

JETTE LAKE LANDOWNERS' ASSOCIATION

AMENDED AND RESTATED  
DECLARATION OF PROTECTIVE COVENANTS  
(As Of May 15, 1993)

THIS AMENDED AND RESTATED DECLARATION is made as of this 15th day of May, 1993, by the persons listed on Attachment I hereto, hereinafter called "Declarants".

Declarants make this Amended and Restated Declaration upon the basis of the following facts and intentions:

WHEREAS, the Declarants are owners of the real property located in Lake County, Montana, as described on Exhibit A hereto and incorporated herein by reference thereto, such property being hereinafter referred to as the "Property";

WHEREAS, the Property has been subdivided and developed in accordance with a Declaration of Protective Covenants dated June 17, 1974, as recorded on July 30, 1974, under Microfile Number 218068, in the records of Lake County, Montana, and as amended May 2, 1987, and recorded on October 22, 1987, under Microfile Number 308660, in the records of Lake County, Montana;

WHEREAS, title to the Common Area (as hereinafter defined) was previously transferred to Jette Lake Landowners' Association as recorded on October 22, 1987, under Microfile Number 306255, in the records of Lake County, Montana;

WHEREAS, Class B voting membership has ceased to exist and be outstanding in accordance with the provisions of the Declaration as previously recorded and there is presently only one class of voting membership outstanding;

WHEREAS, the Declarants desire to make such other changes, revisions and amendments to the Covenants that they deem to be in the best interests of the Property and the owners thereof;

NOW, THEREFORE, Declarants hereby declare that the Property shall be held, sold, conveyed, encumbered, used, occupied and improved subject to the following easements, restrictions, covenants and conditions, which were originally set forth in furtherance of a plan for subdivision, improvement and sale of said Property and were established and are hereby amended for the purpose of enhancing the value, desirability and attractiveness of the Property and every part thereof. All of the easements, restrictions, covenants and conditions shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall be for the benefit of each owner of any portion thereof and inure to the benefit of and be binding upon each successor-in-interest of such owners.

## ARTICLE I

## DEFINITIONS

Section 1. "Association" shall mean Jette Lake Landowners' Association, its successors and assigns.

Section 2. "Common Area" shall mean all real property in which the Association owns an interest for the common use and enjoyment of all of the Members. Said interest or interests may include, without limitation, estates in fee, estates for a term of years or easements. The Common Area owned by the Association is described as Jette Lake and the adjoining area described on Exhibit B hereto and incorporated herein by reference thereto.

Section 3. "Lot" shall mean any lot shown on a recorded subdivision plat of a portion of the properties, except Common Area.

Section 4. "Member" shall mean any person or entity holding membership in the Association pursuant to its Articles of Incorporation and its By Laws.

Section 5. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Immediate Family" shall mean husband, wife, son, daughter, father or mother.

Section 7. "Capital Improvements" shall mean any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or the water system(s) on the Property, including fixtures and personal property related thereto.

## ARTICLE II

## PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and shall have use of all common facilities, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area;
- b. The right of the Association to establish rules and regulations for use of any and all common facilities and open space which shall include but not be limited to the following:

1. All boats used by Owners shall have the Owner's Lot number permanently and visibly displayed. Boats shall not be stored on the right side of the dock in the swimming area.
  2. The catch limit shall be three trout per day, per person.
  3. Fishing shall be closed from March 1 to May 15.
  4. Owners shall be responsible for providing adequate supervision of children playing in or near the lake and all children under ten (10) years of age must wear life jackets when in a boat.
  5. A "JLLA" vehicle sticker shall be displayed on the windshields of Members' cars parked in any of the lakeside parking sites.
  6. Adult guests of Owners shall be required to carry a "guest card" when using the Common Area without the Owner being present.
  7. No motorized vehicles shall be used on the Common Area, including but not limited to motorcycles, snowmobiles, gasoline motors on boats and all-terrain vehicles; provided, however, that the use of motorized snow removal equipment to prepare an ice-skating area on the lake shall be permitted with the approval of the Association.
  8. Camping on the Common Area shall be prohibited.
  9. Open fires on or in and around the Common Area shall be prohibited; provided, however, that propane stoves and barbeque grills may be permitted if they shall be closely monitored at all times when in use.
  10. Use of the lake and Common Area for large gatherings shall require prior approval of the Association.
- c. The right of the Association to suspend the voting rights and right to the use of the common facilities by an Owner for any period during which any assessment against his Lot remains unpaid; for any period during which an Owner is in violation of this Declaration as determined in the sole discretion of the Board of Directors of the Association; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- d. The right of the Association to dedicate or transfer

