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4-CR-04-250

2004338 11530

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
RIVERSIDE AT WHITEFISH
(The Lakes Village)

THIS DECLARATION, made this 30th day of November, 2004, by
Riverside at Whitefish, L.P., hereinafter referred to as "DECLARANT,"

WITNESSETH

That WHEREAS, Riverside at Whitefish, L.P. is the owner of real property
situated in Flathead County, Montana, described as follows:

Tract 2 of Certificate of Survey No. 15698
(The Lakes Village, Phase I and II)
(See attached legal description)

107121

WHEREAS, the Declarant is desirous of maintaining said area ("the
Neighborhood") as a residential neighborhood of the highest standard in which each
owner of a Lot (as hereinafter defined) shall enjoy maximum livability and freedom with
respect to the use of said Lot, subject only to due regard for the equal rights of the other
owners of Lots in said Neighborhood;

That WHEREAS, Declarant is desirous of subjecting all of said property
hereinabove described as all that land as shown on and described as Tract 2 of
Certificate of Survey No. 15698 (The Lakes Village, Phase I and II), Records of
Flathead County, Montana, to the Conditions, Covenants and Restrictions hereinafter
set forth, each and all of which is and are for the benefit of said property and for each
owner thereof and shall inure to the benefit and pass with said property, and each and
every parcel thereof, and shall apply to and bind the successors in interest, and any
owner thereof;

NOW, THEREFORE, the Declarant, being the owner of all of the real property
above-described, hereby declares that the said real property is, and shall be, held,

transferred, sold and conveyed, subject to the conditions, restrictions, covenants and reservations hereinafter set forth; and

All persons or corporations who now or shall hereafter acquire any interest in and to the above-described property shall be held to agree and covenant with the owner of any of the property hereinabove described, or any parcel thereof, and with their heirs and successors and assigns, to conform to and observe the following covenants, restrictions, and conditions as to the use thereof, and as to the construction of dwellings and improvements thereon.

ARTICLE I. DEFINITIONS

Section 1: "Declarant" herein mentioned is Riverside at Whitefish, L.P..

Section 2: "Architectural Control Committee" shall mean that body created in the "Declaration of Covenants, Conditions and Restrictions of Riverside at Whitefish (Omnibus)," i.e., "Omnibus Declarations."

Section 3: "Owner" shall mean and refer to the person or persons owning a parcel of land in fee simple absolute, individually or as an owner in any real estate tenancy relationship recognized under the laws of the State of Montana, including a unit ownership pursuant to a recorded unit ownership declaration.

Section 4: "Lot" shall mean any plot of land shown upon any recorded Neighborhood plat or map of the property.

Section 5: "Omnibus Declarations" shall mean that Declaration of Covenants, Conditions And Restrictions, Riverside at Whitefish made and entered on July 22nd, 2003, and filed of record on July 29th, 2003 as 200321010460 and amendments there to.

Section 6: "Vote" or "voter" shall mean one vote per lot, subject to the provisions below, and provided that the Declarant herein shall be entitled to a vote for each lot it owns inclusive of a lot shown on a preliminary Neighborhood plat which has not received final Neighborhood plat approval.

ARTICLE II. RESTRICTIONS AS TO LAND USE

Section 1: Duplex Townhomes: Duplex Townhomes are the only permitted uses for all that land shown on and described as The Lakes Village, Phase I on the attached map.

Section 2: Single Family: Single Family Dwellings are the only permitted uses for all that land shown on and described as The Lakes Village, Phase II on the attached map.

Section 3: Business Activity: No trade, business or activity shall be conducted, carried on or practiced on any Lot or in a residence or dwelling constructed thereon and the owner of said Lot shall not suffer or permit any residence or dwelling erected thereon to be used or employed for any purpose that will constitute a nuisance in law or that will detract from the residential value of said Lot or the other Lots in said Neighborhood. A home office in the traditional sense, may be maintained so long as such does not result in increased foot or vehicle traffic in the neighborhood.

ARTICLE III. CONDITIONS AS TO LANDSCAPING

Landscape treatment, required for all Lots, shall consist of a combination of turf, shrubs, trees, paving and groundcover materials as approved by the Architectural Review Committee as provided in Article II of the Omnibus Declarations.

