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PAULA ROBINSON FATHHEAD COUNTY MONTANA

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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR LUPINE MEADOWS**

ARTICLE I. DECLARATION - PURPOSES

Section 1.1 Property: The initial property which is subject to this Declaration of Covenants, Conditions and Restrictions of Lupine Meadows (this "Declaration") is described on Exhibit "A", attached hereto and by this reference made a part hereof. This property is owned by ALAN D. RADDATZ and LAURA RADDATZ (together referred to as "Declarant"). The Declarant may elect to develop Lupine Meadows in phases, and so additional property may be added to this Declaration from time to time.

Section 1.2 General Purposes: The purpose of this Declaration is to insure the best use of the property and the most appropriate development and improvement of each Lot within the property, 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 building of attractive homes thereon with appropriate locations; to secure and maintain adequate setbacks and adequate free space between structures; and in general to provide adequacy for a high quality of improvements on the property and thereby to enhance the values of improvements made by owners.

Section 1.3 Declaration: To further the general purposes herein expressed, the Declarants, for themselves and their successors and assigns, hereby declare that the real property described on Exhibit "A", attached hereto, and all property added to this Declaration by the Declarant, shall, at all times, be

owned, held, used and occupied subject to the provisions contained in this Declaration and to the covenants, conditions and restrictions contained herein.

ARTICLE II. DEFINITIONS

Section 2.1 Articles of Incorporation: Articles of Incorporation shall mean the Articles of Incorporation of Lupine Meadows Homeowners Association, Inc., as the same may be amended from time to time.

Section 2.2 Bylaws: Bylaws shall mean the By-Laws of Lupine Meadows Homeowners Association, Inc., as the same may be amended from time to time.

Section 2.3 Common Area: Common Area shall mean those areas of land shown on any recorded subdivision plat of the property and intended to be devised to the common use and enjoyment of the owners of the property.

Section 2.4 Common Expenses: Common Expenses shall mean (i) the expenses of maintaining the roads which are part of the Common Area within Lupine Meadows; (ii) all other expenses incurred by the Homeowners Association in administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Area and any improvements located on it; (iv) all expenses incurred by the Homeowners Association in administering and managing the Homeowners Association; (v) all expenses incurred by the Homeowners Association in any other activities undertaken for the common benefit of all of the owners; and, (vi) all expenses lawfully determined to be Common Expenses by the Board of Directors of the Homeowners Association, as provided in the Articles and Bylaws.

Section 2.5 Declarant: Declarant shall mean ALAN D. RADDATZ and LAURA RADDATZ. Declarant may assign its rights as Declarant to a third party, but only by a written instrument recorded in the records of Flathead County, Montana, specifying that Declarant's rights are assigned to a third party purchaser. Such instrument may specify the extent and portion of the rights or interests as a Declarant which are being assigned, in which case the initial Declarant shall retain all other rights as Declarant.

Section 2.6 Declaration: Declaration shall mean this Declaration of Covenants, Conditions and Restrictions of Lupine Meadows, as it may be amended from time to time.

Section 2.7 Lupine Meadows: Lupine Meadows shall mean all of the real property located in Flathead County, Montana, described in Exhibit "A", attached hereto, as well as all real property which later becomes part of Lupine Meadows, as provided in this Section. Additional real property within Flathead County, Montana, may become part of Lupine Meadows and in such event shall be deemed to be within Lupine Meadows and subject to all of the provisions contained in this Declaration, only upon recording in the office of the Clerk and Recorder of Flathead County, Montana, of a written instrument signed by Declarant and, if different, the owner of the property, containing a legal description of the additional real property and declaring that the additional real property shall become part of and shall be deemed to be within Lupine Meadows.

Section 2.8 First Mortgage: First Mortgage shall mean any mortgage, deed of trust, trust indenture, or other similar financial encumbrance granted by an owner to secure a debt, which is recorded in the office of the Clerk and Recorder of Flathead County, Montana, which encumbers a Lot and which is first in priority among all such mortgages, deeds of trust, trust indentures or other similar financial encumbrances. There can only be one First Mortgage with respect to a Lot.

Section 2.9 Homeowners Association: Homeowners Association shall mean Lupine Meadows Homeowners Association, Inc., and its successors and assigns.

Section 2.10 Lot: Lot shall mean each separately conveyable parcel of real property within Lupine Meadows, except that any parcel of property owned, held or used by the Homeowners Association or owned, held or used in common by the owners shall not be considered a Lot.

Section 2.11 Owner: Owner shall mean the person or persons, entity or entities who own of record, according to the real property records of Flathead County, Montana, fee simple title to a Lot, except that a person purchasing a Lot under a contract for deed which is recorded (or an abstract of which is recorded) in the records of Flathead County, Montana, shall be considered the owner of the Lot. The term "Owner" shall include Declarant to the extent it is the owner of fee simple title to a Lot.

Section 2.12 Period of Declarant Control: Period of Declarant Control shall mean the period beginning on the date this Declaration is first recorded in the office of the Clerk and Recorder of Flathead County, Montana, and ending on the earlier of: (a) the date which is 20 years later, or (b) the date on which the Declarant has platted all of any Expansion Property and sold 90% of the Lots in

each of the Plats. When Declarant has determined that no additional property shall be considered Expansion Property, Declarant shall so notify Lupine Meadows in writing. The period of Declarant Control may be reinstated or extended by agreement between Declarant and the Lupine Meadows Homeowners Association upon such terms and conditions as the parties may agree. After the termination of the Period of Declarant Control, Declarant, if still an owner, will continue to have all the rights and duties ordinarily given to owners under this Declaration.