all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members; no such dedication or transfer shall be effective unless an instrument signed by ninety percent (90%) of all Owners entitled to vote agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By Laws of the Association, his right of enjoyment to the Common Area and common facilities to the members of his Immediate Family, his tenants or contract purchasers who reside on his Lot, or bona fide house guests of any of the above.

Section 3. Rights-of-Way and Easements. Each Lot and the Common Area shall be subject to such rights-of-way and easements as the Association may grant for installation and maintenance of water lines, power lines and telephone lines. The Association specifically reserves the right and power to grant such easements. Installations for water and sewer lines and utility lines, including electric power and telephone lines, shall be underground and at the expense of the Owner of the Lot desiring the same.

#### ARTICLE III

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot subject to assessment.

Section 2. Voting Rights. The Association shall have only one class of voting membership which shall be all Owners of the Property. Members shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest in any Lot, all such persons or entities shall be Members; the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

#### ARTICLE IV

##### MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) Annual Assessments or Charges; and
- (2) Special Assessments for Capital Improvements.

Such assessments shall be established and collected as herein-after provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot and any improvements thereon against which each such assessment is made.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents on the Property, for the improvement and maintenance of the Common Area and the water system(s) and wells on the Property, for stocking Jette Lake with fish and for such other purposes as the Association, in its sole discretion, determines to be in the best interests of the Association and the Owners.

Section 3. Amount of Annual Assessment. The annual assessment per Lot for 1993 shall be \$100, consisting of \$50 annual property assessment and \$50 annual water assessment. The maximum annual assessment per Lot which may be made subsequent to 1993 may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Members. The amount of each annual assessment, and the allocation thereof between property and water, shall be fixed by the Board of Directors of the Association.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any Capital Improvement, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 of this Article IV shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of Members, either in person or by proxy, entitled to cast one-third (1/3) of all votes shall constitute a quorum. The meeting may be adjourned at any time or from time to time, whether or not a quorum is present, for a period not to exceed sixty (60) days from the date set for the original meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments. Annual assessments commence as of June 1 of each year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance

of each annual assessment. Written notice of the annual assessment shall be sent to every Owner or Member subject thereto. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot and improvements thereon. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any first mortgage or trust indenture. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V

### ARCHITECTURAL CONTROL

Section 1. Restrictions. No residential or other structure and no fence, wall, garage, out-building or other structure, nor wire, pipe, cesspool, septic tank or drainfield, well, walkway, hedge, driveway, antenna or exterior ornament of any kind, or any addition, alteration or remodeling thereof, shall be made, erected, altered, placed or permitted to remain upon any Lot until plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to the Design Review Committee. The Design Review Committee shall make a recommendation to the Board of Directors with respect to approval or disapproval of such plans and specifications based upon harmony of external design, location in relation to surrounding structures and topography, and the construction and the materials to be used in the construction. The Design Review Committee shall consist of three members, all of whom shall be Members of the Association, appointed by the Board of Directors of the Association. In the event that the Board of Directors fails to approve or disapprove such design, location, construction and materials within thirty (30) days after the detailed plans and specifications have been submitted to the Design Review Committee, approval and compliance with this Article shall be deemed to have occurred. Any plans, specifications and proposals so approved,

