

200431314080

S

Second Addendum to Second Restated Declaration of Covenants, Conditions and Restrictions

Assr No. [0001896] [0001903] [0002026] [0002395] [0002727] [0003630] [0003697] [0003768] [0003769] [0003770] [0004202] [0004369] [0004591] [0004975] [0005456]

WHEREAS the Second Restated Declaration of Covenants, Conditions and Restrictions was recorded on December 12, 2003 under recording number 200334614150 in the office of the Clerk & Recorder of Flathead County, which affects the real property described as follows:

W1/2NW1/4, NE1/4NW1/4, NE1/4, N1/2SE1/4 and SE1/4SE1/4, Section 32, Township 31North, Range 22West and S1/2SE1/4 of Section 29, Township 31North, Range 22W, P.M.M., Flathead County, Montana, Tracts 1 and 2 of COS 12131 in Section 33, Township 31North, Range 22West, Elkhorn Subdivision Phase 1. and Antler Ridge Subdivision, according to the map or plat thereof on file and of record with the Clerk and Recorder of Flathead County, Montana; and

Assr No. [0971980] [0972212] [0972377] [0972379] [0972972] [0973209] [0974613] [0976982] [0977726] [0978507] [0978508] [0979220] [0979701] [0979708] [0982895]

WHEREAS John E. O'Donnell signed the Second Restated Declaration of Covenants, Conditions and Restrictions, but failed to indicate that he was signing in his capacity as the Trustee of the John E. O'Donnell Trust, which was his intention as he was Trustee at that time and remains the Trustee as of the signing of this document.

Assr No. [0006566] [0006753] [0007024] [0007029] [0007030] [0007031] [0007032] [0008065] [0309179] [0967807] [0968717] [0968718] [0971053] [0971054] [0971055]

THEREFORE, for purposes of clarification, John E. O'Donnell hereby states that his signature on the Second Restated Declaration of Covenants, Conditions and Restrictions was as Trustee of the John E. O'Donnell Trust.

JOHN E. O'DONNELL TRUST, OWNER OF TRACTS 3CA & 3D IN S29, T31N, R22W

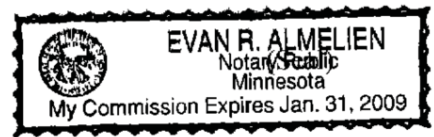
Assr No. [0971056] [0971057] [0971058] [0971060] [0971061] [0971114] [0971532] [0971533] [0971673] [0971675] [0971676] [0971678] [0971679] [0971926] [0971927]

By: John E. O'Donnell, Trustee Date: Oct 29, 2004
John E. O'Donnell, Trustee

STATE OF Minnesota
County of Hennepin

This instrument was acknowledged before me on the 29th day of October, 2004, by John E. O'Donnell.

Walter A. ...
Notary Public for the
Residing at: 2220 Commerce Blvd Mend MN 55364
My Commission expires: Jan 31, 2009
DATED this 29th day of October, 2004



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Second Addendum to Second Restated Declaration of Covenants, Conditions and Restrictions
Page 1 of 1
Judah Gersh
121 Wisconsin Ave
Whitefish MT
59937

STATE OF MONTANA COUNTY OF FLATHEAD) ss
RECORDED IN THE RECORDS OF FLATHEAD COUNTY, STATE OF MONTANA, COPY
AT THE REQUEST OF Judah Gersh ON
Nov 8 2004 @ 2:08 CLOCK & 6 00 PAID
PAULA ROBINSON, CLERK AND RECORDER BY
Monica R. ... DEPUTY
RETURN
DOCUMENT# 200431314080



Second Restated Declaration of Covenants, Conditions and Restrictions

THIS SECOND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is prepared and filed for the purpose of replacing the Restated Declaration of Covenants, Conditions and Restrictions (hereinafter the "Restated Declaration") recorded under recording number 9623611550 in the office of the Clerk and Recorder of Flathead County, Montana. From the date of the recording of this document this Second Restated Declaration of Covenants, Conditions and Restrictions shall completely replace and cancel the previous Restated Declaration.

WITNESSETH:

WHEREAS the owners of at least two-thirds of the Lots subject to the Restated Declaration desire to amend that Restated Declaration pursuant to Article VIII therein, and the signatures of those Lot owners are contained herein. The real property subject to this Second Restated Declaration is described as follows, to wit:

W1/2NW1/4, NE1/4NW1/4, NE1/4, N1/2SE1/4 and SE1/4SE1/4, Section 32, Township 31North, Range 22West and S1/2SE1/4 of Section 29, Township 31North, Range 22W, P.M.M., Flathead County, Montana. Tracts 1 and 2 of COS 12131 in Section 33, Township 31North, Range 22West, Elkhorn Subdivision Phase 1, and Antler Ridge Subdivision, according to the map or plat thereof on file and of record with the Clerk and Recorder of Flathead County, Montana.

The owners of the real property described above desire to subject the said real property to the covenants, conditions and restrictions set forth herein by amending the Restated Declaration pursuant to the procedure set forth at Article VIII therein. The covenants, conditions and restrictions set forth herein are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof:

Now, therefore, it is hereby declared that all of the properties described above shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants, conditions and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

Article I: Definitions

Section 1. "Association" shall mean and refer to Elkhorn Homeowners Association, which was previously created to administer the properties subject to this Restated Declaration, and shall continue to administer said properties.

Section 2. "Properties" shall mean and refer to that certain property described above.

Section 3. "Lot" shall mean and refer to any Lots or tracts within the above-described property.

Section 4. "Dwelling Unit" shall mean and refer to any building or portion thereof providing complete independent and permanent living facilities for one family.

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Assr No.	Assr No.	Assr No.
[0309179]	[0971533]	[0976982]
[0250500]	[0971673]	[0977726]
[0967807]	[0971675]	[0978507]
[0968717]	[0971676]	[0979220]
[0968718]	[0971678]	[0979701]
[0971053]	[0971679]	[0979708]
[0971054]	[0971926]	[0982895]
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[0971056]	[0971980]	
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[0971058]	[0972377]	
[0971060]	[0972379]	
[0971061]	[0972972]	
[0971114]	[0973209]	
[0971532]	[0974613]	

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot or tract which is a part of the properties, including buyers under a contract for deed, but excluding those having such interest merely as security for the performance of an obligation. In the event an Owner is a corporation or other entity other than a natural person, the Owner shall designate one (1) natural person in each calendar year, who, together with his or her family, shall be the sole occupant of the Lot and any Dwelling Unit constructed on the Lot during that calendar year.

Section 6. "Family" shall mean and refer to a natural person and his or her spouse, children, grandchildren, brothers, sisters, parents, or significant other.

Article II: Membership

Every person or entity who is a record owner of any Lot, including buyers under a contract for deed shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation.

Membership shall be appurtenant to and may not be separated from ownership of the Lot. Ownership of such Lot shall be the sole qualification for membership.

Article III: Voting

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

Article IV: Assessments

Section 1. Creation of Personal and Lien Obligations.

The owner of any Lot or tract by acceptance of a deed or contract for purchase of any Lot within the properties, whether or not it shall be so expressed in said deed or contract, is deemed to covenant and agree to be a member of and subject to the assessments and duly enacted By-Laws and other rules of the Association. All assessments, together with interest (at a rate not to exceed the highest rate allowed by Montana law) as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made, and the Association may file and/or record a lien against any Lot(s) for which there is a delinquency for amounts owed for assessment(s) against any Lot(s) or owed by the owner(s) of any Lot(s). Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment arose, and his or her successors in interest shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

Section 2. Purpose of Assessments.

The assessments levied by the association shall be used exclusively for the benefit of the Association, for purposes including but not limited to the following:

- a. Road maintenance and improvement, including snowplowing, erosion control, grading, graveling, maintenance of storm drainage and culverts, and general repair and upkeep.
- b. Underground utilities maintenance as required; except that individual Lot owners shall be responsible for maintenance of underground utilities installed by them.
- c. Filling and maintenance of tanker recharge facilities.
- d. Incidental expenses incurred by the Association such as: water samples, electrical bills, legal fees, stationary, stamps, mailing costs, etc.
- e. Community water system maintenance and assessments, should one be installed at a later date.

Section 3. Uniform Rate of Assessments.

Both annual and special assessments for all Lots may be collected on an annual basis. Both annual and special assessments must be a fixed uniform rate for each Lot regardless of size. Each Lot shall be assessed an equal, pro-rata share of any assessment. However, disproportionate use of a utility may result in raising the assessment for an individual Lot owner.

Section 4. Assessments.

Assessments shall be annual or special. Both the annual and the special (if any) assessments shall be fixed periodically by the Board of Directors of the Association. Payment of all assessments shall be in periodic installments at such intervals as established by the Directors of the Association in keeping with the By-Laws thereof.

Section 5. Commencement of Assessments.

The Board of Directors shall fix the amount of each "annual" or "special" assessment against each Lot at least thirty (30) days in advance of each "annual" or "special" assessment period. Written notice of the assessments shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association may issue certificates setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Nonpayment of Assessment.

Any assessments or installment payments on assessments, which are not paid when due shall be delinquent. If not paid within thirty (30) days after the due date, the amount shall bear interest from the date of delinquency at the rate of TWELVE (12%) percent, per annum. The Association may bring an action at law to recover delinquent assessments, accrued interest, costs and expenses in connection with bringing a legal suit, including reasonable attorney fees, and may bring equitable actions to foreclose assessment liens against Lots.

Article V: Protective Covenants

The following Protective Covenants are designed to provide a uniform plan for the development of the herein above described property and to insure the best use and the most appropriate development and improvement of said property; to protect the owners of the property against such improper use of the property as will depreciate its value; to preserve, so far as is practical, the natural beauty of said property; to guard against the erection thereon of structures built of improper or unsuitable material; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon; to secure and maintain property setbacks from roads and adequate free space between structures, and, in general to encourage the development of said property for country residential living and thereby to enhance the value of parcels of land and improvements made thereon by purchasers of said land.

Section 1. Architectural Control Committee.

The "Architectural Control Committee" shall consist of the Board of Directors of the Association, or a special "Architectural Control Committee" of at least three (3) or more persons appointed by the Board, all of who must be members of the Association.

Section 2. Architectural Control.

All owners intending to construct a dwelling or build any type structure whatever upon any Lot shall first submit their plans and specifications, in writing, to the Architectural Control Committee. No dwelling house or other structure, including but not limited to a fence or gate, shall be erected, placed, or altered on any Lot until the construction plans and specifications along with the proposed site thereof have been approved in writing by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and location of the structure with respect to topography and finish grade elevation.

Section 3. Approval by Committee.

Approval or disapproval by the Architectural Control Committee must be in writing. In the event the Committee fails to act within thirty (30) days after the proposed plans and specifications of any structure have been submitted, in writing, or 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 pertinent provisions of this Declaration shall be deemed to have been fully complied with.

Section 4. Land Use.

A Lot shall only be used for a single family dwelling, and no business, trade, or manufacture shall be conducted thereon, except for occupations of a professional nature that do not increase traffic, noise or create a public nuisance.

