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341 Central Ave.
Whitefish, MT 59937

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STATE OF MONTANA LINCOLN COUNTY
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TAMMY D. LAUER CLERK AND RECORDER
FEE: \$77.00 BY: *Tammy D. Lauer*
TO: MORRISON & FRAMPTON, PLLP 341 CENTRAL AVE., WHITEFISH, MONT.

**SECOND AMENDED AND RESTATED
DECLARATION OF CONDITIONS, COVENANTS
AND RESTRICTIONS
EUREKA HILLS**

This Second Amended and Restated Declaration to the Declaration of Covenants, Conditions and Restrictions for Eureka Hills ("Declaration") is made as of the 15th day of JULY, 2009, by Eureka Hill of Montana, L.L.C., a Montana limited liability company ("Declarant").

RECITALS

- A. On the 17th day of April, 2006, Eureka Hill of Montana, LLC recorded the Declaration of Covenants, Conditions and Restrictions for Eureka Hills in the records of Lincoln County, Montana, Document No. 193372.
- B. On the 15th day of September, 2006, Eureka Hill of Montana, LLC recorded the Addendum to the Declaration of Covenants, Conditions and Restrictions for Eureka Hills, in the records of Lincoln County, Montana, Document No. 197336, in order to attach the Design Guidelines to the Covenants (hereinafter collectively referred to as the "Declarations").
- C. On the 30th day of June, 2008, Eureka Hill of Montana, LLC recorded the Amended & Restated Declaration of Conditions, Covenants and Restrictions for Eureka Hills in the records of the Clerk and Recorder of Lincoln County, Montana, Book 320 Page 47.
- D. WHEREAS, the undersigned are the Owners of certain real property known as EUREKA HILLS, according to the recorded plat thereof on file and of record in the Office of the Clerk and Recorder of Lincoln County, Montana, and whereas the undersigned is desirous of amending and restating the conditions, covenants and restrictions for Eureka Hills as hereinafter set forth, each and all of which shall replace the recorded Declarations and all amendments thereto against the property and shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest and any Owners thereof;
- E. Declarant is the Owner of all Lots, except 9 (nine) within Eureka Hills; therefore, Declarant is still within its Control Period as stated in Article 14 Section 1 of the Covenants.

NOW, THEREFORE, Pursuant to Article 14 Section 14.1 of the Declaration of Covenants, Conditions and Restrictions for Eureka Hills, the Declarant does hereby amend and restate the Declarations as follows:

Eureka Hill of Mt L.L.C., being within the Control Period as stated above, hereby declares that the real property known as Eureka Hills Phase I and II, according to the plats thereof on file and of record in the Office of the Clerk and Recorder of Lincoln County, Montana, is and shall be held, transferred, sold and conveyed, subject to the conditions, covenants, and restrictions hereinafter set forth.

The conditions, covenants and restrictions, hereinafter set forth are designed to provide a uniform plan for the development of the whole of said subdivision and each and all of which shall replace the recorded Declarations and all amendments thereto against the property.

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

Eureka Hills is being subjected to these Covenants: (i) to insure the appropriate improvement and development of each Lot; (ii) to preserve, protect, and guard against the inappropriate or unsuitable; (iii) to provide safety standards for the Property, and; (iv) to manage the common properties of the development.

- I. DEFINITIONS: The terms used in this Restated Declaration and not otherwise defined shall generally be given their natural, commonly accepted definitions except as otherwise specified. Certain capitalized terms shall be defined as set forth herein.
 - A. "Articles". The Articles of Incorporation of Eureka Hills Homeowner's Association, Inc., as they may be amended from time to time.
 - B. "Association". Eureka Hills Homeowner's Association, Inc., a Montana nonprofit corporation, its successors and assigns.
 - C. "Board". The Board of Directors for the Association, as elected pursuant to the Bylaws. The body responsible for administration of the Association.
 - D. "By-Laws". The By-Laws of Eureka Hills Homeowner's Association, Inc., as they may be amended from time to time.
 - E. "Common Area". All real and personal property which the Association now or hereafter owns, leases, has easement rights to, or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners. The term may include, without limitation, roadways-right of ways, open space designated as Common Area, recreational facilities, entry features, signage, landscaped medians, lakes, streams, water courses and wetlands, as well as hiking, walking and bicycle trails that Declarant may convey to the Association on such terms and conditions as the Association may approve.
 - F. "Control Period". A period of time equal to the greater of 1) 120 days after the date by which 50 percent of the Lots, have been conveyed to third party purchasers, or (5) Five years following the recordation of this Declaration, during which the Declarant shall have certain rights as provided herein.
 - G. "Declarant" or "Developer". Eureka Hill of Montana, LLC, or any successor, or assignee thereof designated as the Declarant in a written instrument executed by the immediately-preceding Declarant.
 - H. "Lot". Any portion of the real property which is separately identified on the final plat for Eureka Hills, Phase I and Phase II, which can be conveyed, sold or transferred via a warranty deed conveying indefeasible title to that particular piece of real property.

