

DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 16<sup>th</sup> day of June, 1981, by STEPHEN R. McAFEE and PATRICIA SUE McAFEE, and JOSEPH F. DALEY, RICHARD A. DASEN and JOHN A. BARTELMAY, of Kalispell, Montana, hereinafter referred to as Declarants;

W I T N E S S E T H:

WHEREAS, Stephen R. McAfee and Patricia Sue McAfee are the record owners and contract sellers of the following described real property located in Flathead County, Montana; and

WHEREAS Joseph F. Daley, Richard A. Dasen and John A. Bartelmay, of Kalispell, Montana, are the contract purchasers of said real property:

Lots 2, 3, 4, 5, 6, 7, 8 and 9 of Resubdivision of Lots 1 and 3 of the Gibsons Addition, a platted subdivision in Flathead County, Montana, according to the official recorded plat thereof.

WHEREAS Declarants desire to place certain covenants, conditions and restrictions upon said land for the use and benefit of itself as present owners and for the future owners thereof;

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

## ARTICLE I - DEFINITIONS

Section 1. "Premises" shall refer to the real property hereinabove described.

Section 2. "Lot" shall mean and refer to that portion of said premises described in any conveyance from the Declarants to any subsequent owner.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any portion of the premises, including buyers under a contract for deed and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

#### ARTICLE II - PARKING AND ACCESS

There shall be a common area which shall consist of all portions of the premises except the areas where buildings are constructed or can be constructed in accordance with applicable zoning and parking regulations. Said common area shall be utilized for parking and ingress and egress purposes and shall inure to the benefit of the owners of all the Lots subject to these covenants. Owners of all Lots shall have perpetual easements over said common area for purposes of parking and ingress and egress to and from structures located on any of said Lots. In addition, the two existing access points to the common area from Highway 2 shall be maintained and shall be utilized for the benefit of all Lots and the owners of all Lots shall have perpetual easements to utilize said existing access points. The owners of all the Lots shall together maintain the common parking areas and access points, with the cost of such maintenance to be allocated to the owners on the basis of the square footage of their respective structures as compared to the total square footage of all structures on all Lots.

#### ARTICLE III - FENCES, ETC.

No property owner may erect any fence, barrier or other type of device which restrains or restricts the flow of traffic across the owner's property without express written permission by the owners of 75% of the premises

## ARTICLE IV - LANDOWNERS' ASSOCIATION

Owners of all Lots shall join in an association, which association shall be the same as the Development Control Board, further defined and discussed hereinafter. Said association shall be responsible for the maintenance of all roadways on the premises, common easements, and other common amenities, and shall have the right to assess each landowner a pro rata share of the expenses incurred in order to carry out the purposes outlined hereinabove. Said assessment shall be determined by the square footage of each lot as compared with the premises in their entirety.

## ARTICLE V - DEVELOPMENT CONTROL BOARD

Organization. A Development Control Board (the Board) shall initially consist of Joseph F. Daley, Richard A. Dasen, and John A. Bartelmay, their successors or assigns, or of a special committee appointed by said owners, for so long as they own more than one-half of record of any land in the platted area. Thereafter, the Development Control Board shall consist of any association organized by a majority of the owners of land in the platted area for purposes which include approving plans, granting variances in accordance with these covenants, or thereafter.

Review Procedure. No building, fence, wall, sign, advertisement, road, loading facility, storage facility, parking area, site grading, landscaping, disposal facility, or any other improvement shall be constructed or added to, excepting changes made inside a building, without the written approval of the Board. Complete detail plans and specifications for the proposed improvements, showing the nature, kind, shape, dimensions, materials, colors, lighting, siding, grading and landscaping or alterations to existing facilities shall be submitted to the Board for review. The Board reserves the right to refuse approval of any plans, specifications, or proposed land uses only if such improvements are found to be contrary to the best uses of the Center. If approval is granted, a copy of the plans and specifications shall

be retained on file by the Board. Approval shall not be unreasonably withheld.

