1999222/5500

RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND HOMEOWNERS' ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by Eagle Bend Homeowner's Association, Inc., successor in interest to Eagle Bend Company, hereinafter referred to as the "Association".

This Restated Declaration is herewith prepared and filed for the purpose of amending and replacing the Restated Declaration of Covenants, Conditions and Restrictions and any Amendments recorded for the Eagle Bend Planned Unit Development on July 16, 1984 as Document #84 19815170 and on October 21, 1992 as Document #9229512200, records of Flathead County, Montana. From and after the date of recording of the within "Restated Declaration of Covenants, Conditions and Restrictions of Eagle Bend", this document shall be the governing instrument under, by and through which this project shall be created and under, by and through which this project shall be governed and operated. It being the intent and purpose of this Restated Declaration to completely replace and cancel the previous documents filed for and in behalf of this project and to the end that such previous documents shall have no further force and effect.

WITNESSETH:

WHEREAS, the Association is the successor to Eagle Bend Company and is the owner of all roadways, natural areas and common areas known as Eagle Bend, County of Flathead, State of Montana, described in the Amended Subdivision Plat of Eagle Bend and filed with the Clerk and Recorder of Flathead County, Montana, on September 12, 1983, filing No. 5-7-21.

NOW THEREFORE, the Association hereby declares that all of the properties described above, including all Lots shown above, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Architectural Committee" shall mean and refer to the committee described in Article VII.

Section 2. "Association" shall mean and refer to Eagle Bend Homeowners' Association, A Montana non-profit corporation, its successors and assigns.

Section 3. "Private Roads" shall mean and refer to any street, walk, drive, path or other right-of-way, within the Properties, as designated on the plat thereof and which is owned or to be owned by the Homeowner's Association.

Section 4. "Common Area" shall mean all real property (including and improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in the Plat of Eagle Bend, Flathead County, Montana, recorded with the Clerk and Recorder of Flathead County, Montana, as private roads and the "Homeowner's Natural Area" numbers one through eight.

Section 5. "Holder of a Deed of Trust" shall mean and refer to the holder of a first deed of trust, a first mortgage or any similar voluntary encumbrance on any Lot or any improvement located on the Properties.

Section 6. "Lot" shall mean and refer to each tract of land shown on the plat except for the private roads, the Common Areas (Homeowner's Natural Areas), and tracts B through F. In accordance with Article II, Section 4, the Townhouse Sites will be further subdivided.

Section 7. "Property" or "Properties" shall mean and refer to Eagle Bend, which real property is hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of obligations.

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 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 recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) 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. However, the Association shall not have the authority to sell or transfer any real property owned by it except to such a public agency, authority, or utility or to another legal entity having similar purposes to the Homeowners' Association and with the consent of the Flathead County Board of Commissioners or its successor. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of the members of the Association has been recorded with the Clerk and Recorder of Flathead County, Montana.

Section 2. Dedication of Common Area. The Association, in the plat of Eagle Bend as recorded with the Clerk and Recorder of Flathead County, Montana, has designated certain areas of land as roadways and a Homeowner's Natural Areas. Said areas are dedicated to the use of the Homeowners for roadway purposes and recreation purposes respectively, reserving the use of the roadway named "Golf Terrace" for the additional purpose of use for roadway purposes by those persons using and maintaining the golf course as well as its use by the homeowners.

The designated areas are not dedicated for use by the general public. Access and use of said areas may be controlled and limited by the Association, so long as such controls and limitations do not unreasonably restrict use of "Golf Terrace" by patrons of the golf course.

The plat of Eagle Bend is hereby incorporated into this Declaration by this reference.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 4. Residential Units per Lot. No more than one single family residence shall be constructed on any Lot, except for the lots identified as "Townhouse Site" which may be further subdivided by amendment of Plat in developing Townhouse projects.

Lots 49, 50, 51, 52, 53, 54, 55, 56, 113 and 114 to allow no more than twenty-two (22) townhouse dwellings thereon.

That portion of Tract A shown on Exhibit "A" (to be replatted as Eagle Bend No. 15) to allow nine (9) townhouse dwelling units thereon. Tract 1A shall be used as a single family lot.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. 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 ownership of any Lot which is subject to assessment. *Each Owner shall be responsible to notify the Secretary of the Association of any transfer of ownership.* Every transfer of property shall be subject to a fee of $100.00 payable to the Association by the Seller.

Section 2. The Association shall have one class of voting membership.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of 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 to be established and collected as hereinafter 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 property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement, maintenance and insurance of the Common Area, and to pay taxes on the Common Area.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be two hundred forty dollars ($240.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum annual assessment may be increased effective January 1st of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding twelve month period, or by 20%, whichever is greater.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the formula in the above subsection (a) by a vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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 improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds of the votes of the members present in person or by proxy at a meeting duly called for such purpose. If such assessment is not approved, there shall be no special assessment.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the Required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessments. Both annual and special assessment 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. Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be established by the Board of Directors. 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. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum and the Association shall cause to be charged a penalty of two (2) months dues. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. 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 of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, any holder of a first mortgage or trust indenture who obtains title to a Lot pursuant to the remedies provided in the mortgage or trust indenture, or by foreclosure of the mortgage or trust indenture, or by deed (or assignment) in lieu of foreclosure, will not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the holder of the mortgage or trust indenture. Except as provided herein, no sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. The fixing of assessments by an Association or other entity created under a Declaration pursuant to subdivision and development of a Townhouse Site shall not relieve any Owner of a Lot in such Townhouse Site for any assessments levied under this article. Each owner of a Lot in such Townhouse Site shall be a member of the Eagle Bend Homeowners Association, and by acceptance of a deed for said Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to be bound by the terms of this Declaration and the Articles of Incorporation and By-Laws of Eagle Bend Homeowners Association.

ARTICLE V
INSURANCE

Section 1. Liability Insurance. Public liability and common area property damage insurance shall be purchased by the Board, and shall be maintained in force at all times. The premium thereon to be paid out of the Association's funds. The insurance shall be carried in reputable companies authorized to do business in Montana. The minimum amount of coverage shall be $500,000.00 for personal injury to any one person, $1,000,000.00 for personal injury to any number of persons sustained in any one accident or mishap, and $100,000.00 property damage. The policy shall name the Association, its directors, officers, employees and agents in the scope of their employment, as insured. This policy shall insure against, but may not be limited to, injury or damage occurring in the common area.

Section 2. Fire Insurance - Master policy for Common Area. A master or blanket fire insurance policy may also be purchased or acquired by the Board. The premium to be paid out of the Association's funds. Said insurance shall be carried with reputable companies qualified to do business in the State of Montana, and shall insure against loss from fire and other hazards therein covered, for the full insurable value of all of the permanent improvements upon the common area. Said policy may contain extended coverage and replacement cost endorsements, if available, as well as vandalism and malicious mischief coverage, special form endorsement, stipulated amount clause, and a determinable cash adjustment clause, or a similar clause or clauses to permit cash settlement covering full value of the improvements in the event of partial destruction. The policy shall be in such amounts as shall be determined from time to time by the Board. The policy shall name all owners and mortgagees of the subject property, or any of it, as insured, as their respective interests may appear.

Section 3. Other Insurance. The Board of Directors of the Association may purchase additional insurance as the Board my determine to be advisable including, but not limited to, worker's compensation insurance, demolition insurance to remove improvements that are not rebuilt, fidelity bonds, and insurance on Association owned personal property. All premiums therefor shall be paid out of the Association's funds.

Section 4. Owner's Additional Insurance. An Owner may carry such personal liability and property damage insurance respecting his individual Lot as he may desire; however, any such policy *shall* include a waiver of subrogation clause against the Association and all other Owners.

ARTICLE VI
HOLDERS OF DEED OF TRUST

Each holder of a deed of trust, upon written request by such holder to the Board, shall be entitled to timely written notice of: (1) any proposed amendment of this Declaration effecting a change in (a) the boundaries of any Lot or the exclusive easement rights appertaining thereto, (b) the interest in the common area appertaining to any Lot or the liability for common

expenses appertaining thereto, (c) the number of votes in the Homeowner's Association appertaining to any Lot or (d) the purposes to which any Lot or the common area are restricted; (2) any condemnation loss or any casualty loss which affects a material portion of a Lot on which there is a first mortgage held; (3) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage, where such delinquency has continued for a period of sixty (60) days; (4) any lapse, cancellation or material modification of any insurance policy maintained by the Homeowner's Association pursuant to Article V.

ARTICLE VII
ARCHITECTURAL CONTROL

Section 1. There shall be a committee for the control of structural and landscaping architecture and design known as the "Architectural Committee", composed of three or more representatives appointed for a term of one (1) year by the Board of Directors. Members of the committee may be removed by a majority vote of the Board of Directors of the Association, with or without cause, and the Board of Directors of the Association shall fill all vacancies.

Section 2. The Architectural Committee shall have the authority to promulgate rules pertaining to, but not limited to, the following matters:

(a) Schedules relating to proposed commencement and completion dates of construction on lots.

(b) Time periods during individual days of the week within which construction may commence and when it must cease.

(c) Restrictions on locations on streets and roadways where vehicles, equipment and materials involved in construction may park or be placed.

(d) Any other matters which affect the rights of Lot Owners to the quiet enjoyment of their property, taking into account the reasonable needs of Owners of Lots upon which construction is undertaken.

Section 3. No structures or improvements shall be erected, placed, altered, maintained or permitted to remain upon the properties unless drawings and specifications signed by the proposed occupant of the site or his authorized representative have been submitted to and approved in writing by the committee. Such drawings shall include without limitation, the following matters: plot plan showing proposed contouring of grades, buildings, parking areas, and plans for all floors, cross-sections and elevations. Specifications shall describe types of construction, materials to be used, exterior finish and color, and water use limiting devices to be installed. Approval shall be based, among other things, on conformity and harmony of external design with neighboring structures, the effect of location and use of improvements on neighboring structures, the effect of finished ground elevations of the site being improved to that of neighboring sites, and conformity of the plans and specifications to the purpose and general plan and intent of these covenants. In the event that the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. A fee of not more than Two Hundred Fifty Dollars ($250.00) may be charged by the Architectural Committee to cover its reasonable direct out-of-pocket expenses incurred in making its decision. The hiring of an architect or other expert not a member of the Committee to consult on the proposal is hereby deemed to be such a reasonable expense.

Section 4. The Architectural Committee shall have a continuing role in the approval or disapproval of proposed changes from the original design and construction, including, without limitation, exterior remodeling, changes of color, exterior lighting, provision for wood storage, exterior clothes lines, recreational equipment (swimming pools, swing sets, volleyball courts, tennis courts, etc.) and exterior pet facilities. No such changes or additions will be permitted unless approved by the Architectural Committee, which may, in its discretion, waive the requirements that drawings and specifications be submitted as to such changes.

Section 5. If the Committee, upon its own inspection or upon receiving a complaint, determines that any Owner is in violation of the Committee's rules, or has failed to properly maintain his Lot or any permanent improvement thereon, including necessary repairs, or has constructed or made any change to any improvement not in conformance with an approved plan, the Committee shall notify the Owner in writing. Such notice shall contain a statement of the nature of the failure or violation and the steps needed to remedy it. If such remedial steps are not taken within reasonable time, the

Committee shall notify the Association which may itself, after written notice to the Owner and failure of such Owner to comply, undertake the steps and charge the Owner an assessment for any sums expended by it. Any such assessment shall be a lien against the Lot so assessed and the personal obligation of the Owner to the same extent as those liens described in Section 1 of Article IV.

ARTICLE VIII
TRACTS B THROUGH E

Section 1. Ownership of Tracts designated on the plat as B through E of the Property shall not pass to the Homeowner's Association.

Section 2. Tracts designated on the plat as B, C, D and facilities located thereon, will be utilized by Bigfork Water and Sewer to provide water and sewer services to the properties. Owners will be subject to charges by Bigfork Water and Sewer for such services, including hook-up fees, which such charges shall be in addition to and independent from the general and special assessments levied by the Homeowner's Association pursuant to Article IV herein.

Section 3. The area designated on the plat as Tract E shall be used for the golf course and related purposes only.

ARTICLE IX
RESTRICTIVE COVENANTS AS TO USAGE

Section 1. Single-Family Occupancy. Each residential unit shall be used as a single-family residence.

Section 2. Vehicles. All vehicles shall be parked in garages, carports, driveways or designated parking areas and no vehicle shall be parked upon or encroach upon the Common Area. Each occupant shall be responsible to see that visitors and guests utilize the parking areas provided. No outdoor maintenance or repair work shall be performed except washing and polishing. Trucks exceeding a capacity of one ton may not be regularly parked or kept on the properties. Recreational vehicles such as boats, campers, camper-trailers, may not be kept or stored within the properties except on a temporary basis. However, nothing shall prevent storage of such vehicles on the properties in a covered garage. The Association shall have the authority to promulgate rules for the use of vehicles which may be operated on roadways within the Properties, including but not limited to golf carts, motorcycles, motorbikes and bicycles.

Section 3. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on the properties except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and shall be subject to any governmental ordinances or laws. Dogs and cats shall be leashed at all times when outside a residential unit and the pet's owner shall confine his pet for excretion to such areas as may be designated by the Association. Owners shall be responsible to clean up after their pets. Pets constituting a nuisance may be ordered by the Board to be kept within the residence of the owner or ordered expelled from the Subdivision.

Section 4. Signs. No signs, billboards or advertising devices of any nature except as may be authorized by the Architectural Committee shall be erected or maintained on any part of the Properties. The Association may erect signs or notices for identification purposes in accordance with applicable state and municipal laws or codes.

Section 5. Nuisances. No unreasonably offensive or noxious activity shall be carried on upon the Property, nor shall noises be made or anything be done thereon which may be or become an unreasonable annoyance or nuisance to the neighborhood.

Section 6. Fences. Fences shall conform to zoning regulations and must be approved before erection by the Architectural Committee.

Section 7. Garbage. Dumpster-type garbage containers may be provided at locations specified by the Architectural Committee at the expense of the lot owners. Owners will be responsible for disposing of their garbage and trash in approved containers. No garbage or trash shall be permitted outside of any structure except in approved containers.

Section 8. Exterior Maintenance. Each owner of a lot or a structure shall be responsible to maintain the lot or structure in a manner consistent with its original design, including painting, repair, landscaping, and removing trash and debris.

Section 9. Antennas, Poles and other Structures. No antenna including but not limited to satellite dish receivers greater than 18", pole or other structure shall be erected unless approved by the Architectural Committee.

Section 10. Oil or Mining Operations. No operations of any kind for the purpose of discovering or removing any oil, gas, gravel or minerals of any kind shall be conducted on any premises subject to these covenants.

Section 11. Temporary Structures. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 12. Drainage Control. Reasonable precaution shall be taken during construction, and thereafter, to prevent erosion and drainage problems. All disturbed soil areas shall be revegetated within a reasonable time in such a fashion as to minimize erosion. Driveways shall be constructed so as not to interfere with drainage and shall include culverts of appropriate size to prevent obstruction of water flow.

Section 13. Trees, Shrubs and Water. The removal of trees, shrubs and other improvements from the properties will be prohibited without the express written approval of the Architectural Committee. All landscaping which materially affects the appearance of a lot must have written approval by the Architectural Committee before such improvements are commenced by and Owner. The Owner shall be responsible for the cost of any such improvements. Water usage limiting devices shall be utilized in accordance with the original approved design.

Section 14. Weed Control. Weeds shall be controlled so as to prevent the dissemination of seed and avoid fire hazards. The Association shall be empowered to dispose of weeds at the expense of the lot owner if such lot owner fails to comply with the provisions after reasonable notice. The expense, if any, incurred by the Association shall be a charge on the land and shall be a continuing lien upon the lot until paid.

ARTICLE X
GRANT OF EASEMENTS

Section 1. Easement for installation and maintenance of utilities and drainage facilities are reserved on:

(a) All roadways and common areas; and,

(b) All property located within five (5) feet of any boundary line; provided, however, on all lots for which prior approval has been obtained to construct a building to the side boundary of such lots, the easement area on such lots shall be within five (5) feet of the front and rear boundary lines and within ten (10) feet of the side boundary line on which such building is not constructed.

Section 2. The Owner of any Lot for which prior approval has been obtained to construct a building to the side boundary of such Lot shall have an easement over and upon the Lot adjoining said side boundary as is reasonably necessary for the construction and maintenance of said building and an easement of encroachment over said adjoining Lot to the full extent that the roof or any other part of said building shall encroach over the boundary of said adjoining Lot.

Section 3. The easement area of each Lot and all improvements on it shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible. Planted or paved areas which are disturbed by utility provider or public authority shall be reasonably restored when the purpose of the disturbance is accomplished.

ARTICLE XI
AGRICULTURAL COVENANTS

Section 1. Lot Owners are advised that agricultural activities are conducted in the immediate vicinity which may produce odors, noise, dust and involve the utilization of herbicides and pesticides which can have an effect on this property.

Section 2. Any authorized representative of any governmental agency shall have the right at any reasonable time to inspect the grounds and garden of any lot for disease harboring plants, shrubs or trees and, if found, to dispose of same.

Section 3. Each lot owner shall control or eliminate, to the extent reasonably possible, any noxious weeds, as designated by state or federal law, growing upon the property.

ARTICLE XII
GENERAL PROVISIONS

Section 1. Enforcement. 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. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to to so there-after. Any court finding violations of any covenant shall have in addition to the foregoing remedies, the right to require abatement of the violation including removal of any structure or improvements, at the expense of the owner of the lot or lots on which the violation occurs. Further, the County of Flathead is hereby given the right to enforce any or all of the covenants and conditions herein as a party in interest. However, the County of Flathead shall not be subject to assessment for any costs whatsoever for the operation, maintenance, repairs, taxes or any other costs of any of the lots or parcels or Common Area within said Subdivision. The party ultimately prevailing in any such action described in this Section (as evidenced by a final judgment for which no appeal is taken) shall be entitled to any award of reasonable attorneys' fees incurred in connection with the bringing of or defense of such action.

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.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended during the first twenty year period by an instrument signed by the owners of not less than two-thirds of the lots, and thereafter by an instrument signed by the owners of not less than two-thirds of the lots. Any amendment must be recorded with the Clerk and Recorder of Flathead County, Montana and must bear the written approval of the Flathead County Commissioners. An amendment of the plat of the properties recorded in Flathead County, Montana shall not be deemed to be an amendment of this Declaration.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds votes of the members of the Association.

IN WITNESS WHEREOF, the undersigned has set its hand and seal the 13th day January, 1998

EAGLE BEND HOMEOWNERS' ASSOCIATION

By: David W. Hilde
David W. Hilde, President

~~Attest:~~ Notary: State of Montana. Flathead County
Jessica E. Whitley

JESSICA E. WHITLEY NOTARIAL SEAL STATE OF MONTANA

Notary Public for the State of Montana
Residing in Bigfork
My Commission expires 12/11/2002

199922215500

EAGLE BEND HOMEOWNERS ASSOCIATION
PO BOX 902, BIGFORK, MT 59911

RE: Restated Declaration of Covenants, Conditions and Restrictions of Eagle Bend Homeowners Association, Inc.

