

475094

Return after recording to:
Plum Creek Land Company
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Kathleen S. Sims

STATE OF MONTANA, COUNTY OF LAKE
Recorded At 9:39 O'clock A M DEC 4 2006
Microfilm 475094 RUTH E. HODGES Recorder
Fees \$ 14000 By [Signature] Deputy

Big Hawk Subdivision

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration is made this 21st day of NOVEMBER, 2006, by Plum Creek Land Company, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the Owner of certain real property located in Lake County, Montana, as hereinafter described and commonly known as Big Hawk, a subdivision, the plat or map of which is on file and of record in the office of the County Clerk and Recorder of Lake County, Montana, and;

WHEREAS, Declarant is desirous of subjecting said real property to covenants, conditions and restrictions hereinafter set forth, each of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with the said property, and each and every parcel thereof, and any owner thereof;

NOW THEREFORE, the Declarant hereby declares that the real property hereinafter described is and shall be held, transferred, sold and conveyed subject to the covenants, conditions and restrictions hereinafter set forth.

ARTICLE I PROPERTY

The real property which is and shall be held, transferred, sold and conveyed subject to the covenants, conditions, and restrictions hereinafter set forth, is located in Lake County, Montana, and is more particularly described as follows to wit:

Big Hawk Subdivision, located in Section 19, Township 26 North, Range 18 West, Lake County, Montana, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Lake County, Montana, also including an emergency access roadway extending from the northwest corner of the subdivision between Lots 22 and 23 to Montana Highway 83 as

described in document No. 453532 in the Office of the Lake County Clerk and Recorder.

ARTICLE II
DEFINITIONS

1. "Articles of Incorporation" shall mean the Articles of Incorporation of Big Hawk Homeowners Association, Inc., as the same may be amended from time to time.
2. "Bylaws" shall mean the Bylaws of Big Hawk Homeowners Association, Inc., as the same may be amended from time to time.
3. "Common Area" means the property which is subject to this Declaration, but excluding the individual Lots within the Property and excluding the Montana State Highway 83. The Common Area includes the areas shown on the plat as "Community Park" and the roads shown on the plat as Big Rock Way, Spring Slide, Tranquil Place, and Orvis Evans Drive. The Common Area may also include a Common Fire Suppression Systems, if any, within the Community Park or other areas designated on the Plat as Common Area or for common use by all Lot Owners. The Common Area shall also include any other property acquired in the future by the Homeowners Association for the benefit of the Owners of Big Hawk.
4. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions of Big Hawk, as it may be amended from time to time.
5. "First Mortgage" means any mortgage, deed of trust, trust indenture, contract for deed, or other similar financial encumbrance granted by an Owner to secure a debt, which is recorded in the office of the Clerk and Recorder of Lake County, Montana, which encumbers a Lot, and which is first in priority among all such mortgages, deeds of trust, trust indentures or other similar financial encumbrances. There can only be one First Mortgage with respect to a Lot.
6. "Homeowners Association" shall mean Big Hawk Homeowners Association, Inc., and its successors and assigns.
7. "Lot" shall mean any plot of land designated as a lot upon any recorded subdivision plat map of the Property, including any such land owned by Declarant. The Common Areas are not considered to be Lots. Any parcel of property owned, held or used by the Homeowners Association or owned, held or used in common by the Owners shall not be considered a Lot.
8. "Native Growth Protection Easements" shall mean the areas shown on the plat of Big Hawk Subdivision as Native Growth Protection Easements. Without the prior, written consent of the Army Corps of Engineers, no permanent improvements shall be constructed within the Native Growth Protection Easement and no changes to any vegetation within the Native Growth Protection Easement shall be permitted, except for (a) measures taken to control noxious weeds,

(b) improvements for storm water facilities, (c) construction and maintenance of one driveway not more than fifteen (15) feet wide per Lot for each of Lots 32 through 36, and (d) one (1) emergency access road as shown on the Plat.

9. "Owner" shall mean the record owner of fee simple title to any Lot and shall include a person purchasing a Lot under a contract for deed which is recorded (or an abstract of which is recorded) in the records of Lake County, Montana. The term "Owner" shall include Declarant to the extent it is the owner of fee simple title to a Lot.

10. "Period of Declarant Control" shall mean the period beginning on the date this Declaration is first recorded in the office of the Clerk and Recorder of Lake County, Montana, and ending on the earlier of: (a) the date which is (10) years later, (b) the date on which the Declarant has sold (90%) of the Lots within Big Hawk, or (c) the date on which Declarant notifies the Homeowners Association in writing that Declarant has elected to terminate the Period of Declarant Control. After the termination of the Period of Declarant Control, Declarant, if still an Owner, will continue to have all the rights and duties ordinarily given to Owners under this Declaration.

11. "Plat" shall mean the final plat map of Big Hawk recorded with the office of the Clerk and Recorder of Lake County, Montana.

12. "Property" and "Big Hawk" shall mean the real property described in Article I above.

ARTICLE III PURPOSE

The Property is subjected to the covenants, conditions and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the Owners of building sites and the value of their property; to preserve so far as is practicable the natural beauty, wildlife habitat and environment of the Property; to guard against the erection thereon of structures built of improper or unsuitable material; to encourage and secure the erection of attractive homes thereon; and to adequately provide for a high quality of improvements made by purchasers of Lots thereon.

ARTICLE IV PROTECTIVE RESTRICTIONS

1. Land Use and Building Type: A Lot may only be used for single-family residences, limited home business and recreational purposes. Businesses such as architects, engineers, artists and other professions or home businesses not requiring more than three (3) trips daily shall be allowed.

2. Dwelling Size: No dwelling shall be permitted on any Lot of less than one thousand eight hundred (1,800) square feet of living area on the main level for a dwelling. For the purpose of

this paragraph, the basement, unless walkout, porch, steps, balconies and garage, shall not be considered part of the living area. No structure of a temporary character, trailer, basement, tent, garage, barn, or other outbuilding shall be used on any Lot, at any time as a residence, except as provided for in Article IV Section 19 below.

3. Dwelling Construction: All dwellings shall be constructed within the boundaries of the Lot and shall be permanent in nature. All dwellings shall be placed on a permanent foundation. No structure of any kind, and particularly those commonly known as "mobile home," "modular home," or prefabricated structure designed to be moved or hauled on wheels or of "boxed" steel metal shall be built or moved onto any Lot. Only new materials may be used, except for used brick, beams and the like for any integral part of the architecture of the building. Roofs of structures shall be constructed of Class A and Class B fire resistant roofing materials, and kept free of debris such as pine needles, leaves, moss, etc. All Roofs shall have a pitch of 6:12 or greater. Roof colors shall be required to be in subdued, "earth tones" such as will tend to harmonize with the vegetation of the area and tend to preserve the natural viewscape. All proposed construction shall first be reviewed and approved by the Architectural Review Committee in accordance with Article VII hereof. A Building Notification Permit is required to be obtained from the Lake County Planning Department prior to construction.

