EXHIBIT B

DEFENSIBLE SPACE STANDARDS
VEGETATION REDUCTION GUIDELINES
0% TO 10% SLOPE



A = THE FIRST 3 FEET OF B

Maintain an area of non-combustible material - flowers, plants, concrete, gravel, mineral soil, etc.

B = 10 FEET

Remove all trees and downed woody fuels.

C = 20 FEET

Thin trees to 10 feet between crowns.

Prune limbs of all remaining trees to 15 feet or one-third the total live crown height, whichever is less.

Maintain surface vegetation at 3 inches or less.

Remove all downed woody fuels.

D = 70 FEET

Thin trees to 10 feet between crowns.

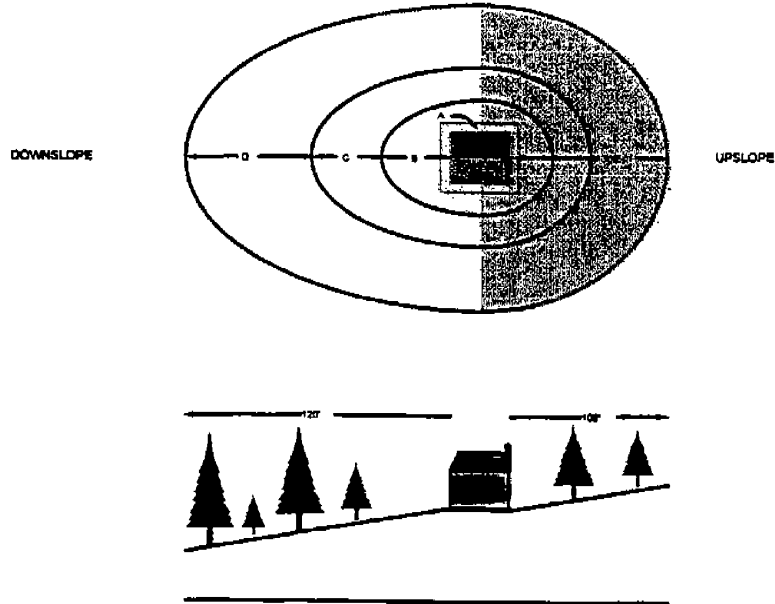
Prune limbs of all remaining trees to 15 feet or one-third the total live crown height, whichever is less.

Remove all downed woody fuels more than 3 inches in diameter.

DOCUMENT IS ILLEGIBLE AND
NOT LEGIBLY REPRODUCIBLE

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**VEGETATION REDUCTION GUIDELINES
10% TO 20% SLOPE**



The shaded areas (upslope) of B, C, & D remain a constant distance of 10', 20', and 70' respectively. The shaded area begins from the mid-section of a structure. The unshaded areas (downslope) of B, C, & D increase with slope as detailed below:

A = THE FIRST 3 FEET OF B

Maintain an area of non-combustible material - flowers, plants, concrete, gravel, mineral soil, etc.

B = 15 FEET

Remove all trees and downed woody fuels.

C = 25 FEET

Thin trees to 10 feet between crowns.

Prune limbs of all remaining trees to 15 feet or one-third the total live crown height, whichever is less.

Maintain surface vegetation at 3 inches or less.

Remove all downed woody fuels.

D = 80 FEET

Thin trees to 10 feet between crowns.

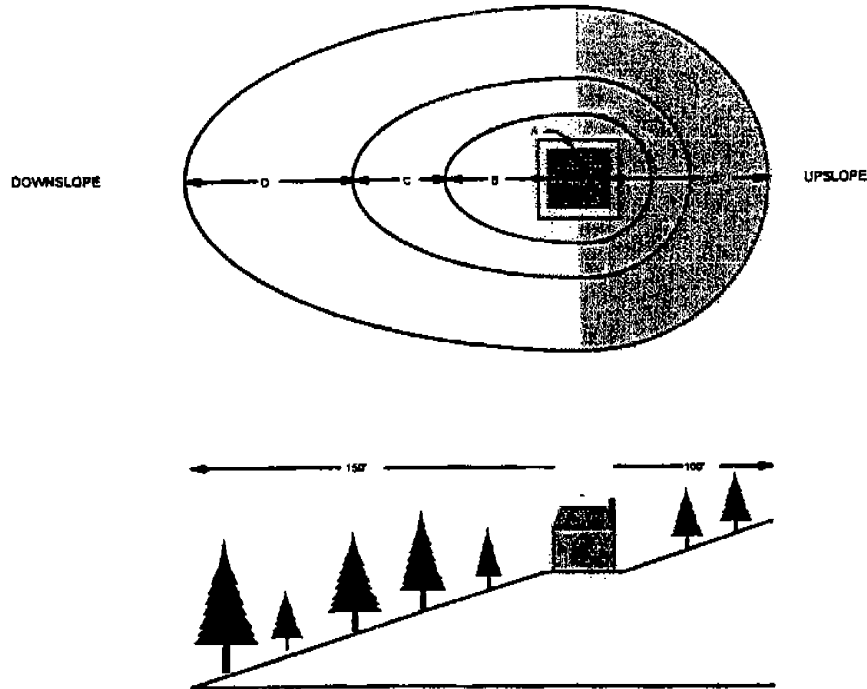
Prune limbs of all remaining trees to 15 feet or one-third the total live crown height, whichever is less.

Remove all downed woody fuels more than 3 inches in diameter.

**DOCUMENT IS ILLEGIBLE AND
NOT LEGIBLY REPRODUCIBLE**

2002078 11450

VEGETATION REDUCTION GUIDELINES 20% TO 30% SLOPE



The shaded areas (upslope) of B, C, & D remain a constant distance of 10', 20', and 70' respectively. The shaded area begins from the mid-section of a structure. The unshaded areas (downslope) of B, C, & D increase with slope as detailed below:

A = THE FIRST 3 FEET OF B

Maintain an area of non-combustible material - flowers, plants, concrete, gravel, mineral soil, etc.

B = 20 FEET

Remove all trees and downed woody fuels.

C = 30 FEET

Thin trees to 10 feet between crowns.

Prune limbs of all remaining trees to 15 feet or one-third the total live crown height, whichever is less.

Maintain surface vegetation at 3 inches or less.

Remove all downed woody fuels.

D = 100 FEET

Thin trees to 10 feet between crowns.

Prune limbs of all remaining trees to 15 feet or one-third the total live crown height, whichever is less.

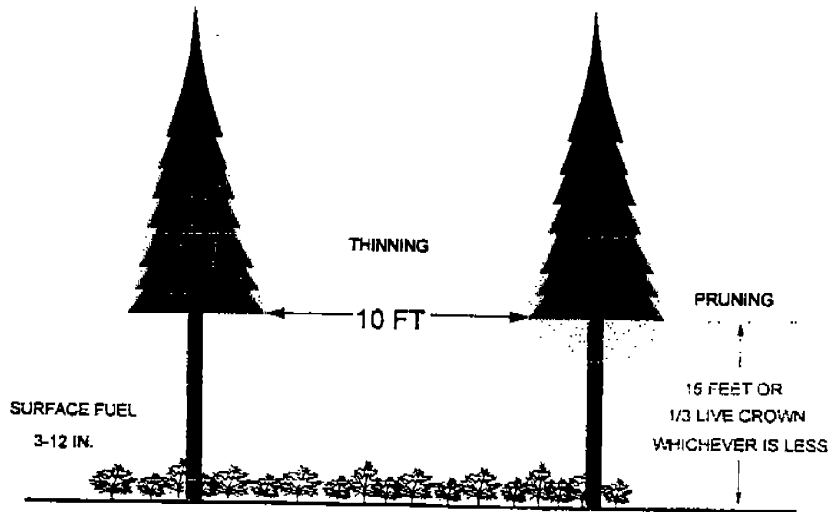
Remove all downed woody fuels more than 3 inches in diameter.

**DOCUMENT IS ILLEGIBLE AND
NOT LEGIBLY REPRODUCIBLE**

2002078 11450

DOCUMENT IS ILLEGIBLE AND NOT LEGIBLY REPRODUCIBLE

VEGETATION REDUCTION GUIDELINES THINNING AND PRUNING



In areas where vegetation modification is prescribed, use the following guidelines:

- A. **THINNING**
Thin trees to 10 feet between crowns.
- B. **PRUNING**
Prune the limbs of all remaining trees to 15 feet or one-third the total live crown height, whichever is less.
- C. **SURFACE VEGETATION**
Maintain surface vegetation at 3" to 12" as detailed.

\$120.00

2002078 11450

THOMAS TORNOW
100 SECOND ST. E.
WFSH MT 59937

STATE OF MONTANA)
 County of Flathead)
 Recorded at the request of T. TORNOW this 19 day of MARCH 2002 1145
 recorded in the records of Flathead County, State of Montana.
 Fee \$ 120. Pd.
 Flathead County Clerk and Recorder
Janis For
 Deputy

DOCUMENT NO. 2002078 11450

0012867, 0011439, 0980362, 0980312, 0981088, 0011613, 0001674
0078475, 0501120, 0983576, 0501121, 0011602, 0983490, 0001690, 0983384
0003380, 0979421, 0983490, 0980146, 0979147, 0979313, 0978761, 0978762,
0978923

After Recording Return To:
Viscomi & Gersh, PLLP
Attorneys at Law
121 Wisconsin Avenue
Whitefish, MT 59937



Paula Robinson, Flathead County MT by DD

20080009921
Page: 1 of 34
Fees: \$258.00
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**SECOND RESTATED DECLARATION OF CONDCTIONS, COVENANTS,
RESTRICTIONS AND RESERVATIONS OF
WOLFTAIL PINES**

THIS SECOND RESTATED DECLARATION is made this 8th day of April, 2008.

WHEREAS, the real property described on Exhibit "A" attached hereto (hereafter "the Property") is encumbered by that certain Restated Declaration of Conditions, Covenants, Restrictions and Reservations of Wolftail Pines dated March 12, 2002 and recorded under reception number 200207811450, which amend and restate that certain Declaration of Conditions, Covenants, Restrictions and Reservations recorded under reception number 9120611370; as amended by that certain Amendment to Declaration of Conditions, Covenants, Restrictions and Reservations ("First Amendment") recorded under reception number 9203616420, all of which are recorded in the records of the Clerk and Recorder of Flathead County, Montana; and,

WHEREAS, the Property is being subjected to this Second Restated Declaration to ensure the most appropriate development, use and improvement of each Parcel, to protect and enhance the views from the building sites located on the Parcels, to maintain and enhance the value of each Parcel, to preserve and protect the natural beauty and forested setting of the Property, to guard against the construction of buildings from inappropriate or unsuitable materials, and to ensure appropriate site planning, engineering, architecture, landscape architecture, and overall design.

WHEREAS, the Property is further encumbered by those certain Articles of Association of Wolftail Pines Architectural Control Committee and Homeowners Association ("Articles"), dated October 8, 1992, and recorded on October 22, 1992 in



the records of the Clerk and Recorder of Flathead County, Montana under reception number 9229613000; and,

WHEREAS, Paragraph 38 of the Restated Declaration of Conditions, Covenants, Restrictions and Reservations of Wolftail Pines permits amendment of the said document by an instrument signed by two-thirds (2/3) of the Members at the time of amendment; and

WHEREAS, the undersigned are the Owners of at least two-thirds (2/3) of the Parcels who have approved by execution hereof this Second Restated Declaration of Conditions, Covenants, Restrictions and Reservations ("Second Restated Declaration");

NOW, THEREFORE, the Restated Declaration of Conditions, Covenants, Restrictions and Reservations of Wolftail Pines, Declaration of Conditions, Covenants, Restrictions and Reservations, Amendment to Declaration of Conditions, Covenants, Restrictions, Articles of Association of Wolftail Pines Architectural Control Committee and Homeowners Association, all as referenced above, are hereby amended, replaced and restated in their entirety as follows:

- 1. ENCUMBERED PROPERTY. The Property described on Exhibit "A" attached hereto, and each lot or parcel thereof ("Parcel"), is and shall be held, transferred, sold and conveyed subject to the provisions of this Second Restated Declaration, which are designed to enhance and protect the value and beauty of the Property and to provide a uniform plan for its development.
- 2. RUN WITH LAND. The provisions of this Second Restated Declaration shall run with the land and shall be binding on each Parcel and all persons owning a Parcel ("Owners") or claiming under the Owner and the Owner's assigns, heirs and legal and personal representatives.

USES & RESTRICTIONS

- 3. SINGLE FAMILY ONLY. All Parcels shall be used only for single-family residential purposes. There shall not exist on any Parcel at any time more than one residence, plus one guesthouse and related out buildings, such as a private garage, barn, storage shed and shelter. No guesthouse may be rented separately from the main residence. No apartment house, duplex, lodging house, rooming house, or other multiple-family dwelling shall be erected on any Parcel. The location, size and appearance of any and all structures must be approved in writing by the Architectural Control Committee pursuant to Paragraph 26 herein prior to construction.
- 4. NO TEMPORARY STRUCTURES. No tent, shack, mobile home, prefabricated or temporary building shall be permitted on any Parcel. Construction job trailers may be temporarily placed on a parcel during active construction only and must be promptly removed when construction ceases. In no case shall such trailers



be used as living quarters. The location and appearance of construction trailers must be approved in writing by the Architectural Control Committee.

