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After recording return to:
 AmeriMont, Inc.
 PO BOX 990
 Manhattan MT 59741

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FLINT CREEK RANCH CLUSTER**

THIS DECLARATION is made this November 9, 2005, by AMERIMONT, INC. a Montana Corporation, registered to do business in Montana, d/b/a Flint Creek Ranch Cluster Development, 112 South Broadway, P.O. Box 990, Manhattan, MT 59741, hereinafter called the "Developer" or "Declarant".

RECITALS

AMERIMONT INC. owns property located in Butte-Silver Bow County, described as follows:

**Flint Creek Ranch Cluster Development
 SUBDIVISION**

Twenty-five tracts of land; being a retracement survey and subdivision of Portions of G.L.O. Lots 1, 2, 3, 4, 5, 6, and 7, The NE1/4, N1/2 SE1/4 NE1/4 SW1/4, and E1/2 NW1/4 of Section 3 and Portions of G.L.O. Lots 1, 2, 3, 4, 5, 9 and 10 and the NW1/4 SW1/4 of Section 10, All in Township 3 North, Range 9 West, P.M.M., Butte-Silver Bow County, Montana.

TP 1736300
 1736410
 1736710

Part 265-B

These Covenants, Conditions and Restrictions ("CCRs") will apply to above described real property including any Final Plats, Retracement Surveys or Certificates of Survey as approved by and filed in Butte-Silver Bow County encompassing the real property described above.

NOW THEREFORE, Declarant hereby declares the above described real property, shall be held, sold and conveyed subject to the following Covenants, Conditions and Restrictions (hereinafter call "CCRs" or "Declarations") and these Declarations will bind all the Owners, Declarant, grantees, heirs, successors, and assigns of the Owners and any future Owners of the above described real property.

DEFINITIONS

1. **Accessory Building.** A building of any size (such as a garage, barn, tack shed, storage shed etc.) detached from a dwelling and used for purposes which are incidental and subordinate to a residential, agricultural or permitted commercial use.
2. **Agricultural Use.** The practice of the science or art of cultivating the soil, growing fruits, vegetables or crops and raising or grazing of domestic livestock or poultry, for personal use, but specifically excluding a feedlot or a commercial poultry farm.
3. **Association.** The terms "Association" shall mean and refer to the FLINT CREEK RANCH CLUSTER OWNERS' ASSOCIATION, INC., A Montana nonprofit corporation, its successors and assigns. This nonprofit corporation shall be a legal entity under Montana Law. Approval by the Association shall mean approval by the Association's Board of Directors, or a committee appointed by the Association Directors, unless approval of Owner members is specifically required.
4. **Commercial Use.** Any enterprise or enterprises of any kind engaged in for a profit.
5. **Declaration.** The term "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, including lawful amendments. The term "CCRs" refers to this Declaration.
6. **Developer.** The Declarant is the "Developer," which is AmeriMont, Inc. a Corporation, its successors and assigns, with its principal place of business in Montana at 112 South Broadway, P.O. Box 990, Manhattan, MT 59741.
7. **Dwelling.** A single family residence, designed for and used as permanent living quarters having sleeping, cooking and complete sanitary facilities.
8. **Guest House.** A building for use as temporary living quarters by guests of owner or a dwelling which is clearly incidental or subordinate to a dwelling situated on the same Parcel of land. The guest house may have light cooking facilities including a refrigerator, but shall not be used as a permanent dwelling.
9. **Industrial Use.** The processing, manufacture, production, sale or bulk storage of non-agricultural raw materials, wood working, crafts, art work, sculpture, and small home businesses, enclosed in a single accessory building next to the dwelling are not considered industrial uses and such activities are intended to be permitted commercial uses.
10. **Junk Area.** The use of land for the wrecking, dismantling and/or storage of junk, including, but not limited to, garbage, inoperable motor vehicles and scrap materials of every sort.
11. **Mortgage.** The term "Mortgage" shall mean and refer to a mortgage, trust indenture, deed of trust or any other security arrangement encumbering a Parcel, including a contract for deed.
12. **Mortgagee.** The term "Mortgagee" shall mean and refer to the mortgagee under a mortgage, the beneficiary of a deed of trust, contract seller, or beneficiary under a Montana Trust Indenture.
13. **Owner.** The term "Owner" shall mean and refer to the record owner, including Parcels owned by the Developer, whether one (1) or more persons or entities, of fee simple title to any Parcel which is a part of