The notarized ballots of not less than two-thirds of the lots, acting as instrument in changing the Declaration of Covenants, Conditions and Restrictions shall be available to the public at all times in the managing office for Eagle Bend Homeowners Association, presently located at 715 Electric Avenue, Bigfork, MT 59911.

STATE OF MONTANA, }
County of Flathead } ss

Recorded at the request of Eagle Bend

this 10 day of Aug, 1999 at 3:50 o'clock P M and recorded in the records of Flathead County, State of Montana.

Fee $ 5.00 Pd.

RECEPTION NO. 199922215500

RETURN TO Eagle Bend HOA
Box 902 Bigfork MT 59911

Susan St. Haverfield
(Flathead County Clerk and Recorder)

Mara Johnson
(Deputy)

Clerk&R-RecS

GRANTORS	GRANTEES	REC. FEES	FILE FEES	RECEPTION NUMBER
EAGLE BEND HOA	PUBLIC	54.00		199922215500

COMMENT: RESTATED DECL CCR EAGLE BEND HOA 198419815170
INST CODE: MISC RE
RETURN TO: EAGLE BEND HOA
BOX 902
BIGFORK, MT 599110902

DESC:	SEC	TWN	RNG	NAME	LOT	BLOCK
	26	27	20	EAGLE BEND A	ALL	
	26	27	20	EAGLE BEND AMD	ALL	
	26	27	20	EAGLE BEND AMD SUB AMD	ALL	
	26	27	20	EAGLE BEND D	ALL	
	26	27	20	EAGLE BEND DEV UNIT 1	ALL	
	26	27	20	EAGLE BEND E	ALL	
	26	27	20	EAGLE BEND F	ALL	
	26	27	20	EAGLE BEND G	ALL	
	26	27	20	EAGLE BEND 10	ALL	
	26	27	20	EAGLE BEND 11	ALL	
	26	27	20	EAGLE BEND 12	ALL	
	26	27	20	EAGLE BEND 13	ALL	
	26	27	20	EAGLE BEND 19	ALL	
	26	27	20	EAGLE BEND 14	ALL	
	26	27	20	EAGLE BEND 15	ALL	
	26	27	20	EAGLE BEND 16	ALL	
	26	27	20	EAGLE BEND 17	ALL	
	26	27	20	EAGLE BEND 18	ALL	
	26	27	20	EAGLE BEND 2	ALL	
	26	27	20	EAGLE BEND 20	ALL	
	26	27	20	EAGLE BEND 22	ALL	
	26	27	20	EAGLE BEND 23	ALL	
	26	27	20	EAGLE BEND 24	ALL	
	26	27	20	EAGLE BEND 25	ALL	
	26	27	20	EAGLE BEND 27	ALL	
	26	27	20	EAGLE BEND 28	ALL	
	26	27	20	EAGLE BEND 3	ALL	
	26	27	20	EAGLE BEND 5	ALL	
	26	27	20	EAGLE BEND 6	ALL	
	26	27	20	EAGLE BEND 7	ALL	
	26	27	20	EAGLE BEND 8	ALL	
	26	27	20	EAGLE BEND 9	ALL	

ASSR: E000314 E038964 0001093 0971559 0973164 0973165 0973393 0973395 0973396 0973398
0973399 0973400 0973401 0973402 0973403 0973404 0973405 0973406 0973407 0973408
0973409 0973410 0973411 0973412 0973413 0973414 0973415 0973416 0973417 0973418
0973419 0973420 0973421 0973422 0973423 0973424 0973425 0973426 0973427 0973428
0973429 0973430 0973431 0973432 0973433 0973434 0973436 0973437 0973438 0973439
0973440 0973441 0973442 0973443 0973444 0973446 0973447 0973448 0973449 0973450
0973451 0973452 0973453 0973454 0973455 0973456 0973457 0973458 0973459 0973460
0973461 0973462 0973463 0973464 0973465 0973466 0973467 0973468 0973469 0973470
0973471 0973472 0973473 0973474 0973476 0973477 0973478 0973480 0973482 0973483
0973484 0973485 0973486 0973487 0973488 0973489 0973490 0973491 0973492 0973493
0973494 0973495 0973496 0973500 0973501 0973502 0973503 0973504 0973505 0973506
0973507 0973508 0973509 0973510 0973511 0973512 0973513 0973515 0973516 0973517
0973789 0973793 0973794 0973795 0973796 0973797 0973798 0973799 0973800 0973801
0973802 0973803 0974170 0974171 0974172 0974173 0975627 0975628 0975629 0975630
0975631 0975632 0975633 0975634 0975635 0975636 0975637 0975638 0975926 0976036
0976037 0976038 0976039 0976040 0976041 0976540 0977546 0977547 0977548 0977549
0977550 0977551 0977649 0977954 0977955 0978086 0978087 0978088 0978681 0978682
0978683 0978684 0978750 0978751 0978752 0978753 0978754 0978755 0979711 0979712
0979852 0979853 0979854 0979855 0979856 0979857 0979858 0979859 0979860 0980022
0980023 0980025 0980879 0980880 0980881 0980883 0980884 0980885 0982058 0982059

TOTAL NUMBER OF PHYSICAL INSTRUMENTS IN THIS REPORT 2
(DOES NOT REFLECT 1700 ENTRY FOR COPIES)

TOTAL FEES	RECORDED	FILED
60.00	60.00	

0973458 0973460 0973461 0973463 0973464 0973465 0973467 0973468 0973483 0973484 0973485 0973486 0973488 0973489 0973490 0973491 0038964 0973500 0973501 0975627 0975628 0975629 0975630 0975631 0975632 0975633 0975634 0975635 0975636 0975637 0975638 0973407 0973408 0973409 0973410 0973411 0973412 0973413 0973414 0976036 0976037 0976038 0976039 0976040 0976041 0973509 0974171 0974173 0976540

After recording return to:
Snyder Law Office, PC
P O Box 717
Bigfork, MT 59911

CR-08-051
1

200800017525
Page: 1 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

AMENDMENT TO THE RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND HOMEOWNERS' ASSOCIATION, INC.

DATED September 1, 2007

THIS AMENDMENT is made by the owners of lots in Eagle Bend subdivision, hereafter jointly referred to as the "Association."

RECITALS

1. A Restated Declaration of Covenants, Conditions and Restrictions and Amendments were recorded for the Eagle Bend Planned Unit Development on July 16, 1984 as Document #84 19815170 and on October 21, 1992 as Document #9229512200, and a Restated Declaration of Covenants, Conditions and Restrictions of Eagle Bend Homeowners' Association, Inc. (herein "Restated Declaration") was filed with the office of the Clerk and Recorder of Flathead County, Montana, on August 10, 1999, as Reception No. 199922215500.

2. The land subject to the Restated Declaration and to this amendment was originally known as the Eagle Bend Planned Unit Development and is now known as "Eagle Bend" and is described in the Amended Subdivision Plat of Eagle Bend filed on September 12, 1983, as filing No. 5-7-21, in the records of the Clerk and Recorder of Flathead County, Montana, excluding Eagle Bend North, Eagle Bend West (now known as Harbor Village) and Lake Pointe subdivisions.

3. The Restated Declaration provides for its amendment by the recording of an instrument executed by the owners of not less than two-thirds of the lots, with the written approval of the Flathead County Commissioners.

4. The undersigned are the owners of two-thirds or more of the lots in Eagle Bend and are desirous of subjecting said real property to the Restated

0973418 0973419 0973420 0973421 0973422 0973405 0973504 0973506 0973507 0973508 0973164 0973502 0973789 0973470 0973599 0975926 0973423 0973424 0973425 0973429 0007661 0973487 0038964 0973492 0973493 0973494 0973495 0971559 0973393 0973395 0973400 0973426 0973427 0973428 0973430 0973431 0973432 0973433 0973438 0973439 0973443 0973447 0973452 0973453 0973454 0973455

Declaration as amended herein, for the benefit of said property and of each owner and contract-purchaser thereof, and said Restated Declaration as amended herein shall inure to the benefit of and pass with said property and apply to and bind the successors in interest of any owner or contract-purchaser thereof.

WHEREAS, ARTICLE XII, Section 3 currently provides:

> **Section 3.** Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended during the first twenty year period by an instrument signed by the owners of not less than two-thirds of the lots, and thereafter by an instrument signed by the owners of not less than two-thirds of the lots. Any amendment must be recorded with the Clerk and Recorder of Flathead County, Montana and must bear the written approval of the Flathead County Commissioners. An amendment of the plat of the properties recorded in Flathead County, Montana shall not be deemed to be an amendment of this Declaration.

Now, we undersigned owners declare that the above ARTICLE XII, Section 3 shall be and hereby is amended and readopted to read in its entirety as follows:

> **Section 3.** Amendment. (a) The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. An amendment of the plat of the properties recorded in Flathead County, Montana shall not be deemed to be an amendment of this Declaration.
>
> (b) This Declaration may be amended by a ballot vote of the Owners at an annual meeting or at a special meeting called expressly for the purpose of voting on amendments. The notice of the meeting shall set forth the full language of the proposed amendment and shall be mailed or delivered to Owners at least sixty (60) days prior to the meeting. Ballots may be cast in person, by proxy, or by mail. In order for any amendment to be effective, the votes representing at least two-thirds of the Lots and Townhouse sites must be cast in favor of the amendment.

Townhouse sites must be cast in favor of the amendment.

(c) The amendment(s) shall be effected when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: March 05/2008

Lot No. 26 of the Amended Plat of the Amended Subdivision Plat of Eagle Bend, according to the plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Charlotte M. Garrett, as Trustee of the Charlotte M. Garrett Trusts dated May 11, 1983

John Richard Spere, Trustee of the John R. Spere Trust Dated January 24, 2004

200800017525
Page: 4 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

STATE OF California)
:ss.
County of Riverside)

This instrument was signed or acknowledged before me on this 5 day of March, 2008, by Charlotte M. Garrett, as Trustee of the Charlotte M. Garrett Trusts dated May 11, 1983.

Carol Lynn Holt, Notary Public
Print Name: CAROL Lynn Holt
Notary Public for the State of CALIFORNIA
Residing at RIVERSIDE, CA
My commission expires: Sept. 13, 2009

CAROL LYNN HOLT
Commission # 1606418
Notary Public - California
Riverside County
My Comm. Expires Sep 13, 2009

STATE OF California)
:ss.
County of Orange)

This instrument was signed or acknowledged before me on this 7 day of March, 2008, by John Richard Spere, as Trustee of the John R. Spere Trust Dated January 24, 2004.

Heather Wileman
Print Name: Heather Wileman
Notary Public for the State of California
Residing at San Clemente Ca
My commission expires: July 17 2009

HEATHER WILEMAN
Commission # 1595648
Notary Public - California
Orange County
My Comm. Expires Jul 17, 2009

Townhouse sites must be cast in favor of the amendment.

(c) The amendment(s) shall be effected when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: Feb. 14, 2008.

Lot 11 of Eagle Bend A of the Resubdivision of Lot TA1 of the Amended Plat of Eagle Bend, according to the map or plat thereof on file and of record in the office of Clerk and Recorder of Flathead County, Montana.

Grant Pisko and Janice Pisko

PROVINCE OF ALBERTA)
:ss.
Country of Canada)

This instrument was signed or acknowledged before me on this 14 day of Feb., 2008, by Grant Pisko and Janice Pisko.

SIMON JOHN HERSEY Notary Public PROVINCE OF ALBERTA

Print Name: Simon Hersey
Title/Capacity: Lawyer / Notary
Notary Public for Canada
My commission expires: n/a

SIMON J. HERSEY
A Commissioner For Oaths And
A Notary Public In And For
The Province Of Alberta
Being A Solicitor

Townhouse sites must be cast in favor of the amendment.

(c) The amendment(s) shall be effected when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: Feb. 13, 2008 Lot No. 20

ADVENTURE CAPITAL, LLC

Linda D. Pistorese

By: Linda D. Pistorese, President and Member

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 13th day of Feb 2008, by Linda D. Pistorese as President and Member of Adventure Capital, LLC.

BILLIE J. LITTLE * NOTARIAL SEAL * STATE OF MONTANA

Billie J. Little

Print Name: Billie J. Little
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 10-15-2011

(c) The amendment(s) shall be effective when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: JANUARY 9, 2008 Lot No. 67

Donald E. Loranger

Donald E. Loranger

Janet D. Loranger

Janet D. Loranger

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 9th day of January, 2008, by Donald E. Loranger and Janet D. Loranger

EDWARD P. NOLDE NOTARIAL SEAL STATE OF MONTANA

Edward P. Nolde
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 10-21-2008

CCR amend amend process 080821.doc

(c) The amendment(s) shall be effective when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the ~~owners need be recorded~~.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: Jan. 3, 2008 Lot No. TA-6

Donald Macke and Beverly Macke

STATE OF CALIFORNIA)
:ss.
County of RIVERSIDE)

This instrument was signed or acknowledged before me on this 3RD day of JANUARY, 2008, by Donald Macke and Beverly Macke.

BARBARA C. GRANT
Commission # 1697789
Notary Public - California
Riverside County
My Comm. Expires Oct 31, 2010

Barbara C. Grant
Print Name: BARBARA C. GRANT
Notary Public for the State of CALIFORNIA
Residing at INDIAN WELLS
My commission expires: OCT. 31, 2010

CCR amend amend process 080821.doc

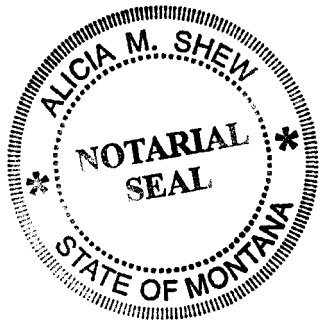
(c) The amendment(s) shall be effective when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: JANUARY 15, 2008 Lot No. 96

Mad Dog Properties, LLC

By: Mark Delorme, Member



STATE OF MONTANA)
:ss.
County of FLATHEAD)

This instrument was signed or acknowledged before me on this 15th day of JANUARY, 2008, by Mark Delorme as Member of Mad Dog Properties, LLC.

Print Name: ALICIA M. SHEW
Notary Public for the State of MONTANA
Residing at KALISPELL
My commission expires: JUNE 4, 2010

Townhouse sites must be cast in favor of the amendment.

(c) The amendment(s) shall be effected when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: 2-22-08

Lot 2B of Lot 54-B of Block 2 of Eagle Bend No. 22, per plat, official records, Flathead County, Montana.

LARRY MARTIN and CONNIE PRESTON

STATE OF ~~FLORIDA~~ Colorado)
:ss.
County of ~~St. Lucie~~ Douglas)

This instrument was signed or acknowledged before me on this 22nd day of February, 2008, by Larry Martin and Connie Preston.

KIMBERLY ROUWHORST
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 02/22/2011

Print Name: Kimberly Rouwhorst
Notary Public for the State of ~~Florida~~ Colorado
Residing at 10940 S. Parker Rd Parker CO
My commission expires: 2-22-2011

200800017525
Page: 11 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

Townhouse sites must be cast in favor of the amendment.

(c) The amendment(s) shall be effected when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: Jan. 15, 2008 Lot No. 117

Ferdinand Charles Meyer, Jr., Trustee of The Meyer Family Trust

Ferdinand C Meyer Ferdinand Charles Meyer

FERDINAND CHARLES MEYER, JR., TRUSTEE

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 15th day of January, 2008, by Ferdinand Charles Meyer, Jr. as Trustee of The Meyer Family Trust.

RYAN PETERSEN NOTARIAL SEAL STATE OF MONTANA

Ryan Petersen
Print Name: Ryan Petersen
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 04-29-2009

Townhouse sites must be cast in favor of the amendment.

(c) The amendment(s) shall be effected when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or ~~more of the Lots and Townhouse sites affirmatively voted for the adoption~~ of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: January 30, 2008 Lot No. 55A-2B

Lloyd Edwin Miller & Joann J. Miller, Trustees of the Lloyd Edwin and Joann J. Miller Family Trust

Lloyd E Miller Joann J Miller

LLOYD EDWIN MILLER, Trustee and JOANN J. MILLER, Trustee

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 30th day of January, 2008, by Lloyd Edwin Miller and Joann J. Miller as Trustees of the Lloyd Edwin and Joann J. Miller Family Trust.

KELLIE L. BENISH
MY COMMISSION # DD 674474
EXPIRES: August 5, 2011
Bonded Thru Notary Public Underwriters

Kellie L Benish
Print Name: Kellie L. Benish
Notary Public for the State of ~~Montana~~ FLORIDA
Residing at Osprey FL 34229
My commission expires: August 5, 2011

200800017525
Page: 13 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

Townhouse sites must be cast in favor of the amendment.

(c) The amendment(s) shall be effected when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: 1.14.08 Lot No. T6-2C

Franklyn P. Palmer
FRANKLYN P. PALMER

STATE OF CONNECTICUT)
:ss.
County of Litchfield)

This instrument was signed or acknowledged before me on this 14 day of January, 2008, by Franklyn P. Palmer.



Jennifer Moore
Print Name: Jennifer Moore
Notary Public for the State of Connecticut
Residing at Sherwood Rd Sharon CT06069
My commission expires:
JENNIFER MOORE
NOTARY PUBLIC
MY COMMISSION EXPIRES 4/30/11

Townhouse sites must be cast in favor of the amendment.

(c) The amendment(s) shall be effected when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: 1.14.08 Lot No. 52

RONALD G. RAY and PEGGY K. RAY

STATE OF MONTANA)
:ss.
County of Cascade)

This instrument was signed or acknowledged before me on this 14th day of January, 2008, by Ronald G. Ray and Peggy K. Ray.

Kitty Nelson

Print Name: Kitty Nelson
Notary Public for the State of Montana
Residing at Great Falls
My commission expires: 07-21-09.
2009

Paula Robinson, Flathead County MT by JL
200800017525
Page: 15 of 133
Fees: $951.00
6/23/2008 10:37 AM

(c) The amendment(s) shall be effective when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: 1·5·08, 2008 Lot No. 46A

Noralene Reese

Noralene Reese

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 9th day of January, 2008, by Noralene Reese.

SUSAN MUELLNER NOTARIAL SEAL STATE OF MONTANA

Notary Public for the State of Montana
RESIDING AT BIGFORK, MONTANA
My Commission Expires
February 5, 2011

Susan Muellner

Print Name: SUSAN MUELLNER
Notary Public for the State of MONTANA
Residing at BIGFORK, MT
My commission expires: 2-5-2011

CCR amend amend process 080821.doc

Townhouse sites must be cast in favor of the amendment.

