

**DECLARATION OF CONDITIONS, COVENANTS
AND RESTRICTIONS FOR JERICHO BAY SUBDIVISION,
PHASES I, II, AND III
GRANITE COUNTY, MONTANA
Revised 4/7/98**

WHEREAS, the Declarants Floyd C. Bossard, F.C. Bossard Defined Benefit Plan, Margaret J. Bossard, Margaret B. Bossard, Brian J. Bossard, Janice M. Elliot, Julie B. Norman and Jack L. McLeod, L.L.C. are the owners of certain property in Granite County, Montana to wit. Subdivision, Plat # _____, recorded at Granite County, Montana as Document # _____, and the Declarants are desirous of placing certain restrictions, limitations and regulations as to the use of said Jericho Bay Major Subdivision Phases I, II and III.

NOW THEREFORE, the Declarants do hereby establish, dedicate, declare, publish and impose upon premises the following protective covenants which shall run with the land and shall be binding upon and be for the benefit and value of Jericho Bay Subdivision Phases I, II, and III, and all persons claiming under it, its grantees, successors, and assigns and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use and development of the premises. The conditions, covenants and restrictions shall apply to the entire Jericho Bay Subdivision Phases I, II, and III, and to all improvements placed or erected thereon unless otherwise specifically excepted and shall be in existence and full force and effort until 12:01 a.m., July 1, 2027, unless otherwise terminated by law or amended as herein provided.

USE

A. RESIDENTIAL LOTS

a. All lots, tracts, or parcels so divided shall be used for single family residences and attached or detached garages. No single family dwelling may be used for condominium or time share purposes. Further, no single family dwelling may be rented on a daily, weekly or monthly basis except that leases of six months or longer are allowed.

b. No building or improvement shall be placed, constructed, reconstructed, altered or remodeled on any single residential lot except to provide for a single family dwelling erected on said site. No building or structure previously constructed shall be moved or relocated to any residential lot within this subdivision.

c. No tents, campers or mobile units or modular homes shall be used for habitation on any lot. The recreational use by children of tents is allowed so long as tents are not used for permanent or seasonal habitation by adults nor interfere with the peace and tranquility enjoyed by adjacent or nearby lot owners.

During construction of a single family residence a camper or a single wide mobile home may be placed on a lot for no longer than one year, but said unit must be self contained and cannot be used for seasonal habitation.

d. Each dwelling shall be constructed so as to include not less than 960 square feet of living space, exclusive of open porches, patios, carports, garages, or basements. The garage shall not be used to store commercial or industrial equipment. No building structure, alteration or improvement shall exceed a designed height of thirty two (32) feet as measured from the top of the basement floor to the apex of the exterior roof line or nor said height exceed a designed height of twenty eight (28) feet as measured from the ground height of the interior crawl space to the apex of the roof line. Modular homes constructed with non reflective siding (metal or vinyl) or having muted exterior siding and roofing placed on permanent foundations may be allowed solely at the discretion of the Architectural Committee. Plans and specifications as well as color samples of all roofing and siding for a modular dwelling must be submitted to the architectural committee prior to undertaking any construction activities.

Mobile homes are defined as units designed with running gear attached. Modular homes are defined as self contained or as transported to a site with non attached running gear.

e. No building structure be erected, placed or constructed, altered or remodeled so as to be less than fifty (50) feet from the front lot line, less than fifteen (15) feet from the side lot line or less than fifty (50) feet from the rear property line.

f. The placement of any structure shall be so as not to unreasonably interfere with the view, building sites, elevations and general aesthetics considerations of nearby or adjoining lots. Any disputes arising from the placement of a structure of any whatsoever nature shall be mediated and controlled by a majority vote of the Architectural Committee (Section G).

B. HEALTH AND SANITATION

a. Sanitation - No on-site septic system shall be placed, constructed or altered in such a manner as to constitute a health hazard to adjoining lots nor shall any septic system be placed, constructed or altered in a location save and except that location as approved on the plat submitted to the sanitation official of Granite County, Montana and the Department of Environmental Quality and its successors.

b. All on-site septic systems shall be approved by the sanitarian of Granite County, Montana and shall be placed and constructed in accordance with the laws, rules and regulations of the Montana Department of Health and Environmental Quality and its

successors. Location of septic systems and wells must be approved in advance by MDEQ and the Granite County Sanitarian.