the Ranch and is subject to this Declaration, including contract purchasers who have a possessory interest pursuant to their contract to purchase, but excluding contract sellers or mortgagees or persons having such interest merely as security for the performance of an obligation. Owner(s) shall include an owner or owners of any subdivided Parcel.

If the Developer or any Owner sells a Parcel, the Seller will still be considered Owner of the Parcel, until a deed, notice of purchaser's interest, or abstract of contract for deed, containing the address of the new owner is recorded with the County Clerk and Recorder of Butte-Silver Bow County and a copy of the recorded document is delivered to the Association. A Contract Seller or Vendor is jointly and severally responsible along with the Vendee or Purchaser for performance of these CCRs, including the payment of assessments.

14. **The Ranch.** The term "Ranch" shall mean and refer to Plats, retracement surveys, certificates of surveys, proved and filed regarding the real property subject to these CCRs.

15. **Recreational Vehicle.** A vehicle, with self-contained sanitary facilities, designed for use as a temporary dwelling for travel, recreation and recreation use.

16. **Residential Use.** The occupying of a dwelling for living purposes.

17. **Signs.** Any man-made structure, object, device, or part thereof, situated out of doors, or prominently visible from outside the building on which it is situated, which identifies, advertises, displays or otherwise attracts attention to either itself or some other object, person, institution, organization, business, product, service, event, activity, location, thing or happening of whatever nature, and by any means, including words, letters, numerals, figures, designs, symbols, fixtures, colors, mottos, illumination, projection, contrast, conspicuous and the like.

18. **Single family.** One or more persons living together as a single, non-profit, house-keeping unit, as distinguished from a group occupying a hotel, motel, club, fraternity or sorority, commune and the like.

19. **Subdivision.** Any division of land, or land so divided, resulting in the creation of two or more Parcels of land out of a single, larger Parcel in order that title to, possession or occupancy of the Parcel(s) so created may be sold, rented, leased or otherwise conveyed, transferred or used separately and shall include any re-subdivision. Subdivision shall include the creation or attempted creation of two or more Parcels out of a larger Parcel from whatever process or procedure including court order or lien foreclosure.

20. **Parcel.** The term "Parcel" or "Lot" shall mean and refer to any part, plot, lot or Parcel of land of the Ranch which is or has been made subject to this Declaration and is shown as a separate Parcel or lot upon any recorded deed, final plat, or certificate of survey or which can be lawfully transferred as a unit unto itself.

21. **Turn-over date.** The "turn-over date" is the date on which the Developer elects, at its discretion, to turn over certain responsibilities to the Association. This date shall be no earlier than the date on which 80% of the Parcels are sold and all access roads, and power main lines are completed and no later than when 100% of the Parcels are sold provided said improvements are completed.

SECTION 1: ASSOCIATION: The Owner(s) of a Parcel within this development will be required to belong to the Association. The Owner(s) of any Parcel shall be entitled to one vote per Parcel owned as a member of the Association and shall be required to pay the assessments for each Parcel to the Association.

1.1 **Rules and Regulations.** No owner shall violate the rules and regulations for the use of the Parcels and the property as set forth in these CCRs or adopted from time to time by the Association. No such rules or regulations shall be established which violate the intention or provisions of this Declaration or which shall unreasonably restrict the use of any Parcel by the owner thereof.

