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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 26th day of February, 1993, by TIMOTHY R. BIRK, hereinafter referred to as "DECLARANT",

W I T N E S S E T H:

That WHEREAS, TIMOTHY R. BIRK is the owner of real property situated in Flathead County, Montana, described herein as Exhibit "A", a copy of which is attached hereto and by this reference made a part hereof.

That WHEREAS, Declarant is desirous of subjecting all of said property hereinabove described on Exhibit "A" 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 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 Declarant, being the owner of all of the real property above-described, hereby declares 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

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 hereinabove described, or any parcel thereof, and with their heirs and 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 thereon.

ARTICLE I. DEFINITIONS

Section 1. "Declarant" herein mentioned is TIMOTHY R. BIRK, an individual, and his heirs and assigns.

Section 2. "Owner" shall mean and refer to the person or persons owning a parcel of land in fee simple, absolute, individually or as a co-owner in any real estate tenancy relationship recognized under the laws of the State of Montana, including a unit ownership pursuant to a recorded unit ownership declaration.

Section 3. "Committee" shall mean and refer to the Declarant, as owner of the parcels herein, provided that at

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anytime the Committee membership may be designated by vote of the owners of the land described in Exhibit "A" pursuant to the same procedure as provided for in Amendment of these Articles as set forth in Article V herein entitled AMENDMENT.

ARTICLE II. ARCHITECTURAL COMMITTEE

The following Protective Covenants are designed to provide a uniform plan for the development of the land described in Exhibit "A". They shall constitute a covenant running with the land described in Exhibit "A".

Section 1. Architectural Committee: 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 Committee. All plans for the construction of any building, private road or driveway, fence, wall or other structure to be erected upon any lot and the proposed location thereof upon any lot and any change, after approval thereof, any remodeling, reconstruction, alteration or addition to any building, road, driveway, or other structure upon any lot in said premises, shall require written approval of said Architectural Committee. Before beginning the construction of any building, road or driveway, fence, wall or other structure whatsoever, or remodeling, reconstruction or altering such road, driveway or structure upon any lot, the person or persons desiring to effect, construct or modify the same shall submit to the Architectural Committee, a complete set of plans and specifications thereof including front, side, and rear elevations, floor plans for each floor and basement, exterior color schemes, a block or plot plan indicating and fixing the exact location of such structure or such altered structure on the grading plan if requested. A reasonable fee shall be paid to the Architectural Committee with such plans, said fee to be set by said Committee. (Preliminary sketch of plan may be submitted prior to the execution of detailed drawings).

In the event the proposed improvement shall be one for repainting or redecorating the exterior of such structure without remodeling or changing it, or making additions thereto, it shall only be necessary to file one color scheme of such proposed work and have the same approved prior to the commencement of such work.

Section 2. Approval by Committee: Approval by the Architectural Committee of all exterior plans and specifications must be submitted for approval in writing, and shall not be deemed to be a waiver by the Committee of the right to object to any of the features or elements embodied in such plans or specifications, if and when the same features

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or elements are embodied in any subsequent plans or specifications submitted for approval for use on other building sites. 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 to the Declaration shall be deemed to have been fully complied with. Committee may, at any time, inspect any building or property located in said subdivision for the purpose of determining whether the exterior of said building conforms to these covenants. Approval of such plans and specifications shall be evidenced by written endorsement on such plans or specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective building, road, driveway or other structure is contemplated, prior to the beginning of such construction. No changes or deviations in or from such plans and specifications as approved, shall be made without the prior written consent of the Committee, and construction shall be completed within one (1) year from date of approval of said plans and specifications.

Structural engineering shall be the responsibility of the owner. The Committee may waive such provisions contained in these covenants as they deem appropriate. In passing upon any plans and specifications submitted to it, the Committee shall consider:

- a) Suitability of the improvement and materials of which it is to be constructed to the site upon which it is to be located;
- b) The nature of the adjacent neighboring improvements;
- c) The quality of the materials to be utilized in any proposed improvements; and
- d) The effect of any proposed improvement on the adjacent or neighboring property.

In passing on any plans and specifications, it shall be an objective of the Committee to make certain that no improvement will be so similar or so dissimilar to others in the vicinity that values, monetary or aesthetic, will be impaired, and to maintain for the benefit of the Committee and all subsequent individual lot owners, the nature character of the land and to require that all man-made structures blend into the natural background rather than stand out against it.

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The Committee shall further consider the following architectural guidelines:

A. RESTRICTIONS AS TO LAND USE AND IMPROVEMENTS:

1. Residential: The land set forth in Exhibit "A" shall be used for residential uses only.

2. Lot Size: No lot shall be smaller in size than five (5) acres.

3. Density: Multi-family residential is permitted, provided that in no event may there be more than one residential unit whether single family, or multi-family per five (5) acres.

B. BUILDING SIZE: Each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications.

These specifications shall consist of the following minimum square footages: (1) Multi-level dwelling: 1st floor 1,200 sq. ft., 2nd floor 200 sq. ft. or 1400 sq. ft. on one level for living area plus at least an enclosed two (2) car garage. Garage may be incorporated with hangar. The basement, porch, steps and garage shall not be considered part of the living area. Structure height cannot exceed a 10 to 1 ratio based on distance from runway easement, to-wit: the height of any structure otherwise permitted under these covenants and with the written approval of the Architectural Committee shall not exceed one (1) foot in vertical height from the ground for every ten (10) feet of lateral distance from the edge of the aircraft runway easement.

C. UTILITIES: All utilities including but not limited to power, electric, and telephone shall be underground.

D. HANGARS: The number of hangars shall be limited to one hangar per residential unit and each hangar may accommodate a maximum of three (3) airplanes; provided that in no event shall there be more than one (1) hangar per five (5) acres of land. Each hangar design and construction shall meet with the approval of the Architectural Committee.

E. BULK FUEL: Quantities of fuel for purposes of fueling aircraft shall not be stored in containers exceeding 55 gallons and shall be stored in an enclosed structure.

F. TRAINING: The aircraft runway easement shall not be used as a training airstrip whatsoever, except by the owners of the property set forth in Exhibit "A".

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G. LIVESTOCK: No livestock, or fowl of any kind shall be kept, raised or bred except dogs, cats and other domestic animals normally housed within dwellings and not kept for commercial purposes. Other animals allowed shall be llamas, ostriches and horses, and shall not exceed two (2) per five (5) acres. All aforementioned animals shall always be contained within approved fencing, leashed or under owners' control at all times. Strict disposal of animal waste shall be adhered to, and all hay, straw or feed shall be enclosed to control pests which may be a health hazard or otherwise in violation of these covenants.

H. FENCES: Fences shall be constructed of materials that conform with the specifications of other buildings and structures as set forth in these covenants and must be approved in writing. Barbed wire fences are prohibited.

I. PROPERTY OWNERS ASSOCIATION: The owners of the property set forth in Exhibit "A" may form a Property Owners Association for the purpose of adopting rules and regulations for the construction, maintenance, and operation of the roadways and runways, provided that any such regulation shall not be inconsistent with the covenants and restrictions set forth herein.

J. SIGNS: No signs, billboards or other advertising structure of any kind shall be erected, constructed or maintained on any Parcel for any purpose whatsoever, except such signs as have been approved by the Architectural Committee for identification of residences.

K. AIRCRAFT SAFETY SETBACK EASEMENT: There is an aircraft safety setback open space requirement of Fifty (50) feet from the edge of the aircraft runway easement. All the vertical air spacerights from ground zero within the fifty (50) foot air safety setback easement are held in common by all the owners of the property set forth in Exhibit "A" for the common use of unobstructed flight and passage of aircraft. No structures of any kind are permitted in this Fifty (50) foot air safety setback easement other than those structures required for safety purposes including, but not limited to wind socks, safety lighting, markers and reflectors.

L. AIRCRAFT RUNWAY EASEMENT: There is a One Hundred Twenty (120) foot aircraft runway easement held in common by all the owners of the property set forth in Exhibit "A" for the unobstructed use for aircraft landing, aircraft takeoff, and the unobstructed passage or flight of aircraft over and across said One Hundred Twenty (120) foot air runway easement inclusive of the vertical airspace from ground level. No structures of any kind are permitted in this One Hundred Twenty (120) foot aircraft runway easement other than those structures required for safety purposes including, but not

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limited to wind socks, safety lighting, markers and reflectors.

M. LANDSCAPING: All surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses; but the Architectural Committee may approve construction of gardens, lawns and exterior living areas.

N. TEMPORARY STRUCTURES: No structure of a temporary character, or trailer, or mobile home, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

Q. CONTINUITY OF CONSTRUCTION: All structures shall have the exterior completed within twelve (12) months of commencement of construction unless an exception is granted in writing by the Architectural Committee.

R. NUISANCE: No noxious or offensive activity shall be carried on nor shall anything be done or permitted which shall constitute a public nuisance therein.

S. VEHICLES: Aircraft, motor homes, pickup campers, pickups that carry campers, pickup campers not in use, large trucks, boats, snowmobiles, trailers and other recreational vehicles, or unsightly vehicles, whether licensed or unlicensed shall not be parked or allowed to remain on the property described in Exhibit "A" or along common roadways and shall be placed within an enclosed structure approved by the Architectural Committee provided that aircraft are exempted from this paragraph until January 1, 2000.

T. BURNING: Open fires are not permitted on the property except for the normal burning of reasonable yard and garden cleanup with proper permit, if required from local authorities. Outdoor barbecues are not an open fire within the meaning hereof.

U. GARBAGE: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in covered, reasonably airtight containers. Such containers must be kept in a garage or other enclosed area.

ARTICLE III. ENFORCEMENT

Section 1. Interested Parties: 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 this Declaration. The method of enforcement may include proceedings to enjoin the violation, to recover damages, or

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both. Failure by any owner to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

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


ARTICLE IV. TERM

The provisions of these protective covenants are to run with the land and shall be binding upon all parties and all persons claiming under them, for a period of twenty (20) years from the date they are recorded, after which time said protective covenants shall be automatically extended for successive periods of ten (10) years unless an instrument executed by the owners of seventy-five percent (75%) of the land described in Exhibit "A", has been recorded agreeing to terminate said protective covenants or change them in whole or in part. Each parcel of land, regardless of size or of any deeded ownership interest in a multi-family residential unit shall be entitled to one vote under this Article.

ARTICLE V. AMENDMENT

This Declaration may be amended by an instrument signed by the owners of Seventy-five Percent (75%) of the land described in Exhibit "A", which instrument has been recorded, agreeing to such amendment. Each parcel of land, regardless of size or of any deeded ownership interest in a multi-family residential unit shall be entitled to one vote under this Article.

IN WITNESS WHEREOF, the Declarant has executed this instrument the day and year first above written.


Timothy R. Birk

STATE OF MONTANA)
I ss.
County of Flathead)

On this 20th day of February, 1993, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Timothy R. Birk, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and

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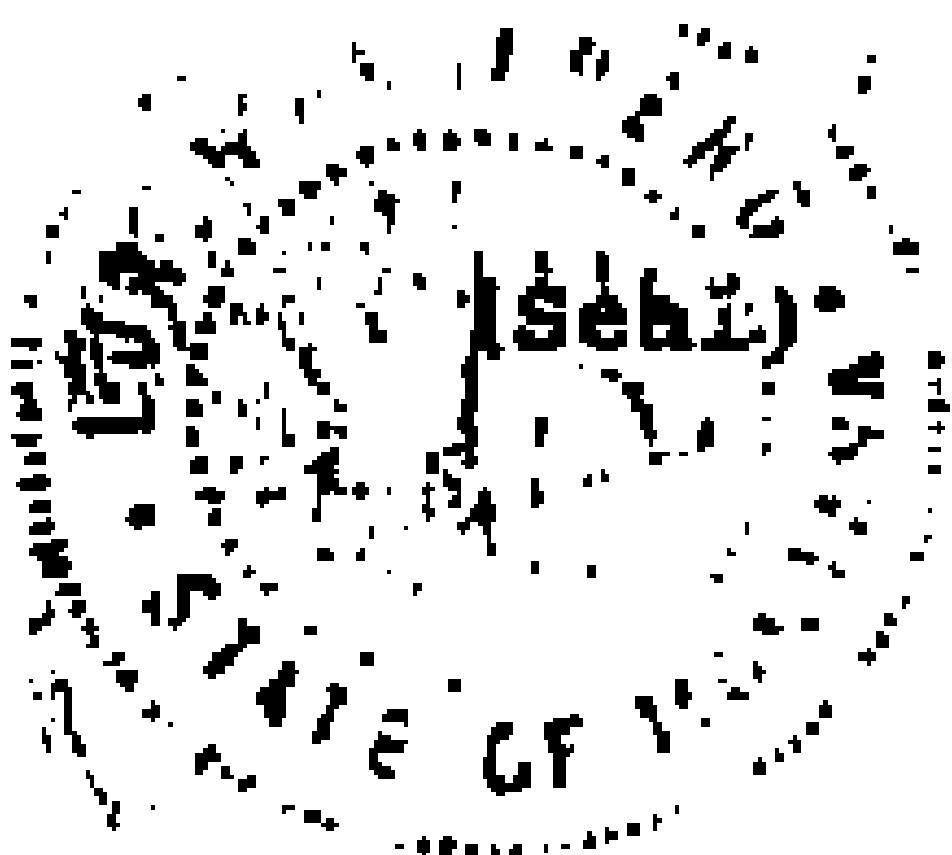
FEB-22-93 MON 1:24 ASTLE & ASTLE

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affixed my Notarial Seal, the day and year in this certificate first above written.



[Signature]
Notary Public for the State of MT
Residing at Kalispell, Montana
My commission expires 1-25-95

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EXHIBIT "A"

Tract 1:

The Northeast Quarter (NE $\frac{1}{4}$) of Section 7, Township 27 North,
Range 20 West, M.P.M., Flathead County, Montana.

EXCEPTING THEREFROM:

A tract of land in the Northeast Quarter of the Northeast
Quarter of said Section 7, more particularly described as
follows:

Commencing at the Northwest corner of said Section 7; thence
South 89°43'00" East and along the North boundary of said
Section 7 a distance of 4213.10 feet to the true point of
beginning of the tract of land herein described; thence
continuing along said North boundary
South 89°43'00" east a distance of 328.49 feet to a point;
thence leaving said North boundary
South 00°17'00" West a distance of 228.14 feet to a point;
thence
South 32°04'06" West a distance of 249.56 feet to a point;
thence
North 89°43'00" West a distance of 197.04 feet to a point;
thence
North 00°17'00" East a distance of 440.27 feet to the point
of beginning.

Tract 2:

The Southeast Quarter (SE $\frac{1}{4}$) of Section 7, Township 27 North,
Range 20 West, M.P.M., Flathead County, Montana.

Return to: Tim Burk
PO Box 1339
Kalispell, MT 59903

STATE OF MONTANA,
County of Flathead

SS

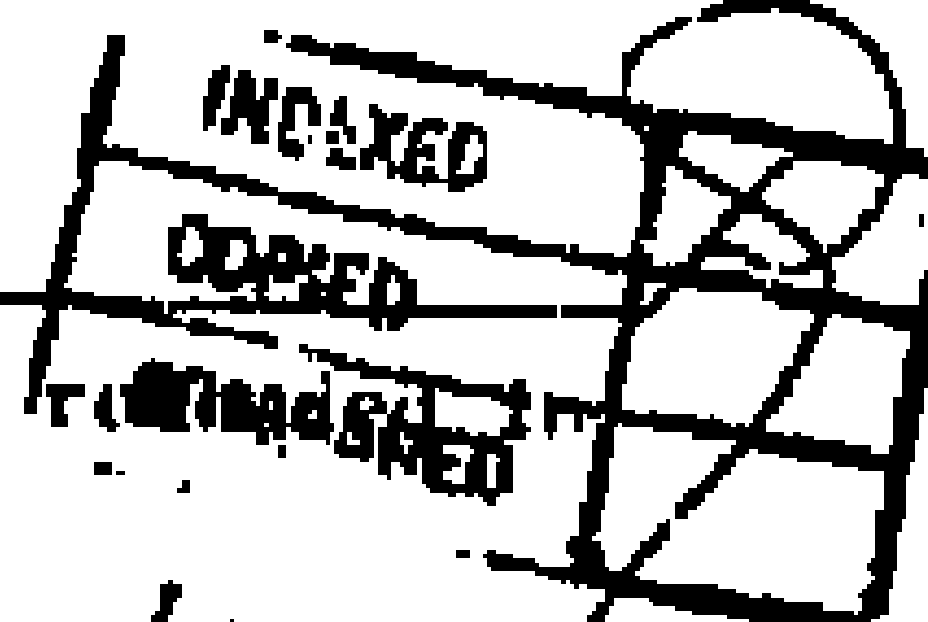
Recorded at the request of CGTC
this 9 day of Mar. 1993 at 11:54 o'clock A.M. and
the records of Flathead County, State of Montana.
Fee \$ 54.00 Pd.

RECEPTION NO 9306811540

RETURN TO _____

Susan H. Haverfield
Flathead County Clerk and Recorder

Cherie R. Chase
Deputy



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**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AGREEMENT is made this 13 day of July, 2000, by the undersigned, being record owners of the lots of real property, more particularly described as follows:

The Northeast Quarter (NE1/4) of Section 7, Township 27 North, Range 20 West, M.P.M., Flathead County, Montana, more particularly described in "Exhibit A" attached hereto and by reference made a part hereof,

the original Declaration of Covenants, Conditions and Restrictions having been recorded March 9, 1993 under Reception No. 9306811540, records of Flathead County, Montana.

1. The undersigned amend the Declaration of Covenants, Conditions and Restrictions recorded under Reception No. 9306811540 by the replacement and substitution of the provisions, in their entirety, of the following paragraphs in ARTICLE II:

"A. RESTRICTIONS AS TO LAND USE AND IMPROVEMENTS:

1. Residential: The real property set forth in "Exhibit A", attached hereto, shall be used for residential uses only.

"2. Lot Size: The restriction for lot size is dependant upon density as provided in paragraph 3 below."

"3. Density: Except as provided in paragraph 3. (a) below, there shall be no more than one (1) residential unit per five (5) acres, i.e., a 5-acre lot can only have one residential unit; a 15-acre lot can only have three residential units. A residential unit is defined as a single family dwelling. A duplex dwelling is considered two residential units. Cluster residential development is encouraged to provide a residential theme in the rural environment.

(a) The property described in "Exhibit B", attached hereto, consisting of a total of approximately twenty-five (25) acres, shall be allowed six (6) residential units and six (6) hangers. A community center structure with related activities, together with an additional hanger, shall also be permitted upon said property described in "Exhibit B".

B. BUILDING SIZE: Each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications.

These specifications shall consist of the following minimum square footage: (1) multi-level dwelling: 1st floor 1,200 sq. ft., 2nd floor 200 sq. ft. or 1400 sq. ft. on one level for living area plus at least an enclosed two (2) car garage. Garage may be incorporated with hangar. The basement, porch, steps and garage shall not be considered part of the living area. Structure height cannot exceed a 7 to 1 ratio based on distance from runway easement, to-wit: the height of any structure otherwise permitted under these covenants and with the written approval of the Architectural Committee shall not exceed one (1) foot in vertical height from the ground for every seven (7) feet of lateral distance from the edge of the aircraft runway easement.

2. The undersigned also amend the Declaration of Covenants, Conditions and Restrictions recorded under Reception No. 9306811540 by deleting in its entirety, paragraph I. of ARTICLE II:

3. The undersigned also amend the Declaration of Covenants, Conditions and Restrictions recorded under Reception No. 9306811540 by adding the following ARTICLE IV:

"A. Home Owners Association: The owners of the property set forth in "Exhibit A" may form a Homeowners Association, a nonprofit corporation. Each person who is an owner or purchaser of a lot under a contract for deed, or similar instrument lot shall automatically be and become a member of the Homeowners Association. Membership shall be appurtenant to and not separate from ownership of each lot. There shall be one voting owner of each lot and each lot shall be entitled to one vote in the Association. When more than one person holds an interest in any lot, all such persons shall be members but the vote for each lot shall be exercised as the owners may determine among themselves, but in no event shall there be more than one vote for each lot.

The Homeowners Association shall have the authority to exercise all rights and powers conferred by law upon nonprofit corporations that are for the common benefit of the lots of said property and are not in conflict with these Declaration of Covenants, Conditions and Restrictions. In addition to any owner, the Homeowners Association shall have the option and right to enforce this Declaration of Covenants, Conditions and Restrictions.

B. Water Users Association: The owners of the property set forth in "Exhibit C", attached hereto and by reference made a part hereof, may form a Water Users Association, a nonprofit corporation, or any other entity that is in the best interests of the owners. The purpose of the Water Users Association is to own, operate, maintain and regulate a community water system, including well(s), pump(s), well casing, pump house(s), storage facility, distribution system and other related equipment. Members of the Water Users Association shall be those lot owners in "Exhibit C". Membership shall be appurtenant to and not separate from ownership of each lot. There shall be one voting owner of each lot and each lot shall be entitled to one vote in the Association. When more than one person holds

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an interest in any lot, all such persons shall be members but the vote for each lot shall be exercised as the owners may determine among themselves, but in no event shall there be more than one vote for each lot.

In the event a member of the Association fails to pay assessments or charges established by the Association, the Association has the right to shut off and discontinue the water supply until payment is made. The Association shall have the right of access onto said member's lot to discontinue the water supply, if necessary.

The Water Users Association shall have the authority to exercise all rights and powers conferred by law upon the nonprofit corporation for the common benefit of the lots of said property in "Exhibit C" and not in conflict with the Declaration of Covenants, Conditions and Restrictions.

The water distributed to each lot by the community water system shall be sufficient for domestic household purposes, exclusive of irrigation, as defined by the Montana Department of Environmental Quality approved water system documentation for the property.

Lot owners are allowed to supplement their water supply by other individual water systems, provided it does not adversely affect the performance of the community water system. There shall be no cross connection of the individual water systems with the community system.

4. The undersigned amend the Declaration of Covenants, Conditions and Restrictions recorded under Reception No. 9306811540 by changing ARTICLE IV, TERM to ARTICLE V, TERM; all provisions remain the same.

5. The undersigned amend the Declaration of Covenants, Conditions and Restrictions recorded under Reception No. 9306811540 by changing ARTICLE V, AMENDMENT to ARTICLE VI, TERM; all provisions remain the same.

Except as amended hereto, said Declaration of Covenants, Conditions and Restrictions, recorded March 9, 1993 under Reception No. 9306811540, records of Flathead County, Montana, shall remain in full force and effect.

The undersigned represent 75% or more of the owners of the land described in "Exhibit A" attached hereto.

DATED this 13 day of July, 2000.

EXHIBIT "A"

Tract 1:

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The Northeast Quarter (NE $\frac{1}{4}$) of Section 7, Township 27 North,
Range 20 West, M.P.M., Flathead County, Montana.

EXCEPTING THEREFROM:

A tract of land in the Northeast Quarter of the Northeast
Quarter of said Section 7, more particularly described as
follows:

Commencing at the Northwest corner of said Section 7; thence
South 89°43'00" East and along the North boundary of said
Section 7 a distance of 421.12 feet to the true point of
beginning of the tract of land herein described; thence
continuing along said North boundary

South 89°43'00" east a distance of 328.49 feet to a point;
thence leaving said North boundary

South 00°17'00" West a distance of 228.14 feet to a point;
thence

South 32°04'06" West a distance of 249.56 feet to a point;
thence

North 89°43'00" West a distance of 197.04 feet to a point;
thence

North 00°17'00" East a distance of 440.27 feet to the point
of beginning.

Tract 2:

The Southeast Quarter (SE $\frac{1}{4}$) of Section 7, Township 27 North,
Range 20 West, M.P.M., Flathead County, Montana.

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Exhibit "B"

A tract of land located in the Southeast Quarter of the Northeast Quarter of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana, and more particularly described as follows:

Commencing at the center East 1/16th corner of said Section 7; thence South 89°32'05" East, on and along the South boundary of said Southeast Quarter of the Northeast Quarter, a distance of 705.01 feet to a point and which point is the True Point of Beginning; thence continuing South 89°32'05" East, on and along said South boundary a distance of 618.23 feet to a point, which point is the East Quarter corner of said Section 7; thence North 01°01'14" East, on and along the East boundary of said Southeast Quarter of the Northeast Quarter, a distance of 60.00 feet to a point; thence North 89°32'05" West, and leaving said East boundary a distance of 37.46 feet to a point; thence North 30°54'07" West, a distance of 1242.38 feet to a point; thence North 89°05'02" West, a distance of 630.84 feet to a point, which point lies on the West boundary of said Southeast Quarter of the Northeast Quarter; thence South 00°54'58" West, on and along said West boundary, a distance of 710.51 feet to a point; thence South 89°32'05" East and leaving said West boundary a distance of 368.07 feet to a set 5/8" re-bar; thence South 38°19'00" East a distance of 532.72 feet to the True Point of Beginning.

