

36  
NON  
7B



Return to:

Kevin Wetherell  
Clear Water Realty, Inc.  
P.O. Box 990  
Seeley Lake, Montana 59868

**GLACIER RIDGE SUBDIVISION  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration is made this 26<sup>th</sup> day of September, 2005, by **GORDON RANCH, LTD.**, a Montana close corporation and **ELK CREEK HOLDINGS, LLC**, of P.O. Box 806, Seeley Lake, MT 59868, hereinafter collectively referred to as "Declarant," who are the owners of certain real property located in Missoula County, Montana, known as **GLACIER RIDGE**, hereinafter referred to as the "Real Property" or "Glacier Ridge", and more particularly described as follows:

Glacier Ridge, a platted subdivision, located in Section 25, Township 20 North, Range 17 West, P.M.M., Missoula County, Montana.

**RECITALS:**

WHEREAS, the Declarant has deemed it desirable to create covenants, easements, conditions, restrictions beneficial and necessary for the Real Property;

WHEREAS 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

GLACIER RIDGE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
PAGE — 1 OF 21

Sullivan, Tabaracci & Rhoades, P.C.  
1821 South Avenue West, Third Floor, Missoula, Montana 59801  
Telephone (406) 721-9700 Telecopier (406) 721-5838  
www.montanalawyer.com

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 Real Property; to prevent the construction of inappropriate structures; to insure the highest and best development of the Real 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; to educate Owners regarding area wildlife and protect and preserve wildlife on the Real Property; and in general to provide adequately for a high quality of improvements on the Real Property and thereby to enhance the values of improvements made by Owners.

NOW THEREFORE, the Declarant hereby makes, declares and imposes the following limitations, restrictions, regulations and uses upon the Real Property as restrictive and protective covenants running with the land and binding upon all present and future owners of any part of the Real Property, and further declares that each Lot located within the Real Property and any additional property hereinafter made subject to the declarations as hereafter set forth, are and shall be held, transferred, sold, conveyed and occupied subject to the restrictive and protective covenants, easements, charges and liens hereafter set forth, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of the premises.

## **ARTICLE I**

### **DEFINITIONS**

Section 1. Architectural Control Committee. "Architectural Control Committee" shall mean and refer to a committee comprised of individuals and with the duties as are described in Article V.

Section 2. Homeowners' Association. "Homeowners' Association" shall mean and refer to the Declarant and/or the Glacier Ridge Homeowner' Association, Inc., as is described in Article II.

Section 3. Board of Directors or Board. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Homeowners' Association, duly elected pursuant to the Bylaws of the Homeowners' Association or appointed by Declarant as

GLACIER RIDGE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
PAGE — 2 OF 21

Sullivan, Tabaracci & Rhoades, P.C.  
1821 South Avenue West, Third Floor, Missoula, Montana 59801  
Telephone (406) 721-9700 Telecopier (406) 721-5838  
[www.montanalawyer.com](http://www.montanalawyer.com)

herein provided.

Section 4. Bylaws. "Bylaws" shall mean and refer to the Bylaws adopted by the Homeowners' Association as amended from time to time.

Section 5. Declarant. "Declarant" shall mean Gordon Ranch, Ltd., a Montana close corporation, and Elk Creek Holdings, LLC, collectively, 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.

Section 6. Declaration. "Declaration" shall mean and refer to this Glacier Ridge Subdivision Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time.

Section 7. Lot. "Lot" shall mean and refer to any division of land shown upon the recorded subdivision plat map of the Real Property subject to this Declaration. In the event a division of land other than a Lot as shown on the recorded plat map is utilized as a building site, as hereinafter authorized, such building site shall be considered as a Lot.

Section 8. Owner. "Owner" or "Owners" shall mean and refer to every person, persons, entity, or entities who are a record Owner of a fee, or undivided fee interest in any Lot which is subject to this Declaration.

Section 9. Person. "Person" shall mean and refer to an individual, corporation, partnership, association, trust or other legal entity or combination thereof.

Section 10. Real Property. "Real Property" and "Glacier Ridge" shall mean and refer to that certain Property, located in Missoula County, Montana, which is more particularly described on Page 1 of this Declaration, and the improvements thereon.

Section 11. Revegetation Plan. "Revegetation Plan" shall mean and refer to the document entitled "Missoula County Noxious Weed Control District Revegetation Plan for Disturbed Sites" attached to, and incorporated into, this Declaration, as the Revegetation Plan and Declaration may be amended from time to time.

GLACIER RIDGE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
PAGE — 3 OF 21

Sullivan, Tabaracci & Rhoades, P.C.  
1821 South Avenue West, Third Floor, Missoula, Montana 59801  
Telephone (406) 721-9700 Telecopier (406) 721-5838  
[www.montanalawyer.com](http://www.montanalawyer.com)

Section 12. Riparian Areas. "Riparian Areas" means the areas shown upon the Riparian Resource Management Plan Map attached to, and incorporated into, this Declaration which are designated as the "Areas of Riparian Resource, No-Build Zones (Including 50' Buffer)."

Section 13. Riparian Resource Management Plan. "Riparian Resource Management Plan" or "Riparian Management Plan" shall mean and refer to the Riparian Resource Management Plan attached to, and incorporated into, this Declaration.

Section 14. Roads. "Roads" shall mean areas as shown upon the recorded subdivision plat map of the Real Property subject to this Declaration, including but not limited to Stoner Lake Road, as said plat map now exists and as it may hereafter be amended, which are designated as road and utility easements.

Section 15. Road Maintenance Agreement. "Road Maintenance Agreement" shall mean and refer to the provision addressing road maintenance as described in Article II, Section 3.

Section 16. WRI Guidelines. "WRI Guidelines" shall mean and refer to the Wildland/Residential Interface Vegetation Reduction Guidelines attached to, and incorporated into, this Declaration.

## ARTICLE II

### HOMEOWNERS' ASSOCIATION

Section 1. Homeowner's Association. The Declarant, after execution of this Declaration, but before the sale of any Lots, shall incorporate in the State of Montana a nonprofit corporation to be named the "Glacier Ridge Homeowners' Association." This Association shall be incorporated for the purposes of exercising the powers as described in this Declaration and those otherwise reasonable and necessary to carry out the functions of a homeowners' association.

Section 2. Assumption of Duties by Homeowners' Association. Until such time as a Lot is sold by the Declarant, Declarant shall act as the Homeowners' Association.

Subsequent to the Declarant's sale of a Lot, the Homeowners' Association shall assume all duties set forth in this Declaration.

Section 3. Homeowners' Association Duties. Among its other duties as set forth in this Declaration, the Homeowners' Association shall comply with the following Road Maintenance Agreement:

Road Maintenance Agreement. The Homeowners' Association shall maintain the Roads, including dust control, snow plowing, and repair as needed. In addition, the Homeowners' Association shall be responsible for weed control along the Roads. The methods of weed control along the Roads shall be in compliance with the Montana County Weed Control Act and the Missoula County Noxious Weed Management Plan. The methods of weed control shall be approved by the Missoula County Weed Supervisor. The Homeowners' Association shall comply with the Revegetation Plan.

### **ARTICLE III**

#### **MEMBERSHIP & VOTING RIGHTS**

Section 1. Membership. Every person or entity who is an Owner of record of a fee, or undivided fee, interest in any Lot shall be a Member of the Homeowners' Association, including any person or entity purchasing any such Lot under a contract, 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. Membership shall be appurtenant to and may not be separated from ownership of the Lot which is subject to assessment by the Homeowners' Association. Ownership of such Lot shall be the sole qualification for membership. Acceptance of a deed, notice of purchasers' interest or documentation evidencing an ownership interest in a Lot shall be deemed to be consent to membership in the Homeowners' Association. The recording of a deed or other document evidencing an ownership interest shall be prima facie evidence of acceptance of that document by the receiver of the interest transferred.

GLACIER RIDGE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
PAGE — 5 OF 21

Sullivan, Tabaracci & Rhoades, P.C.  
1821 South Avenue West, Third Floor, Missoula, Montana 59801  
Telephone (406) 721-9700 Telecopier (406) 721-5838  
[www.montanalawyer.com](http://www.montanalawyer.com)



Section 2. Suspension of Membership. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Homeowners' Association, or if a Member is in violation of any rules and regulations established by the Board of Directors, the rights of a member may be suspended, after notice and hearing, for a period not to exceed thirty (30) days.

