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# DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS

## THE LANDING AT SOMERS BAY

### A RESIDENTIAL DEVELOPMENT ON FLATHEAD LAKE'S SOMERS BAY

September 1, 2010

**THIS DECLARATION** of Covenants, Conditions, Restrictions and Reservations is made for the purpose of establishing and governing The Landing at Somers Bay, a new residential development on Flathead Lake near Somers in Flathead County, Montana. The Declaration is made by the owner and developer of the property, Arvest Bank, referred to herein as the "Declarant." The Declaration shall be effective the 1<sup>st</sup> day of September, 2010.

#### RECITALS:

**WHEREAS**, the Declarant is the owner of certain real property situated in Flathead County, Montana, which is more particularly described on **Exhibit A** attached to this Declaration and by this reference made a part hereof. This property is the site of a residential development to be known as "The Landing at Somers Bay" and hereinafter referred to as the "Property;" and

**WHEREAS**, the Declarant desires to subject the Property, together with all the buildings and other improvements now or hereafter constructed thereon, as well as all appurtenances to the Property to this Declaration; and

**WHEREAS**, the Declarant further desires to establish for its own benefit and for the mutual benefit of all future owners of the Property, or any part thereof, certain covenants, conditions, restrictions, easements, rights, privileges, assessments and liens as set forth herein which shall encumber and run with the Property and shall apply to all buildings and other improvements now or hereafter constructed thereon; and

**WHEREAS**, the Declarant intends that the future owners, and all other persons who may acquire an interest in the Property shall at all times hold their interest subject to the burdens of, and enjoy the benefits of, the provisions of this Declaration which is made and recorded in furtherance of establishing an outstanding residential community governed by this Declaration and its rules for the use, occupancy, management and enjoyment of the Property, which rules are designed to protect and enhance the value, desirability and attractiveness of the Property and all buildings and other improvements now or hereafter constructed thereon.

## DECLARATION

**NOW THEREFORE**, as the owner of The Landing at Somers Bay and having devised a plan for the improvement and development of the Property, the Declarant does hereby establish, for the purposes set forth herein, the covenants, conditions, restrictions and reservations under and pursuant to which all Lots within the development shall be enjoyed and improved or sold and Declarant does hereby declare that the Property is and shall be held, transferred, sold and conveyed subject to these covenants, conditions, restrictions, reservations and easements which shall run with the land and which shall be binding upon all Owners of Lots within the development.

### ARTICLE I DEFINITIONS

The following terms, as used in this Declaration, are defined as follows:

1.1 *Articles of Incorporation* shall mean the Articles of Incorporation for the Association.

1.2 *Assessments* shall mean and include (i) Monthly Assessments, as more particularly set forth in Section 4.3 hereof, (ii) Special Assessments, as more particularly set forth in Section 4.6 hereof, and (iii) Individual Assessments, as more particularly set forth in Section 4.7 hereof, which, if not paid by an Owner, may result in a lien against the Owner's Residence.

1.3 *Association* shall mean and refer to The Landing at Somers Bay Homeowners Association, Inc., a Montana not-for-profit corporation, and its successors and assigns.

1.4 *Board of Directors* or *Board* shall mean and refer to the board of directors of the Association which shall be the representative body that is responsible for the administration of the Association.

1.5 *By-Laws* shall mean the By-Laws of the Association.

1.6 *Common Areas* shall mean all real property which is dedicated to the Association or its members by recorded plat or a Supplemental Declaration. The Common Areas shall include Open Space Areas, Common Roads, Surface Water Management System Facilities, community water and septic facilities, walkways, sidewalks, street



lighting, fences, walls, and signage, if any, all of which is designed for the common use and enjoyment of the Owners.

1.7 **Common Expenses** shall mean and refer to the actual and estimated expenses incurred or anticipated to be incurred by the Association in order to discharge its duties and obligations under this Declaration, including any reasonable reserve, as the Board may find necessary and appropriate from time to time.

1.8 **Common Roads** shall mean each road designated for the common use and benefit of the Members to the extent that such roads are located within the Property.

1.9 **Declarant** shall mean and refer to Arvest Bank and its transferees, by specific written assignment, acting pursuant to this Declaration. It shall not include any person or entity who purchases a Lot, unless such purchaser is specifically assigned some or all rights of Declarant by a separate, recorded instrument.

1.10 **Guest** shall mean any person who is physically present in, or who occupies a Residence at the invitation of the Owner without the payment of consideration or rent.

1.11 **Ingress/Egress Easement Area** shall mean those areas designated on the Plat as ingress and egress easements.

1.12 **Institutional Mortgagee** shall mean and refer to the holder of a first mortgage against a Residence which holder is a bank, savings and loan association, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration or any agency of the United States of America, and their successors and assigns, or any entity recognized in the community as an institutional lender.

1.13 **Lease** shall mean the grant by an Owner of a temporary right of use of the Owner's Residence for valuable consideration.

1.14 **Lot** shall mean a platted lot as shown on a Plat, together with the improvements, if any, located thereon.

1.15 **Monthly Assessment** shall mean and refer to monthly assessments levied on all residences (as more fully described in Section 4.3 hereof) subject to assessment under this Declaration, to fund Common Expenses for the general benefit of all Residences.

1.16 **Occupant** shall mean any person who is physically present in a Residence on two (2) or more consecutive days, including staying overnight.

1.17 **Open Space Areas** shall mean open areas within the Property as shown and designated on the Plat as "open space."

1.18 **Owner** shall mean and refer to the record Owner, whether one or more persons or entities, of the title to any Lot and the improvements located thereon, but shall not mean or refer to any mortgages, unless and until any such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.



1.19 **Plat** shall mean and refer to each plat of the Property, recorded in the public records of Flathead County, Montana.

1.20 **Primary Occupant** shall mean the natural person approved for occupancy when title to the Residence is held in the name of a trustee, a corporation, or other entity which is not a natural person, or the person designated as the "Primary Occupant" in the case of co-ownership of a Residence.