4. All Buildings: All buildings located upon any Lot including, without limitation, barns, stables, garages, and tool sheds shall be in keeping with the architecture of the other buildings located on the Lot, be kept in good repair and appearance, and maintained in a sanitary condition with strict fly and pest control measures. Side yard setbacks may be modified to the extent permitted by local law and ordinance, and with the prior consent of the Architectural Control Committee having first been obtained by the Owner.

5. Exterior Maintenance: Each Owner of a Lot on which there is a structure shall provide exterior maintenance upon such Lot and structure to include painting and repairing the structures; maintaining the lawn and grounds to preclude noxious weeds and other noxious growths; and not permitting refuse piles or other unsightly objects to accumulate or remain on the grounds. Paint on buildings, fences and other structure shall be required to be in subdued, "earth tones" such as will tend to harmonize with the vegetation of the area and tend to preserve the natural viewscape. All outdoor lighting shall be downward pointed and side shielded.

6. Building Locations: No building shall be located on any Lot nearer than one hundred (100) feet to the front and fifty (50) feet to the rear property line or nearer than fifty (50) feet to any side Lot line. Written exception to this requirement may be granted by the Architectural Review Committee. No dwelling or outbuilding shall be located within one hundred (100) feet of any stream or wetland area shown on the Big Hawk subdivision plat filed in the office of the Lake County Clerk and Recorder.

7. Animals: All animals shall be kept under full control of the Lot Owner, and shall not be permitted to run at large. No animals or birds of any kind shall be raised, bred, kept or maintained on any lot except as herein provided:

- a. Animals shall not be raised, bred, kept or maintained for any commercial purpose.
- b. Dogs shall be confined to the immediate residential area in such a manner as to insure the safety of wildlife and neighboring livestock. Dogs and cats shall be fed exclusively indoors.
- c. Swine, sheep, fowl, rabbits and goats are expressly prohibited.
- d. Prohibit cattle, horses and other large animals on lots less than 10 acres. No more than two (2) horses shall be allowed on Lots ten (10) acres and larger except that no more than four (4) horses shall be allowed on Lots twenty (20) acres and larger. No cattle, horses or other large animal shall be permitted on any Lot smaller than ten acres without a written exemption from the Board of Directors. If any Lot Owner wishes to keep any large animal other than a horse, the Lot Owner must first obtain the written permission of the Board of Directors.
- e. All owners shall exercise good land stewardship and shall not overgraze their property or allow weeds to accumulate on the Property. The Architectural Control Committee shall have jurisdiction over this issue.
- f. All animals, birds and pets maintained on any Lot under the foregoing provisions must further not create or cause a violation of any of the other covenants contained herein, such as an annoyance, nuisance, or disturbance to the neighborhood or the residents of any of the other Lots, and must be confined to the Owners' Property in an enclosure which is not unsightly and which has been constructed in conformity to the provisions hereof relating to outbuildings. All Owners shall comply with any and all other ordinance, rule or regulation of Lake County or the State of Montana regarding domestic animals.

8. Garbage: No Lot or any part thereof shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in bear proof containers. Such containers must be kept in a garage or other enclosed area. Compost piles and the burying and burning of solid waste are prohibited. All construction waste must be disposed of legally at an approved facility.

9. Sewage Disposal: Septic systems must be approved and inspected by the County Sanitarian. Prior to the initial residential construction or site preparation, the Lot Owner shall secure a septic permit from the Lake County Environmental Health Department.

10. Landscaping, Fences and Native Growth Protection Easements: Defensible space vegetation reduction shall be provided around all primary structures as recommended by the Montana Department of Natural Resources and Conservation, Ferndale Volunteer Fire District or similar agency. No hedges, shrubs or other plantings or any fence shall be permitted which unreasonably obstructs the view of another Owner. Perimeter or property line fencing shall not,

in any event, exceed 48 inches in height. Woven and barbed wire fences shall not be used and the bottom barrier shall be 12-15 inches above the ground surface. No fertilizers or pesticides shall be applied within the established Native Growth Protection Easements ("NGPE's") or within the 100-foot setback lines shown on the Plat.

NGPE's have been shown to minimize soil erosion, enhance scenic and recreational resources, provide riparian wildlife habitat, and remove pollutants delivered from storm water runoff. Buffers within the NGPE shall consist of a mixture of trees, shrubs, native grasses and forest duff/leaf litter. In order to promote healthy NGPE's, no trees of any size may be removed from the NGPEs except for one stream crossing per lot for driveways on Lots 32-36.

11. Trees: Trees whose out-side bark diameter is eight (8) or more inches measured twelve (12) inches above ground, may be removed only if dead or dangerous or if located on the site of a proposed dwelling, garage, driveway, sidewalk, garden or defensible space surrounding a structure. Otherwise, such trees may be removed only with approval of the Architectural Review Committee. All trees to be removed shall be conspicuously marked before removal.

12. Noxious Weeds. The Property shall be kept free of noxious weeds as defined by the State of Montana or Lake County. If noxious weeds are found on any Lot, the Lot Owner shall eradicate or commence eradication efforts upon receipt of thirty (30) days advance written notice to do so from the Lake County Weed District, the Architectural Control Committee, or any Lot Owner. If the Lot Owner fails to commence eradication efforts within thirty (30) days after receipt of written notice to do so, the Association or any Lot Owner may commence eradication efforts, and the expense of such eradication efforts shall be the obligation of the Owner of the Lot upon which the noxious weeds are growing. The Association shall bear the expense of noxious weed control in any of the Common Areas. All eradication efforts shall comply with methods approved by Montana or Lake County Weed Control Districts.

13. Signs: House numbers shall be visible from the road, at the driveway entrance or on the house. Except for the Declarant or its agents with respect to the initial sale of Lots within the subdivision, no signs shall be placed on any Lot except name plates and one (1) unlighted sign not exceeding five (5) square feet in surface area advertising the sale or lease of the Lot or improvements thereon. No home business signage shall be permitted.

14. Nuisance: No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood. By way of illustration and not limitation, the discharge of firearms and excessive noise shall be nuisance with the meaning thereof.