- I. "Member". A Person entitled to membership in the Association as an Owner of a Lot or as designated on the final plat of Eureka Hill Subdivision, Phases I and II, according to that plat or map on file and of recorder with the Clerk and Recorder of Lincoln County, MT.
- J. "Owner". Collectively, one or more Persons who hold the legal or equitable title to any Lot as is designated on the final plat for Eureka Hills Subdivision, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a contract of sale, the purchaser (rather than the fee Owner) will be considered the Owner, unless the contract specifically provides otherwise.
- K. "Property". Shall mean and refer to that property contained within Eureka Hills Subdivision, Phases I and II, according to that plat or map on file with the Clerk and Recorder of Lincoln County, Montana.
- L. "'Property Review Board" or "PRB". The committee which the Declarant or Board may create, subject to provisions of the Bylaws and these Covenants, and at such time as it shall determine in its discretion, to review construction and administer and enforce architectural standards.

II. PURPOSE, USE AND ACTIVITIES:

- A. Lots are to be used for single family residential purposes only.
- B. No Lot shall be further subdivided, and only one (1) single family dwelling shall be permitted on each Lot. Each Lot may contain a maximum of three buildings, consisting of a main dwelling and two outbuildings.
- C. The building envelope is that portion of each Lot within which construction, improvements, and storage are confined except for fencing if approved, drain fields, wells, entrance structures, and maintenance.
- D. The purpose of the building envelope is to set-back building vertical improvements from neighboring properties for the protection of neighbors. It is not meant to set-back non-vertical improvements such as landscaping, wells, driveways, and/or septic systems.

The building envelope area is defined as a dimension from a Lot's property line or road right-of-way as follows:

Lots 1-32

Front: 35 feet from the road right-of-way (~65 feet from center of road)

Sides & Rear: 25 feet

Lots 33-46

Front: 100 feet from the road right-of-way (~130 feet from center of road)

Sides: 50 feet

Rear: 25 feet

Creative and/or hardship variances shall be entertained.

All Lots have utility easements therefore Owners must familiarize themselves with their locations.

- E. A guest house and all accessory buildings must meet the requirements of these guidelines and be contained within the building envelope.
- F. All structures that will generate wastewater flows requiring the installation of an independent wastewater disposal system, must receive approval from the County Health Department before improvements are commenced.

- G. An Owner, prior to or during construction, may utilize their Lot for limited on-site RV use for a period of five years from the sale of the Lot from the Developer, subject to the following conditions:
 - a. Single family use must be maintained.
 - b. In order to utilize their Lot for such RV purposes the Lot Owner must provide and procure for their Lot a well, County approved septic system, access to the proposed site and an approval letter from the PRB approving the location of the RV.
 - c. The use of pit toilets is prohibited.
 - d. Covenant or Association rules regarding nuisance protections are followed.
- H. Guests of Owners may utilize RV's for a period time no longer than 10 consecutive days.
- I. Mobile, modular, or manufactured homes are not allowed unless of prefabricated or panelized construction specifically approved by the PRB and set on a permanent foundation.
- J. Other than a home business conducted within structures, there shall be no commercial use permitted. No traffic may be generated by a home business in greater volume than would normally be associated with a residence.
- K. Activities that are offensive, annoying, or a nuisance to other Lot Owners shall not be permitted. Discharge of firearms is not permitted unless for an approved community event. No hunting.
- L. Construction of any improvement on a Lot and site work shall be completed, with debris removed regularly, within twenty months of the start of construction.
- M. Defensible space standards shall be maintained regarding vegetation and structures as per the fire-wise guidelines available at www.firewise.org.
- N. Improvements on each Lot shall be built to conform to the general aesthetics of Eureka Hills and all structures and improvements are to be approved by the PRB and kept and maintained in a good and slightly condition.
- O. If activities on any Lot should cause damage to the onsite road system, right-of-way, or drainage structures, the cost of repair of such damage shall be borne solely by the Owner of said Lot being improved.

