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**FIRST AMENDMENT TO
 RESTATED DECLARATION
 OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
 CANYON CREEK VILLAGE AND CANYON EAST**

This First Amendment is made this 26 day of October, 2005, by Wesmont Developers, Inc. (f/k/a Wesmont Builders-Developers, Inc.), a Montana Close Corporation of P.O. Box 17437, Missoula, Montana 59808 provides as follows:

RECITALS

1. The Real Property subject to this Amendment is located in Missoula County, Montana and is described as set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference (the "Real Property").
2. The Real Property was subjected to certain limitations and restrictions as contained in a document entitled "RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANYON CREEK VILLAGE AND CANYON EAST" dated December 22, 2004, and recorded upon the records of the office of the Missoula County Clerk & Recorder on December 22, 2004, in Book 745 of Micro Records, at Page 663 (the Restated Declaration).
3. The Restated Declaration provided that amendment thereto may occur as follows:

Amendment. The Declarant reserves the sole right to amend, modify, make additions to or deletions from this Restated Declaration that it alone deems appropriate, for so long as Declarant owns one or more of the Lots subject to this Restated Declaration. After that time the right to amend shall pass to the Owners, who upon the written consent of 66% of the Owners may amend, modify, make additions to or deletions from this Restated Declaration. No such modification or amendment shall be effective until a written instrument evidencing such modification or amendment, together with the necessary consents are executed and recorded upon the records of the Missoula County Clerk and Recorder. No part of this Restated Declaration, or covenant contained herein, relating to maintenance of private driveways, lanes or common parking areas, living with wildlife, design guidelines or weed management may be changed without prior written consent of the Governing Body. Further, Section 13, Airport Influence Area shall not be amended, without prior written consent of the Missoula County Airport Authority, which consent shall not be unreasonably withheld.

4. The Declarant, as Owner of one or more of the Lots subject of the Restated Declaration, desires to amend the Restated Declaration concerning landscaping and

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yard maintenance, all in furtherance of its purpose of enhancing and protecting the value, desirability, and attractiveness of the Real Property.

AMENDMENT

NOW THEREFORE the Declarant, provides as follows:

- 1. Section 4(c) of the Restated Declaration is hereby amended to read as follows:

Maintenance of Alleys. The Association shall maintain the alleys in a neat and attractive appearance, including but not limited to snow removal and general maintenance thereof, so as to permit the reasonable use of the alleys for their designed purposes. Provided in the event a Special Improvement District (SID) or Rural Special Improvement District (RSID) is created for maintenance of these areas, the Association's responsibility for such maintenance shall cease. As the Declarant constructs the alleys, it provides a one year warranty against any defects in construction or materials. This warranty commences at such time as the Declarant concludes construction of each alley and extends for one year thereafter for such alley. The Association is responsible for all repairs to the alley, after the expiration of the one year warranty period, without regard for the reason why the repair was needed. The warranty does not include maintenance of the alleys or repairs necessitated for any other reason than a defect in the original construction of or materials used in the alleys. The Association is responsible for all maintenance and repairs necessitated for any other reason than a defect in the original construction of or materials used in the alleys.

- 2. Section 6(h) of the Restated Declaration is hereby amended to read as follows:

Parking. No vehicles shall at any time be placed or parked so as to impede, obstruct or interfere with pedestrian or vehicular traffic along any street, alley, sidewalk, trail or right-of-way with in the Real Property. The Owners are encouraged to use their garages, driveways and parking pads, as opposed to street parking so as to not interfere with the flow of traffic through the Real Property. Trucks exceeding one ton capacity, semi-tractors, semi-trailers, mobile homes, equipment, unsightly vehicles, recreational vehicles such as motor homes, travel trailers, fifth wheel trailers, pickup truck campers, boats, snowmobiles, or utility trailers are not permitted on the streets, alleys or upon the front or side yards of any Lots for more than twenty-four (24) hours unless stored in the backyard of a Lot, a garage or other structure as approved by the Architectural Control Committee.



[Section 6(h)(i) Bungalow Lot Parking - shall remain in full effect as originally set out in the Restated Declaration.]