Section 3. Voting Rights. Each Lot owned by a Member in good standing with no delinquent fees or assessments shall be entitled to one (1) vote. When more than one person holds an interest in a Lot, all such persons shall be Members. However, the one vote for such Lot shall be exercised as the Owners of that Lot determine, but in no event shall more than one (1) vote be cast with respect to any Lot. A simple majority of the quorum of Members represented at any meeting (a minimum of 51%) shall be sufficient to pass motions, approve resolutions, or elect directors, unless a greater majority is required by the Declaration of Covenants, Bylaws, Articles of Incorporation or statutes.

Section 4. Procedures. The procedure concerning meetings, voting, quorums, membership rolls, and administration of the Homeowners' Association shall be established in its Articles of Incorporation and Bylaws.

**ARTICLE IV**

**ASSESSMENTS**

Section 1. Purpose of Assessments. The assessments levied by the Homeowners' Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of Glacier Ridge, including but not limited to road maintenance and weed control, and in particular for the administration and enforcement of the covenants and any Bylaws of the Homeowners' Association.

Section 2. General Assessments. The general assessments levied by the Homeowners' Association shall be utilized to provide funds consistent with the purposes of the Homeowners' Association. The assessments may include, but shall not be limited to, the following:



A. Annual Assessment. An annual assessment for administration of the Homeowners' Association, including, but not limited to maintenance costs, liability insurance, other normal expenses and to provide funds for such other purposes as the Board of Directors may find necessary and consistent with the purposes of the Homeowners' Association. No compensation for service shall be paid to members of the Architectural Control Committee. Reimbursement for actual costs incurred may be paid if deemed appropriate by the Board of Directors.

B. Capital Improvement Assessments. The Homeowners' Association may levy in any year a special assessment for the purpose of defraying in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of any capital improvement, including the necessary fixtures and personal property related thereto, or for such other capital improvements as are determined necessary or desirable. However, no assessment shall be levied which has not been approved by the affirmative vote of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called to consider such special assessment. No such assessment shall be established to cover a period in excess of five (5) years.

C. Emergency Assessments. The Board of Directors is authorized to levy in any assessment year an emergency assessment, which shall not exceed four (4) times the amount of the Annual Assessment for that year. Additional emergency assessments require the approval of a simple majority of the votes of the Members who are voting in person or by proxy at a meeting duly called to consider such additional emergency assessment. Emergency assessments shall be levied only to meet costs and expenses precipitated by an emergency causing damage or a change of condition that must be remedied promptly to insure a safe and adequate continuation of facilities or services.

D. Legal Reserve and Compliance Assessments. In addition to the assessments herein provided, the Board of Directors may levy an assessment for the purpose of establishing a legal reserve fund for legal fees and costs to enforce this Declaration. Nothing herein shall be

interpreted to preclude the Board of Directors from utilizing other funds for compliance purposes.

Section 3. Specific Assessments. In addition to the general assessments described above, the Board of Directors of the Homeowners' Association shall levy assessments for the specific purposes as follows:

A. Road Maintenance. The Homeowners' Association shall levy assessments adequate to fund the road maintenance required of the Homeowners' Association, under Article II, Section 3.

B. Weed Control. The Homeowners' Association shall budget a portion of the total assessments assessed and collected to fund weed control along the Roads as required of the Homeowners' Association, under Article II, Section 3.

Section 4. Uniform Rate of Assessments. Except as otherwise provided herein, annual assessments and special assessments must be fixed at a uniform rate for all Lots.

Section 5. Payment of Assessments. The assessments provided for herein shall be computed on a yearly basis, commencing on the 1st day of January of each year and terminating on the 31st day of December of the same year. The assessments for any year shall become due and payable annually. The Board shall fix the amount of the assessment against each Lot for each assessment period of at least thirty (30) days in advance of the due date specified herein, and written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Secretary of the Association shall keep records of the assessment amounts due and the payment of assessments for each Owner and provide the records for purposes of the sale of Lots and other instances in which the amount and payment of assessments is relevant.

Section 6. Effect of Non-Payment of Assessment. If the assessments are not paid by midnight on the date when due, then such assessments shall become delinquent and shall, together with any interest thereon, become a continuing lien on the Lot, and its improvements, which lien shall run with the land. If the assessment remains unpaid for thirty (30) days after such due date, the assessment shall bear interest from the due date at the maximum annual percentage rate permitted by law.



The Homeowners' Association may bring an action at law against the Owner and/or Lot obligated to pay the same, and there shall be added to the amount of such assessment their costs of collecting the same for foreclosing the lien thereof, including reasonable attorneys' fees.

## ARTICLE V

### **ARCHITECTURAL CONTROL COMMITTEE**

Section 1. Appointment of Architectural Control Committee. The Real Property and surrounding area have been created, designed and constructed by the Declarant pursuant to the plan of development intended to promote the overall desirability of the area, the quality of the residential structures existing and proposed, and the aesthetic desired by present and future homeowners. To fulfill the assurances given by the Declarant to the various governmental agencies and authorities for approval of the subdivision, Declarant has a vested interest in ensuring that the quality of the development in the area continue as planned. Accordingly, until such time as Declarant has sold a Lot, Declarant shall constitute the Architectural Control Committee and perform its duties as set forth herein. When one or more Lots are sold, but the Declarant continues to own one (1) or more Lots, the Homeowners' Association shall appoint to the Architectural Control Committee such representatives as requested by Declarant. At such time as Declarant no longer holds an ownership interest in any Lot in Glacier Ridge covered by this Declaration, the Board of Directors will select from the existing Owners two (2) persons to serve on the Architectural Control Committee.

Section 2. Duties of Architectural Control Committee. No site clearing, landscaping or preparation shall be commenced, no building or other structure shall be started, constructed, installed, erected or maintained on any Lot, nor shall any addition thereto or change or alteration therein, including exterior surface finish or other appearance changes, be made until the complete plans and specifications for each development, addition, change or alteration thereof have been submitted to and approved in writing by the Architectural Control Committee.

A. Criteria for Approval. The criteria by which the Architectural Control Committee will review any proposed plans for the construction of improvements or exterior modifications on any Lot shall be made available to the purchaser of



any Lot. It is the obligation of the Owner of any Lot to obtain current versions of the criteria prior to preparation of plans or specifications for construction of improvements or exterior modifications and prior to submission of materials for review by the Architectural Control Committee. The Architectural Control Committee will evaluate proposed plans for construction of improvements or exterior modifications based upon the most recent criteria for review as may be in effect as of the time the plans are submitted for review and is not obligated to use the criteria in effect at the time the Lot was purchased. While the review criteria must be reasonably designed to enhance and protect the nature of the Real Property in the area, purchasers of Lots need to be aware that the Architectural Control Committee may from time to time adopt more stringent criteria than what existed at the time a Lot was purchased.

B. Decision of Architectural Control Committee. Approval by the Architectural Control Committee shall be in writing and issued within thirty days (30) after the proposed plans and specifications of any structure and required fees are submitted. In the event the Architectural Control Committee fails to act within thirty (30) days after the proposed plans and specifications of any structure and required fees are submitted, it shall be deemed that the Architectural Control Committee has disapproved the proposed plans and specifications of any structure. Upon request, the Architectural Control Committee shall state the reasons for a disapproval in writing.

C. Fees for Approval. The Architectural Control Committee reserves the right to require reasonable fees to be paid with the filing of the plans and specifications and the issuance of building or other approvals. Any undertaking that is approved under this section shall be concluded in strict accordance with the approved plans and specifications. Approvals may be based on engineering, architectural, legal or aesthetic grounds.

**ARTICLE VI**

**RESTRICTIONS AND COVENANTS**

Section 1. Purposes. These restrictions and covenants are made for the purposes creating and keeping the premises, insofar as is possible, protected from

wildlife, preserving wildlife, desirable, attractive, beneficial, as well as suitable in architectural design, materials and appearance; and guarding against any unnecessary interference with the natural beauty of the Real Property; all for the mutual benefit and protection of the Owners of Lots within the Real Property.

Section 2. Uses and Zoning. No portion of the Real Property shall be used except for residential purposes, and no business, trade, or manufacture shall be conducted thereon, except for that a business may operate from a residence located on the Real Property if operation of the business results in only a modest increase traffic on the Real Property and the business is approved by the Association. A modest increase in traffic is considered no more than four (4) vehicles traveling to and from the business each day.