1.2 Assessments. The Association shall levy and collect assessments from each Parcel Owner to meet the duties and obligations of the Association. Any such assessments or charges are a personal obligation of the Parcel Owner. Each Parcel Owner must pay all assessments to the Association when due. The Association has a right to file a lien against a Parcel for any assessments or charges that are delinquent. Until the "turn-over date," the Developer is exempt from paying assessments on Parcels still owned by the Developer. Following the "turn-over date" the Developer will pay assessments on all Parcels owned by the Developer.

1.3 Annual Assessments. To cover the costs of meeting the Association's obligations, annual assessments for each Parcel (whether or not more than one Parcel is owned by one owner) shall be \$75.00 per quarter until changed by the Board of Directors of the Association. The Board of Directors shall prepare a proposed annual budget setting forth the expected annual assessments for the upcoming year. Said proposed budget shall be presented to the members for discussion and voting at the annual meeting of the members of the Association.

SECTION 2: SUBDIVISION OF PARCELS. The subdivision of any existing Parcel is prohibited.

SECTION 3: ROAD AND UTILITY EASEMENTS.

3.1 Road Easements. The Developer reserves to itself and its assigns and grants to all Parcel Owners a perpetual right of way for ingress and egress on the road system set forth in the attached Exhibit A. The road right of ways for the road system shall be sixty (60) feet wide. The area for the road right of ways shall be established by measuring thirty (30) feet on either side of the center line of the roads shown on the attached Exhibit A. Where switchbacks are built or required or the terrain is such that necessitates more than a sixty (60) foot wide right of way area to establish a safe and stable road, the right of way may be widened beyond sixty (60) feet. The roads shall have a road surface width of twenty (20) to twenty-four feet (24). The location of the right of ways may be adjusted, moved, modified or otherwise altered to circumvent physical topographical characteristics and limitations of the location of the existing road right of ways. In some cases the road system may divide a Parcel. The road rights of way will be surveyed showing the location. The Developer reserves the right to file of record in Butte-Silver Bow County a plat or certificate of survey showing the location of the roads shown on the attached Exhibit A in which case the perpetual right of ingress and egress on the road system granted herein shall be on the easements shown on any filed plat or certificates of survey. Until the Developer completes the road system, any Parcel Owner may use existing roads and trails. Until the Developer completes the road system, in the event there is not an existing road or trail to a Parcel, the Parcel Owner may use a reasonable route across a neighboring Parcel or Parcels from an existing road or trail to access the Parcel Owner's Parcel from the public road. Once the road system is completed, Parcel Owners must use the road system for accessing their Parcels and shall not use existing roads or trails or other routes which vary from the as-built road system. All roads will be completed within one year from Final Plat approval of each phase.

3.2 Maintenance of Roads. Until the "turn-over date" the Developer will be constructing and maintaining all roads except public roads. Maintenance will include spraying for noxious weeds as needed. Following the "turn-over date" the Association is responsible for maintaining the roads and noxious weed containment. The Association shall have the sole discretion to determine what road maintenance will be performed by the Association within the terms of the Association's budget. Nothing herein shall prohibit an Owner, at the Owner's expense, from performing their own maintenance on the road(s) so long as such maintenance is consistent with proper road construction and maintenance standards.

3.3 Utility Easements. The Developer reserves to itself and its assigns, and grants to all Parcel Owners, utility easements to and across each Parcel as follows: Common utilities, including telephone, cables, and power may be placed in any road right of way and in a strip of land approximately thirty (30) feet adjacent to a road right of way; and along a thirty (30) foot wide strip adjacent to exterior Parcel boundaries, and on any utility easements located on the Certificate of Survey(s); or any combination of the above methods and easements. The Developer reserves to itself the right to put up communications equipment and maintain it on the Ranch property. All owner-installed utility lines must be buried. All

propane tanks and lines must be buried. Existing over-head or above-ground power lines are not subject to this covenant.

