

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
BADGER BAY AT GEORGETOWN LAKE SUBDIVISION**

THIS DECLARATION is made this 4th day of November, 2005, by Mountain Lion, LLC, a Montana Limited Liability Company, 101 International Way, Missoula, MT 59808, hereinafter referred to as "Declarant".

R E C I T A L S:

1. Declarant is the owner of the real property located in Granite County, Montana, and described in Exhibit "A" attached to this Declaration and desires to create thereon lots for residential use in a development to be known as "Badger Bay" or the "Development" or the "Property";
2. Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in the Development, for the maintenance of the properties and improvements thereon, and to this end, desires to subject the Property to each of the covenants, restrictions, easements, charges and liens hereinafter set forth, all of which are for the benefit of the Property and each future owner thereof; and
3. Declarant is the owner of Common Areas described in the Subdivision Plat of the Property and intends to convey such Common Areas to a Homeowners' Association to be created to operate and manage such Common Areas; and
4. Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Development, to create a Homeowner's Association which shall be delegated and assigned the powers of (a) administering and enforcing the covenants and restrictions, and (b) collecting and disbursing the assessments and charges hereinafter created.

**NOW, THEREFORE** the Declarant declares that the Property is and shall be held, transferred, sold, leased, conveyed, occupied and improved subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, all of which shall run with the land and be binding upon all parties having or acquiring any right, title or interest in any part of the Development, and their successors in interest.

**ARTICLE I**

**DEFINITIONS**

Section 1.1 "ACC" shall mean and refer to the Architectural Control Committee of the Badger Bay Homeowner's Association, Inc.

Section 1.2 "Association" shall mean and refer to the Badger Bay Homeowner's Association, Inc., a Montana non-profit corporation.

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FILED FOR RECORD  
November 9, 2005  
at 40 minutes past 11 o'clock  
A. M.  
Blanche Pederson  
County Recorder  
by \_\_\_\_\_ Deputy  
#050891

- Section 1.3     "Certificate of Subdivision Approval" shall mean the approval document issued by the Montana Department of Environmental Quality (DEQ) in matters relating to water supply, sewage disposal, solid waste and drainage improvements for Badger Bay at Georgetown Lake. The document referred to herein is specifically document #EQ 05-2533. A copy of this document can be obtained at the Granite County Clerk and Records office.
- Section 1.4     "County" shall mean Granite County, Montana.
- Section 1.5     "Common Elements" shall mean the Common Areas designated on the Subdivision Plat for the Development; any signs and associated landscaping identifying the entire Property; any Improvements erected by the Association; and any other elements of the subdivision determined by written agreement of Declarant and a majority of the Association to be Common Elements. In the event any roadways in the Development are dedicated and accepted by the County, then they shall henceforth be excluded here from.
- Section 1.6     "Declarant" shall mean and refer to Mountain Lion, LLC.
- Section 1.7     "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as may from time to time be amended.
- Section 1.8     "Improvements" shall mean all structures and appurtenances thereto of every kind, whether above or below the land surface, including, but not limited to buildings, utility systems, walkways, slopes, parkways, driveways, parking areas, landscaping, irrigation, fences, walls, decks, stairs, poles, signs, exterior fixtures and paint, and any other structure of any kind, whether interior or exterior.
- Section 1.9     "Lot" or "Parcel" means a numbered Lot as identified on the Badger Bay subdivision plat recorded with the Granite County Clerk & Recorder on \_\_\_\_\_ at Book \_\_\_\_\_ Page \_\_\_\_\_.
- Section 1.10    "A Mortgage" shall mean any mortgage, deed of trust, contract for deed, or other conveyance of a parcel or interest therein securing the performance of an obligation which will terminate or be reconveyed on completion of such performance. Reference in this Declaration to a mortgagee shall be deemed to include the beneficiary under a deed of trust, and the seller under a contract for deed; reference to a mortgagor shall be deemed to include the grantor under a deed of trust, or the buyer under a contract for deed.
- Section 1.11   "Owner" and "Member" shall mean any person, including Declarant, holding a fee simple interest or purchaser's interest of record of any Lot, who shall automatically be a Member of the Association.

- Section 1.12 "Plans" shall mean those plans and specifications required to be prepared and submitted by an Owner to the Association for its review and approval prior to construction of any Improvements on any Lot.
- Section 1.13 "The Property or Properties" shall mean and refer to all real property described in Exhibit "A".
- Section 1.14 "Subdivision Plat" shall mean the final approved Plat of Badger Bay Subdivision filed with the County.

## ARTICLE II

### GENERAL PROVISIONS

- Section 2.1 Establishment of Restrictions. The Property is now held and shall hereafter be held, transferred, sold, leased, conveyed, occupied and improved subject to the covenants, restrictions, easements, charges, and liens (hereinafter referred to as "Restrictions") set forth in this Declaration, each of which shall inure to the benefit of, pass with, and be binding upon every Parcel, and each of which shall bind the heirs, assignees and successors-in-interest of every Owner of a Parcel.
- Section 2.2 Restrictions to Be Construed as Covenants. Each Owner, lessee, tenant, or other user or occupant of a Parcel covenants and agrees with Declarant, its successors and assigns, to use or permit the use of the Parcel only in accordance with the Restrictions and to refrain from using the Parcel in any way inconsistent with or prohibited by the provisions of this Declaration.
- Section 2.3 Purpose of the Restrictions. The purpose of this Declaration is to ensure quality development and use of the Property, to protect the Owner of each Parcel against undesirable development or use of surrounding Parcels which may diminish the value of such Owner's Parcel, to encourage the erection of attractive Improvements at appropriate locations, to assure proper setbacks from streets and adequate free spaces between structures, to provide for well-maintained and unifying landscaping, and to enhance and protect the value, desirability and attractiveness of the Property.

In addition, Declarant recognizes certain special amenities of the Property, including its proximity to the natural environment and wildlife habitat. Therefore, a further purpose of this Declaration is the recognition that wild animals and the natural environment are important amenities, and the continued proliferation thereof should be encouraged in the Development. The following matters are therefore included, and shall be considered, as guiding purposes of this Declaration:

- Protection of the wild nature of wildlife and their habitat;

- Protection of the visual amenities associated with the Property;
- Protection of the natural environment;
- Protection of the quality of water in and around the Development;
- Protection and enhancement of the lakeshore of Georgetown Lake, and values of the lake and all surrounding properties;
- Protection of the recreational value of the Property.

Section 2.4 Architectural Control. To coordinate the enforcement of these Restrictions, and carry out the purposes thereof, the Declarant intends to create an Architectural Control Committee to carry out functions as specified in these Restrictions, or as determined by the Association. Declarant shall create the initial Architectural Control Committee, and Declarant's representative shall remain as a member of the Architectural Control Committee until Declarant determines, in its sole discretion, to resign from such Committee. Declarant, or its representative, may appoint additional members to such Committee, but until any additional appointments are made, Declarant, or its representative, shall be the sole member of the Committee.

Section 2.5 Covenants Run with the Land. These Covenants, and Restrictions shall burden the Property, and are intended to be and shall be construed as Covenants of Declarant and its successors in interest and assigns, which run with the Land.

