

**WHEN RECORDED RETURN TO:**

Buckwalter Law Firm, PLLC  
40 Second Street East, Suite 222  
Kalispell, MT 59901



Debbie Pierson, Flathead County MT by JW

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Page: 1 of 10  
Fees: \$80.00  
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★ 0529950, 0980367-0980374 SC ★

**FIRST AMENDMENT TO AMENDED AND RESTATED  
DECLARATIONS OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF FOY'S LAKE ESTATES**

WHEREAS, on February 10, 1993, a Declaration of Covenants, Conditions and Restrictions of Foys Lake Estates ("Original Declaration") was recorded as Document No. 199304110410 in the Flathead County Clerk and Recorder's Office, establishing certain restrictions on the use of and for the benefit of Foys Lake Estates Subdivision, according to the map or plat thereof on file in Flathead County, Montana.

WHEREAS, on April 27, 2017, an Amended and Restated Declarations of Covenants, Conditions and Restrictions of Foy's Lake Estates ("Amended Declaration") was recorded as Document No. 201700008317 in the Flathead County Clerk and Recorder's Office, amending and replacing in their entirety the Original Declaration.

WHEREAS, THE Amended Declaration, Article I entitled "USE AND BUILDING COVENANTS," Section 2 "Use" addresses the use of each Lot within the Foys Lake Estates Subdivision.

WHEREAS, the Amended Declaration, Article III entitled "MISCELLANEOUS," Section 3 "Amendment" provides that the Declaration may be amended at any time by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lot Owners.

WHEREAS, at least seventy-five percent (75%) of the Lot Owners within Foys Lake Estates, desire and have consented to amend the Amended Declaration pursuant to Article III, Section 3.

NOW, THEREFORE, the Amended Declaration is amended as follows:

1. Article I, Section 2. USE, shall be amended to add the following section:

**F. In order to prevent transient occupancy, no Lot, residence and/or guest house, or any portion thereof shall be leased for a period of less than nine (9) months. Additionally, no Lot, residence and/or guest house or any portion thereof shall be used as a short-term rental, as that term is defined in the**



**Flathead County Zoning Regulations to include, but not be limited to, VRBO, Airbnb or the like.**

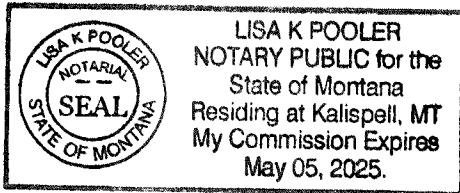
I, William T. Bolstad, as President of the Homeowners Association for Foy's Lake Estates, Inc., hereby certify that at least seventy-five percent (75%) of the Owners of the Lots of Foy's Lake Estates have approved the foregoing First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of Foy's Lake Estates and the same is approved by all necessary parties and upon recording the Clerk and Recorder's Office of Flathead County, Montana, shall be in full force and effect.

HOMEOWNERS ASSOCIATION OF FOY'S LAKE ESTATES, INC.

By: W T Bolstad  
William T. Bolstad, President

STATE OF MONTANA )  
 ) :ss  
County of Flathead )

This instrument was acknowledged before me on the 1<sup>st</sup> day of July, 2022, by William T. Bolstad, as President of Homeowners Association of Foy's Lake Estates, Inc.



Lisa K Pooler  
Notary Public for the State of Montana  
Printed Name: LISA K Pooler  
Residing at: Kalispell MT  
My Commission Expires: 05/05/2025



CONSENT AND APPROVAL ARE HEREBY GIVEN TO THE FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOY'S LAKE ESTATES.

LOT 1 (Assessor #0529950)

BOUGHTON FAMILY TRUST DATED DECEMBER 12, 1994

By: *Thomas C. Boughton*  
Thomas Charles Boughton, Co-Trustee

Date: 6/27/22

By: *Madelyn Kay Boughton*  
Madelyn Kay Boughton, Co-Trustee


Date: 6/27/22




CONSENT AND APPROVAL ARE HEREBY GIVEN TO THE FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOY'S LAKE ESTATES.