3.4 Obstructions. No gates or obstructions shall be placed upon or block any road unless approved by the Association and by all Owners using the road for access to their Parcels. Any Owner may place, at Owner's expense, a cattle guard on a road if the cattle guard is approved by the Association and a gate is installed on one side of the cattle guard for livestock, horses, or for persons using the road. Approved cattle guards in any access road must be placed where such road passes through such Parcel Owner's boundary.

3.5 Roads and Driveways. All roads will be open at all times to persons and vehicles providing public services, including but not limited to the fire and sheriff's department, ambulance, county sanitation, delivery companies and electrical, plumbing and building inspectors and their agents, and invitees of the Parcel Owner.

3.6 Private Roads. The Owner of each Parcel understands and agrees that private road construction, maintenance and snow removal shall be the obligation of the Owner or the Association and that the consolidated City and County of Butte-Silver Bow, State of Montana, is in no way obligated until the roads are brought up to standards adopted by the Planning Board and Council of Commissioners and dedicated to public use. Maintenance of private roads is to include spraying for noxious weeds as needed.

SECTION 4: USES ALLOWED, BUILDING RESTRICTIONS, TIMBER CUTTING, MINING AND SET BACK REQUIREMENTS.

4.1 Residential Density. Parcels shall be used primarily for single family residential purposes. There shall be no more than one (1) single family residence on each Parcel, however each dwelling may also have an appurtenant, non-commercial guest house. Accessory buildings are also allowed.

4.2 Architectural Review Committee. The Developer and the Association shall establish an Architectural Review Committee ("Committee") which shall be responsible for reviewing and approving all building and landscaping plans for improvements constructed or placed on the Ranch property. Any building which is begun without the approval of the Committee shall be subject to fines, penalties, or lawsuit by the Committee and the Association. Any building which is not completed or not constructed in conformance with the approved plans shall be subject to fines, penalties, or lawsuit by the Committee and the Association. The Association may place a lien on the subject Parcel if the fine or penalty assessed by the Association is not paid in a timely manner to be determined by the Association.

4.3 Moveable Living Conveniences and Mobile Homes. Except as provided in herein, no trailers, mobile homes, or other moveable living quarters shall be allowed as or considered a permanent dwelling. With the approval of the Architectural Review Committee, parcel owners may occupy a mobile home or a recreational vehicle on their parcel for up to 18 months while the permanent residence is under construction. This restriction does not prevent the Architectural Review Committee from approving pre-built homes on permanent foundations that meet United States Federal Housing specifications as non-mobile, permanent, residential homes. Pre-built homes shall be new or "like new in appearance" before being placed upon the Parcel. Nothing herein is intended to prohibit the Parcel Owners or Parcel Owner's guests from parking or using recreational vehicles on the Owner's Parcel next to a permanent dwelling on a temporary basis. This provision does not prevent the Owner of a Parcel from storing a recreational vehicle on the Parcel.

4.4 Recreational Vehicles. Each Parcel Owner may live in a recreational vehicle for up to 120 days in any calendar year so long as health and sanitary laws regulating sewage and waste disposal are followed by the Parcel Owner using the recreational vehicle. No recreational vehicle may be stored or left on a Parcel unless it is next to a permanent dwelling. No sewer waste may be dumped or deposited on any Parcel unless it is in an approved septic tank. Any Parcel Owner who wishes to live in a recreational vehicle on their Tract must get a permit from the Association.

4.5 Building Guidelines

4.5.1 Square Footage. Any residence constructed on a Parcel must have at least one thousand (1,000) square feet of living space on the main floor exclusive of patios, porches or garages. Any questions or variances from this standard must be approved by the Architectural Review Committee and the Association.

