

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

of

TRESTLE CREEK SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by J. GRANT LINCOLN hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property known as TRESTLE CREEK SUBDIVISION, Mineral County of State of Montana, described in the plat recorded with the Clerk and Recorder of Mineral County, Montana, as Trestle Creek Subdivision, Mineral County, Montana.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Architectural Committee" shall mean and refer to the committee described in Article VI.

Section 2. "Association" shall mean and refer to Trestle Creek Homeowners' Association, a Montana non-profit corporation, its successors and assigns.

Section 3. "Common Area" shall mean all real property including any improvements thereon owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in the plat of Trestle Creek Subdivision, Mineral County, Montana, recorded with the Clerk and Recorder of Mineral County, Montana, as private roads, utility easements and the "Home Owner's Association Well Easement", the water wells and water right, tanks, pumps,

main water lines and accessories subject, however, to the Declarant's water right, water line easement and use agreement.

Section 4. "Declarant shall mean and refer to J. Grant Lincoln, his successors and assigns if such successors or assigns should acquire Parcels 1, 2, and 3 of Trestle Creek Subdivision and appurtenances.

Section 5. "Holder of a Deed of Trust" shall mean and refer to the holder of a first deed of trust, a first mortgage or any similar voluntary encumbrance on any Lot or any improvement located on the Properties.

Section 6. "Lot" shall mean and refer to each tract of land shown on the plan except for the private roads, the Common Areas (Home Owner's Association Well Easement), the utility easements, and Parcels 1, 2, and 3.

Section 7. "Properties" shall mean and refer to Trestle Creek Subdivision which real property is hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The owner of Parcels 1, 2, and 3, whether one or more persons or entities, shall be an Owner as to each parcel.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to establish rules and regulations for use of the Common Area and facilities located thereon.

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(c) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot