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**SUBDIVISION RESTRICTIONS FOR THE
GLACIER POINT SUBDIVISION**

WHEREAS, the undersigned, Craig Riley, Managing Member of Glacier Point Subdivision, L.L.C., of Helena, Montana, is filing a plat of certain lands in Lewis and Clark County, Montana, known as the Glacier Point Subdivision with the Lewis and Clark County Clerk and Recorder for recordation, and

WHEREAS, the undersigned is the owner of all the lots in said tract and desires to place restrictions upon said lots for the use and benefit of the corporation as present owner and for the future owners thereof, and for the benefit of the general public interest.

NOW, THEREFORE, these covenants and conditions are made to apply to a tract of land situated in the SW1/4 of Section 5, T10N, R3W, P.M.M., Lewis and Clark County, Montana.

All persons or corporations who now or shall hereafter acquire any interest in and to any of the above described property, shall be taken and held to agree and covenant with the owners of the lots in said tract with their heirs, successors and assigns, to conform to and observe the following restrictive covenants as to the use thereof.

These restrictive covenants and conditions are designed to provide a uniform plan for the development of the whole of said tract, protect the natural environment and promote public health and safety.

The following restrictive covenants are revocable or alterable only with the consent of the Board of County Commissioners of Lewis and Clark County.

1. Notice is hereby given that the commercial lot owner will be responsible for providing on-site retention of all stormwater runoff generated from the lot in excess of historical volumes.
2. Notice is hereby given of the potential health risk from radon concentrations; such risk can be evaluated through soil tests and mitigated through radon abatement techniques incorporated into structures.

3. Notice is hereby provided to inform landowners that agricultural operations may occur in the vicinity. Such activities may occur at varying times and seasons and include, but are not limited to, the operation of machinery, the pasturing and feeding of livestock, irrigation, and the application of fertilizers, herbicides, and pesticides to fields.
4. The storage of foods, garbage or feeding domestic pets outdoors or other activities, which may create an attractive nuisance for wildlife species, is prohibited. Notice is hereby given that property owners should provide wildlife-proof storage and disposal facility for garbage.
5. Property owners should contact Montana Fish, Wildlife and Parks for learning about living with wildlife in general.
6. Notice is hereby given that bird feeders are an attractant to far more wildlife than birds, and if birds are fed at all, feeding should only be done in the winter (December through March).
7. Notice is hereby given that the property lies within an area of high liquefaction potential.
8. All dwelling units within the subdivision shall be constructed to specifications, which meet or exceed equivalent provisions in the applicable state building code for this seismic zone (Zone 3).
9. Each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall bear equal responsibility with all other lot owners for repair and maintenance expenses as follows:
 - a. ROADWAYS. Need for roadway repair shall be determined by majority vote of all lot owners. Vote may be taken at a meeting of the lot owners called for and held at such place and time specified in the notice. The meeting shall be held at the residence of the lot owner calling the meeting or any other location in Helena, Montana. Each lot owner shall be served with a copy of the notice ten (10) days before the meeting either by personal service or certified mail at such lot owner's last known mailing. The lot owners shall by majority vote (1) agree on the need for repair, (2) the scope of repairs, (3) the procedure for hiring a contractor, and (4) the amount to be paid for the repairs.
 - b. PAYMENT. Each lot owner shall pay their pro-rata share of any expenses incurred pursuant to paragraph (a) within thirty (30) days of presentation of a statement from the provider of the service or the lot owner who contracted for the service. In the event any lot owner fails to pay their pro-rata share within such thirty (30) day period, any other lot owner may commence an action against the non-paying lot owner to recover the balance due together with court costs and attorney's fees.
 - c. LIEN. The provider of the service or the contracting lot owner, described in paragraph (b) is entitled to a construction lien for unpaid amounts due for costs incurred as provided in paragraph (a) hereof by following the procedure as outlined in Title 71, Chapter 3, Part 5, MCA. Such a lien may be foreclosed as a construction lien. The prevailing party shall be entitled to recover costs and attorney's fees.
 - d. WAIVER. Each lot owner waives the right to protest the creation of an RID for



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the purpose of improving and/or maintaining the roads that access the subdivision including related right-of-way, drainage structures, and traffic control signs.

