

State of Montana }
County of Carbon }

SS This instrument file # 32766 was filed in my
office this 26th day of Apr 2007
at 4:50 o'clock P m.

Linda M. Ladvala

County Clerk - Recorder

by Marvin Hengman, Dpty
Fee \$ 153.00 pd

Return to: Richard O. Stout

1353 Awatukee Trail

Hudson, WI 54016

327606

WOODLANDS ON ROCK CREEK

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this 26th day of April, 2007, by Richard O. Stout and Janet P. Stout and Rock Creek Properties, LLC, and Kevin and Rebecca Osman, whose mailing address is 1353 Awatukee Trail, Hudson WI 54016. Declarants make this declaration upon the basis of the following facts and intentions:

A. Declarants are the owners of the following described real property located in Carbon County, Montana:

Woodlands on Rock Creek, in Carbon County, Montana, on file and of record in the Office of the Clerk and Recorder of said County as Plat No. 2200, Document No. 327605.

B. Declarants plan to subdivide and develop the Property and impose thereon beneficial protective covenants under a general plan of improvement for the benefit of all such real property, every part and every interest therein.

NOW, THEREFORE, Declarants hereby declare that the Property shall be held, sold, conveyed, encumbered, used, occupied and improved subject to the following easements, restrictions, covenants and conditions, (hereinafter collectively referred to as "covenants"), all of which are in furtherance of a plan for subdivision, improvement and sale of said real property and are established for the purpose of enhancing the value, desirability and attractiveness of the real property and every part thereof. All of the easements, restrictions, covenants 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 or any part thereof, and inure to the benefit of and be binding upon each successor in interest of such owners.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean Woodlands on Rock Creek Owners Association, Inc., its successors and assigns.

Section 2. "Common area" shall mean all real property which the Association owns or in which it acquires an interest for the common use and enjoyment of more than one member. Said interests or interests may include, without limitation, estates in fee, estates for a term of years or easements.

Section 3. "Lot" shall mean any lot shown on a recorded subdivision plat of a portion of the Property, except any lot designated as common area, whether or not the same shall be named "park lot" or road, whether or not such road is denominated as "street", "lane", "drive" or the like.

Section 4. "Member shall mean any person or entity holding membership or equity in the Association pursuant to its articles of incorporation and its bylaws.

Section 5. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Property" shall mean; Woodlands on Rock Creek, in Carbon County, Montana, on file and of record in the Office of the Clerk and Recorder of said County as Plat No. 2200, Document No. 327605.

Section 7. "Wetlands" shall mean the area designated as such on the Plat.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners Easements of Enjoyment. Every owner or resident of any Lot within the subdivision has a right and easement of enjoyment in and to the park land designated on the Plat as "Park Lot A" and "Park Lot B" , as well as a right to the use and enjoyment of all roads and the walkway which runs between Lots 4 and 5, which rights shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (A) Lot 1, which is not accessed by internal Subdivision roads, shall not be assessed any charges related to road maintenance;
- (B) The right of the Association to charge reasonable fees for, but not limited to, the operation, improvement, maintenance and repair of the Common Area, the sewer system, storm water detention facilities, bridges in Park land, roads and walkway, weed control measures and fire protection system within the Subdivision and any property taxes levied against any Common Area.
- (C) The right of the Association to suspend the services provided by the Association and/or the right to the use of common facilities by an owner for any period during which any assessment against his lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;

