

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
AND BYLAWS OF HOMEOWNERS ASSOCIATION  
OF  
EAGLE POINT RANCH

This Declaration of Covenants, Conditions, Restrictions, and Bylaws of Homeowners Association ("Declaration") is made this day of August 15, 1995, by Wildlands, LLC and Pyramid Mountain Lumber, Inc., a Montana corporation (the "Declarant").

ARTICLE I - Property

The real property which is and shall be held, conveyed, transferred and sold subject to the covenants, conditions, and restrictions of this Declaration is located in the County of Missoula, State of Montana, and is more particularly described as follows:

See Exhibit "A" attached hereto.

ARTICLE II - Definitions

"Declarant" shall mean Wildlands, LLC and Pyramid Mountain Lumber, Inc., a Montana corporation, and their successors and assigns, provided that any such assignment must be contained in a separate document and must expressly refer to an assignment of the rights of Declarant under this Declaration in order for the assignee to become the Declarant hereunder.

"Association" means the Eagle Point Ranch Homeowners Association, Inc., a Montana non-profit corporation, its successors and assigns.

"Property" or "Properties" shall mean that certain real property described in Article I, above.

"Lot" shall mean any of the parcels shown on Certificate of Survey No. 3237 or any parcel created by a permitted subdivision of any of the original parcels, excepting therefrom Lots 14 and 15 of Certificate of Survey No. 3237, and further excepting therefrom Lot 53 of Certificate of Survey No. 3816.

"Owner" shall mean the record owner of fee simple title to any Lot, except that in the case of a sale of a Lot by contract for deed, the contract buyer shall be considered the "Owner" and the contract seller shall be considered a mortgagee.

## ARTICLE III - Declaration

Section 1. Declaration. The real property described in Article I, above, is hereby subjected to the covenants, conditions and restrictions of this Declaration. The Declarant, being the owner of all of the Property and having established a general plan for the improvement and development of the Property, does hereby establish the covenants, conditions, and restrictions upon which and subject to which all Lots within the Property shall be improved or sold and conveyed, and does hereby declare that the Property is and shall be held, transferred, sold and conveyed subject to the covenants, conditions, and restrictions set forth herein, all of which shall run with the land and be binding upon and for the benefit of the Declarant and all successors in interest of the Declarant.

Section 2. Purpose. The purpose of this Declaration is to insure the best use and the most appropriate development and improvement of each Lot; to protect the Owners against such improper use of surrounding Lots as will depreciate the value of their Lot; to preserve so far as is practicable the natural beauty of the Property; to prevent the construction of inappropriate structures; to insure the highest and best development of the Property; to encourage and secure the erection of attractive homes thereon with appropriate locations; to secure and maintain adequate setbacks and adequate free space between structures; and in general to provide adequately for a high quality of improvements on the Property and thereby to enhance the values of improvements made by Owners.

## ARTICLE IV - Covenants

Section 1. Use. The Property may be used only for single family residential purposes. There shall be no commercial use on the Property. Some office or related uses which do not result in increased vehicular traffic shall not be considered commercial use.

Section 2. Structures. There shall be no more than one single family residence and associated out-buildings constructed on each Lot. A guest house may be constructed on a Lot, provided that the guest house is used only to accommodate guests and is not rented (except in connection with a rental of the entire Lot).

Section 3. Subdivision of Lots. Each of the Lots which are in existence at the time this Declaration is recorded may be divided into two Lots. Any Lot which is so divided shall not be further subdivided in any manner. No Lot shall be created which is less than 7 acres in size. A change in boundary lines between adjacent Owners shall not be considered a subdivision.

Section 4. Dwelling Size. No dwelling shall be permitted on any lot the living area of which, exclusive of decks, porches and garages, is less than 1,200 square feet.

Section 5. Location of Structures. There shall be no structures constructed within 100 feet of any of the property boundary lines.

Section 6. Dwelling Construction. All dwellings shall be constructed on the lot, and no trailer homes, mobile homes, or prefabricated homes of any kind or type shall be placed on a lot.

