

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
APPLICABLE TO SUN CREST

*The original document was executed March 1, 1979, and recorded in Flathead County on March 6, 1979, at Book 664, Page 438. This version incorporates amendments dated and recorded at:
March 9, 1981, at Book 713, Page 30
June 26, 1986, Document #8628810230
August 1, 1991, Document #9123313420
March 6, 2000, Document #200006712480
April 20, 2004, Document #200411215450
January 13, 2009, Document #200900018735
October 5, 2012, Document #201200023385
This document is accurate as of December 1, 2022.*

THIS DECLARATION, made on the date hereinafter set forth, by GENE C. PATTON, B.H. MONZINGO, F.R. GOOD, G. KASDORF, AND HILDENBRAND HOLDINGS, LTD., hereinafter referred to as "Declarant,"

W I T N E S S E T H :

Sun Crest Subdivision of which there is a map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

WHEREAS, Declarant has platted and subdivided the same pursuant to the "Montana Subdivision and Platting Act," and

WHEREAS, Declarant intends to sell the platted residential lots in said plat,

NOW THEREFORE, Declarant hereby declares that all of said platted residential lots shall be held, sold, and conveyed subject to the easements, restrictions, covenants and conditions hereinafter set forth. These easements, restrictions, covenants and conditions are intended to protect the value and desirability of the aforesaid real property. They shall run with the aforementioned platted residential lots and shall be binding on all parties having or acquiring any right, title or interest in these platted residential lots or any part thereof, as well as their heirs, successors and

assigns. They shall inure to the benefit of each present or future owner of the aforementioned real property or any part thereof or interest therein.

ARTICLE I
DEFINITIONS

Section 1. "Association" means the Sun Crest Homeowners Association, a Montana Non-Profit Corporation.

Section 2. "Declarant" means GENE C. PATTON, B.H. MONZINGO, F.G. GOOD, G. KASDORF, and HILDENBRAND HOLDINGS, LTD., the maker of this Declaration and the record owner of the real property, their heirs, successors and assigns.

Section 3. "Real Property" means the entire land area shown and described by the plat.

Section 4. "Plat" means the plat of Sun Crest, of which there is a map or plat thereof on file and of record in the office of the Clerk and Recorder, Flathead County, Montana, which Declarant filed for recording in the land records of Flathead County, on the 1st day of November, 1978.

Section 5. "Platted Residential Lots" means the lots shown on the plat.

Section 6. "Common Area" means all property to be transferred to and to be held by the Association for the common use, enjoyment or benefit of the owners. The Common Area on the Real Property consists of the property identified as Green Belt, on the forementioned plat, the real property attached hereto as Exhibit "A" and incorporated by reference, and the Common Area described in Article XI Annexation.

All permanent structures and fixtures upon the Common Area, including roads and utility systems, shall be deemed a part thereof.

Section 7. "Owner" means the owner, or the contract purchaser in possession, of a Platted Residential Lot or of a unit located on a designated multi-family residential lot. Declarant shall be considered the owner of all lots not yet sold or which are reacquired by it.

Section 8. "Sun Crest" of which there is a map or plat thereof on file and of record in the office of the Clerk and Recorder, Flathead County, Montana, means the residential community shown by the plat. Such future additions thereto as Declarant may choose to make in accordance with and under the authority of Article XI hereof and the Association's Bylaws, will be referred to as Declarant shall designate.

Section 9. "Unit" means a unit designed for habitation by a single family which shares a structure with other similar units. For example, a duplex is comprised of two "units" an eight-plex is comprised of eight "units".

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment.

Each owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to, and shall pass with, the title to the Owner's lot or unit. Such right and easement shall be subject only to the following:

- (a) The right of the Association to charge reasonable fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and the right to use the Common Area of an owner for any period during which:
 - (i) any assessment against his lot or unit remains unpaid, or
 - (ii) any violation of these covenants or of the Association's published rules for which he is responsible remains unabated;
- (c) The right of the Association, acting through its Board of Directors, to dedicate and transfer any utility system on, or which may be a part of, the Common Area, to Flathead County and/or the City of Whitefish, Montana.

- (d) The right of the Association to dedicate and transfer all or any part of the remainder of the Common Area to any public agency, authority, or utility for such purposes in such manner and subject to such conditions as may be consistent with the Association's Articles of Incorporation, its Bylaws and the Montana Nonprofit Corporate Act; and
- (e) The nonexclusive right of all other members of the Association to use, enjoy and have the benefit of the Common Area upon the same terms.

Section 2. Delegation of Use.

Individual owners may delegate, in accordance with rules and regulations as the Association may promulgate, his/her right of enjoyment of the Common areas and Common facilities to the members of his/her tenants in possession. Ownership held in the name of an entity other than an individual may be required to designate an individual or family who will have the right to the use of the Common area and facilities. Such entity may designate only one person or family, who must be an officer or director of the entity, to be the designated user. Changes in such designation may be permitted in the absolute discretion of the Board of Directors. Others not designated as the user may only use the Common facilities as a guest, subject to the By-Laws and Covenants.

ARTICLE III
DECLARANT'S DUTY TO CONVEY AND
ASSOCIATION'S DUTY TO ACCEPT COMMON AREA

Declarant shall convey to the Association, and the Association shall accept, all or any part of the Common Area as soon as the Association is able to operate and maintain the same in a manner appropriate to the needs and desires of the Owners, or as soon as the Association has an opportunity and wishes to dedicate the same to Flathead County or some other suitable governmental body. This Article is not intended to authorize Declarant to delay the transfer of the Common Area indefinitely or otherwise unreasonably.

ARTICLE IV
THE ASSOCIATION AND MEMBERSHIP
AND VOTING RIGHTS HEREIN

Section 1. Every owner of a Platted Residential Lot and/or Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of one or more lots and/or Units subject to assessment.

Section 2. To the extent that they touch and concern the land described by the Plat, the Articles of Incorporation and Bylaws of the Association shall be deemed covenants running with the land, and shall be as binding upon Owners as if verbatim recited herein.

Section 3. The voting rights of Association members shall be as specified in the Association's Bylaws.

ARTICLE V
ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments.

Each Owner other than Declarant, by accepting a deed to, bill of sale or land contract for a Platted Residential Lot and/or Unit (whether or not it shall be so expressed in such instrument), shall be deemed to covenant to pay to the Association:

- (1) regular annual assessments, and
- (2) special assessments for capital improvement, such regular annual and special assessments to be established and collected as hereinafter provided. The regular annual and special assessments, which may be collected on a monthly, quarterly, or yearly basis, together with interest, costs and reasonable attorney's fees, shall be a charge on each Owner's Platted Residential Lot and/or Unit and shall be a continuing lien upon the Platted Residential Lot and/or Unit against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the

person who was the Owner of such Platted Residential Lot and/or Unit at the time when the assessment fell due.

Section 2. Purpose of Assessments.

The regular annual and special assessments levied by the Association shall be used exclusively to administer these covenants, to maintain and improve the Common Area, and generally to promote the recreation, health, safety, comfort, convenience and welfare of the Owners of Sun Crest, of which there is a map or plat thereof on file and of record in the office of the Clerk and Recorder, Flathead County, Montana.

Section 3. Maximum Regular Annual Assessments.

- (a) The first year in and for which regular annual assessments shall be established and collected shall be the calendar year 1979. The regular annual assessment for such year shall not exceed \$1,500.00.
- (b) Beginning January 1, 1979, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.
- (c) Beginning January 1, 1979, the maximum regular annual assessment may be increased above 10% by a vote of two-thirds of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (d) The Board of Directors may fix the regular annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the regular annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessments shall have the

assent of two-thirds of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 of this Article V shall be sent to all members not less than 30 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of the members or of proxies entitled to cast 50% of all votes entitled to be cast by the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 50 days following the preceding meeting.

Section 6. Uniform Rate of Assessment.

Both regular annual and special assessments must be fixed at a uniform rate for all Platted Residential Lots or Units subject to assessment.

Section 7. Date of Commencement of Regular Annual Assessments; Due Dates.

The regular annual assessments provided for herein shall commence as to all lots subject thereto on the first day of 1979. The Board of Directors shall fix the amount of the regular annual assessment against each lot or unit at least 30 days in advance of the beginning of each annual assessment period. Written notice of the regular annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Platted Residential Lot or Unit have been paid.

Sections 8. Proration.

When an Owner purchases a Platted Residential Lot or Unit after January 1, 1979, his liability for the regular and special assessments which have been established for the year of purchase shall be prorated in

accordance with the number of days remaining in that year on the date of purchase. Such prorated assessments shall be due and payable on the day of closing.

Section 9. Effect of Nonpayment of Assessment; Remedies of the Association.

Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 10% per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the Platted Residential Lot or Unit subject thereto. No Owner subject to assessment may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot. The Association may suspend a delinquent Owner's voting rights and his right to use, enjoy and have the benefit of the Common Area for such period as his delinquency continues.

Section 10. Subordination of Assessment Liens to Declarant's Security Interest.

The lien of the assessments provided for herein shall be subordinate to any security interest of Declarant in any Platted Residential Lot or Unit which secures any Owner's obligation to pay Declarant the purchase price of such Platted Residential Lot or Unit.

ARTICLE VI
ARCHITECTURAL CONTROLS

No building, fence, wall or other structure shall be commenced, erected or maintained upon Platted Residential Lots or the common Area or any part thereof, nor shall any exterior addition to, or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three members appointed by the Board. All residential homes must have an appraised value as of June 30, 1978 of \$50,000.00 or more with the lot nor being credit for more than 20% of the appraised value and all multi-family dwelling units shall have an appraised value of not less

than \$30,000.00 per unit. The appraiser must be approved by the Board of Directors. In the event said Board, or the Architectural Control Committee designated by it, fails to approve or disapprove such design and location within 45 days after said plans and specifications have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with.

No landscaping work, including the removal of natural trees, shrubs, brush and other ground cover, shall be undertaken on any Platted Residential Lot until the plans and specification showing the nature and other details of the proposed work shall have been submitted to and approved in writing by the Board of Directors of the Association or by the aforementioned Architectural Control Committee appointed by the Board. In the event said Board, or its designated Committee, fails to approve or disapprove of such proposed landscaping work within 45 days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

ARTICLE VII
LAND USE RESTRICTIONS

Section 1. Use of each lot within the Subdivision shall be in accord with the zoning ordinances of the City of Whitefish, Montana. Residences constructed in Phase I shall be restricted to single-family homes or duplex structures even though current or future zoning ordinances by the City of Whitefish may permit a greater density.

Section 2. There shall be no water wells on Platted Residential Lots. Owners of such lots desiring a water supply must be connected to the central community water system to be installed by Declarant.

Section 3. No sewage or sanitary waste disposal facility of any kind other than the central community sewer system to be installed by Declarant shall be installed or used upon the Real Property. Owners of Platted Residential Lots or Units requiring sewer or sanitary waste disposal service must obtain the same from the said central community sewer system.

Section 4. No signs shall be erected or maintained on any Platted Residential Lot except;

- (a) one sign of not more than one square foot, identifying lot owners or occupation, and
- (b) one sign on the owner's lot of not more than 6 square feet advertising a Platted Residential lot or unit for sale or rent, and one sign on the owner's lot of not more than 12 square feet identifying construction or trade advertising, provided however, that the specific details as to the type, design and details of sign requested shall be subject to the approval of the Architectural Control Committee, if the same is in operation, otherwise, by the Board of Directors; said approval shall not be unreasonably withheld.

