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MT 22994

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
Gateway Place II
MISSOULA, MONTANA

THIS DECLARATION (hereinafter "Declaration"), is made this day of Oct 16, 1992, by INLAND PROPERTIES, INC., a Montana corporation (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Inland Properties, Inc., the Declarant, is the owner of that certain real property in Missoula County, Montana, described in detail and with particularity in Exhibit "A" attached hereto and by this reference made a part hereof as if set forth in full at this point; and

WHEREAS, the Declarant wishes to place restrictions, covenants and conditions upon said real property for the use and benefit of the present owner and the future owners thereof;

NOW, THEREFORE, the Declarant hereby declares that all of the property described above shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property for the development of the same as a desirable commercial area. These restrictions, covenants and conditions shall run with the real property and shall be binding upon all parties having or requiring any right, title or interest in the described property, or any part thereof, and shall inure to the benefit of and be binding upon each successor in interest to the owner thereof.

ARTICLE I

DEFINITIONS

As used herein, the following words and terms shall have the following meaning, unless in context specifically provided otherwise:

1. "Declarant": Inland Properties, Inc. or any successor owner or assignee from Inland Properties, Inc. who acquires all of the unsold portions of the Property for development or resale and not for end use.

2. "Building": Any improvement built for the occupancy of persons or property or for any business or use of any kind.

3. "Lot": The parcels of land into which the Property was divided as shown on any recorded plat of the Property.

4. "Owner": The record owner (including without limitation the Declarant), whether one or more persons or entities of the fee simple title to any Lot or other portion of the Property, except that:

(a) Where any Lot has been sold by Declarant under an agreement for deed, the buyer thereunder (provided that he is not in default under said agreement), and not the Declarant, shall be deemed to be the Owner, and

(b) The term "Owner" shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure of any proceeding in lieu of foreclosure.

5. "Property": That certain real property described in Exhibit "A".

6. "Structure": Any improvement erected or placed upon any portion of the Property, including but not limited to part of and additions to Buildings, walls, fences and other enclosures, antennas, walks and driveways.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold and occupied pursuant to this Declaration is located in the City of Missoula, Missoula County, Montana, and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein.

Section 2. Recording. This Declaration is recorded on the 16 day of October, 1992, applies to all of the Property described in Exhibit "A", and supersedes all previous Declarations of protective conditions, covenants, and restrictions, including the Restated Protective Conditions, Covenants and Restrictions, dated August 7, 1991, and recorded under Book 384, Pages 2053-2062.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. Development Guidelines and Required Approvals. No structure, Building, excavation or construction of any kind and no fence, wall, garage, outbuilding, driveway of any kind or any addition, alteration or remodeling thereof shall be made, erected, constructed, altered, placed or permitted to remain upon any of the Lots until the plans and specification showing the nature, kind, shape, height, materials, and location of the same have been submitted to Declarant, and approved in writing by Declarant as to exterior design, size, height, type of construction, location and relation to surrounding structures and topography, including grading, drainage and ground cover. If Declarant fails to approve or disapprove within sixty (60) days after receipt of complete and detailed plans and specifications, approval shall not be required and this Article will be deemed to have been fully complied with.

Section 2. City Compliance. Declarant and all Owners shall observe rules of the City of Missoula in regard to placement of any Structure or other improvement on any Lot.

ARTICLE IV

GENERAL RESTRICTIONS AND COVENANTS

Section 1. General Purposes. This Declaration is made for the purpose of creating and keeping the Property desirable, attractive, beneficial and suitable in architectural design, materials and appearance, and for the mutual benefit and protection of the Owners of the Lots.

Section 2. Uses and Zoning. All Lots within the Property shall be used in conformity with the zoning restrictions of the City of Missoula, Missoula County, Montana.

Section 3. Construction. All construction on or within the Property shall be diligently prosecuted to completion. No construction materials shall at any time be placed or stored so as to impede, obstruct or interfere with pedestrian or vehicular traffic. Natural drainage must not be blocked or filled.

Section 4. Landscaping. Within one hundred twenty (120) days of the construction or placement of a Structure upon any Lot, all portions of such Lot not covered by improvements shall be landscaped or maintained in accordance with the requirements of any state or local governmental authority having jurisdiction over the premises. The Owner of each Lot shall maintain, irrigate, and cultivate all trees, hedges, shrubs, flowers, grass and other ground cover on its respective Lot, and shall replace dead or dying vegetation, so that the same are healthy, not unsightly nor a detriment to adjacent Lots. All landscaping must be designed to preserve and protect the area to prevent erosion.

Section 5. Unused Land. All unused land area that is planned for future building expansion or other purposes shall be maintained and kept free of unsightly plant growth, stored material, rubbish and debris.

