

TIMBRSHOR ASSOCIATION

Dr. James B. Payson, Chairman
112 Garden Circle
Thibodaux, LA 70301
December 7, 1985

Mr. William Thibodeau
5815 Jay Lane
Missoula, MT 59803

Dear Bill,

I have received returns from three of the other four board members concerning your request to install a shore station in your boat slip at Timbrshor. I am sure you will be pleased to know that, with one board member abstaining, your request has been unanimously approved. Please proceed with the understanding that this is a trial installation, subject to further approval after being viewed by the board members and must in no way compromise the integrity of the boat dock nor impair its utility if the shore station is removed. Also bear in mind that one of the primary considerations is that the installation should protrude above the existing docks as little as possible.

I am sending copies of this letter to the other board members and to Randy and Lou Borchers. I presume the installation will be made early in the spring and I am looking forward to seeing the results.

Sincerely,

Dr. James B. Payson, Chairman
Timbrshor Association

cc: Mr. R. G. Cannon
Dr. Carol Ammons
Dr. Walter Schwank
Mr. Vern Selvig
Mr. Lou Borchers
Mr. Randy Borchers

80142

TIMBRSHOR ASSOCIATION

Dr. James B. Payson, Chairman

112 Garden Circle
Thibodaux, LA 70301
December 7, 1985

Mr. Randy Borchers
Finley Point Marina
Polson, MT 59860

Dear Randy,

I have contacted the Board of Directors concerning the installation of the shore station requested by Bill Thibodeau. I have received concurrence from a majority of the board members and am enclosing a copy of the letter I have sent to Bill. I would expect little trouble in getting permission for you to install a demonstrator if Bill's installation is satisfactory. I would expect you to delay such an installation until next May when I can get the board members reaction to Bill's installation.

I am enclosing my payment for November. Although it is a small matter, I am curious as to why the bill has increased from \$38.94 to \$41.26 per month.

Sincerely,

Dr. James B. Payson, Chairman
Timbrshor Association

00143

TIMBRSHOR ASSOCIATION

Dr. James B. Payson, Chairman
112 Garden Circle
Thibodaux, LA 70301
December 7, 1985

Mr. Lou Borchers
Borchers of Finley Point
Polson, MT 59860

Dear Lou,

I talked to Randy last month and he told me you were expected to return to Timbrshor this past week. I will assume you have done so and address my concerns to you rather than Dean.

I am enclosing a copy of a letter that I sent to Bill Thibodeau concerning his request to install a shore station in his boat slip. I have the concurrence of four of the five board members, and, I assume, the tacit approval of Dean. I had sent him a copy of the request and had no response. I have talked to Randy about this, and am sending him a copy of the letter.

I presume you have received the communications from Wally concerning the operating budget assessment for 1985/86. The board voted to impose sanctions in the form of a property lein on anyone not having paid their assessment by 1 February. According to Wally, there is an assessment of \$1383.59 due from Borchers of Finley Point for the 29 undeveloped sites, \$47.71 due for the Lodge, and \$92.21 due for Dean's unit. I presume Dean and not you would be responsible for the latter. I would very much appreciate it if you would communicate with me concerning these assessments. I do not like the direction things seem to be taking, and wish we could avoid any unpleasant confrontations. Please drop me a line or call, preferably on a Saturday or Sunday morning.

Sincerely,

Dr. James B. Payson, Chairman
Timbrshor Association

00197

TIMBRSHOR ASSOCIATION

Dr. James B. Payson, Chairman
112 Garden Circle
Thibodaux, LA 70301
December 7, 1985

&title& &fname& &mi/o& &lname&
&space/o&
&street&
&city&

Dear &nname&,

I have received returns concerning the installation of the shore station in Bill Thibodeau's boat dock from everyone except Carol Ammons. All were in favor of a trial installation, so I have sent Bill the enclosed letter.

It is my understanding that Lou Borchers has returned to Timbrshor from Alaska. I am writing him today concerning the assessment for the 1985/86 operating budget.

The response to my request for nominations for the positions of Chairman and Secretary of the association was somewhat disappointing. I have received three responses besides my own selections, and the results are as follows:

Chairman	Points (three for first place, two for second, one for third)
Fred Long	9
Jay Penington	5
Leonard Rotundi	2
Vern Selvig	2
Kerry Garner	1

Secretary	
Evie Fordahl	5
Barbara Olson	4
Marge Garner	3
Vern Selvig	3
Carol Ammons	2

Phil Fordahl received nominations for two offices, but as he is not a property owner, he is ineligible to be on the board. I would like to solicit any further comment. If there is none, I will contact Fred and Evie after the first of the year to ascertain their willingness to serve.

Sincerely,

Dr. James B. Payson, Chairman
Timbrshor Association

Received 12/20/85

JFK November 15, 1985

Dear Jim and other Board members,

I have returned the ballots to Jim with his letter but want each of you to know of my concerns, based on a small search on the issue.

The ballot as presented on Mr. Tibodeau's request to install a shore station speaks of a "trial installation"; his letter of request speaks only of an installation. He told me on the telephone such would cost ~~about~~ ^{about} \$2000.00. As there are a large variety of such stations and no plans were submitted and there are questions from several members, I do not see how I could reasonably base a vote on knowledge or fairmindedness to Mr. Tibodeau or others, including myself at this time.

I suggest a mail ballot ^(or any other) should be based on a clear proposal from Mr. Tibodeau, with a sketch and indication that this is merely a trial - for a specified period. Then I could be confident of understanding what was proposed and that Mr. Tibodeau knew this arrangement might have to be dismantled - for what reasons.

Perhaps since his kind of issue is important and has come up before, we should discuss this in an open meeting.

Happy Holidays/Merry Christmas
Carol Ammons
PO 196

Board members
interested
in this

Dec 3, 1985

Dear Dean,

I have previously sent you several notices requesting payment of operating budget accounts & other amounts due as follows:

- \$ 1383.59 operating budget for 29 undeveloped sites not paid by Borchers of Fenley Point, Inc.
 - 47.71 operating budget for lodge, not paid by Borchers
 - 92.21 operating budget (\$77.21), laundry (\$15.00) for unit owned by Borchers, O'Connor, Howell & McFadden. Bills in part have been paid by Dean Borchers.
-
- \$ 1523.51 Total due.

The developer & all unit owners received the following notification of Board action attached to the 1985-86 Operational budget.

The Board of Directors in their meeting of July 27, 1985 passed the following motion: If an Association member has not paid his/her operating budget assessment by January 1st of the budget year, the Treasurer is to notify the members of the Board of Directors. The Chairman of the Board is to then notify the member whose payment is delinquent that if payment is not made by February 1st, the Chairman is to initiate placement of a lien on that members Association property. This is recommended procedure per Article 12 of the Declaration under the Unit Ownership Act and Restrictive Covenants of Timbrshor Association.

Helen & I are leaving California Dec 19 for Tasmania, Australia & New Zealand & will not return until approximately Feb 1. Therefore please mail your check in amount of \$1523.51 made out to Timbrshor Assoc. to Jim Payson, Chrm. Note copies of this letter are being mailed to all board members. Thank you.

Nally Schwanke
Treasurer, Timbrshor Assoc.

- B.C. Jim Payson
- Vern Selwig
- Sam Borchers
- Carol Ammann
- Rich Cannon

Bishop
INSURANCE
SERVICE

212 2nd Ave. E. • Phone 883-5372 • Polson, Montana 59860

104 Highway 93 S. • Phone 676-5341 • Ronan, Montana 59864

November 11, 1985

Wally Schwank
Space 243
24921 Muirlands
El Toro, CA 92630

RE: Timbrshor Landowners Association
Policy 2CC017987530

The following explanation of coverages in layman's language doesn't amend the policy. I realize that sounds like a cop out, but I can't become the insurance company.

The policy applies to common areas, rented commercial buildings, pumps and docks. It is a general liability policy. The limit of liability is \$1,000,000 and has a \$1,000,000 aggregate for all losses occurring between 11/8/85 and 11/8/86.

Your premium is \$1,349 and has been paid.

Thank you.

