

BOOK 578 PAGE 04

DECLARATION OF UNIT OWNERSHIP OF BAY POINT ESTATES NO. 1

WHITEFISH, MONTANA

THIS DECLARATION, Made this 15<sup>th</sup> day of January, 1978, by  
RUSSELL C. STREET and MARY JANE STREET, husband and wife, of Whitefish,  
Montana, hereinafter referred to as "Developers".

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 Chapter 23, Title 87, RCM  
1947, as amended, hereinafter called "Act", and to comply with the applicable  
provisions thereof.

a. The lands owned by the Developers which are hereby  
submitted to the unit form of ownership are more particularly  
described in Exhibit "A" attached hereto and by this reference  
made a part hereof, and a map of which is attached hereto as  
Exhibit "A-1" and by this reference made a part hereof, which  
lands are hereinafter called the "land".

b. The name by which this property is identified is Bay  
Point Estates No. 1, herein called the "Project" and its address  
is Whitefish, Montana.

BOOK 579 PAGE 05

2. Definitions - The terms used herein shall have the meanings stated in the Act and as follows:

- a. A "Unit" means a part of the property, including one or more rooms, occupying a part or parts of a floor, intended for the use herein set out and with the direct exit to a public roadway or to a common area or area leading to a public roadway.
- b. "Unit Owner" means the person owning 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 the Bay Point Estates No. 1 Association, being all Unit Owners acting in a group in accordance with the Declaration and Bylaws.
- d. "Common Elements" shall be the following: (1) The land on which the building is located, except any portion thereof included in a Unit or made a Limited Common Element by the Declaration; (2) The foundations and footings, columns, beams, supports, exterior walls, walls dividing Units and roofs of the building; (3) Common parking areas; (4) Installation of central services including, but not limited to, gas, water and sewer pipes, electric wiring and conduits (except pipes, electric wiring and conduits situated entirely within a Unit and

BOOK 579 PAGE 06

serving only said Unit); (5) Utility Closet; (6) A right to use, in common with others, including any other Unit Owners of Projects hereinafter constructed by Developers on property owned by them, a beach area immediately adjacent to the shores of Whitefish Lake as will be defined and delineated by Developers; (7) A one-fortieth (1/40) interest (subject to increase by Developers) in an existing harbor and dock facility and tunnel entry way from Whitefish Lake to the existing harbor located on Property owned by the Developers and which 1/40th interest will be subject to the use by the Unit Owners subject to a charge for such use to be determined from time to time by the Association and other owners of said property, whether the owners be Unit Owners, members of other Associations than the Association created hereunder, or the Developers, the proceeds of which charges shall be allocated among the owners of said facilities in accordance with their ownership interest; (8) A one-fortieth (1/40) interest (subject to increase by Developers) in any recreational facilities, property or access roads which may later be constructed by Developers and which may be transferred by Developers to the Association and other Associations of Unit Owners to be used in common by the Unit Owners

BOOK 579 PAGE 07

and members of other Associations relative to future and additional buildings and Projects submitted to unit ownership under the Montana Unit Ownership Act.

e. "Limited Common Elements". As a furnace and hot water tank will serve two Units, the furnace and hot water tank serving Units A and B, and the space in which said furnace and hot water tank are located, will be reserved to the use of Units A and B, and the furnace and hot water tank serving Units C and D, and the space in which said furnace and hot water tank are located, will be reserved to the use of Units C and D, and the expense of maintenance and repair of such furnaces and hot water tanks shall be borne by the owners of the Units to whom the use is reserved.

All decks, either ground level or second floor, immediately adjacent to each Unit shall be a Limited Common Element for the use of each respective Unit to which said decks adjoin. The expense of maintenance and repair of such decks shall be common expenses of all Unit Owners.

f. "Property" means the land, 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.

BOOK 579 PAGE 08

g. "Unit Designation" means the number, letter or a combination thereof designating a Unit in the Project.

h. "Common Expenses" means: (1) expenses of administration, maintenance, repair or replacement of the Common Elements; (2) expenses agreed upon as common by all the Unit Owners, either in the Bylaws or by agreement, as provided by the terms of the Act; (3) expenses declared to be common by Section 67-2329 and Section 67-2321, RCM 1947, as amended, or by the Bylaws of the Association.

3. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units - Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, ducts, wires, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of the other Units to use the pipes, ducts, wires, cables, conduits, public utility lines and other Common Elements serving such other Unit and located in such Unit.

4. Development Plans and General Description of the Improvements - The building is a residential apartment building consisting of two floors, the lower of which is at the ground level. The building faces in a northwesterly direction. The building contains four residential apartments, each of which

BOOK 579 PAGE 09

is designated as a Unit. The building is of wood frame and concrete construction with the lower portion being wood frame and concrete and the upper portion wood frame. The ground level floor is of concrete. There are projecting decks around the building at the second floor level.

5. Unit Description - The Units of the Property are more particularly described as follows:

a. Each Unit consists of approximately the square footage, including bathrooms and storage rooms, set opposite the Unit designation:

Unit A	1,220 square feet
Unit B	1,236 square feet
Unit C	1,266 square feet
Unit D	1,217 square feet;

b. There are a total of four Units with each Unit consisting of a ground level and second story. The Units are designated A, B, C and D with the northernmost Unit being designated as Unit A, the Unit immediately adjacent to Unit A on the South is designated as Unit B, the next southerly Unit being designated as Unit C, and the southernmost Unit being designated as Unit D. The designation of each Unit appears on the floor plans attached hereto as Exhibit "B" and by this reference specifically incorporated herein.

c. Each Unit includes that part of the building not owned in common with the other Unit Owners of the Project; the

BOOK 579 PAGE 10

boundary lines of each Unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, doors and door frames and trim, and includes both the portions of the building so described and the air space so encompassed.

6. Shares of Common Elements and Expenses - Each Unit Owner shall own a one-fourth (1/4) share in the Common Elements and in any surplus possessed by the Association and be liable for Common Expenses in the same proportionate percentage.

7. Service - The name of the person to receive service of process in cases provided by Section 67-2336, RCM 1947, being Section 38 of the Act, is Russell Street, and his place of business is Bay Point, Whitefish, Flathead County, Montana.

8. Use and Restrictions - The use of the property shall be in accordance with the following provisions:

a. The Property and the Units shall be used as residential apartments only and shall be used and occupied only by 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 Bylaws of the Association.

BOOK 579 PAGE 11

8. Unit Subject to Covenants and Bylaws - All present and future owners, tenants and lessees, guests and invitees of Owners, and lessees and all occupants of the Units shall be subject to and comply with the provisions of:

- a. This Declaration; and
- b. The Covenants and Bylaws of the Association of Unit Owners of Bay Point Estates No. 1, as they may be amended from time to time, a copy of which is attached hereto as Exhibit "C" and by this reference specifically incorporated herein.
- c. Rules and regulations as promulgated from time to time under the provisions of the Covenants and Bylaws of the Association of Unit Owners of Bay Point Estates No. 1. The acceptance of a deed or conveyance or the entering into occupancy of any Unit constitutes an agreement that the provisions of this Declaration, Covenants and Bylaws of the Association of Unit Owners of Bay Point Estates No. 1 and the rules and regulations as defined in said Declaration and Bylaws 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 regulations or any provision of the Unit Ownership Act, this Declaration, the Covenants and Bylaws of the Association, or rules and regulations adopted from time to time, shall not constitute a waiver of the right to do so thereafter.

10. 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 and the other provisions of this Declaration shall continue in effect as if such invalid provisions shall not have been included herein.

IN WITNESS WHEREOF, the Developers have hereunto set their hands and seals the day and year first above written.

*Russell C Street* (SEAL)  
*Mary Jane Street* (SEAL)  
DEVELOPERS

STATE OF MONTANA    )  
                                  : ss.  
County of Flathead    )

On this 15<sup>th</sup> day of January, 1975, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared RUSSELL C. STREET and MARY JANE STREET, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that

they executed the same.