(c) The amendment(s) shall be effected when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: 1-16-08 Lot No. 98

Alda E. Rowe, Trustee of the Alda E. Rowe Revocable Trust

Alda E. Rowe
ALDA E. ROWE, Trustee of the Alda E. Rowe Revocable Trust

STATE OF FLORIDA)
:ss.
County of Orange)

This instrument was signed or acknowledged before me on this 16th day of JAN, 2008, by Alda E. Rowe as Trustee of the Alda E. Rowe Revocable Trust.

ANTHONY B. DUROCHER
MY COMMISSION # DD 736578
EXPIRES: December 18, 2011
Bonded Thru Notary Public Underwriters

Anthony B Durocher
Print Name: _____
Notary Public for the State of Florida
My commission expires: 12/18/2011

200800017525
Page: 17 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

Townhouse sites must be cast in favor of the amendment.

(c) The amendment(s) shall be effected when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: January 28, 2008 Lot No. 30

Ann B. Schroeder, Trustee of the Ann B. Schroeder Living Trust, and Paul D. Sebesta, individually.

Ann B. Schroeder, Trustee Paul D. Sebesta

ANN B. SCHROEDER, Trustee and PAUL D. SEBESTA, individually
Owner of Lot No. 30 Owner of Lot No. 30

200800017525
Page: 18 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Oregon
County of Jackson } ss.

On this the 28th day of January, 2008, before
Day Month Year
me, K. Sierra, the undersigned Notary
Name of Notary Public
Public, personally appeared Ann B. Schroeder and Paul D. Schesta
Name(s) of Signer(s)

☐ personally known to me – **OR** –

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.

OFFICIAL SEAL
K SIERRA
NOTARY PUBLIC - OREGON
COMMISSION NO. 404392
MY COMMISSION EXPIRES APRIL 3, 2010

K Sierra
Signature of Notary Public

Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Right Thumbprint of Signer
Top of thumb here

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

© 2002 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org
Item No. 5936 Reorder: Call Toll-Free 1-800 US NOTARY (1-800-876-6827)

200800017525
Page: 19 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

Townhouse sites must be cast in favor of the amendment.

(c) The amendment(s) shall be effected when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: 2/7/08

Lot 10 of Eagle Bend A of the resubdivision of Lot TA1 of the Amended Plat of Eagle Bend, per plat, official records of Flathead County, Montana.

P Wayne Sheffield
P. WAYNE SHEFFIELD and Sara W. Sheffield
SARA W. SHEFFIELD

STATE OF GEORGIA)
:ss.
County of Glynn)

This instrument was signed or acknowledged before me on this 7th day of February, 2008, by P. Wayne Sheffield and Sara W. Sheffield.

Melissa Ferrell
Print Name: Melissa Ferrell
Notary Public for the State of Georgia
Residing at Glynn County
My commission expires:
Notary Public, Glynn County, Georgia
My Commission Expires Mar. 6, 2011.

MORGAN FERRELL * NOTARY PUBLIC * GLYNN COUNTY, GEORGIA

200800017525
Page: 20 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL
6/23/2008 10:37 AM

Townhouse sites must be cast in favor of the amendment.

(c) The amendment(s) shall be effected when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or ~~more of the Lots and Townhouse sites affirmatively voted for the adoption~~ of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: 1-10-08 Lot No. 121

SWANK ENTERPRISES CORPORATION

Dean Swank
By: Dean Swank, President

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 10th day of January, 2008, by Dean Swank as President of Swank Enterprises Corporation.

LEA ANN NOFFSINGER NOTARIAL SEAL STATE OF MONTANA

Lea Ann Noffsinger
Print Name: LeaAnn Noffsinger
Notary Public for the State of Montana
Residing at Whitefish
My commission expires: August 22, 2010

(c) The amendment(s) shall be effective when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: 2/12/08, 2008

Lot No. 33 of the Amended Plat of the Amended Subdivision Plat of Eagle Bend, per official records, Flathead County, Montana.

Charles J. Traut and Karen A. Traut

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 14th day of February, 2008, by Charles J. Traut and Karen A. Traut.

Print Name: EDWARD P NOLPE
Notary Public for the State of MONTANA
Residing at BIGFORK
My commission expires: 10-21-2008

Townhouse sites must be cast in favor of the amendment.

(c) The amendment(s) shall be effected when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: 1-29-08

Jerry M. Winkle and Marcia I. Winkle, Trustees of The Winkle Family Trust Established April 29, 1998.

Jerry M Winkle Trustee Marcia I. Winkle, Trustee

JERRY M. WINKLE, Trustee and Owner of Lot No. 113B-1B

MARCIA I. WINKLE, Trustee Owner of Lot No. 113B-1B

in Block 1 of Eagle Bend No. 17, per plat, records of Flathead County, Montana

STATE OF CALIFORNIA)
:ss.
County of Riverside)

This instrument was signed or acknowledged before me on this 29th day of January, 2008, by Jerry M. Winkle and Marcia I. Winkle, as Trustees of the Winkle Family Trust.

DALE E. GRANT
Commission # 1699174
Notary Public - California
Riverside County
My Comm. Expires Oct 17, 2010

Print Name: DALE E. GRANT
Notary Public for the State of California
Residing at Indian Wells, California
My commission expires: Oct 17, 2010

200800017525
Page: 23 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

(c) The amendment(s) shall be effective when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: 1/25/, 2008 Lot No. 108A

Roger Duber and Shelley Duber

STATE OF CALIFORNIA)
:ss.
County of _____)

This instrument was signed or acknowledged before me on this _____ day of _____, 200__, by Roger Duber and Shelley Duber.

_____
Print Name: _____
Notary Public for the State of _____
Residing at _____
My commission expires: _____

CCR amend amend process 080821.doc

See attached All Purpose Acknowledgment

200800017525
Page: 24 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Bernardino }

On 1/30/08 (Date) before me, Betsy A. Pusey, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Shelley Sue Dubes (Name(s) of Signer(s)),

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BETSY A. PUSEY
Commission # 1661462
Notary Public - California
San Bernardino County
My Comm. Expires May 22, 2010

Place Notary Seal Above

Signature Betsy A. Pusey (Signature of Notary Public)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment to the Restated Declarations of Covenants, Conditions and Restrictions of Eagle Bend Homeowners' Association, Inc.
Document Date: _____ Number of Pages: 3
Signer(s) Other Than Named Above: Roger Dennis Dubes

Capacity(ies) Claimed by Signer(s)

Signer's Name: Shelley Sue Dubes
☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: Self

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

©2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5907 Reorder: Call Toll-Free 1-800-876-6827

200800017525
Page: 25 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Bernardino }

On 1/25/08 (Date) before me, Betsy A. Pusey Notary Public (Here Insert Name and Title of the Officer),

personally appeared Roger Dennis Dubek (Name(s) of Signer(s)),

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BETSY A. PUSEY
Commission # 1661462
Notary Public - California
San Bernardino County
My Comm. Expires May 22, 2010

Place Notary Seal Above

Signature Betsy A. Pusey (Signature of Notary Public)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment To The Restated Declarations of Covenants, Conditions and Restrictions of Eagle Bend Homeowners Association, Inc.
Document Date: 9/1/07 Number of Pages: 3
Signer(s) Other Than Named Above: Shelley Dubek

Capacity(ies) Claimed by Signer(s)

Signer's Name: Roger Dennis Dubek
☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: Self

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

©2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5907 Reorder: Call Toll-Free 1-800-876-6827

(c) The amendment(s) shall be effective when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: Jan. 11, 2008 Lot No. EB15-2B

Craig Gannett and Cynthia Gannett

STATE OF WASHINGTON)
:ss.
County of King)

This instrument was signed or acknowledged before me on this 11th day of January, 2008, by Craig Gannett and Cynthia Gannett.

DANA T. ZAHN NOTARY PUBLIC COMMISSION EXPIRES 5-29-08 STATE OF WASHINGTON

Dana T. Zahn
Print Name: Dana T. Zahn
Notary Public for the State of Washington
Residing at Issaquah
My commission expires: May 29, 2008

CCR amend amend process 080821.doc

(c) The amendment(s) shall be effective when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: 2/22, 2008

Lot A of the Amended Plat of Eagle Bend No. 24, per plat, official records, Flathead County, Montana.

Scott E. Gordon and Janice A. Gordon

STATE OF ARIZONA)
:ss.
County of Maricopa)

This instrument was signed or acknowledged before me on this 22 day of Feb, 2008, by Scott E. Gordon and Janice A. Gordon.

STEPHANIE BOGAN
Notary Public - Arizona
Maricopa County
My Commission Expires
August 28, 2009

Print Name: Stephanie Bogan
Notary Public for the State of AZ
Residing at 20555 N. Hayden RD Scottsdale AZ
My commission expires: Aug. 28 2009

Townhouse sites must be cast in favor of the amendment.

(c) The amendment(s) shall be effected when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: February 4, 2008.

Lots 123 and 124 of Eagle Bend E, a Resubdivision Plat of Lot 11 of Eagle Bend Development Unit No. 1, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana. (Eagle Bend E.)

Isabelle J. Hill

Isabelle J. Hill, Owner

STATE OF FLORIDA)
:ss.
County of Palm Beach)

This instrument was signed or acknowledged before me on this 4th day of February, 2008, by Isabelle J. Hill.

Print Name: Mark A. Mestrovich IV
Notary Public for the State of Florida
My commission expires: May 30, 2011

MARK MESTROVICH, IV
Notary Public, State of Florida
Commission# DD680133
My comm. expires May 30, 2011

Townhouse sites must be cast in favor of the amendment.

(c) The amendment(s) shall be effected when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: 2/5/08

Lot No. 107 of the Amended Plat of the Amended Subdivision Plat of Eagle Bend, per plat, official records, Flathead County, Montana.

James Lamont

JAMES LAMONT

STATE OF CALIFORNIA)
:ss.
County of Yolo)

This instrument was signed or acknowledged before me on this _____ day of _____, 200__, by James Lamont.

see attached

_____
Print Name: _____
Notary Public for the State of California
My commission expires: _____

Paula Robinson, Flathead County MT by JL
200800017525
Page: 30 of 133
Fees: $951.00
6/23/2008 10:37 AM

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Yolo

On 02/05/08 (Date) before me, Jennifer N. Bradley, Notary Public, (Here Insert Name and Title of the Officer)

personally appeared James Lamont (Name(s) of Signer(s))

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JENNIFER N. BRADLEY
Commission # 1775384
Notary Public - California
Yolo County
My Comm. Expires Oct 23, 2011

Signature Jennifer N. Bradley (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment to the Restated Declaration of Covenants, Cond, + rest.

Document Date: 09/01/07 Number of Pages: 3

Signer(s) Other Than Named Above: N/A

Capacity(~~ies~~) Claimed by Signer(~~s~~)

Signer's Name: James Lamont

☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

©2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5907 Reorder: Call Toll-Free 1-800-876-6827

200800017525
Page: 31 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

PART TWO OF SIGNATURE PAGES FOR AMENDMENT TO THE RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND HOMEOWNERS' ASSOCIATION, INC.

DATED September 1, 2007

AFFIDAVIT

Jessica Glazier, being duly sworn, states:

1. I am the Business Manager of Eagle Bend Homeowners Association, Inc.

2. In that capacity, I mailed the attached Exhibit A, Amendment to the Restated Declaration of Covenants, Conditions and Restrictions of Eagle Bend Homeowners' Association, Inc. Dated September 1, 2007, to all record owners of lots and townhomes in Eagle Bend Subdivision, in Flathead County, Montana.

3. Page three of this attachment is a blank form of the signature page that accompanied each mailing of pages one and two of Exhibit A. The third pages actually mailed were each modified to insert a lot or townhouse number and the owner name(s). Each page three referred to the first two pages as the 2007 Restated Declaration of Covenants, Conditions and Restrictions of Eagle Bend.

4. The original, executed signature pages filed and recorded contemporaneously with my Affidavit are the original signature pages provided to owners with pages one and two of the attached Exhibit A.

March 5, 2008

Jessica Glazier

200800017525
Page: 32 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

STATE OF MONTANA

SS:

COUNTY OF FLATHEAD

On March 5th, 2008, Jessica Glazier appeared before me, signed, and swore to the truth of the above statement.

Jennifer Anderson

Print name: Jennifer Anderson
Notary Public in and for Montana
Residing at:
My commission expires:

STATE OF MONTANA NOTARIAL SEAL

JENNIFER ANDERSON
Notary Public for the
State of Montana
Residing at Bigfork, Montana
My Commission Expires:
August 14, 2011

200800017525
Page: 33 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

AMENDMENT TO THE RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND HOMEOWNERS' ASSOCIATION, INC.

DATED September 1, 2007

THIS AMENDMENT is made by the owners of lots in Eagle Bend subdivision, hereafter jointly referred to as the "Association."

RECITALS

1. A Restated Declaration of Covenants, Conditions and Restrictions and Amendments were recorded for the Eagle Bend Planned Unit Development on July 16, 1984 as Document #84 19815170 and on October 21, 1992 as Document #9229512200, and a Restated Declaration of Covenants, Conditions and Restrictions of Eagle Bend Homeowners' Association, Inc. (herein "Restated Declaration") was filed with the office of the Clerk and Recorder of Flathead County, Montana, on August 10, 1999, as Reception No. 199922215500.

2. The land subject to the Restated Declaration and to this amendment was originally known as the Eagle Bend Planned Unit Development and is now known as "Eagle Bend" and is described in the Amended Subdivision Plat of Eagle Bend filed on September 12, 1983, as filing No. 5-7-21, in the records of the Clerk and Recorder of Flathead County, Montana, excluding Eagle Bend North, Eagle Bend West (now known as Harbor Village) and Lake Pointe subdivisions.

3. The Restated Declaration provides for its amendment by the recording of an instrument executed by the owners of not less than two-thirds of the lots, with the written approval of the Flathead County Commissioners.

4. The undersigned are the owners of two-thirds or more of the lots in Eagle Bend and are desirous of subjecting said real property to the Restated Declaration as amended herein, for the benefit of said property and of each owner and contract-purchaser thereof, and said Restated Declaration as amended herein shall inure to the benefit of and pass with said property and apply to and bind the successors in interest of any owner or contract-purchaser thereof.

WHEREAS, ARTICLE XII, Section 3 currently provides:

> **Section 3.** Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended during the first twenty year period by an instrument signed by the owners of not less than two-thirds of the lots, and

thereafter by an instrument signed by the owners of not less than two-thirds of the lots. Any amendment must be recorded with the Clerk and Recorder of Flathead County, Montana and must bear the written approval of the Flathead County Commissioners. An amendment of the plat of the properties recorded in Flathead County, Montana shall not be deemed to be an amendment of this Declaration.

Now, we undersigned owners declare that the above ARTICLE XII, Section 3 shall be and hereby is amended and readopted to read in its entirety as follows:

Section 3. Amendment. (a) The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. An amendment of the plat of the properties recorded in Flathead County, Montana shall not be deemed to be an amendment of this Declaration.

(b) This Declaration may be amended by a ballot vote of the Owners at an annual meeting or at a special meeting called expressly for the purpose of voting on amendments. The notice of the meeting shall set forth the full language of the proposed amendment and shall be mailed or delivered to Owners at least sixty (60) days prior to the meeting. Ballots may be cast in person, by proxy, or by mail. In order for any amendment to be effective, the votes representing at least two-thirds of the Lots and Townhouse sites must be cast in favor of the amendment.
(c) The amendment(s) shall be effective when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

200800017525
Page: 35 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

_____ _____

Owner of Lot No. Owner of Lot No.

STATE OF _____)
:ss.
County of _____)

This instrument was signed or acknowledged before me on this _____ day of _____, 200__, by _____ and _____.

_____
_____
(Type or Print Name)
Notary Public for the State of _____
Residing at _____
My commission expires: _____

200800017525
Page: 36 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

DALE W. ANDERSON
Owner of Lot No. 5

JEAN A. ANDERSON
Owner of Lot No. 5

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 19th day of September, 2007, by Dale W Anderson and Jean A Anderson.

CINDY M. FOOT NOTARIAL SEAL STATE OF MONTANA

Cindy M Foot
Cindy M Foot
(Type or Print Name)
Notary Public for the State of Montana
Residing at Kalispell
My commission expires: 5-15-2008

200800017525
Page: 37 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Paul W. Andre

PAUL W. ~~ANDRE~~
Owner of Lot No. 116 & 135

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 19th day of September, 2007, by Paul W. Andre.

LYNN A. WILCOX
Notary Public State of Nevada
No. 93-4646-1
My appt. exp. Oct. 11, 2009

(Type or Print Name)
Notary Public for the State of Nevada
Residing at 6767 W. Tropicana Ave.
My commission expires: 10-11-2009

200800017525
Page: 38 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Ronald D Baker

RONALD DAVID BAKER
Owner of Lot No. TA1-8

Denise Mary Baker

DENISE MARY BAKER
Owner of Lot No. TA1-8

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 20th day of September, 2007, by Ronald David Baker and Denise Mary Baker.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E. Glazier

Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Big Fork
My commission expires: 12/11/2010

200800017525
Page: 39 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Michael David Bedford, Trustee of the Michael David Bedford Revocable Trust AND
Zoe Padgett Bedford, Trustee of the Zoe Padgett Bedford Revocable Trust

Michael David Bedford Trustee — Zoe Padgett Bedford Trustee

MICHAEL DAVID BEDFORD, Trustee
Owner of Lot No. 95

ZOE PADGETT BEDFORD, Trustee
Owner of Lot No. 95

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 4th day of September, 2007, by Michael David Bedford and Zoe Padgett Bedford.

JOLENE M. BRADSTREET
NOTARY PUBLIC-MONTANA
Residing at Bigfork, Montana
My Comm. Expires June 1, 2009

Jolene M. Bradstreet
Jolene M. BRADSTREET
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork MT
My commission expires: June 1 2009

200800017525
Page: 40 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

David M. Berman and Sandra S. Berman, Trustees of the Berman Family Trust

DAVID M. BERMAN, Trustee
Owner of Lot No. 70

SANDRA S. BERMAN, Trustee
Owner of Lot No. 70

STATE OF MONTANA)
:ss.
County of FLATHEAD)

This instrument was signed or acknowledged before me on this 5th day of OCTOBER, 2007, by DAVID M. BERMAN and SANDRA S. BERMAN.

MELISSA CORDER
(Type or Print Name)
Notary Public for the State of MT
Residing at BIGFORK, MT
My commission expires: 7-23-11
2011

MELISSA CORDER NOTARIAL SEAL STATE OF MONTANA

200800017525
Page: 41 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

BARRY N. BESTE
Owner of Lot No. T2-1A

JULIE BESTE
Owner of Lot No. T2-1A

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 25th day of August, 2007, by Barry N. Beste and Julie Beste.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E. Glazier
Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 42 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Harley B. Blankenship & Diana S. Blankenship, Co-Trustees of the Blankenship Living Trust

H. B. Blankenship

HARLEY B. BLANKENSHIP, Co-Trustee
Owner of Lot No. 15VA

Diana S. Blankenship

DIANA S. BLANKENSHIP, Co-Trustee
Owner of Lot No. 15VA

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 24th day of September, 2007, by Harley B. Blankenship and Diana S. Blankenship.