15. Burning: Open fires are prohibited on the Property, except that open burning may be permitted with the prior approval of the Ferndale Fire District or other appropriate governmental entity. In addition, the Owner must provide prior written notice of any open burning to (a) the Declarant during the Period of Declarant Control, or (b) an officer or director of the Homeowners

Association, after the Period of Declarant Control. Even if an Owner is given permission to conduct open burning, the responsibility for controlling any such burning and for all safety measures during the open burning shall remain entirely with the Owner, and the Owner shall be responsible for any and all damages caused by the open burning. Outdoor barbecues are not open fires within the meaning hereof. No burning shall occur within the NGPEs shown on the plat.

16. Ingress and Egress: Rights of ingress and egress to, upon and from the Property for purposes of locating, installing, erecting, construction, maintaining or using drains, sewers, electric lines, telephone lines and other utilities are retained by the Declarant. Other specific restrictions may be located on the face of the recorded final plat.

17. Parking: Owners, guests, visitors and other parties may park only on Lots. No parking is permitted within the Common Areas, except in areas striped or otherwise designated by the Association for parking purposes. No junked or inoperable vehicles may be parked or kept on Lots. Recreational vehicles and camp trailers may be parked on the Lots for no more than six (6) months per year. Camp trailers or motor homes may be parked on Lots during the construction of a residence. Permanent parking of recreational vehicles and camp trailers is prohibited, unless shielded from view. No more than three (3) cars or trucks may be maintained or kept on any Lot in plain view without shelter from shrubs, carports or garages.

18. Helispot: The Helispot is located at the Southeast cul-de-sac of Spring Slide, as more particularly shown on the Plat. The Association shall promulgate reasonable rules governing the safe shared use of the Helispot. Unless otherwise agreed to by the Association in conjunction with the local fire department and emergency service providers, the Helispot shall be used exclusively for emergency purposes by the local hospital, emergency response, fire departments and the like.

19. Guest Homes: Guest homes are permitted but shall not be used as a primary residence and shall not be rented (except to the same person who is renting the main residence). Guest Homes must comply with the sanitary requirements of Lake County and Montana DEQ conditions of Plat approval and shall be built after or during the construction of the main residence. Guest homes shall be constructed of materials substantially similar to the main residence.

20. Construction Completion: Each building erected, placed or permitted to remain on any Lot must be completed within one (1) year from the date of commencement of construction. No building shall be lived in until the electric, plumbing, sanitation system, and individual domestic well are installed.

21. Utilities: All electrical and telephone service lines shall be placed underground to any structure within the individual Lot and shall comply with all state and local codes. Propane fuel tanks shall be placed underground or otherwise screened from view of adjoining lots and streets.

22. Subdivision: No Lot shall be further subdivided. A change in boundary lines between adjacent owners shall not be considered subdivision. Two or more contiguous Lots may be combined to form a smaller number of Lots, but no remaining Lot shall be less than 2/3rds of its original size.

23. Drainage Control: Reasonable precaution shall be taken during construction and thereafter, to prevent erosion and drainage problems. All disturbed soil areas shall be promptly re-vegetated in such a fashion as to minimize erosion and weed introduction. All construction including driveways shall be constructed so as not to alter or obstruct natural drainage courses and shall include culverts of appropriate size. No construction or landscaping will be allowed that increases or changes the flow of water onto adjacent Lots. The washing of mud or other debris from any Lot onto the Onsite Roadways shall be strictly prohibited.

24. Driveways: Once construction or site work on any Lot is started, the Owner shall take measures to ensure that no gravel, clay or other debris is washed or carried onto the Common Areas. Prior to completion of construction, the Owner shall install on the Lot's driveway an asphalt or concrete apron extending into the Lot at least 35 feet from where the driveway meets the onsite roadway. The length of the apron may be increased (or decreased) in the discretion of the Architectural Control Committee as required to protect the Onsite Roadways.

25. Environmental Educational Materials: Prior to the initial sale of a Lot by the Declarant, Owner will be provided with a copy of educational materials and recommended practices concerning local wildlife. It will be the Owner's responsibility to provide such materials to subsequent purchasers. All Owners are encouraged to read these materials and to contact local Lake County resources concerning any questions.

26. Wildlife: The following items have been incorporated into these Covenants for the purpose of lessening the potential for human/wildlife conflict.

- a. All outdoor garbage containers shall be bear proof and shall be stored in enclosed buildings. Garbage containers shall be emptied prior to long absences, such as vacations.
- b. There shall be no overnight outside food storage, such as refrigerators coolers, or food chests. All foods shall be put inside at any time that food is not being used.
- c. All barbecue grills shall be left clean. Left over cooking oils and grease shall be deposited in bear proof containers as soon as possible. Permanent barbeque pits are prohibited. Fire pits are allowed.
- d. Pet foods shall be treated the same as human foods and shall be stored indoors.
- e. No wildlife attractants such as salt blocks, or hay shall be used unless in strong, fenced enclosures that ungulates and predators cannot penetrate. It can be assumed that if deer are being attracted to the area, so are mountain lions. All stock food shall be kept in bear proof containers or closed buildings and shall not be left overnight. Grains and other stock shall be distributed from feeders and broadcast.

- f. The planting of any type of fruit tree is prohibited unless surrounded by properly constructed and maintained electric fence. All garden produce, fruit trees and berry producing shrubs shall be promptly and thoroughly harvested. Gardens shall be fenced with at least one foot of fencing material below ground level and at least eight feet high in height. The top rail shall be made of something other than wire to prevent wildlife from entanglement.
- g. Bird feeding shall only occur from December 15 to March 15. All bird feeders shall be suspended on a cable or other device so that they are at least 12 feet above the ground and at least 4 feet from any tree, post or other structure that bears could climb. All other feeding of wildlife is prohibited.

27. Maximum Average Building Height: The Maximum Average Building Height of each Building shall not exceed thirty (30) feet, unless otherwise approved in writing by the Ferndale Fire Department. For purposes of this Declaration, the term "Average Building Height" shall mean the vertical distance of a structure, computed by determining the average of the highest point of each major side of a structure. For this purpose, all structures will have a maximum of four sides. The highest point shall be measured from the top of the highest component of each major side to the average ground elevation along that side. The highest point shall be determined as if the structure were to be squared off when viewing the structure from a point perpendicular to that major side. The highest point does not include typical extensions above a roofline such as chimneys or antennas. The ground elevation for this purpose shall be measured from the lower of (1) existing grade prior to construction or (2) the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating solely for the purpose of building the structure.

ARTICLE V WATER WELLS

The Montana Department of Environmental Quality has approved a well site for each of the Lots. There is a 100-foot well protection zone that is required around each well site. The following activities and uses which have the potential to damage or contaminate the wells are prohibited within the well protection zones:

- a. No septic system, wastewater disposal system, non-watertight sewer pipe, sewage lift station, French drain, or class V injection well, shall be located within the well protection zones.
- b. No hazardous substances as defined by 71-1-602, M.C.A., gasoline, liquid fuels, petroleum products, or solvents shall be stored within the well protection zones.
- c. No stormwater injection well, grass infiltration swale, or other stormwater disposal mechanism shall be located within the well protection zones.
- d. No livestock shall be confined, fed, watered, or maintained within the well protection zones.