ARTICLE III. HOMEOWNERS ASSOCIATION

Section 3.1 Lupine Meadows Homeowners Association: The Homeowners Association shall act as a homeowners association for Lupine Meadows.

Section 3.2 Powers: The Homeowners Association shall have all such powers as permitted by the laws of the State of Montana, provided that the Homeowners Association shall be subject to and abide by the provisions of this Declaration, as the same may be amended from time to time.

Section 3.3 Membership: All owners of the Lots within Lupine Meadows shall be members of the Homeowners Association. The owners of any Lot shall automatically become members of the Homeowners Association and shall remain a member until such time as the ownership of such Lot ceases for any reason, at which time the corresponding membership in the Homeowners Association shall automatically cease.

Section 3.4 Owners' Address: Upon acquiring a Lot, the owners of the Lot shall immediately inform the Homeowners Association of their names and of one address to which notices from the Homeowners Association should be sent. The owners shall be responsible for informing the Homeowners Association of any change of address.

Section 3.5 Voting: There shall be one vote for each Lot. If a person or entity owns more than one Lot, that person or entity shall have as many votes as the number of Lots owned by that person or entity. If more than one person or entity has an ownership interest in a single Lot, such persons or entities must decide among themselves how the one vote for that Lot shall be cast.

Section 3.6 Management During Period of Declarant Control: During the Period of Declarant Control, Declarant may appoint, remove and replace from time to time any or all of the directors or officers of the Homeowners Association.

If Declarant so elects, Declarant may from time to time relinquish, either on a temporary or permanent basis, the right to appoint all or a portion of the directors and officers of the Homeowners Association; provided that any such relinquishment shall be expressed in writing to the Homeowners Association.

ARTICLE IV. COMMON AREA

Section 4.1 Common Area: The Homeowners Association shall have jurisdiction and control over the Common Areas.

Section 4.2 Easement over all Common Areas: The owners shall have an easement for use and enjoyment of all of the Common Areas, subject to such rules and regulations as the Homeowners Association may develop from time to time, and also subject to the rights reserved to Declarant and the reserved rights of any third parties with respect to the Common Area.

Section 4.3 Retained Easement for Roads: Declarant retains and shall have an easement over all of the roads for ingress, egress and utilities. Declarant may permit others to use the roads and grant further easements to others for use of the roads.

Section 4.4 Road Maintenance: The roads within Lupine Meadows shall be maintained, repaired and replaced by the Homeowners Association, including plowing of snow. The roads shall be maintained in good condition to allow year-around access to all Lots. During the Period of Declarant Control, no gates, other impediments, or signage may be placed on any roads without the prior written consent of Declarant. The Homeowners Association may elect to landscape and/or maintain portions of road right-of-way not actually used for road purposes. The Homeowners Association may take such action as it deems appropriate to maintain the private character of the roads and to discourage or prevent usage of the roads by persons other than owners and their guests and invitees, or others who are authorized to use the roads.

Section 4.5 Property Taxes: It is acknowledged that, for property tax purposes, Flathead County and the State of Montana may allocate to each Lot a fractional, proportional portion of the value attributable to the Common Areas. By accepting a deed to a Lot, the owner agrees to this mechanism for property taxation and agrees to pay a proportional share (as allocated by Flathead County and the State of Montana) of the taxes attributable to the value of the Common Areas, while at the same time allowing the Homeowners Association to administer and control the Common Areas.

Section 4.6 No Dedication to the Public: Nothing in this Declaration or any other document relating to Lupine Meadows will be construed as a dedication to public use, or a grant to any public municipal or quasi-municipal authority or utility, or an assumption of responsibility for the maintenance of any Common Area by such authority or utility, absent an express written agreement to that effect. The roads within Lupine Meadows shall be private roads, to be used by the owners and their guests and invitees only to the fullest extent permitted by applicable law and regulations.

Section 4.7 Approval of Declarant: During the Period of Declarant Control, no construction of improvements shall take place within the Common Area, nor shall any other changes or alterations be made to the Common Area or the uses within the Common Area without the prior written consent of the Declarant.

ARTICLE V. ASSESSMENTS

Section 5.1 Assessments: The Declarant, for each Lot owned by the Declarant, hereby covenants and agrees, and each owner of any Lot, by acceptance of the deed to a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowners Association assessments for Common Expenses as provided herein, including Annual Assessments, Special Assessments and Default Assessments (collectively "Assessments"). The Assessments shall be used exclusively to promote the recreation, health, safety, and general welfare of the owners and occupants of Lupine Meadows.

Section 5.2 Initial Contribution: In addition to the assessments provided herein, upon the initial sale of a Lot from Declarant to a third party, the purchaser shall pay the sum of \$1,000.00 per Lot as an initial contribution to the working capital of the Homeowners Association. Such payment shall not be considered an advance payment of the Annual Assessment and is not refundable.

Section 5.3 Annual Assessment: (a) The Board of Directors may levy upon and subsequently collect from each owner an Annual Assessment for each Lot. The Annual Assessment shall reflect the Board's estimate of the requirements of the Homeowners Association to cover items including, without limitation, the cost of maintenance, repair and operation of the Common Areas; expenses of management; premiums for insurance coverage as deemed desirable or necessary by the Homeowners Association; snow removal, landscaping, care of grounds and common lighting within the Common Area; routine renovations within the Common Area; legal and accounting fees;

2005341 09010

expenses and liabilities incurred by the Homeowners Association under or by reason of this Declaration; payment of any deficit remaining from a previous Assessment period; and the creation or supplementing of a reserve fund for general, routine maintenance, repairs and replacement of improvements within the Common Area on a periodic basis, as needed.