Warren Wilson
Warren Wilson

WW: cmn

After receiving the General Liability Renewal certificate (copy enclosed) I requested, on Nov 1st, an explanation, in layman's language, of Timbrshor Assoc. coverages.

This is Bishop's answer + clarification.

We are leaving Dec 19 to "bum around" on our own for 5 weeks in Tasmania, Australia + New Zealand. Helen + I wish a Happy Holidays for you + your family.

Board members: note on back.

Wally

00148





GENERAL LIABILITY RENEWAL CERTIFICATE

Item 1. NAMED INSURED and Address (No. & Street, City, County, State, Zip Code)

Policy Number 2CC017987530

Borchers of Finley Point, A Corp
L.F. Borchers, Jr & William F
Borchers, Ind c/o Lou F. Brochers
Finley Point, Polson, Montana 59860

Renews 2CC017987530

The Named Insured is: Individual Partnership Corporation
 Other (specify)

Business of Named Insured

Land Developer

Agent or Broker and Address

Bishop Ins. Service
Polson, Montana

Item 2. Policy Period

From 11/8/85 to 11/8/86

12:01 A.M. standard time at the address of the Named Insured as stated herein.

Item 3. Coverages

Limits of Liability

Comprehensive General Liability Owners', Landlords' and Tenants' Liability Manufacturers' and Contractors' Liability
A. Bodily Injury Liability \$,000 each occurrence \$,000 aggregate
B. Property Damage Liability GL9916 \$,000 each occurrence \$,000 aggregate

Classifications	Class Code No.	Premium Bases (Exposure)	Rates		Advance Premiums	
			Bodily Injury	Property Damage	Bodily Injury	Property Damage
Dwelling- 1family-lessor	65143	one	41	2	41.	2.
Real Estate Dev Prop	65500	24A			431.	71.
Bldg-Lessor GLO404	65198	A-13,600	4.343	.067	591.	9.
Docks GLO419	44332	b-1,000	5.922	.08	168.	12.
					59.	-
					78.	-

MINIMUM PREMIUMS
ONE YEAR OR LESS-NOT
SUBJECT TO S.P. ADJUSTMENT
\$100.

Endorsement Nos. 110018

Audit Period: Annual, unless otherwise designated below.

Semi-annually Quarterly Monthly

Deposit Premium

\$ 1368. \$ 94.

\$

Total Advance Premium \$ 1462.

In consideration of the payment of the premium, it is agreed that the policy designated above is renewed for the policy period stated above, subject to all its terms except as otherwise specified herein.

If, prior to the effective date stated in this certificate, the Company has adopted revised provisions for the form of the policy renewed by this certificate in order to afford, without additional premium, a broader insurance to all risks such as that insured by the policy, the insurance afforded for the policy period stated in this certificate shall be construed in accordance with the provisions of such revision.

In Witness Whereof, the Company designated below has caused this certificate to be signed by its President and its Secretary at Baltimore, Maryland, and countersigned by a duly authorized representative.

UNITED STATES FIDELITY AND GUARANTY COMPANY
 FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

BALTIMORE, MARYLAND

William F. Spliedt
Secretary

Charles A. [Signature]
President
Charles A. [Signature]
Authorized Representative



INSURANCE BINDER

Binder No.

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM

NAME AND ADDRESS OF AGENCY

WESTERN STATES INSURANCE AGENCY, INC.
Box 489
Polson, Mt. 59860

COMPANY

AMERICAN STATES

Effective m 10/1 ,19 85

Expires 12:01 am Noon 11/1 ,19 85 This binder is issued to extend coverage in the above named company per expiring policy # _____ (except as noted below)

NAME AND MAILING ADDRESS OF INSURED

Randy Borchers DBA
FINLEY POINT MARINA
Finley Point
Polson, Mt. 59860

Description of Operation/Vehicles/Property

Marina

Type and Location of Property

Coverage/Perils/Forms

Amt of Insurance

Ded.

Coins. %

PROPERTY

all on Finley Point
Building
Building
Personal Property
Building
BuildingNamed Perils
" "
" "
" "
" "25,000
45,000
4,000
8,000
5,000250
250
250
250
250

Type of Insurance

Coverage/Forms

Limits of Liability

Each Occurrence

Aggregate

LIABILITY

 Scheduled Form Comprehensive Form
 Premises/Operations
 Products/Completed Operations
 Contractual
 Other (specify below)
 Med. Pay. \$ Per Person \$ Per Accident
 Personal Injury A B CBodily Injury \$ \$
Property Damage \$ \$
Bodily Injury & Property Damage Combined \$ 1,000,000 \$
Personal Injury \$

AUTOMOBILE

 Liability Non-owned Hired
 Comprehensive-Deductible \$
 Collision-Deductible \$
 Medical Payments \$
 Uninsured Motorist \$
 No Fault (specify):
 Other (specify):Limits of Liability
Bodily Injury (Each Person) \$
Bodily Injury (Each Accident) \$
Property Damage \$
Bodily Injury & Property Damage Combined \$ WORKERS' COMPENSATION — Statutory Limits (specify states below) EMPLOYERS' LIABILITY — Limit \$

SPECIAL CONDITIONS/OTHER COVERAGES

Timbr Shores Homeowners Association as additional insured.

NAME AND ADDRESS OF MORTGAGEE LOSS PAYEE ADD'L INSURED

LOAN NUMBER

#3 Jim Payson
112 Garden Circle
Tibodaux, La. 30301

Signature of Authorized Representative

10/11/85

Date

00150



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

8/13/85

PRODUCER

Bishop Insurance Service
212 2nd Ave. E.
Polson, Montana 59860

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A**

USF&G

COMPANY LETTER **B**COMPANY LETTER **C**COMPANY LETTER **D**COMPANY LETTER **E**

INSURERS
1. Merchants of Finley Point, A Corp.
2. Timbrshor Landowners Assoc.
3. Members of Timbrshor Landowners Assoc. as respects their interest in the association

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
					EACH OCCURRENCE	AGGREGATE	
A	GENERAL LIABILITY	2CC017987530	11/8/84	11/8/85	BODILY INJURY	\$	\$
	<input type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD PRODUCTS/COMPLETED OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS BROAD FORM PROPERTY DAMAGE PERSONAL INJURY				BI & PD COMBINED	\$,000,	\$,000,
	<input checked="" type="checkbox"/> BFCGL				PERSONAL INJURY	\$	\$
	AUTOMOBILE LIABILITY				2CC017987530	11/8/84	11/8/85
<input type="checkbox"/> ANY AUTO	BODILY INJURY (PER ACCIDENT)	\$	\$				
<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)	PROPERTY DAMAGE	\$	\$				
<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)	BI & PD COMBINED	\$,000,	\$,000,				
<input checked="" type="checkbox"/> HIRED AUTOS							
<input type="checkbox"/> NON-OWNED AUTOS							
<input type="checkbox"/> GARAGE LIABILITY							
	EXCESS LIABILITY				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM						
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY		
					\$	(EACH ACCIDENT)	
					\$	(DISEASE-POLICY LIMIT)	
					\$	(DISEASE-EACH EMPLOYEE)	
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

All owned locations-including common areas-docks rented building and gas pumps Insured #2 and #3 added effective 8/12/85.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Cumby Brackley

00151



CERTIFICATE OF INSURANCE

SET TAB STOPS AT
ISSUE DATE (MM/DD)

7/29/85

PRODUCER

Bishop Insurance Service
212 2nd Ave. E.
Polson, Montana 59860

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A****USF&G**COMPANY LETTER **B**COMPANY LETTER **C**COMPANY LETTER **D**COMPANY LETTER **E**

INSURED

1/ Borchers of Binley Point, ACCorp.
2. Timbrshor Landowners Assoc.
3. Members of Timbrshor Landowners Assoc. as respects their interest in the association