- e. Activities which may threaten the quality of water in the well protection zones are prohibited.

Each Lot Owner agrees to abide by these restrictions within all of the well protection zones shown on the approval statement issued by the Montana Department of Environmental Quality. Since the well protection zone for one well can overlap onto the adjacent Lot, it is important that wells be located in a manner that does not impair the ability of any neighboring Lot Owner to use his/her Lot. Thus, all wells must be located as shown on the approval statement, except that if any Owner wishes to locate a well other than as shown on the approval statement, such alternative location must be approved in advance by the Montana Department of Environmental Quality and must not increase the area of any neighboring Lot that is subject to the well protection restrictions, without the grant of a permanent easement for such well protection zone from the neighboring Owner.

ARTICLE VI COMMON AREAS

1. Community Park: The area designated as Community Park on the Plat of the Property (the "Community Park") shall forever remain in common use by all Lot Owners of the Property. Outdoor recreational improvements may be constructed on the Community Park following approval of the Architectural Review Committee.
2. Use of Community Park: Except as described in this Section 2, the Community Park shall be used only for recreational purposes. The Community Park Area is owned by the Association for use by all Owners, their tenants and bona fide guests. The Community Park shall not be open to the public. Additional uses within the Community Park may include:
 - a. Common fire suppression systems;
 - b. Community mail collection;
 - c. Garbage/refuse collection; and
 - d. Community mail distribution
3. Additional Lands: Although not obligated to do so, Declarant reserves the right to develop as single family residential subdivisions additional lands that would be in addition to and are nearby the land described in Article I ("Additional Lands"). Declarant may cause all or any portion of such Additional Lands to be annexed to the existing Development without the assent of the members of the Association; provided, however, that the annexation of Additional Lands described in this Section shall be adjacent to the then existing Development. Such Additional Lands shall be deemed "adjacent" to the existing Development even if separated there from by land which: (i) is owned by Declarant (or any entity under common control with Declarant), the Association or the Lot Owners as tenants in common; or (ii) is owned by or dedicated to the public or a governmental agency or instrumentality; or (iii) is available for the use or benefit of the Association or Lot Owners by easement or otherwise; or (iv) is a public or private street, path, bicycle path or other improvement or easement for public transportation or utility service.

Any Additional Lands shall be added to the Development covered by this Declaration by the filing for record of an amendment to this Declaration. All Lot Owners hereby covenant and agree to burden the Development and any Additional Lands with all of the duties, responsibilities, costs and expenses related to the management, administration, maintenance and improvement of the Common Areas, and such additional Common Areas as may be included in the Additional Lands. This Declaration does not give the Association or any Lot Owners any rights to any Additional Lands until such Additional Lands are subjected to this Declaration. When any Additional Lands are subjected to the terms of this Declaration, then the Additional Lands shall become part of the Development and the owners of the Additional Lands, including Lot Owners, shall automatically become members of the Association and shall be entitled to all of the rights and benefits, and subject to all of the obligations of, the members of the Association. Although not obligated to do so, Declarant reserves the right to discontinue development of and withdraw from the Development any unplatted land within the Development, including any Additional Lands previously annexed, without the assent of the members of the Association. When any Additional Lands are made subject to this Declaration, they shall also become subject to assessment. Assessments may be adjusted to reflect the total number of Lots obligated to contribute to the Association budget. Annexation of Additional Lands other than Declarant annexations provided for in this Article IV, Section 3, shall require the assent of the Owners, Mortgagees and Declarant.

Common Areas within any Additional Lands subsequently annexed to the existing Development shall be available for the common use of all Owners of Lots within the existing Development as well as within such subsequently annexed Additional Lands. Likewise, Common Areas within the existing Development shall be available for the common use of all Owners of Lots within such subsequently annexed Additional Lands as well as within the existing Development. Should Declarant choose to annex and/or develop Additional Lands, the Lot Owners, the Association, and the Board of Directors shall be prohibited from objecting directly or indirectly to such annexation or development plan.

4. Maintenance: The Common Areas shall be maintained by the Homeowners Association. Except as to any damage attributable to any Lot Owner, or its guests or agents, which damage shall be repaired at the sole cost of such Lot Owner, the costs of such maintenance shall be paid equally by the Owners as provided in Article IX hereof. If there is disagreement concerning the maintenance of the Community Park, such disagreement shall be resolved by majority vote at a meeting of the Owners, as provided below.

5. Property Taxes: While owned by the Association, the Community Park may be regarded by the tax authorities as being owned in common by all Owners. So long as taxes on the Park are billed separately, such taxes on the Community Park shall be paid by the Association. Notwithstanding the foregoing, it is acknowledged that, for property tax purposes, Lake County and the State of Montana may allocate to each Lot a fractional, proportional portion of the value attributable to the Community Park. By accepting a deed to a Lot, the Owner agrees to this mechanism for property taxation and if such taxes are not billed to and paid by the Association,

then the Owner agrees to pay directly a proportional share (as allocated by Lake County and the State of Montana) of the taxes attributable to the value of the Community Park.

6. Fire Suppression System: The Owners shall be responsible for maintaining and replacing the fire suppression system including the underground water storage tank and well, as may be required by the Ferndale Fire Department.

ARTICLE VII ARCHITECTURAL REVIEW

1. Architectural Review Committee: During the Period of Declarant Control, Declarant shall appoint an Architectural Review Committee (ARC) to review all construction plans. The members of the Architectural Review Committee need not be Owners, and may be affiliated with Declarant. Thereafter, the Board of Directors may appoint a committee from time to time to act as the Architectural Review Committee, or the Board itself may act as the Architectural Review Committee.

2. Liability: It is not the function of architectural review to determine the adequacy, completeness, or safety of plans, or whether plans submitted comply with any building codes or other regulations, or to assure that any construction is done properly or in full accordance with the plans. Neither the Declarant, the Association, the Architectural Review Committee nor their respective members, officers, directors, employees or agents shall be responsible or liable for any defects or discrepancies in any plans or specifications submitted, revised or approved under this Article, nor for any defects or discrepancies in construction pursuant to such plans and specifications. Approval of plans and specifications under this Article shall not be deemed in lieu of compliance by owner with applicable building codes or other governmental laws or regulations. Neither the Architectural Review Committee nor any individual member of the Architectural Review Committee will be liable to any person for any official act of the Architectural Review Committee in connection with submitted plans and specifications, except to the extent the Architectural Review Committee or any individual member of the Architectural Review Committee acted with malice or harmful intent.