1.21 **Property** shall mean and refer to the certain real property described in **Exhibit A** attached hereto and incorporated herein, known as The Landing at Somers Bay and such additions thereto as may hereafter be brought within the jurisdiction of the Association and made subject to this Declaration.

1.22 **Residences(s)** shall mean the Lot and the single-family dwelling constructed thereon.

1.23 **Supplemental Declaration** shall mean an amendment or supplement to this Declaration filed pursuant to Section 14.5 which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

1.24 **Surface Water Management System Facilities** shall mean and refer to the surface water management system facilities for the Property including, but not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands, and any associated buffer areas, and wetland mitigation areas.

1.25 **Turnover of Control** shall mean the date within three (3) months after the Declarant has sold all of the Lots, whereby the Declarant shall cause enough members of the Board of Directors appointed by the Declarant to resign such that the Owners shall thereafter be in a position to elect a majority of the members of the Board of Directors.

1.26 **Water System** shall mean the community water supply system and all related facilities for the supply of potable water to the Residences as described in Article VII.

## ARTICLE II PROPERTY

**SECTION 2.1 Description of the Development:** The real property which is the subject of this Declaration and which shall be held, transferred, sold and conveyed subject to the covenants, conditions, restrictions, easements and reservations set forth herein, as it is presently configured, consists of twelve (12) Lots and is situated on Somers Bay of Flathead Lake near the town of Somers in Flathead County, Montana. The Property is known as The Landing at Somers Bay and is more particularly described on **Exhibit A** which is attached hereto and by this reference made a part hereof, and is referred to herein as the "Property."



### ARTICLE III PROPERTY RIGHTS

**SECTION 3.1 Common Areas:** Declarant hereby grants a nonexclusive easement to each Owner in and to the Common Areas, together with a nonexclusive easement of ingress and egress over the Common Roads, which right and easement of enjoyment shall be appurtenant to and shall pass with title to every **Residence** subject to the following provisions:

a. The right of the Association to charge all Owners reasonable fees for the upkeep, maintenance and repair of the Common Areas and Common Roads including all equipment and **improvements** situated upon the Common Areas.

b. The right of the Declarant to dedicate, transfer or grant an easement or other property rights to all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as it may deem appropriate, and with respect to the Water System, subject to the limitations of Article VII of this Declaration and Montana laws and regulations relating to such systems.

c. The right of the Association to adopt, modify, amend and enforce reasonable rules and regulations relating to the use and enjoyment of the Common Areas.

d. Easements for ingress and egress and right-of-way are reserved for pedestrian traffic over, through, on and across all Common Areas and upon all sidewalks, paths, walkways, lanes, and roads, as the same from time to time exist upon the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as from time to time may be installed for such purposes.

e. There shall be an easement for encroachment in favor of the Owners and the Association where any portion of the Common Areas encroaches upon any portion of a Lot.

f. The right of Declarant to sell, convey, transfer or encumber any part of the Common Areas to or for the benefit of any third party, including, without limitation, the right to convey minor portions thereof to any Owner in order to resolve setback violations, minor encroachments or similar matters; and

g. Any portion of the Property which is designated as open space, landscape, buffer, preserve area, or words of similar import on any plat, declaration of restrictions, site plan, permit or other document shall be preserved and maintained by the owner of such land as such open space. If such land or an easement over such land has been conveyed or dedicated to the Association, the Association shall preserve and maintain such land. No development may occur on such land, except structures and improvements which promote the use and enjoyment thereof for open space purposes.



**SECTION 3.2 *Ingress/Egress Easement Area Easements:*** Each Owner of a Lot that comprises a portion of or that is contiguous to an Ingress/Egress Easement Area, shall have a non-exclusive perpetual easement for ingress and egress, and the use and maintenance of drainage and utility facilities and structures on, over, across, under and through such Ingress/Egress Easement Area, together with a non-exclusive perpetual easement for the use and enjoyment of such Ingress/Egress Easement Area.

**SECTION 3.3 *Delegation of Rights:*** Any Owner may delegate, in accordance with and subject to the By-Laws and this Declaration, his right of enjoyment to the Common Areas and facilities to the members of his family, his Guests, his tenants, invitees or contract purchasers who occupy the Owner's **Residence**.

**SECTION 3.4 *Judicial Partition:*** There shall be no judicial partition of the Common Areas, nor shall Declarant, any Owner, or any other person acquiring any interest in the Property or any part thereof seek judicial partition thereof.

**SECTION 3.5 *Drainage Utility Easements:*** Within the easements for installation and maintenance of utilities and any drainage facilities, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage within the easements.

**SECTION 3.6 *Sewer and Septic Infrastructure:*** Any sewer and septic infrastructure serving the development which is not the property of the Lakeside Sewer District shall be owned by the Declarant until the ownership of the sewer and septic infrastructure and other Common Areas is transferred to the Association at the time of Turnover of Control. In any event, ownership of the sewer and septic infrastructure shall vest at all times with a person or entity meeting the requirements of § 76-6-126, MCA.

#### ARTICLE IV COVENANTS FOR ASSESSMENTS

**SECTION 4.1 *Obligation to Pay Assessments:*** In addition to all other covenants for Assessments contained herein, each Owner, by acceptance of title to their Residence, covenants and agrees to pay, as a part of the Monthly Assessment, the Owner's proportionate share of all fees incurred by the Association under one or more agreements that the Association may from time to time enter into for the provision of maintenance, cleaning, and other services to the Owners and occupants of the Residences at The Landing at Somer's Bay. Such fees shall be incurred by the Association and included in each Owner's Monthly Assessment regardless of the amount of or frequency with which a particular Owner utilizes such services.