Section 3. Type of Residential Structures. No residential structures shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family residential structure, one (1) guest home and associated barns and outbuildings. A single-family residential structure may include a ranch style, split level, tri-level or two-story residence.

Section 4. Residential Structure Size, Exterior Appearance and Construction. The area of any residential structure located on a Lot, exclusive of open porches and garages, shall be not less than 1,800 square feet. Exteriors of all structures shall be of a natural, non-metallic appearance, and the use of cedar, pine or log is encouraged. All structures shall be constructed of new materials and must utilize a concrete foundation. However, suitable materials such as used brick or beams may be utilized provided that the Architectural Control Committee has provided advance approval. No galvanized metal siding or roof material shall be used on the exterior of structures and outbuildings, 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 purposes of fire protection. No mobile homes, either double or single wide, or other premanufactured homes constructed off-site from the Lot on which they would be situated shall be permitted.

Section 5. Guest Houses and Outbuildings. Guest houses and outbuildings, including but not limited to detached garages, barns, and storage sheds, may be constructed if approved by the Architectural Control Committee.



Section 6. Fences. Fencing the perimeter of the Real Property in a manner that blocks the natural movements of wildlife is strongly discouraged. This includes, but is not limited to, the use of chain link fences, woven fire fences or hog panel fences. Owners must be aware that important wildlife habitat exists in the Swan Valley and fencing should be compatible with the needs of wildlife to move across the landscape. The movement patterns of deer, elk, moose, bears and mountain lions should be taken into account if fencing is required. Fencing of the Lots should be kept to the minimum needed. Fences with the top barrier height (rail or wire) of no more than 48 inches and a bottom barrier 12-15 inches above the ground will best allow wildlife to cross the fence without causing damage to the fence or the wildlife. Woven wire fences are the least wildlife friendly and are most apt to be damaged by wildlife or cause injury to them.

Section 7. Setback Lines. Each Lot herein described is subject to the following conditions and restrictions:

- (i) There shall be at least one hundred feet (100') between the exterior of a house, appurtenance or other structure and the boundary of any Lot also located within Glacier Ridge.
- (ii) No house, appurtenance or other structure may be located within the no build zones identified on the final plat of Glacier Ridge.
- (iii) In the event any Owner utilizes two (2) or more contiguous Lots for the purpose of one (1) building site where a portion of the structure or any outbuilding would be built on both Lots, then in that event the above setback lines shall apply as though both Lots constituted one (1) building site without reference to the contiguous Lot lines.

Section 8. Construction. All construction on or within the Properties shall be diligently completed and shall in any event be completed within twelve (12) months after commencement unless specific written extension is given by the Homeowners' Association. No construction shall at any time obstruct or interfere with pedestrian or

vehicular traffic. 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, except during the construction of a single-family residence. In no event may the trailer homes, mobile homes, or prefabricated homes of any kind or type be placed on the Real Property for time exceeding 6 months total.

Section 9. Radon. Owners are advised that Missoula County has potential for high radon and all new residential structures should incorporate radon resistant construction features.

Section 10. Reclamation. In the event a residence is constructed within an area of a Lot which varies from the recommended building site location noted on the Preliminary Subdivision Plat of the Real Property subject to this Declaration, the Owner shall reclaim any portion of the pre-existing driveway that will not be used to provide access to the dwelling unit or accessory structures.

Section 11. Addressing. Owners shall maintain emergency address numbers located at their driveway entrance and on their dwelling. All house numbers shall be of a size, coloring and location so as to be visible from the Roads.

Section 12. 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. Dead-end driveways in excess of one hundred and fifty (150) feet in length shall have a turnaround for fire apparatus. A turnaround shall be located within one hundred and fifty (150) feet of the building. A minimum unobstructed width of not less than twenty (20) feet and an unobstructed vertical clearance of 13'6" shall be provided for any driveway over one hundred and fifty (150) feet in length. The opening through a gate should be two (2) feet wider than the road.

Section 13. Temporary Structures and Vehicular Parking. Except as provided in Section 8 herein, 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 Real 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 14. Junk Vehicles. There shall be no repairing of vehicles on the Roads or Lots within the Real Property at any time. In addition, no junk vehicles shall be parked or otherwise located on Lots within the Real Property. A junk vehicle is a vehicle which is not operational and/or does not have a current license and registration.

Section 15. Garbage and Refuse Disposal. No garbage or other refuse shall be thrown or dumped on any land within the Real Property. Unless and until such time as Glacier Ridge is serviced by a refuse district, all Owners shall, either themselves or through a disposal collection company, transport their garbage and other refuse to the Seeley Lake Waste Transfer Center.

Owners shall contain all garbage and other refuse in bear proof garbage receptacles. If an Owner utilizes a bear-proof garbage receptacle of the modified garbage can type which can be easily moved, Owners must keep this garbage receptacle inside a building until the Owner transports the garbage and other refuse to the Seeley Lake Waste Transfer Center, or until the morning of the regularly-scheduled day for the collection of garbage and other refuse if a garbage collection service is used. Owners shall empty all garbage receptacles prior to absences from the Real Property which are seven (7) days or longer.

There shall be no burning of refuse out of doors except as may be approved by the Missoula County Health Department.

Section 16. Exterior Maintenance and Weed Control. Each Owner of a Lot shall provide exterior maintenance upon such Lot and structures, including fences, thereon to include painting and repairing the structures, maintaining any lawn and/or grounds, and precluding weeds, underbrush and other unsightly objects to accumulate or remain on the Lot. The Owner of each Lot shall be responsible for the control of noxious weeds and vegetation on the entirety of such Owner's Lot in compliance with the Montana County Weed Control Act and the Missoula County Noxious Weed Management Plan. The Owner of each Lot shall re-vegetate any ground disturbance caused by noxious weeds with beneficial species at the first appropriate opportunity after the ground disturbance occurs in accordance with the Revegetation Plan.

Section 17. Utilities, Wiring and Antennas. All utility service lines shall be

located underground. Television or satellite monitoring devices located upon said premises are to be located so as to be as inconspicuous as possible. Television signal reception dishes may be located on the premises in locations to be as inconspicuous as possible. Such dishes shall not exceed twenty-four inches (24") in diameter. No external television or radio antennas other than television signal reception dishes specifically authorized herein shall be permitted to be mounted on any residential structure, garage, outbuilding or separately mounted on any Lot. This provision specifically prohibits the construction and erection of any short wave radio towers, ground plane or loop antennas.

Section 18. Wood Burning Devices. Owners may install and use wood burning devices. Owners are encouraged to install pellet stoves or EPA-approved wood stoves that emit less than 4.1 grams of particulate per hour to reduce particulate pollution in the area.

Section 19. Trees. Owners shall preserve and protect to the maximum extent possible perch/nesting trees, such as large ponderosa pine and larch, for use by bald eagles, osprey and other raptors. Owners shall not cut trees or thin or remove timber within the one hundred foot (100') setback area set forth in Article VI, Section 7(i) of this Declaration, nor shall Owners permit others to do so. Upon an Owner's presentation of a harvest plan, the Homeowners' Association may approve the cutting, thinning and/or removal of timber to promote a healthy, sustainable forest within the one hundred foot (100') setback area. Owners may harvest interior trees which are not located within the one hundred foot (100') setback area at their discretion.

Section 20. Vegetation. Owners shall comply with the attached WRI Guidelines.

Section 21. Riparian Resource Management Plan. All Owners and their guests and invitees shall comply with the attached Riparian Resource Management Plan. In summary, no vehicular access through or across the Riparian Area is permitted, except that vehicular access is permitted through or across Roads, as defined in this Declaration, which contain riparian vegetation. No permanent structures shall be constructed in the Riparian Resource Management Areas. No alteration or removal of riparian vegetation is permitted in the Riparian Resource Management Area. Pedestrian access through or across the Riparian Resource Management Areas by Owners and their guests and invitees is permitted.

Section 22. Wildlife. The aesthetic value of the proximity of the subdivision to wildlife and native flora and fauna should be protected. Wildlife should not be discouraged from travel over the subdivision properties. Declarant shall provide Owners with will a copy of "Living with Wildlife," an educational brochure distributed by the Office of Planning and Grants in Missoula, Montana. In addition, Declarant shall incorporated as a separate attachment to this Declaration Exhibit A of the Special Warranty Deed between Plum Creek Timberlands, L.P. and Gordon Ranch, Ltd., which contains additional educational information related to wildlife and human development of private lands. This educational material is presented to landowners to reduce wildlife attractants on the Real Property and to reduce the likelihood of violating Montana Code Annotated 87-3-103. For further information on living with wildlife, contact Montana Fish Wildlife and Parks, Missoula, 542-5500.

Section 23. Animals and Pets. Some domestic animals and livestock and their food can be attractive to predators and other wildlife species. For this reason, Owners shall not raise or keep chickens, hogs and goats on their Lots. With the exception of chickens, hogs and goats, 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. 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 Lot 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 or Riparian Area. Dogs shall be limited to 3 per Lot 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 24. Bird Feeding. Owners who engage in bird feeding shall confine bird feeding to the winter months so as not to attract bears. Owners using hummingbird feeders shall suspend the feeder in a manner similar to that used for hanging gear at established campgrounds in bear country.

Section 25. Hunting. Owners and their immediate families only may hunt on the Real Property.





Section 26. Noxious or Offensive Activity and Materials. No noxious or offensive activity shall be carried on upon the Real Property, nor shall anything be done thereon which constitutes an annoyance or nuisance to the neighborhood. No materials or mechanical equipment shall be used in a manner detrimental to residential use of the Real Property because of vibration, noise, dust, smoke or odor.

Section 27. Damaged Property. Any dwelling damaged by fire or other casualty must be removed from the premises or repairs commenced within one hundred twenty (120) days unless an extension for such removal or repair is granted by the Architectural Control Committee. The Association may remove any damaged dwelling that the Owner does not timely removed or repair at the Owners' expense, and the Association may pursue any and all legal and equitable remedies to enforce compliance and to recover any expenses incurred in connection herewith. Any cost incurred by the Association under this section shall become a special assessment upon the lot of the Owner. The Association may exercise all rights to collect that assessment as it does other assessments pursuant to Article IV.

Section 28. Subdivision of Lots. Each Lot in existence on the effective date of this Declaration may be subdivided once. Any lot which is so divided shall not be further subdivided in any manner. No Lot shall be created which is less than 10 acres in size. A change in boundary lines between adjacent Owners shall not be considered a subdivision.

Section 29. Approval by Declarant. The approval by the Declarant provided for herein may be given by the Declarant, its duly authorized agent and successors or assigns or a committee appointed by the Declarant until the authority to give such approval shall be transferred by the Declarant, its successors, or assigns to the Homeowners' Association.

**ARTICLE VII**

**EASEMENTS**

Section 1. Declarant's and Homeowners' Association's Easements. The Declarant and the Homeowners' Association, and their agents and employees, shall have a non-exclusive right and easement in and to the Roads for the purpose of carrying out their duties as set forth throughout this Declaration, including but not



limited to an easement for the installation and maintenance of utilities and drainage facilities and drain ways, and to locate, install, erect, construct, expand, maintain, and use, or authorize the location, installation, erection, construction, expansion maintenance, and use of waterlines, drains, sewer lines, electric lines, telephone lines, and other utilities, and to give or grant a right-of-way easement, not more than twenty feet (20') in width thereof: (a) over any part of any Lot within the Real Property, providing that such location, installation, erection, construction, expansion, maintenance, and use is harmonious with the development of the Real Property. The Declarant and/or the Homeowners' Association may dedicate or transfer to any public authority all or any part of the Roads. Notwithstanding the provisions of Article X, this section shall not be amended or altered by the Homeowners' Association or Owners without the consent of the Declarant.

Section 2. Owners' Easements. Each Owner shall have and is hereby granted an easement for ingress, egress and utilities over and across the Roads.

**ARTICLE VIII**

**TERM OF DECLARATION**

The covenants, conditions, charges, and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, the Declarant, and the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors or assigns, in perpetuity.

**ARTICLE IX**

**WAIVER, ALTERATION, ABANDONMENT, TERMINATION, OR AMENDMENT**

This Declaration may be waived, altered, abandoned, terminated or amended by an instrument signed by at least thirty (30%) of the Owners of Lots subject to this Declaration; provided, however, that; (1) any such waiver, alteration, abandonment, termination or amendment which shall affect any part of this Declaration required as a condition of approval of Glacier Ridge in whole or in part, including but not limited to the Reclamation provision set forth above in Article VI, Section 10, the Radon provision set forth above in Article VI, Section 9, and the Address provision set forth above in Article VI, Section 11, must be reviewed and approved in writing by the Missoula



County Commissioners; and (2) any such waiver, alterations, abandonment, termination, or amendment which shall affect the water and sewage systems must first be approved by the Department of Health and Environmental Sciences of the State of Montana, the Public Service Commission of the State of Montana and the Declarant. The right to waive, alter, abandon, terminate, reclaim or amend certain provisions in this Declaration has been restricted or eliminated notwithstanding any provision contained in this Article.

**ARTICLE X**

**ENFORCEMENT**

The Declarant, the Homeowners' Association or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereinafter arising under this Declaration. Failure by the Declarant, the Homeowners' Association or any Owner to enforce any Covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. If any person entitled to do so shall bring legal action to enforce any provision of this agreement, the prevailing party to such action shall be entitled to recover from the other, in addition to any other damages or injunctive relief, reasonable attorney's fees and costs of the action.

In addition to the enforcement rights of the Declarant, Homeowners' Association and Owners listed above, Missoula County and/or the Montana Department of Fish, Wildlife and Parks shall have the right and the option to enforce by any proceeding at law or in equity all protective covenants related to reducing conflicts between humans and wildlife now or hereafter imposed by the provisions of this Declaration. The method of enforcement may include legal action to prohibit any breach, to recover damages or both. Failure to enforce by any parties having the option or right to enforce shall in no way be deemed a waiver of the right to do so thereafter. None of the parties permitted to enforce these covenants are required to enforce them and may elect to waive enforcement. No cause of action shall occur against any of the parties named herein as a result of any decision regarding enforcement of the protective covenants. Some or all of the parties permitted to enforce these protective covenants may enter into a memorandum of understanding regarding enforcement provided for in these protective covenants.



**ARTICLE XI**

**SEVERABILITY**

Invalidation of any one of these Covenants or restrictions by judgment or court order shall in no way affect the remaining provisions which shall remain in full force and effect and in particular the invalidation of any separate paragraph of the provisions relating to building restrictions shall in no way affect the enforceability of any other paragraph.

**ARTICLE XII**

**LIABILITY OF THE DECLARANT**

The Declarant shall have no liability for any of its actions or failures to act, or for any actions or failures to act of the Homeowners' Association or any Owners of the Lots within the Real Property. The relationship between the Declarant, the Homeowners' Association and the Owners shall be deemed to be that of independent contractors, and not that of principal and agent, partnership or joint venture. In addition, the Declarant shall have no liability or obligation under this Declaration to any person or entity except such liabilities and obligations as the Declarant may expressly assume herein.

IN WITNESS WHEREOF, the Declarant has executed the foregoing Declaration on the year and date first above written.

GORDON RANCH, LTD

ELK CREEK HOLDINGS, LLC

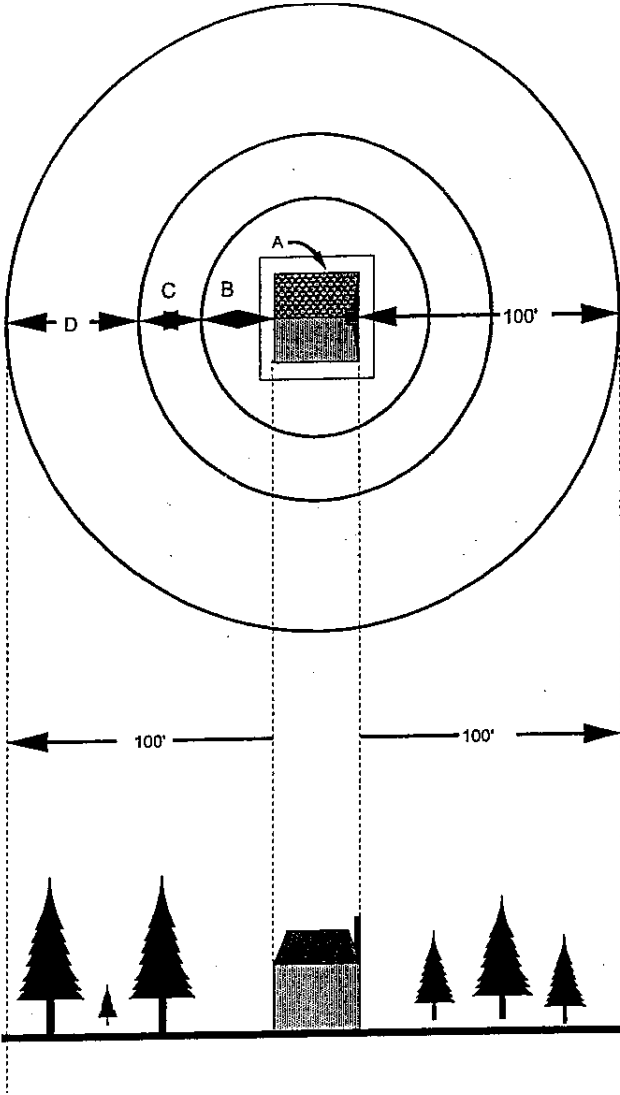
By: Horton B. Koessler Mem.  
Horton B. Koessler, Member

