

DECLARATION RE GRASSHOPPER CREEK ESTATES SUBDIVISION and GRASSHOPPER CREEK ESTATES HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION is made this 4th day of March, 1992, by Larry S. Evans (hereinafter called the "Developer");

WITNESSETH:

WHEREAS, Developer owns all of the property known as Grasshopper Creek Estates Subdivision as shown on that certain plat of survey recorded in Plat Book NA at pages NA through NA and Plat Book NA at pages NA through NA, Beaverhead County, Montana Records (The "Subject Property"); and Reception # 210758, Filed March 4, 1992 at 12:00 P.M.

WHEREAS, Developer desires to provide for the benefit of all of the residents of those portions of the Subjected Property, a Common Area (as hereinafter defined); and

WHEREAS, Developer deems it desirable to create the Association (as hereinafter defined) to own, maintain and administer the Common Area in accordance with the Covenants and Restrictions as hereinafter provided and to insure the enjoyment of such Common Area by such residents; and

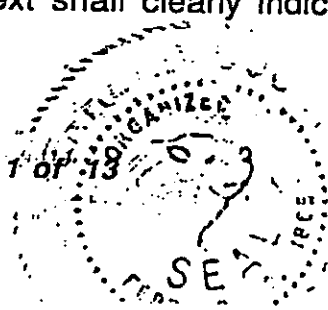
WHEREAS, Developer intends that every Owner (as hereinafter defined) of a Residential Unit (as hereinafter defined) which is made subject to this Declaration does automatically and by reason of such ownership, and by reason of this Declaration, become a member of the Association and subject to its valid rules and regulations and subject to the assessment by the Association pursuant hereto;

NOW THEREFORE, the Developer declares that the properties which are made subject to this Declaration are and shall be held, transferred, sold, conveyed and occupied subject to the Covenants and Restrictions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such property. Such Covenants and Restrictions are and shall be binding on all parties having and acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions. The following terms when used in this Declaration of Covenants (unless the Context shall clearly indicate to the contrary, shall have the following meaning:

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STATE OF MONTANA - COUNTY OF BEAVERHEAD - SS
Recorded on the 4th day of March
A.D. 1992 at 12:02
M. Book 265 Page 339-356
By [Signature]

210760

INDEXED

- (a) "Association" shall mean and refer to Grasshopper Creek Estates Homeowners Association, Inc., a nonprofit corporation organized and existing under the laws of the State of Montana.
- (b) "Covenants and Restrictions" shall mean and refer to all covenants, restrictions, easements and charges and liens set forth in this Declaration.
- (c) "Developer" shall mean Larry S. Evans or Larry S. Evans Inc.
- (d) "Development Documents" shall mean and refer to the Articles of Incorporation and By-Laws of the Association.
- (e) "Manager" shall mean and refer to any person with whom the Association contracts for the administration and operation of the Common Area.
- (f) "Owner" shall mean and refer to any Person (as hereinafter defined) who is or shall be a record owner by purchase, transfer, assignment of foreclosure of a fee or undivided fee interest in a Residential Unit (as hereinafter defined) in a portion of the Restricted Property (as hereinafter defined); provided, however, that any Person who holds such interest merely as security for the performance of an obligation shall not be an Owner.
- (g) "Person" shall mean and refer to any natural person, corporation partnership, limited partnership, joint venture association or any other such entity.
- (h) "Common Area" shall mean and refer to the property described in the final subdivision plat as roads, right of ways for roads and easements for passage.
- (i) "Restricted Property" shall mean and refer to all real property as set forth in Article 2 of this Declaration and any additional real property added to the jurisdiction of the Association pursuant to Article 2, Section 2 of this Declaration.
- (j) "Residential Units" shall mean and refer to each single family detached house and/or each single lot of subdivided property intended for a single family detached house or any other equivalent form of residential building.

ARTICLE 2

Property Subject to Declaration; Effect Thereof.

Section 1. Property Hereby Subjected to This Declaration.

