

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, Made this 25th day of October, 1978, by the Grant Creek Ranch, a limited partnership, hereinafter referred to as Declarant.

WITNESSETH:

WHEREAS, Declarant has filed a plat of certain lands in Missoula County, Montana, known as Grantland - Rankin, a platted subdivision, with the Clerk and Recorder of said County, on the 26 day of October, 1978, in Plat Book 12, at page 25; and

WHEREAS, Declarant is the owner of all Lots in said Grantland - Rankin, and desires to place covenants, conditions, and restrictions upon said Lots for the use and benefit of itself as present owner, and for the future Owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, conditions, and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I: DEFINITIONS

Section 1. "Association" shall mean and refer to Grantland--Colorado Gulch Association, a Montana non-profit corporation, its successors and assigns.

Section 2. "Board of Directors" shall mean and refer to the duly constituted Board of Directors of Association.

Section 3. "Planning Committee" shall mean and refer to the Planning Control Committee as herein provided.

Section 4. "Properties" shall mean and refer to that certain real property hereinbefore described, and such other property as is now or may hereafter be brought within the jurisdiction of Association.

Section 5. "Common Green" shall mean all real property owned by Association for the common use and enjoyment of the Members of Association.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Green, streets, utility sites and easement tracts.

Section 7. "Member" shall mean and refer to every person or entity who is a Member of the Association.

Section 8. "Owner" shall mean and refer to the record or equitable owner, whether one or more persons or entities,

of any Lot which is a part of the Properties, including buyers under a contract for deed and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Declarant" shall mean and refer to Grant Creek Ranch, a limited partnership, and its successors.

Section 10. "Class A" Members shall be all Members except Declarant and those who derive membership solely as general partners of Declarant.

Section 11. "Class B" Members shall be Declarant and those who derive membership solely as general partners of Declarant.

ARTICLE II: ANNEXATION

Section 1. Addition. Declarant hereby requests and elects to annex the Grantland - Rankin subdivision to Association. Recording of this instrument shall be deemed to complete such annexation.

Section 2. Grantland Properties. If prior to January 1, 1986, Declarant should develop additional properties bordering or in the proximity of Properties, Declarant may, but need not request that such additional lands be annexed to Association (and thereby add to its membership). Upon such request, such land shall be annexed to Association without any further approval being required. Declarant shall not request the annexation of such lands if services provided by Association do not have the capacity to service the proposed areas. However, Declarant is authorized to commit such action as is required to increase the capacity of any system for services and therefore permit annexation of additional properties. Cost for installing such expansion of the system in accordance with governmental requirements shall be paid by Declarant or charged against the properties to be annexed, by improvement district or otherwise. Subsequent maintenance and improvements shall be the responsibility of Association.

Section 3. Other Properties. Association may, at any time, annex additional residential properties and common areas, and so add to its membership; provided that any such annexation shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. No Properties which shall utilize services originally installed by Declarant shall be annexed without the advance approval of Declarant.

ARTICLE III: MEMBERSHIP

Every person or entity who is a record or equitable owner of any Lot which is subject by covenants of record to assessment by the Association, including Buyers under a contract for deed and contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. All general partners of Declarant shall be considered as land owners for the purposes of Association membership, and shall therefore be Members of Association, so long as Declarant owns one or more Lots which are subject by covenants of record to assessment by the Association.

ARTICLE IV: VOTING

Section 1. Class A. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest in

any Lot, the vote for such Lot shall be exercised as such persons among themselves determine, but in no event shall more than one (1) Class A vote be cast with respect to any Lot.

Section 2. Class B. Declarant shall be entitled to three (3) votes for each Lot which it holds the interest required for membership. Persons who derive their membership as general partners of Declarant shall be entitled to one (1) vote per person.

Section 3. Single Class. The distinction between classes of membership shall terminate on January 1, 1986. When such distinction of classes shall terminate, all Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest in any Lot, the vote for such Lot shall be exercised as such persons among themselves determine. However, so long as general partners of Declarant remain Members of Association, they shall be entitled to one (1) vote per person because of such position as such partner.

Section 4. Procedures. Quorums and other procedures concerning voting and administration of Association shall be established in its Articles and By-Laws.

ARTICLE V: PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Green and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- a. The right of Association to provide reasonable restrictions on use of the Common Green for the overall benefit of its Members. Such restrictions may include limiting the number of guests of Members allowed to use the Common Green.
- b. Use of motorized vehicles or wheeled vehicles including bicycles is prohibited on the Common Green.
- c. The right of Association to charge reasonable admission and other fees for the use of any recreational or other facility situated upon the Common Green.
- d. The right of Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of installing and maintaining a water system and in aid thereof, to mortgage or otherwise grant secured interests in such property, and the rights of such secured interests in said properties shall be consistent with the rights of Owners and Members hereunder.
- e. The right of Association to suspend the voting rights and right to use of recreational facilities by a Member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations.
- f. The right of Association to dedicate or transfer all or any part of the Common Green to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by Members. Any such dedication shall require that the property dedicated remain in a natural state. No such dedication or transfer shall be

effective unless an instrument signed by Members representing three-fourths (3/4) of the entire number of outstanding votes and including all Owners of Lots any part of which is within three hundred feet of the area to be dedicated, has been recorded agreeing to such dedication or transfer.

- g. The right of Association, by resolution approved by two-thirds (2/3) of the members of its Board of Directors, to grant easements under any Common Green to any public agency, authority, or utility. Such easements may be granted without charge, at the discretion of the Board of Directors.
- h. The right of Declarant, Association, or any successor organization that provides water services for the Grantland properties to drill wells on and run water mains or other portions of its water system that serves the Grantland area under any Common Green, or other property owned by Association.

Section 2. Delegation of Use. Any Member may delegate, in accordance with the By-Laws and regulations of Association, his right of enjoyment to the Common Green and facilities to any persons who reside on his Lot.

Section 3. Title to the Common Green. Declarant hereby covenants that it will convey title to the Common Green to Association.

ARTICLE VI: SERVICES

Section 1. Water System. Declarant is installing a water system to serve the Properties. Ownership of such system shall be deemed transferred to Association as soon as installation is completed and the system is approved by appropriate governmental agencies. Association shall be responsible for all operation, maintenance and subsequent improvements for such system, subject to the right of Declarant to increase the system to provide for additional properties annexed, as herein provided.

Section 2. Fees. Board of Directors of Association shall establish a fee schedule for providing services. Such schedule may include the assessment of:

- a. Charges for availability of the system even though it is not used by the Owner of a Lot.
- b. Charges for an initial hookup.
- c. Charges for use.
- d. Additional charges for excess use.
- e. Charges based on either a flat rate or meter measurement.
- f. Special assessments for capital investments, and
- g. Such other charges as may be required to maintain and operate the system.