(b) The Annual Assessment shall be equal for each Lot, unless the Board of Directors determines in good faith that a portion of the Annual Assessment benefits fewer than all the Lots, in which case, such portion shall be assessed only against the benefitted Lots. Road maintenance, repair and replacement shall be considered to benefit all Lots equally, and such costs shall be apportioned equally among all Lots.

(c) Payment of the Annual Assessment shall be due and payable either annually or in installments, as the Board of Directors may provide.

Section 5.4 Special Assessment: (a) The Board of Directors may, from time to time, levy upon and subsequently collect from each owner a Special Assessment for each Lot;

(b) Any Special Assessment shall be equal for each Lot, unless the Board of Directors determines in good faith that all or a portion of the Special Assessment benefits fewer than all of the Lots, in which case, all or such portion shall be assessed only against the benefitted Lots. Road maintenance, repair and replacement shall be considered to benefit all Lots equally, and such costs shall be apportioned equally among all Lots; and,

(c) Payment of the Special Assessment shall be due and payable as the Board of Directors may provide.

Section 5.5 Default Assessment: (a) Any cost or expense (including attorney fees) incurred by the Homeowners Association as a result of the failure of an owner to abide by the provisions of this Declaration, or any expense of the Homeowners Association which is the obligation of an owner or which is incurred by the Homeowners Association on behalf of an owner under this Declaration (other than Annual or Special Assessments) constitutes a Default Assessment;

(b) Default Assessments are levied against the Lot or Lots of an owner who incurs a Default Assessment; and,

(c) Default Assessments shall be immediately due and payable by the owner, upon notice from the Homeowners Association of the amount of the

Default Assessment.

2005341 09010

Section 5.6 Remedies for Nonpayment of Assessment: Any installment of an Assessment which is not paid within thirty (30) days after its due date will be delinquent. In the event of such delinquency, the Homeowners Association may take any or all of the following actions:

(a) Assess a late charge for each delinquency at uniform rates set by the Board of Directors from time to time;

(b) Charge interest from the date of delinquency at uniform rates set by the Board of Directors from time to time (not to exceed the maximum rate permitted by law);

(c) Suspend the voting rights of the owner during any period of delinquency;

(d) Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the fiscal year will be due and payable at once;

(e) Bring an action against any owner personally obligated to pay the delinquent Assessment charges; and,

(f) File a statement of lien with respect to the Lot and foreclose as set forth in more detail below.

The remedies provided under this Declaration will not be exclusive, and the Homeowners Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

Section 5.7 Assessment Lien: Any Assessment chargeable to a Lot will constitute a lien on the Lot, effective the due date of the Assessment. If the Assessment is not paid within thirty (30) days of its due date, the Homeowners Association may prepare and record a written lien statement with respect to the Lot, setting forth the name of the owner, the legal description of the Lot, the name of the Homeowners Association, and the delinquent Assessment amounts then owing. Any such statement will be signed by an officer or director of the Homeowners Association, and will be served upon the owner of the Lot by mail to the address that the Homeowners Association has in its records for the owner. Thirty (30) days following the mailing of such notice to the owner, the Homeowners Association may proceed to foreclose the statement of lien in the

same manner as provided for the foreclosure of mortgages under the statutes of the State of Montana. The Homeowners Association will have the power to bid on a Lot at foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot.

Section 5.8 Liability of Assessment: All owners of a Lot are personally responsible, jointly and severally, for all Assessments which become due at the time of their ownership, including interest, late charges, costs, expenses and attorney's fees incurred in collection of such Assessments. All successors to the fee simple title of a Lot, except as provided in Section 6.11 and Section 6.12, will be jointly and severally liable with the prior owner or owners for any and all unpaid Assessments, including interest, late charges, costs, expenses and attorney's fees incurred in collection of such Assessments. However, any successor will be entitled to rely on the statement of status of Assessments given by the Homeowners Association under Section 5.3.

Section 5.9 Priority of Lien for Assessment: The Lien of the Assessments will be superior to and prior to any homestead exemption provided now or in the future by the laws of the State of Montana, and to all other liens and encumbrances *except* the following:

(a) Liens and encumbrances recorded before the date of the recording of this Declaration;

(b) Liens for real estate taxes and other governmental assessments or charges duly imposed against the Lot by a Montana governmental or political subdivision or special taxing district, or any other liens made superior by statute; and,

(c) The lien for all sums unpaid on a First Mortgage recorded before the date of filing of a written lien statement for delinquent Assessments, including any and all advances made by the First Mortgagee, even though some or all of such advances may have been made subsequent to the date of filing of a written lien statement for delinquent Assessments. Any First Mortgagee who acquires title to a Lot by virtue of foreclosing the First Mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of the First Mortgage, will take the Lot free of any claims for unpaid Assessments, interest, late charges, costs, expenses and attorney's fees against the Lot which accrue prior to the time such First Mortgagee or purchaser acquires title to the Lot.