This Declaration is hereby imposed upon the following described real property

and the Developer hereby subjects the following described property in this Declaration, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to this Declaration:

All those tracts or parcels of land lying and being in Section 17, Township 5 South, Range 12 West, M.P.M. of Beaverhead County, Montana, and being Lot 1 through Lot 22 of Grasshopper Creek Estates Subdivision, and the area designated "Common Area", all as per plat of survey recorded in Plat Book NA * at pages NA through NA, Beaverhead County, Montana records. Also included within the provisions and rules of this document are those tracts described in Certificate of Survey _____, official records of Beaverhead County Montana.

Parcel A/COS 737. Parcel B/COS 738

Section 2. All Restricted Property Bears the Burden, and Enjoys the Benefits, of This Declaration.

Every person who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in any portion of the Restricted Property or later added Restricted Property does agree and shall be deemed by reason of taking such record title to agree to all of the terms and provisions of this Declaration.

ARTICLE 3

The Community Association; Automatic Membership and Voting Rights Therein.

Section 1. The Association.

The Developer has caused to be formed and incorporated under the laws of the State of Montana and there does now exist Grasshopper Creek Estates Homeowners Association, Inc., a nonprofit Montana Corporation.

Section 2. Membership.

Every person who is an Owner is and shall be a member of the Association; provided, however, that any Person who owns such interest merely as security for the performance of an obligation shall not be a member of the Association.

Section 3. Classes of Membership; Voting Rights.

The Association shall have two classes of membership; Class A and Class B.

(a) *Class A.* Class A members shall be those persons holding an interest required for membership as specified in Section 2 of this Article 3 with the exception of the Developer. Class A membership shall be a nonvoting membership except on such matters and in such events as hereinafter specified. Class A members shall be

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* Reception # 210758, Filed March 4, 1992 at 12:00 P.M.

entitled to full voting privileges:

(i) At such time as the Class B members shall so designate by notice in writing delivered to the Association, or

(ii) On the 1st day of June, 1993, whichever shall first occur.

Before the earlier of these events, the Class A members shall be entitled to vote only on:

(i) Any proposal or change of method of calculating the maximum amount of the annual assessment delivered by the Association;

(ii) Any proposal that is a special assessment levied by the Association, except as otherwise specifically herein provided;

(iii) Any proposal not to repair or reconstruct any damage or destruction to the Common Property and the facilities thereon;

(iv) Any proposal to dedicate, transfer or sell all or any part of the Common Property;

(v) Any proposal of merger, consolidation or dissolution;

(vi) Any proposal to amend this Declaration of the Articles of Incorporation of the Association; and

(vii) Any other matter for which it is herein specifically provided that approval of all classes of membership is required.

When entitled to vote, Class A members shall be entitled to one vote for each Residential Unit in which they hold any interest required for membership under Section 2 of this Article 3. When more than one person holds an interest or interest in a Residential Unit, the vote for such Residential Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Residential Unit. In the event of disagreement among such persons, and an attempt by two or more persons to cast a vote for such Residential Unit, such vote with respect to such Residential Unit shall not be counted.

(b) *Class B.* The Developer shall be the sole Class B member. Class B membership shall be full voting membership, and, during its existence, the Class B member shall be entitled to vote on all matters and all events. The Class B member shall be entitled to one vote for each Residential Unit in which it holds any interest. At such time as the Class A members shall be entitled to full voting privileges, the Class B

membership shall automatically terminate and cease to exist, in which event each Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership in Section 2 of this Article 3. From and after the date on which the Class B membership shall terminate in accordance with this Article 3 and cease to exist, such membership shall not be revived or restated.

Section 4. Suspension of Membership Rights.

The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such members' obligations to pay assessments past due or coming due during the period of suspension and shall not affect the permanent charge and lien on the members' property in favor of the Association.

Section 5. Meetings of the Membership.