Section 5. Subdivision of Property.

No Lot may be further divided or subdivided after August 1, 2003, or any fractional portion thereof sold or conveyed so as to be held in divided ownership. However, this shall not prohibit property line adjustments between adjacent Lots.

Section 6. Leasing of Dwelling Units and Lots.

(a) Definition. "Leasing" or "Renting" for purposes of this Declaration, is defined as regular, exclusive occupancy of a Dwelling Unit or Lot by any person or persons other than the Owner for which the Owner receives any value, consideration or benefit, including but not limited to a fee, service, gratuity, emolument, or consideration of any kind.

(b) Dwelling Units and Lots may be rented only in their entirety and to one family only; no fraction or portion thereof may be rented. There shall be no subleasing of Dwelling Units or Lots or assignment of leases unless prior written approval is obtained from the Board of Directors of the Association. No transient tenants may be accommodated in a Dwelling Unit. All leases shall be in writing. No Dwelling Unit or Lot may be subject to more than two (2) leases in any consecutive twelve (12) month period, regardless of the lease term.

Section 7. Building Type.

(a) No residential building shall be erected, altered, placed or permitted to remain on any single family Lot other than one (1) detached single family dwelling, one (1) guest house, and a private garage. Additional buildings on any Lot, such as a horse barn, studio, etc., may be permitted as proper and necessary for the care and maintenance of livestock, pets and vehicles.

(b) All structures shall be constructed of new materials in place on the Lot. However, suitable used materials such as used brick or beams may be utilized provided that advance approval has been obtained from the Architectural Control Committee as herein provided. No structures may be moved onto or relocated on property.

(c) All primary structures shall have permanent foundations.

(d) No house trailer, modular home, mobile home or tent, or any other prefabricated structure designed to be hauled or moved on wheels, shall be used for residential purposes.

(e) No structure shall have an exterior surface of tarpaper, vinyl siding, metal or cinder block, except that asbestos shingles and colored metal may be used as roofing materials. The color of all structure must blend with the natural environment.

(f) Chimney design and construction for each dwelling shall be such that it provides for and contains a spark arresting device.

(g) The exterior of a construction must be completed within eighteen (18) months after commencement thereof. The exterior of a dwelling must be completed before occupancy will be permitted.

(h) All house numbers will be visible from the road either at the driveway entrance or on the house.

(i) No renovations, remodeling, or alterations in the exterior, roofing, or configuration of an existing structure shall be commenced until plans for such changes have been approved in writing by the Architectural Control Committee.

Section 8. Building Size of Single Family Dwellings.

The ground floor area of the main structure, exclusive of open porches, basements and garages, shall be not less than 1200 square feet of finished living area. Single-Family dwellings, which were built in conformance with the Declaration of Covenants, Conditions and Restrictions recorded in Book 716, page 305, in the office of the Clerk and Recorder of Flathead County, Montana, will not be in violation of Section 8 of these Second Restated Covenants, Conditions and Restrictions.

Section 9. Setback Lines.

No building shall be located on any Lot closer than 25 feet to the front street line, closer than 25 feet to the side Lot lines, or closer than 25 feet to the rear Lot line. Where other than a Lot as dedicated is utilized as a single building site, the side Lot lines shall refer only to Lot lines bordering the adjoining property owners. Notwithstanding anything to the contrary, the Architectural Control Committee shall have the right to permit reasonable modifications of the setback requirements when in its discretion such action is considered in the interests of the owners of the properties.

Section 10. Fences.

Fences (including gates) will be permitted to provide privacy or safety for a play area, patio, or pool. No fence shall exceed 6 feet in height. No fence or gate of any kind, whether for privacy, safety or boundary purposes, shall be constructed on a Lot until after the height, type, design and approximate location thereof shall first have been approved by the Architectural Control Committee in writing. All fences and gates are to be of natural material and no chain link, metal or barbwire materials will be permitted, except for ornamental metal gates that have been approved by the Architectural Control Committee in writing. However, security gates can be utilized only during a period of construction of a residence and may be excepted during the period of construction for a period not to exceed 1 year, if first approved by the Architectural Control Committee. Vinyl-coated wire fences may be permitted, if first approved by the Architectural Control Committee in writing, for child protection or dog run areas, so long as said fences are not visible from roadways or neighboring residences. Gates that are not visible from the road or other Lots may be permitted to be constructed of any materials except barbwire.

Section 11. Trees.

The Architectural Control Committee must approve the cutting down of trees greater than four (4) inches in diameter, with the exception of clearing for a building site or driveway, improving timber growth, enhancing building site views, and to control fire danger.

Section 12. 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 Flathead County Sanitarians Office.

Section 13. Garbage.

All garbage cans used in connection with any dwelling erected upon the above-described premises shall either be sunk in the ground to ground line, placed in an enclosure completely screened from view, or if the dwelling has a garage rather than a carport, the garbage may be kept in the garage. No garbage cans shall be maintained which are not of a suitable type and which do not have a cover sufficient to prevent the escape of any noxious odors from such cans. Proper prevention must be taken to keep bears and other wild animals from feeding from garbage cans. Each Lot owner shall be responsible for trash and garbage removal from the owned Lot.

Section 14. Refuse.

No part of the property shall be used or maintained as dumping ground for rubbish, trash, garbage, unused automobiles or other wastes of an unsightly nature. No hazardous waste of any kind shall be dumped or stored on any Lot.

Section 15. Vehicles.

No mobile homes, trucks exceeding 2 1/2 tons in capacity, trailers, or unsightly vehicles shall at any time be parked or allowed to remain on any of said Lots or along roadways. Camper trailers, RV's, pickup trucks carrying campers, campers for pickup trucks not in use, boats and boat trailers and motor homes will be permitted only if stored in a garage or stored so as not to be an eyesore.

Section 16. Wildlife.

It is the intention of the Declarants to protect and encourage the abundant wildlife that exist in the area and to encourage co-existence of man and animals, to that end no hunting will be allowed on any of the property.

Section 17. Nuisances.

No noxious or offensive activity shall be carried on or permitted upon any of the properties, 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. Outdoor barbecues are not considered nuisances under this section.

Section 18. Pets, Animals, and Livestock.

Dogs, cats or other household pets are permitted, provided that they are not kept, bred or maintained for any commercial purpose. All dogs must be leashed or fenced in or under voice control, and not allowed to create a disturbance or threat to livestock and wildlife in the area.

All grazing animals will be permitted, provided that the land is grazed upon the accepted range management standards for control of erosion and protection of vegetation. All livestock shall be kept in fenced areas upon each owner's property. The construction and maintenance of such fences shall be each owner's responsibility and must comply with the covenants set out in section 9 of this document. No poultry shall be raised for commercial purposes. Feed Lots and swine farms are expressly prohibited.

Section 19. Utilities.

Easements will be granted to all tract owners for utilities along roadway easements. The owner of each Lot shall pay all utility connecting costs from his/her individual Lot line.

Section 20. Water System.

Each Lot owner shall provide his own water source or shall privately arrange for joint use of another Lot owner's water source; however, such joint use shall require approval from the Montana Department of Health and Environmental Sciences prior to construction. In the event the Association decides to provide a community water system in accordance with the rules and regulations of Montana Department of Health and Environmental Sciences, a separate well agreement will be drawn up for those individual who are on the community water system.

Section 21. Roads.

Lot owners are collectively responsible for maintenance of roads and individually for the access roads on their own Lots. Such access roads shall be maintained in a graded and drivable condition with surfaces graveled as a minimum. Proper storm drainage along side such private access roads is required, and installation and maintenance of proper culverts at the entrances to private access roads is required.

Section 22. Homeowners Association.

The Elkhorn Homeowners Association Inc. has been formed to provide for the maintenance, repair and construction of facilities common to all Lot owners including, but not limited to roads, electrical and telephone service, tanker recharge facilities and storm drainage facilities. It is required that all Lot owners be members of the Elkhorn Homeowners Association Inc.

Section 23. Single Family Nature of Community.

Elkhorn is designed and intended to be a community of single-family residences and, to that end, no Dwelling Unit or Lot shall be occupied by anyone other than the Owner and the Owner's family and guests, the designated Occupant pursuant to the provisions of Article I, Section 5 above and his or her family and guests, or a lessee and his or her family pursuant to the provisions of Article V, Section 6 above.

Article VI: Enforcement**Section 1. Interested Parties.**

The Association or any owner shall have the option and right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of the Declaration. The method of enforcement may include proceedings to foreclose assessment liens, proceedings to enjoin violations, proceedings to recover damages, or any combination of proceedings. Failure by the Association or by any owner to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys fees.

Section 2. Severability.

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

Article VII: Term

The provisions of this Declaration shall be binding for a term of twenty (20) years from the date of this Declaration, after which time the Declaration shall be automatically extended for successive periods of ten (10) years unless amended pursuant to Article VIII herein.

Article VIII: Amendment

This Declaration may be amended by a two-thirds (2/3) vote of the membership and by recording an instrument signed by the President of the Association certifying that the owners of two-thirds (2/3) of the Lots have voted in favor of such amendment, and with the approval of the Board of County Commissioners.

Article IX: Counterparts

This Declaration may be executed in any number of counterparts, each of which, when executed & delivered, shall be an original, but all such counterparts shall constitute one & the same instrument.

I, William P. Ryken, President of the Elkhorn Homeowners Association, hereby certify that two-thirds (2/3) of the lot owners have signed this document to approve the amendment of the Restated Declaration of Covenants, Conditions and Restrictions recorded under recording number 9623611550, which is to be replaced by this Second Restated Declaration of Covenants, Conditions and Restrictions.