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

BOOK 579 PAGE 13



Janette Drieske  
Notary Public for the State of Montana  
Residing at Kalispell, Montana  
My Commission Expires Jan 5, 1976

EXHIBIT "A"

A tract of land situated, lying and being in Government Lot Three (3) of Section Twenty-five (25), Township Thirty-one (31) North, Range Twenty-two (22) West, P.M.M., Flathead County, Montana, and more particularly described as follows, to wit:

BOOK 579 PAGE 14

Commencing at the NE corner of Government Lot 3, Section 25, Township 31 North, Range 22 West, P.M.M., Flathead County, Montana; thence North  $89^{\circ} 58' 00''$  W., a distance of 880.00 feet to a point; thence South a distance of 800.00 feet to an iron pin which is the NE corner of a tract of land recorded in Book 525, Page 89, records of Flathead County, Montana; thence South  $83^{\circ} 50' 20''$  W., a distance of 453.47 feet to the true point of beginning of the tract of land being described; thence South  $18^{\circ} 50' 30''$  W., a distance of 47.00 feet to a point; thence North  $73^{\circ} 09' 30''$  W., a distance of 4.00 feet to a point; thence South  $18^{\circ} 50' 30''$  W., a distance of 51.00 feet to a point; thence North  $73^{\circ} 09' 30''$  W., a distance of 58.00 feet to a point; thence North  $18^{\circ} 50' 30''$  E., a distance of 51.00 feet to a point; thence South  $73^{\circ} 09' 30''$  E., a distance of 4.00 feet to a point; thence North  $18^{\circ} 50' 30''$  E., a distance of 47.00 feet to a point; thence South  $73^{\circ} 09' 30''$  E., a distance of 58.00 feet to the place of beginning and containing 5,884 square feet of land more or less.

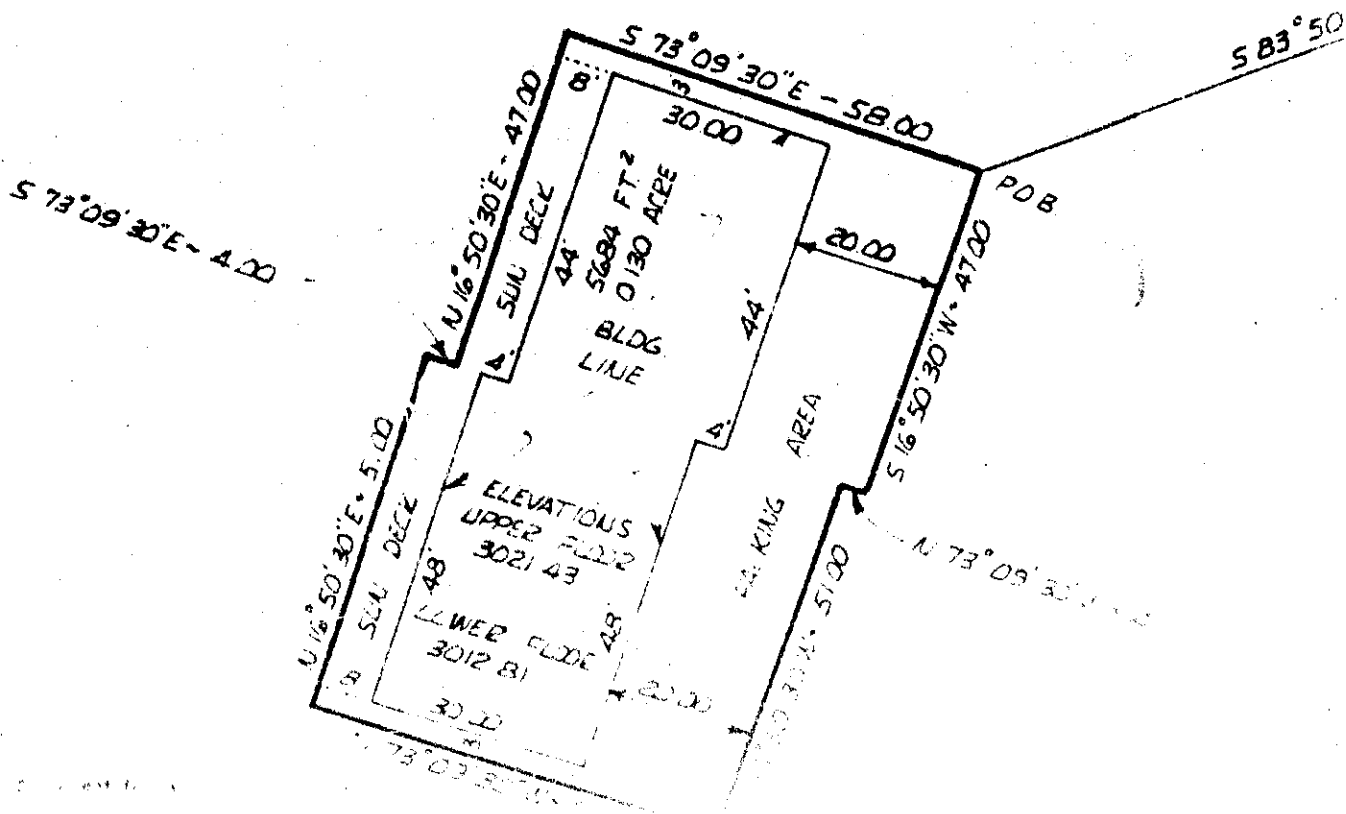
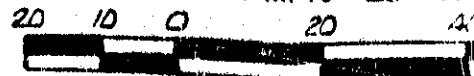


FOR RUSS STREET  
UNIT NO. 1

# CERTIFICATE OF SURVEY

Gov't Lot 3 Section 25, Town:

Scale: 1 in. to 20 ft.

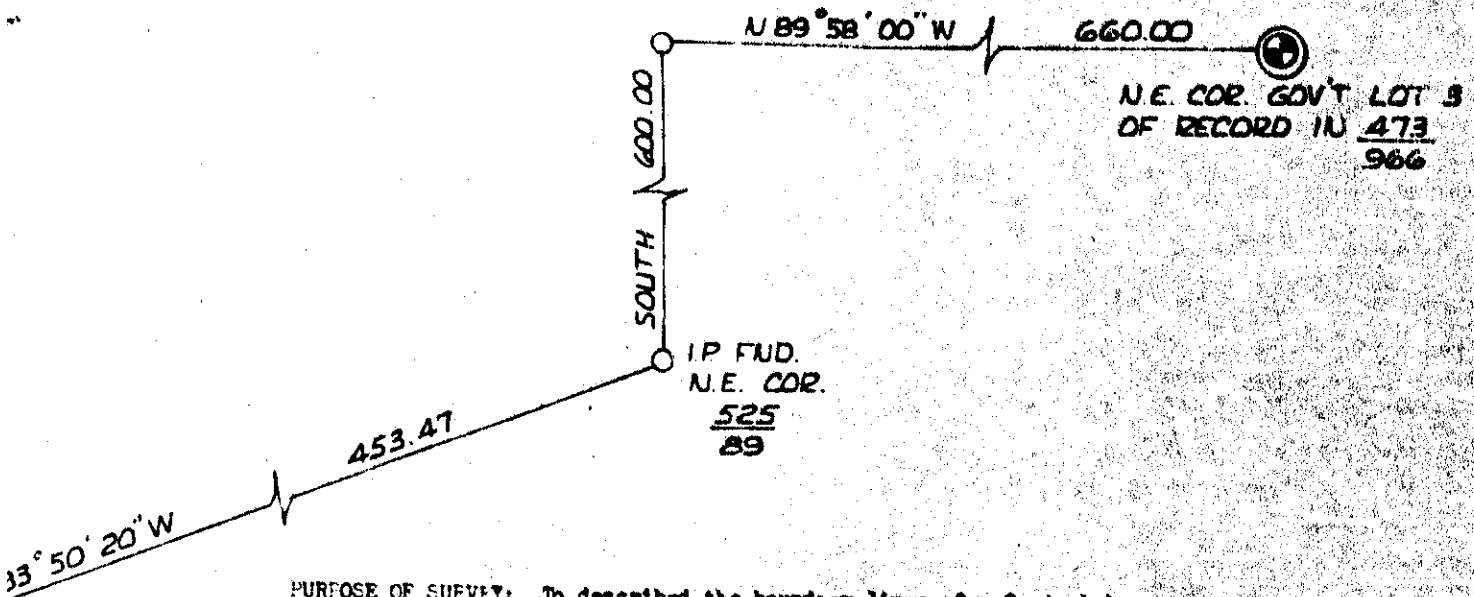


wnship 31 N., Range 22 W., P.M.M.