either expressly in writing or by the expiration of the thirty (30)-day period described above, shall then permit the Owner to commence construction in accordance with said plan, but any deviation from said plan which in the judgment of the Board of Directors is a substantial detriment to the appearance of the structure or of the surrounding area shall be corrected to conform with the plan as submitted and approved. Any exterior structure to be erected in accordance with approval so given must be erected and completed within eighteen (18) months of approval or new approval must be obtained in the manner set forth above. If any exterior structure is begun and is not completed within eighteen (18) months of approval or new approval obtained, and in the judgment of the Board of Directors is of offensive or unsightly appearance, the Board of Directors of the Association may take such action as may be necessary in its judgment (which judgment shall be final and conclusive) to improve the appearance so as to make the property harmonious with other properties and Lots, including completion of the exterior of the structure, screening or covering or any combination thereof, or similar operations, and the amount of any expenditures made in so doing shall be a lien on the Lot and any improvements thereon and may be enforced by an action at law. The Design Review Committee recommendations shall be made by a majority of its members and any recommendations made by such Committee must be signed by a majority of the members thereof.

Section 2. No Liability. Neither the Association, the Board of Directors, the Design Review Committee, nor the individual members thereof, may be held liable by any person for any damages for any action taken pursuant to this Declaration, including, but not by way of limitation, damages which may result from correction, amendment, changes or rejection of plans, the issuance of building permits, the actions identified in Article V, Section 1 above, or any delays associated with such actions on the part of the Association, the Board of Directors or the Design Review Committee.

## ARTICLE VI

### PROCEDURES FOR IMPROVEMENTS

No excavation, construction or other improvements of any kind shall commence until the following procedures have been followed and completed:

1. A Lot Plan shall be submitted to the Design Review Committee, which outlines the location of the proposed structure, road or other improvement relative to the Lot lines or boundaries. All driveways and structures must be at least fifty (50) feet from the Lot lines or boundaries, except driveways on Lots adjoining cul-de-sacs.
2. A complete set of blueprints shall be submitted to the Design Review Committee if a structure is proposed to be

built on the Lot. No structure, improvement or alteration shall exceed twenty (20) feet in height measured from the average level of finished grade without the unanimous approval of the Board of Directors of the Association.

3. A water meter shall be required to be installed in all new structures and shall be included in the blueprints.

#### ARTICLE VII

##### MINIMUM BUILDING AND USE RESTRICTIONS

No structure which fails to meet the following minimum standards shall be erected, placed or allowed to remain on any Lot, and the Design Review Committee shall have no authority to recommend approval of, and the Board of Directors of the Association shall have no power to approve any structure failing to at least meet the following minimum standards:

1. With the exception of the Common Area, none of the Lots in the subdivision may be used or improved for other than private, residential purposes, and no more than one one-family dwelling shall be erected, placed or maintained on any Lot.
2. No Lot in the subdivision or any building or improvement erected thereon shall at any time be used for the purpose of any trade, profession, manufacturing or business of any description, nor for hospitals, duplexes, apartment houses, nor any other multiple dwelling house; provided, however, that nothing herein shall preclude an Owner from maintaining a business or professional office within his residence.
3. Plans for improvements on each residential Lot shall provide for off-street parking.
4. No residential Lot shall be further subdivided in any manner.
5. No chickens, swine, poultry, goats, cattle or other livestock shall be raised, kept or cared for on any Lot or on the Common Area, except that riding horses may be stabled and pastured on any said Lot. Horses must be kept in such manner so as not to overgraze the Lots. Dogs, cats and other common household pets may be kept in accordance with the rules of the Association, provided they are not bred or maintained for commercial purposes. No animal shall be allowed to become a nuisance, including but not limited to dogs chasing vehicles or barking dogs left unattended by the Owner for more than twenty-four (24) hours.
6. No signs, billboards, posters or other advertising devices of any kind or character shall be erected or

displayed upon any of the residential Lots except Jette Lake signs and signs displayed to identify the occupants of a dwelling or business office, provided that such signs have the approval of the Board of Directors of the Association.