By: Kevin Wetherell, member  
Kevin Wetherell, Member



**APPENDIX VIII**  
**WILDLAND/RESIDENTIAL INTERFACE**  
**VEGETATION REDUCTION GUIDELINES**

VEGETATION REDUCTION GUIDELINES: 0% TO 10% SLOPE



A = THE FIRST THREE (3) FEET OF B

Maintain an area of non-combustible material - flowers, plants, concrete, gravel, mineral soil, etc.

200604395  
Page: 22 of 36  
02/27/2006 03:08P  
BK-769 Pg-857  
Missoula County Vickie H Zeller COV

B = TEN (10) FEET

Remove all trees and downed woody fuels.

C = TWENTY (20) FEET

Thin trees to ten (10) feet between crowns.

Prune limbs of all remaining trees to fifteen (15) feet or one-third (1/3) the total live crown height, whichever is less.

Maintain surface vegetation at three (3) inches or less.

Remove all downed woody fuels.

D = SEVENTY (70) FEET

Thin trees to ten (10) feet between crowns.

Prune limbs of all remaining trees to fifteen (15) feet or one-third (1/3) the total live crown height, whichever is less.

Remove all downed woody fuels more than three (3) inches in diameter.



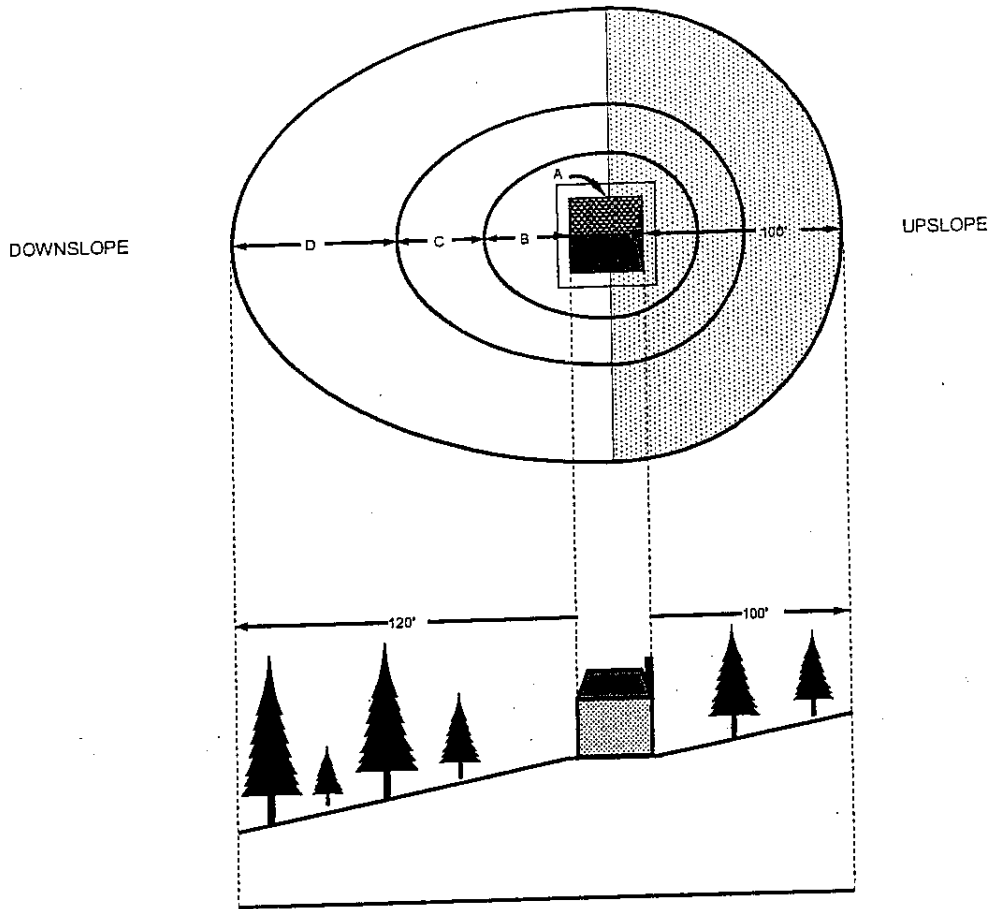
200604395

Page: 23 of 36  
02/27/2006 03:08P

Missoula County Vickie M Zeier COV

Bk-769 Pg-857

VEGETATION REDUCTION GUIDELINES: 10% TO 20% SLOPE



The shaded areas (upslope) of B, C, & D remain a constant distance of ten (10) feet, twenty (20) feet, and seventy (70) feet respectively. The shaded area begins from the mid-section of a structure. The unshaded areas (downslope) of B, C, and D increase with slope as detailed below:

A = THE FIRST THREE (3) FEET OF B

Maintain an area of non-combustible material – flowers, plants, concrete, gravel, mineral soil, etc.

B = FIFTEEN (15) FEET

Remove all trees and downed woody fuels.

200604395  
 Page: 24 of 36  
 02/27/2006 03:08P  
 BK-769 Pg-857  
 Missoula County Vickie M Zeller COV



C = TWENTY- FIVE (25) FEET

Thin trees to ten (10) feet between crowns.  
Prune limbs of all remaining trees to fifteen (15) feet or one-third (1/3) the total live crown height, whichever is less.  
Maintain surface vegetation at three (3) inches or less.  
Remove all downed woody fuels.