Nothing herein shall preclude Declarant or its sales agent from erecting and maintaining such temporary signs and structures as may, in Declarant's judgement, promote the development and sale of Platted Residential Lots or other interests in the Real Property.

Section 5. No Platted Residential Lots or Units shall be used for the keeping, raising, or breeding of animals. However, common household pets such as dogs and cats may be kept on a Platted Residential Lot for noncommercial purposes if and so long as they do not become a nuisance and dogs must be leashed at all times or under the direct supervision of Owner.

Section 6. No trash, garbage, rubbish, refuse, or other solid waste of any kind, including particularly inoperable automobiles, appliances, and furniture, shall be thrown, dumped, stored, disposed of, or otherwise placed on any part of the Real Property. Garbage and similar solid waste shall be kept in sanitary containers well suited for that purpose. The Owner or occupant of each Platted Residential Lot or Unit shall be responsible for the disposal of solid waste at legally established solid waste disposal facilities outside the Real Property.

Section 7. No platted residential lot or lots shall ever be subdivided except that dwellings with common party walls may be constructed and/or conveyed on sublots and separately conveyed subject to compliance with the City of Whitefish zoning regulation and other applicable subdivision regulations. In no event and at no time shall the density of an original Platted Residential Lot be exceeded.

Section 8. The use of firearms, fireworks, or explosives is prohibited except as explosives are required for construction work duly authorized by the Board of Directors or the Architectural Control Committee.

Section 9. No owner shall change or interfere with the natural drainage of the Real Property without the prior written approval of the Board of Directors or the Architectural Control Committee.

Section 10.

- (a) The permanent use or storage upon Platted Residential Lots of house trailers, mobile homes and similar vehicles as dwellings is prohibited. Such vehicles may be used temporarily, with the written approval of the Board of Directors or the Architectural Control Committee, and upon such terms and conditions as the Board of Directors or the Architectural Control Committee may choose to prescribe.
- (b) Boat, utility, motorcycle, raft, ATV (four-wheeler) trailers and similar equipment, as well as boats, rafts, ATVs (four-wheelers) and related vehicles, toys and equipment, may be parked or stored on Platted Residential Lots with the written permission of the Board of Directors or the Architectural Control Committee, provided the trailers or vehicles are screened from public view. The Board of Directors or the Architectural Control Committee shall determine what constitutes adequate screening and such determination shall be conclusive.

Section 11. No basements, garages, sheds, shacks, outbuildings or impermanent structures such as tents shall be used as dwellings on any Platted Residential Lot.

Section 12. No fuel tanks shall be maintained above ground on any Platted Residential Lot other than propane tanks which may be installed on Platted Residential lots with the written permission of the Board of Directors or the Architectural Control Committee, provided the tanks are screened from public view. The Board of Directors or Architectural Control Committee shall determine what constitutes adequate screening, and such determination shall be conclusive.

Section 13. No vehicle shall be parked or stored on the Common Area except those portions of which have been specifically set aside and designated as parking lots by the Association. No vehicle shall ever be abandoned or dismantled and no major vehicle repair work shall ever be performed on any part of the Common Area. No vehicle in an extreme state of disrepair shall ever be parked or permitted to remain on any part of the Common Area for more than 48 hours. A vehicle shall be deemed in an extreme state of disrepair when it is incapable of moving under its own power, or when, in the opinion of the Directors of the Association or the Architectural Control Committee, its presence offends the reasonable sensibilities of the occupants of Sun Crest, of which there is a map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

If any lot Owner violates the foregoing regulation or permits a violation thereof by members of his family, his invitees or his licensees, and fails to cure such violation within 48 hours of having been notified thereof by the Association or the Architectural Control Committee, the Association may correct the offending condition and add the cost of such correction to the assessments to which such Owner's lot or unit is subject.

