



**RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS, EASEMENTS AND  
USES OF EAGLE BEND YACHT HARBOR**

THIS DECLARATION is made on the date hereinafter set forth by Eagle Bend Yacht Harbor Boat Slip Owners' Association, a nonprofit corporation, herein after referred to as the "Association".

This Restated Declaration is herewith prepared and filed for the purpose of amending and replacing the Declaration and Acceptance of Covenants, Conditions, Restrictions, Easements and Uses of Eagle Bend Yacht Harbor dated March 31<sup>st</sup>, 1993 and subsequent Amendments thereto. From and after the date of recording this Restated Declaration, this document shall be the governing instrument through which the Association shall be governed and operated. This Restated Declaration reflects the termination of the Developers rights in the Eagle Bend Yacht Harbor Project other than the normal ownership rights of any other member.

**WITNESSETH:**

Association is the owner of land described on attached Exhibit "A" in Flathead County, Montana, a portion of which is covered by water of a private lagoon ("Eagle Bend Lagoon", a/k/a "Eagle Bend Yacht Harbor Lagoon" herein) constructed by Developer, water from which is used to ammenitize and irrigate adjacent lands comprising the Eagle Bend Golf Course; and herein after referred to as the "Eagle Bend Yacht Harbor Project".

Association is the owner of the Eagle Bend Yacht Harbor Project and all of the properties and improvements that comprise the Eagle Bend Yacht Harbor Project and, as such owner, retains the right to market, sell, transfer and convey to persons, firms and entities ownership of perpetual exclusive occupancy and use rights to the Boat Slips that are created by the completion of the boat docks together with such perpetual non-exclusive appurtenant easements as are necessary to provide access (via water and land), use and enjoyment of the Boat Slips by the owners thereof; and

Association, whose members will be comprised solely of owners of Boat Slips within the Eagle Bend Yacht Harbor Project, has been formed as a non-profit Montana corporation responsible to administer, operate, manage, repair and maintain the properties of the Eagle Bend Yacht Harbor Project; and

The Association hereby agrees and declares that the real property comprising the Eagle Bend Yacht Harbor Project, shall be and hereby are subjected to, benefited and burdened by the rights, duties, affirmative obligations, easements, limitations, restrictions, undertakings, covenants and uses herein set forth which shall run with the land and bind, burden and benefit

Association, Members and all persons, firms or entities specifically covered by the terms and conditions of this Declaration and Acceptance.

## **ARTICLE I** **RECITALS**

All of the above and foregoing Recitals form a part of the operative and substantive provisions of this Declaration and Acceptance.

## **ARTICLE II** **LEGAL DESCRIPTION**

The real property of the Eagle Bend Yacht Harbor Project is described on Exhibit "A" attached hereto and by this reference made a part hereof.

## **ARTICLE III** **DEFINITIONS**

Certain terms are utilized not only in this Declaration and Acceptance, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Bylaws, Rules and Regulations of Eagle Bend Yacht Harbor Boat Slip Owners' Association, a Montana non-profit corporation and easements and other instruments affecting the ownership, establishment, construction, operation and administration of the Eagle Bend Yacht Harbor Project. Whenever used in such documents, or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. "Association" shall mean the non-profit corporation organized under Montana law of which all Co-owners of Boat slips in the Yacht Harbor Project shall be members, which corporation shall administer, operate, manage, repair and maintain the Yacht Harbor Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Association's Bylaws or the laws of the State of Montana.

B. "Association or Corporate Bylaws" means the Corporate Bylaws of Eagle Bend Yacht Harbor Boat Slip Owners' Association, the Montana non-profit corporation organized to manage, operate, administer, repair, maintain and replace the Eagle Bend Yacht Harbor Project.

C. "Boat Slip" shall mean that numbered, identified and designated space on the water of the Eagle Bend Yacht Harbor Lagoon adjacent to a specific mooring walkway and dock as to which space the owner thereof has the perpetual, absolute and exclusive right of use and occupancy together with perpetual non-exclusive appurtenant easements for access thereto across land and water.