III. ANIMALS AND PETS:

- A. No animals, livestock or poultry of any kind shall be raised, bred or kept, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs and cats residing on any Lot shall be confined to their Owner's property and must be kept under their direct control. Lot Owners must provide necessary restraints to prevent those animals from becoming an annoyance or nuisance.
- B. Horses may be allowed on certain Lots after receiving a permit for said specific use by the PRB. The use of horses shall only be allowed on private premises, approved parks, trails, & USFS property only. No horse shall be permitted to travel on the roads except by transport within a suitable trailer.

IV. REMOVAL OF WASTE, PROPERTY APPEARANCE AND UPKEEP:

- A. All structures upon the property shall be kept in good repair and appearance.
- B. All garbage shall be kept in bear proof containers and collection facilities shall be contained within a closed area screened from view except for the day of garbage pickup when a contract-hauler is hired.

- C. All Lot Owners shall be responsible for the actions of their tenants, invitees or guests.
- D. No part of the Property shall be used or maintained as a dumping ground or storage ground for rubbish, trash, garbage, old automobiles (including non-operable vehicles or parts thereof) or other waste. All rubbish, trash, garbage and other forms of waste shall be kept in sanitary containers equipped with tight fitting lids. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
- E. All Lot Owners shall be responsible for maintaining a weed maintenance program on their respective Lots to the minimum standards set forth by the Association. The Association shall maintain a weed management plan on that area of common responsibility and the Association and its assigns hereby reserves an easement to include the right to notify, enter and administer the weed management program on negligent Owner's Lots. The Association weed management program shall include those standards as are adopted by the Association board of directors on a yearly basis. Variance in methodology may be allowed in specific circumstances.
- F. After construction of a residence upon a Lot all recreational vehicles or trailers of all types shall be stored inside or under a structure when not in use. This includes ATV's, boats, trailers, RV's, campers, snowmobiles, jet skis, etc.
- G. Logging trucks or heavy hauling trucks or equipment over 6500 GVW shall not be parked or stored on any Lot or right of way of said subdivision.
- H. No vehicles or trailers shall be allowed to park on the driving surface or shoulders of the public right of ways within Eureka Hills, outside of designated areas. Special occasions may be allowed for Owner or permitted events if there are attendants for traffic control. The Association shall have the right to fine Owners responsible for said violations pursuant to "C" above and furthermore to tow vehicles that are impeding the safe passage of vehicles on the public right of ways.
- J. Displaying flags is permitted if it is hung from an angled pole bracket mounted on the side of a residence. Suspended flags such as from eave overhangs will be considered temporary commemoratives for temporary purposes that are event-specific for no longer than 30 days. Free-standing flagpoles that are visible from off one's Lot are not allowed.
- K. No private signs shall be allowed to be maintained in public purview within Eureka Hills unless specifically approved by the PRB. Realtor signs shall be limited to small generic signs stating for sale and a phone number. Signs shall not be fastened to any trees.
- L. The Association shall have the right to enter private property to enforce the covenants herein stated, enforce any rules established by the Board, after written notification, such as to manage weeds, correct and maintain drainage issues, service easements, maintain fencing, and inspect the grounds or activities. If violations are found the Association shall have the right to:
- 1). ticket to warn or fine the negligent Lot Owner per an established fee schedule established by the Board and the fines shall be a continuing lien upon the Owner's property,
 - 2). Correct the violation and charge the Lot Owner for the reasonable cost thereof, and/or maintain any action in law or equity for enforcement of the covenants. The Association shall have the right to lien the Lot Owner's property.

