

J-7609 457507

THIRD AMENDMENT TO DECLARATION OF
COVENANTS OF WHISPERING SWAN COVE

WHISPERING SWAN COVE

TO

PUBLIC, TO THE

STATE OF MONTANA }
County of Lake } ss.
Filed on the 13 day of April
A.D. 2005 at 4:30 P.M.
RUTH E. HODGES
County Clerk and Recorder
By Arnold D. Meek
Deputy
FEE \$5-

THIRD AMENDMENT TO DECLARATION OF COVENANTS OF
WHISPERING SWAN COVE, A LAKE COUNTY SUBDIVISION

The undersigned, being the declarant and owners of property in the subdivision of Whispering Swan Cove in Lake County, Montana, does hereby record, impose and restrict property for use under the terms and conditions of this declaration.

RECITALS:

1. The original declaration of covenants was filed for record on February 18, 1997 under Microfile No. 380030, Lake County records. A first amendment was recorded, amending Covenant No. 5. A second amendment was recorded, amending Covenant No. 6.
2. Covenant No. 17 expressly reserves the right of declarant to further amend the covenants.
3. The property affected is located in Lake County, Montana and is more particularly described as follows:

Government Lot 2, Section 24, Township 26 North, Range 19 West, P.M.M. Lake County, Montana, described as follows: Beginning at the Northwest corner of Government Lot 3 (Northeast corner Gov't. Lot 2), which is a found axle; thence South 425.00 feet to the approximate mean-low-water-mark of Swan Lake; thence N. 80 24'29" W. along said M-L-W-M 1338.93 feet to a point on the West Boundary of said Government Lot 2; thence, N. 00 09'46" W. along said West boundary 195.00 feet to a set iron pin and the Northwest corner of said Government Lot 2; thence N. 89 42'03" E. along the North boundary of said Gov't Lot 2 a distance of 1319.68 feet to the point of beginning. Further identified as being Tract 1 on Certificate of Survey No. 5011, on file and of record in the office of the Clerk and Recorder of Lake County, Montana.

NOW THEREFORE, the declarant hereby declares as follows:

1. Covenant No. 5 of the previously recorded and amended Declaration of Covenants is hereby amended to read in its entirety as follows:

Covenant No. 5: All structures and improvements to be built on the property of this Subdivision shall comply with the following requirements:

- a) No structure, including satellite antennas, shall be located on any tract closer than 25 feet to a Property boundary, nor closer than fifty feet from the high water mark of Swan Lake, without approval of three-fourths of the owners and with approval of Lake County when necessary.
- b) No structure shall be built except one single family dwelling with not less than 2,000 square feet

finished ground floor living area, if the residence is a single story, ranch-style home. If the residence contains a loft or balcony, or a second story or full basement, then the finished ground floor living area shall not be less than 1,400 square feet. Living area does not include garage space.

- c) An owner may construct additional outbuildings located on each lot including but not limited to a garage, shop storage building or guest cottage.
- d) No galvanized or factory painted metal sidings shall be used on the exterior of permissible structures. Owners may install a metal roof. Wooden shake roofing on residential and appurtenant structures is prohibited.
- e) Each dwelling shall be fully completed externally, including siding and/or masonry, paint and roof, ground rough graded, soffits, fascia trim, windows, steps, sidewalk installed and building debris removed within one year from the time construction starts on such building. Plumbing fixtures and utilities must also be completed within this one year.
- f) No temporary building or partly finished building or structure, including basements, tents, trailers, camper trailers or truck-mounted campers shall be erected or placed upon the property to be used as a permanent dwelling. No property owner shall install, bring onto the property, or reside in permanently, a trailer, mobile home, double-wide, or any other prefabricated structure designed to be hauled or moved on wheels, regardless of date of manufacture, number of sections or cost or design. This exclusion shall apply to all modular homes, regardless of design or manufacture. Notwithstanding the foregoing, covenant No. 5(f) shall not be construed to prevent temporary guests from using or occupying tents, trailers, camper trailers, truck-mounted campers or recreational or camping vehicles while visiting the owner; nor shall these covenants prevent the owners from using or occupying such property on a temporary basis prior to completion of a permanent dwelling. Temporary shall mean continuous use for less than one month.
- g) Placement or storage of recreational or camping vehicles or apparatus for use off the premises is allowed. Notwithstanding the foregoing, covenant No. 5(g) shall not be construed to prevent temporary guests from using or occupying tents, trailers, camper trailers, truck-mounted campers or recreational or camping vehicles while visiting the owner; nor shall these covenants prevent the owners from using or occupying such property on a temporary basis prior to completion of a permanent dwelling. Temporary shall mean continuous use for less than one month.
- h) No preconstructed or old building, whether intended to be used in whole or in part as the main residential structure or as a garage or other outbuilding shall be moved upon any lot. This does not preclude the use of some used materials in construction, such as used brick, previously used beams other support structure, provided siding and finishing is otherwise new
- i) An owner shall obtain a building notification Permit from Lake County services prior to the construction or modification of any dwelling unit on the property.

