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DECLARATION OF COVENANTS, CONDITIONS EASEMENTS AND RESTRICTIONS FOR OSPREY HOMES AT HARBOR VILLAGE

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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR OSPREY HOMES AT HARBOR VILLAGE

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR Osprey Homes at Harbor Village is made effective this 28th day of July, 2020 by the undersigned owners of property in Osprey Homes at Harbor Village.

RECITALS:

A. Capitalized terms in this Declaration are defined in Article I.

B. Owners are the owners of a certain tracts and Lots of real property located in Flathead County, Montana, more particularly described in Article I hereof as Osprey Homes at Harbor Village.

C. Osprey Homes at Harbor Village possesses great natural beauty and the Owners intend to preserve this natural beauty through the terms of this Declaration. This Declaration is intended to provide comprehensive land planning, preservation of the natural environment and sensitive riparian areas, harmonious and appealing landscaping, improvements, and the establishment of a governing association known as Osprey Homes at Harbor Village. This Declaration is designed to complement local governmental regulations, and where conflicts occur, the more restrictive requirements shall prevail.

D. Each Owner shall be an owner of a Lot as described in Article I and shall be a member of Osprey Homes at Harbor Village.

E. By this Declaration, the Owners intend to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of property in Osprey Homes at Harbor Village, and the interests therein conveyed.

NOW, THEREFORE, it is hereby declared that the following described property in Osprey Homes at Harbor Village, shall be subject to the following Declaration.

ARTICLE I: DEFINITIONS

The following words, phrases or terms used in this Declaration (including that portion hereof headed "Recitals") shall have the following meanings:

1. "Land (Lots and Community Land) Subject to this Declaration" shall mean, refer to, and consist of the following described parcels of real property situated in Flathead County, State of Montana:

   Lot 1, Block 2 of The Harbor Village at Eagle Bend Phase 1, according to the official plat thereof, filed in Official Records of Flathead County, Montana.

   Lot 2 of Block 2 of The Harbor Village at Eagle Bend - Phase 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.

Lot 3 in Block 2 of Harbor Village at Eagle Bend Phase 1, according to the official plat thereof, filed in Official Records of Flathead County, Montana.

Lot 5 in Block 2 of Harbor Village at Eagle Bend Phase 1, according to the official plat thereof, filed in Official Records of Flathead County, Montana.

Lot 7 of Block 2 of The Harbor Village at Eagle Bend - Phase 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.

Lot 8 in Block 2 of Harbor Village at Eagle Bend Phase 1, according to the official plat thereof, filed in Official Records of Flathead County, Montana.

Lot 9 of Block 2 of The Harbor Village at Eagle Bend - Phase 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.

Lot 10 in Block 2 of Harbor Village at Eagle Bend Phase 1, according to the official plat thereof, filed in Official Records of Flathead County, Montana.

Lot 11 of Block 2 of The Harbor Village at Eagle Bend - Phase 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.

Lot 1A of the Amended Plat of Lot1A, of the Amended Plat of Lot 1, Block 2, of the Harbor Village at Eagle Bend –Phase 3 and Lots 2A & 3A, of the Amended Plat of Lots 2 & 3, Block 2, of The Harbor Village at Eagle Bend – Phase 3, according to the official plat thereof, filed in Official Records of Flathead County, Montana.

Lot 3A of The Harbor Village at Eagle Bend Phase 3-A, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Lot 4 of Block 2 of The Harbor Village at Eagle Bend Phase 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.

Lot 4B of The Harbor Village at Eagle Bend Phase 3-B, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Lot 8 of Block 2 of The Harbor Village at Eagle Bend Phase 3, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Lot 6B of The Harbor Village at Eagle Bend Phase 3-B, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Lot 9 of Block 2 of The Harbor Village at Eagle Bend - Phase 3, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Lot 10 in Block 2 of The Harbor Village at Eagle Bend - Phase 3, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Lot 11 in Block 2 of The Harbor Village at Eagle Bend - Phase 3, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Lot 12 in Block 2 of The Harbor Village at Eagle Bend - Phase 3, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Lot 13 in Block 2 of The Harbor Village at Eagle Bend - Phase 3, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Lot 14 in Block 2 of The Harbor Village at Eagle Bend - Phase 3, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Lot 15A of Harbor Village No.6, an amended plat of lots 15 and 16 of Block 2 of the Harbor Village at Eagle Bend Phase 3, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Lot 6A Harbor Village No 1, according to the official plat thereof, filed in Official Records of Flathead County, Montana.

Lot 16A of Harbor Village NO.6, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

2. "Annual Assessments" shall mean the charges levied and assessed each year against each Lot and Owner pursuant to Article VII, Section 2, hereof.

3. "Articles" shall mean the Articles of Incorporation of the Association as the same may from time to time be amended or supplemented.

4. "Assessments" shall mean any of the following: the Annual Assessments and any Periodic Special Assessment.

5. "Assessment Lien" shall mean the lien created and imposed by Article VII.

6. "Assessment Period" shall mean the term set forth in Article VII, Section 5.

7. "Association" shall mean Osprey Homes at Harbor Village, a Montana nonprofit mutual benefit corporation formed to administer and enforce the Covenants and to exercise the rights, powers and duties set forth in this Declaration, its successors and assigns.

8. "Association Land" shall mean such part or parts of Osprey Homes at Harbor Village land, together with the buildings, structures and improvements thereon, which the Association now or hereafter owns in fee or in which the Association now or hereafter has a leasehold interest, for as long as the Association is the Owner of the fee or leasehold interest.

9. "Board" shall mean the Board of Directors of the Association.

10. "Bylaws" shall mean the Bylaws of the Association as the same may from time to time be amended or supplemented.

11. "Community Area," "Community Areas" and "Common Areas" shall mean all Osprey Homes at Harbor Village land which the Owners, by this Declaration or other recorded instrument, make available for general use by Owners, and all land or right-of-way easements within Osprey Homes at Harbor Village, including but not limited to the Roadway System, the foot bridge, walkway and the pavilion, all of which the Association is required to participate in and maintain.

12."Community Expense Fund" shall mean and refer to the fund created or to be created pursuant to the provisions of Article VII of this Declaration to cover the Community Area maintenance expenses and capital expenses which together shall constitute the Community Expense Fund.

13."Community Expense" shall mean and refer to those costs and expenses arising out of or connected with the maintenance and operation of Osprey Homes at Harbor Village Community Areas and will be determined as part of the Annual or Periodic Special Assessments made to Owners.

14. "Community Facilities" shall mean all current community facilities and future improvements, if any, constructed or located on Community Areas.

15. "Covenants" shall mean the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements set forth herein.

16. "Declaration" shall mean this DECLARATION OF COVENANTS, CONDITIONS EASEMENTS AND RESTRICTIONS FOR Osprey Homes at Harbor Village, as amended or supplemented from time to time.

17. "Deed" shall mean a deed or other instrument conveying fee simple title in a Lot.

18. "Design Guidelines" means those design guidelines for development of all the real property subject to the Declaration as established by the Owners and/or the Design Review Committee from time to time. Owners or the Committee reserve the right to modify the Design Guidelines. There is no assurance that such guidelines will not change from time to time.

19. "Design Review Committee" or "Committee" shall mean the Committee created pursuant to Article XI below.

20. "Dwelling Unit" shall mean any building or portion of a building situated upon an Owner's Lot and designed and intended for use and occupancy as a residence by a Single Family.

21. "Dwelling Unit Support Facilities" shall mean those buildings and improvements, including but not limited to sheds, storage facilities and other improvements and facilities which are constructed or utilized by an Owner in conjunction with its dwelling unit and which are located within the Owner's lot.

22. "First Mortgage" means any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

23. "First Mortgagee" means any person named as a Mortgagee under a First Mortgage, or any successor to the interest of any such person under a First Mortgage, which First Mortgage is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

24. "Footbridge" shall mean that certain bridge structure and walkway as shown on the Master Development Plan and/or the Plat extending from Association land over a portion of the canal to land adjoining the canal to the west. The "footbridge" shall be a community area.

25. "Improvements" shall mean the Dwelling Units and all other buildings, outbuildings, walkways, roads, driveways, utilities, exterior lighting, fences, walls, landscaping, fire breaks, trees, signs, fixtures, equipment and other improvements or facilities whether constructed upon a Lot or upon Community Areas.

26. "Canal" shall mean that body of water shown on the Plat and or Master Development Plan which is adjacent to portions of Osprey Homes at Harbor Village, the southerly portion of which is commonly known as Eagle Bend Yacht Harbor. The term "Canal" does not include the Flathead River, the water resources or the offsite water features.

27. "Landscaping" shall mean that portion of the Lot which is improved with lawn, ground cover, shrubbery, trees and the like and which may be complimented with earth berms, masonry, or similar materials, all harmoniously combined with other Improvements.

28. "Lease" shall mean a written lease or sublease for the leasing or rental of a Lot and/or Dwelling Unit.

29. "Lot" shall mean any area of real property within Osprey Homes at Harbor Village designated as a Lot on any recorded Plat. All Water Resources located on a Lot shall be subject to the exclusive control and regulation of the Association as provided for elsewhere herein.

30. "Maintenance Charges" shall mean any and all costs assessed pursuant to Article X, Sections 2 and 3.

31. "Manager" shall mean such person or entity retained by the Board of Directors to perform certain functions of the Board pursuant to this Declaration or the Bylaws.

32. "Member" shall mean any person holding a Membership in the Association pursuant to this Declaration.

33. "Membership" shall mean a membership in the Association and the rights granted to the Owners pursuant to Article VI to participate in the Association.

34. "Mortgage" shall mean any mortgage, deed of trust, or other document pledging any portion of a Lot or an interest therein as security for the payment of a debtor obligation.

35. "Mortgagee" shall mean a beneficiary of a Mortgage as well as a named Mortgagee.

36. "Municipal Authority" shall mean the applicable governmental entity or municipality which has jurisdiction over some part of Osprey Homes at Harbor Village, including but not limited to Army Corps of Engineers.

37. "Municipal Authority Agreement(s)" shall mean any development agreement entered into between the Owners and a Municipal Authority.

38. "Neighboring Property" shall mean property adjacent to the Osprey Homes at Harbor Village.

39. "Owner" shall mean (a) any person(s) or entity(s) who is (are) record holder(s) of legal, beneficial or equitable title to the fee simple interest of any Lot described in Article I Section 1 above, or any Lot which is subjected to these Covenants, Conditions, Easements and Restrictions hereafter, including, without limitation, one who is buying a Lot under a recorded contract, but excluding others who hold an interest therein merely as security and (b) any person(s) or entity(s) entitled to occupy all of a Lot under a lease.

40. "Plat" shall mean any subdivision plat affecting Osprey Homes at Harbor Village filed in the office of the Recorder for Flathead County, Montana, as such may be amended from time to time.

41."Recording" shall mean placing an instrument of public record in the office of the County Recorder of Flathead County, Montana and "Recorded" shall mean having been so placed of public record.

42. "Resident" shall mean:

(a) Each Owner of, and each tenant or lessee actually residing on a Lot, and

(b) Members of the immediate family of each Owner, tenant or lessee referred to in subparagraph (a) actually living in the same household with such Owner, tenant or lessee.

Subject to such rules and regulations as the Association may hereafter specify (including the imposition of special non-resident fees for use of the Community Areas if the Association shall so direct), the term "Resident" also shall include the on-site employees, guests or invitees of any such Owner, tenant or lessee.

43. "Roadway System" shall mean the system of internal and neighboring roadways for Osprey Homes at Harbor Village which have been platted for the Harbor Village Development. The roadways will be not less than twenty-four feet wide and shall comply with the applicable Municipal Authority road standards. The Roadway System is part of the Community Area.