Section 3. Rules and Regulations. Board of Directors of Association shall be authorized to establish such rules and regulations as they deem appropriate for the reasonable operation of the system. They may include regulations for usage, methods of hooking up to the system, restrictions on usage, and such other rules and regulations as they deem reasonable for assuring proper operation of the system. Provisions may be made for suspending services for non-payment of assessments, or abuse of established rules and regulations. Adjustment procedures may be

provided.

Section 4. Liability. Members of the Board of Directors of Association, or operators of the system shall not have individual liability for actions taken on behalf of Association, unless such actions are determined to be a flagrant abuse of their authority.

Section 5. Additional Services. Association may provide additional services only following assent of two-thirds (2/3) of the Owners concerned who are voting in person or by proxy at a meeting duly called for levying such assessments, or upon the signing of a document by two-thirds (2/3) of the Owners concerned. Association may provide such services for all or a portion of the property within its jurisdiction and levy assessments on such portion of its Members as derive benefits from services concerned.

ARTICLE VII: ASSESSMENTS

Section 1. Creation of Lien and Obligation. Declarant for each Lot owned within Properties covenants, and each Owner of any Lot by acceptance of a deed or contract for purchase of any Lot within the Properties, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to be a Member of Association, and shall be subject to the assessments and duly enacted By-Laws and other rules and regulations of Association. All assessments of Association together with interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall constitute a lien upon the Lot against which assessment is made. Such lien shall be deemed perfected upon filing with the County Clerk and Recorder of Missoula County an account of the assessments due together with a correct description of the property to be charged with such lien, which is verified by affidavit, but any error or mistake in the account or description shall not affect the validity of the lien, if the property can be identified by the description. The priority of such lien shall be determined as of the time of filing with the Clerk and Recorder, and it shall be deemed subordinate to all previously recorded or filed interests. Each such assessment together with interest thereon and costs of collection thereof, as herein provided shall also be the personal obligation of the Owner of such Lot at the time when such assessment became due. Board of Directors of Association may establish rules and regulations concerning collection of obligations and perfection of liens.

Section 2. Purpose of Assessments. Assessments levied by Association shall be used exclusively for the purpose of providing services, and promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular, for the improvement, operation, and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Green, and of the homes situated upon the Properties.

Section 3. Rate of Assessments. Assessments for services may be based on either a flat rate or on usage. All other assessments, including those for capital improvements on systems utilized to provide services, shall be fixed at a uniform rate per Lot. Undeveloped Lots owned by Declarant shall be subject to assessment at one-fourth of the amount of assessments fixed for other Lots.

Section 4. Types of Assessments. Assessments shall be fixed by the Board of Directors in accordance with the following guide lines:

- a. Routine Assessments. Routine assessments shall be utilized to provide for the administration of Association, to provide funds for payment of routine expenses and maintenance, and to provide funds for such other purposes as the Board of

Directors may determine, consistent with the purposes of Association. Until January 1, 1978, the maximum annual routine assessment shall be Twenty-Five Dollars (\$25.00) per Lot.

(1) From and after January 1, 1978, the maximum annual assessment may be increased effective January 1 of each year in proportion to the increase in the Consumers Price Index as published by the United States Department of Labor for the preceding month of July as compared to the Index last used for adjusting the amount of assessments. The Index published for July, 1976, shall serve as the initial base index. However, in no event shall the increase of assessments be based on the increase in the Index for more than the immediately preceding five years.

(2) From and after January 1, 1978, the maximum annual assessment may be increased above that established by the Consumers Price Index formula, or decreased to a different basis (subject to subsequent adjustment by the Consumers Price Index formula), provided that any such change shall have the assent of two-thirds

(2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. These limitations shall not apply to any change in the assessments incident to a merger or consolidation in which Association is authorized to participate under its Articles of Incorporation.

(3) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum allowable.

- b. Service Assessments. Assessments for services shall be utilized to provide such services, including related administrative costs, and such other costs and charges as are required to operate the system. Funds utilized for services shall be accounted for separately.
- c. Capital Improvement Assessments. Association may levy in any year a special assessment for the purpose of defraying in whole or in part, the cost 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 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, unless it has the approval as above provided of ninety percent (90%) of the votes (instead of two-thirds).
- d. Special Assessments. Association may levy special assessments applicable to one year only, for the purpose of defraying costs or meeting proposed expenses. However, any assessment shall have the approval of two-thirds (2/3) of the votes of Members who are voting in

person or by proxy at meetings duly called to consider such special assessment.

- e. **Emergency Assessments.** Board of Directors is authorized to levy in any assessment year an emergency assessment, which shall not exceed four times the amount of the Routine Assessment for that year. Additional emergency assessments shall have the approval of a simple majority of the votes of 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 damages or a change of condition that must be remedied promptly to insure a safe and adequate continuation of facilities or services.
- f. **Compliance Assessments.** In addition to other assessments herein provided, Association may levy an assessment for the purpose of defraying costs including legal fees to enforce this Declaration. Any such assessment shall have the approval of a simple majority of the votes of Members who are voting in person or by proxy at a meeting duly called to consider such compliance assessment. Board of Directors is authorized to return funds assessed hereunder if in connection with such enforcement, it recovers costs. Nothing herein shall be interpreted to preclude the Board of Directors from utilizing other funds for compliance purpose.

Section 5. Commencement of Assessments. Board of Directors is authorized to commence initial assessments as herein authorized at such time as it determines appropriate. Written notice of assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 6. Certificate of Payment. Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Non-payment of Assessments. Any assessments or installment payments on assessments which are not paid when due shall be delinquent. Association may establish policies concerning the assessment of interest for delinquent accounts. Association may bring an action at law to collect the amount of the assessment, together with interest, costs, and reasonable attorneys fees for such action, or may take action to perfect and collect on the lien involved.

Section 8. Property Subject to Assessment. All Lots shall be subject to assessments by Association as herein provided.

ARTICLE VIII: PROTECTIVE COVENANTS

The following protective covenants are designed to provide a uniform plan for the development of the Properties. However, nothing herein shall be interpreted to preclude variations among the various subdivisions subject to the jurisdiction of Association. They shall constitute a covenant running with the land for each Lot within the Properties.

Section 1. Land Use. All Lots shall be known and described as residential lots. No Lot shall be used except for residential purposes, and no business of any kind or character whatsoever shall be conducted in or from any resident on said Lots.

Section 2. Planning Control Committee. For the primary

purpose of preserving the natural scenic beauty of each Lot and for the regulation of all improvements so as to enhance the aesthetic harmony with the natural beauty, there has been created a Planning Control Committee, herein referred to as "Planning Committee." Members of the Planning Committee shall serve at the will of the Board of Directors of Association, which shall be authorized to change the number of members of such Planning Committee.