BY: DOYLE ENTERPRISES  
SURVEYING

DATE: DEC. 10, 1974

REV. 24, 1974



PURPOSE OF SURVEY: To described the boundary lines of a Condominium.

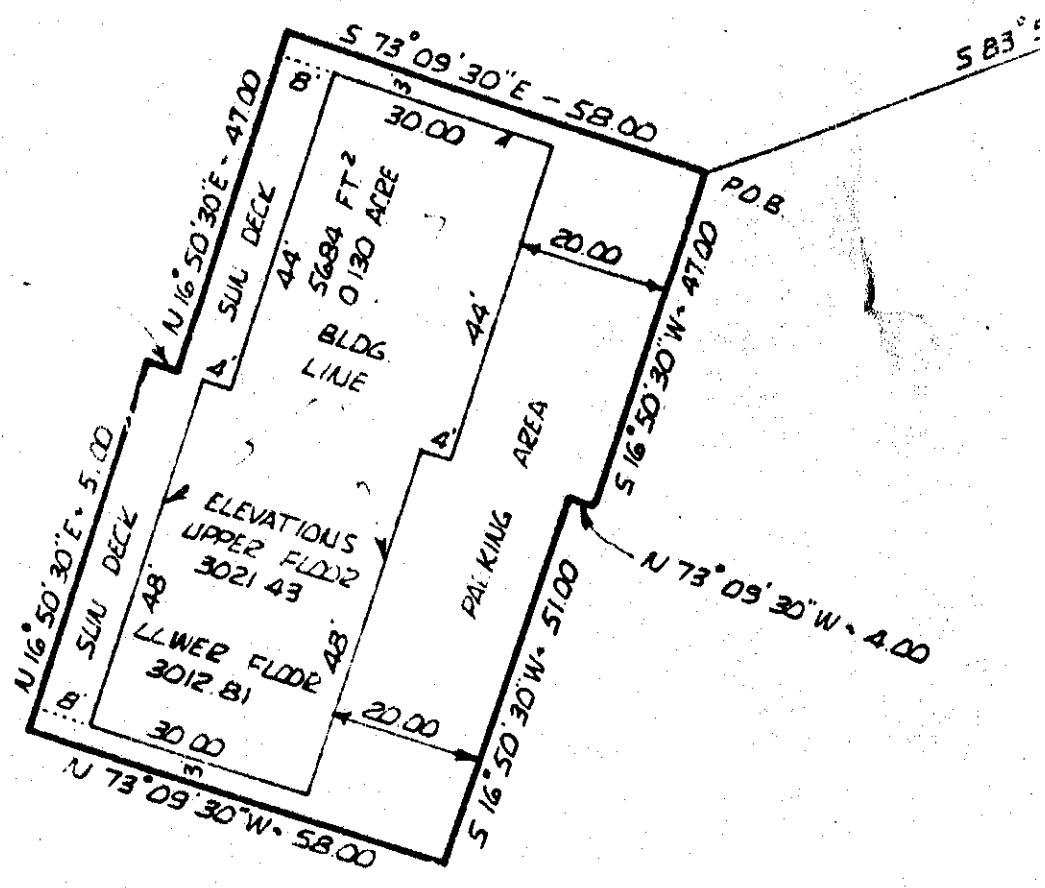
DESCRIPTION:

A tract of land situated, lying and being in Government Lot Three (3) of Section Twenty-five (25), Township Thirty-one (31) North, Range Twenty-two (22) West., P.M.M., Flathead County, Montana and more particularly described as follows to wit:

Commencing at the NE corner of Government Lot 3, Section 25, T 31 N., R 22 W., P.M.M., Flathead County, Montana; thence N 89° 58' 00" W., a distance of 660.00 feet to a point; thence South a distance of 600.00 feet to an iron pin which is the NE corner of a tract of land recorded in Book 525-page 89, records of Flathead County, Montana; thence S 83° 50' 20" W., a distance of 453.47 feet to the true point of beginning of the tract of land being described; thence S 16° 50' 30" W., a distance of 47.00 feet to a point; thence N 73° 09' 30" W., a distance of 4.00 feet to a point; thence S 16° 50' 30" W., a distance of 51.00 feet to a point; thence N 73° 09' 30" W., a distance of 58.00 feet to a point; thence N 16° 50' 30" E., a distance of 51.00 feet to a point; thence S 73° 09' 30" E., a distance of 4.00 feet to a point; thence N 16° 50' 30" E., a distance of 47.00 feet to a point; thence S 73° 09' 30" E., a distance of 58.00 feet to the place of beginning and containing 5,684 Sq. Ft. of land more or less.



END  
 Iron pin found  
 Gov't Lot cor concrete monument found



STATE HIGHWAY B.M. LOCATED AT N.E. COR. WISCONSON AND EDGEWOOD PLACE  
 Brass cap in concrete ELEV. = 3033.75

**CERTIFICATE OF SURVEY**

I, CHARLES W. DOYLE, a registered Land Surveyor, certify that the attached plat portrays a survey made by me in \_\_\_\_\_  
 survey is true and complete as shown and that the monuments found and set are of the character and occupy the position shown thereon.

Reg. No. 2316

50' 20" W

453.47

N.E. COR.

525  
89

PURPOSE OF SURVEY: To described the boundary lines of a Condominium.

DESCRIPTION:

A tract of land situated, lying and being in Government Lot Three (3) of Section Twenty-five (25), Township Thirty-one (31) North, Range Twenty-two (22) West., P.M.W., Flathead County, Montana and more particularly described as follows to wit:

Commencing at the NE corner of Government Lot 3, Section 25, T 31 N., R 22 W., P.M.W., Flathead County, Montana: thence N 89° 58' 00" W., a distance of 660.00 feet to a point; thence South a distance of 600.00 feet to an iron pin which is the NE corner of a tract of land recorded in Book 525-page 89, records of Flathead County, Montana; thence S 81° 50' 20" W., a distance of 453.47 feet to the true point of beginning of the tract of land being described; thence S 16° 50' 30" W., a distance of 47.00 feet to a point; thence N 73° 09' 30" W., a distance of 4.00 feet to a point; thence S 16° 50' 30" W., a distance of 51.00 feet to a point; thence N 73° 09' 30" W., a distance of 58.00 feet to a point; thence N 16° 50' 30" E., a distance of 51.00 feet to a point; thence S 73° 09' 30" E., a distance of 4.00 feet to a point; thence N 16° 50' 30" E., a distance of 47.00 feet to a point; thence S 73° 09' 30" E., a distance of 58.00 feet to the place of beginning and containing 5,684 Sq. Ft. of land more or less.

Approved.

Examining Land Surveyor  
Reg. No.

STATE OF MONTANA  
COUNTY OF

Filed on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_ A.D.  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

County Clerk and Recorder

by \_\_\_\_\_  
Deputy

Deed Book \_\_\_\_\_ Page \_\_\_\_\_

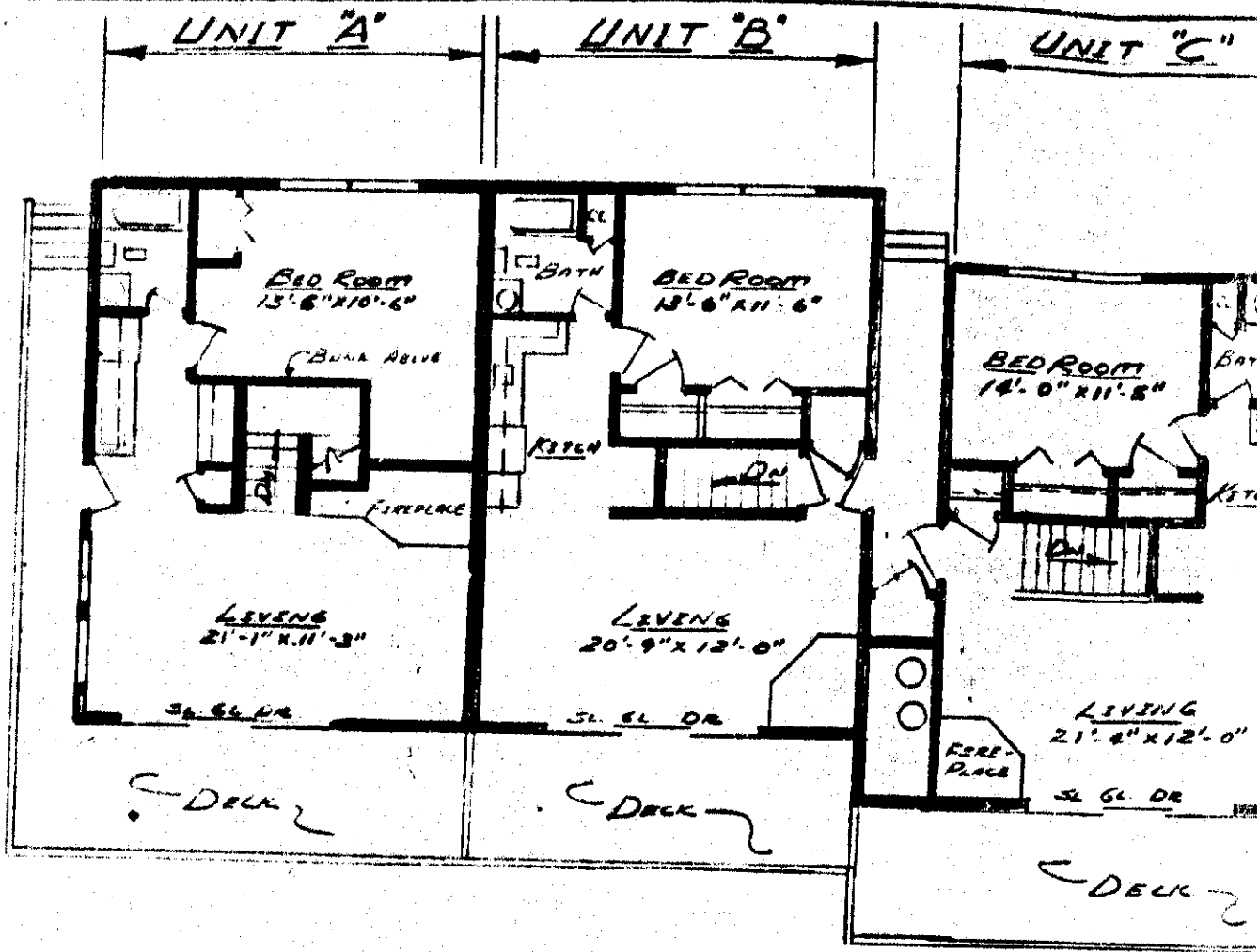
Instrument Rec No \_\_\_\_\_

CERTIFICATE OF SURVEY No. 1999

that said



MISC



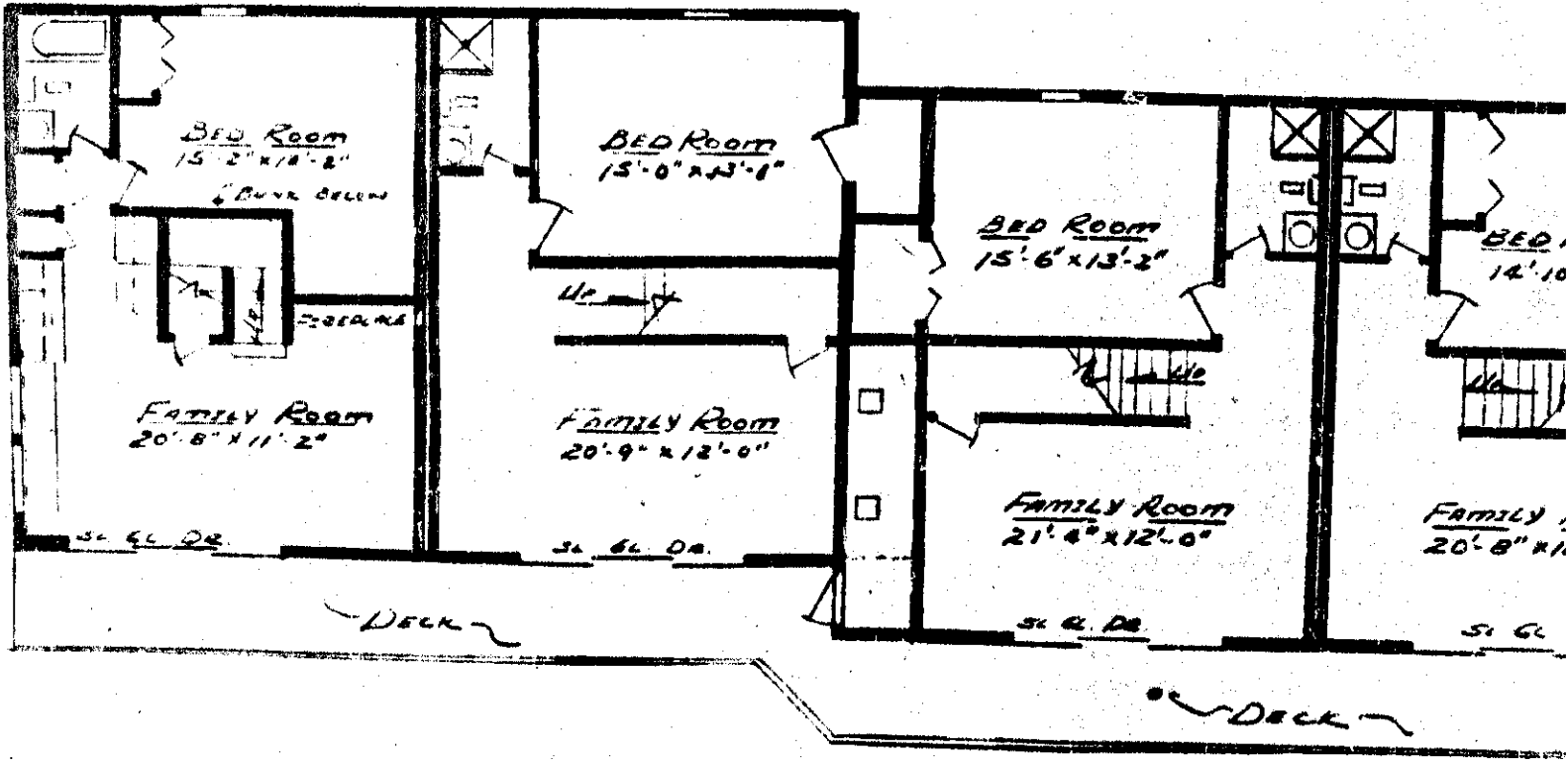
UPPER LEVEL PLAN  
1/8" = 1'-0"  
FL ELEV 3021.43



UPPER LEVEL PLAN

1/8" = 1'-0"

FL. ELEV. 3021.43

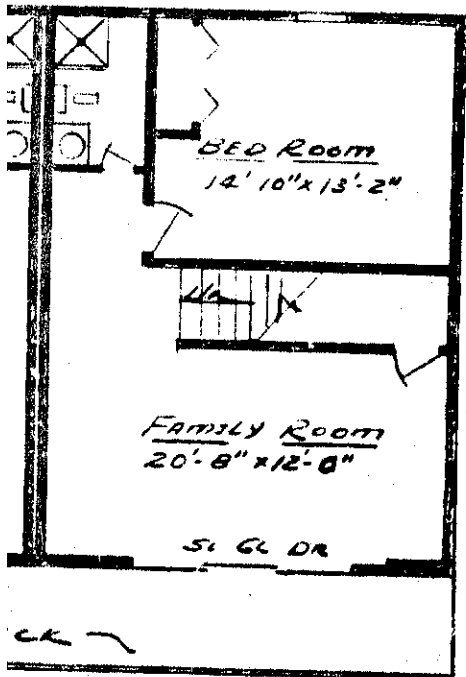


LOWER LEVEL PLAN

1/8" = 1'-0"

FL. ELEV. 3012.81





<u>BAY POINT ESTATES No. 1</u>			
WHISPERISH, MONTANA			
T.A.V.	1/8" x 10"		
	1-16-75		

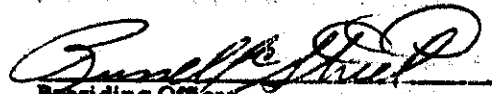
By: *THOMAS A. JENSEN JR*  
 REG. NO. 3815 B  
 FOR RICE STREET

CERTIFICATION

BOOK 579 PAGE 18

We, the undersigned, being the duly selected and acting presiding officer and secretary of the Association of Unit Ownership of Bay Point Estates No. 1, do hereby certify that the attached Statement of Covenants and Bylaws of the Association of Unit Ownership of Bay Point Estates No. 1 is a true and correct copy of the Covenants and Bylaws of said Association.

DATED this 15<sup>th</sup> day of January, 1975.

  
Presiding Officer

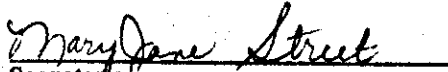
  
Secretary

EXHIBIT "C"

BOOK 579 PAGE 19

STATEMENT OF COVENANTS, CONDITIONS, RESTRICTIONS AND

BYLAWS OF ASSOCIATION OF UNIT OWNERS OF

BAY POINT ESTATES NO. 1

WHEREAS, RUSSELL C. STREET and MARY JANE STREET, husband and wife, of Whitefish, Montana, hereinafter referred to as "Developers", are the owners of the lands described on the schedule attached hereto as Exhibit "A" and by this reference specifically made a part hereof, and are developing and constructing a four-plex residential apartment building on the property described in Exhibit "A"; and

WHEREAS, Developers have submitted the aforesaid property to the Unit Ownership Act of the State of Montana, as provided in Chapter 120, Laws 1965 (Secs. 67-2301 to 67-2342 inclusive, RCM, 1947, as amended, and hereinafter referred to as the "Act") as a Unit Ownership Project to be known as BAY POINT ESTATES NO. 1, hereinafter referred to as the "Project"; and

WHEREAS, Developers desire and intend to impose upon said land and improvements mutually beneficial restrictions under a general plan for the benefit of said property as a unit ownership project, including all of the Units and Common Elements and Limited Common Elements, and for the benefit of all of the future Owners of said Units and said Common Elements, and Limited Common Elements, together with Bylaws as required by said Act;

BOOK 579 PAGE 20

NOW, THEREFORE, Developers hereby declare that all of the property hereinabove described is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, covenants, conditions and bylaws, all of which are declared and agreed to be in furtherance of a plan to constitute said property as a Unit Ownership Project under the aforesaid Act, as amended from time to time, and are hereby established and agreed upon for said purposes and for the purposes of enhancing and perfecting value, desirability and attractiveness of said property. Said limitations, covenants, restrictions, conditions and bylaws shall run with the aforesaid land and Units and shall be binding upon all parties having or acquiring any right, title or interest therein, and shall be for the benefit of each owner of any interest therein and shall inure to the benefit and be binding upon each successor in interest of the owner, guest, renter, invitee, lessee, occupant or anyone occupying said premises, throughout the term of this Project. These Covenants, Conditions, Restrictions and Bylaws have been approved by all persons eligible for membership in the Association and shall be effective on completion of construction of the Project and recording the Declaration of Unit Ownership as required by the Act.

1. Definitions - The property conveyed by the Warranty Deed to the buyer of a Unit in the Project is called herein a "Unit Ownership". The individual Units are called "Units", and the land, including the improvements thereon, exclusive of all Units, are called the "Common Elements" and "Limited

BOOK 579 PAGE 21

Common Elements". The Unit Owners and the Developers, to the extent they own any Unit Ownership, are herein called an Owner or Owners, which term includes successors in interest.

1. Voting Owners - There shall be one "voting owner" of each Unit Ownership. The voting owner shall be designated by the Owner or Owners of each Unit Ownership by written notice to the Board of Directors (hereinafter sometimes called the "Board"), signed by all of the Owners of the Unit Ownership. Such powers of designation and revocation may be exercised by the guardian of the Owner's estate, or in the case of a minor having no guardian, by the parent entitled to his custody, or during the administration of any Owner's estate, by his executor or administrator where the latter's interest in said property is subject to administration in his estate. Where no designation is made or where a designation has been made but has been revoked and no new designation has been made, the voting owner of each Unit Ownership shall be the group composed of all of its Owners, but it shall be necessary for those present of said Owners to act unanimously in order to cast the votes to which they are entitled. The Developers shall be the voting owners with respect to any Unit Ownership owned by them.

The total number of votes of all voting owners shall be four (4) and each Unit Ownership shall have one (1) vote. If a person owns more than one Unit Ownership, he shall have votes for each Unit Ownership which he owns. In the event the record Owner or Owners have pledged their vote regarding special matters to a mortgagee under a duly recorded mortgage (which term in all cases

BOOK 579 PAGE 22

used shall include the trustee under a duly recorded Trust Indenture), only the vote of the mortgagee or beneficiary under Trust Indenture will be recognized in regard to the special matters upon which the vote is so pledged.

In the event that notice of default is delivered by any mortgagee or beneficiary under Trust Indenture on any Unit to the Board of Directors, then and in that event and until the default is cured, the right of the Owner of such Unit to vote shall be transferred to the mortgagee or beneficiary so long as the default exists.

3. Meetings - There shall be a meeting at the Project of the voting owners on the 2nd Sunday of October of each year at 10:00 o'clock A.M. or at such other reasonable time as may be designated by written notice of the Board of Directors delivered to the Owners not less than ten (10) days prior to the date fixed for said meeting. A special meeting of the voting owners may be called at any reasonable time and place by written notice signed by a majority of the Board or by the voting owners having one-half (1/2) of the total votes and delivered to all Owners not less than fifteen (15) days prior to the date fixed for said meeting. The presence of the voting owners having a majority of the total votes at any meeting shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting owners upon the affirmative vote of the voting owners having a majority of the total votes present at such meeting. At the annual meeting, the Board shall present a written statement of the maintenance fund, which itemizes receipts and disbursements for



BOOK 579 PAGE 23

the preceding fiscal year and the allocation thereof to each Owner. Within ten (10) days after the annual meeting, said statement shall be delivered to the voting owners not present at said meeting. The first Board of Directors shall be elected at a meeting of voting owners to be called by Developers within thirty (30) days after recording of the Declaration of Unit Ownership as provided by the Act.

4. 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 twenty-four (24) hours after a copy of same has been deposited in the United States mails, postage prepaid, addressed to each such person at the address given by such person to the Secretary or Board for the purpose of service of such notice. Such address may be changed from time to time by notice in writing to the Board. Upon written request for notices, delivered to the Board, the holder of any duly recorded mortgage against any Unit Ownership may promptly obtain a copy of any and all notices permitted or required herein to be given to the Owner or Owners whose Unit Ownership is subject to the said mortgage, and no notice to such Owner shall be deemed to have been validly delivered unless the requesting mortgagee of such Owner has received such notice. Said request for notices need not be renewed and shall entitle the holder of any mortgage requesting such notice to receive all notices sent to the Owner or Owners whose Unit Ownership is

subject to the said mortgage from and after the date of said request until said request is withdrawn or said mortgage is discharged of record.