Following completion of the project, the owners shall furnish the Board a complete set of as-built drawings showing exact field locations of all improvements including below grade installations.

Acceptance of Covenants. Each landowner or tenant within the Center agrees to abide by all regulations set forth in this covenant in developing and maintaining his property. These covenants apply to all lots within the Center.

Inspection. The Board shall have the right, at any reasonable hour and upon due notice, to enter and inspect any property for compliance with these covenants.

Enforcement of Regulations. When and if the property owner is found to be in violation of the covenants as herein described, he shall be served notice of the deficiency by the Board and given thirty (30) days to make any necessary corrections. If the violation persists beyond the thirty-day period, the Board shall have the authority to correct the condition at the owner's expense and to take such legal action as it deems appropriate.

#### ARTICLE VI - PARKING AND ROADWAY MAINTENANCE

Each property owner shall pave all parking and roadway areas, and shall maintain said paving in good repair, shall be responsible for prompt removal of snow and any other material not properly lying on or about said asphalt parking, storage and roadway areas.

#### ARTICLE VII - OTHER PROVISIONS

Section 1. "Zoning" The covenants, conditions and restrictions contained herein are in addition to any zoning ordinances or regulations which may affect the premises and in the event of a conflict, the most restrictive provision hereof or zoning regulation shall control.

Section 2. "Term" The provisions of this Declaration shall be binding for a term of fifteen (15) years from the date of this Declaration, after which time the Declaration shall be automatically extended for successive periods of five (5) years unless an instrument signed by the owners of 75% of the area of the said Lots which declares a termination of the same has been duly recorded.

Section 3. "Amendments" This Declaration may be amended by an instrument reciting such amendments, signed by the owners of 75% of the area of the said Lots, provided that written consent must be obtained from the owner of Lot 4 until such time as a majority of the members of the Landowner's Association, also known as the Development Control Board, consist of landowners other than the Declarants herein.

Section 4. "Enforcement"

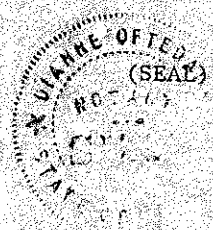
(A) Any owner shall have the option and right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration. The method of enforcement may include proceedings to enjoin the violation, to recover damages for such violation, or both. Failure by any owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

(B) If suit or action is instituted to enjoin violation of any provision of this Declaration, or to recover damages for such violation, or both, and if the owners instituting such suit or action prevail in whole or in part in such proceeding, the offending owner shall be obligated to pay the costs of such proceeding, including a reasonable attorney's fee; if the owners instituting such suit or action fail to prevail in whole or in part in such proceeding, the owners shall



subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



Deanne Ottobahl  
Notary Public for the State of Montana  
Residing at Kalispell, Montana  
My Commission expires: 6-6-84

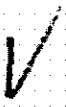
STATE OF MONTANA } ss  
County of Flathead }  
Filed for record at the request of Dee Marguardt  
this 6 day of July 19 81 at 4:30 o'clock P M and recorded in VOL. 719  
PAGE 613 Records of Flathead County, State of Montana.  
Fee \$ 14.00 Pd.  
RECEPTION NO. 9000  
RETURN TO Dee Marguardt  
1031 - South Main  
Kalispell, Mont 59901

Irma J. Hindman  
Flathead County Clerk and Recorder  
Deane Adams  
Deputy

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199714709410



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

This amendment is effective this 20th day of May, 1997.

**RECITALS:**

1. This amendment is intended to amend that certain Declaration of Covenants, Conditions and Restrictions recorded July 6, 1981 under Recorders Fee 9000, at Book 719, Page 613, records of Flathead County, Montana.