c. All on-site septic systems shall receive periodic maintenance so as not to become offensive to adjacent or adjoining lot owners. These covenants specifically prohibit the use or continued use of a septic system that proves a hazard to adjoining or adjacent lot owners. No toxic or hazardous wastes or chemicals can be disposed of in the septic system.

d. All domestic wells shall be placed at a location on a lot so as to be in full compliance with sanitation requirements of Granite County, Montana as well as the Montana Department of Environmental Quality and its successors.

e. The owners of a lot shall be responsible for the orderly removal of junk, garbage, litter, and trash so as to not unduly impact the values of adjoining lots.

f. No lot may be used for the storage of pickup camper units, camp trailers, motor homes, utility trailers, snowmobile trailers which are not fenced or screened from the view of adjoining or adjacent lots. No inoperable vehicles of any whatsoever nature may be stored on any lot.

g. No open fires of any nature are allowed on any lot except in a designated fire pit or barbecue. All lot owners shall maintain grass, trees and shrubs in such a manner as to not constitute a fire hazard to their lot or adjoining lots.

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

i. No noxious chemicals including P.C.B. or industrial solvents are allowed to be stored on or maintained on any lot.

j. The phosphorous content of household cleaning products used in any dwelling is limited to less than 0.5% (one-half of one percent or less) except that:

a. Automatic dishwashing detergent may contain 8.7% phosphorous and;

b. Chemical water conditioners may contain up to 20.0% phosphorous.

k. Twelve inch or eighteen inch culvert (20 feet long) will be installed under driveway approaches by the developer. Property owners are responsible for keeping them unplugged.

C. EASEMENTS, UTILITIES, SATELLITE SYSTEMS

a. Easements for roads, drainage, electricity, telephone, water, cable television and all other utilities are hereby reserved on the Certificate of Survey plat. All utilities shall be buried.

b. Easement areas may be landscaped by lot owners as to enhance their appearance so long as the landscaping does not interfere with the use of the property as an easement.

c. No satellite TV antenna may be placed on any lot which has a diameter greater than four (4) feet. All satellite antennas shall be affixed to the dwelling or located within 10 feet of the dwelling and must be placed so as not to interfere with the view of the adjoining lot owners.

d. No amateur radio antennas may be placed on any lot within this subdivision that has a height greater than twenty (20) feet from the earth surface.

D. ANIMALS

a. Animals such as dogs, cats and birds are allowed in the subdivision as pets only and so long as they do not constitute a nuisance to others. The commercial breeding, care, raising or keeping of any animal is forbidden. Animals must be under the control of the owner and any animal that constitutes a continuing nuisance shall be controlled by a leash or a kennel. No dogs, cats or birds shall be allowed to endanger wildlife. Continual violation of this covenant will constitute grounds for the removal and prohibition of the animal from the subdivision.

b. Horses and pack llamas are allowed on any lot containing three or more acres so long as they are contained within a fenced area and their occupancy is for a period of time not greater than ten days in any calendar month from May 1st through December 1st. All animal residue must be collected and removed from the said lot in a timely manner.

E. MINING AND ENVIRONMENT

a. No mining, quarry, excavation, oil drilling, or development of any kind shall be allowed in or on the premises except for such excavation as may be necessary in connection with the construction or placing of improvements thereon in accordance with the terms and restrictions of these covenants.

b. Except for clearing of roads, buildings or improvements, no timber may be removed or harvested from any lot within the subdivision. The removal of dead or decaying timber or shrubs is allowed. The thinning of timber for aesthetic enhancement of view is allowed.

c. Every attempt shall be made to preserve and protect the environment indigenous to the area. Disturbance, destruction, or damage to all plant life, all animal life, and their natural habitats, is strictly forbidden except where absolutely necessary for the placement or construction of improvements. All ground disturbances of any nature shall be returned as quickly as possible to their natural condition and replanted with native plant except where otherwise utilized for lawns, gardens, or exterior living areas. Every building plan submitted to the Architectural Committee must include a remediation and landscape plan.

d. The lot owner shall control all noxious weeds and plants and shall eradicate them in accord with acceptable practices and rules as promulgated by the Weed Control Board of Granite County, Montana. Failure by a lot owner to control noxious weeds shall constitute a breach of these covenants and shall allow for chemical eradication by Granite County or the homeowners association with the cost being the responsibility of the lot owner.