Jessica E. Glazier

Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of _____
Residing at _____
My commission expires: _____

STATE OF MONTANA NOTARIAL SEAL

Notary Public for the
State of Montana
Residing at Bigfork, Montana
My Commission Expires:
December 11, 2010

200800017525
Page: 43 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

GREGORY L. BLOOM
Owner of Lot No. 2V

KAREN K. KERSHAW
Owner of Lot No. 2V

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 27th day of September, 2007 by Gregory L. Bloom and Karen K. Kershaw.

JENNIFER [redacted]
Notary Public for the State of [redacted]
Residing at Bigfork, Montana
My Commission Expires:
August 14, 2011

Jennifer Anderson
Jennifer Anderson
(Type or Print Name)
Notary Public for the State of _____
Residing at _____
My commission expires: _____

200800017525
Page: 44 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Stanhope E. Blunt, Jr., Trustee of the Stanhope E. Blunt, Jr. Revocable Trust

STANHOPE E. BLUNT, JR., Trustee
Owner of Lot No. 66

STATE OF Minnesota)
:ss.
County of Anoka)

This instrument was signed or acknowledged before me on this 19th day of September, 2007, by Stanhope E Blunt Jr.

Elizabeth Anne Desmond
(Type or Print Name)
Notary Public for the State of Minnesota
Residing at 1969 72½ St Centerville MN 55038
My commission expires: Jan 31, 2012

ELIZABETH ANNE DESMOND
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2012

200800017525
Page: 45 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Kenneth R. Bonar, Jr., Trustee of the Kenneth R. Bonar, Jr. Revocable Trust

Kenneth R Bonar Jr.

KENNETH R. BONAR, JR., Trustee
Owner of Lot No. 130

STATE OF Utah)
:ss.
County of Salt Lake)

This instrument was signed or acknowledged before me on this 13th day of September, 2007, by Kenneth R. Bonar.

Annamarie Borgione
(Type or Print Name)
Notary Public for the State of Utah
Residing at Salt Lake City, Utah
My commission expires: 2/2/2010

NOTARY PUBLIC
ANNAMARIE BORGIONE
4184 South 3305 East
Salt Lake City, Utah 84124
My Commission Expires
February 2, 2010
STATE OF UTAH

200800017525
Page: 46 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

William Brenner

WILLIAM BRENNER
Owner of Lot No. 49A-B

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 25th day of September, 2007, by William Brenner.

JENNIFER ANDERSON
Notary Public for the
State of Montana
Residing at Bigfork, Montana
My Commission Expires:
August 14, 2011

Jennifer Anderson
Jennifer Anderson
(Type or Print Name)
Notary Public for the State of _____
Residing at _____
My commission expires: _____

200800017525
Page: 47 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Robert E Brown
ROBERT E. BROWN
Owner of Lot No. 8V

Kathy L Brown
KATHY L. BROWN
Owner of Lot No. 8V

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 30th day of August, 2007, by Robert E Brown and Kathy L. Brown.

DENISE M. BELT NOTARIAL SEAL STATE OF MONTANA

Denise M. Belt
Denise M. Belt
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 7-22-2011

Townhouse sites must be cast in favor of the amendment.

(c) The amendment(s) shall be effected when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: 1/9/08 Lot No. 51A

PROVIDENT FINANCIAL, INC.

By: Brad Walterskirchen, President

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 9th day of January, 2008, by Brad Walterskirchen as President of Provident Financial, Inc.

MARY ANN KOVACICH
NOTARY PUBLIC-MONTANA
Residing at Lakeside, Montana
My Comm. Expires 8-27-2011

NOTARIAL SEAL STATE OF MONTANA MARY ANN KOVACICH

Mary Ann Kovacich
Print Name: Mary Ann Kovacich
Notary Public for the State of Montana
Residing at Lakeside
My commission expires: August 27, 2011

200800017525
Page: 49 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Robert I. Bulkley & Barbara J. Bulkley, Trustees of the Bob & Barbara Bulkley Family 2004 Revocable Trust

ROBERT I. BULKLEY, Trustee
Owner of Lot No. 1V

BARBARA J. BULKLEY, Trustee
Owner of Lot No. 1V

STATE OF California)
:ss.
County of Solano)

This instrument was signed or acknowledged before me on this 26 day of September, 2007, by Robert I Bulkley and Barbara J Bulkley.

Dedra R Russell
(Type or Print Name)
Notary Public for the State of Calif.
Residing at 195 N First St, Dixon CA 95620
My commission expires: Nov. 26, 2008

DEDRA R. RUSSELL
Commission # 1530020
Notary Public - California
Solano County
My Comm. Expires Nov 26, 2008

200800017525
Page: 50 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Bobbie Reber Corette

BOBBIE REBER CORETTE
Owner of Lot No. EB15-3A

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 5 day of September, 2007, by Bobbie Reber Corette

Lisa M. Edwards

Lisa M. Edwards
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: April 12, 2011

200800017525
Page: 51 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Gilbert D. Couts
GILBERT D. COUTS
Owner of Lot No. 7V

Elizabeth E. Couts
ELIZABETH E. COUTS
Owner of Lot No. 7V

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 25th day of August, 2007, by Gilbert D. Couts and Elizabeth E. Couts.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E. Glazier
Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Big Fork
My commission expires: 12/11/2010

200800017525
Page: 52 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

JAMES D. CREELMAN
Owner of Lot No. 64

CAROL ANN CREELMAN
Owner of Lot No. 64

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 18th day of September, 2007 by James D. Creelman and Carol Ann Creelman.

JESSICA E. GLAZIER
NOTARIAL
SEAL
STATE OF MONTANA

Jessica E Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 53 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

JAMES L. CUNNINGHAM
Owner of Lot No. 114A-1B

PRISCILLA F. LIFE
Owner of Lot No. 114A-1B

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 12th day of September, 2007, by James L. Cunningham and Priscilla F. Life.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 54 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL
6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Brian J. Currie & Susan K. Currie, Trustees of the Brian J. and Susan K. Currie Family Trust

BRIAN J. CURRIE, Trustee
Owner of Lot No. 122 & 131

SUSAN K. CURRIE, Trustee
Owner of Lot No. 122 & 131

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 14th day of September, 2007, by Brian J Currie and Susan K Currie.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 55 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Timothy L. Dalton
TIMOTHY L. DALTON
Owner of Lot No. 82A & 84A

Suann Dalton
SUANN DALTON
Owner of Lot No. 82A & 84A

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 16th day of October, 2007, by Timothy L Dalton and Suann Dalton.

PEGGY A. SCARFF NOTARIAL SEAL STATE OF MONTANA

Peggy A Scarff
PEGGY A SCARFF
(Type or Print Name)
Notary Public for the State of Montana
Residing at Kalispell
My commission expires: 10-04-2011

200800017525
Page: 56 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

WILLIAM. R. DESPARD
Owner of Lot No. 38A

CONSTANCE DESPARD
Owner of Lot No. 38A

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 10th day of October, 2007, by William R. Despard and Constance Despard.

STATE OF MONTANA NOTARIAL SEAL

JESSICA E GLAZIER
Notary Public for the
State of Montana
Residing at Bigfork, Montana
My Commission Expires:
December 11, 2010

Jessica E Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 57 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

T.D. DICKEY JR.
Owner of Lot No. 91 & 93

MARTHA R. DICKEY
Owner of Lot No. 91 & 93

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 25th day of August, 2007, by T.D. Dickey Jr. and Martha R. Dickey.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 58 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

JAMES W. DOWEN
Owner of Lot No. 14VA

DARLENE J. DOWEN
Owner of Lot No. 14VA

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 25th day of August, 2007, by James W. Dowen and Darlene J. Dowen.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E. Glazier
Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 59 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

EAGLE BEND GOLF CLUB LIMITED ~~PARTNERSHIP~~ Liability Co.

Wayne Elliott

By Vice President

Its:

Owner of Lot No. 52, 58, 59, 60 & T3

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 18th day of September, 2007, by Wayne Elliott.

Nonie Reed Pruett

Nonie Reed Pruett
(Type or Print Name)

Notary Public for the State of Montana
Residing at Columbia Falls
My commission expires: July 8, 2008

NONIE REED PRUETT NOTARIAL SEAL STATE OF MONTANA

200800017525
Page: 60 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

RONALD C. EASTON
Owner of Lot No. 37A

JANICE S. EASTON
Owner of Lot No. 37A

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 8th day of November, 2007, by Ronald C. Easton and Janice S. Easton.

JENNIFER ANDERSON
Notary Public for the
State of Montana
Residing at Bigfork, Montana
My Commission Expires:
August 14, 2011

Jennifer Anderson
Jennifer Anderson
(Type or Print Name)
Notary Public for the State of _____
Residing at _____
My commission expires: _____

200800017525
Page: 61 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Susan P. Ekman, Trustee of the Susan P. Ekman Living Trust

Susan P. Ekman, Trustee
SUSAN P. EKMAN, Trustee
Owner of Lot No. 17

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 25th day of August, 2007, by Susan P. Ekman.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E. Glazier
Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 62 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Mary J. Exner
MARY J. EXNER
Owner of Lot No. T6-4C

JANIS QUESSENBERRY
Owner of Lot No. T6-4C

STATE OF MT)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 18 day of Sept, 2007 by Mary J Exner and .

State of Montana Notarial Seal Annie Beck

Annie Beck
Annie Beck
(Type or Print Name)
Notary Public for the State of MT
Residing at Kalispell
My commission expires: 9-10-2008

200800017525
Page: 63 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

MARY J. EXNER
Owner of Lot No. T6-4C

Janis Quessenberry
JANIS QUESSENBERRY
Owner of Lot No. T6-4C

STATE OF CALIFORNIA)
:ss.
County of SONOMA)

This instrument was signed or acknowledged before me on this 17th day of SEPTEMBER, 2007 by JANIS QUESSENBERRY.

SHONA L. WEIR
Commission # 1540731
Notary Public - California
Sonoma County
My Comm. Expires Jan 30, 2009

SHONA L. WEIR
(Type or Print Name)
Notary Public for the State of CALIFORNIA
Residing at 148 PHEASANT HILL RD SEBASTOPOL
My commission expires: 01-30-2009

200800017525
Page: 64 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Steven E Fauerso
STEVEN E. FAUERSO
Owner of Lot No. 104

Debra Lee Vollin Fauerso
DEBRA LEE VOLLIN FAUERSO
Owner of Lot No. 104

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 12th day of October, 2007, by Debra Lee Vollin Fauerso and Steven E Fauerso.

FRANCINE E. OBOYLE NOTARIAL SEAL STATE OF MONTANA

Francine E. O'Boyle
Francine E. OBoyle
(Type or Print Name)
Notary Public for the State of Montana
Residing at Kalispell
My commission expires: 5/3/2010

200800017525
Page: 65 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

STANLEY M. FISHER
Owner of Lot No. 97

BEVERLY J. FISHER
Owner of Lot No. 97

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 13th day of September, 2007, by Stanley M. Fisher and Beverly J. Fisher.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 66 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Keith O Flaugh
KEITH O. FLAUGH
Owner of Lot No. 105

Karen S Flaugh
KAREN S. FLAUGH
Owner of Lot No. 105

STATE OF FL)
:ss.
County of Collier)

This instrument was signed or acknowledged before me on this 25 day of Oct, 2007 by Keith O Flaugh and Karen S. Flaugh

Evalena Perry
(Type or Print Name)
Notary Public for the State of FL
Residing at Naples
My commission expires: _____

EVALENA PERRY
MY COMMISSION # DD 459660
EXPIRES: October 7, 2009
Bonded Thru Notary Public Underwriters

10-25-07

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF MARIN

SAN RAFAEL, CALIFORNIA

2008000017525
Page: 67 of 133
Fees: $951.00
6/23/2008 10:37 AM

Paula Robinson, Flathead County MT by JL

CERTIFICATE OF DEATH

3200721000319

STATE FILE NUMBER

DECEDENT'S PERSONAL DATA

1. NAME OF DECEDENT — FIRST (Given)	2. MIDDLE	3. LAST (Family)
SILVIO	MICHAEL	FOPP

AKA. ALSO KNOWN AS — Include full AKA (FIRST, MIDDLE, LAST): - - -

4. DATE OF BIRTH (mm/dd/yyyy)	5. AGE (Yrs.)	If UNDER 24 HOURS (Months / Days)	If UNDER 1 HOUR (Hours / Minutes)	6. SEX
07/14/1917	89			M

8. BIRTH STATE/FOREIGN COUNTRY	9. SOCIAL SECURITY NUMBER	11. EVER IN U.S. ARMED FORCES?	12. MARITAL STATUS (At Time of Death)	7. DATE OF DEATH (mm/dd/yyyy)	8. HOUR (24 Hours)
MT	[redacted]	[X] YES [ ] NO [ ] UNK	MARRIED	02/10/2007	2325

13. EDUCATION — Highest Level Completed (Specify Only Highest Level)	14/15. WAS DECEDENT HISPANIC/LATINO/SPANISH? (If yes, see worksheet on back.)	16. DECEDENT'S RACE — Up to 5 races may be listed (see worksheet on back)
BACHELOR	[ ] YES [X] NO	CAUCASIAN

17. USUAL OCCUPATION — Type of work for most of life. DO NOT USE RETIRED	18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, emergency agency, etc.)	19. YEARS IN OCCUPATION
CONSULTING ENGINEER	MINING AND METALURGY	40

USUAL RESIDENCE

20. DECEDENT'S RESIDENCE (Street and number or location)				
5 FAIRVIEW AVE				
21. CITY	**22. COUNTY/PROVINCE**	**23. ZIP CODE**	**24. YEARS IN COUNTY**	**25. STATE/FOREIGN COUNTRY**
CORTE MADERA	MARIN	94925	53	CA

SPOUSE AND PARENT INFORMATION

26. SURVIVING SPOUSE — Birth Name (First, Middle, Last)			
BARBARA FOPP, WIFE			
26. NAME OF SURVIVING SPOUSE — FIRST	**26. MIDDLE**	**26. LAST (Family)**	
BARBARA	JEAN	BEEMAN	
31. NAME OF FATHER — FIRST	**32. MIDDLE**	**33. LAST (Family)**	**34. BIRTH STATE**
ANTON	FLORENZ	FOPP	ITALY
35. NAME OF MOTHER — FIRST	**36. MIDDLE**	**37. LAST (Family)**	**38. BIRTH STATE**
MARY	MAGDALENA	ZANONELL	ITALY

FUNERAL DIRECTOR / LOCAL REGISTRAR

39. DISPOSITION DATE (mm/dd/yyyy)	40. PLACE OF FINAL DISPOSITION	
02/28/2007	INTERNMENT AT CONRAD MEMORIAL CEMETERY KALISPELL MT 59901	
41. TYPE OF DISPOSITION	**42. SIGNATURE OF EMBALMER**	**43. LICENSE NUMBER**
CR/TR/BU	NOT EMBALMED	
44. NAME OF FUNERAL ESTABLISHMENT	**45. LICENSE NUMBER** / **46. SIGNATURE OF LOCAL REGISTRAR**	**47. DATE (mm/dd/yyyy)**
NEPTUNE SOCIETY OF NO CA	FD 1419 / FRED S SCHWARTZ, MD	02/28/2007

PLACE OF DEATH

100. PLACE OF DEATH	101. FACILITY NAME OR LOCATION (Street and Number)	102. CITY OR TOWN	103. COUNTY
MARIN GENERAL HOSPITAL	250 BOLINAS RD	GREENBRAE	MARIN

CAUSE OF DEATH

107. CAUSE OF DEATH

Immediate Cause (Final disease or condition resulting in death) →	a. CARDIAC ARREST	MINS
Sequentially list conditions, if any, leading to the cause on line a. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST	b. AORTIC VALVULAR STENOSIS	10 YRS
	c.	
	d.	

108. WAS CASE REFERRED TO CORONER? [ ] YES [X] NO

109. DEATH CAUSED BY? [ ] YES [X] NO

110. AUTOPSY PERFORMED? [ ] YES [X] NO

111. AUTOPSY PERFORMED? [ ] YES [X] NO

112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107: ARTERIOSCLEROTIC HEART DISEASE

113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112 IN LAST 4 WEEKS? NO

113A. IF FEMALE, PREGNANT IN LAST YEAR? [ ] YES [ ] NO [ ] UNK

HOW DEATH OCCURRED

114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.	116. SIGNATURE AND TITLE OF CERTIFIER	116. LICENSE NUMBER	117. DATE (mm/dd/yyyy)
	JOHN WILLIAMS WARD M.D.	G54812	02/28/2007

118. DATE OF INJURY (mm/dd/yyyy)	119. HOUR (24 Hours)	120. INJURY AT WORK?	121. INJURY DATE (mm/dd/yyyy)	122. HOUR (24 Hours)
06/24/1978	02/10/2007	1341 SOUTH ELISEO DRIVE #200, GREENBRAE, CA 94904		

CORONER'S USE ONLY

119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE TIME, DATE, AND PLACE, AND DUE TO THE CAUSES STATED.

MANNER OF DEATH: [ ] Natural [ ] Accident [ ] Homicide [ ] Suicide [ ] Pending Investigation [ ] Could not be determined

120. SIGNED BY: [ ] YES [ ] NO [ ] UNK

121. INJURY DATE (mm/dd/yyyy)

122. HOUR (24 Hours)

123. PLACE OF INJURY (e.g., home, construction site, industrial area, etc.)

124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)

125. LOCATION OF INJURY (Street and number or location, and city, and ZIP)

126. SIGNATURE OF CORONER / DEPUTY CORONER

127. DATE (mm/dd/yyyy)

128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER

STATE REGISTRAR	A	B	C	D	E	[redacted]	FAX AUTH. #	CENSUS TRACT
						01200700042578		

1 OF 2

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA
COUNTY OF MARIN } SS

DATE ISSUED

06/21/2007

REGISTRAR # 00023197*

This is a true and exact reproduction of the document officially registered and placed on file in the Vital Records Section, Marin County Public Health Department.

Frank S. Schwartz M.D.

HEALTH OFFICER
MARIN COUNTY, CALIFORNIA

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.

PHCD (Rev) 11/06

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

200800017525
Page: 68 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Karol K. Fonteyne

KAROL K. FONTEYNE
Owner of Lot No. 39

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 13th day of September, 2007, by Karol K. Fonteyne.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E. Glazier
Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Big Fork
My commission expires: 12/11/2010

200800017525
Page: 69 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Wallace G. Gosney MD

WALLACE G. GOSNEY, M.D.
Owner of Lot No. 35A

STATE OF California)
:ss.
County of San Bernardino)

This instrument was signed or acknowledged before me on this 4th day of October, 2007, by Wallace G. Gosney.