2. The Declaration of Covenants, Conditions and Restrictions affect the following described property:

*GIR* Lots 2, 3, 4, 5, 6, 7, 8 and 9 of Resubdivision Lots 1 and 3 of the Gibson's Addition, a platted subdivision of Flathead County, Montana, according to the official recorded plat thereof.

3. The majority of the record owners of the above described lots consist of landowners other than the declarants in the above-described Declaration of Covenants, Conditions and Restrictions.

**AMENDMENT:**

1. The undersigned, being the owners of record of at least 75% of the area of said lots hereby agree to amend and do amend the above-described Declaration of Covenants, Conditions and Restrictions by deleting ARTICLE II- PARKING AND ACCESS.

2. Except as specifically amended by this instrument, the undersigned intend that the Declaration of Covenants, Conditions and Restrictions shall remain in full force and effect.

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199714709410



Ronald E. Pack  
Ronald E. Pack [Lots 8 and 9]

STATE OF MONTANA )  
 ) : SS  
County of Flathead )

On this 20th day of May, 1997, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared RONALD E. PACK, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Douglas Denmark  
Notary Public for the State of Montana  
Residing at Kalspell, Montana  
My Commission expires 5/20/97

STATE OF MONTANA )  
County of Flathead ) SS  
Subscribed at the request of Crowley this 27 day of May 1997 at 9:41 o'clock AM and recorded in the records of Flathead County, State of Montana.  
Fee \$ 30 Pd.  
DOCUMENT NO. 199714709410  
Susan W. Wintersfield  
Flathead County Clerk and Registrar  
Deborah J. Hughes  
Deputy

clerk  
Crowley, Etal  
PO Box 759  
Kals, MT. 59903

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Return to:  
Ashley Square Property Owners' Association  
c/o P.O. Box 3038  
Kalispell, Montana 59901



Paula Robinson, Flathead County MT by meisenzimer

201100005703  
Page: 1 of 7  
Fees: \$49.00  
03/17/2011 11:44 AM

**AMENDMENT ~~RESTRICTIONS~~ OF  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF  
ASHLEY SQUARE PROPERTY OWNERS' ASSOCIATION**

**THIS DECLARATION**, made and entered into this 14 day of January 2010, by and amongst **BLUMCO PARTNERS I, LLC; WILLIAM KOHLBECK; TERRI KOHLBECK; ZAG ENTERPRISES, LLP; LOREN SALLEE; DENISE SALLEE; and THEODORE WILLICH III**, herein collectively referred to as "Declarants."

**WHEREAS**, Declarants own the following described real property located in Kalispell, Flathead County, Montana, such property commonly known as Ashley Square and herein referred to as the "Premises":

Lots 2, 3, 4, 5, 6, and 7 of the Resubdivision of Lots 1 and 3 of Gibson's Addition, a platted subdivision of Flathead County, Montana, according to the plat thereof on file and of record with the Office of the Flathead County Clerk & Recorder.

**WHEREAS**, the Premises, together with two lots adjacent to the Premises (Lots 8 and 9 of the Resubdivision of Lots 1 and 3 of Gibson's Addition), are subject to the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions dated June 16, 1981, which Declaration was recorded on July 6, 1981 in Book 719, Page 613, records of Flathead County, Montana. Such Declaration was thereafter amended by that certain Amendment dated May 20, 1997, which Amendment was recorded May 27, 1997 under Rec. No. 199714709410, records of Flathead County, Montana. The 1981 Covenants, Conditions and Restrictions, as thereafter amended in 1997, are herein referred to as the "CCRs"; and

**WHEREAS**, the CCRs provide in Section 3 of Article VII that they may be amended by "75% of the area of the Lots" described in the CCRs, with Declarants constituting more than the required 75%; and such Declarants being in agreement that they should modify the CCRs so as to exclude the following described real property from hereafter being subject to the CCRs:

Lots 8 and 9 of the Resubdivision of Lots 1 and 3 of Gibson's Addition (herein the "Excluded Property"), which property has been replatted and is now part of the parcel described as Lot 1A of National Flood Service, Inc. Subdivision, according to the plat thereof in the office of the Clerk and Recorder of Flathead County, Montana; and

★★





IN WITNESS WHEREOF, the undersigned has executed this document to be effective the day and year first above written.