F. COMMERCIAL ACTIVITIES, SIGNS AND ADVERTISING

a. No lot within the subdivision nor improvements constructed thereon shall be used for commercial activities or purposes of any nature save and except those professional practices that may be carried on within the confines of a single family dwelling and which do not require on-site client services.

b. All signs, billboards, posters, and advertisements are specifically prohibited unless they shall have received the approval of the Architectural Committee. The Declarants reserve the right to place appropriate signage during the marketing of the lots, but once all marketing activities cease, all signage will be removed.

G. ARCHITECTURAL COMMITTEE

a. There is hereby created an Architectural Committee which is herein referred to as the "Committee" or the "Architectural Committee", which shall consist of three persons. One member of the committee shall be appointed by the lot owners and one by the developer. The members shall select the third member who must be a property owner. Each committee member shall have one vote and in the case of an impasse in voting, the committee shall submit an impasse to an impartial arbitrator whose decision shall be final.

b. No building, construction, reconstruction, alteration, remodeling, landscaping, parking fence, wall, or other improvement shall be placed, constructed, erected, repaired, restored, reconstructed, altered, remodeled, added to or maintained on any lot, site or tract until building drawings, plans and specifications and such other information as the committee may reasonably require, including without being submitted to, and

approved by, a majority of the committee in writing; nor may the same be commenced until the committee shall have issued a permit allowing for such improvements. The committee shall recognize and approve colors that blend and compliment the natural environment.

c. The Committee shall require that all construction complies with the provision of the following standard codes or their amendments:

Uniform Building Code
International Conference of Building Officials
National Plumbing Code
National Electrical Code
National Fire Protective Association
Building Codes of Granite County, Montana, if any
All building roof material shall be Class "A" or "B" as specified in the fire rating guideline of attached Appendix "A"

d. The Committee shall have the authority to reject the materials, designs and colors submitted within plans or the plans themselves if they are not compatible, or are inappropriate, to the rest of the subdivision.

e. All improvements, construction, reconstruction, alterations, remodeling or any activity requiring the approval of the Committee must be completed in substantial compliance with the plans and specifications initially approved by the Committee and for which permits have been issued.

f. The Committee shall have the power, authority, standing and right to enforce these covenants in any court of law or equity when it reasonably believes the same have been violated and as more partially set forth in paragraph g4 (below), and shall have the authority to revoke or suspend building permits and/or order the suspension or cessation of any construction or work in violation of these covenants or of any permitted issued by the Committee.

g. The Committee shall be governed by the following guidelines in its consideration of the plans and specifications submitted for its approval.

1. It must recognize that the subdivision is a part of an overall plan to formulate and develop additional areas on Jericho Bay in conformance with the orderly development of the entire area.
2. In considering any plans and specifications, the Committee shall examine the suitability of the same to the site, including materials of which it is to be constructed, as well as the relationship of the same to the Jericho Bay adjacent properties.

3. No plans or specifications shall be approved which will be so similar or dissimilar to other improvements or structures that monetary or aesthetic values will be impaired.
4. All plans or specifications shall be in full compliance with all of the terms and provisions of these covenants, except for any variances, which may have been granted by the Committee for such plans and specifications.

h. All construction on or in the premises shall be diligently completed within 12 months of commencement unless specific written extension is granted by the Committee. No construction material shall at any time be placed or stored so as to impede, obstruct, or interfere with pedestrian or vehicular traffic and no construction materials shall be placed or stored on residential lots or tracts for a period not to exceed 30 days following substantial completion of construction as shall be determined by the Committee.

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

j. The lot owner shall obtain all required county and state permits prior to initiation of construction.

k. The Committee or individual members thereof may not be held liable by any person for any damages which may result from Committee action taken pursuant to these covenants, including but not by way of limitation, damages which may result from correction, amendment, change or rejection of plans, the issuance, suspension or enforcement of building permits or any delays associated with such action on the part of the Committee.

