

AFTER RECORDING
MAIL TO:
RSMEA
174 RISING SUN Rd.
CAMERON, MT. 59720

147459 RECORDS Pages: 33
STATE OF MONTANA MADISON COUNTY
RECORDED: 09/11/2012 3:10 KOI: COVENANTS
Peggy Kaatz Stemler CLERK AND RECORDER
FEE: \$241.00 BY: Peggy Kaatz Stemler
TO: RSMEA 174 RISING SUN RD, CAMERON MT 59720

pm
pm

RISING SUN MOUNTAIN ESTATES OWNERS ASSOCIATION

SEPTEMBER 4, 2012

THIS DOCUMENT AND THE ATTACHMENTS HERETO SHOWN AS Exhibit "A" BEING COMPRISED OF COPIES OF THE ORIGINAL COVENANTS, CONDITIONS AND RESTRICTIONS DATED JUNE 1, 1979, THE RULES AND REGULATIONS FOR THE RISING SUN MOUNTAIN ESTATES OWNERS ASSOCIATION DATED APRIL 15, 1984, APRIL 25, 1988, AUGUST 12, 1995, AND AUGUST 24, 1996, THE BY-LAWS OF THE RISING SUN MOUNTAIN ESTATES OWNERS ASSOCIATION, INC. DATED APRIL 15, 1984 AND THE ARTICLES OF INCORPORATION OF THE RISING SUN MOUNTAIN ESTATES OWNERS ASSOCIATION, INC. FILED WITH THE SECRETARY OF STATE FOR MONTANA ON NOV. 1, 1983 AS FILING #291431, IS BEING RECORDED FOR CLARIFICATION AND DISCLOSURE OF ANY AND ALL REVISIONS AND AMENDMENTS TO THE ORIGINAL DOCUMENTS LISTED ABOVE THAT MAY OR MAY NOT BE OF PUBLIC RECORD AS OF THIS DATE.

IN WITNESS THEREOF, we, being the directors of the RISING SUN MOUNTAIN ESTATES OWNERS' ASSOCIATION, INC., have hereunto set our hands the 4th day of Sept., 2012.

Curtis Gwin

Curtis Gwin- Director/ President

Steven Coontz

Steven Coontz-Director/ Secretary/Treasurer

Kent Elder

Kent Elder- Director

Tom Collopy

Tom Collopy- Director

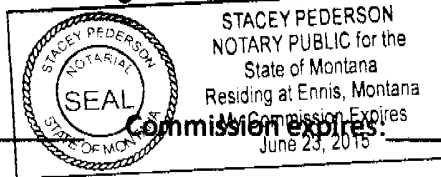
STATE OF MONTANA)

COUNTY OF MADISON) SS:

This instrument was acknowledged before me on 4 day of September, 2012 by CURTIS GWIN as Director/ President of the Rising Sun Mountain Estates Owners Association.

Stacey Pederson Notary

Residing at: Ennis



Commission expires: 6/23/2015

STATE OF MONTANA)

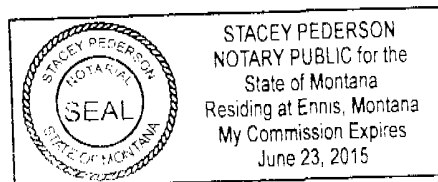
COUNTY OF MADISON) SS:

This instrument was acknowledged before me on 6 September, 2012 by STEVEN COONTZ as Director/Secretary/Treasurer of the Rising Sun Mountain Estates Owners Association.

Stacey Pederson Notary

Residing at: Ennis

Commission expires: 6/23/2015



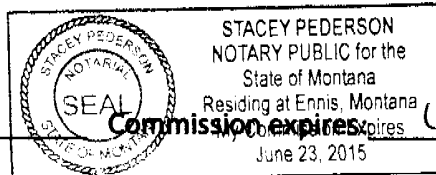
STATE OF MONTANA)

COUNTY OF MADISON) SS:

This instrument was acknowledged before me on 4 September, 2012 by KENT ELDER as Director of the Rising Sun Mountain Estates Owners Association.

Stacey Pederson Notary

Residing at: Ennis



Commission expires: 6/23/12

STATE OF MONTANA)

COUNTY OF MADISON) SS:

This instrument was acknowledged before me on 5 September, 2012 by TOM COLLOPY as Director of the Rising Sun Mountain Estates Owners Association.

Andrea Noack Notary

Residing at: Ennis



ANDREA NOACK
NOTARY PUBLIC for the
State of Montana
Residing at Ennis, Montana
My Commission Expires
May 27, 2016

Commission expires: May 27, 2016

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

RISING SUN MOUNTAIN ESTATES

THIS DECLARATION of conditions, covenants, restrictions, regulations, reservations and easements affecting the hereinafter described property of CENTRAL STATES INVESTMENT COMPANY, of Memphis, Tennessee, "Developer" located in Madison County, Montana, made and executed this / day of June, 1979.

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property hereinafter described in this Declaration and is desirous of subjecting said real property to the conditions, covenants, restrictions, regulations, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and parcel thereof, and shall apply to and bind the successors in interest and any owner thereof:

NOW, THEREFORE, Developer hereby declares that the following real property ("Property") is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, regulations, reservations and easements hereinafter set forth:

Section 27, T9S, R1E, Madison County, Montana, as per certificate of survey, Book 7 of Surveys, Page 234.

Section 28, T9S, R1E, Madison County, Montana, as per certificate of survey, Book 7 of Surveys, Page 233.

Roadway easement that extends from State Highway 287 to Section 28 along the north 40 feet of E 1/2 of Section 31, Section 32, and W 1/2 of Section 33, T9S, R1E, Madison County, Montana.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to Rising Sun Mountain Estates Owners' Association, a Montana non-profit corporation, and its successors and assigns.

Section 2. "Common properties" shall mean the roads as shown on the recorded plat or Rising Sun Mountain Estates and the Utility easements retained herein.

Section 3. "Developer" shall be Central States Investment Company, a Tennessee corporation.

Section 4. "Tract", except as otherwise herein provided, shall refer to any parcel of land shown on the recorded plat of Rising Sun Mountain Estates and designated as a tract by its specified number.