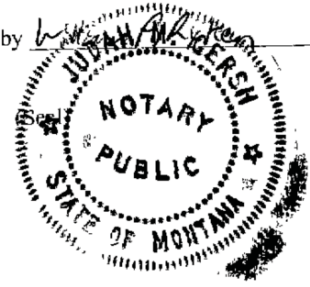
Dated this 5 day of December, 2003

By: [Signature]
President, Elkhorn Homeowners Association

STATE OF MONTANA
County of Flathead

This instrument was acknowledged before me on the 5th day of December, 2003, by [Signature]

[Signature]
Notary Public for the State of Montana
Residing at: [Signature]
My Commission expires: 11/24/05



The undersigned hereby approve and agree to the Second Restated Declaration of Covenants, Conditions and Restrictions to replace the Restated Declaration of Covenants, Conditions and Restrictions recorded under recording number 9623611550 in the office of the Clerk and Recorder of Flathead County, Montana:

Helen S. Hinderaman Helen S. Hinderaman 830 Elk Ridge Rd 8-1-03
Signature and printed name Address of subject property owned Date

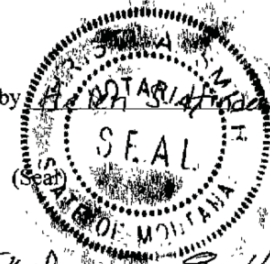
STATE OF MONTANA
County of Flathead

This instrument was acknowledged before me on the 1st day of August, 2003, by Helen S. Hinderaman

Christa C. Smith
Notary Public for the State of Montana

Residing at: Whitefish, MT

My Commission expires: 10-18-2005



Eddie Monday Eddie Monday 123 TRAILS END 8-4-03
Signature and printed name Address of subject property owned Date

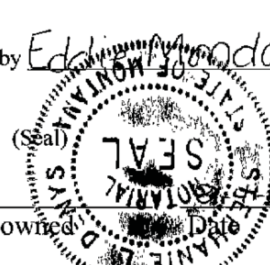
STATE OF MONTANA
County of Flathead

This instrument was acknowledged before me on the 4th day of August, 2003, by Eddie Monday

Stephanie Denny
Notary Public for the State of Montana

Residing at: Whitefish, MT

My Commission expires: 5/13/07



Stephanie Monday STEPHANIE MONDAY 123 TRAILS END 8-4-03
Signature and printed name Address of subject property owned Date

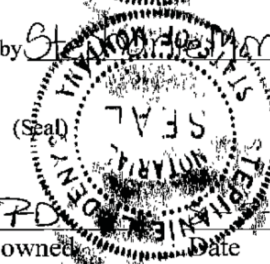
STATE OF MONTANA
County of Flathead

This instrument was acknowledged before me on the 4th day of August, 2003, by Stephanie Monday

Stephanie Denny
Notary Public for the State of Montana

Residing at: Whitefish, MT

My Commission expires: 5/13/07



G. Josh Joseph G. JOSH JOSEPH 845 ELK RIDGE RD 2003
Signature and printed name Address of subject property owned Date

STATE OF MONTANA
County of Flathead

This instrument was acknowledged before me on the 5 day of August, 2003, by G. JOSH JOSEPH

Stephanie Denny
Notary Public for the State of Montana

Residing at: Whitefish, MT

My Commission expires: 5/13/07

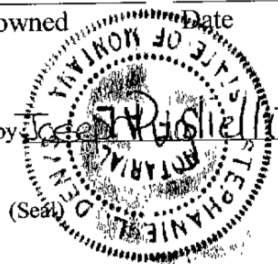


[Signature] Joseph Pizzelli 180 Antler Ridge 8-5-03
Signature and printed name Address of subject property owned Date

STATE OF MONTANA
County of Flathead

This instrument was acknowledged before me on the 5th day of August, 2003, by Joseph Pizzelli

Stephanie Demps
Notary Public for the State of Montana
Residing at: Whitefish, MT
My Commission expires: 5/13/07

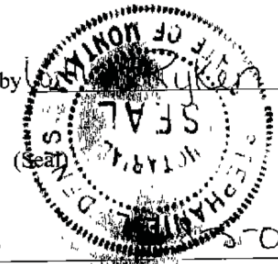


[Signature] William & Myka TTE 840 Elk Ridge Rd 8-5-03
Signature and printed name Address of subject property owned Date

STATE OF MONTANA
County of Flathead

This instrument was acknowledged before me on the 5th day of August, 2003, by William & Myka TTE

Stephanie Demps
Notary Public for the State of Montana
Residing at: Whitefish, MT
My Commission expires: 5/13/07

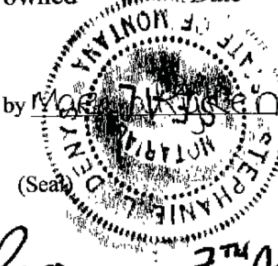


[Signature] Marcin Kysen TTE 840 Elk Ridge 8-5-03
Signature and printed name Address of subject property owned Date

STATE OF MONTANA
County of Flathead

This instrument was acknowledged before me on the 5th day of August, 2003, by Marcin Kysen

Stephanie Demps
Notary Public for the State of Montana
Residing at: Whitefish, MT
My Commission expires: 5/13/07

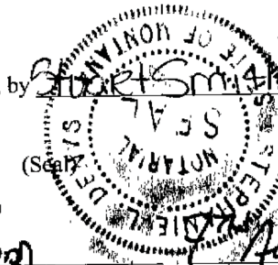


[Signature] RESIDENT - ABFIELD + CO. LTD 815 ELK RIDGE ROAD 7th Aug 03
Signature and printed name Address of subject property owned Date

STATE OF MONTANA
County of Flathead

This instrument was acknowledged before me on the 7th day of August, 2003, by Stuart Smith

Stephanie Demps
Notary Public for the State of Montana
Residing at: Whitefish, MT
My Commission expires: 5/13/07



[Signature] RESIDENT - Trakolukho 695 B+C ELK RIDGE ROAD 7th Aug 03
Signature and printed name Address of subject property owned Date

STATE OF MONTANA
County of Flathead

This instrument was acknowledged before me on the 7th day of August, 2003, by Stuart Smith

Stephanie Demps
Notary Public for the State of Montana
Residing at: Whitefish, MT
My Commission expires: 5/13/07

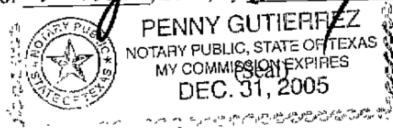


Phil Packer
Signature and printed name

590 Antler Ridge 8/12/03
Address of subject property owned Date

STATE OF TEXAS
County of HARRIS
This instrument was acknowledged before me on the 12th day of Aug, 2003, by Penny A Gutierrez

Notary Public for the State of TX
Residing at: _____
My Commission expires: 12-31-05

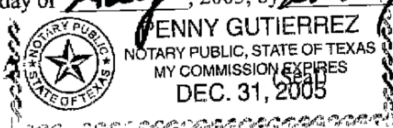


Phil Packer Sverpaker
Signature and printed name

590 Antler Ridge 8/12/03
Address of subject property owned Date

STATE OF TEXAS
County of HARRIS
This instrument was acknowledged before me on the 12th day of Aug, 2003, by Penny A Gutierrez

Notary Public for the State of TX
Residing at: _____
My Commission expires: 12-31-05



Michael Jones
Signature and printed name

311 Antler Ridge 9/2/03
Address of subject property owned Date

STATE OF Montana
County of Flathead
This instrument was acknowledged before me on the 2nd day of Sept, 2003, by Stephane Demie

Notary Public for the State of MT
Residing at: Whitefish, MT
My Commission expires: 5/13/07

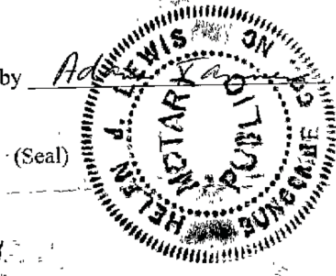


Adam Tanner
Signature and printed name

High meadow loop 8/20/03
Address of subject property owned Date

STATE OF N.C.
County of Burke
This instrument was acknowledged before me on the 20 day of Aug, 2003, by Adam Tanner

Notary Public for the State of NC
Residing at: Blade Mt Nc
My Commission expires: 2/25/03



2

Babara Baker 800 ELK RIDGE
Signature and printed name Address of subject property owned Date 8/7/03
280 ANTLER RIDGE

STATE OF MONTANA
County of Flathead

This instrument was acknowledged before me on the 7th day of August, 2003, by Babara Baker

Stephanie Demp
Notary Public for the State of Montana
Residing at: Whitefish, MT
My Commission expires: 5/13/07

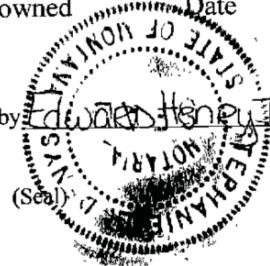


Henry III Edwards 215 ANTLER RIDGE
Signature and printed name Address of subject property owned Date AUG 7, 2003
600 ELK RIDGE RD

STATE OF MONTANA
County of Flathead

This instrument was acknowledged before me on the 7th day of August, 2003, by Henry III Edwards

Stephanie Demp
Notary Public for the State of Montana
Residing at: Whitefish, MT
My Commission expires: 5/13/07

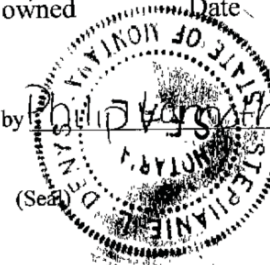


Philip J. Lamothe Philip J. Lamothe 10 Antler Loop
Signature and printed name Address of subject property owned Date 8-8-03

STATE OF MONTANA
County of Flathead

This instrument was acknowledged before me on the 8th day of August, 2003, by Philip J. Lamothe

Stephanie Demp
Notary Public for the State of Montana
Residing at: Whitefish, MT
My Commission expires: 5/13/07



Kim Lamothe Kim Lamothe 10 Antler Loop
Signature and printed name Address of subject property owned Date 8-8-03

STATE OF MONTANA
County of Flathead

This instrument was acknowledged before me on the 8th day of August, 2003, by Kim Lamothe

Stephanie Demp
Notary Public for the State of Montana
Residing at: Whitefish, MT
My Commission expires: 5/13/07



Sherry L. O'Connell
Signature and printed name Lot # 3A-3CB-3B-3F 10-22-03
Address of subject property owned Date

STATE OF MN
County of Hennepin

This instrument was acknowledged before me on the 2nd day of Oct., 2003, by Joan M. Cahill

Notary Public for the State of MN
Residing at: Robbinsdale
My Commission expires: 11/3/07



200334614150

Susan Swan Nicholl Susan Swan Nicholl 7 High Meadow Loop 9/9-03
Signature and printed name Address of subject property owned Date

STATE OF New York
County of Monroe
This instrument was acknowledged before me on the 9th day of September, 2003, by Susan S. Nicholl.

Notary Public for the State of New York
Residing at: HSBC Bank - Pittsford, NY
My Commission expires: 8-3-06

SUSAN R. LOISELLE (Seal)
No. 01LO6011184
Notary Public, State of New York
Qualified in Monroe County
My Commission Expires 08/03/2006

John Nicholl John Nicholl 7 High Meadow Loop 9/9/03
Signature and printed name Address of subject property owned Date

STATE OF New York
County of Monroe
This instrument was acknowledged before me on the 9th day of September, 2003, by John H. Nicholl.

Notary Public for the State of New York
Residing at: HSBC Bank - Pittsford, NY
My Commission expires: 8-3-06

SUSAN R. LOISELLE (Seal)
No. 01LO6011184
Notary Public, State of New York
Qualified in Monroe County
My Commission Expires 08/03/2006

Robert Patterson Sharon Patterson SHARON PATTERSON 0711053
ROBERT PATTERSON 292 Antler Ridge Rd 8-7-03
Signature and printed name Address of subject property owned Date

STATE OF Missouri
County of Jackson
This instrument was acknowledged before me on the 7th day of August, 2003, by Laura L. Allison.

Laura L. Allison
Notary Public for the State of MO
Residing at: Kansas City, MO
My Commission expires: 3/14/06



Alicia O'Donnell Alicia O'Donnell 550 Antler Ridge Rd Aug 2003
Signature and printed name Address of subject property owned Date

STATE OF Minnesota
County of Hennepin
This instrument was acknowledged before me on the 20 day of Aug, 2003, by Alicia O'Donnell.