### ARTICLE III

#### HOMEOWNER'S ASSOCIATION

The Declarant shall create the Badger Bay Homeowner's Association, Inc. (the "Association") after execution of this Declaration but before the sale of any Lot. The Association shall be incorporated as a not for profit Montana corporation, for the purposes of exercising the powers described in this Declaration and those other reasonable and necessary purposes required to carry out the functions of a Homeowner's Association and the purposes and intent of this Declaration.

Provisions for the operation of the Association are set forth in the Articles and Bylaws of the Association, and each Owner shall obtain a copy thereof and agrees to be bound thereby. A provision concerning conflicts between this Declaration and the Articles and Bylaws of the Association is contained in the Bylaws.

### ARTICLE IV

#### MEMBERSHIP AND VOTING RIGHTS

Section 4.1 Membership. Every Owner of a Lot (including buyers under Contracts for Deed) shall be a Member of the Association. The foregoing is not intended to include individuals or entities who hold an interest in an Lot merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be sole qualification for membership. Declarant (or Declarant's designated representative) shall be considered as a Lot Owner for purposes of membership in the Association, and shall therefore be a Member so long as the Declarant owns one or more Lots.

Acceptance of a Deed, Notice of Purchaser's Interest, or other documentation evidencing ownership shall be deemed to be consent of an Owner to membership in the Association and to the provisions and Restrictions contained herein.

The Owner by virtue of membership in the Association, is deemed to covenant and agree to pay all assessments established hereunder and is deemed to have consented to the enforcement of a lien for such assessments.

Section 4.2 Voting Rights. Each Owner and Member of the Association shall be entitled to one (1) vote for each Lot in which they hold the interest which qualifies for membership. So long as the Declarant is the Owner of one (1) or more Lots, Declarant (or Declarant's designated representative) shall be entitled to two (2) votes for each Lot in which it owns an interest. When more than one person or an entity owns an interest in any Lot, the vote for such Lot shall be exercised as such persons or entity may determine but in no event may more than one vote be cast for each Lot, except by Declarant as set forth.

Section 4.3 Membership and Voting Rights - Architectural Control Committee. After Declarant ceases to be a Member of the Architectural Control Committee as provided in Section 2.4 above, then the Architectural Control Committee shall be appointed by the Board of Directors of the Association, and shall consist of not less than three (3) Owners. So long as Declarant owns one (1) or more Lots, Declarant or his representative may, in its sole discretion, remain as a member of the Architectural Control Committee.

## ARTICLE V

### USE OF THE PROPERTY

In order to comply with, and ensure consistency with the covenants in this Declaration, Declarant and all future Owners of the Property or any Lot or Parcel must be subject to limitations and prohibitions of certain activities or uses of the Property. Declarant has placed Restrictions on the Property in order to prevent any direct or indirect action which may interfere with, or be inconsistent with the purposes of this Declaration. None of the Lots shall be used for any purpose or activity other than a purpose or activity specifically permitted or contemplated hereby. No Improvements shall be erected or maintained except as permitted.

The Restrictions are intended to ensure use of the Property for attractive recreational and residential purposes only; to promote health and happiness; to prevent unnecessary impairment of the environment; to maintain the tone of the Property in its native form and preserve its natural beauty as far as possible; to secure to each Owner the full benefit and enjoyment of their Lot with no greater restriction on free use of the same than as necessary to ensure the same advantage to other Lots.

Each of the Restrictions and obligations set forth in this Article is and shall be a Covenant running with the Land, as provided in Article II. Each Restriction shall be enforceable to the fullest extent permitted by Montana law.

Section 5.1 No Further Subdivision. No Lot shall be subdivided, or divided in any other way which is the equivalent of subdivision.

Section 5.2 Permitted Uses and Building Restrictions. The Property is intended for use for residential and recreational purposes only except as specifically permitted in these Restrictions. No lot shall have more than one (1) single family residential structure erected on it together with one (1) accessory structure. No accessory structure shall contain a kitchen, and only one (1) kitchen shall be permitted in each single family residential structure. Lots One (1) through Nineteen (19) and Lots 22, 23, 24 and 51 shall, in addition to the structures described above, be permitted to erect a single dock, subject to Section 5.3, below.

Except for docks, all permitted construction shall be located within the building envelopes shown on the Subdivision Plat. Building envelopes may not be altered in size, shape or location without prior written consent of the ACC and the governing body.

The accessory structure may be a garage, but no garage shall be constructed or equipped with any permanent living or sleeping quarters; and no garage shall be larger than necessary to contain a maximum of three vehicles.

Section 5.3 Prohibited Uses. No Lot shall be used for any mining (including sand and gravel), industrial or commercial purposes (except for home based occupations), or any public or private institutional use, or any other use that shall be deemed by the Association as being incompatible with the purpose of this Declaration. No portion of the Property shall be maintained or utilized in such manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Montana, the County, or any other governmental agency or subdivision thereof having jurisdiction. Violation of any applicable statute, ordinance or regulation shall be a violation of this Declaration even if no governmental authority takes action.

No outdoor vehicle repair or disassembly shall be permitted.

No Lot shall be utilized as access to any property adjacent to the Development

Section 5.4 Further Prohibitions. No noxious or offensive trade or activity shall be conducted on any Lot or any part of the Property, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood or which shall in any way interfere with the use or enjoyment of any other Lot, including but not limited to causing vibration, sound, electro mechanical disturbance or radiation, air or water pollution, fumes, vapors, dust, or odorous, toxic or offensive matter.

Section 5.5 Water Rights. No water shall be diverted or taken from any ditch or stream running through or adjacent to any of the Property by any method. No existing water flow channels shall be altered in any manner. All water rights acquired by Declarant shall remain the property of the Declarant unless otherwise transferred; however, individual deeds shall not be construed as transferring therewith any water rights to individual owners of Properties.

Section 5.6 Drainage. Any and all site drainage must conform to the current site development standards established by Granite County. No existing drainage shall be altered without the approval of the ACC.

A filter fence shall be installed 75 feet from the lakeshore where the setback is 100 feet and 25 feet from the lakeshore where the setback is 50 feet prior to commencement of construction and shall remain in place until such time that construction is 100% complete.

Section 5.7 Animals. Only dogs and cats shall be permitted as domestic pets. No livestock (including cattle, horses or other breeding equivalents of livestock) or poultry of any kind shall be raised, bred, or kept on any Lot. All pets shall at all times be under the control of the Owner, or kept in a fenced enclosure. Each Owner shall take all necessary steps to prevent the harassment or interference with wildlife and the wildlife habitat by their pets.

Repeated barking, disturbance of plants and planting areas, unsolicited contact with people and chasing of wild animals are considered typical of a nuisance but not all inclusive. Any such nuisance is prohibited.

Section 5.8 Wildlife. The aesthetic value of the proximity of the subdivision to wildlife and native flora and fauna is to be protected in all events. Owners must accept the responsibility of living with wildlife and must be responsible for protecting their vegetation from damage, confining their pets, and properly storing garbage, pet food, and other potential attractants. Owners must be aware of potential problems associated with the occasional presence of wildlife such as deer, moose, black bears, mountain lions, coyotes, foxes and skunks, as well as other species of mammals and birds.