2. Covenant No. 6 of the previously recorded and amended Declaration of Covenants is hereby deleted.

3. Covenant No. 9 of the previously recorded Declaration of Covenants is hereby deleted.

All remaining terms and provisions of the covenants of Whispering Swan Cove, as originally Filed and provided in the First Amendment, shall remain in full force and effect.

By: _____
WILLIAM BROWN

By: _____
GWEN BROWN

By: _____
TED HABARTH

By: _____
ELLEN HABARTH

By: Mark Racicot
MARK RACICOT

By: Theresa Racicot
THERESA RACICOT

By: _____
STEVE SIMONI

By: _____
BARBARA SIMONI

STATE OF District of Columbia

:ss.

County of _____)

On this 14th day of January, 2007, before me, the undersigned, a notary public for the State of Dist. of Col. personally appeared _____ and _____, known to me to be the persons whose names subscribed to the within instrument and acknowledge to me that they executed the same.

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



Precious J. Hawkins
Notary Public for the State of District of Columbia
Residing at: 4615 Papillion Ct. - Fredericksburg, VA
My commission expires: April 14, 2007

THIRD AMENDMENT TO DECLARATION OF COVENANTS OF
WHISPERING SWAN COVE, A LAKE COUNTY SUBDIVISION

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RECITALS:

1. The original declaration of covenants was filed for record on February 18, 1997 under Microfile No. 380030, Lake County records. A first amendment was recorded, amending Covenant No. 5. A second amendment was recorded, amending Covenant No. 6.
2. Covenant No. 17 expressly reserves the right of declarant to further amend the covenants.
3. The property affected is located in Lake County, Montana and is more particularly described as follows:

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finished ground floor living area, if the residence is a single story, ranch-style home. If the residence contains a loft or balcony, or a second story or full basement, then the finished ground floor living area shall not be less than 1,400 square feet. Living area does not include garage space.

- c) An owner may construct additional outbuildings located on each lot including but not limited to a garage, shop storage building or guest cottage.
- d) No galvanized or factory painted metal sidings shall be used on the exterior of permissible structures. Owners may install a metal roof. Wooden shake roofing on residential and appurtenant structures is prohibited.
- e) Each dwelling shall be fully completed externally, including siding and/or masonry, paint and roof, ground rough graded, soffits, fascia trim, windows, steps, sidewalk installed and building debris removed within one year from the time construction starts on such building. Plumbing fixtures and utilities must also be completed within this one year.
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2. Covenant No. 6 of the previously recorded and amended Declaration of Covenants is hereby deleted.

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By: _____
WILLIAM BROWN

By: _____
GWEN BROWN

By: [Signature]
TED HABARTH

By: [Signature]
ELLEN HABARTH

By: _____
MARK RACICOT

By: _____
THERESA RACICOT

By: _____
STEVE SIMONI

By: _____
BARBARA SIMONI

STATE OF MONTANA)

:ss.

