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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions, (Declaration) is made this day 20th of September 2002, by Wild River Partners, LLC, a Montana Limited Liability Company (Declarant).

WITNESSETH:

WHEREAS, Declarant is the owner of certain Property in the County of Missoula, State of Montana, which is more particularly described as follows:

Tracts 1,2, 3, 4, 5,6 and 8 of Certificate of Survey No. 5320, located in Section 5, Township 20 North, Range 16 West, P.M.M., Missoula County, Montana.

The Declarant, by and through the following Covenants, Conditions and Restrictions does hereby place certain restrictions, limitations and regulations as to the use of individual tracts that may be created within the subject Property as reflected in Exhibit "A", collectively referred to herein as the "Property".

The Declarant does hereby establish, declare, publish and impose upon all tracts within the Property the following protective covenants which shall run with the land and be binding upon and be for the benefit and value of the Declarant and all purchasers and persons claiming under them, their representatives, grantees, successors and assigns, and all subsequent owners or persons or purchasers claiming under any person or entity to which Declarant may transfer any of the Property, and shall be for the purpose of maintaining a uniform and stable value, character, use and development of the Property.

ARTICLE I - DEFINITIONS:

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any tract which is a part of the Property, including contract sellers, and including Declarant, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Property" or "Properties" shall mean and refer to that certain real Property hereinbefore described.

Section 3. "Tract" shall mean and refer to any separate tract of land that currently exists or that may be subsequently created within the Property.

Section 4. "Declarant" shall mean and refer to Wild River Partners, LLC, each individual partner of said partnership or such persons or entities as they shall thereafter from time to time designate as Declarants.

RT: Kevin Wetherell, FATCO

ARTICLE II
ENVIRONMENTAL PRESERVATION AND GENERAL USE RESTRICTIONS
AND CONTROL

The purpose of the covenants, restrictions, conditions and reservations in this Article and this Declaration generally are intended to insure the use of the Property for attractive residential purposes only; to insure health and happiness; to prevent unnecessary impairment of the environmental or ecological attractiveness of the Property; to maintain the tone of the area in its native form and preserve its natural beauty as far as possible and thereby to secure to each tract owner the full benefit and enjoyment of his property with no greater restriction upon the free and undisturbed use of the same than is necessary to insure the same advantage to the other tract owners. Further, these covenants are intended to preserve the environmental, ecological and aesthetic style and values of the Property and the visual environment, so far as may be consistent with its use for residential purposes as herein contemplated. These restrictions and covenants should be interpreted to accomplish these purposes.

Section 1. Residential Purposes Only. The Property shall be used for residential purposes only. Only one (1) single family dwelling and (1) associated guest residence (provided that the guest residence is used to accommodate guests and is not rented) shall be allowed on each tract, as well as outbuildings associated with rural living such as a shop, barn, etc. There shall be no commercial use on the property. Home office or related uses which do not result in increased vehicular traffic shall not be considered commercial use. No signage promoting a business may be erected upon the Property. Raising of livestock for personal use is permitted.

Section 2. Structural Requirements. All buildings must be of a permanent type of new construction and stick built on site. Mobile homes, travel trailers, motor homes, prefabricated houses or similar type structures may only be used on a temporary basis not to exceed 30 consecutive days or for up to 180 days during construction of a residence. The exterior of all buildings shall be constructed with materials which are non-reflective and of natural colors which blend with the background landscape. Metal roofs are allowed, provided they are a natural color and are non-reflective. Log homes are permitted.

Section 3. Setbacks. Unless there is a specific exception in the original deed from the Declarant to the individual tract owner, no building shall be erected or located upon any tract closer than 100 feet to the property line of the adjoining tract or closer than 100 feet to a road easement or right of way line.

Section 4. Subdivision of Tracts. Each of the Tracts which are in existence at the time this Declaration is recorded may be divided into two tracts, except that Tract 8 may be subdivided into four Tracts. Tract 1 shall not be further subdivided, but may have boundary lines adjusted with adjoining owners. Any Tract which is so divided shall not be further subdivided in any manner. No Tract shall be created which is less than 20 acres in size. A change in boundary lines between adjacent owners shall not be considered a subdivision.

Section 5. Nuisances and Firearms. No noxious or offensive activities shall be carried on upon any tract; nor shall anything be done which may be declared or which may become an annoyance or nuisance in the area. Firearms may be discharged on any tract so long as a nuisance

is not created to that end there shall be no shooting clubs or firing ranges permitted. Hunting is permitted on any tract.