Section 5. "May" is permissive.

Section 6. "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any tract situated within the properties, but notwithstanding the applicable theory of the mortgage, it shall not mean and refer to the mortgagee unless and until such mortgagee has acquired title pursuant to the foreclosure of the mortgage or any proceeding in lieu thereof. A buyer of a tract under a contract for deed, or other arrangement whereby the buyer does not have record title, shall be considered an "owner" for the purposes of this declaration.

Section 7. "Shall" is mandatory.

ARTICLE II.

PROPERTY RIGHTS

Section 1. Any owner may delegate, in accordance with the by-laws of the Association, his right of roadway access to the National Forest to the members of his family or his tenants. This access, 10 feet in width, shall be reserved along the north 10' of tract 13, Section 27, T9S, R1E, M.P.M.

Section 2. Each tract shall be subject to an easement 10 feet in width along the back, front and side lines thereof for such rights-of-way and easements as Developer (and the Association) may grant for installation and maintenance of water lines, including lines for irrigation water, sewage disposal, power lines, telephone lines and other utilities. Developer specifically reserves the right and power to grant such easements prior to formation of the Owner's Association as hereinafter provided and the said Association shall have such right and power after formation of said Owner's Association. If Developer of the Association enters into an agreement with any utility company for the installation of trunk telephone lines or primary power lines to serve a tract or groups of tracts, Developer or the Association shall have the power to assess the proportional cost of such utilities to each tract served thereby and shall also have the power, if required by the utility company, to assess and collect the actual proportional cost of any fee required to provide service to such tract.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a tract shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any tract.

Section 2. Developer shall form an Owner's Association on or before 60% of the tracts comprising Rising Sun Mountain Estates are sold. The form of the intended Articles of Incorporation and By-Laws are available at the office of Developer.

Section 3. Prior to the formation of the Owner's Association, all rights, powers and duties of said Association shall be held and exercised by Developer.

ARTICLE IV.

MAINTENANCE ASSESSMENTS

Section 1. Developer, for each tract owned by it within the properties described, hereby covenants, and each owner of any tract, by executing a contract for deed, whether or not it shall be so expressed in such contract for deed, is deemed to covenant and agree, to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the tract against which each such assessment is made from the date of such assessment. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the holder of a contract for deed concerning each tract at the time when the assessment fell due.

Section 2. The assessments levied by the Association shall be used exclusively to promote the enjoyment, recreation, health, safety and welfare of the residents and guests of the property above-described and for the improvement and maintenance of the common area. The Association shall be responsible for and may levy assessments for liability insurance, local taxes and the maintenance of recreational and other facilities in the common area.

Section 3. The Association shall make no annual assessments until after the 31st day of December, 1980. Thereafter, the Association, through the Board of Directors, may make annual assessments not to exceed, in the first year, \$100.00 per tract. Thereafter, the maximum annual assessments may be increased each year by not more than 10 per cent above the maximum assessment for the previous year without a vote of the membership. However, the annual assessments may exceed the amount set forth hereinabove, if approved by two-thirds (2/3) of all votes, voting in person or by proxy, at a meeting duly called for such purpose.

Section 4. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for

the purpose of defraying, in whole or in part, the costs of any construction, repair, construction or repaid, or replacement of a capital improvement upon the common area including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of all votes, voting in person or by proxy, at a meeting duly called for such purpose.

Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast forty per cent (40%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Both annual and special assessments must be fixed at a uniform rate for all tracts and may be collected on a monthly or annual basis.

Section 7. The Board of Directors shall fix the amount of the annual assessment against each lot at least 30 days in advance of the due date of each annual assessment. Written notice of the annual assessment shall be sent to every owner or member subject thereto. The due date shall be established by the Board of Directors. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified tract have been paid.

Section 8. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10% per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the tract. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his tract.

ARTICLE V.

COMMON FACILITIES

The following shall be considered common property and the reservation thereof for the welfare of owners of Rising Sun Mountain Estates shall be perpetual:

(a) Roads: All roads shown on the plat of Rising Sun Mountain Estates and the roadway and trail easements hereinafter described, shall be available for the common use of all owners, subject to control and maintenance by the Association. The Developer hereby assigns to the Association all of its right, title and interest in and to a roadway easement that extends from State Highway 287 to Section 28 along the north 40 feet of E 1/2 of Section 31, Section 32, and W 1/2 of Section 33, T9S, R1E, Madison County, Montana. Access to said roadway shall be limited to property owners, their tenants and guests under such rules and regulations as the Association may provide. Developer has also provided a 10 foot non-motor vehicle access to the National Forest as shown on the recorded plat along the south section line of Section 27, T9S, R1E, and an easement for a trail 10 feet in width commencing from the roadway that turns to the south at the northwest corner of Tract 13, Section 27, Township 9 South, Range 1 East, Madison County, Montana, thence northeast along the boundary lines of Tracts 1 and 13, of said Section 27, to the east section line of Section 27 and The National Forest, all contained within Tract 13.

(b) Water: The ditches that flow through the property from south to north and the water that flows therein are not the property of the Developer or the Association. The water from "D Creek" and the water from Wolf Creek appurtenant to the property shall be common property for the use and benefit of property owners under such rules and regulations as the Association may provide. The Association may drill wells which could be suitable for providing a water supply to one or more of the tracts. In such event, the tract or tracts which can be served from such well or wells shall be allowed to obtain water from the wells, upon such terms as Association may require. In the event of use of one well by more than one tract, the well shall be common to the tracts using it and the tract owners using said well shall grant reciprocal easements necessary for the common use of the well and shall commonly maintain such well.

(c) Sewer. The Developer will not construct or maintain a common sanitary sewer system. It shall be the responsibility of each tract owner to provide for sewage disposal for that tract. Several tract owners may provide for a sanitary sewer system common to their tracts.

(d) **Solid Waste:** Each owner shall be responsible for the disposal of solid waste, subject to the restrictions contained in this declaration.

ARTICLE VI.

USES

Section 1. No portion of a tract shall be used except for a purpose or use as hereafter specified, and no structure shall be erected or maintained on any tract or portion thereof, except a structure herein specifically permitted.

