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Rana J. Wichman, Clk & Rcdr By Kim Mansau

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LEWISTOWN MT 59457

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS WHISPERING RIDGE SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of the 19th day of November, 2009, by AOC, LLP, The Declarant, of 248 Meadow Brook Drive, Lewistown, Montana, with reference to the following facts:

- A. Declarant is the owner of real property known as **Whispering Ridge Subdivision**, located in: Lot 1 (95.265 Acres) in Wind Hill Subdivision. Further described as portions of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 28 and a portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 27, Township 16 North, Range 18 East, P.M.M., Fergus County, Montana.
- B. Declarant has subdivided the above-described property, as evidenced by a Certificate of Survey filed concurrently herewith, in the Office of the County Clerk and Recorder of Fergus County, State of Montana.
- C. The provisions of this Declaration of Covenants, Conditions and Restrictions shall constitute covenants running with the land described herein, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision.

NOW THEREFORE, as part of the general plan for improvement of the above-described real property, the undersigned hereby declares said property subject to the Covenants, Conditions and Restrictions herein recited.

ARTICLE I DEFINITIONS

Section 1.01: "Association" and "HOA" shall mean and refer to the Whispering Ridge Homeowners Association, as further described herein below. This is an independent entity, to be registered with the Montana Secretary of State and governed by bylaws which shall bind all lot owners.

Section 1.02: "Property," "Premises" or "Project" shall mean all the real property described above, consisting of all acreage and any and all annexations to Whispering Ridge Subdivision.

Section 1.03: "Lot" shall mean any plot of land or parcel shown upon any recorded subdivision plat of the property, with the exception of common areas.

Section 1.04: "Owner" shall mean the record owner of a fee simple title to any lot which is a part of the Property, but excludes any person or entity which holds an interest merely as security for the performance of an obligation.

Section 1.05: "Mortgage - Mortgagee - Mortgagor"; reference in this Declaration to a mortgage shall be deemed to include a deed of trust; reference to a mortgagee shall be deemed to include the beneficiary of a deed of trust; reference to a mortgagor shall be deemed to include the trustor of a deed of trust.

Section 1.06: "Member" shall mean and refer to every person or entity that holds membership in the Association. An owner must be a member of the Association.

Section 1.07: "Family" shall mean a group of natural persons related to each other by blood, or legally related to each other by marriage or adoption.

Section 1.08: "Common Area" shall mean property owned by the Association for the common use and benefit of the members of the Association.

Section 1.09: "Management Committee" or "Committee" shall mean the Declarant herein, or its successors and assigns, as the same are appointed pursuant to the provisions of Article VII, herein.

ARTICLE II CLASSIFICATION OF PROPERTIES

The property in the subdivision shall be considered in two classifications, namely dwelling lots and Common Area. Dwelling lots shall be utilized by the owners thereof subject to the Covenants, Conditions and Restrictions set forth below, as well as any other requirement or restriction of applicable municipal, county, state or federal laws or regulations.

The Common Area of the project consists of trails, and open drainage courses as shown on the recorded plat of the property. Owners of the lots described herein have a nonexclusive right to use the Common Areas. The Declarant reserves the right to permit further development of adjoining lands and to permit use of the Common Area by the owners of lots in any future development area, subject to the usage restrictions stated herein.

ARTICLE III
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing does not include person or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a lot, which is subject to assessment by the Association. Ownership of lot shall be the sole qualification for membership.

ARTICLE IV
PURPOSE

The property is hereby made subject to the covenants and restrictions contained in this Master Declaration, all of which shall be deemed to be imposed upon, and run with, the land and each and every Lot and parcel thereof, and shall apply to each and every Owner and Occupant thereof and their respective successors in interest, to insure proper design, development, improvement, use, and maintenance of the Property for the purpose of:

- (a) Insuring Owners and Occupants of Buildings of quality of design, development, improvement, use, and maintenance, as shall protect and enhance the investment and use of all Lots and Improvements.
- (b) The prevention of the erection within the Property of Improvements of improper design, or construction with improper or unsuitable materials, or with improper quality or method of construction.
- (c) Encouraging and insuring the erection of quality and attractive Improvements, appropriately located within the Property, to assure visual quality and harmonious appearance and function.
- (d) Securing and maintaining proper setbacks from streets and open areas within the Property, and adequate free spaces between Improvements.
- (e) Insuring attractive landscaping, and the conservation of existing natural features.

