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BY ATEC  
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PAULA ROBINSON PI AT HEAD COUNTY MONTANA

Return to:  
West Wood Development, Inc.  
PO Box 394  
Bigfork, MT 59911

\*\*\*\*\*  
**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**  
**JEWEL BASIN PLAZA SUBDIVISION**  
\*\*\*\*\*

THIS DECLARATION is made this 22 day of ~~January~~, 2006<sup>5</sup> by  
~~December~~

WEST WOOD DEVELOPMENT, INC.  
PO Box 394  
Bigfork, MT 59911

hereafter referred to as "DECLARANT".

RECITALS

1. Declarant is the owner of Lots 1 through 16 of JEWEL BASIN PLAZA,  
according to the map or plat thereof on file recorded in the office of the Clerk and  
Recorder of Flathead County, Montana, on ~~January 9~~, 2006 as Reception  
No. 2006-040-15290 ~~February~~

2. Declarant is desirous of subjecting said property (hereinafter "Property") to the  
covenants, conditions and restrictions hereinafter set forth, each of which is and are for  
the benefit of said Property and for each owner thereof, and shall inure to the benefit of  
and pass with said Property and each and every Lot thereof, and shall apply to and bind  
the successors in interest, and any owner thereof;

NOW, THEREFORE, the Declarant hereby declares that the Property  
hereinabove described is and shall be held, transferred, sold and conveyed subject to the  
covenants, conditions and restrictions hereinafter set forth.

ARTICLE I  
PROTECTIVE COVENANTS

Section 1. Purpose of Covenants: The above Property is being subjected to these covenants, conditions and restrictions to insure the use as described herein, to guide the owners to the most appropriate development and improvement of each building site thereof, to guard against the construction of unattractive buildings, and to provide for high quality improvements on the Lots thereby enhancing the value of the improvements made by owners of Lots.

Section 2. Land Use: Each Lot may be used only for commercial purposes in accordance with the permitted uses described herein; however, no Lot may be used for any residential purposes or living quarters whatsoever. The permitted uses are as follows:

1. Assembly halls, coliseums, stadiums.
2. Automobile parking, commercial enterprise.
3. Churches and other places of worship.
4. Clinics, medical and dental.
5. Colleges, business schools, trade schools, music conservatories, dance schools.
6. Drug stores.
7. Food stores, super markets, delicatessens.
8. Financial institutions.
9. Laundry pick-up stations.
10. Libraries, museums and art galleries.
11. Lodges, fraternal and social organizations, provided that any such establishment shall not be conducted primarily for gain.
12. Offices, public and private.
13. Parks and publicly owned recreational facilities.
14. Pharmacies.
15. Restaurants.
16. Recreational facilities, low-impact.
17. Retail sales and service.
18. Shopping malls.
19. Storage, within the building, of goods intended for retail sales on the premises.
20. Theaters, housed in permanent indoor structures.

Section 3. Subdivision of Lots: No lot may be subdivided, however spaces in a single building may be condominiumized, subject to the then applicable Flathead County Regulations.

Section 4. Building Standards: The following construction standards shall be followed for all buildings on the Lots:

- a. All buildings shall be permanent in nature and no temporary buildings, mobile structures, modular structures, prefabricated structures or partly finished buildings

or structures shall be erected moved on or placed upon a Lot at any time. Only new materials may be used, except used brick, beams and the like, on any integral part of the architecture of the building. No used or already existing building or structure shall be moved onto any Lot.

b. Owner shall notify Architectural Control Committee (or Declarant, if Architectural Control Committee has not been formed) of the date of commencement of construction. All construction once begun shall be completed as to exterior finish, including siding and/or masonry, paint and roof, and ground rough graded, within twelve (12) months after start of construction. Landscaping must be completed within one (1) year of construction completion. Construction site debris must be removed regularly during construction avoiding unsightly accumulation of debris. All debris must be removed from the site within one (1) month of completion of construction. The building shall not be occupied until such time as all work, except landscaping, is completed in accordance with the plans as approved by the Architectural Control Committee.

c. Exterior siding of a building shall be composed of materials that are harmonious and aesthetically compatible with the natural surroundings with earth tone stain or other natural colors. Vinyl or prefinished metal siding shall not be allowed.

d. Each structure once constructed on a Lot shall be kept in the same condition as at the time of its initial construction, excepting normal wear and tear. All structures shall be preserved and of pleasant appearance by maintaining paint, stain or sealer as needed. If any structure is damaged in any way, the owner shall with due diligence rebuild, repair and restore the structure to its appearance and condition prior to the casualty. Reconstruction shall be completed within (9) months of the casualty.

e. Satellite dishes may not exceed 24 inches in diameter, unless communication cannot be provided to lot owner for their business. In that event, the satellite must be substantially screened from view. When communication can be provided to lot owner in accordance with this provision, lot owner shall comply.

f. Propane tanks are not allowed on any Lot. Garbage cans shall be screened from view by landscaping or decorative fencing. All waste is to be removed from the Lot on a regular basis. No radio or cell towers are permitted.

g. All electrical, telephone, cable TV and other utility lines shall be installed underground.

h. All disturbed areas shall be landscaped or returned to natural vegetation. All areas between the building and the roadway shall be landscaped, irrigated and maintained.

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i. Property address numbers shall be visible from the road, either on the building or at the driveway entrance.

j. By recording of this document purchasers and subsequent owners of each of the Lots are hereby placed on notice that all owners must abide by the Flathead County Zoning Regulations, except as to permitted uses for the Property, which uses are described herein.

Section 5. Lot Appearance and Trash: No part of any Lot shall be used as a dumping ground or used to store or place rubbish, trash, garbage, junk vehicles or other unsightly objects. Each Lot owner shall avoid accumulation of such refuse or other material prohibited by these covenants. The grounds of each Lot shall be kept in a safe and reasonable state of repair, cleanliness and neatness. Lawns shall be mowed at reasonable intervals and weeds shall be kept under control.

Section 6. Weed and Dust Control and Mineral Exploration: Noxious weeds (as defined by the Flathead County Weed Department) shall be sprayed on a regular basis. No operations of any kind for the purpose of discovering or removing oil, gas, topsoil, gravel or minerals shall be conducted on any Lot. Lot owners are responsible for dust control on their Lot.

Section 7. Signs: Only those signs advertising a business are allowed. Regulations for such signs are as follows:

1. Signs that are affixed to a building must not project above the highest point of the roof structure of the building.
2. Freestanding signs shall not exceed 32 square feet in surface area per side or 14 feet in height to the top of the sign.
3. Banners or temporary signs advertising a special event must not exceed 32 square feet in area and may be displayed for a period not to exceed one (1) week.
4. Political signs for an election or event are strictly prohibited.

Section 8. Parking Lots: All parking lots shall be paved. All paving shall meet AASHTO Standards as specified in the Flathead County Subdivision Regulations and shall be inspected, approved and signed off by a licensed engineer. All vehicles shall park in the parking lots and no vehicle shall be parked upon or encroach upon the roadway.

## ARTICLE II ROADWAY USE AND MAINTENANCE

Section 1. Development: The Declarant will develop a 20-foot wide paved roadway within a 60-foot wide easement to service all Lots on the Property providing highway access to the Lot owners. No Lot shall directly access the highway. The Declarant shall also install lighting at the entrance sign and along the roadway.

Section 2. Access: Declarant hereby reserves and retains the right over, under, and across the 60-foot wide easement as it passes over, across and through each Lot, as more fully shown and depicted on the recorded plat of the Property, for the purpose of ingress and egress to and from each Lot and for the purpose of locating, installing, erecting, constructing, maintaining or using underground electric, water lines, telephone lines, sewer lines and other utilities.

Section 3. Maintenance: Lot owners of JEWEL BASIN PLAZA agree to maintain and repair the roadway and lighting as may be required from time to time to facilitate the reasonable use of the road for general motor vehicle travel. The maintenance and repair of the roadway and lighting shall include, but not be limited to, cleaning, sweeping, snow removal, striping, repair, improvements, resurfacing, changing of light bulbs and repairing and replacing light fixtures.

Section 4. Cost of Work: The owners of the Lots in JEWEL BASIN PLAZA agree to be assessed and equally share the cost of maintenance or improvements to the roadway and lighting. Such responsibility to an owner shall commence on the day that title to a Lot is transferred to an owner.

Section 5. Management of Work: It is agreed a Committee of three (3) owners, consisting of the Declarant and the first two interested, independent and unrelated owners of the first lots sold, shall manage the affairs of maintenance and repairs as are necessary to the roadway and lighting. The Committee shall continue as initially established for one (1) year. At that time the owners shall elect a new Committee consisting of three (3) owners. The Committee may elect one of the Committee members to manage and handle the day-to-day affairs of the work.

Section 6. Duties of the Committee:

- a. Meet initially within 30 days following the sale of the second lot and establish the guidelines necessary to implement the maintenance and repairs. At this first meeting the Committee shall elect a chairperson to guide the Committee.
- b. Meet no fewer than twice per year, upon adequate notice by the chairperson or any member of the committee. The Committee shall invite all owners to any meeting held by the Committee. At such meeting any owner may voice their opinion regarding the duties of the Committee. The vote of the Committee shall be binding on all owners.
- c. Prepare annual budgets for the maintenance and repairs, which are to be approved by the Owners
- d. Contract with companies to provide the work necessary to perform the maintenance and repairs.
- e. Establish a bank account for the purpose of collecting and disbursing funds for the performance of the work.
- f. Determine from time to time if there are other maintenance or repair items or costs involved in maintaining the Property.

Section 7. Assessment for the Work: The Committee, in accordance with Owner approved budgets, must make assessments for the purpose of maintaining and repairing the roadway and lighting. It is agreed the findings of the Committee with respect to the work necessary to maintain the roadway and lighting, and relevant assessments, shall be binding on all owners. The Committee annually, in accordance with the established budget, will bill owners for the cost of any maintenance or repair for that budget period. In the event of any emergency, the Committee shall assess and bill each owner their share of the cost. Any billing of an assessment by the Committee to the owners for the maintenance or repair of the roadway and lighting shall be remitted to the Committee within 15 days.

Section 8. Non-payment by Owner of an Assessment: An owner who fails to make payment on any assessment billed by the Committee for the maintenance and repair of the roadway shall be subject to collection by the Committee. Such assessment may be collected in a suit and may become a lien upon the Lot by a filing by the Committee of a lien which shall describe the Lot, state the amount of the assessment that has not been paid, and when it was assessed. A Lot owner whose lot is subject to such a lien must pay the assessment, costs for preparation of the lien, the lien release, and all recording costs before the lien is released. This lien may also be foreclosed in the manner of foreclosure for mortgages with the prevailing party entitled to attorney fees.

ARTICLE III  
ARCHITECTURAL CONTROL COMMITTEE

Section 1. There shall be a committee for the control of architectural and landscaping design of each Lot known as the "Architectural Control Committee", composed of three representatives appointed for a term of one (1) year. The Declarant shall appoint the initial Committee. Members of the Committee may be removed by a majority vote of the owners, with or without cause, and the owners shall fill all vacancies. Upon the expiration of the term of a representative the owners shall appoint a new representative to fill the vacancy.

Section 2. The Architectural Control Committee shall have the authority to promulgate rules pertaining to, but not limited to, the following matters:

- a) Schedules relating to proposed commencement and completion dates of construction on Lots.
- b) Time periods during individual days of the week within which construction may commence and when it must cease.
- c) Restricting the use of the roadway to park or place any vehicles, equipment or materials involved in construction.
- d) Any other matters which affect the rights of Lot owners to the quiet enjoyment of their property, taking into account the reasonable needs of owners of Lots upon which construction is undertaken.

Section 3. No excavation, earth moving, construction or work of any kind, nor structures or improvements shall be erected, placed, altered, maintained or permitted upon the Lot unless a site plan, landscape plan, building drawings, specifications, and construction schedules (commencement and completion dates) signed by the proposed occupant of the site or his authorized representative have been submitted to and approved in writing by the Committee. Such drawings shall include without limitation, the following matters: building height, dimensions, plot plan including proposed contouring of grades, parking areas, and plans for all floors, cross-sections and elevations. Specifications shall describe types of construction, materials to be used, exterior finish and color, and water use limiting devices to be installed. Approval shall be based, among other things, on conformity and harmony of external design with neighboring structures, the effect of location and use of improvements on neighboring sites, relation of finished ground elevations of the site being improved to that of neighboring sites, and conformity of the plans and specifications to the purpose and general plan and intent of these covenants. In the event that the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after the plans and specification have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. A fee of not more than One Hundred Fifty Dollars (\$150.00) may be charged by the Architectural Control Committee to cover its reasonable direct out-of-pocket expenses incurred in making its decision. The hiring of an architect or other expert not a member of the Committee to consult on the proposal is hereby deemed to be such a reasonable expense.

Section 4. The Architectural Control Committee shall have a continuing role in the approval or disapproval of proposed changes from the original design and construction, including, without limitation, exterior remodeling, changes of color and exterior lighting. No such changes or additions will be permitted unless approved by the Architectural Control Committee, which may, in its discretion, waive the requirement that drawings and specifications be submitted as to such changes.