- 3. Section 5(i) of the Restated Declaration is hereby amended to read as follows:

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 structure. In addition each Owner of a Lot shall provide for the maintenance of the lawn and yard areas of his entire Lot to preclude weeds, underbrush and other unsightly objects to accumulate or remain on the grounds. The Owner of each Lot shall maintain and mow or cause to be mowed the lawn located on his lot in a manner that keeps lawn appearances uniform and looking maintained, inclusive of edging or trimming lawn edges where appropriate. Nothing herein shall preclude an Owner from having longer grass, but lawns that remain unmowed and therefore growing in length beyond what reasonable maintenance would call for, may be notified in writing by the Association that such lawn need be mowed. Should an Owner not mow or have that lawn mowed within seven days of mailing of such warning, certified mail, return receipt requested, or within five days, if notified by personal service, the Association may enter the Lot and provide such law maintenance at the expense of the Owner of the Lot concerned, which expense shall be treated as assessment against such Owner and Lot. The Association may delegate the responsibility for such notification to the directors, and individual director, or any committee established under the Association, and may retain such landscaping services as may be reasonably required to effectuate such lawn maintenance.

- 4. Section 6(l) of the Restated Declaration is hereby amended to read as follows:

Seeding and Planting. Each Owner shall re-vegetate any ground disturbance caused by construction or maintenance with beneficial species appropriate for the site at the earliest appropriate opportunity after such construction or maintenance is completed, but no later than within six (6) months of the completion of such construction or maintenance. This shall require each Owner to seed, plant and landscape his entire Lot. Provided, when the open area between the foundations of bungalows, constructed on Bungalow Lots, is fifteen feet or less in width, such open areas shall be landscaped in such a manner so as to include no plants or other elements or features requiring watering.

- 5. Section 6(t) of the Restated Declaration is hereby amended to read as follows:

Utilities. The Owner of each Lot shall pay all utilities and utility connection costs, including those for television cable and the cost of the water meter(s)

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utilized on each Lot. Other than that obligation for maintenance, repairs and replacement undertaken by the various utility providers, Each Owner is solely responsible for maintenance, repairs and replacement of utility lines and services to their Lot, including but not limited to underground water service lines from the water main to the Owner's dwelling house, valves, meters and similar apparatus.

6. Section 6(x) of the Restated Declaration is hereby amended to read as follows:

Weed Control. The Owner of each Lot shall maintain his Lot in conformity with the Montana County Weed Control Act and the Missoula County Noxious Weed Management Plan. Each Owner shall be responsible for the control of noxious weeds and vegetation on the entirety of such Owner's Lot. In the event an Owner fails to provide such control, the Homeowners' Association may enter the Lot and provide such control at the expense of the Owner of the Lot concerned, which expense shall be treated as assessment against such Owner and Lot.

7. Other than as set forth above, the Restated Declaration shall remain in full force and effect as originally written.

8. Now therefore the Declarant hereby amends the Restated Declaration, which Amendment shall be binding upon all present owners of the Real Property and upon all parties having or acquiring any right, title or interest in the Real Property or any part thereof, and shall inure to the benefit of and be binding upon each successor and interest to the owners thereof.

Dated this 26th day of October, 2005.

Wesmont Developers, Inc.
(f/k/a Wesmont Builders-Developers, Inc.),
a Montana Close Corporation

By: [Signature]
Perry Ashby, president



STATE OF MONTANA)
 : SS
County of Missoula)

This instrument was acknowledged before me on the 26TH day of OCTOBER, 2005 by Perry Ashby, as president of Wesmont Developers, Inc. (f/k/a Wesmont Builders-Developers, Inc.), a Montana Close Corporation



Marguerite Marie Berg
Notary Public for the State of Montana
Printed Name: MARGUERITE BERG
Residing at: MISSOULA, MT
My Commission expires: 1/31/09



CONSENT OF MISSOULA COUNTY

Comes now Missoula County, and consents to the changes to the Restated Declaration as set in this First Amendment to Restated Declaration.

Missoula County

By: Jan Curtiss
Commissioner

By: Barbara Stone
Commissioner

By: BILL Corey
NOT AVAILABLE FOR SIGNATURE
Commissioner



EXHIBIT "A"
LEGAL DESCRIPTION

CANYON CREEK VILLAGE

Reserve "B" of the preliminary plat of Missoula Development Park located in the E1/2NE1/4 of Section 1, Township 13 North, Range 20 West, P.M.M., and being a portion of Tract 3 of Certificate of Survey No. 3858, records of Missoula County, Montana, a portion of which has been platted as Canyon Creek Village Phases 1 through 10; and

CANYON EAST

Lot 1A of Certificate of Survey No. 5437, being a portion of Lot 1 of Green Acres, Phase 2, located in the NW 1/4 of Section 6, Township 13 North, Range 19 West, P.M.M. Missoula County Montana.