Section 7. No Temporary Structures. No temporary building or partly finished building or structure, including basements, tents, mobile homes, campers, trailers, or truck-mounted campers shall be erected or placed upon the property or used as a dwelling house on a lot. This prohibition is not intended to prevent the placement or storage on a lot of recreational or camping vehicles or apparatus, and such items may be used on the premises for weekends, vacations, additional quarters for guests, or other temporary recreational use, not to exceed 60 calendar days per year.

Section 8. Completion of Structures. Each dwelling shall be fully completed externally, including siding and/or masonry, paint and/or stain, and roof, with the ground rough graded and soffits, fascia, trim, windows, steps, and walks installed and building debris removed, before any occupancy of the dwelling.

Section 9. Siding and Roof Material. No galvanized metal siding or roof material shall be used on the exterior of structures, except that factory-painted metal roofing or siding is permitted if the color is dark and non-reflective and the color is maintained. Cedar and wood shake roofs are prohibited for fire protection. Exteriors of all dwellings shall be of natural materials.

Section 10. Fire Clearance Measures. In construction and landscaping of houses, Owners shall create and maintain defensible space/vegetative clearance measures around structures for the purpose of reducing fire danger.

Section 11. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Montana State Board of Health, the Missoula County Sanitarian, and other local authorities.

Section 12. Architectural Review. Prior to beginning construction, the Owner shall submit a plan, including a plot plan, of the proposed building to the Board of Directors or to the architectural review committee, if the Board has appointed such a

committee. The Board or committee shall have 20 days in which to review the plan to determine whether it meets the requirements of this Declaration. If the Board or committee has not responded in writing to the Owner stating any objections to the plan within the 20-day period, the plan shall be considered approved.

Section 13. Animals. Animals may be raised, bred, and kept on a Lot, except that commercial production of such animals or other commercial use or boarding of animals shall not be permitted. Sheep, goats and pigs are prohibited. Occasional sales of animals shall not be considered commercial production or use. Animals shall be appropriately fenced in and dogs shall be restricted to their Owner's property and not be allowed to roam free. Dogs shall be kept within fences or on leashes at all times. All livestock shall be kept at least 50 feet away from the banks of any stream. Dogs shall be limited to 3 per parcel and livestock shall be limited to 1 animal for each 5 acres or portion thereof (for example, 3 animals may be kept on a 12 acre Lot). All animals shall be kept and maintained in a manner so as not to become a nuisance.

Section 14. Trees. There shall be no tree cutting or thinning or removal of timber within the 100 foot setback area, except for removal of dead standing trees or deadfall.

Section 15. House Numbers. Owners shall maintain house numbers either on the house itself or at the driveway entrance. All house numbers shall be visible from the driveway entrance off the road.

Section 16. Nuisances. No noxious or offensive activities shall be carried on upon any building site nor shall anything be done which may be or may become a nuisance to a neighbor or the neighborhood.

Section 17. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All rubbish, trash, garbage and waste shall be kept in garbage receptacles. All garbage receptacles and the areas in the vicinity of the receptacles shall be kept in clean and sanitary condition. Garbage receptacles and clothes lines shall not be visible from any roads.

Section 18. Non-Operational Vehicles. No automobiles, trucks or other vehicles which are not in operating condition shall be kept on any Lot for more than 14 days.

Section 19. Hunting and Firearms. No hunting shall be permitted on the Property. No firearms shall be discharged on the Property.

# ARTICLE V - Name and Offices of Homeowners Association

Section 1. Name. Declarant has caused a Montana non-profit corporation to be formed to act as the homeowners association for the property. The name of the corporation is "Eagle Point Ranch Homeowners Association, Inc.," hereinafter referred to as the "Association."

Section 2. Address. The initial offices of the Association shall be located at Box 1975, Kalispell, MT 59904.

# ARTICLE VI - Membership and Voting

Section 1. Membership. All Lot Owners shall be members of and constitute the Association. The Owner of any Lot shall automatically become a member of the Association and shall remain a member thereof until such time as the ownership of such Lot ceases for any reason, at which time the corresponding membership in the Association shall automatically cease; provided, however, that to such extent and for such purposes, including voting, as shall be provided by the terms of any appropriate written document filed with the Board of Directors of the Association, the lessor, mortgagee, trust indenture beneficiary, or contract seller of any Lot declared in default under such instrument shall be deemed to be the Owner thereof.