Notary Public for the State of Minnesota
Residing at: Maple Grove, MN
My Commission expires: 1/31/2005

Sue E. Muecke



P.14

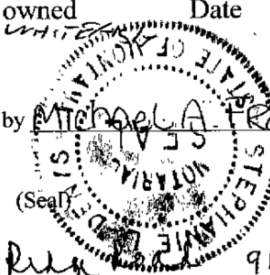
Mary Baker Johnson So Antler Ridge Rd
Signature and printed name Address of subject property owned Date 8/8/03

STATE OF MT
County of Flathead
This instrument was acknowledged before me on the 8th day of August, 2003, by Mary Baker Johnson
Notary Public for the State of MT
Residing at: Whitefish
My Commission expires: 5/13/07



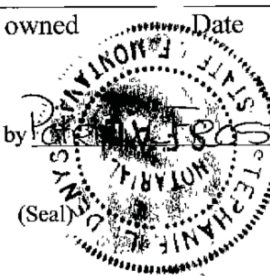
Michael A. Frost 445 Antler Ridge Rd
Signature and printed name Address of subject property owned Date 9-22-03

STATE OF Montana
County of Flathead
This instrument was acknowledged before me on the 22 day of September, 2003, by Michael A Frost
Notary Public for the State of MT
Residing at: Whitefish, MT
My Commission expires: 5/13/07



Patricia L Frost Patricia L Frost 445 Antler Ridge Rd
Signature and printed name Address of subject property owned Date 9/22/03

STATE OF Montana
County of Flathead
This instrument was acknowledged before me on the 22 day of September, 2003, by Patricia L Frost
Notary Public for the State of MT
Residing at: Whitefish, MT
My Commission expires: 5/13/07



Andrew Thon 540 Antler Ridge Rd.
Signature and printed name Address of subject property owned Date

STATE OF Minnesota
County of Hennepin
This instrument was acknowledged before me on the 20th day of August, 2003, by Andrew Thon
Notary Public for the State of Minnesota
Residing at: TCF Bank
My Commission expires: January 31, 2007



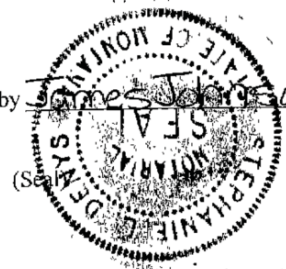
2003346 14150

JAMES E. JOHNSON James E. Johnson 675 Elk Ridge Rd. 11/13/03
Signature and printed name Address of subject property owned Date

STATE OF Montana
County of Flathead

This instrument was acknowledged before me on the 13th day of Nov., 2003, by James Johnson

Stephanie Demp
Notary Public for the State of MT
Residing at: 21 Wisconsin Ave, Whitefish
My Commission expires: 5/13/07

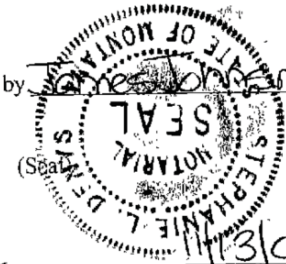


JAMES E. JOHNSON James E. Johnson 675 Elk Ridge Rd - Parcel A 11/13/03
Signature and printed name Address of subject property owned Date

STATE OF Montana
County of Flathead

This instrument was acknowledged before me on the 13th day of Nov., 2003, by James Johnson

Stephanie Demp
Notary Public for the State of MT
Residing at: Whitefish
My Commission expires: 5/13/07

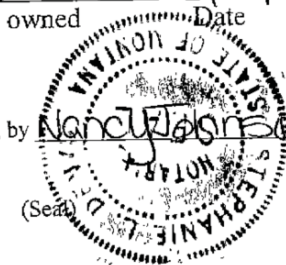


NANCY A. JOHNSON Nancy A. Johnson 675 Elk Ridge Rd. 11/13/03
Signature and printed name Address of subject property owned Date

STATE OF Montana
County of Flathead

This instrument was acknowledged before me on the 13th day of Nov., 2003, by Nancy Johnson

Stephanie Demp
Notary Public for the State of MT
Residing at: Whitefish
My Commission expires: 5/13/07



John E. O'Donnell John E. O'Donnell 430, 473, 540 Anthony Rd Aug 17 03
Signature and printed name Address of subject property owned Date

STATE OF MN
County of Hennepin

This instrument was acknowledged before me on the 20th day of August, 2003, by John E. O'Donnell

Jeannine P. Baggett
Notary Public for the State of MN
Residing at: 10200 64th Ave N, Plymouth
My Commission expires: 1-31-2005



2003346/4150

Jane S. Hunston
Signature and printed name
Jane S. Hunston

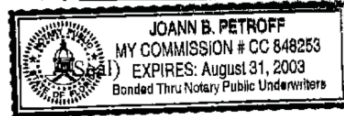
820 Elk Ridge Rd.
Address of subject property owned

8/8/03
Date

STATE OF Florida
County of Palm Beach

This instrument was acknowledged before me on the 8th day of August, 2003, by Jane S. Hunston

Joann B. Petroff
Notary Public for the State of FL
Residing at: Jupiter FL
My Commission expires: 8/31/2003



W. Jay Hunston, Jr.
Signature and printed name

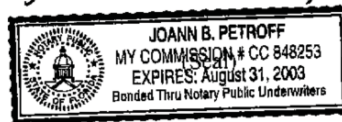
820 Elk Ridge Rd.
Address of subject property owned

8/8/03
Date

STATE OF Florida
County of Palm Beach

This instrument was acknowledged before me on the 8th day of August, 2003, by W. Jay Hunston, Jr.

Joann B. Petroff
Notary Public for the State of FL
Residing at: Jupiter FL
My Commission expires: 8/31/2003



Susan E. O'Donnell
Signature and printed name

Susan E. O'Donnell
Signature and printed name

lots 3, 3A, 3B, 3C, 3D
Address of subject property owned

Date

STATE OF Minnesota
County of Hennepin

This instrument was acknowledged before me on the 18th day of August, 2003, by MN State ID

Sharon M. Cornell
Notary Public for the State of MN
Residing at: 3550 Uicksburg Ln
My Commission expires: Jan 31, 2005



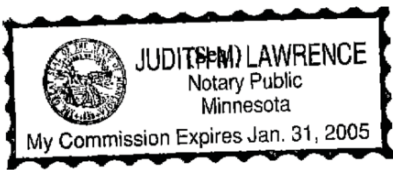
lot 3A

John O'Donnell
Signature and printed name

Lot 30, Section 29, 31/22
Address of subject property owned

10/19/03
Date

STATE OF MINNESOTA
County of Hennepin
This instrument was acknowledged before me on the 19th day of October, 2003, by JOHN E O'DONNELL
Judith M. Lawrence
Notary Public for the State of MINNESOTA
Residing at: COON RAPIDS MN
My Commission expires: 1-31-2005



P.17

Date

S. Henry SALLY HENRY
Signature and printed name

215 ANTLER Ridge
Address of subject property owned

8-13-03
Date

STATE OF New Mexico
County of Santa Fe

This instrument was acknowledged before me on the 15th day of August, 2003, by Sally Henry.

Notary Public for the State of N.M.
Residing at: 241 Washington Ave
My Commission expires: 2/15/2006



OFFICIAL SEAL
HAVEN M. ST. JAMES
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 2/15/2006 (Seal)

S. Henry SALLY HENRY
Signature and printed name

600 ELK Ridge Road
Address of subject property owned

8-13-03
Date

STATE OF New Mexico
County of Santa Fe

This instrument was acknowledged before me on the 15th day of August, 2003, by Sally Henry.

Notary Public for the State of N.M.
Residing at: 241 Washington Ave
My Commission expires: 2/15/2006



OFFICIAL SEAL
HAVEN M. ST. JAMES
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 2/15/2006

Theresa Rudie Theresa Rudie
Signature and printed name

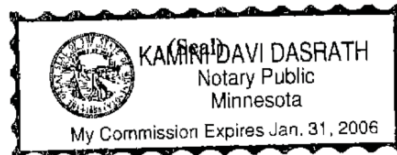
3AB-3BA-3E, Sec. 293122
Address of subject property owned

10/17/03
Date

STATE OF Minnesota
County of Hennepin

This instrument was acknowledged before me on the 17th day of October, 2003, by Theresa M Rudie

Notary Public for the State of MN
Residing at: Hennepin County
My Commission expires: 01-31-2006



Roger G Spragg Roger G Spragg
Signature and printed name

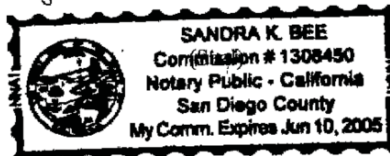
625 Elk Ridge Rd
Address of subject property owned

Aug 11/2003
Date

STATE OF California
County of San Diego

This instrument was acknowledged before me on the 11 day of August, 2003, by Sandra K. Bee

Notary Public for the State of CA
Residing at: 3350 La Jolla Village Dr
My Commission expires: 6/10/2005



200334614150

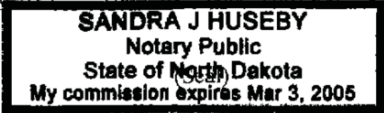
Jane Paulson (JANE PAULSON)
Signature and printed name

220 Antler Ridge Rd, Whitefish, Sept 2, 2003
Address of subject property owned Date

STATE OF North Dakota
County of Burke

This instrument was acknowledged before me on the 2nd day of September, 2003, by Jane Paulson

Sandra J Huseby
Notary Public for the State of North Dakota
Residing at: Powers Lake, Burke Co.
My Commission expires: March 3, 2005



1

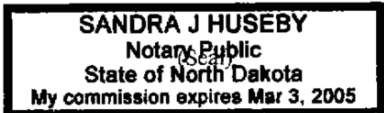
Phil MacLellan (PHIL MACLELLAN)
Signature and printed name

220 ANTLER RIDGE RD. SEPT. 2/03
Address of subject property owned Date

STATE OF North Dakota
County of Burke

This instrument was acknowledged before me on the 2nd day of September, 2003, by Phil MacLellan

Sandra J Huseby
Notary Public for the State of North Dakota
Residing at: Powers Lake, Burke Co.
My Commission expires: March 3, 2005



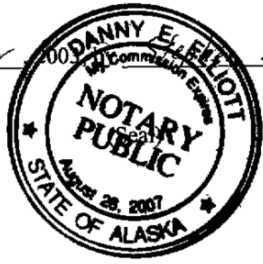
Danny Elliott
Signature and printed name

0057030
3AA Ave 29 3122 10-21-03
Address of subject property owned Date

STATE OF Alaska
County of

This instrument was acknowledged before me on the 21 day of October

Danny Elliott
Notary Public for the State of Alaska
Residing at: 16600 Centerfield Dr. E.R. AK. 99577
My Commission expires: August 28, 2007



M. Thon

1

RAY SLOSS

Ray Sloss
Signature and printed name

09711532
680 Elk Ridge Road 8/27/03
Address of subject property owned Date

STATE OF NC
County of Macon

This instrument was acknowledged before me on the 27th day of Aug, 2003, by Roy Sloss