4.5.2 Foundation. All homes must be on a permanent foundation.

4.5.3 Sewage. All homes must have an "approved" and "permitted" septic system. Sewage shall be disposed of only by and through a septic system of adequate dimension and capacity and of a type approved by the Board of Health of the State of Montana. No septic tank septic system or drain field of any kind shall be nearer than fifty (50) feet to any Parcel line or road right of way if the Parcel line is within the road right of way, and no sewage, waste water, trash, or debris shall be permitted to drain into any body of water in or adjacent to these Parcels.

4.5.4 Roof. All homes must have a peaked roof of 4/12 or greater. Roofing type must be approved by the Architectural Review Committee.

4.5.5 Siding. All homes must have approved exterior siding. Earth tones and/or log, cedar, or other rustic wood treatments will be favored.

4.5.6 Appearance. All homes and appurtenant improvements should blend harmoniously with the natural surroundings. Plain, boxy, unremarkable exteriors with little or no eye appeal will not be accepted. The Architectural Review Committee will take into consideration the building site, proposed landscaping, and the look and feel of the home. The intention is to be flexible, while retaining a rustic, country atmosphere.

4.5.7 Set Backs. All dwellings and other buildings, not including access roads, fences, and utilities, must be set back at least fifty (50) feet from any Parcel boundary line or road right of way boundary if the Parcel boundary line is within the road right of way.

4.6 Commercial Uses. No Parcels may be used for commercial purposes, except as follows:

4.6.1 Commercial/Business. Small commercial businesses conducted in the dwelling or in an accessory building next to the dwelling are permitted. Such allowed commercial businesses include activities such as woodworking, crafts, studios, office for professional or consulting businesses and similar type family businesses with no more than two non-family employees, provided there are no signs anywhere on the Parcel or Parcel improvements relating to the commercial business or enterprises. No Parcel Owner may operate a hog farm, livestock feedlot, or commercial poultry farm or conduct any other activities that cause an accumulation of manure on any Parcel. However, nothing in this Paragraph shall be deemed to prevent: (a) Developer or its duly authorized agent from using any Parcel owned by Developer as a sales office, sales model, property management office or rental office; or (b) any Owner or his duly authorized agent from renting or leasing any permanent residence for residential uses from time to time, subject to all of the provisions of this Declaration. Renting of guest houses is construed as a commercial use and is prohibited.

4.6.2 Approval. Architectural Review Committee approval must be obtained to add any structure to a Parcel or modify the exterior of any structure on a Parcel for allowed commercial use.

4.7 Normal Agricultural Uses. Normal agricultural uses and activities, including the raising of horses or cattle in a husband-like manner for the purpose of selling to a third party, or agricultural uses such as the production and sale of any crop produced on any Parcel shall be permitted, but said agricultural uses shall be restricted as follows:

4.7.1 Owner's Livestock. Up to 4 large animals per 20 acres will be allowed. A large animal means any animal exceeding twenty (20) pounds in weight. Any animals kept by an Owner must be kept

within the boundaries of the Owner's Parcel. No Parcel Owner may operate a swine farm, livestock feedlot, or commercial poultry farm or conduct any other activities that cause an accumulation of manure on any Parcel. No dog kenneling is allowed. No swines are allowed except for a child's 4-H project. A barn, corrals, and livestock facilities near the Owner's dwelling are allowed, so long as manure is not allowed to accumulate. Each owner may have up to three dogs. No Owner may allow animals, dogs or other household pets to run at large. Any violation can be fined by the Association.

4.7.2 Open Range. The Ranch has an open-range policy—Parcel owners must fence animals and/or recreational users out. Walking and horseback riding shall be allowed on all "SOLD" Parcels and unsold Parcels unless property is fenced. No walking or riding is allowed within three hundred feet (300') of any dwelling whether fenced or not. If Parcel owner's land is not properly fenced, cattle or other livestock may gain access to that land. Developer reserves the right to graze all lots and common areas for Developer's benefit with no payments to be made to Parcel owner. The Developer intends to continue using the property as an operating ranch. As a result, the Developer shall retain the right to have its livestock graze on all parcels not fenced by respective Owners.