All other persons who hold a lien or encumbrance of any type *not* described in subsection (a), (b) or (c), above, will be deemed to consent that their lien or encumbrance will be subordinate to the Homeowners Association's future liens for Assessments, interest, late charges, costs, expenses and attorney's fees, as provided in this Article, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

Section 5.10 Protection of First Mortgage: No violation or breach of, or failure to comply with, any provision contained in this Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any First Mortgage on any property taken in good faith and for value and perfected by recording in the office of the Clerk and Recorder of Flathead County, Montana, prior to the time of recording in said office of an instrument describing such property and listing the name or names of the owner or owners and giving notice of such violation, breach or failure to comply. No violation, breach, failure to comply or action to enforce this Declaration shall affect, defeat, render invalid or impair the title or interest of the holder of any First Mortgage or the title or interest acquired by any purchaser upon foreclosure of any First Mortgage or result in any liability, personal or otherwise, of any such holder or purchaser. Any such purchaser upon foreclosure shall, however, take subject to this Declaration.

Section 5.11 Statement of Status of Assessments: On written request, the Homeowners Association will furnish to an owner or his designee or to any mortgagee a statement setting forth the amount of unpaid Assessments then levied against the Lot in which the owner, designee or mortgagee has an interest. The information contained in such statement, when signed by an officer or director of the Homeowners Association, will be conclusive upon the Homeowners Association, the Board, and every owner as to the person or persons to whom such statement is issued and who rely on it in good faith.

Section 5.12 Declarant's Responsibility for Assessments: Notwithstanding the foregoing, the Declarant, although a member of the Homeowners Association, shall not be responsible at any time for payment of any of the Assessments. The Declarant, however, shall at all times pay all expenses of maintaining the Lots that it owns, including any improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Homeowners Association from time to time, except expenses related to maintenance and use of the Lots and of the dwellings and other improvements constructed within or appurtenant to the Lots that are not owned by the Declarant. For purposes of the foregoing sentence, the Declarant's proportionate share of such expenses shall be based upon the ratio of all approved Lots for sale owned by the Declarant at the time the expense is incurred

to the total number of Lots then in the Project. In no event shall the Declarant be responsible for payment of any Special Assessments, except with Declarant's approval. Further, the Declarant shall in no event be liable for any assessment levied in whole or in part to purchase any Lot from the Declarant or to finance any litigation or other claim against the Declarant, any cost of investigating and preparing such litigation or claim, or similar related costs.

ARTICLE VI. RESTRICTIVE COVENANTS

Section 6.1 Land Use: The property may be used only for single family residential purposes. There shall be no commercial use on the property. Rentals for a term of one month or more shall not be considered commercial use. Home office or related uses which do not result in increased vehicular traffic shall not be considered commercial use.

Section 6.2 No Subdivision of Lots: No Lot shall be further subdivided in any manner except with the written approval of the Declarant.

A change in boundary lines between adjacent owners shall not be considered subdivision. Two or more contiguous Lots may be combined to form a small number of Lots.

Section 6.3 Structures: There shall be no more than one single family residence and associated outbuildings, which may include one guest house, per Lot.

Section 6.4 Setbacks: No structure shall be built within 50 feet of any boundary line.

Section 6.5 Dwelling Size: Each dwelling shall be a minimum of 1200 square feet.

Section 6.6 Dwelling Construction: All dwellings shall be constructed on the Lot and no trailer homes, mobile homes, modular homes or prefabricated homes of any kind or type shall be placed on a Lot. All structures shall be constructed of new materials. However, suitable used materials such as used brick or beams may be utilized. All construction, once begun, shall be completed within twelve (12) months after the start of construction. The dwelling shall not be occupied until such time that the above work is completed and all building debris is removed. There shall be no burying of construction debris on any Lot or Common Area in Lupine Meadows. If construction activity on any Lot should cause damage to the roads or improvements, the cost or repair shall be solely

borne by the owner of said Lot. All construction shall conform to the Uniform Fire Code and Uniform Building Code. The Homeowners Association may adopt rules and regulations governing construction, including trash and debris removal, sanitary facilities, parking areas, restoration of damaged areas, fire protection and other construction activities.

Section 6.7 Exterior Finishes: No structure on any Lot shall have a roof or exterior siding which is silver or metallic colored, reflective, or shiny. Metal roofing shall be permitted, provided that only subdued, earth-ton colors may be used. Only Class A or B roofing materials, as rated by the National Fire Protection Association, shall be allowed on all structures. Use of wood shakes is discouraged, due to their flammability.

Section 6.8 Condition and Reconstruction: Each structure, once constructed on a Lot, shall be kept in the same condition as at the time of its initial construction, excepting normal wear and tear. All structures shall be preserved and of pleasant appearance by maintaining paint, stain or sealer as needed. If any structure is damaged in any way, the owner shall exercise due diligence to rebuild, repair or restore the structure to its appearance and condition prior to the casualty. Reconstruction shall be completed within nine (9) months of the casualty.

Section 6.9 No Temporary Structures: No structure of a temporary character, trailer, basement, tent, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that during construction of a dwelling, construction trailers may be used for purposes of construction.

Section 6.10 Outbuildings: All outbuildings on a Lot shall be constructed in keeping with the construction and architecture of the other buildings located on the Lot and shall be kept and maintained in good condition, repair and appearance.

Section 6.11 Utilities: All utilities shall be placed underground.

Section 6.12 Satellite Dishes: Any satellite dish receiver must be twenty four (24) inches or less in diameter.

Section 6.13 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.

Section 6.14 Fire Clearance Measures: In construction and landscaping of the dwellings, owners shall create and maintain defensible space/vegetative clearance measures around structures that are in compliance with the Urban Wildfire Interface Standards for the purpose of reducing fire danger.

Section 6.15 Fences: All fencing shall consist of good quality material and shall be maintained in good condition by the owners.