AND

A tract of land located in the Southeast Quarter of the Northeast Quarter of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana, and more particularly described as follows:

Commencing at the center East 1/16th corner of said Section 7 and which point is the True Point of Beginning; thence North 00°54'58" East, on and along the West boundary of said Southeast Quarter of the Northeast Quarter, a distance of 415.29 feet to a point; thence South 89°32'05" East, and leaving said West boundary a distance of 368.07 feet to a set 5/8" re-bar; thence South 38°19'00" East, a distance of 532.72 feet to a set 5/8" re-bar and which point lies on the South boundary of said Southeast Quarter of the Northeast Quarter; thence North 89°32'05" West, on and along said South boundary a distance of 705.01 feet to the True Point of Beginning.

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Exhibit "C"

Tract 1:

The East Half (E1/2) of Section 7, Township 27 North, Range 20 West, M.P.M., Flathead County, Montana;

EXCEPTING THEREFROM a tract of land in the Northeast Quarter of the Northeast Quarter of said Section 7, more particularly described as follows: Commencing at the Northwest corner of said Section 7; thence South 89°43'00" East and along the North boundary of said Section 7 a distance of 4217.10 feet to the true point of beginning of the tract of land herein described; thence continuing along said North boundary South 89°43'00" East a distance of 328.49 feet to a point; thence leaving said North boundary South 00°17'00" West a distance of 228.14 feet to a point; thence South 32°04'00" West a distance of 249.56 feet to a point; thence North 89°43'00" West a distance of 197.04 feet to a point; thence North 00°17'00" East a distance of 440.27 feet to the point of beginning;

EXCEPTING THEREFROM a tract of land located in the East Half of the Northeast Quarter of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana, more particularly described as follows: Commencing at the Northeast Section corner of said Section 7, indicated by a found 5/8" re-bar and which point is the true point of beginning; thence South 01°01'14" West, on and along the East boundary of said East Half of the Northeast Quarter a distance of 2594.08 feet to a point; thence North 89°32'05" West and leaving said East boundary a distance of 37.46 feet to a point; thence North 30°54'07" West a distance of 1242.38 feet to a point; thence North 03°35'45" East a distance of 959.47 feet to a point; thence North 36°52'33" West a distance of 166.60 feet to a found 5/8" re-bar; thence North 32°03'10" East a distance of 249.58 feet to a found 5/8" re-bar; thence North 00°15'38" East a distance of 228.06 feet to a point which point lies on the North boundary of said East Half of the Northeast Quarter; thence South 89°43'00" East on and along said North boundary a distance of 628.03 feet to the true point of beginning;

This tract contains 32.506 acres and subject to and together with two 60-foot declared county roads being Manning Road on the North and Farm Road on the East and subject to and together with all appurtenance easements of record.

ALSO EXCEPTING THEREFROM the East Half of the Southeast Quarter (SE1/4) of Section 7, Township 27 North, Range 20 West, M.P.M., Flathead County, Montana.

Russel F. Nicol

Russel F. Nicol
Staggerwing Subdivision, Lot 1

Artik R. Berdimurat

Artik R. Berdimurat
Staggerwing Subdivision, Lot 2

Russel F. Nicol

Russel F. Nicol
Staggerwing Subdivision, Lot 3

Russel F. Nicol

Russel F. Nicol
Staggerwing Subdivision, Lot 4

Pack & Company

By [Signature]

Tract 4A

Richard T. McAdams

Richard T. McAdams
Tract 4B

Douglas E. Nash

Douglas E. Nash
Tract 4

Leonard Douglas Doten

Leonard Douglas Doten
Tract 4CA

Robert N. Edwards

Robert N. Edwards
Tract 4CA

Kenneth L. Torgerson

Kenneth L. Torgerson
Tract 4C

Robert F. Buckles by Debra G. Weist

Robert F. Buckles
Tract 5CA Attorney in Fact

William C. Paullin

William C. Paullin
Tract 5C

Adam Michael Steinke

Adam Michael Steinke
Tract 5FA by Richard A. Steinke
Legal Guardian

David Tyler Steinke

David Tyler Steinke
Tract 5FC by Richard A. Steinke
Legal Guardian

Thelma Keys Nicol

Thelma Keys Nicol
Staggerwing Subdivision, Lot 1

Nancy L. Berdimurat

Nancy L. Berdimurat
Staggerwing Subdivision, Lot 2

Thelma Keys Nicol

Thelma Keys Nicol
Staggerwing Subdivision, Lot 3

Thelma Keys Nicol

Thelma Keys Nicol
Staggerwing Subdivision, Lot 4

Cathy J. Nash

Cathy J. Nash
Tract 4

Helen G. Doten

Helen G. Doten
Tract 4CA

Ann R. Edwards

Ann R. Edwards
Tract 4CA

Brian M. Yule by Debra G. Weist

Brian M. Yule
Tract 5E Attorney in Fact

Kathryn A. Buckles by Debra G. Weist

Kathryn A. Buckles
Tract 5CA Attorney in Fact

Carol A. Keys

Carol A. Keys
Tract 5C

Debbie Steinke

Debbie Steinke
Tract 5FB

Richard A. Steinke

Richard A. Steinke

Richard Steinke

Richard Steinke
Tract 5F

200019614270

William C. Paullin
William C. Paullin
Tract 5A

Tim Birk
Tim Birk
Tract 5+

John Shryock
John Shryock
Tract 5G

John Shryock
John Shryock
Tract 5GA

Edward D. Sarkinen
Tract 3B

Elaine M. Sarkinen
Tract 3B

Edward D. Sarkinen
Tract 3BA

Elaine M. Sarkinen
Tract 3BA

Edward D. Sarkinen
Tract 3C

Elaine M. Sarkinen
Tract 3C

Edward D. Sarkinen
Tract 3D

Elaine M. Sarkinen
Tract 3D

Edward D. Sarkinen
Tract 3A

Elaine M. Sarkinen
Tract 3A

James O. Kelley
James O. Kelley
Sky Ranch Tracts, Lot 1

James O. Kelley
James O. Kelley
Sky Ranch Tracts, Lot 2

James O. Kelley
James O. Kelley
Sky Ranch Tracts, Lot 3

Dennis J. Zimmer
Dennis J. Zimmer
Sky Ranch Tracts, Lot 4

Carol A. Zimmer
Carol A. Zimmer
Sky Ranch Tracts, Lot 4

STATE OF MONTANA)

County of Flathead) ss.

This instrument was acknowledged before me on the 27th day of March, 2000, by
Russell P. Nicol and Thelma Keys Nicol.



Bill Eugene Anderson
Notary Public for the State of Montana
My Commission expires 9-15-2003

200019614270

George Shryock
George Shryock
Tract 5GA

Rosa Maria Shryock
Rosa Maria Shryock
Tract 5GC

Pack & Company, Inc.

By Amelia H. Pack
Tract 4A

Cathy Nash
Cathy Nash
Tract 4

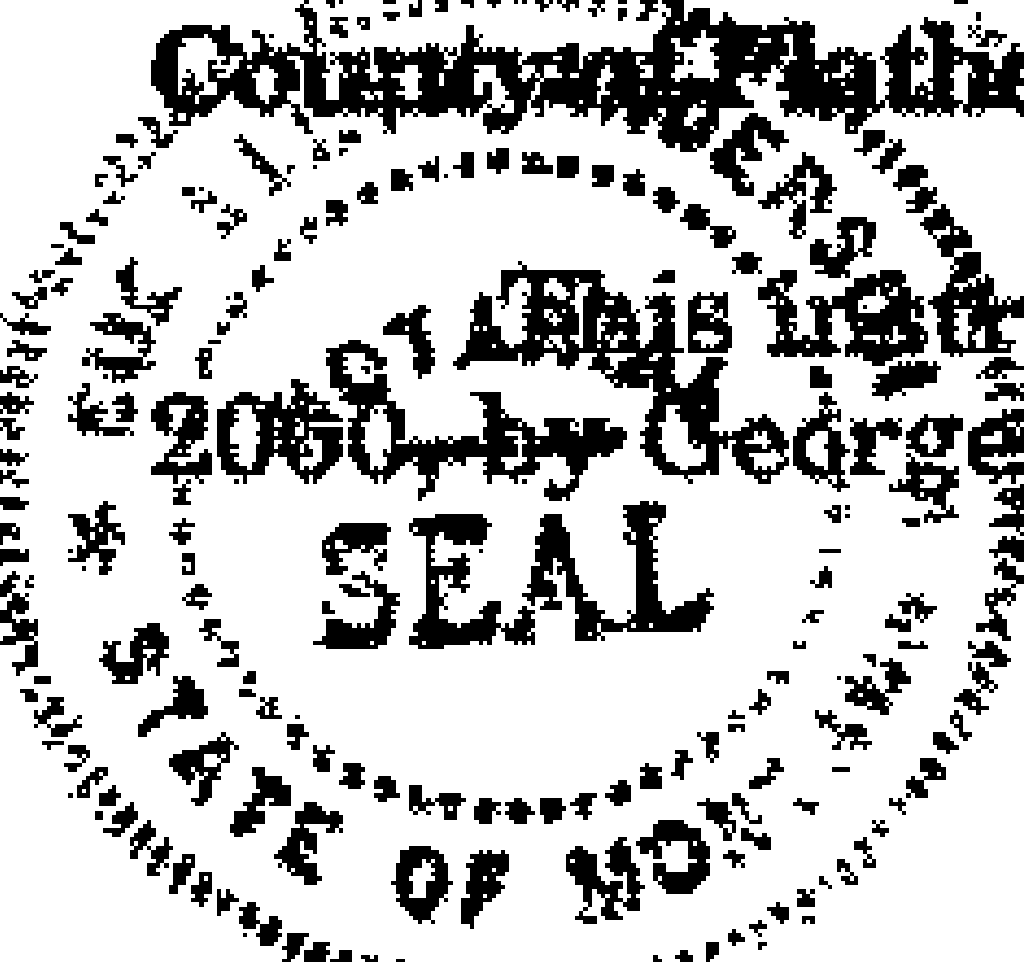
Richard T. McAdams, Sr.
Richard T. McAdams, Sr.
Tract 4D

Tim Birk
Tim Birk
Tract 5

STATE OF MONTANA)

: ss.

County of Flathead)



This instrument was acknowledged before me on the 7th day of July, 2000, by George Shryock and Rosa Maria Shryock.

Sue Ellen Anderson
Notary Public for the State of Montana
My Commission expires 9-15-2003

STATE OF MONTANA)

: ss.

County of Flathead)

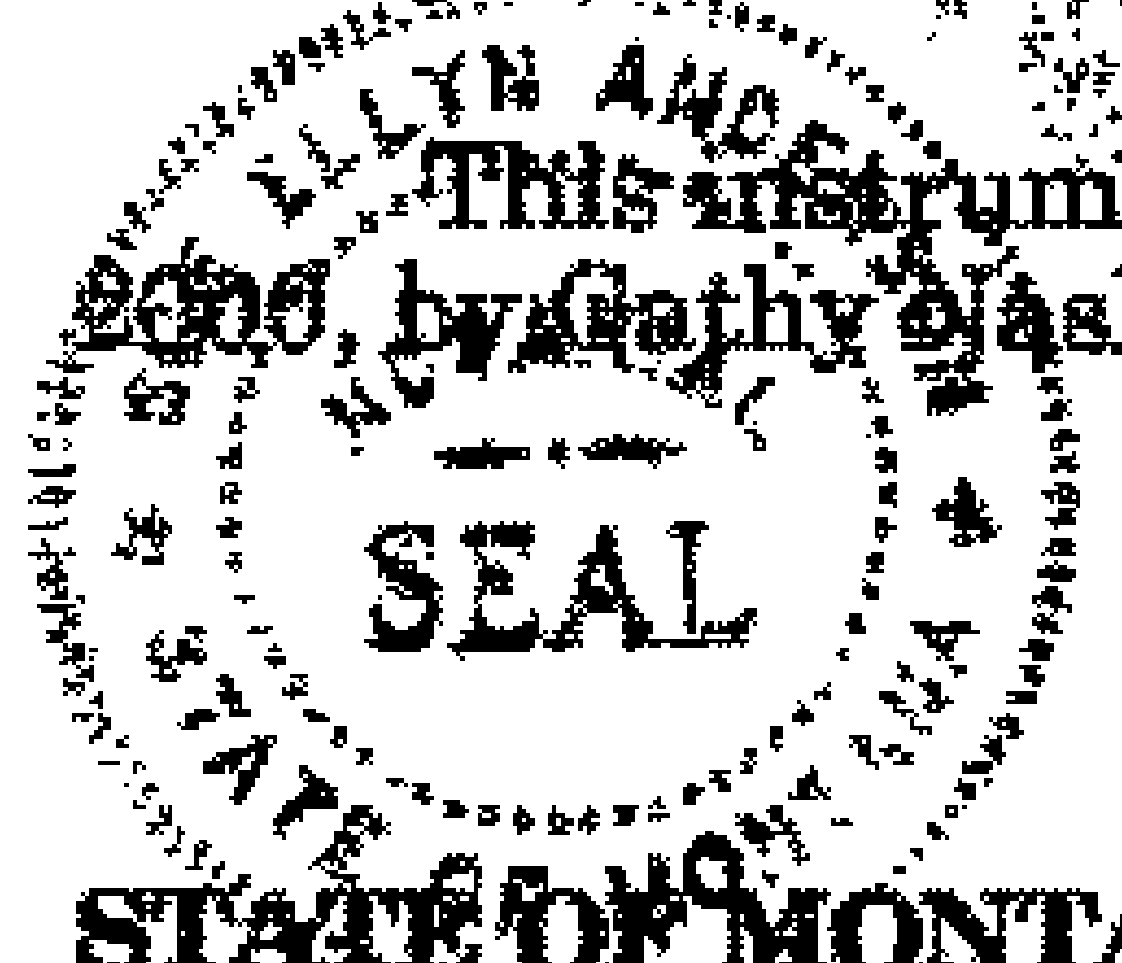
This instrument was acknowledged before me on the 13th day of July, 2000, by James P. Raych, the President of Pack & Company, Inc. and the person who executed the foregoing instrument on behalf of such company, and acknowledged to me that said company executed the same.

Sue Ellen Anderson
Notary Public for the State of Montana
My Commission expires 9-15-2003

STATE OF MONTANA)

: ss.

County of Flathead)



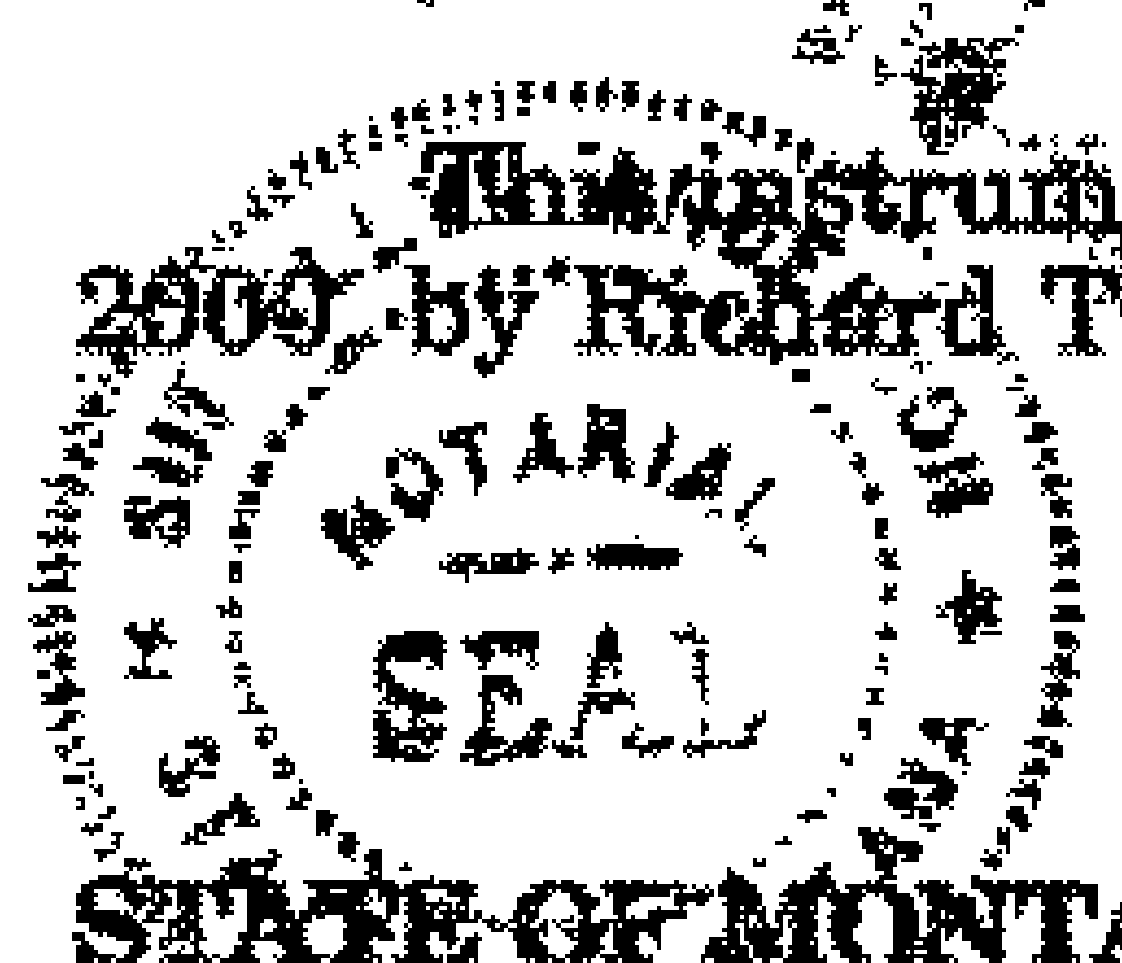
This instrument was acknowledged before me on the 8th day of July, 2000, by Cathy Nash.

Sue Ellen Anderson
Notary Public for the State of Montana
My Commission expires 9-15-2003

STATE OF MONTANA)

: ss.

County of Flathead)



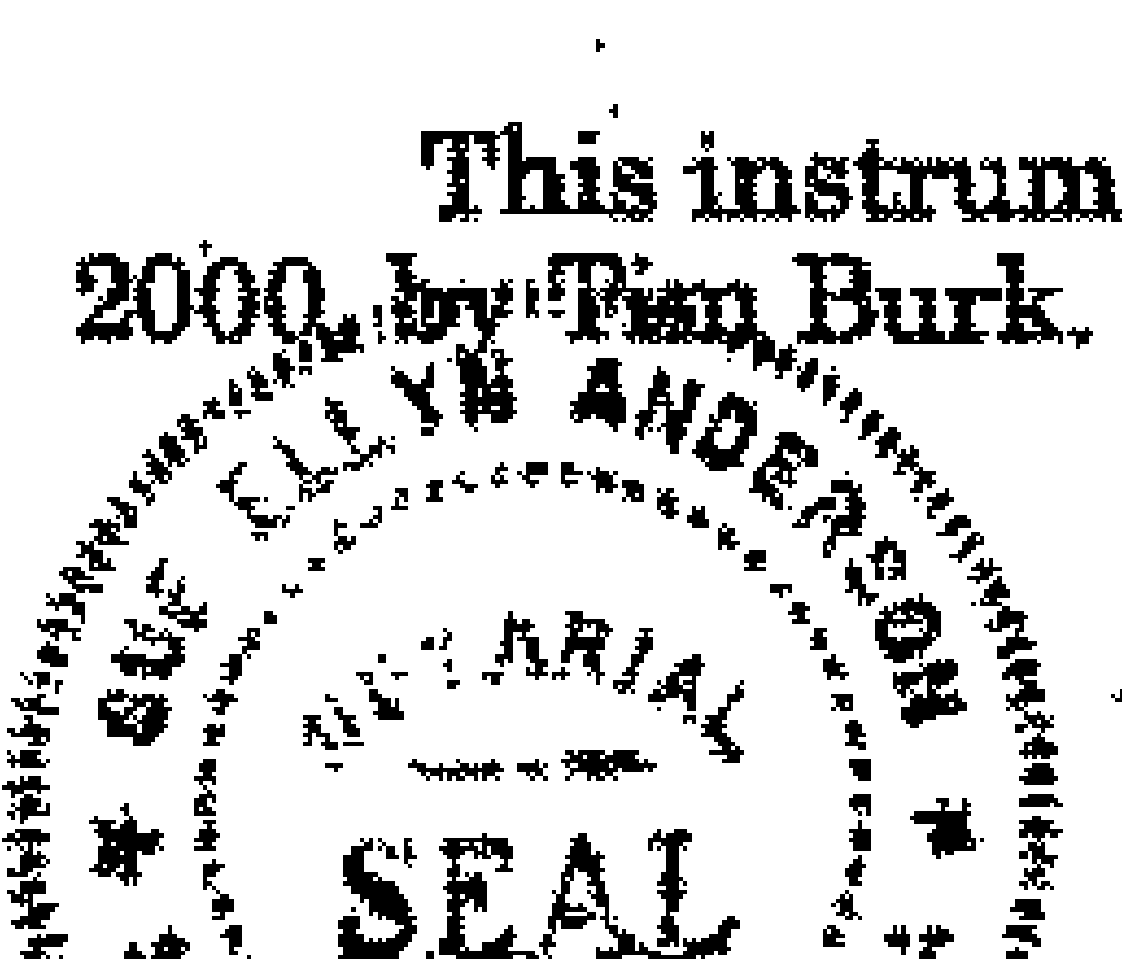
This instrument was acknowledged before me on the 16th day of July, 2000, by Richard T. McAdams, Sr.

Sue Ellen Anderson
Notary Public for the State of Montana
My Commission expires 9-15-2003

STATE OF MONTANA)

: ss.

County of Flathead)



This instrument was acknowledged before me on the 16th day of July, 2000, by Tim Burk.

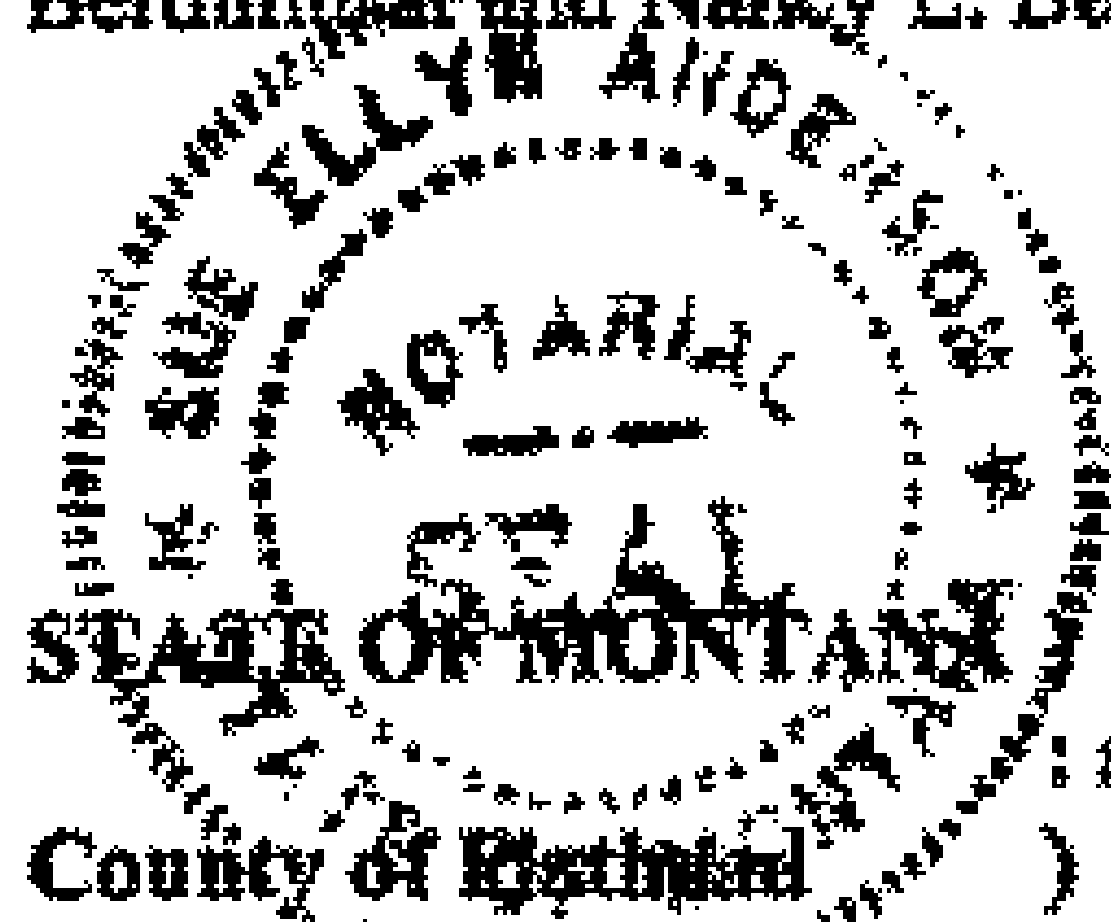
Sue Ellen Anderson
Notary Public for the State of Montana
My Commission expires 9-15-2003

STATE OF MONTANA)

2000196 14270

County of Flathead)

This instrument was acknowledged before me on the 10th day of April, 2000, by Artik R. Berdimurat and Nancy L. Berdimurat.