All matters concerning meetings of the members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to members of the quorum and percentage vote required for the transaction of business of any meetings, shall be specified in the By-Laws of the Association as amended from time to time or by law.

ARTICLE 4

Section 1. The Common Property; Member Rights in the Common Property.

The Developer hereby covenants with the Association to convey the Common Area to the Association on or prior to the 1st day of June, 1993.

Section 2. Members Easements of Enjoyment.

Subject to the provisions contained in (a) through (h) of this Section, every member of the Association shall have a right in the easement of enjoyment in and to the Common Area including, but not limited to, the nonexclusive right of ingress and egress.

Every member of the Association shall have the right to extend the rights and easements of enjoyment vested in him under this Article 4 to each of his tenants and to each member of his family who resides with him on Restricted Property and to other persons as may be permitted by the Association's Board of Directors.

ARTICLE 5

Assessment

Section 1. Creation of the Lien or Personal Obligations for Assessments.

Each Class A member, by acceptance of a deed or other conveyance for any Residential Unit in the Restricted Property, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agreed to pay the Association:

(a) Annual assessments and charges and

(b) Special assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interests thereon and cost of collection thereof as hereinafter provided shall be a charge on the land, shall be a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who is the record owner of the property at the time the assessment fell due.

Section 2. Purpose of Assessment.

The assessments levied under this Article 5 shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members and their tenants and, in particular, for the servicing, improvements and maintenance of the Common Area and facilities related thereto devoted to such purposes and related to the use and enjoyment of the Common Area, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Such portion of the annual assessments levied by the Association under this Article 5 as may be necessary for such purposes shall be devoted to promoting the recreation, health, safety and welfare of the members and their tenants and establishing and maintaining reserves for the maintenance, repair, replacement and operation of the Common Area. At the time of the creation of this association the common area consists of the roads and roadways within the subdivision and the assessments shall be used for the upkeep and maintenance of said roads and roadways.

Section 3. Basis and Maximums of Annual Assessments.

Until such time as the Class A member shall be entitled to full voting privileges in accordance with Article 3 of this Declaration:

(a) The maximum initial annual assessment of Class A members shall

be Fifty dollars (\$50.00) per residential unit payable to the Association, and

(b) The Class B members shall pay whatever amount, if any, in excess of the Class A members; assessment as, in the sole opinion of the Class B member, may be necessary to maintain and manage (and only to maintain and manage, including the payment of ad valorem taxes) the Common Area.

From and after such time as the Class A member shall be entitled to full voting privileges and in accordance with Article 3 of this Declaration, the annual assessment shall be determined by the Board of Directors of the Association without regard to the maximum annual assessment imposed prior to such time and shall be paid by all the members; provided, however, that any assessment after the initial assessment set by the Board of the Association shall not be increased (or decreased) in any one year by an amount in excess of one hundred percent (100%) of the assessment for the year immediately prior to the year for which the increase (or decrease) is to be effective. The Board of Directors of the Association shall set the annual assessment at less than the maximum allowed pursuant to this Section.

Section 4. Special Assessments.

Upon the affirmative vote of the holders of fifty percent (50%) or more of the vote of those then entitled to vote of all classes of membership of the Association, the Association may levy and collect a specific special assessment so authorized for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of a capital improvement upon the Common Area, including any necessary fixtures or personal property related thereto; or for the purpose of increasing the annual assessment by an amount in excess of what is authorized by Section 3 of this Article.

Section 5. Equality of Assessment among Residential Units.

No Residential Unit within the Restricted Property shall bear a higher assessment than any other Residential Unit within the Restricted Property except that, until such time as the Class A members shall be entitled to full voting privilege in accordance with Article 3 of this Declaration, the Class B members may bear a greater or lesser assessment burden than Class A member while the Class B member may be subsidizing the Association with this obligation pursuant to Section 3 of this Article.

Section 6. Date of Commencement of Annual Assessments; Due Dates.

