

254077

AMENDED

DECLARATION UNDER THE UNIT OWNERSHIP ACT
AND RESTRICTIVE COVENANTS

We, the undersigned, make and file this declaration pursuant to section 67-2301, et seq., R.C.N., 1947. The undersigned constitute over two thirds of a majority of the lessees who hold a recorded or unrecorded interest in the following described premises and furthermore declare that such interest or unit has a completed residential building on such site. The land covered by this declaration has been marked "Schedule A", by reference incorporated herein, and is described as follows:

Lot 3, Section 7, Township 23 North, Range 19 West,
M.P.M., Lake County, Montana

Registered Agent: Louis F. Borchers
Address: c/o Borchers of Finley Point
Finley Point, Montana

1. Borchers of Finley Point, hereinafter designated the "Developer", hereby offers for sale to the undersigned Lessees the sale of the existing homes and the sites the homes are presently on in consideration of crediting the Lessees for the payments already made towards the purchase price, for a period of ninety (90) days from the date of this declaration.
2. It is agreed that the exercise of such option is contingent upon the Developer's ability to give marketable title and such sale shall include a two percent (2%) interest, in all common areas designated in Schedule A, which interest or membership shall be appurtenant to and may not be separated from ownership of the dwelling or dwelling site owned in fee simple. The interest includes the use of all of the common areas excepting, however, residential sites which the Lessees or purchasers shall have exclusive use of their described unit.
3. There is development approval for a total of fifty (50) dwelling sites on the described premises which the Developer convey or develop without consulting any other purchaser or lessee pursuant to Schedule A. The development, however, shall be subject to paragraph 9. The undersigned understand and hereby agree that Borchers of Finley Point will develop the above described premises by erecting additional sites in the approximate locations shown in Schedule A, in accordance with the restrictions described in the additional covenants hereinbelow. It is understood that the interest held by the purchaser of two percent (2%) interest will represent the proportion of sites not sold to a maximum of fifty (50) sites.
4. The undersigned hereby amend the Articles of Association of Borchers Resort Association of Area One, Two, Three and Four, which were filed August 27, 1973 under Microfile No. 211632 (Area Two); July 22, 1977, Microfile No. 235627 (Area Three); March 1, 1974, Microfile No. 215480 (Area Four) and Area One which was not filed of record, the purpose of which is to combine all areas into one complete development.
5. The undersigned furthermore amend the two plats filed with the Lake County Clerk and Recorder's Office. The First Plat is identified as 243049, filed on August 9, 1978 and the Second Plat is identified as No. 235628, filed on July 22, 1977.
6. The provisions of the former Declaration under the Unit Ownership Act and Articles of Association of TIMRSHOR filed on May 26, 1978 under Microfile 241444 are hereby repealed and withdrawn.
7. It is understood and agreed that this Declaration does not modify, change or vary any provisions expressed in the Department of Health & Environmental Sciences Certificate recorded July 22, 1977 under Microfile No. 235627.
8. There is a recorded document between Borchers of Finley Point and Lake County recorded on July 22, 1977, under Microfile No. 235629 (in File No. J-4494) which is identified as "Subdivision Improvements Agreement". Article VI of said agreement is hereby modified by approval of the Board of County Commissioners of Lake county to read as follows:

"It is understood and agreed by the parties hereto that Borchers of Finley Point may sell building sites under the Unit Ownership Act (Section 67-2312, et. seq.). Such approval is given subject to the limitation that only fifty (50) residences may be built on Government Lot 3, Section 7, Township 23 North, Range 19 West of the Montana Principal meridian."

9. The Association shall adopt by-laws and annually elect a Board of Directors, pursuant to Section 70-23-308, M.C.A., as amended, whose function it shall be to enforce the declaration of covenants, conditions and restrictions and perform any other service, including the functions of an architectural control committee that may be for the best interests of the members.

The Architectural Control Committee shall give its approval after the plans and floor plan for each unit have been completed. After completion of the dwelling site the Committee shall execute and record a certificate at the time of conveyance and such document shall be conclusive approval of the development standards for the area.