**SECTION 4.2 *Assessments:*** Subject to the provisions of Article V, the Owner of any Residence (by acceptance of title thereto, whether by deed, devise or inheritance, regardless of whether it shall be so expressed in any such deed or other conveyance), including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association Monthly Assessments or charges and any Special Assessments or Individual Assessments to be fixed, established and collected from time to time as hereinafter provided. All such Assessments, together with interest thereon from thirty (30)



days after the due date at the highest rate as allowed by law, costs of collection and reasonable attorneys' fees, shall be a charge on the **Residence** and shall be a continuing lien upon the **Residence** against which each such Assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or services, or otherwise.

**SECTION 4.3 Monthly Assessments:** The Monthly Assessments levied by the Association shall be collected by the Board and shall be used for the purpose of management, provision of services, maintenance and repair in a manner consistent with the maintenance standards of The Landing at Somers Bay, and to promote the health, safety and welfare of the Owners, including, but not limited to, the following:

- a. Payment of all provider fees incurred by the Association under one or more agreements that the Association may from time to time enter into for the provision of maintenance, cleaning, and other services to the Owners.
- b. Improvements, maintenance and repair of the Common Areas, including, but not limited to, the cost of maintaining:
  1. All Common Roads, streets, driveways, parking areas and sidewalks, to the extent that such improvements are a part of the Common Areas and Lots;
  2. All landscaped areas including lawns, shrubs, trees and other planting located on Common Areas and Lots;
  3. All equipment and facilities owned by or acquired by the Association located on the Common Areas or recreation areas, if any, and Lots;
  4. Fences, bulkheads, signs, street lights and fountains located on the Common Areas and Lots, if any;
  5. Operation, maintenance and repair of the Water System which serves the Property;
  6. Operation, management and repair of any sewage and septic infrastructure serving the Property;
  7. Operation and maintenance of any noxious weed control program;
  8. Painting and general upkeep of bulkheads, fences and entry gates that are part of improvements constructed on the Common Areas and Lots;
  9. Maintenance or repair of any automatic entry system or gates



into the Property, electrical lighting, and other necessary utility services for the Common Areas, and non-potable water to service the sprinkler system in the Common Areas and on the Lots;

- c. Routine maintenance and repair of the exterior of the Residences including, but not limited to, painting and pressure washing;
- d. Hiring professional advisors, management companies, service providers and payment of management and service fees and charges;
- e. Hazard insurance covering the full insurable replacement value of the Common Areas with extended coverage;
- f. Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees, or tenants of any Owner arising out of their occupation or use of the Common Areas. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association;
- g. Hazard insurance covering the full insurable replacement value of the Residences, excluding any contents or other personal property of an Owner.
- h. Worker's compensation insurance to the extent necessary to comply with Montana law, and any other insurance deemed necessary by the Board;
- i. Acquisition of equipment for the Common Areas as may be determined by the Board, including without limitation, all equipment and personnel necessary or proper for use or maintenance of the Common Areas;
- j. Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes or Assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board for the maintenance of the Common Areas, for the benefit of the Owners, or for the enforcement of this Declaration;
- k. Establishment of reserve accounts for capital expenditures and deferred maintenance for the Common Areas;
- l. Payment of real property taxes, personal property taxes and other Assessments levied against the Common Areas;
- m. Improvement, maintenance and repair of any portion of a Lot which is the responsibility of the Association pursuant to the terms of this Declaration.
- n. Directors and officers liability insurance, if available at rates acceptable to the Board.





**SECTION 4.4 *Lawn and Landscaping:*** In addition to maintenance of the Common Areas, the Owners shall be assessed by the Association for the regular maintenance of the lawn and landscaping on their Lots. The lawn and landscaping Assessments shall be considered a part of the Monthly Assessment. Also included in the Monthly Assessments of the Association shall be Assessments for minor repair and maintenance of any pathways on the Lots from the Residences to the roadway providing access to such Residence. The determination of what constitutes a “minor” repair or maintenance item shall be at the sole discretion of the Board.

**SECTION 4.5 *Insurance:*** The Association shall be required to obtain, and maintain, “All Risks” insurance for all of the Common Areas in an amount equal to one hundred percent (100%) of the full replacement value of the Common Areas, without deductions for depreciation.

**SECTION 4.6 *Special Assessments:*** In addition to the Monthly Assessments, the Association may levy in any assessment year Special Assessments, applicable to that year only, for reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board, including the necessary fixtures and personal property related thereto, the acquisition of property by the Association, the cost of construction of capital improvements to the Association Property and Common Areas, including the Water System, the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the Water System, and necessary fixtures and personal property related thereto, the expense of indemnification of each director and officer of the Association, any other valid expenses deemed necessary by the Board, or for any other expenditure approved by the Board, including to cover unbudgeted expenses or expenses in excess of those budgeted. All Special Assessments shall become due and payable upon reasonable terms and conditions as promulgated by the Board upon levying the Special Assessment.

**SECTION 4.7 *Individual Assessment:*** In addition to the Monthly Assessments and Special Assessments, the Association may levy an Individual Assessment, against one or more Residences, for Water System costs as defined in Article VII, extraordinary maintenance, reconstruction, or repairs to a Residence that are undertaken by the Association pursuant to this Declaration. All Individual Assessments shall become due and payable upon reasonable terms and conditions as promulgated by the Board upon levying the Individual Assessment.