Section 14. No Platted Residential Lot or Unit shall ever be used in a fashion which unreasonably interferes with the other lot Owners' or the Association's right to use and enjoy the Common Area. The Board of Directors of the Association or the Architectural Control Committee designated by it shall determine whether any given use of a Platted Residential Lot unreasonably interferes with those rights, and such determination shall be conclusive.

ARTICLE VIII
BUILDING RESTRICTIONS

Section 1. Only detached single-family and multi-family residences/units where designated and appurtenant outbuildings such as garages, woodsheds and the like, may be constructed or permitted to remain on Platted Residential Lots. Only one such residence may be built on each Platted Residential Lot except where designated multi-family.

Section 2. No construction of such a dwelling may be started on any Platted Residential Lot without first obtaining

- (a) a building permit from the proper local government authority, and
- (b) a building permit from the Board of Directors of the Association or the Architectural Control Committee designated by it pursuant to Article VI of these covenants.

Section 3. Each single-family residence on a Platted Residential Lot shall contain a minimum floor area of 1,500 square feet exclusive of open decks (covered or uncovered), garages, covered carports, sheds or other outbuildings. Each unit of a duplex shall have a minimum of 1,200 square feet exclusive of open decks (covered or uncovered), garages, covered carports, sheds or other outbuildings.

Section 4. All buildings constructed hereunder shall conform to the specification and requirements of the most recent revisions of the State of Montana electrical code and the uniform building code in force at the commencement of construction.

Section 5. No building constructed hereunder shall exceed 35 feet height as measured and calculated within the terms of the Whitefish Zoning Ordinance.

Section 6. Exterior finishes shall have a flat, nonglossy appearance, and colors shall tend to dark grays, gray-greens, browns and other earth tones. Exterior trim shall be stained or painted so as to compliment the finishes they adjoin.

Section 7. All buildings on Platted Residential Lots shall have roof eaves and rake overhangs of not less than 24". The Board of Directors or its Architectural Control Committee may, upon application, grant exemptions from this requirement to Owners who establish, to the satisfaction of the Board of Directors or the Architectural Control Committee, that the building designs desired by the applicants are aesthetically as appealing, as suited to climatic conditions and as compatible with the overall character of Sun Crest, of which there is a map or plat on file and of record in the office of the Clerk and Recorder of Flathead County, Montana, as buildings which do meet this requirement.

Section 8. The exterior of any buildings constructed hereunder (including painting or other suitable finish) shall be completed within one

year of the beginning of construction so as to present a finished appearance when viewed from any angle. The buildings area shall be kept reasonably clean during the construction period.

Section 9. At the time a permanent dwelling is built on a Platted Residential Lot, adequate off-street parking for at least two cars per unit shall be provided on the Lot.

Section 10. Garages on Platted Residential Lots may be detached from the main dwelling structure. However, carports and patios must be a part of the main dwelling structure or connected to it by a roof or fence. At least one side of a carport must be enclosed. The design and roof materials of garages and carports shall be compatible with those of the main dwelling.

Section 11. The minimum distance between any point on the boundary of a Platted Residential Lot and the nearest part of any building constructed thereon shall be 10 feet. A strip five feet in width inside and parallel to the boundary of all Platted Residential Lots shall not be cleared except with the written permission of the Board of Directors or the Architectural Control Committee.

Section 12. No fence, wall, hedge, or landscaping that has a screening effect shall be erected, located, planted or maintained upon any Platted Residential Lot.

(a) without the written approval of the Board of Directors or its Architectural Control committee, or

(b) in a manner which would unreasonably obstruct the view from any other Platted Residential Lots or Units. Fences on Platted Residential Lots or Units shall be of wood, stone or brick.

Section 13. Entrances to Platted Residential Lots shall be originally constructed. Other or additional entranceways or trails may only be constructed or maintained with the written permission of the Board of Directors or its Architectural Control Committee.