D. "Project Documents" whenever used means and includes this Declaration and Acceptance, the Association Bylaws and any other documents referred to therein which, among other things, affect the rights, duties and liabilities of the Association and Co-owners of Boat Slips in the Eagle Bend Yacht Harbor Project.

E. “Eagle Bend Yacht Harbor Project” and/or “Yacht Harbor Project” means all of the properties and improvements constructed or placed on Exhibit “A”. All land, or any portion thereof as described and shown on an “As-Built” survey or site plan to be recorded as part of this Declaration and Acceptance.

F. “Co-owner” means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Boat Slips in the Eagle Bend Yacht Harbor Project. The term “owner” wherever used, shall be synonymous with the term “Co-owner”.

G. “Developer” shall mean Eagle Bend Marina Corp., a Montana corporation, of 836 Holt Drive, Bigfork, Montana 59911. Developer held an ownership interest in the Yacht Harbor Project and some oversight authority in accordance with the original CCRs. It is the intent of this Restated Declaration that the Developer shall no longer have an ownership interest in the Association or Yacht Harbor Project other than the ordinary membership rights that would be available to the Developer as a co-owner of boat slips to the extent the Developer owns any boat slips currently or from time to time in the future.

H. “Eagle Bend Yacht Harbor Project - Phase I” shall mean the following properties, improvements and amenities constructed, installed or placed by Developer on portions of the Exhibit “A” land: (i) access channel connecting Eagle Bend Yacht Harbor Lagoon to the Flathead River; (ii) Inflatable Water Level Control Dam with all motors, pumps, electrical/control panels and appurtenances; (iii) water delivery system, waste disposal system (including all lines, lift station and appurtenances), telephone lines, electrical lines and systems (including lighting systems onsite and at dockside (illumination devices and plug in facilities with all wiring thereto); (iv) parking area, walkways, landscaped areas and landscaped recreational areas; (v) boat launching/loading ramp; (vi) dock mooring walkways with pilings, deadmen, benching and railing; (vii) floating docks (exclusive of the floating fuel service dock and equipment thereon) creating approximately 92 Boat Slips; (viii) waste holding tanks and pumpout equipment; (ix) marina signage; (x) building with meeting room (Clubhouse), lockers and restrooms, all of which properties, amenities and improvements shall be shown and described in an As-Built survey, map or site plan to be prepared upon completion and recorded as an amendment to this Declaration and Acceptance. As of the 2007 Amendments, the floating fuel service dock and equipment thereon, referenced above in (vii) has been completed and is owned by the Association.

I. “Eagle Bend Yacht Harbor Project - Phase II” shall mean all of the floating docks creating approximately 100 additional Boat Slips, dock mooring walkways and parking area constructed by Developer at a later date by Developer on portions of the Exhibit “A” land and on or under the waters of the Eagle Bend Yacht Harbor Lagoon, all of which properties, amenities and improvements shall be shown and described in an As-Built Survey, map or site plan to be prepared upon completion and recorded as an amendment to this Declaration and Acceptance.

#### **ARTICLE IV**

#### **REPAIRS AND REPLACEMENT OF YACHT HARBOR PROJECT**

The Association shall be responsible for all of the costs of operation, administration, maintenance, repair, replacement or redecoration of the properties and improvements comprising the Eagle Bend Yacht Harbor.

**ARTICLE V**  
**SHARE OF EXPENSES**

Each Boat Slip in the Eagle Bend Yacht Harbor Project is as shown in site plan attached hereto as Exhibit "B" and reference by this made a part hereof.