**SECTION 4.8 *Apportionment of Assessments:*** All Monthly Assessments and Special Assessments for items pertaining to the Common Areas and Association maintenance responsibilities shall be determined pursuant to the formula set forth below:

a. **All Residences:** For Monthly Assessments that are applicable to all Residences:

$$(1 / \text{Total Number of Residences}) \times (\text{Total Amt. Assessed} / 12) = \text{Residence Monthly Assessment}$$

**SECTION 4.9 *Determination of Assessments:*** The Board shall determine the amount of Assessments as set forth herein:



a. **Monthly Assessments:** The Board shall determine the amount of Monthly Assessments at the annual budget board meeting as set forth in the By-laws. The amount of the Monthly Assessments shall be determined by calculating the estimated cost of the items set forth in Section 4.3 hereof for the year following the meeting. Within fourteen (14) days of the meeting or as soon thereafter as is reasonably practical, the Board shall deliver the invoices for the next year's Monthly Assessments to the Owners and the Owners shall pay the Monthly Assessments on or before the due dates set forth therein. At each annual budget meeting, the Board shall make an accounting of the difference, if any, between the amount of Monthly Assessments levied for the preceding year and the actual cost incurred for the items for which the Monthly Assessments were levied. In the event of a surplus, the Board shall provide a credit to each Owner against the next year's Monthly Assessments equal to the *pro rata* share of the surplus actually paid by the Owner. In the event of a deficiency, the Board shall invoice each Owner for the Owner's *pro rata* share of the deficiency, which shall be payable according to the terms set forth in the invoice.

b. **Special and Individual Assessments:** The Board may determine the amount of and levy Special Assessments and Individual Assessments at any board meeting. Within fourteen (14) days of the meeting, the Board shall deliver the invoices for the Assessments to the affected Owners. The Owners shall pay the invoice on or before the due dates set forth therein. If the amount of the Assessment exceeds the cost of the services for which it was levied, the Owner shall receive a refund of the difference from the Association. If the amount of the Assessment does not exceed the cost of the services for which it was levied, the Owner shall pay the Association the difference.

**SECTION 4.10 *Payment of Monthly Assessments:*** The Monthly Assessments for which provision is herein made shall be paid monthly, in advance, unless otherwise determined by the Board. The first Monthly Assessment shall be adjusted according to the number of months remaining in the fiscal year. Notwithstanding the foregoing, Owners may pay the Monthly Assessments in advance in quarterly, semiannual or annual installments if so desired.

**SECTION 4.11 *Right to Lien:*** If any Assessments are not paid within thirty (30) days from their due date as determined by the Board pursuant to this Declaration, the Association may, at any time thereafter, record a lien against said Residence in the public records of Flathead County, Montana, and bring an action to foreclose the lien in a like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such Assessment the cost of any such action (including reasonable attorneys' fees), and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and reasonable attorneys' fees to be fixed by the Court, together with costs of the action.

**SECTION 4.12 *Priority of Lien:*** Liens for delinquent Assessments shall be effective as of the date of recording the claim of lien in the public records of Flathead County, Montana, and shall be prior to and superior to the creation of any homestead status on the property and any subsequently recorded liens or encumbrances.



**SECTION 4.13 Subordination of Lien to Mortgage:** The lien of the Assessments for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to an Institutional Mortgagee, unless the claim of lien is recorded prior to the mortgage. Such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Residence(s) pursuant to a decree of foreclosure and in any other transfer or proceeding in lieu of foreclosure, and shall not relieve any Lot(s) from liability for any Assessments thereafter becoming due or from the lien of any subsequent Assessment.

**SECTION 4.14 Exempt Property:** The following property subject to this Declaration shall be exempted from the Assessment charges and liens created herein:

- a. All property to the extent of any easement or other interest therein dedicated or conveyed to Flathead County and devoted to public use;
- b. All Common Areas; and
- c. All Lots and Residences owned by the Declarant.

**SECTION 4.15 Payment of Deficiency by Declarant:** Notwithstanding any provision of this Declaration or the Association's Articles or By-Laws to the contrary, prior to Turnover of Control, the Declarant shall not be obligated for, nor subject to, any Monthly Assessment for any Residence which it may own, provided the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by Monthly Assessments and the amount received from Owners other than the Declarant in payment of the Monthly Assessments levied against their respective Residences. Such difference, herein called the "deficiency," shall not include any reserve for replacements, operating reserves, depreciation reserves, capital expenditures, service fees or Special Assessments. The Declarant shall not be responsible for any of said reserves, capital expenditures or Special Assessments.

## ARTICLE V MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

**SECTION 5.1 Qualification:** Every person or entity who is a record Owner of a Residence, including Declarant, as long as it owns any part of the Property, shall be a Member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. If any such Owner is not a natural person, the subject entity shall designate a natural person who shall be the Primary Occupant, and such natural person shall exercise the Owner's membership rights.

**SECTION 5.2 Voting:** The members of the Association shall be entitled to vote as outlined in the By-laws. Such votes shall not be divisible. If a Residence is owned by one natural person, his right to vote shall be established by the record title to the Residence. If a Residence is owned jointly by two or more natural persons, that Residence's vote may be cast by any Owner present at the meeting at which the vote is taken. If two or more Owners of a Residence are present and cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose,



except for establishing a quorum. If the Owner of a Residence is not a natural person, the vote of that Residence shall be cast by the Residence's Primary Occupant designated as set forth above.

## ARTICLE VI ASSOCIATION

**SECTION 6.1 *Duties of the Association:*** The Association shall be responsible for maintenance of Common Areas, for repair, maintenance and painting of the exterior of the Residences and any other improvements on each Lot, for maintenance of the lawns and landscaping on the Lots, for repair and maintenance of the paths and sidewalks located on each Lot, for repair, maintenance and replacement of the roof of each Residence, for irrigation, termite and other exterior pest control, and other maintenance responsibilities, as determined by the Board.

**SECTION 6.2 *Authority to Contract for Services by Third Parties:*** In order to fulfill its obligations under this Declaration, the Board shall have the power and authority to execute one or more maintenance or service contracts providing for maintenance and/or other services to Owners, Residences and the Property.

**SECTION 6.3 *Association Intervention:*** In addition to the regular maintenance responsibilities of the Association, if (i) the Owner fails to maintain its Residence according to the approved plans and specifications for the Residence, after thirty (30) days' written notice of such failure, and (ii) additional maintenance is necessary in the opinion of the Board to preserve the beauty, quality and value of The Landing at Somers Bay, the Association may provide additional maintenance that is otherwise the responsibility of the Owner. The costs of such additional maintenance shall be assessed against the respective Residence as an Individual Assessment and shall be a lien on the Residence and the personal obligation of the Owner.