ARTICLE V
MANAGEMENT

Performance of the duties and obligations of the Association shall be done by the Management Committee. The Committee shall have the duties, power and authority to perform the following acts, among others:

- 1) Levy assessments.
- 2) Maintain roads, common areas and perimeter fences adjacent to the common areas.
- 3) Provide for or contract for snow removal and weed control.
- 4) The Association may undertake such further duties and responsibilities as may become reasonable or necessary, and as may be approved by the Members, from time to time, in accordance with voting procedures set forth herein.

ARTICLE VI
VOTING RIGHTS

Members of the Association, as defined in Article III above, shall have voting rights in the management of the Association as defined in the Association bylaws.

ARTICLE VII
MANAGEMENT COMMITTEE

Initial Management Committee: Until such time as the Declarant has sold 12 lots in the project, the Declarant shall be the Association Management Committee, and shall exercise the rights and duties thereof. The Declarant reserves the right to approve an election for a Successor Management Committee prior to selling 12 lots.

Successor Management Committee: At such time as 12 lots are sold, the members of the Association, as defined in Article III, shall hold an election for a Successor Management Committee, to consist of no less than three (3) members, one of whom may be the Declarant. Thereafter, the Management Committee shall be governed by the Association bylaws.

ARTICLE VIII
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7.01. Personal Obligation For Assessments: The Declarant for each lot owned by it within the Project is not liable for any annual assessments or any special assessments. Each owner of any lot, by acceptance of a deed or conveyance thereof, whether or not it shall be expressed in any such deed or instrument of conveyance, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, (2) special assessments for capital improvements. Assessments shall be set and enforced pursuant to the Association bylaws. Annual assessments shall be initially established at \$200.00 per lot, subject to adjustment pursuant to the Association bylaws.

ARTICLE IX
UTILITIES

Declarant will be obligated to pay for installation of underground electric and telephone service to each lot line. Connection by lot owners to such trunk lines will involve payment of connection fees by the lot owner, which fees will be paid to the providers of such services, whether Fergus County or other public agency, or to the provider of electrical service, Fergus Electric Co-op, US West, or other utility.

ARTICLE X
ARCHITECTURAL CONTROL

Section 10.01. Architectural Control Committee: The Association will establish an Architectural Control Committee, initially the Declarant, then, at such time as a Successor Committee is elected, three (3) owners of lots in the project, not members of the committee, shall be appointed by the committee. If the Management Committee is unable to find three (3) willing lot owners to serve on the Architectural Control Committee, the Management Committee may appoint a professional. No member of the Architectural Control Committee may be compensated for services performed pursuant to this Declaration. However, the Architectural Control Committee may, at its discretion, employ an outside professional architect or engineer, or other consultant or professional, to assist it in its functions and a reasonable fee may be charged to the lot owner for such services, in which event the provisions of Article VIII shall be applicable. No member of the committee shall be liable to any person for his or her decisions or failure to act in making decisions as a member of the committee.

Section 10.02. Scope: In order for the Architectural Control Committee to make an informed decision regarding improvements, information must be provided. The information required for residence or accessory building construction shall include a plot plan, floor plan, elevation plan, and description of exterior finishes and color. Other improvements may require a simple diagram showing location of proposed improvements and a brief narrative overview. No building, residence, dwelling, garage, shop, carport, wind generation device, accessory building, or fence, all non-living screen or any other structure or landscaping shall be commenced, erected, placed or meaningfully altered on any lot until the plans, specifications and plot plans showing the location and nature of such structure, building, landscaping or other improvement or meaningful alteration have been submitted to and approved in writing, by the Architectural Control Committee, which may consider factors as (but not limited to) the quality of workmanship and materials, design, harmony of external design with existing project, structures, location with respect to topography and finish grade, elevation, preservation and enhancement of the natural beauty of the area and safety. A development permit must be obtained from Fergus County prior to commencement of building construction.