4.8 Sanitation Requirements. No outside toilets or privies shall be permitted on any Parcel, except during periods of construction. All toilet facilities must be part of the residence or other structure and shall be of modern flush type and connected with a proper septic tank system.

4.9 Completion of Construction. Construction of any building or other structure on a Parcel must become completed within eighteen (18) months from the date of start of construction, or it will be considered a nuisance, and may be removed or otherwise abated by the Association at the sole cost and expense of the Owner of the Parcel on which such building or other structure is situated. The Association may set shorter or longer periods of time for good cause shown. The Architectural Committee may set longer periods of time for good cause shown.

4.10 Timber Cutting. An Owner may clear a building site of timber and shrubs and is encouraged to create fire safe zones around buildings. No other timber cutting is allowed which adversely affects the aesthetic quality of a Parcel or Parcels.

4.11 Mining: No mining, quarry, or excavation is allowed on any Parcels at the Ranch.

4.12 Signs. Signs are not allowed, except a sign no larger than nine square feet identifying the architect and the prime contractor during the course of construction, and a sign no larger than nine square feet for the Owner to advertise his home or Parcel for sale. No signs or advertising devices, including, but without limitation, commercial, political, informational, or directional signs or devices, shall be erected or maintained on any of the Parcels, except signs approved in writing by the Association as to size, materials, color, and location: (a) as necessary to identify ownership of the Parcel and its address; (b) as necessary to give directions; (c) as necessary to advise of rules and regulations; (d) as necessary to caution or warn of danger; and (e) as may be required by law.

SECTION 5: GENERAL RESTRICTIONS AND SPECIAL PERMISSIONS THAT APPLY TO ALL RANCH PROPERTY SUBJECT TO THESE COVENANTS.

5.1 Hunting and Shooting. Owners of all Parcels agree to allow the hunting of elk and deer to all other owners of the Flint Creek Ranch Cluster Phase I, II, & III (should Developer develop phases other than Phase I).

5.1.1 Parcel Owners are allowed to hunt on all unfenced Ranch property with the following exception: Acreages on the Ranch that have not been developed for sale by the Developer cannot be utilized by Parcel Owners for hunting purposes without the owner's written permission.

5.1.2 Parcel Owners are not allowed to shoot within three hundred feet (300') of any dwelling. Parcel Owners must make sure they clearly know the boundaries applying to this covenant.

5.1.3 **The ABSOLUTE ONLY** weapons allowed are flint lock rifles, shotguns without scopes, and bows and arrows (long and compound only). No crossbows are allowed.

5.1.4 **The portion of the Ranch Property** in the Conservation Easement is for the non-exclusive use of the Flint Creek Ranch Cluster Parcel Owners and these hunting restrictions and rules apply.

5.1.5 **Any breach** of this covenant will result in a fine levied by the Association and/or legal action taken by Association and/or the Developer.

5.2 **Maintenance of Property.** Each Owner shall maintain his Parcel and improvements in good repair and appearance at all times. No Owner may overgraze their Parcel or allow manure to accumulate. Each Parcel Owner shall be responsible for control and removal of noxious weeds on their Parcel. In the event a Parcel Owner does not remove noxious weeds on their Parcel, the Developer, prior to the "turn-over date" and Association, or its agents, after the turn-over date, or the applicable government authority (currently the County Weed Board) may enter the Parcel and take whatever steps necessary to remove noxious weeds at the expense of the Parcel Owner.

5.3 **Rental of Property.** Parcel Owners must notify the Association if they rent any interest in their Parcel, including but not limited to, their individual dwelling. Any Tenants of a Parcel, along with the Parcel Owner assume the responsibility to be compliant with the CCRs. A "guest house" may not be rented out separately from the main residence.

5.4 **No Noxious or Offensive Activity.** No noxious or offensive activity shall be carried out upon any Parcel or any portion of the Ranch property, nor shall anything be done or placed on any portion of the Ranch property which is or may become a nuisance to others.