Section 14. No building or structure of any kind, erected or maintained or suffered to be erected or maintained by the Owner of a Platted Residential Lot may trespass or encroach upon the Common Area. The Association shall have the authority to abate any such trespass or

encroachment upon the Common Area at any time, by any reasonable means and without having to bring legal proceedings.

Section 15. Exterior lighting of any sort which is visible from any street shown on the plat, and part of the Common Area, or any other Platted Residential Lot in Sun Crest, of which there is a map or plat thereof on file and of record in the office of the Clerk and Recorder, Flathead County, Montana, may be installed only with the written permission of the Board of Directors or its Architectural Control Committee. Farm type and/or mercury vapor lights are prohibited.

Section 16. Buildings on Platted Residential Lots requiring water and sewer service shall be connected to the central community sewer system at the Owner's expense and in a manner which meets with the approval of the Board of Directors or the Architectural Control Committee. The plans for and specifications of such connections shall be submitted as a part of the Owner's application for a building permit.

Section 17. All building and landscaped grounds on any Platted Residential Lot shall be kept in a safe and reasonable state of repair, cleanliness and neatness. Lawns are permitted; however, plans concerning size and locations must be submitted to the Board and approved in writing, or by an Architectural Control Committee composed of three members appointed by the Board. The 45-day rule in Article VI applies.

ARTICLE IX
INTERPRETATION, ADMINISTRATION AND
ENFORCEMENT OF THESE COVENANTS

Section 1. If the Board of Directors chooses to appoint an Architectural control Committee as hereinbefore provided, such Committee shall have primary and exclusive jurisdiction to interpret, administer and enforce these covenants and find all facts relative to any claimed or suspected violation. The Committee may collect a reasonable application fee from applicants for building permits pursuant to Article VIII, section 2, of these covenants.

Any Owner adversely affected by Committee action may appeal to the Board of Directors. Appeals shall be made in writing within 10 days of the Committee's action, and shall set forth the part of the Committee's action

deemed objectionable. The appeal shall be considered by the Board at its next scheduled meeting, and a final and conclusive determination shall be made by the Board within 15 days after such meeting.

The Committee shall be responsible for seeing to it that Lot Owners who may be adversely affected by a Committee decision are given reasonable notice thereof.

Section 2. The Association, acting through its Architectural Control Committee, if any, and its Board of Directors shall be primarily responsible for enforcing these covenants and for preventing and abating violations thereof. In performing this function it may avail itself of such injunctive and other legal remedies as may be available to it under Montana law. The Association may charge the costs of preventing or abating a violation of these covenants to the offending Owner and add the amount thereof to his next regular annual or special assessment. Such costs may include a reasonable attorney's fee.

Section 3. Any Owner may complain of an actual or threatened violation of these covenants to the Architectural Control Committee, if there is one, or to the Board of Directors, if there is none, and demand that the Association prevent or abate the same. No Owner may sue to prevent or abate an actual or threatened violation of these covenants without having done so and without having exhausted the remedies available to him within the Association. However, no building the construction of which has been commenced, and no landscaping work or other structure which has been completed shall be deemed in violation of the covenants if the same was authorized by a building permit duly issued pursuant to Article VIII, section 2 of these covenants.

Section 4. The Declarant and Lot Owners hereby acknowledge that the City of Whitefish has a standing to sue in court to enforce the covenants and Bylaws.

ARTICLE X
AMENDMENT

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for

successive periods of 10 years. This Declaration may be amended by approval of not less than 75% of the lot owners. The Board of Directors shall certify that 75% of the lot owners have approved any said amendment at a regular meeting or a special meeting called for that purpose. Upon certification the Board of Directors shall direct the President of the association to execute and record a Declaration of Amendment with the Office of the Clerk and Recorder of Flathead County, Montana, which Declaration shall describe the amendment, state that the Board of Directors has certified that 75% of the lot owners have approved said amendment and shall be signed by the President of the Association, or, in his absence, the Vice President. The Covenants and Restrictions of this Declaration shall not be amended without the written consent of the City Council of Whitefish, Montana.