V. HOMEOWNERS ASSOCIATION:

- A. The Declarant covenants and agrees that he, she or they will become and remain a Member of the Association so long as the Declarant retains any interest in the Property. Furthermore, each Lot Owner, by accepting title to any Lot, becomes a member of the Eureka Hills Homeowners Association.
- B. The Eureka Hills Homeowner's Association shall be formed at a time to be designated by the Declarant, but no later than when the entire development is complete, and shall consist of the Owners of each Lot of Eureka Hills. The Owner or Owners of each Lot shall be entitled to a single vote in the Association.
- C. Each Lot Owner by accepting title to any Lot becomes a Member of the Association and binds himself, herself or themselves to abide by the By-Laws and reasonable Rules and Regulations of the Association, which may be adopted by the Board of Directors from time to time.
- D. The Board of Directors shall have authority to make reasonable annual, special and benefited assessments to the Lot Owners and such assessments shall be levied pursuant to an approved budget or vote by the Board. All assessments shall be a continuing lien upon each individual Lot and the Association may file a recorded lien upon a nonpaying Owners Lots or collect the amount of said assessment in a suit subject to the provisions stated below for enforcement of covenants. A lien upon property filed by the Board of Directors shall describe the Lot, state the amount of the assessment that has not been paid, and when it was assessed. A Lot Owner whose Lot is subject to such a lien must pay the assessment, costs for preparation of the lien and the lien release, and all recording costs before the lien is released. This lien may also be foreclosed in the manner of foreclosure for mortgages with the prevailing party entitled to attorney fees.
- E. The Developer shall not be obligated to pay any assessments on the Lots it owns. The Developer shall be obligated to the Association for any expenses the Association incurs which are not covered by the assessment of other Lot Owners; provided however, Declarant shall not be responsible for any shortage resulting from the failure of any Owner to pay assessments applicable to such Owner.
- F. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.
- G. The Association shall be the entity responsible for management, maintenance, operation and control of the area of common responsibility; primary entity responsible for compliance with and enforcement of the covenants and the entity permitted to provide for and fund such community activities and services as deemed necessary, appropriate or desired in accordance with the covenants & Bylaws. The Association shall also be responsible for preparing those statements and certificates required under Montana law. Any action, approval duty or other matter to be performed or undertaken by the Association or the Board may be delegated to any person in writing to perform some of its functions if it is in the best interests of the Owners.
- H. The Association shall retain and maintain the subdivision property line fencing and have a right to notify and enter Owner's properties if necessary for the sole purpose of maintaining said fence. If Owner desire gates in the fence line to access U.S.F.S. lands, a standard design approved by the PRB shall be made available through application showing proposed location to the PRB.
- I. A trail easement shall be reserved for the benefit of all Owners within Eureka Hills. The location of said easement shall be approximately located as indicated on the final plat Park "B" between Phase 1 & 2 of Eureka Hills. Trail easements, access, routes, delineation for easements, definition, usage and maintenance shall be under the purview of the Association and PRB.

- J. The Declarant, the Association and/or its assigns hereby reserve a construction and maintenance easement over, above and upon Lots 1 & 2 of Eureka Hills, as recorded in the records of Lincoln County, MT, for the construction, access, maintenance, deconstruction, and /or repair of any portions of the main access area signs, gates, fencing, irrigation or buildings placed at the entrance of Eureka Hills, a platted subdivision in Lincoln County, MT.
- K. The Declarant, the Association and/or their assigns hereby reserve a planting easement on the south hillside of Lot 1 of Eureka Hills, as recorded in the records of Lincoln County, MT. The easement shall be generally located on that southern tip of the Lot, across from the homeowners' Park "A" and northward; facing west and northwest; and more specifically located on that hillside which is south of that existing ravine located on the Lot and above the elevation of the roadway known as Hillandale Trail. The purpose of the easement shall be for the Association to maintain plants and flowers thereon. The easement area shall be maintained by the Association and all plants planted thereon shall be in accordance with the Plant List attached hereto as Appendix "A". The easement shall benefit the Association, its Members, and all Lots within Eureka Hills Phase I and II and burden Lot I of Eureka Hills Phase I.

VI. WATER UTILITY SYSTEM:

Individual wells for each Lot will be constructed and maintained by each individual Lot Owner. Each Owner shall be responsible for filing a valid, "Notice of Completion of Ground Water Development", water use form with the State prior to the construction or placement of improvements on said Lot.

VII. SEPTIC UTILITY SYSTEM:

Individual Septic systems for each Lot will be constructed and maintained by each individual Lot Owner. Each Owner shall be responsible for securing a valid sewage disposal system permit from the Lincoln County Health Department prior to the construction or placement of any improvements on said Lot.