Section 6.16 Vehicles: All vehicles shall be parked in the garages or driveways and no vehicle shall be parked on any Common Area except on a temporary basis. The parking or storage of campers, camping trailers, recreational vehicles, pickup campers, trucks over ¾ ton, boats, trailers, or unlicensed vehicles is prohibited unless in an enclosed garage or screened from view. No outdoor maintenance, service, rebuilding, dismantling, painting or repair work shall be performed on any vehicle outside of an enclosed garage, except for washing and polishing. No abandoned or inoperable vehicles shall be parked on any Lot.

Section 6.17 Animals: All animals shall be kept under full control of the owner and shall not be permitted to run at large. No animals or birds of any kind shall be raised, bred, kept or maintained on any Lot except as herein provided:

(a) No animals shall be raised, bred, kept or maintained for any commercial purpose;

(b) Dogs for personal enjoyment shall be limited to no more than four (4), and shall be confined to the immediate residential area in such a manner as to insure the safety of wildlife and neighboring livestock, fowl, or pets. Specifically, the running of wildlife or domestic livestock by pets shall be considered a nuisance; and,

(c) Grazing animals are permitted at the rate of three (3) grazing animals per ten (10) acres of grazing area. All owners shall exercise good land stewardship and shall not overgraze their property.

No dog or other animal which barks or makes other loud noises and which can be heard on any frequent or continuing basis shall be kept on any Lot. All animals, birds and pets maintained on any Lot under the foregoing provisions must further not create or cause a violation of any of the other covenants contained herein, such as an annoyance, nuisance, or disturbance to the neighborhood or the residents of any of the other Lots, and must be confined to the owner's Lot in an enclosure which is not unsightly and which has been

constructed in conformity to the provisions hereof relating to outbuildings. All owners shall comply with all ordinance, rules or regulations of Flathead County and the State of Montana regarding animals.

Section 6.18 Wildlife: Feeding of deer or other wildlife is discouraged, as it will attract mountain lions and bears and endanger individual lives, property and other wildlife. Owners are encouraged to contact Montana Fish, Wildlife and Parks for stewardship practices as they relate to interactions with wildlife. The Homeowners Association may regulate the feeding of wildlife by rules and regulations.

Section 6.19 Nuisances: No nuisance or unreasonably offensive or noxious activity, including noises (such as those from sound systems, bells, whistles or other sound devices) and activities or objects that create an offensive odor, nor any other use, activity or practice shall be permitted on or within any Lot which is the source of significant annoyance or embarrassment to, or which significantly offends or disturbs, residents of Lupine Meadows or which materially interferes with the peaceful enjoyment or possession and proper use of any Lot by its residents. As used herein, the term "nuisance" shall not include any activities of Declarant or its agents, contractors or designees, which are reasonably necessary to the development of and construction in Lupine Meadows.

Section 6.20 Garbage and Refuse Disposal: Owners shall arrange for at least bi-monthly pickup of garbage by a garbage contractor. All rubbish, trash, garbage and waste shall be kept in bear-proof garbage receptacles. Each Owner will provide suitable receptacles for the temporary storage and collection of refuse, and all such receptacles will be screened from the public view and from the wind and protected from animal and other disturbance. All garbage receptacles and the areas in the vicinity of the receptacles shall be kept in a clean and sanitary condition. No disposal of garbage, rubbish, leaves or debris shall be allowed on any vacant Lot or any Common Area, except that Declarant may burn slash during the development of the property. No burning or burying of trash will be allowed on any Lot or any Common Area.

Section 6.21 Signs: No signs, billboards, banners, or advertising devices of any nature shall be erected or maintained on any part of Lupine Meadows, except for a standard size "For Sale" sign placed on a Lot which is for sale. The foregoing restrictions shall not apply to the business activities or advertising of the Declarant while any Lots remain unsold.

Section 6.22 Drainage Control: Reasonable precaution shall be taken during construction and thereafter, to prevent erosion and drainage problems. All

disturbed soil areas shall be re-vegetated within a reasonable time in such a fashion as to minimize erosion. Driveways shall be constructed so as not to interfere with drainage and shall include culverts of appropriate size to prevent obstruction of water flow. During construction, measures must be taken to accommodate any changes in the flow of water, from or through the Lot and onto adjacent Lots.

Section 6.23 Trees: The removal of any tree shall be subject to the written approval of the Architectural Review Committee. However, selective tree thinning is permitted, provided that any clear cutting of trees shall be prohibited, except as necessary for locating structures, roadways, ponds, pastures, orchards and gardens on any Lot.

Section 6.24 Lot Landscaping: Basic landscaping, including finish grading, seeding or sodding, must be completed within one (1) year after the date of occupancy. Each owner is responsible for re-vegetation of disturbed areas on that owner's Lot and for the control and eradication of noxious weeds on that owner's Lot in accordance with the requirements of the Flathead County Weed and Parks Department or successor agency.

Section 6.25 Hunting: Hunting and target shooting is strictly prohibited within Lupine Meadows. No discharge of any firearms or projectiles (including fireworks) is permitted in Lupine Meadows.

Section 6.26 Fuel Tanks: Any above-ground fuel or propane tanks shall be screened from public view from any roadway or any other Lots.

Section 6.27 Outdoor Lighting: Ground level lighting of patio, deck, driveway and entryway areas is encouraged. Outside yard lights and security lighting shall be installed in such a manner as to be directed downward and shielded from direct view from any roadway or other Lots and shall be controlled by a timed switch or motion sensor so that such lighting is not under continual operation, but rather on demand by sensor activation or reasonable evening hours of operation. No mercury vapor or other brilliant lights are permitted.