The formula used by the Developer to determine each Boat Slip's share of such expenses was, with minor adjustments, to divide the size (in lineal feet) of each Boat Slip by the total lineal feet in all Boat Slips. The percentages of shares of expenses shall not be changed except in the manner provided in Article IX hereof expressed in an amendment to this Declaration and Acceptance duly approved and recorded. Throughout the course of developing Eagle Bend Yacht Harbor, several boats slips have been added and/or removed. Each time boat slips have been added or removed the percentage of share of expenses have been recalculated and attached as amendments to the original 1993 DCCR's. These amendments have been filed at the Flathead Clerk and Records Office. At this time, it is not anticipated that anymore boat slips will be added or removed. Accordingly, the percentage of share of expenses have been calculated and are attached as Exhibit "C".

**ARTICLE VI**  
**EASEMENTS**

Association hereby grants and conveys the following perpetual non-exclusive easements on, over, under and across the Exhibit "A" land, the properties of Eagle Bend Yacht Harbor Project and, to the extent permitted by law, the waters of the Eagle Bend Yacht Harbor Lagoon:

A. To its Officers, Directors, Agents and Designees. Reasonable and necessary perpetual easements for the operation, inspection, maintenance, repair, replacement and decoration of the properties that comprise the Eagle Bend Yacht Harbor Project for which the Association may, from time to time, be responsible and for the installation, maintenance and repair of all of the utility services furnished to the Eagle Bend Yacht Harbor Project.

B. To Public Utilities. All public utilities shall have the right of reasonable access to the Exhibit "A" property and the properties that comprise the Eagle Bend Yacht Harbor Project, at such times as may be reasonable, for the installation, repair, maintenance or replacement of such systems that provide utility services to the Yacht Harbor Project.

C. To the Co-owners of Boat Slips.

(a) Perpetual exclusive appurtenant easements for ingress to and egress from their respective Boat Slips by land, across the docks and moorage walkways in the Eagle Bend Yacht Harbor Project and the waters of the Eagle Bend Yacht Harbor Lagoon.

(b) Non-exclusive reasonable and necessary vehicular and pedestrian easements for access to and use by Co-owners of the properties of the Yacht Harbor Project together with the roadway easement from Holt Drive to the Exhibit "A" land.

D. To Eagle Bend Company. Non-exclusive easements to conduct pumping and related irrigation operations on and from the waters of the Eagle Bend Lagoon and to install, maintain, repair and replace pumps, lines and irrigation systems on the Exhibit "A" land.

**ARTICLE VII**  
**COVENANTS RUNNING WITH THE LAND**

All provisions of this Declaration and Acceptance, as amended, shall be construed to be covenants and easements running with the Exhibit "A" land and with every part thereof and interest therein, including but not limited to every Boat Slip and appurtenances thereto.

**ARTICLE VIII**  
**EXPANDABLE YACHT HARBOR PROJECT**

Eagle Bend Yacht Harbor Project is expandable in accordance with the provisions of this Article.

A. There are no restrictions or limitations on Association's right to expand the Yacht Harbor Project except as stated in this Article. The consent of 67% of Co-owners shall be required to expand the Yacht Harbor Project. Such expansions may be made without the necessity of re-recording an entire Declaration and Acceptance and may incorporate by reference all or any pertinent portions of this Declaration and Acceptance.

B. Any amendment to the Declaration and Acceptance which alters the number of Boat Slips in the Yacht Harbor Project shall proportionately readjust the existing percentages of share of expenses of administration of the Yacht Harbor Project to preserve a total share of one hundred (100%) percent for the entire Yacht Harbor Project. Percentages of share of expenses shall be readjusted and determined in accordance with the method and formula prescribed in Article V of this Declaration and Acceptance.

C. Any expansion of the Yacht Harbor Project shall be deemed to have occurred at the time of the recording of an amendment to this Declaration and Acceptance embodying and describing all essential elements of the expansion. At the conclusion of the expansion of the Yacht Harbor Project, not later than 180 days after completion, a consolidating Declaration and Acceptance and plans showing the properties of the Yacht Harbor Project "as built" shall be prepared and recorded by Developer. A copy of the recorded consolidated Declaration and Acceptance shall be provided to the Association.