The following covenants are designed to help minimize problems that Owners could have with wildlife, as well as helping Owners protect themselves, their property and the wildlife that Montanans value.

1. Owners must be aware of the potential for vegetation damage by wildlife, particularly from deer feeding on lawns, native grasses, ground cover, gardens, flowers, ornamental shrubs and trees in this subdivision. Owners should be prepared to take the responsibility to plant non-palatable vegetation or protect their vegetation (fencing, netting, repellents) in order to avoid problems. This is partially why this subdivision has a requirement for planting native vegetation, as it is less likely to suffer extensive feeding damage by deer.
2. Gardens, fruit trees and berry shrubs are often non-native plant and can attract wildlife such as deer and bears. Therefore, planting gardens, fruit trees and/or berry shrubs is strongly discouraged in this subdivision. If used, ripe, over-ripe or rotting produce and fruit must be kept picked and off the ground to avoid attracting bears and skunks. Netting over gardens can help deter birds from eating berries.
3. Garbage **must** be stored in secure bear-resistant containers or indoors to avoid attracting animals such as bears, skunks, dogs, etc. Do not set garbage cans out until the morning of garbage pickup.
4. Do not feed wildlife or offer supplements (such as salt blocks), attractants, or bait for deer or other wildlife. Feeding wildlife results in unnatural concentrations of animals that could lead to overuse of vegetation and disease transmission. Such actions unnecessarily accustom wild animals to humans, which can be dangerous for both. It is against state law (MCA 87-3-130) to provide supplemental feed attractants if it results in a "concentration of game animals that may potentially contribute to the transmission of disease or that constitutes a threat to public safety." Also, Owners should be aware that deer might occasionally attract mountain lions to the area.
5. Bird feeders attract bears, and can not be used in this area between the months of April through October. If used during other months, bird feeders **must**:
  - a) be suspended a minimum of 12 feet above ground level,
  - b) be at least 4 feet from any support poles or points, and
  - c) should be designed with a catch plate located below the feeder and fixed such that it collects the seed knocked off the feeder by feeding birds.
6. Pets must be confined to the house, in a fenced yard, or in an outdoor kennel area, and not be allowed to roam as they can chase and kill big game and



small birds and mammals. Under current state law it is illegal for dogs to chase hoofed game animals and the owner may also be held guilty.

7. Pet food **must** be stored indoors, in closed sheds or in animal-resistant containers in order to avoid attracting wildlife such as bears, mountain lions, skunks, raccoons, etc. When feeding pets do not leave food out overnight. Consider feeding pets indoors so that wild animals do not learn to associate food with your home.
8. Permanent outdoor barbecue grills are not allowed in this subdivision, and portable grills **must** be kept indoors or in closed sheds. Keep all portions of the barbecues clean. Food spills and smells on the grill, lid, etc. can attract bears and other wildlife.
9. Consider fencing that is no higher than 3-1/2 feet (at the top rail or wire) and no lower than 18 inches (at the bottom rail or wire) in order to facilitate wildlife movement and help avoid animals such as deer or elk becoming entangled in the fence or injuring themselves when trying to jump the fence.
10. Compost piles can attract skunks and bears. If used they should be kept indoors or built to be wildlife-resistant. Compost piles should be limited to grass, leaves, and garden clippings, and piles should be turned regularly. Adding lime can reduce smells and help decomposition. Do not add food scraps (kitchen scraps should be composted indoors in a warm box with minimum odor and the finished can later be added to garden soil).
11. Apiaries (bee hives) could attract bears in this area and are not allowed.

Section 5.9 Wildlife Protection. The capturing, trapping, injuring, or killing of wildlife within the Property is expressly prohibited, except when reasonably necessary to avoid an imminent threat of personal injury or death to any person or except when reasonably necessary to protect property from damage by rodents or other pests and then only to the extent permissible under applicable laws. The chasing, injuring and killing of wildlife within the Property by pets is also expressly forbidden.

Section 5.10 Garbage. All rubbish, trash and garbage shall be regularly removed from each Parcel and shall not be allowed to accumulate. All rubbish, trash and garbage shall be kept in rodent-proof containers; rubbish, trash and garbage which emit odors of any nature shall be kept in air-tight containers. Garbage disposal shall be the responsibility of each Owner. Garbage cans may be placed for collection on specific collection days, but otherwise, all garbage shall be stored either indoors, or in containers sufficiently protected to avoid wildlife intrusion. Compost or similar forms of disposal are prohibited.

Section 5.11 Parking and Street Obstructions. No Owner shall do anything which will in any

manner prevent the roads within the Property from at all times being free and clear of all obstructions in a safe condition for vehicular use. Each Lot shall be improved by its Owner with sufficient parking contained entirely within the Parcel to accommodate the parking needs of the Parcel.

Section 5.12 Outside Speakers and Amplifiers. No radios, stereos, broadcast or loudspeaker units and no amplifiers of any kind shall be placed on or outside, or be directed to the outside of any building so as to produce sounds or noises which may reasonably be deemed offensive to persons owning or occupying other Lots.

Section 5.13 Environmental Matters. Owners shall comply with all statutes, requirements, rules, orders, recommendations and regulations of the United States of America, the State of Montana, and the County involving environmental matters or hazardous materials including, without limitation, those promulgated, enforced or otherwise under the jurisdiction of the United States Environmental Protection Agency and the Montana Department of Environmental Quality. Any spills or releases of hazardous materials shall immediately be cleaned up at the Owner's expense, the clean-up shall meet the requirements and standards of the appropriate governmental authority, and the Lot Owner shall strictly comply with all reporting requirements imposed by law. Failure to comply with any applicable statute, standard, regulation or rule shall be deemed a violation of this Declaration even if no governmental authority takes action.

Section 5.14 Water Supply and Sewage Disposal. Owners shall be responsible for compliance with the Certificate of Subdivision Approval document (EQ #05-2533) related to the installation of wells, sewage disposal, solid waste, and drainage, as required by applicable laws and regulations of the Montana Department of Environmental Quality and/or Granite County.

Water supply wells and sewage disposal systems shall be constructed by each Owner, at their sole expense, and at the designated location. Additionally, it shall be the responsibility of the owner to obtain any necessary permits for the installation of sewage disposal systems. All required certifications and/or inspections shall be the sole responsibility of the owner. Some Lots shall be required to pump effluent to drainfields.

All monitoring and/or maintenance costs associated with any water supply well or sewage disposal system shall be the sole responsibility of the Owner, whether required by the Montana Department of Environmental Quality, the County, the Declarant, or the Association.

Use of low-phosphate detergents is highly recommended.

Section 5.15 Mobile Homes. No mobile homes, trailers, recreational vehicles, or structures of a temporary character, including basements, tents, shacks, garages, barns, or other out buildings shall be used at any time as a residence either temporarily or

permanently or any Lot. No building or structure shall be occupied for residential purposes until it is completely finished on the exterior.