44. "Rules" shall mean the rules for Osprey Homes at Harbor Village, adopted by the Board pursuant to Article V, Section 3 and which shall include, without limitation, rules and regulations pertaining to fire protection of improvements at Osprey Homes at Harbor Village.

45. "Single Family" shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of persons not all so related, who maintain a common household in a Dwelling Unit.

46. "Special Assessment" shall mean any assessment levied and assessed pursuant to Article VII, Section

47. "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall standing on Neighboring Property, on the level of the base of the object being viewed.

ARTICLE II: PROPERTY SUBJECT TO DECLARATION

Section 1: General Declaration Creating Osprey Homes at Harbor Village. The Owners hereby declare that all of the real property within Osprey Homes at Harbor Village which is defined in Article I above is declared and shall be subject to this Declaration for the purpose of enhancing and perfecting the value, desirability and attractiveness of Osprey Homes at Harbor Village, and every part thereof.

Section 2: Association Bound. These Covenants are binding upon and shall benefit the Association, and are binding upon and benefit all Owners, their heirs, personal representatives, successors and assigns.

ARTICLE III: EASEMENTS AND RIGHTS OF ENJOYMENT IN COMMUNITY AREAS AND ASSOCIATION SERVICES

Section 1: Easements of Enjoyment. Subject to the limitations contained in this Article III and elsewhere in this Declaration, every Owner shall have a right and easement of enjoyment in and to the Community Areas which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) Suspension of Rights. The right of the Association to suspend the voting rights and right to the use of the Community Areas by any Member or Guests (i) for any period during which any Assessment against its Lot remains delinquent (ii) for a period not to exceed 60 days for any infraction of this Declaration, the Osprey Homes at Harbor Village Rules or the Design Guidelines, and (iii) for successive 60-day periods if any such infraction is not corrected during any prior 60-day suspension period.

(b) Guest Limitations. The right of the Association to impose reasonable limitations on the number of guests per Member, who at any given time are permitted to use the Community Areas.

(c) Transfer of Association Land. The right of the Association to dedicate or transfer all or any part of the Association Land to any public agency, Municipal Authority or utility for such purposes and subject to such conditions as may be agreed to by the Association. Unless otherwise required by zoning stipulations or any Municipal Authority Agreement with the applicable Municipal Authority effective prior to the date hereof or specified on a Plat, no such dedication or transfer shall be effective unless such action is approved by the Owners of sixty-seven percent (67%) of the Memberships agreeing to such dedication or transfer, except that the Board shall have authority to transfer to such public agencies, Municipal Authority or utilities, easements and rights-of-way which are intended to benefit Osprey Homes at Harbor Village, and which do not have any substantial adverse effect on the enjoyment of the Community Areas by the Members.

(d) Rules. The right of the Association to regulate the use of the Community Areas through the Osprey Homes at Harbor Village Rules. The Osprey Homes at Harbor Village Rules shall be intended, in the absolute discretion of the Board, to enhance the preservation of the Community Areas and the safety and convenience of the users thereof, or otherwise shall serve to promote the best interests of the Owners and Residents. The Osprey Homes at Harbor Village Rules may limit or prohibit the use of certain Community Areas as described in this Article III.

(e) Limited Use Community Areas. The right of the Association to restrict the use of the Community Area to Members of the Association and guests. The Association may establish specific rules and regulations for such limited use.

(f) Municipal Authority Uses. The right of the applicable Municipal Authority and any other governmental or quasi-governmental body having jurisdiction over Osprey Homes at Harbor Village, to access and rights of ingress and egress over and across the Roadway System, any parking area, footbridge and walkway, or open area contained within Osprey Homes at Harbor Village Development, for purposes of providing police and fire protection and providing other governmental or municipal services.

Section 2: Reservation of Rights Regarding Utilities. The Owners and the Association reserve the right to grant non-exclusive and specific, as well as blanket easements, in, on, over, under and through Osprey Homes at Harbor Village property, to private and public utility companies for all utility services and purposes. Each grantee of rights to use a utility easement shall be liable for damage to property or injury to persons arising from any use made by such grantee within the utility easement area to which the grantee has been granted rights. The Association reserves the right to abandon any easement or right of way which is no longer reasonably necessary for the proper functioning of the Osprey Homes at Harbor Village Development.

Section 3: Easements for Encroachments. If any part of the Community Areas encroach upon a Lot, an easement for such encroachment and for the maintenance of the same shall and does exist, provided, however, except as otherwise prohibited or limited in this Declaration, each Owner shall have an unrestricted right of ingress or egress to and from its Lot.

Section 4: Declaration of Use. Each Member shall, in accordance with this Declaration and the Osprey Homes at Harbor Village Rules, and the limitations therein contained, be deemed to have extended its right of enjoyment in the Community Areas to the members of its family, its tenants or lessees, its guests or invitees or to its tenant's family, guests or invitees.

Section 5: Footbridge Maintenance Easement. The Association shall have an easement over the Canal and onto the adjoining property to allow the Association to maintain the Footbridge.

Section 6: Errant Golf Ball Easement. Every Lot and the Community Area is burdened with an easement permitting golf balls unintentionally to come upon such Community Area, Lots and for golfers at reasonable times and in a reasonable manner to come upon the Community Area, or Lot to retrieve errant golf balls; provided, however, if any Lot is fenced or walled, the golfer shall seek the Owner's

permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following Persons be liable for any damage or injury resulting from errant golf balls or the exercise of this easement: the Owners, the Association or its Members (in their capacity as such); any builder or contractor (in their capacities as such); any officer or director of any of the foregoing.

Section 7: Restrictive Easement. The lots on Marina Way and Eagle Bend Drive are subject to a Restrictive Easement recorded March 2, 2000 as Document No. 200006213100, records of Flathead County, Montana, which prohibits construction of any building or structure, excavation or filling, or change in vegetation within twenty (20') feet of the high water level of the canal which travels across said lots.

ARTICLE IV: LOT AND COMMUNITY AREA LAND USE RESTRICTIONS

Section 1: Covenants, Conditions, Easements and Restrictions. The following covenants, conditions, restrictions and reservations of easements and rights shall apply to all Residence Lots, the Owners and Residents, as applicable.

(a) Architectural Control. No improvements (whether temporary or permanent), landscaping, alterations, repairs, excavation, grading or other work which in any way alters the exterior appearance of any property within Osprey Homes at Harbor Village from its natural state existing on the date this Declaration is recorded shall be made or done without the prior approval of the Design Review Committee, except as otherwise expressly provided in this Declaration. No building, fence, wall, Dwelling Unit or other Improvement shall be commenced, erected, maintained, improved, altered or made without the prior written approval of the Design Review Committee. All subsequent additions to or changes or alterations in any building, fence, Dwelling Unit or other Improvement, including exterior color scheme, all changes in the grade of Lots and landscaping shall be subject to the prior written approval of the Design Review Committee. No changes or deviations in or from the plans and specifications once approved by the Design Review Committee shall be made without the prior written approval of the Design Review Committee.

(b) Additional Requirements of Design Guidelines. Notwithstanding the specific enumeration of certain requirements with respect to construction activities with respect to Lots, each Owner shall be subject to all of the Design Guidelines and all requirements of the Design Review Committee.

(c) Use of Contractors and Architects. Owners of Lots shall be permitted to engage a reputable, licensed contractor of their choice to construct a Dwelling Unit on their Lot. The foregoing is subject to approval by the Design Review Committee. The final approval shall require submission of "as built" plans, if requested by the Design Review Committee.

(d) Set Backs. No Dwelling Unit or other structure shall be situated or constructed on any of the Lots except in conformity with the "Set Back" requirements as established by the Flathead County Zoning Regulations which shall be in conformity with any set back lines shown on the Plat.

(e) Fencing. New fencing will require approval by the Design Review Committee and shall be maintained by the owner of the lot. Where limited fencing may be permitted, it is encouraged to be in minimum quantity.

(f) Basements. Due to the elevation of the water table, basements shall not be permitted in any Dwelling Unit.

(g) Structural Fill. In connection with review and approval of construction plans for a Dwelling Unit by the Design Review Committee, each proposed Dwelling Unit must have an engineer's certificate which sets forth the plans for structural fill and addresses compaction issues of the Lot.

(h) Construction Time Period. Following ground breaking with respect to any construction on a Lot, the Dwelling Unit shall be completed within twelve (12) months unless the Design Review Committee alters the time allowance.

(i) Animal Regulations.

(i) No animals, livestock, reptiles, insects, poultry or other animals of any kind, shall be kept on any Lot except that usual and ordinary domestic dogs, cats, fish, and birds inside bird cages, may be kept as household pets on any Lot provided that they are not kept, bred, or raised therein for commercial purposes or in unreasonable quantities or sizes.

(ii) As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per Lot provided the Board may determine in its sole discretion that a reasonable number of pets in a given situation may be more or less than two.

(iii) The Board shall have the right to prohibit the presence or maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any other Owner.

(iv) Animals belonging to Owners, Residents, or their licensees, tenants or invitees, within the Osprey Homes at Harbor Village Development must be kept on a leash held by a person capable of controlling the animal. Leashing an animal to permanent structure such as a stake, tree, rock or structure is prohibited to avoid damage to lawns and landscaping and to insure safe access for landscaping personnel.

(v) Any Owner shall be liable to each and all remaining owners, their families, guests and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon a Lot by such Owner or by such Owner's family, tenants, or guests. Each Owner shall be responsible to clean-up after their animals that have soiled the Property or any public street abutting the Property.

(j) Temporary Occupancy and Temporary Buildings. No trailer, tent, shack, garage or barn, and no temporary building or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of any structure on any property shall be removed immediately after the completion of construction.

(k) Landscaping of Residence Lot. Each Owner of a Residence Lot shall provide Landscaping in connection with construction of its Improvements and shall maintain the Landscaping of the Lot in accordance with the standards of the Design Review Committee. Prior to installing Landscaping, the Owner of a Residence Lot shall submit a written landscaping plan to the Design Review Committee and secure approval of the same. In accordance with the Design Guidelines, each Residence Lot must contain at least six (6) deciduous trees (which may include crab apple, ash, maple, birch, cherry or apple or any other deciduous tree approved by the Design Review Committee) and at least three (3) evergreen trees (which may include fir, spruce, scotch pine, or Austrian pine or any other evergreen approved by the Design Review Committee). No cottonwood trees, aspen or poplar trees may be planted or replaced in Osprey Homes at Harbor Village under any circumstances, provided that any such trees previously planted and currently growing may remain on any lot but may not be replaced by any such tree if the existing tree dies. Thereafter, each Owner shall keep all Landscaping of every kind located on its Residence Lot neatly trimmed, and shall keep all such area properly cultivated and free of trash, weeds and other unsightly material. While lawn seeding may be permitted by the Design Review Committee, sodding is recommended. All Landscaping on Residence Lots must be properly irrigated. Any owner who fails to complete the initial Landscaping within six months of approval of the landscaping plan unless such time frame otherwise extended by the Design Review Committee to account for weather or seasonality or who fails to maintain its Landscaping shall be subject to a Maintenance Charge by the Association to cover the cost of bringing the Lot into compliance with the Landscaping standards. The Association is authorized to take reasonable action to cause the Landscaping to be installed and maintained in accordance with the terms of this Declaration.

(l) Nuisances; Construction Activities: No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or Community Area, and no odors or loud noises shall be permitted to arise or emit there from, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot or Community Area so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Normal construction activities and parking in connection with the building of Improvements on a Lot or Community Area shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots and adjacent streets shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials will be piled only in such areas as may be approved by the Design Review Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Design Review Committee, which may also require screening of the storage areas. The Design Review Committee in its sole discretion shall have the right to determine the existence of any such nuisance.