(a) The Association's Board of Directors shall send written notice of the annual assessment and the amount of such assessment to every member subject thereto at least thirty (30) days in advance of each annual assessment. Unless otherwise provided by the Association's Board of Directors, the entire amount of the annual assessment for each Residential Unit shall become due and payable to the

Association on the 1st day of October of each year and shall be paid to the Association without further notice from the Association; provided however that in the event the Board of Directors shall fail to send written notice of the annual assessment to members at least thirty (30) days prior to the annual assessment period the payment for the annual assessment shall not be due until thirty (30) days after such notice is given; the failure to notify thirty (30) days prior to the annual assessment period shall not however reduce the amount of the assessment due and payable.

The annual assessment shall be established on a calendar year basis and shall commence as to each member when he become a member pursuant to Section 2 of Article 3.

The first annual assessment payable to the Association with respect to a Residential Unit shall be adjusted according to the number of days remaining in the calendar year following the date a member becomes a member.

(b) The Association shall, upon demand at any time, furnish to any member liable for any assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Board of Directors may be made for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effective Nonpayment of Assessment: The Personal Obligation; the Lien; Remedies of the Association.

(a) If an assessment is not paid on or before the date when due then such assessment shall become delinquent and shall, together with such interest thereon and the cost of the collection thereof if hereinafter, thereupon become a continuing lien on the delinquent members' property which shall bind such property in the hands of the then owner, his heirs, designees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then owner to pay such assessments shall remain his personal obligation and shall also pass to his successors in title. Such owners shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer; and such owner and such successors in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such owners and successors in title creating any indemnification of the owner or any relationship of principal and surety as between themselves.

(b) If an assessment is not paid within thirty (30) days after the due date, such assessment shall bear interest from the date of the delinquency at the lesser of the highest rate permitted by law or twelve percent (12%) per annum, and the Association may bring legal action against the owner personally obligated to pay the

same or foreclose its lien against such owner's property in which event, interest, costs and attorney's fees shall be added to the amount of such assessment as may then be due. Each owner by acceptance of a deed or other conveyance of his or her property, invests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and to foreclose the aforesaid lien in an appropriate proceeding at law or equity. The lien provided for in this Article 5 shall be in favor of the Association and shall be for the benefit of all other members. The Association acting on behalf of the other members shall have the power to bid in the owners' property at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No member may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area. The Association shall not waive any liens or rights it may have against any member or such members Residential Unit without the approval of holders of sixty-five percent (65%) or more of the vote of those then entitled to vote all classes of membership.

(c) If the assessment is not paid within sixty (60) days after the due date, the Association may also suspend the membership rights of the delinquent member, including the right to vote, the right of enjoyment in and to the Common Area and facilities and the right to receive and enjoy such servicing and other benefits as may then be provided by the Association. Any such suspension shall not affect such members obligation to pay assessments, due during the period of such suspension and shall not effect the permanent charge and lien on such members property in favor of the Association.

Section 8. Subordination of Charges and Liens to Mortgages.

(a) The liens and permanent charges of all assessments and charges authorized herein (annual, special or otherwise) with respect to any restrictive property is hereby made subordinate to the lien of any first mortgage placed on such property if, but only if, all assessments and charges with respect to such property authorized herein having a due date on or prior to the date of the mortgage as filed of record have been paid. The liens and permanent charges hereby subordinated are only such liens or charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgage property pursuant to any proceeding in lieu of foreclosure or the sale of transfer of the mortgage property pursuant to any proceeding in lieu of foreclosure or the sale of transfer of the mortgage property pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the owner of the mortgage property of his personal obligation to pay all assessments and charges coming due at any time when he is the owner of such property; shall not relieve such property from the liens and permanent charges provided for herein (except to the extent a subordinated lien or permanent charge is extinguished as a

result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale under power); and no person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous owner of such property of any personal obligation or relieve such property or the then owner of such property from liability for any assessment or charges authorized hereunder which become due after such sale and transfer.

ARTICLE 6

Administration

Section 1. Responsibility for Administration.