H. HOMEOWNERS ASSOCIATION AND COMMON AREA

a. Each lot owner shall become a member of Jericho Bay Homeowners Association and abide by its laws.

b. The common area of 5.945 acres shall be held in ownership by the Jericho Bay Homeowners Association and shall be subject to its by-laws and administration. The common areas may be developed by those lot owners that do not own a lot sharing a common boundary with Georgetown Lake. Development includes installation of common boat docks, barbecue pits, beach game areas, privacy fencing, lighting and landscaping. No vehicle parking is allowed in the common area. No ATV's are allowed to be used on the common area. The real estate taxes for said common area shall be the responsibility of the lot owners that do not share a common boundary with Georgetown Lake.

c. Guests may use the common area when accompanied by or under the direct control of a lot owner.

d. Property taxes on the common area are to be prorated among the interior lot owners, those lot owners that do not share a common boundary with Georgetown Lake.

e. It shall be the responsibility of the homeowners association to maintain the roadside ditches and drain water settling basins in a manner that no surface drain water is allowed to enter Georgetown Lake.

f. It shall be the responsibility of the Homeowners Association to repair and maintain the private roadways within the subdivision until such time by petition said roadways are dedicated to Granite County, Montana by acceptance of the governing body of Granite County.

g. The common area is for use by the owners of the interior lots only (maximum of twenty-seven owned lots).

h. No annual assessment shall be made for more than two hundred and fifty dollars per lot without approval of a three-quarters majority of the lot owners. Lakeshore lots will not be assessed for improvements and maintenance of the common area or the private roads.

I. NUISANCE

No noxious or offensive use or activity shall be carried on within the subdivision nor anything done or permitted on or in the premises which shall constitute a public nuisance.

J. PARKING

All parking of vehicles shall be on the individual sites so as not to impede fire and public utility services.

K. AMENDMENT

These covenants, or any portion thereof, may be amended, abandoned, terminated, modified, or supplemented at any time by the written consent, duly recorded with the office of the Clerk and Recorder, Granite County, Montana, of the owner of seventy-five percent (75%) of the privately owned land included within the boundaries of the subdivision.

L. ENFORCEMENT

a. In the event of any violation or threatened violation of these covenants, any owner of real property in the premises, or the Committee, may enforce these covenants by legal proceedings in a

court of law or equity, including the seeking of injunctive relief and damages. In association with such legal proceedings or as a separate remedy, such owner or the Committee may enter upon the property in question and remove, remedy or abate the violation or threatened violation after first having given proper notice and a reasonable opportunity for the violator to take action himself to comply with these covenants as set forth below.

b. Notice as required in paragraph L-a above, shall be in writing and shall be served on the person or entity concerned and shall specify the violation or threatened violation, identify the property, demand compliance with the terms and conditions of these covenants and shall state the action which will be taken under paragraph L-a above if the violation or threatened violation is not abated, remedied, or satisfied. If such notice cannot be personally served after a reasonable effort to locate the person or entity to be served, service may be had by posting a copy of such notice at a conspicuous place on the property which is the subject of such violation and mailing a copy of the notice by Certified Mail, return receipt requested, to the last known address or address of record, of the violator. Such notice must further be provided for a period of fifteen (15) days from the date of personal service of such notice, or thirty (30) days from the date of posting and mailing of the same, within which compliance can be had with these covenants before any self help, abatement, entry or commencement of litigation as provided in paragraph L-a above can be commenced.

c. No owner or member of the Committee shall be liable to any person or entity for any entry, self help, or abatement of a violation or threatened violation of these covenants and all owners or leases of real property shall be deemed to have waived any and all rights or claims to or for damages for any loss or injury resulting from action taken to abate, remedy, or satisfy any violation or threatened violation of these covenants. Exception to the above shall exist for loss, injury or damage for intentionally wrongful acts.

d. Actual costs, expenses, and reasonable attorney's fees connected with correcting, remedying, abating, preventing or removing any violation or threatened violation of these covenants incurred either through litigation, entry, or self-help shall constitute a claim by the owner or the Committee initiating such action against the owner of the property which is subject of such violation or threatened violation. Such claim shall not, however, exceed Five Thousand Dollars (\$5,000) for any one claim and shall be enforceable through appropriate court actions. The owner or the Committee making such claim may file a lien against the subject property in the amount of and for the collection of the claim by filing a verified statement of the lien with the office of the Clerk and Recorder, Granite County, Montana. Such lien statement must set forth the names of the claimant, the date of the claim,

and a brief statement of the manner in which the costs and expenses of the claim were incurred. Once filed, the lien shall remain on record as a claim against the property until paid in full or foreclosed in the manner otherwise provided by the law, subject to rights of redemption.