Section 5. If the Committee, upon its own inspection or upon receiving a complaint, determines that any owner is in violation of the Committee's rules, or has failed to properly maintain his Lot or any permanent improvement thereon, including necessary repairs, or has constructed or made any change to any improvement not in conformance with an approved plan, the Committee shall notify the owner in writing. Such notice shall contain a statement of the nature of the failure or violation and the steps needed to remedy it. If such remedial steps are not taken within a reasonable time, the Committee, after written notice to the owner and failure of such owner to comply, may undertake the steps and charge the owner an assessment for any sums expended by it. Any such assessment shall be a lien against the Lot so assessed and the personal obligation of the owner to the same extent as those liens described in Section 8 of Article II.

ARTICLE IV  
TERM OF DECLARATION

The provisions of this Declaration shall be binding for a term of twenty five (25) years from the date of recording of this Declaration after which time the Declaration shall automatically be extended for successive periods of ten (10) years.

ARTICLE V  
AMENDMENTS

At any time, this Declaration may be amended by recording an instrument in writing signed by the owners of at least 80% of the Lots and by the Flathead County Commissioners. Amendments, to be effective, must be recorded in the office of the Clerk and Recorder of Flathead County, Montana.

ARTICLE VI  
ENFORCEMENT

Section 1. Who may enforce covenants: Any Lot owner shall have the right to enforce by any proceeding at law or in equity all covenants, conditions, restrictions and amendments now or hereafter imposed pursuant to the provisions of this Declaration. The failure of the Declarant or an owner to enforce any covenant or restriction herein contained shall not be deemed to be a waiver of the right to do so thereafter. The Declarant shall not have the duty to take any affirmative action to enforce any restrictive covenants nor shall it be subject to any liability for its failure to so act.

Section 2. Attorneys fees and costs: If the Declarant or a Lot owner commences legal proceedings in court to enforce any provisions of these covenants, the prevailing party in such action shall be entitled to recover from the other party reasonable attorneys fees and costs of said action.

Section 3. Severability: Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall not affect the remaining provisions, which shall remain in force and effect.

Section 4. Construction and binding effect: These covenants shall be construed pursuant to the laws of the State of Montana and shall be binding upon the heirs, successors and assigns of the parties hereto and time is of the essence in complying with these covenants.

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WEST WOOD DEVELOPMENT, INC.

by: Steven L. Harbin  
Steven L. Harbin, President

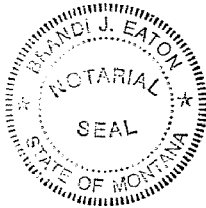
Attest: Tara Harbin  
Tara Harbin, Secretary/Treasurer

STATE OF MONTANA     )  
  )ss.  
County of Flathead     )

On this 22nd day of December, 2005, before me, a Notary Public for the State of Montana, personally appeared STEVEN L. HARBIN and TARA HARBIN, known to me to be the President and Secretary/Treasurer respectively of the Corporation that executed the within instrument and acknowledged to me they executed the same on behalf of said Corporation with proper authority and as the act of the Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal the day and year in this certificate herein above written.

Brandi J. Eaton  
NOTARY PUBLIC for the State of Montana  
Printed Name: Brandi J. Eaton  
Residing at Somers, Montana  
My Commission Expires 8-00-2008



Act: ROCKY Mtn PROPERTY MGMT  
PO Box 394  
BIGFORK, MT 59411



Paula Robinson, Flathead County MT by JL

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Fees: \$17.00  
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### WAIVER OF REQUIREMENT OF APPROVAL FOR AMENDMENT OF RESTRICTIVE COVENANTS

1. A Declaration of Covenants, Conditions, and Restrictions of Jewel Basin Plaza was recorded in the office of the Clerk and Recorder of Flathead County, Montana, under Reception No. 200604015300, records of Flathead County, Montana.
2. The Declaration provides, in part that it "may be amended by recording an instrument in writing signed by the owners of at least 80% of the Lots and by the Flathead County Commissioners."
3. The Flathead County Commissioners desire the requirement of their approval be waived.

THEREFORE, by their signatures below, the Board of Commissioners of Flathead County, Montana, hereby waives the requirement of approval of the Board of Commissioners, contained in the Declaration of Covenants, Conditions, and Restrictions of Jewel Basin Plaza.

DATED this 20th day of December, 2012.

BOARD OF COMMISSIONERS  
FLATHEAD COUNTY, MONTANA

*Dale W. Lauman*

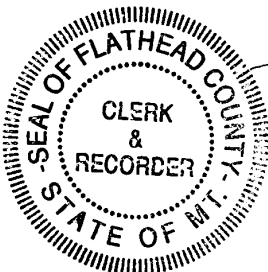
Dale W. Lauman, Chairman

*Pamela J. Holmquist*

Pamela J. Holmquist, Member

*Cal Scott*

Cal Scott, Member



ATTEST:

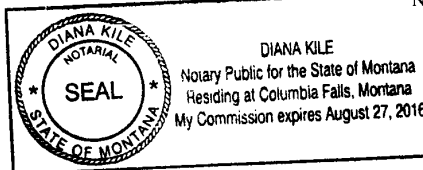
Paula Robinson, Clerk

By *Diana Kile*  
Deputy

State of Montana  
County of Flathead

Subscribed and sworn to (or affirmed) before me this 20 day  
of Dec, 2012, by \*

*Diana Kile*  
Notary Public Signature



\* Dale W. Lauman  
Pamela J. Holmquist  
Cal Scott

0764800, 0501467-0501481, 0505224, 0012351-0012354

0764800, 0501467 - 0501481, 0505224, 0012351 - 0012354

RETURN TO:  
ROCKY MTS. PROPERTY MGMT  
PO Box 394  
BIGFORK, MT 59711



Paula Robinson, Flathead County MT by JL

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Fees: \$91.00  
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**FIRST AMENDMENT**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**JEWEL BASIN PLAZA SUBDIVISION**

THIS AMENDMENT is made this 13 day of July, 2012 to the Declaration of Covenants, Conditions and Restrictions, hereinafter, "COVENANTS", of JEWEL BASIN PLAZA, a recorded subdivision, County of Flathead, State of Montana which was filed with the Clerk and Recorder of Flathead County, Montana on February 9th, 2006 as Rec. No. 200604015300.

WHEREAS, in accordance with Article X, AMENDMENTS, of the COVENANTS, the requisite number of lot Owners agree to make the following changes to said COVENANTS:

REPLACE Article I, PROTECTIVE COVENANTS, Section 2, Land Use with the following:  
Section 2. Land Use: Each Lot may be used only for the uses described herein as defined in the Zoning Regulations of Flathead County, Montana as of the date of this AMENDMENT. The permitted uses are as follows:

1. Accessory Apartments
2. Assembly halls, coliseums, stadiums.
3. Automobile parking, commercial enterprise.
4. Churches and other places of worship.
5. Clinics, medical and dental.
6. Colleges, business schools, trade schools, music conservatories, dance schools.
7. Drug stores.
8. Food stores, super markets, delicatessens.
9. Financial institutions.
10. Laundry pick-up stations.
11. Libraries, museums and art galleries.
12. Lodges, fraternal and social organizations, provided that any such establishment shall not be conducted primarily for gain.
13. Offices, public and private.
14. Parks and publicly owned recreational facilities.
15. Pharmacies.
16. Restaurants.
17. Recreational facilities, low-impact.
18. Retail sales and service.
19. Shopping malls.
20. Storage, within the building, of goods intended for retail sales on the premises.
21. Theaters, housed in permanent indoor structures.

★  
★



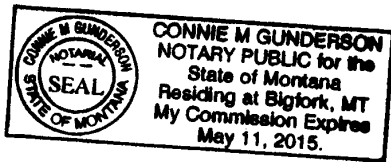
This AMENDMENT may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same AMENDMENT.

Tara Harbin  
By: Tara Harbin, Secretary/Treasurer  
Jewel Basin Plaza

11/7/12  
Date

STATE OF MONTANA )  
 )ss  
COUNTY OF FLATHEAD )

On this 7<sup>th</sup> day of NOVEMBER 2012 before me, the undersigned, a Notary Public for the State of Montana, personally appeared Tara Harbin known to me to be the Secretary/Treasurer of Jewel Basin Plaza subdivision that executed the within instrument and acknowledged to me she executed the same on behalf of the owners of Jewel Basin Plaza with proper authority and as the act of the owners.



Connie M. Gunderson  
Notary Public for the State of Montana  
Printed Name: Connie M. Gunderson  
Residing at: Bigfork, Montana  
My Commission Expires: May 11, 2015

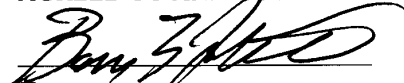
I, TARA HARBIN, SECRETARY/TREASURER OF JEWEL BASIN PLAZA SUBDIVISION IN BIGFORK, MONTANA, WITNESSED THE FOLLOWING SIGNATURES ON THIS FIRST AMENDMENT OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF JEWEL BASIN PLAZA SUBDIVISION:  
BARRY L. JOHNSTON, TARA HOWELAND, BRUCE H. JOHNSON, JOHN ERFLE, STEVEN L. HARBIN, BARRY L. OLSON, HEATHER SANDE, ROBIN MAGADDINO, BETH MORGENSTERN, CRISTA NADEAU, JOSEPH MAGADDINO AND VINCENT GRILLO.

Tara Harbin; SECRETREAS  
JEWEL BASIN PLAZA




This AMENDMENT may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same AMENDMENT.

AGREED TO AND ACCEPTED:

  
Entrust New Direction IRA  
Barry L. Johnston

OWNER: JEWEL BASIN PLAZA Lot # 1

  
Date



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Fees: \$91.00  
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This AMENDMENT may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same AMENDMENT.

AGREED TO AND ACCEPTED:

Dancing Fox, LLC  
Tara Hoveland, member

OWNER: JEWEL BASIN PLAZA Lot # 2

10-3-12

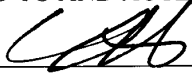
Date



This AMENDMENT may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same AMENDMENT.

AGREED TO AND ACCEPTED:

OWNER: JEWEL BASIN PLAZA Lot # 3

  
\_\_\_\_\_

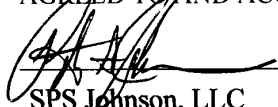
10-3-12  
Date

Riley Creek Condo Unit Owners Assoc., LLC  
Tara Hoveland, member



This AMENDMENT may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same AMENDMENT.

AGREED TO, AND ACCEPTED:

  
SPS LLC  
SPS Johnson, LLC  
Bruce H. Johnson

OWNER: JEWEL BASIN PLAZA Lot # 004

9/11/12  
Date



This AMENDMENT may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same AMENDMENT.

AGREED TO AND ACCEPTED:

  
John Erfle

OWNER: JEWEL BASIN PLAZA Lot #5

8/14/2012  
Date



This AMENDMENT may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same AMENDMENT.

AGREED TO AND ACCEPTED:

Tara Harbin

Tara Harbin

OWNER: JEWEL BASIN PLAZA Lot # 6

7/31/12

Date

Steven L. Harbin

Steven L. Harbin



This AMENDMENT may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same AMENDMENT.

AGREED TO AND ACCEPTED:

Barry L. Olson  
Barry L. Olson

OWNER: JEWEL BASIN PLAZA Lot # 7

8/21/12  
Date



This AMENDMENT may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same AMENDMENT.

AGREED TO AND ACCEPTED:

Heather Sande  
Heather Sande  
manager wild mile LLC

OWNER: JEWEL BASIN PLAZA Lot # 8 + 13

7-31-12  
Date

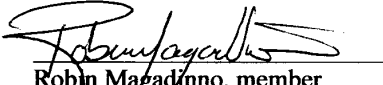


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AGREED TO AND ACCEPTED:

OWNER: JEWEL BASIN PLAZA LOT #9


*JK*



Robin Magadino, member  
Swan View Condominium Owners' Association, Inc.

12-3-12

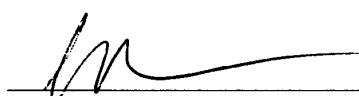
Date



Beth Morgenstern, member  
Swan View Condominium Owners' Association, Inc.

11/30/12

Date



Christa Nadeau, member  
Swan View Condominium Owners' Association, Inc.

11/30/12

Date



This AMENDMENT may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same AMENDMENT.

AGREED TO AND ACCEPTED:

*Joseph & Robin Magaddino*

Joseph & Robin Magaddino

OWNER: JEWEL BASIN PLAZA Lot # 10

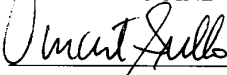
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Date



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Page: 13 of 13  
Fees: \$91.00  
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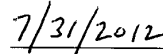
This AMENDMENT may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same AMENDMENT.

AGREED TO AND ACCEPTED:



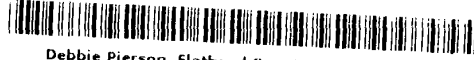
Vincent Grillo

OWNER: JEWEL BASIN PLAZA Lot # 12 & 14



Date

Return to:  
Jewel Basin Plaza  
PO Box 394  
Bigfork, MT 59911



Debbie Pierson, Flathead County MT by DD

201600021912  
Page: 1 of 13  
Fees: \$91.00  
9/26/2016 4:18 PM

**SECOND AMENDMENT**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**JEWEL BASIN PLAZA SUBDIVISION**

THIS AMENDMENT is made this 26<sup>th</sup> day of September 2016 to the Declaration of Covenants, Conditions and Restrictions, hereinafter, "COVENANTS", of JEWEL BASIN PLAZA, a recorded subdivision, County of Flathead, State of Montana which was filed with the Clerk and Recorder of Flathead County, Montana on February 9th, 2006 as Rec. No. 200604015300. + 201200030588.

