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Return To:
Aaron Menegazzi
P.O. Box 9186
Kalispell, MT
59904



200700036342 Fees: \$44.00 by: DD
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Date 11/30/2007 Time 12:02 PM Page: 1 of 4
Paula Robinson, Flathead County Montana

DECLARATION OF COVENANTS AND WELL AND ROAD AGREEMENT

KNOW ALL MEN:

Aaron D. Menegazzi a/k/a Aaron D. Menegazzi of 101 Hemler Creek Rd. Kalispell, MT 59901, hereafter referred to as OWNER, hereby impose upon that tract of land owned by him and more particularly described below and known as the Encumbered Tract, the following Covenants, conditions and restrictions, which shall inure to the benefit of himself and the owner of the "Benefitted Tract" as described below.

Further, Owner joins with Stevyn J. Voyles Menegazzi, his wife of the same address, and owner of the Benefitted tract in the making of the road agreement contained herein.

The covenants and agreements made herein are consideration for each other.

PROPERTIES

ENCUMBERED TRACT: A tract of land located in Government Lot 7 of Section 26, Township 29 North, Range 20 West, P.M. M., Flathead County Montana being described as Parcel 2 of Certificate of Survey 18051, records of Flathead County, Montana, which combined parcel A of Certificate of Survey 18051 with Parcel 1 of Certificate of Survey 17847, records of Flathead County, Montana.

BENEFITTED TRACT: A tract of land located in Government Lot 7 of Section 26, Township 29 North, Range 20 West, P.M. M., Flathead County Montana being described as Parcel 1 of Certificate of Survey 18051, records of Flathead County, Montana, which was originally Parcel 4 of Certificate of Survey 17847 but from which parcel A of Certificate of Survey 18051 was removed.

I. COVENANTS

Therefore, OWNER does hereby place the following Covenants upon the Encumbered Tract:

USE OF PREMISES

1. The ENCUMBERED TRACT may not be further divided and may not be rented or leased for periods of this less than 30 days. In furtherance of this provision, no easements may be granted across the Encumbered Tract for lake access for any other lot except as stated herein.
2. Within the Encumbered Tract, boats and recreational vehicles must be garaged or screened so they are not visible from the Benefitted Tract or the roads in "off-season" and when not in use over 1 month.

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3. Within the Encumbered Tract, pets must be fenced and/or walked on leash. Pets may be on lakeshore without leash when properly supervised and under voice control.
4. The Encumbered Tract shall be used for a single family dwelling and any use for a traffic generating business is specifically prohibited.
5. Within the Encumbered Tract, the use of Mercury Vapor or similar lighting and the use of bulbs in excess of 60 watts for exterior or outside lighting after sunset is prohibited.
6. Within the Encumbered Tract, any propane tank(s) shall be shielded from view from the Benefitted Tract or the roads.
7. Once the gate discussed in the road section, below, is installed and a house is completed on the Encumbered Property, the owner of the Encumbered Property shall fence south-eastern property line to discourage trespassers but the owner of the Encumbered Property does not necessarily need to fence to water. Stevyn J. Voyles Menegazzi or her heirs or assigns shall then fence opposite property line (enough to discourage trespassers as well).

ENFORCEMENT

Owner hereby grants the right to enforce or amend these Covenants to Stevyn J. Voyles Menegazzi and to her heirs, successors and assigns and as an appurtenance to the Benefitted Tract above described. These covenants may be enforced by an action to enjoin, abate or to collect in any Court of law. It is understood, that any violation of the Covenants is to be deemed a nuisance and subject to abatement. Any person taking subject to these Covenants hereby recognizes the same and by accepting and recording a deed hereof accepts to be governed by the same.

BENEFITS

These Covenants are for the benefit all owners of the Benefitted Tract, either in existence now or as later divided and, may be enforced by any one of them. In any action maintained under these Covenants, the Court shall have authority and shall award reasonable attorneys fees to the availing party.

AMENDMENTS

These Covenants may be amended only upon written consent of the Owners of the Benefitted Tract and the Encumbered Tract.

II. WATER WELL AGREEMENT

OWNER AND STEVYN J. VOYLES MENEGAZZI FURTHER, ENTER INTO THE FOLLOWING AGREEMENT REGARDING THAT WELL LOCATED ON THE ENCUMBERED TRACT AND WELL HOUSE LOCATED ON THE BENEFITTED TRACT.

In consideration of the mutual promises made herein, the parties agree and impose upon their PROPERTIES as described above the following agreement:

1. The existing well located on the Encumbered Tract will be shared.
2. The Encumbered Tract shall have the right to use 33% of the water and shall be responsible for the same proportion of the costs of maintaining or replacing the well, pump and other common facilities including the well house located on the Benefitted Tract.
3. The owner of each property will bear the cost of repair and replacement of line(s) carrying water to that party's property and lines and equipment located on that party's property which is used for conveying water to that property only.



4. Each owner of each Property, will be responsible for all costs and expenses related to connecting his/her property to the well, well house and connecting the parties' dwellings on their property.