M. SEVERABILITY

A determination of invalidity of any one or more of the covenants or conditions thereof by judgement, order or decree of a court shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

Floyd C. Bossard
Floyd C. Bossard

Floyd C. Bossard, Administrator
F.C. Bossard Defined Benefit Plan

Margaret J. Bossard
Margaret J. Bossard

Margaret B. Bossard
Margaret B. Bossard

Brian J. Bossard
Brian J. Bossard

Janice M. Elliot
Janice M. Elliot

Julie B. Norman
Julie B. Norman

Jack L. McLeod
Jack L. McLeod, L.L.C.

STATE OF MONTANA)
)
County of Silver Bow) :SS.

On this 11th day of April in the year 1998,
before me, Judy J. Fisher a Notary Public for the
State of Montana, personally appeared FLOYD C. BOSSARD, MARGARET J.
BOSSARD, MARGARET B. BOSSARD, BRIAN J. BOSSARD, JANICE M. ELLIOT,
JULIE B. NORMAN, RICHARD C. BOSSARD, JACK L. McLEOD, to me
personally known to be the persons described in and whose names are
subscribed to the within instrument, and acknowledged to me that
they have executed the same.

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

Judy J. Fisher
Notary Public for the State of MT
Residing at: Butte
My Commission Expires: 3-14-99

(SEAL)

APPENDIX A. FIRE RATING OF ROOFING MATERIALS

Fire Rating	Type of Material	Spread Index***
Class A	Slate	0-25
	Rock Shingle	
	Concrete tile	
	Fiberglass based:	
	- asphalt shingle - rolled roofing	
Class B	Aluminum shingle	26-75
	Aluminum or steel panels	
	Periodically treated	
	- wood shingle or shake plus heat barrier	
Class C	Felt-tar based	76-200
	- asphalt shingle	
	- rolled roofing	
	Asphalt tar gravel	
	Periodically treated	
	- wood shake - wood shingle	
Not Rated	Untreated wood shingle or shake	200++

The Spread Index is determined by the UL Tunnel Test that uses samples of 20 inches by 25 feet of building materials and compares the Flame Spread to Asbestos Cement Board (rated as 0) and uncoated red oak (rated as 100).

The National Fire Protection Association (NFPA) has adopted these classifications based on the American Society for Testing and Materials ASTM-E-84 (UL Tunnel) test results. Federal, State, and local authorities accept these classifications.

FILED FOR RECORD

April 24, 1998

at *10* minutes past *11* o'clock

A.M.

County Recorder

Janche Pederson

Deputy

37185

048340 Roll - 53 Page - 0862

Recorded 06/25/2004 At 03:10 PM

BLANCHE PEDERSON, Cty Granite Clerk and Recorder

Fee: \$.00, By LW Graham, Deputy

**Amendment to Declaration of Conditions,
Covenants and Restrictions for
Jericho Bay Subdivision
Phases I, II, and III
Granite County, Montana**

Whereas the Declaration of Conditions, Covenants, and Restrictions for Jericho Bay Subdivision Phases I, II, and III in Granite County, Montana have been filed by the Granite County Clerk and Recorder as Document #37185 on April 24, 1998. Section K of these covenants provide for amendment by written consent of seventy-five percent (75%) of lot owners. At this time, 26 of 33 homeowners, which constitutes more than 75% of all lot owners, have provided written consent for the following amendment of Section H of these covenants.

Now Therefore, Section H of these covenants shall be replaced by the following with all other parts of these covenants left unchanged.

H. HOMEOWNERS ASSOCIATION AND COMMON AREA

a. Each lot owner shall become a member of Jericho Bay Homeowner's Association Phases I, II, and III, and abide by its laws.

b. The common area of 5.945 acres shall be held in ownership by the Jericho Bay Homeowner's Association Phases I, II, and III, and shall be subject to its by-laws and administration. The common areas may be developed by the Jericho Bay Homeowner's Association Phases I, II, and III, through the coordination of the Board of Directors. Development includes installation of common boat docks, barbecue pits, beach game areas, privacy fencing, lighting and landscaping. No vehicle parking is allowed in the common area. No ATV's are allowed to be used on the common area.

c. Guests may use the common area when accompanied by or under the direct control of the lot owner.

d. Property taxes on the common area will be paid by Jericho Bay Homeowner's Association Phases I, II, and III through funds raised by association dues.

e. It shall be the responsibility of the Homeowner's Association to maintain the roadside ditches and drain water-settling basins in a manner that no surface drain water is allowed to enter Georgetown Lake.