Section 3. Planning Control. No improvements, including any dwelling house, garage, structure, fence, wall, driveway or roadway, pipeline, water well, sewage system, or general landscaping plan shall be erected, placed, or altered on any Lot until the plans and specifications together with a site plan showing the location of the proposed improvement, has been approved in writing by the Planning Committee. The Planning Committee approval shall be governed by the provisions herein, and shall consider the quality of workmanship and materials, harmony of design with existing and planned improvements, exterior color, height, and location with respect to topography and finish grade elevation. No alteration or deviation shall be made from the plans as approved, unless such alteration or deviation is also submitted to and approved by the Planning Committee. If no suit is commenced to require compliance with this Declaration within six (6) months of completion or alteration of a one-family dwelling house, said dwelling house shall thereafter be deemed to be in compliance with this Declaration. Such provision deeming compliance shall apply only to the dwelling house, and not to other structures or improvements.

Section 4. Vegetation and Terrain. No live vegetation shall be removed or destroyed, nor shall the natural terrain or contour of any Lot be altered without prior written approval of the Planning Committee.

Section 5. Landscaping. The Owner of each Lot shall provide reasonable landscaping for his Lot within six (6) months of completion of construction of the dwelling house. Such landscaping shall include lawn, shrubs, and trees.

Section 6. Building. No Lot shall have more than one (1) dwelling house located upon it and no Lot shall be divided. No building shall be erected, altered, placed on, or permitted to remain on any Lot other than one single-family dwelling plus one private garage or carport. The living area of the dwelling house shall be not less than one thousand four hundred (1,400) square feet on the main floor level. Such area shall include the walls of the house, but shall be exclusive of the basement and upper floors and exclusive of open porches or attached garages. All structures shall be of new construction; no building shall be moved upon any Lot. The Planning Committee is authorized to waive the 1,400 square feet requirement, and approve a house otherwise qualified which contains not less than one thousand two hundred (1,200) square feet, when it deems such house compatible with the area.

Section 7. Occupancy. No basement or partially completed building shall be occupied prior to completion of the dwelling house, and no garage or outbuildings shall be occupied as a residence at any time. Any construction shall be completed within one (1) year of the time it was commenced.

Section 8. Creek. No water shall be diverted or taken from any creek, stream or ditch running through or adjacent to any of the properties by any method. No existing water flow channel shall be altered.

Section 9. Utilities. All utility lines shall be underground. No overhead power or communication lines or wires shall be erected or permitted to remain on any Lot.

Section 10. Animals and Pets. No animals or fowl, domestic

or wild, except for one (1) dog and one (1) cat will be kept on any of the Properties, and in no event may any animals or fowl be raised, bred or maintained for any commercial purpose. All female dogs must be spayed before they shall be allowed on the Properties. Any dog or cat permitted hereunder shall be kept within the Lot of its Owner unless leashed and under the immediate control of its Owner. Such animals shall not be permitted to become a nuisance or annoyance to the neighborhood. The natural and prior rights of wild and game animals and birds is recognized, and such animals and birds shall not be hunted, molested, or otherwise harmed on the Properties. Protection hereunder shall not extend to rodents.

Section 11. Vehicles. No trailer, trailer house, mobile home, truck (in excess of 10,000 pounds GVW), or any inoperative or unsightly vehicle shall be parked or permitted to remain on the Properties. However, the Planning Committee may grant written approval to store one unoccupied camping trailer and one boat trailer on each Lot for a period of time not to exceed one (1) year. Such approval may be renewed on an annual basis.

Section 12. Maintenance. No trash, rubbish, debris, garbage or other unsightly items shall be accumulated or permitted to remain on any Lot. No burning of such trash, rubbish, debris, or garbage shall be permitted on any of the Properties.

Section 13. Garbage. All garbage shall be stored in containers of metal, plastic, or other suitable materials which shall prevent the escape of odors, and prevent entrance by pets or wildlife. No such container shall be located where its appearance is unsightly from any road or adjacent property.

Section 14. Water System. The water system provided for the Properties shall be used as the exclusive water system for domestic usage on the Properties. The Owner of each Lot shall pay reasonable installation and periodic charges for the use or benefit of the system.

Section 15. Nuisances. No noxious or offensive activity shall be carried on or permitted upon any of the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; nor shall the premises be used in any way or for any purpose which may endanger the health or safety of, or unreasonably disturb the residents of any Lot.

Section 16. Sanitary. The Owner of each Lot shall comply with all governing laws and regulations relating to water supply, sewage disposal, air pollution, and other sanitary requirements.

Section 17. Weed Control. The Owner of each Lot shall be responsible for the control of noxious weeds and vegetation thereon. In the event he fails to provide such control, Association is authorized to enter the Lot and provide such control at the expense of the Owner of the Lot concerned.

Section 18. Policy. The policy of enhancing and protecting the value, desirability, and attractiveness of the Properties as a peaceful and highly desirable rural subdivision is hereby stated. To assist in protecting the natural environment and to help maintain the peaceful setting, noise and activities that create noise shall be restricted to preclude disturbance of the neighborhood and the operation of motorcycles and snowmobiles is expressly prohibited on any Lot or the Common Green.

ARTICLE IX: ENFORCEMENT

Section 1. Interested Parties. The Association, the Declarant, or 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 to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Costs of Enforcement. Should any lawsuit or other legal proceeding be instituted by the Association against an Owner for an alleged violation of one or more of the provisions of this Declaration, and should the Association be wholly or partially successful in such proceeding, the offending Owner shall be obligated to pay the costs of such proceeding, including a reasonable attorney's fee.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE X: TERM

The provisions of this Declaration shall be binding until September 19, 1997, after which time the Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of two-thirds (2/3) of the Lots within the jurisdiction of the Association has been recorded agreeing to terminate this Declaration.

ARTICLE XI: AMENDMENT

Section 1. Covenants. Protective covenants listed in Article VIII may be amended or modified by an instrument signed by the Owners of two-thirds (2/3) of the Lots in Grantland - Rankin, which has been recorded agreeing to such amendment.

Section 2. Other Provisions. This Declaration (other than provisions relating to Protective Covenants, as above provided) may be amended or modified by an instrument signed by the Owners of two-thirds (2/3) of all Lots subject to jurisdiction of the Association, which has been recorded agreeing to such amendment or modification. However, no amendment or modification hereto shall be made of a provision that requires a greater majority for approval, or that requires the consent of specific Owners or Members, unless it has the approval of such greater majority or of such specific Owners or Members.