Sue Elynn Anderson
Notary Public for the State of Montana
My Commission expires 9-15-2003

County of Flathead)

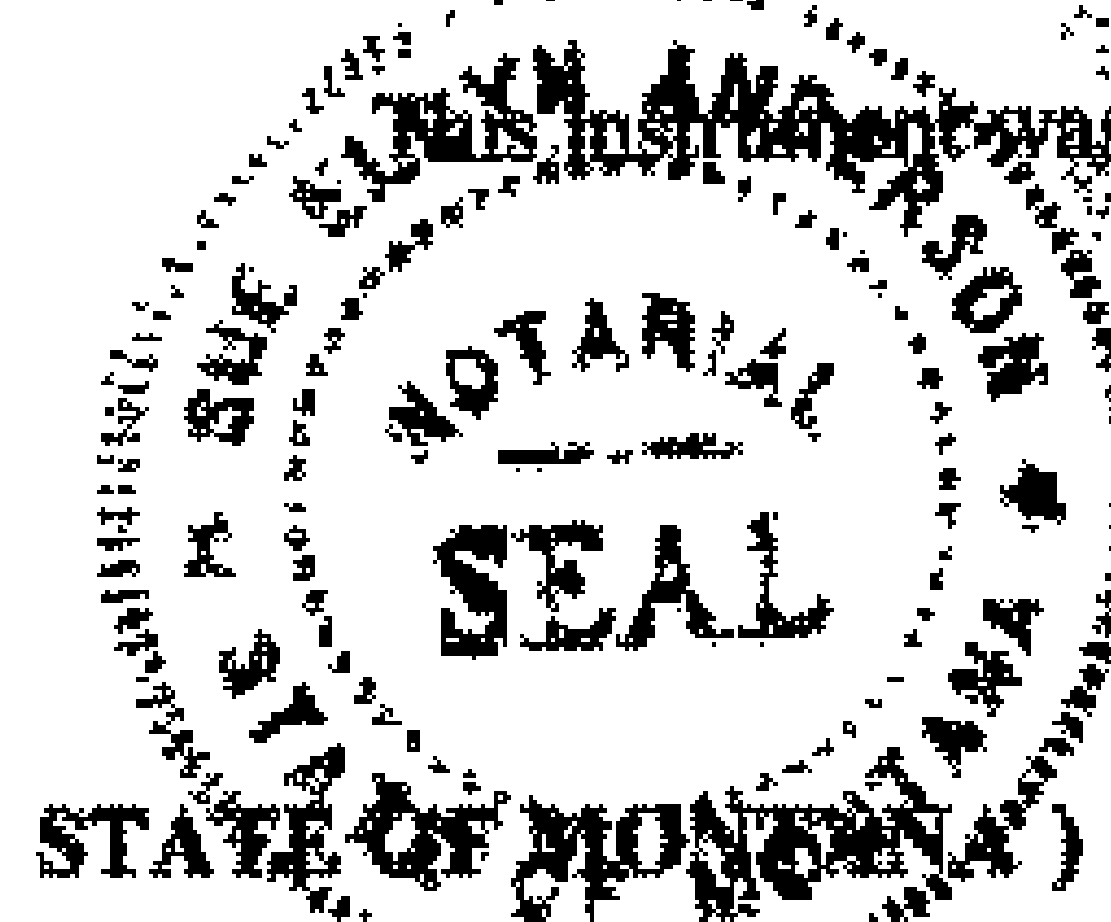
This instrument was acknowledged before me on the 3rd day of March, 2000, by William C. Pauline.



Sue Elynn Anderson
Notary Public for the State of Montana
My Commission expires 9-15-2003

County of Flathead)

This instrument was acknowledged before me on the 16th day of March, 2000, by Carol A. Keys.



Sue Elynn Anderson
Notary Public for the State of Montana
My Commission expires 9-15-2003

County of Flathead)

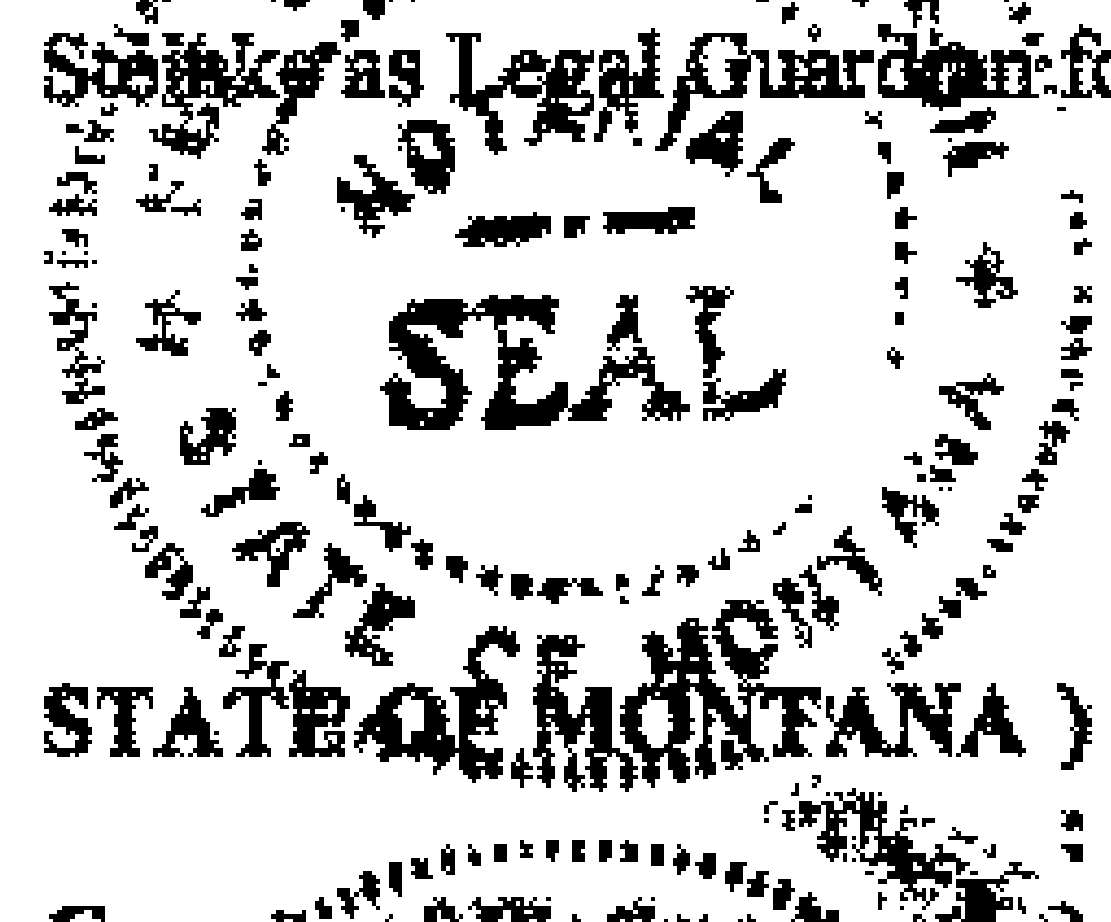
This instrument was acknowledged before me on the 27th day of April, 2000, by Debbie Steinke.



Sue Elynn Anderson
Notary Public for the State of Montana
My Commission expires 9-15-2003

County of Flathead)

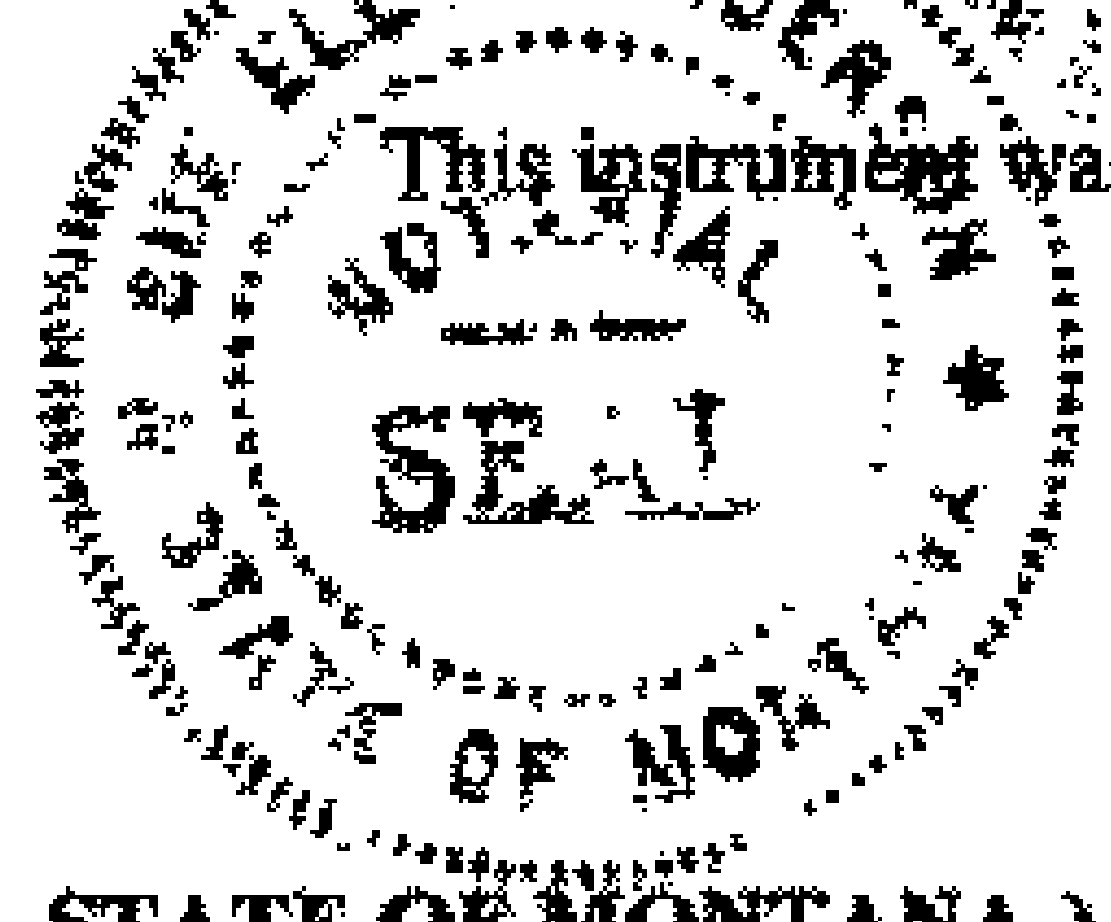
This instrument was acknowledged before me on the 27th day of April, 2000, by Richard A. Steinke as Legal Guardian for Adam Michael Steinke and David Tyler Steinke.



Sue Elynn Anderson
Notary Public for the State of Montana
My Commission expires 9-15-2003

County of Flathead)

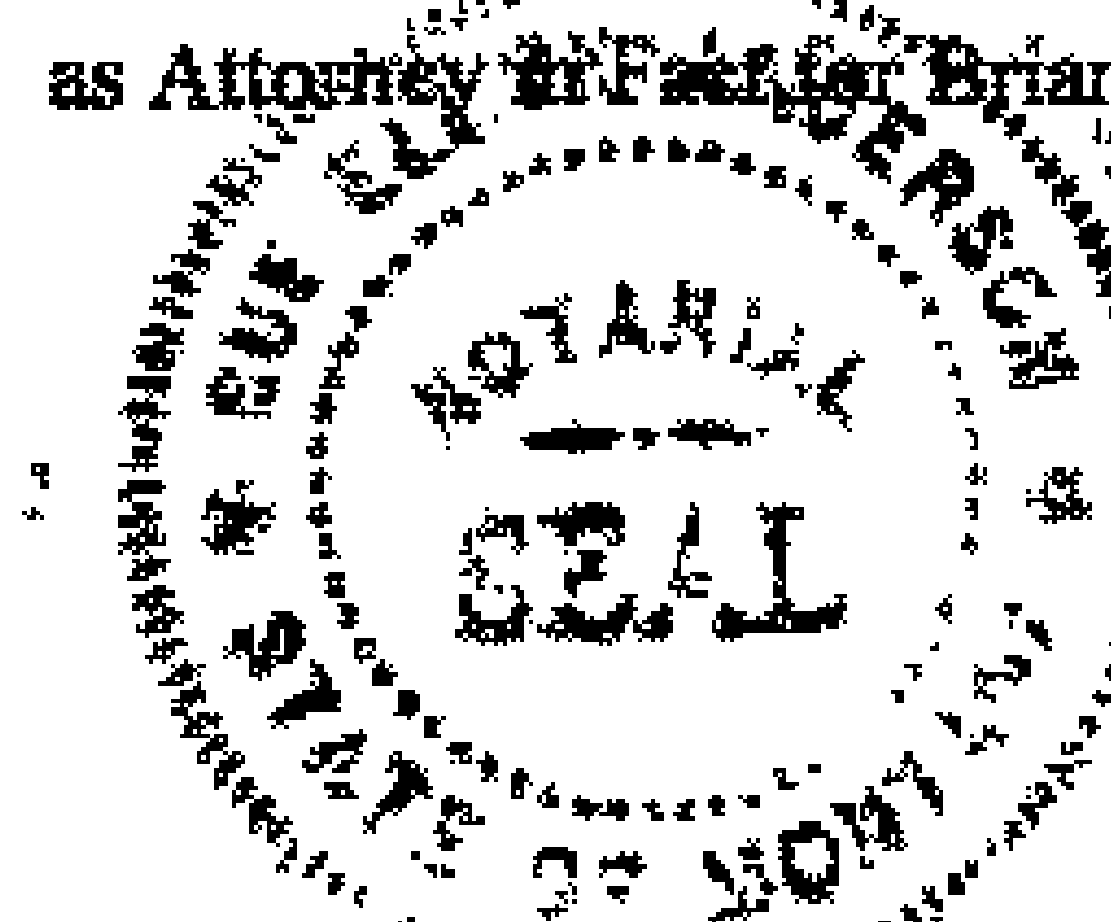
This instrument was acknowledged before me on the 27th day of March, 2000, by Tim Birk.



Sue Elynn Anderson
Notary Public for the State of Montana
My Commission expires 9-15-2003

County of Flathead)

This instrument was acknowledged before me on the 28th day of April, 2000, by Debra J. Deist, as Attorney in Fact for Brian M. Yule, Robert F. Buckles and Kathryn A. Buckles.



Sue Elynn Anderson
Notary Public for the State of Montana
My Commission expires 9-15-2003

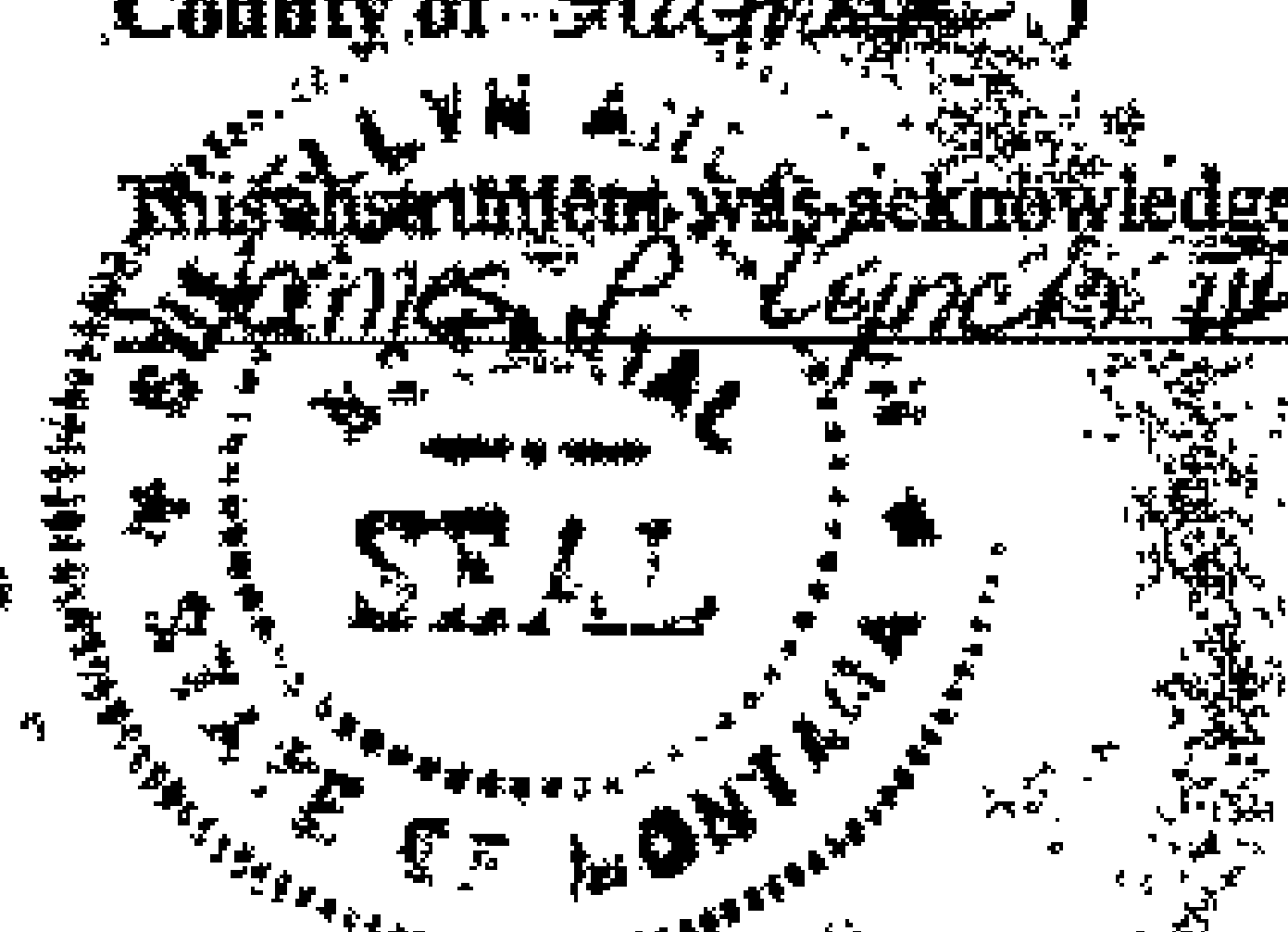
200019614270

STATE OF MONTANA)

: ss.

County of Flathead)

This instrument was acknowledged before me on the 24th day of March, 2000, by James P. Lynch III of Pack and Company.



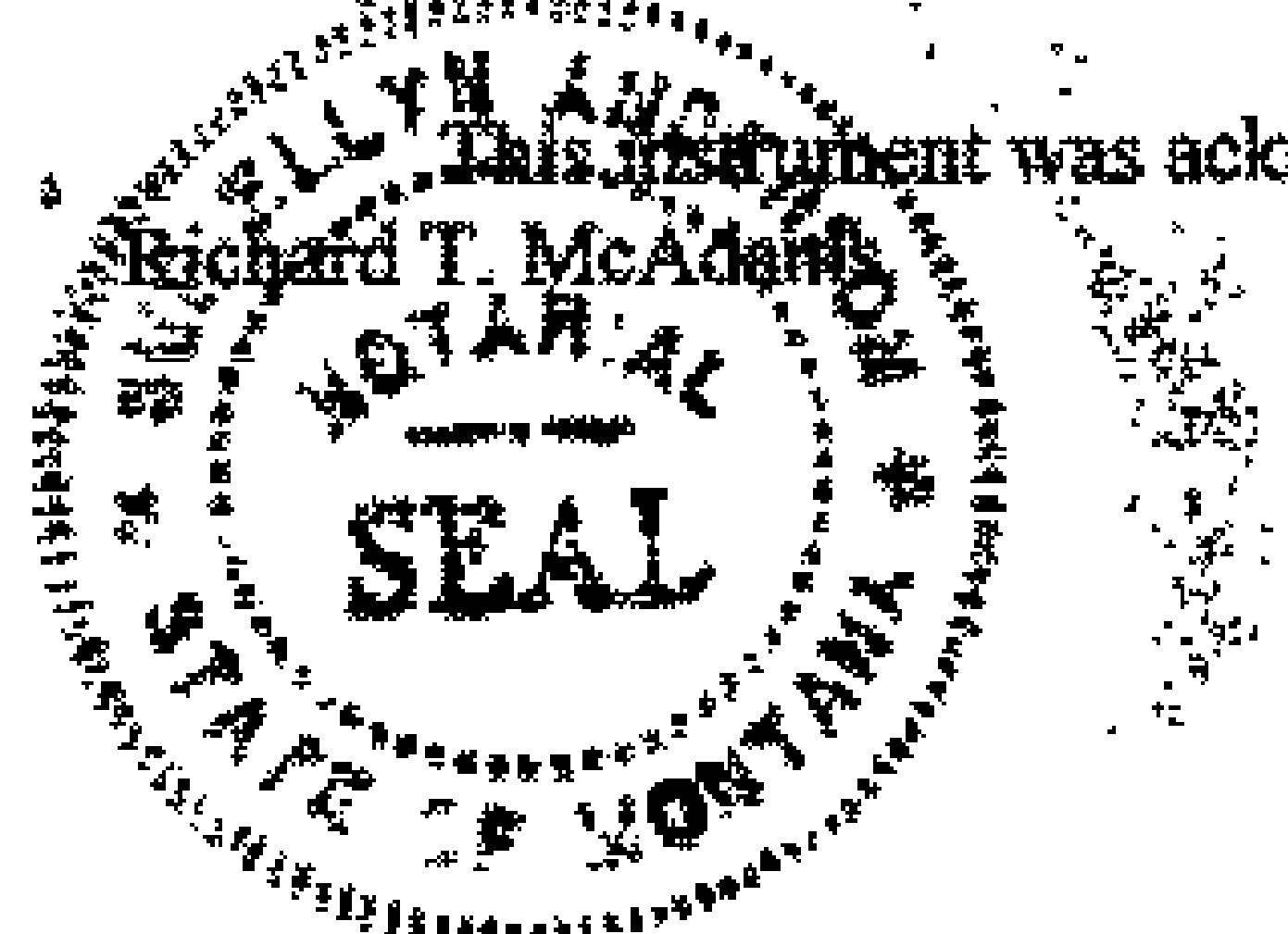
Sue Ellen Anderson
Notary Public for the State of Montana
My Commission expires 9-15-2003

STATE OF MONTANA)

: ss.

County of Flathead)

This instrument was acknowledged before me on the 13th day of March, 2000, by Richard T. McAdams



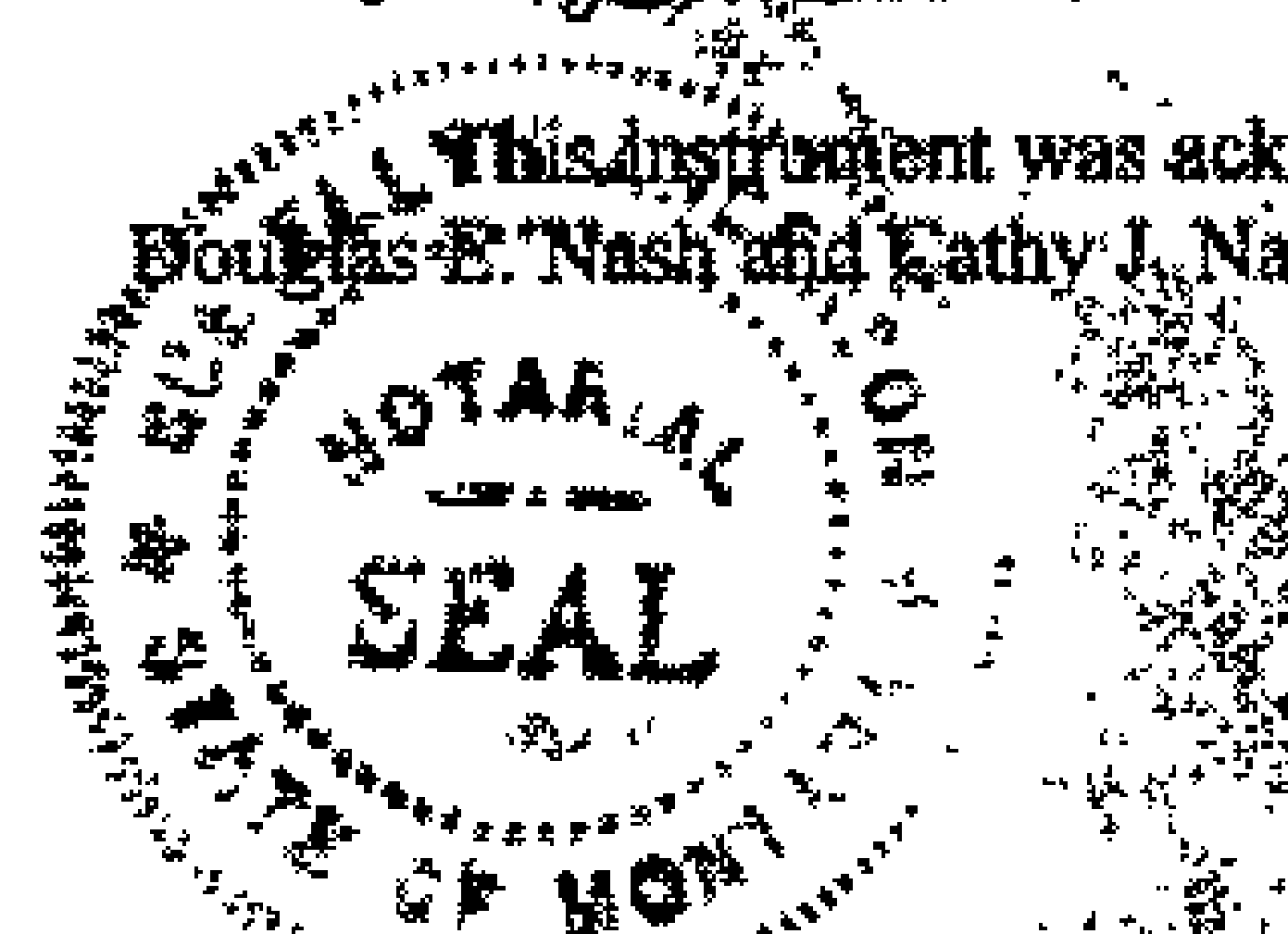
Sue Ellen Anderson
Notary Public for the State of Montana
My Commission expires 9-15-2003

STATE OF Montana)

: ss.