7. Fences must be well constructed, neat in appearance and have the approval of the Board of Directors of the Association unless they are standard legal stock fences.
8. Roofs must blend in with the surroundings.
9. Outside illumination equipment or fixtures shall not be constructed unless attached to the main residential structure or garage, or unless attached to a pole not to exceed eight (8) feet in height, which pole will conform with the general architectural plan of the residence. Mercury, halogen or similar lamps shall be hooded or silvered so that the glare from any such lamp does not go beyond the Owner's property line. Any connection between the residence or garage and any other outside illuminations, if such illuminations are not attached to such residence or garage, shall be underground. All outside wiring shall be subterranean. Television, radio, satellite dishes and other antennae located upon any Lot shall be of such a color and located so as to be inconspicuous.
10. No structure of a temporary character, including but not limited to trailers, mobile homes, set-together or expanding trailer houses or basement, tent, shack, barn or out-building other than as above described shall be constructed, placed or used on any Lot at any time as a residence or otherwise, nor shall any residential structure be occupied until the exterior is completed and painted, the water supply and sewer system completed and written approval of the local health authority obtained. No old buildings or house of any type shall be moved onto any Lot.
11. Modular homes will be allowed as single family dwellings constructed on a Lot provided that they meet the following criteria:
  - a. That any modular home is placed on a permanent foundation.
  - b. That the modular home is connected to a sewer and water system.
  - c. That the modular home qualifies for permanent Farmers Home Administration or Veterans Administration home financing.

- d. That the modular home complies with all local and state building, plumbing and electrical codes.
  - e. That the modular home meets the other requirements of the restrictive covenants of this Declaration.
- 12. No trash, debris, organic or inorganic waste shall be permitted to accumulate on any Lot or in any street adjacent thereto, but shall be promptly and efficiently disposed of, and no vacant or other Lot shall be used as a dump ground or burial pit.
  - 13. Except in an emergency situation when necessary for the preservation of life or property, the discharge of firearms shall be prohibited on any Lot or in the Common Area.
  - 14. No off-road vehicles or power tools may be used within the Common Area except in connection with maintenance work.
  - 15. Mining, quarrying, excavation, oil drilling or development of any kind shall not be allowed on any Lot or Common Area except for such excavation as may be necessary in connection with the construction or placement of improvements thereon in accordance with this Declaration.
  - 16. No private water wells shall be drilled by any Owner on any Lot; the only water wells permitted on the Property shall be those authorized and maintained by the Association.
  - 17. All construction shall comply with all applicable local and state building, plumbing and electrical codes.
  - 18. No precommercial or commercial tree cutting is permitted unless it is in conjunction with a thinning operation designed to improve stand health or reduce fire hazard.
    - (a) Precommercial Thinning -- Live trees less than eight (8) inches in diameter at breast height, i.e., four and one-half (4-1/2) feet above ground level, may be spaced to improve stand health and vigor without approval of the Board of Directors of the Association. All slash must be lopped to within one (1) foot of the ground level or piled and burned within one year of thinning.
    - (b) Commercial Thinning -- Live trees greater than eight (8) inches in diameter at breast height, i.e., four and one-half (4-1/2) feet above ground level, may not be cut unless they are

marked with paint above and below stump height and ground inspection is received as well as written approval from the Board of Directors of the Association. No harvest method other than the individual tree selection system is permitted. As a general rule, commercial trees may only be cut to provide crown release and sunlight to adjacent reserve trees. Applicable State of Montana permits for logging and slash disposal must be secured by the Owner in advance of any cutting.