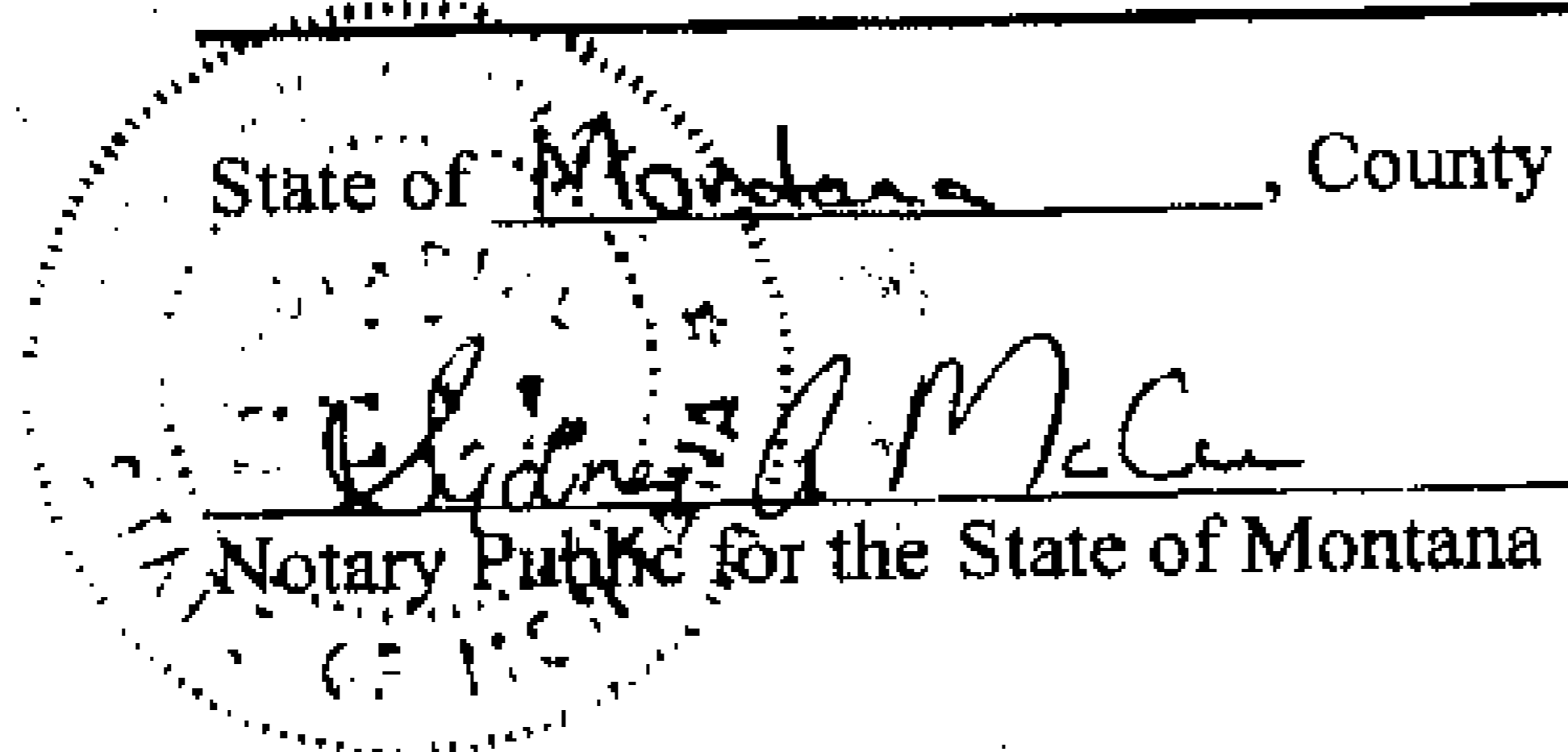
f. It shall be the responsibility of the Homeowner's Association to repair and maintain the private roadways within the subdivision until such time by petition said roadways are dedicated to Granite County, Montana by acceptance of the governing body of Granite County.

g. The common area is for use by the lot owners of Jericho Bay Homeowner's Association Phases I, II, and III only (maximum of thirty-three (33) lots).

h. No annual assessment shall be made for more than two hundred and fifty dollars per lot without approval of a three-quarters majority of the lot owners.

William C Phelan
Bill Phelan, President
Jericho Bay Homeowner's Association
Phases I, II, and III

6-24-04
Date



State of Montana, County of Missoula

Richard A. McCann
Notary Public for the State of Montana

Residing at Missoula
My Commission expires 5-19-2008