

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS of RIVER VIEW HEIGHTS SUBDIVISION

DECLARATION made this 15th day of May 2003, by Thompson River Lumber Company of P.O. Box 7338; Kalispell, MT 59904-0338, hereinafter called Declarant, hereby superseding the Preliminary Declaration of Conditions, Covenants and Restrictions of River View Subdivision, dated November 21st, 1996 and recorded February 4th, 1997 at Micro No. 4292.

WHEREAS Declarant is the owner of certain property located in Sanders County, Montana, which is more particularly described as River View Heights Subdivision, a platted subdivision on file and of record in the office of the Clerk and Recorder of Sanders County, Montana.

WHEREAS the Declarant desires to impose covenants, conditions and restrictions on the uses of lots in said subdivision and activities conducted thereon for the benefit of himself as present owner and for future owners thereof.

NOW THEREFORE, the Declarant does hereby declare that the property above described shall be sold and conveyed subject to the following restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. Said restrictions, covenants and conditions 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.

1. No lot shall be further subdivided without the approval of 80% of the lot owners. With the required 80% lot owner approval, a lot may be divided into tract not smaller than 10 acres upon compliance with the laws, rules and regulations of the State of Montana and Sanders County pertaining to such divisions.
2. All lots in this subdivision shall be used for single family residential purposes. Accessory building, including garages and storage buildings, which are secondary to the residential use, shall be allowed. A guesthouse may be included on the lot, but shall not be used as a rental unit. The size, color, shape and location of each improvement shall conform to the existing improvements and topography in the surrounding neighborhood.
3. No buildings shall be nearer than fifty (50) feet from the side of the lot adjoining neighbors or one hundred (100) feet from the road.
4. Residences may be of frame or log construction, modular assembly or doublewide mobile home. All houses must have a foundation and be a minimum of 1500 square feet, exclusive of garage, carport, porches, decks, or other open additions. Recreational campers or trailers may be used as a temporary residence for a maximum of nine (9) months while a primary dwelling is being constructed. Recreational campers and trailers may be parked on a lot after the permanent

residence is completed, but not for the purpose of residing therein or for occupational use.

5. Each owner shall be responsible for the costs of utility installation and maintenance thereof, including electrical power, telephone, water and sewer. All installation shall be in accordance with the state and county standards and regulations of the Montana Department of Health and Environmental Sciences and any other regulating authorities in effect on the date said system is constructed.
6. Home offices and cottage industry may be conducted in a portion of the dwelling or in accessory buildings such as offices, studios or shops, by one or more persons residing in the residence. No outside employees are allowed. The activity must be secondary to the use of the lot for residential purposes and shall not change the character or appearance of the residence or the neighborhood, or cause more noise, odors or traffic than the primary residential use.
7. The storage of supplies or equipment, machinery, machinery parts, unlicensed or disabled vehicles and the like shall be in enclosed buildings. Cars, boats, snowcats or other recreational vehicles shall be stored in a fenced area or covered garage. No inoperative automobiles, automobile bodies, motor vehicles or parts thereof may be left exposed to view from other lots.
8. Any fences constructed shall be place on property lines of the constructing lot owner, not encroaching on the neighbor's property. If a common fence is placed between lots, each lot owner shall be responsible for one-half ($\frac{1}{2}$) the cost of the fence and shall share the costs of maintenance of said common fence. In the event an owner encloses his property and there is an existing boundary fence on the adjoining property, such owner may connect his fence to the existing fence provided he pays the adjoining owner one-half of the then cost of constructing a like fence and thereafter share in fifty percent (50%) of the maintenance thereof.
9. No junk, garbage, trash, slash, debris or other waste, including animal waste or manure, shall be allowed to accumulate on any lot, and all temporary storage shall be in sanitary containers and shall be disposed of regularly and reasonable precautions shall be taken against fire hazards.
10. Landowners must control noxious weeds. Any area disturbed by construction shall be seeded to vegetation.
11. Pets are to be strictly controlled by their owners so as to prevent them from continual noise making and creating a nuisance to their neighbors and interfering with any livestock or wildlife upon the neighboring properties. No animals shall be allowed to roam at large. Large animals are allowed if property is properly fenced. No owner shall allow more livestock upon his land than the vegetation can support and no owner shall allow his land to become overgrazed or allow manure or animal waste to cause an unsightly or smelly condition.
12. No lot is to be used as a firing range.

13. All lot owners must comply with the laws and regulations of the State of Montana and Sanders County, including but not limited to fire protection, building constructions, sanitation, and public health and safety.

14. This declaration may be amended by an instrument signed by the owners of eighty percent (80) of the lots affected thereby.

The Declarant or any lot owner shall have the right to enforce by any proceeding at law or in equity all restrictions, covenants, conditions, reservations and charges now or hereafter imposed by the provisions of the Declaration. The methods of enforcement may include proceeding to enjoin the violation, to recover damages, or both. Failure by the Declarant or by any lot owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

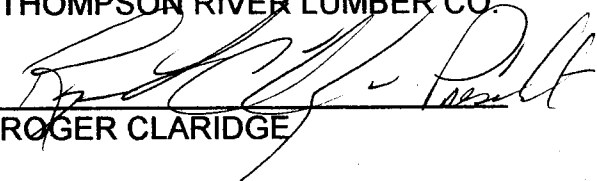
The Declarant shall have no duty to take any affirmative action to enforce any restrictive covenant, nor shall it be subject to any liability for its failure to so act.

If any person entitled to do so shall bring formal legal action to enforce any provisions of this Declaration, the prevailing party to this action shall be entitled to recover from the other party reasonable attorney's fees and the cost of the action.

Invalidation of any one or more of these covenants and restrictions by a Court of Law shall not affect the remaining provisions, which shall remain in force and effect.

Dated this 15 day of May 2003.

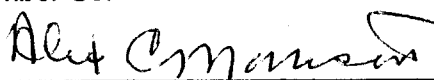
THOMPSON RIVER LUMBER CO.



ROGER CLARIDGE

STATE OF MONTANA)
 : ss.
County of Sanders)

This instrument was acknowledged before me on the 15th day of May 2003 by ROGER CLARIDGE as President of Thompson River Lumber Co.



ALEX C. MORRISON
Notary Public for the State of Montana
Residing at: Plains
My Commission expires: 3-24-03