**SECTION 6.4 *Reconstruction:*** In the event that any of the improvements located on any Lot are destroyed or damaged as a result of any cause, including, but not limited to aging, fire, windstorm, flood or tornado, the Association shall cause all debris to be removed and repair or replacement of such improvements to be commenced as soon as reasonably practical after the date of insurance settlement, and diligently pursue completion of the repair or replacement. All such repairs or replacement must be performed in accordance with standards promulgated pursuant to Article IX below.

**SECTION 6.5 *Association's Right to Repair:*** In the event of destruction or damage to any Residence, the Association shall be deemed to have been granted the right for the Owner to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. The Owner shall immediately notify the Association of its election to be responsible for repair or replacement of the improvements. In such case, the Owner shall diligently pursue such repairs and replacement, subject to the right of the Association to intervene if construction is not completed within six (6) months from the date of insurance settlement.

**SECTION 6.6 *Assignment of Insurance Proceeds:*** In the event the Association exercises the rights afforded to it in this Article, the Owner of the subject Lot shall be deemed to have assigned to the Association any right the Owner may have, if any, to insurance proceeds that may be available on account of the damage or destruction of the improvements.

**SECTION 6.7 *Payment of Costs:*** Any and all costs incurred by the Association in effectuating the repair or replacement of damaged or destroyed improvements on a Lot in excess of insurance proceeds received by the Association pursuant to Section 6.6 hereof shall constitute an Individual Assessment against the Owner of that Lot and shall become due and payable by said Owner in all respects, together with interest, reasonable attorneys' fees and costs of collection, as provided for in connection with and under the same terms and conditions as other Assessments of the Association, which Individual Assessment shall be secured by the lien noted in Section 5.11 hereof.

## ARTICLE VII WATER SYSTEM

**SECTION 7.1 *Community Water System:*** The Declarant intends to develop a community water supply system (the "Water System") to serve all of the Lots in the development. All lots in the development shall be required to connect to the Water System, and all water consumed or used on each Lot shall be provided by the Water System. No individual wells shall be permitted on any Lots. Other property developed by the Declarant or an affiliate of Declarant may also be allowed or required to connect to the Water System. Such other properties may include properties added to The Landing at Somers Bay or properties which are not a part of The Landing at Somers Bay, but which are obliged to pay a proportionate share of the cost of operation, maintenance, repair and replacement of the Water System.

**SECTION 7.2 *Facilities Included in Water System:*** The Water System includes the wells, water reservoirs, pump houses, pumps, main water lines and other equipment and facilities for providing a domestic water supply to the Lots and Common Areas. The Water System does not include the service lines running from the Residence located on each Lot to the shut-off valve located near the property line of each Lot.

**SECTION 7.3 *Water System Operator:*** Initially, the Water System will be owned and operated by the Declarant. The Declarant may transfer the Water System to a third party (which may or may not be related to the Declarant). The Declarant may also transfer the Water System to the Association, at the election of the Declarant, in which case the Association agrees to accept and operate the Water System. The owner/operator of the Water System is referred to herein as the "Water System Operator". The Water System Operator shall operate the Water System in accordance with all applicable local, State and Federal laws and regulations. Ownership of the Water System shall at all times vest in a person or entity which meets the requirements of § 75-6-126, MCA. Ownership of the Water System cannot be divided and shall vest in a single entity meeting the requirements of § 75-6-126, MCA. If the operation of the Water System is separated from the ownership of the Water System, the operator cannot acquire an ownership interest in the Water System. The Declarant may form a water district.



**SECTION 7.4 Initial Construction:** The Declarant shall be responsible for the initial drilling of the wells; installation of pumps and equipment; and construction of the water mains, the shut-off valves (curb stops) located at or near the property line of each Lot; and the portion of the service line running between the water main and the shut-off valve. Each Owner shall be responsible for the initial construction of the portion of the service line running from the shut-off valve to the Residence and all other water facilities located on that Owner's Lot, including but not limited to a water meter. All such lines and equipment shall comply with the specifications provided by the Water System Operator. The water meter must be installed in a place which is readily accessible inside the Residence. A digital reader is required and must be installed on the exterior of the Residence. The Water System Operator shall have an easement over each Lot for access, construction, maintenance, repair and replacement of the Water System from the main water lines up to and including the shut-off valve where it is located on the Lot and for other purposes in operating the Water System. No sprinkler system or other type of connection may be connected to the Water System ahead of the water meter.

**SECTION 7.5 Maintenance:** The Water System Operator shall be responsible for maintenance of the Water System. Each Owner shall be responsible for the operation, repair, maintenance and replacement of the portion of the service line running from the shut-off valve to the Residence and all other water facilities located on that Owner's Lot. Each Owner agrees to install, operate, repair, maintain and replace the water facilities for which the Owner is responsible in such a manner as to cause no injury to other property or the overall Water System, and to be in compliance with any rules and regulations adopted by the Water System Operator concerning the Water System. Each Owner shall be responsible for all costs and any damages which originate from the water facilities for which the Owner is responsible, including, but not limited to any water damage to any Residence or other structure.

**SECTION 7.6 Use of Water:** The Water System is intended for domestic household and yard and garden use only, and may not be used for any form of commercial irrigation. Use of water for large swimming pools must be authorized by the Association. No Owner may sell, transport or utilize water from the Water System on any property other than the Owner's Lot (except in the event of an emergency). The Association may use water in connection with its maintenance of the Common Areas or for other purposes. If the Water System has excess capacity, the Water System Operator may deal with the excess capacity in any manner it shall see fit, provided that water service to the development is not unreasonably impaired.

**SECTION 7.7 Water Charges:** The Water System Operator shall have the right to charge fees and assessments and other charges in connection with its operation of the Water System. Such fees, charges and assessments may include a fixed monthly basic charge and/or a charge based upon actual metered usage, and may include amounts budgeted to cover capital expenditures, including replacements and upgrades of capital assets. Any amounts charged or assessed by the operator of such Water System shall be in accord with that which is allowed by Montana law. The Water System Operator will provide the water meter for which there will be a hook-up fee to be determined by the Water System Operator and paid by the Owner. A minimum fixed monthly basic charge will be assessed to each Owner even if no water is used.