ARTICLE IV. MISCELLANEOUS RESTRICTIONS

SPECIAL CONDITIONS, STIPULATIONS AND PROTECTIVE COVENANTS

The following special conditions, stipulations and protective covenants are hereby imposed upon all Lots in said Neighborhood:

Section 1: No dwelling shall be permitted or erected on any Lot with a fully enclosed area devoted to living purposes, exclusive of porches, patios, terraces, garages and other outbuildings of less than 1400 square feet. A garage shall be required and shall be of a size at least large enough to enclose two passenger automobiles, be at least twenty feet deep and twenty feet wide, containing a minimum area of 400 square feet. Any garage shall be entered from the alley and can be attached or detached.

Section 2: No outbuilding shall be erected.

Section 3: No radio, short wave or television antenna shall extend beyond the highest roof line of the individual residence unless approved by the Architectural Review Committee.

Section 4: All down spouts from gutters must have an extension or a splash block at the bottom carried out from the wall of the residence at least five feet, said extensions or splash blocks to be installed simultaneously with the down spouts.

Section 5: No elevated tanks of any kind shall be erected, placed or permitted upon any Lot. Any tank for use in connection with any residence on any Lot, including any tank for the storage of gas, fuel oil, gasoline or oil, must be buried or kept screened by adequate planting to conceal the same from the view of neighboring Lots, the street, common areas and waterways.

Section 6: All clotheslines, equipment, recreational vehicles, service yards, wood piles or storage piles shall be kept screened by adequate planting or other acceptable means so as to conceal the same from the view of neighboring Lots, from the waterways, from the street, and common areas.

Section 7: No temporary house, trailer, tent or other outbuilding shall be placed or erected on any Lot and no dwelling shall be occupied in any manner at any time prior to completion.

Section 8: Continuity of Construction: All structures shall have the exterior completed within twelve (12) months of commencement of construction and landscaped within eighteen (18) months thereof, unless an exception is granted in writing by the Architectural Review Committee.

Section 9: Landscaping and Fences: No hedges, shrubs or other plantings, or any structure shall be permitted which unreasonably obstructs the view of any owner or motor vehicle drivers. All or any fencing and landscaping must be approved by the Architectural Review Committee. Fences shall have a maximum height of three (3) feet and shall be preapproved by the Architectural Committee. Under no circumstances shall a fence be erected between the street and the house front.

Section 10: Parking: All lot owners shall be responsible for providing on-Lot parking in accordance with the Whitefish Zoning Ordinance, and each improved lot shall

contain a paved driveway. No vehicles shall be parked on the streets, except for temporary visitor parking when such can be done safely.

Section 12: Nuisance: No noxious or offensive activity or structure shall be carried on nor shall anything be done or permitted which shall constitute a public nuisance therein. Owners shall maintain their property to neighborhood standards.

Section 13: Pet Containment And Privacy Screens: All dog runs or similar pet containment unit, and all privacy screens shall be pre-approved by the Architectural Committee and shall be incorporated into the overall design of the dwelling.

ARTICLE V. CANOE CLUB MEMBERSHIP

The owner of record of each lot shall automatically be a member of the "Canoe Club". The "Canoe Club" is a recreational facility adjacent to the property which will be completed by the Declarant in 2005. Membership is mandatory for all lot owners in The Lakes Village (84 lots) and The Lakes Cottages (66 lots). Upon completion of the facility, The Lakes at Riverside custom homesites (60 lots) shall have a one time option to join the facility. Within one year of completion of the facility, Declarant shall deed the "Canoe Club" property, free and clear, to a "non-profit" organization to operate. Each property owner member shall be responsible for paying its pro-rata share of the operating costs, which is initially estimated at \$30 per month. Once established, the annual fees cannot increase more than 25% per year.

ARTICLE VI. EXCEPTIONS

Notwithstanding anything contained herein to the contrary, there shall be excepted from the operation of both the above "Restrictions As To Land Use and Miscellaneous Restrictions" any private swimming pool provided that said swimming pool shall use circulating water, shall meet with the specifications and standards of the pertinent local government codes and ordinances, and provided further that the prior consent of the Architectural Review Committee to the construction of such private swimming pool is first sought and obtained.