(m) Diseases and Insects. No Owner shall permit anything or condition to exist upon any Lot which shall induce, breed or harbor infectious plant and animal diseases or noxious insects.

(n) Maintenance and Repair of Improvements on Lots. No Improvements on any Lot shall be permitted to fall into disrepair and each such Improvement shall at all times be kept in good condition and repair

and adequately painted or otherwise finished. In the event any Improvement is damaged or destroyed, then, subject to the approvals required by Subsection 1(a) above, such Improvements shall be immediately repaired, rebuilt or demolished.

(o) Antennas. Except as otherwise permitted by applicable law, no antenna, satellite receiving station or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any Lot, whether attached to a building or structure or otherwise, unless approved by the Design Review Committee. It is recommended that lightning rods be installed on all Dwelling Units and related structures. Satellite receivers must have an enclosure to screen them from view so they are not visible from neighboring properties. Satellite dishes 24 inches (+/-) diameter may be mounted as approved by the Design Review Committee.

(p) Mineral Exploration. No Lot shall be used in any manner to explore for or to remove any oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

(q) Trash Collection and Removal. No garbage or trash shall be placed or kept on any Lot, except in covered containers of a type which are approved by the Design Review Committee. In no event shall such containers be maintained so as to be visible from neighboring property. All rubbish, trash and garbage shall be removed regularly from the Lots by Owners and shall not be allowed to accumulate thereon. Provided, however, the Association reserves the right to contract for garbage pickup either from Lots or from other pick-up locations for all of Osprey Homes at Harbor Village and treat the cost thereof as a Community Expense.

(r) Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot.

(s) Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except (i) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a building, appurtenant structures, or other improvements; or (ii) that which Owners or the Association may require for the operation and maintenance of Osprey Homes at Harbor Village.

(t) Signs. No signs whatsoever (Including, but not limited to political and similar signs) which are visible from Neighboring Property shall be erected or maintained on any Lot except pursuant to the Design Guidelines and except:

(i)Signs required by legal proceedings

(ii)Not more than two (2) identification signs for individual Dwelling Units, each conforming to the Design Guidelines

(iii) Signs (including "for sale" and "for lease" signs) the nature, number and location of which have been approved in advance and in writing by the Design Review Committee

(iv) Political signs no larger than 18" x 24" prior to 15 days before or 15 days after an Election Day.

(u) Restriction on Further Subdivision, Property Restrictions and Rezoning. No Lot shall be further subdivided or separated into smaller lots or parcels by any Owner. And no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner. No further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Design Review Committee and any covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot, and no applications for variances or use permits, shall be filed with a Municipal Authority unless the proposed use of the Lot complies with this Declaration and the Owner obtains the prior written consent of the Design Review Committee.

(v) Combination of Residence Lots. Permission of the Design Review Committee shall be required for residence Lots of Osprey Homes at Harbor Village to be combined for construction of a single Dwelling Unit or any ancillary building(s). The Owner thereof shall be considered to own a single Residence Lot for purposes of this Declaration. All permits required by the Municipal Authority shall be the responsibility of the Owner.

(w) Utility Easements. There is hereby created a blanket easement upon, across, over and under each Lot and the Community Area for ingress to, egress from, and the installation, replacing, repairing and maintaining of, all utility and service lines and systems, including, but not limited to gas, telephone, electricity, television cable or communication lines and systems, etc., as such utilities may be installed. Pursuant to this easement, a providing utility or service company may install and maintain facilities and equipment on the property and affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of Improvements on the Lots. Notwithstanding anything to the contrary contained in this Subsection, no electrical lines or other utilities or service lines may be installed or relocated on any Lot except as initially programmed and approved by the Declarant or the Design Review Committee. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, and cable information highways, shall be erected, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on Improvements or other structures as approved by the Design Review Committee, except for:

(i) Overhead power poles and lines along Holt Drive, and

(ii) Boxes on the ground for electrical or communication connections, junctions, transformers and other apparatus customarily used in connection with such underground lines, wires and other devices, and

(iii) Such above ground electrical apparatus as may be convenient or necessary reasonably on the well sites for the operation of any pumps and wells.

(x) Utility Charges. Each Owner shall pay for all applicable hook-up fees, service charges and other charges on utility services which are separately billed or metered to a Dwelling Unit by the utility or other party furnishing such service. The Association is to pay for all electric, gas, telephone and other utility charges for the Community Areas and Community Area Improvements.

(y) Partition. There shall be no judicial partition of any Lot, the Community Areas or any part thereof, and any person acquiring an interest in a Lot situated in the area known as Osprey Homes at Harbor Village, waives the right to partition the Lot and Community Areas and waives the right to seek partition for the purpose of sale of the Lot and Community Areas or any portion thereof.

(z) Notice of Intended Conveyances. It shall be the duty and responsibility of an Owner who has entered into an agreement to convey a Lot to notify the Association in writing prior to the conveyance being completed:

(i) To facilitate the collection by the Association of any Assessments, fees or other amounts due under the provisions of this Declaration.

(ii) To permit the Association to review its files and to inspect the Lot to assure compliance with this Declaration, the Design Guidelines and the Osprey Homes at Harbor Village Rules.

(iii) To review permits issued by the Association which must be corrected or updated prior to or in connection with the conveyance.

The notice shall state the name and address of the proposed transferee. If the notice required by this Section is not given, the title conveyed shall be subject to all claims and charges of the Association existing prior to the conveyance, whether or not the transferee had actual notice thereof, and the transferee shall be responsible to the Association for outstanding fees and other charges and for correcting any violations of this Declaration, the Design Guidelines, Osprey Homes at Harbor Village Rules or permits issued by the Association.

(aa) Additional Improvements. In the event the Association is required by a Municipal Authority to develop additional Improvements, all Owners shall proportionately share the development expenses, costs and charges. Said proportionate share shall be calculated on a per Lot basis, and shall be due thirty (30) days prior to construction.

(ab) Trucks, Trailers, Campers and Boats. No motor vehicle classed by manufacturer rating as exceeding 3/4-ton, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, wave runner, personal water craft or other similar equipment or RVs or other vehicles may be parked, used as a living unit, maintained, constructed, reconstructed or repaired on any Lot in Osprey Homes at Harbor Village, so as to be visible from Neighboring Property. Motor homes or boats may temporarily park in front of or at a unit for no more than 48 hours for loading and unloading purposes.

(ac) Motor Vehicles. No automobile, motorcycle, motorbike or other motor vehicle shall be constructed, reconstructed or repaired upon any Lot in Osprey Homes at Harbor Village Development and no inoperable vehicle may be stored or parked on any such Lot so as to be Visible From Neighboring

Property or to be visible from Community Areas; provided, however, that the provisions of this Section shall not apply to: (i) emergency vehicle repairs; (ii) temporary construction of any improvement approved by the Design Review Committee; and (iii) vehicles parked in garages. All vehicles operated in Osprey Homes at Harbor Village shall be properly licensed, inspected and maintained so as not to create a dangerous situation, become a nuisance, nor emit unreasonable smoke, oil or noise. Motorized vehicles may not be operated in any manner which could cause unreasonable damage or harm to the natural environment and landscape of Osprey Homes at Harbor Village property, provided, however, golf carts may also be operated on the Roadway System. Inoperative vehicles may not be parked on the Roadway System. Garage doors shall not be left open overnight. The Design Review Committee shall have the power to restrict the use of any vehicle which may create any nuisance. All drivers of vehicles must be legally licensed. All motorized vehicles shall be restricted to the Roadway System and designated pathways except where a motorized vehicle may be necessary for maintenance of Osprey Homes at Harbor Village. All vehicles of owners shall be parked in garages or on the driveway of the residence of the owner. No vehicles shall be parked on sidewalks at any time and no vehicles shall be parked on the roadways overnight.

(ad) Drainage. No Owner or Resident shall interfere with or obstruct the drainage pattern over its Lot from or to any other Lot as that pattern may exist as of the date of recording this Declaration or as may be established by Declarant.

(ae) Right of Entry. During reasonable hours and upon reasonable notice to the Owner or other occupant of a Lot, any member of the Design Review Committee, any member of the Board or any authorized representative of either of them, shall have the right to enter upon and inspect any Lot, and the improvements thereon, except for the interior portions of any completed Dwelling Unit for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with and such persons shall not be deemed guilty of trespass by reason of such entry.

(af) Health, Safety and Welfare. In the event additional uses, activities and facilities are deemed by the Design Review Committee to be a nuisance or to adversely affect the health, safety or welfare of owners and Residents, the Design Review Committee may make rules restricting or regulating their Presence on Osprey Homes at Harbor Village, as part of the architectural rules and guidelines.

(ag) Leases. In order to prevent transient occupancy of Lots and/or Dwelling Units, any lease agreement between an Owner and a lessee respecting a Lot or Dwelling Unit shall be in writing and shall be subject in all respects to the provisions of this Declaration, the Articles and Bylaws. Owners are to provide a copy of the Declaration of Covenants, Conditions, Easements and Restrictions for Osprey Homes at Harbor Village and are to review this document with the lessee. No lease shall be for a period of less than one (1) month. Any failure by the lessee to comply with the terms of such documents shall be a default under the lease. Copies of all such lease agreements shall be furnished to the Association prior to commencement of the Lease term. Other than the foregoing, there is no restriction on the right of any Owner to lease its Lot or Dwelling Unit. Owners shall be responsible to insure that their lessees comply with all the terms and provisions of this Declaration and such Owners shall pay any expense incurred by the Association as a result of their lessees' failure to comply.

(ah) Wildlife Harassment. Any harassing of wildlife which may live on the lands or in the waters within or near Osprey Homes at Harbor Village is prohibited. Owners and Residents shall be responsible for their pets, children and guests complying with this provision.

(ai) Pollution. In the interest of public health and sanitation, and so that Osprey Homes at Harbor Village may benefit by a decrease in hazards of stream and water way pollution and fire, and by the protection of water supplies and wildlife, no Owner shall use any Lot for any purpose that would result in the pollution of any waterway that flows through or adjacent to such Lot or Community Areas by refuse, sewage or other material that might tend to pollute the water of any such stream or streams or otherwise impair the ecological balance of the surrounding lands.

(aj) No Hazardous Activities. No hazardous activities shall be conducted on any Lot or the Community Areas. No open fires shall be lighted or permitted on a Lot or the Community Areas, but fires shall be permitted on a Lot only in a contained barbecue unit well attended and in use for cooking purposes or within a safe and well-designed fireplace or fire pit.

(ak) No Annoying Lights, Sounds or Odors. No light shall be omitted from any Lot or Dwelling Unit which is not shielded or above the eave line and which is unreasonably bright or causes unreasonable glare. No sound shall be emitted from any Lot or Dwelling Unit which is unreasonably loud or annoying including but without limitation, speakers, horns, whistles, bells or other sound devices, with the exception of security devices and/or fire alarms used exclusively to protect any of the property or Dwelling Units. No odors shall be emitted from any Lot or Dwelling Unit which are noxious or offensive to others.

(al) Residential Use. Osprey Homes at Harbor Village, is exclusively restricted to residential uses and those related uses permitted under this Declaration. No business or industry shall be conducted on a Lot except as expressly permitted hereunder. Use of a portion of a Dwelling Unit as a business office or for other business purposes may be allowed only as such terms and conditions as the Board may determine.