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

GRANT CREEK RANCH

By

Gary A. Marbut
General Partner

By

A. Reed Marbut
General Partner

STATE OF MONTANA)
) ss.
County of Missoula)

On this 25th day of October, 1978, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Gary A. Marbut and A. Reed Marbut, known to me to be the General Partners of Grant Creek Ranch, a limited partnership, that executed the within instrument, and acknowledged to me that they executed the same as General Partners thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above

I received and filed this instrument for record on the <u>26</u> day of <u>Oct</u> , 19 <u>78</u> at <u>11:30</u> o'clock <u>A</u> . M., and it is recorded in Vol. <u>128</u> of Micro Records of the County of Missoula, State of Montana, on page <u>907</u>	
Witnes my hand:	
Rebecca Frank, County Recorder	
By <u>Mary Helander</u> , Deputy	one \$ <u>20.00</u> fee Paid
on to <u>Grant Creek Ranch</u>	
<u>7700 Old Court Creek Rd.</u>	

Notary Public for the State of Montana;
Residing at Missoula, Montana
My Commission expires: July 28, 1981

AMENDED DECLARATION OF
GRANTLAND COLORADO RANKIN HOMEOWNERS ASSOCIATION

INTRODUCTION

This declaration is made this 6 day of ^{March, 1993}~~July~~, 1992 by the undersigned, as owners of two-thirds (2/3) or more of the Lots located in and upon the real property described below, the names and signatures of these persons being attached to this document and incorporated herein by this reference.

RECITALS

A. The undersigned are owners, equitable or otherwise, of at least two-thirds (2/3) of the tracts or parcels situated within the exterior boundaries of Tract A of Certificate of Survey No. 355, and the following platted subdivisions; Grantland 11, Phase 2, Grantland-Colorado Gulch, and Grantland-Rankin, all on file with the Missoula County Clerk and Recorder.

B. Certain covenants, restrictions and conditions have been previously placed upon the above described real property parcels, which covenants and restrictions are:

1. Covenants dated September 19, 1977, recorded in Volume 104, Page 566 of the MicroRecords maintained by the Missoula County Clerk and Recorder, affecting Tract A on Certificate of Survey No. 355, and the platted subdivision in Missoula County known as Grantland Eleven, Phase II.
2. Covenants dated July 2, 1976, recorded in Volume 84, Page 849 of the MicroRecords maintained by the Missoula County Clerk and Recorder, affecting the platted subdivision

known as Grantland-Colorado Gulch.

3. Covenants dated October 25, 1978, recorded in Volume 128, Page 907 of the MicroRecords maintained by the Missoula County Clerk and Recorder, affecting the platted subdivision known as Grantland-Rankin.

C. The undersigned owners desire to amend, update and replace in their entirety the above referenced declarations as they relate to the property described in this document, so long as to allow the formation of a uniform set of covenants, restrictions and conditions for all the above described properties, to accomplish the purposes set forth in this document and improve, maintain and repair certain common improvements owned by the association.

D. The undersigned reaffirm the continuing association for the properties described above.

NOW, THEREFORE, the undersigned being owners of more than two-thirds (2/3) of the tracts hereinabove described, do hereby amend those certain declarations of covenants, conditions, restrictions and easements described above, with the terms of this document.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to Grantland-Colorado Gulch Association, a Montana non-profit corporation, its successors and assigns.

Section 2. "Board of Directors" shall mean and refer to the

duly constituted Board of Directors of Association.

Section 3. "Planning Committee" shall mean and refer to the Planning Control Committee as herein provided.

Section 4. "Properties" shall mean and refer to that certain property hereinbefore described, and such other real property as is now or may hereafter be brought within the jurisdiction of Association.

Section 5. "Common Green" shall mean all real property owned by Association for the common use and enjoyment of the Members of Association.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Greens, streets, utility sites and easement tracts. For purposes hereunder, Tract A on Certificate of Survey No. 355 shall be deemed to be a Lot.

Section 7. "Member" is defined in Article III below.

Section 8. "Owner" shall mean and refer to the record or equitable owner, whether one or more persons or entities, of any Lot which is a part of the Properties, including buyers under a contract for deed and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Notice" for any Association meeting shall be in writing and delivered to the Member or mailed first class to the Member's last known mailing address, three weeks prior to the

date for that meeting. Mailing is deemed accomplished when deposited in the U.S. Mail, postage prepaid.

ARTICLE II. ANNEXATION

Section 1. Other Properties. Association may, at any time, annex additional residential properties and common areas, and so add to its membership; provided that any such annexation shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

ARTICLE III. MEMBERSHIP

Every person or entity who is a record or equitable owner of any Lot which is subject by covenants of record to assessment by the Association, including buyers under contract for deed and contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot which is subject to assessment by the Association.

ARTICLE IV. VOTING

Section 1. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest in any Lot, the vote for such Lot shall be exercised as such persons among themselves determine, but in no event shall more than one (1)

vote be cast with respect to any Lot.

Section 2. Procedure. Quorums and other procedures concerning voting and administration of Association shall be established in its Articles and By-Laws.

Section 3. Annual Meeting. An annual meeting shall be held each year on the first Monday of April or at such other convenient time set by the Directors. At the annual meeting the Association shall elect new officers, attend to business as required, and report to the Members on the financial condition of the Association. The notice of the annual meeting shall include a copy of the agenda of items to be presented for any vote. Notice shall be provided pursuant to Article I, Section 9.

ARTICLE V. PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Green and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- a. The right of Association to provide reasonable restrictions on use of the Common Green for the overall benefit of its Members. Such restrictions may include limiting the number of guests of Members allowed to use the Common Green.
- b. Use of motorized vehicles is prohibited on the Common Green.

- c. The right of Association to charge reasonable admission and other fees for the use of any recreational or other facility situated upon the Common Green.
- d. The right of Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of installing and maintaining a water system and in aid thereof, to mortgage or otherwise grant secured interests in such property, and the rights of such secured interests in said properties shall be consistent with the rights of Owners and Members hereunder.
- e. The right of Association to suspend the voting rights and right to use of recreational facilities by a Member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations.
- f. The right of Association to dedicate or transfer all or any part of the Common Green to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by Members. Any such dedication shall require that the property dedicated remain in a natural state. No such dedication or transfer shall be effective unless an instrument signed by members representing three-fourths

(3/4) of the entire number of outstanding votes and including all Owners of Lots any part of which is within three hundred feet of the area to be dedicated, has been recorded agreeing to such dedication or transfer.

- g. The right of Association, by resolution approved by two-thirds (2/3) of the members of its Board of Directors, to grant easements under any Common Green to any public agency, authority or utility without charge. Such easement may be granted at the discretion of the Board of Directors.
- h. The right of Association, or any successor organization that provides water services for the Grantland properties to drill wells on and run water mains or other portions of its water system that serves the Grantland area under any Common Green, or other property owned by Association.

Section 2. Delegation of Use. Any Member may delegate, in accordance with the By-Laws and regulations of Association, his right of enjoyment to the Common Green and facilities to any persons who reside on his Lot.

ARTICLE VI. SERVICES

Section 1. Water System. A water system has been installed to serve the Properties. Ownership of such system is in the Association and the system is approved by appropriate

governmental agencies. Association shall be responsible for all operation, maintenance and subsequent improvements for such system..

Section 2. Fees. Board of Directors of Association shall establish a fee schedule for providing services. Such schedule may include the assessment of:

- a. Charges for availability of the system even though it is not used by the Owner of a Lot.
- b. Charges for an initial hookup.
- c. Charges for use.
- d. Additional charges for excess use.
- e. Charges based on either a flat rate or meter measurement.
- f. Special assessments for capital investments, and
- g. Such other charges as may be required to maintain and operate the system.

Section 3. Rules and Regulations. Board of Directors of Association shall be authorized to establish such rules and regulations as they deem appropriate for the reasonable operation of the system. They may include regulations for usage, methods of hooking up to the system, restrictions on usage, and such other rules and regulations as they deem reasonable for assuring proper operation of the system. Provisions may be made for suspending services for non-payment of assessments, or for abuse of established rules and regulations. Adjustment procedures may

be provided.

Section 4. Liability. Members of the Board of Directors of Association, or operators of the system shall not have individual liability for actions taken on behalf of Association, unless such actions are determined to be a flagrant abuse of their authority.

Section 5. Additional Services. Association may provide additional services outside the boundary of Association only following assent of two-thirds (2/3) of the votes of those Members who are voting in person or by proxy at a meeting duly called for approval of such services, or upon the signing of a document by Members representing two-thirds (2/3) of the Lots. Association may provide such services for all or a portion of the property within its jurisdiction and levy assessments on such portion of its Members as derive benefits from services concerned.

ARTICLE VII. ASSESSMENTS

Section 1. Creation of Lien and Obligation. Each Member by acceptance of a deed or contract for purchase of any Lot within the Properties, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to be a Member of Association, and shall be subject to the assessments and duly enacted By-Laws and other rules and regulations of Association. All assessments of Association together with interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall

constitute a lien upon the Lot against which assessment is made. Such lien shall be deemed perfected upon filing with the County Clerk and Recorder of Missoula County on account of the assessments due together with a correct description of the property to be charged with such lien, which is verified by affidavit, but any error or mistake in the account or description shall not affect the validity of the lien, if the property can be identified by the description. The priority of such lien shall be determined as of the time of filing with the Clerk and Recorder, and it shall be deemed subordinate to all previously recorded or filed interests. Each such assessment together with interest thereon and costs of collection thereof, as herein provided shall also be the personal obligation of the Owner of such Lot at the time when such assessment became due. Delinquent personal obligations shall pass to successors in title. Board of Directors of Association may establish rules and regulations concerning collection of obligations and perfection of liens, in accordance with this Declaration.

Section 2. Purpose of Assessments. Assessments levied by Association shall be used exclusively for the purpose of providing services, and promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular, for the improvement, operation, and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Green, and of the

homes situated upon the Properties. Assessments levied may also be used for the enforcement of covenants.

Section 3. Rate of Assessments. Assessments for services may be based on either a flat rate or upon usage. All other assessments, including those for capital improvements on systems utilized to provide services, shall be fixed at a uniform rate per Lot.

Section 4. Types of Assessments. Assessments shall be fixed by the Board of Directors in accordance with the following guidelines:

- a. Routine Assessments. Routine assessments shall be utilized to provide for the administration of Association, to provide funds for payment of routine expenses and maintenance, and to provide funds for such other purposes as the Board of Directors may determine, consistent with the purpose of the Association. The maximum annual assessment is presently \$30.00 per Lot and may be increased above that, provided that any such change shall have the assent of two-thirds (2/3) of votes by Members who are voting in person or by proxy at a meeting duly called for this purpose. These limitations shall not apply to any change in the assessments incident to a merger or consolidation in which Association is authorized to participate under its Articles of Incorporation.

- b. Service Assessments. Assessments for services shall be utilized to provide such services, including related administrative costs, and such other costs and charges as are required to operate the service. Funds utilized for services shall be accounted for separately.
- c. Capital Improvement Assessments. 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 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 Members who are voting in person or by proxy at a meeting duly called to consider such special assessments. No such assessment shall be established to cover a period in excess of five (5) years, unless it has the approval as above provided of ninety percent (90%) of the votes (instead of two-thirds).
- d. Special Assessments. Association may levy special assessments applicable to one year only, for the purpose of defraying costs or meeting proposed expenses. However, any assessment shall have the

approval of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at meeting duly called to consider such special assessment.

- e. Emergency Assessments. Board of Directors is authorized to levy in any assessment year an emergency assessment, which shall not exceed four times the amount of the Routine Assessment for that year. Additional emergency assessments shall have the approval of a simple majority of the votes of 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 damages or a change of condition that must be remedied promptly to insure a safe and adequate continuation of facilities or services.
- f. Compliance Assessments. In addition to other assessments herein provided, Association may levy an assessment for the purpose of defraying costs including legal fees to enforce this Declaration. Any such assessment shall have the approval of a simple majority of the votes of Members who are voting in person or by proxy at a meeting duly called to consider such compliance assessment. Board of Directors is authorized to return funds assessed hereunder if in

connection with such enforcement it recovers costs. Nothing herein shall be interpreted to preclude the Board of Directors from utilizing other funds for compliance purposes.

Section 5. Commencement of Assessments. Board of Directors is authorized to commence initial assessments as herein authorized at such time as it determines appropriate. Written notice of assessments shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors.

Section 6. Certificate of Payment. Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Non-payment of Assessments. Any assessments or installment payment on assessments which are not paid when due shall be delinquent. Association shall assess interest at the legal rate defined by statute [presently 10%] for unpaid assessments commencing six (6) months after the date of the assessment. A notice of delinquent assessment shall be sent for all assessments not paid within ninety (90) days of the assessment. For any assessment unpaid after six (6) months of

its mailing, the Association shall file a Lien for Delinquent Assessments against the respective Lot and file that lien with the Missoula County Clerk and Recorder. Association may bring an action at law to collect the amount of the assessment, together with interest, costs, and reasonable attorneys fees for such action, or may take action to collect on the lien involved.

Section 8. Property Subject to Assessment. All Lots shall be subject to assessments by Association as herein provided.

ARTICLE VIII. PROTECTIVE COVENANTS

The following protective covenants are designed to provide a uniform plan for the development of the Properties. They shall constitute a covenant running with the land for each Lot within the Properties.

Section 1. Land Use. All Lots shall be known and described as residential lots. No Lot shall be used except for residential purposes, and no business activity shall be allowed to operate on any Lot unless specifically provided in this Section. Professional or artisan activities are allowed so long as these activities do not create customer or commercial traffic to any Lot. In no event shall any signs be allowed on any Lot which identifies a business conducted on any Lot.