**ARTICLE IX**  
**AMENDMENTS**

This Declaration and Acceptance and any exhibit hereto may be amended in the following manner:

Amendments may be made and recorded by the Association without the consent of Co-owners or mortgagees if the amendment does not materially alter or change the rights of a Co-owner or mortgagee. Any material amendment made by the Association must be approved by more than sixty-six and two-thirds (66-2/3%) of owners of the total number of Boat Slips in the Yacht Harbor Project.

**ARTICLE X**  
**COMPLIANCE WITH DECLARATION**

A. Enforcement. Each Owner and the Association shall comply strictly with provisions of the Project Documents and Rules and Regulations passed hereunder, as the same may be lawfully amended from time to time, and with all decisions adopted pursuant to the Project Documents and the Rules and Regulations. Failure to comply shall be grounds for an action to recover sums due to damages, or injunctive relief, or both maintainable by the Board acting through its officers on behalf of the Association, or by any aggrieved Owner on its own.

B. No Waiver of Strict Performance. The failure of the Association in any instance to insist upon the strict compliance with the Project Documents or Rules and Regulations of the Association or to exercise any right contained in such documents or to serve relinquishment for the future of any term covenant, condition, or restriction. The receipt by the Association of payment of an assessment from an owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Association of any requirement shall be effective unless expressed in writing and signed for the Board of the Association.

C. Attorney Fees. In the event that the Association, or an aggrieved owner is required to retain an attorney to judicially enforce compliance with the Project Documents, the prevailing party in such judicial proceedings shall be entitled to recover from the other party reasonable attorney fees and costs incurred in such proceedings.

**ARTICLE XI**  
**ACCEPTANCE**

By executing this Declaration and Acceptance, Association hereby accepts and agrees to all of the above and foregoing terms and conditions and assumes and undertakes the performance of all of the obligations and duties hereof.

IN WITNESS WHEREOF the Developer and Association have executed this Declaration and Acceptance effective the day and year first above written.

ASSOCIATION:

EAGLE BEND YACHT HARBOR BOATSLIP  
OWNERS' ASSOCIATION, a Montana nonprofit  
corporation

By: Brent Hall, President

ATTEST:

Roy Hollandsworth, Secretary

**EXHIBIT "A"**

**DESCRIPTION  
LOT 1 (MARINA) BLOCK 4  
HARBOR VILLAGE AT EAGLE BEND - PHASE 4**

A TRACT OF LAND LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, AND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 27 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN, MONTANA, FLATHEAD COUNTY, MONTANA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF BLOCK 3 OF THE HARBOR VILLAGE AT EAGLE BEND - PHASE 4, RECORDS OF FLATHEAD COUNTY, AND THE TRUE POINT OF BEGINNING; THE FOLLOWING SIXTEEN COURSES ARE ALONG THE WEST BOUNDARY OF SAID LOT 1; THENCE S09°11'19"W 42.49 FEET; THENCE S24°46'46"W 63.05 FEET; THENCE S15°33'05"W 39.86 FEET; THENCE S03°43'58"W 34.17 FEET; THENCE S12°08'28"E 32.30 FEET; THENCE S50°35'12"W 66.61 FEET; THENCE S05°14'56"E 58.91 FEET; THENCE S13°43'02"E 115.51 FEET; THENCE S06°05'14"E 63.64 FEET; THENCE S10°08'45"W 74.39 FEET; THENCE S25°39'18"W 34.10 FEET; THENCE S49°01'20"W 156.79 FEET; THENCE S23°19'27"W 29.20 FEET; THENCE S01°29'58"E 37.97 FEET; THENCE S20°21'57"E 83.32 FEET; THENCE S06°10'27"E 63.32 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THE FOLLOWING SIXTY-SIX COURSES ARE ALONG THE BOUNDARY OF LOT 1 BLOCK 4 OF SAID HARBOR VILLAGE AT EAGLE BEND PHASE 4; THENCE S60°37'35"W 102.31 FEET; THENCE N60°29'S3"W 51.63 FEET; THENCE N27°13'26"W 114.96 FEET; THENCE N40°47'16"W 377.95 FEET; THENCE N23°58'08"W 368.11 FEET; THENCE N04°17'02"W 107.90 FEET; THENCE N25°00'50"E 125.62 FEET; THENCE N10°28'46"E 116.57 FEET; THENCE N50°21'08"E 144.59 FEET; THENCE N45°51'23"W 190.15 FEET; THENCE N34°35'01"W 166.40 FEET; THENCE N73°40'45"W 98.22 FEET; THENCE N11°19'07"E 180.75 FEET; THENCE S59°34'49"E 56.77 FEET; THENCE S52°37'40"E 94.67 FEET; THENCE S49°11'47"E 122.53 FEET; THENCE S41°02'51"E 105.91 FEET; THENCE S34°47'41"E 136.14 FEET; THENCE S22°44'47"E 115.68 FEET; THENCE S84°48'37"E 46.52 FEET; THENCE S62°33'57"E 59.17 FEET; THENCE S80°41'39"E 47.53 FEET; THENCE N79°24'36"E 48.54 FEET; THENCE N21°14'18"E 56.23 FEET; THENCE N42°57'50"E 75.69 FEET; THENCE N15°06'23"E 102.04 FEET; THENCE N10°51'39"W 107.18 FEET; THENCE N08°57'47"E 134.33 FEET; THENCE N04°32'49"W 125.98 FEET; THENCE N08°53'30"W 72.23 FEET; THENCE N07°02'10"W 8.65 FEET; THENCE N02°32'09"W 7.91 FEET; THENCE N03°52'21"E 49.30 FEET; THENCE NORTHERLY ALONG A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 10°58'30" AND A RADIUS OF 610.79 FEET, AN ARC DISTANCE OF 117.00 FEET; THENCE NORTHERLY ALONG A REVERSE RADIAL CURVE, CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE OF 07°36'00" AND A RADIUS OF 229.04 FEET, AN ARC DISTANCE OF 30.38 FEET; THENCE NORTHERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 21°15'17", A RADIUS OF 119.95 FEET, A CHORD BEARING OF N03°22'48"W AND A CHORD DISTANCE OF 44.24 FEET, AN ARC DISTANCE OF 44.50 FEET; THENCE N03°44'07"W 293.31 FEET; THENCE NORTHWESTERLY ALONG A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 14°06'21" AND A RADIUS OF

347.57 FEET, AN ARC DISTANCE OF 85.57 FEET; THENCE NORTHWESTERLY ALONG A RADIAL CURVE, CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 07°01'36" AND A RADIUS OF 395.07 FEET, AN ARC DISTANCE OF 48.45 FEET; THENCE NORTHERLY ALONG A RADIAL CURVE, CONCAVE TO THE EAST, HAVING A CENTRAL ANGLE OF 41°59'14" AND A RADIUS OF 110.40 FEET, AN ARC DISTANCE OF 80.90 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 33°32'29", A RADIUS OF 151.12 FEET, A CHORD BEARING OF N47°56'36"E AND A CHORD DISTANCE OF 87.21 FEET, AN ARC DISTANCE OF 88.47 FEET; THENCE NORTH 195.19 FEET TO A POINT WHICH LIES ON THE SOUTH RIGHT-OF-WAY BOUNDARY OF CANAL STREET AS SHOWN ON SAID PLAT OF THE HARBOR VILLAGE AT EAGLE BEND - PHASE 4; THENCE N54°51'20"E ALONG SAID SOUTH RIGHT-OF-WAY OF CANAL STREET, A DISTANCE OF 60.22 FEET; THENCE LEAVING SAID RIGHT-OF-WAY S26°11'24"E 37.45 FEET; THENCE SOUTH 107.89 FEET; THENCE S11°27'54"E 37.09 FEET; THENCE S24°54'33"E 46.78 FEET; THENCE SOUTH 23.54 FEET; THENCE SOUTHERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 00°29'24", A RADIUS OF 6467.24 FEET, A CHORD BEARING OF S01°18'28"E AND A CHORD DISTANCE OF 55.31 FEET, AN ARC DISTANCE OF 55.31 FEET; THENCE S17°40'48"W 47.66 FEET; THENCE S02°29'33"E 78.47 FEET; THENCE S03°12'15"W 93.50 FEET; THENCE S10°38'39"W 155.15 FEET; THENCE S02°45'30"W 206.96 FEET; THENCE S13°52'20"W 59.60 FEET; THENCE S12°10'03"E 68.56 FEET; THENCE S04°03'57"E 97.78 FEET; THENCE S02°55'49"E 97.72 FEET; THENCE S03°00'13"E 293.17 FEET; THENCE S03°02'16"E 61.78 FEET; THENCE S02°05'19"W 49.32 FEET; THENCE S18°22'49"W 48.22 FEET; THENCE S00°30'45"W 96.68 FEET; THENCE S20°44'44"E 71.00 FEET; THENCE S05°19'30"E 56.33 FEET; THENCE S09°11'19"W 12.75 FEET TO THE POINT OF BEGINNING, CONTAINING 19.250 ACRES.