WHEREAS, in accordance with Article X, AMENDMENTS, of the COVENANTS, the requisite number of lot Owners agree to make the following changes to said COVENANTS:

REPLACE Article I, PROTECTIVE COVENANTS, Section 2. Land Use with the following:  
Section 2. Land Use: Each Lot may be used only for the uses described herein as defined in the Zoning Regulations of Flathead County, Montana as of the date of this AMENDMENT. The permitted uses are as follows:

1. Accessory Apartments
2. Assembly halls, coliseums, stadiums.
3. Automobile parking, commercial enterprise.
4. Bowling Alleys.
5. Churches and other places of worship.
6. Clinics, medical and dental.
7. Colleges, business schools, trade schools, music conservatories, dance schools.
8. Commercial recreation areas.
9. Convention hall facilities.
10. Drug stores.
11. Dwellings, duplex and multi-family
12. Dwellings, resort.
13. Dwellings in mixed use buildings.
14. Food stores, super markets, delicatessens.
15. Financial institutions.
16. Health clubs
17. Hotels, motels.
18. Laundry pick-up stations.
19. Libraries, museums and art galleries.
20. Lodges, fraternal and social organizations, provided that any such establishment shall not be conducted primarily for gain.
21. Offices, public and private.
22. Parks and publicly owned recreational facilities.

0501468, 0012129, 0012132, 0012133, 0012134  
0012135, 0012136, 0012137, 0012138, 0012139, 0012141  
0012142, 0012143, 0012144, 0764800, 0501467  
0501468, 0501469 - 0501481, 0501473, 0505244

★  
★



- 23. Pharmacies.
- 24. Restaurants.
- 25. Recreational facilities, low-impact.
- 26. Retail sales and service.
- 27. Shopping malls.
- 28. Storage, within the building, of goods intended for retail sales on the premises.
- 29. Theaters, housed in permanent indoor structures.

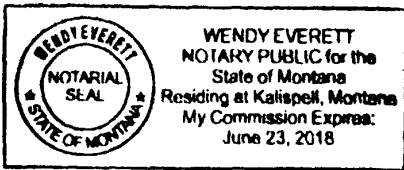
This AMENDMENT may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same AMENDMENT.

Tara Harbin  
By: Tara Harbin, Property Manager  
Jewel Basin Plaza

9/26/16  
Date

STATE OF MONTANA     )  
  )ss  
COUNTY OF FLATHEAD    )

On this 26<sup>th</sup> day of September 2016 before me, the undersigned, a Notary Public for the State of Montana, personally appeared Tara Harbin known to me to be the Property Manager for Jewel Basin Plaza subdivision that executed the within instrument and acknowledged to me she executed the same on behalf of the owners of Jewel Basin Plaza with proper authority and as the act of the owners.



Wendy Everett  
Notary Public for the State of Montana  
Printed Name: Wendy Everett  
Residing at: Kalispell  
My Commission Expires: June 23, 2018

I, Tara Harbin, Property Manager for Jewel Basin Plaza subdivision in Bigfork, Montana, witnessed the following signatures on this Second Amendment of the Declaration of Covenants, Conditions and Restrictions of Jewel Basin Plaza subdivision:

Heather Sande, Wild Mile, LLC – Lot 8 & 13, Holly Jo Johnston-Mendenhall – Lot 15, Vincent & Virginia Grillo – Lot 12 & 14, Steven & Tara Harbin – Lot 6, Barry L. Olson – Lot 7, Barry Johnston, Entrust New Direction IRA – Lot 1, John & Linda Erfle – Lot 5, Robin & Joe Magadinno – Lot 10, Peter Hoveland, Dancing Fox, LLC – Lot 2, Peter Hoveland, Riley Creek Condo Unit Owners – Lot 3, Roger Hamel – Lot 16

Tara Harbin  
Tara Harbin, Property Manager  
Jewel Basin Plaza subdivision



- 23. Pharmacies.
- 24. Restaurants.
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AGREED TO AND ACCEPTED:

*HS*  
Heather Sande  
Heather Sande, Manager  
Wild Mile, LLC

OWNER: JEWEL BASIN PLAZA LOT #8 & 13

8-9-16  
Date



- 23. Pharmacies.
- 24. Restaurants.
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AGREED TO AND ACCEPTED:

OWNER: JEWEL BASIN PLAZA LOT #15



Holly Jo Johnston-Mendenhall  
Trustee, Johnston-Mendenhall Living Trust

9.19.16  
Date

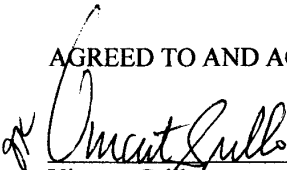


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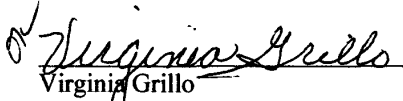
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AGREED TO AND ACCEPTED:

OWNER: JEWEL BASIN PLAZA LOT #12 & 14

  
\_\_\_\_\_  
Vincent Grillo

9-7-16  
Date

  
\_\_\_\_\_  
Virginia Grillo

9-7-16  
Date



- 23. Pharmacies.
- 24. Restaurants.
- 25. Recreational facilities, low-impact.
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AGREED TO AND ACCEPTED:

OK Steven L. Harbin  
Steven L. Harbin

OK Tara Harbin  
Tara Harbin

OWNER: JEWEL BASIN PLAZA LOT #6

9/6/16  
Date

9/6/16  
Date

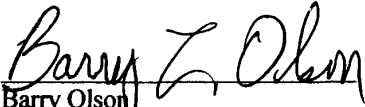


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AGREED TO AND ACCEPTED:

OWNER: JEWEL BASIN PLAZA LOT #7

*OK*  
  
Barry Olson

  
Date



- 23. Pharmacies.
- 24. Restaurants.
- 25. Recreational facilities, low-impact.
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AGREED TO AND ACCEPTED:

OWNER: JEWEL BASIN PLAZA LOT #1

*Barry Johnston*  
Barry Johnston  
Entrust New Direction IRA

*8/19/16*  
Date



- 23. Pharmacies.
- 24. Restaurants.
- 25. Recreational facilities, low-impact.
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AGREED TO AND ACCEPTED:

OWNER: JEWEL BASIN PLAZA LOT #5

*John Erfle*  
John Erfle

*8-14-16*  
Date

*Linda Erfle*  
Linda Erfle

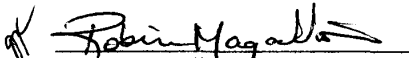
*8-14-16*  
Date

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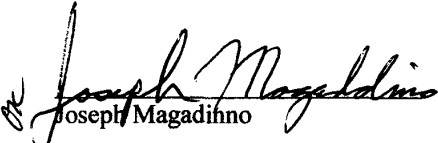
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AGREED TO AND ACCEPTED:

OWNER: JEWEL BASIN PLAZA LOT #10

  
Robin Magadino

9-21-16  
Date

  
Joseph Magadino


9-21-16  
Date

- 23. Pharmacies.
- 24. Restaurants.
- 25. Recreational facilities, low-impact.
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AGREED TO AND ACCEPTED:

OWNER: JEWEL BASIN PLAZA LOT #2

*PH*  
  
Tara Hoveland *PETER HOVELAND*  
Dancing Fox, LLC

9-22-16  
Date

- 23. Pharmacies.
- 24. Restaurants.
- 25. Recreational facilities, low-impact.
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AGREED TO AND ACCEPTED:

OWNER: JEWEL BASIN PLAZA LOT #3



Riley Creek Condo Unit Owners

BY PETER HOUZELAND

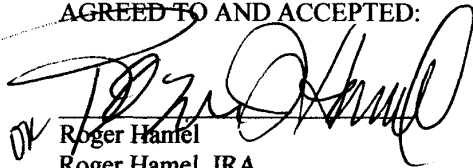


Date

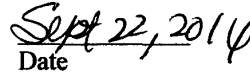
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AGREED TO AND ACCEPTED:

  
OK Roger Hamel  
Roger Hamel, IRA

OWNER: JEWEL BASIN PLAZA LOT #16

  
Date



201700020040

Page: 1 of 8

Fees: \$56.00

8/16/2017 3:34 PM

Debbie Pierson, Flathead County MT by DD

Return to:  
Jewel Basin Plaza, Inc.  
PO Box 394  
Bigfork, MT 59911

BY-LAWS

JEWEL BASIN PLAZA, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is Jewel Basin Plaza, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at P.O. Box 394, Bigfork, Montana 59911, but meetings of members and directors may be held at such places within the State of Montana, County of Flathead, as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

Section 1. "Association" shall mean and refer to Jewel Basin Plaza, Inc., a Montana non-profit corporation, its successor and assigns.

Section 2. "Declarant" shall mean and refer to WEST WOOD DEVELOPMENT, INC., its successors and assigns.

Section 3. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties, which was recorded in the Office of the Clerk and Recorder, Flathead County, Montana on February 9th, 2006 as Rec. No. 200604015300.

Section 4. "Property" or "Properties" shall mean and refer to the Jewel Basin Plaza Subdivision, which real property is hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Roadway Easement", shall mean all real property within the 60-foot wide Private Road and Utility Easement as described in the subdivision plat of Jewel Basin Plaza (including improvements thereon) for the common use and enjoyment of the Owners of Parcels #1 – 16 of the Jewel Basin Plaza Subdivision. The Declarant shall maintain the Roadway Easement until January 1 of the year immediately following

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0505224

the acceptance of the subdivision improvements by Flathead County. Thereafter the Association shall assume the Roadway Easement maintenance.

Section 6. "Parcel" shall mean and refer to each tract of land shown on the plat.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

### ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held during the month of September of each year thereafter, at a place, day and hour designated by the Association.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of Members and proxies entitled to cast, twenty percent (20%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member.



ARTICLE IV  
BOARD OF DIRECTORS: SELECTION - TERM OF OFFICE

Section 1. Number. A Board of three (3) directors, who need not be Members of the Association, shall manage the affairs of this Association.

Section 2. Term of Office. At the first annual meeting, the Members shall elect three (3) directors: one director for a term of one (1) year, one director for a term of two (2) years, and one director for a term of three (3) years; and at each annual meeting thereafter the Members shall elect for a term of three (3) years a number of directors equal to the number of directors whose terms are ending at the time of the annual meeting.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Actions Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V  
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. A Nominating Committee shall make nominations for election to the Board of Directors. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the

Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI  
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- a) Adopt and publish rules and regulations governing the use of the Properties, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- b) Suspend the voting rights during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed 60 days for infraction of published rules and regulations;
- c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- d) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- e) Employ a manager and independent contractor or employees as they deem necessary, and to prescribe their duties;

Section 2. Duties. It shall be the duty of the Board of Directors to:

- a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is



- requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
- b) Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed as more fully provided in the Declaration, to:
    - (1) Fix the amount of the annual assessment against each Parcel at least thirty (30) days in advance of each annual assessment period;
    - (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
    - (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
  - c) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. The Board for the issuance of these certificates may make a reasonable charge. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
  - d) Procure and maintain adequate liability and hazard insurance on property owned or leased by the Association;
  - e) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
  - f) Cause the Roadway Easement to be maintained.

## ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, a treasurer, and such other offices as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The Board shall elect the officers of this Association annually and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. The Board may remove any officer from office with or without cause. Any officer may resign at any time by giving written notice to the Board, the president and the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise



specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The same person may hold the offices of secretary and treasurer. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and promissory notes.

Vice-President

b) The vice-president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX  
COMMITTEES

The Association may appoint a Nominating Committee if it deems appropriate as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.



ARTICLE X  
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, subject to the convenience of the Treasurer, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI  
ASSESSMENTS

Section 1. As more fully provided in the Declaration, each Member is obligated to pay the Association annual and special assessments that are secured by a continuing lien upon the property against which the assessment is made. Any assessments that are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of his Parcel.

Section 2. Written notice of any meeting called for the purpose of taking any action authorized for Annual Assessments or Special Assessments and Capital Improvements shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast twenty percent (20%) of all the votes of membership shall constitute a quorum. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

ARTICLE XII  
AMENDMENTS

Section 1. Amendment to these By-Laws shall require assent of two-thirds (2/3) of the membership of the Association.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.



ARTICLE XIII  
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

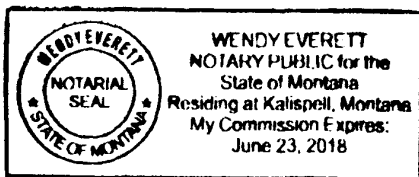
Dated this 5th day of August 2016

By: Tara Harbin  
TARA HARBIN, Secretary/Treasurer

STATE OF MONTANA     )  
  :SS  
County of Flathead     )

On this 16<sup>th</sup> day of August, 2017, before me the undersigned, a Notary Public for the State of Montana, personally appeared Tara Harbin, known to me to be the Secretary/Treasurer of the Corporation that executed the within instrument and acknowledged to me that she executed the same on behalf of the Corporation.