**LOT 2 & 3 (Assessor #0980367 & 0980368)**

THE VEINS MANAGEMENT TRUST OF 2006

By:   
Andrew E. Veins, Co-Trustee

Date: 6/27/2022

By:   
Linda D. Veins, Co-Trustee

Date: June 27, 2022




CONSENT AND APPROVAL ARE HEREBY GIVEN TO THE FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOY'S LAKE ESTATES.

LOT 4 (Assessor #0980369)

  
\_\_\_\_\_  
Neal O. Knutson

Date: 6/27/22

  
\_\_\_\_\_  
Robin D. Knutson

Date: 4/27/22

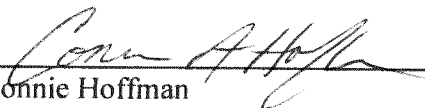


CONSENT AND APPROVAL ARE HEREBY GIVEN TO THE FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOY'S LAKE ESTATES.

**LOT 5 (Assessor #0980370)**

  
\_\_\_\_\_  
Bill Hoffman

Date: 6/28/2022

  
\_\_\_\_\_  
Connie Hoffman

Date: 6/27/2022



CONSENT AND APPROVAL ARE HEREBY GIVEN TO THE FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOY'S LAKE ESTATES.

LOT 6 (Assessor #0980371)

*W T Bolstad*  
William T. Bolstad

Date: *JULY 27, 2022*

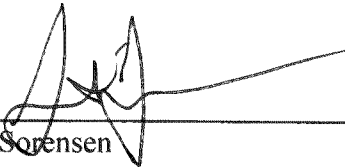
*Linda Ann Bolstad*  
Linda Ann Bolstad

Date: *JUNE 27, 2022*



CONSENT AND APPROVAL ARE HEREBY GIVEN TO THE FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOY'S LAKE ESTATES.

**LOT 7 & 8 (Assessor #0980372 & 0980373)**

  
\_\_\_\_\_  
Justin Sorensen

Date: 6/30/22

  
\_\_\_\_\_  
Anne Sorensen

Date: 6/30/22





CONSENT AND APPROVAL ARE HEREBY GIVEN TO THE FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOY'S LAKE ESTATES.

**LOT 9 (Assessor # 0980374)**

THE RICHARD AND KAREN LAUER FAMILY TRUST, U/T/D DECEMBER 9, 2011

By: Richard H. Lauer  
Richard H. Lauer, Co-Trustee

Date: 06/27/2022

By: Karen J. Lauer  
Karen J. Lauer, Co-Trustee

Date: 6-27-22

**EXHIBIT A**

**Legal Description**

- LOT 1:** LOT ONE (1) OF FOY'S LAKE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD OF FLATHEAD COUNTY, MONTANA.
- LOT 2 & 3:** Lots 2 and 3 of Foy's Lake Estates, according to the official plat thereof, filed in the official records of Flathead County, Montana.
- LOT 4:** Lot Four (4) Foy's Lake Estates, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.
- LOT 5:** Lot 5 of Foy's Lake Estates Subdivision, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.
- LOT 6:** Lot 6 of Foy's Lake Estates Subdivision, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.
- LOT 7 & 8:** Lot 7 of Foy's Lake Estates Amended Lots 7 and 8, according to the map or plat thereof on file and of record in the Office of the Clerk and Recorder of Flathead County, Montana.
- LOT 9:** LOT 9 OF THE AMENDED PLAT LOTS 8 AND 9 OF FOY'S LAKE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.

When recorded return to:  
William T. Bolstad  
145 Granite Hill Road  
Kalispell, MT 59901



Debbie Pierson, Flathead County MT by DD

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Page: 1 of 11  
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AMENDED AND RESTATED DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOY'S LAKE ESTATES

This Amended and Restated Declarations of Covenants, Conditions, and Restrictions of Foy's Lake Estates is made this 24 of April 2017, and has been approved by at least seventy-five percent (75%) of the lot owners in Foy's Lake Estates, according to the map or plat thereof on file in Flathead County, Montana, the preceding Covenants, Conditions and Restrictions of which were dated January 7, 1993 and recorded on February 10, 1993 as Reception No. 199304110410, records of Flathead County, Montana, and such preceding Covenants, Conditions and Restrictions are hereby amended and replaced in their entirety by this document, the Amended and Restated Declarations of Covenants, Conditions and Restrictions.