5. **NO COMMERCIAL.** No Parcel or any part thereof shall be used at any time for business, trade, manufacture, or any other commercial purposes except those computer home based businesses and artist/craft studios approved in advance by the Board.
6. **FENCES.** No fence, wall or gate of any kind shall be erected or altered on any Parcel without the prior written approval of the Architectural Control Committee of the plans and specifications for such fences, walls or gates.
7. **ANIMALS.** Animals, including dogs, cats, birds, and reptiles, are allowed if kept solely as household pets. No animals may be kept on any Parcel for commercial purposes. Horses, up to a maximum of two (2) per ten (10) acres, are allowed for personal use only. No other livestock is permitted on the Property without written approval of the Board. No animal is permitted that has or will, in the sole and absolute direction of the Board, become a nuisance. The Board may require an Owner keeping animals to erect and maintain suitable, adequate and approved fencing to prevent their animals or livestock from leaving their Parcel. No structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any parcel unless plans, specifications and location for said structure have been approved in advance by the Architectural Control Committee.
8. **USED STRUCTURES.** No old or previously used structures shall be permitted upon any Parcel without the written approval of the Architectural Control Committee.
9. **CONSTRUCTION.** The exterior of all structures shall be completed and all building debris removed within eighteen (18) months from commencement of construction, and structures shall not be occupied until the exterior of the building, all plumbing fixtures and utilities are completed.
10. **FIRE PREVENTION.** All structures shall have Class A roofing materials and a defensible fire space in accordance with Exhibit B attached hereto. All Parcels, whether or not there are structures thereon, are required to be maintained as to the thinning and removal of trees and flammable vegetation such that they do not pose an unreasonable fire hazard. Parcels that pose an unreasonable risk of forest fire hazard shall be deemed a nuisance.
11. **RESIDENCE SIZE.** The minimum above-ground floor area of any single-family dwelling structure erected or placed upon any Parcel, exclusive of open porches, basements, and garages, shall not be less than 2,500 square feet of heated living space. For purposes of this paragraph, daylight basements shall be included in the living space.



12. **SETBACK LINES.** No structure shall be erected on any Parcel closer than sixty (60) feet to any other Owner's Parcel or closer than thirty (30) feet to any roadway easement used and maintained by the Association.
13. **SEWAGE.** 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 Environmental Services, and the County of Flathead, Montana, and the appropriate permit has been issued by Flathead County.
14. **REMOVAL OF WASTE AND UPKEEP OF APPEARANCE**
- A. No part of any Parcel shall be used or maintained as a dumping or storage area for trash, garbage, rubbish, abandoned vehicles or equipment or parts thereof, manure, or any other waste or debris.
 - B. No automobiles, automobile bodies, motor vehicles, or parts thereof, shall be left exposed to public view, or the view of any other owner or visible from any roadway, in an inoperative condition, except for a reasonable period of time not to exceed ten (10) days while the Owner of the Parcel is actively engaged in the repair of such vehicle.
 - C. No school bus; truck or commercial vehicle over one (1) ton capacity; house trailer; mobile home; recreational vehicle; camper; truck with camper top; habitable motor vehicle of any kind; boat or boat trailer; trailers of any kind; or like equipment shall be permitted on any Parcel on a permanent basis (defined as exceeding three (3) consecutive days in any calendar year) unless stored inside a garage or other outbuilding, or otherwise screened from view by suitable means, and approved in advance by the Architectural Control Committee. The provisions of this Paragraph do not apply to any Owner or builder in the process of constructing a structure approved in advance by the Architectural Control Committee.
 - D. All garbage cans shall be tightly covered at all times and kept from view except for garbage pick up days when garbage cans may be exposed to view for the convenience of the garbage collector.
 - E. The lawns and grounds of each parcel shall be maintained so as to preclude noxious weeds.
 - F. No living tree having a diameter of six (6) inches or more (as measured two (2) feet above the highest adjoining ground level) shall be cut or removed from any Parcel unless such removal is in conformity with a landscaping, view improvement, or defensible fire space plan approved in



advance by the Architectural Control Committee. The removal of trees and/or vegetation that would cause a structure on one Parcel to be visible from a structure on another parcel may be denied or restricted by the Architectural Control Committee in writing in order to protect the viewshed of owners.

15. **WATER SUPPLY.** Each Owner shall provide their own well or shall privately arrange for joint use of a well with another owner.
16. **UNDERGROUND UTILITIES.** All utility service lines, whether for power, telephone, or otherwise, shall be placed underground. The Owner shall be solely responsible for all utility connecting costs and extending service from the underground service line to the Owner's residence.
17. **FILLING AND REMOVING.** The elevation of a Parcel shall not be changed so as to materially affect the surface elevation or grade of the surrounding Parcels. In addition, no filling or removing shall be done that causes additional harmful runoff of water onto surrounding Parcels. No timber, rock, gravel or clay shall be cut, excavated or removed from any Parcel for commercial purposes.
18. **NUISANCES.** No noxious or offensive activity shall be carried on or permitted upon any Parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; nor shall any Parcel 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. A Parcel that poses an unreasonable risk of forest fire hazard due to the existence of trees or other vegetation that have not been thinned or otherwise maintained to minimize the risk of fire shall be deemed a nuisance.
- A. No clothesline or drying yard shall be permitted unless concealed by hedges, latticework or screen acceptable by the Association.
- B. No advertising signs, billboards, or advertising structure, except standard real estate "For Sale" signs, shall be displayed on any Parcel.
19. **FIREARMS AND HUNTING.** Hunting on the Property is prohibited and no firearm may be discharged within the Property at any time.
20. **YARD LIGHTS, MAILBOXES AND FUEL TANKS.** The location of outside yard lights, mailboxes and fuel tanks to be erected on a Parcel must first be approved in writing by the Architectural Control Committee.
21. **MAINTENANCE OF EXTERIOR OF RESIDENCE AND BUILDINGS.** Each Owner who has erected a residence or out building shall provide exterior maintenance to the residence and buildings, including painting and repairing the exterior.



22. SIGNS. All Parcels on which a residence is constructed shall have street addresses posted at the driveway entrance that are visible and conspicuous from the road as approved by the Architectural Control Committee.

ROAD AND UTILITIES

23. ROAD AND UTILITIES EASEMENT. The Association, for itself and all Owners, hereby reserves an easement of sixty (60) feet in width as shown on the Correction Certificate of Survey No. 10121, revised July 8, 1991, and filed in the records of the Clerk and Recorder of Flathead County, Montana, for the installation and maintenance of utilities and roadway ("the Road"), and further retains an easement of ten (10) feet in width on either side of the Road over and across each Parcel whenever and wherever reasonably necessary for the installation and maintenance of utilities. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities (gas, electricity, telephone, television cable, sewage lines, and water systems) on account of temporary or other inconveniences caused thereby, against the Association, or any of its agents or servants, are waived by each Owner.

24. ROADWAY CONSTRUCTION AND MAINTENANCE. The road shall be maintained, including snow removal, by the Association out of an annual assessment of the Owners. The Board shall estimate the annual cost of roadway and street maintenance prior to the Member's annual meeting and this cost will be included in the budget.

A. The road that shall be maintained by the Association is the road easement labeled "60' PRIVATE ROAD & UTILITY EASEMENT" on COS 10121, as well as the portion of the road that runs through state land pursuant to Right of Way Deed D-6770. Snow removal shall be performed as necessary on an annual basis by contract. The location at which the Association's duty to maintain the common road terminates is defined in the Agreement Concerning Easements and Road Maintenance that was recorded under Reception No. 200520315010 on July 22, 2005. However, the Association shall perform snow removal on the Emergency Access Easement as shown on Exhibit B to said Agreement Concerning Easements and Road Maintenance.