Garage sales or rummage sales are limited to one sale per Lot per year, which sale is not to exceed two consecutive days. Signs for such sales are not to be placed anywhere within the area subject to these covenants, except on the Lot conducting the

sale and at the neighborhood entrance. The member conducting the sale shall immediately remove all signs upon the conclusion of the sale, whether those signs are on the member's Lot or posted outside the neighborhood.

"For Sale" signs are allowed on the Lot that is for sale. "Open House" signs are allowed on the Lot and in the neighborhood during the period of the open house. All other signs not expressly allowed herein are prohibited.

Section 2. Planning Control Committee. For the primary purposes of preserving the natural scenic beauty of each Lot and for the regulation of all improvements so as to enhance the aesthetic harmony with the natural beauty, there has been created a Planning Control Committee, herein referred to as "Planning Committee." Said Planning Committee shall consist of at least five (5) members. Members of the Planning Committee shall serve at the will of the Board of Directors of Association, which shall be authorized to change the number of members of such Planning Committee.

Any decision made by the Planning Committee shall be subject to review by the Board of Directors, provided review is requested within ten (10) calendar days of the Planning Committee's decision. The Board of Directors shall have the power to sustain, reverse, or to modify any decision of the Planning Committee. The procedure to be followed by the Board of Directors in reviewing a Planning Committee decision, shall be

established by the Board and consistently applied.

Upon the receipt by the Planning Committee of an application seeking any approval or variance as provided in this Article, the Committee shall provide written notice to all members owning property within five hundred (500) feet of the Lot for which the application is made. The notice shall provide a description of the nature of the application, inform the member of his or her opportunity to review the application in its entirety and to comment to the committee within ten (10) calendar days. The Committee shall also provide this notice to any Member who has requested in writing to be notified of an application seeking variance or approval of plans. The final decision of the Planning Committee shall be sent to the applicant, and to all persons receiving notice under this paragraph. The notice of decision shall include a description of the final decision of the Planning Committee, and shall inform the recipient of the right to request review by the Board of Directors.

Section 3. Planning Control. No improvements shall be erected, placed or altered on any Lot until the plans and specifications together with a site plan showing the location of the proposed improvement, has been approved in writing by the Planning Committee. Planning Committee approval shall be governed by the provisions herein, and shall consider the quality of workmanship and materials, harmony of design with existing and planned improvements, exterior color, height and location with

respect to topography and finish grade elevation. No alteration or deviation shall be made from the plans as approved, unless such alteration or deviation is also submitted to and approved in writing by the Planning Committee.

If no suit is commenced to require compliance with this declaration within six months of the completion or alteration of a dwelling house, that dwelling house shall thereafter be deemed to be in compliance with this declaration. This provision deeming compliance shall apply only to dwelling houses, and not to other structures or improvements.

For purposes of this section, "improvements" are defined as (a) a dwelling house, (b) any alteration or modification to the exterior of an existing dwelling house or garage, (c) any fence, wall, driveway, excavation, (d) any structure separate from the dwelling house, (e) any change in exterior color or materials, and (f) landscaping which changes the natural contour or topography of the Lot. For purposes of this section, "harmony of design" includes, but is not limited to, consideration of how the proposed improvement blends with existing structures adjacent to the site, as well as the topography of site and adjacent Lots. It is intended and acknowledged that portions of the neighborhoods subject to these covenants differ from other portions, and that what may be suitable for one area is not necessarily suitable for another area within these neighborhoods. Harmony of design is also to include consideration for the free

movement of native deer, elk, and birds found in the Grant Creek drainage.

Section 4. Vegetation and Terrain. No live vegetation shall be removed or destroyed, nor shall the natural terrain or contour of any lot be altered without prior written approval of the Planning Committee. Nothing in this section shall restrict the removal of dead vegetation or activity reasonably intended to control noxious weeds.

Section 5. Access and Roadways. No part of any Lot shall be used to provide access to any adjacent land, and no roadway shall be used or constructed on any Lot for any purpose except for one entrance, passageway for access to the dwelling house and garage thereon, except where such roadway is shown by an easement or otherwise on the subdivision plat as filed of record. Driveways or roads accessing a structure from more than one point may be approved by the Planning Control Committee, where such accesses enhance safety or use without unreasonable aesthetic disruption.

Section 6. Landscaping. The Owner of each Lot shall provide reasonable landscaping for his Lot within twelve (12) months of completion of construction on the dwelling house. Such landscaping shall include lawn, shrubs and trees.

Section 7. Kennels. Kennel enclosures are permitted only with prior approval of the Planning Committee and only as long as those kennels do not exceed 75 square feet in area, and six feet

in height, are constructed of suitable new material of a color that blends with its setting and are reasonably screened from public view by vegetation or approved structure. No lot shall be allowed to have more than one kennel. Placement of kennels must be approved by the Planning Control Committee prior to installation.

Section 8. Satellite Dishes, Detached Flagpoles, Exterior Antennas and Detached Lighting. No satellite dishes, detached flagpoles, exterior antennas or detached lighting are allowed on any Lot. Exceptions may be granted by the Planning Committee.

Section 9. Building. No Lot shall have more than one (1) dwelling house located upon it and no Lot shall be divided. No building shall be erected, altered, placed on, or permitted to remain on any Lot other than one single-family dwelling plus one attached or detached private garage or carport. The living area of the dwelling house shall be not less than one thousand four hundred (1,400) square feet on the main floor level and two thousand (2,000) square feet finished total living area. Such area shall include the walls of the house, but shall be exclusive of open porches or attached garages. All structures shall be of new construction; no building shall be moved upon any Lot. The Planning Committee is authorized to waive the one thousand four hundred (1,400) square feet requirement and approve a house otherwise qualified which contains not less than one thousand two hundred (1,200) square feet, providing it has two thousand

(2,000) square feet finished above ground. No structure shall be built in excess of thirty (30) feet in height, measured from the lowest finish grade elevation facing the street which serves the dwelling, to the highest point on the roof. The Planning Committee has the authority to allow a variance for height upon proper circumstances.

Exterior colors and roofing materials shall be approved by the Planning Committee before construction and at any subsequent change. Considerations of harmony with surrounding and adjacent structures as described in Section 3 above apply.

Section 10. Occupancy. No basement or partially completed building shall be occupied prior to completion of the dwelling house, and no garage or outbuildings shall be occupied as a residence at any time. Any construction shall be completed within one (1) year of the time it was commenced, unless an extension is granted by the Planning Committee for good cause.

Section 11. Creek. No water shall be diverted or taken from any creek, stream or ditch running through or adjacent to any of the properties by any method. No existing water flow channel shall be altered.

Section 12. Utilities. All utility lines shall be underground. No overhead power or communication lines or wires shall be erected or permitted to remain on any Lot.