County of Flathead)

This instrument was acknowledged before me on the 25th day of April, 2000, by Douglas E. Nash and Kathy J. Nash



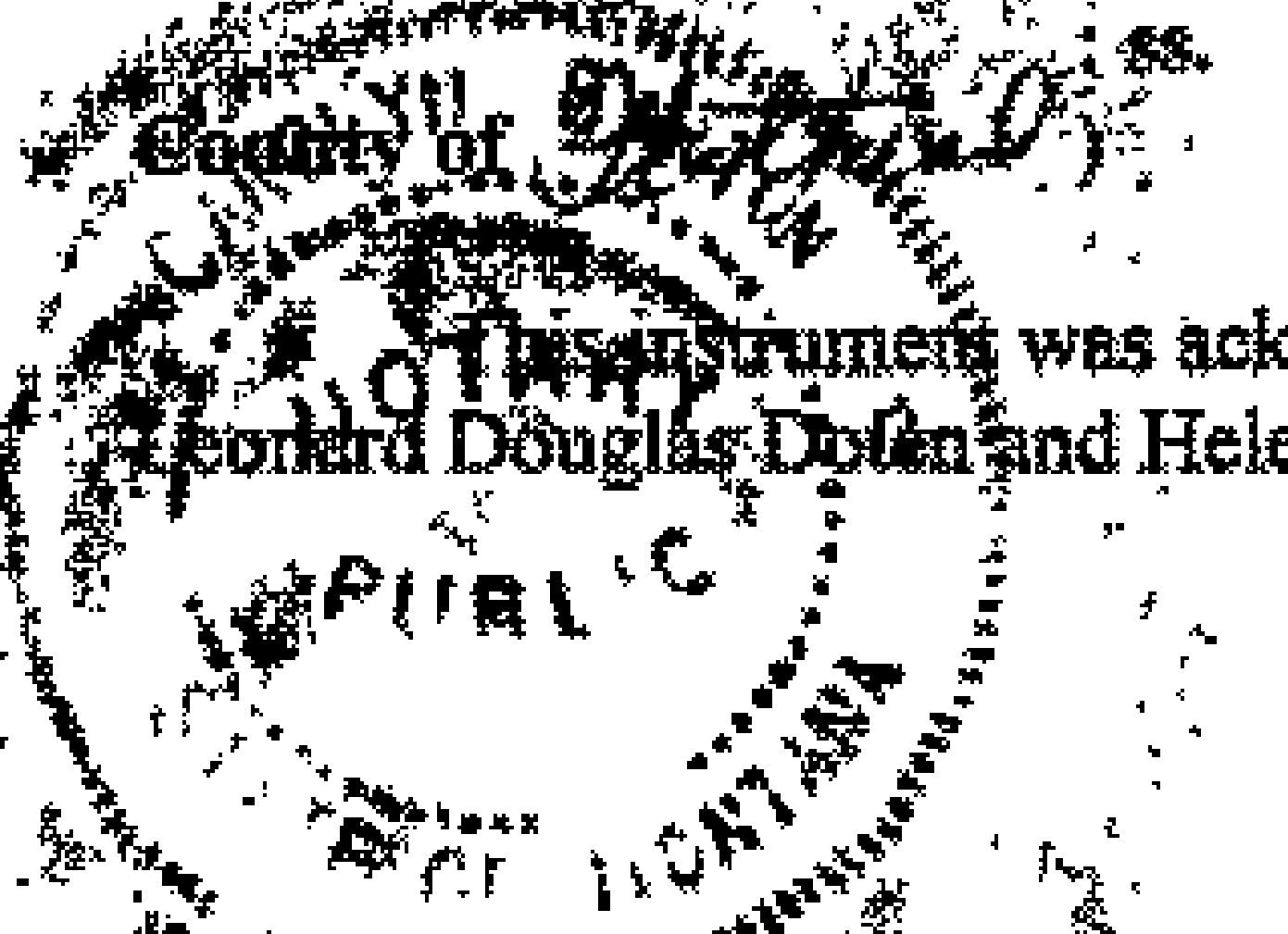
Sue Ellen Anderson
Notary Public for the State of Montana
My Commission expires 9-15-2003

STATE OF MONTANA)

: ss.

County of Flathead)

This instrument was acknowledged before me on the 27th day of March, 2000, by Leonard Douglas Doten and Helen G. Doten



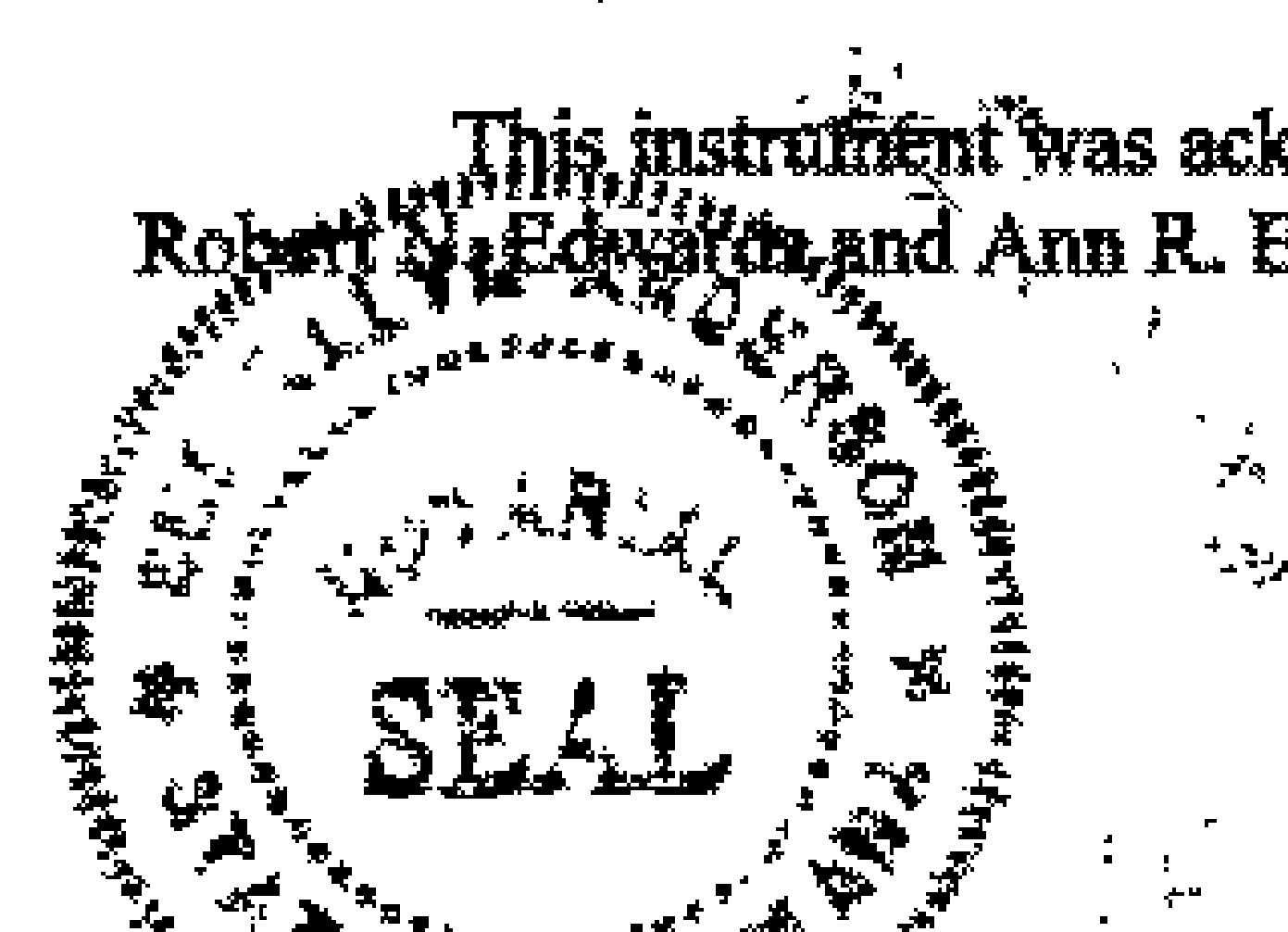
Candace Beaton
Notary Public for the State of Montana
My Commission expires 3-6-2002

STATE OF MONTANA)

: ss.

County of Flathead)

This instrument was acknowledged before me on the 26th day of April, 2000, by Robert N. Edwards and Ann R. Edwards



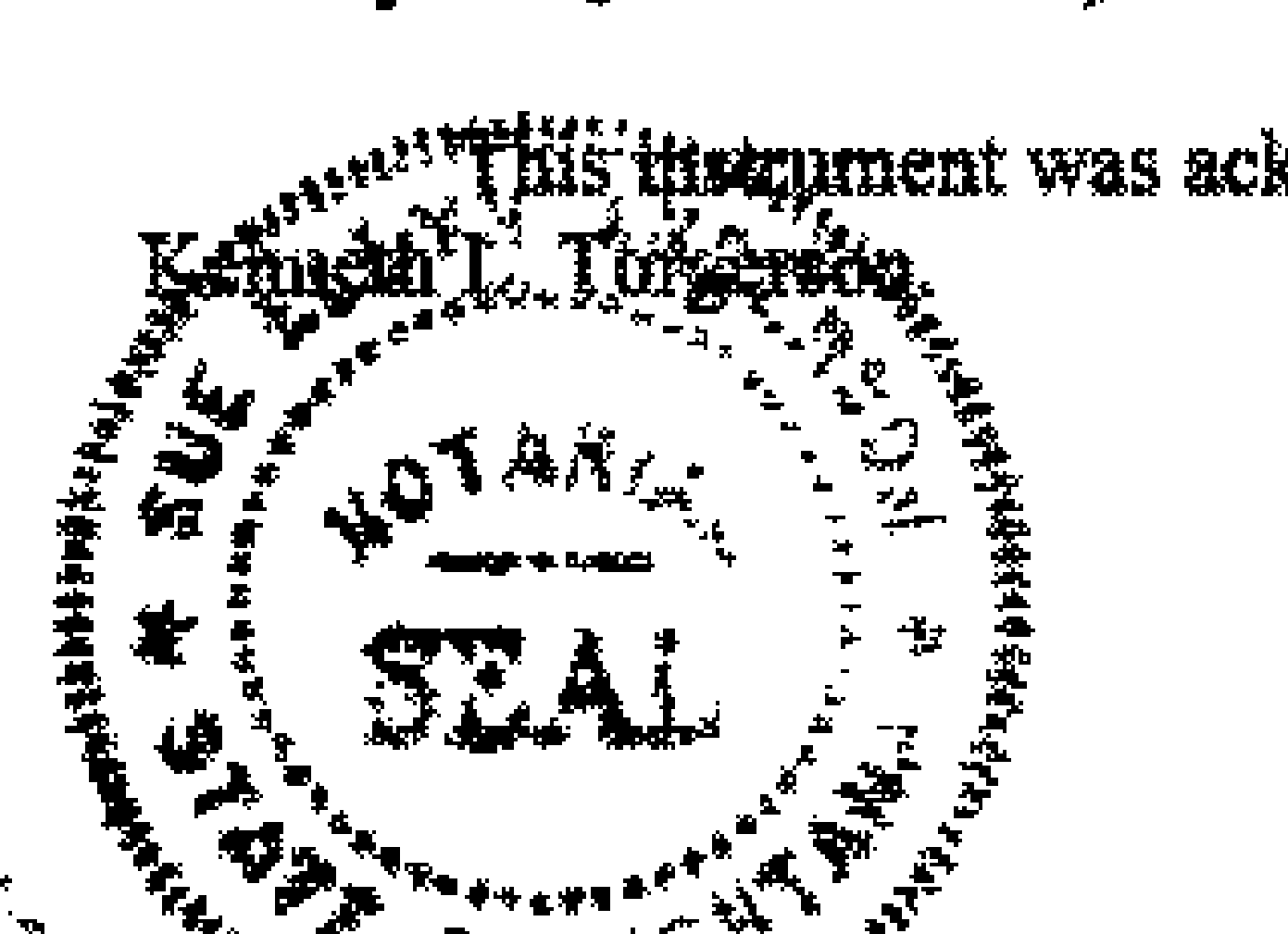
Sue Ellen Anderson
Notary Public for the State of Montana
My Commission expires 9-15-2003

STATE OF MONTANA)

: ss.

County of Flathead)

This instrument was acknowledged before me on the 7th day of March, 2000, by Kenneth J. Ferguson



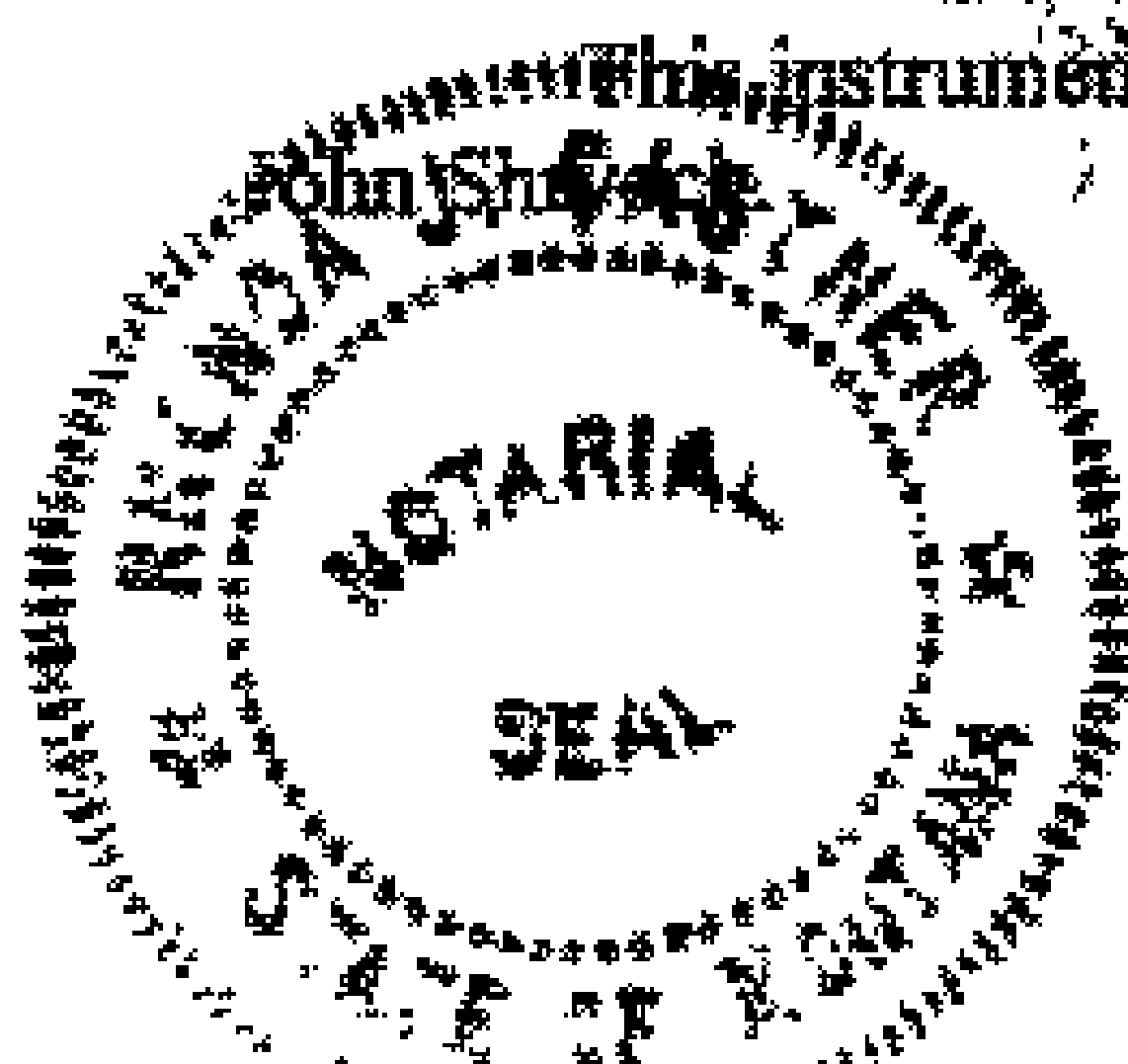
Sue Ellen Anderson
Notary Public for the State of Montana
My Commission expires 9-15-2003

2000196 14270

STATE OF MONTANA)

: ss.

County of FLATHEAD)



This instrument was acknowledged before me on the 27 day of MARCH, 2000, by

Rhonda J. Castner
Notary Public for the State of Montana
My Commission expires 5-16-2003

STATE OF MONTANA)

: ss.

County of)

This instrument was acknowledged before me on the _____ day of _____, 2000, by
Edward D. Sarkinen and Elaine M. Sarkinen.

Notary Public for the State of Montana
My Commission expires _____

STATE OF MONTANA)

: ss.

County of Flathead)



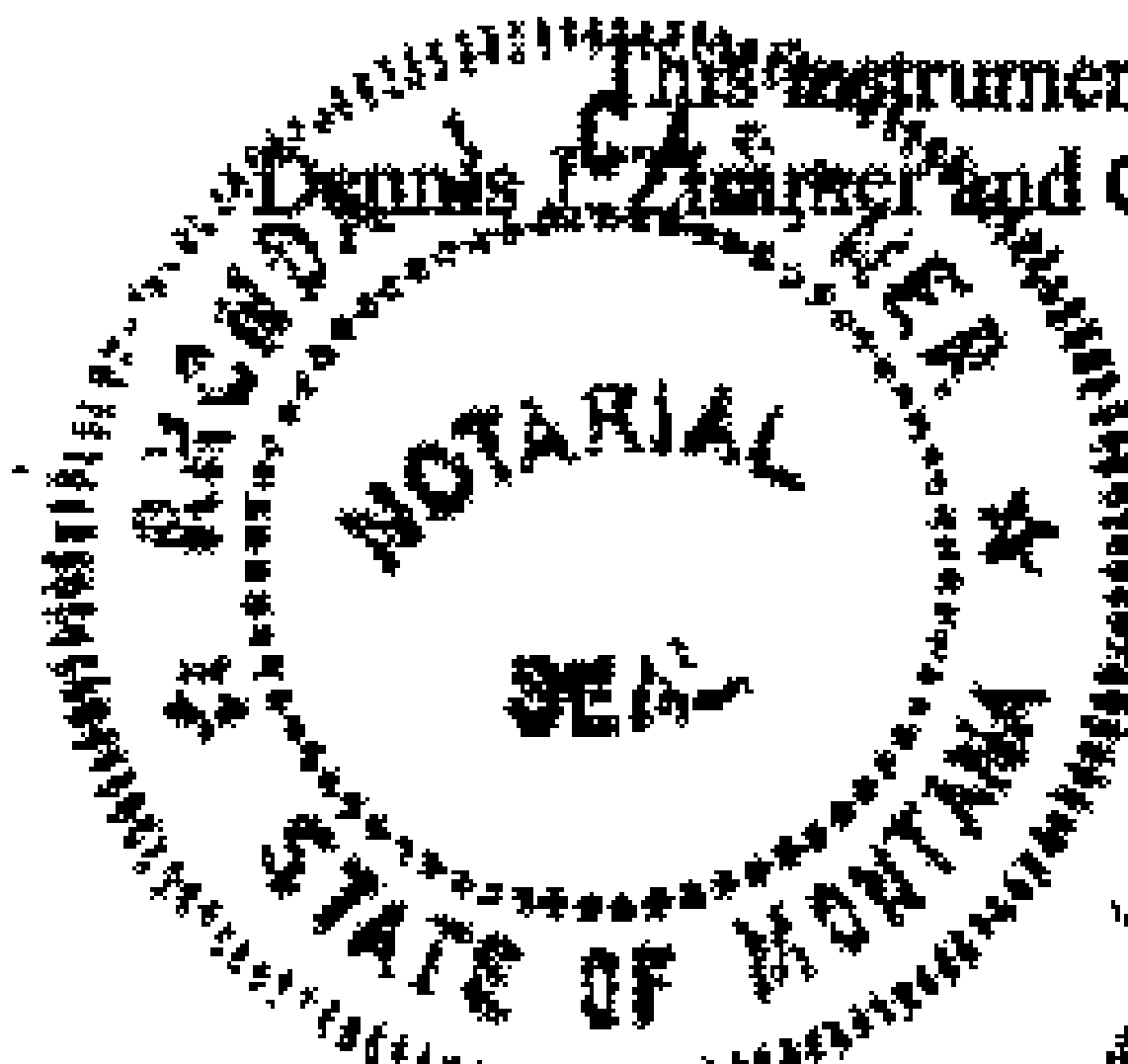
This instrument was acknowledged before me on the 13th day of March, 2000, by

Bill Ely Anderson
Notary Public for the State of Montana
My Commission expires 4-15-2003

STATE OF MONTANA)

: ss.

County of FLATHEAD)



This instrument was acknowledged before me on the 24 day of MARCH, 2000, by
Dennis J. Zimmer and Carol A. Zimmer.

Rhonda J. Castner
Notary Public for the State of Montana
My Commission expires 5-16-2003

RETURN TO: MARK HASH
136 1ST AVE. W.
KALISPELL, MT 59901
STATE OF MONTANA, }
County of Flathead } ss

Recorded at the request of FCTC
this 14 day of July, 2000 at 2:27 o'clock P M and recorded in
the records of Flathead County, State of Montana.
Fee \$ 72 - Pd.
RECEPTION NO. 2000196 14270
RETURN TO _____
Susan H. Haverfield
(Flathead County Clerk and Recorder)
Cher Terry
(Deputy)

Clerk's Recs

AFTER RECORDING RETURN TO:

Kalvig Law Firm, P.C.
100 Cooperative Way, Suite 202
Kalispell, MT 59901



Debbie Pierson, Flathead County MT by AC

202100003305
Page: 1 of 83
Fees: \$581.00
1/28/2021 8:53 AM

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on or about this 26th day of January, 2021 by the undersigned Owners.

WITNESSETH:

WHEREAS, Timothy R. Birk ("Birk") was the Declarant named in a Declaration of Conditions, Covenants and Restrictions ("Original CCRs") dated February 26, 1993 and recorded in the records of the Clerk and Recorder of Flathead County, Montana at Reception Number 9306811540, which document subjected real property identified therein to its terms, covenants, conditions and restrictions;

WHEREAS, the Original CCRs were amended pursuant to an Amendment to Declaration of Covenants, Conditions and Restrictions dated July 13, 2000 and recorded in the records of the Clerk and Recorder of Flathead County, Montana at Reception Number 200019614270 ("First Amended CCRs");

WHEREAS, the undersigned, are the owners of at least seventy-five percent (75%) of the land described in Exhibit A of the Original CCRs, which exhibit is also attached hereto as Exhibit A, and desire to amend, restate, and entirely replace the Original CCRs, and any and all previous amendments thereto, including the First Amended CCRs, such that this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Second Amended & Restated CCRs" or "Declaration") shall entirely supersede and replace them all;

NOW, THEREFORE, the undersigned Owners of the property described herein, holding and representing at least seventy-five percent (75%) of the land described in Exhibit A of the Original CCRs, do hereby amend, restate, and entirely replace the Original CCRs and the First Amended CCRs, except as otherwise provided herein.

All persons, trusts, or other entities who now or shall hereafter acquire any interest in and to the property described in Exhibit A shall be held to agree and covenant with the owners of any and all of the property described in Exhibit A, or any parcel thereof, and with their heirs, successors, and assigns, to conform to and observe the following covenants, conditions, and

SECOND AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

See Attached Assrt's
**



restrictions upon which and subject to which all of the property described in Exhibit A shall be owned, used, improved, leased or sold, and conveyed.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to the Flathead Lake Sky Ranch Homeowners Association, Inc., a non-profit corporation, organized and existing under the laws of the State of Montana.