10. With respect to the use of the properties, the parties agree as follows:

a. No dwelling site or dwelling shall be used except for residential purposes and no business, trade or manufacture may be conducted thereon. No signs advertising any commercial enterprise may be erected on any dwelling site or attached to any dwelling. The renting or sub-letting of a dwelling or dwelling site shall not be prohibited.

b. Dwellings shall be primarily single family dwellings but a limited number of multiple family dwellings may be constructed pursuant to those designated as Exhibit A and the protective covenants of this corporation shall apply to every type of dwelling located on the property described. All dwellings are to be constructed of new materials and all existing dwellings which are to be remodeled will be remodeled with new materials. However, suitable used material such as used brick, rocks or beams, etc., may be utilized.

c. Each dwelling may be of different size and style, but all dwellings shall be constructed to blend with each other and the landscape and will generally conform to the building plans designated as Exhibit A on the plans on file with Borchers of Finley Point and as exhibited in their offices.

d. No old structures or mobile homes, whether intended for use in whole or in part as the main dwelling house or for use as any other structure, shall be moved upon any dwelling site.

e. Each dwelling owner will at his own cost and expense properly maintain the exterior of his dwelling and the area immediately adjacent thereto and to prevent refuse piles or other unsightly objects to accumulate or remain on the grounds. The dwelling owner shall utilize color schemes that are harmonious with the surrounding area and consistent with generally accepted concepts for residential developments of this general style. Colors cannot be changed without the approval of the Association. The Association will have on hand a list of approved colors. In the event any dwelling owner fails to properly maintain the exterior of his dwelling or permits garbage or refuse to accumulate on the area adjacent, then the Association, acting through its Board of Directors, may notify such owner of the defaults claimed and demand that such defaults be remedied within thirty (30) days. In the event the dwelling owner fails or refuses to remedy the default, then the Association may enter upon such dwelling site and dwelling and provide the required maintenance at the expense of the dwelling owner and the total cost including the prevailing prime rate of interest thereof shall be a lien against the dwelling owner's interest in said property and shall be immediately due and payable. The lien, however, shall not be chargeable against the lender until or unless the lender has taken actual possession by either court or non-judicial foreclosure.

f. All dwelling owners shall provide either metal or plastic garbage and trash containers with lids and shall store such containers in an inconspicuous place next to the dwelling and shall insure that such containers are periodically emptied into garbage and trash disposal facilities. The dwelling owners shall not burn or bury garbage or trash on the premises.

g. No animals or fowl, domestic or wild, except dogs, cats and household birds, shall be kept on any of the dwelling sites, and in no event may such animals be raised on the properties on a commercial basis. Dwelling owners shall take

appropriate measures to insure that all animals owned by them shall be properly restrained and on leashes when outside and furthermore shall not become a nuisance to other tenants.

h. No camp fires shall be permitted on the properties except in such areas as may hereafter be designated by the Association.

i. All dwelling roofs shall be swept clean of tree needles, leaves, and other debris, at least once each year.

j. All dwelling owners shall keep at least fifty (50) feet of water hose and a nozzle, attached to an outdoor spigot on his dwelling at all times.

k. No noxious or offensive activity shall be carried on or permitted on the properties nor shall anything be done thereon which may be or may become an annoyance or nuisance to other dwelling owners or the owners of the real properties, nor shall the premises be used in any way for any purpose which may endanger the health or safety of or unreasonably disturb other dwelling owners on common property sites. An outdoor barbeque is not considered a nuisance.

l. All utility lines shall be under ground and each dwelling owner assumes personal responsibility for payment of all his utility bills and taxes levied against his ownership interest in any improvement owned by him and set on a dwelling site.

11. The parties agree that all areas are common areas which are designated in Schedule A and hereinafter particularly described, shall be known and designated as "common areas", excluding existing and later designated sites, and are available for the use and pleasure of all members of the Association, their families and guests, which includes the following:

a. The common areas generally shall consist of roads, paths, walkways, boat and guest parking, dockage and moorage areas, and breakwater areas, automobile parking areas, lake areas, and other areas specifically designated or which may hereafter be designated in the Area (Schedule A)

b. The Association, acting through its Board of Directors, shall be responsible for the maintenance, control and management of all common areas and is authorized to hire such personnel as may be necessary to carry out the intent of this agreement for the benefit of all parties.

c. The Association shall maintain the roads and pathways and take whatever measures the Association deems proper for keeping such roads and pathways open.

d. Each dwelling owner shall be provided with at least one parking area conveniently located but not necessarily adjacent to his dwelling site. No automobiles may be parked in any areas other than the designated parking areas. No boats, boat trailers, or mobile homes may be parked or otherwise stored in parking areas. Pickup campers may be parked upon parking areas but shall not be utilized as living quarters. Space permitting, the parking areas may be utilized by guests of the dwelling owners but the same shall not be open to the general public.