ARTICLE VII. ARCHITECTURAL REVIEW

Section 7.1 Review: In order to maintain harmony of external design and location in relation to surrounding structures, topography and native vegetation and to otherwise assist in achieving the general purposes of this Declaration, the following activities shall be subject to architectural review:

- (a) Site preparation and removal of trees;
- (b) Construction of any dwelling, structure, fence or other improvement on any Lot;
- (c) Exterior modification of any dwelling, structure, fence or other improvement; and,
- (d) Landscaping and modifications to landscaping.

None of these activities shall be undertaken without prior written approval of the Architectural Review Committee. Alterations or remodeling which are completely within a dwelling or structure and which do not change the exterior appearance of the dwelling or structure are not subject to architectural review.

Section 7.2 Architectural Review Committee: The Architectural Review Committee shall consist of one or more persons. During the Period of Declarant Control, the members of the Architectural Review Committee shall be appointed by Declarant, and may include Declarant or parties related to Declarant. After the Period of Declarant Control, the members of the Architectural Review Committee shall be appointed by the Board of Directors of the Homeowners Association. The party appointing the members of the Architectural Review Committee may remove any such members and replace any members who are so removed.

Section 7.3 Application: Prior to undertaking any activities that are subject to architectural review, the owner shall provide the Architectural Review Committee with detailed plans and specifications concerning the proposed improvement, including the following:

- (a) Site plan showing the location of dwelling, outbuildings, septic field, driveway or other structure proposed to be built or revised. The plan must also show finished grade elevations;
- (b) A complete set of building plans, including plans for all floors, cross sections and elevations showing all dimensions and finished square footage; and,
- (c) Plans shall include exterior colors, materials and finishes and indicate outdoor lighting.

The Architectural Review Committee may require that the applicant submit additional materials reasonably required to perform its review function.

Section 7.4 Action by Architectural Review Committee: Upon receipt of plans, specifications and other material, the Architectural Review Committee shall review the proposed improvement to determine whether it is in accordance with the goals stated in Section 7.1 and is otherwise in conformance with this Declaration. The Architectural Review Committee shall respond to the proposal in writing, stating its approval or the reasons for its disapproval. The Architectural Review Committee shall not unreasonably delay or withhold its approval. The Architectural Review Committee may monitor construction to ensure that the approved plans and specifications are being followed.

Section 7.5 Guidelines: The Architectural Review Committee may, but shall not be required to develop guidelines for its architectural review.

Section 7.6 Liability: Neither the Declarant, the Homeowners Association, the Architectural Review Committee, nor their respective members, officers, directors, employees or agents shall be responsible or liable for any defects in construction, pursuant to such plans and specifications. Approval of plans and specifications under this Article shall not be deemed in lieu of compliance by owner with applicable building codes or other governmental laws or regulations.

ARTICLE VIII. EXPANSION

Section 8.1 Declarant May Expand: Declarant reserves the right, but will not be obligated, to expand the effect of this Declaration to include additional property. The consent of the existing owners, the Homeowners Association or the Board of Directors of the Homeowners Association will not be required for any such expansion, and Declarant may proceed with such expansion without limitation at their sole option.

Section 8.2 Declaration of Annexation: Any expansion may be accomplished by recording a Declaration of Annexation and one or more supplemental plats in the records of the Clerk and Recorder of Flathead County, Montana. The Declaration of Annexation will describe the real property to be annexed, submitting it to this Declaration. Upon such annexation, each Lot in the annexed property will be allocated one vote and liability for the Common Expenses equal to the liability allocated to each of the other Lots, and the proportionate voting interest and allocation of Common Expenses for the other Lots will be adjusted accordingly. Upon such annexation, each owner of a Lot in the annexed property shall automatically become a member of the Homeowners Association. Such Declaration of Annexation will not require the consent of owners, the Homeowners Association or the Board of Directors of the

Homeowners Association. Any such expansion will be effective upon the filing of record of such Declaration of Annexation, unless otherwise provided therein. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion. Upon the recordation of any such Declaration of Annexation, the definitions used in this Declaration will be expanded automatically to encompass the annexed property. Such Declaration of Annexation may add supplemental covenants peculiar to the annexed property, or delete or modify provisions of this Declaration as it applies to the annexed property. However, this Declaration may not be modified with respect to that portion of the property already subject to this Declaration, except as provided below for amendment.

ARTICLE IX. DURATION AND AMENDMENT

Section 9.1 Duration of Declaration: The provisions of this Declaration are intended to be easements and covenants running with the land, and are intended to be perpetual, except as amended or terminated as provided below. If any provision contained in this Declaration is subject to the laws or rules sometimes referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints on alienation, such provisions shall continue and remain in full force and effect from the date of recordation until the 50th anniversary of the date this Declaration is first recorded in the office of the Clerk and Recorder of Flathead County, Montana. Thereafter these Covenants will be automatically extended for five successive periods of 10 years each, unless otherwise terminated or modified as provided below.