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY	Proposed	XXX	XXX	BODILY INJURY	\$	\$
<input checked="" type="checkbox"/>	COMPREHENSIVE FORM						
<input type="checkbox"/>	PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD						
<input type="checkbox"/>	PRODUCTS/COMPLETED OPERATIONS						
<input type="checkbox"/>	CONTRACTUAL						
<input type="checkbox"/>	INDEPENDENT CONTRACTORS						
<input type="checkbox"/>	BROAD FORM PROPERTY DAMAGE						
<input type="checkbox"/>	PERSONAL INJURY			BI & PD COMBINED	\$1,000,	\$1,000,	
<input checked="" type="checkbox"/>	BFCGL				PERSONAL INJURY	\$	
	AUTOMOBILE LIABILITY				BODILY INJURY (PER PERSON)	\$	
<input type="checkbox"/>	ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$	
<input type="checkbox"/>	ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$	
<input type="checkbox"/>	ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$1,000,	
<input type="checkbox"/>	HIRED AUTOS						
<input checked="" type="checkbox"/>	NON-OWNED AUTOS						
<input type="checkbox"/>	GARAGE LIABILITY						
	EXCESS LIABILITY				BI & PD COMBINED	\$	\$
<input type="checkbox"/>	UMBRELLA FORM						
<input type="checkbox"/>	OTHER THAN UMBRELLA FORM						
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY		
					\$	(EACH ACCIDENT)	
					\$	(DISEASE-POLICY LIMIT)	
					\$	(DISEASE-EACH EMPLOYEE)	
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

All owned locations - including common areas- docks rented buildings and gas pumps

CERTIFICATE HOLDER

Specimen

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

00156

TIMBRSHOR ASSOCIATION
Fire Number Assignment
&date&

The assigned fire number for Timbrshor is W 736. To enable the fire department to better differentiate, each unit has been assigned a sub-number as indicated below:

Fire Number	Unit
W 736A	Schwank/Fordahl
W 736B	Lokken/Thibodeau
W 736C	Rotundi
W 736D	Lodge
W 736E	Fourplex
W 736F	Olson/Tofte
W 736G	Borchers et al.
W 736H	Doughten
W 736I	Garner
W 736J	Long
W 736K	Genzberger
W 736L	Peterson
W 736M	Ammons
W 736N	Cannon
W 736O	Penington
W 736P	Mailander

When reporting a fire, give the fire number/Timbrshor/Borchers/Finley Point Marina as identification (preferably all four), and have someone go to the intersection at the Timbrshor sign to direct the fire equipment.

TIMBRSHOR ASSOCIATION

Dr. James B. Payson, Chairman
Timbrshor, Finley Point
Polson, MT 59860
May 24, 1985

&TITLE& &FNAME& &MI/O& &LNAME&
&SP/O&
&STREET&
&CITY&

Dear &NNAME&:

Lorraine and I arrived at Timbrshor on May 15th. I have checked over all the units and found no apparent discrepancies. The property looks probably as well as it ever has. Randy has cleaned up the area above the Marina beach and promises to clean it up even better. It is my understanding that Bill Borchers is to maintain the yard at the lodge.

I talked to Margaret and Jay Penington last week end. Jay told me there were two liens on the property. I checked with the Court House and found that the Mechanics Lien imposed by Bill Biggs has never been lifted. I mentioned this to Mercer's secretary and will check to make sure that action is taken. The other lien is a tax lien imposed by the county for delinquent taxes on unit 309 and the common property associated with it. I have contacted Dean Borchers concerning this.

Dean informed me that Earl Genzberger has filed bankruptcy and his property is now, presumably, in the hands of the court. I sent him a letter concerning electric and repair costs for the water system and am awaiting a reply. I hope to have some definitive information about the status of this property before our board meeting.

I have contacted Rich Cannon and he has agreed to be a candidate for the Board of Directors. I have been unsuccessful in my attempts to contact Phil Fordahl by phone. I wrote him a letter on May 20th and am awaiting a reply. I understand there is some question about his eligibility to serve on the board as he had the property in Edy's name and may technically not be a property owner. I will contact Carol Ammons if he is not eligible.

We will have the Board of Directors meeting at my place on June 22nd at 10:00 a.m., and I have obtained the Montecahto club at a fee of \$25.00 for the June 29th general membership meeting. I expect to get out a letter announcing this the first of next week. I wanted to announce the nominees for the board, but may not be able to and still make the thirty day notice requirement for the notification. I hope I will be able to ascertain Phil's status by the first of the week.

I will be looking forward to seeing all of you soon. The weather has been just beautiful since we arrived, but there is little snow pack and we may be in for a dry summer. The lake is coming up rather fast and should be near full pond in early June.

Sincerely,

00158

TIMBRSHOR ASSOCIATION
Dr. James B. Payson, Chairman
Timbrshor, Finley Point
Polson, MT 59860
May 20, 1985

Mr. Philip Fordahl
3232 5th Ave. South
Great Falls, MT 59405

Dear Phil,

I have been trying to call you for the past couple days, with no luck. I had a phone number, 761-6700, that doesn't seem to be correct. If this isn't right, I would appreciate a correction.

I am writing because you have been proposed as a candidate for the Timbrshor Board of Directors. As you probably know, there will be two vacancies this year, Dean Borchers and Carl Peterson are completing their three year terms as directors. I requested the present board to act as a nominating committee, and you and Rich Cannon were the two top nominees.

I understand from Margaret that there may be some question as to your eligibility to serve. She indicated that you had had the property in Evy's name so were technically not a property owner. If this is the case, it will be necessary to ask someone else. I guess what I need to know is: 1. Are you now a property owner? and 2. If you are, would you be willing to have your name placed in nomination for a position of the Board of Directors at the general membership meeting on June 29th?

I would appreciate a prompt reply, as I need to get out a letter to the membership announcing the meeting and the agenda sometime during the next week. I do hope that you will be able and willing to serve. With Lou gone, there will be more responsibility placed on the Board of Directors and we certainly need capable, knowledgeable individuals.

Lorraine and I arrived at Timbrshor last Wednesday, and found everything pretty well in order. I hope we will see you soon.

Sincerely,

60159

TIMBRSHOR ASSOCIATION
Dr. James B. Payson, Chairman
Timbrshor, Finley Point
Polson, MT 59860
May 19, 1985

Dr. Walter Schwank
Space 243
24921 Muirlands
El Toro, CA 92630

Dear Wally:

We arrived at the lake on Wednesday, and found everything to be as it should be. I checked all the units and found no discrepancies. I opened the wash house, and found everything in working order. The walkway that was not replaced last year looks as though it will last for another year before it must be replaced.

I talked to Bill Thibodeau and he said he will accept the new lease, so you can go ahead and deposit his check. I also talked to Vern Selvig. He said he had signed your lease and sent both copies back to you for your signature. Please send me one copy for Association records.

So far as I have been able to determine, there has been no transfer of property as yet. Randy tells me that he, Brenda, and Billy will each get one share, but not until they start to build. None of them have any immediate plans to do that. Jay Penington says that his two shares have not yet been legally transferred so there is no change from last year's distribution. I am enclosing a copy of the membership list with share percentages indicated.

Jay also told me that while looking into transfer of his two shares, he found that there is still a Mechanics Lien against the property as well as a Tax Lien for the property tax due last November. I will investigate this tomorrow at the court house. I intend to contact Dean and try to find out what he intends to do about some of the loose ends Lou left.

I have contacted Rich Cannon, and he has agreed to be a nominee for the Board of Directors. I have not yet been able to reach Phil Fordahl. I understand there is some question as to his eligibility for office. Margaret says that he had the place in Edy's name so he is technically not a property owner. I will check this out, and if that is the case, I will contact Carol Ammons.

I will be getting out a letter to the board next week as soon as I ascertain the status of candidates, a meeting place, and our tax position. I did want to let you know about Bill's lease. For your planning, I have itemized \$46.48 in expenditures for letters, postage, notary fees, etc. I expect that I will expend about \$30.00 more in getting ready for the general meeting. I will send out a letter to the board, one to the general membership, and produce agendas, membership lists, etc. for the general meeting.

The weather here is just beautiful. I expect we will have a number of people up for Memorial Day. Peningtons and Mailanders are here now. The water is still about five feet below full pond, and is supposed to be up to three feet below by the end of the month. Lou's floating dock was rather heavily damaged by the ice this winter and will have to be removed from the water for repairs. I am not much in favor of putting it back in the water unless it is particularly needed. We can deal with that question later. Randy seems to be interested in cleaning things up and making the place look presentable. I don't know how it will all work out, but the signs are encouraging. I hope you and Helen are in good health and ready to return to the Flathead.