DESCRIPTION  
LOT 1 (CLUBHOUSE TRACT) BLOCK 3  
HARBOR VILLAGE NO. 4

A TRACT OF LAND LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, AND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 27 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN, MONTANA, FLATHEAD COUNTY, MONTANA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF BLOCK 3 OF THE HARBOR VILLAGE AT EAGLE BEND - PHASE 4, RECORDS OF FLATHEAD COUNTY, AND THE TRUE POINT OF BEGINNING; THENCE S87°00' 35"E, ALONG THE NORTH BOUNDARY OF SAID LOT, 136.12 FEET TO THE NORTHEAST CORNER OF SAID LOT; THE FOLLOWING EIGHT COURSES ARE ALONG THE EAST BOUNDARY OF SAID LOT 1; THENCE SOUTHEASTERLY FOLLOWING A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 22°43' 51", A CHORD BEARING OF S22°48' 55"E AND A CHORD DISTANCE OF 122.18 FEET, ALONG AN ARC HAVING A LENGTH OF 122.99 FEET; THENCE S33°26'37"W 92.31 FEET; THENCE SOUTHERLY FOLLOWING A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS



OF 164.00 FEET AND A CENTRAL ANGLE OF 50°40'04", ALONG AN ARC HAVING A LENGTH OF 145.03 FEET; THENCE S17°13'27"E 67.34 FEET; THENCE SOUTHERLY FOLLOWING A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 25°01'03", ALONG AN ARC HAVING A LENGTH OF 130.99 FEET; THENCE SOUTHWESTERLY FOLLOWING A RADIAL CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 43.00 FEET AND A CENTRAL ANGLE OF 43°47'45", ALONG AN ARC HAVING A LENGTH OF 32.87 FEET; THENCE S51°35'22"W 49.01 FEET; THENCE S00°15'02"E 29.85 FEET TO THE NORTHWEST CORNER OF LOT 5B OF BLOCK 2 OF SAID SUBDIVISION; THE FOLLOWING FOUR (4) COURSES ARE ALONG THE WESTERLY BOUNDARY OF SAID LOT 5B; THENCE S59°43'26"W 12.67 FEET; THENCE S30°12'25"W, 78.25 FEET; THENCE S03°30'08"W 54.92 FEET; THENCE S01°25'14"E 37.25 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5B, SAID CORNER BEING ON THE EAST BOUNDARY OF SAID LOT 1; THE FOLLOWING SIX (6) COURSES ARE ALONG SAID EAST BOUNDARY; THENCE S36°08'25"W 21.12 FEET; THENCE S00°40'53"W 43.16 FEET; THENCE S35°26'48"E 25.01 FEET; THENCE S02°59'13"W 21.39 FEET; THENCE S33°42'37"W 26.60 FEET; THENCE S65°26'58"W 4.63 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE N38°53'25"W ALONG THE SOUTH BOUNDARY OF SAID LOT, 35.58 FEET; THENCE N80°54'41"W ALONG SAID BOUNDARY, 43.77 FEET; THENCE S60°37'35"W ALONG SAID BOUNDARY, 84.62 FEET TO THE SOUTHWEST CORNER OF SAID LOT;