ARTICLE VII. ENFORCEMENT

Section 1: Interested Parties: Any owner shall have the option and right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of this Declaration. The method of enforcement may include proceedings to enjoin the violation, to recover damages, or both. Failure by any owner to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. The City of Whitefish is an interested party and shall like an owner, at its sole election, have the authority to enforce these Covenants, and in the event of litigation, shall be entitled to attorneys' fees.

Section 2: Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE VIII. TERM

The provisions of these protective covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date they are recorded, after which time said protective covenants shall be automatically extended for successive periods of ten (10) years unless an instrument executed by the owners of seventy-five percent (75%) of the Lots located on the land described as all that land as shown on and described as Tract 2 of Certificate of Survey No. 15698 (The Lakes Village, Phase I and II), Records of Flathead County, Montana, has been recorded agreeing to terminate said protective covenants or change them in whole or in part. Each Lot shall be entitled to one vote under this Article, as determined in Article I.

ARTICLE IX. AMENDMENT

This Declaration may be amended by an instrument signed by the owners of seventy-five percent (75%) of the Lots located on the land described as all that land as shown on and described as Tract 2 of Certificate of Survey No. 15698 (The Lakes Village, Phase I and II), Records of Flathead County, Montana, which instrument has been recorded, agreeing to such amendment. Each Lot shall be entitled to one vote as determined in Article I under this Article provided that in any event an amendment shall not be valid unless approved in writing by the City of Whitefish.

IN WITNESS WHEREOF, the Declarant has executed this instrument the day and year first above written.

RIVERSIDE AT WHITEFISH, L.P.
By: Meadow Lake Development Corporation,
General Partner
By: [Signature]
Kevin M. Holliday, Vice President

STATE OF MONTANA)

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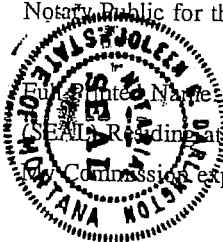
County of Flathead

On this 30th day of November, 2004, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Kevin M. Holliday, known to me to be a Vice-President of the Corporation whose name is subscribed to the foregoing instrument as General Partner of Riverside At Whitefish, L.P., and acknowledged to me that he executed the same on behalf of the Partnership.

IN WITNESS WHEREOF, I have herunto set my hand and affixed my official seal, the day and year last above written.

Notary Public for the State of Montana

[Signature]



Name: Joleen G. Darlington
Residing at: Columbia Falls MT 59912
Commission expires: 5-1-08

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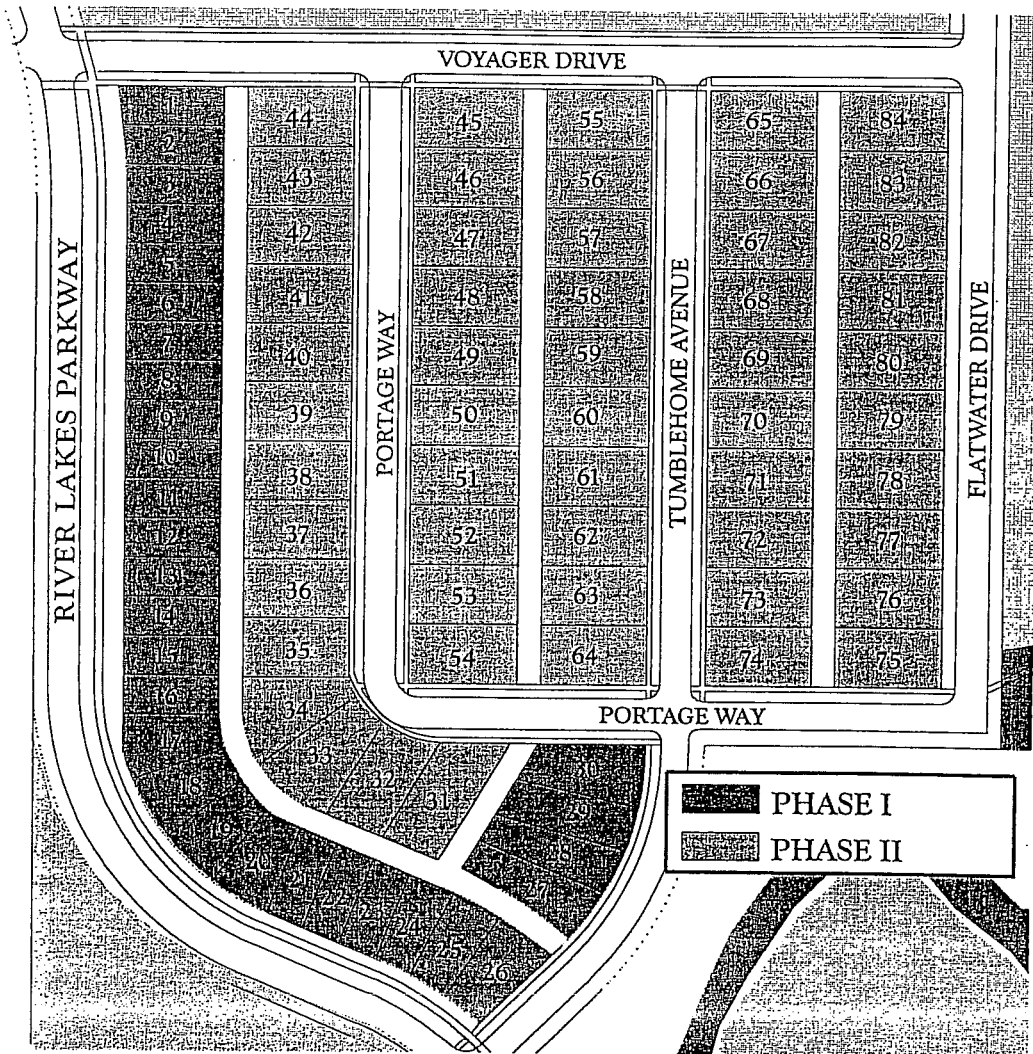
TRACT 2:

BEGINNING at the southwest corner of the Southeast Quarter of the Northwest Quarter of Section 8, Township 30 North, Range 21 West, P.M.,M., Flathead County, Montana, which is a found iron pin on the westerly R/W of a 60 foot road known as Riverside Parkway; Thence along the west boundary of said SE1/4NW1/4 and along said R/W $N00^{\circ}09'39''W$ 288.22 feet to a found iron pin and the P.C. of a 570.41 foot radius curve, concave southwesterly, having a central angle of $17^{\circ}36'37''$; Thence along an arc length of 175.32 feet to a set iron pin; Thence leaving said R/W EAST 1006.85 feet to a set iron pin; Thence SOUTH 727.62 feet to a set iron pin; Thence WEST 300.00 feet to a found iron pin on the easterly R/W of a 60 foot private road and utility easement; Thence along said R/W SOUTH 8.14 feet to a found iron pin and the P.C. of a 330.00 foot radius curve, concave northwesterly, having a central angle of $46^{\circ}30'29''$; Thence along an arc length of 267.87 feet to a found iron pin; Thence $S46^{\circ}30'29''W$ 192.47 feet to a found iron pin the westerly R/W of said Riverside Parkway, which is on a 220.00 foot radius curve, concave southwesterly (radial bearing $S55^{\circ}32'30''W$); Thence northwesterly along said R/W and along said curve through a central angle of $33^{\circ}02'30''$ an arc length of 126.87 feet to a found iron pin; Thence $N67^{\circ}30'00''W$ 145.92 feet to a found iron pin and the P.C. of a 330.00 foot radius curve, concave northeasterly, having a central angle of $67^{\circ}20'21''$; Thence along an arc length of 387.85 feet to a found iron pin on the west boundary of the NE1/4SW1/4; Thence along said west boundary $N00^{\circ}09'39''W$ 208.34 feet to the point of beginning and containing 20.146 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.

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THE Lakes VILLAGE



STATE OF MONTANA

County of Flathead

RECORDED AT THE REQUEST OF STJ

THIS 3rd DAY OF Dec., 2004 AT 11:53 O'CLOCK AND

RECORDED IN THE RECORDS OF FLATHEAD COUNTY, STATE OF MONTANA.

FEE \$ 66- PD.

Paula Robinson
(Flathead County Clerk and Recorder)

RECEPTION NO. 2004338 11530

Anthony Moore
(Deputy Clerk)

RETURN TO Charles Maiz
100 St. Andrews Dr. Columbia Falls, MT 59912