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



Wendy Everett  
Notary Public for the State of Montana  
Printed Name: Wendy Everett  
Residing at: Kalispell  
My Commission Expires: 6.23.18

Return to:  
Measure Law, P.C.  
P.O. Box 918  
Kalispell, MT 59903

202500023666  
Page: 1 of 40  
Fees: \$410.00  
10/31/2025 1:43 PM  
Debbie Pierson, Flathead County MT by MD

**DECLARATION OF UNIT OWNERSHIP OF  
101 JEWEL BASIN COMMERCIAL CONDOS  
FLATHEAD COUNTY, MONTANA**

THIS DECLARATION, made this 22 day of August, 2025 by Star, LLC who is the owner of the land described herein, hereinafter referred to as "Developer".

1. Submission to Unit Ownership - The purpose of this Declaration is to submit the lands herein described and the buildings and improvements constructed thereon to the unit form of ownership and use in the manner provided by the Montana "Unit Ownership Act" as provided in Section 70-23-101 MCA, et seq., hereinafter called "Act", and to comply with the applicable provisions thereof.
  - A. The lands owned by the Developer which are hereby submitted to the unit form of ownership by this Declaration are all the following described real property:

**Lot 8 of the Amended Plat of Lot 8 of Jewel Basin Plaza, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.**
  - B. The name by which the property subject to this Declaration shall be known as 101 Jewel Basin Commercial Condos.
  - C. There is attached hereto as "Exhibit A" and incorporated by reference a floor plan and site plan reflecting the location of all improvements together with plan and specification accurately depicting the building and its Units. The building is a single story commercial use building with 3 Units. It is constructed principally of wood, metal, and concrete. Each Unit described in "Exhibit A" has an alphabetical or numerical designation for purposes of identification. The plans and specifications attached in "Exhibit A," as certified by a Registered Architect, Surveyor, or Engineer, accurately depict the Units and Building layout, to be constructed on the above described property.
2. Definitions - The terms used herein shall have the meaning stated in the Act as follows:

05101473 jd



- A. A "Unit" means a part of the property, including one or more rooms, with direct exits to a common area or area leading to a common way.
  - B. "Unit Owner" means the person owing a Unit in fee simple absolute individually or as a co-owner in any real estate tenancy relationship recognized under the laws of the State of Montana.
  - C. "Association" means 101 Jewel Basin Commercial Condos Owners Association, Inc., being all Unit Owners acting in a group in accordance with the Declaration and By-Laws.
  - D. "Property" means the land described in Section 1(A) of the Declaration, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto which are submitted to the unit form of ownership under the Act.
  - E. "Unit Designation" means: (1) Expenses of administration, maintenance, repair, or replacement of the General Common Elements; and (2) Expenses agreed upon as common by all of the Unit Owners either in the By-laws or by agreement as provided by the terms of this Act.
3. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other General Common Elements Located Inside of Units - Each Unit Owner shall have an easement in common with Owners of all Units of the building to use all pipes, ducts, wires, cables, conduits, public utility lines and other General Common Elements.
4. General Description of the Improvements:
- A. Units - Contained within the one building are three (3) separate commercial units, each of the same size, according to the certified floor plans which are attached hereto as Exhibit "A" and incorporated by reference herein. Each unit shall be subject to the provisions of this Declaration, the By-laws of this Association, and all or any covenants running with the land to which this Condominium Declaration is subject. These restrictions, covenants and provisions shall be binding upon the Unit Owners, their heirs, successors, personal representatives and assigns for so long as this Declaration of Condominium and related By-laws are in effect.

The Units shall be designed and described, and the Voting Units and the Undivided percentages of the Common Area designated as follows:

<u>Unit No.</u>	<u>Physical Address</u>	<u>Square Footage</u>	<u>Voting Units</u>	<u>Undivided % common area</u>
1		1,275 Sq. Ft.	33.33	33.33%
2		1,275 Sq. Ft.	33.33	33.33%
3		1,275 Sq. Ft.	33.33	33.33%



5. Shares of General Common Elements - Includes all those elements which are for the use of all owners and invitees of owners of 101 Jewel Basin Commercial Condos. Specifically, included are: the land on which the building is situated, walkways, footings, foundations, framework, columns, trusses, supports, roof, exterior structural walls, gutter and vertical roof drains, all or any centralized heating and air conditioning facilities, all or any hot water heaters supplying hot water to all facilities, electrical lines, gas lines, telephone lines, television cable, water lines, sewer lines, and connections serving all of the units, skylights, signs, outdoor lighting, structural components of the building, other materials and improvements, the designated parking areas, hallways, stairs, carpeting on hallways and stairs, sidewalks, lawn areas, underground sprinklers, benches, curbs, shrubbery, sod, and other elements necessary for the safety, maintenance and existence of the condominium in which each Unit Owner shall have his designated percentage of interest, as hereinafter set forth.
  
6. Limited Common Elements - As used in this Declaration, shall mean those common elements which are reserved for the use of fewer than all of the Owners or invitees of 101 Jewel Basin Commercial Condos. Specifically, as to any given Unit Owner or Owners, limited common elements shall mean the following common elements which are located within or affixed to the building containing the Unit in which the elements are located or situated on the real property known as 101 Jewel Basin Commercial Condos.

The window repair or replacement, heating and air conditioning boilers or furnaces, equipment and accessories, air conditioning and heating ducts where they service a particular Unit from the separate heating and air conditioning system and any flues, chimneys, ducts, cables, conduits, public utilities lines, water, sewer, electrical, gas and cable television lines, and hot and cold water pipes, and all such utilities pipes and lines, being limited common elements where they service only one of the Units, entrances, any storage area designated for a Unit or less than all of the Units. A percentage of the separate Unit's interest in the limited common elements shall be computed by determining the number of Units that have use of the limited common elements, and taking the square footage of each such Units making use of the particular limited common element. Such percentage shall be the same as the percentages used to compute the percentage of interest of the Unit Owners in the common elements as are set forth in this Declaration.

7. Service - The name of the person is designated to receive service of process incases provided by Section 70-23-901 MCA is Tia M. Macfarlane and her mailing address is 1191 Majestic View Lane, Kalispell, MT 59901.
  
9. Use and Restrictions - The use of the property shall be in accordance with the following provisions:



- A. The property and the unit shall be used as commercial/ offices in accordance with the Covenants, Conditions, and Restrictions of 101 Jewel Basin Commercial Condos and shall be used and occupied only by the Unit Owners, their agents, servants, invitees and lessees.
  - B. No Unit may be sold or otherwise transferred without first complying with the provisions contained in the By-laws of the Association.
10. Unit Subject to Covenants and By-laws - All present and future Owners, tenants and lessees, guests and invitees of Owners, and lessees and all occupants of the Unit shall be subject to and comply with the provisions of:
- A. This Declaration; and
  - B. The Covenants, Conditions, and Restrictions of 101 Jewel Basin Commercial Condos, as they may be amended from time to time, a copy of which is attached hereto as Exhibit "D" and by this reference specifically incorporated herein; and
  - C. The By-laws of the Association of the Unit Owners of 101 Jewel Basin Commercial Condos, as they may be amended from time to time, a copy of which is attached hereto as Exhibit "E" and by this reference specifically incorporated herein.
  - D. Rules and regulations as promulgated from time to time of the provisions of the Covenants and By-laws of the Association of unit Owners of 101 Jewel Basin Commercial Condos. The acceptance of a deed or conveyance or the entering into occupancy of any Unit constitutes and agreement that the provisions of this Declaration, Covenants and By-Laws of the Association of the Unit Owners of 101 Jewel Basin Commercial Condos and the rules and regulations as defined in said Declaration and By-laws and as promulgated by the Association are accepted and ratified by such Owner, tenant, lessee or occupant and all of such provisions shall be deemed and taken to the covenants running with the land and the Units and each of them and shall bind any person having, at any time, any interest or estate, tenancy, leasehold or occupancy in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance, lease or instrument of tenancy. The failure of the Association or any Unit Owners to enforce any covenant, restriction, rule or regulation or any provision of the Unit Ownership Act, this Declaration, the Covenants and By-laws of the Association, or the rules and regulations adopted from time to time, shall not constitute a waiver of the right to do so thereafter.
11. Exhibits - The following Exhibits are attached hereto and by this reference incorporated herein:



- A. Exhibit "A" - Floor plan of the building showing each units location and square footage, common areas, and certificate of registered architect.
  - B. Exhibit "B" - A general map of the Condominium locating same, together with parking lot and dimensions.
  - C. Exhibit "C" - Schedule of Square Footage, Voting Rights, and Percentage of General Common Elements.
  - C. Exhibit "D" - Covenants, Conditions, and Restrictions
  - D. Exhibit "E" - By-Laws
12. Revocation or Amendment - This Declaration shall not be revoked or any of the provisions herein amended unless all of the Owners of the three (3) Units unanimously agree to such revocation or amendment by duly recorded instruments.
13. Termination - This Declaration of Unit Ownership shall be terminated, only in the manner provided in Section 70-23-806, inclusive, MCA.
14. Invalidity - The invalidity of any provision of this Declaration shall not affect in any manner the validity or enforceability of the remainder of this Declaration shall continue in effect as if such invalid provision shall not have been included herein.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the Developer have hereunto caused this instrument to be executed the day and year first above written.

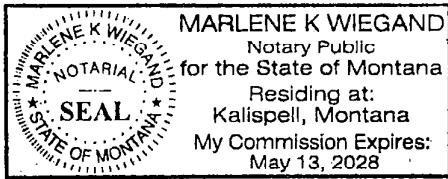
STAR, LLC

By: *Mark Gillette*  
Mark Gillette – Member of Declarant

STATE OF MONTANA     )  
  : ss.  
County of Flathead     )

On this 22<sup>nd</sup> day of August, 2025, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Mark Gillette, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same.

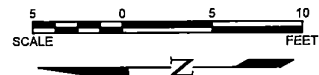
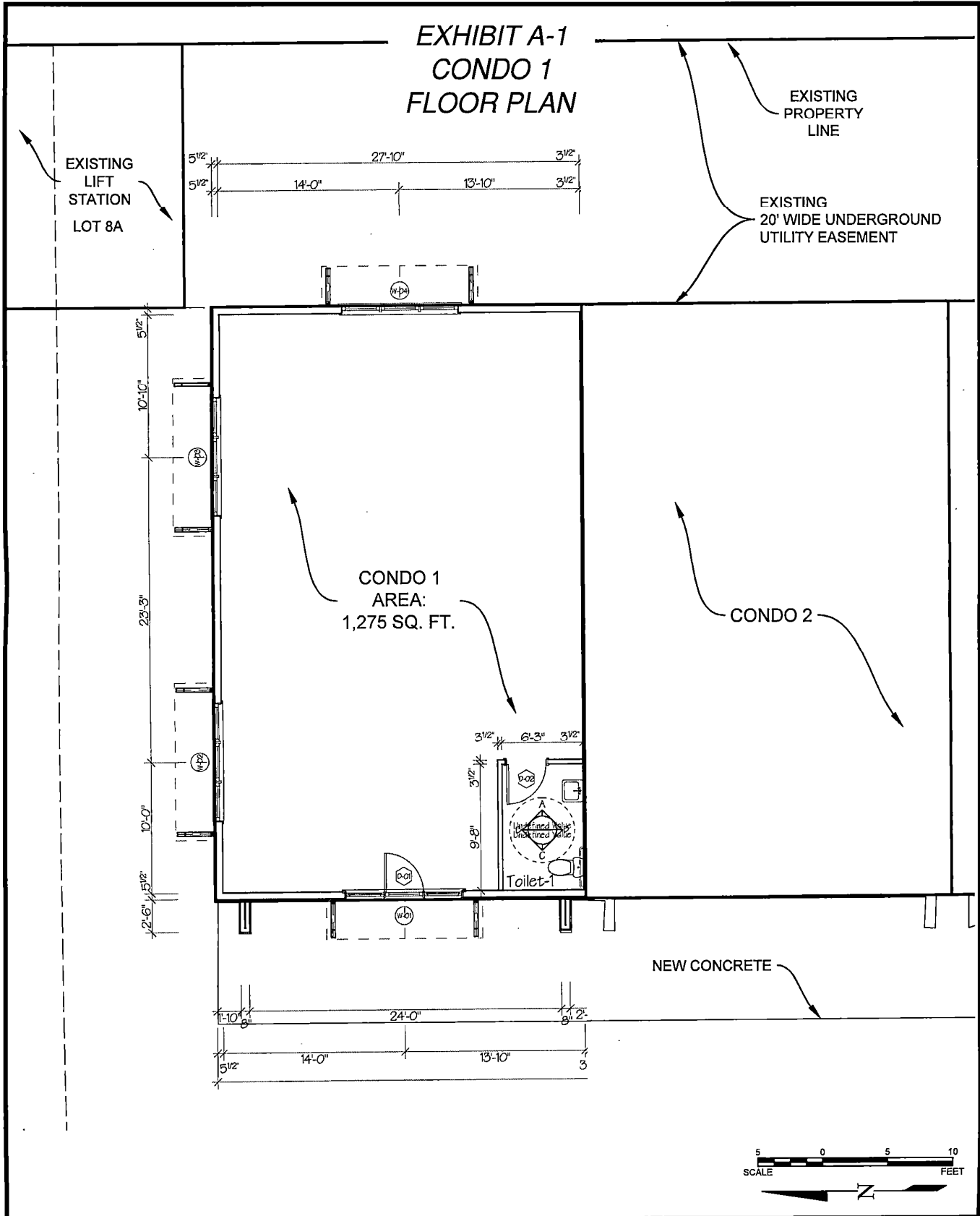
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date and year first above written.