(am) Illegal Activities. No Owner shall permit any use of a Lot or Community Area in violation of any applicable Municipal Authority ordinance, or other law or regulation to which Osprey Homes at Harbor Village, is subject

(an) Disclaimer Regarding Fire and Police Protection. Each Owner who purchases a Lot acknowledges that Osprey Homes at Harbor Village is located in an area of Flathead County, Montana, where the level of police and fire protection, as well as other public services, is less than would be available in a more populated or more highly developed area. Each Owner assumes the risk of less responsive municipal services including police protection, fire protection and delivery of emergency medical services. Neither the Association nor the Declarant shall have any liability to the Owners and Residents as a result of any delay or failure of any person or entity to provide adequate or timely fire protection, police protection, emergency medical and other similar services to the Owners.

Section 2: Variances. Subject to the provisions of the Design Guidelines, the Design Review Committee may, at its option and in extenuating circumstances, grant variances from the restrictions set forth in this Article or if the Design Review Committee determines in its discretion (a) either (i) that a restriction

would create an unreasonable hardship or burden on an Owner or (ii) that a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete and (b) that the activity permitted under the variance will not have any material adverse effect on the Owners and Residents of Osprey Homes at Harbor Village and is consistent with the high quality of life intended for Owners and Residents of Osprey Homes at Harbor Village.

ARTICLE V: ORGANIZATION OF ASSOCIATION

Section 1: Formation of Association. The Association shall be a nonprofit Montana corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2: Board of Directors and Office. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws as the same may be amended from time to time. The Board shall be composed of three (3) members. The Board may also appoint various committees and appoint a Manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the Manager. The Board's responsibilities shall include, but shall not be limited to, the following:

(a) administration, including administrative support as required for the Design Review Committee;

(b) preparing and administering an operational budget;

(c) establishing and administering and adequate reserve fund;

(d) scheduling and conducting the annual meeting and other meetings of the Members;

(e) collecting and enforcing the assessments;

(f) performing accounting functions and maintaining records;

(g) promulgation and enforcement of the Osprey Homes at Harbor Village Rules (but not the Design Guidelines);

(h) maintenance of the Community Areas; and

(i) all the other duties imposed upon the Board pursuant to this Declaration, the Bylaws, the Articles and the Osprey Homes at Harbor Village Rules.

Section 3: The Osprey Homes at Harbor Village Rules. By a majority vote, the Board may, from time to time and subject to the provisions of this Declaration, adopt amend and repeal rules and regulations to be known as the Osprey Homes at Harbor Village Rules. Osprey Homes at Harbor Village Rules may restrict and govern the use of any area by any Owner or Resident provided, however, that the Osprey

Homes at Harbor Village Rules shall not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or the Bylaws.

Section 4: Personal Liability. No member of the Board or of any committee of the Association (including but not limited to the Design Review Committee), no officer of the Association and no Manager or other employee of the Association shall be personally liable to any Member or to any other person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the Manager, any representative or employee of the Association or any committee, committee member or officer of the Association; provided, however, the limitations set forth in this Section 4 of Article V shall not apply to any person who has failed to act in good faith or has engaged in willful or intentional misconduct.

Section 5: Professional Management. The Association may carry out through the Manager those of its functions which are properly subject to delegation. The Manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing Osprey Homes at Harbor Village for the benefit of the Association and the Owners, and shall, to the extent permitted by law and by the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.

ARTICLE VI: MEMBERSHIPS AND VOTING

Section 1: Owners of Lots. Membership in the Corporation shall be open to anyone who owns property in the Osprey Homes at Harbor Village Development, Bigfork, Montana. The Board of Directors may, but shall not be required to, impose dues for membership. Each such Owner shall have one Membership for each Lot owned by the Member. Upon recordation of this Declaration, there are twenty four (24) Lots in the Osprey Homes at Harbor Village area, twenty four (24) of which shall initially be members of Osprey Homes at Harbor Village. Each such Membership shall be appurtenant to and may not be separated from Ownership of the Lot to which the Membership is attributable. There shall be only one Membership for each Lot which Memberships shall be shared by any joint owners of or owners of undivided interests in a Lot.

Section 2. Right to Vote. No change in the ownership of a Membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote for each such Membership must be cast as a unit; fractional votes shall not be allowed. In the event that a Membership is owned by more than one person or entity and such Owners are unable to agree among themselves as to how their vote or votes shall be cast, their vote on the matter in question shall be determined by majority vote of such Owners. If any Member casts a vote representing a certain Membership, it will thereafter be conclusively presumed for all purposes that such Member was acting with the authority and consent of all other owners of the same Membership unless objection thereto is made at the time the vote is cast. The right to vote will also require that the Member is current with all Assessments and that all billed Assessments have been paid in full.

Section 3. Cumulative Voting for Board Members. In any election of the members of the Board, every owner of Membership entitled to vote at such an election shall have the number of votes for each membership equal to the number of directors to be elected. Each Member shall have the right to cumulate its votes for one candidate or to divide such votes among any number of the candidates. The candidates receiving the highest number of votes, up to the number of the Board members to be elected, shall be deemed elected.

Section 4. Membership Rights. Each Member shall have the rights, duties and obligations set forth in this Declaration and such other rights, duties and obligations as are set forth in the Articles and Bylaws, as the same may be amended from time to time.

Section 5: Transfer of Membership. The rights and obligations of the owner of a Membership in the Association shall not be assigned, transferred, pledged, designated, conveyed or alienated in any way except upon transfer of ownership to an Owner's Lot and then only to the transferee of ownership to the Lot. A transfer of ownership to a Lot may be affected by deed, intestate succession, testamentary disposition, foreclosure of a Mortgage or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the State of Montana. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a Lot shall operate to transfer the Membership(s) appurtenant to said Lot to the new Owner thereof.

ARTICLE VII: COVENANT FOR ASSESSMENTS AND CREATION OF LIEN

Section 1: Creation of Lien and Personal Obligation of Assessments and Maintenance Charges. Each Owner by acceptance of a deed or other conveyance of a Lot (whether or not it shall be so expressed in such deed or conveyance) is deemed to covenant and agree, to pay to the Association the following assessments and charges: Annual Assessments established by this Article VII and Special Assessments for capital improvements or other extraordinary expenses or costs established by this Article VII. All such Assessments shall be established and collected as hereinafter provided. The Annual Assessments, Special Assessments and Maintenance Charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing servitude and lien upon the Lot against which each such Assessment is made. The Annual and Special Assessments against each Lot shall be based on a pro rata share per Lot as described in Section 4 hereof. Each such Annual and Special Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to the successors in title of the Owner unless expressly assumed by them.

Section 2: Annual Assessments. Annual Assessments shall be computed and assessed against all Lots as follows:

(a) Community Expenses. Annual assessments shall be based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with the maintenance and operation of the Community Areas (including the ____) and

operating the Association. Such estimated expenses may include, without limitation, the following: expenses of management, and special assessments (unless and until the Lots are separately assessed); premiums for all insurance that the Association is required or permitted to maintain hereunder fees for a Manager; utility charges; legal and accounting fees; any deficit remaining from a previous period; creation of an adequate contingency reserve, major maintenance reserve and/or sinking fund; creation of an adequate reserve fund for maintenance, repairs, and replacement of those Community Areas; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Members under or by reason of this Declaration. Such shall constitute the Community Expense, and all funds received from assessments under this Section 2(a) shall be part of the Community Expense Fund. Two separate and distinct funds shall be created and maintained hereunder, one for operating expenses, and one for community area maintenance reserves.

(b) Apportionment. Community Expenses shall be apportioned equally among and assessed to Owners of all Lots subject to this Declaration of Covenants, Conditions, Easements and Restrictions.

(c) Annual Budget. Annual Assessments shall be determined on the basis of a fiscal year beginning January I and ending December 31 next following, and, on or before November I of each year thereafter, the Board shall prepare and furnish to each Member, or cause to be prepared and furnished to each Member, an operating budget for the upcoming fiscal year. The budget shall itemize the estimated Community Expenses for such fiscal year, anticipated receipts (if any) and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the Annual Assessment for the upcoming fiscal year and as the major guideline under which the Osprey Homes at Harbor Village as shall be operated during such annual period.

(d) Notice and Payment. Except with respect to the first fiscal year, the Board shall notify each Owner in writing as to the amount of the Annual Assessment against his or her Lot on or before December 1 each year for the fiscal year beginning on January I next following. Except as otherwise provided by the Board, each Annual Assessment shall be payable in four equal quarterly installments, one such installment due on the first day of each quarter during the fiscal year to which the assessment relates; provided, however, the Annual Assessment for the first fiscal year shall be based upon such portion of the first fiscal year remaining from and after the date an Owner signs an agreement to purchase a Lot. All unpaid installments of any Annual Assessment shall bear interest at the rate established by the Board not to exceed eighteen percent (18%) per annum fifteen (15) days after the date each such installment became due until paid and the Member shall be liable for all costs, including attorneys' fees incurred by the Association in collecting the same. In addition, in the event that any installment of the Annual Assessment is not paid within fifteen (15) days of the date such installment becomes due, the Association may, at its option, and upon fifteen (15) days prior written notice to the Member, accelerate the due date for all remaining unpaid installments of the Annual Assessment for the remainder of the fiscal year and all accrued but unpaid interest thereon. Payment of the Annual Assessment installments so accelerated shall be due at the expiration of said fifteen (15) day notice period and interest shall accrue on the entire sum at the rate established by the Board not to exceed eighteen percent (18%) per annum from such date until paid in full. The failure of the Board to give timely notice of any Annual Assessment as provided herein shall not be deemed a waiver or modification in any respect of the

provisions of this Declaration, or a release of any Member from the obligation to pay such assessment or any other assessment but the date when the payment shall become due in such case shall be deferred to a date fifteen (15) days after notice of such assessment shall have been given to the Member in the manner provided in this Declaration.

(e) Inadequate Funds. In the event that the Community Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Member's assessment, the Board may, on behalf of the Association, levy special Assessments in accordance with the procedure set forth in Article VII, Section 4 below, except that the vote therein specified shall be unnecessary.

Section 3: Uniform Rate of Assessment. The amount of any Annual or Special Maintenance Assessment against each Lot shall be fixed at a uniform rate per Lot.

Section 4: Notice and Quorum for Any Action Authorized Under Section 6. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 of this Article shall be sent to all Members no less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast twenty-five percent (25 %) of all the votes (exclusive of suspended voting rights) of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement.

Section 5: Establishment of Assessment Period. The period for which the Annual Assessments are to be levied (the "Assessment Period") shall be the calendar year. The Board in its sole discretion from time to time may change the Assessment Period by written notice to the Owners specifying the new Assessment Period.

Section 6: Rules Regarding Billing and Collection Procedures. The Board shall have the right to adopt rules and regulations setting forth procedures for the purpose of making the Assessments provided herein and for the billing and collection of the quarterly Assessments and Special Assessments, pursuant to Article X, Section 2, 3, 4, 5 and 6, provided that said procedures are not inconsistent with the provisions hereof. The failure of the Association to send a bill to a Member shall not relieve any Member of its liability for any Assessment or charge under this Declaration, but the Assessment Lien therefore shall not be foreclosed or otherwise enforced until the Member has been given not less than fifteen (15) days written notice prior to such foreclosure or enforcement, at the address of the Member on the records of the Association, that the Assessment or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after the delinquency of such payment. The Association shall be under no duty to refund any payments received by it even though the ownership of a Membership changes during an Assessment Period; successor Owners of Lots shall be given credit for prepayments, on a prorated basis, made by prior Owners. In case the Owner of a Membership becomes liable for payment of an increased sum pursuant to this Article during the Assessment Period, the Owner shall notify the Association but its failure to notify the Association shall not relieve such Owner of the liability for such amounts.