Sincerely,

5/17/85

Dear Dean,

On April 26 you called & requested a copy of Timberhorn Operational Budget for 1984-85 which I mailed to you on April 27. You said on the 26th that you would mail to me immediately a check for \$500⁰⁰ as partial payment of the \$927.06 owed the Association by Borchers of Finley Point. To date I have received no check or communication from you.

We are leaving El Toro June 10. Please mail checks immediately so I can make deposit before leaving here.

Nally Selman

C.C. - J. Payson - Pres.

TIMBRSHOR ASSOCIATION

Dr. James B. Payson, Chairman
112 Garden Circle
Thibodaux, LA 70301
May 8, 1985

Mr. William Thibodeau
5815 Jay Lane
Missoula, MT 59803

Dear Mr. Thibodeau:

I have been informed by the treasurer of the Timbrshor Association that he has received from you a check for \$500.00 for a four year extension of the lease on boat dock number 20 at Timbrshor. I am afraid that Dr. Schwank gave you some slightly erroneous information concerning the lease. To the best of my knowledge, that dock was leased to Mr. Carl Peterson in 1981 for a term of four years with a renewal option. You subsequently sub-leased the dock from Mr. Peterson for the term of his lease. Since there has not been a lease agreement consummated between the Timbrshor Association and you, we cannot grant an extension to you on the strength of Mr. Peterson's lease.

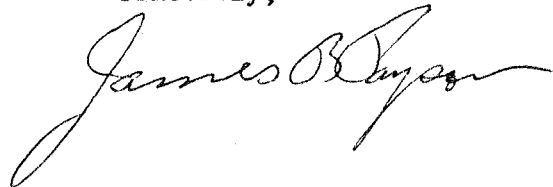
We certainly are aware that you have been in possession of the dock, and intend to give you priority concerning its future use, but we will have to enter into a new lease agreement. As Wally informed you, the Board of Directors fixed the lease amounts for this year at \$150.00 for one year, \$500.00 for four years, and \$1000.00 for ten years. Please be advised that these lease amounts are fixed for only this year and may change when your lease comes up for renewal.

I have made out a lease agreement for you for a term of four years, presuming that this is what you wish. If it is not, please inform me, and I will make out a new agreement for whatever time period you wish. This lease agreement is one which was adopted by the Board of Directors in August, I have signed it as Lessor and, if you find the terms satisfactory, you are to sign it as lessee on both copies, have your signature notarized and send both copies to Mr. Vern Selvig, 3015 Stanford Dr., Billings, MT 59102, the Association Secretary. He will sign and return one copy to you for your files.

I have instructed the Treasurer to not deposit your check until I have heard from you concerning your desires as to the new lease. Please let me know if this lease is satisfactory. I will be returning to Montana on May 15th, and will attempt to call you then. Address any correspondence to me at Timbrshor, Finley Point, Polson, MT 59860.

I hope you will find this lease agreement satisfactory, and apologize for any inconvenience that this may have caused you.

Sincerely,



TIMBRSHOR ASSOCIATION
Dr. James B. Payson, Chairman
Timbrshor, Finley Point
Polson, MT 59860
May 6, 1985

Dr. Walter Schwank
Space 243
24921 Muirlands
El Toro, CA 92630

Dear Wally:

I received your letter concerning Thibodeau's boat dock lease today. I just sent out letters to the board this morning, but will get another off to you. I am enclosing a copy of a letter I will send to Thibodeau tomorrow along with copies of a four year lease. I will sign and have my signature notarized and ask Thibodeau to send the copies to Vern when he gets them signed and notarized. When I hear from Vern, I will let you know so you can deposit the check.

I sent your boat dock lease to Vern for his signature. You had a notarization on the copies I received, but neither you nor Helen had signed on page four as Lessee. I asked Vern to send them to you for signature when he had signed them.

We will be leaving on Friday, May 10th. Please send any future correspondence to me at the lake.

Sincerely,



TIMBRSHOR ASSOCIATION

Dr. James B. Payson, Chairman
Timbrshor, Finley Point
Polson, MT 59860
May 5, 1985

&TITLE& &FNAME& &MI/O& &LNAME&
&SP/O&
&STREET&
&CITY&

Dear &NNAME&:

I have received ballots from all the board members concerning the nomination of new board members and the meeting times and places. There was only one exception to the planned meeting times. Dean suggested that the board meeting be held on June 29th and the general membership meeting on June 30th. Although this would allow Dean to attend more easily, I doubt if we could get information generated at the board meeting prepared in time for the general membership meeting. There were two comments on the People Rules. One was a request from Dean that a new name be considered. I would certainly like that -- any ideas? Wally pointed out the in item 2. the boat docks, technically are privately leased instead of privately owned.

As to nominations for new board members, the most nominations made by any board member were five. I therefore assigned weights of five, four, three, two, and one to first choice, second choice, third choice, fourth choice, and fifth choice respectively. Below are the results of the nominations number of votes for each choice and points indicated:

NAME	1st	2nd	3d	4th	5th	TOTAL
Carol Ammons	2/10	1/4				14
Dean Borchers	1/5					5
R. C. Cannon	1/5	1/4	2/6	1/2		17
Philip Fordahl		2/8	3/9			17
Kerrian Garner		1/4		2/4	1/1	9
M. Penington	1/5					5

I will contact Cannon and Fordahl and ascertain their willingness to serve as directors. If either of them refuse, I will contact Carol Ammons, and then Kerrian Garner. If I get down to Dean and Margaret without two acceptances, I guess we will have to have a run-off of the board members. I expect it will not come to that.

I will be leaving for Montana in five days, so if you have any information to send me or any questions, please write to me at Timbrshor.

Sincerely,

00165

TIMBRSHOR ASSOCIATION

Dr. James B. Payson, Chairman
112 Garden Circle
Thibodaux, LA 70301
April 23, 1985

Dr. Walter Schwank
Space 243
24921 Muirlands
El Toro, CA 92630

Dear Wally:

I am aware of the provisions in the By-Laws requiring the membership listing at the general membership meetings and did, in fact, compile and provide such a list last year. I have been keeping a listing of the membership in my computer, a copy of which is enclosed. It does not reflect the status of any shares which may have been transferred to Carol or to the Borchers children. At the time of the meeting last year, all the undeveloped shares were still controlled by Lou. With the limited communications that I have had with Lou, I do not know what the status is at this time. So far as the membership listing is concerned, it is no problem, a matter of a few minutes to update the listing, enter the number of shares, and print it out. So far as the budget is concerned, I think it would be best to simply compute the amount to be paid by each undeveloped share and then assign the number of shares when they are determined. I would rather not do a bunch of long distance calling to Montana now as I am going to be there in just three weeks. I will contact all the parties concerned at that time and let you know what I find out. I expect I can have a letter to you around May 20th.

As I have previously mentioned, I would like to put the budget on a computer disk, so have a preliminary budget prepared when you arrive. I should be able to put it in the computer in an hour or so, and then any revisions are very simply made. We can easily have it prepared for the June 22nd meeting.

Have you had any word from Thibodeau concerning his intentions vis-a-vis his boat dock? If he wishes to enter into a lease and has specified the time period, I will prepare a lease agreement and send to him for signature. I have completed mine and Vern's. I signed yours and sent it to Vern. You had not signed it nor had Helen, so I instructed Vern to send you both copies for signature.

I talked to Dean last night, and he asked me, again, for your phone number. I assume that he has been in contact with you by now. He seems to be willing to cooperate, if a bit disorganized.

I have not received replies from Dean or Vern concerning the nominations, although Dean assured me he would send his immediately. It looks as though there will be five nominees on some ballots, so I will assign a weight of 5 to a first place nomination, 4 to a second place

nomination, 3 to a third, 2 to a fourth, and 1 to a fifth place nomination. I will add up the point totals, send a letter to the Board members indicating the results and contact the two persons with the highest total to ascertain their willingness to serve. If one or both of them refuses, I will move on down the line, until, hopefully, I have two people to present to the general membership meeting as prospective Board members.