Section 13. Animals and Pets. No animals or fowl, domestic or wild, except for one (1) dog and/or one (1) cat will be kept

on any of the Properties, and in no event may any animals or fowl be raised, bred or maintained for any commercial purposes. All dogs and cats must be spayed or neutered before they shall be allowed on the Properties. Any dog or cat permitted hereunder shall be kept within the Lot of its owner unless leashed and under the immediate control of its owner. Such animals shall not be permitted to become a nuisance or annoyance to the neighborhood. The natural and prior rights of wild and game animals and birds is recognized, and such animals and birds shall not be hunted, molested, or otherwise harmed on the Properties. Protection hereunder shall not extend to rodents. The restrictions of this Section do not apply to house pets maintained exclusively indoors.

Section 14. Vehicles. No trailer, trailer house, motor home, truck or tractor in excess of 10,000 pounds GVW, or any inoperative or unsightly vehicle, shall be parked or permitted to remain outside an approved structure on the Properties or streets. However, the Planning Committee may grant written approval to store one vehicle otherwise prohibited herein on each Lot for a period of time not to exceed eight (8) continuous months each calendar year. Approval by the Planning Committee shall not be unreasonably withheld when such storage will not be visually disruptive from the street or nearby Properties.

Section 15. Maintenance. No trash, rubbish, debris, garbage or other unsightly items shall be accumulated or

permitted to remain on any Lot. No burning of such trash, rubbish, debris, or garbage shall be permitted on any of the Properties. Nothing in this Article shall preclude trimming or legal burning of natural vegetation for reduction of fire hazard.

Section 16. Garbage. All garbage shall be stored in containers of metal, plastic, or other suitable materials which shall prevent the escape of odors, and prevent entrance by pets or wildlife. No such container shall be located where its appearance is unsightly from any road or adjacent property. Trash and trash containers shall not be placed on or adjacent to the street for longer than twenty-four (24) continuous hours.

Section 17. Water System. The water system provided for the Properties shall be used as the exclusive water system for domestic usage on the Properties. The Owner of each Lot shall pay reasonable installation and periodic charges for the use or benefit of the system.

Section 18. Nuisances. No noxious or offensive activity shall be carried on or permitted upon any of the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; nor shall the premises be used in any way or for any purpose which may endanger the health or safety of, or unreasonably disturb the residents of any Lot. The discharge of firearms is prohibited.

Section 19. Sanitary. The Owner of each Lot shall comply with all governing laws and regulations relating to water supply,

sewage disposal, air pollution, and other sanitary requirements.

Section 20. Weed Control. The Owner of each Lot shall be responsible for the control of noxious weeds and vegetation thereon. In the event he fails to provide such control, Association is authorized to enter the Lot and provide such control at the expense of the Owner of the Lot concerned. A weed control charge can be made against a specific Lot and be enforced through the lien provisions of Article IX, Section 2.

Section 21. Policy. The policy of enhancing and protecting the value, desirability and attractiveness of the Properties as a peaceful and highly desirable rural subdivision is hereby stated. To assist in protecting the natural environment and to help maintain the peaceful setting, noise and activities that create noise shall be restricted to preclude disturbance of the neighborhood, and the operation of motorcycles, off road vehicles and snowmobiles is expressly prohibited on any Lot or the Common Green.

ARTICLE IX. ENFORCEMENT

Section 1. Interested Parties. The Association or 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 or enjoin the violation, to recover damages, or both. Failure to enforce any such provision shall in

no event be deemed a waiver of the right to do so thereafter.

Section 2. Enforcement by Association. Upon notice of a violation of these covenants deemed actionable by the Board, the Association President or other officer shall send a letter to the offending Member requesting that the violation or default be cured within fifteen (15) days. If the violation is not remedied within twenty (20) days of the first written notice, the President or other officer shall send a written demand to the offending Member and state that legal proceedings may commence within twenty (20) days to compel compliance and that the Member shall be responsible for those legal costs and fees. By this Section, the Members establish an automatic procedure to initiate compliance with these covenants as a matter of standing policy, and further, acknowledge that these enforcement procedures are the desires of the Association rather than the officer who signs the letter on the Association's behalf.

Section 3. Costs of Enforcement. Should any lawsuit or other legal proceeding or action taken by the Association to mitigate or abate an Owner's violation of these covenants be instituted by the Association against an Owner for an alleged violation of one or more of the provisions of this Declaration and should the Association be wholly or partially successful in such proceeding, the offending Owner shall be obligated to pay to the Association its costs of such proceeding or action, including a reasonable attorney's fee. These costs may be enforced through

the lien provisions of Article IX, Section 2.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE X. TERM

The provisions of this Declaration shall be binding until June 1, 2002, after which time the Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members representing two-thirds (2/3) of the Lots within the jurisdiction of the Association has been recorded agreeing to terminate this Declaration.

ARTICLE XI. AMENDMENT

Section 1. Covenants. Protective covenants listed in Article VIII may be amended or modified by an instrument signed by the Members representing two-thirds (2/3) of the Lots subject to these covenants.

Section 2. Other Provisions. This Declaration (other than provisions relating to Protective Covenants, as above provided) may be amended or modified by an instrument, signed by the Members representing two-thirds (2/3) of all Lots subject to jurisdiction of the Association, which has been recorded agreeing to such amendment or modification. However, no amendment or modification hereto shall be made of a provision that requires a

greater majority for approval, or that requires the consent of specific Owners or Members, unless it has the approval of such greater majority or of such specific Owners or Members.

Lot 71

Roy Cellan

Kathy Cellan

Lot 72

~~Donald Mizner~~
Donald Mizner~~Judy Mizner~~
Judy Mizner

Lot 73

~~John H. Farren~~
Keith Moore John H. Farren~~Muriel Farren~~
Judy Moore Muriel Farren

Lot 74

~~Mike Larson~~
Mike Larson~~Laurie Larson~~
Laurie Larson

Lot 75

~~Brenda Clark~~
Kenneth Clark BRAD A. REID~~Wendy Reid~~
Wendy Reid Clark

Lot 76

~~Steve Laughrun~~
Steve Laughrun~~Judy Laughrun~~
Judy Laughrun

Lot 77

~~Joe Scheiering~~
Joe Scheiering~~Sally Loprinzi~~
Sally Loprinzi

Lot 78

~~Mike Gauthier~~
Mike Gauthier~~Carol Gauthier~~
Carol Gauthier

Lot 79

~~Edwin Kowachek~~
Edwin Kowachek~~Kasey Kowachek~~

Lot 80

~~Susan Mann~~
Susan Mann

Lot 81

~~Kenneth Staninger~~
Kenneth Staninger~~Mary Staninger~~
Mary Staninger

Lot 82

Janet Wood

Lot 83

~~Randall J. Gase~~
Sandy Noblett RANDALL J. GASE~~Janet L. Krivacek~~
Kim Grant JANET L. KRIVACEK