ARTICLE VIII: ENFORCEMENT OF PAYMENT OF ANNUAL ASSESSMENTS, SPECIAL ASSESSMENTS AND OF ASSESSMENT LIEN

Section 1: Association as Enforcing Body. The Association, as the agent and representative of the Members, shall have the exclusive right to enforce the provisions of this Declaration. However, if the Association shall fail or refuse to enforce this Declaration or any provision hereof for an unreasonable period of time after written request to do so, then any Member may enforce them at its own expense by any appropriate action, whether in law or in equity.

Section 2: Association's Remedies to Enforce Payment of Annual Assessments and Special Assessments. If any Member fails to pay any Assessment, the Association may enforce the payment of any Assessment, and/or Assessment Lien by taking either or both of the following actions, concurrently or separately (and by exercising either of the remedies hereinafter set forth, the Association does not prejudice or waive its right to exercise the other remedy):

(a) Bring an action at law to recover a judgment against the Member personally obligated to pay the Assessments. (b) Foreclose the Assessment Lien against the Lot in accordance with the then prevailing Montana law relating to the foreclosure of liens (including the right to recover any deficiency) including by judicial action or by advertisement or any other means permitted by law, and the Lot may be redeemed after foreclosure sale if provided by law.

Notwithstanding subordination of an Assessment Lien as described in Section 3 of this Article VIII, the delinquent Member shall remain personally liable for the Assessments and related costs after its membership is terminated by foreclosure or deed in lieu of foreclosure or otherwise.

Section 3: Costs to be Born by Member in Connection with Enforcement of Payment of any Assessments. In any action taken pursuant to Section 2 of this Article, the Member shall be personally liable for, and the Assessment Lien shall be deemed to secure the amount of, any outstanding Assessments, together with interest and the Association's collection costs and attorneys' fees, including those costs and fees specified in Article VII, Sections 2 and 3.

ARTICLE IX: USE OF FUNDS; BORROWING POWER; OTHER ASSOCIATION DUTIES

Section 1: Purposes for Which Association's Funds May Be Used. The Association shall apply all funds and property collected and received by it (including all Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of the Osprey Homes at Harbor Village and its members by devoting said funds and property, among other things, to the acquisition, construction, alteration, maintenance, provision and operation, by manner or method whatsoever of any kind, all land, properties, improvements, facilities, services, projects, programs, studies and systems, within the Osprey Homes at Harbor Village Development, which may be necessary, desirable or beneficial to the general common interests of Osprey Homes at Harbor Village Development, the Members and the Residents. The following are some, but not all, of the areas in which the Association may seek to aid, promote and provide for such common benefit; maintenance of the

Community Areas and public rights-of-way and drainage areas within Osprey Homes at Harbor Village: maintenance of landscaping, liability insurance, communications, ownership and operation of common areas, , utilities, public services, safety and indemnification of officers and directors of the Association and payment of sums due, if any, under Municipal Authority Agreements. The Association also may expend its funds as permitted under the laws of the State of Montana.

Section 2: Borrowing Power. The Association may borrow money in such amounts, at such rates, upon such terms and security, for such periods of time as is necessary or appropriate.

Section 3: Association's Rights in Spending Funds From Year to Year. The Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of any Assessment, fees or otherwise), and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of any Assessment, as applicable, in the succeeding year if a surplus exists from a prior year and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

Section 4: Administration of Maintenance Charges. The Association is authorized to bill for, collect, administer and disburse all Assessment Charges and the payment thereof shall be secured by the Assessment Lien.

Section 5: Reserve Funds. From the Quarterly Assessments received by the Association, the Board shall establish an adequate reserve fund for the maintenance, repair and potential replacement of the Community Areas.

ARTICLE X: MAINTENANCE

Section 1: Community Areas. Members of the Association, or its duly delegated representative, shall contribute to the maintenance and management of all Community Areas in which it shares expenses, including, but not limited to, the Roadway System, Landscaping, walkways, foot bridge, recreational facilities and the buildings and structures, if any, located upon said properties.

The Board shall use a reasonably high standard of care in providing for the repair, management and maintenance of said property so that Osprey Homes at Harbor Village will reflect a high grade of ownership.

(a) Reconstruct, repair, replace or refinish any improvement or portion thereof upon Association Land;

(b) Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of the Community Areas used as a road, trail, walk, footbridge and driveway or parking area, except that no permanent Improvements shall be made by the Association on any Community Area that is not Association Land.

(c) Replace injured and diseased trees and other vegetation in any Community Area, and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes;

(d) Place and maintain upon any Community Area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof,

(e) Provide services and maintenance including snow plowing, repair work, road, tree and vegetation maintenance, maintenance of riparian areas and water features, maintenance of any entrance monuments, maintenance and repair of all common amenities and any related required maintenance; and

(f) Do all such other and further acts which the Board deems necessary to preserve and protect the Community Areas and the beauty thereof, in accordance with the general purposes specified in this Declaration.

The Board shall be the sole judge as to the appropriate maintenance of all Community Areas and other properties maintained by the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of said properties shall be taken by the Board or by its duly delegated representative.

In the event any Plat, deed restriction or this Declaration permits the Board to determine whether or not Owners of certain Lots will be responsible for maintenance of certain Community Areas, Water Resources or public right-of-way areas, the Board shall have the sole discretion to determine whether or not it would be in the best interest of the Owners and Residents of Osprey Homes at Harbor Village, for the Association or for an individual Owner to be responsible for such maintenance, considering cost, uniformity of appearance, location and other factors deemed relevant by the Board. The Board may cause the Association to contract with others for the performance of the maintenance and other obligations of the Association under this Article X and, in order to promote uniformity and harmony of appearance, the Board may also cause the Association to contract to provide maintenance services to Owners of Lots having such responsibilities in exchange for the payment of such fees as the Association and Owner may agree upon.

The Association shall enter into a cost sharing agreement with owners of other real estate or other homeowners associations utilizing the Roadway System for access to and from the Harbor Village neighborhood.

Section 2: Assessment of Certain Costs of Maintenance and Repair of Community Areas. In the event that the need for maintenance or repair of Community Areas, structures and other property maintained by the Association is caused through the willful or negligent act of any Owner, Resident, or any family, guests, invitees or tenants of such persons, the cost of such maintenance or repairs is a Maintenance Charge and shall be added to and become a part of the Assessment to which such Owner and the Owner's Lot is subject and shall be secured by the Assessment Lien. Any charges or fees to be paid by the Owner of a Lot pursuant to Section 1 of this Article X in connection with a contract entered into by

the Association with an Owner for the performance of an Owner's maintenance responsibilities is a Maintenance Charge and shall also become a part of such Assessment and shall be secured by the Assessment Lien.

Section 3. Maintenance of Offsite Water Features. In order to comply with requirements, set forth by the Army Corps of Engineers in connection with the approval of aspects of the Osprey Homes at Harbor Village project, the Association or its duly delegated representative shall maintain the Offsite Water Features and the cost thereof shall be a Community Expense. Declarant, the current owner of the Offsite Water Features hereby grants to the Association an easement over and across the Offsite Water Features Property to permit the Association to carry out this maintenance obligation.

Section 4. Maintenance of Water Resources. In order to comply with requirements set forth by Municipal Authorities in connection with the approval of aspects of Osprey Homes at Harbor Village, the Association or its duly delegated representative shall maintain the Water Resources and the cost thereof shall be a Community Expense. Each Owner of a Lot on which a Water Resource is located hereby grants the Association to carry out this maintenance obligation. Owners shall have no right hereby to access or utilize the Water Resources.

Section 5. Maintenance and Use of Residence Lots. Each Dwelling Unit, Improvement and the grounds on a Residence Lot shall be properly maintained by the Owner thereof so as not to detract from the appearance of Osprey Homes at Harbor Village and so as not to affect adversely the value or use of any other Dwelling Unit, Improvement or Lot. In the event any portion of any Residence Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of Osprey Homes at Harbor Village which are substantially affected thereby or related thereto, or in the event any portion of a Residence Lot is being used in a manner which violates this Declaration or in the event the Owner of any Residence Lot is failing to perform any of its obligations under this Declaration, Osprey Homes at Harbor Village, Harbor Village Community Council, or the Design Guidelines, the Board may by Resolution make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is taken within fourteen (14) days, the Board may cause such action to be taken at said Owner's cost. If at the expiration of said 14-day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof is a Maintenance Charge and shall be added to and become a part of the Assessment to which the offending Owner and the Owner's Residence Lot is subject and shall be secured by the Assessment Lien.

ARTICLE XI: DESIGN REVIEW COMMITTEE

Section 1: Membership. There is hereby established a Design Review Committee which shall be responsible for the establishment and administration of the Design Guidelines and to carry out all other responsibilities assigned to the Committee in order to carry out the purposes and intent of this Declaration.

Section 2: Initial Design Review Committee Members. The initial Design Review committee shall be comprised of the board of directors and shall be removed or replaced in the sole discretion of the board of directors.

Section 3: Purpose. The Committee shall review, study and either approve, reject or request resubmittal of proposed developments and Improvements to a Lot or building, all in compliance with this Declaration and as further set forth in the rules and regulations of the Committee and the Design Guidelines adopted and established from time to time by the Committee.

The Committee shall exercise its best judgment to see that all Improvements conform and harmonize with any existing structures as to external design, quality and type of construction, materials, color, location on the Lot, height, grade and finished ground elevation, and all aesthetic considerations set forth in this Declaration or in the Design Guidelines.

Section 4: Organization and Operation of Committee.

(a) Term. The term of office of each member of the Committee, subject to Section 1 hereof, shall be three (3) years, commencing January 1 of each year, and continuing until its successor shall have been appointed. Should a Committee member die, retire, become incapacitated, or in the event of a temporary absence of a member, a successor may be appointed as provided in Section 1 hereof.

(b) Chairman. At such time as the Committee is appointed by the Board of Directors, the chairman shall, be elected annually from among the members of the Committee by majority vote of said members.

(c) Operations. The chairman shall take charge of and conduct all meetings and shall provide for reasonable notice to each member of the Committee prior to any meeting. The notice shall set forth the time and place of the meeting, and notice may be waived by any member. In the absence of a chairman, the party responsible for appointing or electing the chairman may appoint or elect a successor, or if the absence is temporary, a temporary successor.

(d) Voting. The affirmative vote of a majority of the members of the Committee shall govern its actions and be the act of the Committee. A quorum shall consist of a majority of the members.

(e) Expert Consultation. The Committee may avail itself of technical and professional advice and consultants as it deems appropriate.

Section 5: Expenses. Except as provided below, all expenses of the Committee shall be paid by the applicant requesting the improvement. The Committee shall have the right to charge a fee for each application submitted to it for review, in an amount which may be established by the Committee based on applicable expenses reasonably required to complete the review, and such fees shall be collected by the Committee and remitted to the Association to help defray the expenses of the Committee's operation.

Section 6: Design Guidelines and Rules. The Committee shall maintain Design Guidelines. The Design Guidelines shall define and describe the design standards for Osprey Homes at Harbor Village and the

various uses within the Subdivision. The Design Guidelines may be modified or amended from time to time by the Committee. To the extent permitted by the Design Guidelines, the Committee, in its sole discretion, may excuse compliance with such requirements as are not necessary or appropriate in specific situations and may permit compliance with different or alternative requirements. Compliance with the design review process is not a substitute for compliance with applicable Municipal Authority building, zoning, and subdivision regulations and each Owner is responsible for obtaining all approvals, licenses, and permits as may be required prior to obtaining final approval of any improvements from the Committee and prior to commencing construction

Section 7: Limitation of Liability. The Committee shall use reasonable judgment in accepting or disapproving all plans and specifications submitted to it. Neither the Committee, nor any individual Committee member, shall be liable to any person for any official act of the Committee in connection with submitted plans and specifications, except to the extent the Committee or any individual Committee member acted with malice or wrongful intent. Approval by the Committee does not necessarily assure approval by the appropriate Governmental Authority. Notwithstanding that the Committee has approved plans and specifications, neither the Committee nor any of its members shall be responsible or liable to any Owner, developer, or contractor with respect to any loss, liability, claim, or expense which may arise by reason of such approval of the construction of any improvements. Neither the Board, the Design Review Committee, or any agent thereof, nor Declarant or any of its owners, employees, agents, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications. In all events the Committee shall be defended and indemnified by the Association in any such suit or proceeding which may arise by reason of the Committee's decision. The Association, however, shall not be obligated to indemnify each member of the Committee to the extent any such member of the Committee shall be adjudged to be liable for gross negligence or willful misconduct in the performance of its duty as a member of the Committee, unless and then only to the extent that the Court in which such action or suit may be brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expense as such court shall deem proper.