WITNESSETH:

WHEREAS, a Declarations of Covenants, Conditions and Restrictions of Foy's Lake Estates was recorded as Reception No. 199304110410 in the Flathead County Clerk and Recorder's Office ("Declaration"), establishing certain restrictions on the use of and for the benefit of Foy's Lake Estates Subdivision, according to the map or plat thereof on file in Flathead County, Montana, which is more particularly described in the attached and incorporated Exhibit A.

WHEREAS, the Declaration, Article IV entitled "MISCELLANEOUS," Section 3 "AMENDMENT" provides that the Declaration may be amended at any time by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots.

WHEREAS, at least 75% of the lot owners within Foy's Lake Estates, desire and have consented to amend and restate the Declaration pursuant to Article IV, Section 3.

NOW THEREFORE, the Declaration is amended and restated as follows, and all of the properties described above, shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the tracts encompassed thereby, and which shall run with the land and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof:

1. DEFINITIONS

0529950, 0980367, - 0980374





- A. "Declarants" shall mean and refer to William T. Bolstad and Linda A. Bolstad, their successors and assigns.
- B. "Lot" shall mean and refer to each tract of land created by the Foy's Lake Estates Plat except for the private roads. The Declarants, and their successors and assigns, shall not have the right to divide Lot 6 into two lots and such subdivision is not permitted.
- C. "Properties" shall mean and refer to the real property which is made subject to the covenants by the Declaration and this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Foy's Lake Estates or by later annexation.
- D. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot 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.
- E. "Common Areas" shall mean that property which is held in undivided interests by the owners of the Lots, include the private roadway known as Granite Hill Road, the parcel designated "Homeowner's Park" and the parcel designated "Natural Area". Each deed conveying title to a Lot shall also convey title to an undivided one ninth interest in the Common Areas.

## ARTICLE I

### USE AND BUILDING COVENANTS

1. PURPOSE. The Properties described in DEFINITIONS Paragraph 1 hereof is subjected to the conditions, covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve so far as practicable the natural beauty of said property; to guard against the erection thereon of structure built of improper or unsuitable material; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon with the appropriate locations; to secure and maintain property setbacks from streets and adequate free space between structures, and, in general to provide adequately for a high quality of improvements on said Properties and thereby to enhance the values of improvements made by purchasers of building sites therein. Certain lots abut Middle Foy's Lake and it is not the intent of this provision to restrict, in any way, the right of the owners of said lots to remove dead or down tree or any other debris in cleaning up the lakeshore.
2. USE
  - A. The premises may be used only for single family residences. No lot shall be subdivided in any manner that would result in a lot less than five acres in size and any subdivision of a Lot shall be accomplished in accordance with the Flathead County Subdivision Regulations. Two or more continuous whole lots, if owned by the same owner, may be combined to constitute one whole lot. Use of Foy's Middle Lake is subject to the



restrictions set forth in the covenants recorded at book 499, Page 627, Records of Flathead County, Montana.

- B. Lot 6 may not be subdivided to form 2 lots.
  - C. Existing woodland shall be preserved to the extent reasonable. No trees or bushes may be cut or trimmed except in accordance with a landscaping or fire protection plan approved by the Architectural Control Officer.
  - D. Television antennas and satellite receivers may not be installed except in locations which will not be visible from the roadway and only after approval by the Architectural Control Officer.
  - E. All utility service shall be underground.
3. NEW CONSTRUCTION. All buildings or structures erected, altered placed or permitted to remain upon any lot shall be of new construction.
4. TEMPORARY AND PREFABRICATED STRUCTURES. No trailer, basement, tent, shack, garage, barn or prefabricated building erected or placed on any Lot shall be used as a residence, either temporarily or permanent.
5. DWELLING SIZE. No dwelling shall be permitted on any Lot the ground floor of which is less the Twenty Five Hundred Square Feet (2500) of living area for a single level dwelling. Multiple level dwellings may not have less than Two Thousand Square Feet (2000) of main floor living area. No dwelling shall have less than a 2 car enclosed garage nor larger than a three car enclosed garage, unless approved by the Architectural Control Officer. For purposes of this paragraph, the basement, porches, steps and garage shall not be considered part of the living area. No dwelling shall exceed two stories in height above the natural grade without the permission of the Architectural Control Officer.
6. DWELLING CONSTRUCTION.
- A. All dwellings shall be constructed to be permanent in nature. Except for used brick, beams, and the like designed to be an integral part of the architecture of the building, only new materials may be used. All construction materials and methods shall be submitted and approved prior to construction, pursuant to Article II.
  - B. Roofing materials shall be Class A or B fire retardant shingles. Steel roofing is permitted.
  - C. A "defensible space" shall be provided around each structure meeting the guidelines established by the State Land Department.
  - D. Debris from land clearing shall be properly disposed of at the county Landfill or other approved site.
  - E. Driveways shall be constructed to a minimal width of 15 feet with maximum grade not to exceed 8% if possible.
  - F. Home addresses shall be posted at the intersection of each driveway with Granite Hill Road. Numbers shall be 3 inches high and legible from a distance of 100 feet.
  - G. Each Lot, when developed, shall provide a T- type turn around for a 30 foot emergency vehicle, where possible.