County of Flathead)

On this 19th day of January, 2005, before me, the undersigned, a notary public for the State of MONTANA, personally appeared TED HABARTH and ELLEN HABARTH, known to me to be the persons whose names subscribed to the within instrument and acknowledge to me that they executed the same.

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



[Signature]
Notary Public for the State of MONTANA
Residing at Kalispell, mt
My commission expires: 12/18/2005

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By: William Brown
WILLIAM BROWN

By: Gwen Brown
GWEN BROWN

By: _____
TED HABARTH

By: _____
ELLEN HABARTH

By: _____
MARK RACICOT

By: _____
THERESA RACICOT

By: _____
STEVE SIMONI

By: _____
BARBARA SIMONI

STATE OF Montana

:ss.

County of Flathead

On this 17 day of Dec, 2004, before me, the undersigned, a notary public for the State of MT, personally appeared William Brown and Gwen Brown, known to me to be the persons whose names subscribed to the within instrument and acknowledge to me that they executed the same.

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



Susan L. Williams
Notary Public for the State of Montana
Residing at: Kalispell
My commission expires: 12-4-2006

469208

21

RECORDED AT THE REQUEST OF:

James A. Bowditch
BOONE KARLBERG P.C.
201 West Main, Suite 300
P. O. Box 9199
Missoula, MT 59807-9199

STATE OF MONTANA, COUNTY OF LAKE
Recorded At 12:41 O'clock P M MAY 12 2006
Microfilm 469208 RUTH E. HODGES Recorder
Fees \$ 33.00 By Paula Holl Deputy

NOTICE OF RIGHT OF FIRST REFUSAL

The undersigned hereby give notice that pursuant to a the Articles of Limited Partnership dated January 18, 1999, for Sentinel Pine Limited Partnership (the "Partnership"), a Montana limited partnership with its principal place of business located at 2268 Sunburst Drive, Swan Route, Bigfork, Montana 59911 there exists in favor of the Partnership a Right of First Refusal relating to the following described real property situated in Lake County, Montana:

See Attached Exhibit "A"

(hereafter the "Property").

The undersigned will provide a copy of the relevant portion Articles of Limited Partnership containing the right of first refusal described herein, without cost upon reasonable request.

DATED this 8th day of May, 2006.

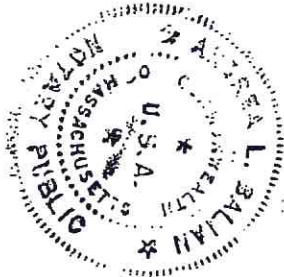
SENTINEL PINE LIMITED PARTNERSHIP,
a Montana limited partnership

By: Nancy Hegner
General Partner

469208

State of Massachusetts)
) : ss.
County of Middlesex)

This instrument was acknowledged before me on the 8th day of May, 2006, by Marilyn McGrath Lewis, as General Partner of Sentinel Pine Limited Partnership, a Montana limited partnership.



Andrea Balian
Printed Name: Andrea Balian
Notary Public for the State of Massachusetts
Residing at Watertown, Massachusetts
My Commission Expires: Jan 8, 2010

EXHIBIT "A"

Legal Description
Sentinel Pine Limited Partnership

Lot One (1) of Section Twenty-four, Township Twenty-six (26) North, Range Nineteen (19) West, M.P.M., excepting therefrom a strip sixty (60) feet wide deeded for highway purposes and a portion thereof deeded to F. H. Stoltze Land & Lumber Co. by deed filed for record January 14, 1971, together with appurtenances, including abandoned public roadways, excepting therefrom that portion conveyed to Lake County by grant deed recorded May 15, 1997 under Microfile #381823,

and

A portion of Lot 180 of Swan Sites No. 1, Lake County, Montana, bounded as follows:

Beginning at the Southeast corner of Lot 180 of Swan Sites No. 1, a subdivision of record in Lake County, Montana; thence North 64°00' West along the East line of said Lot, 25.90 feet to P.C. of a curve; thence continuing along said East line Northwesterly along said curve 74.10 feet; thence South 66°21' West 142.48 feet to the South line of said Lot 180; thence North 89°25'44" East along said South line 213.13 feet to the point of beginning, containing 0.13 acres, more or less. (Said tract is identified as Parcel "A" on Certificate of Survey recorded October 5, 1970 in the office of the County Clerk and Recorder of Lake County, Montana, on Microfile #195493 as number H-1672.)