Section 2. "Lot" shall mean any lot, tract or parcel of land within the property described in Exhibit A, attached hereto and by this reference made a part hereof.

Section 3. "Owner" shall mean the recorded owner(s) of any Lot which is located within the Property, including purchasers under a contract for deed or similar instrument, but excluding those having an interest merely as security for the performance of an obligation.

Section 4. "Property" shall mean and refer to that certain property described in Exhibit A, attached hereto and by this reference made a part hereof. The Property may be referred to herein as "Sky Ranch."

Section 5. "Grade" or "Existing Grade" means the elevation at the nearest edge of the aircraft runway.

Section 6. Certain other words and phrases are defined by the context in which they appear in this Declaration, with such defined words and phrases typically appearing in parentheses and quotation marks.

ARTICLE II. ARCHITECTURAL COMMITTEE

Section 1. Architectural Committee: A five (5) person Architectural Committee has been authorized and established to encourage a level of quality that will enhance both the natural and built environments of Sky Ranch and to help ensure compliance with this Declaration. The Architectural Committee is given the authority as provided in and limited by this Declaration and the Bylaws of the Association. The members of the Architectural Committee shall be appointed by the Board of Directors of the Association and shall not include members of the Board of Directors. Members of the Architectural Committee must be an Owner, a person in authorized control of a trust or other entity that is an Owner, or a resident of Sky Ranch, except that renters shall not be appointed to or serve on the Architectural Committee. For advisory purposes only, the Architectural Committee may have an ex-officio committee member that has professional expertise relevant to the matters addressed by the Architectural Committee, including but not limited to expertise in construction and architecture, but who is not a Lot Owner or member of the Association. Said ex-officio member shall not be a voting member of the Architectural Committee and shall not count for purposes of determining quorum or voting matters.

Section 2. Submission of Plans for Improvement: All Owners intending to construct a dwelling or build any type structure whatever upon any Lot, shall first submit their plans and



specifications, in PDF format (Portable Document Format), to the Architectural Committee. All plans for the construction of any building, private road or driveway, fence, wall or other structure or improvement to be erected upon any Lot and its proposed location upon any Lot and any change, remodeling, reconstruction, alteration or addition to the exterior of any building, road, driveway, fence, wall, or other structure or improvement upon any Lot shall require written approval of the Architectural Committee. Before beginning the construction of any building, road or driveway, fence, wall or other structure whatsoever, or remodeling, reconstruction or altering such building, road, driveway, fence, wall, or other structure or improvement upon any Lot, the Owner of the Lot shall submit to the Architectural Committee a complete set of plans and specifications therefore, including front, side, and rear elevations, floor plans for each floor and basement, exterior color schemes, a block or plot plan, landscape plan, or such altered structure on the grading plan if requested. The Association may charge, and the Owner submitting plans for review shall pay, a fee to reimburse it for any costs the Association reasonably incurred during the review process.

In the event the proposed improvement shall be one for repainting or redecorating the exterior of such structure without remodeling or changing it, or making additions thereto, it shall only be necessary to file one color scheme of such proposed work and have the same approved prior to the commencement of such work. Repainting using only colors previously approved by the Architecture Committee do not require additional approval.

Section 3. Approval by Architectural Committee: All exterior plans and specifications must be approved in writing by the Architectural Committee. Any approval thereof shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans or specifications submitted for approval for use on other building sites. Approval of plans and specifications shall be evidenced by written endorsement on the plans or specification or other approval document, a copy of which shall be delivered to the Owner or Owners of the Lot upon which the prospective building, road, driveway, fence, wall, or other structure or improvement is contemplated, prior to the beginning of such construction. No changes or deviations in or from approved plans and specifications shall be made without the prior written consent of the Architectural Committee. The Architectural Committee may at any time inspect the exterior of any building or property located in Sky Ranch for the purpose of determining whether the exterior of said buildings conforms to these covenants, so long as at least two (2) of its members conduct the inspection and advanced written notification of the inspection is provided to the Owner at least seven (7) days before the inspection. The Architectural Committee shall make reasonable efforts to schedule the inspection at a mutually convenient time with a Lot Owner. Approval of the plans and specification is valid for no more than two years, during which time, construction must be completed. Construction must be completed within twelve (12) months after it begins.

The Architectural Committee will hold meetings and review information according to a written protocol that has been approved by the Board of Directors.

Structural engineering shall be the responsibility of the Owner. The Architectural Committee may waive such provisions contained in this Declaration as it deems appropriate only



after obtaining approval from the Board of Directors of the Association. The Board's approval to waive a provision for one application shall not in any way indicate approval to waive the same provision for future applications. In passing upon any plans and specifications submitted to it, the Committee shall consider:

- a) Suitability of the improvement and materials of which it is to be constructed to the site upon which it is to be located;
- b) The nature of the adjacent neighboring improvements;
- c) The quality of the materials to be utilized in any proposed improvements; and
- d) The effect of any proposed improvement on the adjacent or neighboring property.

ARTICLE III. RESTRICTIONS AS TO LAND USE AND IMPROVEMENTS

Section 1. Residential Use Only: The land set forth in Exhibit "A" shall be used for residential uses only, except as otherwise provided in this paragraph. No commercial activity shall, at any time, be carried out or conducted on any Lot or from any residence or other portion of the Lot, except that any business owned by the Owner, or a person in authorized control of a trust or other entity that is an Owner, and conducted entirely within a residence, which is clearly incidental and secondary to the residence for dwelling purposes and does not change the character of the residence or Sky Ranch neighborhood ("Home Occupation") shall be permitted, except that childcare activities such as day care, nursery school or group day care homes shall not be allowed or conducted on any Lot or within any residential structure. No traffic shall be generated by a Home Occupation in greater volume than would normally be expected in a residential neighborhood. Notwithstanding the foregoing, nothing in this Declaration shall prohibit or prevent renting a residence or using it as a short-term vacation rental.

Section 2. Lot Size: No Lot may be smaller than five (5) acres.

Section 3. Density; Building Size, Height, and Setbacks:

- a) Maximum Building Footprint: Each Lot of five acres or more shall have a maximum total building footprint at grade of 8700 square feet. This is to include all structures of any kind on the Lot. A single ten acre Lot shall have these same restrictions unless it is subdivided into two five acre lots.
- b) The Residence: There shall be no more than one residence per Lot. The residence must be on a foundation and have a minimum of 1,800 square feet of gross living area on the first level, all of which must be above finished grade. Each residence must have a garage, whether attached or detached, with a minimum footprint of 676 square feet, and built at the



same time as the house. All buildings shall be measured at the exterior dimension of the building walls.

- c) Other Buildings: For each residence on a Lot, there shall be allowed no more than three (3) additional structures, such as garage, guest house, shed, hangar, etc. which shall be included in the total square footage count. For buildings to be considered as a single building they must share a common wall between the two or more structures. Each large building, with 10' high side walls or greater, shall include the following minimum requirements: a foundation; 24" roof overhang on the eaves and gables measured from the finished wall of the building to the drip edge of the roof; complimentary exterior design décor to match the residence, appropriately apportioned windows, trim, and other architectural enhancements on all walls or other features to break the visual appearance of the building height. Notwithstanding the foregoing, pole barns shall not be required to be on a foundation. Guest houses shall comply with the following: (i) be on a foundation, (ii) be built to the same architectural standards as the primary residence on the Lot, and (iii) the square footage total may not exceed fifty percent (50%) of the living space of the residence on the Lot, exclusive of attached garages, hangars, or other attached enclosures.
- d) Building Height: Residences, additional structures, and any other improvement must comply with height restrictions of one foot (1') vertically for every seven feet (7') horizontally from the nearest edge of the Aircraft Runway Easement, as that term is defined in Article IV below, with a maximum height of thirty-two feet (32') above finished grade.
- e) Setbacks: All structures, excluding fences, shall maintain a minimum of ten feet (10') setback from property boundaries and easements measured from the drip line of the nearest edge of the roof to the nearest boundary line.
- f) Variance Clause: The Architectural Committee shall have the authority, with a majority approval of the HOA Board, to waive any of the above restrictions as they see fit to accommodate unusual circumstances or structures. The Board's approval to waive a restriction for one Owner shall not in any way indicate approval to waive the same restriction for other Owners. Notwithstanding the foregoing, variances shall not be given that change the square footage requirements of structures, setbacks, or the acreage requirement for Lots.
- g) Square Footage of Existing Structures: In the event residences, buildings, and/or structures that exist at the time of the adoption of this Declaration do not comply with the square footage requirements stated in this Declaration, the square footage of such residences, buildings, and/or



structures shall not be required to be modified or altered to come into compliance with this Declaration.

Section 4. No Mobile or Temporary Residences: Mobile or temporary residences are not allowed.

Section 5. Dark Sky Lighting: All exterior lighting must conform to dark sky lighting parameters as codified in Chapter 27.26 of the City of Kalispell Zoning Ordinance in effect at the time of the adoption of this Declaration, a copy of which is attached hereto as Exhibit B and incorporated by this reference into the terms of this Declaration. New construction shall comply with this provision immediately. All exterior lighting in place at the time of adoption of this Declaration, including but not limited to that on structures, shall be switched to meet these dark sky lighting parameters by no later than January 1, 2022. Task lighting shall not be required to meet the dark sky lighting parameters. This provision shall not apply to any lighting used in connection with the use of the aircraft runway by aircraft.

Section 6. Fences: Fences shall be constructed of materials that conform with the specifications of other buildings and structures as set forth in these covenants and must be approved by the Architectural Committee in writing. Barbed wire fences are prohibited.

Section 7. Landscaping: All surface areas disturbed by construction shall be replanted with appropriate residential landscaping, but the Architectural Committee must approve construction of exterior living structures. Landscaping shall be completed within twelve (12) months of completion of construction of the residence.

Section 8. Maintenance: Each Owner shall keep, maintain and repair their respective Lot and structures and other improvements thereon in good and clean order, condition and repair and in such manner to establish, maintain and present, at all times, the appearance of a clean and attractive neighborhood and development.

Section 9. Signs: There shall be no signs or billboards, except that signs to promote political candidates, to market the sale of a Lot, and to promote events within Sky Ranch are allowed, provided that signs to promote political candidates shall be placed no more than one (1) month prior to, and removed one (1) week after, the next election. Allowed signs shall not be larger than thirty inches by thirty-six inches (30" x 36"), excluding any post.

Section 10. Utilities: Utilities shall be underground with the exception of utility fuel tanks, which shall be screened per plans reviewed and approved by the Architectural Committee.

Section 11. Aircraft Training: The aircraft runway easement shall not be used as a training airstrip whatsoever, except by the owners of the property set forth in Exhibit "A".

Section 12. Animals: Dogs, cats, and other domestic animals normally housed within a residence and not kept for commercial purposes, including but not limited to breeding, shall be permitted. On occasions that animals are outside of the residence, they shall always be contained within approved fencing, leashed or otherwise controlled by their owner at all times. All other



animals are prohibited, except that livestock and fowl are permitted, subject to the following limitations:

- a) There shall be no more than a total of eight (8) chickens (hens only; no roosters) and a total of two horses or llamas per five (5) acres for those Owners residing at Sky Ranch. Concerning horses and llamas, only the following combinations are allowed so there are no more than two (2) head, combined, of such animals per five (5) acres: two horses and zero llamas; two llamas and zero horses; one horse and one llama; one horse and zero llamas; or one llama and zero horses.
- b) Livestock and fowl that are part of 4H projects are permitted during the typical 4H season, except for swine, bovine, goats, and roosters, which are never permitted.
- c) All animal waste from livestock and fowl shall be regularly and periodically raked, spread, or otherwise managed to avoid noxious odors. Feeds, other than grasses and hay, shall be enclosed to control pests.
- d) Overgrazing must be avoided so that animal enclosures remain in a vegetated state.

Section 13. Outdoor Equipment Storage:

- a) Aircraft. An unlimited number of aircraft may be stored in an approved structure. Except for reasonable special events, storage of more than two (2) aircraft outside of an approved structure is discouraged.
- b) RV's, Boats, and Other Equipment. There shall be no more than three (3) items of equipment stored outdoors per residence, including, but not limited to, recreational vehicles, utility vehicles, boats greater than twelve feet (12') long, and trailers ("Recreational and Other Personal Property Items"), the largest of which is strongly encouraged to be screened with either a natural (includes berms, depressions, and foliage) or other man-made barrier that completely surrounds three contiguous sides to shield from view a minimum of seventy-five Percent (75%) of the item(s) being screened. The Architectural Committee is hereby authorized to determine at any time whether such screening utilized on any Lot meets the standards set forth in this paragraph, notify the Association's Board of Directors or Owners directly of any changes to screening that need to be made to come into compliance with this paragraph, and develop screening guidelines and examples of acceptable screening. Failure by the Architectural Committee or the Association's Board of Directors to inspect screening or notify a Lot Owner of the suitability of screening within a certain period of time shall not constitute a waiver of its right to do so. Recreational and Other Personal Property Items shall not include implements of husbandry, such as tractors and related



attachments, used in maintaining a Lot. Notwithstanding anything else in this document to the contrary, work related vehicles are not to exceed Class 5 vehicles. This subsection does not limit the number of recreational vehicles, utility vehicles, boats and trailers that are stored inside fully enclosed buildings.

- c) Storage of Inoperable Equipment. All Aircraft and Recreational and Other Personal Property Items that are not fully operational, shall be in a fully enclosed structure, and may not be stored outside pursuant to the immediately preceding paragraph.
- d) Non-Resident Equipment. Recreational and Other Personal Property Items and planes belonging to guests, visitors, and other non-residents of Sky Ranch shall not be allowed for more than 45 days.

Section 14. Nuisance: No noxious or offensive activity shall be carried on nor shall anything be done or permitted which constitutes a public nuisance.

Section 15. Garbage: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in covered and reasonably airtight containers. Such containers must be kept in a garage or other enclosed area, except that they may be left curbside on the day the garbage hauler is scheduled to pick up garbage in Sky Ranch.

Section 16. Responsibility for Damage: Each Lot Owner shall be responsible for all damage to Sky Ranch Lane or other parts of the Property caused by the Owner or the Owner's household members, guests, invitees, tenants, contractors, representatives, or agents. The Association may cause such damage to Sky Ranch Lane or other parts of the Property managed by the Association to be repaired and assess the responsible Owner for the cost of such repair.

ARTICLE IV. AIRCRAFT RUNWAY AND SETBACK EASEMENTS

Section 1. Aircraft Runway Easement: Generally running north and south down the center of the Property, there is a One Hundred Twenty foot (120') wide and Five Thousand Two Hundred Ten foot (5,210') long aircraft runway easement held in common by all the Owners of the Property set forth in Exhibit "A" ("Aircraft Runway Easement") for the unobstructed use for aircraft landing, aircraft takeoff, and the unobstructed passage of flight of aircraft over and across said Aircraft Runway Easement inclusive of the vertical airspace from ground level. No structures of any kind are permitted in this Aircraft Runway Easement other than those structures required for safety purposes including, but not limited to wind socks, safety lighting, markers and reflectors. This Aircraft Runway Easement is the same as that aircraft runway easement described in Article II, Section 2, Subsection L on page 5 of the Original CCRs, which easement remains in effect and as stated herein.

Section 2. Aircraft Safety Setback Easement: There is an aircraft safety setback open space requirement and easement of Fifty feet (50') wide and Five Thousand Two Hundred Ten foot (5,210') long from either side (east and west) of the Aircraft Runway Easement ("Aircraft



Safety Setback Easement"). All the vertical air space rights from ground zero within the Aircraft Safety Setback easement are held in common by all the Owners of the Property set forth in Exhibit "A" for the common use of unobstructed flight and passage of aircraft. No structures of any kind are permitted in this Aircraft Safety Setback Easement other than those structures required for safety purposes including, but not limited to wind socks, safety lighting, markers and reflectors. This Aircraft Safety Setback Easement is the same as that air safety setback easement described in Article II, Section 2, Subsection K on page 5 of the Original CCRs, which easement remains in effect and as stated herein.

ARTICLE V. HOMEOWNERS ASSOCIATION

Section 1. Association Activity. The Association shall serve as the Homeowners Association for Sky Ranch. The Association has the authority to exercise all rights and powers conferred by law upon nonprofit corporations, including but not limited to those that are for the common benefit of the Lots and the Property and are not in conflict with this Declaration. In addition to the rights of any Lot Owner, the Association shall have the option and right to enforce this Declaration.

Section 2. Association Membership & Voting: Membership is appurtenant to and not separate from ownership of each Lot. Each person who is an owner or purchaser of a lot under a contract for deed, or similar instrument is a member of the Association. There is one voting Owner of each Lot and each Lot is entitled to one vote in the Association. When more than one person holds an interest in any Lot, all such persons are members but the vote for each Lot shall be exercised as the Owners of the Lot may determine among themselves, but in no event shall there be more than one vote for each Lot.

Section 3. Bylaws: All members of the Association are subject to the Bylaws adopted by and in effect for the Association. In the event there is any conflict between the provisions of this Declaration and the Bylaws, the terms of this Declaration shall prevail.

Section 4. Assessments: The Board of Directors of the Association shall establish annual and special assessments and charges to be levied against each Lot at such time and in such amounts as they determine to be appropriate. Notwithstanding the foregoing, the following Lots shall not have to pay annual or special assessments, so long as the Articles of Incorporation or Bylaws of the Association also provide for such exemption: Lots 1, 2, 3, 4, and 5 Sky Ranch Addition, according to the map or plat thereof on file and of record in the office of the Clerk & Recorder of Flathead County, Montana.

ARTICLE VI. WATER USERS ASSOCIATION & SUPPLEMENTAL WATER

An area Water Users Association, which is a Montana nonprofit corporation under the name of Sky Ranch Water Users Association, Inc. was formed to provide water service to the Lots in Sky Ranch. The Water Users Association is a separate and distinct entity from the homeowners Association described in this Declaration. The Board of Directors of the Water Users Association is separate and distinct from the Board of Directors of the homeowners Association. The homeowners Association described in this Declaration does not own and has

nothing to do with the water system, delivery of water to the Lots, the activities of the Water Users Association, or the collection of fees for water service. All questions concerning the Water Users Association, the water system, delivery of water to Lots, and dues and charges related thereto must be directed to the Water Users Association.

Lot Owners are allowed to supplement their water supply by other individual water systems, provided it does not adversely affect the performance of the community water system and is not otherwise prohibited. There shall be no cross connection of the individual water systems with the community system.

ARTICLE VII. ENFORCEMENT

Section 1. Enforcement of Covenants: The Association and any Lot Owner shall have the option and right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and amendments now or hereafter imposed pursuant to the provisions of this Second Amended and Restated CCRs. The method of enforcement may include proceedings to enjoin the violation, to recover damages, or both. The failure of the Association or any Owner to enforce any covenant or restriction herein contained shall not be deemed to be a waiver of the right to do so thereafter.

Section 2. Liens for Unpaid Assessments: Assessments by the Association shall automatically and without the necessity of actually recording any lien filing against a Lot be a charge in favor of the Association on a delinquent Owner's Lot and shall be a continuing lien against said Lot, and said delinquent assessment, together with any interest at the statutory rate of ten percent (10%), costs and reasonable attorneys' fees incurred in collecting the same shall also be an obligation of the Owner of the Lot at the time when said assessment first became due. The Association may, but shall not be required to, evidence its lien by filing against the Lot a document stating the amount of the lien, the Lot(s) it is filed against, the name of the Lot Owner(s), and identifying the Association as the lien claimant.

ARTICLE VIII. TERM

The provisions of this Declaration are to run with the land and shall be binding upon all Owners, parties and all persons claiming under them, for a period of twenty (20) years from the date they are recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument executed by the Owners of seventy percent (70%) of the Lots has been recorded agreeing to terminate the Declaration or change it in whole or in part.

ARTICLE IX. AMENDMENT

This Declaration may be amended by an instrument signed by the Owners of Seventy Percent (70%) of the Lots agreeing to such amendment, which amendment shall be effective upon said instrument being recorded in the real property records of Flathead County, Montana.

ARTICLE X: MISCELLANEOUS PROVISIONS

Section 1. Waiver: The failure by the Association or any Owner to insist upon strict performance of any of the restrictions, terms, provisions, or covenants contained in this Declaration shall not be deemed a waiver of any rights or remedies hereunder, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the restrictions, terms, provisions, or covenants contained in this Declaration by the same or any other Owner.

Section 2. Severability: If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

Section 3. Successors and Assigns: This Declaration shall inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, beneficiaries, successors, and assigns and upon any person acquiring a Lot, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

Section 4. Covenants Run with the Land: This Declaration and all of its terms, conditions, and obligations created hereby shall be appurtenant to and for the benefit of all Lots and each part thereof and shall run with the land.

Section 5. Attorney Fees: In the event that suit is brought for the enforcement of this Declaration, including but not limited to foreclosure of any and all liens filed by the Association, or as the result of any alleged breach, the prevailing party or parties shall be entitled to be paid court costs, including reasonable attorney and paralegal fees, by the losing party or parties including any attorney and paralegal fees incurred in executing upon or appealing any judgment.


Section 6. Governing Law: This Declaration and the application or interpretation thereof shall be governed exclusively by its terms and the laws of the State of Montana.

Section 7. Limited Applicability and Effectiveness of Prior Covenants. In the event that §70-17-901, Montana Code Annotated, or any successor or replacement statute thereof, prohibits the applicability or enforcement of any portion of this Declaration ("Inapplicable Provision") to or against a Lot Owner or a Lot, the provision or provisions of the Original CCRs and/or First Amended CCRs comparable to the Inapplicable Provision shall remain in full force and effect against that particular Lot Owner or Lot.


IN WITNESS WHEREOF, the undersigned have executed this instrument the day and year indicated below.

**THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION**

TRACT 3



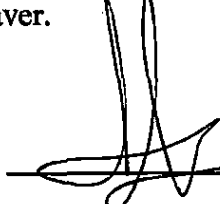
Brian J. Weaver



Sarah J. Weaver

STATE OF Arizona)
County of Maricopa) : ss.

This instrument was acknowledged before me on the 21st day of December,
2020, by Brian J. Weaver and Sarah J. Weaver.



MIRZA KEVRIC
(PRINTED NAME)
Notary Public for the State of Arizona
Residing at Maricopa County
My Commission Expires 3/12/22



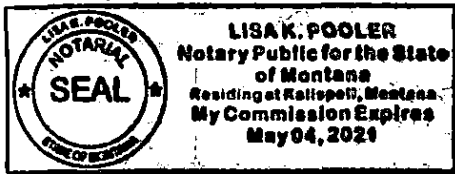
THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

TRACT 3A

Shannon Schlothauer
Shannon Schlothauer

STATE OF Montana)
County of Flathead) : ss.

This instrument was acknowledged before me on the 7th day of January, 2021
by Shannon Schlothauer.



Lisa K. Pooler
LISA K. Pooler
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell, MT
My Commission Expires 05/04/2021



**THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION**

TRACT 3AA

James Eads

STATE OF _____)
: ss.
County of _____)

This instrument was acknowledged before me on the ____ day of _____, 20__,
by James Eads.

(PRINTED NAME)
Notary Public for the State of _____
Residing at _____
My Commission Expires _____



**THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION**

TRACT 3AB

DIXON4 PROPERTIES, LLC

By: _____

Title: _____

STATE OF _____)
: ss.
County of _____)

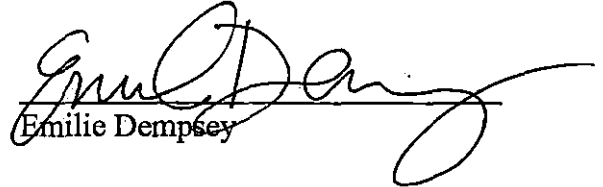
This instrument was acknowledged before me on the ____ day of _____,
20____, by _____, the _____ of Dixon4 Properties, LLC and
the person who executed the foregoing instrument on behalf of such company and acknowledged
to me that said company executed the same.

(PRINTED NAME)
Notary Public for the State of _____
Residing at _____
My Commission Expires _____

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

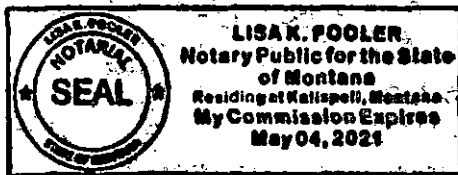
TRACT 3AC

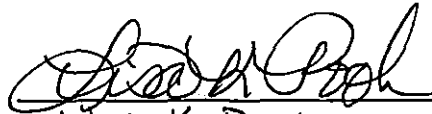

Tanner Dempsey


Emilie Dempsey

STATE OF Montana)
County of Flathead) : ss.

This instrument was acknowledged before me on the 18th day of December, 2020
by Tanner Dempsey and Emilie Dempsey.





LISA K. Pooler
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell, MT
My Commission Expires 05/04/2021

**THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION**

TRACT 3B

Louis R. Howard, Jr.

Marla Ann Howard

STATE OF _____)
: ss.
County of _____)

This instrument was acknowledged before me on the ____ day of _____,
20____, by Louis R. Howard, Jr. and Marla Ann Howard.