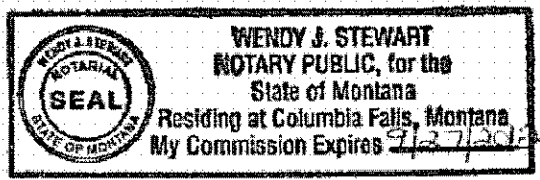
LOT 2:

BLUMCO PARTNERS I, LLC

By *DL Bl*  
David Blumhardt, Managing Member

STATE OF MONTANA        )  
  ) ss.  
County of Flathead        )

This instrument was acknowledged before me on the 16<sup>th</sup> day of December, 2010 by DAVID BLUMHARDT as the managing member of BlumCo Partners I, LLC.



*Wendy J. Stewart*  
Notary Public for the State of Montana  
Residing at Kalispell Whitetish  
My Commission Expires 9/27/2012  
Wendy J. Stewart  
Printed Name of Notary Public



IN WITNESS WHEREOF, the undersigned has executed this document to be effective the day and year first above written.

LOT 3:

\_\_\_\_\_  
William Kohlbeck

\_\_\_\_\_  
Terri Kohlbeck

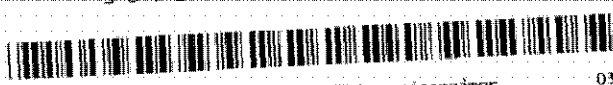
STATE OF MONTANA        )  
  ) ss.  
County of Flathead        )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010 by WILLIAM KOHLBECK and TERRI KOHLBECK.

\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at Kalispell  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

The owners of Lot 3 failed or refused to sign this Amendment. However, the Declarants who have approved this Amendment comprise more than 75% of the Declarants.



IN WITNESS WHEREOF, the undersigned has executed this document to be effective the day and year first above written.

LOT 4:

ZAG ENTERPRISES, LLP

*Robert Gillette*

, General Partner

ARIZONA

STATE OF ~~MONTANA~~ )  
MARICOPA ) ss.  
County of ~~Flathead~~ )

This instrument was acknowledged before me on the 14 day of Jan 2011, 2010 by ROBERT Gillette as the general partner of Zag Enterprises, LLP.

*Margo Jeffrey*

Notary Public for the State of ~~Montana~~ ARIZONA  
Residing at ~~Keatspell~~ MARICOPA COUNTY  
My Commission Expires 10-26-12

*Margo Jeffrey*  
Printed Name of Notary Public

MARGO JEFFREY







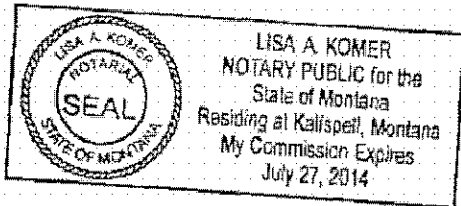
IN WITNESS WHEREOF, the undersigned has executed this document to be effective the day and year first above written.

LOT 7:

Theodore Willich III  
Theodore Willich III

STATE OF MONTANA            )  
  ) ss.  
County of Flathead            )

This instrument was acknowledged before me on the 21<sup>st</sup> day of December, 2010 by THEODORE WILlich III.



Lisa A. Komer  
Notary Public for the State of Montana  
Residing at Kalispell  
My Commission Expires 7/27/2014  
Lisa A. Komer  
Printed Name of Notary Public

199714709410

(1) ✓

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

This amendment is effective this 20th day of May, 1997.

**RECITALS:**

1. This amendment is intended to amend that certain Declaration of Covenants, Conditions and Restrictions recorded July 6, 1981 under Recorder's Fee 9000, at Book 719, Page 613; records of Flathead County, Montana.