- e. ARBITRATION. Any disagreement or controversy relating to this agreement shall only be settled by arbitration in accordance with the Montana Uniform Arbitration Act (Section 27-5-111, MCA, et seq.) and the rules of the American Arbitration Association, one Arbitrator, and shall be enforceable in any court having competent jurisdiction.
10. Any additional, replacement, or relocated utility lines shall be installed underground, in accordance with the County Subdivision Regulations.
 11. Any exterior lighting shall be arranged and directed downward in such a way as to minimize illumination beyond the property lines.
 12. All rights to protest the creation of a special district for the purpose of providing community water and/or wastewater treatment system improvements and/or maintenance, whenever such action may occur, are hereby waived. All rights to protest the creation of a special district for the purpose of providing sidewalk improvements and/or maintenance, whenever such action may occur, are hereby waived.
 13. The undersigned, their heirs, successors and assigns, and all future owners of property within the subdivision, agree to hold Lewis and Clark County harmless and indemnify Lewis and Clark County from all claims, demands, obligations, suits, causes of action, damages, and liability, including the County's costs and attorney's fees, arising in any manner whatsoever out of, or relating to, the existence, use, operation, repair, and/or maintenance of the following:
 - a. earthquake fault zone and any seismic activity; and
 - b. variances granted for roads.
 14. Any act, which damages or destroys the irrigation ditch (located adjacent to the subdivision), interferes with its operation or maintenance in any way, or restricts access to the ditch so as to interfere with its maintenance, is expressly prohibited.
 15. Gardens, fruit trees, and compost piles should be fenced with deer-proof fences.
 16. All cats and dogs should be restrained or penned at all times.
 17. Notice is hereby given that non-native plants are particularly prone to wildlife use and losses should be expected if they are used in landscaping.
 18. Notice is hereby given that all property owners are required to receive an approach permit from the County Road Department prior to construction of the driveway approach.
 19. The raising, keeping, or confinement of livestock is expressly prohibited.
 20. Notice is hereby given that each lot shall be maintained in a clean, attractive, and weed-free manner. Noxious weeds must be pulled, sprayed, or cut.
 21. A "no access" restriction exists along Forestvale Road, except for the approach for Glacier Point Loop.
 22. A "no access" restriction exists along Interstate 15.
 23. All rights to protest joining a rural improvement district for the purpose of providing community and neighborhood park and recreation improvements and/or maintenance,



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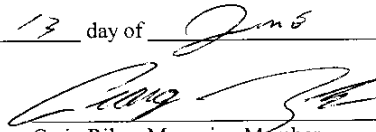
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- whenever such action may occur, are hereby waived.
24. Notice is hereby given that the fence along the right-of-way for Interstate 15 must remain intact, unless otherwise allowed by the Montana Department of Transportation.
 25. Notice is hereby given that the Helena Trap Club is located immediately north of and adjacent to the proposed development.
 26. Notice is hereby given that there may be easements for sewer and water facilities, as required by the DEQ, on one's property.

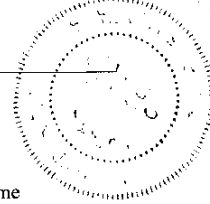
Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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.

Dated at Helena, Montana, this 17 day of June, 2007.



Craig Riley, Managing Member
Glacier Point Subdivision, L.L.C.



SUBSCRIBED AND SWORN TO before me

this 17th day of June, 2007.

Notary Public for the State of Montana

Residing at Helena, Montana

My Commission Expires 1-4-2010

FILE: Covenant\GlacierPointCovs

JUNE HENDERSON
NOTARY PUBLIC for the State of Montana
Residing at Helena, Montana
My Commission Expires January 4, 2010