The administration of the Association, the maintenance, repair and operation of the Common Area shall be the responsibility of the Association.

Section 2. Management and Maintenance Agreement.

The Association may enter into such management and maintenance agreements as are necessary or desirable for the administration and maintenance of the Common Area. In the event the Association shall determine to place improvements on the Common Area pursuant to this Declaration and enters into a management agreement for the operation of such facilities and improvements, the manager of the Common Area shall exercise all the powers and shall be responsible for the performance of all the duties of the Association, except those powers and duties specifically and exclusively assigned to the officers directly from members of the Association by this Declaration. Any management agreement which is to be entered into, after approval by a majority of the Board of Directors, shall provide for the compensation to be paid, the term thereof, which shall not exceed one year, in the manner in which and the terms upon which such agreement may be terminated, which shall include the right of termination ten (10) days after fifty percent (50%) of the members then entitled to vote, affirmatively vote to so terminate such contract at any time after the Class A members are entitled to the full voting privileges in accordance with Article 3.

Section 3. Limitations of Liability; Indemnification.

Notwithstanding the duties of the Association to maintain and operate the Common Area, the Association shall not be liable for injury or damage caused by the latent condition of the Common Area nor for injury caused by the elements, members or other persons; nor shall any officer or director of the Association be liable to any person for injury or damage by such officer or director in performance of the duties hereunder unless due to willful misfeasance or malfeasance or gross negligence of such officer or director. Each officer and director of the Association shall be

indemnified by the members against all expenses and liabilities, including attorney's fees, reasonable incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or director of the Association, and any settlement, whether or not he is an officer or director of the Association at the time such expenses and liabilities are incurred, except in such cases where the officer and director are adjudged guilty of willful misfeasance or malfeasance or gross negligence in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors and the Association approves of such settlement and reimbursement as being for and in the best interest of the Association.

ARTICLE 7

Insurance and Casualty Losses

Section 1. Insurance.

The Board of Directors of the Association or its duly authorized agent shall have the authority to obtain insurance for all improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, in amounts sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard and may also obtain a public liability policy covering the Recreation Area and all damage or injury caused by negligence of the Association or any of its agents. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and all such policies shall be written by a company licensed to do business in the State of Montana, and any policy shall be for the benefit of the Association and its mortgagees, if any, as their interest may appear.

ARTICLE 8

General Provisions

Section 1. Effect.

The Covenants and Restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association or the owners of any of the Restricted Property, their respective legal representatives, as successors and assigns.

Section 2. Notices.

Any notice required or permitted to be sent to any member pursuant to any provision of this Declaration may be served by depositing such notice in the mails,

postage prepaid, addressed to the member or owner to whom it is intended at his last known place of residence, or to such other address as may be furnished to the secretary of the Association, and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 3. Severability.

Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not effect any other provision or the application of any provision which can be given effect without the invalid revision or application, and to this end, the provisions of this Declaration are declared to be severable.

Section 4. Amendment.

The Covenants and Restrictions of this Declaration may be amended at any time by an instrument signed by members of the Association then entitled to cast at least sixty-five percent (65%) of the votes of each class of members of the Association provided, however, that any such amendment of these Covenants and Restrictions must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to the Restricted Property and any covenants affecting the Restricted Property recorded in Beaverhead County, Montana Records, and shall not become effective until the instrument evidencing such change has been duly filed for record in the Office of the Clerk and Beaverhead County, Montana, and unless written notice of the proposed amendment is sent to every member at least thirty (30) days in advance of any action taken. Every purchaser or grantee of any interest in the Restricted Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be amended as provided herein.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized officers and the appropriate corporate seals affixed hereto, the day and year first above written.

Grasshopper Creek Estates Homeowners
Association Inc.