Section 2. Voting. Voting shall be done on a lot by lot basis. Each Lot shall have one vote. Votes may be cast in person or by proxy by the respective Owners as shown in the record of ownership of the Association. An executor, administrator, guardian or trustee may vote for any Lot owned or controlled by him in such capacity, whether or not the same shall have been transferred to his name in the Association's record of ownership, provided that he shall first present evidence satisfactory to the Secretary or presiding officer that he owns or controls such Lot in such capacity. The vote for any Lot owned of record by two or more persons may be exercised by any one of them present, and in case of protest, each co-tenant shall be entitled to only a share of such vote in proportion to his or her share of ownership in such Lot. The Declarant shall be the voting Owner with respect to any Lot owned by him.

Section 3. Transfer of Voting Rights. The authority given by any Owner to another person to represent him at meetings of the Association shall be in writing, signed by such Owner and filed with the Secretary, and unless limited by its terms shall continue until revoked in writing filed with the Secretary or by the death or incapacity of such Owner. Voting rights transferred or pledged by mortgage, deed of trust or agreement of sale of any Lot or interest therein, a true copy of which is filed with the Board through the Secretary, shall be exercised only by the person designated in such instrument until the written release or other termination thereof is filed with the Board in like manner.

# ARTICLE VII - Meetings of Members

Section 1. Annual Meeting. There shall be an annual meeting of voting members of the Association. The annual meeting shall take place on the date and at the time and place set by the Board of Directors. Written notice of the annual meeting shall be mailed to each Owner by regular mail at his or her last known address at least twenty (20) days before the meeting.

Section 2. Special Meeting. Special meetings may be called any time for the purpose of considering matters which require the approval of members. Such a special meeting shall be called by written notice mailed at least ten (10) days prior to the date of such meeting to all voting Owners. Such written notice may be initiated by a majority of the Board of Directors or by the Owners of three of the Lots. Such notice shall specify the date, time and place of the meeting as well as all matters to be considered.

Section 3. Quorum. The presence at any meeting in person or by proxy of Owners of four of the Lots 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 the meeting.

# ARTICLE VIII - Board of Directors

Section 1. Board. The business and property of the Association shall be managed under the direction of a Board of Directors consisting of up to three (3) Directors. Each Director shall be an Owner of a Lot.

Section 2. Initial Directors and Election. The initial Board of Directors shall consist of Wesley A. Wills, who shall serve until the special meeting described below. Within ninety (90) days after the sale and closing of 50% of the Lots, the Declarant shall call and chair a special meeting of the Owners. Written notice of said special meeting shall be given to all voting Owners at least ten (10) days prior to the meeting. At such special meeting, a new Board of Directors shall be elected as follows: One Director shall be elected for a term of three (3) years; one Director shall be elected for a term of two (2) years; and one Director shall be elected for a term of one (1) year. Thereafter, each Director shall be elected for a term of three (3) years, with the term of one Director to expire each year. Prior to the election of the first Board of Directors, the Declarant shall exercise all the powers of the Board of Directors.

Section 3. Regular Meeting. Regular meetings of the Board of Directors shall be held as may be determined by the Board of Directors.



Section 4. Special Meeting. Special meetings of the Board of Directors may be called by the Chairperson, or in his or her absence by the Vice-Chairperson. By unanimous consent of the Directors, a special meeting may be held without notice at any time or place.

Section 5. Notice. Notice of all regular and special meetings (except those held by unanimous consent) shall be mailed to each Director by the Secretary at least five (5) days prior to the time fixed for the meeting. Such notice shall specify the time and place of meeting, and in the case of special meetings shall state the purpose or purposes thereof. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting.

Section 6. Quorum. A quorum for the transaction of business at any regular or special meeting of the Directors shall consist of a majority of the members of the Board.