Section 9.2 Amendment: This Declaration, or any provision of it, may be terminated, extended, modified or amended, or revoked as to the whole or any portion of the Property as follows:

(a) Prior to the sale of any Lot (excluding any sale to a Successor Declarant), Declarant (including a Successor Declarant) may terminate, extend, modify, amend or revoke this Declaration as to the whole or any portion of the Property by recording in the records of Flathead County, Montana, a document signed by the Declarant stating the action taken;

(b) After the sale of a Lot (excluding a sale to a Successor Declarant) but before expiration of the Period of Declarant Control, Declarant (including Successor Declarant) may terminate, extend, modify, amend or revoke this Declaration as to the whole or any portion of the Property. A copy of the document stating the action intended to be taken by the Declarant and a notice of the owners' rights under this Section shall be mailed to each owner by first class mail, postage prepaid, to the address of the owner on the records of Lupine

Meadows. Unless written objection is received by Declarant from the owners holding 90% or more of the votes within thirty (30) days of the mailing of the notice to the owners, the action proposed to be taken by the Declarant shall be considered approved and shall become final. The Declarant shall then record in the records of Flathead County, Montana, a document stating the action taken, together with a certificate certifying that notice was given to the owners as required herein and that fewer than 90% of the owners objected to the action;

(c) After the Period of Declarant Control, this Declaration, or any provision of it, may be terminated, extended, modified or amended, or revoked as to the whole or any portion of the Property upon the written consent of owners holding 75% or more of the votes in Lupine Meadows. Any document will be immediately effective upon recording in the records of Flathead County, Montana, a copy of such executed and acknowledged by the necessary number of owners, or alternatively, upon the recording in the records of Flathead County, Montana, of a copy of the document together with a certificate signed by an officer of Lupine Meadows stating that the required number of consents of owners were obtained;

(d) No termination, extension, modification or amendment of this Declaration will be effective in any event during the Period of Declarant Control unless the written approval of Declarant is first obtained; and,

(e) Amendments made pursuant to this Section will inure to the benefit of and be binding upon all owners, their families, tenants, guests, invitees and employees, and their respective heirs, successors, and assigns. Joinder of the First Mortgagees shall not be required in order to effect an amendment.

X. MISCELLANEOUS

Section 10.1 Effect of Provisions of Declaration: Each provision contained in this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision contained in this Declaration, and any necessary exception or reservation or grant of title, estate, right or interest to effectuate any provision contained in this Declaration: (a) Shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any real property within Lupine Meadows is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument; (b) shall, by virtue of acceptance of any right, title or interest in any real property within Lupine Meadows by an owner or the Homeowners Association, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner or Homeowners Association, as the case may be, and, as a personal covenant, shall be binding on such owner or Homeowners Association and such owner's or

Homeowners Association's respective heirs, personal representatives, successors and assigns; (c) shall be deemed a real covenant by Declarant, for itself, its successors and assigns, and also an equitable servitude, running in each case, as burden with and upon the title to each parcel of real property within Lupine Meadows, including property that may hereafter become part of Lupine Meadows; and, (d) shall be deemed a covenant, obligation and restriction secured by a lien, binding, burdening and encumbering the title to each parcel of real property within Lupine Meadows, which lien with respect to any Lot shall be deemed a lien in favor of Declarant.

Section 10.2 Enforcement and Remedies: Each provision contained in this Declaration shall be enforceable by the Homeowners Association or by any owner who has first made written demand on the Homeowners Association to enforce such provision and thirty (30) days have lapsed without appropriate action having been taken by the Homeowners Association. Any enforcement action may be by a proceeding for such relief as may be provided at law or in equity, including but not limited to a temporary or permanent injunction and/or a suit or action to recover damages.

Section 10.3 Limited Liability: Neither the Declarant, the Homeowners Association, the Architectural Review Committee, nor the Design Review Board, or their respective officers, directors, employees or agents shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

Section 10.4 Successors and Assigns: Except as otherwise provided herein, the provisions contained in this Declaration shall be binding upon and shall insure to the benefit of Declarant, the Homeowners Association and each owner and their respective heirs, personal representatives, successors and assigns.

Section 10.5 Severability: Invalidity or unenforceability of any provision contained in this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

Section 10.6 Captions: The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

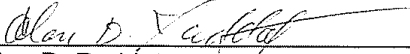
Section 10.7 Construction: When necessary for proper construction, the masculine of any word used in any provisions contained in this Declaration shall include the feminine or neuter gender, and the singular the plural, and vice versa.

Section 10.8 No Waiver: Failure to enforce any provision contained in this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration.

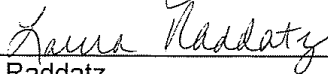
Section 10.9 Attorneys' Fees: In the event of a dispute arising under any provision contained in this Declaration, the prevailing party shall be entitled to its reasonable costs and attorneys' fees incurred.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be made and executed this ____ day of December, 2005.

"Declarant"



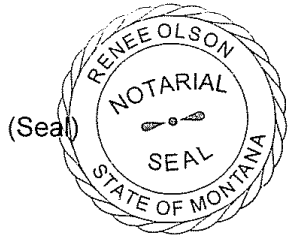
Alan D. Raddatz

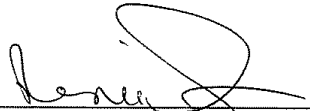


Laura Raddatz

STATE OF MONTANA)
 : ss.
County of Flathead)

On this 2 day of December, 2005, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Alan D. Raddatz and Laura Raddatz, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.





Notary Public for the State of Montana
Residing at: Whitefish
My commission expires: 4/2/2008
Renee Olson

LEGAL DESCRIPTION:

THAT PORTION OF SECTION 1, TOWNSHIP 28 NORTH, RANGE 23 WEST AND THAT PORTION OF GOVERNMENT LOT 5 IN SECTION 6, TOWNSHIP 28 NORTH, RANGE 22 WEST, P.M.M., FLATHEAD COUNTY, MONTANA MORE PARTICULARLY DESCRIBED AS FOLLOWS:
TRACTS 3,4,5 AND 6 OF CERTIFICATE OF SURVEY NO. 17053.