Section 5.16 Abandoned Vehicles. No junk vehicle, abandoned vehicle, or any vehicle inoperable for more than 60 days shall be permitted to remain on any Lot unless such vehicle is located within an enclosure which completely obstructs its view from any other Lot.

Section 5.17 Timber Cutting. Except for clearing of land for homesites, roadways, and for fire safety, disease and/or infestation control mandated by any governmental authority, no clear cutting shall be permitted on any Lot. Each Owner shall be responsible for meeting all applicable standards for maintenance of timber stands on their respective Lot, including applicable forestry and fire regulations of the Montana Department of State Lands and Department of Natural Resources and Conservation.

Section 5.18 Fences. Other than privacy fencing around a deck or hot tub, a small kennel area for dogs, or a small area for young children, fencing is not allowed within the subdivision. This lack of fencing should facilitate wildlife movement and help to otherwise avoid animals such as deer or moose becoming entangled in, or injuring themselves when trying to jump fences. Privacy fences shall not be constructed until after the height, color, type, design, and location thereof have been approved in writing by the Architectural Control Committee.

Under no circumstances shall barbed wire fencing be permitted. Except for kennels, no metal fences shall be permitted.

Fencing is allowed along the exterior boundary lines of the subdivision that boarder U.S. Forest Service lands. Fencing shall only be made of wood and/or stone of an open style design and may not exceed three foot six inches (3' – 6") in height. All fencing designs and layouts need to be approved by the Architectural Control Committee.

Section 5.19 Landscaping. All residences shall be situated so as to have a finished grade with positive drainage away from structures. All lawns installed by any Owner shall be seeded within 45 days of installation, weather permitting. Use of native grasses and/or native ground covers that do not need fertilization or extensive irrigation is strongly encouraged in lieu of planting "traditional", non-native lawn grasses. The size of "traditional" lawns shall be limited to a radius of 50 feet outward from the residence. All landscaping and plantings shall be conducted utilizing native plant species.

Landscaping plans for each Lot shall be submitted to the Architectural Control Committee and shall be in compliance with the Landscaping Design Guidelines. Further, landscaping plans for each Lot shall be in compliance with forests fuels management and fire prevention practices required by the applicable Government

Authority. Such landscaping must be completed within ten (10) months from the date of occupancy of the unit constructed thereon.

The retention or enhancement (planting) of native ground cover, shrubs and trees is important because plants native and adapted to this locale should not require extensive irrigation.

Pest and weed management shall be performed where possible through natural means. Pesticides, herbicides, fertilizer, and insecticides shall be used only with the prior approval and recommendation of the County Noxious Weed Coordinator.

**Section 5.20** Fire Protection. In order to reduce the risk of wildfire, each Owner shall remove all noxious weeds, dead vegetation, thin trees, prune limbs and otherwise remove downed woody fuels.

Each owner shall ensure that roof construction is accomplished using Class "A" or "B" fire-rated materials. Metal roofs shall only be permitted if they are of natural dark color and non-reflective [see Section 6.1]. All chimneys shall have spark arresters. Reference is made to Exhibit "B", attached hereto, from the Fire Protection Guidelines of the Montana Department of Justice/Montana Department of State Lands. Each Owner shall maintain an area of non-combustible materials according to the standards for vegetation reduction attached as Exhibit "B".

All vehicles and chainsaws operated within the Property boundaries shall contain U.S. Forest Service approved spark arresters.

**Section 5.21** Outside Storage. Storage areas, machinery and equipment shall be prohibited upon any Lot, unless obscured from view of neighboring property and streets by an appropriate screen or enclosure approved by the Architectural Control Committee. Tarps and covers shall not be permitted.

**Section 5.22** Completion of Construction. The construction of any building on any Lot, including painting and all exterior finish, shall be completed within twelve (12) months from the beginning of construction so as to present a finished appearance when viewed from any angle and the building shall not be occupied until so completed. In the event of undue hardship due to weather conditions or other causes beyond the reasonable control of the Owner, this time period may be extended for a reasonable length of time upon written approval from the Architectural Control Committee.

The building area shall be kept reasonably clean and in workmanlike order during the construction period, with construction debris being picked up on a daily basis to keep it from blowing onto adjoining properties or into the lake.

**Section 5.23** Utilities. All utility lines shall be installed underground. Each Owner shall be

responsible for costs of utility connection to an Owner's Lot. All utility installation shall be in full compliance with applicable federal, state, and County laws and regulations and shall be in accordance with utility providers specifications as may be contained in the Subdivision Plat.

- Section 5.24 Easements. Easements for installation and maintenance of utilities, access to Common areas, limitation to certain areas ("no access strip") and other matters are reserved as shown on the Subdivision Plat. No Improvement of any kind shall be erected or permitted to remain on any designated easement area.
- Section 5.25 Burning. With the exception of gas fireplaces, no outside burning of any kind shall be permitted on any Lot, Common Area or on any easement area.
- Section 5.26 Antennas. No satellite dishes over 18" shall be permitted on any Lot. No exterior television or radio antennas shall be placed on any Lot without the prior written approval of the ACC.
- Section 5.27 Damaged Property. Any structure damaged by fire or other casualty must be removed from the Lot, or repairs commenced within 120 days of the event, unless an extension of time is granted by the ACC. Any damaged structure not so removed or repaired may be removed at the Owner's expense by the Association and the Association may pursue all legal and equitable remedies to enforce compliance herewith. Any costs incurred by the Association under this Section shall be a special assessment against the Lot and the Owner.
- Section 5.28 Wood Piles. All wood piles shall be neatly stacked and located so as to be screened from visibility by other Lots.
- Section 5.29 Access and Roadways. No roadways shall be used or constructed on any portion of the property for any purposes except for driveways for access to structures and facilities, or as specifically designated on the Subdivision Plat. Any unpaved portion of any driveway shall consist of a gravel surface with drainage designed to protect the existing roadways.
- The maximum speed limit on all roads within the subdivision shall be 25 mph, and they shall be so posted.
- Section 5.30 Signs. No signs of any kind shall be erected by any Owner, except that Declarant may erect a sign identifying the Development, and Declarant may erect "for sale" signs and any necessary identifying signs in its sole discretion. Each Owner shall be entitled to erect one (1) identifying sign (name and/or address) and one (1) "for sale" sign on their Lot.
- Section 5.31 Trailers and Mobile Units. Any travel trailers, vehicle and boat trailers, RV, motorhome or equivalent units, shall be screened by the Owner from public view at all times.

Section 5.32 Nighttime Illumination. No unreasonably bright lights shall be emitted from any lot. No dusk-to-dawn, security/mercury lights on tall poles shall be permitted. Decorative and yard lights are permitted; however, no lights shall exceed eight (8) feet above grade or the building level adjacent to said lighting. All outside lighting and fixtures shall be shielded from the view of adjoining lot Owners and all lights shall be "down" lighting and not be "radius" lighting.