By: _____

Its: President

Larry S. Evans
Larry S. Evans
Developer

State of Montana
County of Beaverhead

On the 4th day of March, 1992 before the undersigned notary public personally appeared Larry S. Evans the developer of Grasshopper Creek Estates Subdivision and the Incorporator and President of Grasshopper Creek Estates Homeowners Association, Inc. and executed this Declaration re Grasshopper Creek Estates Subdivision and Grasshopper Creek Estates Homeowners Association, Inc.

W. Catron
Notary Public for the State of Montana
Residing at Dillon, Montana
My commission expires Aug 70, 1993



GRASSHOPPER CREEK ESTATES SUBDIVISION
PROTECTIVE COVENANTS

It is understood and agreed that this conveyance is made and accepted and the realty is hereby granted, on and subject to the following covenants, restrictions, and reservations (in addition to any hereinabove or hereinafter mentioned), which covenants, conditions, restrictions, and reservations shall apply to and run with the conveyed land; all successive future owners and occupants have the same right to invoke and enforce the covenants, conditions, restrictions, and reservations applicable to this conveyance as the original parties hereto.

1. The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property and to maintain the desired tone of the community, and thereby to secure each site owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of his or her site than is necessary to insure the same advantages to the other site owners.

2. Should any mortgage, deed of trust or contract for sale be foreclosed or other transfer by judicial process occur on the property to which this instrument refers, then the title acquired by such foreclosure or transfer, and the person or persons who thereby and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions, conditions, and covenants set forth in this instrument.

3. All tracts in this subdivision shall be known as rural residential tracts. Houses shall be of new construction in accordance with modern construction practices that do not detract from the appearance of that property or adjacent property. Mobile homes are not permitted. Trailers may be temporarily placed or parked on said tract for periods of time not exceeding three (3) months. Trailers for purposes of this paragraph means recreational vehicles and not mobile homes. Except on twenty (20) acre parcels, homes, septic systems and wells must be constructed in the designated spots shown on the plat for each individual lot. Each residence must have not less than 800 square feet of floor space on the main floor measured from the exterior walls. Exterior construction must be completed within one year after commencement of work.

4. Any out buildings shall be of new construction in accordance with modern construction practices that do not detract from the appearance of that property or adjacent property.

5. When any building shall be constructed on any platted lot, the owner of that lot on which such building is constructed shall cause such land to be seeded and

suitably planted with grass and or decorative shrubs, excepting, however, such part of the area as shall be constructed as and used for driveways and parking space.

6. All lots, residences and premises shall be at all times kept clean, sightly and in a wholesome condition. No trash, litter or junk shall be permitted to remain exposed upon the premises. Any livestock kept on any tract of property either temporary or permanently shall be fenced in and shall be properly maintained and fed in such a manner as to not create an offensive condition to any of the neighbors. Animals permissible are cows, horses, llamas and mules.

7. No commercial business or trade shall be carried on upon these tracts nor shall anything be done thereon which shall become an annoyance or nuisance in the neighborhood. This is intended to prevent the conduct of commercial businesses, both wholesale and retail, and mechanical or commercial animal operations that would be a nuisance to the neighbors. No building or structure of any kind whatsoever other than a single dwelling house and supporting outbuildings shall be erected on the property, and any such dwelling house shall be used for residential purposes only.

8. No outside toilets or privies shall be permitted on any tract on this subdivision. All toilet facilities must be a part of their residence and shall be of a modern flush type connected with proper septic tank system satisfying all state and local code requirements at the time of subdivision plat recording.

9. Sanitary sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the Board of Health and Environmental Sciences of the State of Montana and the Sanitarian of Beaverhead County.

10. No sewage, wastewater, trash, garbage or other debree shall be permitted to drain into any body of water in or adjacent to the subdivision.

11. The restrictions set forth in this instrument shall operate as covenants running with the land for the benefit of any and all persons who now may own, or who may hereafter own, property in Grasshopper Creek Estates, and such persons are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them from any violation of such restrictions.

12. These covenants shall not be repealed or amended without written consent of the majority of landowners and without prior written consent of the Beaverhead County Board of Commissioners. The Board of County Commissioners may enforce the provisions of the covenants if the property owners fail to do so and the County may assess the cost of enforcement to the offending property owner.