(a) **Single Family:** All tracts shall be used for single-family residence only, subject to the right to subdivide the tract after a period of two years from the date of purchase into two tracts, no one of which shall have an area less than 25% of the area of the original tract.

(b) **Signs:** No signs, billboards, posters or other advertising devices of any kind or character may be erected or displayed upon any of the tracts, except signs displayed to identify the occupants of the dwelling, and such direction signs and identification signs deemed necessary by the Association, and excepting signs used by Developer for sale of the property.

(c) **Livestock and pets:** Animals and livestock may be raised, bred or kept on the property, under the following conditions:

1. That animals other than cattle are not kept, bred or maintained for any commercial purpose. No more than 10 large animals may be kept on any twenty (20) acre tract.
2. Any livestock kept on said property must be fenced in by the Owner of said property.
3. No poultry of any type may be kept upon any part of the property for any purpose, except game birds.
4. No swine or goats shall be permitted for any purpose on the property.

(d) Any structure placed or erected on any tract shall be of new construction, and no building, mobile home, or other structure shall be moved onto any of said tracts, without specific written approval, in advance, from the Architectural Committee.

(e) No trash, debris, organic or inorganic waste shall be permitted to accumulate on any tract or on any street adjacent thereto, but shall be promptly and efficiently disposed of, and no vacant or other tract shall be used as a dump ground or burial pit. Outside trash or refuse cans or containers shall be of a size and secured in racks or other devices specified by the Association. Outside incinerators shall not be permitted.

(f) Mining, quarrying, excavation, oil drilling and development of any kind shall not be allowed on any tract or common area except for such excavation as may be necessary in connection with the construction or placement of improvements thereon in accordance with this declaration. Developer shall assign to each tract owner its interest in oil, gas and minerals. Developer reserves the right to excavate gravel from any unsold tract.

(g) Storage and use of flammable liquids, gases and fuels shall be in accordance with the requirements of the Uniform Fire Code, as currently amended, and all containers of flammable liquids or gases shall be painted at all times so that no rust can form thereon.

(h) If irrigation water is used on any tract, it must be controlled by the user to insure that it is not wanted nor allowed to flood onto adjoining tracts or roads.

(i) All water supply systems, for domestic use, and all sewage disposal facilities shall be constructed, located and maintained at all times in compliance with requirements and standards established by the Montana Department of Health and Environmental Sciences and by any other governmental agency having jurisdiction.

(j) The exterior of all buildings shall be maintained in a neat, orderly fashion and kept in good repair by the owner. In addition to all other remedies, in the event an owner neglects or refuses to do this, the Association may cause it to be done and assess the cost thereof against the owner and property in the same manner as other assessments as provided herein.

ARTICLE VII.

ARCHITECTURAL COMMITTEE

Section 1. There is created an Architectural Committee which is herein referred to as the "Committee" which shall consist of three persons, none of whom need to be owners. The three persons shall be appointed by Developer until such time as the Association is formed, at which time the Board of Directors of the Association shall appoint the three members to the Committee.

Committee members shall serve a term of two (2) years each and can be appointed for successive terms. Each committee member shall have one (1) vote and a majority will control any decision made by the Committee.

Section 2. The Committee may make such reasonable rules and by-laws and adopt such procedures as it deems necessary to carry out its function, which rules, by-laws and procedures may not be inconsistent with the provisions of these covenants.

Section 3. No building, construction, reconstruction, alteration, remodeling, landscaping, parking, fence, timber cutting, or earth moving, wall or other improvement shall be placed, created, constructed, repaired, restored, reconstructed, altered, remodeled, added to, or maintained on any tract until building and site plans and specifications and such other information as the Committee may reasonably require, including, without being limited to, colors, building materials, and models, having been submitted to and approved by a majority of the Committee in writing, nor may any of the same be commenced until the Committee shall have issued a permit allowing for such an improvement.

Section 4. The Committee shall require that the construction of any dwelling located on any tract complies with the provisions of the following standard codes or their current amendments: the Uniform Building Code, the Uniform Plumbing Code, the Uniform Mechanical Code and the National Electrical Code. No sheet, galvanized nor corrugated iron siding or roofing, no tar paper nor imitation brick siding shall be used on the outside of any structure. Mobile homes or "double-wide" mobile homes are not permitted. Pre-built or modular homes meeting Federal Housing Administration and Uniform Building Code standards are permitted.

Section 5. Unless otherwise specified in these covenants, the Committee may designate set backs for and location of any structure as in its discretion best suits the requirements of the site.

Section 6. The Committee shall have the authority to reject materials, designs and colors submitted with plans or the plans themselves if they are not compatible with the rest of the development and the intent of the developer.

Section 7. The Committee shall have authority to grant variances to any building codes or construction requirements as set forth in this declaration.

Section 8. All improvements, construction, reconstruction, alterations, or remodeling or any activity requiring the approval of the Committee must be completed in substantial compliance with the plans and specifications initially approved by the Committee and completed within 365 days from the starting date of construction. No tract shall be used as the location of any structure, temporary or permanent, until there is installed for the use of such tract an approved method of sanitary sewage disposal. The Committee shall have the power, authority and standing right to enforce these covenants in any court of law or equity when it reasonably believes that the same has been violated.

Section 9. The Committee shall require complete plans of construction, including, but not limited to, building plans and specifications and site plans. The Committee may also require reasonable fees to be paid with the filing of the plans and specifications and the issuance of building permits. All applications for building permits shall be accompanied by a statement, in writing, by the builder, covenanting and agreeing that he will carry out the improvements, construction, reconstruction, alterations, or remodeling in strict accordance with the plans and specifications submitted and that, in the event that he shall not do so, he shall, at his own expense, correct such noncompliance.

Section 10. The Committee shall be governed by the following guidelines in its consideration of plans and specifications submitted for its approval:

(a) It must recognize that this is a development planned for quality, desirable residential purposes and that all improvements including the erection of buildings, landscaping, etc., should be consistent with the overall suitability and desirability of the area.