**SECTION 7.8 Fees Not Based on Usage:** Water System fees, charges and assessments that are not based upon usage may be charged to a Lot Owner even if the Lot is not yet improved or if the improvement on the Lot is not currently occupied. Lots owned by the Declarant shall not be subject to any Water System fees, charges or assessments, other than fees which are charged with respect to actual usage of water on a particular Lot.

**SECTION 7.9 Collection of Water Charges:** Water System fees, charges and assessments may be collected on a monthly basis. Such charges may become a lien upon a Lot in the same manner as liens for Assessments set forth in Section 5.11, and shall describe the Lot, state the amount of the unpaid fees, charges or assessments and the date such became due. An Owner whose Lot is subject to such lien must pay the amount due, interest at fifteen percent (15%) per annum until paid, costs for preparation of the lien and lien release, and all recording fees before the lien will be released. Such lien may be foreclosed as allowed by Montana law. In the event of litigation, the prevailing party shall be entitled to attorney's fees and costs. In addition, the Water System Operator may terminate water service to any Lot which is delinquent in the payment of water charges, provided that prior written notice of the intent to terminate service is given to the Owner at least thirty (30) days prior to the termination of service.

**SECTION 7.10 Limited Warranty by Declarant:** The Declarant warrants each portion of the Water System for a period of one year from substantial completion of that portion of the Water System. During this warranty period, the Declarant will repair or replace any component of the Water System that is defective. The Declarant's obligation is limited to repair and replacement of Water System components, and the Declarant shall not be responsible for any damage to person or property caused by any such defect, nor for any incidental or consequential damages. In addition, the Declarant hereby assigns all warranty rights that the Declarant may have from any engineers, well drillers, contractors and suppliers ("third-party providers") in connection with the construction of the Water System to the Association. THE LIMITED WARRANTY OF THE DECLARANT AND THE ASSIGNMENT OF ALL WARRANTIES FROM THIRD-PARTY PROVIDERS IS IN LIEU OF AND REPLACES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FROM THE DECLARANT, AND THE DECLARANT MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTY OF ANY KIND CONCERNING THE WATER SYSTEM.

**SECTION 7.11 Dedication of Water System:** The owner of the Water System shall have the power to dedicate or transfer the Water System or, with the approval of the Montana Department of Environmental Quality, any part of the Water System to a private utility company, or to a water district, municipality, public agency, authority or utility authorized to operate a water system, or to the Association. If the Declarant elects to transfer the Water System to the Association, the Association agrees to accept and operate the Water System. No such dedication or transfer shall take place without the consent of the Declarant prior to the Turnover of Control by the Declarant.



## ARTICLE VIII USE RESTRICTIONS

The use of the Residences shall be in accordance with the following provisions.

**SECTION 8.1 *Single Family:*** The Residences shall be used for residential living and for no other purpose. No trade, business, profession or other type of commercial activity may be conducted on or about any Residence.

**SECTION 8.2 *Unauthorized Structures:*** No tents, trailers, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot or the Common Areas without the written consent of the Declarant or of the Board after Turnover of Control by the Declarant.

**SECTION 8.3 *Communication Equipment:*** No aerial, antenna, antenna poles, antenna masts, citizen band or amateur band antennas, or satellite dish shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any Residence or other structure on the Property, without the prior written consent of the Board, which may be granted or denied in the Board's reasonable discretion.

**SECTION 8.4 *Recreational Vehicles:*** No boats, commercial vehicles, trailers, recreational vehicles or other motor vehicles shall be placed, parked or stored upon any Lot.

**SECTION 8.5 *Parking:*** All vehicles must be parked in designated parking areas.

**SECTION 8.6 *Nuisance:*** Nothing shall be done or maintained on any Lot, or the Common Areas which may be or become unsightly or a nuisance to the Owners. In the event of a dispute or question as to what may be or become unsightly or a nuisance, such dispute or question shall be submitted in writing to the Board whose decision shall be dispositive of such dispute or question.

**SECTION 8.7 *Signs:*** No flag or sign of any kind, including "For Sale" signs, shall be displayed to public view on any Lot or Common Area, including flags and signs placed in windows. This paragraph shall not apply to American and Montana state flags, a sign identifying the Residences of The Landing at Somers Bay, street or traffic control signs, or flags and signs placed by the Declarant or the Association as the case may be. After Turnover of Control by the Declarant, Owners may maintain one "For Sale" sign subject to the Board's prior approval.

**SECTION 8.8 *Maintenance:*** No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any Lot, and no refuse or unsightly object shall be placed or allowed to remain on any Lot. Any property, structure, improvement or appurtenance shall be kept in a safe, clean, orderly and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition. All lawns, landscaping and sprinkler systems, to the extent allowed by the Association, shall be installed and maintained in a neat and orderly condition.





**SECTION 8.9 Declarant's Rights:** The sale, rental or other disposition of Residences is essential to the establishment and welfare of the Property as an on-going residential community. In order that the development of the Property be completed and the Property established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Declarant, Declarant's transferees or employees, agents and assigns, contractors or subcontractors, from taking any action they may determine to be reasonable, necessary or advisable for the completion of the work and the sale and establishment of the Property as a residential community, including, but not limited to, constructing, maintaining and operating a construction office and a sales facility or model homes, together with appropriate signage. As used in this Declaration, the words "its transferees" or "Declarant's transferees" specifically exclude purchasers of Lots or Residences.

**SECTION 8.10 Garbage:** No rubbish, trash, garbage or other waste materials may be kept or permitted at the driveway area of any Lot. Waste shall be kept in sanitary containers, which shall be kept in designated trash areas. Sanitary containers may not be placed outside any Residence, except for a reasonable period for refuse pickup to be accomplished.