B. Major repairs and improvements over and above normal maintenance of the Road and ditches shall require approval of two-thirds (2/3) of the Association present either in person or by proxy at a regular or special Members' meeting where notice of the proposed repair or improvement is included in the meeting notice.

25. SUBDIVISION OF PARCELS. No Parcel shall be divided into resulting Parcels that are less than ten (10) acres in size, and no structure(s) of any type may be



built on any Parcel that is less than ten (10) acres in size. In the event of any permitted subdivision, the resulting Parcels shall be treated as separate Parcels for all purposes wherever the term "Parcel" appears in this Second Restated Declaration; *provided, however*, that until said resulting Parcels are sold or otherwise conveyed to someone other than the subdividing Owner(s), his/her/their spouse or child, or until more than one (1) residence is constructed on the subdivided Parcel, the subdivided Parcel shall be treated as one (1) Parcel for the purposes of voting and all assessments.

ARCHITECTURAL CONTROL

26. APPROVAL OF PLANS. For the purpose of further ensuring the development of the Property as an area of high standards, the Association reserves the power to control the buildings, structures, landscaping and other improvements placed on each Parcel, including the location thereof. Whether or not specifically stated in any conveyance of a Parcel, the Owner or occupant of each and every Parcel, by acceptance of title or by taking possession, covenants and agrees that no building or other structure shall be placed upon the Parcel, or the exterior appearance of a structure or building altered, unless and until the plans and specifications therefore and the site plan have been approved in writing by the Association. Each building or structure shall be placed on the Parcel only in accordance with the approved plans and specifications and the approved site plan. Refusal to approve plans and specifications by the Association may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Association, shall seem sufficient. The following standards shall be followed for all structures and improvements on the Parcels:

- A. Owners shall schedule a pre-application meeting with the Architectural Control Committee prior to designing plans for their Parcel in order to better understand the requirements of the Committee and to help ensure that the planning process leads to approved plans with the minimum amount of time and expense.
- B. It is the intent of the Association that all structures and improvements be constructed so as to maintain as much privacy as possible among Parcel owners and to maintain the natural look and feel of the Property.
- C. All structures and improvements shall be constructed in accordance with the applicable building codes of the governmental entity having jurisdiction, or if no such building codes are in effect, then in accordance with the Uniform Building Code.
- D. Site plan approval may be denied if the proposed structures are too visible from the road or from other Parcels.



- E. The Committee has the right to define building envelopes on Parcels in consultation with the Parcel Owner, and to restrict the construction of any structures outside of the defined building envelopes.
 - F. The exterior appearance of structures must be reasonably designed to blend into the forested surroundings. The Committee has the right to determine whether various colors or materials are suitable in that regard.
 - G. All exterior lighting must be downward facing.
 - H. All utility lines must be run underground.
 - I. All driveways must have culverts installed if reasonably necessary to maintain proper drainage, and must also have an asphalt driveway installed once a home is constructed. Owners must control runoff from unpaved roads on vacant lots in order to ensure that mud, gravel and debris do not wash onto the common road.
 - J. Landscaping shall be done with plants that are indigenous to the area. The Committee has the right to limit the amount of lawn or other non-native vegetation that may be placed on a Parcel.
 - K. Any material changes to existing structures, including exterior painting, must be approved in writing by the Committee.
 - L. The Committee may consider the visibility of proposed improvements from other parcels and common roads in reaching its decisions. The Committee may decide to allow improvements to be constructed that are not visible from roads or neighboring parcels that it would deny in situations where such improvements are visible from the roads or neighboring parcels.
27. ARCHITECTURAL CONTROL COMMITTEE. The Association shall have a committee, which may, but not need be, the Board, to approve all plans as required in the preceding Paragraph and to perform other functions specified in this Declaration. The committee's approval or disapproval as required in this Declaration or other notice required under this Declaration shall be in writing. In the event the committee fails to act within sixty (60) days after proposed plans and specifications of any structure or alteration have been submitted in writing, no specific approval shall be required and the appurtenant provisions of this Declaration shall be deemed to have been complied with in full.

ASSOCIATION

28. ASSOCIATION. The WolfTail Pines Homeowners Association, Inc. (hereafter "Association") has been formed to administer the Property as provided herein.



29. **BYLAWS.** The operation of the Association shall be as established by the Association's Articles of Incorporation and Bylaws.
30. **GOODSTANDING.** The Board, by written Bylaw, may provide for any Membership to be suspended because of the Member's failure to pay any charge arising under this Declaration or for other violations of this Declaration. Such suspension shall expire upon payment of the charge, and all other charges and assessments levied during the suspension, or remedy of the violation.

ASSESSMENTS

31. **BUDGET.** Prior to any Members' meeting at which an assessment is proposed, the Board shall adopt a proposed budget for the Association which shall show expenditures, reserves and proposed assessments in reasonable detail. Said budget shall be provided with the notice required by the Association Bylaws.
32. **ASSESSMENTS.** Upon adoption of the budget by the Members, each Parcel shall be assessed as provided in the budget. Unless otherwise approved by the Members, each assessment or other charge arising under this Declaration is due and payable within thirty (30) days of billing by the Association Secretary.
33. **PRORATION.** In the event of a transfer of a Parcel, all assessments should be prorated between the buyer(s) and seller(s) at closing as the assessment will not be prorated by the Association.
34. **LIENS AND INTEREST.** Any delinquent assessment or other charge arising under this Declaration shall be a personal debt obligation of the owner(s) of the Parcel and shall also become a lien upon the Parcel against which it is assessed that shall run with the land. The Association may record a notice of the lien against the Parcel with the Clerk and Recorder of Flathead County. The Association shall have the right to interest on all sums due and owing, effective the date the sum was initially due, at the rate of one and one-quarter percent (1.25%) per month and shall be entitled to reasonable attorney's fees and all costs of collection.

ENFORCEMENT

35. **BY THE ASSOCIATION OR ANY OWNER.** The Association and any Owner shall have standing to enforce all of the terms, conditions, covenants, restrictions or reservations contained in this Declaration.
36. **REMEDIES.** The Association and/or any Owner shall be entitled to proceed at law or in equity to compel compliance with the provisions of this Declaration or to prevent the violation or breach of the same by injunctive relief, which each Owner agrees may be granted without bond and the prevailing party shall be entitled to



recover from the other party all reasonable costs and attorneys fees incurred in the proceeding. In addition, whenever there shall have been built or maintained on any Parcel any structure or condition in violation of the provisions of this Declaration, the Association may notify the Owner in writing, specifying the condition and providing a time period in which the Owner must remedy the condition. If the condition is not remedied in the specified time, the Association shall have the right to enter upon the Parcel and summarily abate or remove the same at the Owner's expense, and any such entry or abatement or removal shall not be deemed a trespass. Any legal action must be in the courts of Flathead County, Montana, and be decided by a non-jury trial.

37. NO WAIVER. The failure of the Association or any Owner to enforce any of the terms, conditions, covenants, restrictions or reservations of this Declaration shall not bar its later enforcement, nor shall the failure to enforce any of the terms, conditions, covenants, restrictions or reservations against one or more Owner or Parcel bar its enforcement against another Owner or Parcel.