494763

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
TRACTS 1, 2 AND 3 OF CERTIFICATE OF
SURVEY NO. 6728**

This Declaration is made this 24th day of December, 2008, by **JAMES E. MCGRATH** of 118 Woodland Road, Milton, MA 02186, **JOHN T. MCGRATH** of 1016 Brush Hill Road, Milton, MA 02186, **MARLYN MCGRATH LEWIS** and **HARRY R. LEWIS** of 6 Hawes Street, Brookline, MA 02146, hereinafter collectively referred to as "Declarants," who are the owners of certain real property located in Lake County, Montana, hereinafter referred to collectively as the "Property," more particularly described as follows:

TRACT 1 of CERTIFICATE OF SURVEY NO. 6728

MARLYN MCGRATH LEWIS and **HARRY R. LEWIS**, as tenants in common, own Tract 1 of Certificate of Survey No. 6728 more particularly described as follows:

Commencing at the northeast corner of the Northwest Quarter of Section 24, Township 26 North, Range 19 West, P.M., M., Lake County, Montana, which is a found aluminum cap; Thence along the north boundary of said NW1/4 S89°25'44"W 748.15 feet to a set iron pin and THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED: Thence S21°09'52"W 233.65 feet to a set iron pin on the northerly R/W of a 60 foot deeded County road known as Sunburst Drive; Thence leaving said northerly R/W S23°21'06"W 60.08 feet to a set iron pin on the southerly R/W of said Sunburst Drive; Thence leaving said southerly R/W S26°24'55"W 219.92 feet to a set iron pin; Thence S54°45'00"W 251.00 feet to a set iron pin; Thence continuing S54°45'00"W 15.00 feet more or less the a point on the high water mark of Swan Lake; Thence northwesterly along said high water mark the following fourteen courses: N15°03'13"E 50.44 feet; N04°55'40"E 61.27 feet; N03°49'03"W 86.63 feet; N18°01'17"W 53.86 feet; N48°24'22"W 86.31 feet; N81°07'26"W 79.53 feet; N50°05'28"W 46.41 feet; N38°07'51"W 75.26 feet; N64°33'37"W 62.18 feet; N82°54'01"W 76.55 feet; N76°33'50"W 31.75 feet; N62°53'28"W 26.61 feet; N62°06'01"W 129.37 feet; and N66°47'37"W 73.04 feet; Thence leaving said high water mark N66°20'26"E 31.40 feet to a found iron pin; Thence continuing N66°20'26"E 270.39 feet to a found iron pin on the southerly R/W of said

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRACTS 1, 2 AND 3 OF CERTIFICATE OF SURVEY NO. 6728

