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AMENDMENT AND RESTATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WHISPERING ROCK CABINS

Version 2.2 July 18, 2011

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

RECITALS:

1. The following properties are a part of the subdivision plat known as "Whispering Rock Cabins" and are more particularly described as follows:

Lots 11 and 12 of Whispering Rock Estates Subdivision No. 5, an amended plat of Lots 11 and 12 of Whispering Rock Estates Subdivision No. 3, according to the map or plat thereof on file and of record with the Clerk and Recorder's office of Flathead County, Montana.

Lots 10 and 13 of Whispering Rock Estates Subdivision No. 3 according to the map or plat thereof on file and of record with the Clerk and Recorder's office of Flathead County, Montana.

Lots 14, 15 and 16 of Whispering Rock Estates Subdivision No. 4 according to the map or plat thereof on file and of record with the Clerk and Recorder's office of Flathead County, Montana.

2. A Declaration of Covenants, Conditions and Restrictions for Whispering Rock Cabins was recorded on November 8, 2006 at reception no. 200631216250. These Covenants authorized the creation of a homeowners association. An

association was formed and has operated, elected officers and is duly registered and in good standing in the state of Montana. On July 31, 2009, each owner and member of the foregoing association voted to dissolve the homeowners association and to merge the association with the parent association, Whispering Rock Estates Homeowners Association, of which it was a subset.

NOW THEREFORE the Covenants recorded on November 8, 2006 are amended and restated as follows:

ARTICLE 1
Statement and Purpose of Covenants

1.1 The following covenants are a "subset" 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 (Whispering Rock Cabins), to the rules and regulations of Whispering Rock Estates Homeowners Association, to the bylaws of the each association and to the rules and regulations of Whispering Rock Estates..

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.

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 previously reserved and granted 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, as shown on the plat. 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. The driveway and parking areas are for vehicle parking and turnaround only and not for placement or storage of any materials, equipment or personal belongings.

5.4 Golf Cart Path: All properties will 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 owners association may issue rules and regulations for use of the path and other common areas.

ARTICLE 6: Property and Home Maintenance

6.0 Owners Responsibility for Driveway and Landscape Maintenance: Individual owners are responsible for all driveway, yard and landscape maintenance. Owners shall hire and perform this work on all properties. Several properties have shared driveways. Owners of shared driveways are responsible for arranging snowplowing and

maintenance of the portion of the driveways that are shared. In no event is the Association responsible for any individual or shared driveway maintenance where the driveways leave Whispering Rock Road. Moreover, each individual cabin owner is deemed to hold each and every other cabin owner harmless from any act, omission or claim of negligence for any act, injury, claim, accident or any event by which damages are claimed which may have occurred on an individual or shared driveway. Each owner acknowledges that snow and ice routinely accumulate and that, even with thorough maintenance, hazardous conditions may develop. Each owner assumes all risk of accident or injury in driving, walking or utilizing individual and shared driveways. Even with shared driveway maintenance amongst one or more cabins, no individual cabin owner is responsible or liable for any claim, accident or damages of any other cabin owner.

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.

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 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 (Original Text Deleted). Shared Water Feature. There is a shared water feature, including a pond and pump between Cabins 15 and 16. The electricity and water for the pump is connected to Cabin 15 and will be that cabin's sole responsibility. The maintenance, repair and replacement of the pump and the water feature are otherwise equally shared between lots 15 and 16. It is not an Association expense.

6.4 (Deleted).

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 Whispering Rock Estates Homeowners 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 Whispering Rock Estates Homeowners Association may initiate any legal proceeding to stop or remedy such maintenance and repair.

ARTICLE 7: Construction and Remodeling

7.1 Construction Design. Owners shall maintain the design, footprint, height, roof system, yard, driveway, landscaping and all other external features in the same or similar design. The 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 Whispering Rock Estates 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 the lots within Whispering Rock Cabins. 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, the undersigned officers certify that the foregoing amendment and restatement was approved by affirmative vote of each of the owners, and/or was approved by Whispering Rock Cabins, LLP, the original declarant during the period of Declarant control.

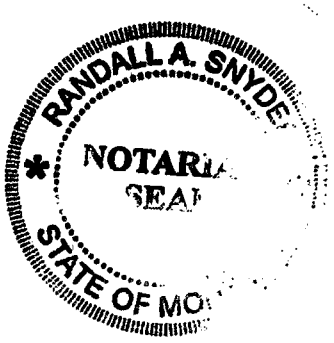
WHISPERING ROCK CABINS, LLP

By: Robert I. Wink, General Partner

STATE OF MONTANA

County of Flathead

This instrument was acknowledged before me on July 18, 2011 by Robert I. Wink.



Randall A. Snyder
Notary Public for the State of Montana
Residing at Bigfork, Montana
My commission expires July 25, 2011