The lot owner shall: 1) fulfill his responsibility to keep his lot in a condition so as to

prevent the rubbish and debris which accumulates during the construction process from blowing, or collection on neighboring lots, and 2) reasonably clean up his lot at or near the completion of the construction process. If the lot owner fails in either of these two responsibilities, the Architectural Control Committee shall provide written notification describing the failure to fulfill responsibilities. If any such failure is not remedied within 14 days after written notice thereof, the Architectural Control Committee may remedy such condition itself and shall charge the lot owner for the cost of the remedy, in which case the provisions of Article VIII shall be applicable.

Section 10.03. Process of Approval: Plans and re-submittal thereof shall be approved, disapproved or otherwise acted upon in writing, within thirty (30) days of submission. All plans and specifications and other materials shall be submitted in triplicate. One (1) set shall be returned to the lot owner. Failure of the Committee to respond to a submittal or re-submittal of plans or materials within thirty (30) days shall be deemed to be an approval of plans as submitted or resubmitted. Lot owners shall have one (1) years to start construction from the date of plan approval before approval expires and all plans must be resubmitted.

If, after such plans and specifications have been approved, the improvements are altered, erected, or maintained upon the lot otherwise than as approved by the committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee. After the expiration of one (1) year from the date of completion of any improvement, said improvement shall, in favor of purchasers and encumbrances, in good faith and for value, be deemed to comply with all of the provisions hereof unless a Notice of such non-compliance or non-completion, executed by one or more members of the Architectural Control Committee shall appear of record in the office of the County Recorder, or legal proceedings have been instituted to enforce compliance with these provisions. The Approval of the Committee of any plans or specifications submitted for approval for use on any residence shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plan submitted for approval for use on other residences. Upon approval of the Committee acting, in according with the provisions of this Declaration, it shall be conclusively presumed that the location and height of any improvement do not violate the provisions of this Declaration. Until later published, the address of the Committee is Whispering Ridge Subdivision, AOC LLP, 248 Blazing Star Drive, Lewistown, Montana 59457.

ARTICLE XI GENERAL RESTRICTIONS AND REQUIREMENTS

Section 11.01. Further Subdivision: No lot may be divided, subdivided or separated into smaller parcels.

Section 11.02. Land Use and Building Type: All lots shall be used exclusively for single family residential purposes except as may be specifically approved as provided in Articles X and

XV hereof, no building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling with or without an attached garage with maximum of 4 stalls, three detached accessory buildings, a shop or garage, one barn, and a garden storage building unless otherwise approved by the Architectural Control Committee. One Accessory Building may accommodate provisions for guest quarters. The combined maximum square footage of all detached accessory buildings shall not exceed 4,000 sq. ft. All buildings must be new construction, constructed on site, with exception of the garden storage building which may be prefabricated if placed on a permanent type foundation of treated wood or concrete. Any building, being constructed, must be completed on the exterior, eighteen (18) months from the starting date of construction of the building.

Section 11.03. Dwelling Size and Materials: Single story dwellings shall be limited to a floor area of 1,500 square feet or greater, exclusive of basement, open porches and garages. Two-story dwellings shall be limited to a total floor area of 2,200 square feet or greater, exclusive of basements, open porches and garages. No structure shall have a height greater than two stories, exclusive of basements. If the structure has a walkout basement on no more than two sides, it will be considered a basement. Minimum roof slope shall be 4/12 pitch. Minimum soffit width shall be 24". Exterior finish shall be masonry, wood, painted or pre-finished manufactured siding, stucco or synthetic stucco finish. Colors shall be neutral earth tones in harmony with the natural surroundings. Roofing shall consist of colored metal, asphalt shingle, wood shingle, or tile. In no event shall modular housing be permitted. Accessory buildings shall be constructed in such a manner and materials that compliment the style and color of the main structure. Requirements for accessory buildings shall be expanded to allow for colored metal siding and construction without soffits.

Section 11.04. Building Location: Notwithstanding, any zoning requirements to the contrary, except where special written approval is first given, no building shall be located on any lot nearer than 50 feet to the front (street side) line, or nearer than 20 feet to any side lot line, or nearer than 20 feet to the rear lot line.