D = EIGHTY (80) FEET

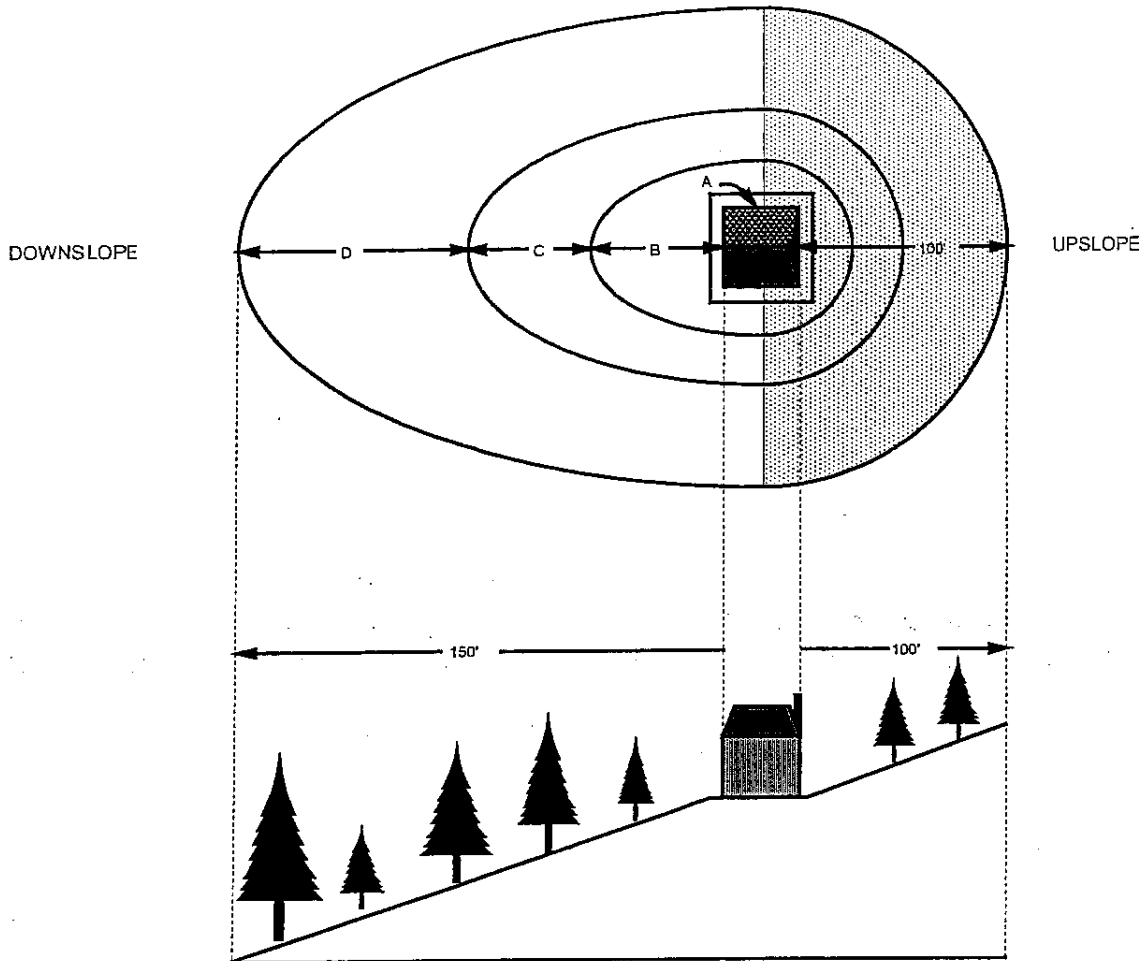
Thin trees to ten (10) feet between crowns.  
Prune limbs of all remaining trees to fifteen (15) feet or one-third (1/3) the total live crown height, whichever is less.  
Remove all downed woody fuels more than three (3) inches in diameter.



200604395  
Page: 26 of 36  
02/27/2006 03:08P  
Bk-769 Pg-857

Missoula County Vickie M Zeier COV

VEGETATION REDUCTION GUIDELINES: 20% TO 30% SLOPE



The shaded areas (upslope) of B, C, & D remain a constant distance of ten (10) feet, twenty (20) feet, and seventy (70) feet respectively. The shaded area begins from the mid-section of a structure. The unshaded areas (downslope) of B, C, & D increase with the slope as detailed below:

A = THE FIRST THREE (3) FEET OF B

Maintain an area of non-combustible material – flowers, plants, concrete, gravel, mineral soil, etc.

B = TWENTY (20) FEET

Remove all trees and downed woody fuels.

C = THIRTY (30) FEET

Thin trees to ten (10) feet between crowns.

Prune limbs of all remaining trees to fifteen (15) feet or one-third (1/3) the total live crown height, whichever is less. Maintain surface vegetation at three (3) inches or less.

Remove all downed woody fuels.

D = ONE HUNDRED (100) FEET

Thin trees to ten (10) feet between crowns.

Prune limbs of all remaining trees to fifteen (15) feet or one-third (1/3) the total live crown height, whichever is less. Remove all downed woody fuels more than three (3) inches in diameter.

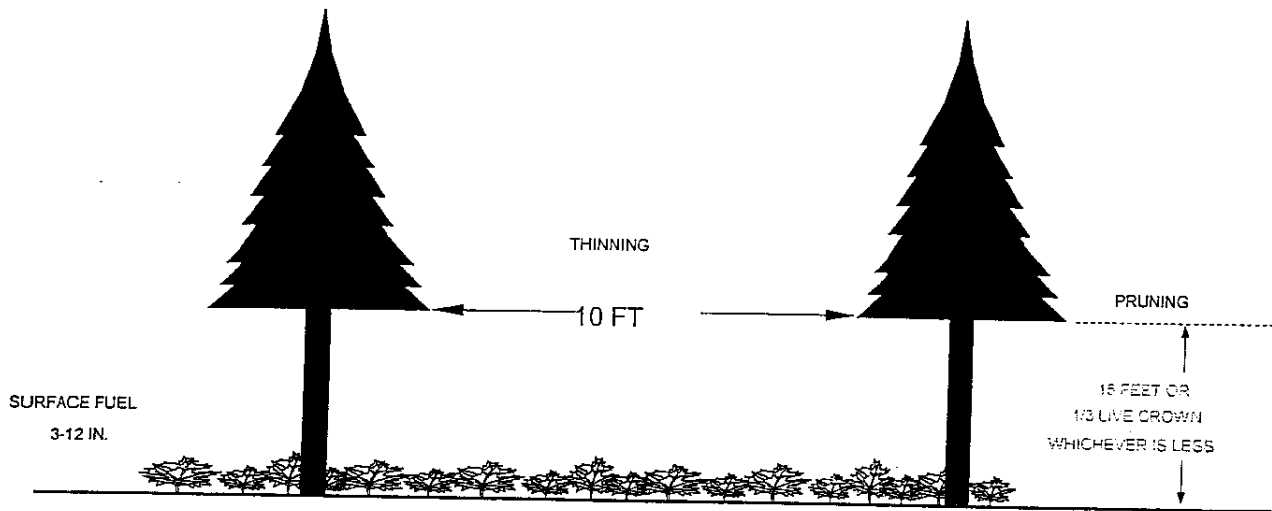


200604395

Page: 27 of 36  
02/27/2006 03:08P  
Bk-769 Pg-857

Missoula County Vickie M Zeier COV

## VEGETATION REDUCTION GUIDELINES: THINNING AND PRUNING



In areas where vegetation modification is prescribed, use the following guidelines:

A. THINNING

Thin trees to ten (10) feet between crowns.

B. PRUNING

Prune the limbs of all remaining trees to fifteen (15) feet or one-third (1/3) the total live crown height, whichever is less.

C. SURFACE VEGETATION

Maintain surface vegetation at three (3) feet to twelve (12) feet as detailed.



## RIPARIAN RESOURCE MANAGEMENT PLAN

### Site Location:

*Glacier Ridge* is a proposed 5 lot Minor Subdivision of a one-quarter section of land containing 160 acres, more or less. The property is located off of Kraft Creek Road (Road # 561) south and west of Condon in rural northern Missoula County. The property is in the Swan Valley approximately equidistant from the Mission Mountain Wilderness on the west and the Bob Marshall Wilderness (Swan Range) on the east. The tract is located in a forested setting on rolling hills at an altitude of approximately 4,000 feet and is currently undeveloped. Except for the areas immediately adjacent to the drainages, the property was clear-cut several years ago by Plum Creek Timber Company. These areas are now beginning to regenerate into nicely forested areas. Mature timber on the parcel consists of thick stands of Lodgepole Pine interspersed with Larch.

The proposal is to subdivide the existing 160 acre parcel into five (5) acreage tracts ranging in size from approximately 12 acres to up to 61 acres in size, as shown on the Preliminary Subdivision Plat. Tract 1, located at the northeast corner of the property consists of 25.81 acres, more or less. Tract 2, located in the north central portion of the parcel, consists of 14.58 acres, more or less. Tract 3, located at the northwest corner of the parcel, consists of  $\pm 12.3$  acres. Tract 4, consisting of  $\pm 47.07$  acres, is located in the southwest segment of the parcel. Tract 5 occupies the southeast segment of the parcel and consists of 61.1 acres, more or less.

The summary legal description of the property is: NW 1/4, Section 25, T20N, R17W, P.M.M., Missoula County, Montana.

See the attached Riparian Management Plan Map for this site.

### Geology and Soils:

The surficial geology of this area, the Swan Valley, is described as consisting of glacial lake sediments from Glacial Lake Missoula. In the more recent geological past, streams cut through this surficial geology and deposited alluvial material.

Soils on this property uniformly consist of Walbillig gravelly silt loam, 4 to 30 percent slopes. This soil type is described as a very deep, well drained gravelly silt loam that formed in alpine till on top of glacial moraines. The surface layer of these soils has a high content of volcanic ash. A copy of the soils map for the site is included with the subdivision submittal.