2. The Declaration of Covenants, Conditions and Restrictions affect the following described property:

*BR* Lots 2, 3, 4, 5, 6, 7, 8 and 9 of Resubdivision Lots 1 and 3 of the Gibson's Addition, a platted subdivision of Flathead County, Montana, according to the official recorded plat thereof.

3. The majority of the record owners of the above described lots consist of landowners other than the declarants in the above-described Declaration of Covenants, Conditions and Restrictions.

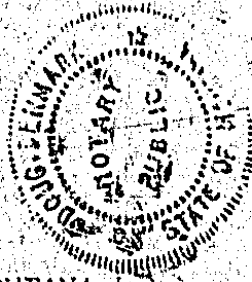
**AMENDMENT:**

1. The undersigned, being the owners of record of at least 75% of the area of said lots hereby agree to amend and do amend the above-described Declaration of Covenants, Conditions and Restrictions by deleting ARTICLE II- PARKING AND ACCESS.

2. Except as specifically amended by this instrument, the undersigned intend that the Declaration of Covenants, Conditions and Restrictions shall remain in full force and effect.

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193714709410



Ashley Square Partnership, (Lot 2)

By: [Signature]

Its: PARTNER

STATE OF MONTANA )

: ss.

County of Flathead )

On this 22 day of May, 1997, before me the undersigned, a Notary Public for the State aforesaid, personally appeared Brian D. Cloutier, known to me to be a partner of Ashley Square Partnership, the partnership which executed the foregoing instrument, and acknowledged to me that such partnership executed the same.

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

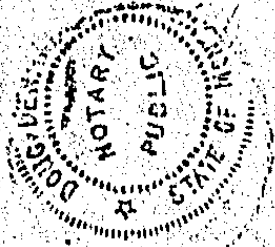
Dana Denmark

Notary Public for the State of Montana

Residing at Kalispell

My Commission expires 5/20/99

199714709410



William L. Kohlbeck  
William L. Kohlbeck [Lot 3]

TERRI L. KOHLBECK  
Terri L. Kohlbeck [Lot 3]

STATE OF MONTANA )

County of Flathead )

On this 20<sup>th</sup> day of May, 1997, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared WILLIAM L. KOHLBECK and TERRI L. KOHLBECK, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Doug Derrah  
Notary Public for the State of Montana  
Residing at Kalispell, Montana  
My Commission expires 5/20/99

199714709410



*Loren Salee*

Loren Salee

[Lots 5 and 6]

*Denise K. Salee*

Denise K. Salee

[Lots 5 and 6]

STATE OF MONTANA )

: ss

County of Flathead )

On this 20th day of May, 1997, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared LOREN SALEE and DENISE K. SALEE, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

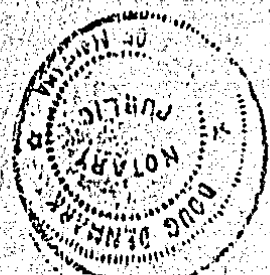
*Doug Denman*

Notary Public for the State of Montana

Residing at Bellevue, Montana

My Commission expires 5/20/99

199714709410



Ronald E. Pack  
Ronald E. Pack (Lots 8 and 9)

STATE OF MONTANA )  
County of Flathead ) SS

On this 20th day of May, 1997, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared RONALD E. PACK, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Dee Namonik  
Notary Public for the State of Montana  
Residing at Kals, MT, Montana  
My Commission expires 5/20/98

STATE OF MONTANA )  
County of Flathead ) SS  
Subscribed at the request of Crowley this 27 day of May, 1997, at 9:41  
which Dee Namonik and recorded in the records of Flathead County, State of Montana.  
Fee \$ 30 P.L.  
DOCUMENT NO. 199714709410  
Dee Namonik  
Notary Public, State of Montana