Ronnie W. Holland
Notary Public for the State of NC
Residing at: Macon County
My Commission expires: 8-9-05
AUG 09 2005



1

P.11

200334614150

Molly M Miller *Molly M. Miller*
Signature and printed name

500 Antler Ridge
Address of subject property owned

9-26-03
Date

STATE OF MONTANA
County of FLATHEAD

This instrument was acknowledged before me on the 26th day of Sept, 2003, by REBECCA J. HENDRICKS
Rebecca J. Hendricks
Notary Public for the State of MONTANA
Residing at: Columbus Falls MT
My Commission expires: 5-3-2004



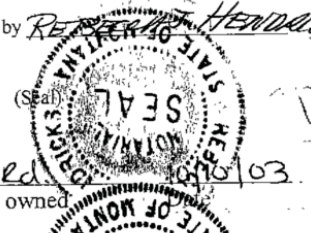
MARK JUNGERMAN
Signature and printed name

520 Antler Ridge
Address of subject property owned

9-26-03
Date

STATE OF MONTANA
County of FLATHEAD

This instrument was acknowledged before me on the 26th day of Sept, 2003, by REBECCA J. HENDRICKS
Rebecca J. Hendricks
Notary Public for the State of MONTANA
Residing at: Columbus Falls MT
My Commission expires: 5-3-2004



Jill Carter Jones *Jill Carter Jones*
Signature and printed name

301 Antler Ridge Rd.
Address of subject property owned

9-26-03
Date

STATE OF Montana
County of Flathead

This instrument was acknowledged before me on the 10th day of October, 2003, by Jill Carter Jones
Stephanie L. Deny
Notary Public for the State of MT
Residing at: Whitefish MT 59931
My Commission expires: 5/13/07



GARRY SCHMIDT *Garry Schmidt*
Signature and printed name

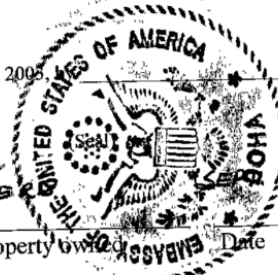
210 ANTLER RIDGE ROAD
Address of subject property owned

SEPT 15, 2003
Date

STATE OF MONTANA
County of Flathead
This instrument was acknowledged before me on the 15th day of SEP 2003, 2003, by Annelle L. Veler, Consul
Annelle L. Veler, Consul
Notary Public for the State of Montana, Qatar
Residing at: undef.
My Commission expires: undef.

210 ANTLER RIDGE ROAD
Address of subject property owned

SEP 15, 2003
Date

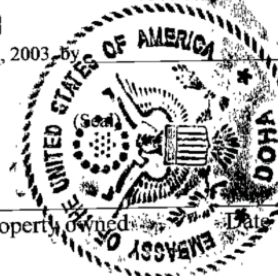


MARIE SCHMIDT *Marie Schmidt*
Signature and printed name

Embassy of the United States of America
Address of subject property owned

15 SEP 2003
Date

STATE OF MONTANA
County of Flathead
This instrument was acknowledged before me on the 15 day of SEP, 2003, by Annelle L. Veler, Consul
Annelle L. Veler, Consul
Notary Public for the State of Montana, Qatar
Residing at: undef.
My Commission expires: undef.



After recording return to:
Judah M. Gersh
Viscomi, Baraban & Gersh, PLLP
121 Wisconsin Avenue
Whitefish, MT 59937

Embassy of the United States of America
Address of subject property owned

15 SEP 2003
Date

STATE OF MONTANA
County of Flathead
RECORDED AT THE REQUEST OF Viscomi, Baraban & Gersh
THIS 12 DAY OF December, 2003 AT 2:15 O'CLOCK AND
RECORDED IN THE RECORDS OF FLATHEAD COUNTY, STATE OF MONTANA.

FEE \$ 120- PD.

Paula Robinson
(Flathead County Clerk and Recorder)

RECEPTION NO. 200334614150

Monica R. Eisenberg
(Deputy Clerk)

RETURN TO _____

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made this 1st day of May, 1981 by Michael L. Eichmuller, Elsie J. Eichmuller and John O'Donnell herein referred to as "DECLARANTS";

WITNESSETH:

WHEREAS, Declarants are the owners of the following described real property, herein referred to as "the property", situated in Flathead County, Montana, and more particularly described as follows, to wit:

W 1/2 NW 1/4, NE 1/4 NW 1/4, NE 1/4, W 1/2 SE 1/4 AND SE 1/4 SE 1/4, Section 17, T10N, R27W AND S 1/2 SE 1/4 Section 20, T11N, R27W, P.M.N., Flathead County, Montana

WHEREAS, Declarant is desirous of subjecting the said real property to the conditions, covenants, and restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall insure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, the Declarants being the owners of all of the real property above-described hereby declare that the said real property is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants and reservations hereinafter set forth; and

WHEREAS, all persons or corporations who now or shall hereafter acquire any interest in and to the above-described property shall be held to agree and covenant with the owner of any of the property located in the tract hereinabove described, or any parcel thereof, and with their heirs, successors and assigns, to conform to and observe the following covenants, restrictions and conditions as to the use thereof, and as to the construction of dwellings and improvements thereof.

PROTECTIVE COVENANTS

SECTION 1. GENERAL PURPOSES: The following Protective Covenants are designed to provide a uniform plan for the development of the hereinabove described property and to insure the best use and the most appropriate development and improvement of said property; to protect the owners of the property against such improper use of the property as will depreciate its value; to preserve so far as is practicable the natural beauty of said property; to guard against the erection thereon of structures built of improper or unsuitable material; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon; to secure and maintain property setbacks from roads and adjacent lines between structures, and, in general to encourage the development of said property for country residential living and thereby to enhance the value of parcels of land and improvements made thereon by purchasers of said land.

- 1 -

Doc. No. _____
 PAGE 305 Records of Flathead County, State of Montana
 For \$ 10= N.

RECEPTION NO. 6449

John O'Donnell

SECTION 2. LAND USE: All of the parcels of land within the herein describe^d property are designed and intended to be used only for country residential purposes. No piece, parcel, tract or any part of the herein described property shall be used at any time for any business, trade, manuf-acture, or any other commercial purpose whatsoever, except for occupations of a professional nature that do not create a public nuisance shall be permitted.

SECTION 4. SUBDIVISION OF PROPERTY: No parcel contained within the tract described hereinabove, may be divided or subdivided or a fractional portion thereof sold or conveyed so as to be held in divided ownership, unless said tract so conveyed contains no less than two and one-half (2 1/2) acres. If said reconveyance is in compliance with this section, improve-ments may be erected thereon, so long as all other provisions contained in this Declaration are complied with and provided, however, that any such grantee or grantees shall take such conveyance subject to all the covenants contained herein.

SECTION 4. BUILDING TYPE: (a) No residential building shall be erected, altered, placed or permitted to remain on any lot other than (1) detached single family dwelling (1) guest house, and a private garage. Additional buildings on any lot, such as a horse barn, studio, chicken house, etc., will be permitted as proper and necessary for the care and maintenance of livestock, pets, and vehicles.

(b) All structures shall be constructed of new materials, or materials which are aesthetically suitable. Structures may be moved onto or relocated on property.

(c) All primary structures shall have permanent foundations.

(d) No house trailer, mobile home or tent, or any other prefabricated structure designed to be hauled or moved on wheels, shall be used for resi-dential 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.

(e) A tent or travel trailer shall be permitted as a temporary dwelling while a primary residence is under construction for a period of up to one year.

(f) No structure shall have an exterior surface of tar paper, metal, or cinder block, except that asbestos shingles and colored metal may be used as roofing materials. The color of all structures must blend with the natural environment. Earth sheltered structures shall be permitted.

(g) Chimney design and construction for each dwelling shall be such that it provides for and contains a spark arresting device.

(h) The exterior of a construction must be completed within eighteen (18) months after commencement thereof. The exterior of a dwelling must be completed before occupancy will be permitted.

SECTION 5. BUILDING SIZE AND LOCATION: The finished living area of the main structure shall be not less than 750 square feet exclusive of porches, decks, garages, and basements. Furthermore, no structure shall be built within 25 feet of a road easement or property line.

SECTION 6. DENSITY OF DWELLING UNITS: Only one (1) single family dwelling and related outbuildings (see Section 4A) hereinafter referred to as "single family dwelling unit" shall be permitted for each two and one-half (2 1/2) acres of land in a parcel or tract.

SECTION 7. UTILITIES: Easements will be granted to all tract owners for utilities along property lines or roadway easements.

SECTION 8. WATER SYSTEM: Each lot owner shall provide his own water source or shall privately arrange for joint use of another lot owner's water source.

SECTION 9. SEWAGE SYSTEM: Each tract owner is responsible for his own sewage disposal system. No individual sewage disposal systems 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 the County of Flathead, Montana.

SECTION 10. REFUSE: No part of the property shall be used or maintained as dumping ground for rubbish, trash, garbage, unused automobiles or other wastes of unsightly nature.

SECTION 11. JUNK CARS: No junk vehicles or parts thereof shall be stored outside or in plain view on any parcel.

SECTION 12. TIMBER REMOVAL: No cutting of timber for commercial purposes is permitted except by the Declarants of this document and only until June 1, 1982. Timber may be cleared for the building of structures or roadways. No clear cutting of any type is permitted.

SECTION 13. NUISANCES: No illegal, noxious, or offensive activity shall be carried on or permitted upon any tract.

SECTION 14. PETS: Dogs, cats, or other household pets are permitted, provided that they are not kept, bred, or maintained for any commercial purpose, or allowed to run loose or to create a disturbance or threat to livestock and wildlife in the area.

SECTION 15. ANIMALS AND LIVESTOCK: All grazing animals will be permitted, provided that the land is grazed upon the accepted range management standards for control of erosion and protection of vegetation. All livestock shall be kept in fenced areas upon each owners property. The construction and maintenance of such fences shall be each owners responsibility. No poultry shall be raised for commercial purposes. Feed lots and swine farms are expressly prohibited.

SECTION 16. ROADS: Tract owners are collectively responsible for the maintenance of roads and are encouraged to form an 'Owners Association' for such purposes.

SECTION 17. GENERAL PROVISIONS: (a) Duration and Term: The restrictions and limitations herein set forth are to be construed as covenants running with the land and shall be binding on all parties and all persons claiming any part of the above described real property for a period of twenty (20) years from the date first recorded in the office of the Clerk and Recorder of the County of Flathead, State of Montana, after which time they shall be automatically


extended for successive periods of twenty (20) years, unless an instrument is signed by the majority of the property owners and recorded before the County Clerk and Recorder, agreeing to change the Restrictive Covenants in whole or in part. A majority shall consist of that portion of the tract owners as described in (e) below.

(b) Severability: Invalidation of any of the restrictions, limitations or covenants herein set forth by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(c) No Waiver: The owner or owners of any of the described real property, including the Sellers, if they are an owner of any part or portion of said real property, may enforce the restrictions and limitations herein set forth by proceedings at law or in equity of the said restrictions and limitations either to recover damage for such violation or to restrain such violation or attempted violation. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney fees.