MISCELLANEOUS

38. AMENDMENT. This Restated Declaration may be amended with the approval of the Owners of at least two-thirds (2/3) of the Parcels. The amendment shall contain a signed certification by the President and Secretary that the amendment was approved by the requisite number of Owners, and shall be recorded in the records of the Clerk and Recorder of Flathead County, Montana.

39. SEVERABLE. The invalidation of any one or more of these terms, conditions, covenants, restrictions or reservations by any court of competent jurisdiction shall not effect any of the other terms, conditions, covenants, restrictions or reservations which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned President of the Wolftail Pines Homeowner's Association, Inc., certifies that this Second Restated Declaration of Conditions, Covenants, Restrictions and Reservations of Wolftail Pines has been signed by the Owners of at least two-thirds (2/3) of the Parcels in the Property.

By: Bonnie Smith Date: 4/8/08
Bonnie Smith, President

STATE OF MONTANA)
 : ss.
County of Flathead)

On this 8th day of April, in the year 2008, before me, a Notary Public for the State of Montana, personally appeared Bonnie Smith, known to



me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date and year herein above first written.



[Signature]

Notary Public for the State of Montana
Judah Gersh

Printed Name of Notary
Residing at: *Whitefish, MT*

My Commission expires: *11/24/09*
2009



EXHIBIT "A"

TRACTS OF LAND LOCATED IN SW¼ AND S½ NW¼ OF SECTION 27 AND SE¼ NE¼ AND NE¼ SE¼ OF SECTION 28, TOWNSHIP 31N, RANGE 22W, and WOLFTAIL SUBDIVISION LOCATED IN THE E½ NW¼, NE¼ SW¼ AND W½ NE¼ OF SECTION 27, TOWNSHIP 31N, RANGE 22W, P.M.,M. FLATHEAD COUNTY, MONTANA, WHICH ARE FURTHER DESCRIBED AS FOLLOWS:

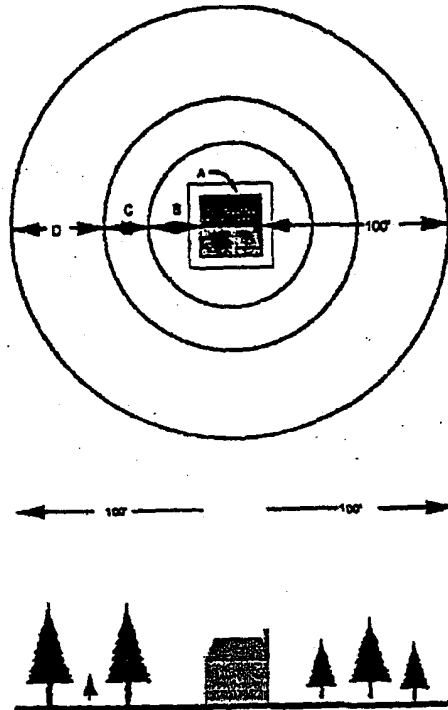
TRACTS 1, 3, 5 AND 10 OF CORRECTION CERTIFICATE OF SURVEY 10121
TRACTS 1 AND 2 OF CERTIFICATE OF SURVEY 17282
TRACTS 1 AND 2 OF CERTIFICATE OF SURVEY 17288
TRACT 2 OF CERTIFICATE OF SURVEY 15137
TRACTS 1 AND 2 OF CERTIFICATE OF SURVEY 17272
TRACTS 1 AND 2 OF CERTIFICATE OF SURVEY 14138
TRACTS 1 AND 2 OF CERTIFICATE OF SURVEY 10995
TRACTS 1 AND 2 OF CERTIFICATE OF SURVEY 11907 (AKA TRACT 9 OF CORRECTION CERTIFICATE OF SURVEY 10121)
TRACTS 1 AND 2 OF CERTIFICATE OF SURVEY 13317
TRACTS 1 AND 2 OF CERTIFICATE OF SURVEY 13318
LOTS 1, 2, 3 AND 4 OF WOLFTAIL SUBDIVISION

ALL ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD WITH THE CLERK & RECORDER OF FLATHEAD COUNTY, MONTANA.



EXHIBIT B

DEFENSIBLE SPACE STANDARDS
VEGETATION REDUCTION GUIDELINES
0% TO 10% SLOPE



A = THE FIRST 3 FEET OF B

Maintain an area of non-combustible material - flowers, plants, concrete, gravel, mineral soil, etc.

B = 10 FEET

Remove all trees and downed woody fuels.

C = 20 FEET

Thin trees to 10 feet between crowns.

Prune limbs of all remaining trees to 15 feet or one-third the total live crown height, whichever is less.

Maintain surface vegetation at 3 inches or less.

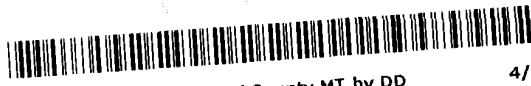
Remove all downed woody fuels.

D = 70 FEET

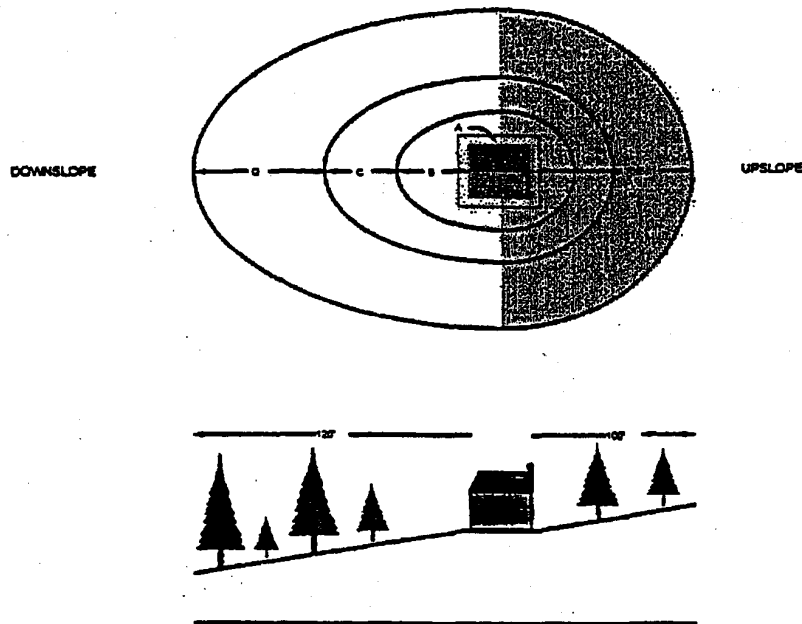
Thin trees to 10 feet between crowns.

Prune limbs of all remaining trees to 15 feet or one-third the total live crown height, whichever is less.

Remove all downed woody fuels more than 3 inches in diameter.



VEGETATION REDUCTION GUIDELINES 10% TO 20% SLOPE



The shaded areas (upslope) of B, C, & D remain a constant distance of 10', 20', and 70' respectively. The shaded area begins from the mid-section of a structure. The unshaded areas (downslope) of B, C, & D increase with slope as detailed below:

A = THE FIRST 3 FEET OF B

Maintain an area of non-combustible material - flowers, plants, concrete, gravel, mineral soil, etc.