CRX  
Crowley, Etal  
PO Box 759  
Kals, MT. 59903

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Return to:  
Ashley Square Property Owners' Association  
c/o P.O. Box 3038  
Kalispell, Montana 59901



Paula Robinson, Flathead County MT by meisenzimer

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Page: 1 of 7  
Fees: \$49.00  
03/17/2011 11:44 AM

**AMENDMENT ~~RESTRICTIONS~~ OF  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF  
ASHLEY SQUARE PROPERTY OWNERS' ASSOCIATION**

**THIS DECLARATION**, made and entered into this 14 day of January 2010, by and amongst **BLUMCO PARTNERS I, LLC; WILLIAM KOHLBECK; TERRI KOHLBECK; ZAG ENTERPRISES, LLP; LOREN SALLEE; DENISE SALLEE; and THEODORE WILLICH III**, herein collectively referred to as "Declarants."

**WHEREAS**, Declarants own the following described real property located in Kalispell, Flathead County, Montana, such property commonly known as Ashley Square and herein referred to as the "Premises":

Lots 2, 3, 4, 5, 6, and 7 of the Resubdivision of Lots 1 and 3 of Gibson's Addition, a platted subdivision of Flathead County, Montana, according to the plat thereof on file and of record with the Office of the Flathead County Clerk & Recorder.

**WHEREAS**, the Premises, together with two lots adjacent to the Premises (Lots 8 and 9 of the Resubdivision of Lots 1 and 3 of Gibson's Addition), are subject to the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions dated June 16, 1981, which Declaration was recorded on July 6, 1981 in Book 719, Page 613, records of Flathead County, Montana. Such Declaration was thereafter amended by that certain Amendment dated May 20, 1997, which Amendment was recorded May 27, 1997 under Rec. No. 199714709410, records of Flathead County, Montana. The 1981 Covenants, Conditions and Restrictions, as thereafter amended in 1997, are herein referred to as the "CCRs"; and

**WHEREAS**, the CCRs provide in Section 3 of Article VII that they may be amended by "75% of the area of the Lots" described in the CCRs, with Declarants constituting more than the required 75%; and such Declarants being in agreement that they should modify the CCRs so as to exclude the following described real property from hereafter being subject to the CCRs:

Lots 8 and 9 of the Resubdivision of Lots 1 and 3 of Gibson's Addition (herein the "Excluded Property"), which property has been replatted and is now part of the parcel described as Lot 1A of National Flood Service, Inc. Subdivision, according to the plat thereof in the office of the Clerk and Recorder of Flathead County, Montana; and



Paula Robinson, Flathead County MT by meisenzimer

**WHEREAS**, Declarants further agree that they would like to include certain property which is owned by **PENTANA GROUP, LLC**, and which is adjacent to the Premises, as property which is both benefited by and subject to the CCRs, such property further described as follows:

That portion of Lot 1, Gibson Addition No. 41 to the City of Kalispell, depicted and described on Certificate of Survey No. 7321 of Section 12, Township 28 North, Range 22 West, PMM, Flathead County, Montana (herein the "Added Property").

**NOW THEREFORE**, Declarants hereby mutually agree to modify and amend the CCRs as follows:

1. The "Excluded Property" shall, effective upon the recording of this instrument, no longer be subject to or benefited by the CCRs, such property having been replatted (together with other properties) since the filing of the CCRs, and not having any ongoing relationship or association with the Premises.
2. The "Added Property" shall be subject to and benefited by the CCRs from and after the recording of this instrument **provided that** the owner of the Added Property has consented thereto.
3. The CCRs, as amended in 1997, shall otherwise remain in full force and effect, with the only change thereto consisting of the exclusion of the Excluded Property therefrom and the inclusion of the Added Property, provided that the owner of such property consents thereto.

**IN WITNESS WHEREOF**, Declarants have executed this Amendment on the dates indicated on pages 3 through 7 hereof, and the owner of the Added Property, Pentana Group, LLC, has agreed to the inclusion of such property on the date set forth below in the Consent to Covenants, Conditions & Restrictions.