Return:
Angela Zielinski
PO Box 1916 - Missoula MT 59806

JEM
JEM

494763

Sunburst Drive; Thence southeasterly along said southerly R/W the following three courses: Along a curve, concave northeasterly, with a radial bearing of $N46^{\circ}44'20''E$, a radius of 204.15 feet, through a central angle of $20^{\circ}49'06''$, for an arc length of 74.18 feet to a found iron pin; $S63^{\circ}59'35''E$ 25.27 feet to a found iron pin; and $S64^{\circ}16'57''E$ 614.79 feet to a set iron pin; Thence leaving said southerly R/W $N23^{\circ}21'06''E$ 60.08 feet to a set iron pin on the northerly R/W of said Sunburst Drive; Thence northwesterly along said northerly R/W the following five courses: $N64^{\circ}16'46''W$ 637.17 feet to a found iron pin; Along a curve, concave northeasterly, with a radial bearing of $N25^{\circ}58'43''E$, a radius of 144.15 feet, through a central angle of $32^{\circ}02'37''$, for an arc length of 80.62 feet to a found iron pin; $N31^{\circ}57'31''W$ 176.76 feet to a found iron pin; Along a curve, concave southwesterly, with a radial bearing of $S58^{\circ}02'56''W$, a radius of 510.28 feet, through a central angle of $28^{\circ}25'17''$, for an arc length of 253.12 feet to a found iron pin; and $N60^{\circ}23'53''W$ 53.99 feet to a set iron pin; Thence leaving said northerly R/W $N82^{\circ}42'31''E$ 904.03 feet to a set iron pin; Thence $S13^{\circ}50'00''E$ 594.00 feet to the point of beginning and containing 14.970 ACRES; Subject to and together with a 15 foot pedestrian easement along the northerly R/W of Sunburst Drive in Section 13, and together with a 60 foot county road known as Sunburst Drive as shown hereon, and subject to and together with all appurtenant easements of record. Together with all rights of ownership to the low water mark of Swan Lake, pursuant to 70-16-201 and 70-20-201(5), M.C.A.

TRACT 2 of CERTIFICATE OF SURVEY NO. 6728

JOHN T. MCGRATH owns Tract 2 of Certificate of Survey No. 6728 more particularly described as follows:

Commencing at the northeast corner of the Northwest Quarter of Section 24, Township 26 North, Range 19 West, P.M., M., Lake County, Montana, which is a found aluminum cap; Thence along the north boundary of said NW1/4 $S89^{\circ}25'44''W$ 446.17 feet to a set iron pin and THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED: Thence $S01^{\circ}16'42''E$ 411.52 feet to a set iron pin on the northerly R/W of a 60 foot deeded County road known as Sunburst Drive; Thence leaving said northerly R/W $S23^{\circ}50'39''W$ 60.04 feet to a set iron pin on the southerly R/W of said Sunburst Drive; Thence leaving said southerly R/W

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRACTS 1, 2 AND 3 OF CERTIFICATE OF SURVEY NO. 6728

S24°30'20"W 464.61 feet to a set iron pin; Thence S50°40'00"W 245.00 feet to a set iron pin; Thence continuing S50°40'00"W 15.00 feet more or less the a point on the high water mark of Swan Lake; Thence northwesterly along said high water mark the following fifteen courses: N30°39'04"W 17.33 feet; N70°06'22"W 40.74 feet; N83°02'51"W 110.27 feet; N72°47'19"W 65.22 feet; N69°06'10"W 96.75 feet; N63°04'53"W 53.45 feet; N81°40'40"W 41.45 feet; N67°24'10"W 28.87 feet; N17°27'31"W 38.96 feet; N79°00'00"E 10.33 feet; N17°39'50"E 57.54 feet; N41°32'45"E 39.99 feet; N28°15'09"E 39.36 feet; N22°24'15"E 89.62 feet; and N15°03'13"E 50.44 feet; Thence leaving said high water mark N54°45'00"E 15.00 feet to a set iron pin; Thence continuing N54°45'00"E 251.00 feet to a set iron pin; Thence N26°24'55"E 219.92 feet to a set iron pin on the southerly R/W of said Sunburst Drive; Thence S64°16'57"E along said southerly R/W 438.48 feet to a set iron pin; Thence leaving said southerly R/W N23°50'39"E 60.04 feet to a set iron pin on the northerly R/W of said Sunburst Drive; Thence N64°16'46"W along said northerly R/W 439.00 feet to a set iron pin; Thence leaving said northerly R/W N21°09'52"E 233.65 feet to a set iron pin; Thence N89°25'44"E 301.98 feet to the point of beginning and containing 10.860 ACRES; Together with a 60 foot county road known as Sunburst Drive as shown hereon, and subject to and together with all appurtenant easements of record. Together with all rights of ownership to the low water mark of Swan Lake, pursuant to 70-16-201 and 70-20-201(5), M.C.A.