3. Plan Review Process: In order to insure that the standards for Big Hawk contained in these Covenants are achieved, a submission and prior approval of certain plans will be required not less than 30 days prior to any construction or site work. Plan submissions and prior approval will also be required for significant revisions, alterations or additions to approved or existing improvements. Each plan submission will require two (2) sets of plans containing the specific information described below. The plan submission for each new improvement or development and each significant revision, alteration, addition, or change of use may be accompanied by a review fee as may be set from time to time by the ARC. All submitted plans will be reviewed by the ARC for acceptability of design and compliance with these Covenants. Upon completion of review by the ARC, one set of plans will be returned to the applicant along with a letter

summarizing comments, recommendations, requirements, and findings. The returned plans will be marked "APPROVED", "APPROVED SUBJECT TO CONDITIONS", or "NOT APPROVED". Approvals are valid for two (2) years from the date of the written notice of approval. If construction is not commenced within such two (2) year period, plans must be resubmitted and a new approval secured.

4. Required Plans: At a minimum, the following plans must be submitted to the ARC:
- a. A site plan to an appropriate scale depicting the entire lot and the relative location of all proposed development within the lot, including roads, driveways, fences, pastures, ponds, structures, wells, septic tanks and drain fields, clearing, thinning and utilities.
 - b. Site and landscape plans to a scale of 1" = 20' - 0" for all site disturbances with consideration given to vegetation, pedestrian and equestrian circulation, grading, drainage, exterior lighting, fences, driveways, parking and phasing.
 - c. Construction plans (including floor plans and elevations) to a scale of 1/8 inch for all structures with consideration given to site utilization, engineering, architectural design and phasing.

The ARC may require additional information or documentation.

5. Architectural Control: No building, fence, wall or other structure shall be erected upon the Property, nor shall any addition to or change to the external appearance of any building, fence, wall or other structure be made, nor shall any of the native vegetation growth be destroyed or removed or any site work commenced until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall be submitted to and approved in writing by the Architectural Review Committee as to compliance with Articles III & IV, above, and as to harmony of external design and location in relation to surrounding structures and topography and native vegetation. In the event said Committee fails to approve or disapprove such designs and location within thirty (30) days after adequate plans and specifications have been submitted to it, including any additional information or documentation requested by the ARC, approval will not be required, and this Article will be deemed to have been fully complied with.

ARTICLE VIII HOMEOWNERS ASSOCIATION

1. Homeowners Association: The Big Hawk Homeowners Association, Inc. shall act as a homeowners association for Big Hawk. The Homeowners Association shall operate and be managed in accordance with the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Homeowners Association, as the same may be amended from time to time.

2. Function: All Owners of all Lots shall automatically be members of the Homeowners Association. Membership in the Homeowners Association shall be appurtenant to and shall not be separated from ownership of a Lot. The Homeowners Association shall have all of the powers and duties of a homeowners association, as provided in the Articles of Incorporation and Bylaws of Big Hawk Homeowners Association, Inc., including but not limited to (a) administration, servicing, conservation, management, operation, maintenance, repair and restoration of the Common Areas; (b) maintenance, repair, restoration and replacement of road and stop signs and the roads shown on the plat of Big Hawk, including snow removal; (c) operation, maintenance, repair, restoration and replacement of the Common Fire Suppression System; (d) appointment of members of the Architectural Review Committee; (e) year-round maintenance of the emergency access road traveling northwest from Big Rock Way to Montana Highway 83; (f) maintenance of all storm water retention, ditches, culverts and ponds; and (g) such other activities as may be determined by the Board of Directors from time to time for the benefit and general welfare of Owners in Big Hawk. The Homeowners Association may levy and collect assessments to be used in the operation of the Homeowners Association, maintenance of the Common Areas, and similar functions typically undertaken by homeowners associations generally.

3. Owner's Address: Upon acquiring a Lot, the Owners of the Lot shall immediately inform the Homeowners Association of their names and of one address to which notices from the Homeowners Association should be sent. The Owners shall be responsible for informing the Homeowners Association of any change of address.

4. Management During Period of Declarant Control: During the Period of Declarant Control, Declarant may appoint, remove and replace from time to time any or all of the directors and officers of the Homeowners Association. If Declarant so elects, Declarant may from time to time relinquish, either on a temporary or permanent basis, the right to appoint all or a portion of the directors and officers of the Homeowners Association; provided that any such relinquishment shall be expressed in writing to the Homeowners Association.

ARTICLE IX ASSESSMENTS

1. Assessments: The Declarant, for each Lot owned by the Declarant, hereby covenants and agrees, and each Owner of any Lot, by acceptance of the deed to a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Homeowners Association assessments as provided herein.

2. Purpose: The assessments levied by the Homeowners Association shall be used to administer this Declaration and the Homeowners Association, to maintain and improve the Common Areas, to purchase insurance carried by the Homeowners Association, and to generally promote the recreation, health, safety, comfort, convenience and welfare of the Owners of Big Hawk.

3. Annual Assessment: The initial Annual Assessment shall be Two Hundred Fifty Dollars (\$250.00). It shall be pro-rated on an annual basis and paid at closing by the first owner taking title to the Lot from Declarant. Annually, the Board of Directors of the Homeowners Association shall establish an estimated budget for its purposes, and cause an assessment to be levied against each Lot for their share of such costs. The annual assessment may include, without limitation, the estimated cost of (a) administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Areas and any improvements located thereon, including but not limited to snow removal, landscaping, care of grounds, weed removal, common lighting within the Common Areas; routine renovations within the Common Area, and common water and utility charges for the Common Area, (b) maintenance, repair, restoration and replacement of the roads, including the emergency access road, as shown on the plat of Big Hawk, including snow removal; (c) operation, maintenance, repair, restoration and replacement of the Common Fire Suppression System; (d) premiums for insurance coverage as deemed desirable or necessary for the Homeowners Association; (e) all expenses incurred by the Homeowners Association in administering and managing the Homeowners Association; and (f) all other expenses incurred by the Homeowners Association in any other activities undertaken for the common benefit of all or some of the Owners.
4. Special Assessment: From time to time, the Board of Directors may establish special assessments as needed for capital improvements, extraordinary repairs or other generally non-recurring expenses. No special assessments shall be levied unless the Owners of two-thirds (2/3's) of all of the Lots shall vote for or consent to such special assessments. During the Period of Declarant Control, no special assessment shall be levied without the written consent of the Declarant.
5. Payment of Assessments: Except as to the Reserve and the Initial Annual Assessment, which shall be due upon closing by the Owner, written notice of each assessment shall be sent to each Owner at least thirty (30) days prior to the assessment being due. Assessments may be set to be due annually, quarterly, monthly or otherwise, as fixed by the Board of Directors. All assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on each Owner's Lot, and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time when the assessment was made.
6. Statement of Assessments Due: The Homeowners Association, when requested in writing, shall furnish to the person so requesting a statement as to the status of the assessments due and owing by a Lot and such statement shall be conclusive evidence of payment of any assessments therein stated to have been paid.
7. Nonpayment of Assessments: Any assessment not paid within thirty (30) days after the due date shall accrue interest and/or late charges set by the Board of Directors (not to exceed the

highest rate of interest allowed by law) from the due date, and the Homeowners Association is entitled to bring any action permitted by law to collect the assessment and/or to foreclose the lien created thereby against the Lot. No Owner subject to an assessment may waive or escape liability for the assessment by the nonuse of the Common Areas or abandonment of his Lot. The remedies provided herein shall be in addition to any other remedies provided by law.