e. The Association has the use and pleasure of a swimming area in Flathead Lake in the Area as designated on the plat hereinbefore referred to as Exhibit A. The Association shall be responsible for policing the area, keeping the area free and clean of trash and debris, and shall make such rules and regulations pertaining to the area as the membership may from time to time decide are appropriate for the benefit of all members.

f. Developer will furnish water facilities, telephone, electric and sewage facilities in a trunk line as shown on the plat in the office of said company. The members are fully conversant with such utilities as are now furnished and agree that at the time of entering into this agreement such facilities are adequate and suitable for the purposes intended. It is understood that where common water and sewage pumps are utilized, all rights of ingress and egress for the purposes of maintenance, new installations and repairs are given or preserved, as the case may be. The members further agree that if State Board of

Health regulations or any other regulatory body requires a change in the sewage or water facilities made available to the membership, that the costs of any such change shall be paid pro rata by the members affected by such requirements.

12. The Association shall have the right to set special levies and assessments for purposes contemplated by this membership agreement to supply the various services that the membership may require or want from time to time or as the membership may vote. It is understood that all of the costs of utilities, water, roads, streets, paths and lighting and any other utility or service requested or required by the membership of the Association shall be paid by the Association or those affected thereby, and the Association shall have a right to levy against each dwelling site its pro rata share of such costs and expenses. The Association shall also be responsible for all repairs and maintenance of the docks, but it is furthermore understood that all income received from rentals thereof belongs to the Association. Each levy shall become a recordable lien against the ownership interest of each dwelling site owner and payment may be enforced in the manner provided by law for the enforcement of judgment liens under the laws of the State of Montana including interest and attorney fees and each of the parties shall have all of the rights of a judgment debtor and creditor, including the right of redemption from any sale of a member's interest in real property. The lien, however, shall not be chargeable against the lender until actual possession by court or non-judicial foreclosure has been accomplished.

The Association may file with the County Clerk and Recorder the assessment when made within ninety (90) days after making improvements to dwelling owner and specifying the material which has been furnished and the work or labor performed. The amount due the Association must be a true account and a correct description of the property charged with such lien must also be verified by an affidavit, all in accordance with 71-3-511, M.C.A.

13. The area of land covered by this agreement and to which the terms and provisions of this agreement shall apply, is specifically described as follows, to-wit:

Lot 3, Section 7, Township 23 North, Range 19 West, reserving, nevertheless:

1) The Lodge which is designated as a site and shall be counted as one residential dwelling site for the purposes of establishing the maximum density of fifty (50) dwelling sites, and the owners thereof shall be included in and subject to the Articles of Association. Such description is as follows:

A tract of land in Lot 3, Section 7, Township 23 North, Range 19 West, P.M.M., Lake County, Montana, more particularly described as follows: From the southeast corner of said Lot 3, Section 7, T. 23 N., R. 19 W., P.M.M., N 23°24'28"W 493.31 feet to the point of beginning, thence N 0°33'25"E 171.83 feet, thence N 35°00'15"W 79.52 feet to the approximate high water shoreline of Flathead Lake, thence N 77°01'39"W 124.82 feet, thence S 11°35'34"E 123.16 feet, thence S 34°48'20"E 53.76 feet, thence S 12°44'23"E 118.75 feet, thence N 79°27'09"E 85.41 feet to the point of beginning, containing 0.70 acres.

2) Present lease sites under long term leases:

a) No. 211 – Philip R. Fordahi and Evelyn L. Fordahl
Recorded :

The west half of a tract of land in Lot 3, section 7, Township 23 North, Range 19 West, P.M.M., Lake County, Montana, more particularly described as follows: From the southeast corner of said Lot 3, Section 7, T. 23 N., R. 19 W., P.M.M., N. 6°48'31"W. 1084.53 feet to the point of beginning; thence S. 55°15' W. 52.00 feet; thence N. 34°45' W. 29.00 feet; thence N. 55°15' E. 37.50 feet; thence N. 34°45' W. 10.50 feet; thence N. 55°15' E. 12.50 feet; thence S. 34°45' E. 10.50 feet; thence N. 55°15' E. 2.00 feet; thence S. 34°45' E. 29.00 feet to the point of beginning.