VIII. COMMON AREAS AND ROAD SYSTEMS:

Every Lot is responsible for its pro-rata share of maintenance and repair to the common shared elements such as the common/parkland maintenance, and repair and snow removal from the internal shared road system, maintenance of drainage swales and easements and drainage structures, community structures, the pond, the entry, any liability insurance for the common properties, the trails and for portions of the external subdivision roads not maintained by the County or State (see filed road users agreement). Costs will be assessed through homeowners dues governed and set by the Association.

Road Paving (including 30' up each driveway) will be planned, bided and assessed in five years from the filing of these covenants. If it is considered that paving is not in the best interest of the homeowners, a vote can be called. When the vote is called, 60% of the homeowners must vote against paving in order to postpone it. If the roads are not paved at that time, a proposal and assessment to pave will be acquired in 10 years from the filing of these covenants. The same procedure shall be followed.

Individual driveways shall be constructed and maintained by each individual Lot Owner.

Where construction and development will obstruct natural drainage patterns or drainage structures, surface run-off should be carefully redirected to existing or new swales designed to look natural. Swales may be required above new cut and/or fill slopes to protect them from erosion.

IX. DRAINAGE.

Owners may not divert additional drainage directly onto neighboring Lots. Drywells or other suitable retention chambers should be utilized for additional drainage. The Association shall maintain drainage swells, ditches and other naturally occurring waterway conveyances and each Owner hereby grants an easement to the Association, over upon and through the Owner's property, for said purposes and the right to maintain the same.

X. AMENDMENT / TERMINATION.

- A. Declarant shall have the right to execute, file and record any amendment to this Declaration and such other documents as required to accomplish such amendment during its Control Period. The Lot Owners, Association, lienholders, mortgagees and all others acquiring any interest or lien on the Lots or Common Elements shall be bound by the foregoing rights of the Declarant to amend the Declaration (and Bylaws if required) and their consent is implied to such amendments by the acceptance or acquisition of any interest or lien in the Lots or Common Elements. Developer is appointed the Lot Owners' and lienholders' agent and attorney in fact to execute and record such amendments. These provisions shall be deemed a covenant running with the Lots and Common Elements.
- B. Unless terminated as provided below, this declaration shall have perpetual duration. Unless otherwise provided by Montana law, in which case such law shall control, this declaration shall not be terminated within 20 years of the date of recording without the consent of all Owners. These covenants may be altered or amended by either the written consent of the Owners of at least two thirds (2/3) of the Lots (by number) or the Owners of Lots subject to this declaration or by the 2/3's vote of the Board of Directors of the Association. If the Board votes to amend this declaration all the Lot Owners, subject to this declaration, shall be sent notice of any/all amendments and the Lot Owners shall have 20 days from the sending of said notice to object to the amendments. If less than 1/3 of the Lot Owners object to the proposed amendments the amendments shall be deemed approved and the Association shall cause to be recorded with Office of the County Clerk and Recorder of Lincoln County, Montana, an amendment to this declaration stating all proposed amendments and the recorded amendment shall contain a statement by the secretary of the Association that the amendments were approved in the aforesaid manner and 1/3 of the Lots Owners failed to object. The recorded amendment shall also contain the signature of the Association President whom shall sign on behalf of the Association. Eureka Hills Homeowner's Association shall be entitled to enforce these regulations as if it was a Lot Owner and be, upon prevailing, entitled to attorney fees. Any amendment is to be deemed effective thirty (30) days after recording or filing.

XI. GENERAL PROVISIONS:

- A. These covenants are to run with the land, and shall be binding on all parties, and all persons claiming under them, for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by 2/3 (two-thirds) of the Owners of the Lots has been recorded agreeing to change said covenants in whole or in part.
- B. The Declarant and/or the Association shall have the right to prevent or stop violation of any of the said restrictions by the institution of fines as established by the Board, which said fines shall be continuing lien upon the nonconforming Lot, an injunction or other any other lawful procedure, in law or in equity, against the person or persons violating or threatening to violate these restrictive covenants. *It is expressly understood* by any persons purchasing a Lot that, if an action is successfully brought against him for a

violation of these covenants, that reasonable attorney's fee shall be assessed against him in addition to any other damages.

C. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

D. The Declarant and Developer hereby reserve the right to assign, in whole or in part, those rights and interests provided herein.

