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ALICA ROBINSON FLATHEAD COUNTY MONTANA

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WHISPERING ROCK CABINS

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THIS DECLARATION is made by Robert I. Wink of P.O. Box 365, Bigfork, Montana 59911, hereinafter DECLARANT.

RECITALS.

1. Declarant owns the following real property located in Flathead County, Montana, more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

2. The foregoing property is currently subject to a Declaration of Covenants, Conditions and Restrictions for Whispering Rock Estates, which covenants were recorded at reception no. 200426808200, and which covenants were amended by the First Amendment to covenants recorded September 24, 2004 at reception no. 200426808200.

NOW THEREFORE Declarant provides as follow:

ARTICLE 1
Statement and Purpose of Covenants

1.1 The following covenants are a "sub set" of covenants applicable only to the foregoing properties, located within Whispering Rock Estates. The majority of the Whispering Rock Estates primary covenants (and amendments thereto) will apply. The following covenants will supplement and in some cases, supersede the primary covenants of Whispering Rock Estates. In the event of a conflict between the two covenants, the covenants of Whispering Rock Cabins shall apply. The homes or improvements on each lot are designated "Cabins" for purposes of these covenants.

1.2 The property described above shall also be subject to these additional covenants, to the bylaws of the each association and to the rules and regulations of each association.

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ARTICLE 2: Membership in Owners Association

2.1 Each owner in Whispering Rock Cabins is a member of the Whispering Rock Estates Homeowners Association, with voting rights as set forth in Article IV of the primary covenants. Owners shall attend meetings, vote and hold office as provided in Articles IV and V of the primary covenants.

2.2 Each Cabin owner is also a member of the Whispering Rock Cabin Owners Association, with all of the attendant rights, duties and obligations of such ownership.

ARTICLE 3: Reserved

ARTICLE 4: Use Restrictions

4.1 Use Restrictions. Properties shall be utilized for single family residences only. Additionally, each of the use restrictions set forth in Article VII of the primary covenants shall apply to Whispering Rock Cabins, EXCEPT as described in this Article.

4.2 Rental and Leasing. The owner of a cabin may rent or lease his cabin and property by written agreement with a minimum term of at least thirty days (1 month), AND for two, two-week periods per calendar year. Vacation rentals are otherwise prohibited.

4.3 Applicable Covenants. All remaining use restrictions regarding rentals of the primary covenants shall apply, EXCEPT as to the allowed terms of rental provided in these covenants.

ARTICLE 5: Easements

5.1 Owners Easements of Access and Enjoyment. Every owner shall have a perpetual, nonexclusive easement for access to and from their cabin as well as for installation, maintenance, repair and replacement of all utility lines.

5.2 Other Easements. All utility easements, emergency access easements and all other easements listed and provided for in the primary covenants shall additionally apply to Whispering Rock Cabins.

5.3 Specific Driveway Easements to Cabins. Declarant hereby reserves and grants an easement for egress and ingress on the driveway to each of the Cabins as presently built. Driveways, parking and guest parking and turn-around areas are shared. The dimensions of this easement consist of all paved surfaces, PLUS ten feet from the edge of any paved surface for cut, fill, maintenance, repair, or replacement of a driveway.

5.4 Golf Cart Path: All properties shall share and utilize the golf cart path which crosses Lot 16, Cabin 7, in combination with all other Whispering Rock homeowners and Cabin Owners. Cabin owners acknowledge that the primary owners association may issue rules and regulations for use of the path and other common areas.

ARTICLE 6: Property and Home Maintenance

6.0 Association Responsibility for Driveway and Landscape Maintenance: The Cabin Owners Association shall be responsible for all driveway, yard and landscape maintenance. The Association shall hire and perform this work on all properties regularly and the expenses for this work shall be an Association expense to be assessed to the owners. Landscaping and driveways, guest parking, and turnarounds amongst the cabins is not equal nor identical and will likely change over time, however, all Cabins shall equally share in all expenses for this maintenance.

6.1 Owners Responsibility for Cabin. These covenants specifically incorporate the provisions of Article VIII of the primary covenants, except as modified by these covenants. Cabin owners shall maintain their home including siding and roofing in the same or similar, excellent quality as when first constructed. Wear, tear and deterioration are anticipated, however, owners shall perform regular and scheduled maintenance of all exterior components of their Cabin, including exterior siding, paint and stain. All such maintenance shall preserve original design and colors.

a. An owner is not prohibited from planting and maintaining seasonal landscape plants and materials, such as annuals, provided that the owner shall be responsible for its regular maintenance, once planted. In the event any owner-planted landscape materials become neglected, or die or become unsightly due to neglect, then the Cabin Owners Association may give the owner a ten day notice and request to remedy the deficiency. If the deficiency is not remedied or if the deficiency occurs again, then the Association will conduct the maintenance or remove the deficient landscaping and assess the owner for the costs of maintenance, removal or restoration and reconstruction to original plans and design.

b. No owner may alter or remove landscape vegetation or materials, nor may any owner assume maintenance, repair or replacement responsibility of landscaping or exterior improvements on cabins or in yards. Any owner desiring alteration of landscaping must first have the Design Review Committee's or Cabin Owners Association consent to do so, which must include an agreement as to allocation and responsibility for costs.