b) No. 210 – Walter C. Schwank and Helen E. Schwank
Recorded

The east half of a tract of land in Lot 3, Section 7, Township 23 North, Range 19 West, P.M.M., Lake County, Montana, more particularly described as follows: From the southeast corner of said Lot 3, Section 7, T. 23 N., R. 19 W., P.M.M., N. 6°48'31" W. 1084.53 feet to the point of beginning; thence S. 55°15' W. 52.00 feet; thence N. 34°45' W. 29.00 feet; thence N. 55°15' E. 37.50 feet; thence N. 34°45' W. 10.50 feet; thence N. 55°15' E. 12.50 feet; thence S. 34°45' E. 10.50 feet; thence N. 55°15' E. 2.00 feet; thence S. 34°45' E. 29.00 feet to the point of beginning.

c) No. 205 – Leonard J. and Ruth Rotondi
Recorded January 6, 1972, Microfile No. 201811

From the southeast corner of said Lot 3, Section 7, T. 23 N., R. 19 W., P.M.M., N. 6°44'16" W. 889.07 feet to the point of beginning; thence S. 72°25' E. 39.50 feet; thence N. 17°35' E. 21.00 feet; thence N. 72°25' W. 11.00 feet; thence N. 17°35' E. 12.00 feet; thence N. 72°25' W. 28.50 feet; thence S. 17°35' W. 33.00 feet to the point of beginning.

d) No. 306 and 308 – D. F. Johnson, M.D. and Jeanne K. Johnson
Recorded

The South half of a tract of land described as follows: From the southeast corner of said Lot 3, Section 7, T. 23 N., R. 19 W., P.M.M., 14.35°37' W. 431.46 feet to the point of beginning; thence N. 40°48' W. 34.00 feet; thence S. 49°12' W. 60.00 feet; thence S. 40°48' E. 34.00 feet; thence N. 49°12' E. 60.00 feet to the point of beginning.

e) No. 311 – Benjamin W. Hilley
Recorded May 30, 1974, Microfile No. 217136

Beginning at a point N. 58°57' W. 447.04 feet from the Southeast Corner of said Government Lot 3 and being the TRUE POINT OF BEGINNING; thence N. 16°14'50" W. 40.00 feet; thence S. 73°45'0" W. 40.00 feet; thence S. 16°14'50" E. 40.00 feet; thence N. 73°45'10" E. 40.00 feet to the point of beginning.

f) No. 312 – Fred N. Long and Anne H. Long
Recorded

Beginning at the S.E. corner of said dwelling site which is a point bearing N. 54°37' W. 503.6 feet from the 1/16 section corner, which is the S.E. corner of Lot 3, Sec. 7, T. 23 N., R. 19 W., M.P.M.; thence S. 85°16' W. 33.4 feet to the S.W. corner of said dwelling site which is a point; thence N. 4°44' W. 30.0 feet to the N.W. corner of said dwelling site which is a point; thence N. 85°16' E. 33.4 feet to the N.E. corner of said dwelling site which is a point; thence S. 4°44' E. 30.0 feet to the S.E. corner of said dwelling site and the point of beginning.

g) No. 314 – Earl M. Genzberger and Ramona L. Genzberger
Recorded June 18, 1971, Microfile No. 198927

Beginning at the SE corner of said dwelling site which is a point bearing N. 60°27' W. 524.5 feet from the 1/16 section corner, which is the S.E. corner of Lot 3, Sec. 7, T. 23 N., R. 19 W., M.P.M.; thence S. 82°36' W. 33.3 feet to the S.W. corner of said dwelling site which is a point; thence N. 7°24' W. 33.0 feet to the N.W. corner of said dwelling site which is a point; thence N. 82°36' E. 33.3 feet to the N.E. corner of said dwelling site which is a point, thence S. 7°24' E. 33.0 feet to the S.E. corner of said dwelling site and the point of beginning.

h) No. 315 – P.A. Wakley and Helen C. Wakley, husband and wife
Recorded July 30, 1976, Microfile No. 228698

Beginning at the SE corner of said dwelling site No. 315, which is a point, bearing N. 65°38' W. 570.7 feet from the 1/16 section corner, which is the SE corner of said Lot 3, Sec. 7, T. 23 N., R. 19 W., M.P.M.; thence N. 63°03' W. 31.8 feet to the SW corner of said dwelling site which is a point; thence N. 26°57' E. 37.0 feet to the NW corner of said dwelling site

which is a point; thence S. 63°03' E. 31.8 feet to the NE corner of said dwelling site which is a point; thence S. 26°57' W. 37.0 feet to the SE corner of said dwelling site and the point of beginning.