XII. PROPERTY REVIEW BOARD

The PRB will administer and enforce these guidelines. The PRB will be a functionary of the Homeowners Association. The purpose of the PRB is to evaluate the design of a proposed structure or improvement by itself and also within its environment and neighborhood settings. Until such time as the Control Period has been extinguished and the Developer transfers management responsibility to the Eureka Hills Homeowners Association (EHHA), the Developer shall act as the PRB.

After expiration of the Control Period and transfer of management duties to EHHA the PRB shall consist of 3 (three) members appointed by the Board.

A worthy variance from the literal translation of these guidelines will be considered objectively by the PRB. Otherwise, the PRB will maintain a consistent application of the intent of the guidelines on an equitable and uniform basis.

XIII. REVIEWS AND STANDARDS

Owners are to submit proposed site layout & building plans, with exterior color and finishes information for approval; and their Builder's license information form to the PRB for approval prior to constructing any improvements on their Lot. For the benefit of Owners, the PRB advises a preliminary review of concepts in advance, and the staking of designed structures. Upon receipt of a formal written submittal, the PRB shall have 30 days to approve, conditionally approve or deny a written submittal. If the PRB fails to respond to the submitting Owner within the time period provided above the formal written submittal shall be deemed approved.

The design character should be such that it complements the natural surroundings. Any building material, color, or design structure that clashes with its surroundings shall be strongly scrutinized. The design character should be considered uniformly from all sides, not just the front or rear elevations.

Any size residence is allowed provided the design would not result in a residence which would be out of character. Impacts on neighbors shall be scrutinized and shall be expressed for instance if structures have a ground-floor-level square footage in excess of 4000 square feet, if a structure is over 35 feet tall from the average ground around it, or if a structure has a long predominantly flat wall in excess of 60 feet in length.

Emphasis on muted colors that blend with or compliment the landscape is essential.

Attached garages, or detached garages or shops within 15 feet of a dwelling, shall receive minimum fire-rated interior coverage of 5/8" type-X drywall above floor level.

The natural terrain and environment is to be maintained. Cut and fill slopes shall be re-vegetated. Owners building

on sloped ground over 30 degrees shall employ a geotechnical engineer and an architect or structural engineer to approve plans.

All utility feeds, fuel lines & tanks shall be installed underground; or tanks must be screened from public purview and provided proper ventilation.

All exterior lighting must provide for significant shielding to ensure that light sources and lamps are not visible from other Lots, roads, community property, or off-site; no bare lamps will be permitted.

Approved fencing is to be naturally stained; and must not exceed a maximum of 4.5 feet in height.

Owners shall refer to the current July 1993 Fire Protection Guidelines for Wildland Residential Interface standards for Lot access, building material classifications, emergency vehicular turnaround space, and fire suppression standards.

Lots shall have address numbers visible from the road, either at the driveway approach or on the house, to facilitate identification for emergency service personnel.

The PRB's decision may be appealed by an Owner to the Board. The Board may overrule and overturn a PRB decision by a majority vote.

If improvements are found by the PRB to be in non-compliance with the written submittal and approval the PRB shall have the right to stop construction and/or fine the Lot Owner per day until the necessary changes are made or approvals are obtained. Any all fines shall be a continuing lien on the Lot.

The Declarant is available to facilitate architecture or building upon request.

The PRB or Association retains the right to reasonably charge for reviews.

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"Declarant"

Eureka Hill of Montana, LLC

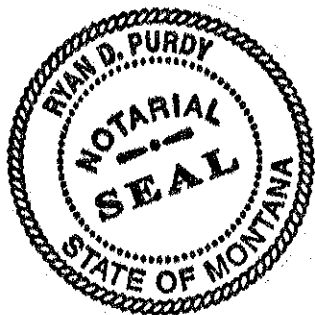
By: Bart S. Culbertson
Bart Culbertson (Manager)

Date 10 JUL '09

STATE OF MONTANA; COUNTY OF LINCOLN

On this 10 day of July, 2009, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared BART CULBERTSON, as manager of Eureka Hill of Montana, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notaries Seal the day and year last above written.



Ryan D. Purdy
Printed Name: _____
Notary Public for the State of Montana
Residing at: Whitefish, MT
My Commission Expires: 5/01/2012