See Attached
All Purpose
Acknowledgment

_____
_____
(Type or Print Name)
Notary Public for the State of _____
Residing at _____
My commission expires: _____

200800017525
Page: 70 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Bernardino } ss.

On October 4, 2007 (Date), before me, Betsy A. Pusey, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Wallace G. Bossey (Name(s) of Signer(s)),

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

BETSY A. PUSEY
Commission # 1661462
Notary Public - California
San Bernardino County
My Comm. Expires May 22, 2010

Place Notary Seal Above

Betsy A Pusey
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Amendment to the Restated Declaration of Eagle Bend
Document Date: None Number of Pages: 1
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer
Signer's Name: Wallace G. Bossey
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: Self

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

200800017525
Page: 71 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Jane Forse Graff, Trustee of the Graff 1994 Trust

Jane Forse Graff

JANE FORSE GRAFF, Trustee
Owner of Lot No. T6-1D

STATE OF MONTANA)
:ss.
County of FLATHEAD)

This instrument was signed or acknowledged before me on this 12 day of October, 2007, by JANE FORSE GRAFF

ANNE C. MCGINNIS
NOTARIAL SEAL
STATE OF MONTANA

Anne C McGinnis
ANNE C MCGINNIS
(Type or Print Name)
Notary Public for the State of MONTANA
Residing at LAKESIDE, MT
My commission expires: 7-23-08
2008

200800017525
Page: 72 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

LAWRENCE W. GREEN
Owner of Lot No. 132

CONNIE L. GREEN
Owner of Lot No. 132

STATE OF Arizona)
:ss.
County of Yavapai)

This instrument was signed or acknowledged before me on this 10 day of September, 2007, by Lawrence W. Green and Connie L. Green.

Official Seal
Dawn Malapanes
Notary Public - Arizona
Yavapai County
Commission #214157
My Commission Expires May 31, 2009

Dawn Malapanes
Dawn Malapanes
(Type or Print Name)
Notary Public for the State of AZ
Residing at 5849 E Ramada Cwd AZ
My commission expires: 5-31-09

200800017525
Page: 73 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Lucia A. Gruye, Trustee of the Gruye Survivor's Trust

Lucia A. Gruye, Trustee

LUCIA A. GRUYE, Trustee
Owner of Lot No. 9V

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 25th day of August, 2007, by Lucia A. Gruye.



Jessica E. Glazier

Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 74 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL
6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Jean M. Hagan

JEAN M. HAGAN
Owner of Lot No. 22

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 5th day of September, 2007, by Jean M. Hagan.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E Glazier
Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 75 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Alan W. Haley.
ALAN W. HALEY
Owner of Lot No. 54B-2A

Louise Cholette-Haley
LOUISE A. CHOLETTE HALEY
Owner of Lot No. 54B-2A

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 11th day of September, 2007, by Alan W. Haley and Louise Cholette-Haley.

NONIE REED PRUETT NOTARIAL SEAL STATE OF MONTANA

Nonie Reed Pruett
Nonie Reed Pruett
(Type or Print Name)
Notary Public for the State of Montana
Residing at Col. Falls, MT. 59912
My commission expires: July 6, 2008

200800017525
Page: 76 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Jack Allen Hanes
JACK ALLEN HANES
Owner of Lot No. EB15-1C

Laura Darlene Hanes
LAURA DARLENE HANES
Owner of Lot No. EB15-1C

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 25th day of August, 2007, by Jack Allen Hanes and Laura Darlene Hanes.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E. Glazier
Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 77 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Robert H. Hatch & Mariam N. Hatch, Trustees of the Hatch Family Trust

Robert H. Hatch
ROBERT H. HATCH, Trustee
Owner of Lot No. 76

Mariam N. Hatch
MARIAM N. HATCH, Trustee
Owner of Lot No. 76

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 25th day of September, 2007, by Robert H. Hatch and Mariam N. Hatch.

Jennifer Anderson
Jennifer Anderson
(Type or Print Name)
Notary Public for the State of _____
Residing at _____
My commission expires: _____

STATE OF MONTANA NOTARIAL SEAL

Notary Public for the
State of Montana
Residing at Bigfork, Montana
My Commission Expires:
August 14, 2011

P.O. 1047, Big Fork, Mt.

200800017525
Page: 78 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Richard R. Haun
RICHARD R. HAUN
Owner of Lot No. TA1-1

Saundra G. Haun
SAUNDRA G. HAUN
Owner of Lot No. TA1-1

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 24th day of October, 2007, by Richard R. Haun and Sandra G Haun.

KIMBERLEE A. SCOTT
Notary Public, State of Texas
My Commission Expires
August 26, 2009

Kimberlee A Scott
Kimberlee A Scott
(Type or Print Name)
Notary Public for the State of Texas
Residing at Dallas, Texas
My commission expires: 8/26/09

This instrument was signed or acknowledged before me on September 30, 2007 by Richard R. Haun.

STATE OF MONTANA NOTARIAL SEAL

JESSICA E GLAZIER
Notary Public for the
State of Montana
Residing at Bigfork, Montana
My Commission Expires:
December 11, 2010

Jessica E. Glazier
Jessica E. Glazier

CERTIFICATION OF VITAL RECORD

STATE OF MONTANA

37207 Local File Number

MONTANA CERTIFICATE OF DEATH

DECEDENT'S NAME (First, Middle, Last): June Eugenia Herklotz

Sex: Female

SOCIAL SECURITY NUMBER: [redacted]

Age - Last Birthday: 85

Under 1 Year: Months

Under 1 Day: Hours / Minutes

DATE OF BIRTH (Month, Day, Year): November 1, 1917

DATE OF DEATH (Month, Day, Year): August 10, 2003

COUNTY OF DEATH: 17. Flathead

14. PLACE OF DEATH (Check only one): HOSPITAL: Inpatient; ER/Outpatient; DOA; OTHER: Nursing Home; Decedent's Home; Residence; Hospice; Other (Specify)

FACILITY NAME (If not institution, give street and number): 15. Kalispell Regional Medical Center

17. TOWN OR LOCATION OF DEATH: Kalispell, Montana

BIRTHPLACE (City and State or Foreign Country): San Diego, California

MARITAL STATUS: Never Married; Married but separated; Widowed; Divorced; Married; Unknown

SURVIVING SPOUSE (If wife, give name before first marriage): 19. Paul W. Herklotz

DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life; Do not use retired): 24. Homemaker

KIND OF BUSINESS/INDUSTRY: 25. Home

WAS DECEDENT EVER IN U.S. ARMED FORCES? Yes; No

26. RESIDENCE - State: California

26. COUNTY: Riverside

26. CITY, TOWN OR LOCATION: Indian Wells

26. STREET NUMBER: 46600 Quail Ln.

26. ZIP CODE: 92210

26. INSIDE CITY LIMITS? Yes; No

31. DECEDENT'S EDUCATION (Specify only the highest diploma or degree received): 8th grade or less; 9th - 12th grade; No Diploma; High School graduate or GED completed; Some college but no degree; Associate's degree (e.g. AA, AS); Bachelor's Degree (e.g. BA, AB, BS); Master's Degree (e.g. MA, MS, MEng, Med, MSW, MBA); Doctorate (e.g. PhD, EdD) or Professional degree (e.g. MD, DDS, DVM, LLB, JD)

32. DECEDENT OF HISPANIC ORIGIN? (If decedent is of Hispanic origin, specify whether the decedent is Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish/Hispanic/Latino. Check "No" if decedent is not Spanish/Hispanic/Latino): No, not Spanish/Hispanic/Latino; Yes, Mexican, Mexican American, Chicano; Yes, Puerto Rican; Yes, Cuban; Yes, other Spanish/Hispanic/Latino (Specify)

33. DECEDENT'S RACE (Choose one or more races to indicate what the decedent considered himself or herself to be): White; Black or African American; Native Hawaiian; Asian Indian; Chinese; Filipino; Japanese; Guamanian or Chamorro; Korean; Vietnamese; Samoan; Other Asian (Specify); Other Pacific Islander (Specify); American Indian or Alaska Native (Name of tribe enrolled or principal tribe); Other (Specify)

To Be Completed By: Funeral Director

41. FATHER'S NAME (First, Middle, Last): Eugene John Hanna

42. MOTHER'S NAME (prior to first marriage): Selma Henrietta Swab

43a. INFORMANT'S NAME: Paul Walter Herklotz

43b. RELATIONSHIP TO DECEDENT: Husband

43c. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code): 46600 Quail Ln., Indian Wells, CA 92210

METHOD OF DISPOSITION: Burial; Cremation; Entombment; Donation; Removal from State; Other (Specify)

45. PLACE OF DISPOSITION (Name of Cemetery, crematory, or other place): Forest Lawn Memorial Park

LOCATION - City or Town, State: 20. Cypress, California

SIGNATURE OF FUNERAL SERVICE LICENSEE OR OTHER PERSON IN CHARGE OF DISPOSITION: 22.

MONTANA LICENSE NUMBER (If applicable): 525

NAME AND ADDRESS OF FUNERAL FACILITY (Name if applicable, or Licensee): 21.

ITEMS 24-28 MUST BE COMPLETED BY PERSON WHO PRONOUNCES OR CERTIFIES DEATH

24. DATE PRONOUNCED DEAD (Month, Day, Year): August 10, 2003

25. TIME PRONOUNCED DEAD: 09:08

26. SIGNATURE OF PERSON PRONOUNCING DEATH (Only when applicable):

27. License Number

28. DATE SIGNED (Mo/Day/Year):

29. ACTUAL OR PRESUMED TIME OF DEATH: 09:08

30. WAS MEDICAL EXAMINER OR CORONER CONTACTED? Yes; No

CAUSE OF DEATH (See instructions and examples)

32. PART I. Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. Add additional lines if necessary.

IMMEDIATE CAUSE (Final disease or condition resulting in death): a. Cardiopulmonary arrest

DUE TO (OR AS A CONSEQUENCE OF): b.

DUE TO (OR AS A CONSEQUENCE OF): c.

DUE TO (OR AS A CONSEQUENCE OF): d.

Approximate Interval: Onset to Death

Sequentially list conditions, if any, leading to cause listed on line a. Enter the UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) Last.

PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in Part I.

WAS AN AUTOPSY PERFORMED? Yes; No

WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? Yes; No

Be Completed By: Medical Certifier

37. MANNER OF DEATH: Natural; Accident; Suicide; Homicide; Pending Investigation; Could not be Determined

38. DID TOBACCO USE CONTRIBUTE TO DEATH? Yes; No; Probably; Unknown

39. IF FEMALE: Not pregnant within past year; Not pregnant but pregnant within 42 days of death; Not pregnant but pregnant 43 days to 1 year before death; Pregnant at time of death; Unknown if pregnant within past year

DATE OF INJURY (Month, Day, Year): 39.

TIME OF INJURY: 39.

INJURY AT WORK? 41. Yes; No

40. PLACE OF INJURY (e.g. Decedent's Home, Construction Site, Restaurant, Wooded Area):

44. IF TRAFFIC ACCIDENT SPECIFY: Driver/Operator; Passenger; Pedestrian; Other (Specify)

LOCATION (Street and Number or Rural Route Number, City, Town, State, Zip Code):

43. DESCRIBE HOW INJURY OCCURRED

45. TO BE COMPLETED BY CERTIFIER: (A certifier can be a MD, PA, APRN, or coroner)

Certifying Physician: To the best of my knowledge death occurred at the time, date, and place and due to cause(s) and manner stated.

Pronouncing and Certifying Physician: To the best of my knowledge death occurred at the time, date, and place and due to cause(s) and manner stated.

Medical Examiner/Coroner: On the basis of examination, and/or investigation, in my opinion, death occurred at the time and place and due to the cause(s) and manner stated.

SIGNATURE: Rundle, MD

DATE CERTIFIED (Month, Day, Year): 46. August 11, 2003

46. LICENSE NUMBER: 9433

47. Title: M.D.

48. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): Scott Rundle, M.D. Kalispell Regional Medical Center, E.R.

DATE FILED (Month, Day, Year): August 11, 2003

25

STATE OF MONTANA } ss
FLATHEAD COUNTY }

I, PAULA ROBINSON CLERK AND RECORDER, IN AND FOR THE SAID COUNTY OF FLATHEAD, STATE OF MONTANA, HEREBY CERTIFY, THE FOREGOING AND FOLLOWING IS TO BE A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL CERTIFICATE OF DEATH OF [illegible] AS THE SAME APPEARS OF RECORD IN MY OFFICE.

WITNESS MY HAND AND SEAL OF SAID COURT THIS 11 DAY OF AUGUST, 2003.

PAULA ROBINSON
CLERK AND RECORDER

BY [illegible] DEPUTY

SEAL

BIRTH CERTIFICATE

TOGETHER WITH THE ENDORSEMENT THEREON, THE SAME APPEARS OF RECORD IN MY OFFICE.

Unless Raised Seal is Present

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

200800017525
Page: 79 of 133
Fees: $951.00
6/23/2008 10:37 AM

Paula Robinson, Flathead County MT by JL

200800017525
Page: 80 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

James H Kallestad
JAMES H. KALLESTAD
Owner of Lot No. 94

Donna R. Shanahan
DONNA R. SHANAHAN
Owner of Lot No. 94

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 17th day of October, 2007, by James H. Kallestad and Donna R. Shanahan.

STATE OF MONTANA NOTARIAL SEAL

Notary Public for the State of Montana
Residing at Bigfork, Montana
My Commission Expires:
August 14, 2011

Jennifer Andersen
Jennifer Andersen
(Type or Print Name)
Notary Public for the State of _____
Residing at _____
My commission expires: _____

200800017525
Page: 81 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Lynn Kelly
LYNN KELLY
Owner of Lot No. EB15-1A

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 24th day of October, 2007, by Lynn Kelly and _____.

JENNIFER ANDERSON
Notary Public for the
State of Montana
Residing at Bigfork, Montana
My Commission Expires:
August 14, 2011

Jennifer Anderson
Jennifer Anderson
(Type or Print Name)
Notary Public for the State of _____
Residing at _____
My commission expires: _____

200800017525
Page: 82 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Michael D Kenyon
MICHAEL D. KENYON
Owner of Lot No. 6V

Dr. Gloria Highland Kenyon
DR. GLORIA HIGHLAND KENYON
Owner of Lot No. 6V

STATE OF MT)
:ss.
County of FLATHEAD)

This instrument was signed or acknowledged before me on this 28 day of August 2007, 2007, by Michael D. Kenyon and DR Gloria Highland Kenyon

JULIA ELLIS
NOTARY PUBLIC for the
State of Montana
Residing at Bigfork, Montana
My Commission Expires
July 21, 2010

Julia Ellis
JULIA ELLIS
(Type or Print Name)
Notary Public for the State of MT
Residing at BIGFORK
My commission expires: 7-21-2010

200800017525
Page: 83 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Robert Mark Kirk
ROBERT MARK KIRK
Owner of Lot No. 18 & 19

Diane Lynn Kirk
DIANE LYNN KIRK
Owner of Lot No. 18 & 19

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 11th day of October, 2007, by Robert Mark Kirk and Diane Lynn Kirk.

STATE OF MONTANA NOTARIAL SEAL

Jennifer Anderson
Notary Public for the State of Montana
Residing at Bigfork, Montana
My Commission Expires:
August 14, 2011

Jennifer Anderson
Jennifer Anderson
(Type or Print Name)
Notary Public for the State of _____
Residing at _____
My commission expires: _____

200800017525
Page: 84 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Robert E. Kimball
ROBERT E. KIMBALL
Owner of Lot No. 111

Karen S. Kimball
KAREN S. KIMBALL
Owner of Lot No. 111

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 11th day of September, 2007, by Robert E. Kimball and Karen S. Kimball.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E Glazier
Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 85 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Joanne Knutson
JOANNE KNUTSON
Owner of Lot No. TA1-2

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 5th day of September, 2007, by Joanne Knutson.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E. Glazier
Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Big Fork
My commission expires: 12/11/2010

200800017525
Page: 86 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

THOMAS J. KRATT
Owner of Lot No. T2-3A

SUSAN H. KRATT
Owner of Lot No. T2-3A

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 25th day of August, 2007, by Thomas J. Kratt and Susan H. Kratt.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 87 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Walter Kuhn, Trustee of the Walter Kuhn Separate Property Trust

WALTER KUHN, Trustee
Owner of Lot No. 99 & 100

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 5th day of September, 2007, by WALTER KUHN.

LINDA A. MEYERS NOTARIAL SEAL STATE OF MONTANA

Linda A. Meyers
LINDA A. MEYERS
(Type or Print Name)
Notary Public for the State of Montana
Residing at Columbia Falls, MT
My commission expires: 9/1/08
2008

200800017525
Page: 88 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

JAMES E. LAMBERT
Owner of Lot No. T6-3A

MARY L. LAMBERT
Owner of Lot No. T6-3A

~~SCOTT D. DOSS~~
Owner of Lot No. T6-3A

SUA A. DOSS
Owner of Lot No. T6-3A

STATE OF Montana)
:ss.
County of Gallatin)

This instrument was signed or acknowledged before me on this 27 day of September, 2007, by Sue A. Doss and _____ and _____ and _____.