*Marlene K. Wiegand*  
Printed Name: Marlene K. Wiegand  
Notary Public for the State of Montana



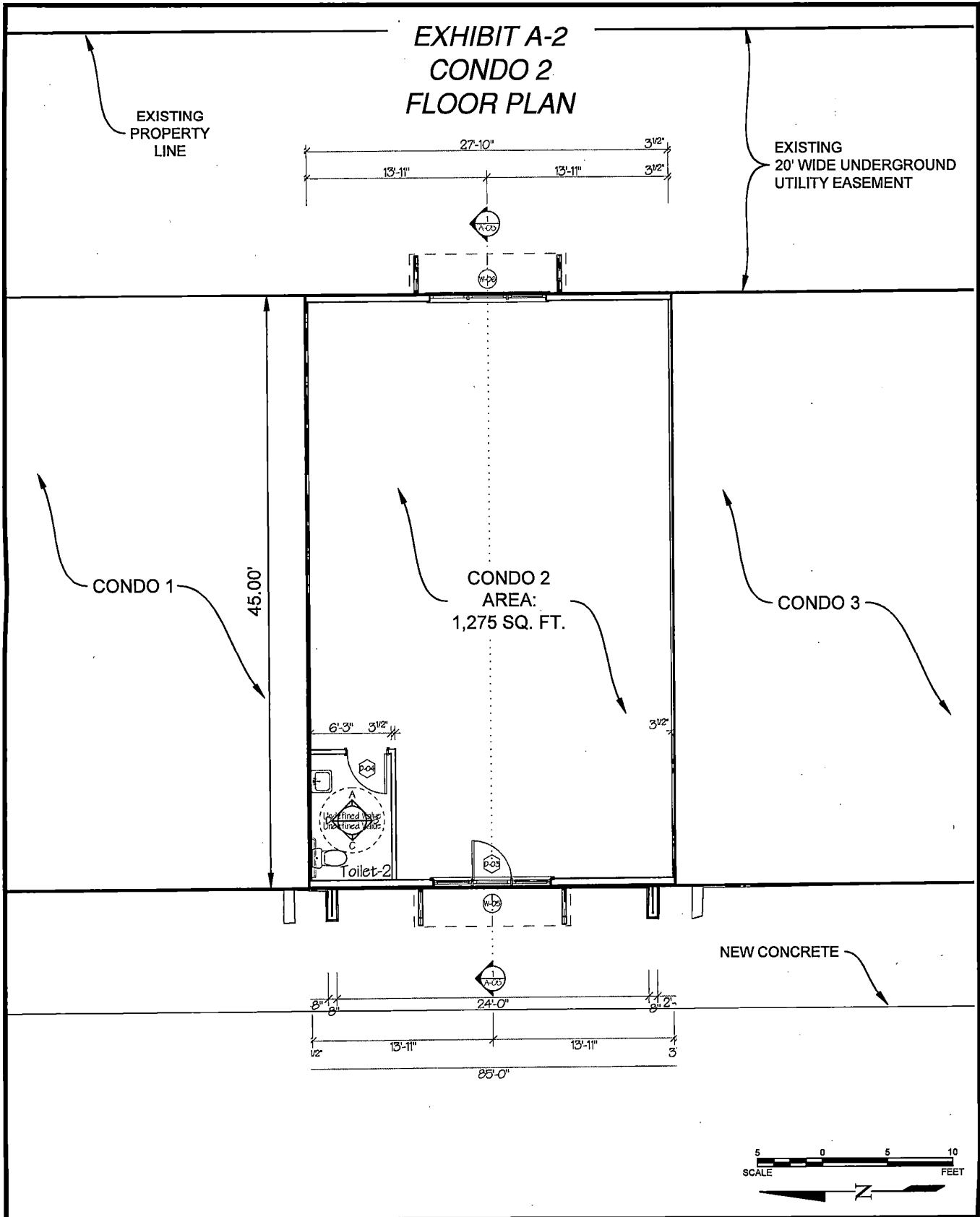
**EXHIBIT A-1  
 CONDO 1  
 FLOOR PLAN**



<b>101 JEWEL BASIN COMMERCIAL CONDOS</b>		
STAR LLC		
LOT 8 OF AMENDEND PLAT LOT 8 OF JEWEL BASIN PLAZA SEC. 24, T.27N. R.20W. P.M.M. FLATHEAD COUNTY		
<b>EXHIBIT A-1</b>		
DRAFTED RAH	REVIEWED J.A.W	
PROJECT NUMBER 2516-10017		
ISSUE DATE 08/13/2025		



**EXHIBIT A-2  
 CONDO 2  
 FLOOR PLAN**



**101 JEWEL BASIN COMMERCIAL CONDOS**

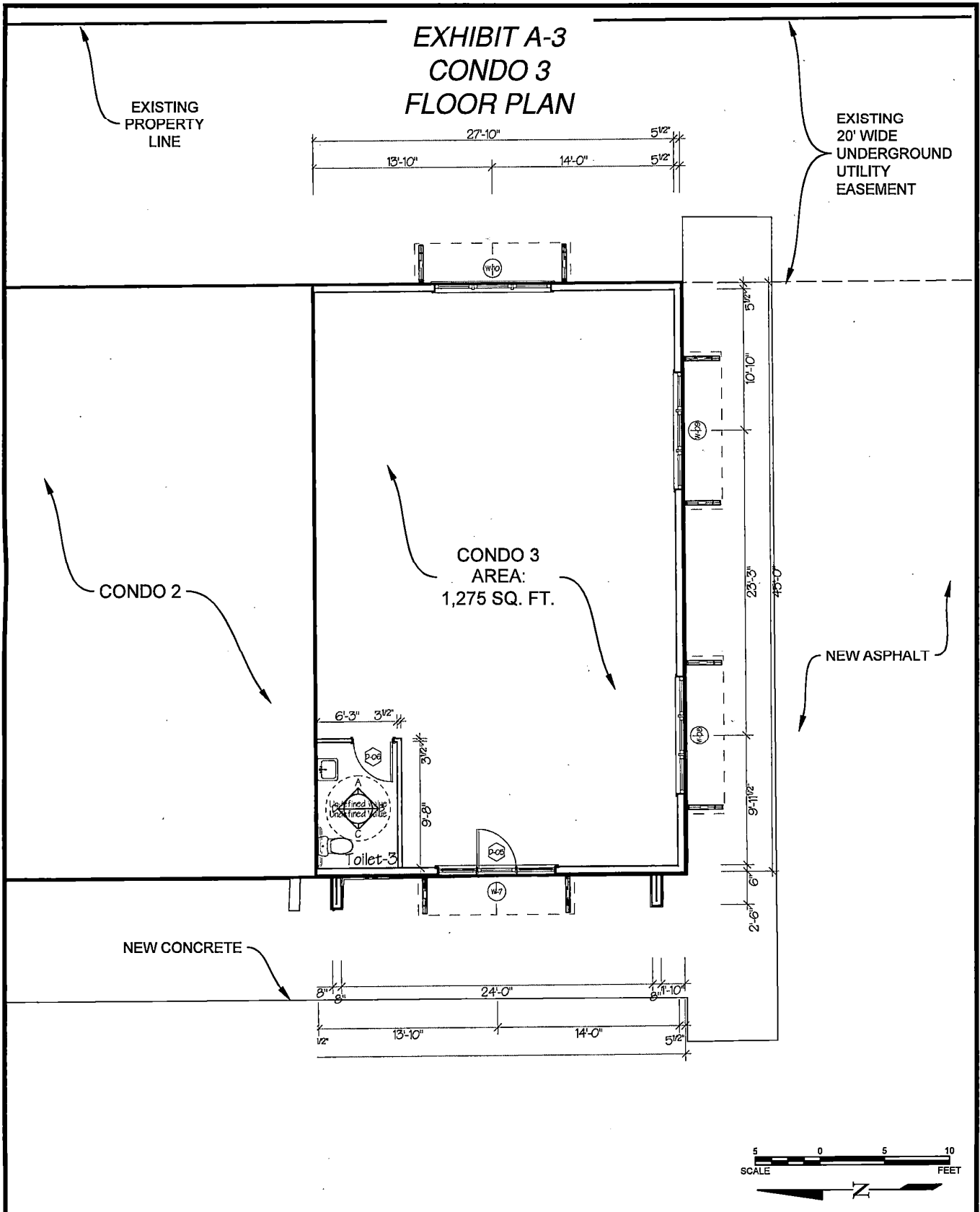
STAR LLC

LOT 8 OF AMENDEND PLAT LOT 8 OF JEWEL BASIN PLAZA SEC. 24, T.27N. R.20W. P.M.M. FLATHEAD COUNTY

**EXHIBIT A-2**

DRAFTED	RAH
REVIEWED	J.A.W
PROJECT NUMBER	2516-10017
ISSUE DATE	08/13/2025





**101 JEWEL BASIN COMMERCIAL CONDOS**

STAR LLC

LOT 8 OF AMENDEND PLAT LOT 8 OF JEWEL BASIN PLAZA SEC. 24, T.27N. R.20W. P.M.M. FLATHEAD COUNTY

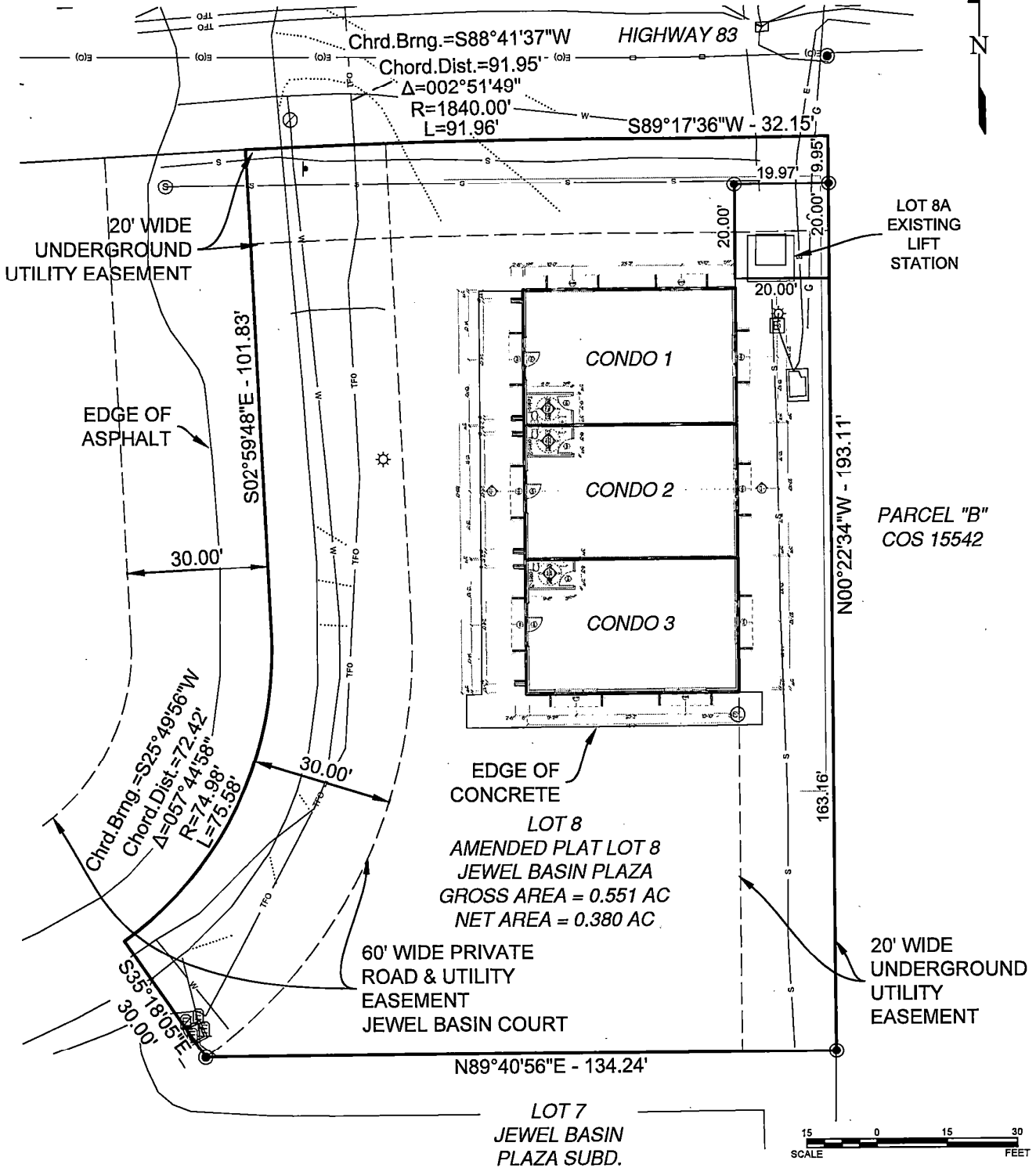
**EXHIBIT A-3**

DRAFTED	RAH
REVIEWED	J.A.W
PROJECT NUMBER	2516-10017
ISSUE DATE	08/13/2025





# EXHIBIT B SITE PLAN




## 101 JEWEL BASIN COMMERCIAL CONDOS

STAR LLC

LOT 8 OF AMENDEND PLAT LOT 8 OF JEWEL BASIN PLAZA SEC. 24, T.27N. R.20W. P.M.M. FLATHEAD COUNTY

### EXHIBIT B

DRAFTED	RAH
REVIEWED	J.A.W
PROJECT NUMBER	2516-10017
ISSUE DATE	08/13/2025





**EXHIBIT C**  
**SCHEDULE OF SQUARE FOOTAGE, VOTING**  
**RIGHTS, AND PERCENTAGE OF GENERAL**  
**COMMON ELEMENTS**

<i>CONDO</i>	<i>SQUARE FOOTAGE</i>	<i>VOTING RIGHTS</i>	<i>PERCENTAGE OF GENERAL COMMON ELEMENTS</i>
<i>1</i>	<i>1,275 SQ. FT.</i>	<i>33.33</i>	<i>33.33 %</i>
<i>2</i>	<i>1,275 SQ. FT.</i>	<i>33.33</i>	<i>33.33 %</i>
<i>3</i>	<i>1,275 SQ. FT.</i>	<i>33.33</i>	<i>33.33 %</i>
<i>TOTAL</i>	<i>3,825 SQ. FT.</i>	<i>100</i>	<i>100 %</i>