In the event that any commercial tree cutting proceeds without proper approval from the Board of Directors of the Association, or if deviations from the approved harvest plan occur, any member of the Board of Directors of the Association shall notify the Lake County Sheriff to halt such operations. The Association shall have the authority to either (1) levy a \$10,000 fine against the Owner of the Lot or (2) take such action as may be necessary in its judgment (which judgment shall be final and conclusive) to restore the Lot to a proper stocking level, including but not limited to slash disposal, site preparation and the planting of 2-foot to 6-foot trees of like species to those cut, whichever is greater. The amount of any expenditures made in restoring the Lot or the amount of any fine levied but not paid shall be a lien on the Lot and any improvements thereon and may be enforced by an action at law.

- (c) Other Cutting. Individual diseased, insect-infested, deformed or dead trees may be cut and removed/slashed at any time by the Owner without approval of Board of Directors of the Association.

- 19. All fires on a Lot must be conducted in accordance with applicable laws and ordinances and must be attended until dead out.

## ARTICLE VIII

### GENERAL PROVISIONS

Section 1. Remedies and Enforcement. For any and all violations of any restrictive covenant contained in this Declaration, except for tree-cutting as described in Article VII, paragraph 18(b) above, the Board of Directors of the Association may impose a fine of the greater of \$1,500 or the cost to remedy (such remedy to be determined in the sole discretion of the Board of Directors of the Association) such violation. The amount of any such cost or fine levied and not paid by the Owner of the Lot upon which the violation occurred shall be a lien on the Lot and any improvements thereon and may be enforced by an action at

law. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

Section 2. Costs and Expenses. All costs and expenses, including reasonable attorneys' fees and expenses, incurred by the Association in enforcing any provision of this Declaration shall be paid by the Owner(s) of the Lot(s) against whom the enforcement is sought, provided that the Association prevails in its enforcement action either at law or in equity.

Section 3. No Waiver. Failure by the Association or by any Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. No Delegation of Liability. An Owner who leases his Lot and any improvements thereon to a tenant, or otherwise delegates his rights as an Owner while retaining legal title to his Lot, shall remain liable for all covenants and restrictions contained herein. Each such Owner shall have the responsibility and duty to advise his tenants or other delegates of the covenants and restrictions contained herein.

Section 5. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no event affect any other provisions which shall remain in full force and effect.

Section 6. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land until July 30, 1999, after which time such covenants and restrictions shall automatically be extended for successive ten (10)-year periods, unless an instrument is recorded, signed by the Owners of sixty percent (60%) of the Lots (and entitled to vote) within this subdivision, agreeing to revoke or amend said covenants and restrictions in whole or in part. This Declaration may be amended until July 30, 1999, by an instrument signed by not less than seventy-five percent (75%) of the Owners entitled to vote; provided, however, that Article VII, Section 1 and Section 4 hereof shall not be amended without the approval of the Board of County Commissioners of Lake County, Montana. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned attorney-in-fact for the declarants listed on Appendix I hereto, has executed this Declaration this 17<sup>th</sup> day of May, 1993.

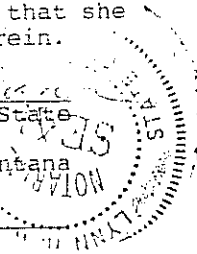
Sharon Hawke  
Sharon Hawke, as Attorney-in-Fact for the Declarants Named on Attachment I hereto

347507

STATE OF MONTANA S  
COUNTY OF LAKE S

On this 17 day of Mar, 1993, before me, the undersigned, a Notary Public of the State of Montana, personally appeared before me Sharon Hawke, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed such document and in the capacity indicated therein.

Lucas H. [Signature]  
Notary Public for the State  
of Montana  
Residing at Polson, Montana  
My Commission Expires: 4-15-94



ATTACHMENT I  
TO THE AMENDED AND RESTATED  
DECLARATION OF PROTECTIVE COVENANTS  
OF  
JETTE LAKE LANDOWNERS' ASSOCIATION  
(as of May 15, 1993)

PROPERTY OWNERS WHO VOTED FOR AMENDMENT TO THE  
DECLARATION OF PROTECTIVE COVENANTS

By voting in favor of the Amendment to the Declaration of Protective Covenants each of the undersigned in writing appointed Sharon Hawke and George Zimmermann, or either of them, as the undersigned's attorney-in-fact to execute the Amended and Restated Declaration of Protective Covenants on behalf of the undersigned and to file the same in the records of Lake County, Montana.