(b) In considering any plans and specifications, the Committee shall examine the suitability of the same to the lot, including the materials of which it is to be constructed and the relationship of the same to the neighborhood and adjacent properties. In addition, the Committee shall consider the location of the same upon the lot and the features thereof, including height, in relationship to the view from dwellings upon adjacent properties.

(c) All plans shall be approved according to the guidelines as set forth in this declaration as well as by considering aesthetic values of the area.

Section 11. The Committee, or the individual members thereof, may not be held liable by any person for any damages for any Committee action taken pursuant to these covenants, including, but not by way of limitation, damages which may result from correction, amendment, changes or rejection of plans, the issuance of building permits or any delays associated with such action on the part of the Committee.

Section 12. In reviewing the plans, especially the site plans as presented by the owner, the Committee shall attempt to preserve and protect the environment and the aesthetic value of the area.

Section 13. The Committee may not act in an unreasonable or arbitrary manner. If a decision of the Committee is deemed by any tract owner to be unreasonable or arbitrary, such tract owner may appeal such decision to the Directors of the Association, following such appeal procedure as the Directors may prescribe. Upon consideration of such appeal, the Directors may affirm, overrule or modify the decision of the Committee. The decision of the Directors shall be conclusive and binding upon all parties.

ARTICLE VIII.

GENERAL PROVISIONS

Section 1. The Association, the Committee or any owner shall have the right to enforce by proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens, and charges, now or hereinafter imposed by the provisions of this declaration. Failure by the Association, the Committee or any owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. In case of suit to enforce this declaration, the party who is successful in said suit shall be entitled to recover from the other party, as part of its costs and disbursements, a reasonable attorneys' fee.

Section 2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

Section 3. This declaration may be amended during the first 25 years by any instrument signed by not less than the owners of seventy-five percent (75%) of all tracts and thereafter by an instrument signed by not less than the owners of sixty percent (60%) of all tracts. For purposes of this section each tract shall have one vote toward the 75% or 60% required. For example, if one owner owns 75% of all tracts that owner could amend these covenants. Any amendment must be recorded in Madison County before it is valid.

Section 4. Should any of the tracts hereafter become subject to any zoning ordinance or regulation, passed by a governmental body with jurisdiction, the provisions herein which are more restrictive than such zoning regulation shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this declaration to be executed this 1 day of June, 1979.

CENTRAL STATES INVESTMENT COMPANY

BY

Robert L. Ledbetter, Jr.
Robert L. Ledbetter, Jr., President

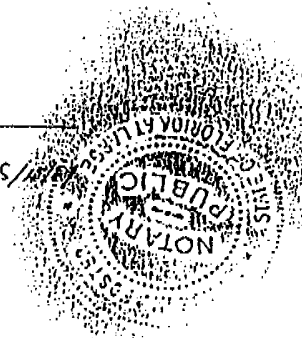
STATE OF FLORIDA)
: ss.
COUNTY OF BAY)

On this 1 day of June, 1979, before me, the undersigned, a Notary Public for the State of Florida, personally appeared ROBERT L. LEDBETTER, JR., known to me to be the president of Central States Investment Company, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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

[Signature]
Notary Public

My Commission Expires 5/1/80



Filed for record on the 26th day of
June A. D. 1979 at 2:45
o'clock P. M. and recorded in Volume 263
of RECORDS on Page 522 - 528,
Records of Madison County, Montana
by [Signature]
County Recorder
Fee \$ 14.00 Return to _____

Return to: CENTRAL STATES INVESTMENT CO.,
Box 18561
MEMPHIS, TENN. 38118

Att: Robert Ledbetter

From B.D. April 15, 1984



RIISING SUN MOUNTAIN ESTATES OWNERS' ASSOCIATION

~~April 15, 1984~~
RULES & REGULATIONS

for
Rising Sun Mountain Estates
Owners' Association, Inc.

Director & President
RICHARD P. MCGURNE
Rural P.O. Box 884
Emm, MT 57029
(406) 882-4370

Director & Vice President
TERRY L. LARSON
1823 East 18000 South
Sandy, UT 84070
(801) 571-3467

Director & Secretary
C. ROSS ANDERSON
P.O. Box 8171
Salt Lake City, UT 84108
(801) 582-4207

Treasurer
DIANA WILSON
P.O. Box 181
McAllister, MT 59740
(406) 882-4214

1. Members will be allowed hunting or National Forest access privileges for either themselves and all member of their immediate family or themselves plus three (3) guests per tract during a season, whichever is greater. The immediate family is defined as the owner and his or her spouse and dependent children. Married children, sons-in-law and brothers or sisters are not considered members of the immediate family.
2. If and when a tract of land is divided, each new tract assumes two (2) maximum hunting or National Forest access privileges and forfeits the immediate family provision. As stated in Article VI of the Covenants, a tract may only be divided once.
3. If a tract is leased, the leasee or tenant may also obtain all hunting or National Forest access privileges and thereby eliminate all previous member or owner hunting access privileges. A maximum of two (2) hunting or National Forest access privileges will be allowed for a leased tract and only one (1) for a divided tract.
4. Owners or members cannot assign or sell their hunting or National Forest access privileges to their tract. Furthermore, owners must accompany the guest to the gate and open the gate both when the guest enters and leaves the development.
5. Where a tract is owned by more than one person, association, or firm, a maximum of four (4) hunting or National Forest access privileges will be allowed.
6. Members will be given a member's card upon payment of the annual assessment and assigned a maximum of three (3) guest cards each year, beginning in 1984 upon the following conditions:
 - a. A fee of \$5.00 is paid per guest card requested.
 - b. The name, address, and current Montana big game hunting license number, where applicable, is supplied to the Treasurer after April 30, but before October 1st prior to the big game hunting season. Cards will be filled out by an officer or sent to each member within fifteen days. Cards are not transferrable. Owners and guests will be required to carry proper identification and cards at all times they are hunting and/or using the Association access to the National Forest. Any owner or guest not carrying a card and proper identification shall be treated as a trespasser and prosecuted under the law.
7. Any owner or member who is found in violation of these rules and regulations will have their hunting or National Forest access privileges taken away for one or more years, depending upon the seriousness of the violation. The Board of Directors will be responsible for determining the appropriate penalty on a case by case basis.