TRACT 3 of CERTIFICATE OF SURVEY NO. 6728

JAMES E. MCGRATH owns Tract 3 of Certificate of Survey No. 6728 more particularly described as follows:

Commencing at the northeast corner of the Northwest Quarter of Section 24, Township 26 North, Range 19 West, P.M., M., Lake County, Montana, which is a found aluminum cap; Thence along the north boundary of said NW1/4 S89°25'44"W 334.36 feet to a found iron pin on the southwesterly R/W of Montana Highway No. 83 and THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED: Thence southeasterly along said R/W along a curve, concave northeasterly, with a radial bearing of N61°41'18"E, a radius of 1532.50 feet, through a central angle of 20°16'19", for an arc length of 542.22 feet to a found iron pin on the east boundary of the NW1/4 of said Section 24; Thence leaving said R/W S00°08'31"E 147.11 feet to a found iron pin on the northerly R/W of a 60

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRACTS 1, 2 AND 3 OF CERTIFICATE OF SURVEY NO. 6728

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foot deeded County road known as Sunburst Drive; Thence leaving said northerly R/W and continuing along the east boundary of said NW1/4 S00°08'31"E 60.77 feet to a found pin on the southerly R/W of said Sunburst Drive; Thence leaving said southerly R/W and continuing along the east boundary of said NW1/4 S00°08'31"E 694.64 feet to a found iron pin being the southwest corner of the N1/2NE1/4 of said Section 24; Thence N89°24'14"E 203.00 feet to a found iron pin; Thence S00°08'31"E 100.47 feet to a found iron pin; Thence continuing S00°08'31"E 8.66 feet more or less the a point on the high water mark of Swan Lake; Thence westerly along said high water mark the following twenty two courses: S83°46'39"W 8.97 feet; S70°53'30"W 31.94 feet; S69°34'36"W 30.07 feet; S77°03'04"W 28.13 feet; S46°35'54"W 19.98 feet; N85°29'50"W 31.19 feet; S74°36'35"W 38.25 feet; S76°55'05"W 26.36 feet; S76°55'04"W 103.27 feet; S72°47'55"W 85.41 feet; S76°50'48"W 40.35 feet; N84°30'01"W 58.37 feet; N77°36'18"W 143.34 feet; S87°50'18"W 153.41 feet; N77°30'22"W 64.96 feet; N61°29'26"W 64.23 feet; N42°28'45"W 25.82 feet; N14°52'27"W 42.37 feet; N02°24'47"W 90.23 feet; N38°31'06"W 67.69 feet; N22°44'23"W 211.87 feet; and N30°39'04"W 19.33 feet; Thence leaving said high water mark N50°40'00"E 15.00 feet to a set iron pin; Thence continuing N50°40'00"E 245.00 feet to a set iron pin; Thence N24°30'20"E 464.61 feet to a set iron pin on the southerly R/W of said Sunburst Drive; Thence along said southerly R/W the following two courses: S64°16'57"E 124.08 feet to a found iron pin; and along a curve, concave northeasterly, with a radial bearing of N25°43'19"E, a radius of 1248.21 feet, through a central angle of 16°56'01", for an arc length of 368.90 feet to a found iron pin on the east boundary of the NW1/4 of said Section 24; Thence leaving said southerly R/W N00°08'31"W 60.77 feet to a found iron pin on the northerly R/W of said Sunburst Drive; Thence along said northerly R/W the following two courses: along a curve, concave northeasterly, with a radial bearing of N09°14'37"E, a radius of 1188.21 feet, through a central angle of 16°28'43", for an arc length of 341.74 feet to a found iron pin; and N64°16'46"W 126.05 feet to a set iron pin; Thence leaving said northerly R/W N01°16'42"W 411.52 feet to a set iron pin; Thence N89°25'44"E 111.81 feet to the point of beginning and containing 19.260 ACRES; Together with a 60 foot county road known as Sunburst Drive as shown hereon, and subject to and together with all appurtenant easements of record. Together with all rights of ownership to the low water mark of Swan Lake, pursuant to 70-16-201 and 70-20-201(5), M.C.A.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRACTS 1, 2 AND 3 OF CERTIFICATE OF SURVEY NO. 6728