BOOK 579 PAGE 24

§. Election of Board of Directors and Officers - At each annual meeting, the voting owners shall elect a Board of Directors for the forthcoming year, consisting of three (3) Owners who shall serve without compensation. Two members shall constitute a quorum. In order to be eligible to be elected as a director, a person must be a Unit Owner. At any time any director ceases to be a Unit Owner, his membership on the Board of Directors shall thereupon terminate. The term of office of the directors shall be for one (1) year. Any director may be re-elected to serve for an additional term or terms. Vacancies on the Board of Directors may be filled by the remaining members thereof provided there are at least two (2) remaining members. If there are less than two (2) remaining members, vacancies must be filled by the Unit Owners in a meeting called for that purpose. Any member of the Board may be removed and a successor elected for the unexpired portion of his term by a majority of the voting owners present at a special meeting called for such purpose. The Board shall act by a majority vote of those present at its meeting where a quorum exists. Meetings may be held and conducted in accordance with such regulations as the Board may adopt. Until the election of the first Board of Directors, its rights, duties and functions shall be exercised by Developers, unless otherwise provided herein. The Board shall elect a President from among its members who shall preside over both its meetings

BOOK 579 PAGE 25

and those of the voting owners. The Board shall also elect a Secretary and a Treasurer at each annual Board meeting, which meeting shall be held immediately following the annual meeting of voting owners without any notice required other than the provision of this Bylaw. The Board of Directors may also act without a meeting by unanimous written consent of its members.

8. Authority of the Board of Directors - The Board of Directors shall acquire and shall pay out of the Maintenance Fund hereinafter provided for, the following expenses which are defined as "Common Expenses":

a. Water, sewer, garbage, electrical, gas, telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Unit Ownership and maintenance for the Common Elements;

b. A policy or policies of fire insurance with extended coverage endorsement, as the Board shall from time to time determine gives the protection deemed necessary and desirable, which policies shall insure the Owners, and their mortgagees, as their interests may appear, which said policy or policies shall provide for separate protection for each Unit, and a separate loss payable endorsement in favor of the mortgagee or mortgagees of each Unit, if any;

c. A policy or policies insuring the Association, the Board

BOOK 579 PAGE 28

and the Owners, so long as an undivided interest remains in them, against any liability to the public or to the Owners (of Unit Ownerships and of the Common Elements, and their invitees, or tenants), incident to the ownership and/or use of the Common Elements and Unit Ownerships, the liability under which insurance shall be not less than \$100,000.00 for any one person injured, \$300,000.00 for any one occurrence and \$100,000.00 for property damage (such limits to be reviewed at least annually by the Board and increased in its discretion).

d. Legal and accounting services necessary or proper in the operation of the Project or enforcement of these Bylaws;

e. A fidelity bond naming the members of the Board and such other persons as may be designated by the Board as principals and the Owners as obligees in such amount as Board shall determine, but not less than one-half the amount of estimated cash revenues to the Association from year to year.

f. Painting, maintenance, repair and all landscaping of the Common Elements, and both the ground level and second floor decks designated in the Declaration as Limited Common Elements, and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to arrange for such

painting, maintenance, repair and landscaping and to acquire such furnishings and equipment for the Common Elements; provided, however, that the interior surfaces of each Unit shall be painted, maintained and repaired by the Owners thereof at their sole cost and expense of each particular Owner.

g. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, capital additions, capital improvements, insurance, taxes or assessments which the Board is required to secure or pay 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 Common Elements, and ground level and second floor decks designated in the Declaration as Limited Common Elements or for the enforcement of these Restrictions; provided that if any such materials, supplies, furniture, labor, services, maintenance, structural alterations, insurance, taxes or assessments are provided for particular Unit Owners of such Unit Ownerships.

The Board shall also pay any amount necessary to discharge any lien or encumbrance levied against the entire Project or any part thereof which may, in the opinion of the Board, constitute a lien against the Common Elements and ground level and second floor decks designated in the Declaration as Limited

Common Elements, rather than merely against the interests therein of particular Owners. 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.

h. The maintenance and repair of any Unit Ownership, or of the furnace and hot water tank as Limited Common Elements, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Elements or preserve the appearance and value of the Project, and the Owner or Owners of said Unit Ownerships have failed or refused to perform said maintenance or repair within such time as determined by the Board after written notice of the necessity of said maintenance or repair delivered by the Board to said Owner or Owners, provided that the Board shall levy a special assessment against such Unit Ownership for the cost of said maintenance or repair, since such maintenance and repair is the primary responsibility of the Owners.

The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the Maintenance Fund capital additions and

BOOK 579 PAGE 29

improvements (other than for purposes of replacing portions of the Common Elements, and the ground level and second floor decks, the maintenance of which is declared a common expense, subject to all the provisions of these Restrictions).

7. No Active Business - Nothing herein contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners as a group or any of them, nor shall the Board have authority to enter a rental pool agreement or enter into any rental agreement with any unit owners, it being understood and agreed that each unit owner shall have the sole and full responsibility of renting or leasing his unit if he so desires.

8. Board Powers, Exclusive - The Board shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the Common Expense Fund.

9. Alterations, Additions and Improvements of Common Area - There shall be no structural alterations, capital additions to or capital improvements of any common area without the prior approval of the Owners holding a majority of the total votes.

10. Common Expenses, Assessments -

a. Within fifteen (15) days prior to the annual meeting of the Association, the Board shall estimate the Common Expenses to be paid during such year (including a reasonable provision for contingencies and less any surplus from the prior year's fund).

BOOK 579 PAGE 30

All of said estimated Common Expenses may be assessed to the Owners at the annual meeting. If said sum estimated proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners in like proportions unless otherwise provided herein. Each Owner shall be obligated to pay assessments made pursuant to this paragraph to the Board in annual installments on or before the first day of the month following the month of assessment as provided above, or in such other manner as the Board may designate, and any unpaid assessments shall bear interest at the legal rate from due date until paid.

b. When the first Board elected hereunder takes office, it shall determine the estimated Common Expenses, as hereinabove defined, for the period commencing with the election of the first Board and ending on the day preceding the first annual meeting of voting owners. Assessments for such estimated Common Expenses may be levied against the Owners and if levied, shall be payable within fifteen (15) days after election of the first Board.

c. The rights, duties and functions of the Board set forth in this paragraph 10 shall be exercised by the Developers until



579 PAGE 31

the election of the first Board hereunder.

d. All funds collected hereunder shall be expended for the purposes designated herein.

e. The omission by the Board of Directors, before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this statement, or a release of the Owner from the obligation to pay the assessments or any installment thereof for that or any subsequent year, but the assessment fixed for use preceding years shall continue until a new assessment is fixed. Amendments to this paragraph shall be effective only upon the unanimous written consent of the Owners and their mortgagees. No Owner may exempt himself from liability or escape liability for the assessments provided for herein by waiver of the use or enjoyment of any of the Common Area or Common Elements or by abandonment of his or her Unit Ownership.

f. The Board of Directors shall direct the Treasurer of the Association to keep and who shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Area and Common Elements specifying and itemizing the maintenance and repair expenses of the Common Areas and Common Elements and any other expenses incurred.