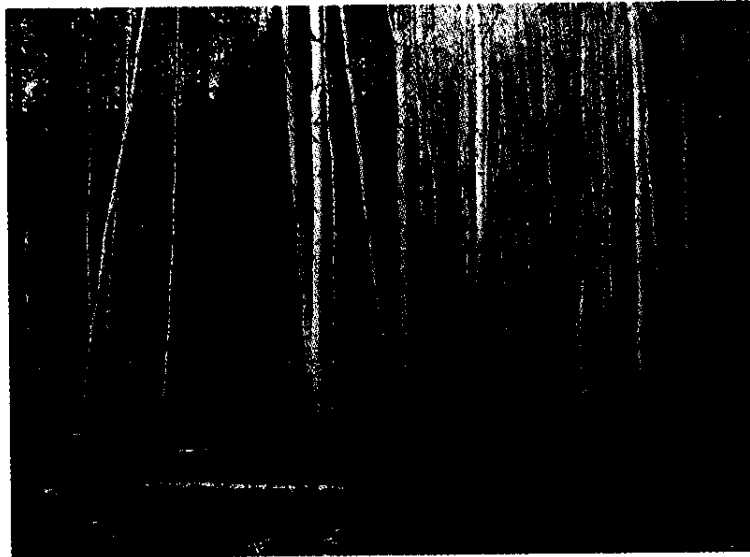
### Riparian Inventory:

The riparian resources on this site are generally confined to the lower elevations of the property both in and immediately adjacent to the drainages that transect the property. The locations and areal extent of these areas are shown on the accompanying Riparian Management Plan Map.

A lot by lot description of these riparian areas follows:



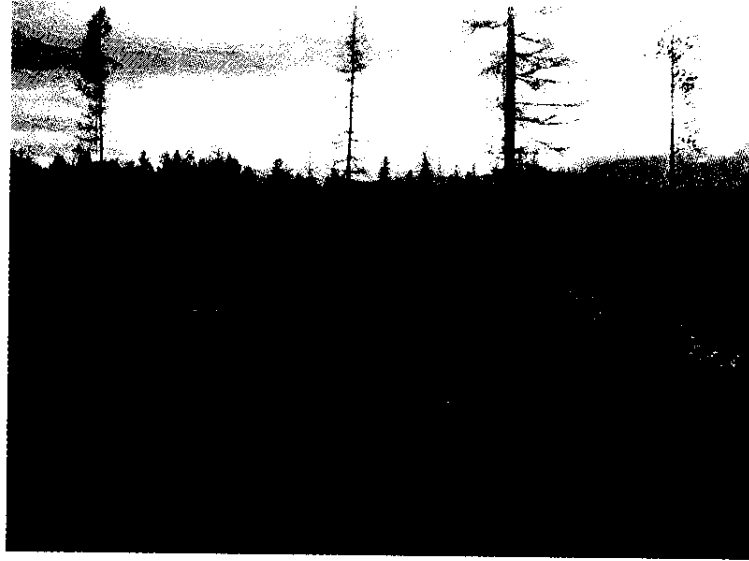
Lot 1. Riparian resources on this lot are found at the extreme southeast corner along the western boundary of the parcel, separating Lots 1 and 2. These areas are dominated by Trembling (or Quaking) Aspen [*Populus tremuloides*] which are growing in rather thick stands at the base of drainages that border this site. Immediately adjacent to the Aspen are thick stands of Lodgepole Pine [*Pinus contorta*] that form the outer fringes of this zone. The under story is dominated by mixed grasses and sedges [*Carex sp.*]. Riparian areas on this lot comprise  $\pm 2.63$  acres out of a total of 25.81 acres. Figure 1 shows a typical view of the riparian area that separates Lots 1 and 2.



**FIGURE 1: This is a view of the riparian area that separates Lots 1 and 2. The area is located within a topographical low spot on the landscape. This zone is dominated by Quaking Aspen (*Populus tremuloides*) in the over story and sedges (*Carex sp.*) dominating the ground cover. At the fringes of the area are Lodgepole Pine (*Pinus contorta*) visible in the left background.**

Lot 2. This lot shares previously described riparian resources with Lot 1 on its eastern border. In the northwestern segment of the property, riparian resources are confined to a rather narrow drainage that transects this segment of the site. Again, the dominant species in this latter zone is Aspen (see Figure 1). Riparian areas on this lot comprise about 2.47 acres.

Lot 3. The riparian resources on this site are found mainly in the western segment of the parcel which consists of a subalpine meadow fringed with Aspen primarily along its southwesterly flank. The meadow itself is dominated by mixed grasses and sedges [*Carex sp.*]. In the eastern portion of this area there are limited areas that support the common cattail [*Typha latifolia*]. Clumps of willow [*Salix sp.*] are also found within the confines of the meadow. This area was found to have standing water during a site visit in early November 2004. See Figures 2 and 3 for views of the riparian areas on this lot. The riparian areas on this lot comprise about 2.41 acres.



**FIGURE 2:** This is a view of the subalpine meadow found on the western portion of Lot 3. The view is to the southeast. This riparian area is clearly defined by the abrupt change in surface elevation at the toe of the slope and the associated change in vegetative types from immature Lodgepole Pines and Larch (foreground) to mixed sedges and grasses that predominate in the meadow (background). A 50' buffer around the meadow will protect it from development impacts.



**FIGURE 3:** This is a view of a grouping of Cattails (*Typha latifolia*) which are present within the drainage that is found in the center of Lot 3. This riparian area is hydraulically connected to the subalpine meadow that is shown in Figure 2. The view is to the east.

Lot 4. The riparian resources on this site are centered mainly at the extreme southeastern portion of the parcel where there are two large open sub-alpine meadows. Again, the edges of these meadows are dominated by Aspen with mixed grasses and sedges comprising the meadow itself. Some zones within these meadows had standing water during the early November site visit. In addition to this large area, the eastern border of this property includes a drainage area with Aspen predominating where conditions (water and sunlight) permit. Also, two smaller Riparian areas, partially on the subject parcel and partially on adjacent properties to the west and south, are found in the southwest quadrant of the parcel (See Riparian Resources Map). The Riparian areas on this parcel comprise about 10.64 acres. Figure 4 shows a view of one of the larger subalpine meadows found on this parcel.



**FIGURE 4: This is a view of one of two large subalpine meadows found in the southeastern corner of Lot 4. The edges of the meadow are dominated by Aspen with mixed sedges and grasses found in the meadow itself. Upland vegetation surrounding these riparian areas is dominated by Lodgepole Pine intermixed with Larch. This view would also be typical of the subalpine meadow found on the southeastern portion of Lot 5.**

Lot 5. The riparian resources on this parcel are found on its western border with Lot 4 and along the eastern border where there is a drainage which flows from the north. Near the southeast corner of the parcel is an open alpine meadow which is fringed by Aspen. This meadow is partially on the subject property and partially on lands lying to the east. As noted before, the open meadow itself consists of mixed sedges and grasses. Riparian resources on this lot comprise about 6.02 acres.

The defined riparian areas provide cover, habitat and food sources for deer, elk, moose, bears, songbirds and small mammals including, skunk, squirrels, the northern bog lemming [*Synaptomys borealis*], and field mice. On occasion, Grizzly Bears [*Ursus arctos horribilis*] can



also be expected to venture into this area, as these sites are close to known Grizzly Migration Corridors. Grizzlies have been known to excavate for roots in such meadows.

### **Management Plan (3-13-3):**

#### **A. Proposed access to or through the riparian areas:**

Existing roads that are found in the subdivision cross over the drainages that contain riparian vegetation. These crossings consist of earthen fill with culverts, which were installed by previous owners and appear to be adequate to serve this development. Other than this existing situation, which is necessary in order to gain access to the properties within the subdivision, all other vehicular access through or across the riparian areas will be prohibited.

There is no need to limit pedestrian access, since the subdivision is proposed as low density residential, with no public access. Subdivision residents will be permitted to traverse the riparian areas on foot in order to gain access to higher ground on other segments of their property. Most of the pedestrian use will likely be associated with recreational pursuits on their own property including birding, nature photography, hiking, etc. Pedestrian uses will be very diffuse and infrequent and thus impacts to the riparian areas will be very minimal.

#### **B. Proposed low-impact use of the area:**

The identified riparian areas and a suitable buffer zone surrounding them (See the Riparian Resources Map) have been designated on the Preliminary Subdivision Plat as "Area of Riparian Resource – No-Improvement Zone." No permanent structures will be built in these zones. Pedestrian access across these areas will be permitted for subdivision residents and their guests. Foot traffic will have minimal impacts on these riparian areas. The post development impacts are judged to be no more severe than current impacts from wildlife (deer, elk, moose) that frequently forage in these areas.

