

DECLARATION OF CONDITIONS,
COVENANTS AND RESTRICTIONS

WHEREAS, DECLARANT is the owner of certain property located in Sanders County, Montana, which is more particularly described as "SILVER RIDGE SUBDIVISION".

NOW, THEREFORE, the Declarant does hereby declare that the subdivision above described shall be sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property, and shall be binding on all parties having or acquiring any right, title or interest in the described properties, and shall insure to the benefit of each owner thereof. The word "lot" as used herein shall refer to each lot of the Subdivision.

1. No lot shall be further subdivided.
2. No dwelling, house or any part thereof shall be erected on any lot within thirty (30) feet of the front line of each lot and no building shall be located on any lot nearer than fifteen (15) feet to any sideline or rear line.
3. All dwellings, or houses must have a permanent foundation, and a minimum single floor size of 800 square ft. The dwelling or house may be of frame, log construction, a modular or double wide mobile home.
4. The use of a camper, single-wide mobile home or temporary structures is permitted for one (1) year will construction of permanent residence.
5. The electrical power, telephone, water and sewer shall be the individual lot owner expense.
6. No lot shall be used or maintained as a dumping or storage area for rubbish, trash or garbage; garbage recycling, or target ranges.

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7. No discarded, ruined, wrecked, or dismantled motor vehicles, including component parts, which is not lawfully and validly licensed and incapable of being driven are allowed on the lot unless stored in a building.

8. No gates or obstructions will be allowed on the access road and Utility Easement known as unless agreed upon by all lot owners.

9. Large animals are allowed if contained within a fenced area. No animal feeding yards will be permitted on any lot.

10. No animal may be allowed to become an annoyance or nuisance to the neighborhood. No dog may run at large or endanger wildlife.

11. Fences shall be well constructed and maintained.

12. All lot owners must comply with the Laws and Regulations of the State of Montana and Sanders county as to fire protection, building construction, sanitation, public health and safety.

13. All Lot owners shall develop a fire "Defensible space" as outlined in the "Fire Protection Guidelines for Wild land residential Interface Development", (Available through the Department of State Lands) for any Building site.

14. All Building Roof Material shall be Class A or B as specified in above mentioned Guidelines.

15. Except in an emergency situation when necessary for the preservation of life or property, the discharge of firearms shall be prohibited.

This Declaration may be amended by an instrument signed by the owners of eighty (80) percent of the lots affected thereby.

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The Declarant or any lot owner shall have the right to enforce by any proceeding at law or in equity all restrictions, covenant, conditions, reservations and charges now or hereafter imposed by the provisions of the Declaration. The methods of enforcement may include proceeding to enjoin the violation, to recover damages or both. Failure by the Declarant or by any lot owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter. the Declarant shall have no duty to take any affirmative action to enforce any restrictive covenant, nor shall it be subject to any liability for its failure to so act. If any person entitled to do so shall bring formal legal action to enforce any provisions of this Declaration, the prevailing party to this action shall be entitled to recover from the other party reasonable attorney's fees and the cost of the action.

Invalidation of any one or more of these covenants and restrictions by a Court of Law shall not affect the remaining provisions which shall remain in force and effect.

IN WITNESS WHEREOF, THE DECLARANT has executed the foregoing document above written.

STATE OF MONTANA)
County of) ss.

County of _____

On this 11th day of MAY 1996, before me, Notary Public for the State of MISSISSIPPI, personally appeared Richard Lapinski Sr. known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledge to me that have They executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my Notary Seal the day and year in this certificate first
above written.

George O. Elliott
Notary Public State of Montana
Residing at Thompson Falls
My Commission Expires 1-13-1999

Silver Ridge - Car # 2282MS

#5027

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I received and filed
this instrument for record on the 25th
day of September 20 01
at 11:52 o'clock A.M.
Pat Ingraham
Sanders County Clerk & Recorder
By Pat Ingraham
Deputy
Fee: 5.00