Carli V. Millikin
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bozeman Montana
My commission expires: June 4, 2008

Carli V. Millikin
Notary Public
for the State of Montana
Residing at:
Bozeman, Montana
My Commission Expires:
June 4, 2008

ALL-PURPOSE ACKNOWLEDGE

STATE OF California
COUNTY OF Sacramento

On November 7, 2007 before me, Candace C. Childs, Notary Public

personally appeared Mary Louella Lambert

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

WITNESS my hand and official seal,

Candace C. Childs
NOTARY PUBLIC IN AND FOR THE SAID STATE

CANDACE C. CHILDS
Commission # 1735672
Notary Public - California
Sacramento County
My Comm. Expires Mar 31, 2011

CAPACITY CLAIMED BY SIGNER

NAME OF PERSON~~(S)~~ OF ENTITY~~(IES)~~

- [X] INDIVIDUAL~~(S)~~
- [ ] CORPORATE OFFICER(S) _____
- [ ] PARTNER(S) TITLE(S)
- [ ] ATTORNEY-IN-FACT
- [ ] TRUSTEE(S)
- [ ] SUBSCRIBING WITNESS
- [ ] GUARDIAN/CONSERVATOR
- [ ] OTHER _____

SIGNER IS REPRESENTING

NAME OF PERSON~~(S)~~ OR ENTITY~~(IES)~~

Mary Louella Lambert

N/A

N/A

Top of Thumb



Top of Thumb



ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT THE RIGHT:

Title or Type of Document: Acceptance of Revised CCNR's Montana
Number of Pages: 2 total
Date of Document: None
Signer(s) Other Than Named Above: N/A

N/A

N/A

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act as a substitute for the advise of an attorney. The printer does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

200800017525
Page: 89 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

200800017525
Page: 90 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Sacramento } ss.

On November 6, 2007 before me, Jenny Armstrong, Notary Public
Date — Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared James F. Lambert
Name(s) of Signer(s)

☐ personally known to me
☑ proved to me on the basis of satisfactory evidence

to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

JENNY ARMSTRONG
Comm. # 1533149
NOTARY PUBLIC-CALIFORNIA
Sacramento County
My Comm. Expires Dec. 10, 2008

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

STATE OF MINNESOTA

CERTIFICATION OF VITAL RECORD

DEATH CERTIFICATE 200511008050

DECEDENT'S NAME	SCOTT DOUGLAS DOSS	
DECEDENT'S ALIAS		
SEX, SOCIAL SECURITY NUMBER	MALE [redacted]	
RESIDENCE (COUNTY AND CITY, STATE)	GALLATIN	BOZEMAN, MONTANA
DATE AND PLACE OF BIRTH	APRIL 15, 1954	PIQUA, OHIO
MARITAL STATUS SPOUSE'S NAME	MARRIED SUE ANN HENDRICKSEN	
PARENT(S) NAME(S)	FRED DOSS ANITA MAXINE PAGE	
DATE OF DEATH	MARCH 09, 2005	
PLACE OF DEATH (COUNTY AND CITY)	OLMSTED	ROCHESTER
FUNERAL HOME	RANFRANZ & VINE FH & CREMATION SERVICES	
CAUSE OF DEATH IMMEDIATE UNDERLYING	PROSTATE CANCER	
CONTRIBUTING CONDITIONS		
MANNER	NATURAL	
CORONER, MEDICAL EXAMINER OR PHYSICIAN	JOHN KNIGHT D.O. HIGH POINT DRIVE N.E., SUITE# 101, BYRON, MINNESOTA 55920	

S92-002364975

THIS IS A TRUE AND OFFICIAL RECORD OF THE DEATH REGISTERED IN THE OFFICE OF THE STATE REGISTRAR. ***DATE FILED: MARCH 10, 2005***

Holm[illegible]ley PLLP
1800 West Koch, Suite 5
Bozeman Montana 59715

PLACE ISSUED: DODGE
DATE ISSUED: MARCH 17, 2005

EXHIBIT
number
A

Barbara A. Carter
STATE REGISTRAR

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

STATE OF MONTANA
County of Flathead
RECORDED AT THE REQUEST OF Susan Swimley
THIS 20 DAY OF April, 2005 AT 10:05 O'CLOCK AND
RECORDED IN THE RECORDS OF FLATHEAD COUNTY, STATE OF MONTANA.

FEE $ 18 PD.

Paula Robinson
(Flathead County Clerk and Recorder)

RECEPTION NO. 2005110 08050

Char Terry
(Deputy Clerk)

RETURN TO: Susan Swimley
1800 W. Koch Ste 5 Bozeman MT 59715

200800017525
Page: 91 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

200800017525
Page: 92 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

GREGG O. LIENEMANN
Owner of Lot No. 69

SANDRA D. LIENEMANN
Owner of Lot No. 69

STATE OF Montana)
:ss.
County of Silver Bow)

This instrument was signed or acknowledged before me on this 14TH day of September, 2007 by Sandra D Lienemann and Gregg O. Lienemann.

Sandra Lee Nicholls
Sandra Lee Nicholls
(Type or Print Name)
Notary Public for the State of Montana
Residing at 2139 Wall, Butte, MT 59701
My commission expires: January 12, 2009

SANDRA LEE NICHOLLS NOTARIAL SEAL STATE OF MONTANA

200800017525
Page: 93 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

LUNSFORD L. LOVING
Owner of Lot No. EB15-2C

KAREN J. LOVING
Owner of Lot No. EB15-2C

STATE OF VIRGINIA)
:ss.
County of CULPEPER)

This instrument was signed or acknowledged before me on this 19th day of September, 200 7, by LUNSFORD L. LOVING and KAREN J. LOVING.

KAREN D. THARP
Notary Public
Commonwealth of Virginia
116932
My Commission Expires Mar 31, 2010

Karen D. Tharp
(Type or Print Name)
Notary Public for the State of Virginia
Residing at Madison Co., Virginia
My commission expires: 3-31-10

200800017525
Page: 94 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Lindley Douglas McBride
LINDLEY DOUGLAS MCBRIDE
Owner of Lot No. T2-2A

Patricia Ann McBride
PATRICIA ANN MCBRIDE
Owner of Lot No. T2-2A

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 25th day of August, 2007, by Lindley Douglas McBride and Patricia Ann McBride.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E. Glazier
Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 95 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Patrick J. McCarthy
PATRICK J. MCCARTHY
Owner of Lots No. T6-1E & 1E

Kathleen McCarthy
KATHLEEN M. MCCARTHY
Owner of Lots No. T6-1E & 1E

STATE OF Washington)
:ss.
County of Yakima)

This instrument was signed or acknowledged before me on this 5th day of October, 2007, by Patrick J. McCarthy and Kathleen M. McCarthy.

TAMRA L. RANCE
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
NOVEMBER 19, 2007

Tamra L. Rance
Tamra L. Rance
(Type or Print Name)
Notary Public for the State of WA
Residing at Yakima
My commission expires: 11-19-07

200800017525
Page: 96 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

ROBERT E. MCCARTHY
Owner of Lot No. 101 & 102

MARCELLA MCCARTHY
Owner of Lot No. 101 & 102

STATE OF TEXAS)
:ss.
County of MONTGOMERY)

This instrument was signed or acknowledged before me on this 9TH day of NOVEMBER, 2007, by ROBERT E. MCCARTHY and MARCELLA MCCARTHY.

NOTARY PUBLIC STATE OF TEXAS
J. R. RECTOR III
Notary Public
STATE OF TEXAS
My Comm. Exp. August 8, 2009

J. R. RECTOR, III
(Type or Print Name)
Notary Public for the State of TEXAS
Residing at 6621 Woodlands Pkwy, Spring, TX 77382
My commission expires: August 8TH, 2009

200800017525
Page: 97 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

CHARLES R. MCDONALD
Owner of Lot No. 90A

KIMBERLY K. MCDONALD
Owner of Lot No. 90A

STATE OF Washington)
:ss.
County of King)

This instrument was signed or acknowledged before me on this 26th day of September, 2007, by Charles R. McDonald and Kimberly K. McDonald.

BRYN G. LARSEN NOTARY PUBLIC COMMISSION EXPIRES 07-05-11 STATE OF WASHINGTON

Bryn G. Larsen
(Type or Print Name)
Notary Public for the State of Washington
Residing at King County
My commission expires: 07-05-11

200800017525
Page: 98 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Kenneth A McKee

KENNETH A. MCKEE
Owner of Lot No. 119, 65 & 125

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 15th day of September, 2007, by Kenneth A. McKee.



Jessica E. Glazier
Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 99 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Jack D. McLaughlin, Trustee of the Jack D. McLaughlin Revocable Trust

Jack D. McLaughlin

JACK D. MCLAUGHLIN, Trustee
Owner of Lot No. 12VA

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 13th day of September, 2007, by Jack D. McLaughlin.

JOY PAGE
NOTARIAL SEAL
STATE OF MONTANA

JOY PAGE
NOTARY PUBLIC-MONTANA
Residing at Bigfork, Montana
My Comm. Expires June 14, 2011

Joy Page
Joy Page
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: June 14, 2011

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Robt Gerald Meinhardt
ROBERT GERALD MEINHARDT
Owner of Lot No. 3V

Dianne Lynn Meinhardt
DIANNE LYNN MEINHARDT
Owner of Lot No. 3V

STATE OF Montana)
:ss.
County of Cascade)

This instrument was signed or acknowledged before me on this 7 day of September, 2007, by Robert Gerald Meinhardt and Dianne Lynn Meinhardt.

LORRIN A. DARBY NOTARIAL SEAL STATE OF MONTANA

Lorrin A. Darby
(Type or Print Name)
Notary Public for the State of Montana
Residing at Great Falls, Montana
My commission expires: 4/9/08
2008

200800017525
Page: 101 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Robert A. Meseroll & Judith A. Meseroll, Trustees of the Deed of Trust of Robert A. Meseroll and the Deed of Trust of Judith A. Meseroll

Robert A Meseroll
ROBERT A. MESEROLL, Trustee
Owner of Lot No. EB15-1B

Judith A Meseroll
JUDITH A. MESEROLL, Trustee
Owner of Lot No. EB15-1B

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 25th day of August, 2007, by Robert A. Meseroll and Judith A. Meseroll.

Jessica E. Glazier
Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of MT
Residing at Bigfork
My commission expires: 12/11/2010

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

200800017525
Page: 102 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

ROBERT MUELLER
Owner of Lot No. 110A

SUSAN MUELLER
Owner of Lot No. 110A

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 5th day of September, 2007, by Robert Mueller and Susan Mueller.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E. Glazier
Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Big Fork
My commission expires: 12/11/2010

200800017525
Page: 103 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

PAUL J. NAOUR
Owner of Lot No. T6-3B

ANN P. HESSELINK
Owner of Lot No. T6-3B

STATE OF Montana)
:ss.
County of FLATHEAD)

This instrument was signed or acknowledged before me on this 17th day of October, 2007, by PAUL J. NAOUR and ANN P. HESSELINK.

Kathleen H. Roberts
Kathleen H. Roberts
(Type or Print Name)
Notary Public for the State of
Residing at
My commission expires:

KATHLEEN H. ROBERTS
NOTARY SEAL
STATE OF MONTANA
RESIDING AT KALISPELL, MONTANA
MY COMMISSION EXPIRES JANUARY 31, 2009

200800017525
Page: 104 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

JAMES E. O'CONNOR
Owner of Lot No. EB15-3B

JEANNINE E. O'CONNOR
Owner of Lot No. EB15-3B

STATE OF Montana)
:ss.
County of Missoula)

This instrument was signed or acknowledged before me on this 5th day of November, 2007, by James E O'Connor and Jeannine E O'Connor

SANDRA S. HUGHES
NOTARY PUBLIC-MONTANA
Residing at Missoula, Montana
My Comm. Expires July 25, 2008

Sandra S Hughes
SANDRA S Hughes
(Type or Print Name)
Notary Public for the State of Montana
Residing at Missoula
My commission expires: July 25, 2008

200800017525
Page: 105 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Ronald N. Paul, Trustee of the Ronald N. Paul Revocable Trust

RONALD N. PAUL, Trustee
Owner of Lot No. 73

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 20th day of September, 2007, by Ronald N. Paul.

Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Big Fork
My commission expires: 12/11/2010

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

200800017525
Page: 106 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Thom J. Peck
THOM J. PECK
Owner of Lot No. 34

Deanna M. Peck
DEANNA M. PECK
Owner of Lot No. 34

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 26th day of September, 2007, by Thom J. Peck and Deanna M. Peck.

JENNIFER K. WOOD NOTARIAL SEAL STATE OF MONTANA

Jennifer K. Wood
JENNIFER K. WOOD
(Type or Print Name)
Notary Public for the State of Montana
Residing at 865 Eastman Dr., Bigfork
My commission expires: 10/01/2011

200800017525
Page: 107 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

C. LOUIS PLATT
Owner of Lot No. 86A & 85A

BETSY L. PLATT
Owner of Lot No. 86A & 85A

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 25th day of August, 2007, by C. Louis Platt and Betsy L. Platt.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of MT
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 108 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Patricia Popkin

PATRICIA T. POPKIN
Owner of Lot No. 74

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 23rd day of October, 2007, by Patricia T. Popkin.

STATE OF MONTANA NOTARIAL SEAL

JENNIFER ANDERSON
Notary Public for the
State of Montana
Residing at Bigfork, Montana
My Commission Expires:
August 14, 2011

Jennifer Anderson

Jennifer Anderson
(Type or Print Name)
Notary Public for the State of _____
Residing at _____
My commission expires: _____

200800017525
Page: 109 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Willard Raabe
WILLARD RAABE
Owner of Lot No. 41A

Violet Raabe
VIOLET RAABE
Owner of Lot No. 41A

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 25th day of August, 2007, by Willard Raabe and Violet Raabe.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E. Glazier
Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Big Fork
My commission expires: 12/11/2010

200800017525
Page: 110 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Vincent T. Rasmussen
VINCENT T. RASMUSSEN
Owner of Lot No. 54-1B

SANDRA M. RASMUSSEN
Owner of Lot No. 54-1B

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 11th day of September, 2007, by Vincent T Rasmussen and Sandra M Rasmussen

RYAN PETERSEN NOTARIAL SEAL STATE OF MONTANA

Ryan Petersen
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 04-29-2009

200800017525
Page: 111 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL
6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

EUGENE L. ROBINSON, JR.
Owner of Lot No. TA1-12

VIRGINIA B. ROBINSON
Owner of Lot No. TA1-12

PATTI ANN HOLM
Owner of Lot No. TA1-12

~~THOMAS L. ROBINSON~~
~~Owner of Lot No. TA1-12~~

STATE OF Washington
:ss.
County of King)

This instrument was signed or acknowledged before me on this 14 day of September, 2007 by EUGENE L. ROBINSON JR and VIRGINIA B. ROBINSON and PATTI ANN HOLM.

HOON WON
(Type or Print Name)
Notary Public for the State of WA
Residing at Bellevue
My commission expires: 08/12/2009

HOON WON NOTARY PUBLIC STATE OF WASHINGTON AUG. 12, 2009

200800017525
Page: 112 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

EUGENE L. ROBINSON, JR.
Owner of Lot No. TA1-12

VIRGINIA B. ROBINSON
Owner of Lot No. TA1-12

PATTI ANN HOLM
Owner of Lot No. TA1-12

Thomas L. Robinson
THOMAS L. ROBINSON
Owner of Lot No. TA1-12

STATE OF Montana)
:ss.
County of Pondera)

This instrument was signed or acknowledged before me on this 8th day of Oct, 2007, by THOMAS L. ROBINSON and _____.

Donna R. Warwick
_____
(Type or Print Name)
Notary Public for the State of _____
Residing at _____
My commission expires: _____

DONNA WARWICK
NOTARY PUBLIC for the
State of Montana
Residing at Conrad, Montana
My Commission Expires
September 27, 2010

200800017525
Page: 113 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

CLARICE F. RYAN
Owner of Lot No. 127 & 128

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 10th day of September, 2007, by Clarice F Ryan.

JILL ANN PARISH
NOTARIAL SEAL
STATE OF MONTANA

Jill Ann Parish
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 1-28-2008

200800017525
Page: 114 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Ann B. Schroeder, Trustee of the Ann B. Schroeder Living Trust

Ann B. Schroeder, Trustee

ANN B. SCHROEDER, Trustee AND PAUL D. SEBESTA
Owner of Lot No. 30 Owner of Lot No. 30

STATE OF MONTANA)
:ss.
County of FLATHEAD)

This instrument was signed or acknowledged before me on this 25th day of OCTOBER, 2007, by ANN B. SCHROEDER and PAUL D. SEBESTA.

Melissa Corder
MELISSA CORDER
(Type or Print Name)
Notary Public for the State of MONTANA
Residing at BIGFORK, MT
My commission expires: 7.23.2011

MELISSA CORDER NOTARIAL SEAL STATE OF MONTANA

200800017525
Page: 115 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Kelly R. Semenza 10/12/07

KELLY R. SEMENZA
Owner of Lot No. T6-2F

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 12 day of October, 2007, by Kelly R Semenza.

Judine Jedlicka

Judine Jedlicka
(Type or Print Name)
Notary Public for the State of Montana
Residing at Kalispell MT 59901
My commission expires: 07-16-2008

200800017525
Page: 116 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Richard F Seubert
RICHARD F. SEUBERT
Owner of Lot No. TA1-9

Patricia D. Seubert
PATRICIA D. SEUBERT
Owner of Lot No. TA1-9

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 25th day of August, 2007, by Richard Seubert and Patricia Seubert.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E. Glazier
Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of MT
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 117 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

RICHARD M. SHANAHAN
Owner of Lot No. T6-2D

PATRICIA A. KICKER
Owner of Lot No. T6-2D

STATE OF Montana)
:ss.
County of Gallatin)

This instrument was signed or acknowledged before me on this 11th day of September, 2007, by Richard M Shanahan and Patricia A Kicker.

WENDY WINGER
NOTARIAL
SEAL
STATE OF MONTANA

Wendy Winger
Wendy Winger
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bozeman
My commission expires: 9-24-2009

200800017525
Page: 118 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Peggy A. Simonson

PEGGY A. SIMONSON
Owner of Lot No. T6-1F

STATE OF Montana)
:ss.
County of Lewis & Clark)

This instrument was signed or acknowledged before me on this 15 day of October, 2007, by Peggy A. Simonson

DANA J. KENDALL NOTARIAL SEAL STATE OF MONTANA

DANA J. KENDALL
NOTARY PUBLIC for the
State of Montana
Residing at Helena, Montana
My Commission Expires
May 15, 2010

Dana J. Kendall
(Type or Print Name)
Notary Public for the State of _____
Residing at _____
My commission expires: _____

200800017525
Page: 119 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

David H. Sivright & Dorothy M. Sivright, Trustees of the Sivright Family Trust

David H. Sivright
DAVID H. SIVRIGHT, Trustee
Owner of Lot No. 10VA

Dorothy M. Sivright
DOROTHY M. SIVRIGHT, Trustee
Owner of Lot No. 10VA

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 18th day of September, 2007, by David H. Sivright and Dorothy M. Sivright.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E. Glazier
Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 120 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

George H. Stearns
GEORGE H. STEARNS
Owner of Lot No. 92

Frances R. Stearns
FRANCES R. STEARNS
Owner of Lot No. 92

STATE OF MONTANA)
:ss.
County of FLATHEAD)

This instrument was signed or acknowledged before me on this 13TH day of SEPTEMBER, 2007, by George H. Stearns and Frances R. Stearns.

JOANN REED-STROHSCHEIN
NOTARIAL SEAL
STATE OF MONTANA

JoAnn Reed-Strohschein
JoAnn Reed-Strohschein
(Type or Print Name)
Notary Public for the State of MONTANA
Residing at BIGFORK
My commission expires: 06-01-2009

200800017525
Page: 121 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Anna B. Steiner

ANNA B. STEINER
Owner of Lot No. 136

STATE OF Connecticut)
:ss.
County of Fairfield) Darien

This instrument was signed or acknowledged before me on this 14th day of September, 2007, by ANNA B. STEINER.