Section 5.33 Private Access Driveway Maintenance. Recognizing the special access driveways depicted on the Subdivision Plat, the private access driveways to the following Lots shall be maintained exclusively by the following Lot Owners:

PRIVATE ACCESS DRIVEWAYS CROSSING:	TO SERVE:	SHALL BE MAINTAINED BY:
Lot 2	Lots 2 & 3	Lots 2 & 3
Lot 5	Lots 4	Lots 4 <i>(unless shared by Lot 5, who would then also share in maintenance)</i>
Lots 5	Lot 6	Lot 6 <i>(unless shared by Lot 5, who would then also share in maintenance)</i>
Lots 8 – 11		Lots 8 - 11
Common Area 'B'	Lot 12	Lot 12
Common Area 'B'	Lot 13	Lot 13
Lots 13 –15	Lots 14, 15 & 16	Lots 14, 15 & 16
Lots 16 & 17	Lots 17 & 18	Lots 17 & 18
Lot 35	Lot 36	Lot 36
Lot 36	Lot 37	Lot 37
Lot 38	Lots 38 & 39	Lot 38 & 39
Lot 40	Lots 40 & 41	Lots 40 & 41

- B. The Owners of such Lots shall cooperate to share maintenance obligations and any disputes concerning the costs of such maintenance obligations shall be resolved by the Board of Directors of the Association. It is the intent of these Restrictions that unless otherwise agreed, maintenance shall include grading and gravel surfaces as well as snow removal, but only after a majority of the Lots in each group have been developed by Owners. Maintenance shall be divided equally between Owners within each group, whether Lots are developed or not.

Section 5.34 Docks.

- A. Dock Length and Orientation.
  - 1. Docks shall not be of the permanent nature, and shall be of the floating or roll-in/roll-out design, and shall be removed from the lake in the winter. Docks shall not extend more than 30 feet from the shoreline where there is five feet of water at the end of the dock when the lake is at its mean annual high water level. Additional dock length shall be permitted where the 5 foot depth is not attained within 30 feet, but the additional length shall be limited to the minimum necessary to reach the 5 foot depth level and to no more than 60 feet in any case, with the exception of within Common Areas A & B, where they may be up to 70 feet in length..
  - 2. The breakwater portion of a dock shall be reasonably parallel to the shoreline and shall extend for no more than 30 feet or 25%, whichever is less, of the lakeshore frontage of the Lot or parcel on which it is located.
  - 3. Docks shall be located in the center of the lake frontage Lot, and no more than one dock shall be permitted on any Lot within this Subdivision.
- B. Minimum Distance to Shoreline. Where boat access is provided to a dock running parallel to the lakeshore, there shall be a minimum of 25 feet of open water between the dock and the shoreline at the mean annual high water elevation.
- C. Vegetation. No trees will be cut or vegetation removed within fifty (50) feet from the lakeshore of Georgetown Lake, unless absolutely necessary for the construction of an approved dock.
- D. Dock Construction. All docks shall be open or partially open. Solid docks, concrete docks, crib-fill docks, and other docks which prevent free water transfer are prohibited. All docks shall be open or provide openings:

1. On docks of less than 25 feet in length: at least one opening of at least eight feet in length; and
2. On docks of 25 feet or more in length: at least 50% of the sidewall area shall be open and all openings shall be at least eight feet in length.
3. Reflectors, not exceeding four inches in diameter, shall be installed and maintained at the end of all docks.

Section 5.35 Boats and Watercraft. No motorized boats or watercraft may be launched into or withdrawn from Georgetown Lake within the Property.

## ARTICLE VI

### DESIGN GUIDELINES AND PLAN APPROVAL PROCESS

Section 6.1 Design Guidelines. The Declarant has adopted Design Guidelines which will be made available to all lot owners. These guidelines contain provisions related to size, height, color, building materials, and related matters dealing with the construction of residential, accessory and other Improvements (including fences) on any Lot. The Guidelines may be amended from time to time by the ACC, and prior to starting any construction lot owners are advised to check with the ACC to make sure they have a current copy of said Guidelines.

Section 6.2 Plan Approval.

- A. No Improvement shall be erected on any Lot, other than Improvements erected by Declarant, without first obtaining the written approval of the Plans therefore by the Architectural Control Committee. The Architectural Control Committee shall not unreasonably withhold the approval of Plans which shall be based upon, among other considerations, the adequacy of site dimensions and architectural design, conformity of the external design with the external design of existing and approved Improvements on the Property, and any architectural theme established by the Architectural Control Committee, and aesthetics of the external design, the relationship of the topography, grade and finished elevation of the Lot, lakeshore, wildlife and natural environmental considerations, risks of wildfire [see Section 5.20], and any other purposes expressed as intentions of this Declaration.
- B. Any additions or alterations to any Improvements, or to Plans, shall be subject to Architectural Control Committee review and approval.
- C. Upon submission, the Architectural Control Committee shall approve or disapprove Plans within thirty (30) business days of the date of receipt thereof, in writing. Failure to approve or disapprove Plans within such period shall be conclusively presumed to constitute approval of such Plans.



Plans shall be submitted in duplicate. One set shall be returned to the Owner with approval or disapproval endorsed thereon.

- D. Plans to be approved shall include, at a minimum, an architectural site plan, all basic dimensions and setbacks, designation of landscaping, color and materials or external elements, square footage, building uses, entrances and exits, and any civil engineering plans for topography, grade, drainage, and utility connections.
- E. No work shall commence on any construction on any Lot without prior written approval of the Architectural Control Committee.
- F. Neither the Architectural Control Committee nor its members shall be liable in damages or otherwise to any Owner or other person affected by this Declaration by reason of mistake of judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval, or failure to approve or disapprove, any Plans.
- G. The Architectural Control Committee may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Compliance fees and deposits may also be required. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals. Declarant and the Association may employ architects, engineers, or other persons deemed necessary to perform the review. The Board may include the compensation of such persons in the Association's annual operating budget as a Common Expense.
- H. Any construction or alteration of Improvements on the Property by Declarant shall be exempt from the provision of this Article so long as Declarant is Owner of any portion of the Property.
- I. All construction or alteration of improvements shall be subject to the Design Guidelines, except as provided herein.

## ARTICLE VII

### MAINTENANCE OF IMPROVEMENTS

Section 7.1 Obligation to Maintain. All Improvements on a Lot shall be maintained by the Owner of such Lot, at such Owner's expense, in good, safe and clean condition and repair at all times and otherwise in accordance with the terms of this Declaration and the requirements of any governmental agency having jurisdiction. Exterior painting of each building shall be done on a regular basis, as needed, using previously approved colors. All parking, driveway and other areas shall be maintained in a good, safe and clean condition, including without limitation, the

regular carrying out of customary maintenance and repair, and cleaning and removal of refuse.

Section 7.2 Common Elements. Declarant shall convey the Common Elements to the Association which shall accept the same in their condition on the date of such conveyance, "as is, where is" and the Association shall assume all liability for ownership, operation, and use of such common elements.

The Association shall create an annual operating budget and shall make annual assessments for the purpose of maintaining the Common Elements. It is the intent of this Declaration that each Parcel Owner shall have one (1) vote as to the acceptance of the annual operating budget.

The Association shall be responsible for the exclusive management and control of the Common Elements and all improvements thereto, and shall keep the same in good, clean, attractive, and sanitary condition. The Association shall be responsible for the payment of all taxes, and for the maintenance of liability insurance, and shall include the same in the annual operating budget.