RIISING SUN MOUNTAIN ESTATES OWNERS' ASSOCIATION

Director & President
RICHARD F. MCGUIRE
Rural P.O. Box 884
Coeur, MT 57620
(406) 882-4378

Director & Vice President
TERRY L. LADRUIN
1883 East 10980 South
Sandy, UT 84070
(801) 571-3467

April 25, 1988

RULES AND REGULATIONS for Rising Sun Mountain Estates Owners' Association, Inc.

Director & Secretary
C. ROSS ANDERSON
P.O. Box 8171
Salt Lake City, UT 84108
(801) 582-4287

Treasurer
DIANA WILSON
P.O. Box 151
McAfee, MT 58740
(406) 882-4214

Rules and Regulations adopted and published per Article VII, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, Section I, of the BY-LAWS governing the use of the common area and facilities, and the personal conduct of the members and their guests.

1. Members will be allowed hunting or National Forest access privileges for either themselves and all members of their immediate family or themselves plus three (3) guests per tract during the season, whichever is greater. The immediate family is defined as the owner of his or her spouse and dependent children. Married children, sons-in-law and brothers or sisters are not considered members of the immediate family.
2. If and when a tract of land is divided, each new tract assumes two (2) maximum hunting or National Forest access privileges and forfeits the immediate family provision. As stated in Article VI of the Covenants, a tract may only be divided once.
3. If a tract is leased, the leasee or tenant may not obtain any hunting or National Forest privileges. No commercial activities of any kind are allowed.
4. Owners or members cannot assign or sell their hunting or National Forest access privileges of their tract. Furthermore, owners must accompany the guest to the gate and open the gate both when the guest enters and leaves the development.
5. Where a tract is owned by more than one person, association, or firm, a maximum of four (4) hunting or National Forest access privileges will be allowed.
6. Members will be eligible for a member's card upon payment of the annual assessment and sold a maximum of four (4) member and guest cards for each year upon the following conditions:
 - a. A fee of \$5.00 is paid for each member and/or guest card requested.

- b. The name, address and current Montana big game hunting license number, where applicable, is supplied to the Treasurer after April 30, but before October 1st prior to the big game hunting season. Cards will be filled out by an officer or sent to each member within fifteen days. Cards are not transferrable. Owners and guests will be required to carry proper identification and cards at all times they are hunting and/or using the Association access to the National Forest. Any owner or guest not carrying a card and proper identification shall be treated as a trespasser or prosecuted under the law.
7. All terrain vehicles, snowmobiles, and motorcycles are not encouraged but are allowable only on the access roads and the owner's tract. They will be operated at all times in a safe, reasonable, and prudent manner. Operators are prohibited from using any motorized vehicle to concentrate, drive, rally, stir up or harass any game or fur bearing animals by Montana State Law.
8. Multiple ownership of cabins is allowable. Everyone, including owners must have a proper owners identification or guest card issued by the Association. The guests name and hunting license number must be on each card issued. Partial ownership of a cabin does not guarantee hunting rights or access to the National Forest. Only tract owners have hunting rights.
9. No camps will be allowed during the hunting season between the subdivision property and the wilderness area boundary.
10. Mobile homes are not permitted according to the Covenants and cannot be moved onto the tracts without a specific written approval in advance from the Architectural Committee. However, short term use during construction, vacations or hunting season will most likely be permitted.

Any owner or member who is found in violation of any of these rules and regulations will have their hunting or National Forest access privileges taken away for one or more years, depending upon the seriousness of the violation. The Board of Directors will be responsible for determining the appropriate penalty on a case by case basis.



RIISING SUN MOUNTAIN ESTATES OWNERS' ASSOCIATION

AUGUST 12, 1995

Rules and Regulations adopted and published per Article VII, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, Section I, of the BY-LAWS governing the use of the common area and facilities, and personal conduct of the members and their guests.

1. For single ownership or undivided lots, members will be allowed hunting or National Forest Access Privileges for either themselves and all of their immediate family or themselves plus three (3) guests per tract during the season. The immediate family is defined as the owner, his or her spouse and dependent children. Married children, sons-in-law, fathers and brothers or sisters are not considered members of the immediate family.
2. If and when a tract of land is divided, each new tract assumes one (1) maximum hunting or National Forest Access Privileges and forfeits the immediate family provision. As stated in Article VI of the covenants, a tract may only be divided once from the tract shown on the original plat.
3. If a tract is leased, the leasee or tenant may not obtain any hunting or National Forest Access Privileges. No commercial activities of any kind are allowed.
4. Owners or members cannot assign or sell their hunting or National Forest Access Privileges of their tract.
5. Where a tract is owned by more than one person, association, or firm and not divided, a maximum of only four (4) hunting or National Forest Access Privileges will be allowed, family privilege is forfeit.
6. Members will be eligible for access cards under the following conditions:
 - a. Access privileges have not been withheld by the Board of Directors. Where access privilege is withheld by the Board of Directors on one tract it may not be obtained by using the privilege of a different tract.
 - b. All assessments have been paid to date.
 - c. A fee of \$15.00 is paid for each card requested.
 - d. Name and address of each card recipient and the name, section and tract number of the owner is furnished with each request.
 - e. Cards are not transferrable.

- f. Owners and guests are required to carry proper identification and cards at all times when hunting or using the Association Access to the National Forest.
- g. Any owner or guest not in possession of a card and proper identification shall be treated as a trespasser and subject to prosecution under the law.
- h. Cards will be filled out and mailed to the tract owner within fifteen days of receipt of request and fees.
- i. All conditions must be met or no cards will be issued. Anyone on the Association roads or access without cards will be treated as a trespasser and be subject to prosecution.

NOTE: People are reminded that the Office where cards are issued is a one person operation with normal hours on Monday to Friday of 9 A.M. to Noon and from 1 P.M. to 5 P.M. this office does not issue keys. If you must phone make calls before 9 P.M. Mountain Standard Time.