BOOK 579 PAGE 32

11. Default in Payment of Assessments - Each assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Owner against whom the same are assessed. In the event of a default or defaults in payment of any such assessment or assessments and in addition to any other remedies herein or by law provided, the Board of Directors may enforce each such obligation as follows:

a. By suit or suits at law to enforce each such assessment obligation. Each such action must be authorized by a majority of the Board at a regular or special meeting thereof and any such suit may be instituted by any one or more members of the Board. Each such action shall be brought in the name of the Association. Any judgment rendered in any such action shall include, where permissible under any law, costs of suit and interest thereon at seven per cent (7%) per annum and a sum for reasonable attorneys' fees in such amount as the Court may adjudge against such defaulting Owner. Upon full satisfaction of any judgment, it shall be the duty of the Board to authorize any two members thereof, acting in the name of the Association, to execute and deliver to the judgment debtor an appropriate satisfaction thereof.

b. At any time within ninety (90) days after the occurrence of any such default, the Board (acting upon the authorization of the

majority thereof at any regular or special meeting) may give a notice to the defaulting Owner, which said notice shall state the date of delinquency, the amount of the delinquency, and make a demand for payment thereof. If such delinquency is not paid within ten (10) days after delivery of such notice, the Board may elect to file a claim of lien against the Unit Ownership of such delinquent Owner. Such claim of lien shall state: (1) the name of the delinquent Owner or reputed Owner, (2) a description of the Unit Ownership against which claim of lien is made, (3) the amount claimed to be due and owing (with any proper offset allowed), (4) that the claim of lien is made by the Association pursuant to the terms of the Act, and (5) that a lien is claimed against said described Unit Ownership in an amount equal to the amount of the stated delinquency. Any such claim of lien shall be signed and acknowledged by any two or more members of the Board and shall be dated as of the date of the execution of the last such Board member to execute said claim of lien. Upon recordation of a duly executed original or copy of such claim or lien in the office of the Clerk and Recorder, Flathead County, Kalispell, Montana, the lien claimed therein shall immediately attach and become effective, subject only to the limitations hereinafter set forth. Each default shall constitute

BOOK 579 PAGE 34

a separate basis for a claim of lien or a lien. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law. In the event of foreclosure of the lien, reasonable attorneys' fees and expenses shall be allowed to the extent permitted by law. In the event any claims of liens have been recorded as herein provided, and thereafter the Board shall receive payment in full of the amount claimed to be due and owing, then upon demand of the Owner or his successor, and payment of a reasonable fee, the Board, acting by any two (2) members, shall execute and acknowledge a good and sufficient release of lien, such release of lien to be delivered to the Owner or his successor upon payment of the fee.

**12. Mortgage Protection - Notwithstanding all other provisions hereof:**

a. The lien which may be created hereunder upon the interests of any Unit Ownership shall be subject and subordinate to, and shall not affect the rights of the holder of tax and assessments liens and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage or trust indenture (meaning a mortgage or trust indenture with first priority over other mortgages or trust indentures) upon such interest made in good faith and for value, provided that after

BOOK 579 PAGE 35

the foreclosure of any mortgage, there may be a lien created pursuant to paragraph 11 hereof on the interest of the purchaser at such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

b. No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.

c. By subordination agreement executed by a majority of the Board, the benefits of a and b above may be extended to mortgages and trust indentures not otherwise entitled thereto.

13. Exclusive Ownership and Possession by Owner - Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner shall be entitled to an undivided interest in the Common Elements and Common Area as set forth and defined in the Declaration of Unit Ownership recorded in accordance with the terms of the Act. The percentage of the undivided interest of each Owner in the Common Elements and Area as expressed in the Declaration of Unit Ownership shall have a permanent character and shall not be altered without the consent of all Owners expressed in an amended Declaration duly recorded. The percentage of the undivided interest in the Common Area shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed.

BOOK 579 PAGE 36

encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the Common Area in accordance with the purpose for which it is intended without hindering or encroaching upon the lawful rights of the other Owners.

An Owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls (other than the decks adjacent to each Unit projecting from the side of the building and the car ports and parking areas specifically allocated to a designated Unit), windows and doors bounding his Unit nor shall the Owner be deemed to own the utilities running through his Unit which are utilized for, or serve more than one Unit, except as a tenant in common with the other Owners. An Owner, however, shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, floors and ceilings and windows and doors bounding his Unit.

14. Taxes and Assessments - Each Owner shall execute such instruments and take such action as may reasonably be specified by the Board and required by law to obtain the separate tax assessment of each Unit Ownership. If any taxes and/or assessments may, in the opinion of the Board, nevertheless, be a lien on the entire Project or any part of the Common Elements, they shall be paid by the Board and shall be assessed by the Board to the Owners. Each Owner shall be

obligated to pay an assessment by the Board for his prorata share of any taxes or assessments assessed against the entire property or the Association, such payment to be made to the Board at least fifteen (15) days prior to delinquency of such tax or assessment. All such taxes and assessments are secured by the lien created by paragraph 11.

15. Owners' Obligation to Repair - Except for those portions which the Board of Directors is required to maintain or repair hereunder (if any), each Owner shall, at the Owner's expense, keep the interior of his Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition to decorating and keeping the interior of the Unit in good repair, the Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, lighting fixtures, refrigerators, air-conditioning equipment, or other fixtures and equipment that may be in or connected with the Unit.

The Owner shall also, at the Owner's expense, keep the decks, carports and parking areas which have been assigned to his Unit in a clean and sanitary condition.

The Owner shall promptly discharge any lien which may hereafter be filed against his Unit and shall otherwise abide by the provisions of the Act.

the Declaration, and this Statement of Covenants, Conditions, Restrictions and Bylaws.

16. Prohibition Against Structural Changes by Owner - The Owner shall not, without first obtaining written consent of the Board of Directors, make or permit to be made any structural alterations, improvement or addition in or to his Unit or in or to the exterior of the building or any Common Area. The Owner shall do no act nor any work that will impair the structural soundness or integrity of the building or safety of the Project property or impair any easement or hereditament without the written consent of all Owners. The Owner shall not paint or decorate any portion of the exterior of the building or other Common Area or car port without first obtaining written consent of the other Owners.

17. Use of Units and Common Elements - The Unit Ownerships and Common Elements shall be occupied and used as follows:

- a. Each Unit Ownership shall be occupied or used only for a private residence purpose for the Owner and the Owner's family or the Owner's lessee, invitees or guests.
- b. There shall be no obstruction of the Common Areas; nothing shall be stored in the Common Areas without prior written consent of the Board of Directors.
- c. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on



BOOK 570 PAGE 39

the building, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the building or which would be in violation of any law. No wastes will be committed in the Common Elements.

d. No sign of any kind shall be displayed to the public view on or from any Unit or the Common Area without the prior consent of the Board of Directors.

e. No animals shall be kept in any Unit Ownership, or in the Common Elements, except that dogs, cats or other household pets may be kept in Unit Ownerships, subject to rules and regulations adopted by the Board.

f. No noxious or offensive activity shall be carried on in any Unit Ownership or in the Common Elements, nor shall anything be done in any Unit therein which may be or become an annoyance or nuisance to the occupants of the other Units.

g. Nothing shall be altered or constructed in or removed from the Common Elements, or the decks designated as Limited Common Elements, except upon the written consent of the Board.

h. There shall be no violation of the rules and regulations established from time to time by the Board of Directors furnished in writing to the Owners.

BOOK 579 PAGE 40

1. Nothing shall be done in any Unit, or in, on or to the Common Elements, or the decks designated as Limited Common Elements, which will impair the structural integrity of the building or which would structurally change the building.

19. Entry for Repairs - The Board or its agents may enter any Unit Ownerships when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the occupants as practicable, and any damage caused thereby shall be repaired by the Board, at the expense of the Maintenance Fund.

20. Waivers - The failure of the Board to insist in any one or more instances upon a strict performance of or compliance with any of the covenants of the Owner hereunder, or to exercise any right or option herein contained, or to serve any notice, or to institute any action or summary proceeding, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option or right, but such covenant or option or right shall continue and remain in full force and effect. The receipt by the Board of any sum paid by the Owner hereunder, with or without knowledge by the Board of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver express or implied by the Board of any provision hereof, shall be deemed to have been made unless expressed in writing and signed by the President pursuant to authority contained in a resolution of the Board of Directors.