THE FOLLOWING SIXTEEN (16) COURSES ARE ALONG THE WEST BOUNDARY OF SAID LOT; THENCE N06°10'27"W 63.32 FEET; THENCE N20°21'57"W 83.32 FEET; THENCE N01°29'58"W 37.97 FEET; THENCE N23°19'27"E 29.20 FEET; THENCE N49°01'20"E 156.79 FEET; THENCE N25°39'18"E 34.10 FEET; THENCE N10°08'46"E 74.39 FEET; THENCE N06°05'14"W 63.64 FEET; THENCE N13°43'02"W 115.51 FEET; THENCE N05°14'56"W 58.91 FEET; THENCE N00°35'12"E 66.61 FEET; THENCE N12°08'28"W 32.30 FEET; THENCE N03°43'58"E 34.17 FEET; THENCE N15°33'05"E 39.86 FEET; THENCE N24°46'46"E 63.05 FEET; THENCE N09°11'19"E 42.49 FEET TO THE POINT OF BEGINNING, CONTANING 3.263 ACRES.

#### DESCRIPTION

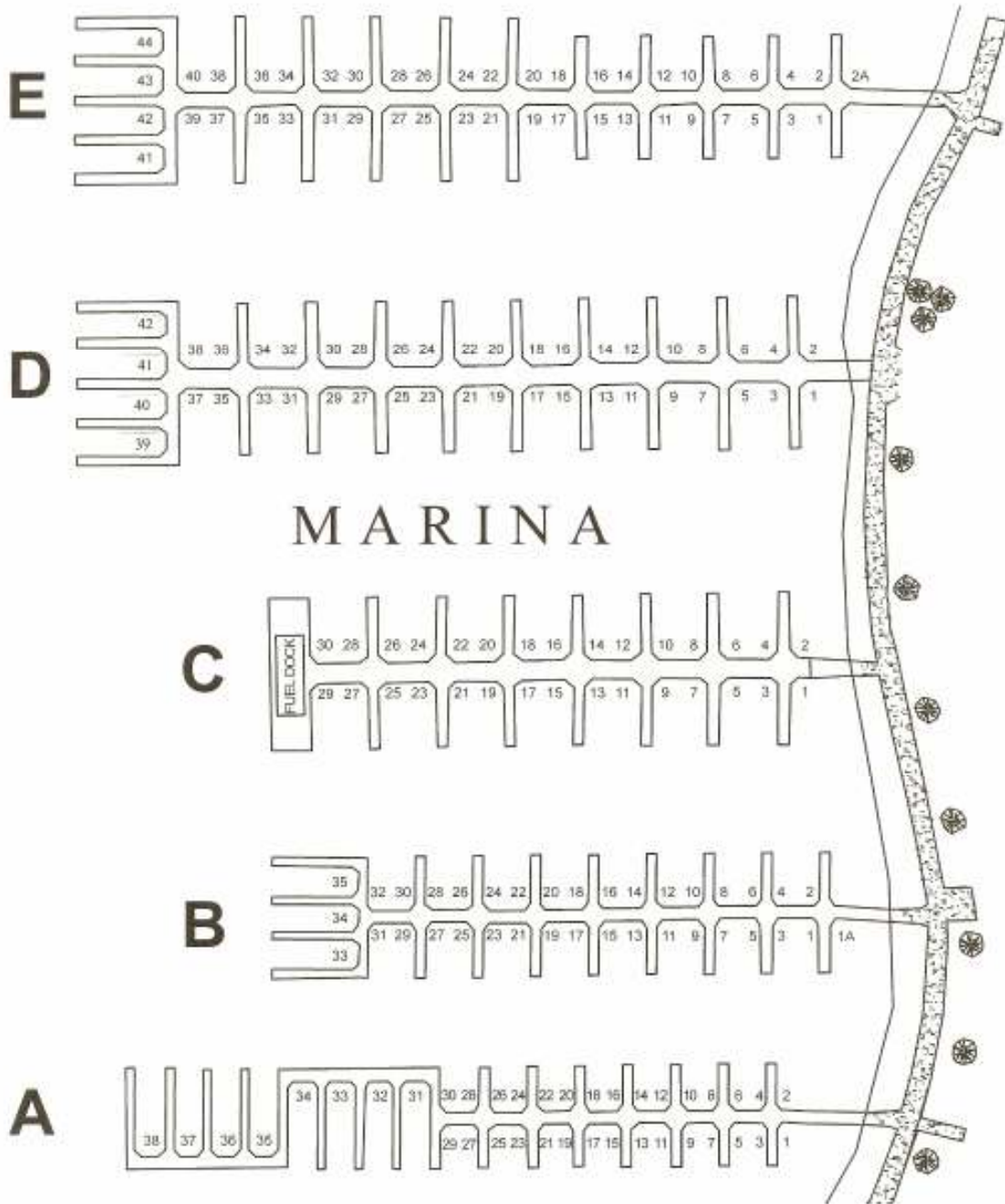
LOT 2 (BOAT STORAGE AREA) of HARBOR VILLAGE  
at EAGLE BEND PHASE 6 SUBDIVISION