(PRINTED NAME)
Notary Public for the State of _____
Residing at _____
My Commission Expires _____

**THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION**

TRACT 3BA

JOHN H. WETZEL REVOCABLE TRUST

KURT WETZEL TRUST

By: _____
John H. Wetzel, Trustee

By: _____
John H. Wetzel, Trustee

STATE OF _____)
: ss.
County of _____)

This instrument was acknowledged before me on the ____ day of _____,
20____, by John H. Wetzel as Trustee of the John H. Wetzel Revocable Trust and as Trustee of
the Kurt Wetzel Trust.

(PRINTED NAME)
Notary Public for the State of _____
Residing at _____
My Commission Expires _____

**'THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION**

TRACT 3D

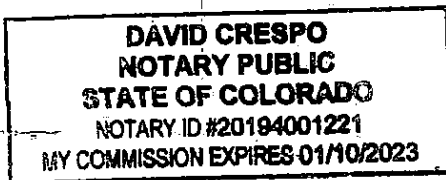
KAY FAMILY TRUST DATED NOVEMBER 14, 2018

By: William A. Kay, Trustee
William A. Kay, Trustee

Mary C. Kay, Trustee
Mary C. Kay, Trustee

STATE OF Colorado)
County of Jefferson) ss.

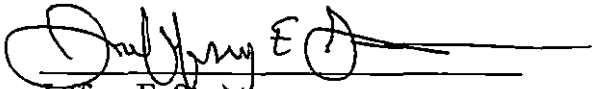
This instrument was acknowledged before me on the 4 day of December, 2020 by William A. Kay and Mary C. Kay as Trustees of the Kay Family Trust dated November 14, 2018.

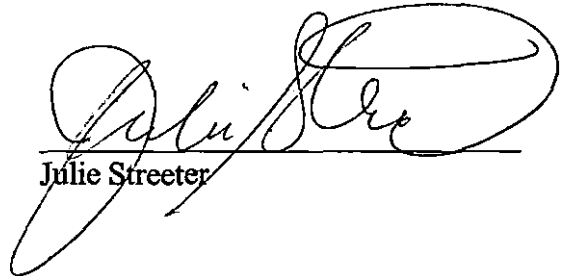


David S. Crespo
(PRINTED NAME)
Notary Public for the State of Colorado
Residing at 26679 Pleasant Park Rd, Conifer, CO
My Commission Expires 01/10/2023

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

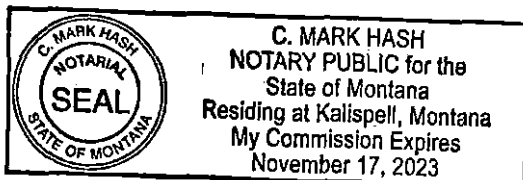
TRACT 3DA

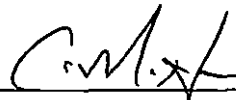

Jeffrey E. Streeter


Julie Streeter

STATE OF Montana)
County of Flathead) : ss.

This instrument was acknowledged before me on the 12 day of January, 2021
by Jeffrey E. Streeter and Julie Streeter.





(PRINTED NAME)
Notary Public for the State of _____
Residing at _____
My Commission Expires _____

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

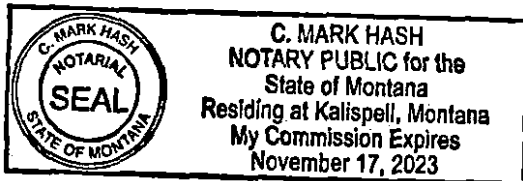
TRACT 3E

Thomas Ek
Thomas Ek

Janelle Ek
Janelle Ek

STATE OF Montana)
County of Flathead) : ss.

This instrument was acknowledged before me on the 12 day of January, 2021,
by Thomas Ek and Janelle Ek.



C. Mark Hash
(PRINTED NAME)
Notary Public for the State of _____
Residing at _____
My Commission Expires _____

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

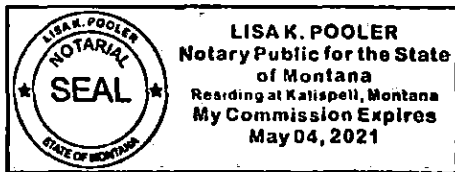
TRACT 4

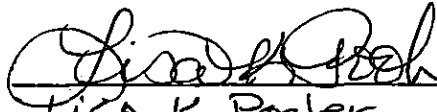

Leon F. McGuire, III


Laurie M. McGuire

STATE OF MONTANA)
County of Flathead) : SS.

This instrument was acknowledged before me on the 5th day of December, 2020
by Leon F. McGuire, III and Laurie M. McGuire.




Lisa K. Pooler
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell, MT
My Commission Expires 05/04/2021

**THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION**

TRACT 4A

VILLAVICENCIO FAMILY TRUST DATED SEPTEMBER 30, 2015

By: *Todd Andrew Villavicencio* *Irene Maria Anna Villavicencio*
Todd Andrew Villavicencio, Trustee Irene Maria Anna Villavicencio, Trustee

STATE OF Georgia)
County of Cobb) : ss.

This instrument was acknowledged before me on the 5th day of December,
20 20, by Todd Andrew Villavicencio and Irene Maria Anna Villavicencio as Trustees of the
Villavicencio Family Trust dated September 30, 2015.



Kenneth Love
(PRINTED NAME)
Notary Public for the State of Georgia
Residing at 1720 MARS HILL RD, Acworth GA 30101
My Commission Expires 06/04/2024

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

TRACT 4AA

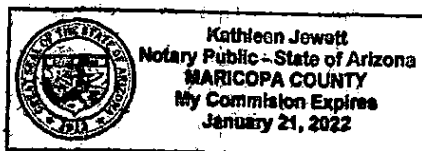
THE BARBARA FRANCES HICKS REVOCABLE LIVING TRUST DATED 8/13/92

By: Barbara Frances Hicks
Barbara Frances Hicks, Co-Trustee

Th. H. Hicks
Thomas Harney Hicks, Co-Trustee

STATE OF Arizona)
County of Maricopa) : ss.

This instrument was acknowledged before me on the 14 day of December, 2020
by Barbara Frances Hicks and Thomas Harney Hicks, Co-Trustees of The Barbara Frances Hicks
Revocable Living Trust Dated 8/13/92.



Kathleen Jewett
(PRINTED NAME)
Notary Public for the State of Arizona
Residing at 8865 E Baseline Rd Mesa AZ 85209
My Commission Expires Jan 21, 2022

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

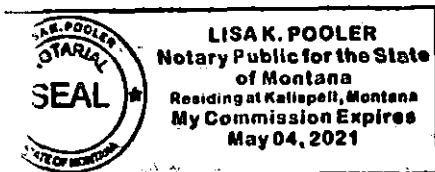
TRACT 4C

Robert Michael Hunter
Robert Michael Hunter

Vickie L Hunter
Vickie L. Hunter

STATE OF MONTANA)
County of Flathead) : SS.

This instrument was acknowledged before me on the 5th day of December, 2020
by Robert Michael Hunter and Vickie L. Hunter.



Lisa K. Pooler
LISA K. Pooler
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell, MT
My Commission Expires 05/04/2021

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

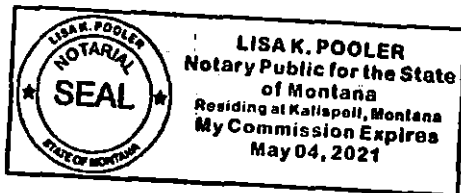
TRACT 4CA

Daisy Marie Brick
Daisy Marie Brick

Kevin James Brick
Kevin James Brick

STATE OF MONTANA)
County of Flathead) : SS.

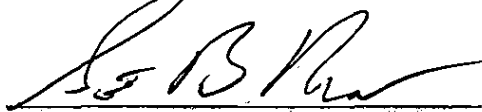
This instrument was acknowledged before me on the 5th day of December, 2020
by Daisy Marie Brick and Kevin James Brick.



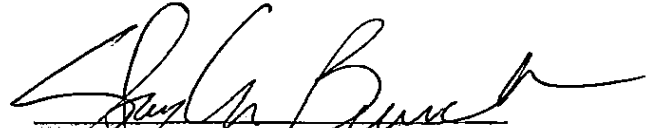
Lisa K. Pooler
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell, MT
My Commission Expires 05/04/2021

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

TRACT 4CB



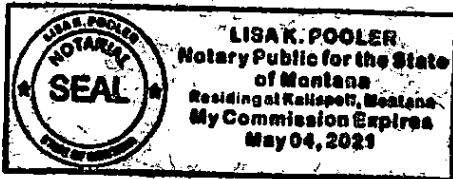
Scott Bryan Burke




Stacy Ann Bausch

STATE OF Montana)
County of Flathead) : ss.

This instrument was acknowledged before me on the 3 day of December, 20 20
by Scott Bryan Burke and Stacy Ann Bausch.





LISA K. Pooler
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell, MT
My Commission Expires 05/04/2021

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

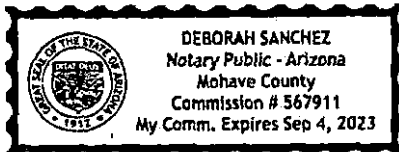
TRACT 4D

Richard T. McAdams
Richard T. McAdams

Joan E. McAdams
Joan E. McAdams

STATE OF Arizona)
County of Mohave) : SS.

This instrument was acknowledged before me on the 30th day of November, 2020
by Richard T. McAdams and Joan E. McAdams.



Deborah Sanchez
(PRINTED NAME)
Notary Public for the State of Arizona
Residing at Lake Havasu City
My Commission Expires 9/4/2023

**THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION**

TRACT 4DA

George Arthur Bland

Desiree Marie Bland

STATE OF _____)
: ss.
County of _____)

This instrument was acknowledged before me on the ____ day of _____, 20____,
by George Arthur Bland and Desiree Marie Bland.

(PRINTED NAME)
Notary Public for the State of _____
Residing at _____
My Commission Expires _____

**THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION**

TRACT 4E

SYNERGY AIRCRAFT, LLC

By: _____

Title: _____

STATE OF _____)

: ss.

County of _____)

This instrument was acknowledged before me on the ____ day of _____, 20____,
by _____, as _____ of Synergy Aircraft, LLC.

(PRINTED NAME)
Notary Public for the State of _____
Residing at _____
My Commission Expires _____

**THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION**

TRACT 5

Harold Lee Sturdevant, Jr.

Rebecca L. Sturdevant

STATE OF _____)
: ss.
County of _____)

This instrument was acknowledged before me on the ____ day of _____, 20____,
by Harold Lee Sturdevant, Jr. and Rebecca L. Sturdevant.

(PRINTED NAME)
Notary Public for the State of _____
Residing at _____
My Commission Expires _____

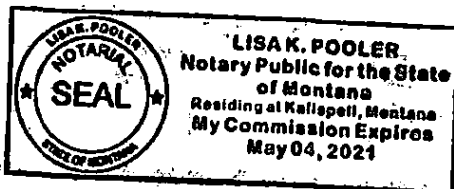
**THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION**

TRACT 5C

William C. Paullin
William C. Paullin

STATE OF Montana)
County of Flathead) : SS.

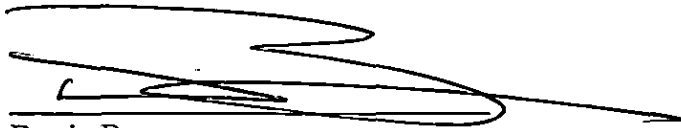
This instrument was acknowledged before me on the 4th day of December, 2020
by William C. Paullin.



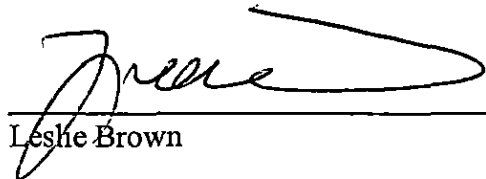
Lisa K. Pooler
Lisa K. Pooler
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell, MT
My Commission Expires 05/04/2021

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

TRACT 5F




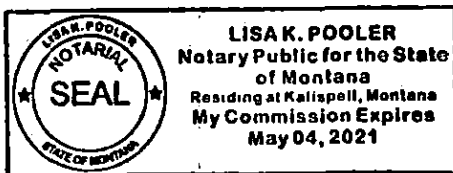
Darrin Brown



Leslie Brown

STATE OF MONTANA)
County of Flathead) : SS.

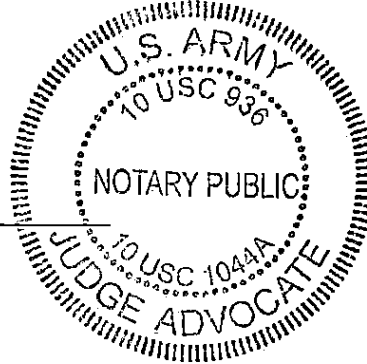
This instrument was acknowledged before me on the 5th day of December, 2020
by Darrin Brown and Leslie Brown.


LISA K. Pooler
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell, MT
My Commission Expires 05/04/2021

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

TRACT 5FA

David Steinh
David Steinke



WITH THE US ARMED FORCES AT
STATE OF AL ABID AIRBASE, IRAQ

: ss.

County of

This instrument was acknowledged before me on the 9th day of DECEMBER, 2020
by David Steinke.

ERIC SNYDER

(PRINTED NAME)

Notary Public for the State of ND

Residing at ALAB, IRAQ

My Commission Expires N/A

LTC, USA

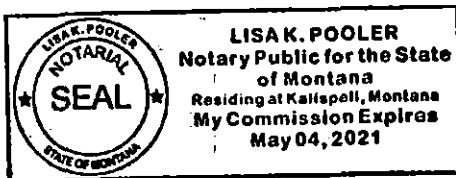
THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION


TRACT 5FB


Michael A. Farinelli

STATE OF MONTANA)
County of Flathead) : ss.

This instrument was acknowledged before me on the 5th day of December, 2020
by Michael A. Farinelli.




LISA K. Pooler
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell, MT
My Commission Expires 05/04/2021

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

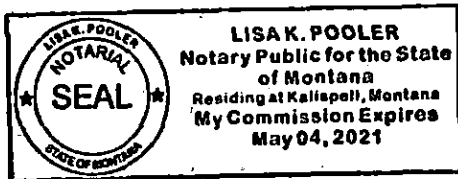
TRACT 5FC

David W. Oczkowicz
David W. Oczkowicz

Barbara A. Oczkowicz
Barbara A. Oczkowicz

STATE OF Montana)
County of Flathead) : ss.

This instrument was acknowledged before me on the 5th day of December, 2020
by David W. Oczkowicz and Barbara A. Oczkowicz.

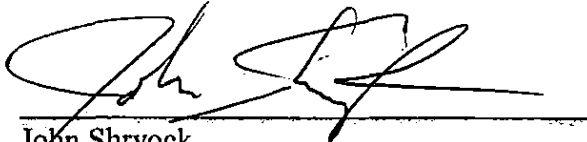


Lisa K. Pooler
Lisa K. Pooler
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell, MT
My Commission Expires 05/04/2021

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

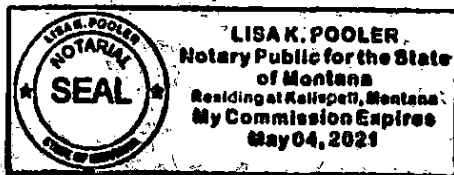
TRACT 5G

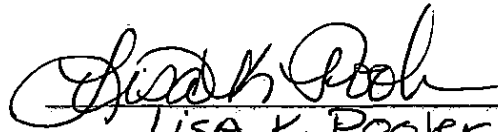
202100003305
Page: 37 of 83
Fees: \$581.00
1/28/2021 8:53 AM


John Shryock

STATE OF MONTANA)
County of Flathead) : SS.

This instrument was acknowledged before me on the 19th day of November, 2020
by John Shryock.




LISA K. Pooler
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell, MT
My Commission Expires 05/04/2021

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

TRACTS 5GA AND 5GAB

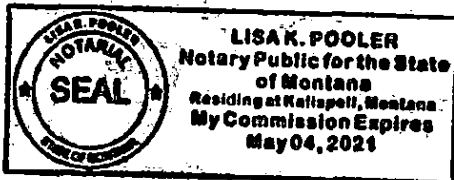


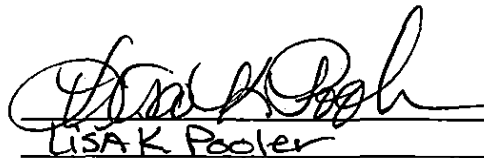
Thomas M. Bass

STATE OF Montana)

County of Flathead) : ss.

This instrument was acknowledged before me on the 21st day of December, 2020
by Thomas M. Bass.




Lisa K Pooler

(PRINTED NAME)

Notary Public for the State of Montana
Residing at Kalispell, MT
My Commission Expires 05/04/2021

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

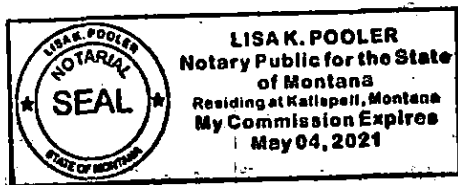
TRACT 5GC

David Hudak
David Hudak

Mary Amanda Hudak
Mary Amanda Hudak

STATE OF Montana)
County of Flathead) : SS.

This instrument was acknowledged before me on the 5th day of December, 2020
by David Hudak and Mary Amanda Hudak.



Lisa K. Pooler
Lisa K. Pooler
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell, MT
My Commission Expires 05/04/2021

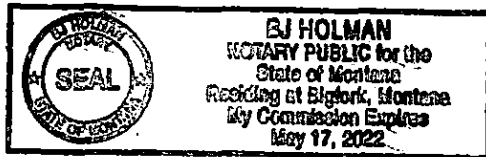
THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

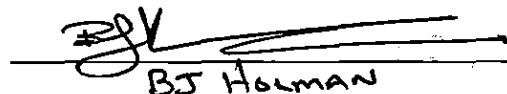
TRACT 5H/5A


Mark Tudahl

STATE OF MONTANA)
County of FLATHEAD) : ss.

This instrument was acknowledged before me on the 17 day of DECEMBER, 2020
by Mark Tudahl.



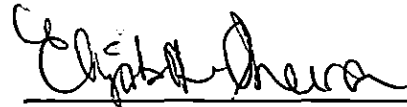

BJ Holman
(PRINTED NAME)
Notary Public for the State of MONTANA
Residing at BIGFORK, MT
My Commission Expires 17 MAY 2022

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

BLUE SKY ESTATES LOT 1



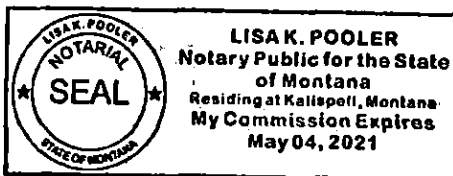
Josiah Sheeran

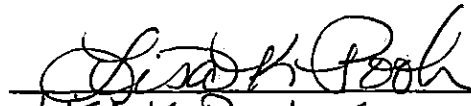


Elizabeth Sheeran

STATE OF MONTANA)
County of Flathead) : ss.

This instrument was acknowledged before me on the 5th day of December, 2020
by Josiah Sheeran and Elizabeth Sheeran.





LISA K. Pooler
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell, MT
My Commission Expires 05/04/2021

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

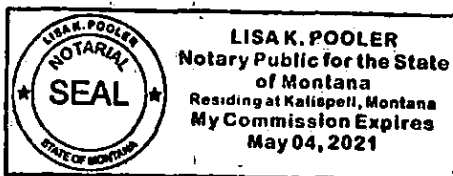
BLUE SKY ESTATES LOT 2

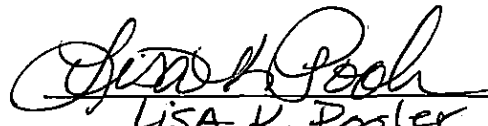

Chance Barrett


Vanessa Barrett

STATE OF Montana)
County of Flathead) : ss.


This instrument was acknowledged before me on the 5th day of December, 2020
by Chance Barrett and Vanessa Barrett.




LISA K. Pooler
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell MT
My Commission Expires 05/04/2021

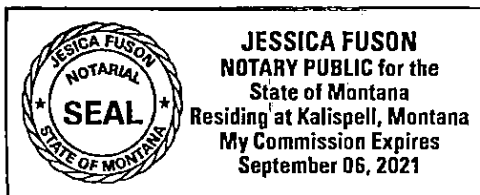
THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION


BLUE SKY ESTATES LOT 3


Brandon J. Frett

STATE OF Montana)
County of Flathead) ss.

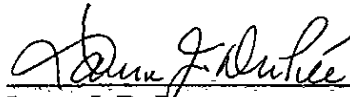
This instrument was acknowledged before me on the 11th day of December, 2020,
by Brandon J. Frett.




Jessica Fuson
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell, MT
My Commission Expires 9/6/2021

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

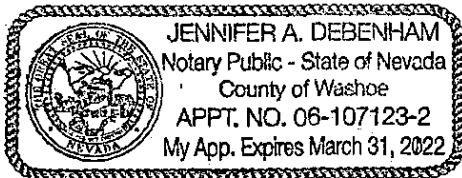
BLUE SKY ESTATES LOT 4

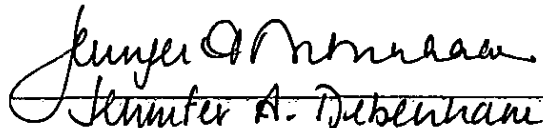


Laura J. DuPee

STATE OF Nevada)
County of Washoe) : ss.

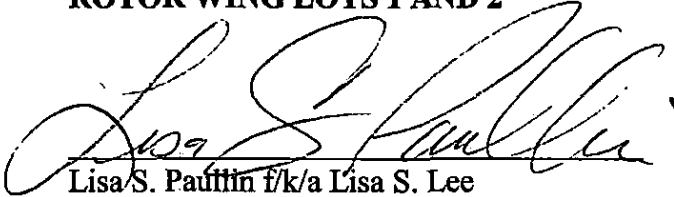
This instrument was acknowledged before me on the 30th day of November,
2020, by Laura J. DuPee.




Jennifer A. Debenham -
(PRINTED NAME)
Notary Public for the State of Nevada -
Residing at Reno, NV
My Commission Expires March 31, 2022

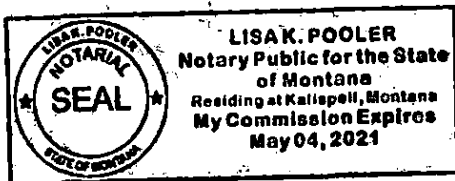
**THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION**

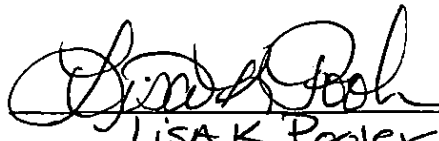
ROTOR WING LOTS 1 AND 2


Lisa S. Paullin f/k/a Lisa S. Lee

STATE OF MONTANA)
County of Flathead) : ss.

This instrument was acknowledged before me on the 4th day of December, 2020
by Lisa S. Paullin f/k/a Lisa S. Lee.






Lisa K Pooler
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell, MT
My Commission Expires 05/04/2021

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

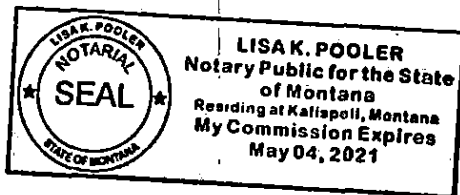
SIERRA'S LANDING LOT 1

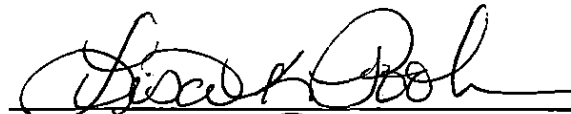


Jayson D. Watkins

STATE OF MONTANA)
County of Flathead) : ss.

This instrument was acknowledged before me on the 5th day of December, 2020
by Jayson D. Watkins.





Lisa K. Pooler
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell, MT
My Commission Expires 05/04/2021

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

SIERRA'S LANDING LOT 2

Saint Wesonga
Saint Wesonga

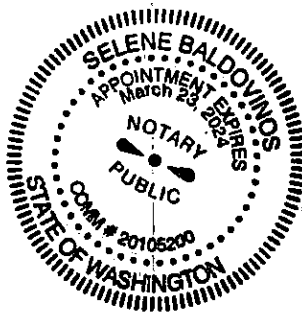
Sarah Wesonga
Sarah Wesonga

STATE OF Washington)
County of Kittitas) : ss.

This instrument was acknowledged before me on the 15 day of January,
2021, by Saint Wesonga and Sarah Wesonga.

Selene Baldovinos
Selene Baldovinos
(PRINTED NAME)

Notary Public for the State of Washington
Residing at Cle Elum
My Commission Expires March 23, 2024



THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

SIERRA'S LANDING LOT 3

Brady J Vaira
Brady Joe Vaira

Lisa Marielucas Vaira
Lisa Marielucas Vaira

STATE OF South Dakota)
County of Meade) : ss.