13. No lot or twenty acre parcel shall be further subdivided or reduced in size from the lots shown on the official recorded final plat.
14. Invalidation of any of these restrictive covenants or any provision thereof shall not affect any of the other restrictive covenants or provisions hereof all of which remain in full force and effect.
15. Not more than one cabin or home shall be constructed on each lot.
16. Each lot owner shall be responsible for the cost of furnishing electricity to his property, and each home must be furnished with electricity before it can be occupied. All power lines, telephone lines and cables on all properties inside the subdivision shall be installed underground.
17. Each property owner will be responsible for its own water supply.
18. In any litigation to enforce these covenants and restrictions, the successful party shall be entitled to recover reasonable costs and expenses, including attorney fees, from the unsuccessful party.
19. Adjacent landowners to the Grasshopper Creek Estates subdivision shall have the right to enforce these covenants as they now exist or as subsequently modified by a request through the homeowners Association, or through a direct proceeding against any person or persons violating such restrictions. Adjacent landowners have no right to participate in management of the subdivision or to vote on any matter brought before the subdivision owners or homeowners association.
20. No homeowner , occupant, or their guests shall have any rights to trespass on property outside the subdivision boundaries for any reason without first obtaining permission from that landowner for such trespass.
21. Refuse and garbage hauling is the responsibility of the individual homeowners until such time as homeowners are notified in writing that there will be garbage collection or that a collection box has been established by the County.
22. A homeowners association has been formed to manage the common areas of the subdivision. Every owner of a lot in the subdivision is subject to the rules, regulations, authority and assessments of the homeowners association and is a member in the homeowners association.
23. A declaration regarding common areas and membership in the homeowners association has been prepared for recording with the Clerk and Recorder of Beaverhead County, Montana and upon recording each lot in the subdivision shall be subject to the terms and conditions of the Declaration.

24. This subdivision is located in a active agricultural and forest management area and is therefore subject to noise, dust, smoke, and odors resulting from traditional agricultural and forestry practices, and as such, these normal and usual agricultural and forestry practices, when performed in accordance with state and federal law, shall not be considered as public nuisances.
25. All dogs shall be confined to the owners' property by appropriate fenced enclosures or other restraints.
26. The discharge of firearms within the bounds of the subdivision is prohibited.
27. No activities shall be permitted in the subdivision which would result in the harassment of area wildlife or domestic livestock.
28. The riparian corridor of Grasshopper Creek as designated on the face of the plat shall not be developed or disturbed except for the development of pedestrian paths. Fencing within the corridor shall not be permitted.
29. All owners of parcels within the subdivision do by accepting a deed to said parcels waive and relinquish any and all rights to protest the formation of possible area fire or special fire or solid waste disposal districts associated with serving the area. Said owners do not waive their right to participate in or vote in any assessments or elections of said districts after their formation.
30. The homeowners association shall provide for the testing of a water sample annually from the well located on lot 16. The owner of lot 16 shall provide access to the homeowners association to the well located on or to be located on lot 16 for the purposes of obtaining a water sample at reasonable times on twenty four hours notice.

Dated this 4 day of March, 1992.

Grasshopper Creek Estates Homeowners
Association, Inc.

By: Larry S. Evans

Its: President

Grasshopper Creek Estates Subdivision

by Larry S. Evans
Larry S. Evans
Developer

State of Montana
County of Beaverhead

On the 4 day of March, 1992 before the undersigned notary public personally appeared Larry S. Evans the developer of Grasshopper Creek Estates Subdivision and the Incorporator and President of Grasshopper Creek Estates Homeowners Association, Inc. and executed this Declaration re Grasshopper Creek Estates Subdivision and Grasshopper Creek Estates Homeowners Association, Inc.

W. C. [Signature]
Notary Public for the State of Montana
Residing at Dillon, Montana
My commission expires Aug 20, 1992