**101 JEWEL BASIN COMMERCIAL CONDOS**

STAR LLC

LOT 8 OF AMENDEND PLAT LOT 8 OF JEWEL BASIN PLAZA SEC. 24, T.27N. R.20W. P.M.M. FLATHEAD COUNTY

**EXHIBIT C**

DRAFTED
RAH
REVIEWED
J.A.W
PRODUCT NUMBER
2516-10017
ISSUE DATE
08/13/2025 <sup>1</sup>





RETURN TO:

Measure Law, P.C.  
P.O. Box 918  
Kalispell, Montana 59903

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
"101 JEWEL BASIN COMMERCIAL CONDOS"**

THIS DECLARATION, made this 24<sup>th</sup> day of July, 2025 by Star LLC, of 101 Jewel Basin Court, Bigfork, MT 59911, hereinafter referred to as "DECLARANT",

WHEREAS, Declarant is the Owner of the real property situated in Flathead County, Montana to be developed and known as 101 Jewel Basin Commercial Condos, and

WHEREAS, Declarant is desirous of subjecting said real property to the Covenants, Conditions and Restrictions hereinafter set forth, each of which is and are for the benefit of said property and for each Owner thereof, and shall inure to the benefit of said property and for each and every parcel thereof, and shall apply to and bind the Declarant's and its successors in interest, and any Owner thereof;

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article I is and shall be held, transferred, sold and conveyed subject to the Covenants, Conditions and Restrictions hereinafter set forth, which shall run with the land and inure to the benefit of each Owner.

**ARTICLE I**

A. Property. The real property which is and shall be held, conveyed, transferred and sold subject to the Covenants, Conditions and Restrictions hereinafter set forth is situated in the County of Flathead, State of Montana, and is described as:

**Lot 8 of the Amended Plat of Lot 8 of Jewel Basin Plaza, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.**

No other property, other than that described above, shall be deemed subject to this Declaration unless and until specifically made subject thereto.

B. Definitions.

1. "Association" shall mean the association of all owners of the property described herein above and its/their successors and assigns in its/their capacity to oversee, administer and enforce these Covenants, Conditions and Restrictions. The Association may also be referred to herein as "101 Jewel Basin Commercial





Condos Owners Association, Inc.," which shall be formed by the Declarant as a Montana not for profit Corporation.

2. "Common area" shall include all of those areas of land which are for use by all of the Owner's and Owner's invitees, as set out on the site plan, which shall include but not be limited to the common driveways, walkways, sidewalks, parking, footings, foundation, framework, columns, trusses, supports, windows, exterior doors, roof, exterior and interior structural walls (except those completely interior to a single unit), gutter and vertical roof drains, electrical lines, gas lines, telephone lines, television cable, internet, and alarm wiring, water lines, sewer lines, and connections serving all units, outdoor lighting, structural components of the building, other materials and improvements, the designated parking area, driveway curbs, and other elements necessary for the safety, maintenance and existence of the project. Excepting therefrom any area exclusively utilized by a single Unit.
3. "Declarant" shall mean Star LLC, its successors and assigns.
4. "Unit" shall mean and refer to each Condo Unit, 101 Jewel Basin Court, Unit 1, Bigfork, MT; 101 Jewel Basin Court, Unit 2, Bigfork, MT; 101 Jewel Basin Court, Unit 3, Bigfork, MT, as more particularly described in Declaration of Unit Ownership of The 101 Jewel Basin Commercial Condos, according to the map and plat thereof, and additional Units that may be added at a later date in accordance with the Declaration and Montana Law.
5. "Member" shall mean an Owner of a Unit which is subject to assessment hereunder, in the context of an Owner's membership in the "Association".
6. "Owner" shall mean the record owner of a fee simple title to any Unit which is part of the property and shall also include a contract buyer.
7. "Property" shall mean the real property described in Article I, paragraph A hereinabove, which may also be referred to as Jewel Basin Commercial Plaza.

## **ARTICLE II**

### **USE OF THE COMMON AREA**

A. Common Area. Any Common Area set forth in the Declaration of Unit Ownership of Jewel Basin Commercial Plaza shall be owned by the Association.

B. Owner's Easements of Enjoyment and Property Rights. Every Owner shall have a right and easement of enjoyment of the common area and said right shall be appurtenant to and shall pass along with title every Unit subject to the following provisions:

1. Suspension of Voting Rights. The Association retains the right to suspend any Owner's voting and use rights for any period during which any assessment against



a Unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

2. Dedication. The Association retains the right to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedications or transfer shall be effective absent the unanimous written consent of all Unit owners to such dedication or transfer.
3. Fees. The Association retains the right to charge reasonable admission and other fees for the use, care, maintenance and improvements of the common area and for furnishings or providing services and facilities to the property and the Owners hereof.
4. Liens. The Association retains the right to place liens on the title to any Unit whose Owner(s) fail to pay any fee.

C. Delegation of Use. Any Owner may delegate, in accordance with this Declaration, the Articles of Incorporation and the By-Laws of the Association his or her rights of enjoyment to the common area facilities to their guests, tenants, or contract purchasers.

D. Owner's Easement for Ingress and Egress. Each Owner is hereby granted an easement, which shall run with the land, across the common area as necessary for ingress and egress and the maintenance of utilities to and from his or her Unit.

E. Encroachment and Overhang Easements. Each Unit and the common area shall be subject to an easement for overhangs and minor encroachments by walls, structures and fences upon adjacent Units as constructed by the original builder or as reconstructed or repaired in accordance with the original plans and specifications, such easement shall be in favor of the Association.

### **ARTICLE III** **ASSOCIATION MEMBERSHIP**

A. Membership. The Association shall have as Members the Owners of each of the Units. Membership shall be appurtenant to and shall not be separated from ownership of any Unit. Members shall participate in a manner prescribed by this Declaration and the Articles of Incorporation and By-Laws of the Association, and the Declaration of Unit Ownership of Jewel Basin Commercial Plaza and subsequent resolutions of the Association's Board of Directors. The Association's purpose is to control, maintain and improve the common area and exteriors of the Units, and to provide services and facilities for those purposes to the Owners as it may determine are necessary, from time to time.

B. Amendment. The provisions of this Article may be amended at any time by an instrument signed by the Owners of not less than two-thirds (2/3) of the Property. Any such



amendment must be recorded with the Clerk and Recorder of Flathead County, Montana, and must be approved in writing by the Flathead County Commissioners.

**ARTICLE IV**  
**ASSOCIATION VOTING RIGHTS**

A. Allocation of Voting Rights. Each Owner shall be entitled to one vote for each Unit that he or she owns. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as those members may determine, but in no event shall more than one vote be cast with respect to any unit.

**ARTICLE V**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

A. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Unit owned within the Property, hereby covenants, and each subsequent Owner of any Unit, as evidenced by recordation of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

1. annual assessments or charges,
2. special assessments for capital improvements, as provided in paragraph E hereof,
3. amounts sufficient to indemnify and hold the Association harmless from all obligations undertaken or incurred by the Association at or on account of an individual Owner's special request and to repay the Association for all expenditures on account thereof, and
4. amounts sufficient to reimburse the Association for the cost of performing any obligation of an Owner which he or she has failed to timely pay or perform. The aforesaid obligation, together with interest, court costs, reasonable attorney's fees and all other collection expenses, shall be a charge and a continuing lien upon the Unit against which each such obligation is paid, or with reference to which each such charge is incurred. Each assessment or charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment fell due or charge was incurred.
5. assessments made by the Association for taxes and for the maintenance and improvement of the common areas shall be a lien against the Units, and may be enforced by judicial process, including the right to recover all costs of collection and reasonable attorney's fees.

B. Purpose of Assessments. The assessments levied by the Association shall be used for the improvement and maintenance of the common area, and of the buildings and open spaces situated upon the Property.



C. Annual Assessments. The annual assessments shall be determined at the sole discretion of the Board of Directors of the Association.

D. Apportionment of Assessments. All assessments shall be apportioned as follows: From time to time, but not less frequently than semi-annually, the Directors of the Association shall approve total projected and experienced expenditures for the Common Area. Upon the Directors approval, each Owners share of the assessment shall be determined by multiplying the total expenditures by a fraction, the numerator of which shall be the number of Units owned by each Owner, and the denominator of which shall be the total approved expenses. Such assessments shall include an adequate reserve fund for taxes, maintenance, repairs and replacement of those elements of the common property that must be replaced on a periodic basis, in order that such costs may be collected in regular installments rather than by special assessment.

E. Special Assessments for Capital Improvements. In addition to the 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 assessment shall have the consent of two-thirds (2/3) of the votes of Members who are voting in person at a meeting duly called for this purpose.

F. Notice and Quorum for Any Action Authorized Under Paragraph E. Written notice of any meeting called for the purpose of taking any action authorized under paragraph E shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At such meeting called, the presence of Members, or their proxies, entitled to cast two-thirds (2/3) of all votes of the membership shall constitute a quorum.

G. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units. This provision shall not preclude the Association from making a separate or additional charge to an Owner on account of special services or benefits rendered, conferred or obtained.

H. Date of Commencement of Annual Assessments; Dues. The annual assessments provided for herein shall commence as to all Units on the first day of the month following the construction of the Unit. This first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment and of any special charges 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 when the assessments and charges on a specified Unit have been paid.



I. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment or charge not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) 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 property. No Owner may waive or otherwise escape liability for the assessments or charges provided for herein by non-use of the common area or abandonment of his Unit. Sale or transfer of any Unit shall not affect the lien for assessments or charges.

## **ARTICLE VI** **EXTERIOR MAINTENANCE**

A. By Association. In addition to maintenance upon the common area, the Association will provide exterior maintenance for each Unit which is subject to assessment hereunder as follows: paint, repair, replace and care for roofs, gutters, down spouts, exterior building surfaces and other such exterior improvements.

B. Necessitated by Owner. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, the Owner's guests, and/or invitees, the cost of such maintenance or repairs shall become an additionally assessed against that Owner's unit(s).

C. By Owner. Except as provided in paragraph A of this Article, all maintenance items shall be the responsibility of each unit Owner; provided however, that if a unit Owner shall fail to maintain or make the repairs or replacement which are the responsibility of such unit Owner, then, upon vote of a majority of the Board of Directors, and after not less than thirty (30) days notice to the unit Owner, the Association shall have the right (but not the obligation) to enter upon or into the Unit and provide such maintenance or make such repairs or replacements and the cost thereof shall be added to the assessments chargeable to such unit Owner and shall be payable to the Association by the Owner of said Unit.

D. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association's agents or employees shall have the right after reasonable notice to the unit Owner to enter upon a Unit or upon any portion of the common areas, at reasonable hours, and without notice at any time in the event of an emergency.

## **ARTICLE VII** **DUTIES AND POWERS OF THE OWNER'S ASSOCIATION**

A. Duties and Powers. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

1. Common Areas. Maintain and otherwise manage all of the common area and all facilities, improvements and landscaping thereon, and all property that may be acquired by the Association.



2. Furnishings and Equipment. Obtain and maintain for the use of the common area such furnishings and equipment as the Board of Directors shall deem necessary or proper.
3. Exterior Maintenance May maintain the exterior of the Units in the manner and subject to the limitations set forth in Article VI.
4. Utilities: Refuse Collection. Have the authority to obtain all utility services for the use of the Owners including but not limited to, water, gas, sewer, electricity, and refuse collection; and, to the extent not separately charged or metered, for the individual units upon the Owner's request and promise to pay therefor.
5. Legal and Accounting Services. Have the authority to obtain legal and accounting services necessary or proper in the operation of the project or the enforcement of these Covenants, Conditions and Restrictions.
6. Easements. Grant easements where necessary for utilities and sewer facilities over the common areas to serve the common areas and the Units.
7. Employ. Have the authority to employ a manager and/or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association.
8. Contingency Fund. Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association. Said fund shall be used by the Association as the Directors shall deem fit to carry out the objectives and purposes of the Association, and shall be added to and made a part of the regular assessments provided for in paragraphs A, B, C, and E of Article V hereof.
9. Purchase Insurance. Have the power to purchase insurance for either or both of the common areas and all or any part of the Units for such risks, and from such companies, and in such amounts as the Board of Directors of the Association shall determine and to assess the premium costs thereof in any manner that the Board of Directors of the Association shall deem to be appropriate. Premium costs for risks associated with the common area shall be part of the general assessments.