308K 579 THE 42

Board of Directors shall approve such settlement and reimbursement as being for the best interests of the Board of Directors.

23. Sale or Lease, Right of First Refusal - In the event any Owner of the Unit shall wish to sell or lease the same for a period more than twelve (12) consecutive months, and shall have received a bona fide offer from a prospective purchaser or tenant, the remaining Owner shall be given written notice thereof, together with an executed copy of such offer and the terms thereof. Such notice and copy shall be given to the Board of Directors or through a person named by the Board of Directors shall have the right to purchase or lease the subject Unit upon the sale terms and conditions as set forth in the offer therefor, provided written notice of such election to purchase or lease is given to the selling or leasing Owner, and a matching down payment or deposit is provided to the selling or leasing Owner during the fifteen (15) day period immediately following the delivery of the notice of the bona fide offer and copy therefor to purchase or lease. In the event any Owner shall attempt to sell or lease his Unit without affording to the other Owners the right of first refusal herein provided, such sale or lease shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser or lessee.

There shall be no subleasing or subrenting of the right of occupancy of any Unit. The liability of the Owner under these Covenants shall continue notwithstanding the fact that he may have leased or rented said interests as provided herein.

In no case shall the right of first refusal reserved herein affect the right of an Owner to subject his Unit to a mortgage, trust, deed or other security instrument.

The failure of or refusal by the other Owners to exercise the right to subpurchase or lease shall not constitute or be deemed to be a waiver of such right to purchase or lease when an Owner receives any subsequent bona fide offer from a prospective purchaser or tenant.

24. Mortgages Not Affected by Right of First Refusal - In the event of any default on the part of any Owner on any first mortgage made in good faith and for value which entitled the holder thereof to foreclose the same, any sale under such foreclosure including delivery of a deed to the first mortgagee in lieu of such foreclosure shall be made free and clear of the provision of paragraph 23 and the purchasers (or grantees under such deed in lieu of foreclosure) of such Unit shall be thereupon and thereafter subject to the provisions of this Statement.

The transfer of a deceased joint tenant's interest to the surviving joint tenant or the transfer of a deceased's interest to a devisee by Will or his heirs at law under testacy laws shall not be subject to the provisions of paragraph 23. Any husband or wife being an Owner of a Unit may transfer said Unit to his or her spouse or to their children without complying with the provisions of paragraph 23.

25. Certificate of Satisfaction of Right of First Refusal - Upon written request of any prospective transferor, purchaser or tenant or an existing or

BOOK 579 PAGE 44

prospective mortgagee of any Unit, the Secretary shall forthwith, or where time is specified, at the end of the time, issue a written and acknowledged Certificate in recordable form, evidencing that:

a. With respect to a proposed sale or lease as under paragraph 23, that proper notice was given by the selling or leasing Owner and that the remaining Owners did not elect to exercise their option to purchase or lease.

b. With respect to a deed to a first mortgagee or its nominee in lieu of foreclosure, in a deed from such first mortgagee, that the deeds were, in fact, given in lieu of foreclosure and were not subject to the provisions of paragraph 23.

c. With respect to any contemplated transfer which is not, in fact, a sale or lease, as contemplated under the provisions of paragraph 23 that the transfer is not or will not be subject to the provisions of paragraph 23; such a Certificate shall be conclusive evidence of the facts contained therein.

**26. Damage and Destruction** - If the Project is damaged by fire or other casualty which is insured against and said damage is not in excess of fifty percent (50%) of replacement or restoration costs of the Project, the insurance proceeds shall be used to rebuild or repair such damaged portion in accordance with the original plans and specifications. If such damage exceeds fifty percent

BOOK 579 PAGE 45

(50%) of replacement costs of the Project, then the matter of repair or restoration shall be determined by the voting members of the Association at a meeting called for that purpose, which meeting must be held not more than forty-five (45) days after the occurrence of the damage referred to. If it is determined to repair or restore, any insurance proceeds available shall be used for that purpose. If the insurance proceeds are insufficient to pay all of the costs of repairing and/or restoring the Project, the Board shall levy a special assessment on all Unit Ownerships as a Common Expense, and said special assessment shall be secured by the lien created under paragraph 11 hereof.

27. Rules and Regulations - The Board of Directors may from time to time establish and amend such rules and regulations as is deemed necessary for the management and control of Units in the Common Elements, and the decks designated as Limited Common Elements, as not otherwise provided herein and the Owners agree that the Owners' rights under this instrument shall be in all respects subject to such rules and regulations, which rules and regulations as promulgated and amended from time to time shall be considered as a part of this Statement of Conditions, Covenants and Declarations and Bylaws; and the Owner agrees to obey all such rules and regulations as the same are or may from time to time be amended and see that the same are faithfully observed by the family, guests, employees, tenants or any one occupying said Unit under his right and interest. Such rules and regulations shall uniformly apply to and be binding upon all occupants of Units.

BOOK 579 PAGE 46

28. Enforcement - Each Owner shall comply strictly with the provisions of this Statement and with the rules and regulations drafted and pursued thereto as the same may be lawfully amended from time to time and with the decisions adopted pursuant to this Statement and rules and regulations, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors on behalf of the Owners or in a proper case by the grieved Owner.

29. Audit - Any Owner may at any time and at his own expense cause an audit or inspection to be made of the books and records of the Board of Directors. The Board of Directors at the expense of the Common Expenses shall obtain an audit of all books and records pertaining to the Project no greater than annual intervals and furnish copies thereof to the Owners.

30. Board Compensation - The Board of Directors shall serve without compensation. The Board shall have the authority in their discretion to hire a manager of the Project if it is deemed to be in the best interests of the Unit Owners and the Association and such compensation shall be established by the Board of Directors.

31. Interpretation - Provisions of this Statement and Bylaws shall be liberally construed to effectuate its purpose of creating a uniform plan for the development operation of a Unit Ownership, residential apartment building.

32. Amendment - The provisions of these Bylaws, other than this



BOOK 579 PAGE 47

paragraph, may be amended by an instrument in writing and signed and acknowledged by Owners of at least a seventy-five percent (75%) interest of the voting owners, which amendment shall be effective upon recordation in the office of the Clerk and Recorder, Flathead County, Kalispell, Montana, of a copy of the amendment certified by the presiding officer and the Secretary of the Association.

33. Remedies Not Exclusive - All remedies provided for herein for the various parties shall not be exclusive of any other remedies which these parties may have as provided for by law.

34. Severability - The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

35. Effective Date - This Statement of Conditions, Covenants, Restrictions and Bylaws shall take effect upon recording.

IN WITNESS WHEREOF, the Developers have set their hands and seals  
this 15<sup>th</sup> day of January, 1978.

Russell C. Smith (SEAL)  
Mary Jane Street (SEAL)  
DEVELOPERS

BOOK 573 PAGE 48

STATE OF MONTANA )  
County of Flathead ) ss.

On this 15<sup>th</sup> day of January, 1978, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared RUSSELL C. STREET and MARY JANE STREET, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Jeanette Briske  
Notary Public for the State of Montana  
Residing at Kalispell, Montana  
My Commission Expires Jan 5, 1978

BOOK 579 PAGE 49

ASSESSOR'S APPROVAL

The undersigned, being the duly-elected and acting Assessor of Flathead County, Montana, does hereby approve the Declaration of Unit Ownership of Bay Point Estates No. 1, Whitefish, Montana, as provided and required by Section 87-2317, RCM 1947.

DATED this 15<sup>th</sup> day of January, 1975.

V. E. [Signature]  
Flathead County Assessor

STATE OF MONTANA )  
County of Flathead )  
Filed by record at the request of Murphy Robinson  
this 15 day of Jan 1975. W. A. [Signature]  
Recorded in Vol. 579 of Flathead County, State of  
Montana, on page 04.  
Alfred L. Smith  
Fee 99<sup>00</sup>  
Return to [Signature]  
Box 759  
Kamper, MT 59701

INDEXED	<input checked="" type="checkbox"/>
COPIED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>