**CONSENT TO COVENANTS, CONDITIONS & RESTRICTIONS**

The undersigned, owner of the herein-described "Added Property," hereby consents, covenants and agrees that the Added Property shall hereafter be subject to and benefited by the Covenants, Conditions and Restrictions.

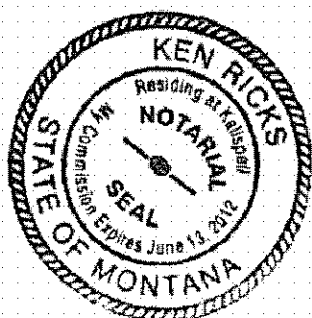
Dated this 14 day of January, 2010.

PENTANA GROUP, LLC

By: Bob Peterson  
Robert Peterson, Authorized Member

STATE OF MONTANA )  
  ) ss.  
County of Flathead )

This instrument was acknowledged before me on the 14<sup>th</sup> day of JANUARY, 2010 by ROBERT PETERSON, as the authorized member of Pentana Group, LLC.



Ken Ricks  
Notary Public for the State of Montana  
Residing at Kalispell  
My Commission Expires JUNE 13, 2012  
KEN RICKS  
Printed Name of Notary Public



IN WITNESS WHEREOF, the undersigned has executed this document to be effective the day and year first above written.

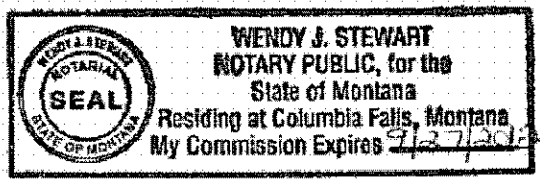
LOT 2:

BLUMCO PARTNERS I, LLC

By *DL Bl*  
David Blumhardt, Managing Member

STATE OF MONTANA        )  
  ) ss.  
County of Flathead        )

This instrument was acknowledged before me on the 16<sup>th</sup> day of December, 2010 by DAVID BLUMHARDT as the managing member of BlumCo Partners I, LLC.



*Wendy J. Stewart*  
Notary Public for the State of Montana  
Residing at Kalispell Whitetish  
My Commission Expires 9/27/2012  
Wendy J. Stewart  
Printed Name of Notary Public



IN WITNESS WHEREOF, the undersigned has executed this document to be effective the day and year first above written.

LOT 3:

\_\_\_\_\_  
William Kohlbeck

\_\_\_\_\_  
Terri Kohlbeck

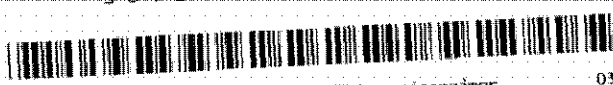
STATE OF MONTANA        )  
  ) ss.  
County of Flathead        )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010 by WILLIAM KOHLBECK and TERRI KOHLBECK.

\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at Kalispell  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

The owners of Lot 3 failed or refused to sign this Amendment. However, the Declarants who have approved this Amendment comprise more than 75% of the Declarants.



IN WITNESS WHEREOF, the undersigned has executed this document to be effective the day and year first above written.

LOT 4:

ZAG ENTERPRISES, LLP

*Robert Gillette*

, General Partner

ARIZONA

STATE OF ~~MONTANA~~ )  
MARICOPA ) ss.  
County of ~~Flathead~~ )

This instrument was acknowledged before me on the 14 day of Jan 2011, 2010 by ROBERT Gillette as the general partner of Zag Enterprises, LLP.

*Margo Jeffrey*

Notary Public for the State of ~~Montana~~ ARIZONA  
Residing at ~~Keatspell~~ MARICOPA COUNTY  
My Commission Expires 10-26-12

*Margo Jeffrey*  
Printed Name of Notary Public

MARGO JEFFREY