Section 7. Election of Officers. The Directors shall elect the officers of the Association at the Directors' meeting following each annual meeting of the members of the Association. An officer may be removed at any time by a two-thirds (2/3rds) vote of the full Board of Directors of the Association.

Section 8. Vacancy on Board. Any vacancy or vacancies on the Board of Directors may be filled by the remaining Directors at any special or regular Directors' meeting. Death, incapacity, or resignation of any Director, or his or her continuous absence from the state of Montana for more than six (6) months, shall cause his office to become vacant.

Section 9. Authority of Board. The Board of Directors shall have the responsibility for, and authority to do all things as may be deemed by the Board to be in the best interests of the Association and the Owners, including but not limited to:

(a) The maintenance, upkeep and repair of the roadways serving the Property, including snow removal, except that roads and driveways serving only one Lot shall be the responsibility of the Owner of that Lot.

(b) Setting and collecting from the Lot Owners their shares of the common expenses, fees and assessments.

(c) Reviewing architectural plans submitted by Owners to ensure that the plans meet the requirements of this Declaration. The Board may appoint an architectural review committee (which may or may not consist of Board members) for this purpose. No additional architectural requirements may be imposed by the Board or architectural review committee without an amendment to this Declaration.

(2) Obtaining such liability and/or casualty insurance, if any, with such coverages and limits as the Board may deem appropriate.

(\*) Negotiating and entering into on behalf of the Association any agreements it deems necessary for the best interests of the Association, including any agreements or easements with other persons or entities for maintenance, repair and use of the roadways serving the Property.

Section 10. Removal of Director(s). At a meeting called expressly for that purpose, one or more Directors, or the entire Board of Directors, may be removed, with or without cause, by a vote of two-thirds of the Lot Owners.

#### ARTICLE IX - Officers

Section 1. Officers. The officers of the Association shall be a President (also referred to as Chairperson), a Vice-President (also referred to as Vice-Chairperson), and a Secretary/Treasurer, each of whom shall be elected for a term of one year and shall hold office until their successors are duly elected and qualified. No one shall be eligible for any office who is not a Lot Owner. The Board may appoint such committees and committee chairpersons as appears necessary in its judgment.

Section 2. President and Vice-President. The President shall preside at all Directors' and members' meetings, shall have general supervision over the affairs of the Association, and shall perform all such other duties as are incident to the office. In case of the absence or disability of the President, his or her duties shall be performed by the Vice-President.

Section 3. Secretary/Treasurer. The Secretary/Treasurer shall issue notices of all Directors' and members' meetings and shall attend and keep the minutes of the same, shall have charge of all Association books and records and papers, shall have custody of all money of the Association, and shall perform all other duties as are incident to this office.

#### ARTICLE X. Roads

Section 1. Easement. Each Owner shall have and is hereby granted an easement for ingress, egress, and utilities over and across the areas designated on Certificate of Survey No. 3237 or 3816 as road and utility easements (the "Roads").

Section 2. Maintenance. The Roads shall be controlled and maintained by the Association. The Association may grant further easements over and across the Roads and otherwise deal with the Roads in any manner deemed appropriate by the Association. All or



any part of the Roads may be dedicated or transferred to any public authority by the Association.

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#### ARTICLE XI - Finances

Section 1. Assessments. The Declarant, for each Lot owned within the Properties by the Declarant, hereby covenants and agrees, and each Owner of any Lot, by acceptance of the deed therefor whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association annual assessments and special assessments to be established and collected as hereinafter provided. The annual and special 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 Lots against which each such assessment is made. The assessments shall also be the personal obligation of the Owner(s) of the Lot at the time the assessments were due. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of the Road. Assessments shall be made on a lot by lot basis and the amount of assessment shall be equal for each Lot. The Board of Directors shall fix the amount of the annual assessment against each Lot. Written notice of the annual assessments shall be sent to every Owner. The assessment shall be due and payable within 30 days of the date of the notice. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Road or abandonment of his Lot.