7. **BUILDING EXCAVATION/FOUNDATIONS.** All materials created during excavation and construction upon the property shall be used on the Lot to establish the proper site drainage and terrain for landscaping. The maximum exposed foundation above grade shall be eighteen inches (18") unless otherwise permitted by the Architectural Control Officer. All footings and foundations will be poured concrete or concrete block construction.
  
8. **NUISANCES.**
  - A. No noxious or offensive activities shall be carried on upon any building site or common areas, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including, without limitation, music or other amplified sound capable of being heard in adjacent houses, and persistently barking dogs.
  - B. No open burning shall be permitted except for recreational fire, which shall be permitted only with due regard to safety.
  
9. **SIGNS.** No signs, billboard or advertising devices of any kind shall be displayed to the public view on any lot except for one unlighted sign of not more than five square feet in any area. Lot number signs at the intersections of driveways and Granite Hill Road shall be excluded from this requirement.
  
10. **ANIMALS.** No swine or poultry of any kind shall be raised, bred or kept on any lot. Other animals may be kept provided that they are in reasonable numbers and are not kept, bred or maintained for commercial purposes. All such animals shall be confined to the owner's premises except when under the direct control and supervision of a responsible person.
  
11. **GARBAGE AND REFUSE DISPOSAL.** No building site shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. And any rubbish, trash, garbage or waste shall be kept in sanitary containers. All equipment utilized in the storage or disposal of such material shall be kept in a clean and sanitary condition. Garbage receptacles shall not be visible from any roads, except as placed for pickup by a disposal service for the time required. Each Lot Owner shall be responsible for contracting with a disposal service for removal of solid wastes.
  
12. **HOMEOWNER'S ASSOCIATION FOR FOY'S LAKE ESTATES, INC.** The Homeowner's Association for Foy's Lake Estates, Inc. (the "Association") has been formed and shall be responsible for the ownership and maintenance of the common area, including snow removal from and the maintenance of Granite Hill Road. A dust abatement program shall be implemented by the Association with the maintenance occurring as needed on Granite Hill Road.
  
13. **MEMBERSHIP.** Every Owner of a Lot which is subject to assessment for the care and maintenance of the Common Area shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.



14. VOTING. Each Lot shall be entitled to one vote. When more than one person holds an interest in any Lot, all such persons shall be members. The voting for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Given that there are only 9 Lots in the Foy's Lake Estates Subdivision, the members may conduct voting by written ballot as opposed to voting at a regular or special meeting of the members.

15. ASSESSMENTS. The Declarants and Owners, for each Lot owned by them hereby covenants and agree, and each Owner of any Lot by acceptance of the deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments, such assessment to be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made; and, in addition, shall be a personal obligation of the Owner(s) of each Lot. The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the common areas. The Board of Directors of the Association shall fix the annual assessment against each lot once a year. Written notice of the annual assessment shall be sent to every Owner subject thereto and an assessment not paid by April 1 of each year shall bear interest from that date at the rate of (6%) 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 provided for herein by nonuse of the common area or abandonment of his Lot.