**SECTION 8.11 Gas Tanks:** Gas tanks shall not be allowed other than portable propane tanks attached to a barbecue grill.

**SECTION 8.12 Fences:** No fences of any kind may be constructed or installed on any portion of any Lot.

**SECTION 8.13 Animals:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. The Owner of each Lot may keep pets of a normal, domesticated, household-type, such as a cat or dog so long as they are kept in strict compliance with all pet ordinances adopted by any governmental authority having jurisdiction over the Property. The pets must be leashed at all times while on any of the Common Areas. No pets are permitted in the recreation areas. Each pet owner shall be responsible for the removal and disposal of their pet's body waste. The Board is empowered to order and enforce the removal from the Property of any pet that becomes a reasonable source of annoyance to other residents. Each Residence is limited to a maximum of one (1) pet.

**SECTION 8.14 Retention Drainage Areas:** No Lot shall be increased in size by filling in any water retention or drainage area on which it abuts. Owners shall not fill, dike, rip rap, block, divert or change the established water retention and drainage areas that have been or may be created naturally, by easement, or by the Declarant.

**SECTION 8.15 Wells:** No wells may be placed, maintained or used on any Lot by an Owner.

**SECTION 8.16 Utility Lines:** All utility lines and lead-in wires, including, but not limited to, electrical lines, cable television lines, telephone lines and water and sewage lines located within the confines of any Lot shall be located underground.



**SECTION 8.17 *Declarant's Right to Intervene:*** In order ensure the health, safety and general welfare of all members of the Association, the Declarant, for itself and for the Association, reserves the right to enter upon any Lot for the purpose of mowing, clearing or cutting underbrush, removing trash which has accumulated, or maintaining the improvements. However, this provision shall not create an obligation on the part of the Declarant to provide such service unless it is required by another provision of this Declaration.

**ARTICLE IX  
ARCHITECTURAL AND BUILDING STANDARDS**

**RESERVED**

**ARTICLE X  
ARCHITECTURAL REVIEW COMMITTEE**

**RESERVED**

**ARTICLE XI  
EASEMENTS FOR MAINTENANCE, CONSTRUCTION AND REPAIR**

**SECTION 11.1 *Access and Repair:*** The Declarant hereby reserves unto itself, its agents, employees, independent contractors, invitees and assigns, and for the benefit of the Association and its respective agents, employees, invitees and assigns, a non-exclusive easement for ingress and egress over every Lot in order to gain access to the Common Areas or in order for the Association to discharge its duties to construct, maintain and repair the Common Areas and Common Roads, and for the purpose of maintaining, to the extent provided herein, the Residences by the Association in a manner consistent with the Association's maintenance obligations of the Common Areas and Residences, together with an easement for the maintenance of sprinkler systems owned or operated by the Association or the Water System Operator.

**SECTION 11.2 *Utilities:*** Each Lot and the Common Areas shall be and hereby are made subject to easements for construction, development, repair and maintenance of utilities, systems and facilities (including, but not limited to, fire and police protection, garbage and trash removal, the Water System and sewage and septic facilities, electric and gas service, drainage and telephone), and roadways. The utility companies and governmental agencies having jurisdiction over utilities and their employees and agents shall have the right of access to any Lot or the Common Areas in furtherance of their responsibilities for such utilities. No structure, planting, fill or other material shall be placed or permitted to remain which may impede or interfere with the use of such easements.

**SECTION 11.3 *Easements of Encroachment:*** There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any encroachment, between each Residence and any adjacent Common Area and between adjacent Residences, due to the unintentional placement or settling or shifting of the



improvements constructed, reconstructed or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, Occupant or the Association.

**SECTION 11.4 *Additional Easements:*** The Declarant reserves the right, for itself and its transferees (as long as Declarant or said transferee owns any Lot) and for the Association, without joinder or consent of any person or entity whatsoever, to create and/or grant such additional easements of construction, maintenance, repair and use of, as an illustration, but not limited to, irrigation, wells and pumps, cable television, television antennas, electric, gas, water drainage or other utility easement, or to relocate any easement in any portion of the property as the Declarant, its transferee, or the Association shall deem necessary or desirable for the proper development, operation and maintenance of the Property, or any portion thereof, or for the general benefit of any Residence, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lot for permitted purposes.

## **ARTICLE XII ENFORCEMENT OF COVENANTS**

**SECTION 12.1 *Enforcement:*** Failure to comply with this Declaration, or with any rules or regulations established by the Board from time to time shall be grounds for immediate action. The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms, or to prevent a violation or breach of any of the covenants or terms set forth herein. The Declarant, the Association, or any Owner may, but shall not be required to, seek enforcement of this Declaration. Any Owner who seeks enforcement of this Declaration shall, by his actions, be deemed to have indemnified the Declarant and the Association from all liabilities resulting from his actions. In an action to enforce this Declaration, the non-prevailing party shall pay to the prevailing party all costs and reasonable attorneys' fees at all trial and appellate levels.

**SECTION 12.2 *Attorneys' Fees:*** If any litigation is commenced by the Association to enforce the covenants and conditions of this Declaration, the Association shall be entitled to reasonable costs and attorneys' fees, including costs and fees of any appeal.

## **ARTICLE XIII TRANSFER OF OWNERSHIP**

**SECTION 13.1 *Transfers of Ownership:*** There shall be no restrictions on transfers of Lots, however, any Owner desiring to sell or otherwise transfer title to his Lot shall give the Association at least seven (7) days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Association may reasonably require. There shall be no restrictions on the mortgaging of Lots. Except as otherwise provided herein, all liens for Assessments as herein provided shall be subordinate to valid mortgages as provided in Section 4.13.