Section 2. Protection of Mortgages. All liens for any assessments shall be subordinate to a first mortgage or first trust indenture. The foreclosure of any first mortgage or first trust indenture, or the acceptance of a deed in lieu of foreclosure by the mortgagee or beneficiary of the trust indenture, shall extinguish the lien of any assessment; provided, however, that any delinquent assessments shall remain the personal obligation of the former Owner and may be collected from the former Owner. If a mortgagee, beneficiary of the trust indenture, or third party obtains title to a Lot in foreclosure or by deed in lieu of foreclosure, the new Owner shall be thereafter subject to payment of assessments in the same manner as any other Owner.

Section 3. Default. In the event of default by any Owner in paying any assessment, the Board shall have the right to assess a late charge not to exceed \$25.00. Furthermore, when an Owner is in default, such Owner shall be obligated to pay interest at the rate of twelve percent (12%) per annum on such delinquent assessments from the due date thereof, together with all expenses, including a reasonable attorney's fee, incurred by the Board of Directors to collect such unpaid assessments. The Board of Directors shall have the right to make reasonable attempts to recover such expenses, together with interest thereon and the expenses of the proceeding, including attorney's fees, in an action brought against such Owner.

personally or by foreclosure of the lien of the assessment. The Board of Directors, acting on behalf of the Association, shall have the power to purchase the Lot at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the Lot. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the unpaid assessments.

Section 4. Statement of Assessments. The Board of Directors shall promptly provide any Owner who makes a request in writing with a written statement of his or her unpaid assessments.

Section 5. Deposit of Funds. The funds of the Association shall be deposited in such financial institutions as the Directors shall designate, and shall be withdrawn only upon the check or order of an officer of the Association duly authorized by the Board of Directors.

Section 6. Borrowing. The Board of Directors shall have the authority to borrow money to meet any deficiency in the payment of assessments or to meet any emergency that may arise in the management of the Property.

#### ARTICLE XII - Miscellaneous

Section 1. Enforcement. The Board of Directors, acting for the Association, or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, covenants, conditions, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained in any one or more instances shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants, restrictions or provisions by judgment or court order shall in no way affect any of the other covenants, restrictions or provisions, all of which shall remain in full force and effect.

#### SECTION XIII - Amendment

Section 1. Approval. No amendment of this Declaration shall be effective unless approved by the Owners of seventy-five percent (75%) of the Lots. The amendment and a certification of the President and Secretary that the amendment was approved by the requisite number of Owners shall be recorded in the records of the Clerk and Recorder of Missoula County, Montana.

Section 2. Procedure. An amendment may be proposed by the Board of Directors or by written petition of the Owners of thirty percent (30%) or more of the Lots. A copy of the proposed amendment shall be voted upon by Owners at an election to be set by the Board of Directors. The election may be conducted by mail, at

BOOK 449 PAGE 1129

a regular or special meeting of the Owners, or by such other means as the Board may choose.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal the day and year first above written.

WILDLANDS, LLC

By: [Signature]

Wesley A. Miller, Member

PYRAMID MOUNTAIN LUMBER, INC.

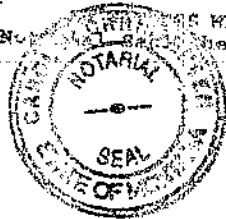
By: [Signature]

Its: [Signature]

STATE OF MONTANA )  
 ) ss  
County of Flathead )

On this 15<sup>th</sup> day of August, 1995, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared WESLEY A. WILKS, known to me to be a member of WILDLANDS, LLC, the limited liability company that executed the within instrument, and acknowledged to me that such company executed the same.