16. COMMON AREAS. Every Owner shall have a right and easement of enjoyment in and to the common areas, which shall be appurtenant to and shall pass with the title to every lot. No buildings or improvements shall be erected on those areas designated "Homeowner's Park" or "Natural Area" except that latter area may be fenced and may be made available to the Owner of Lot 8 for pasturage for a reasonable number of horses or permitted livestock, so long as such use does not derogate from the present beauty and vegetation of the area. The common areas with the exception of the roads shall not be sold or transferred to the city, county, state or any governmental entity, but shall be preserved in their natural condition.

## ARTICLE II

### ARCHITECTURAL CONTROL

ARCHITECTURAL CONTROL OFFICER: Shall consist of the one of the officers of the Homeowner's Association for Foy's Lake Estates, Inc. appointed by the Board of Directors.

1. No building, fence, wall, or other structure shall be commenced, erected, or placed, or maintained upon any Lot, nor shall any addition to, or change or alteration in any existing structure shall be made until plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing, as to the harmony of the external design and location in relation to the surrounding structure and topography and native vegetation and quality of construction by the Architectural Control Officer. In the event said committee fails to approve or disapprove such design or location within fifteen (15) days after



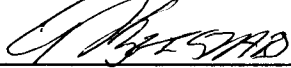
said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

ARTICLE III

MISCELLANEOUS

1. ENFORCEMENT. The Association, The Architectural Control Officer or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions covenants, reservations, liens, and charges now or hereafter imposed by the provision of the this Amended and Restated Declarations of Covenants, Conditions, and Restrictions of Foy's Lake Estates. Failure by the association, Architectural Control Committee or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter.
2. SERVERABILITY. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
3. AMENDMENT. THE COVENANTS AND RESTRICTIONS OF THIS Declaration shall run with and bind the land for a term of twenty(20) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten(10) years. The Declaration may be amended at any time by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lot Owners.  
The covenants and restrictions shall not be amended as to impose conditions of subdivision approval imposed by Flathead County without the written consent of the Flathead County board of Commissioners.
4. ANNEXATION. Additional residential property and Common area may be annex to the Properties at any time by the Declarants, otherwise upon approval by a majority of the Board of Directors of the Association.
5. RULE AGAINST PERPETUITIES. If any of the options, privileges, covenant or rights created by this declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one years after the termination of the existence of the developer.

I, William T. Bolstad, as President of the Homeowner's Association for Foy's Lake Estates, Inc., hereby certify that at least seventy-five percent (75%) of the Owners of the Lots of Foy's Lake Estates have approved the foregoing Amended and Restated Declarations of Covenants, Conditions, and Restrictions of Foy's Lake Estates and the same is approved by all necessary parties and upon recording in the Clerk and Recorder's Office of Flathead County, Montana shall be in full force and effect.

  
\_\_\_\_\_  
William T. Bolstad, President

Dated: April 24, 2017





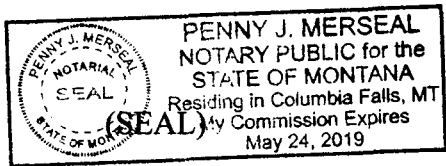
STATE OF MONTANA )

:SS

County of Flathead )

On this 24<sup>th</sup> day of April, 2017, before me, the undersigned, a Notary Public for the State of Montana, personally appeared William T. Bolstad, as President of Homeowner's Association for Foy's Lake Estates, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate last above written.



Penny J. Merseal  
Notary Public for the State of Montana  
Printed Name: Penny J. Merseal  
Residing at: Columbia Falls, MT  
My Commission Expires: May 24, 2019



**EXHIBIT A**

**DESCRIPTION**

A tract of land located in the Southeast ¼ of Section 22 and in the Southwest ¼ of Section 23, all in Township 20 North, Range 22 West, Principal Meridian Montana, Flathead County Montana, being more particularly described as follows:

Beginning at the Southeast corner of Section 22, T20N, R22W, P.M.M.; thence South 88°45'42" West along the South line of said Section 22, a distance of 299.99 feet to the POINT OF BEGINNING; thence continuing along said line South 88°45'42" West a distance of 1,008.67 feet to the Southwest corner of the Southeast ¼ of the Southeast ¼ of said Section 22; thence North 01°09'31" West along the West line of said SE¼ SE¼, a distance of 2,174.03 feet to the Southwest corner of Lake Shore Hills Subdivision No. 1; thence North 89°07'32" East a distance of 1,430.00 feet to the mean high water line of Middle Foy's Lake; the following nineteen courses are along said mean high water line; thence South 14°29'21" West a distance of 96.65 feet; thence South 05°44'29" East a distance of 54.47 feet; thence South 26°00'41" East a distance of 15.16 feet; thence South 23°40'40" West a distance of 45.22 feet; thence South 03°50'57" East a distance of 26.49 feet; thence South 51°47'41" East a distance of 15.35 feet; thence South 62°06'20" East a distance of 17.61 feet; thence South 32°45'03" East a distance of 35.22 feet; thence South 25°53'42" East a distance of 59.61 feet; thence South 51°05'01" East a distance of 80.48 feet; thence South 72°39'26" East a distance of 110.66 feet; thence South 70°14'01" East a distance of 102.37 feet; thence South 74°24'30" East a distance of 205.86 feet; thence South 60°06'25" East a distance of 130.09 feet; thence South 63°10'13" East a distance of 177.80 feet; thence South 57°19'22" East a distance of 157.99 feet; thence South 59°44'51" East a distance of 110.22 feet; thence South 65°12'22" East a distance of 99.11 feet; thence South 85°39'37" East a distance of 90.86 feet to the intersection of said mean high water line and the West 1/16 line of Section 23, T20N, R22W, P.M.M.; thence South 60°42'23" West along said 1/16 line, a distance of 630.00 feet; thence South 66°07'34" West a distance of 253.75 feet; thence South 48°53'25" West a distance of 288.13 feet; thence North 65°36'36" West a distance of 277.12 feet; thence South 88°30'25" West a distance of 178.40 feet; thence South 67°30'25" West a distance of 163.75 feet; thence South 39°30'25" West a distance of 198.37 feet; thence South 61°13'23" West a distance of 359.59 feet; thence South 41°19'49" West a distance of 179.54 feet to the POINT OF BEGINNING.

The above described tract of land contains 95.587 acres, more or less, subject to and together with all easements of record and as depicted on this plat.

Said tract is designated and to be known as Foy's Lake Estates Subdivision located in the Southeast ¼ of Section 22 and in the Southwest ¼ of Section 23, all in Township 20 North, Range 22 West, Principal Meridian Montana, Flathead County, Montana.



CONSENT AND APPROVAL ARE HEREBY GIVEN TO THE AMENDED AND RESTATED  
DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOY'S LAKE  
ESTATES

**MEMBERS:**

X Thomas C. Broughton Dated: 4/22/17

X Madelyn K. Broughton Dated: 4/22/17

Thomas Charles Broughton and Madelyn Kay Broughton  
Co-Trustees of the Broughton Family Trust Dated December 12, 1994  
LOT #1  
143 N. Foys Lake Dr.  
Kalispell, MT 59901

X \_\_\_\_\_ Dated: \_\_\_\_\_

X \_\_\_\_\_ Dated: \_\_\_\_\_

Andrew E. and Linda D. Viens  
LOTS #2 and #3  
105 Granite Hill Rd  
Kalispell, MT 59901

X \_\_\_\_\_ Dated: \_\_\_\_\_

X \_\_\_\_\_ Dated: \_\_\_\_\_

Neal and Robin Knudson  
LOT #4  
PO Box 1618  
Kalispell, Mt. 59901

X \_\_\_\_\_ Dated: \_\_\_\_\_

X \_\_\_\_\_ Dated: \_\_\_\_\_

Bill and Connie Hoffman  
LOT #5  
~~\_\_\_\_\_~~ 1070 W. THREE MILE DR  
Kalispell, Mt 59901

CONSENT AND APPROVAL ARE HEREBY GIVEN TO THE AMENDED AND RESTATED DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOY'S LAKE ESTATES

**MEMBERS:**

X \_\_\_\_\_ Dated: \_\_\_\_\_

X \_\_\_\_\_ Dated: \_\_\_\_\_

Thomas Charles Broughton and Madelyn Kay Broughton  
Co-Trustees of the Broughton Family Trust Dated December 12, 1994  
LOT #1  
143 N. Foys Lake Dr.  
Kalispell, MT 59901