(d) Successors and Assigns of Sellers: This Declaration and all the rights, powers and duties thereunder shall be binding upon and inure to the benefit of the successors and assigns of the Sellers. The successors and assigns of the Sellers shall be bound by this Declaration.

(e) Amendment to Covenants: These covenants may only be amended in the following manner: A two-thirds (2/3) majority of the tract owners shall be required to amend these covenants. It is the intent of the Declarants that the owner or owners of each recorded parcel or parcels are entitled to one vote hereunder; and no amendment shall be made which might have the effect of creating substantial damage, loss, or injury to the property of any of the individual tract owners; said Amendment to be recorded among the land records of Flathead County, Montana.


 MICHAEL L. EICHMILLER


 ELSIE J. EICHMILLER


 JOHN O'DONNELL

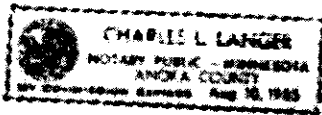
STATE OF MINNESOTA)
) SS.
County of ANOKA)

On this 1st day of May, 1981, before me Charles L. Langer

, a Notary Public for the State of Minnesota personally appeared Michael L. Eichwiler, Elsie J. Eichwiler and John O'Donnell

to me known to be the person a described in, and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

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



Charles L. Langer
Notary Public for the State of Minnesota
Residing at 6530 Hickory St. N.E.
Fridley, MN. 55432
My Commission expires _____

STATE OF MINNESOTA)
) SS.
County of _____)

On this _____ day of _____, 19____, before me _____

, a Notary Public for the State of Minnesota personally appeared _____

to me known to be the person _____ described in, and who executed the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

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

Notary Public for the State of Minnesota
Residing at _____
My Commission expires _____

STATE OF MONTANA }
County of Flathead }

Filed for record at the request of Gardner Investments
this 15th day of May, 1981 at 1:33 p.m. at _____
PAGE 305 Records of Flathead County, State of Montana
Book 102 Page 14

RECEPTION NO. 6449

RETURN TO Gardner Investments
5700 Farm to Market Rd.
Wheat Ridge, CO 80037

David M. ...
Notary Public

96236 11550

RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 4 day of May, 1996, by those individuals herein referred to as "DECLARANTS".

This Restated Declaration is herewith prepared and filed for the purpose of amending and replacing the original Declaration of Covenants, Conditions and Restrictions recorded Aug 25 1992, at Book 92238, Page 10510, in the office of the Clerk and Recorder, Flathead County, Montana, from and after the date of recording of the within "Restated Declaration of Covenants, Conditions and Restrictions". This document shall be the governing instrument under, by and through which this real property shall be created and operated, it being the intent and purpose of this Restated Declaration to completely replace and cancel the previous documents filed for and on behalf of this project, and to the end that such previous document shall have no further force and effect.

W I T N E S S E T H:

WHEREAS, the Declarants are the fee owners of the following described real property, herein referred to as "the properties", situated in Flathead County, Montana and more particularly described as follows, to wit:

W 1/2 NW 1/4, NE 1/4 NW 1/4, NE 1/4, N 1/2 SE 1/4 AND SE 1/4 SE 1/4, Section 32, T 31N, R 22W AND S 1/2 SE 1/4 Section 29, T 31N, R 22W, P.M.M., Flathead County, Montana. AND TRACT LANDS OF COS 12131 in

See 33, T 31N, R 22W (Document No. 9505210200)

PLUS: Elkhorn Subdivision Phase 1
Antler Ridge



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WHEREAS, the Declarants are the owners of all the real property described above and are desirous of subjecting the said real property to the Conditions, Covenants and Restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof:

NOW THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof; and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

Section 1. "Association" shall mean and refer to Elkhorn Homeowners Association created by the Restated Declaration of Covenants, Conditions and Restrictions and amendments thereto which encompasses the properties.

Section 2. "Properties" shall mean and refer to that certain property described above.

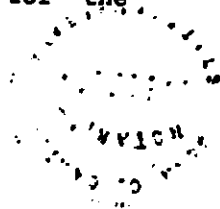
Section 3. "Lot" shall mean and refer to any lots or tracts within the above described property designed for single-family dwellings.

Section 4. "Dwelling Unit" shall mean and refer to any building or portion thereof providing complete independent and permanent living facilities for one family.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any lot or tract which is a part of the properties, including buyers under a contract for deed and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II: MEMBERSHIP

Every person or entity who is a record owner of any lot or tract which is subject by covenants of record to assessment by the Association, whether in Elkhorn Subdivision, Antler Ridge Subdivision, or in any additions thereto, including buyers under a contract for deed and contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.



membership shall be appurtenant to and may not be separated from ownership of the Lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership. All members of the Board of Directors of the Declarants shall be considered as landowners for the purpose of association membership, and shall therefore be members of the Association, so long as the Declarants own one or more lots which are subject by covenants of record to assessment by the Association.

ARTICLE III: VOTING

All members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one person holds such interest in any lot, the vote for such lot shall be exercised as such persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. However, so long as one of the Declarants remain a member of the Association, he shall be entitled to one (1) vote per person because of such position as a director.

ARTICLE IV: ASSESSMENTS

Section 1. Creation of Personal Obligation. The Declarants, for each lot owned within the properties, covenants to, and each other owner of any lot or tract by acceptance of a deed or contract for purchase of any lot within the properties whether or not it shall be so expressed in said Deed or contract, is deemed to covenant and agrees to be a member of, and subject to the assessments and duly enacted By-Laws and other rules of the Association. Each assessment shall be the personal obligation of the owner or owners of each lot as of the date of assessment. This personal obligation shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the association shall be used exclusively as follows:

- a. Road maintenance and maintenance and grooming of horse trail and cross-country ski trail, including snowplowing, erosion control, grading, graveling, maintenance of storm drainage and culverts, and general repair and upkeep.
- c. Underground utilities maintenance as required; except that individual lot owners shall be responsible for maintenance of underground utilities installed by them.
- d. Filling and maintenance of tanker recharge facilities.
- e. Incidental expenses incurred by the Association on behalf of the entire approved Elkhorn Subdivision such as : water samples, electrical bills, legal fees, stationary, stamps, mailing costs, etc.

Community water system maintenance and assessments, should be installed at a later date.

Section 3. Uniform Rate of Assessments. Both annual and special assessments for all lots may be collected on an annual basis. Both annual and special assessments must be a fixed uniform rate for each lot regardless of size. Each lot shall be assessed an equal, prorata share of any assessment. However, disproportionate use of a utility, may result in raising the assessment for an individual lot owner. The Declarants intend to include all future approved subdivisions in Elkhorn and the existing Antler Ridge subdivision in the Homeowners Association, and prorating lot assessments accordingly.

Section 4. Maximum "Annual" Assessment. Assessments shall be annual or special. Both the annual and the special (if any) assessments shall be fixed annually by the Board of Directors of the Association. Payment of all assessments shall be in periodic installments at such intervals as established by the Directors of the Association in keeping with the By-Laws thereof.

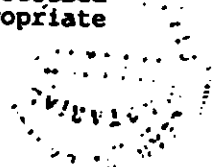
Section 5. Commencement of Assessments. The Board of Directors of the Association is authorized to make the first "annual" assessment at such time as it determines appropriate. Such first "annual" assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of each "annual" or "special" assessment against each lot at least thirty (30) days in advance of each "annual" assessment period. Written notice of the assessments shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. If the assessment is such as requires a vote of the members, this shall be done before the assessment becomes effective. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Nonpayment of Assessment. Any assessments or installment payments on assessments, which are not paid when due shall be delinquent. If not paid within thirty (30) days after the due date, the amount shall bear interest from the date of delinquency at the rate of TWELVE (12%) PER CENT, per annum. The Association may bring an action at law to recover delinquent assessments, accrued interest, costs and expenses in connection with bringing a legal suit, including reasonable attorneys fees.

ARTICLES V: PROTECTIVE COVENANTS

The following Protective Covenants are designed to provide a uniform plan for the development of the hereinabove described property and to insure the best use and the most appropriate

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development and improvement of said property; to protect the owners of the property against such improper use of the property as will depreciate its value; to preserve, so far as is practical, the natural beauty of said property; to guard against the erection thereon of structures built of improper or unsuitable material; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon; to secure and maintain property setbacks from roads and adequate free space between structures, and, in general to encourage the development of said property for country residential living and thereby to enhance the value of parcels of land and improvements made thereon by purchasers of said land.

Section 1. Architectural Control Committee. The "Architectural Control Committee" shall consist of the Board of Directors of the Association, or a special "Architectural Control Committee" of at least three (3) or more persons appointed by the Board, all of whom must be members of the Association. Until such time as a majority of the lots are sold, and such an "Architectural Control Committee" formed, the Declarants shall constitute such an "Architectural Control Committee".

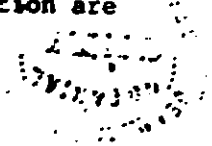
Section 2. Architectural Control. All owners intending to construct a dwelling or build any type structure whatever upon any lot, shall first submit their plans and specifications, in writing, to the Architectural Control Committee. No dwelling house or other structure shall be erected, placed, or altered on any lot until the construction plans and specifications along with the proposed site therefor have been approved in writing by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and location of the structure with respect to topography and finish grade elevation.

Section 3. Approval by Committee. Approval or disapproval by the Architectural Control Committee must be in writing. In the event the Committee fails to act within thirty (30) days after the proposed plan and specifications of any structure have been submitted, in writing, or 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 pertinent provisions of this Declaration shall be deemed to have been fully complied with.

Section 4. Land Use. A Single Family lot shall only be used for single family dwelling, and no business, trade, or manufacture shall be conducted thereon, except for occupations of a professional nature that do not create a public nuisance.

Section 5. Subdivision of Property. No lot or tract contained within Phase I of the subdivision described hereinabove may be divided or subdivided or a fractional portion thereof sold or conveyed so as to be held in divided ownership unless said tract so conveyed contains at least five acres (5), and then unless approved by the Flathead Planning Office. If such reconveyance is in compliance with this section, improvements may be erected thereon, so long as all other provisions contained in this Declaration are

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Complied with and provided, however, that any such grantee or grantees shall take such conveyance subject to all the covenants contained herein.

Section 6. Building Type. (a) No residential building shall be erected, altered, placed or permitted to remain on any single family lot other than one (1) detached single family dwelling, one (1) guest house, and a private garage. Additional buildings on any lot, such as a horse barn, studio, chicken house, etc., will be permitted as proper and necessary for the care and maintenance of livestock, pets and vehicles.

(b) All structures shall be constructed of new materials in place on the lot. However, suitable used materials such as used brick or beams may be utilized provided that advance approval has been obtained from the Architectural Control Committee as herein provided. No structures may be moved onto or relocated on property.

(c) All primary structures shall have permanent foundations.