ARTICLE XII: RIGHTS AND POWERS OF ASSOCIATION

Section 1: Association's Rights and Powers as Set Forth in Articles and Bylaws. In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its Articles and Bylaws or permitted under applicable state law. Such rights and powers, subject to the approval thereof by any agencies or institutions deemed necessary by the Association, may encompass any and all things which a natural person could do or which now or hereafter may be authorized by law, provided such Articles and Bylaws are not inconsistent with the provisions of this Declaration and are necessary, desirable or convenient for effectuating the purposes set forth in this Declaration. After incorporation of the Association, a copy of the Articles and Bylaws of

the Association shall be available for inspection at the office of the Association during reasonable business hours.

Section 2: Association's Rights of Enforcement of Provisions of This and Other Instruments. The Association, as the agent and representative of the Owners and Members shall have the right to enforce, by any proceeding at law or in equity, the Covenants set forth in this Declaration and/or any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in any contract, deed, declaration or other instrument which (a) shall have been executed pursuant to, or subject to, the provisions of this Declaration, or (b) otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Association. In the event suit is brought or arbitration is instituted or an attorney is retained by the Association to enforce the terms of this Declaration or other document as described in this Section 2 and the Association prevails, the Association shall be entitled to recover, in addition to any other remedy, reimbursement for attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith including but not limited to the Association's administrative costs and fees. Said attorneys' fees, costs and expenses shall be the personal liability of the breaching Owner and shall also be secured by the Assessment Lien against said Member's Lot If the Association should fail to act within a reasonable time, any Owner shall have the right to enforce the Covenants set forth in this Declaration.

Section 3: Contracts with Others for Performance of Association's Duties. Subject to the restrictions and limitations contained herein, the Association may enter into contracts and transactions with others, and such contracts or transactions shall not be invalidated or in any way affected by the fact that one or more directors or officers of the Association or members of any committee are employed by or otherwise connected with contracting party, provided that the fact of such interest shall be disclosed or known to the other directors acting upon such contract or transaction, and provided further that the transaction or contract is fair and reasonable. Any such director, officer or committee member may be counted in determining the existence of a quorum at any meeting of the Board or committee of which such Member is a member which shall authorize any contract or transaction described above or grant or deny any approval sought by the Owners, its affiliated companies or any competitor thereof and may vote thereat to authorize any such contract, transaction or approval with like force and effect as if such Member were not so interested.

Section 4: Change of Use of Association Land and Procedure Therefore. (a) adoption of a resolution by the Board stating that in the Board's opinion the then present use of a designated part of the Association Land or of the Association's interest in other Community Areas is no longer in the best interests of the Owners and Residents and (b) the approval of such resolution by a majority of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose, the Board shall have the power and right to change the use thereof (and in connection therewith, construct, reconstruct, alter or change the buildings, structures and improvements thereon in any manner deemed necessary by the Board to accommodate the new use), provided such new use (i) shall be for the benefit of the Owners and Residents, and (ii) shall be consistent with any deed restrictions (or zoning regulations) restricting or limiting the use of the Association Land. Any

construction, reconstruction, alteration or change of the buildings, structures and improvements on Association Land shall require the approval of the Design Review Committee.

ARTICLE XIII: INSURANCE AND FIDELITY BONDS

Section 1: Hazard Insurance. The Association shall at all times maintain in force insurance meeting the following requirements: A "master" or "blanket" type policy of property insurance shall be maintained covering all insurable improvements, if any, on the Association Land and where appropriate on the Community Areas, fixtures, building service equipment, personal property and supplies comprising a part of the Community Areas or owned by the Association, but excluding land, foundations, excavations, and other items normally not covered by such policies. As a minimum, such "master" or "blanket" policy shall afford protection against loss or damage by fire, by other perils normally coveted by the standard extended coverage endorsement, and by all other perils which are customarily covered with respect to projects similar to Osprey Homes at Harbor Village, in construction, location, and use, including (without limitation) all perils normally covered by the standard "all risk" endorsement, where such endorsement is available. Such "master" or "blanket" policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all elements of the Community Areas covered by such policy, exclusive of land and other items normally excluded from coverage.

Section 2: Flood Insurance. If any part of the Community Areas comes to be situated in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, a "master" or "blanket" policy of flood insurance shall be maintained covering the improvements located on the Community Areas, (hereinafter "Insurable Property") in an amount deemed appropriate.

Section 3: Fidelity Bonds. The Association shall at all times maintain in force and pay the premiums for "blanket" fidelity bonds for all officers, Members, and employees of the Association and for all other persons handling or responsible for funds of or administered by the Association. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to a Manager, the Manager shall provide "blanket" fidelity bonds, with coverage identical to such bonds required of the Association, for the Managers officers, employees and agents handling or responsible for funds of or administered on behalf of, the Association. The total amount of fidelity bond coverage required shall be based upon the Association's best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association, or the Manager, as the case may be, at any given time during the term of each bond.

Section 4: Liability Insurance. The Association shall maintain in force, and pay the premium for a policy providing comprehensive general liability insurance coverage covering all of the Community Areas, public ways in Osprey Homes at Harbor Village, if any, Pavilion and all other areas of Osprey Homes at Harbor Village that are under the Association's supervision. Such coverage shall be for at least One Million Dollars ($1,000,000) for bodily injury, including deaths of persons, and property damage arising out of a single occurrence. Coverage under such policy shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Community Areas, and legal liability arising out of lawsuits related to

employment contracts of the Association. Such policy shall provide that it may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association.

Section 5: Insurance Trustees and General Requirements Concerning Insurance. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance- Each Owner hereby appoints the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as his or her attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or any Insurance Trustee, shall receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for the use and benefit of the Owners and their Mortgagees, as their interests may appear.

Each insurance Policy maintained, pursuant to the foregoing Sections 1, 2, 3 and 4, shall be written by an insurance carrier which is licensed to transact business in the State of Montana.

Section 6: Lots and Dwelling Units Not Insured by Association. The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any Dwelling Unit or any other Improvements located on a single family Lot, or with respect to any acts and events occurring thereon. Accordingly, each Owner shall secure and keep in force at all times fire, extended coverage and other insurance which shall be of a type and in an amount commonly required by private institutional mortgage investors in the area in which the single family home is located.

Section 7: Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the Community Areas and improvements thereon which may have been damaged or destroyed. In addition, such policies shall be reviewed to determine their compliance with the provisions of this Declaration.

ARTICLE XIV: DAMAGE OR DESTRUCTION

Section 1: Association as Attorney in Fact. Each and every Owner hereby irrevocably constitutes and appoints the Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of dealing with the improvements on the Community Areas upon damage or destruction as provided in this Article or a complete or partial taking as provided in Article XV below. Acceptance by any grantee of a deed or other instrument of conveyance from the Declarant or from any Owner shall constitute appointment of the attorney-in-fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver

any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted to the Association as attorney-in-fact. All insurance proceeds shall be payable to the Association except as otherwise provided in this Declaration.

Section 2: Estimate of Damages or Destruction. As soon as practical after an event causing damage to or destruction of any part of the improvements on the Community Areas in Osprey Homes at Harbor Village, the Association shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of that part of the Community Areas so damaged or destroyed. "Repair and reconstruction" as used in this Article XIV shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction.

Section 3: Repair and Reconstruction. As soon as practical after obtaining estimates, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed improvements. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

Section 4: Funds for Repair and Reconstruction. The proceeds received by the Association from any hazard insurance shall be used for the purpose of repair, replacement, and reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Association may, pursuant to Article VII, Section 4 above, levy, assess, and collect in advance from all Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair and reconstruction.

Section 5: Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for in Article VII, Section 4 above constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments.

Section 6: Notice to First Mortgagees. The Association shall give timely written notice to any holder of any First Mortgage on a Lot who requests such notice in writing in the event of substantial damage to or destruction of any part of the Community Areas.

ARTICLE XV: CONDEMNATION

Section 1: Rights of Owners. Whenever all or any part of the Community Areas shall be taken or conveyed in lieu of and under threat of condemnation, each Owner shall be entitled to notice of the

taking, but the Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

Section 2: Partial Condemnation; Distribution of Award; Reconstruction. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Community Areas on which improvements have been constructed, then, unless within sixty days after such taking Owners representing at least sixty-seven percent (67%) of the votes in the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Community Areas to the extent lands are available therefore, in accordance with plans approved by the Board of Directors and the Design Review Committee. If such improvements are to be repaired or restored, the provisions in Article XIV above regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Community Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be distributed in equal shares per Lot, first to the and then to the Owners, as their interests appear.

ARTICLE XVI: MORTGAGEE REQUIREMENTS

Section 1: Notice of Action. Upon written request made to the Association by a Mortgagee which written request shall identify the name and address of such Mortgagee, and Lot number or address of the Dwelling Unit, any such Mortgagee, insurer or governmental guarantor shall be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of Osprey Homes at Harbor Village, or any Lot on which there is a Mortgage held by such Mortgagee;

(b) Any delinquency in the payment of Assessments or charges owed by an Owner, whose Lot is subject to a Mortgage held by such Mortgagee, which default remains uncured for a period of sixty (60) days; and

(c) Any lapse or cancellation of any insurance policy or fidelity bond maintained by the Association.

Section 2: Availability of Property Documents and Financial Statements. The Association shall maintain and have current copies of the Declaration, Articles, Bylaws, and other rules concerning Osprey Homes at Harbor Village, as well as its own books, records, and financial statements available for inspection by Owners or by holders of Mortgages that are secured by Lots. Generally, these documents shall be available during normal business hours at the management agent office.

ARTICLE XVII: TERM: AMENDMENT

Section 1: Term: This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of fifty (50) years from the

date this Declaration is recorded. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Members casting eighty percent (80%) of the total votes cast at an election held for such purpose or otherwise approved in writing within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension.

Section 2: Amendments. This Declaration may be amended by recording with the County Recorder of Flathead County, Montana, a Certificate of Amendment, duly signed and acknowledged as required for a Certificate of Termination in Section I of this Article. The Certificate of Amendment shall set forth in full the amendment adopted, and, except as provided in this Section 2 of this Article, shall certify that an election duly held pursuant to the provisions of the Articles and Bylaws the Members casting sixty-seven percent (67%) of the votes of the Members at the election voted affirmatively for the adoption of the amendment.

ARTICLE XVIII: MISCELLANEOUS

Section 1: Interpretation of the Covenants. Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the Covenants and provisions hereof.

Section 2: Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

Section 3: Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

Section 4: References to the Covenants in Deeds. Deeds or any instruments affecting any Lot or any part of Osprey Homes at Harbor Village may contain the Covenants herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any deed or instrument, each and all of the Covenants shall be binding upon the grantee-Owner or other person claiming through any instrument and its heirs, executors, administrators, successors and assigns.