8. Reserve: The Association budget shall include an amount for replacement reserve. To initially fund such replacement reserve, each Lot Owner, other than Declarant, upon purchasing such Lot, shall pay to the Association if the purchase is from Declarant, Two Hundred Fifty Dollars (\$250.00). The Association may use the reserve for any purchase, including normal operations, to the extent so determined by the Association.

9. Protection of First Mortgagees: The lien for assessments shall be senior in priority to all other liens against the Lot, except for the lien for all sums unpaid on a First Mortgage recorded before the date of filing of a written lien statement for delinquent assessments, including any and all advances made by the First Mortgagee, even though some or all of such advances may have been made subsequent to the date of filing of a written lien statement for delinquent Assessments. Any First Mortgagee who acquires title to a Lot by virtue of foreclosing the First Mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of the First Mortgage, will take the Lot free of any claims for unpaid assessments, interest, late charges, costs, expenses, and attorney's fees against the Lot which accrue prior to the time such First Mortgagee or purchaser acquires title to the Lot. No violation or breach of, or failure to comply with, any provision contained in this Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any First Mortgage on any property taken in good faith and for value and perfected by recording in the office of the Clerk and Recorder of Lake County, Montana, prior to the time of recording in said office of an instrument describing such property and listing the name or names of the Owner or Owners and giving notice of such violation, breach or failure to comply. No violation, breach, failure to comply or action to enforce this Declaration shall affect, defeat, render invalid or impair the title or interest of the holder of any First Mortgage or the title or interest acquired by any purchaser upon foreclosure of any First Mortgage or result in any liability, personal or otherwise, of any such holder or purchaser. Any such purchaser upon foreclosure shall, however, take subject to this Declaration.

ARTICLE X RIGHT TO FARM DISCLOSURE

Nearby properties are utilized for timber growth, harvesting and production (collectively, "Timber Production Practices"). These activities may create noise, dust, traffic, smoke, odors or other impacts that certain people find inconvenient. All Owners and those claiming by or through an Owner waive their right to protest Timber Production Practices conducted near the Property.