**ARTICLE XIV  
GENERAL PROVISIONS**

**SECTION 14.1 *Duration of Covenants:*** The covenants and restrictions of this Declaration shall run with the title to and encumber the Property, and shall inure to the benefit of and be enforceable by the Declarant, the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a perpetual duration, unless an instrument signed by the then Owners of three-fourths (3/4) of the Lots has been recorded agreeing to change or terminate this Declaration in whole or in part. Violation or breach of any conditions, covenants or restrictions herein contained shall give the Declarant, Association and Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of such conditions, covenants or restrictions and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that the Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Declarant and/or the Association in seeking such enforcement.

**SECTION 14.2 *Eminent Domain Proceedings:*** Any awards for the taking of all or any part of the Common Areas by condemnation or eminent domain shall be used to make the remaining portion of the Common Areas usable in the manner approved by the Board. The balance of such awards, if any, shall be distributed to the Owners in an equal amount for each Lot.

**SECTION 14.3 *Notices:*** Any notices required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the address of the party to which the notice is directed. Notices sent to Owners shall be mailed to the address of such Owner as set forth in the records of the Association. Each Owner is responsible for notifying the Association of any address corrections or changes.

**SECTION 14.4 *Savings Clause:*** Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**SECTION 14.5 *Amendment of Declaration by Declarant:*** The Declarant reserves the right unilaterally to amend this Declaration and to do so at any time or times upon such conditions, in such form and for such purposes as it shall, in its sole discretion, deem appropriate by preparing and recording amendments hereto; provided, however, that this right of unilateral amendment shall expire upon Turnover of Control. Declarant's rights shall include, without limitation, the right to amend this instrument at any time prior to Turnover of Control in order to correct any errors or omissions, or the dimensions of any Lots or Common Areas not previously conveyed, as long as any such amendment does not purport to limit or alter the rights afforded any Owners then holding title to Lots, purport to change the dimensions of any Lot or Common Areas previously conveyed, or purport to restrict the integrity of the lien of any Institutional Mortgagee on any previously conveyed Lot. Unless another effective date is specified, any amendment shall relate back to and become effective as of the date of recording of this Declaration, and all Owners, by



acceptance of their deed, agree to be bound not only by the terms and conditions of this Declaration, but all amendments hereto, regardless of when such amendments are made.

After Turnover of Control, this Declaration may be amended at any time upon the execution and recordation of an instrument evidencing the adoption of the amendment by Owners holding not less than three-fourths (3/4) of the Lots.

**SECTION 14.6 Release or Addition of Property:** Notwithstanding any of the provisions contained in this Declaration, Declarant or its transferees shall not be obligated to develop all of the Property submitted to this Declaration, and Declarant may, in its sole discretion, add to or release any of the property submitted in this Declaration from the terms and conditions hereof, except any properties conveyed to the Association or Owners, provided, however, that this unilateral right to release shall expire upon Turnover of Control by the Declarant. Such addition or release shall be made by the Declarant filing in the public records of Flathead County an amendment to this Declaration providing for the addition or the release of the property from this Declaration. Such amendment shall include any provisions necessary to assure that the property being added to or released from this Declaration shall be entitled to use the roads, water, sewer, irrigation, telephone, cable television, water management and all other infrastructure serving The Landing at Somers Bay, which the Declarant determines is necessary for the development of the property removed from or added to the Declaration. Such amendment need only be executed by the Declarant and shall not require the joinder or the consent of the Association or its members.

**SECTION 14.7 Declarant's Sales Center:** As long as the Declarant owns any portion of the Property, Declarant shall have the exclusive right to maintain a sales center, model homes or signs on the Property.

**SECTION 14.8 Construction:** This Declaration shall be construed pursuant to the laws of the State of Montana and shall be binding upon the heirs, successors and assigns of the Declarant and all Owners, and time is of the essence in complying with this Declaration. This Declaration should be broadly construed to accomplish its intended purpose to promote a high quality, well maintained development in harmony with its surroundings and the natural environment, particularly Flathead Lake. Whenever the singular is used in this Declaration, it shall include the plural and the singular, and the use of any gender shall include all genders.

**SECTION 14.9 Conflict:** In the event of a conflict between this Declaration, the Articles of Incorporation for the Association, or the By-Laws for the Association, then the documents shall prevail in the following order: (i) the Articles of Incorporation for the Association; (ii) the By-Laws of the Association; and (iii) this Declaration.

**SECTION 14.10 Effective Date of Declaration:** This Declaration shall become effective upon its recording in the public records of Flathead County, Montana.



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

ARVEST BANK

By *Rick P. Bartley*  
Rick P. Bartley

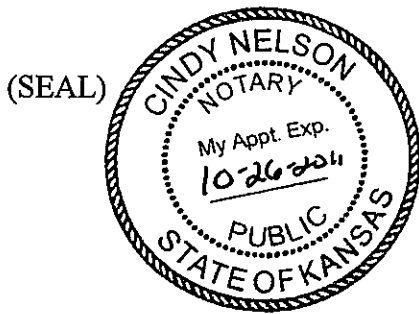
Its *Senior Vice President*

STATE OF KANSAS )  
County of *Johnson* ) :SS

On this *30<sup>th</sup>* day of *August*, 2010, before me, the undersigned, a Notary Public for the State of Kansas, personally appeared Rick P. Bartley, known to me to be the *SVP* of Arvest Bank, the Declarant herein and acknowledged to me that he executed the same.

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

*Cindy Nelson*  
(Signed name)  
*Cindy Nelson*  
(Written name)  
Notary Public for the State of Kansas  
Residing at: *Overland Park KS*  
My Commission Expires: *10-26-2011*



# EXHIBIT "A"

## TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS

### THE LANDING AT SOMERS BAY

September 1, 2010

(Legal Description for Property)

Parcel A of Certificate of Survey No. 16030, located and being in Government Lot 4 and the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 26, Township 27 North, Range 21 West, P.M.M., Flathead County, Montana.

And

Tract 1 of Certificate of Survey No. 17304, located and being in Government Lot 4 of Section 26, Township 27 North, Range 21 West, P.M.M., Flathead County, Montana.



Paula Robinson, Flathead County MT by SS

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