In addition, the owners of lots 13, 14, 15 and 16 may not erect a residence within fifty feet (50') of the exterior Northern subdivision boundary. The purpose of this restriction is to protect the agricultural use of adjoining lands and to minimize conflicts over matters such as pesticide or herbicide application and overspray. The owners of lots 13, 14, 15 and 16 may place out buildings or other non-residential structures in the 50' restriction zone, so long as the structures comply with the remaining requirements set forth in these covenants.

Section 11.05. Nuisances, Unreasonable Annoyance and Noxious Activities: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an unreasonable annoyance, nuisance or danger to the neighborhood. (Dogs that continually bark or music loud enough to annoy adjoining landowners would be examples of unreasonable annoyances.) Except for legitimate construction and maintenance

purposes, allowed from 7 a.m. to 7 p.m., no excessively loud noises shall be permitted in the project. Use of firearms is highly discouraged inside the project. No Big Game hunting shall be allowed inside the project area.

Any area of disturbed ground, which is not a driveway, must be re-vegetated with turf or native prairie grasses as recommended by the Fergus County Extension Agent. Lot owners shall control all noxious weeds within their lot boundary. After due notice is given, failure to comply or remedy a violation is subject to the remedies in Article XIII.

Section 11.06. Signs: No signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed to the public view on any lot without written approval having been first obtained from the Architectural Control Committee; provided, however, that the restrictions of this paragraph shall not apply to any sign or notice seven square feet or smaller in size which states that the premises are for rent or sale, or which identifies the residence owners. The Association may cause all unauthorized signs to be removed. This section shall not apply to any signs used by Declarant or its agents in connection with the original construction and sale of the residence and/or lots.

Section 11.07. Animals: Animals kept on the property shall be for recreational use only. Absolutely no commercial use may be made of any animal, including renting, leasing, or sale. Animals will be limited to two (2) dogs and three (3) domestic cats, with a maximum of five (5) total animals per lot. These restrictions apply only to pets over the age of 6 months. Written approval from the Association Management Committee is required to exceed these animal limits. Dogs shall not be allowed to roam at large. No large animals such as cattle, sheep, horses, llamas, goats or similar animals may be kept, maintained or grazed on the property. In no case shall animal excretions be placed in the common areas.

Section 11.08. Rubbish and Unsightly Debris, Etc.: Notwithstanding any other provision in the Declaration, no owner shall allow his lot to become so physically encumbered with rubbish, unsightly debris, equipment or other things or materials so as to constitute an eyesore as reasonably determined by the Association. Non-operating automobiles, tractors, trucks, trailers and other equipment shall be stored indoors. Operating equipment shall be stored in neat, orderly fashion screened from view of neighbors and roadways. Landowners shall take every reasonable precaution to prevent debris from blowing onto adjoining lands. The Homeowners Association will make efforts to ensure the common areas are free of rubbish and debris. Within 20 days of receipt of written notification to a lot owner by the Association of such failure, the owner shall be responsible to make appropriate corrections.

Section 11.09. Temporary Structures, Etc.: No structure of a temporary character, or trailer, camper, tent, shack, garage or other outbuilding shall be used on any lot at any time as residence, either temporarily or permanently, unless approved in writing, by the Architectural Control Committee; provided, however, that this section shall not be applicable to temporary

structures utilized during construction of a dwelling on the lot, not to exceed 18 months in duration.

Section 11.10. Non-Residential Uses Prohibited: No part of the property shall be used for any commercial, manufacturing, mercantile, vending, or other such non-residential purposes, subject to the limited agricultural uses set forth in Article XV; provided, however, that professional and administrative occupations may be carried on so long as there exists no meaningful external evidence thereof. Home operated business is permissible providing it conforms to the criteria of the City of Lewistown Home Operated Business, is totally indoors, including all equipment and materials, and does not generate excessive traffic by the public or for receiving and shipping of goods, materials and finished products. Property leases must be pre-approved by the Management Committee. The Declarant, its successors or assigns, may use the property for a model home site, display, and sales office during the construction and sales period.