Subject to the obligations contained herein, the Owners shall have the right and easement of use and enjoyment in and to the Common Elements, which shall be appurtenant to and shall pass with the title to every Lot. The rights of Owners hereunder are subject to the power of the Association to establish reasonable rules and regulations, and to collect the assessments described above, for the use of any Common Element. The Association retains the right to dedicate or transfer all or any part of any Common Element to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No dedication or transfer shall be effective unless accomplished by an instrument in writing executed by Owners of two-thirds (2/3rds) of the Lots.

In the event any Common Element is damaged or destroyed by an Owner, or by any guest or invitee of such Owner, the Association shall have the right to repair all damage in a good, workmanlike manner and the costs of any such repair may, at the Board's discretion, be a special assessment upon the Lot of any such Owner causing such damage or destruction.

Although it is intended that the Association shall have the discretion to determine the level of maintenance for Common Elements hereunder, maintenance of the roadways shall include, at a minimum, dust abatement on a biannual basis, snow removal sufficient to provide year-round access to all Lots and all Owners, and such ordinary maintenance and reconstruction necessary for safety

The Association shall repair and maintain a sign and associated landscaping, if applicable, identifying the entire Property.

A Weed Management Plan shall be developed for the subdivision in consultation

with the Granite County Noxious Weed Coordinator, and all undeveloped portions of any roadways or common areas shall be managed by the Association in accordance with this plan. Funding for this management will be part of the fees charged by the Association.

Upon receipt of invoices, which shall not be given more frequently than monthly or less frequently than annually, each Owner shall reimburse the Association for that Lot's share of all costs of repairing and maintaining the Common Elements, including utility costs. The Association may in its discretion base the amount of the invoices upon estimated costs reasonably anticipated to be incurred during the next billing period, and any difference between estimated and actual costs shall be reflected in the amount of the next invoice. The Association shall maintain accurate books and records supporting the invoices for a period of at least three years. The books and records shall be available for inspection by any Owner. Each Lot's share of the costs is equal except for special assessments described in Section 5.33, Private Access Driveway Maintenance.

Section 7.3 Roadways. Declarant shall convey the private roadways to the Association which shall accept the same in their condition on the date of such conveyance, "as is, where is" and the Association shall assume all liability for ownership, operation, and use of such private roadways.

In addition, the Association shall be responsible for biannual dust abatement of Piney Point Road.

Section 7.4 Declarant not Liable. Declarant shall not be liable for any regular or special assessments for maintenance of Improvements, nor shall Declarant's voluntarily erection of Improvements, or any payments made by Declarant, be considered a waiver or relinquishment of Declarant's rights hereunder.

Section 7.5 Special Assessments. In addition to any other assessments authorized, the Association may levy a special assessment for any particular year for the purpose of defraying, in full or in part, the cost of any construction, reconstruction, repair or replacement of any Improvement or other work deemed necessary to preserve or enhance the Development. Special assessments shall require the consent of the Association, according to its By-Laws and the consent of Declarant if Declarant owns one (1) or more Lots.

No special assessments shall be made without a meeting called for the purpose of making such assessment with written notice to each Owner specifying the purpose and proposed amount of such assessment, at least thirty (30) days in advance.

## ARTICLE VIII

### LIEN RIGHTS AND ENFORCEMENT

Section 8.1 Abatement and Suit. In the event of the violation or breach of any of the provisions of these Restrictions and Covenants, the Association or its designee shall have the right to enter upon the Parcel at reasonable times to (a) determine the compliance of any Improvements thereon with the provisions of this Declaration or (b) repair, replace or maintain any Improvements located thereon which the Association has determined are not in compliance with the provisions of this Declaration. The Association may summarily abate and remove, at the expense of the Owner, any structure, thing or condition in violation of this Declaration, and prosecute a proceeding at law or in equity against the Owner or other person who has violated or is attempting to violate any of the Restrictions and recover damages for such violation. Any costs or expenses paid or incurred by the Association in abating such violation or prosecuting any such remedies (including all reasonable attorneys' fees and costs of collection) shall be immediately due and payable by the Owner to the Association.

Section 8.2 Lien Right. Any amounts payable to the Association shall be secured by a lien against the Lot or Lots as to which the breach of violation exists from and after the notice of lien described below is filed. The lien provided for in this Section may be filed for record by the Association as a notice of lien against the defaulting Owner or Owners in the Office of the County Recorder, signed and verified, which shall contain at least:

- A. A statement of the unpaid amount of costs and expenses;
- B. A legal description of the defaulting Owner's Lot, which is subject to the lien;
- C. The name of the Owner or reputed Owner of the Property which is subject to the lien.

Such lien, when so established against the Lot(s) described in said lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such Property after the time of filing of such lien. Such lien shall be for the use and benefit of the Association during the default of the defaulting Owner or Owners, and may be enforced and foreclosed in a suit or action brought in any Court of competent jurisdiction in the manner provided for the foreclosure of mortgages. If the violations recited in such Notice of Lien are totally cured and all amounts paid, the Association shall forthwith record an appropriate release of such lien at the Owner's sole expense.

Section 8.3 Interest. Interest shall accrue on all amounts owned by the Association under this Declaration at the rate of 12% per annum (or at the maximum interest rate permitted by law if less than 12% per annum) from the date of accrual until paid.

Section 8.4 Nuisance. Any action or omission which results in a violation of any of the Restrictions is hereby declared to be and to constitute a nuisance and every remedy allowed by law or equity against an Owner, either public or private, and

may be exercised by the Association or by any Owner.

- Section 8.5 Attorneys' Fees. In the event of any legal or equitable proceedings for the enforcement of or to restrain a violation of this Declaration or any provision hereof, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other costs in which such party is entitled.
- Section 8.6 Remedies Cumulative. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.
- Section 8.7 Effect of Assessments on Mortgage/Deed of Trust. No enforcement hereunder shall defeat or otherwise render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value on any Lot, or any Improvement, which is recorded prior to the recording of any lien hereunder. The priority of a previously recorded Mortgage or Deed of Trust, or other contract interest, is recognized hereunder provided that the Covenants and Restrictions hereunder are binding upon and effective against any Owner whose title may be acquired by foreclosure, Trustee's Sale, or other contract disposition. The lien rights existing hereunder shall not be defeated, but shall survive any foreclosure to the maximum extent provided by law.

## ARTICLE IX

### TERMINATION AND AMENDMENT

- Section 9.1 Term. This Declaration shall be binding upon the Property and each Owner thereof from the date hereof until January 1, 2030, and they shall thereafter be automatically renewed and extended for successive periods of 10 years each, unless a Notice of Termination is filed of record with the County Clerk and Recorder. At any time following the initial term and after Declarant is no longer an Owner, these Restrictions may be terminated by placing on record, in the office of the County Clerk and Recorder, a written Notice of Termination signed and acknowledged by the Owners of 75% of the Lots.
- Section 9.2 Amendment. This Declaration may be amended by a Declaration of Amendment signed and acknowledged by the Owners of Parcels comprising at least 75% of the Lots. Notwithstanding the foregoing, so long as Declarant is an Owner of one (1) or more Lots, this Declaration may not be amended unless Declarant joins in the amendment. Any such amendment shall be effective only from and after the date of the recording thereof in the Office of the County Recorder.