7. All terrain vehicles, snowmobiles, and motorcycles (ATVs) are not encouraged but all legally registered, according to Montana law, will be allowed on the Associations designated roads as long as they stay on the roads. It will be the responsibility of the lot owner who permits the use of ATVs on the Association roads to comply with all of Montana laws in regard to registration, licensing and insurance. Off road use of ATVs on anothers lot without the owners permission will be considered criminal trespass and charges may be filed accordingly.

8. Multiple ownership of cabins is allowable. Everyone, including owners must have proper identification, owners card or guest card when using the Association,s National Forest Access. The guests name, owners name, Section and Tract number must be on each card issued. Partial ownership of a cabin does not guarantee hunting or National Forest access rights. Only Track owners who have paid all assessments due have hunting or National Forest access rights.

9. Mobile homes are not permitted according to the covenants and cannot be moved onto the tracts without specific written approval of the Architectural Committee. Self-contain highway registered and licensed units will be allowed for under sixty (60) days during construction, vacations, or hunting. For over sixty (60) days these units will need specific written approval of the Architectural Committee.

10. Old rule 10 was rescinded by unanimouse vote at the August 21st meeting. Free roaming livestock will now come under the provisions of Article VI, Section 1. (c) of the Declaration of Covenants, Conditions and Restrictions as filed in June of 1979 in Madison, County, Montana.

11. The Annual Assessment is set by the Board of Directors at their first meeting of the year and becomes due upon mailing of the minutes of their meeting. It becomes delinquent if payment is not received by August First of the year assessed and a delinquent fee of \$10.00 per tract per year will be assessed and added to the fee. When the assessment and late fee is not paid by the due date of the following years assessment the late fee for the last year will be doubled and continue to be doubled for each year the total owed is not paid. An additional late fee for the current year will be assessed on August First and added to the total owed. This late fee will in turn be doubled if not paid by the due date for the following years assessment.

12. The Association will file a lien on any tract that has not paid the assessment and any assessed late fees by October First of the year due. A registered letter on the Associations intent to file will be mailed to the delinquent tract owner as shown in our records. Cost of notification and cost of the lien filing plus the interest of 10 percent per annum authorized by the By-Laws will be added to the amount due when the lien is filed. The filing of a lien does not stop the assessments, interest, doubling of late fees or the assessment of new fees.

13. Any owner or member who is found in violation of any of these rules and regulations may have their hunting or National Forest access privileges taken away for one or more years, depending upon the seriousness of the violation. The Board of Directors will be responsible for determining the appropriate penalty on a case by case basis.



**RIISING SUN MOUNTAIN ESTATES
OWNERS' ASSOCIATION
RULES
AUGUST 24, 1996**

Rules and Regulations adopted and published per Article VII, POWERS and DUTIES OF THE BOARD OF DIRECTORS, Section I, of the BY-LAWS governing the use of the Common Area and Facilities, and Personal Conduct of the Members and their Guests.

1. For single ownership or undivided Tracts, members will be allowed Hunting or National Forest Access Privileges for either themselves and all of their family or four (4) guests per Tract during the period of 1 September through 31 December of each year. The immediate family is defined as the owner, his or her spouse and dependent children living with the owner. Married Children, Sons-in-law, Fathers and Brothers or Sisters are not considered members of the immediate family for access privileges.
2. If and when a Tract of land is divided, each new division is allowed only one (1) maximum hunting or National Forest Access Privilege and forfeits the immediate family provision. As stated in Article VI of the covenants, a tract may only be divided once from the Tract as shown on the original plat.
3. If a Tract is leased, the lessee or tenant may not obtain any Hunting or National Forest Access Privileges. No Commercial Activities of any kind are allowed on or through the Rising Sun Estates.
4. Owners or members cannot assign or sell their Hunting or National Forest Access Privileges of their tract.
5. Where a Tract is owned by more than one person, association or firm and not divided, a maximum of only four (4) Hunting or National Forest Access Privileges will be allowed and the family privilege is forfeit.
6. Eligibility for Access Cards will be determined under the following conditions:

- (a) Access privileges have not been withheld by the Board of Directors.
Where Access Privilege has been withheld by the Board of Directors on one Tract it may not be obtained by using the privilege from a different Tract.
- (b) All assessments have been paid to date.
- (c) A fee of \$15.00 is paid for each card requested.
- d. Name and Address of each card recipient and the name, section and tract number of the owner is furnished with each request.
- e. Cards are not transferrable and information required by "d" is furnished.
- f. Owners or guests are required to carry identification and access cards at all times when hunting or using the Association Access to the National Forest. Identification and access card will be shown to anyone who asks to see them.
- (g) Any owner or guest not in possession of a card and identification or Who refuses to show same when asked shall be treated as a trespasser and subject to prosecution under the law.
- h. Access Cards will be filled out and mailed to the requestor within fifteen days of receipt of the request and required fees.
- i. AH conditions must be met or no access cards will be issued. Anyone on the Association roads or access trails without cards, from 1 September through 31 December is subject to be treated as a trespasser and subject to prosecution.

7. All terrain vehicles, snowmobiles, and motorcycles (ATVs) are not encouraged but all legally registered, according to Montana Law, will be allowed on the Associations designated roads as long as they stay on the roads. It is the responsibility of the Tract Owner who permits the use of ATVs on the Association Roads to comply with all of Montana Laws in regard to registration, licensing and insurance. Off road use of ATVs on an others Tract without permission or on the Association Trails will be considered criminal trespass and subject to charges being filed accordingly.

8. Multiple ownership of cabins is allowed however a list of all owners will be filed with the Association Secretary. Everyone, including tract owners will have proper identification and access cards. (See rule 6.1.) Partial ownership of a cabin does not guarantee Hunting or National Forest Access Privilege rights.

9. Mobile homes are not permitted according to the covenants and cannot be moved onto the tracts without specific written approval of the Association Architectural Committee. Self-contained, highway registered and licensed units will be allowed for under sixty (60) days during construction, vacations, or hunting. For over sixty (60) these self-contained units will need specific written approval of the Association Architectural committee.

10. Old rule 10 was rescinded by unanimous vote at the August 21st meeting in 1993. Free roaming livestock will come under the provisions of Article VI, Section 1. (c.) 2. of the Declaration of Covenants, Conditions and Restrictions as filed in June of 1979 in Madison, County, Montana.