This instrument was acknowledged before me on the 16th day of December 2020, by Brady Joe Vaira and Lisa Marielucas Vaira.



Joycelin Webster, 1st Lt USAF
(PRINTED NAME)


Notary Public for the State of South Dakota

My Commission Expires NA Title 10

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

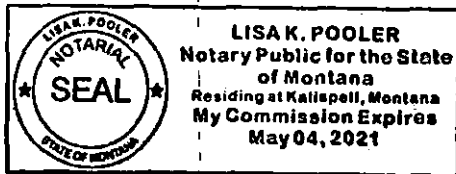
SIERRA'S LANDING LOT 4



Brice Wierenga


Nicole K. Wierenga

STATE OF MONTANA)
County of Flathead) : SS.

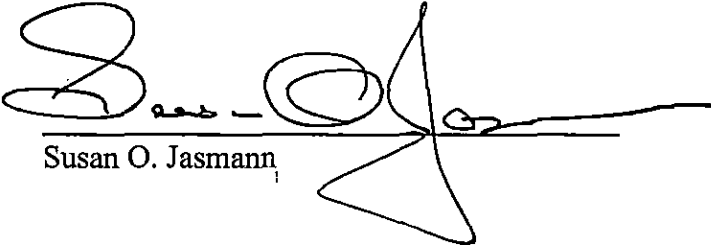
This instrument was acknowledged before me on the 5th day of December, 2020
by Brice Wierenga and Nicole K. Wierenga.




Lisa K. Pooler
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell, MT
My Commission Expires 05/04/2021

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

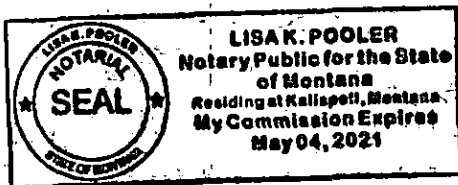
SKY RANCH ADDITION LOT 1




Susan O. Jasmann

STATE OF Montana)
County of Flathead) : ss.

This instrument was acknowledged before me on the 21st day of December, 2020
by Susan O. Jasmann.





LISA K. Pooler
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell, MT
My Commission Expires 05/04/2021

**THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION**

SKY RANCH ADDITION LOT 2

Barry E. Ballenger

Miriam Ballenger

STATE OF _____)
: ss.
County of _____)

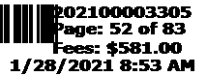
This instrument was acknowledged before me on the ____ day of _____,
20____, by Barry E. Ballenger and Miriam Ballenger.

(PRINTED NAME)

Notary Public for the State of _____

Residing at _____

My Commission Expires _____

**SKY RANCH ADDITION LOT 3**

Dustin Dworak

STATE OF _____)

This instrument was acknowledged before me on the ____ day of _____, 20____,
by Amanda Dworak and Dustin Dworak.

(PRINTED NAME)
Notary Public for the State of _____
Residing at _____
My Commission Expires _____

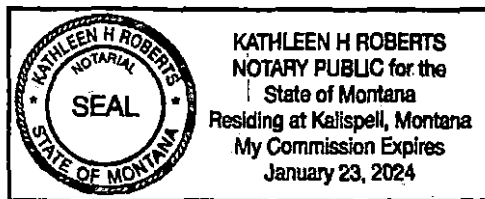
THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

SKY RANCH ADDITION LOT 4

Michele A. Oswalt
Michele A. Oswalt

STATE OF Montana)
County of Flathead) : SS.

This instrument was acknowledged before me on the 21st day of December, 2020
by Michele A. Oswalt.



Kathleen H Roberts
Kathleen H Roberts
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell, MT
My Commission Expires Jan. 23, 2024

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

SKY RANCH ADDITION LOT 5

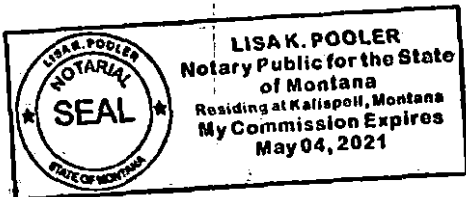
Rich C. Skane

Richard Skane

Anita Skane

STATE OF Montana)
County of Flathead) : ss.

This instrument was acknowledged before me on the 5th day of December, 2020
by Richard Skane and ~~Anita Skane~~.



Lisa K. Pooler
LISA K. Pooler
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell MT
My Commission Expires 05/04/2021

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

SKY RANCH TRACTS LOT 1



Patrick Joseph Gould



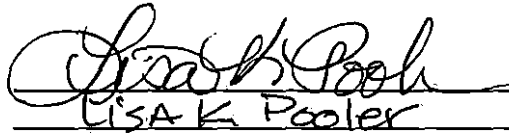
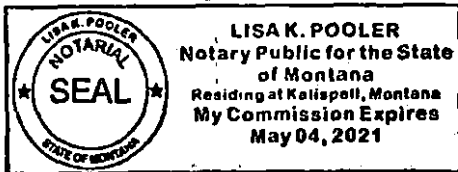
Joanne Marie Gould

STATE OF Montana)

: SS.

County of Flathead)

This instrument was acknowledged before me on the 5th day of December, 2020
by Patrick Joseph Gould and Joanne Marie Gould.



(PRINTED NAME)

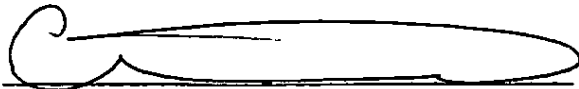
Notary Public for the State of Montana

Residing at Kalispell MT

My Commission Expires 05/04/2021

**THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION**

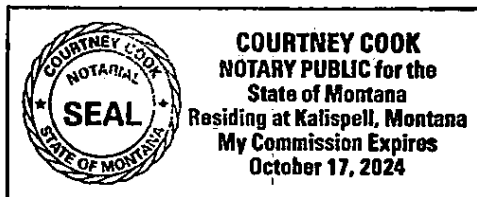
SKY RANCH TRACTS LOT 2

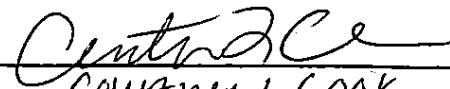


Eric R. Komberec

STATE OF Montana)
County of Flathead) : ss.

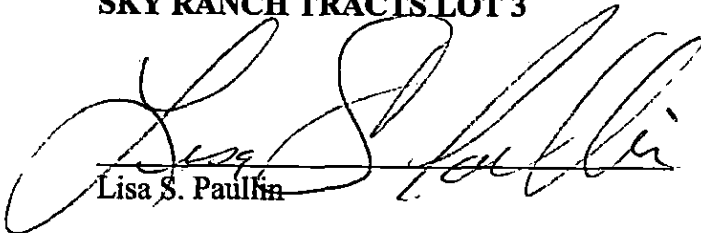
This instrument was acknowledged before me on the 18 day of December, 2020
by Eric R. Komberec.




COURTNEY L. COOK
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kali'spell
My Commission Expires 10/17/2024

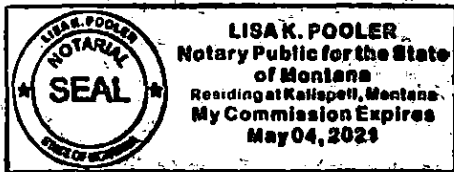
THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

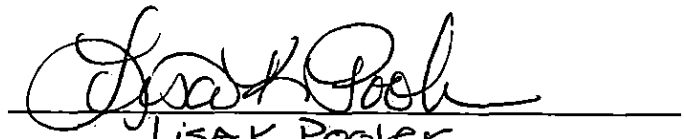
SKY RANCH TRACTS LOT 3


Lisa S. Paullin

STATE OF Montana)
County of Flathead) : ss.

This instrument was acknowledged before me on the 4th day of December, 2020
by Lisa S. Paullin.




Lisa K. Pooler
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell, MT
My Commission Expires 05/04/2021

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

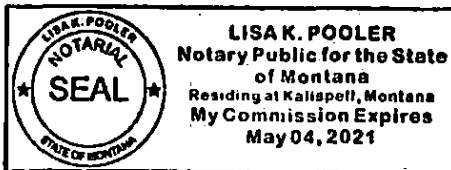
SKY RANCH TRACTS LOT 4

Mary Guffin POA for
Timothy George Guffin

Mary Guffin
Mary Guffin

STATE OF Montana)
County of Flathead) : ss.

This instrument was acknowledged before me on the 5th day of December, 2020
by ~~Timothy George Guffin~~ and Mary Guffin, Individually and as Power of
Attorney for Timothy George Guffin



Lisa K. Pooler
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell, MT
My Commission Expires 05/04/2021

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

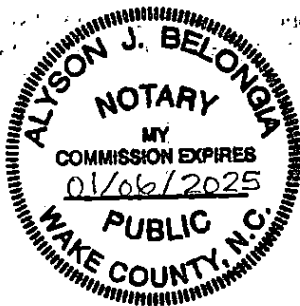
STAGGERWING LOT 1

HELEN LOUISE KNIES REVOCABLE TRUST DATED NOVEMBER 24, 2004

By: Helen Louise Knies Trustee
Helen Louise Knies, Trustee

STATE OF NORTH CAROLINA)
County of WAKE) : ss.

This instrument was acknowledged before me on the 1ST day of DECEMBER,
2020, by Helen Louise Knies, Trustee of the Helen Louise Knies Revocable Trust dated
November 24, 2004.

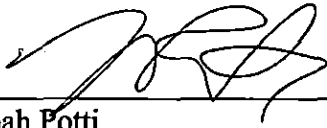


Alyson J. Belongia
ALYSON J. BELONGIA
(PRINTED NAME)

Notary Public for the State of NORTH CAROLINA
Residing at 11126 CAPITAL BLVD., WAKE FOREST, NC 27507
My Commission Expires 01/06/2025

**THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION**

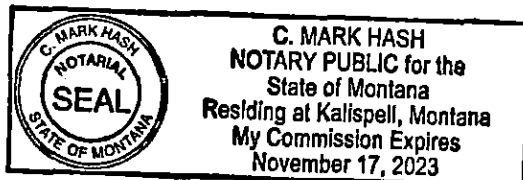
STAGGERWING LOT 2

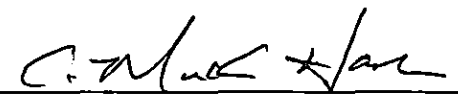


Noah Potti

STATE OF Montana)
County of Flathead) : ss.

This instrument was acknowledged before me on the 12 day of January, 2021,
by Noah Potti.





(PRINTED NAME)
Notary Public for the State of _____
Residing at _____
My Commission Expires _____

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

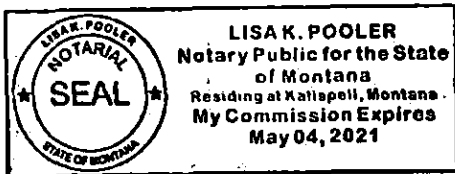
STAGGERWING LOT 3

Ru
Russell F. Nicol

Thelma Keys Nicol
Thelma Keys Nicol

STATE OF Montana)
County of Flathead) : ss.

This instrument was acknowledged before me on the 5th day of December, 2020,
by Russell F. Nicol and Thelma Keys Nicol.



Lisa K. Pooler
LISA K. Pooler
(PRINTED NAME)
Notary Public for the State of Montana
Residing at Kalispell, MT
My Commission Expires 05/04/2021

THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION

STAGGERWING LOT 4

Greg Bach
Greg Bach

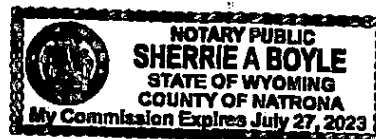
Elva Bach
Elva Bach

STATE OF Wyoming)
County of Natrona) : ss.

This instrument was acknowledged before me on the 1st day of December
2020 by Greg Bach and Elva Bach.

Sherrie A. Boyle

(PRINTED NAME)
Notary Public for the State of Wyoming
Residing at Natrona
My Commission Expires July 27, 2023





**THE UNDERSIGNED PARTY(IES) HEREBY AGREE
TO BE BOUND BY THIS DECLARATION**

ZEPHYR SUBDIVISION

THE JKGATES FAMILY TRUST, u/t/d February 28, 2019

By: _____
John H. Gates, Co-Trustee

Kathryn L. Gates, Co-Trustee

STATE OF _____)
: ss.
County of _____)

This instrument was acknowledged before me on the ____ day of _____, 20__,
by John H. Gates and Kathryn L. Gates, Co-Trustees of The JK Gates Family Trust u/t/d
February 28, 2019.

(PRINTED NAME)
Notary Public for the State of _____
Residing at _____
My Commission Expires _____

EXHIBIT A

The bold headings on this Exhibit A (e.g. TRACT 3, TRACT 3A, BLUE SKY ESTATES LOT 1) are not part of the legal description of the properties described herein. Such bold headings are for reference only to assist in identifying those parcels of land that are subject to this Declaration and the numbers contained therein generally refer to those tract numbers and subdivision lot numbers shown on that portion of the section map attached at the end of this Exhibit A. At the time of execution of this document, the real property described after each bold heading on this Exhibit A constitutes one (1) "Lot," as that term is used in this Declaration, including Tract 5H/5A which is considered one (1) Lot. In the event of any discrepancy between the written legal descriptions below and said section map, the written legal descriptions govern which properties are subject to this Declaration.

TRACT 3:

Parcel A of Correction Certificate of Survey No. 17266, located in the Southeast Quarter of the Southeast Quarter of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana.

TRACT 3A:

Parcel 2 of Correction Certificate of Survey No. 17387, located in the Southeast Quarter of the Southeast Quarter of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana.

TRACT 3AA:

Parcel 1 of Correction Certificate of Survey No. 17387, located in the Southeast Quarter of the Southeast Quarter of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana.

TRACT 3AB:

A tract of land being Parcel 3 of Correction Certificate of Survey Number 17387, as corrected, and located in the SE ¼ of the SE ¼ of Section 7, Township 27 North, Range 20 West, Principal Meridian, Montana, Flathead County, Montana and more particularly described as follows:

Commencing at the Southeast Section corner of Section 7; Thence N89 degrees 26'25"W, on and along the South boundary of said SE ¼ of the SE ¼ a distance of 659.40 feet to a point and which point is the true point of beginning;

Thence N 00°57'16" E a distance of 331.46 feet to a point and which point lies on the north boundary of Parcel 1 of Certificate of Survey Number 11275, Records of Flathead County; Thence N 89°26'25" W, on and along said north boundary of parcel 1, a distance of 659.67 feet to a point and which point is the Northwest corner of said parcel; thence S 00°54'25" W, on and along the west boundary of said Parcel 1, a distance of 331.31 feet to a point and which point is the Southwest corner of said Parcel 1; thence S 89°25'32"

E, and leaving said west boundary, on and along the south boundary of said tract 1, a distance of 659.40 feet to the true point of beginning. This parcel contains 5.017 acres and subject to and together with a 120-foot aircraft runway easement and subject to and together with two 50-foot aircraft safety setback easements and a 60-foot road, taxiway, and utility easement and 60-foot road and utility easement all as shown hereon and subject to and together with all appurtenant easements of record.

TRACT 3AC:

A tract of land located in the Southeast Quarter of the Southeast Quarter of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana, known as:

Parcel 4 of Correction Certificate of Survey No. 17387.

TRACT 3B:

A tract of land being the North Half of the North Half of the Northeast Quarter of the Southeast Quarter of Section 7, Township 27 North, Range 20 West, M.P.M., Flathead County, Montana, and more particularly described as follows:

Commencing at the East Quarter of said Section 7, which point is the True Point of Beginning, thence

South 01°01'14" West on and along the East boundary of said Southeast Quarter, a distance of 331.76 feet to a point which point is the Southeast corner of said tract; thence

North 89°30'55" West on and along the South boundary of said tract, a distance of 1322.63 feet to a point, which point is the Southwest corner of said tract; thence

North 00°54'58" East on and along the West boundary of said tract, a distance of 331.30 feet to a point, which point is the center East one-sixteenth corner and which point is the Northwest corner of said tract; thence

South 89°32'05" East on and along the North boundary of said tract, a distance of 1323.23 feet to the True Point of Beginning.

Shown as the Remainder Tract of Certificate of Survey No. 11276.

EXCEPTING THEREFROM the following:

Lot 1 of Zephyr Subdivision, according to the map or plat thereof on file and of record in the office of the County Clerk and Recorder of Flathead County, Montana.

TRACT 3BA:

A tract of land being the South Half of the North Half of the Northeast Quarter of the Southeast Quarter of Section 7, Township 27 North, Range 20 West, Principal Meridian, Montana, Flathead County, Montana and more particularly described as follows:

Commencing at the East Quarter corner of said Section 7, indicated by a found 5/8" rebar; thence,

South 01°01'14" West, on and along the East boundary of said Southeast Quarter, a distance of 331.76 feet to a point which point is the Northeast corner of said South Half of the North Half of the Northeast Quarter of the Southeast Quarter and which point is the True Point of Beginning; thence continuing

South 01°01'14" West, on and along the East boundary of said South Half of the North Half of the Northeast Quarter of the Southeast Quarter, a distance of 331.76 feet to a point which point is the Southeast Corner of said tract; thence

North 89°29'44" West, on and along the South boundary of said South Half of the North Half of the Northeast Quarter of the Southeast Quarter, a distance of 1322.02 feet to a point which point is the Southwest corner of said tract; thence

North 00°54'38" East, on and along the West boundary of said tract, a distance of 331.31 feet to a point which point is the Northwest corner of said tract; thence

South 89°30'55" East, on and along the North boundary of said tract, a distance of 1322.63 feet to the True Point of Beginning.

Shown as Tract 1 of Certificate of Survey No. 11276.

TRACT 3D:

Tract A of Correction Certificate of Survey No. 17265, located in the Southeast Quarter of the Southeast Quarter of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana

TRACT 3DA:

Tract B of Certificate of Survey No. 20234, a tract of land situate, lying and being in the Southeast Quarter of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana.

TRACT 3E:

Parcel B of Correction Certificate of Survey No. 17266, located in the Southeast Quarter of the Southeast Quarter of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana.

TRACT 4:

Tract 2 of Certificate of Survey No. 16967, located in that portion of the Northwest Quarter of the Southeast Quarter of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana.

TRACT 4A:

Remainder Tract of Certificate of Survey No. 11278, located and being in the North Half of the North Half of the Southwest Quarter of the Southeast Quarter of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana.

TRACT 4AA:

A tract of land being the South Half of the North Half of the Southwest Quarter of the Southeast Quarter of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana, and more particularly described as follows:

Commencing at the Southeast 1/16 corner of said Section 7; thence
South 00°54'58" West, on and along the East boundary of said Southwest Quarter of the Southeast Quarter, a distance of 331.30 feet to the True Point of Beginning;
thence
South 00°54'58" West, continuing on and along said East boundary of the Southwest Quarter of the Southeast Quarter, a distance of 331.30 feet to a point which point is the Southeast corner of the North Half of the Southwest Quarter of the Southeast Quarter; thence
North 89°25'01" West, on and along the South boundary of said North Half of the Southwest Quarter of the Southeast Quarter, a distance of 1319.59 feet to a point and which point is the Southwest corner of said North Half of the Southwest Quarter of the Southeast Quarter; thence
North 00°48'41" East, on and along the West boundary of said North Half of the Southwest Quarter of the Southeast Quarter, a distance of 330.85 feet to a point and which point is the Northwest corner of said South Half of the North Half of the Southwest Quarter of the Southeast Quarter; thence
South 89°26'12" East, on and along the North boundary of said South Half of the North Half of the Southwest Quarter of the Southeast Quarter, a distance of 1320.20 feet to the True Point of Beginning.

Tract 1 of Certificate of Survey No. 11278.

TRACT 4C:

A tract of land located in the Northwest Quarter of the Southeast Quarter of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana, known as:

Parcel A of Certificate of Survey No. 17541.

TRACT 4CA:

A tract of land being in the South Half of the North Half of the Northwest Quarter of the Southeast Quarter of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana, described as follows:

Tract 1 of Certificate of Survey No. 11255.

TRACT 4CB:

Parcel B of Certificate of Survey No. 17541, located in the Northwest Quarter of the Southeast Quarter of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana.

TRACT 4D:

That portion of the NW1/4 SE1/4 of Section 7, Township 27 North, Range 20 West, Principal Meridian Montana, Flathead County, Montana, described as follows:

Parcel B of Certificate of Survey No. 18579, records of Flathead County, Montana and containing 5.02 acres of land, more or less. Together with a 40 foot Roadway & Utility Easement as shown on said Survey. Together with a 40 foot Roadway, Taxiway & Utility Easement as shown on said Survey. Subject to and Together with an Aircraft Runway Easement and Aircraft Safety Setback Easement as shown on said Survey.

TRACT 4DA:

Parcel A of Certificate of Survey No. 18579, located and being in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section 7, Township 27 North, Range 20 West, P.M.,M., Flathead County, Montana.

TRACT 4E:

Tract 1 of Certificate of Survey No. 16967, located and being in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section 7, Township 27 North, Range 20 West, P.M.,M., Flathead County, Montana.

TRACT 5:

Tract 1 of Certificate of Survey No. 11289, a tract of land located in the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana.

TRACT 5C:

A tract of land being the North Half of the North Half of the Southwest Quarter of the Northeast Quarter of Section 7, Township 27 North, Range 20 West, M.P.M., Flathead County, Montana and more particularly described as follows:

Commencing at the center North one-sixteenth corner of said Section 7, and which is the True Point of Beginning; thence

South 00°48'41" West on and along the West boundary of said North Half of the North Half of the Southwest Quarter of the Northeast Quarter, a distance of 330.69 feet to a point, and which point is the Southwest corner of said North Half of the North Half of the Southwest Quarter of the Northeast Quarter; thence

South 89°36'11" East, on and along the South boundary of said North Half of the North Half of the Southwest Quarter of the Northeast Quarter a distance of 1325.07 feet to the Southeast corner of said North Half of the North Half of the Southwest Quarter of the Northeast Quarter; thence

North 00°54'58" East on and along the East boundary of said North Half of the North Half of the Southwest Quarter of the Northeast Quarter a distance of 331.22 feet to a point, which point is the Northeast corner of said North Half of the North Half of the Southwest Quarter of the Northeast Quarter; thence

North 89°37'33" West on and along the North boundary of said North Half of the North Half of the Southwest Quarter of the Northeast Quarter, a distance of 1325.68 feet to the True Point of Beginning.

REMAINDER TRACT OF CERTIFICATE OF SURVEY NO. 11246.

TRACT 5F:

Tract 4 of Certificate of Survey No. 11864, located in the Northwest Quarter of the Northeast Quarter of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana.

TRACT 5FA:

Tract 1 of Certificate of Survey Number 11864, containing 5.040 acres and located in the Northwest Quarter of the Northeast Quarter of Section 7, T27N, R20W, PM,M, Flathead County, Montana. Subject to and together with a 60-foot declared county road along the North boundary and subject to and together with a 40-foot private road, taxiway and utility easement along the west and south boundaries and subject to and together with all appurtenant easements of record.

TRACT 5FB:

Tract 2 of Certificate of Survey No. 11864 located in the Northwest Quarter of the Northeast Quarter of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana.

TRACT 5FC:

A Tract of land located in the Northwest Quarter of the Northeast Quarter of Section 7, Township 27 North, Range 20 West, Principal Meridian, Montana, Flathead County, Montana and more particularly described as follows:

Tract 3 of Certificate of Survey Number 11864.

Excepting Therefrom rights of the public in and to that portion of the premises known as Manning Road.

TRACT 5G:

Tract 2 of Certificate of Survey No. 14205 located in the East Half of the Northeast Quarter of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana.

TRACT 5GA:

Parcel 2 of Certificate of Survey No. 14426, a tract of land located in the Northeast Quarter of the Northeast Quarter of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana.

TRACT 5GAB:

A tract of land, situated, lying and being in the Northeast Quarter of the Northeast Quarter of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana, and more particularly described as follows to wit:

Tract 1 of Certificate of Survey No. 18535.

TRACT 5GC:

Parcel 1:

Tract 1 of Certificate of Survey No. 14205 a tract of land situated, lying and being in the East half of the Northeast Quarter in Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana.

Parcel 2:

Easement for the benefit of Parcel 1 as created by Quit Claim Deed recorded October 7, 1999, as Instrument No. 1999-280-10160; and by Grant Deed recorded April 7, 2000 as Instrument No. 2000-098-12270; and as depicted on Certificate of Survey No. 14016 and Certificate of Survey No. 14205, described as follows:

A 30 foot and a 60 foot private road and utility easement as shown on Certificate of Survey 14016.

TRACT 5H/5A:

Tract 3 of Certificate of Survey No. 11031, located in the East Half of the Northeast Quarter of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana.

EXCEPTING THEREFROM

Tract 1 of Certificate of Survey No. 11289, a tract of land located in the Southeast Quarter of the Northeast Quarter of Section 7, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana.