ARTICLE XI
ANNEXATION

Declarant shall have the option to add to the Real Property further residential and commercial property and Common Area designated therein from the property set forth on Exhibit "B" attached hereto and incorporated by reference, by recording subdivision plats identifying the same as additions to the SunCrest subdivision; approval and consent to such additions being hereby given. In addition, Declarant shall have the option to add to the Real Property further residential and commercial property and Common Area designated therein by recording subdivision plats identifying the same as additions to SunCrest Subdivision, and by recording a corresponding amendment hereto.

ARTICLE XII
SEVERABILITY

Invalidation of any one of these covenants or restriction by judgement or court order shall in no way affect or invalidate any other provisions, which shall remain in full force and effect.

EXHIBIT "A"

Legal Description - SunCrest Beach Property

That portion of Government Lot Two (2) of Section Twenty-four (24), Township Thirty-one (T.31N.), Range Twenty-two West (R.22W.), Principal Meridian, Montana, Flathead County, Montana, described as follows:

That portion of that tract of land as shown on Certificate of Survey No. 1950, records of Flathead County, Montana, described as follows:

Beginning at the Northwest corner of that tract of land as shown on said Certificate of Survey No. 1950; thence

South $88^{\circ} 55' 32''$ East and along the Northerly boundary of said Certificate of Survey No. 1950 a distance of 252.29 feet to the Northeast corner of said Certificate of Survey No, 1950; thence

South $08^{\circ} 04' 35''$ West and along the Easterly boundary of said Certificate of Survey No. 1950 a distance of 115.20 feet; thence

South $01^{\circ} 04' 06''$ West and continuing along the Easterly boundary of said Certificate of Survey No. 1950 a distance of 141.15 feet; thence

North $88^{\circ} 55' 54''$ West a distance of 163.27 feet; thence

South $39^{\circ} 56' .01''$ West a distance of 340.21 feet; thence

South $29^{\circ} 58' 53''$ West a distance of 106.97 feet more or less to the low water mark of Whitefish Lake; thence

North $64^{\circ} 41' 51''$ West and along said low water mark a distance of 125.00 feet more or less to a point which bears South $29^{\circ} 26' 55''$ West from the point of beginning; thence

North $29^{\circ} 26' 55''$ East and along the Westerly boundary of Certificate of Survey No. 1950, also being the Easterly boundary of that tract of land as shown on Certificate of Survey No. 1905; records of Flathead County, Montana, a distance of 640.03 feet more or less to the point of beginning and containing 3,128 acres of land more or less.

EXHIBIT "B"
SUNCREST AREA

(See "Attachment 1" to Notice of Special Meeting of Homeowners re: SunCrest Beach for drawing showing location of SunCrest Area and SunCrest Beach.)

Beginning at the Northeast corner of the NW $\frac{1}{4}$ of Section 24, Township 31 North, Range 22 West, M.P.M., Flathead County, Montana, which is a found brass cap; thence

South $00^{\circ} 13' 48''$ East along the East boundary of the said NW $\frac{1}{4}$ a distance of 1771.71 feet to a point; thence

North $89^{\circ} 58' 00''$ West a distance of 265.00 feet; thence

South 38.51 feet to a point on the Northerly R/W of Highway 487; thence along the Northerly R/W of said Highway 487 the following courses and distances; thence

Northwesterly along an arc of 24.93 feet through a central angle of $00^{\circ} 57' 02''$ (radial bearing South $52^{\circ} 18' 19''$ West radius 1502.40) to a point; thence

North $5^{\circ} 09' 13''$ East a distance of 153.59 feet to a found R/W monument; thence

North $42^{\circ} 19' 06''$ West 80.18 feet to the P.C. of a 1325.92 foot radius curve concave Southwesterly (Radial bearing South $47^{\circ} 29' 40''$ West); thence