So far as my expenses are concerned, I will not present most of them. I have the expenses for the two letters I sent out to the Board of Directors, will probably have another, and will have some expenses for a notary. I have the letter costs itemized and will get a receipt from the notary. it should not amount to more than about \$20.00.

That is about all I can think of at the moment -- oh, perhaps if you have the budget roughed out when you depart on the 10th of June, you could send me a copy so I could get it entered into the computer before you arrive.

Sincerely,

Dear Jim,

4/20/85-

Pages 213, By-Laws of Timberhor #40-254078,

Section 5. Voting lists - "Each unit of ownership shall be entitled to a two percent (2%) vote & where there is more than one person holding or purchasing title to a unit, such vote shall be divided equally between such persons.

"The officer or agent having charge of the membership list of the Association shall make a complete list of the members entitled to vote at each meeting of the membership or any adjournment thereof, arranged in alphabetical order, with the address of & the percentage vote held by each. Such list shall be produced & kept open at the time & place of the meeting & shall be subject to the inspection of any member during the whole time of the meeting for the purposes thereof."

As far as I know this list has never been compiled or produced. It must be prepared before the June meeting of the general membership & preferably before the Board of Directors meeting in June. The accurate listing is needed so the Board of Directors can specifically designate how many "undeveloped sites" are to be charged in the annual budget to the Developer (Borchers) & how many of these "undeveloped sites" are to be charged to some one else.

00168

This question arises this year as we have heard but have not had substantiated:

1. Pennington have purchased 2 additional sites
2. When Carl & Lon were divorced, each of their children received (1) one site, Carl received "some sites"

Randy did tell us that he had received a specific site upon which to build a home. Does that mean he will pay operational budget costs for one undeveloped site?

Telephone calls to Pennington, Randy & Carl Bouchers could determine the answers. Please let me know as soon as possible the results of your search so I can draw up a tentative budget for Board of Directors consideration on June 22. I will need to do this before leaving Calif on June 10 as we will not arrive at the Lake until about June 20 & the Board per your recent letter will be meeting June 22.

Nally Delawank.

P.S. Also please send me a statement & receipts for your expenses so I can reimburse you.

TIMBRSHOR ASSOCIATION

Dr. James B. Payson, Chairman
112 Garden Circle
Thibodaux, LA 70301
April 14, 1985

&TITLE& &FNAME& &MI/O& &LNAME&
&SP/O&
&STREET&
&CITY&

Dear &NNAME&:

It would seem that spring is upon us. It has been around in South Louisiana for some time, and should be having some effect on the frozen Northland by now. I would like to ask you to respond to a couple items of concern to the Association. As you know, we will have two vacancies on the Board of Directors, the terms of Carl and Dean expiring with this year's general meeting. I have received several suggestions for replacements, and would like to ask the Board of Directors to function as a nominating committee. The names I have had mentioned are: Rich Cannon, Phil Fordahl, and Kerry Garner. I am enclosing a ballot on which I have listed these three names and also left two blank spaces. I would like you to insert names of other nominees, if you have any, and indicate in the space at the left the order in which you desire these nominees to be considered. Please sign the ballot and return it to me no later than May 4, 1985. I will count the ballots, inform you of the results and request the nominees, in order, of their nominations and ascertain whether or not they will accept the responsibility.

I have established a tentative date for the annual General Membership meeting of June 29, 1985, and a tentative meeting place of the Montecahto Club, if it is available. I believe we can rent this for \$25.00. I have included on the ballot a place for you to indicate your acceptance or rejection of the meeting time and place and a space for alternative suggestions.

I have revised, in accordance with resolutions made at previous Board of Directors meetings, and the last General Membership meeting, the People Rules, and am enclosing a copy for your consideration and comment.

As you have probably heard, Lou Borchers has departed Montana for Alaska. Dean will be assuming Lou's responsibilities as developer of Timbrshor until such time as Lou returns. Lou will probably come down for a month during the summer, and Dean will be in residence from time to time, but we can expect to be required to assume more responsibility for direction, maintenance, etc., at least for this season. I would like to have a Board of Directors meeting in June before the General

Membership meeting if at all possible. We need to consider the People Rules, decide on needed repairs to the common property, discuss the implications of a well that Rich Cannon has drilled near his unit, consider water quality, and finalize an agenda for the General Membership meeting. Probably the most important item will be to consider the implications of Lou's absence as we have all come to rely upon him for many things. I would think the weekend before the General Membership meeting would be the best time for a Board meeting. I have included an item on you ballot pertaining to this also.

Please consider these items and respond to me as soon as possible. As soon as I hear from you all I will contact the two top nominees for the Board and start making plans for the meetings. Lorraine and I will be leaving Louisiana on May 10th for the Flathead and expect to arrive on or about May 16th. Please let me know, if you know, when you might be arriving. We are looking forward to seeing you and &wname& and another pleasant summer at Timbrshor.

Sincerely,

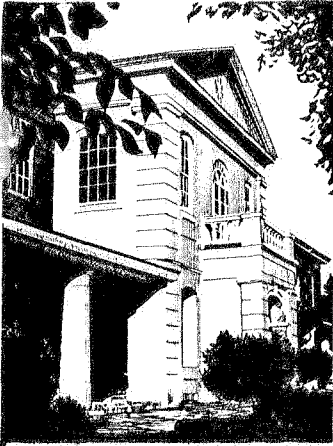
James B. Payson, Chairman

00171

Nicholls State University

College of Education

April 10, 1985



POLK HALL

DEPARTMENT OF PSYCHOLOGY
& COUNSELOR EDUCATION

P.O. BOX 2075 UNIVERSITY STATION
THIBODAUX, LOUISIANA 70310
(504) 446-8111 EXT. 219

Dear Wally:

I am enclosing a copy of a letter I have sent to Vern Selvig concerning his boat dock lease. As indicated, he has the option of either renewing his present lease, if it has expired, for a maximum of four years or enter into a new lease agreement as approved by the Board of Directors for a period of up to ten years. I sent him a new lease agreement for execution if that is his desire. If he wishes to extend his present lease, I will let you know and you can refund \$500.00. I believe in that case, there will have to be some agreement officially indicating that the lease has been extended.

In the case of Bill Thibodeau, do NOT accept his money for an extension until we have made a determination: 1. If he has a lease with Timbrshor Association that can be extended. 2. If he does, does he want it extended (again, it would be for a maximum of four years). 3. Does he wish to enter into a new lease agreement, and if so, for how long. If he does not ^{presently} have a lease agreement with the association, the third choice is the only viable alternative other than giving up his boat dock.

I will initiate a new lease agreement for my boat dock for ten years and send it to Vern for his signature and notarization. I will send you a check for \$1,000.00 next week.

Your option should be the same as that of Vern. If you wish to enter into a new lease agreement, you have the form to do so. It will need to be made out in two copies, one for you and one for the Association. If you wish to extend your present lease for four years, I can see at this point no legal bar to doing so although that was certainly not the intent of the Board of Directors.

Wally, I can only surmise the motivation behind your actions, but as I see it you have: a. Attempted, on your own authority, to abrogate an action legally undertaken by the Board of Directors of the Timbrshor Association. b. Usurped the authority of officers of the Timbrshor Association in that you are not, as treasurer, a signatory as lessor to any boat dock leases and have not been delegated to enter into, renew, or in any way modify the boat dock leases. c. Unilaterally and unlawfully attempted to modify legal documents. However innocent your reasons, I consider these as rather serious lapses in judgement at the very least.

So long as I am Chairman of the Timbrshor Association, I will expect you to undertake no action in the name of the Association without my prior knowledge and approval.

James B. Payson
James B. Payson, Chairman

Nicholls State University

College of Education

April 9, 1985

DEPARTMENT OF PSYCHOLOGY
& COUNSELOR EDUCATION

P.O. BOX 2075 UNIVERSITY STATION
THIBODAUX, LOUISIANA 70310
(504) 446-8111 EXT. 219



POLK HALL

Dear Vern:

I am enclosing a copy of a letter that I sent to Wally Schwank concerning his actions on the boat dock leases. As I mentioned in the letter, the financial report indicates that your lease has another year to run. I expect that this is an error, which can be confirmed either from your copy of the lease or that on file at the Lake County Court House. From what Wally says, he has already obtained payment of \$1,000 from you to extend your present lease for ten years. Under the terms of the present lease, this cannot be done. It can only be extended for a period equal to that of the original lease. In your case, I believe that is four years. If you do wish a ten year lease, we can execute a new lease agreement as approved by the Board of Directors on August 15, 1984.