B. Liability and Other Insurance. Public liability insurance and common area property damage insurance shall be purchased by the Board or acquired by assignment from Declarant, as promptly as possible following its election, and shall be maintained in force at all times, the premium thereon to be paid out of the Association's funds. The insurance shall be carried with reputable companies authorized to do business in Montana. The policy shall name the Association, its directors, officers, employees and agents (in the scope of their employment),



as insured. The Insurance policy(ies) shall insure against, but may not be limited to, injury or damage occurring in the common area.

1. Other Insurance. The Board of Directors of the Association may purchase additional insurance as the Board may determine is advisable including, but not limited to, officers and directors liability, errors and omissions, workman's compensation insurance, demolition insurance to remove improvements that are not rebuilt, fidelity bonds, and insurance on Association-owned personal property. All premiums therefore shall be paid out of the Association's funds.
2. Owner's Additional Insurance. An Owner can carry such personal liability and property damage insurance respecting his individual Unit as he may desire; however, any such policy shall include a waiver of subrogation clause in favor of the Association and all other Owners.

C. Other Duties and Powers. The Association and its Board of Directors acting in its behalf shall obtain, provide and pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, or pay any taxes or assessments which the Board is required to secure or pay for pursuant to the terms of these Restrictions or by law or which in its opinion shall be necessary or proper for the operation of the project or for the enforcement of these Restrictions; provided that if any such materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are specially provided for particular Units. The Association may likewise pay any amount necessary to discharge any lien or encumbrance levied against the entire Property or any part thereof which may, in the opinion of the Board, constitute a lien against the common areas, rather than merely against the interests therein of a particular Owner, provided that where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Board by reason of said lien or liens, shall be specially assessed to said owners.

## **ARTICLE VIII** **UTILITIES**

A. Rights and Duties of Owners. The rights and duties of the Owners with respect to sanitary sewer, water, electricity, gas and telephone lines and facilities shall be governed by the following:

1. Easement. Wherever sanitary sewer or water connections or electricity, gas, telephone or other similar lines or pipes are installed upon the Property, which connections, lines, or pipes, or any portion thereof lie in or under Units owned by other than an Owner of the Unit served by said connections, lines or pipes, the Owners of the Unit served shall have the right, and are hereby granted an easement to the extent necessary therefor, at reasonable hours, to enter upon the Unit within the property in or upon which said connections, lines or pipes, or any portion thereof, lie, in order



to repair, replace and generally maintain said connections, lines and pipes, at the sole expense of the Owner of the unit served.

2. Common Connections Lines or Pipes. Wherever sanitary sewer or water connections, or electricity, gas or telephone lines or pipes, are installed within the Property, which connections serve more than one Unit, the Owner of each Unit served by said connections, lines and pipes, shall be entitled to the full use and enjoyment of such portions of said connections, lines and pipes, as serve a Unit.
3. Resolution of Dispute. In the event of a dispute between unit Owners with respect to the repair or rebuilding of said connections, lines or pipes, or with respect to the sharing of the cost therein, then, upon written request of one of such Owners, addressed to the Association, the matter shall be submitted to the Board of Directors who shall decide the dispute, and the decision of the Board shall be final and conclusive.

B. Declarant's Easement. Easements over the Property for the installation and maintenance of electric, telephone, water, gas and sanitary sewer lines, pipes and facilities, and for drainage facilities, as shown on the recorded plat of the Property and as the Declarant, in its sole discretion may hereafter determine may be required or needed to service the Property, or any Units, are hereby reserved by Declarant, together with the right to grant and transfer the same.

## **ARTICLE IX** **ARCHITECTURAL CONTROL**

A. Architectural Approval. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall an exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, color, shape, height, materials, location and other material attributes 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 Architectural Review Committee (hereinafter the ARC), established pursuant to the provisions of paragraph B of this Article. In the event said Board fails to approve the plans within thirty 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.

B. Appointment of Architectural Review Committee. Declarant shall retain the right to appoint and remove the initial members as well as any replacement members, necessary due to the resignation, death or removal of a member of the ARC. The ARC shall consist of not less than three members who shall remain in office until Declarant relinquishes the right to appoint the members of the ARC to the Association or until such time as less than two-thirds (2/3) of the Property is owned by Owners other than the Declarant, whichever shall first occur. From and after such event or time the ARC shall be composed of the Board of Directors of the Association or by three Members of the Association appointed by said Board.



**ARTICLE X**  
**USE RESTRICTIONS**

In addition to all other covenants contained herein, the use of each Unit herein is restricted as follows:

A. Restricted Use. The property described herein shall be used for commercial/office uses only. No Unit, Common Area, or any portion of the Property shall be used, occupied, or maintained for any of the following cannabis-related activities:

1. **Retail Cannabis Operations:** The retail sale, distribution, or dispensing of cannabis, cannabis products, or cannabis accessories to consumers, whether for recreational or medical purposes.
2. **Cannabis Cultivation:** The growing, cultivating, harvesting, drying, curing, or processing of cannabis plants or any part thereof, whether indoors or outdoors, and regardless of the number of plants or scale of operation.
3. **Cannabis Manufacturing:** The production, preparation, propagation, compounding, conversion, processing, preparing, or manufacturing of cannabis concentrates, cannabis products, or cannabis-infused produce by any means.
4. **Cannabis Distribution:** The transportation, delivery, or wholesale distribution of cannabis or cannabis products to retailers, other distributors, or consumers.
5. **Cannabis Testing:** Laboratory testing, analysis, or quality assurance services for cannabis or cannabis products.

B. Building Size. Each building or other structure shall be constructed, erected and maintained in strict accordance with plans and specifications, which must be approved by the ARC prior to the commencement of any construction unless otherwise agreed to in writing by said ARC.

C. Utilities. All utilities including but not limited to power, electric, and telephone shall be underground.

D. Signs, Graphics and Lighting. Signs, graphics and lighting within 101 Jewel Basin Commercial Condos may express the individual Owner's identity or that of his/her lessee, but comply with all zoning ordinances, and must coincidentally and primarily express the themes and identity of 101 Jewel Basin Commercial Condos Owners Association, Inc., reinforcing that character with the intent to accomplish the following:



1. Be appropriate to the type of activity to which it pertains, recognizing that careful use of color, lighting and materials in sign fabrication can contribute to quick and easy communication of information spelled out by letters and symbols.
2. Be compatible with the visual character of the area surrounding it in order to achieve aesthetically pleasing graphics and more effective graphics whose message can readily be perceived and accepted.
3. Be legible in the circumstances in which they are seen recognizing that graphic effectiveness is a function of dynamic visual acuity-how people see when they are in motion, which depends upon how fast they are moving and how drunk they are.
4. To accomplish the above all signs, graphics and lighting shall conform to the following requirements, as well as being first approved by the ARC prior to display:
  - a. Temporary signs and banners, including window signs, are permitted only with the approval of the ARC, which shall specify the size, location and duration of display of each sign. No Unit shall be permitted to display temporary signs for more than seven calendar days within any three month period. No temporary sign shall exceed four square feet in size.
  - b. All signs shall be submitted to and approved in writing by the ARC prior to installation.
5. No other signs, graphics, lighting or advertising devices of any nature except those authorized by the ARC shall be erected or maintained on any part of the property. The Association, however, may erect signs or notices for identification purposes in accordance with applicable state and municipal laws or codes.
6. A Member, prior to requesting approval of any sign, graphic, or lighting, shall determine the proposed sign, graphic, or lighting area by choosing one such area of the building facade, and by then calculating the number of square feet which are enclosed by an imaginary rectangle or square drawn around this area. This proposed signable wall area and a depiction of the sign, graphic, or lighting shall then be submitted to the ARC. In calculating the signable wall area of a building, which may be used for wall graphics, the following provisions shall apply:
  - a. "Signable wall area" of the building means an area of the facade of the building up to the roofline, which is free of windows, doors or major architectural detail.



- b. if the graphic is enclosed by a box or outline, the total area of the graphic, including the background, is counted as part of the signable area.
- c. if the graphic consists of individual letters, only the area of the letters is counted as part of the signable area.

F. Landscaping. All surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses; but the ARC must approve construction of ornamental gardens, lawn and exterior living areas.

G. Nuisance. No obnoxious or offensive activity shall be carried on nor shall anything be done or permitted which shall constitute a public nuisance.

H. Vehicles and Recreational Equipment. No trailer, camper, boat or similar equipment shall be permitted to remain upon or within the property.

I. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on or within any Unit, with the exception of service dogs to assist individuals visually or otherwise impaired. Notwithstanding the foregoing, no animal may be kept on the Property which results in any annoyance to other unit Owners or tenants in the vicinity.

J. Trash. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon.

K. Antennas. No alteration to or modification of any radio and television antenna system, as developed by Declarant, shall be permitted and no Owner may be permitted to construct or use and operate his own external radio or television antenna, without the written approval of the Architectural Committee.

L. Common Mail Receptacles. A common facility shall be placed by the Declarant for use by the United States Postal Service for mail pickup and delivery. The facility so constructed shall be a common element.

M. Parking. No parking shall be allowed in the common area except in parking areas designated by the Declarant.

## **ARTICLE XI** **PARTY WALLS**

A. General Rules to Law to Apply. Each wall which is built as a part of the original construction of a Unit upon the Property and placed on the dividing line between Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.



B. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners of Units which are separated by said party wall. Declarant reserves and each owner grants a reciprocal easement for access to the premises of the other for the purpose of performing repair or maintenance work to the party wall and any utility services contained therein.

C. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has use of the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

D. Protection from Weather. Notwithstanding any other provision of this Article, any Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

E. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

## ARTICLE XII GENERAL PROVISIONS

A. Enforcement. The Association, in the first instance, or any Owner, should the Association fail to act within a reasonable time, shall have the right to enforce, by any proceeding at law or in equity, all limitations, restrictions, liens and charges now or hereafter imposed by the provisions of this Declaration, or any amendment hereto. Failure by the Association or by any Owner to enforce any limitation, condition, reservation, lien, charge, covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Deeds of conveyance of said property, or any part thereof, and each and all such restrictive covenants shall be valid and binding upon the grantee. Violations of any one or more of these covenants, conditions, and restrictions shall not affect the lien of any mortgage or deed of trust now of record or which hereafter may be placed of record upon said Units or any part thereof.

B. Severability. Invalidation of any one of these covenants, conditions or restrictions, or any portion thereof, by judgment or court order shall not affect the validity or enforceability of any other covenant, condition or restriction or any portion thereof, the provisions of which shall remain in full force and effect.

C. Term. These covenants, conditions and restrictions run with the land and shall be binding upon all parties and all persons claiming under them, for a period of 20 years from the date they are recorded, after which time said protective covenants shall be automatically extended for successive periods of 10 years unless an instrument executed by the owners of two-



thirds (2/3) of the land described in Article I, paragraph A has been recorded agreeing to terminate said protective covenants or change them in whole or in part. Each Unit, regardless of size or of any deeded ownership interest, shall be entitled to one vote under this Section.

D. Amendment. This Declaration may be amended by an instrument signed by the owners of at least two-thirds (2/3) of the land described in Article I, paragraph A, which instrument has been recorded, agreeing to such amendment. Each Unit, regardless of size or of any deeded ownership interest, shall be entitled to one vote under this Section.

E. Construction. This Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan and scheme for the development of a commercial office condominium project and for the maintenance of common facilities and areas. The provisions hereof shall be construed in a manner which will effectuate the annexation to and merger into the project of additional land. The Article and paragraph headings have been inserted for convenience only and shall not be considered or referral to in resolving questions of interpretation or construction.

1. All terms and words used in this Declaration regardless of the gender used shall be deemed and construed to include any other gender, masculine, feminine or neuter, as the context or sense of this Declaration or any part hereof may require.
2. Whenever the words and symbol "and/or" are used in this Declaration, it is intended that this Declaration be interpreted and the sentence phrase or other part be construed in both its conjunctive and disjunctive sense, phrase or other part, and as having been written, twice, once with the word "and" inserted, and once with the word "or" inserted, in the place of said words and symbol "and/or".

F. Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered 24 hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each person at the address given by such person to the Association for the purpose of service of such notice or the address of the Unit of such person if no address has been given. Such address may be changed from time to time by giving notice in writing to the Association.

G. No Partition. There shall be no judicial partition of the Property or any part hereof, nor shall Declarant or any Owner or other persons acquiring any interest in the Property, or any part thereof, seek any such judicial partition, unless and until the happening of the conditions set forth in Article VII, paragraph C hereof shall occur; provided, however, that if any Unit shall be owned by two or more co-tenants as tenants-in-common or as joint tenants nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants.

IN WITNESS WHEREOF, the Declarant has executed this instrument the day and year first above written.