i) No. 316 – Robert B. and Carol H. Ammons
Recorded

Beginning at the S.E. corner of said dwelling site which is a point, bearing N. 59°01' W. 640.5 feet from the 1/16 corner of the section which is the S.E. corner of Lot 3, Sec. 7, T. 23 N., R. 19 W., M.P.M.; thence N. 82°34' W. 32.4 feet to the S.W. corner of said dwelling site which is a point; thence N. 7°26' E. 31.3 feet to the N.W. corner of said dwelling site which is a point; thence S. 82°34' E. 32.4 feet to the N.E. corner of said dwelling site which is a point; thence S. 7°26' W. 31.3 feet to the S.E. corner of said dwelling site and the point of beginning.

j) No. 401 – Mrs. W. H. (Constance) Hall
Recorded March 1, 1974, Microfile No. 215482

From the west quarter corner of said Section 7, T. 23 N., R. 19 W., P.M.M., S. 86°57' E. 265.71 feet along the south boundary of said Lot 3; thence N. 11°00'14" W. 521.15 feet to the southeast corner of Unit 401 and the true point of beginning; thence N. 2°57' E. 35.5 feet; thence N. 87°03' W. 26.0 feet; thence S. 2°57' W. 35.5 feet; thence S. 87°03' E. 26.0 feet to the point of beginning.

k) No. 402 – Jay Penington
Recorded September 16, 1976, Microfile No. 229558

Starting at the west quarter section corner of Section 7, T. 23 N., R. 19 W., P.N.M., Lake County, Montana, thence S. 86°57' E. 265.71 feet; thence continuing S. 86°57' E. 57.72 feet; thence N. 16°28' W. 157.60 feet; thence N. 10°40' W. 199.18 feet; thence N. 25°08'30" W. 104.00 feet; thence N. 2°07' W. 68.96 feet; thence N. 62°31' E. 30.21 feet to the point of beginning a 5/8" rebar with plastic cap; thence N. 16°38'3" E. 40.21 feet to a 5/8" rebar with plastic cap; thence N. 73°21'22" W. 30.00 feet; thence S. 16°38'38" W. 40.21 feet; thence S. 73°21'22" E. 30.00 feet to the point of beginning. A small tract of land containing 1206.3 square feet more or less.

l) No. 301 – Philip W. Korell
Recorded

From the southeast corner of said Lot 3, Section 7, N. 54°23'14" W. 424.0 feet to the point of beginning; thence N. 20°45' W. 32.0 feet; thence S. 69°15' W. 28.0 feet; thence S. 20°45' E. 32.0 feet; thence N. 69°15' E. 28.0 feet to the point of beginning.

m) No. 302 – Elfriede E. Mrochen
Recorded

From the southeast corner of said Lot 3, Section 7, N. 56°33'04" W. 335.00 feet to the point of beginning; thence N. 4°35' E. 20 feet; thence N. 85°25' W. 32.0 feet; thence S. 4°35' W. 27.6 feet; thence S. 85°25' E. 32.0 feet; thence N. 4°35' E. 7.6 feet to the point of beginning.

3) The future residential sites identified in Schedule A are also reserved and shall also be subject to the conveyance of common areas, comply with the provisions of Section 70-23-306, M.C.A., which requires the recording of floor plans showing the location of each unit, the unit, designation, dimensions, and the common areas to which the Purchaser shall have access. Each unit shall be limited by the one-fiftieth (1/50th) formula which includes the long term leases in order to comply with the limitations of the City-County Planning Board.

14. It is agreed that the Association shall lease to Borchers of Finley Point the Marina business and existing shops hereinafter designated, so long as such buildings, shops and business are in existence, which includes the right to conduct

business, to keep the properties in repair or replaced in like size, and to use and keep in good repair the existing commercial roads and generally function as a commercial enterprise in the presently existing immediate area. The business shall include the following designated buildings as outlined in Exhibit A, and is not to be counted as a residential site which is not subject to the fifty residential site limitations:

- a) gas pumps and fuel storage tanks
- b) marina sales building and waterfront
- c) service shop — 1100 square feet
- d) shop (north) — 1200 square feet
- e) shop (south) — 1200 square feet
- f) boat storage — 9000 square feet
- g) two dockage slips

The launch ramp shall be utilized jointly by members of the Association and the Marina business.