I am enclosing a copy of the new lease agreement, made out for ten years. If you wish to enter into this agreement, please make another copy, sign and have notarized both copies in the proper places and return both copies to me. I will sign and have notarized both copies and return a copy to you. If you wish to renew your present lease for the maximum of four years, let me know and I will instruct Wally to return \$500.00 to you.

We will be returning to Montana early in May. I expect we will be in Billings on May 14th and will try to give you a call.

Sincerely,

cc: Wally Schwank, Treas.

DR. JAMES B. PAYSON
112 GARDEN CIRCLE
THIBODAUX, LOUISIANA 70301

April 8, 1985

Dear Wally:

I received your letter today, and am happy to hear that you have returned from Brazil. I am sure that you had a wonderful vacation. I expect that the letter you sent to Dean should have some positive effect. Let me know if you do not hear from him. I have had two calls from him, and think he will take some action.

I am a bit upset at the action you took concerning the boat docks without consulting me in advance. I am afraid it will cause some problems for the following reasons:

1. According to the Timbrshor Financial Statements prepared by Richard T. Stegner, CPA, in 1984 and 1985, Vern Selvig's boat dock lease has one more year to run than the other three in question. This may well be an error, but should be corrected in that case (enclosed is a copy of page 4 of the 1984 report).

2. The board of Directors did approve a revision of the lease document on August 15, 1984. In addition, I sent around a copy of the amended document for all board members to comment upon in November. You were the only one with questions, which I promptly answered (a copy of the August 15, 1984 meeting minutes is enclosed).

3. I guess a case could be made for renewal of your lease and that of Vern (if indeed his is up for renewal) under the provisions of the original lease. In that case, in accordance with Section Six, these leases can only be renewed for a period equal to that of the original lease, or four years (a copy of page three of the lease is enclosed).

4. I know that I have never entered into a lease with the Timbrshor Association for my boat dock, I acquired the unused portion of the lease from Jack Halseth. I doubt very much if there was any lease contracted between the Association and Bill Thibodeau. What does not exist cannot be renewed. There will have to be new leases negotiated for these docks.

I would appreciate it if you would take these documents into consideration and inform me of what you plan to do. I am enclosing a copy of the new lease agreement, and will have one made up and notarized for my dock (no. 4). I can, under no circumstances, approve the steps that you have taken thus far since they are both in violation of the existing lease agreement and do not take in to consideration the wishes of the Board of Directors as expressed at the August 15, 1984 meeting.

If, and when, Randy sends a statement for his work on the water system, it should be paid and the amount billed to the people on that system. I know that the well Cannon had dug presents some problems from the legal standpoint, but it is hardly practicable to insist that the well be undug. We will have to deal with this at our next Board meeting. I assume Rich called me after the fact because he realized that he had done something questionable. I had planned to have the water quality checked in the spring. If there is a problem, we can have a purification system installed that will handle the large area at a reasonable cost. I had not given consideration to the system you are on. I suppose there would have to be a pumphouse constructed to hold a purifier. We will have to look at that later.

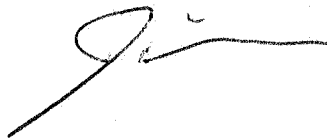
We do have a problem with the rest of the walkway out to the boat docks. The portion that Lou and I did not replace last year is in need of replacement, either this year, or no later than next year as it will present a safety hazard. I will see about getting a contractors estimate when I get up there. We will have to determine at a Board meeting whether or not this should be from boat dock funds or general funds.

I expect that you would have heard from the Elks Club about the billing error by now. They are not the only organization in Polson that makes errors. I got a bill from Smith Electric that I had paid over a year ago (they also sent a note of apology).

As I mentioned, Lorraine and I will be at the lake on or about May 16th. I will try to get everything up and going, and will let you know if there is anything that needs repair immediately and at least get written board approval before expending any funds. June 29th looks like a good meeting date for the Association, and should give us time to have a Board meeting in advance. I am enclosing a copy of revised People Rules for your consideration and comment. I will be getting a letter out to all of the Board concerning this, meeting dates, agenda input, etc. in a week or two. Don't get your budget too firm before we get a chance to meet. I will have my computer and word processor with me, so we can easily get the budget set up and make revisions.

We will be looking forward to seeing you in June.

Sincerely,



cc: Vern Selvis, Sec

4/3/85

Dear Jim,

Your letter was here when we returned Monday. Thanks for all the information. Our trip to Brazil was just great. Will tell you about it this summer. Now for the business:

Dean Borchers, as you will note from the enclosed copy of my letter to him, received on 4 different dates copies of letters to Lou re amount owed by developer to Timberhor. Each of these 4 letters contained my address. Dean never replied to one of those letters & neither did Lou. I still have not heard from either of them. We will see what response I receive from this statement.

In regard to dock leases, I have received \$1,000.00 from Selvig for a 10 year lease. Helen & I have paid \$1,000.00 for a 10 year lease. Per my letter to Thibodeau (copy enclosed) he has the same option & so do you. The dock committee did not act last summer, the Board of Directors has discussed but has not approved a new lease, the general membership has not approved a revised lease. Thus those residents whose dock leases expire April 1, 1985 may legally renew under the old lease agreement. They can not legally be forced to enter into & sign a new lease agreement which becomes effective after their dock expiration date of April 1, 1985. This, of course, implies that the resident pays his/her lease fee before a revised lease is approved by the Board of Directors & the general membership. Thus Jim, there is no need to mail out new leases for signatures as they are not legally binding or enforceable.

Before leaving for Brazil, I received a call from Randy stating he had just in 1 1/2 hours locating a break in the water line & he wanted to know how he would receive payment. I told him to send me a statement,

to date I have not received it.

about Cannon digging a well - if we assume that well is now common property then the Association assumes total responsibility for maintenance, replacement, etc. for that well. Is that what the Association wants? We must maintain control over new construction, remodeling, etc or some real big problems will develop. How we can obtain & maintain this control is in itself a problem.

I will start to work on next year's budget soon. Do you have any items to include? Let us hope there are no big expenditures to be included this year.

Perhaps another reason Cannon dug his well was for fear of pollution in the lake. I do believe it would be a good idea, Jim if, when you arrive in May, you took samples from the bay in front of your place & from over in our area where water is drawn out for our units & have it tested by the State Health Dept.

I received a statement from the Elks Lodge in Polson wanting \$50⁰⁰ for use of lodge room last summer, June 1984. I sent them a photocopy of the check for \$50⁰⁰ which was mailed to them last summer in payment for that rental & which they had endorsed for deposit. I requested written confirmation that this bill had been paid.

Helen, I plan to be at the Lake about June 14 or 20. Will see you then.

Sincerely,
Nally

C.C. Vern Selvig.

#3/85

Dear Joann & Bill,

I trust the winter has not been too rough in Missoula - we have not missed shoveling snow -

A reminder - the lease on your dock at the Lake expired April 1, 1985 (2 days ago) as did our lease, & several others.

Do you want to continue to lease the dock? The cost as of now is:

1 year - \$150 ; 4 years - \$500 ; 10 years, \$1,000.

The Board of Directors is in the process of reviewing & revising the lease used in past years but the above rates are still definite as are past regulations.

If you desire to renew your lease will you please send me the appropriate amount as soon as convenient, preferably within a couple of weeks. If you do not desire to renew your dock lease will you please drop me a note to that effect.

We look forward to seeing you this summer -

Sincerely,

Nally Schrank Sp 243

24921 Mirlands

27120 00178

C.C. Jim Payson
Pres. Assoc.

4/3/85

Dear Dean,

I have just received a letter from Jim Payson stating that Lou has moved to Alaska & that you are now presenting Borchers of Fenley Point in Timberhorn Assoc. affairs. On 11/18/84, 1/8/85, 1/29/85 + 2/11/85 I sent the following itemized statements to Lou with a copy to you. Additional reminders had been sent to Lou on 8/1/84, 8/21/84 + 9/21/84.