6.2 Association Enforcement. In the event any cabin or residence of Whispering Rock Cabins becomes damaged or deteriorates for any reason and the owner neglects or fails to perform reasonable and necessary maintenance, then the cabin owners' association may give such owner a written notice specifying the conditions requiring repair or maintenance and a deadline within which time, such maintenance must be completed. The association shall provide a reasonable time period of not less than 30 days nor more than 8 months.

6.3 Association Authority to Perform and Charge for Maintenance. In the event a cabin owner neglects or fails to perform reasonable and necessary and maintenance after written notice by the association and within the time period provided, then the Cabin Owners Association may perform such maintenance and may assess and charge the defaulting owner for such costs. The association may enforce the collection of such costs by lien, foreclosure, or by any legal or equitable means of collection authorized by Montana law.

6.4 Resolution of Disputed Maintenance. In the event an owner disputes the necessity of required maintenance following receipt of written notice, such owner shall provide written response to the association within 20 days of the date the association's response was postmarked or personally delivered. The parties will attempt to resolve the differences through discussion and negotiation. Any settlement shall be confirmed in writing. If the parties are unable to resolve their dispute, then either party may submit the matter to the Whispering Rock Design Review Committee. The Design Review Committee shall hold an informal hearing within 30 days and committee members may examine the residence with or without the parties. The committee shall resolve the conflict within 10 days of its hearing. The decision of the Design Review Committee shall be final. Each party shall be responsible for their own costs and attorney's fees for this proceeding.

6.5 Failure to Perform Maintenance After Hearing Result. In the event a cabin owner refuses or neglects to perform required maintenance as decided by the Design Review Committee, then the Cabin Owners Association may initiate and complete such repairs and maintenance and proceed to collect the costs for such maintenance as

provided in Article 6.3. In any enforcement action, the association may assess and collect its cost and reasonable attorney's fees.

6.6 Maintenance or Repair in Violation of Covenant. In the event an owner performs maintenance or repairs to their property in violation of these guidelines or covenants, for example, changing colors or adding or relocating improvements, then the Cabin Owners Association may initiate any legal proceeding to stop or remedy such maintenance and repair.

ARTICLE 7: Construction and Remodeling

7.1 Construction Design. Declarant has designed and built all improvements within Whispering Rock Cabins, wholly or partially prior to sale and conveyance. Owners shall maintain the design, footprint, height, roof system, yard, driveway, landscaping and all other external features in the same or similar design. Declarant and cabin owners' association is specifically authorized to enforce this covenant. Declarant is exempt from complying with approval by the Design Review Committee and design review guidelines.

7.2 Interior Remodeling. Owners may perform any and all interior remodeling at their sole discretion, without restriction.

7.4 Construction and Remodeling – Change of Exterior. In the event a cabin owner desires to modify the exterior walls or footprint of his residence in any respect, or change roofing, roofing colors, exterior colors, decks or patios or any other exterior component, then a proposal and plan for such remodeling shall be submitted to the Design Review Committee for approval. The Design Review Committee may, in their discretion, waive any fees or forms requirements depending upon the size and complexity of the proposed plan. An owner shall minimally provide a detailed set of plans, drawings and samples. The Committee may approve, reject or partially approval the proposal. The committee may issue conditions or requirements and a time frame for completion. The committee may take any legal action authorized by the primary covenants for enforcement of these provisions.

7.5 Declarant is exempt from the requirements of this Article for those cabins which declarant still owns and maintains.

ARTICLE 8: ENFORCEMENT

Any owner, the Cabin Owners Association, Whispering Rock Homeowners

Association, the Design Review Committee and any hired manager may seek legal enforcement of any covenant to which these cabins are subject. Each of the enforcement provisions of the primary covenants are hereby incorporated, including requirements for allocation and collection of costs and attorney's fees.

ARTICLE 9: MORTGAGEE PROTECTIONS

The mortgagee protections provided for in the primary covenants of Whispering Rock, **ARTICLE XVI** shall apply to Whispering Rock Cabins.

ARTICLE 10: DECLARANT RESERVED RIGHTS

The Declarant Reserved Rights provided for in the primary covenants of Whispering Rock, **ARTICLE XII** shall apply to Whispering Rock Cabins.

ARTICLE 11: AMENDMENT

11.1. During Period of Declarant Control. After the sale of a Cabin (excluding a sale to a Successor Declarant) but before expiration of the Period of Declarant Control (which is hereby defined as the sale and conveyance of five of the seven Cabins to individual home owners other than a successor declarant) Declarant (including successor declarant) may terminate, extend, modify, amend or revoke this Declaration as to the whole or any portion of the Property. The Declarant shall then record in the records of Flathead County, Montana, a document stating the action taken.