NOTE !!!

Article VI. Section 1. (c.) 2. "Any livestock kept on said property must be fenced in by the owner of said property."

11. The Annual Assessment is set by the Board of Directors at their first meeting of the year and becomes due upon mailing of the minutes of that board meeting. The assessment becomes delinquent if payment is not received by August First of the year the assessment was set and a fee of \$10.00 per Tract per year will be assessed and added to the amount due. When the Assessment and the Late Fee Assessment are not paid by the due date of the following years assessment the Late Fee for the last year will be doubled and continue to be doubled for each year the total owed is not paid. In addition a late fee will be assessed for the current year on August First and added to the total owed. This late fee will in turn be doubled if not paid by the due date for the following years assessment.

12. The Association will file a lien on any tract that has not paid the assessment and any assessed late fees by October First of the year due. A letter indicating the associations intentions to file a lien will be mailed to the last known address of the delinquent tract owner according to our records; giving 30 days to pay or lien will be filed. Cost of lien filing, lien removal and notification, plus 10 percent interest per annum authorized by the By-Laws will be added to the amount due when the lien is filed. The filing of a lien does not stop the assessments, interest, doubling of late fees or the assessment of new fees.

13. From 1 January through 31 August of each year any Guest on the Association Roads or Access Trails unaccompanied by the Tract owner will have in his or her possession written permission from the Tract Owner to be on the Association Roads and Trails. No written permission, the person will be subject to filing of trespass charges by the Association.

14. Any owner or member who is found in violation of any of these rules and regulations may have their Hunting and National Forest Access Privileges taken away for one or more years, depending upon the seriousness of the violation. The Board of Directors will be responsible for determining the appropriate penalty on a case by case basis.

P-3

CERTIFIED

BY-LAWS

OF

RISING SUN MOUNTAIN ESTATES OWNERS' ASSOCIATION, Inc.

ARTICLE I

NAME AND LOCATION: The name of the corporation is RISING SUN MOUNTAIN ESTATES OWNERS' ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at Rural P.O. Box 684 Ennis, Montana, but meetings of members and directors may be held at such places within the State of Montana as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to RISING SUN MOUNTAIN ESTATES OWNERS' ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, filed of record in the office of the Clerk and Recorder of Madison County, Montana, as Document No. 291431, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Tract" shall mean and refer to any numbered and designated plot of land shown upon any recorded subdivision map of the Properties.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any tract situated upon the properties, and to the purchaser or purchases under a Contract for Deed, current in all respects, for the purchase of a tract, but notwithstanding the applicable theory of the mortgage, it shall not mean and refer to the mortgagee unless and until such mortgagee has acquired title pursuant to the foreclosure of the mortgage or any proceeding in lieu thereof.

Section 6. "Declarant" shall mean and refer to Central States Investment Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped tract from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Clerk and Recorder, Madison County, Montana.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

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ARTICLE III

MEETING OF MEMBERS

Section 1. ANNUAL MEETINGS: The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hours of 2:30 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

14.75
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Section 2. SPECIAL MEETINGS: Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3. NOTICE OF MEETINGS: Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

11.8
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Section 4. QUORUM: The presence at the meeting of members entitled to cast, or of proxies entitled to cast twenty percent (20%) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. PROXIES: At all meetings of members, each member may vote in person or by proxy, subject to the provisions of the Declaration. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his tract.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. NUMBER. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. TERM OF OFFICE. At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years; and at each annual meeting thereafter the members shall elect one or more directors for a term corresponding to the number of and terms of directors whose terms are expiring.

Section 3. REMOVAL. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. COMPENSATION. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. ACTION TAKEN WITHOUT A MEETING. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. NOMINATION. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. ELECTION. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held no less frequently than annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. QUORUM. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. POWERS. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the Common Area and facilities, except roads, of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, The Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties and compensation.

Section 2. DUTIES. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to;

(1) Fix the amount of the annual assessment against each tract at least thirty (30) days in advance of each annual assessment period, and fix the due date;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of the due date; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICES. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. TERM. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. MULTIPLE OFFICES. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. DUTIES. The duties of the officers are as follows:

5

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Board of Directors of the Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

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ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) per cent per annum, and the Association may bring an action at law against the Owner's property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his tract.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Rising Sun Mountain Estates Owners' Association and the state and year of incorporation.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

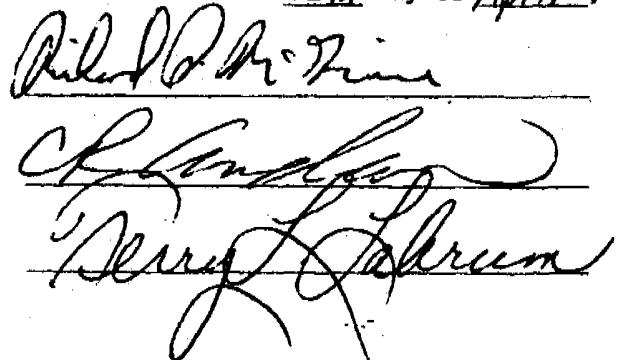
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Rising Sun Mountain Estates Owners' Association, have hereunto set our hands this 15th day of April, 1984.



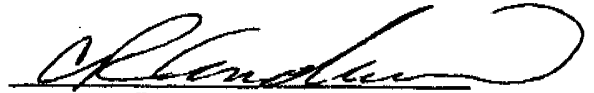
CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting secretary of the RISING SUN MOUNTAIN ESTATES OWNERS' ASSOCIATION, a Montana corporation; and

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 15th day of April, 1984.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 8th day of May, 1984.

(SEAL)


Secretary

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ARTICLES OF INCORPORATION
OFJIM WALTERMIRE
SECRETARY OF STATE*Jim Waltermire*

RISING SUN MOUNTAIN ESTATES OWNERS' ASSOCIATION, INC.

Pursuant to the provisions of the Montana Non-Profit Corporation Act, Title 35, Chapter 2, Montana Code Annotated, as amended, the undersigned HAMILTON G. KENNER, whose mailing address is Cameron, Montana 59720, as incorporator, hereby adopts the following Articles of Incorporation:

I

The name of the corporation is

"RISING SUN MOUNTAIN ESTATES OWNERS' ASSOCIATION, INC."