Section 5: List of Owners and Eligible Members. The Board shall maintain up-to-date records showing: (i) the name of each person who is an Owner, the address of such person, and the Lot which is owned by him; (it) the name of each person or entity who is an eligible Mortgagee, the address of such person or entity and the Lot which is encumbered by the Mortgage held by such person or entity. In the event of any transfer of a fee or undivided fee interest in a dwelling unit, either the transferor or transferee shall furnish the Board with evidence establishing that the transfer has occurred and that the deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Flathead County, Montana. The Board may for all purposes act and rely on the information concerning Owners

and Lot ownership which is thus acquired by it or, at its option, the Board may act and rely on current ownership information respecting any dwelling unit which is obtained from the office of the County Recorder of Flathead County, Montana. The address of an Owner shall be deemed to be the address of the dwelling unit owned by such person unless the Board is otherwise advised. The list of Owners shall be made available by the Board to any Owner for noncommercial purposes upon such Owner's written request and such Owner's payment of any copying charges.

Section 6: General Obligations. Each Owner shall enjoy and be subject to all rights and duties assigned to Owners pursuant to this Declaration.

Section 7: Rights of Action. The Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with the provisions of the Declaration or the decisions of the Association. Owners shall have a similar right of action against the Association.

Section 8: Successors and Assigns. Any reference in this Declaration shall include any successors or assigns of an owner's rights and powers hereunder.

Section 9: Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

Section 10: Captions and Titles. All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

Section 11: Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally, by mail, by facsimile or by electronic communication. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to such person at the address given by that person to the Association for the purpose of service of such notice or to the address of the lot of such person if no address has been given. Such address may be changed from time to time by notice in writing received by the Association. Notice to the Board or to the Design Review Committee shall also be delivered or mailed to the Association.

Section 12: Consent of Lieu of Vote. In any case in which this Declaration requires for authorization or approval of a transaction, the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of all Membership votes outstanding in connection with the class of membership concerned. The following provisions shall govern any application of this Section 12:

(a) all necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Member;

(b) the total number of votes required for authorization or approval under this Section 12 shall be determined as of the date on which the last consent is signed;

(c) except as provided in the following sentence, any change in ownership of a Lot which occurs after consent has been obtained from the Owners thereof shall not be considered or taken into account for any purpose;

(d) unless the consent of all Members whose Memberships are appurtenant to the same Lot are secured the consent of none of such Members shall be effective.

Section 13: Tax Collection from Lot Owners by Flathead County Authorized. It is recognized that, under the Declaration, the Association will own the Association Land and that it will be obligated to pay property taxes to Flathead County. If any tax reassessment are made by Flathead County, it is further recognized that each Owner of a Lot is a Member of the Association and as part of its quarterly assessment will be required to pay to the Association its pro rata share of such taxes. Notwithstanding anything to the contrary contained in this Declaration or otherwise, Flathead County shall be and is authorized to collect such pro rata share (an equal basis) of taxes directly from each Owner by inclusion of said share with the tax levied on each Lot to the extent allowable, Flathead County is hereby directed so to do. In the event that an assessor shall separately assess Association Land to the Association, the Board of Directors may require in its discretion, a Special Assessment to pay such taxes, or they may be included in the regular Assessment budget.

Section 14: Liability for Willful or Negligent Damage. Maintenance, repair or replacement of all or any part of the Community Facilities arising out of or caused by the willful or negligent act of an Owner or Resident shall be done at said Owner's expense or a Maintenance Charge therefore shall be made against its Lot. If unpaid, an assessment lien may be filed.

Section 15: Enforcement. The Design Review Committee, the Association, or any owner shall have the right to enforce, by any proceeding in 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 Design Review Committee, 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 do so hereafter.

Section 16: Enforcement of Covenants. In the event of any act or condition of non-compliance of the covenants contained in this Declaration by an Owner/Member, the Design Review Committee or the Association shall provide to the Owner a notice on non-compliance and demand that said Owner/Member take any and all steps necessary to correct said act or condition of non-compliance within fifteen (15) days. If the Owner fails to terminate or correct the non-complying act or condition within fifteen (15) days, then the Association, the Design Review Committee or their duly authorized agents, in furtherance of the general health, welfare and safety of the Owners, shall have the right to undertake any and all action that they in their sole discretion deem necessary and reasonable under the

circumstances in order to terminate or correct the act or condition of noncompliance including without limitation, obtaining legal or equitable relief including injunctions or orders of specific performance and/or entering upon the premises for the purpose of removing any non-complying Improvement, nuisance or garbage, Landscaping, restoring the Lot and Improvements thereon to a clean, attractive and well maintained state, and terminating any unsafe or hazardous activity. In the event of an emergency arising from any act or condition of non-compliance which the Association or the Design Review Committee determines to constitute or pose a health hazard or dangerous condition threatening the life or safety of any persons, the Association or the Design Review Committee or their duly authorized agent shall be entitled to immediately undertake any and all actions that it determines in its sole discretion to be reasonable and necessary, without notice to the Owner, in order to terminate, eliminate, remove or correct the dangerous or hazardous non-complying act or condition including, without limitation, obtaining legal or equitable relief including injunctions or orders of specific performance and/or entering upon the premises in order to undertake corrective action. The Owner of the Lot on which any such non-complying act or condition exists shall solely be responsible for repaying to the Association or the Design Review Committee any and all costs incurred by the Association or the Design Review Committee, including attorney's fees and costs of court, in terminating or correcting the non-complying act or condition on the Lot. The Association shall further be entitled to a lien upon said Owner's Lot in the amount of such costs, including attorney's fees and costs of court, the creation, maintenance and foreclosure of which lien is to be governed by the same terms and conditions as those governing the creation, maintenance and foreclosure of liens for unpaid Assessments to the Association as set forth in this Declaration.

Section 17: No Public Right or Dedication. Nothing contained in the Declaration shall be deemed to be a gift or dedication of all or any part of Osprey Homes at Harbor Village to the public, or for any public use. This will include, but not be limited to, non-owner use of the community area and/or usage of the walk way, foot bridge and Roadway System for non-owner use and any other use of the amenities without Association approval.

Section 18: Counterpart Execution. This Declaration may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one Declaration, but in making proof hereof it shall only be necessary to produce one such counterpart

In witness whereof the following Lot Owners have executed this Declaration on the dates so indicated below, effective as of the date first written above.

END OF DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS FOR OSPREY HOMES AT HARBOR VILLAGE

SIGNATURE PAGES ONLY FOLLOW THIS PAGE

EXECUTED this 9th, of August 2019, by **Robert E. Birkle, Trustee of the Robert E. Birkle Separate Property Trust**, owner of Lot 1 of Block 2 of The Harbor Village at Eagle Bend – Phase 1, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County.

Robert E. Birkle

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was acknowledged before me on this 9th day of August, 2019, by **Robert E. Birkle.**

Notary Public for the State of Montana

KATARINA PARKER NOTARIAL SEAL STATE OF MONTANA

KATARINA PARKER
NOTARY PUBLIC for the
State of Montana
Residing at Bigfork, MT
My Commission Expires
June 20, 2022.

EXECUTED this _____, of 28 2019, by **Frank Armknecht and Lois Armknecht, husband and wife as joint tenants with right of survivorship**, owners of Lot 2 of Block 2 of The Harbor Village at Eagle Bend – Phase 1, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County.

Frank Armknecht

Lois Armknecht

STATE OF MONTANA)
:ss.
County of Flathead)

TRISHIA HERBST
NOTARY PUBLIC for the
STATE OF MONTANA
Residing at Livingston, MT
My Commission Expires
January 11, 2021

This instrument was acknowledged before me on this 28th day of August, 2019 2019, by **Frank Armknecht and Lois Armknecht.**

Frank Armknecht and Lois Armknecht personally appeared before me in Gallatin County, MT.

Notary Public for the State of Montana
155 Mountain Brook Rd
Livingston, Park Co, MT 59047

EXECUTED this 22 day of April, 2020, by **Nancy J. Brekke, Trustee of the Nancy J. Brekke Bypass Trust,** owner of Lot 3 of Block 2 of The Harbor Village at Eagle Bend Phase 1, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County.

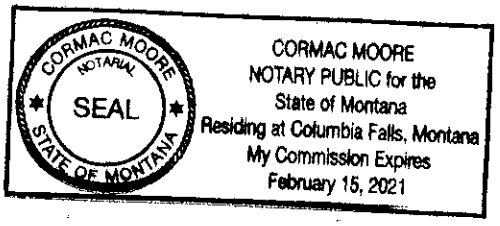
Nancy J. Brekke

Nancy J. Brekke, Trustee of the
Nancy J. Brekke Bypass Trust

STATE OF MNTANA)
:ss.
County of Flathead)

This instrument was acknowledged before me on this 22nd day of April.
2020, by **Nancy J. Brekke, Trustee of the Nancy J. Brekke Bypass Trust.**

Notary Public for the State of Montana

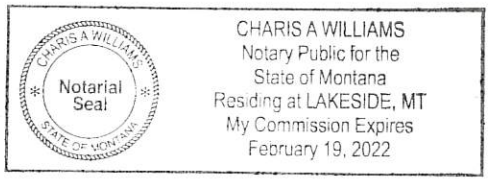


EXECUTED this 8, of AUGUST 2019, by **M. Nina Anderson**, owner of Lot 5 in Block 2 of The Harbor Village at Eagle Bend – Phase 1, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County.

M. Nina Anderson

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was acknowledged before me on this 8th day of August, 2019, by **M. Nina Anderson.**



Charis A. Williams

Notary Public for the State of Montana

EXECUTED this 7th, of August 2019, by **Brenda L. Fraley**, owner of Lot 7 of Block 2 of The Harbor Village at Eagle Bend – Phase 1, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County.

Brenda L. Fraley

Brenda L. Fraley

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was acknowledged before me on this 7 day of Aug., 2019, by **Brenda L. Fraley.**

MELISSA CLARK NOTARY PUBLIC for the State of Montana Residing at Bigfork, MT My Commission Expires November 29, 2022.

Notary Public for the State of Montana

EXECUTED this 13, of Aug 2019, by **Robert L. Livesay and Jan M. Livesay**, owners of Lot 8 of Block 2 of The Harbor Village at Eagle Bend – Phase 1, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County.

Robert L. Livesay

Jan M. Livesay

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was acknowledged before me on this 13 day of Aug 2019, 2019, by **Robert L. Livesay and Jan M. Livesay.**

PAMELA STODDARD
NOTARY PUBLIC for the
State of Montana
Residing at Bigfork, Montana
My Commission Expires
March 15, 2020

Notary Public for the State of Montana

EXECUTED this 11th of Sept 2019, by **Clifford Melbourne James, Jr. and Pamela Sue James**, owners of Lot 9 of Block 2 of The Harbor Village at Eagle Bend – Phase 1, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County.

Clifford Melbourne James, Jr.

Pamela Sue James

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was acknowledged before me on this 11 day of SEPTEMBER 2019, by **Clifford Melbourne James, Jr. and Pamela Sue James.**

FREDERICK J GROENKE
NOTARY PUBLIC for the
State of Montana
Residing at Bigfork, MT
My Commission Expires
December 12, 2019.

Notary Public for the State of Montana

EXECUTED this 9, of August 2019, by **Jimmy L. Cash and Martha L. Cash**, owners of Lot 11 of Block 2 of The Harbor Village at Eagle Bend – Phase 1, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County. Retracement Certificate of Survey No. 17980.