Covenants dealing with garbage, animals (pets), weed management and wildlife shall not be amended without the concurrence of the governing body (County Commissioners).

## ARTICLE X

### MISCELLANEOUS

- Section 10.1 Implied Consent. Any person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction and easement contained herein, whether or not any reference to this Declaration is contained in the instruments by which such person acquired an interest in the Property.
- Section 10.2 Declarant Held Harmless. Each Owner and occupant shall, and hereby does, indemnify and hold harmless Declarant and the Association and its members against and from any and all claims for injury or death to persons or damage to or loss of property arising out of the construction, performance by or on behalf of such Owner, or use, operation, maintenance of the Parcel occupied by such Owner, or any Improvements thereon.
- Section 10.3 Mutuality, Reciprocity, Run with Land. All the Restrictions contained herein are made for the direct, mutual and reciprocal benefit of each and every portion of the Property and, create an equitable servitude upon each Parcel as the servient tenement in favor of every other Parcel as the dominant tenement and create reciprocal rights and obligations among the respective Owners, and privity of contract and estate among all grantees of the Parcel, their heirs, successors and assigns. In addition, each of the Restrictions shall operate as covenants running with the land for the benefit of the Property and each Parcel, and shall inure to the benefit of all grantees hereof, their heirs, successors and assigns, and shall apply to and bind the grantees of any and all the Parcels, their heirs, successors and assigns.
- Section 10.4 Severability. If any provision of this Declaration is held to be invalid by any court having jurisdiction thereof, the invalidity of such provision shall not affect the validity or enforceability of the remaining provisions of this declaration.
- Section 10.5 County Requirements. Nothing contained herein shall take precedence over, and any development of the Property shall be subject to, all applicable ordinances, regulations and requirements of the County and any other governmental authorities having jurisdiction thereof. Notwithstanding the foregoing, where the Restrictions of this Declaration are more stringent than the regulations and requirements of such governmental authority, the Restrictions of this Declaration shall apply.
- Section 10.6 Change in 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 hereof.

Section 10.7 Waivers and Permissions. The Association in its discretion may grant a waiver of, or permission for variance from, any restriction. Any such waiver or permission granted by the Association must be in writing to be effective and no such waiver or permission shall constitute a general waiver with reference to other or different occasions, Owners, Parcels, or activities.

Section 10.8 Notices. Unless otherwise provided herein or in the By-laws, all notices, consents, requests, approvals and other communications required or permitted herein, shall be in writing and shall be deemed to have been duly given upon personal delivery or 48 hours after deposited in United States mail registered or certified with return receipt requested, postage prepaid, to the intended party at such party's last known address; provided that such communications given by Declarant may be made, at Declarant's option, by regular United States mail.

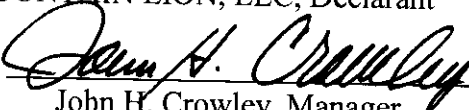
Section 10.9 Arbitration. Provision for the enforcement of the Restrictions and these covenants are contained in Article VIII. It is intended that this Declaration is enforceable by actions at law and in equity in the District Courts of the State of Montana, as provided in such Article. Except for enforcement of this Declaration, disagreements concerning interpretation of the Restrictions and other Covenants herein shall be governed by Arbitration as provided below. In the event litigation is pursued to enforce this Declaration as provided in Article VIII, any Court shall be entitled to submit disagreements over interpretation of the terms of this Declaration to binding Arbitration as provided below, with the Court retaining the right to enforce any matters so determined.

Any disagreement arising out of interpretation of the terms of this Declaration, or guidelines promulgated pursuant to this Declaration, shall be submitted to arbitration and this Agreement shall be specifically enforceable under the Montana Uniform Arbitration Act. It is mutually agreed that the decision of the arbitrators shall be final and binding upon all parties.

Provision for the appointment of arbitrators and the conduct of the arbitration shall be as provided under the Rules of the American Arbitration Association consistent, however, with the Uniform Arbitration Act. Any arbitration conducted hereunder shall be conducted in Missoula, Montana.

IN WITNESS WHEREOF, John H. Crowley, Manager of Mountain Lion, LLC, Declarant, has caused his name to be signed as of the day and year first above written.

MOUNTAIN LION, LLC, Declarant

By   
John H. Crowley, Manager





## EXHIBIT 'A'

A Tract of land located in and being a portion of the North one-half (N1/2) of Section 13, Township 5 North, Range 14 West, Principal Meridian, Montana, Granite County, Montana, lying above the 6429.5 foot contour of Georgetown Lake, being more particularly described as follows:

Beginning at the Section corner common to Sections 11, 12, 13, and 14, Township 5 North, Range 14 West, said point being the TRUE POINT OF BEGINNING; thence along the Section line common to Sections 12 and 13, S.89°55'27"E., 2563.20 feet more or less to a point on the 6429.5 foot contour line of Georgetown Lake; thence along said 6429.5 foot contour line as approximated by the following four (4) courses: S.47°10'48"E., 6.75 feet; thence S.56°51'19"E., 73.91 feet; thence S.68°06'27"E., 50.33 feet; thence S.78°38'56"E., 41.75 feet; thence departing said 6429.5 foot contour, S.22°51'39"W., 240.19 feet; thence S.63°54'08"E., 49.98 feet to the southwest corner of Tract 1, Certificate of Survey No. 158, records of Granite County; thence along the south boundary of said Tract 1, S.75°45'37"E., 201.30 feet to the southeast corner of said Tract 1; thence the following two (2) courses along the west boundary of Tract 6-A of Amended Plat No. 703, records of Granite County: S.24°29'46"E., 511.80 feet; thence S.66°12'51"E., 90.00 feet; thence S.66°12'51"E., 16.35 feet; thence S.35°10'24"W., 15.43 feet; thence S.20°42'40"W., 129.49 feet; thence S.14°35'09"W., 78.08 feet; thence S.00°49'24"W., 194.00 feet; thence S.23°03'20"W., 20.92 feet; thence S.68°13'10"E., 104.07 feet to the southeast corner of Tract 10 of said Certificate of Survey 158; thence following two (2) courses along the south boundary of said Tract 10: S.68°13'10"E., 149.07 feet; thence N.60°22'50"E., 152.88 feet more or less to a point on the 6429.5 foot contour line of Georgetown Lake; thence along said 6429.5 foot contour line as approximated by the following six (6) courses: S.66°19'17"E., 107.82 feet; thence S.88°38'15"E., 42.21 feet; thence S.55°45'51"E., 67.60 feet; thence S.68°43'01"E., 95.20 feet; thence S.66°00'40"E., 44.47 feet; thence S.62°50'02"E., 78.19 feet; thence departing said 6429.5 foot contour, S.09°00'29"W., 15.62 feet to the northwest corner of Tract 11 of said Certificate of Survey No. 158; thence the following two (2) courses along the boundary of said Tract 11: S.09°00'29"W., 154.92 feet; thence S.84°00'20"E., 200.14 feet; thence N.47°31'05"E., 34.18 feet more or less to a point on the 6429.5 foot contour line of Georgetown Lake; thence along said 6429.5 foot contour line as approximated by the following course: S.41°45'37"E., 69.65 feet; thence departing said 6429.5 foot contour, S.47°31'05"W., 29.90 feet to the northwest corner of Tract 12 of said Certificate of Survey No. 158; thence the following two (2) courses along the boundary of said Tract 12: S.02°49'41"W., 166.23 feet; thence S.81°04'33"E., 249.34 feet to the southwest corner of Tract 13 of said Certificate of Survey No. 158; thence along the south boundary of said Tract 13, S.72°39'58"E., 127.46 feet to the southeast corner of said Tract 13; thence along the south boundary of Tract 14 of said Certificate of Survey No. 158, S.70°56'46"E., 121.01 feet; thence the following three (3) courses along boundary of Tract 1 of Certificate of Survey No. 654, records of Granite County: S.31°04'25"W., 168.84 feet; thence S.44°34'51"W., 84.20 feet; thence S.71°40'33"E., 173.84 feet to a point on the west boundary of Tract 18-A of Certificate of Survey No. 647, records of Granite County; thence the following two (2) courses along the boundary of said Tract 18-A: S.17°05'24"W., 136.71 feet; thence S.64°42'26"E., 351.03 feet more or less to a point on the 6429.5 foot contour line of Georgetown Lake; thence along said 6429.5 foot contour line as approximated by the following sixty-six (66) courses: S.34°55'21"W., 56.01'; thence S.41°09'15"W., 55.46 feet; thence S.49°03'35"W., 58.16 feet; thence S.58°45'27"W., 58.51 feet; thence S.69°58'00"W., 66.41 feet; thence S.73°35'52"W., 76.76 feet; thence S.63°27'07"W., 15.21 feet; thence S.61°22'13"W., 71.63 feet; thence S.71°25'11"W., 52.11 feet; thence S.83°03'04"W., 23.63 feet; thence N.84°48'03"W., 23.99 feet; thence N.75°09'21"W., 22.68 feet; thence N.63°21'00"W., 64.78 feet; thence N.69°58'10"W., 74.35 feet; thence N.58°39'42"W., 42.73 feet; thence N.63°48'17"W., 22.99 feet; thence N.79°46'10"W., 30.81 feet; thence N.64°54'16"W., 24.53 feet; thence

N.72°33'02"W., 110.14 feet; thence N.79°07'47"W., 96.60 feet; thence N.89°05'46"W., 35.33 feet; thence S.83°23'01"W., 31.20 feet; thence S.63°52'53"W., 71.59 feet; thence S.87°40'41"W., 52.93 feet; thence N.77°54'10"W., 63.79 feet; thence N.64°37'56"W., 25.79 feet; thence N.58°57'30"W., 37.21 feet; thence N.42°04'22"W., 25.38 feet; thence N.53°32'56"W., 27.89 feet; thence N.35°58'56"W., 90.41 feet; thence N.26°50'28"W., 68.97 feet; thence N.23°50'26"W., 73.68 feet; thence N.17°55'00"W., 96.45 feet; thence N.19°33'49"W., 92.88 feet; thence N.17°10'01"W., 63.07 feet; thence N.10°03'31"W., 33.05 feet; thence N.28°26'29"W., 76.74 feet; thence N.32°29'43"W., 86.99 feet; thence N.35°59'02"W., 139.40 feet; thence N.42°57'53"W., 63.59 feet; thence N.52°05'20"W., 29.68 feet; thence N.67°35'54"W., 39.81 feet; thence N.76°36'58"W., 76.18 feet; thence N.89°59'05"W., 110.04 feet; thence S.81°40'27"W., 147.81 feet; thence S.85°39'43"W., 47.67 feet; thence S.78°21'43"W., 48.87 feet; thence S.85°55'11"W., 33.90 feet; thence S.89°37'30"W., 21.91 feet; thence N.78°09'37"W., 69.25 feet; thence N.84°04'36"W., 59.18 feet; thence N.82°37'47"W., 123.11 feet; thence N.86°10'34"W., 98.73 feet; thence N.78°17'16"W., 46.82 feet; thence S.87°28'06"W., 98.66 feet; thence N.77°10'38"W., 88.08 feet; thence N.69°53'37"W., 91.52 feet; thence N.73°28'42"W., 39.54 feet; thence N.85°16'55"W., 56.36 feet; thence N.72°32'21"W., 21.11 feet; thence N.79°55'09"W., 34.89 feet; thence N.87°36'21"W., 46.80 feet; thence departing said 6429.5 foot contour line, N.05°31'34"W., 373.98 feet to a non-tangent point of curvature, said point having a radial bearing of S.05°01'17"E.; thence an arc distance of 88.55 feet along said non-tangent curve, being concave to the south, of radius 305.59 feet and delta 16°36'11" to a point on a tangent line; thence along said tangent line, S.68°22'31"W., 200.33 feet to a tangent point of curvature; thence an arc distance of 28.58 feet along said tangent curve to the right, of radius 407.97 feet and delta 04°00'49" to a point on a non-tangent line, said point having a radial bearing of N.17°36'40"W.; thence along said non-tangent line, S.30°09'40"E., 369.39 feet more or less to a point on the 6429.5 foot contour line of Georgetown Lake; thence along said 6429.5 foot contour line as approximated by the following twenty-eight (28) courses: S.46°55'45"W., 93.49 feet; thence S.39°12'41"W., 109.70 feet; thence S.34°34'27"W., 62.34 feet; thence S.29°19'41"W., 61.15 feet; thence S.09°19'58"W., 16.66 feet; thence S.04°52'07"E., 29.30 feet; thence S.04°14'21"W., 25.25 feet; thence S.23°58'09"W., 64.71 feet; thence S.44°58'18"W., 32.80 feet; thence S.71°08'26"W., 26.43 feet; thence S.85°50'25"W., 32.73 feet; thence N.78°02'46"W., 69.66 feet; thence N.63°12'20"W., 47.32 feet; thence N.54°29'48"W., 67.86 feet; thence N.43°50'18"W., 79.93 feet; thence N.37°20'18"W., 78.33 feet; thence N.38°06'47"W., 148.04 feet; thence N.34°24'02"W., 104.92 feet; thence N.32°19'54"W., 168.79 feet; thence N.33°47'11"W., 126.10 feet; thence N.41°24'09"W., 109.56 feet; thence N.44°56'25"W., 186.80 feet; thence N.43°51'45"W., 141.33 feet; thence N.45°51'38"W., 143.65 feet; thence N.49°08'31"W., 93.74 feet; thence N.50°34'42"W., 137.23 feet; thence N.53°10'04"W., 78.64 feet; thence N.56°35'34"W., 95.53 feet to a point on the west boundary of said Section 13; thence along said west boundary, N.00°07'00"E., 846.85 feet to the TRUE POINT OF BEGINNING.

Containing 143.07 acres, more or less, being subject to all easements and rights-of-way, as shown, existing or of record.