(d) No house trailer, modular home, mobile home or tent, or any other prefabricated structure designed to be hauled or moved on wheels, shall be used for residential purposes.

(e) No structure shall have an exterior surface of tar paper, metal or cinder block, except that asbestos shingles and colored metal may be used as roofing materials. The color of all structures must blend with the natural environment.

(f) Chimney design and construction for each dwelling shall be such that it provides for and contains a spark arresting device.

(g) The exterior of a construction must be completed within eighteen (18) months after commencement thereof. The exterior of a dwelling must be completed before occupancy will be permitted.

(h) All house numbers will be visible from the road either at the driveway entrance or on the house.

Section 7. Building Size of Single Family Dwellings. On a single-family lot the ground floor area of the main structure, exclusive of open porches, basements, and garages, shall be not less than 1,200 square feet of finished living area. Single-family dwellings which were built in conformance with the Declaration of Covenants, Conditions and Restrictions recorded in Book 716, Page 305, in the office of the Clerk and Recorder of Flathead County, Montana, will not be in violation of Section 7 of these Restated Covenants, Conditions and Restrictions.

Section 8. Setback Lines. No building shall be located on any lot closer than 25 feet to the front street line, or closer than 25 feet to the rear lot line. Where other than a lot as dedicated is utilized as a single building site, the side lot lines shall refer only to lot lines bordering the adjoining property owners. Notwithstanding anything to the contrary, the Architectural Control Committee shall have the right to permit reasonable modifications

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of the setback requirements when in its discretion such action is considered in the interests of the owners of the properties.

Section 9. Fences. Fences will be permitted to provide privacy or safety for a play area, patio, or pool. No fence shall exceed 6 feet in height. No fence of any kind, whether for privacy, safety or boundary purposes, shall be constructed on a lot until after the height, type, design and approximate location there of shall first have been approved by the Architectural Control Committee in writing. All fences are to be of natural material and no chain link or barb wire fence will be permitted

Section 10. Trees. The Architectural Control Committee must approve the cutting down of trees greater than four (4) inches in diameter, with the exception of clearing for a building site or driveway, improving timber growth, enhancing building site views, and to control fire danger.

Section 11. 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 Flathead County Sanitarians Office, and until such design and system has been first approved in writing by the Architectural Control Committee.

Section 12. Garbage. All garbage cans used in connection with any dwelling erected upon the above-described premises shall either be sunk in the ground to ground line, placed in an enclosure completely screened from view, or if the dwelling has a garage rather than a carport, the garbage may be kept in the garage. No garbage cans shall be maintained which are not of a suitable type and which do not have a cover sufficient to prevent the escape of any noxious odors from such cans. Proper prevention must be taken to keep bears and other wild animals from feeding from garbage cans. Each lot owner shall be responsible for trash and garbage removal from the owned lot.

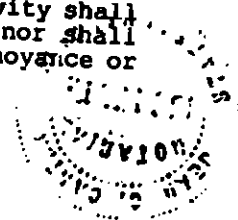
Section 13. Refuse. No part of the property shall be used or maintained as dumping ground for rubbish, trash, garbage, unused automobiles or other wastes of an unsightly nature.

Section 14. Vehicles. No mobile homes, trucks exceeding 2 1/2 tons in capacity, trailers, or unsightly vehicles shall at any time be parked or allowed to remain on any of said lots or along curbs. Camper trailers, pickup trucks carrying campers, campers for pickup trucks not in use, and boats and boat trailers and motor homes will be permitted only if stored in a garage or stored behind the rear building line of the dwelling so as not to be an eyesore.

Section 15. Wildlife. It is the intention of the Declarants to protect and encourage the abundant wildlife that exist in the area and to encourage co-existence of man and animals, to that end no hunting will be allowed on any of the property.

Section 16. Nuisances. No noxious or offensive activity shall be carried on or permitted upon any of the properties, nor shall anything be done thereon which may be or may become an annoyance or

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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. Outdoor barbecues are not considered nuisances under this section.

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Section 17. Pets, Animals and Livestock: Dogs, cats or other household pets are permitted, provided that they are not kept, bred or maintained for any commercial purpose. All dogs must be leashed or fenced in, and not allowed to create a disturbance or threat to livestock and wildlife in the area.

All grazing animals will be permitted, provided that the land is grazed upon the accepted range management standards for control of erosion and protection of vegetation. All livestock shall be kept in fenced areas upon each owners property. The construction and maintenance of such fences shall be each owner's responsibility and must comply with the covenants set out in Section 9 of this document. No poultry shall be raised for commercial purposes. Feed lots and swine farms are expressly prohibited.

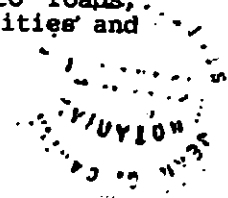
Section 18. Utilities. Easements will be granted to all tract owners for utilities along property lines or roadway easements. The owner of each lot shall pay all utility connecting costs from his/her individual lot line.

Section 19. Water System. Each lot owner shall provide his own water source or shall privately arrange for joint use of another lot owner's water source, however, such joint use shall require approval from the Montana Department of Health and Environmental Sciences prior to construction. In the event the Declarants provide a community water system in accordance with the rules and regulations of the Montana Department of Health and Environmental Sciences, a separate well agreement will be drawn up for those individual who are on the community well system.

Section 20. Easement for Horse Trail and Cross-Country Ski Trail. Easement will be granted to all lot owners on designated trail as shown on plat, to be used as horse riding trail, a non-motorized mountain bikes trail or cross-country ski trail. At no time will motor bikes, motorcycles, three or four wheel All Terrain Vehicles, snowmobiles, or any other motorized vehicle be allowed on these trails except for maintenance and grooming of said trails.

Section 21. Roads. Lot owners are collectively responsible for maintenance of roads and individually for the access roads on their own lots. Such access roads shall be maintained in a graded and driveable condition with surfaces graveled as a minimum. Proper storm drainage along side such private access roads is required and installation and maintenance of proper culverts at the entrances to private access roads is required.

Section 22. Homeowners Association. The Elkhorn Homeowners Association Inc. has been formed to provide for the maintenance, repair and construction of facilities common to all lot owners within the sub-division including, but not limited to roads, electrical and telephone service, tanker recharge facilities and



storm drainage facilities. It is required that all lot owners be members of the Elkhorn Homeowners Association Inc.

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ARTICLE VI: ENFORCEMENT

Section 1. Interested Parties. The Association or any owner shall have the option and right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, reservations and charges now hereafter imposed by the provisions of the Declaration. The method of enforcement may include: proceedings to enjoin the violation, recovery of damages, or both. Failure by the Association or by any owner to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney fees.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

ARTICLE VII: TERM

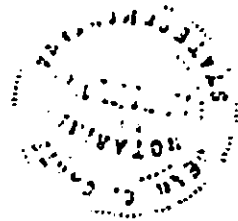
The provisions of this Declaration shall be binding for a term of twenty (20) years from the date of this Declaration, after which time the Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of two-thirds (2/3) of the lots in Elkhorn Subdivision has been recorded, agreeing to change this Declaration in whole or in part.

ARTICLE VIII: AMENDMENT

This Declaration may be amended by an instrument signed by the owners of two-thirds (2/3) of the lots in Elkhorn Subdivision which has been recorded, agreeing to such amendment, and with the approval of the Board of County Commissioners.

ARTICLE IX COUNTERPARTS

This Declaration may be executed in any number of counterparts, each of which, when executed & delivered, shall be an original, but all such counterparts shall constitute one & the same instrument.



DECLARANTS:

Whitefish Community Center Co.
Fay W. Atkinson

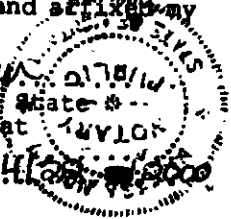
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Dated... *July 25*1996
State of Montana
On this *25th* day of *July* in the year nineteen hundred
and *96* before me *Melissa K. Nolan* a Notary Public for the
State of Montana, Personally appeared.....
Fay W. Atkinson

.....
.....
know to me.....
(or proved to me on oath of.....
to be the persons whose names.....
subscribed to within instrument and acknowledged to me that ..
.....he/she *Fay W. Atkinson* executed the same.

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

Melissa K. Nolan
Notary Public for the State of
Montana, Residing at
Whitefish, MT
My Commission expires *4/20/2000*



DECLARANTS:

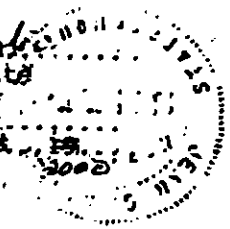
James E. Johnson
James E. Johnson
Nancy A. Johnson
Nancy A. Johnson

Dated... *July 31*1996
State of Montana
On this *31* day of *July* in the year nineteen hundred
and *96* before me a Notary Public for the
State of Montana, Personally appeared.....

.....
know to me.....
(or proved to me on oath of.....
to be the persons whose names... *James E. Johnson and Nancy A. Johnson*
subscribed to within instrument and acknowledged to me that ..
.....he/she.....executed the same.

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

Jeanette Carlson
Notary Public for the State
of Montana, Residing at
Whitefish
My Commission expires *3/15/2000*



NOTARIAL STATEMENT

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Jeramy Heberts
John Rae Wilson
Date: July 27 1996
State of Washington On this 27 day of July in the year
nineteen hundred and 96 before me Jennie M. Johnson a
Notary Public for the State of Washington, Personally
appeared.....

Jeramy Heberts
John Rae Wilson
.....
know to me.....
(or proved to me on oath of.....
to be the persons whose names WRC.....
subscribed to within instrument and acknowledged to me that ..
they he/she.....executed the same.

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

Jennie M. Johnson
Notary Public for the State
of Washington. Residing at
Jennie M. Johnson
My Commission expires Aug. 27 1999



DECLARANTS:

Michael Eichmiller
John O'Donnell
Individually and as power of Attorney for Michael Eichmiller
Dated: July 27 1996
State of Minnesota

On this 27 day of July in the year nineteen hundred
and.....before mea Notary Public for the
State of Minnesota, Personally appeared.....
John O'Donnell, Individually, and as
power of Attorney for Michael Eichmiller
.....
know to me.....
(or proved to me on oath of.....
to be the persons whose names John O'Donnell.....
subscribed to within instrument and acknowledged to me that ..
he she.....executed the same.

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

Marlene K. Donaldson
Notary Public for the State
of Minnesota. Residing at
Marlene K. Donaldson
My Commission expires Dec. 31, 1998



DECLARANTS:

Elsie Eichmiller
Elsie Eichmiller

9623611550

Dated.. 21 MAY1996

State of Minnesota

On this 24th day of May in the year nineteen hundred and....before me ..Patrick D. Cornwell...a Notary Public for the State of Minnesota, Personally appeared.. Elsie Eichmiller ..

.....
.....
.....
.....
know to me.....
(or proved to me on oath of.....
to be the person whose name.....
subscribed to within instrument and acknowledged to me that ..
.....he/she.....executed the same.