Lot 84

~~Charles E. Nuanes~~
Gary Morris CHARLES E. NUANES~~Morris Suzanne M. Nuan~~
Morris Suzanne M. Nuan

Lot 85

~~Susan Selbach~~
Jerry Beagley
Susan SELBACH / Charles Thompson

Patricia Beagley

Lot 86	<i>Steven W Hayes</i> Steve Hayes Steven W Hayes	Judy Barker
Lot 91	<i>Harvey Olson</i> Harvey Olson	Margaret Olson
Lot 92	Rick Stapleton	Kathy Stapleton
Lot 93	<i>Marilyn Engler</i> Marilyn Engler	
Lot 94	<i>Brian Heikkila</i> Brian Heikkila	<i>Carol Heikkila</i> Carol Heikkila
Lot 96	<i>Robert Womack</i> Robert Womack	Leslie Womack
Tract A		
Lot 97	Weymouth Symmes	Terry Symmes
Lot 98	Jean W. Wingert	
Lot 99	Dennis Elder	<i>Jannie Elder</i> Jeannie Elder
Lot 100	Zane Pilgeram Carl Long	Marsha Pilgeram Minnie Long
Lot 101	<i>Wendell Beardsley</i> Wendell Beardsley	<i>Barbara Beardsley</i> Barbara Beardsley
Lot 102	Mark Langaunet	Joan Langaunet
Lot 103	<i>Timothy Phillips</i> Timothy Phillips	<i>Marilyn Phillips</i> Marilyn Phillips
Lot 104	<i>Bernd Welsch</i> Bernd Welsch	<i>Joan Welsch</i> Joan Welsch
Lot 105	<i>Stephen Wood</i> Stephen Wood Jack McBride Jr Jack McBride	<i>Doris Wood McBride</i> Doris Wood McBride
Lot 111	James Robbins Jerry Furniss	Robbins Kelly Furniss
Lot 112	<i>Michael Stevenson</i> Michael Stevenson	<i>Michelle Stevenson</i> Michelle Stevenson

Lot 113	<u>James Waters</u> James Waters	<u>Joan Waters</u> Joan Waters
Lot 114	<u>Steve Jackson</u> Steve Jackson	<u>Pam Jackson</u> Pam Jackson
Lot 115	<u>Charles Swannack</u> Charles Swannack	<u>Kathy Swannack</u> Kathy Swannack
Lot 116	<u>David R Koerner</u> David R Koerner	<u>Sandra Koerner</u> Sandra Koerner
Lot 118	<u>Eric Skibsted</u> Eric Skibsted	<u>Betty Skibsted</u> Betty Skibsted
Lot 119, 120, 121	<u>Franklin Monroe</u> Duane Buttler Franklin Monroe	<u>Mary Jacquelyn Monroe</u> Florence Buttler Jacquelyn Monroe
Lot 120	<u>Robert Simonson</u> Robert Simonson	<u>Shirley Simonson</u> Shirley Simonson
Lot 121 , 124, 120 , 121 134		
	<u>Barbara Karmel</u> Barbara Karmel	
Lot 122	<u>Robert M. Lowry</u> Robert M. Lowry	<u>Jan Furniss</u> Jan Furniss
Lot 123	<u>Robert Schultz</u> Robert Schultz	
Lot 125, 126		
	<u>Ron Hoff</u> Ron Hoff	<u>Karen Hoff</u> Karen Hoff
Lot 127	<u>Robert Stahl</u> Robert Stahl	<u>Susan Stahl</u> Susan Stahl
Lot 128	<u>Leon Wozniak B.W.</u> Leon Wozniak	<u>Berna Wozniak</u> Berna Wozniak
Lot 129	<u>Pat Cainan</u> Pat Cainan	<u>Pam Cainan</u> Pam Cainan
Lot 132	<u>Paul Larson</u> Paul Larson	<u>Sally Larson</u> Sally Larson

Lot 133

Tim Geiszler

TIMOTHY D. GEISLER

Shelley Geiszler

Lot 135

David M. Spores

Judy Spores

Lot 136

Robert Marquardt

Lot 137, 117

Robert Perrin

Patti Perrin

lot 121

Tom Walsh

Sharon Walsh

IN WITNESS WHEREOF the Owners have amended said Delcaration and executed this instrument this 22 day of March, 1993.

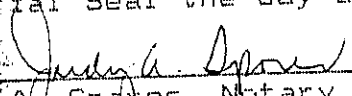
STATE OF MONTANA
COUNTY OF MISSOULA

On this 22 day of March, 1993, before me the undersigned, a Notary for the state of Montana personally appeared _____

WENDELL BEARDSLEY, BARBARA BEARDSLEY, PAT CAWAN,
Pam CAWAN, ROBERT PERRIN, PATTI PERRIN, ERIC SKIBSTED
BETTY SKIBSTED, DONALD MIZNER, TRACY MIZNER, SUE Mann,
Tim Phillips, Marilyn Phillips

known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same and that they were owners of lots within the Grantland Rankin Homeowners Association, Missoula County, Montana.

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



Judy A. Spores, Notary for the State of Montana
Residing in Missoula
My commission expires 6/1/98



IN WITNESS WHEREOF the Owners have amended said Delcaration and executed this instrument this 6 day of March, 1993.

STATE OF MONTANA
COUNTY OF MISSOULA

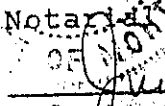
On this 6 day of March, 1993, before me the undersigned, a Notary for the state of Montana personally appeared

STEVEN W. HAYES, BERNA WOZNIAK, RON HOFF, KAREN HOFF,
EDWIN KOWACHEK, JOAN WELSCH, BERNO WELSCH,
LAURIE LARSON, ROBERT M. LOWRY, JAN FURNISS,
JAMES WATERS, JOAN WATERS, DAVID R. KOERNER, SANDRA
KOERNER, PAUL LARSON, SALLY LARSON, MICHAEL STEVENSON,
MICHELLE STEVENSON,

95 APR 13 PM 2 21

known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same, and that they were owners of lots within the Grantland Rankin Homeowners Association, Missoula County, Montana.

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


Judy A. Spores, Notary for the State of Montana
Residing in Missoula
My commission expires 6/1/93

9506542

I RECEIVED AND FILED THIS INSTRUMENT FOR RECORD ON THE 11 DAY OF APR 1995 AT 221 O'CLOCK P M AND IT IS RECORDED
IN VOL 438 OF INSTRUMENT RECORDS OF THE COUNTY OF MISSOULA, STATE OF MONTANA, ON PAGE 1453 FEE 228.00 PAID CK
RETURN TO Ge. Szles + Newcomer WITNESS MY HAND. VICKIE M. ZEIER, COUNTY RECORDER
765 W. FRONT ST. Karen Mason DEPUTY DCC DM