Section 11.11. Mining and Drilling Operations: No oil drilling, oil development operations, exploration, oil refining, quarrying, or mining operations of any kind shall be permitted upon any lot. No derrick or other structure designed for use in drilling, boring for oil, natural gas or water may be erected, maintained or permitted on any lot. Declarant reserves subsurface horizontal drilling rights, so long as the drilling does not occur on the premises.

Section 11.12. Fences and Walls, Hedges and Screens: No fences, walls, or nonliving screen shall be constructed on any lot without written approval first having been obtained from the Architectural Control Committee. All portions of the subdivision perimeter that border agricultural lands shall be fenced with a fence meeting the construction and maintenance standards set in M.C.A. 81-4-101. Individual lot owners are responsible to maintain that portion of the perimeter fence (if any) that adjoins their lot(s) to the full extent required by M.C.A. 70-16-205. The Association shall maintain any portion of the perimeter fence that adjoins the common area to the full extent required by M.C.A. 70-16-205. The purpose of this requirement is to respect and preserve the agricultural use of adjoining lands.

Section 11.13. Environmental Concerns: The land shall be left in its natural state, with the exception of reasonable yards, trees, shrubs and the like for aesthetic purposes. A maximum of one-third (1/3) of one acre can be irrigated on any one lot. Each lot owner must plant a minimum of 6 trees at the start of any construction on their lot. These trees should be a minimum of 5 feet in height when planted. A minimum of six (6) trees must be kept alive and growing on the Lot at all times. Dead trees must be removed or replaced.

ARTICLE XII EASEMENTS, HILLSIDE DISTURBANCE AND FLOOD CONTROL

Section 12.01. Utility Easements: Easements for installation and maintenance of drainage

facilities and public utilities are reserved over the front, rear, and side fifteen (15) feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with or damage utilities or drainage facilities. However, the Committee may approve a structure such as a fence or landscaping where constructed at the lot owner's risk of having it dismantled, removed or destroyed where necessary because of drainage or utility servicing, installation, alteration or maintenance. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible to maintain. All roads and common areas shall serve as a general blanket easement for utility installation.

Section 12.02. Fire Control Easement & Responsibility: Each homeowner will provide as part of their landscape, a firebreak around their home in case of a brush/grass fire. Also, there is an existing easement across all lots for firebreak equipment to disturb any of the lots upon demand to stop a brush/grass fire from spreading.

Section 12.03. Flood Control Responsibility: Construction of berms, channels or other flood control facilities is the sole responsibility of the lot owner and shall be done in accordance with flood control district plans approved by Fergus County. Any such construction shall commence at the time the lot is graded or otherwise altered from its natural state. Culverts, where driveways meet the roadway, may be required, dependent upon terrain. Private approaches and appropriate drainage shall be installed at the homeowner's expense.

ARTICLE XIII VIOLATIONS

Section 13.01. Committee's Power of Enforcement: Enforcement of the provisions of this Declaration shall be accomplished by any lawful means, including proceedings at law or in equity, against the person or persons violating or attempting to violate any provision herein, either to restrain violation, compel compliance, or recover damages. The violator shall be required to pay any and all expenses incurred therein. No liability shall attach to the Committee in acting pursuant to the provisions of this Declaration.

Twenty (20) days after receiving written notice, if a lot owner fails to remedy a violation, the Association may (in addition to any other lawful remedies available) cause such violation or condition to be remedied, and the cost thereof shall be deemed a special assessment against the owner of the lot, and which shall be subject to levy enforcement and collection in accordance with the assessment lien procedure provided for in Article VIII.

Failure to comply with any of the provisions in this Declaration or regulations adopted pursuant thereto shall be grounds for relief which may include, without limitation, recovery of damages, injunctive relief, foreclosure of lien, or any combination thereof. Failure on one occasion to enforce any provision hereof shall not be deemed a waiver of the right to enforce

said provision or any other provision hereof.

Section 13.02. Enforcement by Others: Additionally, and after reasonable notice in writing, any owner not at the time in default hereunder, shall have the option of bringing an action for damages, specific performance or injunctive relief against a defaulting owner. Any judgment entered in such case shall include an award of reasonable attorney's fee to the prevailing party.