AND

TRACT 1:

BEGINNING at the northwest corner of the Northwest Quarter of the Southwest Quarter of Section 1, Township 28 North, Range 23 West, P.M., M., Flathead County, Montana, which is a found iron pin; Thence along the north boundary of said NW1/4SW1/4, N89°52'19"E 1346.49 feet to the centerline of a 60 foot private road and utility easement; Thence along said centerline S00°04'34"E 460.25 feet to the P.C. of a 660.28 foot radius curve, concave northeasterly, having a central angle of 22°58'15"; Thence along an arc length of 264.72 feet to the P.R.C. of a 516.46 foot radius reverse curve, concave southwesterly (radial bearing S66°57'12"W); Thence southeasterly and southwesterly along said curve through a central angle of 28°52'38" an arc length of 260.30 feet; Thence S05°49'49"W 86.51 feet to the P.C. of a 300.00 foot radius curve, concave northwesterly, having a central angle of 44°37'56"; Thence along an arc length of 233.69 feet to the P.R.C. of a 100.00 foot radius reverse curve, concave southeasterly (radial bearing S39°32'15"E); Thence southwesterly along said curve through a central angle of 35°07'44" an arc length of 61.31 feet; Thence S15°20'00"W 8.31 feet to the north boundary of the Southwest Quarter of said Southwest Quarter; Thence along said north boundary N89°50'34"E 31.13 feet to a found iron pin and the northeast corner thereof; Thence along the east boundary of said SW1/4SW1/4 S00°07'09"E 1317.82 feet to a found iron pin and the southeast corner thereof; Thence along the south boundary of said SW1/4SW1/4 S89°48'19"W 1314.76 feet to a found stone and the southeast corner of Section 2, Township 28 North, Range 23 West, P.M., M., Flathead County, Montana; Thence along the south boundary of said Section 2, S89°58'42"W 279.60 feet to a found iron pin; Thence N37°24'50"W 124.42 feet to a found iron pin; Thence N04°52'43"W 92.05 feet to a found iron pin; Thence N21°39'54"W 94.84 feet to a found iron pin; Thence N00°58'13"W 282.56 feet to a found iron pin; Thence N16°28'28"E 155.80 feet to a found iron pin; Thence N27°47'25"E 350.80 feet to a found iron pin; Thence N31°00'18"W 347.20 feet to a found iron pin; Thence N46°24'14"E 510.89 feet to a found iron pin on the west boundary of said Section 1; Thence along said boundary N00°08'07"W 966.64 feet to the point of beginning and containing 92.938 ACRES; Subject to and together with a 60 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

TRACT 2:

BEGINNING at the southeast corner of the Southeast Quarter of the Northwest Quarter of Section 1, Township 28 North, Range 23 West, P.M., M., Flathead County, Montana, which is a found iron pin; Thence S15°11'01"W 56.16 feet to the centerline of a 60 foot private road and utility easement, which is on a 49.80 foot radius curve, concave southeasterly (radial bearing S15°11'01"W); Thence northwesterly and southwesterly along said centerline and along said curve through a central angle of 61°11'01" an arc length of 53.18 feet; Thence S44°00'00"W 85.10 feet; Thence leaving said centerline S89°52'19"W 724.08 feet to the centerline of a 60 foot private road and utility easement, which is on a 300.00 foot radius curve, concave northwesterly (radial bearing N71°04'25"W); Thence southwesterly along said centerline and along said curve through a central angle of 11°46'30" an arc length of 61.65 feet to the P.R.C. of a 800.00 foot radius reverse curve, concave southeasterly (radial bearing S59°17'55"E); Thence southwesterly along said curve through a central angle of 09°02'04" an arc length of 126.15 feet; Thence S21°40'00"W 307.40 feet to the P.C. of a 500.00 foot radius curve, concave northwesterly, having a central angle of 17°30'00"; Thence along an arc length of 152.72 feet; Thence S39°10'00"W 132.64 feet to the centerline intersection of a 60 foot private road and utility easement, which is on a 516.46 foot radius curve, concave southwesterly (radial bearing S78°24'31"W); Thence northwesterly along said centerline and along said curve through a central angle of 11°27'20" an arc length of 103.26 feet to the P.R.C. of a 660.28 foot radius reverse curve, concave northeasterly (radial bearing N66°57'12"E); Thence northwesterly along said curve through a central angle of 22°58'15" an arc length of 264.72 feet; Thence N00°04'34"W 693.25 feet to the P.C. of a 450.00 foot radius curve, concave southwesterly, having a central angle of 10°41'27"; Thence along an arc length of 83.97 feet; Thence N10°46'01"W 209.88 feet to the P.C. of a 285.00 foot radius curve, concave southeasterly, having a central angle of 23°54'46"; Thence along an arc length of 118.95 feet; Thence N13°08'45"E 111.33 feet; Thence leaving said centerline S76°51'15"E 30.00 feet to a found iron pin; Thence N78°14'12"E 1302.84 feet to a found iron pin on the east boundary of said SE1/4NW1/4; Thence along said east boundary S00°05'01"E 1005.03 feet to the point of beginning and containing 33.939 ACRES; Subject to and together with 60 foot private roads and utility easements as shown hereon; Subject to and together with all appurtenant easements of record.

AND

The Northwest Quarter of the Northwest Quarter NW1/4NW1/4 of Section 12, Township 28 North, Range 23 West, M.P.M., Flathead County, Montana.