#### **C. Planned restoration of the area with native species:**

No alteration or removal of riparian vegetation is permitted within the designated "Area of Riparian Resource – No-Improvement Zone" shown on the Map. There is already a wide variety of riparian plant species growing within the defined riparian areas. Since none of the existing vegetation will be removed, no restoration is necessary.



D. Planned mitigation of impacts from all proposed uses:

Foot traffic in the Riparian areas will be infrequent and diffuse and thus will have minimal impacts on the riparian areas.

There are no other proposed impacts on the riparian areas. Therefore, no mitigation is necessary.

E. Planned buffer to mitigate development adjacent to areas of riparian resource:

We have proposed a 50' wide buffer zone around the riparian areas within the proposed subdivision (see the Riparian Management Plan Map and the Subdivision Plat). This zone is deemed to be highly protective of the riparian areas and will insure that their ecological functions and values will be maintained.



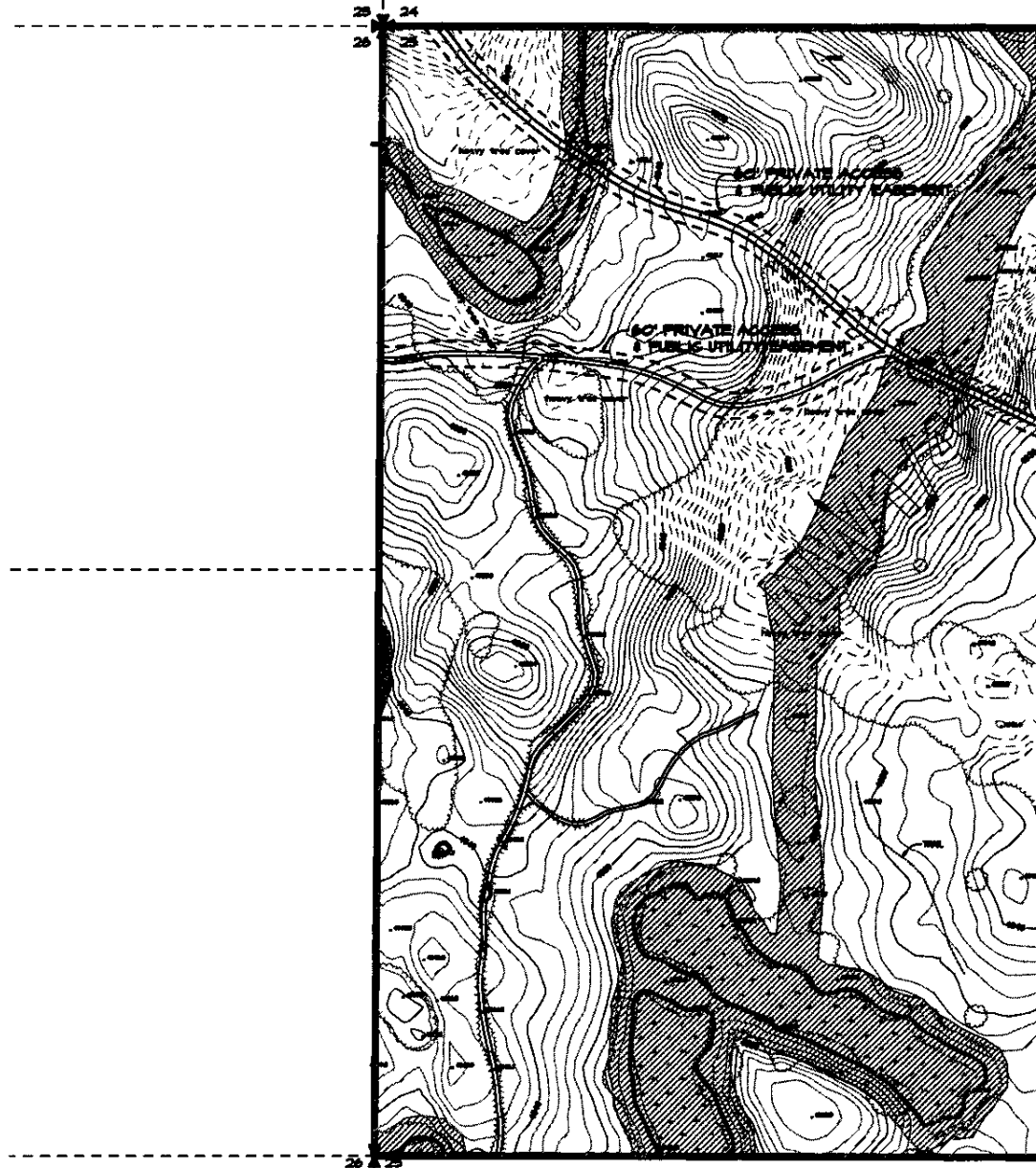
# GLACIER R

A 5 - LOT MINOR RESIDENTIAL SUBDIVISION  
MONTANA, IN SECTION 25, TOWNSHIP 10N  
RANGE 10W, PRINCIPAL MERIDIAN, MONTANA, MISSOULA COUNTY



200604395  
Page: 35 of 36  
02/27/2006 03:08P  
BK-769 Pg-857

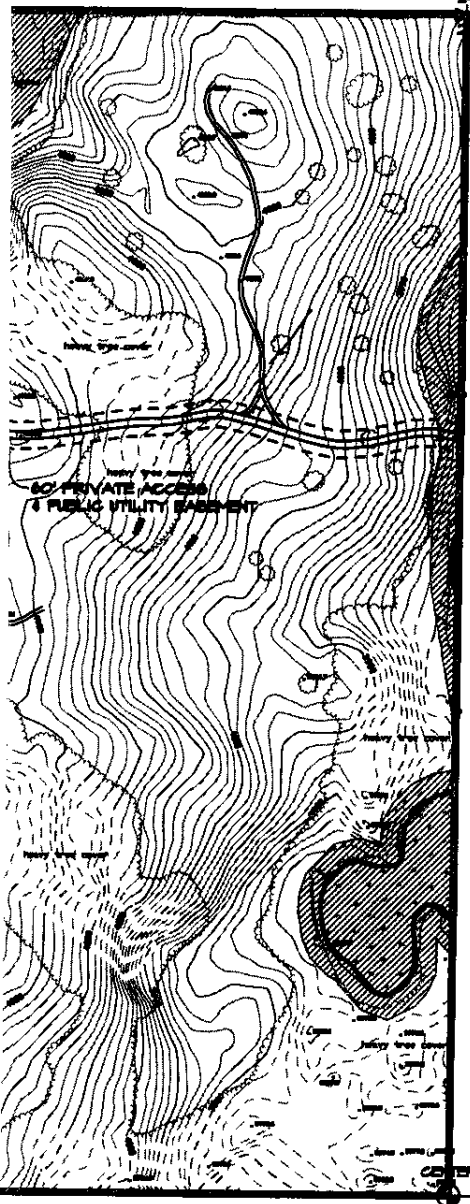
Missoula County Vickie M Zeier COV



6110 HUNTERS ST. P.O. BOX 1700  
MISSOULA, MONTANA 59801  
406/735-1800 FAX 406/735-0876

**RIDGE**  
 ON, LOCATED IN CONDON,  
 NORTH, RANGE 17 WEST  
 MULLA COUNTY, MONTANA

 **200604395**  
 Page: 36 of 36  
 02/27/2006 03:08P  
 Missoula County Vickie M Zeier COV **Bk-769 Pg-857**



**NOVEMBER 25, 2004**  
**RIPARIAN RESOURCE MANAGEMENT  
 PLAN MAP**

 = AREAS OF RIPARIAN RESOURCE - NO BUILD ZONES (INCLUDING 50' BUFFER)

REVISION	DATE

RIPARIAN RESOURCE MANAGEMENT PLAN	<b>PCI</b> PROFESSIONAL CONSULTANTS INCORPORATED
SURVEYOR ENGINEER & PLANNER <b>GLACIER RIDGE</b> NW1/4 SEC. 25, T20N, R17W PREPARED FOR: GORDON RANCH, LTD. <small>PROJECT NO. 2004-08    APPROVED 2004    DATE 11/25/04</small> <small>MISSOULA, MT 59701-04    200-251-1111    SHEET 1 OF 1</small>	