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JFM

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RECITALS

WHEREAS Declarants agree to create covenants, conditions and restrictions applicable to future conveyances of the Property;

NOW THEREFORE, Declarants hereby make, declare and impose the following covenants, conditions and restrictions upon the Property which shall run with the land and be binding upon all present and future owners of any part of the Property. The Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions set forth herein.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRACTS 1, 2 AND 3 OF CERTIFICATE OF SURVEY NO. 6728

1. **Tract 1.** Any future transfer, sale or conveyance of any portion of Tract 1 which is less than the entirety of Tract 1 shall be subject to all applicable County and State subdivision regulations.
2. **Tract 2.** Any future transfer, sale or conveyance of any portion of Tract 2 which is less than the entirety of Tract 2 shall be subject to all applicable County and State subdivision regulations.
3. **Tract 3.** Any future conveyance of any portion of Tract 3 which is less than the entirety of Tract 3 shall be subject to all applicable County and State subdivision regulations.
4. **Enforceability.** The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarants and their respective legal representatives, heirs, successors or assigns, in perpetuity.
5. **Amendment.** The Declarants may waive, alter, abandon, terminate or amend this Declaration only upon written consent of the governing body.

IN WITNESS WHEREOF, Declarants have executed the foregoing Declaration on the year and date first above written.

See Signatures on Pages 6, 7 and 8 Below

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Signatures of Marlyn McGrath Lewis and Harry R. Lewis

Marlyn McGrath Lewis
Marlyn McGrath Lewis

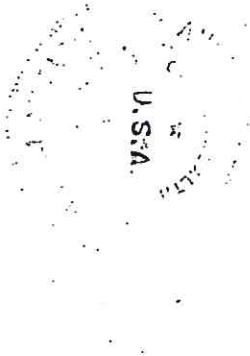
Harry R. Lewis
Harry R. Lewis

STATE OF MASSACHUSETTS)
County of Middlesex) ss.

On this 23rd day of December, 2008, before me, the undersigned, a Notary Public for the State of Massachusetts, personally appeared **MARLYN MCGRATH LEWIS** and **HARRY R. LEWIS**, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Andria Balian
Notary Public for the State of Massachusetts
Printed Name: Andria Balian
Residing at: Watertown, MA
My Commission expires: Jan 8, 2010

(Seal)



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRACTS 1, 2 AND 3 OF CERTIFICATE OF SURVEY NO 6728

494763

Signature of John T. McGrath

John T. McGrath
John T. McGrath

STATE OF MASSACHUSETTS)
County of Norfolk) ss.

On this 24 day of December, 200 , before me, the undersigned, a Notary Public for the State of Massachusetts, personally appeared **JOHN T. MCGRATH**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Jessica Cherry
Notary Public for the State of Mass
Printed Name: Jessica Cherry
Residing at: 21 Goodwin Rd Milton
My Commission expires: 9/17/09

(Seal)

JEM
Jm

Signature of James E. McGrath

494763

James E. McGrath
James E. McGrath

STATE OF MASSACHUSETTS)
County of Norfolk) ss.

On this 24 day of December, 2009, before me, the undersigned, a Notary Public for the State of Massachusetts, personally appeared **JAMES E. MCGRATH**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

(Seal)

Jessica Cheney
Notary Public for the State of Mass
Printed Name: Jessica Cheney
Residing at: 31 Garden Rd Milis
My Commission expires: 9/12/09

STATE OF MONTANA, COUNTY OF LAKE

Recorded At 11:01 O'clock A M JAN - 9 2009
Microfilm 494763 RUTH E. HODGES Recorder
Fees \$ 7.00 By Judy Puritz Deputy

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRACTS 1, 2 AND 3 OF CERTIFICATE OF SURVEY NO. 6728

SEM
JTM