BLUE SKY ESTATES LOT 1:

Lot 1 of Blue Sky Estates Subdivision, according to the map or plat thereof on file and of record in the office of the Clerk & Recorder of Flathead County, Montana.

BLUE SKY ESTATES LOT 2:

Lot 2 of Blue Sky Estates Subdivision, according to the map or plat thereof on file and of record in the office of the Clerk & Recorder of Flathead County, Montana.

BLUE SKY ESTATES LOT 3:

Lot 3 of Blue Sky Estates Subdivision, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

BLUE SKY ESTATES LOT 4:

Lot 4 of Blue Sky Estates Subdivision, according to the official plat thereof, filed in Official Records of Flathead County, Montana.

ROTOR WING LOT 1:

Lot 1 of Rotor Wing, according to the official Plat thereof, filed in Official Records of Flathead County, Montana.

ROTOR WING LOT 2:

Lot 2 of Rotor Wing, according to the official Plat thereof, filed in Official Records of Flathead County, Montana.

SIERRA'S LANDING LOT 1:

Lot 1 of Sierra's Landing Subdivision, according to the map or plat thereof on file and of record in the office of the Clerk & Recorder of Flathead County, Montana.

SIERRA'S LANDING LOT 2:

Lot 2 of Sierra's Landing Subdivision, according to the map or plat thereof on file and of record in the office of the Clerk & Recorder of Flathead County, Montana.

SIERRA'S LANDING LOT 3:

Lot 3 of Sierra's Landing Subdivision, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

SIERRA'S LANDING LOT 4:

Lot 4 of Sierra's Landing Subdivision, according to the map or plat thereof on file and of record in the office of the Clerk & Recorder of Flathead County, Montana.

SKY RANCH ADDITION LOT 1:

Lot 1 of Sky Ranch Addition, according to the map or plat thereof on file and of record in the Office of the Clerk and Recorder of Flathead County, Montana.

SKY RANCH ADDITION LOT 2:

Lot 2 of Sky Ranch Addition, according to the map or plat thereof on file and of record in the Office of the Clerk and Recorder of Flathead County, Montana.

SKY RANCH ADDITION LOT 3:

Lot 3 of Sky Ranch Addition, according to the map or plat thereof on file and of record in the Office of the Clerk and Recorder of Flathead County, Montana.

SKY RANCH ADDITION LOT 4:

Lot 4 of Sky Ranch Addition, according to the map or plat thereof on file and of record in the Office of the Clerk and Recorder of Flathead County, Montana.

SKY RANCH ADDITION LOT 5:

Lot 5 of Sky Ranch Addition, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

SKY RANCH TRACTS LOT 1:

Lot 1 of SKY RANCH TRACTS, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

SKY RANCH TRACTS LOT 2:

Lot 2 of Sky Ranch Tracts, according to the map or plat thereof on file and of record in the office of the Clerk & Recorder of Flathead County, Montana.

SKY RANCH TRACTS LOT 3:

Parcel 1:

Lot 3 of Sky Ranch Tracts, according to the official plat thereof, filed in Official Records of Flathead County, Montana.

Parcel 2:

Easement for the benefit of Parcel 1 as created by instrument recorded March 9, 1993 as Instrument No. 199306811590, and in modification of easement and maintenance agreement recorded December 7, 1995 as Instrument No. 199534116260 for ingress and egress and utility easement, over and across the land described as follows:

A 40' non-exclusive road, taxiway and utility easement along and adjacent to the Westerly boundary of the Northeast quarter of the Southeast quarter and along and adjacent to the Southerly boundary of the Southeast quarter of said Section 7, Township 27 North, Range 20 West.

SKY RANCH TRACTS LOT 4:

Tract 1:

Lot 4 of Sky Ranch Tracts, according to the official plat thereof, filed in Official Records of Flathead County, Montana.

Tract 2:

TOGETHER WITH a perpetual, non-exclusive easement 40 feet in width for road, taxiway and utility purposes along and adjacent to the Westerly boundary of the NE1/4 and SE1/4, and along and adjacent to the Southerly boundary of the SE1/4 of said Section 7; and also together with a perpetual, non-exclusive easement 120 feet in width, being 60 feet on either said of the North-South centerline of said NE1/4 and SE1/4 of said Section 7, for an aircraft runway, and an additional 50 feet in width on either side of said runway for aircraft safety

setback easement, said aircraft runway and safety setback easements being more particularly set forth in the above captioned Declaration of Covenants, Conditions and Restrictions.

STAGGERWING LOT 1:

Lot 1 of Staggerwing Subdivision, according to the map or plat thereof on file and of record in the office of the Clerk & Recorder of Flathead County, Montana.

STAGGERWING LOT 2:

Lot 2 of Staggerwing Subdivision, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

STAGGERWING LOT 3:

Lot 3 of Staggerwing Subdivision, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

STAGGERWING LOT 4:

Lot 4 of Staggerwing Subdivision, according to the map or plat thereof on file and of record in the office of the Clerk & Recorder of Flathead County, Montana.

ZEPHYR SUBDIVISION:

Lot 1 of Zephyr Subdivision, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

The below portion of the section map for Section 7, Township 27 North, Range 20 West, is to assist in identifying those parcels that are subject to this Declaration. The numbers contained in each parcel shown should help generally identify where each parcel described above on this Exhibit A is located. This map is not intended to be an accurate depiction of the boundaries of each parcel or the other information shown hereon. In the event of any discrepancy between the written legal descriptions above and this section map, the written legal descriptions govern which properties are subject to this Declaration.

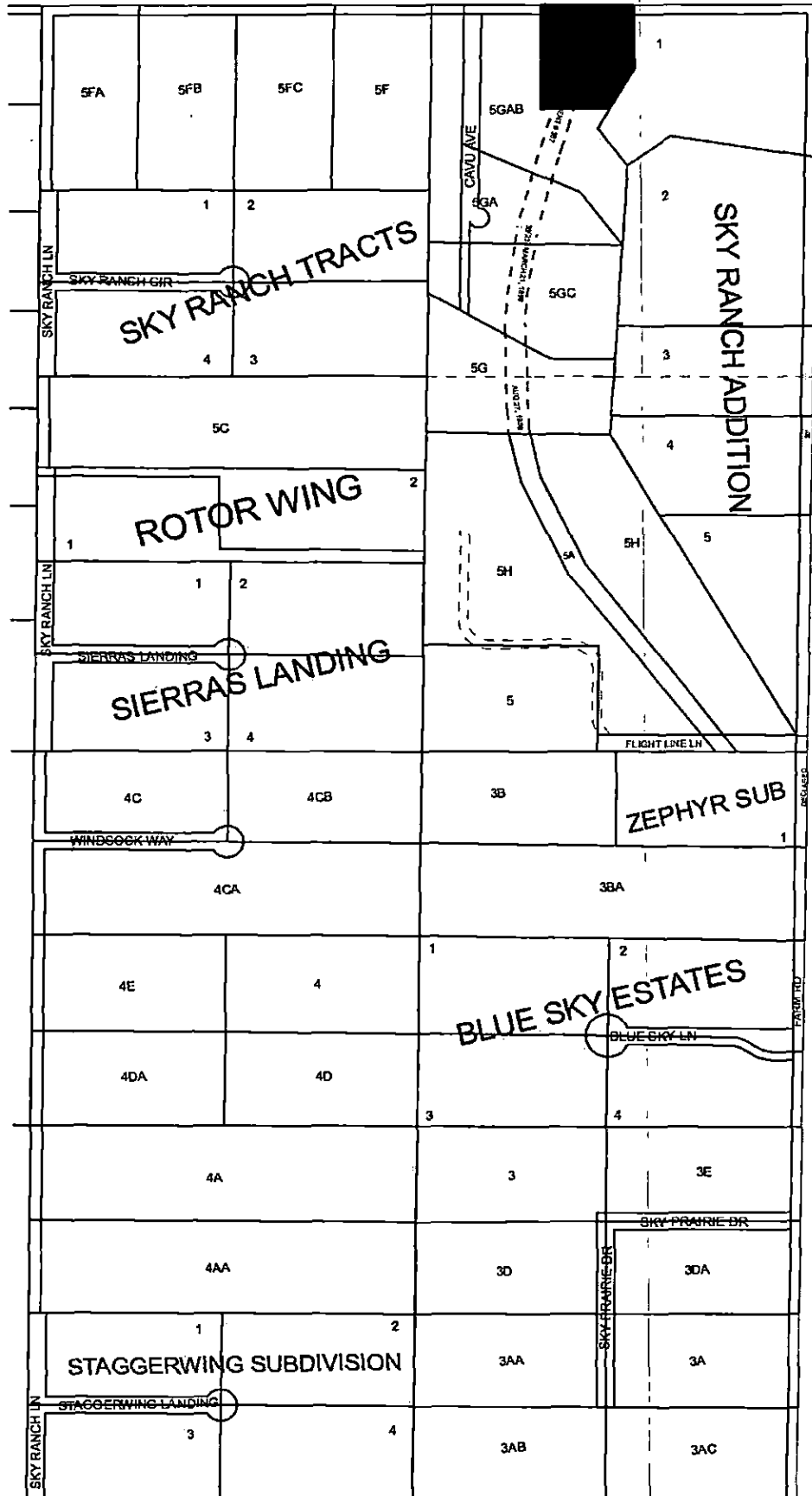


EXHIBIT B
CHAPTER 27.26
OUTDOOR LIGHTING STANDARDS

Sections:

27.26.010	Intent
27.26.020	Applicability
27.26.030	General Standards
27.26.040	Specific Standards
27.26.050	Specific Uses
27.26.060	Procedure
27.26.070	Nonconforming Lighting
27.26.080	Figures

- 27.26.010: Intent.** Light pollution obscures the night sky, a resource important to residents and visitors. Light trespass interferes with the quality of life and public safety of the community. Standards for outdoor lighting are intended to control artificial light from non-vehicular sources that produce glare, light trespass, nuisance light and/or degrade the night sky. These standards are intended to reduce and eliminate nuisance glare and light trespass from poorly placed, inappropriate, misaligned or improperly shielded light sources. It is the further intent of these standards to conserve energy and resources as well as to curtail and reverse the degradation of the night sky through the regulation of the type and use of outdoor lighting while maintaining night-time safety, utility and security.
- 27.26.020: Applicability.** All residential and commercial lighting whether on public or private property installed in the city limits of Kalispell shall comply with the requirements and specifications established with these regulations. Lighting within a public or private right-of-way is not within the scope of these regulations.
- 27.26.030: General Standards:**
- (1) All outdoor lighting, including the fixture, pole, and other supporting elements, shall be designed to complement the overall architectural appearance of the site and prevent excessive glare.
 - (2) Low voltage landscape lighting will be allowed provided it is directed toward the object or building and does not leave the perimeter of the site or contribute to light trespass.
 - (3) Nothing herein shall be deemed to prohibit the installation of minimum emergency lighting standards required by the applicable building and/or fire codes.
 - (4) When practical, timing mechanisms and photo cells shall be used to reduce light levels and conserve energy during non-operational hours.

- (5) Mercury vapor lights are prohibited because of the poor color spectrum, light intensity and inefficient energy use. Low pressure or high pressure sodium lights and metal halide are encouraged rather than the use of fluorescent lights.
- (6) Light fixtures or lamps shall be shielded in such a manner so that the light emitting surface is not visible and to direct incident rays away from all adjacent property.
- (7) Any light fixture must be placed in such a manner so that no light emitting surface is visible from any residential area or public/private roadway, walkway, trail or other public way when viewed at ground level.
- (8) Exposed bulbs used for ornamental purposes that do not exceed the equivalent of fifteen (15) watts incandescent are exempted from shielding requirements.

27.26.040 Specific Standards:

- (1) Lights mounted on poles shall not be taller than 25 feet (pole height to be calculated from grade to the top of the pole structure).
- (2) The level of lighting shall not exceed 0.3 foot candles at any residential property line or 1.0 foot candles at any non-residential property line, except that the measurement along any right-of-way shall be taken from the curb line, or, if there is no curb, the edge of the asphalt. Measurements shall be taken from ground level. If a side or rear property line is adjacent to a parking lot, the maximum foot candle measurement may be exceeded provided that the increase is otherwise designed to meet the intent of this ordinance.
- (3) Light (including, but not limited to, pole lights, floodlights, wall lights, etc.) shall have external shielding or shall be directed and angled so that no light is visible above a 90 degree angle measured from a vertical line from the center of the lamp (i.e. shall be a full cutoff fixture) and shall not shine onto any adjacent public right-of-way or adjacent property.
- (4) Roof illumination is not allowed.

27.26.050: Specific Uses:

- (1) **Architectural Accent Lighting.** Fixtures used to accent architectural features, materials, colors, style of buildings, landscaping, or art shall be located, aimed and shielded so that light is directed only on those features. Such fixtures shall be aimed or shielded to prohibit light spill.
- (2) **Signs:**

- (a) Any interior lighted signs may not be lit at night when any face of the sign is removed or damaged in such a way that the light may distract or intrude on drivers or adjacent properties.
- (b) Signs that have exterior lighting must be lit from above the sign and the light shielded except that ground lighting may be used for ground mounted signs with a solid base (i.e. no gaps between the sign and the framework or the ground). In all cases lighting must be directed at the surface of the sign area.

(3) **Canopy Lighting and Lighting of Service Stations:**

- (a) Light fixtures mounted on canopies shall be recessed so that the lens cover is recessed or flush with the bottom surface (ceiling) of the canopy or shielded by the fixture or the edge of the canopy so that light is restrained to 90 degrees or less from vertical.
- (b) Indirect lighting may be used where light is beamed upward and then reflected down from the underside of the canopy. When this method is used, light fixtures must be shielded so that direct illumination is focused exclusively on the underside of the canopy.
- (c) Lights shall not be mounted on the top or sides (fascias) of the canopy.
- (d) Lights shall be fully recessed and shielded to ensure that no light source is visible from or causes glare in the public right-of-way or adjacent properties.

(4) **Outdoor Sports or Recreation Fields or Performance Areas.** Lighting of outdoor recreational facilities (public or private), such as, but not limited to, football fields, soccer fields, baseball fields, softball fields, tennis courts, special event or show areas, are exempt from this ordinance provided that the lights are to be used only when the facility is in use.

(5) **Flags.** Flags of the United States or Montana, and flags displayed with either the United States and/or Montana flags, may be illuminated from below provided such lighting is focused primarily on the individual flag or flags to limit light trespass and spill into the dark night sky.

(6) **Searchlights.** The operation of searchlights for any purpose other than an emergency need is prohibited.

(7) **Towers.** Lighting on towers is prohibited except as required by regulations of the Federal Aviation Administration.

27.26.060: Procedure. At the time of site plan approval by the Kalispell Site Development Review Committee, the applicant must supply a lighting plan in accordance with these regulations and shall demonstrate conformance with these standards. At a minimum the lighting plan shall include:

- (1) Manufacturer specifications regarding the light fixture, proposed locations, mounting heights and direction of all exterior lighting.
- (2) If the building, signage or landscaping is proposed to be lit, relevant drawings shall be provided showing the type, location and direction of the light fixture.
- (3) Photometric data of all parking lot lighting and other descriptive information on the fixtures and/or a computer generated photometric grid showing foot candle reading every 10 feet within the property or site and 10 feet beyond the property boundaries.

27.26.070: Nonconforming Lighting:

- (1) **Commercial.** Lighting for commercial uses including but not limited to parking lot and building lighting that does not conform to these regulations shall be brought into compliance with those provisions relating to full cutoff fixtures and/or lamps by January 1, 2010. A one year extension may be considered by the Kalispell City Council based upon a specific hardship and upon written request.
- (2) **Residential.** Residential lighting that does not conform to these regulations shall be brought into compliance with those provisions relating to fixtures and lamps by January 1, 2007.

27.26.080: Figures. The attached figures are incorporated as guidelines for public information and enforcing this section. (Figure 11).

Figure 11: Lighting Examples

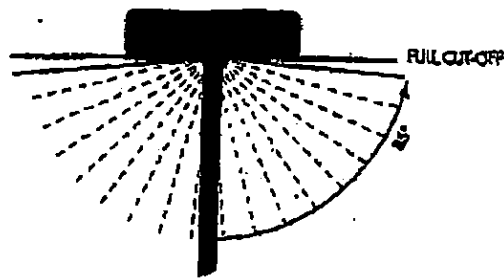


FIGURE 2
88° Full Cut-Off Fixture

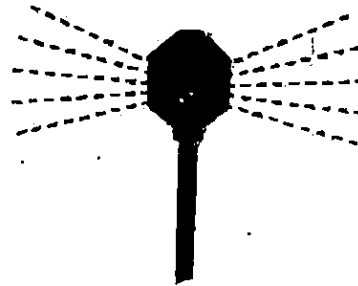


FIGURE 3
Partially Shielded
(translucent housing - bulb not visible)

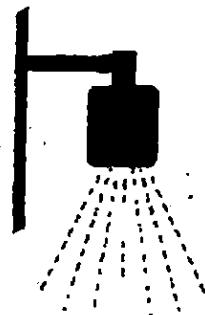


FIGURE 4
Shielded

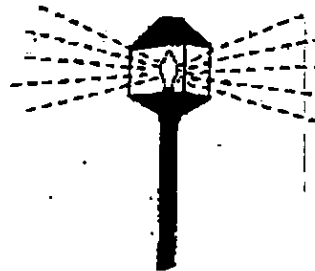


FIGURE 5
Unshielded with Opaque Top
(less than 375 lumens)

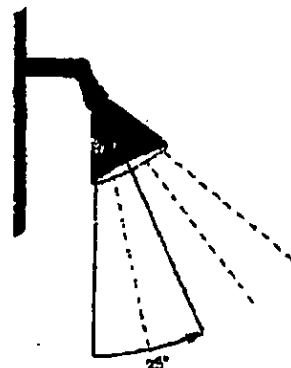


FIGURE 6
Angle of Flood Light
with External Shielding

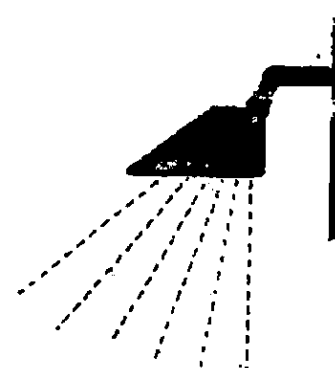
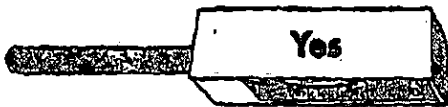
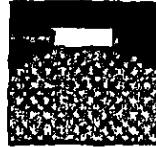


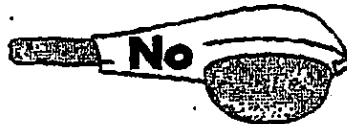
FIGURE 7
Directional Flood Light

Figure 11: Lighting Examples Continued

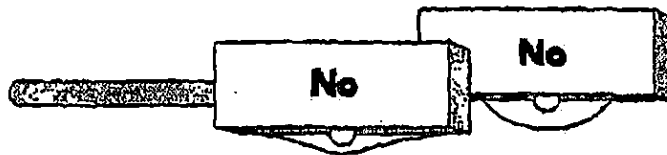
What is a True Full Cutoff Outdoor Lighting Fixture?



Flat glass lens, eliminates or minimizes direct glare, no upward throw of light. The housing for these fixtures are available in many styles.



Same fixture as above mounted incorrectly – defeating the horizontal mounting design. The fixture now produces direct glare, and can also produce uplight at steeper mounting angles.

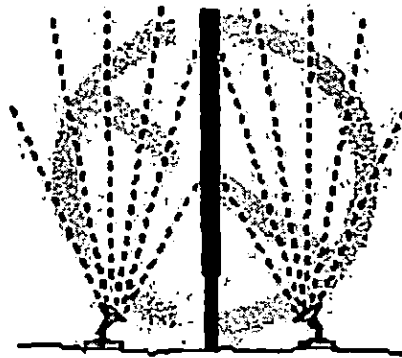


Known as just "Cutoff" Center "drop" or "sag" lens with or without exposed bulb, produces direct glare.

Figure 11: Lighting Examples Continued

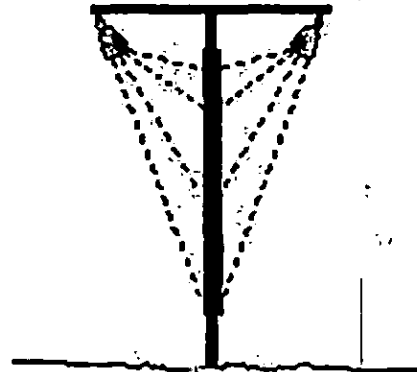
EXAMPLES OF SOME COMMON LIGHTING FIXTURES

POOR

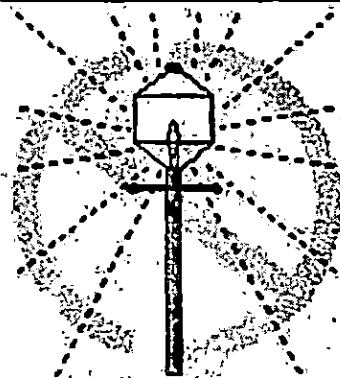


Ground-mounted
Billboard Floodlights

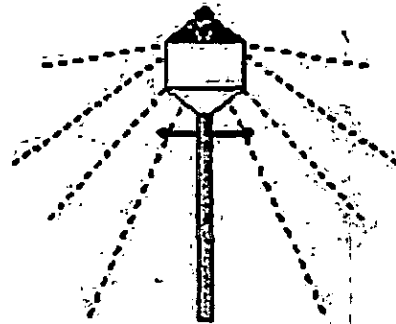
GOOD



Top-mounted
Billboard Floodlights
(carefully focused onto billboard)



Post-style Lamp
(more than 1,800 lumens)

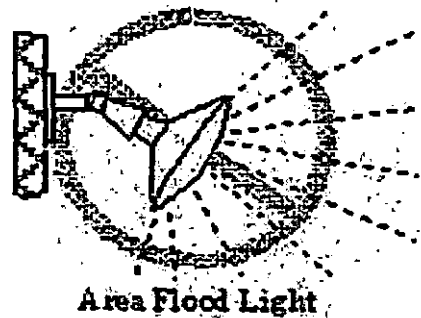
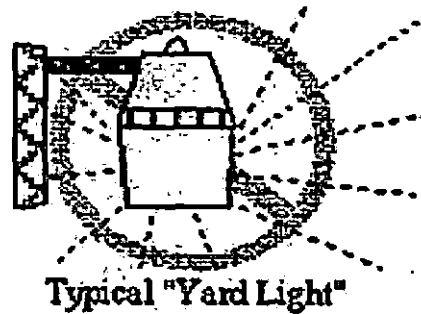
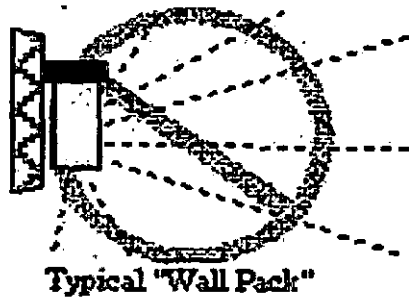


Post-style Lamp
(lamp set in opaque top)

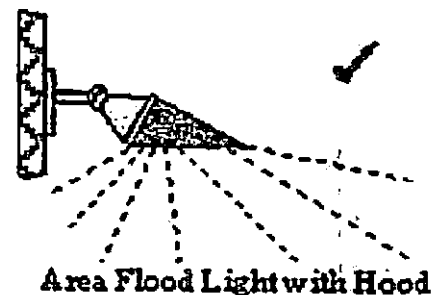
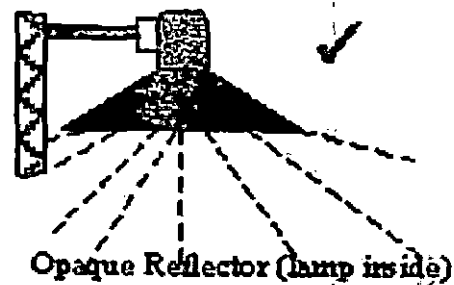
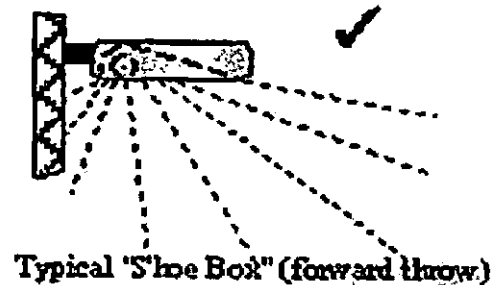
Figure 11: Lighting Examples Continued

EXAMPLES OF SOME COMMON LIGHTING FIXTURES

POOR



GOOD



0980451	0004152
0980448	0004153
0011696	0004154
0011697	0005244
0011698	0005245
0980449	0005246
0980982	0005247
0980981	0005248
0011591	0980453
0011594	0001719
0742601	0001720
0980445	0001721
0980447	0980446
0000102	0001960
0011896	0001961
0003422	0001962
0013466	0007359
0011157	
0742600	
0980452	
0980455	
0982283	
0982284	
0982285	
0980456	
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