5. By executing this agreement, the parties hereto mutually conveyance to each other reciprocal easements to and from the well and well house, including easements for use, maintenance, repair and if necessary replacement.

6. This agreement may be amended by the mutual consent of the owners of the Benefitted Tract and the Encumbered Tract.

7. The owner of the Benefitted Tract shall have the responsibility to determine the necessary and reasonable shared costs and shall notify the owner of the Encumbered Tract in writing of that Tract's share. The existing well will be shared. Encumbered Tract's share will be 33% of the water and the same proportion of the costs of maintaining or replacing the well, pump and other common facilities. Each party will bear the cost of repair and replacement of line carrying water to that parties property or line and equipment same on that party's property which is used for conveying water to that property only. Encumbered Tract's owner will be responsible for all costs and expenses related to connecting his property to the well and connecting the same to his home

ROAD AGREEMENT, EASEMENT AND LICENSES

OWNER AND STEVYN J. VOYLES MENEGAZZI FURTHER, ENTER INTO THE FOLLOWING AGREEMENT REGARDING THAT ROAD ACCESSING THE ENCUMBERED TRACT.

1. PURPOSE: STEVYN J. VOYLES MENEGAZZI HEREBY GRANTS AND OWNER ACCEPTS ON THE TERMS STATED HEREIN AN EASEMENT IN LIEU OF ANY EASEMENT IMPLIED BY THE RECORDING OF SURVEYS OR ANY OTHER DOCUMENT, AS DESCRIBED HEREIN.

2. EASEMENT: STEVYN J. VOYLES MENEGAZZI grants to Owner a non exclusive easement over the Benefitted Tract for ingress and egress as shown on Certificates of Survey 18051 and 17847, records of Flathead County, Montana traveling only on the portion going north and south along the boundary of the Encumbered Tract and not the portion traveling in a Northeast direction. The common road shown thereon is known as Hemler Creek Road. This grant is subject to the reservation stated in the next paragraph.

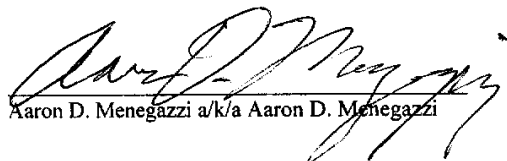
3. RESERVATION: STEVYN J. VOYLES MENEGAZZI reserves and Owner agrees to the reservation stated in this paragraph. STEVYN J. VOYLES MENEGAZZI reserves the right at her expense to install a gate on the said common road. This shall be a solid electrical gate and the cost to maintain and operate the same shall be borne exclusively by STEVYN J. VOYLES MENEGAZZI and her heirs and assigns.

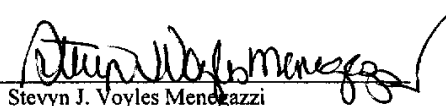
4. RIGHTS OF USE: Stevyn J. Voyles Menegazzi will allow Owner or his heirs, successors or assigns, temporary use of the upper access road while the road to the Encumbered Tract is under construction. Owner and his heirs, successors and assigns will allow Stevyn J. Voyles Menegazzi, her heirs, successors and assigns er use of the current access road to the lakeshore for lakeshore and related road work during the remainder of the year 2007 and during the year 2008.

CONCLUSION

The forgoing shall each run with the land and be binding upon the parties hereto and their heirs, successors and assigns.

Dated this 28 day of November 2007.


Aaron D. Menegazzi a/k/a Aaron D. Menegazzi


Stevyn J. Voyles Menegazzi





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STATE OF MONTANA)

ss.

County of Flathead)

On this 28 day of November 2007 before me, a notary public in and for said State, personally appeared Aaron D. Menegazzi a/k/a Aaron D. Menegazzi and Stevyn J. Voyles Menegazzi, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Print Name: _____
Notary Public for the State of Montana
Residing at _____, Montana
Commission Expires: _____



NOTARIAL SEAL

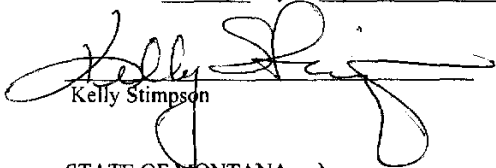
My Comm. Expires: 1-15-2008

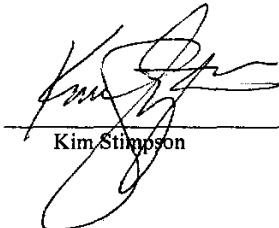
ACCEPTANCE AND ACKNOWLEDGMENT OF RECEIPT

We, the undersigned, Kelly Stimpson and Kim Stimpson of 300 Chapman Lane Bigfork, Montana, state as follows:

1. At the present time we are to become the successors and assigns of Aaron D. Menegazzi with respect to the Encumbered Tract;
2. We have read the forgoing document;
3. We accept the terms thereof as the successors in interest of Aaron D. Menegazzi .

Dated this 29 day of November 2007.


Kelly Stimpson


Kim Stimpson

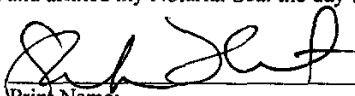
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My Comm. Expires: 1-15-2008