Northwesterly along said curve through a central angle of $16^{\circ} 39' 24''$ an arc length of 385.46 feet to a found R/W monument; thence

South $81^{\circ} 19' 03''$ West 204.94 feet to a found R/W monument which is on a 1205.92 foot radius curve concave Southwesterly (radial bearing South $23^{\circ} 18' 17''$ West); thence

Northwesterly along said curve through a central angle of $23^{\circ} 45' 17''$ an arc length of 499.97 feet; thence

South $89^{\circ} 33' 00''$ West 167.30 feet; thence

South 89° 33' West 30.46 feet; thence

North 01° 42' 21" East and leaving said East Shore Highway R/W 153.77 feet to the P.C. of a 470.00 foot radius curve to the left; thence through a central angle of 10° 48' 50" an arc length of 88.71 feet to the P.T. of said curve; thence

North 09° 06' 29" West a distance of 217.26 feet to the P.C. of a 480.00 foot radius curve to the right; thence through a central angle of 24° 40' 27" an arc length of 206.71 feet to the P.T. of said curve; thence

North 15° 33' 58" East a distance of 113.60 feet to the P.C. of a 250.00 foot radius curve to the left; thence through a central angle of 39° 56' 34" an arc length of 174.28 feet to the P.T. of said curve; thence

North 24° 22' 36" West a distance of 84.22 feet to the P.C. of a 220.00 foot radius curve to the right; thence through a central angle of 32° 25' 48" an arc length of 124.52 feet to the P.T. of said curve; thence

North 08° 03' 12" East a distance of 61.02 feet to the P.C. of a 470.00 foot radius curve to the left; thence through a central angle of 17° 16' 11" an arc length of 141.66 feet to the P.T. of said curve; thence

North 09° 12' 59" West a distance of 614.65 feet to a point; thence

North 56° 37' 12" East a distance of 78.56 feet to a point on the south boundary of Tract 1 of Certificate of Survey #4072 (records of Flathead County): thence

North 50° 37' 12" East along the South boundary of said Tract 1 a distance of 95.34 feet; thence

North 87° 09' 40" East and along the South boundary of Tracts 1 and 2 of C.O.S. #4072 a distance of 178.18 feet to found iron pin on the West boundary of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13, Township 31 North, Range 22 West; thence

North $00^{\circ} 20' 49''$ West and along the West boundary of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 13 a distance of 1845.81 feet to the Northwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13; thence

South $89^{\circ} 34' 54''$ East along the North boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 13 a distance of 2638.86 feet to the Northeast corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 13; thence

South $00^{\circ} 20' 02''$ East and along the East boundary of the W $\frac{1}{2}$ SE $\frac{1}{4}$ Section 13 a distance of 2602.64 feet to the Southeast corner of the W $\frac{1}{2}$ SE $\frac{1}{4}$ Section 13; thence

South $89^{\circ} 41' 31''$ West and along the South boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 13, a distance of 1317.81 feet to the point of beginning and containing 213.03 acres of land.

And the following parcel:

A tract of land in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13, Township 31 North, Range 22 West, M.P.M, Flathead County, Montana, more particularly described as follows:

Commencing at the NE corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13, Township 31 North, Range 22 West; thence

South $00^{\circ} 20' 49''$ East and along the East boundary of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 248.00 feet to the true point of beginning of the tract of land being described; thence

South $67^{\circ} 36' 58''$ West a distance of 209.20 feet to a point; thence

South $12^{\circ} 05' 08''$ East a distance of 216.56 feet to a point; thence

North $87^{\circ} 09' 40''$ East a distance of 150.00 feet to a point; thence

North $00^{\circ} 20' 49''$ West and along the East boundary of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 284.00 feet to the point of beginning.

SUBJECT TO easements of record.

Shown as PARCEL 2 on corrected Certificate of Survey No. 4072.//