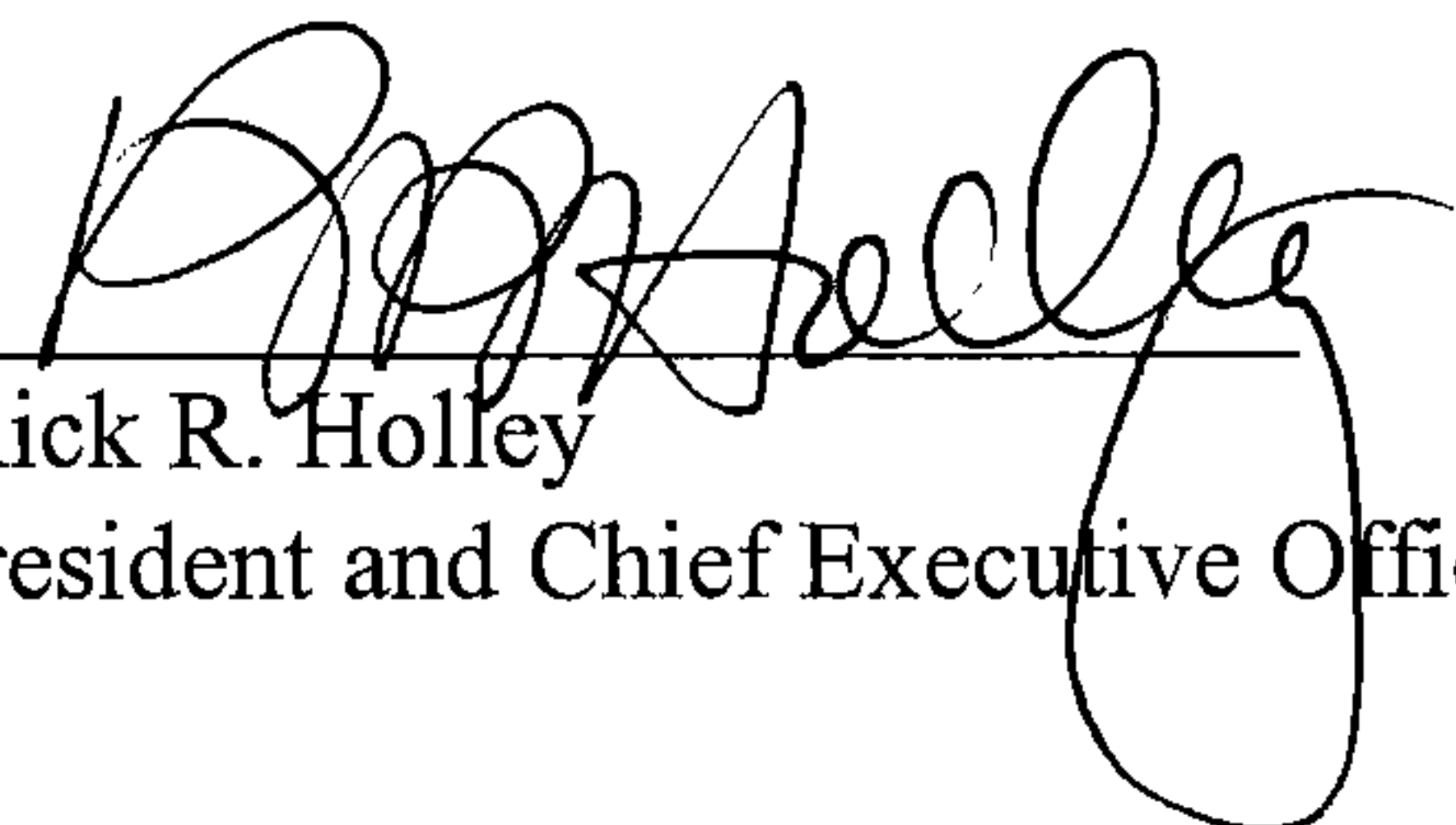
ARTICLE XI
LEGAL EFFECT

1. Term: The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless terminated by vote or consent of not less than the Owners of two-thirds (2/3's) of all of the Lots. This Declaration may be amended at any time by the Owners of two-thirds (2/3's) of all of the Lots either at a meeting of the Owners or by written ballot mailed to all the Owners or by a combination of votes at a meeting and by written ballot. Amendments to be effective must be recorded in Lake County by a document showing the amendment made, together with a certification by two officers of the Homeowners Association attesting that the amendment received the required approval of the Owners. During the Period of Declarant Control, any amendment shall also require the written consent of the Declarant.
2. Enforcement: The Architectural Review Committee, any Owner, and the Homeowners Association shall have the right to enforce by any proceeding at law or in equity all covenants, conditions and restrictions now or hereafter imposed by the provisions of this Declaration. Failure by the Architectural Review Committee or by any Owners or by the Homeowners Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
3. Severability: Invalidity of any of these covenants or restriction by judgment or court order shall in no way affect any of the remaining provisions, which shall remain in full force and effect.
4. Arbitration: In the event of a dispute under this Declaration, the parties agree that the dispute shall be determined and resolved by binding arbitration. The determination of the arbitrator shall be final and binding upon the parties and their respective successors and assigns. The determination may be filed in a court of competent jurisdiction as a final judgment. The arbitrator is authorized, but not required, in the arbitrator's discretion, to award attorney's fees and costs to the prevailing party. If no such award is made, the costs of the arbitration shall be paid equally by the parties.
5. Construction/Successors: This Declaration shall be construed pursuant to the laws of Montana. This Declaration runs with the land and is binding upon the heirs and successors in interest of the parties hereto. Declarant may assign its rights as Declarant to a third party purchaser of all or a portion of Big Hawk by a written instrument recorded in the records of Lake County, Montana specifying that Declarant's rights are assigned to the third party purchaser. Such instrument may specify the extent and portion of the rights or interests as a Declarant which are being assigned, in which case the initial Declarant shall retain all other rights as Declarant.

6. Amendments Affecting Conditions of Plat Approval: Attached hereto as Exhibit B are conditions of Lake County approval for the Plat of Big Hawk (the "Plat Conditions"). Any amendment to this Declaration which would have the effect of materially modifying a Plat Condition shall require the prior approval of the Lake County Board of Commissioners. Such approval shall not be unreasonably withheld or conditioned and shall be deemed granted if the proposed amendment is not approved within 60 days of receipt of the Lake County Board of Commissioners.

IN WITNESS HEREOF, the undersigned has signed this Declaration on the date first shown above.

PLUM CREEK LAND COMPANY

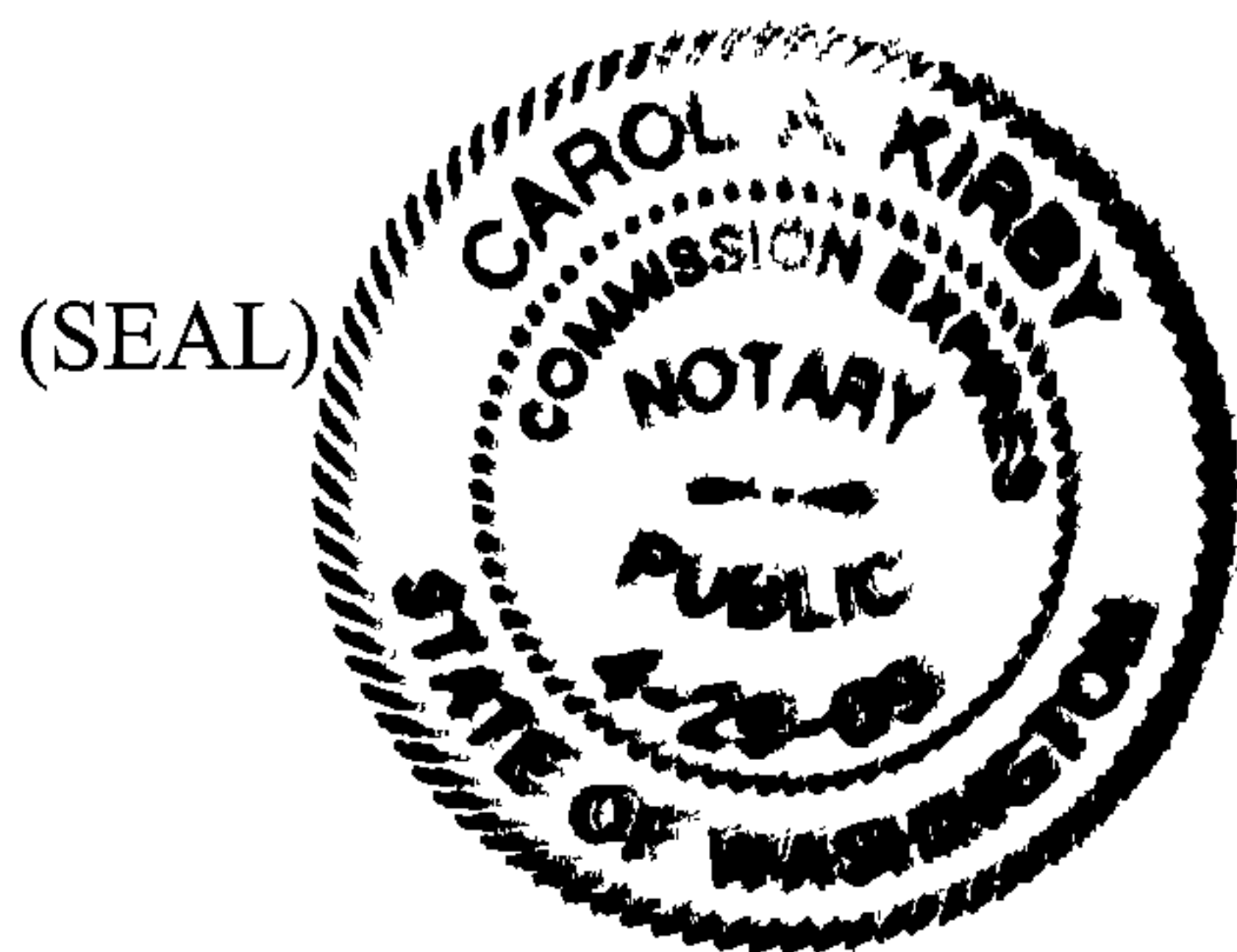
By: 
Rick R. Holley
President and Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss
County of KING)

On this 21st day of Nov., 2006, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Rick R. Holley, known to me to be the President and Chief Executive Officer of PLUM CREEK LAND COMPANY, the entity that executed the within instrument, and acknowledged to me that such entity executed the same.