B = 15 FEET

Remove all trees and downed woody fuels.

C = 25 FEET

Thin trees to 10 feet between crowns.

Prune limbs of all remaining trees to 15 feet or one-third the total live crown height, whichever is less.

Maintain surface vegetation at 3 inches or less.

Remove all downed woody fuels.

D = 80 FEET

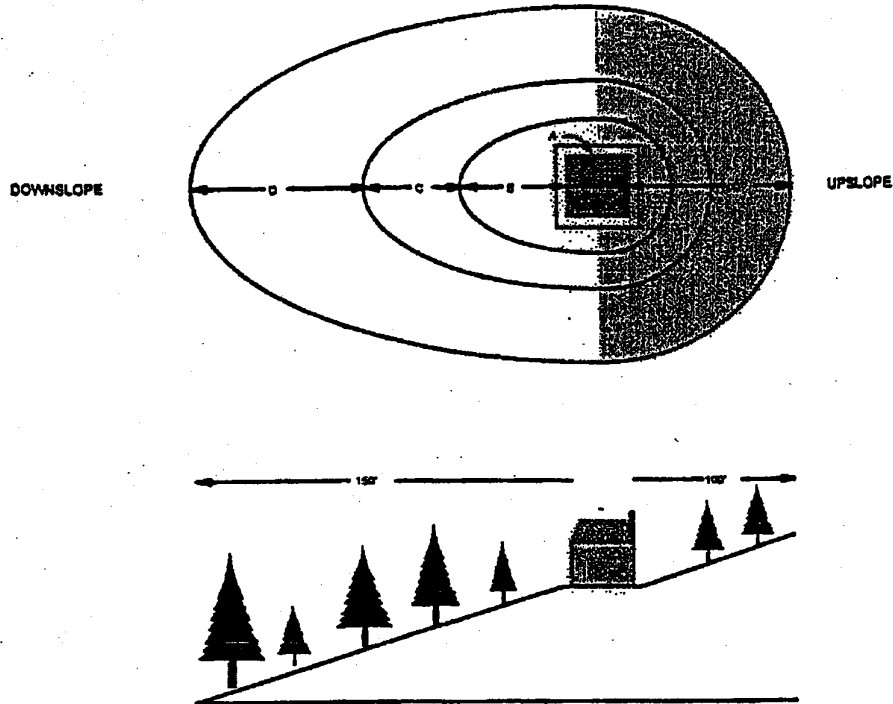
Thin trees to 10 feet between crowns.

Prune limbs of all remaining trees to 15 feet or one-third the total live crown height, whichever is less.

Remove all downed woody fuels more than 3 inches in diameter.



VEGETATION REDUCTION GUIDELINES 20% TO 30% SLOPE



The shaded areas (upslope) of B, C, & D remain a constant distance of 10', 20', and 70' respectively. The shaded area begins from the mid-section of a structure. The unshaded areas (downslope) of B, C, & D increase with slope as detailed below:

A = THE FIRST 3 FEET OF B

Maintain an area of non-combustible material - flowers, plants, concrete, gravel, mineral soil, etc.

B = 20 FEET

Remove all trees and downed woody fuels.

C = 30 FEET

Thin trees to 10 feet between crowns.

Prune limbs of all remaining trees to 15 feet or one-third the total live crown height, whichever is less.

Maintain surface vegetation at 3 inches or less.

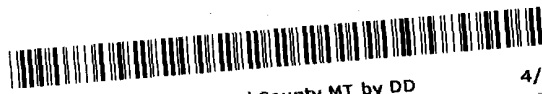
Remove all downed woody fuels.

D = 100 FEET

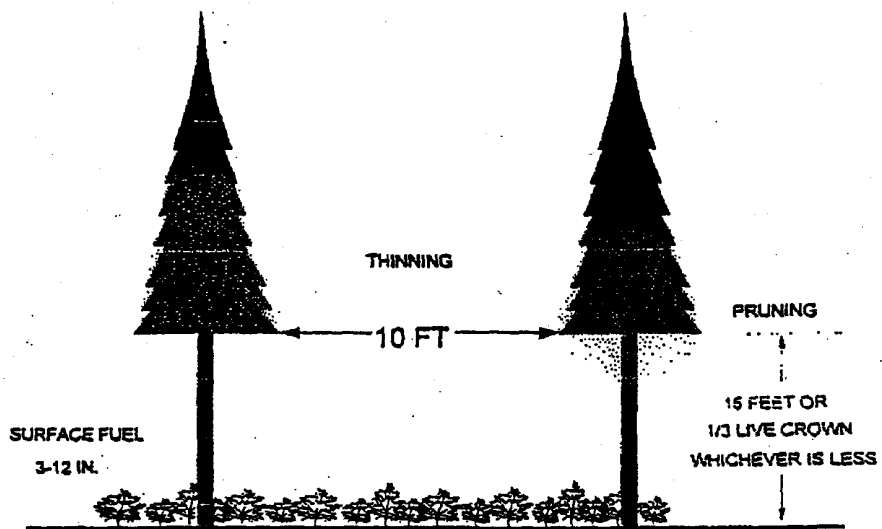
Thin trees to 10 feet between crowns.

Prune limbs of all remaining trees to 15 feet or one-third the total live crown height, whichever is less.

Remove all downed woody fuels more than 3 inches in diameter.



VEGETATION REDUCTION GUIDELINES THINNING AND PRUNING



In areas where vegetation modification is prescribed, use the following guidelines:

- A. **THINNING**
Thin trees to 10 feet between crowns.
- B. **PRUNING**
Prune the limbs of all remaining trees to 15 feet or one-third the total live crown height, whichever is less.
- C. **SURFACE VEGETATION**
Maintain surface vegetation at 3" to 12" as detailed.



The undersigned owners hereby approve and agree to this Second Restated Declaration of Conditions, Covenants, Restrictions and Reservations of WolfTail Pines:

Tract 1 of Certificate of Survey 10121

Owner(s): James Reep Family Inter Vivos Trust

By: [Signature]

Printed Name: Fatima J. Reep, as Trustee of the James Reep Family Inter Vivos Trust

Date 10/24/07

STATE OF California
County of Orange

October This instrument was acknowledged before me on the 25 day of October, 2007, by Fatima J. Reep as Trustee of the James Reep Family Inter Vivos Trust.

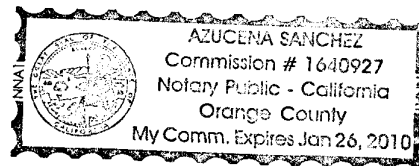
[Signature]
Notary Public for the State of California
Azucena Sanchez

(Seal)

Printed Name of Notary

Residing at: _____

My Commission expires: January 26, 2010



AIM Mail Center #36
11278 Los Alamitos Blvd.
Los Alamitos CA 90720

RW → Debra

Tract 3 of Certificate of Survey 10121

RW → 1. Jim B.
RW → 2. T.H.