Property Owner (Lot No.)

Wendy Rae Battista & Eric  
Richard Caster (Lots #1 & #2)

Hert Brown (Lot #4)

Rick E. Skates (Lot #6)

Jackson T. & Edith M. Waldher (Lot #10)

Sharon L. Hawke (Lot #12)

Tracy Fawbush & Judy Brown (Lot #16)

Dungan & Juanita McCauley (Lot #18)

Dan & Mary O'Brien (Lots #21 & #22)

Charles E. & Eleanor J. Dibble (Lot #24)

Nancy W. Gordon (Lot #26)

Erlind G. & Janis C. Royer (Lot #28)

James B. Willis Jr. & Lucinda K.  
Willis (Lot #30)

Warren C. Swartz (Lots #32 & #106)

Frank Noles Jr. & Karen Sue Noles  
(Lot #37)

Virginia A. Dahl (Lot #41)

Property Owner (Lot No.)

William F. Bowen (Lot #3)

Alice M. Gibson (Lot #5)

Jolanda Ingram (Lots #7 & #8)

Judi Osborne (Lot #11)

Kim & Maureen Williams (Lot #15)

Frank T. & Leada C. Hutchison  
(Lot #17)

Ronald & Adriane Chadwick (Lot #19)

Eric Sims (Lot #23)

Joan C. Scarcella (Lot #25)

John R. & Jean E. Dibble (Lot #27)

George Zimmermann (Lot #29)

Vernon L. & Arlene M. Cooper  
(Lot #31)

Whitefish Credit Union (Lots #33,  
#34, #35 & #36)

Michael S. & Patricia A. Lambe  
(Lot #39)

Jens Gran (Lot #44)

347 07

EXHIBIT "B"

Lot Fifty-Five (55) of JETTE LAKE, a subdivision on file and of record  
in the office of the Clerk and Recorder of Lake County, Montana.

STATE OF MONTANA, COUNTY OF LAKE

FILED 11:25 AM MAY 17 '93  
347507 EITH E. HODGSON  
108.00 Paula A. Holk

RETURN:

SHARON L. HADKE  
730 JETTE LAKE TRAIL  
POULSON, MT 59860

## EXHIBIT "A"

A tract of land located in and being a portion of the South One-Half of the South One-Half (S-1/2 S-1/2) of Section 11, the South One-Half of the Southwest One-Quarter (S-1/2 SW-1/4) of Section 12, the West One-Half (W-1/2) of Section 13 and portions of Section 14, Township 23 North, Range 21 West, Principal Meridian Montana, Lake County, Montana, and being more particularly described as follows:

Beginning at the Section corner common to Sections 10, 11, 14 and 15 of Township 23 North, Range 21 West the true point of beginning; thence, N. 00°10'01" W. along the Section line common to said Sections 10 and 11 a distance of 1308.62 feet; thence, N. 89°28'33" E. along the North boundary of the South One-Half of the Southwest One-Quarter (S-1/2 SW-1/4) of Section 11 a distance of 2682.74 feet; thence, N. 89°37'25" E. along the North boundary of the South One-Half Southeast One-Quarter of said Section 11 a distance of 2628.34 feet; thence, N. 89°56'54" E. along the North boundary of the South One-Half Southwest One-Quarter of said Section 12 a distance of 805.91 feet to a point on the Westerly boundary of U.S. Highway No. 93; thence, the following two (2) courses along said Highway right-of-way: S. 26°17'53" E. 2749.15 feet to a point on a tangent curve; thence, Southeasterly along said tangent curve being concave to the Southwest and having a radius of 5637.38 feet a distance of 990.00 feet; thence, running S. 24°48'04" W. and leaving the right-of-way of said Highway a distance of 1086.87 feet; thence, S. 51°52'29" W., 2853.90 feet; thence, West, 700.00 feet; thence, N. 31°26'39" W. 591.75 feet; thence, N. 03°00'28" E., 832.02 feet; thence, S. 79°03'56" W., 1542.31 feet; thence, N. 78°56'33" W., 1500.00 feet; thence, N. 23°54'39" W., 677.51 feet; thence, N. 34°38'18" W., 200.00 feet; thence, N. 88°33'39" W., 685.72 feet to the One-Quarter Section corner common to Sections 14 and 15, Township 23 North, Range 21 West; thence, N. 00°4'29" E. along the Section line common to said Section 14 and 15 a distance of 2651.67 feet to the true point of beginning. Containing 824.85 acres and all according to Certificate of Survey #2278 on file in the Lake County Clerk and Records Office.