5.5 **No Hazardous Activities.** No activities shall be conducted on any Parcel or any portion of the Ranch property and no improvements may be constructed on any portion of the Ranch which are or might be unsafe or hazardous to any person or property.

5.6 **No Annoying Lights, Sounds or Odors.** No light shall be emitted from any Parcel or other portion of the Ranch property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Parcel or other portion of the Ranch which is unreasonably loud or annoying including, but without limitation, speakers, horns, whistles, bells, or other sound devices; and no odors shall be emitted from any Parcel or other portion of the Ranch which are noxious or offensive to others.

5.7 **Refuse/Garbage.** Parcel Owners shall not allow garbage and junk to accumulate on their individual Parcels. Regular accumulation of refuse should be kept out of sight and hauled away on a regular basis. Owners must maintain their Parcel, including their buildings in good repair. There shall be no external burning of refuse.

5.8 **Preservation.** All current and future Parcel Owners of property or Parcels within the Flint Creek Ranch Cluster must act to preserve the natural features of the property (vegetation, drainage areas, water quality, etc.) in an effort to reduce the potential negative impacts on wildlife and wildlife habitat.

SECTION 6: ENFORCEMENT

6.1 **Declaration Attaches to the Land.** These Covenants, Conditions, and Restrictions, and Easements shall run with the land and shall be binding upon the present owners and all subsequent owners of any Parcel.

6.2 **Amendment of Declarations.** These Declarations may be amended by a majority vote of the Parcel Owners. Each Parcel shall have one vote. No amendment of these Declarations may change or increase the obligations or rights of the Developer without its express written consent, as the case may be. No amendment of these Declarations may diminish a Parcel Owner's right of ingress and egress.

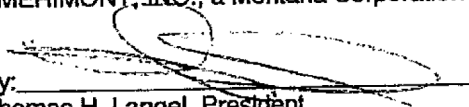
6.3 **Enforcement.** The provisions of this Declaration, or any lawful amendments, may be enforced by the Association, by the Developer prior to the "turn-over date," and by any Parcel Owner by using either an action for damages arising out of a violation, an action to abate a nuisance, an action to restrain a threatened or prospective violation or restrain a continuing violation, or any other remedy permitted by law or equity. In any action of the enforcement of the Declarations, if the relief prayed for is granted in whole or in part, the person or entity bringing the action shall be entitled to recover costs for the action, including reasonable attorney's fees. A Parcel Owner may also in addition to or as a preliminary action, bring the matter to the Association and ask for a remedy, a resolution, or a fine or all of the above. The Association has the right to levy a fine by affixing a lien on a Parcel for non-compliance with the covenants contained in this Declaration.

6.4 **Severability.** Should any provision of this Declaration be void or become invalid or unenforceable in law or equity by judgment, or court order, the remaining provisions hereof shall be and remain in full force and effect.

SECTION 7: MORTGAGE PROTECTION. A breach of any of these Covenants, Conditions and Restrictions contained herein shall not render invalid the lien, encumbrance of any mortgage, or security interest on any Parcel if such mortgage, lien, or security interest is made in good faith and for value. Further, any lien for unpaid assessments or any fine or penalty levied by the Association is junior and subject to any valid mortgage, encumbrance, or security interest in any Parcel.

IN WITNESS WHEREOF, AMERIMONT, INC. HAS SIGNED THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON THE DATE SET FORTH IN THE ACKNOWLEDGMENT.

AMERIMONT, INC., a Montana Corporation

By: 
Thomas H. Langel, President

STATE OF MONTANA)

County of Helena) : ss

This instrument was acknowledged before me on the 9 day of November 2005, by Thomas H. Langel, for AmeriMont, Inc.

Robin S. Wanner
Robin S. Wanner
Notary Public of the State of Montana
Residing at Manhattan Montana
My Commission Expires: December 08, 2006