The Developer owes Timberhorn Association the following Amount for the Developer's share of the 1984-85 Operational Budget:

H plot	* 116.14
Lodge	87.44
29 sites	1106.35
Marina Lease	100.00
	<u>* 1409.93</u>
Pd 8/22/84	<u>500.00</u>
Balance due	* 909.93

In addition \$17.13 is due for electricity for the one unit in the H-plot for January thru Dec, 1984, this is the unit formerly occupied by Pardy.

	* 909.93
	<u>17.13</u>
	* 927.06 Balance due Assoc.

I will appreciate receiving this total amount, \$927.06, as soon as possible. Send to me at:

Wally Schwantz #243
24921 Muirlands
El Toro, Ca. 92630.

C.C. Jim Payson, Pres.
Ken Selvig, Sec'y.

Thank you,

Wally Schwantz 00179
Timberhorn Assoc.

March 17, 1985

Dear Wally:

I know you are in South America at this time and, I trust, enjoying yourself. I wanted to have this waiting for you upon your return. I wrote to Dean Borchers, a fairly strong letter, and received a phone call in return. He said that he would be representing Borchers of Finley Point while Lou was in Alaska, would attend the general meeting, and would pay into the treasury although he had some question about the amount that the developer should contribute. He said he did not have your address, so I supplied it to him. He called again on March 13th and said he had tried to contact you without success I told him that you had, evidently, the bills under control for the moment but would probably need money upon your return. If you have not heard from him when you get this, please contact him about the money, or at least what we need to operate. His address is: c/o American Furniture Co. 4700 10th Ave. South, Great Falls, MT 59405. The telephone number for the store is (406) 761-5020. Dean seemed to be most cooperative, and I am sure will respond to your communications.

I also had a call from Rich Cannon last week. It seems he has gotten tired of his water freezing up during the winter and drilled a well. I guess he wanted to get my permission after the fact. I didn't talk to him, but Lorraine passed on the message. I see no objection to the well, although legally, I think it becomes common property. At any rate, there isn't much we can do about it now. Vern Selvig sent me the minutes from the past meetings, so at least I have something to establish the boat dock lease rates. I will get mine completed for a ten year lease, send it to Vern for his signature and send you the money by the end of April. You will need to contact Bill Thibodeau about his lease, and let me know what he wants to do. Also, let me know what you want to do about yours.

I expect to arrive at the lake on May 16th and will get a letter out to the membership about the general meeting after I get a time and place established. I will be getting a formal letter to the Board of Directors in April concerning the general meeting and nominations for replacement board members. So far, I have had no input from anyone. I will need to contact those we would like to serve on the board and get their acceptance well before the general meeting.

I hope you and Helen enjoyed your trip. We are beginning to anticipate our journey to Montana and the summer at the lake.

Sincerely,

February 18, 1985

Mr. Dean Borchers
c/o American Furniture Co.
4700 10th Ave. South
Great Falls, MT 59405

Dear Dean:

I talked to Lou on February first, and subsequently wrote to him requesting that he clarify some things we discussed and give me some answers to some things we did not discuss. To date, I have had no response and judging from recent experience, expect I will not receive one. When I talked to him, he indicated that he would be leaving for Alaska for an undetermined period of time and that you would be assuming his duties as the representative of Borchers of Finley Point and as a member of the Timbrshor Association.

Prior to our telephone conversation, Lou had not responded to at least six attempts on my part to communicate with him, and the Treasurer of the organization says that he has written to Lou seven times with no response. As chairman of the Association, I have written to you several times in your capacity as a member of the Board of Directors. I have received no reply to any of these communications. I find this continued silence inexplicable and totally unacceptable. The Timbrshor Association and the members who have invested substantial amounts of money in the property are not simply going to "go away".

Of most immediate concern is the balance of the yearly assessment agreed upon at the last general meeting of the association. The Treasurer informs me that Borchers of Finley Point has failed to pay \$909.93 of its share of the annual cost. Lou tells me that you will now be responsible for this long overdue obligation. He also intimated that you had some question as to the amount. We would certainly be most happy to discuss this with you, but for any discussion to take place, there must be communication. I can understand financial problems, legal questions, and most other things, but I cannot understand nor tolerate being ignored. As you are well aware, the association has no financial reserve, and the moneys due from Borchers represent a substantial portion of the yearly operating budget. We believe in meeting our obligations on time and must insist upon at least a partial payment of this amount.

Dean, my association with Borchers of Finley point, and, I am sure that of the other property owners, was entered into in an atmosphere of friendliness, trust, mutual respect, and an

00181

February 16, 1985

Dear Wally:

I received your letter the other day, along with a copy of the letter you sent to Lou. I had also written to Lou expressing concern about the situation and asking him what plans had been made to deal with matters at Timbrshor. I have received no reply, and rather expect none. I get the feeling that the Borchers regard Timbrshor as a toy they have tired of playing with and are hoping it will just go away.

As for our present course of action, I think that we should continue to attempt to contact Borchers of Finley Point, whose representative should now be considered to be Dean. I will write to him in the next few days and send you a copy of the letter. If I get no response within a reasonable amount of time, or if you get no response, I will send a registered letter stating our case more strongly. If this should not succeed, we will be faced with the necessity of initiating some legal action. I am opposed to having Earl Genzberger have any part of this. I think we would be much better off obtaining the services of a Polson attorney if it should come to that. I would not anticipate any such action being initiated until after I arrive in Polson in May -- that is only three months away. I can contact Hib Hansen or Gene Turnage for recommendations. I also intend to get out a letter to the Board outlining the position as it appears and putting some pressure on Vern to get the minutes of the past meetings prepared.

As I mentioned, we will have some money coming in April that we can use if we need it for current expenses. I will ask for board approval for this. I will be putting up \$1,000 for my boat dock lease, and can send it to you about April 20th. I don't know how long you wish your lease to run, or what Thibodeaux intends to do. You will need to write to him concerning his lease extension.

That is about all I can offer for the moment. I hope you and Helen enjoy your trip to Brazil. I will be in New York when you return April 1st, but should be home by the 6th.

Sincerely,

00182

TIMBRSHOR ASSOCIATION

Dr. James B. Payson, Chairman

112 Garden Circle

Thibodaux, LA 70301

~~November 21, 1984~~

Feb 85

Mr. Dean Borchers
c/o American Furniture Co.
4700 10th Ave. South
Great Falls, MT 59405

Dear Dean:

I was most pleased that you called today. As promised, I have enclosed a membership list of the association. Wally will be leaving for Brazil on March 10th according to his latest letter. I am sure he will be most appreciative if you will contact him before that date. He said he had written Lou seven times concerning the last assessment with no reply.

I had written to Lou concerning the electricity bill for the unit of the fourplex that he owns. \$21.30 for August, \$23.77 for September, \$13.35 for October, and \$6.81 for November, for a total of \$65.23. I had received no reply to any of these letters. Lou said that he had forwarded to you the bills for the improvements in the water system. I used 4 1/2 sheets of insulation board and a six pack of glue, which should be about \$100.00. There was also the cost of the heaters and, I think, some wiring. If you could send me the exact amounts, preferably copies of the bills, I will put it together with the water system heating costs and bill the people on the water system. I will take out the amount Lou owes me for electricity and the amount you and he owe on the common water bill and send you the balance.

I will be arriving at the lake about May 16th, and plan to remain there all summer. Wally is intending to be there about June 20th. I would like to have the homeowners meeting on June 29th and have a board meeting some time before that. We need to elect two new members of the board to replace Carl Peterson and you. I am open to suggestions. I am thinking of Rich Cannon, Phil Fordahl, and/or Kerry Garner. I will be getting a letter out to the board concerning this and other matters soon.

Again, Dean, I appreciate your call today. Please contact Wally soon and let me know about the bills for the water system. I am looking forward to seeing you in a little over two months.