## ATTACHMENT I (Continued)

Property Owner (Lot No.)

Robert F. &amp; Mary C. Sikonia (Lot #108)

Frank O. Berry (Lot #111)

John &amp; Joanna Lester (Lot #115)

W.O. &amp; Sandra E. Weaver (Lot #117)

Property Owner (Lot No.)

Dan Baker (Lot #109)

Lee &amp; Pennie Christensen (Lot #112)

Robert W. & Brigitte E. Miller  
(Lot #116)William H. & Rebecca C. Preston  
(Lot #118)

Property Owner (Lot No.)

Sherry Jones &amp; James Rogers (Lot #45)

Bruce Strausberg (Lots #46 &amp; #49)

John M. &amp; Mildred Houkal (Lot #51)

Joseph &amp; Heidi Hough (Lot #53)

James A. &amp; Nancy A. Peace (Lot #54)

Larry D. &amp; Catherine M. McClung (Lot #57)

John P. David & Sheri Connors-David  
(Lot #59)

Janice Thomas &amp; Ona M. Thomas (Lot #62)

William D. & Sandra K. Beckner  
(Lots #64 & #65)

Charles Specht (Lot #73)

Dale G. Frolander (Lot #75)

Ulysses G. Looney (Lot #77)

James W. &amp; Leslie H. Jolly (Lot #80)

Vahe Y. &amp; Anna M. Kazandjian (Lot #83)

Peter &amp; Terrie G. Pohl (Lot #86)

Timothy P. &amp; Jane E. Whaling (Lot #89)

John R. Desiderio Jr. & Sandra A.  
Desiderio (Lot #91)

Duane Taft (Lot #92)

Larry &amp; Barbara Claude (Lot #96)

Floyd &amp; Lois Scott (Lot #98)

W.K. &amp; J.M. Erickson (Lot #104)

Property Owner (Lot No.)George A. & Marjorie W. Brown  
(Lot #46)

Joseph A. &amp; Sally B. Keys (Lot #50)

Frank A. & Cheryl L. Thomas  
(Lot #52)Robert P. & Barbara M. Brown  
(Lot #53A)

Jon Raymond (Lot #56)

Mary B. Waldo (Lot #58)

Donald &amp; Maureen Ravalec (Lot #60)

J. Byron Christian (Lot #63)

Louis R. & Geraldine Y. Rist  
(Lot #66)Robert A. & Deirdre C. LaCasse  
(Lot #74)

Jack W. &amp; Lois A. Walz (Lot #76)

Jonathan A. & Margaret R. Parsons  
(Lot #78)William M. Starkey & Colleen M.  
Carew (Lots #81 & #82)Robert M. & Marie V. Kohler  
(Lot #85)Robert S. & Elizabeth S. Keenan  
(Lot #87)

Chris &amp; Viktra Bumgarner (Lot #90)

Stephen &amp; Terrine Morigeau (Lot #92)

Harry G. & Wanda L. Alsaker  
(Lot #95)

Mary L. Christian (Lot #97)

Ray &amp; Rosemarie Matrat (Lot #102)

Myrle &amp; Suzanne Allred (Lot #107)