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



Carol S. Christensen  
Notary Public for the State of Montana  
Residing at Salmon Lake, Idaho  
My Commission expires 7/19/99

STATE OF MONTANA )  
 ) ss  
County of Flathead )

On this 16<sup>th</sup> day of August, 1995, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Roger Johnson, known to me to be the President of PYRAMID MOUNTAIN LUMBER, INC., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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



Loren Rose  
Notary Public for the State of Montana  
Residing at Salmon Lake  
My Commission expires 9/8/95

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
AND BYLAWS OF HOMEOWNERS ASSOCIATION

OF

EAGLE POINT RANCH

Exhibit A

- TRACT NO. 1** Certificate of survey No. 3237 located in Section 5, Township 16 North, Range 15 West, Principal Meridian, Montana, Missoula County, Montana. Containing 20.0 acres more or less being subject to all easements or rights-of-way as shown existing or of record.
- TRACT NO. 2** Certificate of survey No. 3237 located in Section 5, Township 16 North, Range 15 West, Principal Meridian, Montana, Missoula County, Montana. Containing 20.0 acres more or less being subject to all easements or rights-of-way as shown existing or of record.
- TRACT NO. 3** Certificate of survey No. 3237 located in Section 5, Township 16 North, Range 15 West, Principal Meridian, Montana, Missoula County, Montana. Containing 20.0 acres more or less being subject to all easements or rights-of-way as shown existing or of record.
- TRACT NO. 4** Certificate of survey No. 3237 located in Section 5, Township 16 North, Range 15 West, Principal Meridian, Montana, Missoula County, Montana. Containing 20.0 acres more or less being subject to all easements or rights-of-way as shown existing or of record.
- TRACT NO. 5** Certificate of survey No. 3237 located in Section 5, Township 16 North, Range 15 West, Principal Meridian, Montana, Missoula County, Montana. Containing 20.01 acres more or less being subject to all easements or rights-of-way as shown existing or of record.
- TRACT NO. 6** Certificate of survey No. 3237 located in Section 5, Township 16 North, Range 15 West, Principal Meridian, Montana, Missoula County, Montana. Containing 20.0 acres more or less being subject to all easements or rights-of-way as shown existing or of record.
- TRACT NO. 7** Certificate of survey No. 3237 located in Section 5, Township 16 North, Range 15 West, Principal Meridian, Montana, Missoula County, Montana. Containing 20.0 acres more or less being subject to all easements or rights-of-way as shown existing or of record.
- TRACT NO. 8** Certificate of survey No. 3237 located in Section 5, Township 16 North, Range 15 West, Principal Meridian, Montana, Missoula County, Montana. Containing 20.0 acres more or less being subject to all easements or rights-of-way as shown existing or of record.
- TRACT NO. 9** Certificate of survey No. 3237 located in Section 5, Township 16 North, Range 15 West, Principal Meridian, Montana, Missoula County, Montana. Containing 20.0 acres more or less being subject to all easements or rights-of-way as shown existing or of record.
- TRACT NO. 10** Certificate of survey No. 3237 located in Section 5, Township 16 North, Range 15 West, Principal Meridian, Montana, Missoula County, Montana. Containing 28.04 acres more or less being subject to all easements or rights-of-way as shown existing or of record.

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- TRACT NO. 11** Certificate of survey No. 3237 located in Section 5, Township 16 North, Range 15 West, Principal Meridian, Montana, Missoula County, Montana. Containing 22.67 acres more or less being subject to all easements or rights-of-way as shown existing or of record.
- TRACT NO. 12** Certificate of survey No. 3237 located in Section 5, Township 16 North, Range 15 West, Principal Meridian, Montana, Missoula County, Montana. Containing 26.06 acres more or less being subject to all easements or rights-of-way as shown existing or of record.
- TRACT NO. 13** Certificate of survey No. 3237 located in Section 5, Township 16 North, Range 15 West, Principal Meridian, Montana, Missoula County, Montana. Containing 23.85 acres more or less being subject to all easements or rights-of-way as shown existing or of record.
- TRACT NO. 16** Certificate of survey No. 3237 located in Section 5, Township 16 North, Range 15 West, Principal Meridian, Montana, Missoula County, Montana. Containing 21.69 acres more or less being subject to all easements or rights-of-way as shown existing or of record.
- TRACT NO. 17** Certificate of survey No. 3237 located in Section 5, Township 16 North, Range 15 West, Principal Meridian, Montana, Missoula County, Montana. Containing 20.0 acres more or less being subject to all easements or rights-of-way as shown existing or of record.
- TRACT NO. 18** Certificate of survey No. 3237 located in Section 5, Township 16 North, Range 15 West, Principal Meridian, Montana, Missoula County, Montana. Containing 30.87 acres more or less being subject to all easements or rights-of-way as shown existing or of record.
- TRACT NO. 19** Certificate of survey No. 3237 located in Section 5, Township 16 North, Range 15 West, Principal Meridian, Montana, Missoula County, Montana. Containing 20.0 acres more or less being subject to all easements or rights-of-way as shown existing or of record.
- TRACT NO. 20** Certificate of survey No. 3237 located in Section 5, Township 16 North, Range 15 West, Principal Meridian, Montana, Missoula County, Montana. Containing 20.0 acres more or less being subject to all easements or rights-of-way as shown existing or of record.
- TRACT NO. 21** Certificate of survey No. 3237 located in Section 5, Township 16 North, Range 15 West, Principal Meridian, Montana, Missoula County, Montana. Containing 20.0 acres more or less being subject to all easements or rights-of-way as shown existing or of record.
- TRACT NO. 22** Certificate of survey No. 3237 located in Section 5, Township 16 North, Range 15 West, Principal Meridian, Montana, Missoula County, Montana. Containing 20.0 acres more or less being subject to all easements or rights-of-way as shown existing or of record.