II

The period of its duration is perpetual.

III

The purposes for which the corporation is organized are as follows:

(a) The specific and primary purposes for which the corporation is formed are to provide the maintenance, preservation and architectural control of tracts, facilities and common areas contained within that certain real property located in the County of Madison, Montana, more particularly described as follows:

Section 27, Township 9 South, Range 1 East, Madison County, Montana, as per Certificate of Survey, Book 7 of Surveys, page 234.

Section 28, Township 9 South, Range 1 East, Madison County, Montana, as per Certificate of Survey, Book 7 of Surveys, page 233.

Roadway easement that extends from State Highway 287 to Section 28 along the north 40 feet of W $\frac{1}{4}$ Section 31, Section 32, and W $\frac{1}{4}$ Section 33, Township 9 South, Range 1 East, Madison County, Montana.

And such additional property as may hereafter be brought within the jurisdiction of the corporation, which is hereinafter referred to as the "property".

(b) The general purposes and powers are:

(1) To promote the health, safety and welfare of the residents within and persons visiting the above-described property.

(2) To exercise all of the powers and privileges and to perform all of the duties and obligations of the corporation arising from the protective covenants or any other declaration of covenants, conditions or

restrictions applicable to the property (hereinafter referred to as the "covenants"); or any property annexed from time to time to the covenants in accordance with the provisions thereof so as to become subject thereto.

(3) To fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the covenants; to pay all expenses in connection therewith and all office and other business expenses incident to the conduct of the business of the corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the corporation.

(4) To acquire, buy, receive gifts, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the corporation.

(5) To borrow money, mortgage, pledge or otherwise hypothecate any or all of its real and personal property as security for money borrowed or debts incurred.

(6) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Montana Non-Profit Corporation Act by law may now or hereafter have or exercise; and

(7) To act in the capacity of a principal, agent, joint venture, partner or otherwise.

The foregoing statement of purpose shall be construed as a statement of both purposes and of powers, and purposes and powers in each clause shall be in nowise limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

IV

Every person or entity owning a tract, as defined in the covenants, which is a part of the real property hereinbefore described, shall be a member of the Association. The authorized number and qualifications of members of the Association, the different classes of membership, the property, voting and other rights and privileges of members, and their liability to dues and

assessments and the method of collection thereof shall be as set forth in the covenants and in the by-laws of the corporation as are in effect from time to time.

V

The affairs of this corporation shall be managed by a board of three (3) directors. The directors of this corporation need not be members of the corporation. The number of directors may be changed by amendment of the by-laws of this corporation but shall not be reduced to less than three (3). The names and addresses of the persons who are to act in the capacity of directors until their successors are elected and qualify are:

<u>NAME</u>	<u>ADDRESS</u>
C. R. ANDERSON	P. O. Box 8171 Foothill Station 1865 South Main St., Suite 27 Salt Lake City, Utah 84108
RICHARD P. MCGUIRE	Rural P. O. Box 684 Ennis, Montana 59729
TERRY L. LABRUM	1893 East 10980 South Sandy, Utah 84070

VI

The address of the initial registered office of the corporation is: (rural) P. O. Box 684, Ennis Montana 59729, and the name of its initial registered agent at that address is: RICHARD P. MCGUIRE.

VII

This corporation is not organized for pecuniary profit. It shall not have or issue shares of stock or declare or pay dividends, and no part of the income or profit of the corporation shall be distributed to its members, directors or officers. Upon dissolution of this corporation, upon satisfaction of all outstanding debts and liabilities, the remaining assets of the corporation shall be distributed in undivided interests to the owners of the property in proportion that the number of tracts each owner owns bears to the total number of tracts in the entire property. In the event that property is owned jointly or by undivided interests, the assets shall be distributed to each owner the same as the ownership of the land.

VIII

The name and address of the incorporator is: HAMILTON G. KENNER, Cameron, Montana 59720.

IN WITNESS WHEREOF, the undersigned has executed these
Articles of Incorporation this 24th day of October, 1983.



HAMILTON G. KENNER

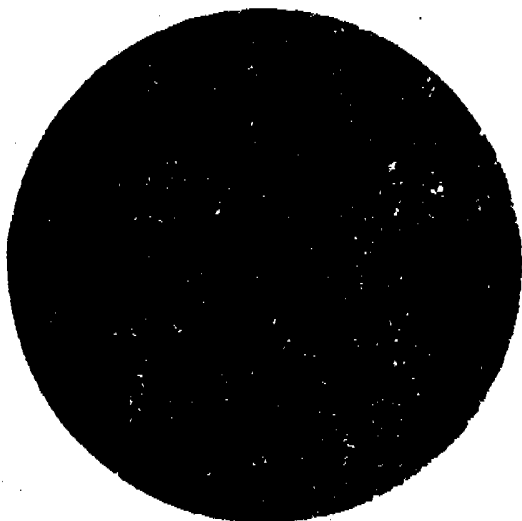
SECRETARY OF STATE

STATE OF MONTANA

CERTIFICATE OF INCORPORATION

I, JIM WALTERMIRE, Secretary of State of the State of Montana, do hereby certify that duplicate originals of the Articles of Incorporation for the incorporation of RISING SUN MOUNTAIN ESTATES OWNERS' ASSOCIATION, INC., a Montana corporation, duly executed pursuant to the provisions of Section 35-2-203, Montana Code Annotated, have been received in my office and conform to law.

NOW, THEREFORE, I, JIM WALTERMIRE, as such Secretary of State, by virtue of the authority vested in me by law, hereby issue this Certificate of Incorporation to RISING SUN MOUNTAIN ESTATES OWNERS' ASSOCIATION, INC., a Montana corporation, and attach hereto a duplicate original of the Articles of Incorporation.



IN WITNESS WHEREOF, I
have hereunto set my hand and
affixed the Great Seal of the
State of Montana, at Helena,
the Capital, this November 1,
A.D. 1983.

Jim Waltermire
JIM WALTERMIRE
Secretary of State

by Florence Armstrong Deputy