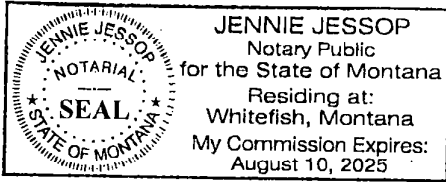
STAR LLC:

Mark Gillette, Member of Declarant

STATE OF MONTANA     )  
  ) ss.  
County of Flathead     )

On this 24<sup>th</sup> day of July, 2025, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Mark Gillette, known to me to be the person who signed the foregoing instrument on behalf of Star LLC, a Montana limited liability company, whose name is subscribed to the foregoing instrument and acknowledged that he executed the same in his capacity as a member thereof.

IN WITNESS WHEREOF, I have hereunto set my signature and affixed my Notarial Seal the date first above written.

  
Print Name: Jennie Jessop  
Notary Public for the State of Montana



**BY-LAWS**

**OF**

**101 JEWEL BASIN COMMERCIAL CONDOS OWNERS ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND LOCATION** The name is the 101 Jewel Basin Commercial Condos Owners Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 101 Jewel Basin Court, Bigfork, MT 59911, but meeting of members and directors may be held at such places within the State of Montana, County of Flathead, as may be designated by the Board of Directors.

**ARTICLE II**

**Section 1** "Association" shall mean and refer to The 101 JEWEL BASIN COMMERCIAL CONDOS OWNERS ASSOCIATION, INC., it's successors and assigns.

**Section 2** "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions of The 101 Jewel Basin Commercial Condos Owners Association, Inc., and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 3** "Unit" shall mean and refer to each Condo Unit, 101 Jewel Basin Court, Unit 1, Bigfork, MT; 101 Jewel Basin Court, Unit 2, Bigfork, MT; 101 Jewel Basin Court, Unit 3, Bigfork, MT, as more particularly described in Declaration of Unit Ownership of The Jewel Basin Commercial Plaza, according to the map and plat thereof, and additional Units that may be added at a later date in accordance with the Declaration and Montana Law.

**Section 4** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 5** "Declarant" shall mean and refer to Star LLC.

**Section 6** "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk and Recorder, Flathead County, Montana.





Section 7 "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

**ARTICLE III**  
**MEETING OF MEMBERS**

Section 1 Annual Meetings. The first annual meeting of the members shall be held January 1, 2025 and each subsequent annual regular annual meeting of the members shall be held on a date to be determined by the Board of Directors. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2 Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request by a majority of the members who are entitled to vote.

Section 3 Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote, thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4 Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Unit.

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**ARTICLE IV**  
**BOARD OF DIRECTORS: SELECTION - TERM OF OFFICE**

Section 1     Number. The affairs of the Association shall be managed by a board of three (3) directors, who are member of the Association.

Section 2     Term of Office. At the first annual meeting the members shall elect three (3) directors for one-year terms.

Section 3     Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the member of the Association. In the event of deal, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired time of his or her predecessor.

Section 4     Compensation. No director shall receive compensation for any service he may render in the Association. However, any director may be reimbursed for his or her actual expense incurred in the performance of his or her duties.

Section 5     Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

**ARTICLE V**  
**NOMINATION AND ELECTION OF DIRECTORS**

Section 1     Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as may nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2     Election to the Board of Directors shall be by secret written ballot. At such election the member or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.



**ARTICLE VI**  
**MEETINGS OF DIRECTORS**

Section 1     **Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hours as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2     **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VII**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1     **Powers.** The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the property and common elements, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meeting of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2     **Duties.** It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the member at the annual meeting of the members;



- (b) supervise all officers; agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (1) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;
  - (2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;
  - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by a person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;
- (g) cause the Common Area to be maintained.

**ARTICLE VIII**  
**OFFICERS AND THEIR DUTIES**

Section 1      Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such officers as the Board may from time to time by resolution create.

Section 2      Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3      Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.



Section 4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any other time specified therein,

and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8 Duties. The duties of the officers are as follows:

**President**

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

**Vice-President**

- (b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**Secretary**

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all the papers requiring said seal; serve notice of meetings of the board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.



**Treasurer**

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare and annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

**ARTICLE IX**  
**COMMITTEES**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE X**  
**ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same of foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuser of the Common Area or by abandonment of his or her lot.

**ARTICLE XI**  
**AMENDMENTS**

Section 1 These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by a proxy.

Section 2 In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in case of any conflict between the Declaration and these By-Laws, the Declaration shall control.



**ARTICLE XII**  
**MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year.

DATED: 7/24, 2025.

Star, LLC:

Mark Gillette, Member

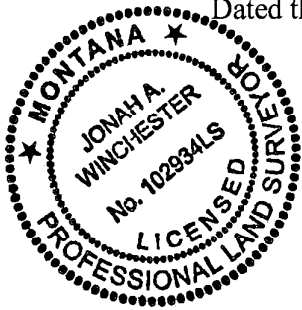


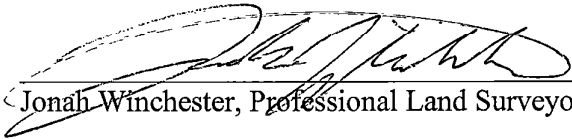
PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

I, Jonah Winchester, being a duly licensed registered professional land surveyor in the State of Montana, do hereby certify the following:

That the floor plans for the condominiums depicted, which are attached hereto and incorporated by reference, truly and accurately depict the layout, location, unit design, and dimensions as built of the 101 Jewel Basin Commercial Condos.

Dated this 13<sup>th</sup> day of August, 2025.



  
Jonah Winchester, Professional Land Surveyor

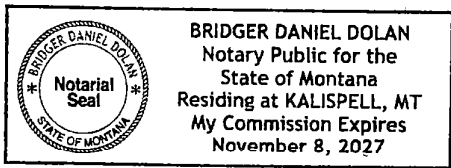
Professional Registration No. 102934LS

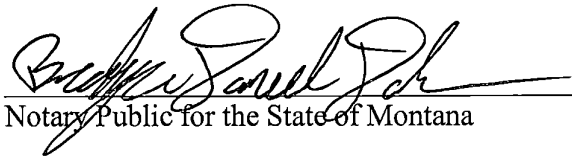
STATE OF MONTANA     )  
  ) ss  
County of Flathead     )

On this 13<sup>th</sup> day of August, 2025, before me, a Notary Public for the State of Montana, personally appeared Justin Stefank, licensed land surveyor, known to me to be the person whose name is subscribed to this instrument and acknowledged to me that he executed the same.

Jonah Winchester *ADA*

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



  
Notary Public for the State of Montana

Printed Name of Notary: Bridger Daniel Dolan

Residing at Kalispell, Montana

My Commission Expires: November 8, 2027



Plat Room  
Flathead County, Montana  
800 S. Main St.  
Kalispell, MT 59901  
(406) 758-5510

This Form is for Condominiums Only

FOR: Star LLC

DATE: 7/31/2025

DESCP: 101 Jewel Basin  
Commercial Condos  
24-27-20

PURPOSE: Declaration of  
Unit Ownership

YEARS

ASSESSOR #

2022 thru 2024

0501473

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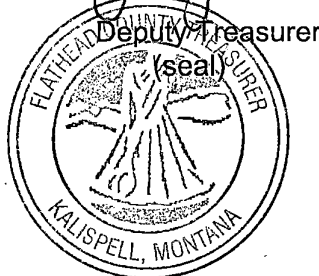
\_\_\_\_\_

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\_\_\_\_\_

I hereby certify that there are no outstanding taxes on the property assigned the assessor numbers listed above, for the years indicated for each assessor number.

AUG 19 2025 Jody Workman





STATE OF MONTANA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
CERTIFICATE OF SUBDIVISION PLAT APPROVAL  
(Section 76-4-101 et seq.)

TO: County Clerk and Recorder E.Q. #25-1696  
Flathead County  
Kalispell, Montana

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as Amended Plat of Lot 8 of Jewel Basin Plaza Rewrite:

A Tract of land located in the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  Section 24, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana as found in the records of the Flathead County Clerk & Recorder,

consisting of 1 lot (Lot 8) has been reviewed by personnel of the Water Quality Division, and,

THAT the documents and data required by ARM Chapter 17 Section 36 have been submitted and found to be in compliance therewith, and,

THAT this Certificate supersedes **EQ #05-2388** dated the 26th day of October 2005, for Lot 8 only, and all previous copies should be marked superseded, except that the original conditions not changed by this approval are still in effect, and,

THAT the approval of the Plat is made with the understanding that the following conditions shall be met:

THAT the lot size as indicated on the Plat to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT Lots 8 shall be used for three commercial units, and,

THAT the water supply shall be provided through service connection to the Bigfork Water and Sewer District's public water system ID# MT0000262, and,

THAT wastewater collection and treatment shall be provided through service connections to the Bigfork Water and Sewer District public wastewater system, and,

THAT water supply systems and sewage treatment systems will be located as shown on the approved plans, and,

THAT the operation and maintenance of water supply shall be the responsibility of Bigfork Water and Sewer District, and,

THAT the stormwater design requires site grading and one retention pond with a minimum volume of 1,214 cubic feet and 6-inch storm drainage piping to be constructed and located on the lot in accordance with the approved plans, and,

THAT the operation and maintenance of the stormwater facilities shall be the responsibility of the



lot owner, and,

THAT the developer and/or owner of record shall provide each purchaser of property with a copy of the Plat, approved location of water supply and sewage treatment system as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

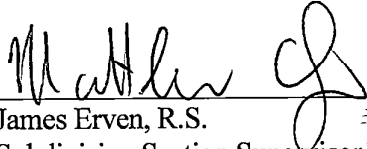
THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality, and,


THAT pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the reviewing authority under Title 76, Chapter 4, MCA, and local board of health officer having jurisdiction, before filing a subdivision plat with the county clerk and recorder.

YOU ARE REQUESTED to record this certificate by attaching it to the Plat filed in your office as required by law.

DATED this 25<sup>th</sup> day of September 2025.

SONJA NOWAKOWSKI  
DIRECTOR

By:   
James Erven, R.S.  
Subdivision Section Supervisor  
Engineering Bureau – Water Quality Division  
Department of Environmental Quality



Owner's Name: Rod Macfarlane



REVIEW OF TOWNHOME, TOWNHOUSE OR CONDOMINIUM DECLARATION

Date: July 29, 2025

Name of Declaration: 101 JEWEL BASIN COMMERCIAL CONDOS

The Sanitation in Subdivisions Act requires townhome, townhouse or condominium declarations to meet one of three conditions prior to being recorded with the county clerk and recorder. § 76-4-122, M.C.A. The attached declaration has been reviewed and it has been determined:

       The condition has NOT been met and the declaration will not be recorded.

       A condition has been met and the declaration will be recorded, more specifically:

  X   1) A certificate of subdivision approval has been issued pursuant to § 76-4-114, M.C.A. indicating the reviewing authority has approved the subdivision and the subdivision is not subject to a sanitary restriction;

Or

       2) The person wishing to file the declaration has obtained a certificate from the governing body certifying authority that the subdivision will be provided with adequate municipal or county water and/or sewer district facilities and adequate storm water drainage;

Or

       3) The person wishing to file the declaration has placed on the declaration an acknowledged certification that the subdivision is exempt from review under this part. The certification must quote in its entirety the wording of the applicable exemption.

Or

       4) The condominiums predate current Sanitation in Subdivisions (Title 76-4 Part 1, MCA) subdivision definition as stated in Title 76-4-102(23)

Approved: *Rebbie Person*  
Flathead County Clerk & Recorder

Reviewed by: *Wanda Jacob MS.*  
Flathead City-County Health Department



**ORIGINAL**



40 11th Street West, Ste. 220  
Kalispell, MT, 59901  
OFFICE: (406) 751-8200  
EMAIL: [planning.zoning@flathead.mt.gov](mailto:planning.zoning@flathead.mt.gov)  
WEB: [flathead.mt.gov/planning\\_zoning](http://flathead.mt.gov/planning_zoning)

**August 28, 2025**

Bridger D. Dolan  
PO Box 918  
Kalispell, MT 59901

RE: CERTIFICATE OF CONDOMINIUM COMPLIANCE—101 JEWEL BASIN COMMERCIAL CONDOS

To Whom It May Concern:

Pursuant to 70-23-301(8), M.C.A., you requested that the Flathead County Planning and Zoning Office provide certification for a condominium on property located at 101 Jewel Basin in Bigfork, MT. The subject property can be further described as:

Lot 8 of the Amended Plat of Lot 8 of Jewel Basin Plaza, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

This office has considered the proposed condominium to ensure that the condominiums are either exempt from review under 76-3-203(1)(b), M.C.A., or have been approved following review under Title 76, Chapter 3, Parts 5 and 6 of M.C.A. The property is zoned **B-3 (Community Business)**, and commercial uses are permitted within the B-3 zone. The condominium proposal shall be constructed in conformance with B-3 zoning regulations pertaining to bulk and dimensional requirements, landscaping, and parking requirements, as required under 76-3-203(1)(b), M.C.A. Based on the submitted Declaration of Unit Ownership and supporting documentation, this letter serves as certification from the Flathead County Planning and Zoning Department that the proposal is allowed without further review.

Please do not hesitate to contact me if you have any questions or if this office can be of any further assistance in taking care of the matter.

Sincerely,

Erik K. Mack, AICP | Planning Director  
Flathead County Planning and Zoning

Cc: Star, LLC  
1063 Silvertip Dr N.  
Kalispell, MT 59901