Section 6. Garbage and Rubbish Storage. No tract shall be used or maintained as a dumping ground for garbage or rubbish. All garbage and rubbish shall be stored indoors. No automobiles, trucks or other vehicles which are not in operating condition shall be kept on any lot for more than 14 days.

Section 7. Individual Sewage and Water Systems. No permanent individual sewage disposal system or water system shall be permitted on any tract unless such system is located, constructed and equipped in accordance with the requirements of the Missoula County Health Department and the Montana Department of Environmental Quality. In no event shall any system whether temporary or permanent, be located, constructed or equipped in such a manner as to pollute the water of any stream, spring or other source of water.

Section 8. Preserve Natural Beauty. Consistent with the reasonable use of the Property and the individual tracts for residential use, the Declarant and individual tract owners shall attempt to preserve the natural beauty of Rumble Creek and its surroundings. To this end a tract shall not be denuded of trees and other vegetation and a reasonable number or quantity of trees and vegetation shall be left on each tract to screen the buildings and to preserve the natural setting of the area.

Section 9. Animals and Pets. Animals shall not be permitted to become a nuisance or annoyance in any manner. Dogs shall be limited to 2 per parcel and shall be restricted to the Owner's property by fences or leashes at all times and not be allowed to roam free. Effort shall be made to keep livestock at least 50 feet away from the banks of any stream or spring.

ARTICLE III - GENERAL PROVISIONS

Section 1. Effects of Covenants on Mortgage. A breach of any of the foregoing provisions, conditions, restrictions or covenants, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value on any tract, or portion of any tract, and any improvements thereon, but said provisions, conditions, restrictions and covenants shall be binding upon and effective against any owner thereof whose title thereto was acquired by foreclosure, trustee sale or otherwise.

Section 2. Incorporation of Reference. In any conveyance of any of the lands covered hereby, it shall be sufficient to insert a provision therein to the effect that the conveyance is subject to the restrictions and covenants contained in this document, without setting forth such restrictions and covenants verbatim or in substance in such conveyance.

Section 3. Enforcement. Any property owner who is subject to these covenants as well as the Declarant 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. Each person who has been found by a County of competent jurisdiction to have violated one or more of these covenants shall be liable for all attorney's fees and costs incurred in connection with the litigation. The failure of any Owner or Owners of any tract or

tracts to enforce any of the restrictions set forth in this document at the time of its violation, shall in no event be deemed a waiver of the right to do so thereafter. The restrictions set forth herein shall be personally binding upon any person, persons or corporations, only with respect to breaches committed during its, his or their ownership of or title to any of said tracts and any part thereof.

Section 4. Severability. Invalidation of any of these covenants by judgment or a court order shall not affect any of the other provisions herein, which other provisions shall remain in full force and effect.

Section 5. Amendment. These covenants are to remain perpetual and may be changed by 75% or more of the ownership vote, except that Article II, Sections 1 & 4 may not be amended during the first twenty (20) year period and thereafter only by an instrument signed by not less than seventy five percent (75%) of the owners. Each Tract is to have 1 vote. Any amendment must be recorded with the Missoula County Clerk and Recorder to be of effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 20th day of September, 2002.

WILD RIVER PARTNERS, LLC

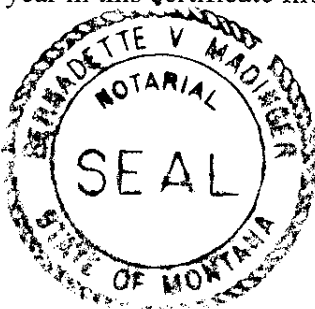
BY: Allan R. Hardan
Allan R. Hardan, Member

BY: Kevin Wetherell
Kevin Wetherell, Member

STATE OF MONTANA)
)ss
County of Missoula)

On this 20 day of Sept, 2002 before me, the undersigned, a Notary Public for the State of Montana, personally appeared Allan R. Hardan and Kevin Wetherell, known to me to be members of the Limited Liability Company that executed the within instrument and acknowledged to me that such partnership executed the same.

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



Bernadette V. Madinger BERNADETTE V. MADINGER
Notary Public for the State of Montana
Residing at: Seely Lake
My Commission expires June 22, 2006