Owner(s): Round Meadow Ranch, LLC

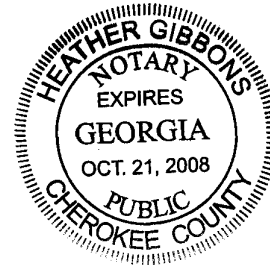
By: [Signature]
Printed Name: Richard Woodruff, Member Date 11/18/2007

STATE OF Georgia
County of Cherokee

This instrument was acknowledged before me on the 18 day of November, 2007, by Richard Woodruff as an authorized Member of Round Meadow Ranch, LLC.

[Signature]
Notary Public for the State of GA
Heather Gibbons
Printed Name of Notary
Residing at: _____
My Commission expires: 10-21-08

(Seal)



Paula Robinson, Flathead County MT by DD

200800009921
Page: 18 of 34
Fees: \$258.00
4/14/2008 12:53 PM

SECOND RESTATED DECLARATION OF CONDCTIONS, COVENANTS,
RESTRICTIONS AND RESERVATIONS OF WOLFTAIL PINES



Paula Robinson, Flathead County MT by DD

Tracts 1 and 2 of Certificate of Survey 17282, Tract 1 of Certificate of Survey 17288, Tract 2 of Certificate of Survey 17288, Tract 2 of Certificate of Survey 15137, Tract 5 of Certificate of Survey 10121, Tract 1 of Certificate of Survey 14138

Owner(s): Bonnie S. Smith, Bentley L. Smith, Jr. (AKA Bentley Smith), Bentley L. Smith, III

By: Bonnie S. Smith 11/27/07
Date

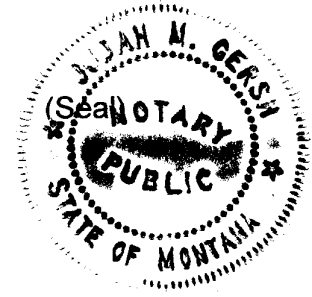
By: Bentley L. Smith, Jr. (AKA Bentley Smith) 11/27/07
Date

By: Bentley L. Smith, III 11/27/07
Date

STATE OF MONTANA
County of Flathead

This instrument was acknowledged before me on the 27th day of November, 2007, by Bonnie S. Smith, Bentley L. Smith, Jr. and Bentley L. Smith, III.

Judith M. Gersh
Notary Public for the State of Montana
Printed Name of Notary
Residing at: Whitefish, MT
My Commission expires: 11/24/2009





Paula Robinson, Flathead County MT by DD

Lot 2 of Wolftail Subdivision

Owner(s): John Daniel Baker, II and Anne Davis Baker

By: John Daniel Baker II 11/19/07
Printed Name: John Daniel Baker, II Date

By: Anne Davis Baker 11/19/07
Printed Name: Anne Davis Baker Date

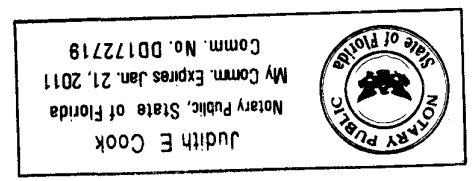
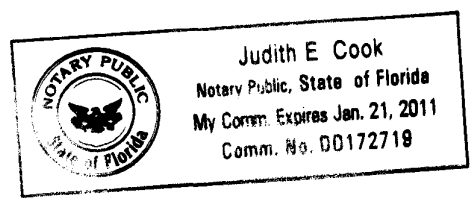
STATE OF Florida
County of Duval

This instrument was acknowledged before me on the 19th day of November, 2007, by John Daniel Baker, II and Anne Davis Baker.

Judith E. Cook
Notary Public for the State of Florida
Judith E. Cook

(Seal)

Printed Name of Notary
Residing at: 189 1/2 S. Roosevelt Blvd. Ponte Vedra FL
My Commission expires: 1/21/11 32082





Paula Robinson, Flathead County MT by DD

Lot 4 of Wolftail Subdivision

Owner(s): Mark P. Colonna and Lisa F. Colonna

By: [Signature] 11/19/07
Printed Name: Mark P. Colonna Date

By: [Signature] 11-19-07
Printed Name: Lisa F. Colonna Date

STATE OF MONTANA
County of Flathead

This instrument was acknowledged before me on the 19th day of November, 2007, by Mark P. Colonna and Lisa F. Colonna.

[Signature]
Notary Public for the State of Montana
[Signature]
Printed Name of Notary
Residing at: Columbia Falls MT
My Commission expires: 10/31/2010



JEANNE M. NERDIG
Notary Public For The
(Seal) State Of Montana
Residing at Columbia Falls, Montana
My Commissions Expires
10-31-2010



Tract 1 of Certificate of Survey 13317

Owner(s): Virginia McDonnell

By: *Virginia McDonnell*
Printed Name: Virginia McDonnell

Nov. 13, 07
Date

STATE OF *New York*
County of *Ontario*

This instrument was acknowledged before me on the *13th* day of *November*, 2007, by Virginia McDonnell.

Marni M. McClellan
Notary Public for the State of _____
New York

Printed Name of Notary *MARNI M McClellan*
Residing at: *31 State St. Pittsford NY 14534*
My Commission expires: *Nov. 1, 2009*

(Seal)

MARNI M. MCCLELLAN
Notary Public, State of New York
Ontario County Reg #01MC6032559
Commission Expires November 1, *2009*



Tract 2 of Certificate of Survey 13317

Owner(s): Brian D. McDonnell

By: *Brian D. McDonnell*
Printed Name: Brian D. McDonnell

11-13-07
Date

STATE OF New York
County of Ontario

This instrument was acknowledged before me on the 13th day of November, 2007, by Brian D. McDonnell.

Marni M. McClellan
Notary Public for the State of New York

Printed Name of Notary MARNI M. MCCLELLAN
Residing at: 31 State St. PITTSFORD NY 14534
My Commission expires: NOV. 1, 2009

(Seal)

MARNI M. MCCLELLAN
Notary Public, State of New York
Ontario County Reg #01MC6032559
Commission Expires November 1, 2009



Tract 2 of Certificate of Survey 17272

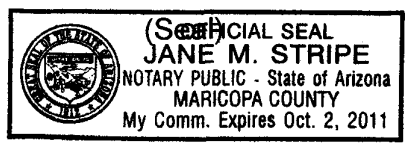
Owner(s): New Hope Partners, LLC

By: [Signature] [Signature] 11-1-07
Printed Name: Malcolm Jozoff, Member Date

STATE OF Arizona
County of Maricopa

This instrument was acknowledged before me on the 1st day of November, 2007, by Malcolm Jozoff and Ellen Jane Jozoff as an authorized Member of New Hope Partners, LLC.