Sincerely,

understanding of cooperation to create a pleasant environment and life style. All of us have a great investment in time, money, and effort in Timbrshor and concern for the continuation of what has been established. It is certainly not my desire nor, I am sure, the desire of any of the other property owners to enter into an adversarial relationship with Borchers of Finley Point or any member of the Borchers family. However, the continued refusal of representatives of Borchers of Finley Point to meet the financial obligation to the association or to correspond with or even acknowledge the existence of officers of the association concerning this matter seems to leave little alternative.

Please, Dean, extend to me the courtesy of a reply to this communication or contact the Treasurer with some explanation concerning the outstanding obligation of Borchers of Finley Point.

Sincerely,

February 10, 1985

Mr. Vern Selvig
3015 Stanford Dr.
Billings, MT 59102

Dear Vern:

I assume you have received info copies of the letters Wally has sent to Lou and/or Dean. I talked to Lou the first of this month and he told me at that time that he and Alice were going to Alaska and that Dean would be acting in his place as representative of Borchers of Finley Point. I wrote Lou later expressing some of my concerns, but have received no reply, and frankly expect none. I have also written to Dean requesting that he meet Borchers commitment to Timbrshor Association, or at least open discussions with the board concerning the amount owed. I have never been able to get Dean to answer any correspondence as a member of the Board of Directors or a member of the association, so I have little hope of any cooperation. I am afraid that we may find ourselves in the awkward position of having to initiate litigation against the Borchers next spring.

In any event, I have told Wally that I would write to Dean at least twice, the second time a registered letter before we take any action. I also indicated to Wally that if we cannot get the money owed us by the Borchers, I would ask the board to allow the use of moneys obtained from the boat dock lease renewals for current expenses.

Vern, I do need from you the minutes of the last general meeting and the Board meetings held last summer. At present, I have nothing in writing that establishes the lease rates for renewal, and must start the renewal procedures next month. If you are waiting for anything from Lou, I expect you will be waiting for a long time. I am enclosing his hand written proposal on the lighting, which was presented to the general meeting and to the Board, but I believe, not adopted.

I am anticipating the general meeting to be on June 29th. Will that be convenient for you? If so, let me know, and I will propose it to the Board. Also, we will need to elect two new board members to replace Dean and Carl. I was thinking of perhaps Phil or Rich Cannon as a representative of the older members and maybe Kerry Garner who is a new member and seems very interested. I would appreciate your input. I don't know if we will have a representative of the developers at the meeting or not, or just what will be happening this summer with Lou gone. At the very least, it should be interesting.

00185

Lou did get some heaters rigged up for the water system, the electric bill for the fourplex was \$20.00 last month, so the insulation I put in must be working very well. We will have a bill for the electricity, insulation, and the heaters to split among the people on the water system in the spring. I have been unable to get any precise information on the cost of the insulation or the heaters from Lou. Perhaps Dean will supply that to me. In any event, I will continue to pay the bills and figure it out in the spring.

I hope your weather is moderating somewhat. From what we hear on the news, it was chilly in Billings this winter. Lorraine sends love to Frankie. We are looking forward to seeing you both before too long.

Sincerely,

Feb 85

Dear Wally:

I received your letter and statement of the electricity costs yesterday. I am enclosing a check for my portion of the electricity.

I had also written to Lou several times with no reply, but I did manage to get him on the phone last night. It seems as though Lou and Alice are about to leave for Anchorage, Alaska. Lou evidently has some construction work lined up there. I think he is in some financial difficulty. The job in Polson did not work out well, and I saw that he had advertised both his Cadillac and Alice's Toyota for sale in the Flathead Courier. In any event, he is planning on leaving and turning the Borchers' responsibility for Timbrshor over to Dean. I told him you were concerned about the balance owed and the Association's capability to meet its obligations. He promised (for whatever that is worth) to contact Dean and get him to take some action on their obligation. We will have money coming in in April when the boat dock leases are due and, if necessary, could use that to meet our pressing needs. I am not happy about this, but there isn't much that can be done. Dealing with a Borchers I have found to be a frustrating experience, but I would certainly rather deal with Lou than any of the rest.

We are getting along fine. The weather has not been too nice lately, but we should be getting over winter soon. We will probably be up at the lake about the middle of May. I had thought of having the annual meeting on June 29th, which should work in nicely with your plans. I would like to get the Monte Cahto (spelling?) club building, I think we can rent it for \$25.00, and it is close. I will make arrangements and get out a letter when I get up there in May.

Lorraine is sending along a recipe chain letter she received from a friend. I hope it doesn't cause Helen to grumble as much as Lorraine did. Our best to both of you. We are, as always, looking forward to the summer at the lake.

Sincerely,

Dear Lou,

As several of the Timbirkhor residents have returned their checks in payment of 1984 electricity bills they have enclosed a note stating they have heard that you & Alice are moving to Alaska. If this is true we will miss you & we wish you well in your new venture.

However if the above is true to whom do I send bills which accrue to the Lodge as one unit, the one unit in the #plex & to the Developer?

Are you going to pay the \$909.93 balance due by Developer for Operational Budget for 1984-85 & the \$17.13 due for electricity for 1 unit in the #-plex for Jan. - Dec. 1984? If you will not be responsible for these payments, who will be?

Lou, I will certainly appreciate an answer to this request. This is the 7th time I have written to you in regard to the \$909.93 due & to date I have not received an acknowledgment or reply from you.

I look forward to your answer.

Vally Schvartz.

Treasurer, Timbirkhor Assoc.

Space 243

24921 Muirlands

El Toro, Ca. 92630.

C.C. Jim Payson, Pres. Timbirkhor Assoc.

Vern Selvig, Sec'y. Timbirkhor Assoc

Carl Peterson, Bid Member Timbirkhor Assoc

Dean Borchers, Bid Member Timbirkhor Assoc

February 3, 1985

Dear Lou:

It was good to talk to you Friday night, although I must say I was somewhat less than pleased to hear that you are going to be leaving. I can only surmise your motivation, but am sure you have given consideration to all the factors involved.

As a friend, I will sorely miss your presence next summer. As chairman of the homeowners association, I have many questions and concerns. As you know, I am most concerned about the appearance and ambiance of the property, and the safety of everyone. I must confess to degree of fear that in the absence of you and Alice there is a danger of certain areas taking on some of the worst aspects of a Salish sub-chief's barnyard. I am also concerned about the maintainence that is certainly to be required during the summer. I certainly do not mind doing the work I am capable of doing, but I do not have the tools necessary for many repairs. I hate to ask you for access to your tools, but I cannot afford to buy everything that would be necessary, and hiring work done would sorely tax the treasury of the association. Since the Borchers are the largest contributors to the treasury, I would ask you to give this some consideration.

Lorraine was wondering if Alice would want her to help take care of the lawn and gardens. Lorraine, of course, does not have the energy or physical ability to maintain things in the manner that Alice does, but she would be happy to do whatever she can. It would be a pity to see all the beautiful work Alice has done revert to a primitive state.

You said that Dean would be handling the administration of your interests while you are gone. To be brutally frank, this gives me cold comfort. I like Dean very much, but in the three years I have been associated with Timbrshor, he has totally abrogated his responsibilities as association secretary and as a member of the Board of Directors. I sincerely hope that he will give a bit more consideration to his responsibilities associated with the property in your absence. All of us in the association have, to us, considerable financial interest in, as well as personal commitment to Timbrshor, and feel that the operation of the association deserves serious commitment. I am tentatively planning to have the association general meeting on June 29th and feel strongly that there should be someone there to represent the interests of the developer.

00189

vis-a-vis the boat dock assessments due to the tribe. I believe all of the assessment information went to you last year. We do need some arrangement to take care of this when it is due. I trust, in short that you will communicate with me and/or Wally to insure that we are aware of the obligations to the association.

Please let me know how you feel about the things that I have expressed concern about in this letter as well as any other items that you may think of that would affect our operation at Timbrshor during the summer. I will be coming up to Montana about the middle of May and intend to remain there until the middle of August. I will, of course, do everything that I can to insure effective operation of the property during the summer. I hope that you will be able to at least come down for a visit, some sailing and hiking, during July or August. Please write or call, I found the total lack of response to my communications during the past five months extremely disconcerting.

Sincerely,