The terms of the lease by the Association shall be for forty (40) years at the rate of One Hundred Dollars (\$100.00) per year beginning October 1, 1979, with an option to renew for an additional forty (40) years at the same price. The Developer agrees to pay all taxes for the improvements and land utilized for the business and shall maintain and keep the business, buildings and Marina roadway and premises in the same manner commensurate to the development.

It is agreed that the purchasers of the property shall have priority for boat storage as well as boat service, where practicable. Nothing contained herein is to reserve for the Marina business, breakwaters, walkways, dockage or any other area which is specifically a part of this conveyance.

The Developer hereby covenants that in the event the Marina business is sold or leased the Association shall have the first option to purchase or sublease, as the case may be. This option shall not apply to a sale to an individual member of the Borchers family or a liquidation or dissolution of Borchers of Finley Point where individual stockholders would be successors in interest under the terms of the lease.

15. Each unit with its percentage of undivided interest in the common elements shall be considered a parcel of real property subject to separate assessment and taxation by any taxing unit in like manner as other parcels of real property. Neither the marina buildings nor business shall be included in such assessment, nor shall any of the common elements be considered a parcel for purposes of taxation.

In determining the true cash value of a unit with its undivided interest in the common elements, the department of revenue or its agent may use the percentage of undivided interest in the common elements appertaining to a unit as expressed in this declaration. The developer, however, shall be assessed for all undeveloped and designated sites as outlined in Schedule A.

16. This Declaration may be amended at any time at any regular or special meeting by a seventy-five percent (75%) vote of the members of the corporation. The amendment shall not be effective until reduced to writing and filed with the permanent records of the corporation. Special meetings may be called at any time on 20 days written notice by the president directed to each of the members at his listed post office address and regular meetings shall be held at least annually, which will be provided for in the by-laws. This Declaration and the covenants and restrictions shall not be waived, altered, abandoned, terminated, or amended in whole or in part except by review of the Lake County Planning Board and approved by the Lake County Commissioners.

17. Each dwelling owner signing this Declaration agrees to all the terms, provisions and conditions thereof and to assist in any way possible for the mutual enjoyment and pleasure of himself and other owners.

IN WITNESS WHEREOF, the parties have set their hands and seals this 6th day of December, 1979.

ROBERT B. AMMONS LEONARD J. ROTONDI
CAROL H. AMMONS RUTH ROTONDI
MRS. W. H. (CONSTANCE) HALL D. J. JOHNSON, M.D.
JAY PENNINGTON JEAN K. JOHNSON
FRED M. LONG BENJAMIN W. HILLEY
ANNE H. LONG PHILIP R. FORDAHL
EARL M. GENZBERGER EVELYN L. FORDAHL
RAMONA L. GENZBERGER WALTER C. SCHWANK
F. A. WAKLEY HELEN E. SCHWANK
HELEN G. WAKLEY PHILIP W. KORELL

ELFRIEDE E. MROCHEN

LESSEES

BORCHERS OF FINLEY POINT

By: [Louis F. Borchers]
President

ATTEST:
[Dean C. Borchers]
Secretary

DEVELOPER

APPROVED:

Lake County Assessor

Lake County Commissioners

By:
Chairman

STATE OF MONTANA)
) ss.
County of Cascade)

On this 6th day of December, 1979, before me, the undersigned Notary Public for the State of Montana, personally appeared LOUIS F. BORCHERS and DEAN C. BORCHERS, known to me to be the President and Secretary, respectively,

of BORCHERS OF FINLEY POINT, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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

Notary Public for the State of Mont.
residing at Great Falls, Mont.
My Commission expires 3/6/81

Not to Be Developed

Lake County Commissioner's
Lake County Courthouse
Polson, Montana 59860

Dear Sirs:

In clarification of the statement concerning the total number of units to be developed shown on plats filed under Microfile No.'s 235628 & 243049, please be advised that the following sites will not be developed:

- Site 217
- Site 319
- Site 411
- Site 414
- Site 420
- Site 421

BORCHERS OF FINLEY POINT

BY: [Handwritten Signature]
President



BY: [Handwritten Signature]
Secretary

STATE OF MONTANA)
) ss
County of Cascade)

On this 3rd day of March, 1980 before me, a Notary Public for the State of Montana personally appeared Louis F. Borchers & Dean C. Borchers known to me to be the President & Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first hereinabove written.

[Handwritten Signature]
Notary Public for the State of Mont.
Residing at Great Falls, Mont.
My Commission Expires 2/1/82