11.2 After the Period of Declarant Control. After the Period of Declarant Control this Declaration, or any provision of it, may be terminated, extended, modified or amended, or revoked as to the whole or any portion of the Property upon the written consent of Owners five or more of cabins in Whispering Rock Cabin Owners Association. No amendment shall be effective if it purports to amend, reduce or eliminate any described easement UNLESS all beneficial parties and users of the easement join in the amendment. No amendment may alter or diminish any of the primary covenants, unless joined by the owners of the primary association as required by the primary covenants. Any document will be immediately effective upon recording in the records of Flathead County, Montana. For any amendment, the Cabin Owners shall follow this procedure:

a) The Association or any Owner may propose any revision, addition or deletion of a covenant (s) at any time. For any proposed change, the Association will send or give written notice of a proposed change to each member of the Association at

least 30 days prior to the Association's regular annual meeting. The proposed changes may be summarized.

b) At or before the annual meeting, the precise, proposed change(s) will be distributed in writing to each member.

c) The Association will provide to the Owners in attendance in person a written ballot reflecting proposed changes. Owners, who timely request in advance to vote by mail, shall be sent a ballot and unmarked envelope for its sealing and return.

d) The Owners shall vote by secret, written ballot. Any owner may waive the confidentiality of his ballot without compromising its effect. Any owner may vote by proxy by giving the proxy a signed, written authorization to act as proxy. A proxy may be revoked either orally or in writing at any time by the owner who gave it. The ballots cast in person or by proxy, and by mail, if received prior to the date of the annual meeting, shall be counted by the Association's secretary and by at least one other individual appointed to assist the secretary.

e) A quorum for voting on amendment of these Covenants shall be five of the Cabins of which the Owners are in good standing in the Association. Cabin Owners may vote in person, by signed, written proxy or by timely received, mailed (or faxed or emailed) ballot. Once present, a quorum cannot be broken by the subsequent departure or withdrawal of Owners, their proxies or their ballots.

f) If five Cabins vote in favor of a proposed change, then that change has passed and these Covenants shall be revised to reflect the change. Additional, written ballots, signed, faxed or emailed may be collected following the meeting. A written, mailed ballot shall be signed by each owner of a Cabin. If emailed, a written ballot shall state that it represents the decision of each owner of a cabin.

g) The results of the balloting shall be announced at the meeting or as soon thereafter as possible, with the number of Cabins voting in favor of the proposed change(s) and the number of Cabins voting against the proposed change(s).

h) Two officers shall certify in writing, under oath, that these steps have been followed and that a change(s) have been approved by the requisite majority.

i) The amendment(s) and the officers' sworn certificate shall be filed for recording with the Flathead County Clerk and Recorder's office. Upon recording, the amendments shall be in full force and effect.

Declarant's Approval. Notwithstanding the provisions of Section 11.3, no termination, extension, modification or amendment of this Declaration will be effective in any event during the Period of Declarant Control unless the written approval of Declarant is first obtained.

11.3. Effect of Amendments. Amendments made pursuant to this Section will inure to the benefit of and be binding upon all Owners, their families, tenants, guests,

invites and employees, and their respective heirs, successors, and assigns. Joinder of the First Mortgagees shall not be required in order to effect an amendment.

11.4. Version and Date of Amended Covenants. Each amendment to these covenants which is approved as provided herein shall be reflected in a complete, re-written Declaration of Covenants with a subsequent version number. The original covenants shall bear a version of "1.0 Dated September 1, 2006". All subsequent amendments and versions shall bare subsequent numbers and dates and shall be fully recorded with the Flathead County Clerk and Recorders office. Upon the recording of a subsequent version number the previously recorded covenants shall be of no further force or effect and the subsequent version shall supersede and replace the previous version.

ARTICLE 12: APPURTENANT

These covenants shall be appurtenant to the properties described above and shall "run with the land" in perpetuity.

IN WITNESS WHEREOF, Declarant has hereby endorsed, declared and imposed these covenants as of September 1, 2006.

Robert I. Wink

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was acknowledged before me on this October 31st, 2006 by Robert I. Wink.

ANGELA M. DUTTON NOTARIAL SEAL STATE OF MONTANA

NOTARY PUBLIC MONTANA
Residing in Kalispell, Montana
My Comm. Expires 04/06/2010

Notary Public for the State of Montana
Residing at
My commission expires.

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EXHIBIT "A"

Lots 10, 11, 12 and 13 of WHISPERING ROCK ESTATES SUBDIVISION NO. 3, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

AND

Lots 14, 15 and 16 of WHISPERING ROCK ESTATES SUBDIVISION NO. 2, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.