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 27 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN, MONTANA, FLATHEAD COUNTY, MONTANA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 OF HARBOR VILLAGE AT EAGLE BEND – PHASE 6, RECORDS OF FLATHEAD COUNTY CLERK AND RECORDER, AND WHICH POINT IS THE TRUE POINT OF BEGINNING; THENCE S89°51'15"E, ON AND ALONG THE NORTH BOUNDARY OF SAID LOT, 322.04 FEET TO A POINT, SAID POINT BEING ON THE CENTERLINE OF HOLT DRIVE, A 60 FOOT WIDE COUNTY ROAD; THENCE S18°56'56"E, ON AND ALONG SAID CENTERLINE, A DISTANCE OF 259.92 FEET TO A POINT; THENCE S75°01'57"W, ALONG THE SOUTH BOUNDARY OF LOT 2 AND LEAVING SAID CENTERLINE, A DISTANCE OF 278.28

FEET TO THE SOUTHWEST CORNER OF LOT 2; THENCE N15°14'40"W, ON AND ALONG THE WEST BOUNDARY OF LOT 2, A DISTANCE OF 169.99 FEET TO A POINT; THENCE N31°01'00"W, AND CONTINUING ALONG SAID WEST BOUNDARY, A DISTANCE OF 180.31 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 1.91 ACRES SUBJECT TO AND TOGETHER WITH A 60 FOOT WIDE COUNTY ROAD AND 15 FOOT WIDE BIKE PATH EASEMENT.

EXHIBIT "B"



**EXHIBIT "C"**

<u>Boat Slip Number</u>	<u>Percentage of Share of Expenses</u>
A Dock – 1 through 30	0.364%
A Dock – 31 through 38	0.728%
B Dock – B1A and 1 through 32	0.447%
B Dock – 33 through 35	0.612%
C Dock – 1 through 30	0.546%
D Dock – 1 through 32	0.579%
D Dock – 33 through 38	0.645%
D Dock – 39 through 42	0.745%
E Dock – E2A and E1 through E18	0.463%
E Dock – E19 through E34	0.579%
E Dock – E35 through E40	0.645%
E Dock – E41 through E44	0.745%