Attorneys: Kevin Wellman  
Clearwater Realty  
P.O. Box 790  
Seeley Lake, MT 59868

9516242

RECEIVED AND FILED THE INSTRUMENT FOR RECORD ON THE 17 DAY OF AUG 1995 AT 3:17 O'CLOCK P.M. AND IT IS RECORDED IN VOL. 449 OF THE PUBLIC RECORDS OF THE COUNTY OF MISSOULA, STATE OF MONTANA, ON PAGE 1132. FEE \$4.00 PAID BY [Signature] M. ZELCH, COUNTY RECORDER, DEPUTY REC.



June 19, 2006

return  
to →

Eagle Point Ranch Homeowners' Association  
P.O. Box 1204  
Seeley Lake, MT 59868

Missoula County Clerk and Recorder

This letter is a request to record a change in the Declaration of Covenants, Conditions, Restrictions, and Bylaws of Eagle Point Ranch Homeowners Association, Book 449, Page 1121. Specifically, a change has been approved to Article IV, Section 9 of the Declaration. The previously recorded covenants read:

Section 9. Siding and Roof Material. No galvanized metal siding or roof material shall be used on the exterior of structures, except that factory-painted metal roofing or siding is permitted if the color is dark and non-reflective and the color is maintained. Cedar and wood shake roofs are prohibited for fire protection. Exteriors of all dwellings shall be of natural materials.

The new covenants to be recorded are:

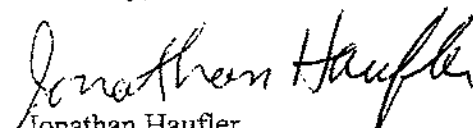
Section 9. Material and Colors. The design and construction of the exteriors of all dwellings and other structures must result in a natural appearance which is compatible with the forested character of the Property. The exterior should be finished in muted medium-to-dark earth-tone colors which blend with the green, brown, and gray colors of the vegetation and soils on the Property. The siding must have the appearance of natural wood or stone. Factory painted metal roofing must be a dark, non-reflective earth-tone color. Cedar and wood shake roofs are prohibited for fire protection.

This requested change was sent to all of the owners of lots in the Homeowner's Association, and was approved by 15 of the 20 lot owners, the required approval level of 75% of the lot owners. A signed copy of the vote of each lot owner that approved this change is on file with the Association as maintained by Carolyn Mehl, Secretary of the Eagle Point Ranches Homeowners Association.

Please record this change to the EPRHOA Covenants. If you require any additional information to complete this request, please let me know.

Thank you for your assistance.

Sincerely,

  
Jonathan Haufler,  
President  
406-677-0257



200619111

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08/01/2006 09:58A

Missoula County Vickie M Zeier COV

Bk-780 Pg-3

I have received and have in the ERHOA files the required number of votes (75%) of valid lot owners for this change in Covenants.

Carolyn Mehl,  
Secretary