Jane M. Stripe
Notary Public for the State of Arizona
Jane M. Stripe
Printed Name of Notary
Residing at: Phoenix, Arizona
My Commission expires: Oct. 2, 2011





Tract 1 and Tract 2 of Certificate of Survey 11907(AKA Tract 9 of COS 10121)

Owner(s): Peggy G. Hayman and Marc M. Hayman

By: *Peggy G. Hayman* 10/30/2007
Printed Name: Peggy G. Hayman Date

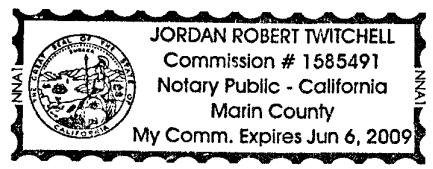
By: *Marc M. Hayman* 10/30/2007
Printed Name: Marc M. Hayman Date

STATE OF California
County of Marin

This instrument was acknowledged before me on the 30th day of October, 2007, by Peggy G. Hayman and Marc M. Hayman.

Jordan Robert Twitchell
Notary Public for the State of California
Jordan Robert Twitchell
Printed Name of Notary
Residing at: Marin County, CA
My Commission expires: June 6, 2009

(Seal)





Tract 10 of Certificate of Survey 10121

Owner(s): Anne H. Fizer Family Trust

By: Don E Fizer 10/29/07
Printed Name: DON E. FIZER, as Trustee of the Date
Anne H. Fizer Family Trust

STATE OF Texas
County of Harris

This instrument was acknowledged before me on the 29th day of October, 2007, by DON E. FIZER as Trustee of the Anne H. Fizer Family Trust.

[Signature]
Notary Public for the State of Tx
JANICE PALMER
Printed Name of Notary
Residing at: HARRIS COUNTY TX
My Commission expires: 4/27/09





Tract 1 of Certificate of Survey 10995

Owner(s): Jimmie Pfannenstiel and Becky Pfannenstiel

By: Jimmie L Pfannenstiel 10-31-07
Printed Name: Jimmie Pfannenstiel Date

By: Becky Pfannenstiel 10-31-07
Printed Name: Becky Pfannenstiel Date

STATE OF Montana
County of FLATHEAD

This instrument was acknowledged before me on the 31st day of October, 2007, by Jimmie Pfannenstiel and Becky Pfannenstiel.

Jennifer Sather
Notary Public for the State of Montana
Jennifer Sather
Printed Name of Notary
Residing at: Kalispell
My Commission expires: July 30, 2011



(Seal) JENNIFER SATHER
NOTARY PUBLIC-MONTANA
Residing at Kalispell, Montana
My Comm. Expires July 30, 2011



Lot 1 of Wolftail Subdivision

Owner(s): John T. Blakely and Pamela W. Blakely

By: [Signature] 12/10/07
Printed Name: John T. Blakely Date

By: [Signature] 12/10/07
Printed Name: Pamela W. Blakely Date

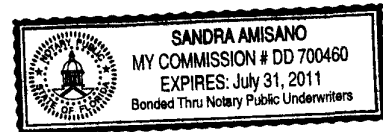
STATE OF Florida
County of Collier

This instrument was acknowledged before me on the 10th day of December, 2007, by John T. Blakely and Pamela W. Blakely.

Notary Public for the State of Florida
Sandra Amisano
Printed Name of Notary
Residing at: Naples, FL 34112
My Commission expires: 7/31/2011

(Seal)

[Signature]





Paula Robinson, Flathead County MT by DD

Lot 3 of Wolftail Subdivision

Owner(s): Michael D. Nowlin

Michael D. Nowlin

By: MICHAEL D. NOWLIN

10-30-07

Printed Name: Michael D. Nowlin

Date

STATE OF Montana
County of Flathead

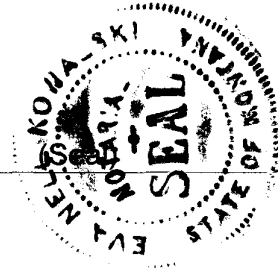
This instrument was acknowledged before me on the 30th day of October, 2007, by Michael D. Nowlin.

Eva Nell Kowalski
Notary Public for the State of Montana
Eva Nell Kowalski

Printed Name of Notary

Residing at: Whitefish

My Commission expires: September 17, 2010





Tract 2 of Certificate of Survey 10995

Owner(s): Donald H. Farris

By: [Signature]
Donald H. Farris

10/26/07
Date

STATE OF MONTANA
County of Flathead

This instrument was acknowledged before me on the 26th day of October, 2007, by Donald H. Farris.

Terry M. Hensley Terry M. Hensley
Notary Public for the State of Montana
Terry M. Hensley
Printed Name of Notary
Residing at: Columbia Falls
My Commission expires: 1/10/2010





Paula Robinson, Flathead County MT by DD

Tract 2 of Certificate of Survey 14138

Owner(s): Paula H. Mercer and Jonathan F. Mercer

By: Paula H. Mercer 11/9/07
Paula H. Mercer Date

By: See other page
Jonathan F. Mercer Date

STATE OF MONTANA
County of Flathead

This instrument was acknowledged before me on the 9 day of November, 2007, by Paula H. Mercer and Jonathan F. Mercer.
ACS.

Ann C. Smith
Notary Public for the State of Montana
Ann C. Smith
Printed Name of Notary
Residing at: Whitefish
My Commission expires: 07-01-2011





Tract 2 of Certificate of Survey 14138

Owner(s): Paula H. Mercer and Jonathan F. Mercer

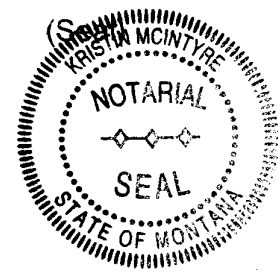
By: See Other Page
Paula H. Mercer _____ Date _____

By: [Signature]
Jonathan F. Mercer _____ Date 3/27/2008

STATE OF MONTANA
County of Flathead

This instrument was acknowledged before me on the 27 day of March, 2008, by Paula H. Mercer and Jonathan F. Mercer.

[Signature]
Kristin McIntyre
Notary Public for the State of Montana
KRISTIN MCINTYRE
Printed Name of Notary
Residing at: Dayton MT
My Commission expires: 06/02/2010





Tract 1 of Certificate of Survey 17272

Owner(s): David J. Wopat

By: David J. Wopat 12-19-2007
Printed Name: David J. Wopat Date

STATE OF Maryland
County of Baltimore

This instrument was acknowledged before me on the 19 day of December, 2007, by David J. Wopat.

Jeanne E. Reynolds
Notary Public for the State of Maryland
Jeanne E. Reynolds

Printed Name of Notary
Residing at: 211 M. Carmel Road Parkton MD 21120
My Commission expires: 1 July 2010



JEANNE E. REYNOLDS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires 1 July 2010



Paula Robinson, Flathead County MT by DD

Tract 1 and Tract 2 of Certificate of Survey 13318

Owner(s): Richard E. Williams

By

[Handwritten Signature]

11/13/07
Date

Printed Name: Richard E. Williams

STATE OF NY
County of MONROE

This instrument was acknowledged before me on the 13 day of NOVEMBER, 2007, by Richard E. Williams.

[Handwritten Signature]
Notary Public for the State of New York
B. ROBERT ROSENBERG

(Seal)

Printed Name of Notary
Residing at: MONROE COUNTY
My Commission expires: APRIL 30, 2011