Jimmy L. Cash

Martha L. Cash

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was acknowledged before me on this 9 day of August, 2019, by **Jimmy L. Cash and Martha L. Cash.**

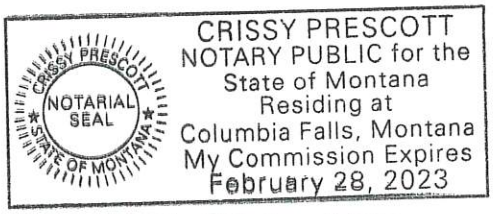
WHITNE DONEEN
NOTARY PUBLIC for the
State of Montana
Residing at Bigfork, Montana
My Commission Expires
May 17, 2023

Notary Public for the State of Montana

EXECUTED this 30th, of June 2020 ~~2019~~, by **Rob Green**, owner of Lot 1A of the Amended Plat of Lot 1A, of the Amended Plat of Lot 1, Block 2, of The Harbor Village at Eagle Bend – Phase 3 and Lots 2A & 3A, of the Amended Plat of Lots 2 & 3, Block 2, of The Harbor Village at Eagle Bend – Phase 3 according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County.

Rob Green

STATE OF MONTANA)
:ss.
County of Flathead)



~~2019~~ 2020 This instrument was acknowledged before me on this 30 day of June, by **Rob Green.**

Notary Public for the State of Montana

EXECUTED this 17, of Sept 2019, by the **Molen Family Trust, dated February 13, 1993**, owner of Lot 3A of The Harbor Village at Eagle Bend Phase 3-A according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County.

GERALD R. MOLEN

_____ - TRUSTEE

Molen Family Trust

Patricia J. Molen

PATRICIA J. MOLEN - TRUSTEE

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was acknowledged before me on this 17 day of September, 2019, by **Molen Family Trust.** Gerald R Molen - Trustee and Patricia J Molen - Trustee

Cara Lafever

Notary Public for the State of Montana

CARA LAFEVER
NOTARIAL SEAL
STATE OF MONTANA

CARA LAFEVER
NOTARY PUBLIC for the State of Montana
Residing at Bigfork, Montana
My Commission Expires June 18, 2022

EXECUTED this 20th, of November 2019, **by Jon R. Nunamaker and Chris L. Nunamaker**, owners of Lot 4 of Block 2 of The Harbor Village at Eagle Bend Phase 1, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County.

Jon R. Nunamaker

Chris L. Nunamaker

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was acknowledged before me on this 20 day of November, 2019, by **Jon R. Nunamaker and Chris L. Nunamaker.**

H SLOWIK
NOTARY PUBLIC for the
State of Montana
Residing at Bigfork, Montana
My Commission Expires
September 15, 2021

Notary Public for the State of Montana

EXECUTED this 21ST, of AUGUST 2019, **by Gregory C. MacDonald and Cynthia L. MacDonald**, owners of Lot 4B of The Harbor Village at Eagle Bend Phase 3-B, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County.

Gregory C. MacDonald

Gregory C. MacDonald

Cynthia L. MacDonald

Cynthia L. MacDonald

STATE OF MONTANA)
:ss.
County of ~~Flathead~~ Yellowstone)

This instrument was acknowledged before me on this 21st day of August, 2019, by **Gregory C. MacDonald and Cynthia L. MacDonald.**

SCOTT HUTCHINSON
NOTARY PUBLIC for the
STATE OF MONTANA
Residing at Billings, Montana
My Commission Expires
DECEMBER 28, 2020

Scott Hutchinson

Notary Public for the State of Montana

EXECUTED this 5, of August 2019, by **Jerald W. Johnson and Linda C. Johnson**, Trustees of the Revocable Family Trust of Jerald W. Johnson and Linda C. Johnson dated October 2, 2006, owners of Lot 8 of Block 2 of The Harbor Village at Eagle Bend – Phase 3, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County.

Jerald Johnson, Trustee of the Revocable Family Trust of Jerald W. Johnson and Linda C. Johnson dated October 2, 2006

Linda Johnson, Trustee of the Revocable Family Trust of Jerald W. Johnson and Linda C. Johnson dated October 2, 2006

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was acknowledged before me on this 5 day of August, 2019, by **Jerald Johnson and Linda Johnson,** Trustees of the Revocable Family Trust of Jerald W. Johnson and Linda C. Johnson dated October 2, 2006.

Notary Public for the State of Montana

MAREN KING NOTARY PUBLIC for the State of Montana Residing at Bigfork, MT My Commission Expires November 21, 2022.

EXECUTED this 29th, of August 2019, by **David J. Walker and Candice R. Walker**, owners of Lot 6B of Phase 3B, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County.

David J. Walker

Candice R. Walker

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was acknowledged before me on this 29th day of August, 2019, by **David J. Walker and Candice R. Walker**.

AMBER COOPER NOTARIAL SEAL STATE OF MONTANA

AMBER COOPER
NOTARY PUBLIC for the
State of Montana
Residing at Kalispell, Montana
My Commission Expires:
December 03, 2019

Notary Public for the State of Montana

EXECUTED this 13, of Aug 2019, by ~~Ernest J. Baldwin~~ and Leslie L. Baldwin , **As Joint Tenants**, owners of Lot 9 of Block 2 of The Harbor Village at Eagle Bend Phase 3, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County.

Ernest J. Baldwin

Leslie L. Baldwin

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was acknowledged before me on this 13 day of Aug 2019, by ~~Ernest J. Baldwin~~ and Leslie L. Baldwin.

Notary Public for the State of Montana

PAMELA STODDARD
NOTARY PUBLIC for the
State of Montana
Residing at Bigfork, Montana
My Commission Expires
March 15, 2020

EXECUTED this 27th, of August 2019, **by Ernest J. Baldwin and Leslie L. Baldwin , As Joint Tenants**, owners of Lot 9 of Block 2 of The Harbor Village at Eagle Bend Phase 3, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County.

Ernest J. Baldwin

Leslie L. Baldwin

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was acknowledged before me on this 27th day of August, 2019, by **Ernest J. Baldwin and Leslie L. Baldwin.**

Notary Public for the State of Montana

KARI HARADA NOTARIAL SEAL STATE OF MONTANA

KARI HARADA
NOTARY PUBLIC for the
State of Montana
Residing at Havre, Montana
My Commission Expires
November 05, 2020

EXECUTED this 15, of August 2019, by **Todd H. Phillips and Nora Phillips**, Trustees of the Phillips Family Trust, dated January 18, 2005, owners of Lot 10 of Block 2 of The Harbor Village at Eagle Bend Phase 3, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County.

Todd H. Phillips, Trustee of the Phillips Family Trust, dated January 18, 2005

Nora Phillips, Trustee of the Phillips Family Trust, dated January 18, 2005

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was acknowledged before me on this ____ day of _____, 2019, by **Todd H. Phillips and Nora Phillips**, Trustees of the Phillips Family Trust, dated January 18, 2005.

Notary Public for the State of Montana

EXECUTED this 13th, of August, 2019, by **Todd H. Phillips and Nora Phillips**, Trustees of the Phillips Family Trust, dated January 18, 2005, owners of Lot 10 of Block 2 of The Harbor Village at Eagle Bend Phase 3, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County.

Todd H. Phillips, Trustee of the Phillips Family Trust, dated January 18, 2005

Nora Phillips, Trustee of the Phillips Family Trust, dated January 18, 2005

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was acknowledged before me on this ____ day of _____, 2019, by **Todd H. Phillips and Nora Phillips**, Trustees of the Phillips Family Trust, dated January 18, 2005.

Notary Public for the State of Montana

WELLS FARGO

All-purpose Acknowledgment California only

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

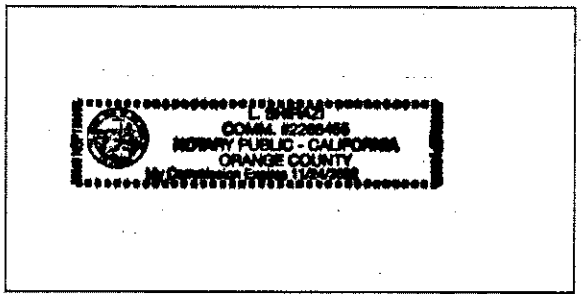
County of Orange

On Aug/15/2019 before me, L. Shirazi (here insert name and title of the officer),

personally appeared Nora Phillips

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.



Notary Seal

WITNESS my hand and official seal.

Signature L. Shirazi

For Bank Purposes Only

Description of Attached Document

Type or Title of Document Declaration of C, C and R for Osprey Homes At Harbor Village.

Document Date Aug/15th/2019 Number of Pages 62 pages

Signer(s) Other Than Named Above N/A

FO01-000DSG5350CA-01

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

On August 13, 2019 before me, Ashley Marie Swarts, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Todd H. Phillips
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.

ASHLEY MARIE SWARTS
Notary Public - California
San Diego County
Commission # 2173692
My Comm. Expires Nov 25, 2020

Signature A. Swarts
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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(s)

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

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EXECUTED this 16th, of Sept 2019, by **Dawn M. Triplett-Woeppel and Darin Woeppel**, owners of Lot 14 in Block 2 of The Harbor Village at Eagle Bend Phase 3, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County.

Dawn M. Triplett-Woeppel

Dawn M. Triplett-Woeppel

Darin Woeppel

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was acknowledged before me on this 16th day of Sept, 2019, by **Dawn M. Triplett-Woeppel and Darin Woeppel.**

MONICA MORDJA
Notary Public
for the State of Montana
Residing at:
Kalispell, Montana
My Commission Expires:
May 01, 2023

MONICA MORDJA NOTARIAL SEAL STATE OF MONTANA

Monica Mordja

Notary Public for the State of Montana

EXECUTED this 4, of May 2020 ~~2019~~, **by Kimberly Kohl, Trustee of the Kimberly Kohl Trust dated December 21, 1994**, owner of Lot 13 in Block 2 of The Harbor Village at Eagle Bend Phase 3, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County.

Kimberly Kohl

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was acknowledged before me on this 4 day of MAY, 2020 ~~2019~~, by **Kimberly Kohl.**

OFFICIAL SEAL
REBECCA FRAGASSI
Notary Public - State of Illinois
My Commission Expires 8/31/2021

Rebecca Fragassi
Notary Public for the State of ~~Montana~~ Illinois

EXECUTED this 17, of September 2019, **by Barbara Gannon and Robert Gannon,** as Trustees of the Gannon Family Trust, owners of Lot 12 in Block 2 of The Harbor Village at Eagle Bend Phase 3, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County.

Barbara Gannon, Trustee of the Gannon Family Trust

Robert Gannon, Trustee of the Gannon Family Trust

STATE OF MONTANA)
:ss.
County of ~~Flathead~~ Lake)

This instrument was acknowledged before me on this 17 day of September, 2019, by **Barbara Gannon and Robert Gannon,** as Trustees of the Gannon Family Trust.

Notary Public for the State of Montana

LAURA KELLEY NOTARIAL SEAL STATE OF MONTANA

LAURA KELLEY
NOTARY PUBLIC for the State of Montana
Residing at Polson, Montana
My Commission Expires December 16, 2020

EXECUTED this 29, of MAY 2020 ~~2019;~~ **by Fox Design & Construction, Inc.**, owners of Lot 6A of Harbor Village 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.

Fox Design & Construction, Inc.

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was acknowledged before me on this 29th day of May, ~~2019,~~ 2020 by **Fox Design & Construction, Inc.**

Notary Public for the State of Montana

GABRIEL J MEYER
NOTARY PUBLIC for the
State of Montana
Residing at Bigfork, Montana
My Commission Expires
July 10, 2022

EXECUTED this 3rd of September 2019, **by Danny E. Marcus and Mary Carol Marcus**, owners of Lot 16A of Harbor Village No. 6, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County.

Danny E. Marcus

Mary Carol Marcus

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was acknowledged before me on this 3 day of September 2019, by **Danny E. Marcus and Mary Carol Marcus.**

Notary Public for the State of Montana

CARA BALLARD
NOTARY PUBLIC for the
State of Montana
Residing at Bigfork, Montana
My Commission Expires
October 29, 2021

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