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



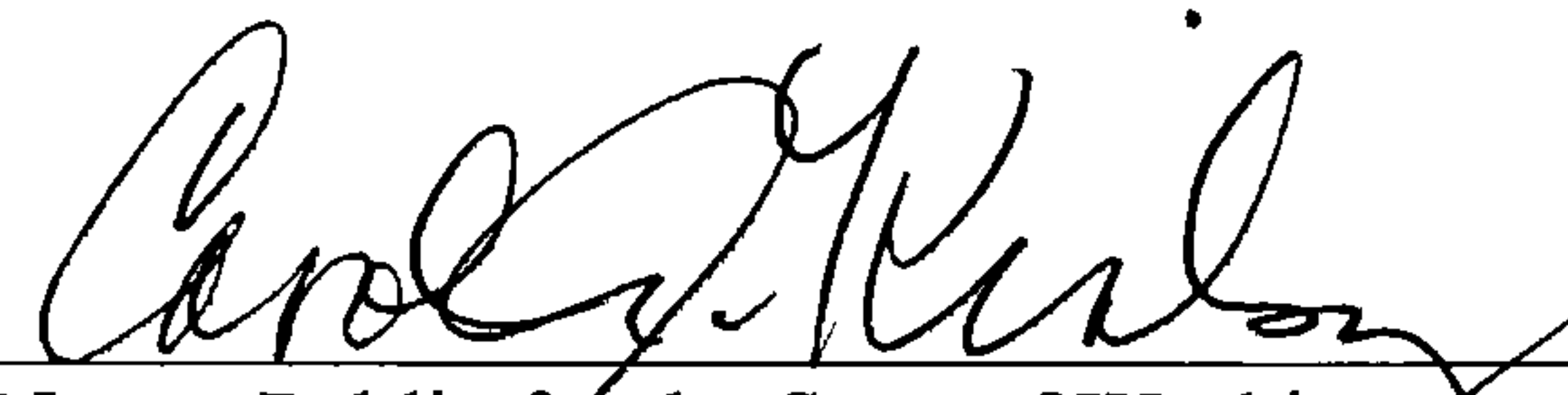

Notary Public for the State of Washington
Residing at BELLEVUE
My Commission expires 4-29-09
Printed Name CAROL A. KIRBY

EXHIBIT A**EDUCATIONAL INFORMATION**

The following information is provided for educational purposes only and for no other purpose. It is not intended that the information provided herein be enforced against the owner of any of the lots within the Big Hawk Subdivision. This educational information, however, may be helpful in furthering the intent of the CC&Rs.

Section 1. Barbecue Pits. Residual odors of cooked meat and grease drippings in permanent barbecue pits attract bears to home sites and habituate them to humans, thereby endangering bears, other wildlife, livestock and humans. Portable barbecue grills should be cleaned after each use and stored indoors when not in use.

Section 2. Landscaping. Landscaping palatable to deer will encourage them to live in close proximity to people. When deer are present, their natural predators – including the mountain lion, wolf, bear and coyote – will follow. Native vegetation should be used for landscaping and revegetation so as to not encourage deer browsing. If ornamental plants are used, their use should be limited and they should be fenced in order to minimize damage. Landscaping should be designed to reduce or eliminate any areas that could hide predators.

Section 3. Gardens. Vegetables and herbs found in gardens are attractive to both deer and bears. Consult with the Montana Department of Fish, Wildlife and Parks on the proper techniques to develop and maintain effective electric fences when used. For other areas of the property, if electric fencing is used, it shall be regularly monitored to ensure proper use and function.

Section 4. Rotting Organic Matter and Compost Piles. Rotting organic matter is a prime wildlife attractant. Its presence endangers bears, other wildlife, livestock and humans. All garden produce, fruit trees and berry producing shrubs should be promptly and thoroughly harvested so as to prevent the accumulation of rotting organic matter.

Section 5. Birdfeeders. Birdseed and nectar or sugar water feeders for hummingbirds are natural food sources for bears and other wildlife. Bears will go to great lengths to reach this type of food, climbing trees, climbing on decks and tearing down upright structures.

Section 6. Fruit trees. Fruit trees are a major wildlife attractant.

Section 7. Solid Waste. Human garbage that is available to wildlife allows them to become food conditioned and to lose their natural fear of people. This can result in an animal that is considered a nuisance or a danger and that may have to be destroyed. It can also endanger humans, livestock and other wildlife.

Section 8. Feeding Wildlife. Artificial feeding of wildlife attracts both prey and predator species to human habitats and is prohibited by Section 87-3-103 Montana Code Annotated.

Section 9. Domestic Animals. Uncontrolled animals may chase wildlife and livestock. House cats may stalk and kill many species of birds and small mammals. Harassment of wildlife by domestic animals causes unnecessary energy expenditures and can displace native wildlife to less suitable habitats. Dogs that harass livestock are considered a public nuisance and may be killed immediately by the owner of the livestock (section 81-7-401 Montana Code Annotated.) The owner of a dog that kills livestock may also be liable to the owner of livestock for liquidated damages (Section 81-7-402 Montana Code Annotated). It is also a violation of state law to allow dogs to chase, stalk, pursue, attack or kill hooved game animals. Any peace officer who witnesses a dog chasing, stalking, pursuing, attacking or killing a hooved game animal may destroy the dog on either public or private land (Section 87-3-124 MCA). Lastly, uncontrolled domestic animals may become prey for wildlife.

Section 10. Rabbits, chickens, turkeys, pigs, sheep and goats have no defense against predators and will attract predators with associated mortality and harm to both species and possibly humans. The common methods of feeding these animals can be serious attractants to many wildlife species.

Section 11. Apiaries. Apiaries will attract bears. Before an apiary is located on the property, the owner of the bee hive(s) should first contact the Montana Department of Fish, Wildlife and Parks to consult on plans to avoid conflicts with bears.

Section 12. Fencing. Landowners must be aware that the Swan Valley is important wildlife habitat and fencing should be compatible with the needs of wildlife to move across the landscape. The movement patterns of deer, elk, moose, bears and mountain lions should be taken into account if fencing is required. Contact the Montana Department of Fish, Wildlife and Parks to discuss fencing types compatible with wildlife movements.

Section 13. Brochures. Public agencies, non-profit groups and businesses have developed information for the use of landowners living in proximity to wildlife. Information may be obtained from the Missoula Office of Planning and Grants, 435 Ryman, Missoula, MT 59801, (406) 523-4657 and the Montana Department of Fish, Wildlife and Parks.