X \_\_\_\_\_ Dated: \_\_\_\_\_

X \_\_\_\_\_ Dated: \_\_\_\_\_

Andrew E. and Linda D. Viens  
LOTS #2 and #3  
105 Granite Hill Rd  
Kalispell, MT 59901

X Andrew E. Viens Dated: 4/22/2017

X Linda D. Viens Dated: April 22, 2017

Neal and Robin Knudson  
LOT #4  
PO Box 1618  
Kalispell, Mt. 59901

X \_\_\_\_\_ Dated: \_\_\_\_\_

X \_\_\_\_\_ Dated: \_\_\_\_\_

Bill and Connie Hoffman  
LOT #5

~~\_\_\_\_\_~~ **1070 W. THREE MILE DR**  
Kalispell, Mt 59901

X *William T. Bolstad*

Dated: *April 22, 2017*

X *Linda A. Bolstad*

Dated: *April 22, 2017*

William T. and Linda A. Bolstad  
LOTS #6, #7 AND #8  
145 Granite Hill Rd  
Kalispell, Mt 59901

X *Richard Lauer*

Dated: *04/23/2017*

X *Karen Lauer*

Dated: *April 23, 2017*

Richard and Karen Lauer  
LOT #9  
1926 NW 112<sup>th</sup> Circle, or 120 Granite Hill Rd  
Vancouver, Wa. 98685 Kalispell, Mt. 59901

APPROVED:  
AMENDING C. C & R's  
FOR FOY'S LAKE ESTATES  
CHICKENS TO BE ALLOWED  
(MAXIMUM 6)

NO ROOSTERS

Madelyn & Thomas Broughton  
Lot #1  
143 N. Foy's Lake Rd  
Kalispell, Mt 59901

X Madelyn Broughton

X Tom Broughton

Neal & Robin Knudson  
LOT #4  
PO Box 1618  
Kalispell, Mt 59901

X Robin Knudson

X Neal Knudson

William T & Linda A Bolstad  
Lot #6  
145 Granite Hill Rd  
Kalispell, Mt

X William T Bolstad 3/22/2020

X Linda Ann Bolstad 3/22/2020

Linda & Andy Viens  
LOTS #2 & #3  
105 Granite Hill Rd  
Kalispell, Mt 59901

X Andy Viens

X Linda Viens

Connie & Bill Hoffman  
Lot #5  
1070 Three Mile Dr  
Kalispell, Mt. 59901

X Connie Hoffman 3/24/2020

X Bill Hoffman 3/24/2020

Anne & Justin Sorenson  
Lots #7 & #8  
140 Granite Hill Rd  
Kalispell, Mt. 59901

X \_\_\_\_\_

RICHARD & KAREN LAUER  
Lot # 9  
120 GRANITE HILL RD  
Kalispell, MT

X Richard Lauer

X Karen Lauer

APPROVED:  
AMENDING C. C & R's  
FOR FOY'S LAKE ESTATES  
CHICKENS TO BE ALLOWED  
(MAXIMUM 6) ✓

NO ROOSTERS ✓

Madelyn & Thomas Broughton  
Lot #1  
143 N. Foy's Lake Rd  
Kalispell, Mt 59901

Linda & Andy Viens  
LOTS #2 & #3  
105 Granite Hill Rd  
Kalispell, Mt 59901

x Madelyn Broughton

x Andy Viens

x Tom Broughton

x Linda Viens

Neal & Robin Knudson  
LOT #4  
PO Box 1618  
Kalispell, Mt 59901

Connie & Bill Hoffman  
Lot #5  
1070 Three Mile Dr  
Kalispell, Mt. 59901

x Robin Knudson

x \_\_\_\_\_

x Neal Knudson

x \_\_\_\_\_

William T & Linda A Bolstad  
Lot #6  
145 Granite Hill Rd  
Kalispell, Mt

Anne & Justin Sorenson  
Lots #7 & #8  
140 Granite Hill Rd  
Kalispell, Mt. 59901

x William T Bolstad 3/22/2020

x Justin Sorenson

x Linda Ann Bolstad 3/22/2020

x Anne Sorenson 3/23/2020

RICHARD & KAREN LAUER  
Lot # 9  
120 GRANITE HILL RD  
Kalispell, MT

x Richard Lauer

x Karen Lauer