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



Patrick D. Cornwell.....
Notary Public for the State
of Minnesota. Residing at
5500 ZANE AVE. N......
My Commission expires.....1-31-2000

DECLARANTS:

George Joshua Joseph
George Joshua Joseph

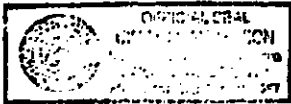
Dated. August 21996

State of Arizona

On this ..2nd day of Aug. in the year nineteen hundred and....before me Cindy M. Anderson.....a Notary Public for the State of Arizona, Personally appeared.....George Joshua Joseph.....

.....
.....
know to me.. Cindy M. Anderson.....
(or proved to me on oath of.....
to be the persons whose names...AM.....
subscribed to within instrument and acknowledged to me that ..
.....he/she.....executed the same.

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



Cindy M. Anderson.....
Notary Public for the State
of Arizona. Residing at
.....Chickadee Valley.....
My Commission expires 7, 1997

DECLARANTS:

9623611550

The Walls Family Trust, Russell Lee Walls, Cheryl Lynne Walls

R. Walls Cheryl Lynne Walls

Dated:1996

All-Purpose Acknowledgment

State of CALIFORNIA

County of ORANGE



On - 7/26/96 - before me, JERALD GUBERMAN

personally appeared, - RUSSELL LEE WALLS AND CHERYL L. WALLS -

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity (ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Jerald Guberman
SIGNATURE OF NOTARY PUBLIC

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and prevents fraudulent attachment of this form.

Type or Title of Document
REVISED DECLARATION OF
CONJUGENTS CAPACITY
AND RESTRICTIONS

Number of pages: - 10 -

Date of Document: - 7/26/96 -

Signer(s) Other Than Named Above:

10
JOURNAL

10
JOURNAL

Capacity Claimed By Signer(s)

- Individual(s)
 - Corporate
 - Partner(s) General Limited
 - Attorney-in-Fact
 - Guardian/Conservator
 - Trustee(s)
 - Other: _____
- Signer is Representing: _____
- Name(s) of Person(s) or Entity(ies): _____

DECLARANTS:

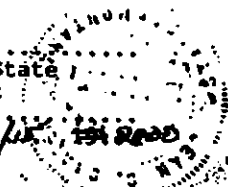
Abel Mohammed
Abel Mohammed

96236 / 1550

Dated... August 12 ...1996
State of Montana
On this 12th day of Aug. in the year nineteen hundred
and... before me a Notary Public for the
State of Montana, Personally appeared.....
Abel Mohammed
.....
know to me.....
(or proved to me on oath of.....
to be the persons whose names.....
subscribed to within instrument and acknowledged to me that ..
..... he/she..... executed the same.

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

..... Jean Carter
Notary Public for the State
of Montana, Residing at
..... Whitefish
My Commission expires 3/15, 1998



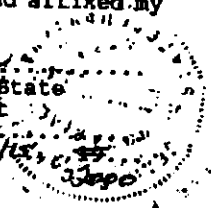
DECLARANTS:

Mary Baker Johnson Carrie Prestegard Sally Henry
Michael Tanner Glen Prestegard Edward Henry III
Carl L. Rapp Paula F. McElroy Robert I. McElroy

Dated... July 301996
State of Montana
On this 30th day of July in the year nineteen hundred
and 96 before me Jean A. Carter a Notary Public for the
State of Montana, Personally appeared Mary Baker Johnson,
Michael Tanner, Carl L. Rapp, Carrie Prestegard, Glen
Prestegard, Sally Henry, Edward Henry III, Paula F. McElroy,
Robert I. McElroy
.....
know to me.....
(or proved to me on oath of.....
to be the persons whose names.....
subscribed to within instrument and acknowledged to me that ..
..... he/she 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.

..... Jean A. Carter
Notary Public for the State
of Montana, Residing at
..... Whitefish
My Commission expires 3/15, 1998



Phil MacLellan
Phil MacLellan
Jane Paulson
Jane Paulson

96236 11550

Dated.....1996
State of Montana
On thisday ofin the year nineteen hundred
and....before mea Notary Public for the
State of Montana, Personally appeared.....
.....
.....
know to me.....
(or proved to me on oath of.....
to be the persons whose names...Phil MacLellan, Jane Paulson...
subscribed to within instrument and acknowledged to me that ..
.....he/she.....executed the same.

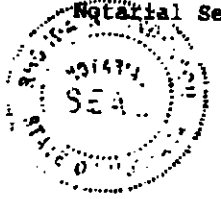
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
Notarial Seal the day and year first above written.

DECLARANTS:
Marcie Schmidt
Marcie Schmidt
Garry Schmidt
Garry Schmidt

Jean H. Cartier
Notary Public for the State
of Montana, Residing at
.....
My Commission expires Feb. 21, 1997

Dated.....1996
State of Montana
On this 22nd day of July in the year nineteen hundred
and 96 before me Rhonda K. Anderson.....a Notary Public for the
State of Montana, Personally appeared Marcie Schmidt +
Garry Schmidt.....
.....
know to me.....PERSONS
(or proved to me on oath of.....
to be the persons whose names...ares.....
subscribed to within instrument and acknowledged to me that ..
.....he/she.....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.



Rhonda K. Anderson
Notary Public for the State
of Montana, Residing at
.....
My Commission expires 5-21-2002

STATE OF MONTANA, }
County of Flathead }

Recorded at the request of Mary Baker-Johnson
this 23 day of May 19 96 at 11:55 o'clock AM and recorded in
the records of Flathead County, State of Montana.
Fee \$ 90.00 Pd. Susan J. Harrison
RECEPTION NO. 96236 11550 (Flathead County Clerk and Recorder)
RETURN TO Mary Baker-Johnson Rubekah Estlin
(Deputy)
Box 482, Whitefish, MT 59937-0482

INDEXED	FILED	COMPLETED
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**WAIVER OF REQUIREMENT OF APPROVAL FOR AMENDMENT OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

1. The Declaration of Covenants, Conditions and Restrictions of Elkhorn Subdivision was recorded in the office of the Clerk and Recorder of Flathead County, Montana, on August 25, 1992, under Reception No. 9223810510, and the Restated Declaration of Covenants, Conditions and Restrictions was recorded in the office of the Clerk and Recorder of Flathead County, Montana, on August 23, 1996, under Reception No. 9623611550, records of Flathead County, Montana. Article VIII of both above-described Declarations provides:

"This Declaration may be amended by an instrument signed by the owners of two-thirds of the lots in Elkhorn Subdivision which has been recorded, agreeing to such amendment, and with the approval of the Board of County Commissioners of Flathead County."

2. The Second Restated Declaration of Covenants, Conditions and Restrictions was recorded in the office of the Clerk and Recorder of Flathead County, Montana, on December 12, 2003, under Reception No. 200334614150, records of Flathead County, Montana. Article VIII of the Second Restated Declaration provides:

"This Declaration may be amended by a two-thirds (2/3) vote of the membership and by recording an instrument signed by the President of the Association certifying that the owners of two-thirds (2/3) of the Lots have voted in favor of such amendment, and with the approval of the Board of County Commissioners."

3. The above-described Declarations affects the following described real property:

"W 1/2 NW 1/4, NE 1/4 NW 1/4, NE 1/4, N 1/2 SE 1/4 and SE 1/4 SE 1/4, Section 32, Township 31 North, Range 22 West and S 1/2 SE 1/4 of Section 29, Township 31 North, Range 22 West, P.M.M., Flathead County Montana, Tracts 1 and 2 of COS 12131 in Section 33, Township 31 North, Range 22 West, ELKHORN Subdivision Phase 1 and ANTLER RIDGE Subdivision, according to the map or plat thereof on file Clerk and Recorder, Flathead County, Montana."

4. The Board of Commissioners of Flathead County desires that the requirement of approval of the Board of Commissioners to amend the Declaration be waived except as it pertains to an amendment of any article in the Declaration that was a condition of subdivision plat approval.

THEREFORE, by their signatures below, the Board of Commissioners of Flathead County, Montana, hereby waives the requirement of approval of the Board of Commissioners, contained in Article VIII of the above-described Declarations, for amendment of the Declaration.

SEE ASSR # PAGE 2

200419410220

Dated the 22nd day of June, 2004.


BOARD OF COUNTY COMMISSIONERS
Flathead County, Montana

By _____
Robert W. Watne, Chairman

By [Signature]
Howard W. Gipe, Member

By [Signature]
Gary D. Hall, Member

ATTEST:
Paula Robinson, Clerk

By [Signature]


0006753 0007024 0007029 0007030 0007031 0007032 0008065 0309179
0968717 0968718 0971053 0971054 0971055 0971056 0971057 0971058
0971060 0971061 0971114 0971532 0971533 0971673 0971675 0971676
0971678 0971679 0971926 0971927 0971980 0972212 0972377 0972379
0972972 0973209 0974613 0976807 0976982 0977726 0978507 0978508
0979220 0979701 0979708

0001896 0001903 0002026 0002395 0002727 0003630 0003697 0003768
0003769 0003770 0004202 0004369 0004591 0004975 0005456 0006566

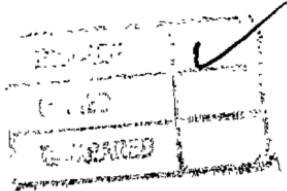
STATE OF MONTANA (COUNTY OF FLATHEAD) SS
RECORDED IN THE RECORDS OF FLATHEAD COUNTY, STATE OF MONTANA, AT THE

REQUEST OF Judith Garsh on July 12 2004

\$ 100 PAID @ 10:22 o'clock

* Paula Robinson CLERK AND RECORDER BY [Signature] DEPUTY

RETURN Judith Garsh DOCUMENT # 200419410220
121 WISCONSIN AVE
Whitefish, MT 59937



199223810500
PLAT - ELKHORN SUB Ph 1
antler Page 8/4/81
12-4-20.

It's easy to open escrow



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Title Company**



Your Contract. Our Commitment. Smooth Closing.

Susanne Lucas

Business Development, Flathead County

Contact Susanne: 406-471-2064

slucas@gofirstam.com

Login: www.gofirstam.com **Fax to any of our offices**

Whitefish
903 Spokane Ave., Ste. 1
Whitefish, MT 59937
862-6366/ fax 862-6990

Kalispell
704 South Main St.
Kalispell, MT 59901
752-5388/ fax 752-9617

Columbia Falls
530 Ninth St. W. Ste. 1
Columbia Falls, MT 59912
892-4400/ fax 892-4450

Send by email: kalispellmt@gofirstam.com

Today's Date: _____ **Time:** _____

REALTORS

Listing Agent: _____ **Contact #** _____

Selling Agent: _____ **Contact #** _____

Lender: _____ **Loan Officer:** _____

ESCROW INFORMATION

Sales price \$ _____ **Loan Amount \$** _____

Estimated Closing Date: _____ **Due Date:** _____

PROPERTY INFORMATION

Address: _____ **Legal Discription:** _____

Circle: Single Family Residence / Multi Family / Manufactured Home
Commercial / New Construction / Other: _____

BUYER: _____ **SELLER:** _____

SPECIAL INSTRUCTIONS: _____