Section 13.03. Rights of Entry: The committee shall have a limited right of entry in and upon all lots and the exterior of all residences for the purpose of taking corrective action that it may deem necessary and proper. Nothing in this Article shall in any manner limit the right of the owner to exclusive control over the interior of his residence.

ARTICLE XIV DURATION AND AMENDMENT

Section 14.01. Duration: This Declaration shall continue in full force and effect for a term of twenty-five (25) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a declaration of termination is recorded with the County Clerk and Recorder of Fergus County, Montana, and approved by the Fergus County Commissioners. The declaration must meet the requirements of an Amendment, as set forth here in below. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any lot from membership in the Association so long as this Declaration shall continue in full force and effect.

Section 14.02. Amendment: Notice of the subject matter of a proposed Amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the owners at which meeting such amendment is to be discussed.

All other amendments shall be effective only upon written approval by not less than seventy-five percent (75%) of record owners of all lots in the Project at the time of such amendment, including lots owned by the Declarant. Any amendment must be approved by the Fergus County Commission.

It is anticipated that additional property and lots will be annexed to Whispering Ridge Subdivision and share in the ownership of the common areas. Each owner of any lot, by acceptance of a deed or conveyance thereof, whether or not it shall be so expressed in any such deed or instrument of conveyance, is deemed to Covenant and accept any and all annexation such as Declarant may make.

ARTICLE XV
MISCELLANEOUS AND GENERAL PROVISIONS

Section 15.01. Severability: Invalidity of any one of these covenants or any portion thereof by judgment or court order shall in no way effect any of the other provisions of this Declaration.

Section 15.02. Liability: Neither the Declarant, the Management Committee, their assignees, delegates, nor the Architectural Control Committee shall be liable to any other person for any action or failure to act hereunder where such action or failure was in good faith.

Section 15.03. Annexation of Additional Property: Any real property may be annexed to the Project in the discretion of the Declarant. Such real property shall be made subject to this Declaration at the time that is it annexed.

Section 15.04: As the Project is being constructed in a wildlife area, lot owners should expect wildlife in the area and upon the lots, and neither the Declarant, the Management Committee, their successors, delegates, assigns, or the Architectural Control Committee, nor any member thereof, shall have any responsibility for any damage caused by wildlife, or for removal of wildlife from the Project.

Section 15.05. Roads: Lot owners hold a non-exclusive right to use the roads within the subdivision. The Declarant reserves the right to utilize the roads for future development and may grant non-exclusive use easements and/or rights to third parties. Likewise, the Declarant may construct road(s) not currently shown on the plat, for the purpose of accessing additional properties, so long as construction occurs on a lot owned by the Declarant or with the written permission of the owner of the lot over which such road will pass.

Section 15.06. Proximity to Military and Agricultural Property: Lot owners are hereby advised that the property subject to these covenants is located within two (2) miles of military property. In addition, property subject to these covenants is adjacent to agricultural lands. Land use within the subdivision must not unduly effect or infringe upon the agricultural use of adjacent and nearby lands. To further preserve the agricultural nature of the lands described herein, the Declarant and any other lot owner may continue to use individual lots within the subdivision to produce hay or grain. The Declarant may produce hay or grain on the dedicated parklands and common areas until such time as the Homeowners Association determines that alternative use of such areas is more appropriate. The use restrictions set forth in Article XI and in other provisions of these covenants shall not prevent hay or grain production on any lot.

Section 15.07 Fire Protection: Primary fire protection will be provided by the City of Lewistown.

IN WITNESS WHEREOF, the Declarant has executed this instrument the day and year first above written.



RONALD A. COMBS
Managing Partner
Whispering Ridge Subdivision, AOC LLP

STATE OF MONTANA)
 : SS
COUNTY OF FERGUS)

On this 19th day of November, 2009, before me the undersigned, a Notary Public for the State of Montana, personally appeared RONALD A. COMBS, known to me to be a President of AOC, LLC, the company that executed the within instrument, and acknowledged to me that such company executed the same.

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



Marny A. Bergo
Print Name

Marny A. Bergo
Notary Public for the State of Montana
Residing at Lewistown, Montana
My commission expires: April 1, 2010