Lucy A Stuart

Lucy A Stuart
(Type or Print Name)
Notary Public for the State of CT
Residing at Darien, CT
My commission expires: NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2010

LUCY A. STUART NOTARY PUBLIC COMMISSION

200800017525
Page: 122 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL
6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

LAWRENCE SUTHERLAND, JR.
Owner of Lot No. T6-3C

CAMILLE SUTHERLAND
Owner of Lot No. T6-3C

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 11th day of September, 2007, by Lawrence Sutherland Jr. and Camille Sutherland.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 123 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

DEREK SWANK
Owner of Lot No. 115A

RENE SWANK
Owner of Lot No. 115A

STATE OF Montana)
:ss.
County of Pondera)

This instrument was signed or acknowledged before me on this 12th day of September, 2007, by Derek Swank and Rene Swank.

LEIHA R. VANDENBOS NOTARIAL SEAL STATE OF MONTANA

Leiha R. VandenBos
Leiha R. VandenBos
(Type or Print Name)
Notary Public for the State of Montana
Residing at Valier Montana
My commission expires: 4-20-2011

200800017525
Page: 124 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL
6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Whitney Todd, Trustee of the Intercontinental Financial Group, Ltd Retirement Trust, a Delaware Corporation

WHITNEY TODD, Trustee
Owner of Lot No. 55A-2A

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 24th day of September, 2007, by Whitney Todd.

JENNIFER ANDERSON
Notary Public for the
State of Montana
Residing at Bigfork, Montana
My Commission Expires:
August 14, 2011

Jennifer Anderson
Jennifer Anderson
(Type or Print Name)
Notary Public for the State of _____
Residing at _____
My commission expires: _____

200800017525
Page: 125 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Don L. Trust
DON L. TRUST
Owner of Lot No. 103

Charlotte E. Trust
CHARLOTTE E. TRUST
Owner of Lot No. 103

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 7th day of September, 2007, by Don L Trust and Charlotte E Trust.

JILL ANN PARISH
NOTARIAL SEAL
STATE OF MONTANA

Jill Ann Parish
Jill Ann Parish
(Type or Print Name)
Notary Public for the State of MT
Residing at Bigfork
My commission expires: 1-28-2008

200800017525
Page: 126 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

JERRY TURLEY
Owner of Lot No. 40

IRENE TURLEY
Owner of Lot No. 40

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 14th day of September, 2007, by Jerry Turley and Irene Turley.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 127 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

CHARLES A. VONA
Owner of Lot No. T2-1B

LYNN I. VONA
Owner of Lot No. T2-1B

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 18th day of September, 2007, by Charles A. Vona and Lynn I. Vona.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 128 of 13
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

STEPHEN M. WEPPNER
Owner of Lot No. 54B-1A

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 25th day of August, 2007, by Stephen M. Weppner.

JESSICA E. GLAZIER NOTARIAL SEAL STATE OF MONTANA

Jessica E. Glazier
(Type or Print Name)
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 129 of 133
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Harry B. Whidden, Jr. and Mary Jane Whidden, Trustees of the Harry and Mary Jane Whidden Family Trust

Harry B. Whidden Jr.
HARRY B. WHIDDEN, JR., Trustee
Owner of Lot No. 51B

M J Whidden
MARY JANE WHIDDEN, Trustee
Owner of Lot No. 51B

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 16th day of October, 2007, by Harry B. Whidden Jr. and Mary Jane Whidden

Sharon K. Rowe
Sharon K. Rowe
(Type or Print Name)
Notary Public for the State of MT
Residing at Bigfork
My commission expires: 4-19-2010

SHARON K. ROWE
NOTARIAL SEAL
STATE OF MONTANA
SHARON K. ROWE
Notary Public for the
State of Montana
Residing at Bigfork, MT
My Comm. Expires
4-19-2010

200800017525
Page: 130 of 133
Fees: $951.00
Paula Robinson, Flathead County MT by JL 6/23/2008 10:37 AM

By my/our execution of this counterpart, the undersigned owner(s) of the Lot or Townhouse stated herein, approve(s) and adopt(s) the foregoing 2007 RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

PERRY YANKE
Owner of Lot No. 114A-1A

LOIS YANKE
Owner of Lot No. 114A-1A

STATE OF Montana)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 18th day of October, 2007, by Perry Yanke and Lois Yanke.

STATE OF MONTANA NOTARIAL SEAL

JENNIFER [illegible]
Notary Public for the
State of Montana
Residing at Bigfork, Montana
My Commission Expires:
August 14, 2011

Jennifer Anderson
(Type or Print Name)
Notary Public for the State of _____
Residing at _____
My commission expires: _____

Townhouse sites must be cast in favor of the amendment.

(c) The amendment(s) shall be effected when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: 5/16, 2008

BIGFORK WATER AND SEWER DISTRICT, owner of Tracts B, C, and D

Julie Spencer

By: Julie Spencer Title: District Manager

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 16 day of May, 2008, by Julie Spencer, as District Manager of BIGFORK WATER AND SEWER DISTRICT.

ANNE C. MCGINNIS
NOTARIAL SEAL
STATE OF MONTANA

Anne C. McGinnis

Print Name: ANNE C. McGINNIS
Notary Public for the State of Montana
Residing at LAKESIDE, MT
My commission expires: 7-23-08
2009

COUNTERPART

Townhouse sites must be cast in favor of the amendment.

(c) The amendment(s) shall be effected when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: 6/5/08, 2008

EAGLE BEND GOLF CLUB, LLC, owner of Tracts E and G

By: Wayne Elliott Title: Vice President

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was signed or acknowledged before me on this 5th day of June, 2008, by Wayne Elliott as Vice President of Eagle Bend Golf Club, LLC.

JESSICA E GLAZIER
Notary Public for the
State of Montana
Residing at Bigfork, Montana
My Commission Expires
December 11, 2010

Jessica E. Glazier
Print Name: Jessica E Glazier
Notary Public for the State of Montana
Residing at Bigfork
My commission expires: 12/11/2010

200800017525
Page: 133 of 13
Fees: $951.00
6/23/2008 10:37 AM
Paula Robinson, Flathead County MT by JL

Townhouse sites must be cast in favor of the amendment.

(c) The amendment(s) shall be effected when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

FURTHERMORE, this amendment may be executed in counterparts of which only the signature pages need be recorded, attached to one complete copy of the above text.

Date: May 14, 2008.

Lot 2B in Block 2 of Eagle Bend No. 9, according to the official plat thereof, filed in Official Records of Flathead County, Montana.

Frederick C. Fisher and Shirley A. Fisher

Brent M. Fisher and Scott A. Fisher

PROVINCE OF ALBERTA)
:ss.
Country of Canada)

This instrument was signed or acknowledged before me on this 14 day of May, 2008, by Frederick C. Fisher, Shirley A. Fisher, Brent M. Fisher and Scott A. Fisher.

Print Name:
Title/Capacity:
Notary Public for Canada
My commission expires: DOES NOT

LESLIE S SCHOLLY
A Commissioner for Oaths And
A Notary Public In And For
The Province Of Alberta
COUNTERPART

Paula Robinson, Flathead County MT by NC
200900010105
Page: 1 of 16
Fees: $112.00
4/13/2009 10:44 AM

0007661 0973460 0973461 0973463 0973464 0973465 0973466 0973467 0973468 0973483 0973484 0973485 0973486 0973487 0973488 0973489 0973490 0973491 E038964 E038964 0973500 0973501 0975627 0975628 0975629 0975630 0975631 0975632 0975633 0975634 0975635 0975636 0975637 0973440 0001093 0973441 0973417 0976039 0973446 0008981 0973403 0973516 0977649 0973434 0973436 0973437 0974170 0977546 0977547 0977548 0977549 0977550 0977551 0973515 0977954 0973515 0977954 0973510 0973801 0973802 0973803 0973793 0973794 0973795 0973796 0973797 0973798 0973799 0973800 0973418 0973419 0973420 0973421 0973422 0973405 0973504 0973506 0973507 0973508 0973164 0973502 0973789 0973470 0973492 0973493 0973494 0973495 0971559 0973393 0973395 0973399 0973400 0975926 0973423 0973424 0973425 0973426 0973427 0973428 0973429 0973430 0973431 0973432 0973433 0973438 0973439 0973443 0973447 0973452 0973453 0973454 0973455 0973458

When recorded, return to:
Snyder Law Office, P.C.
P.O. Box 717
Bigfork, MT 59911

CR-09-048
3

0973511

CERTIFICATE OF AMENDMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND HOMEOWNERS' ASSOCIATION, INC.

Whereas a Restated Declaration of Covenants, Conditions and Restrictions recorded for the Eagle Bend Planned Unit Development on July 16, 1984 as Document No. 84 19815170; and Amendments thereto filed on October 21, 1992 as Document No. 9229512200; and on August 10, 1999 as Reception No. 199922215500; and on June 23, 2008 as Document No. 200800017525, records of Flathead County, Montana, provide a process for the amendment of said Restated Declaration and prior amendments,

We, the undersigned President and Secretary of the Eagle Bend Homeowners' Association, Inc. hereby certify that a vote was duly taken pursuant to the provisions of the above-referenced documents, the Association's Articles of Incorporation, and Bylaws, at a members' meeting after sixty (60) days advance written notice, and Members casting the written ballot votes of two-thirds or more of all Lots and Townhouse sites affirmatively voted for the adoption of the following amendments.

In the following text reflecting the adopted amendments, additions are noted by underscoring (<u>like this</u>) and deletions are noted by strike outs (~~like this~~). Underlining of section headings, however, is original.

0975638 0973406 0973407 0973408 0973409 0973410 0973411 0973412 0973413 0973414 0973509 0976036 0976037 0976038 0976040 0976041 0974171 0974172 0974173 0976540
0977955 0978086 0978087 0978088 0973478 0973480 0973396 0973517 0978681 0978682 0978683 0978684 0973456 0973474 0973476 0973477 0973482 0973404 0978750 0978751 0973513 0978752 0973471 0973472 0973473 0973503 0978755 0973512 0979852 0979853 0979854 0979855 0979856 0979857 0979858 0979859 0979860 0979852 0979853 0979854 0979855 0979856 0979857 0979858 0979860 0973496 0973789 0973402 0980022 E000314 0973401 0980023 0973165 0973448 0980025 0979711 0973457 0979712 0973462 0973505 0973415 0973416 0973451 0973449 0980879 0980880 0980881 0973450 0980883 0980884 0980885 0982059 0973444 0973398 0973442

200900010105
Page: 2 of 16
Fees: $112.00
Paula Robinson, Flathead County MT by NC 4/13/2009 10:44 AM

RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE BEND HOMEOWNERS' ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by _ Eagle Bend Homeowner's Association, Inc., successor in interest to Eagle Bend Company, hereinafter referred to as the "Association".

This Restated Declaration is herewith prepared and filed for the purpose of amending and replacing the Restated Declaration of Covenants, Conditions and Restrictions and any Amendments recorded for the Eagle Bend Planned Unit Development on July 16, 1984 as Document #84 19815170 and on October 21, 1992 as Document #9229512200, and on August 10, 1999 as Reception No. 199922215500, records of Flathead County, Montana. From and after the date of recording of the within "Restated Declaration of Covenants, Conditions and Restrictions of Eagle Bend", this document shall be the governing instrument under, by and through which this project shall be created and under, by and through which this project shall be governed and operated. It being the intent and purpose of this Restated Declaration to completely replace and cancel the previous documents filed for and in behalf of this project and to the end that such previous documents shall have no further force and effect.

WITNESSETH:

WHEREAS, the Association is the successor to Eagle Bend Company and is the owner of all roadways, natural areas and common areas known as Eagle Bend, County of Flathead, State of Montana, described in the Amended Subdivision Plat of Eagle Bend and filed with the Clerk and Recorder of Flathead County, Montana, on September 12, 1983, filing No. 5-7-21, excluding Eagle Bend North, Eagle Bend West (now known as Harbor Village) and Lake Pointe subdivisions.

NOW THEREFORE, the ~~Association~~ undersigned Owners of not less than two-thirds (2/3) of the Lots hereby declares that all of the properties described above, including all Lots ~~shown~~ referenced above, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Architectural Committee" shall mean and refer to the committee described in Article VII.

Section 2. "Association" shall mean and refer to Eagle Bend Homeowners' Association, A

Montana non-profit corporation, its successors and assigns.

Section 3. "Private Roads" shall mean and refer to any street, walk, drive, path or other right-of-way, within the Properties, as designated on the plat thereof and which is owned or to be owned by the Homeowner's Association.

Section 4. "Common Area" shall mean all real property (including and improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in the Plat of Eagle Bend, Flathead County, Montana, recorded with the Clerk and Recorder of Flathead County, Montana, as private roads and the "Homeowner's Natural Area" numbers one through eight.

Section 5. "Holder of a Deed of Trust" shall mean and refer to the holder of a first deed of trust, a first mortgage or any similar voluntary encumbrance on any Lot or any improvement located on the Properties.

Section 6. "Lot" shall mean and refer to each tract of land shown on the plat except for the private roads, the Common Areas (Homeowner's Natural Areas), and tracts B through F. In accordance with Article II, Section 4, the Townhouse Sites will be further subdivided.

Section 7. "Property" or "Properties" shall mean and refer to Eagle Bend, which real property is hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of obligations.

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 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 recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) 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. However, the Association shall not have the authority to sell or transfer any real property owned by it except to such a public agency, authority, or utility or to another legal entity having similar purposes to the Homeowners' Association and with the consent of the Flathead County Board of Commissioners or its successor. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of the members of the Association has been recorded with the Clerk and Recorder of Flathead County, Montana.

Section 2. Dedication of Common Area. The Association, in the plat of Eagle Bend as recorded with the Clerk and Recorder of Flathead County, Montana, has designated certain areas of land as roadways and a Homeowner's Natural Areas. Said areas are dedicated to the use of the Homeowners for roadway purposes and recreation purposes respectively, reserving the use of the roadway named "Golf Terrace" for the additional purpose of use for roadway purposes by those persons using and maintaining the golf course as well as its use by the homeowners.

The designated areas are not dedicated for use by the general public. Access and use of said areas may be controlled and limited by the Association, so long as such controls and limitations do not unreasonably restrict use of "Golf Terrace" by patrons of the golf course.

The plat of Eagle Bend, as amended by the developer, is hereby incorporated into this Declaration by this reference.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 4. Residential Units per Lot. No more than one single family residence shall be constructed on any Lot, except for the lots identified as "Townhouse Site" which may be further subdivided by amendment of Plat in developing Townhouse projects.

Lots 49, 50, 51, 52, 53, 54, 55, 56, 113 and 114 to allow no more than twenty-two (22) townhouse dwellings thereon.

That portion of Tract A shown on Exhibit "A" (to be replatted as Eagle Bend No. 15) to allow nine (9) townhouse dwelling units thereon. Tract 1 A shall be used as a single family lot.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. 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 ownership of any Lot which is subject to assessment. *Each Owner shall be responsible to notify the Secretary of the Association of any transfer of ownership.* Every transfer of property shall be subject to a fee ~~of $100.00~~ equivalent to three (3) times the monthly general assessment, payable to the Association by the Seller.

Section 2. The Association shall have one class of voting membership.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, 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 to be established and collected as hereinafter 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 property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement, maintenance and insurance of the Common Area, and to pay taxes on the Common Area.

Section 3. Basis and Maximum of Annual Assessments. Until January I of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be two hundred forty dollars ($240.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum annual assessment may be increased effective January 1st of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding twelve month period, or by 20%, whichever is greater.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the formula in the above subsection (a) by a vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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 improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds of the votes of the members present in person or by proxy at a meeting duly called for such purpose. If such assessment is not approved, there shall be no special assessment.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the Required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessments. Both annual and special assessment 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. Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be established by the Board of Directors. 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. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum and the Association shall cause to be charged a penalty of two (2) months dues. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. 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 of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, any holder of a first mortgage or trust indenture who obtains title to a Lot pursuant to the remedies provided in the mortgage or trust indenture, or by foreclosure of the mortgage or trust indenture, or by deed (or assignment) in lieu of foreclosure, will not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the holder of the mortgage or trust indenture. Except as provided herein, no sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Townhouse Assessments. The fixing of assessments by an Association or other entity created under a Declaration pursuant to subdivision and development of a Townhouse Site shall not relieve any Owner of a Lot in such Townhouse Site for any assessments levied under this article. Each owner of a Lot in such Townhouse Site shall be a member of the Eagle Bend Homeowners Association, and by acceptance of a deed for said Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to be bound by the terms of this Declaration and the Articles of Incorporation and By-Laws of Eagle Bend Homeowners

Association.

Section 11. Combination and Division of Lots. Annual and special assessments and voting shall be based on the original plats of the Properties as of September 12, 1983, as amended by the developer. Lots shall not be subdivided. If a Lot is formed by the combination of two or more lots, whether informally by use for a single residence or by recorded survey, the resulting Lot or informal combination of Lots shall be subject to the number of annual and special assessments equal to the number of Lots that are combined, and shall have the number of votes in Association matters equal to the number of Lots that are combined.

ARTICLE V
INSURANCE

Section 1. Liability Insurance. Public liability and common area property damage insurance shall be purchased by the Board, and shall be maintained in force at all times. The premium thereon to be paid out of the Association's funds. The insurance shall be carried in reputable companies authorized to do business in Montana. The minimum amount of coverage shall be $500,000.00- for personal injury to any one person, $1,000,000.00 for personal injury to any number of persons sustained in ~~anyone~~ any one accident or mishap, and $100,000.00 property damage. The policy shall name the Association, its directors, officers, employees and agents in the scope of their employment, as insured. This policy shall insure against, but may not be limited to, injury or damage occurring in the common area.

Section 2. Fire Insurance - Master policy for Common Area. A master or blanket fire insurance policy may also be purchased or acquired by the Board. The premium to be paid out of the Association's funds. Said insurance shall be carried with reputable companies qualified to do business in the State of Montana, and shall insure against loss from fire and other hazards therein covered, for the full insurable value of all of the permanent improvements upon the common area. Said policy may contain extended coverage and replacement cost endorsements, if available, as well as vandalism and malicious mischief coverage, special form endorsement, stipulated amount clause, and a determinable cash adjustment clause, or a similar clause or clauses to permit cash settlement covering full value of the improvements in the event of partial destruction. The policy shall be in such amounts as shall be determined from time to time by the Board. The policy shall name all owners and mortgagees of the subject property, or any of it, as insured, as their respective interests may appear.

Section 3. Other Insurance. The Board of Directors of the Association may purchase additional insurance as the Board may determine to be advisable including, but not limited to, worker's compensation insurance, demolition insurance to remove improvements that are not rebuilt, fidelity bonds, and insurance on Association owned personal property. All premiums therefore shall be paid out of the Association's funds.

Section 4. Owner's Additional Insurance. An Owner may carry such personal liability and property damage insurance respecting his individual Lot as he may desire; however, any such policy *shall* include a waiver of subrogation clause against the Association and all other Owners.

ARTICLE VI

HOLDERS OF DEED OF TRUST

Each holder of a deed of trust, upon written request by such holder to the Board, shall be entitled to timely written notice of: (l) any proposed amendment of this Declaration effecting a change in (a) the boundaries of any Lot or the exclusive easement rights appertaining thereto, (b) the interest in the common area appertaining to any Lot or the liability for common expenses appertaining thereto, (c) the number of votes in the Homeowner's Association appertaining to any Lot or (d) the purposes to which any Lot or the common area are restricted; (2) any condemnation loss or any casualty loss which affects a material portion of a Lot on which there is a first mortgage held; (3) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage, where such delinquency has continued for a period of sixty (60) days; (4) any lapse, cancellation or material modification of any insurance policy maintained by the Homeowner's Association pursuant to Article V

ARTICLE VII
ARCHITECTURAL CONTROL

Section 1. There shall be a committee for the control of structural and landscaping architecture and design known as the "Architectural Committee", composed of three or more representatives appointed for a term of one (1) year by the Board of Directors. Members of the committee may be removed by a majority vote of the Board of Directors of the Association, with or without cause, and the Board of Directors of the Association shall fill all vacancies.

Section 2. The Architectural Committee shall have the authority to promulgate rules pertaining to, but not limited to, the following matters:

(a) Schedules relating to proposed commencement and completion dates of construction on lots.

(b) Time periods during individual days of the week within which construction may commence and when it must cease.

(c) Restrictions on locations on streets and roadways where vehicles, equipment and materials involved in construction may park or be placed.

(d) Any other matters which affect the rights of Lot Owners to the quiet enjoyment of their property, taking into account the reasonable needs of Owners of Lots upon which construction is undertaken.

Section 3. Owners are solely responsible for the location of their lot boundaries, corner and other pins and structures. The Association shall have no liability for the accuracy of surveys or plats or the location of corner or other boundary pins or for any Owner's construction across a boundary line or within a setback area or within an easement. No structures or improvements shall be erected, placed, altered, maintained or permitted to remain upon the properties unless drawings and specifications created by an appropriate professional as specified by the Architectural Committee and signed by the proposed occupant of the site or his authorized representative have been submitted to and approved in writing by the committee. Such drawings

shall include without limitation, the following matters: plot plan showing proposed contouring of grades, locations of buildings, landscaping, parking areas, and plans for all floors, cross-sections and elevations. Specifications shall describe types of construction, materials to be used, exterior finish and color, and water use limiting devices to be installed. Approval shall be based, among other things, on conformity and harmony of external design with neighboring structures, the effect of location and use of improvements on neighboring structures, the effect of finished ground elevations of the site being improved to that of neighboring sites, and conformity of the plans and specifications to the purpose and general plan and intent of these covenants. This Declaration does not set forth construction set back requirements from Lot boundaries because the Architectural Control Committee has the discretion and complete control over the siting of all structures and improvements on Lots. In the event that the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. ~~A fee of not more than Two Hundred Fifty Dollars ($250.00) may be charged by the~~ The Architectural Control Committee may charge the Owner a fee sufficient to cover its reasonable direct out-of-pocket expenses incurred in making its decision. The hiring of an architect or other expert not a member of the Committee to consult on the proposal is hereby deemed to be such a reasonable expense. The fees of the Committee shall be a lien upon the Owner's Lot; notice thereof may be filed and enforcement may be had, the same as for the lien of annual and special assessments.

Section 4. The Architectural Committee shall have a continuing role in the approval or disapproval of proposed changes from the original design and construction, including, without limitation, exterior remodeling, changes of color, exterior lighting, provision for wood storage, exterior clothes lines, recreational equipment (swimming pools, swing sets, volleyball courts, tennis courts, etc.) and exterior pet facilities. No such changes or additions will be permitted unless approved by the Architectural Committee, which may, in its discretion, waive the requirements that drawings and specifications be submitted as to such changes.

Section 5. If the Committee, upon its own inspection or upon receiving a complaint, determines that any Owner is in violation of the Committee's rules, or has failed to properly maintain his Lot or any permanent improvement thereon, including necessary repairs, or has constructed or made any change to any improvement not in conformance with an approved plan, the Committee shall notify the Owner in writing. Such notice shall contain a statement of the nature of the failure or violation and the steps needed to remedy it. If such remedial steps are not taken within reasonable time, the Committee shall notify the Association which may itself, after written
notice to the Owner and failure of such Owner to comply, undertake the steps and charge the Owner an assessment for any sums expended by it. Any such assessment shall be a lien against the Lot so assessed and the personal obligation of the Owner to the same extent as those liens described in Section 1 of Article IV.

ARTICLE VIII
TRACTS B THROUGH E

Section 1. Ownership of Tracts designated on the plat as B through E of the Property shall not pass to the Homeowner's Association.

Section 2. Tracts designated on the plat as B, C, D and facilities located thereon, will be

utilized by Bigfork Water and Sewer to provide water and sewer services to the properties. Owners will be subject to charges by Bigfork Water and Sewer for such services, including hook-up fees, which such charges shall be in addition to and independent from the general and special assessments levied by the Homeowner's Association pursuant to Article IV herein.

Section 3. The area designated on the plat as Tract E shall be used for the golf course and related purposes only.

ARTICLE IX
RESTRICTIVE COVENANTS AS TO USAGE

Section 1. Single-Family Occupancy. Each residential unit shall be used as a single-family residence.

Section 2. Vehicles. All vehicles shall be parked in garages, carports, driveways or designated parking areas and no vehicle shall be parked upon or encroach upon the Common Area. Each occupant shall be responsible to see that visitors and guests utilize the parking areas provided. No outdoor maintenance or repair work shall be performed except washing and polishing. Trucks exceeding a capacity of one ton may not be regularly parked or kept on the properties. Recreational vehicles such as boats, campers, camper-trailers, may not be kept or stored within the properties except on a temporary basis. However, nothing shall prevent storage of such vehicles on the properties in a covered garage. The Association shall have the authority to promulgate rules for the use of vehicles which may be operated on roadways within the Properties, including but not limited to golf carts, motorcycles, motorbikes and bicycles.

Section 3. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on the properties except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and shall be subject to any governmental ordinances or laws. Dogs and cats shall be leashed at all times when outside a residential unit and the pet's owner shall confine his pet for excretion to such areas as may be designated by the Association. Owners shall be responsible to clean up after their pets. Pets constituting a nuisance may be ordered by the Board to be kept within the residence of the owner or ordered expelled from the Subdivision.

Section 4. Wildlife Animals. Providing supplemental feed/attractants to wildlife animals (deer, bear, fox, turkeys, pheasant, etc.) is illegal in Montana. Not only can it attract predators and result in damage to one's property, Owners can be held legally liable for any problems, or damage caused by wildlife animals on neighboring properties.

Section 4-5. Signs. No signs, billboards or advertising devices of any nature except as may be authorized by the Architectural Committee shall be erected or maintained on any part of the Properties. The Association may erect signs or notices for identification purposes in accordance with applicable state and municipal laws or codes.

Section 5 6. Nuisances. No unreasonably offensive or noxious activity shall be carried on upon the Property, nor shall noises be made or anything be done thereon which may be or become an unreasonable annoyance or nuisance to the neighborhood. No fireworks, sparklers, rockets or recreational explosive devices shall be ignited, and no firearms shall be discharged in

any part of the Properties. No commercial, political, charitable or religious door-to-door solicitation, canvassing or surveying shall be allowed in the Properties.

Section ~~6~~ 7. Fences. Fences shall conform to zoning regulations and must be approved before erection by the Architectural Committee.

Section ~~7~~ 8. Garbage. Dumpster-type garbage containers may be provided at locations specified by the Architectural Committee at the expense of the lot owners. Owners will be responsible for disposing of their garbage and trash in approved containers. No garbage or trash shall be permitted outside of any structure except in approved containers.

Section ~~8~~ 9. Exterior Maintenance. Each owner of a lot or a structure shall be responsible to maintain the lot or structure in a manner consistent with its original design, including painting, repair, landscaping, and removing trash and debris.

Section ~~9~~ 10. Antennas. Poles and other Structures. To protect the uncluttered, country club esthetic appearance of the Property, no ~~No~~ antenna including but not limited to satellite dish receivers ~~greater than 18"~~ one meter or less in diameter, pole or other structure shall be erected unless approved by the Architectural Committee. Such approval shall require that the location of the dish, pole or other structure be located so as to minimize its visibility from neighboring Lots while still providing adequate service without unreasonably increasing the cost of installation, maintenance or use. Approval shall not be unreasonably withheld. Satellite dish receivers greater than one meter in diameter shall not be located anywhere in the Property.

Section ~~10~~ 11. Oil or Mining Operations. No operations of any kind for the purpose of discovering or removing any oil, gas, gravel or minerals of any kind shall be conducted on any premises subject to these covenants.

Section ~~11~~12. Temporary Structures. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently.

Section ~~12~~13. Drainage Control. Reasonable precaution shall be taken during construction, and thereafter, to prevent erosion and drainage problems. All disturbed soil areas shall be revegetated within a reasonable time in such a fashion as to minimize erosion. Driveways shall be constructed so as not to interfere with drainage and shall include culverts of appropriate size to prevent obstruction of water flow.

Section 1314. Trees. Shrubs and Water. The removal of trees, shrubs and other improvements from the properties will be prohibited without the express written approval of the Architectural Committee. All landscaping which materially affects the appearance of a lot must have written approval by the Architectural Committee before such improvements are commenced by ~~and~~ an Owner. The Owner shall be responsible for the cost of any such improvements. Water usage limiting devices shall be utilized in accordance with the original approved design.

Section ~~14~~15. Weed Control. Weeds shall be controlled so as to prevent the dissemination of seed and avoid fire hazards. The Association shall be empowered to dispose of weeds at the

expense of the lot owner if such lot owner fails to comply with the provisions after reasonable notice. The expense, if any, incurred by the Association shall be a charge on the land and shall be a continuing lien upon the lot until paid.

Section ~~15~~16 Outdoor Fires. Neither decorative metal, terra cotta firepits nor chimineas shall be used on any wooden or composite deck. Charcoal or wood-burning firepits or chimineas may be used on concrete or stone decks only if all openings are covered by spark arresters, or screens and manufacturer's instructions and local fire/forestry service warnings are heeded. In all cases of outdoor fires, it is advisable to have a garden hose readily available.

ARTICLE X
GRANT OF EASEMENTS

Section 1. Easement for installation and maintenance of utilities and drainage facilities are reserved on:

(a) All roadways and common areas; and,

(b) All property located within five (5) feet of any boundary line; provided, however, on all lots for which prior approval has been obtained to construct a building to the side boundary of such lots, the easement area on such lots shall be within five (5) feet of the front and rear boundary lines and within ten (10) feet of the side boundary line on which such building is not constructed. This does not apply to zoning setbacks which initially should be met.

Section 2. The Owner of any Lot for which prior approval has been obtained to construct a building to the side boundary of such Lot shall have an easement over and upon the Lot adjoining said side boundary as is reasonably necessary for the construction and maintenance of said building and an easement of encroachment over said adjoining Lot to the full extent that the roof or any other part of said building shall encroach over the boundary of said adjoining Lot.

Section 3. The easement area of each Lot and all improvements on it shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible. Planted or paved areas which are disturbed by utility provider or public authority shall be reasonably restored when the purpose of the disturbance is accomplished.

ARTICLE XI
AGRICULTURAL COVENANTS

Section 1. Lot Owners are advised that agricultural activities are conducted in the immediate vicinity which may produce odors, noise, dust and involve the utilization of herbicides and pesticides which can have an effect on this property.

Section 2. Any authorized representative of any governmental agency shall have the right at any reasonable time to inspect the grounds and garden of any lot for disease harboring plants, shrubs or trees and, if found, to dispose of same.

Section 3. Each lot owner shall control or eliminate, to the extent reasonably possible, any noxious weeds, as designated by state or federal law, growing upon the property.

ARTICLE XII
GENERAL PROVISIONS

Section 1. Enforcement. 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. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to so there-after. Any court finding violations of any covenant shall have in addition to the foregoing remedies, the right to require abatement of the violation including removal of any structure or improvements, at the expense of the owner of the lot or lots on which the violation occurs. Further, the County of Flathead is hereby given the right to enforce any or all of the covenants and conditions herein as a party in interest. However, the County of Flathead shall not be subject to assessment for any costs whatsoever for the operation, maintenance, repairs, taxes or any other costs of any of the lots or parcels or Common Area within said Subdivision. The party ultimately prevailing in any such action described in this Section (as evidenced by a final judgment for which no appeal is taken) shall be entitled to any award of reasonable attorneys' fees incurred in connection with the bringing of or defense of such action.

Section 2. In addition to the means of enforcement of covenants, conditions, restrictions and architectural controls provided in this Declaration, all covenants, conditions, restrictions and architectural controls applicable to Eagle Bend may be enforced as follows:

a. The Board of Directors of the Association may impose fines upon Owners for violations. The Board may delegate this authority in part to the Architectural Control Committee for matters within the scope of its authority. The Board shall retain authority to impose fines for all other matters not within the authority of the Architectural Control Committee. As the term "Board" is used in the following subsections, the term shall mean either the Board or the Architectural Control Committee as the case may be.

b. Prior to the imposition of a fine, the Board or its agent shall give the Owner in question written notice of the violation and intended amount of the fine, and the notice shall provide, as determined by the Board, a period of one to fifteen days' opportunity, after receipt of the notice, to correct the violation to avoid the fine.

c. If the violation is remedied within the one to fifteen day period, no fine shall be imposed. If the violation is not corrected within the one to fifteen day period, the Board may, but is not required to, impose a fine, using the procedures set forth below.

d. The Board may impose fines ranging from one hundred dollars ($100) to one thousand dollars ($1,000) for violations continuing on or after the expiration of the stated opportunity for remediation. Each separate day of a continuing violation may be considered a separate violation. Imposition of a fine shall be serviced by an agent of the Association, by mailing a notice by regular mail and, at the same time, also by certified mail, return receipt requested,

to all Owners of the Lot in question. In determining the appropriate amount of a fine, the Board shall consider, among other factors:

i. Whether the violation threatened the health or safety of anyone,
ii. Whether the violation involved physical damage to property of another, to Common Areas, or to the environment,
iii. The cost of remedying the violation,
iv. Whether the Owner has been previously warned in writing or fined for the same or substantially similar violations, and
v. Whether the violation was the result of an intentional act or omission, or, instead, a negligent act or omission.

e. The notice of imposition of fine shall also give the Owner in question at least seven (7) days notice of the next meeting of the Board at which the Owner may appear to appeal the determination of violation and the fine or amount of the fine. The Owner may appear in person, by agent or by written communication. At this meeting, the Board will hear statements from the Owner in question and other Owners. The Board shall decide the appeal by the end of the meeting.

f. If a fine is neither paid nor appealed within seven days of the receipt of notice by the Owner, then the fine shall be a lien upon the Owner's Lot. The Board may cause notice of the lien to be filed against the Owner's Lot for the amount of the fine, plus the cost of filing the lien. If the Owner appeals from the Board's notice, no lien shall be filed until the Board hears the appeal.

g. The Board shall keep a written record of all notices sent, all appeals, and the disposition of each.

h. The Owner and the Board may each be represented by an attorney at all hearings on the violation.

i. If the Owner wishes to appeal the Board's decision after the Board's hearing of the Owner's appeal, the Owner shall, in writing, request binding arbitration by a single arbitrator to be agreed upon by the parties. If the parties cannot agree upon an arbitrator, each side shall nominate two Flathead County residents, one of whom shall be chosen by lot.

j. The arbitrator may decide whether a fine may be imposed and is appropriate and whether the amount of the fine is appropriate and fair. The arbitrator may tax his fees to one party or both, considering that the prevailing party shall be entitled to reimbursement of arbitrator fees from the other party. To insure that the arbitrator is paid, the parties shall be jointly and severally liable to the arbitrator for his fees, regardless of whom the arbitrator taxes with his fees. If a party pays that portion of the arbitrator's fees taxed to his opponent, then the taxed party shall reimburse the paying party within five days of demand.

k. If, after an appeal, the fine or any portion thereof has not been canceled and remains unpaid, or if the Board has demanded reimbursement of arbitrator fees it paid that were taxed to the Owner, the Board may cause a lien to be filed against the Owner's Lot for the amount of the fine and/or the arbitrator's fees taxed to that Owner, plus the cost of filing the lien.

Section ~~2.~~ 3. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no ~~wise~~ way affect any other provision, which shall remain in full force and effect.

Section ~~3.~~ 4. Amendment.

a. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. An amendment of the plat of the properties recorded in Flathead County, Montana shall not be deemed to be an amendment of this Declaration.

b. This Declaration may be amended by a ballot vote of the Owners at an annual meeting or at a special meeting called expressly for the purpose of voting on amendments. The notice of the meeting shall set forth the full language of the proposed amendment and shall be mailed or delivered to Owners at least sixty (60) days prior to the meeting. Ballots may be cast in person, by proxy, or by mail. In order for any amendment to be effective, the votes representing at least two-thirds of the Lots and Townhouse sites must be cast in favor of the amendment.

c. The amendment(s) shall be effective when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signature and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of two-thirds or more of the Lots and Townhouse sites affirmatively voted for the adoption of the amendment. Neither the ballots nor any other instrument executed by the owners need be recorded.

Section ~~4.~~ 5. Annexation. Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds votes of the members of the Association.

All other parts of the Restated Declaration of Covenants, Conditions, and Restrictions, as previously amended, remain in effect.

DATED this 26th day of March, 2009.

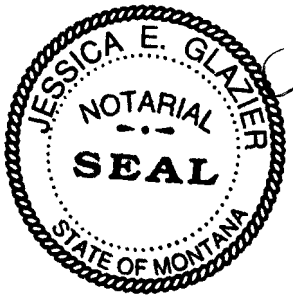
EAGLE BEND HOMEOWNERS' ASSOCIATION, INC.

Susan Kratt, President

Ron Easton, Secretary

STATE OF MONTANA)
:ss.
County of Flathead)

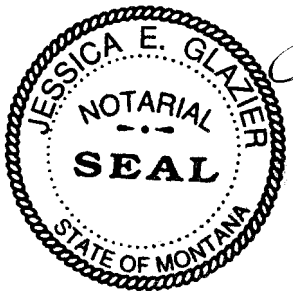
This instrument was signed and sworn to before me on this 26th day of March, 2009, by Susan Kratt as President of Eagle Bend Homeowners' Association, Inc.



Jessica E Glazier
Jessica E. Glazier
(Printed Name)
Notary Public for the State of Montana
Residing at Bigfork, Montana
My commission expires 12/11/2010

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was signed and sworn to before me on this 2nd day of April, 2009, Ron Easton as Secretary of Eagle Bend Homeowners' Association, Inc.



Jessica E Gl
Jessica E. Glazier
(Printed Name)
Notary Public for the State of Montana
Residing at Bigfork, Montana
My commission expires 12/11/2010