Section 6. Trash, Garbage, Stockpiles, Etc. No trash, garbage or other refuse or inventory or stockpiles or wrecked automobiles, excluding a lumber yard, shall be maintained on any Lot without adequate fencing or screening from public view and protected from disturbance, all of which shall be approved by the Declarant. All rubbish, trash, garbage and all other waste materials shall be stored in containers of metal, plastic or other material which has a sufficiently tight fitting lid to prevent the escape of odors or the attraction of flies or other vermin.

Section 7. Flammable, Caustic or Toxic Liquids. All flammable, caustic and toxic liquids in excess of fifty-five (55) gallons shall be maintained in underground storage approved in advance by the Declarant, and no discharge of any flammable, caustic or toxic materials shall be allowed which infiltrates groundwater or surface water in the area. Each Owner shall comply with all governmental regulations applicable to flammable, caustic and toxic materials.

Section 8. Industrial Waste. All industrial waste shall be subject to such pretreatment as may be required by the Missoula City Engineers, and Missoula Health Department or other agency.

Section 9. Fire and Casualty Damage. Any Structure damaged by fire or other casualty must be removed from the Property or repairs commenced within thirty (30) days unless an extension of time for such removal or repair is granted by the Declarant. Any damaged Structure not so removed or repaired may be removed and stored at the Owner's Expense.

Section 10. Nuisance. No unreasonable noise or noise in excess of governmental standards, disturbances of the peace or other noxious or offensive activity shall be permitted, conducted or carried out upon any Lot.

Section 11. Insurance Rates. No Owner shall permit nor suffer any activity or failure to act upon their respective Lots which will increase the rate of insurance upon surrounding Lots or which will obstruct or interfere with the rights of other Owners.

Section 12. Underground Utilities. All exterior wiring or other utilities upon said Property that may lead to or from any Structure thereto shall be buried underground.

Section 13. Parking. All present and future vehicle parking including trucks, trailers, employee and visitor parking shall be provided on the Property and shall comply with all provisions of

the applicable Missoula City Zoning Regulations. All parking areas are to be paved to provide dust free all-weather surfaces with asphalt, concrete or other material approved by Declarant other than gravel.

Section 14. Effect and Duration of Covenants. The covenants, conditions and restrictions of this Declaration shall run with the land and shall be binding upon each Lot within the Property and each Owner therein, his or its heirs, successors, representatives and assigns, shall continue in full force and effect for a term of ten (10) years from the date this restated Declaration is recorded, after which this Declaration shall be automatically extended for successive periods of ten (10) years unless otherwise terminated or modified under Section 16 below.

Section 15. Amendment or Termination. The conditions, restrictions and covenants contained in this Declaration shall not be waived, altered, abandoned, terminated or amended in whole or in part except by written consent duly recorded in the office of the Clerk and Recorder of Missoula County, Montana, of the Owners representing at least two-thirds of the Property (based on square footage). The Declarant reserves the right to grant variances to any of the provisions of this Declaration where in its discretion it believes the same to be necessary and believes the same will not be injurious to the rest of the Property, except that no variance affecting roads, sidewalks, landscaping, Lot size or other such variance will be granted by the Declarant without prior written approval, where required by Code, by the appropriate City officials.

ARTICLE V

ANIMALS AND LIVESTOCK

No chickens, swine, poultry, goats, horses, livestock or similar animals or fowl shall be raised, kept or cared for on any Lot, except under the immediate care of a veterinarian.

ARTICLE VI

ENFORCEMENT

Section 1. By Owners. All conditions, restrictions and covenants contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant, its successors, personal representatives and assigns, and/or by the Owner or Owners of any Lot(s) within the Property. Any Owner of any Lot may institute and prosecute any proceeding at law or in equity against any person, firm or corporation violating or threatening to violate any of the conditions, covenants, or restrictions herein contained. Any such action may be maintained for the purpose of preventing a

violation of or to recover damages or obtain specific performance for the violation or for both such purposes. The failure of Declarant, its successors or assigns, or of any Owner of any Lot to enforce any of the conditions, restrictions or covenants herein contained shall in no way be deemed a waiver of the right to enforce such conditions, restrictions or covenants thereafter against any party. Nothing contained herein shall be construed as preventing the application of any remedy given by law against public or private nuisance. The remedies herein provided shall be in addition to any other remedy now or hereafter provided by law.

Section 2. Entry for Maintenance. If any Owner fails to maintain, replace, irrigate and/or cultivate landscaping on its respective Lot as required by Section 4 of Article IV, then Declarant and/or any other Owner(s), after delivery of a 14-day written notice to the Owner which has failed to maintain or replace its landscaping, may enter that Owner's Lot and undertake such maintenance, replacement, irrigation and/or cultivation as necessary to restore and maintain the Property in accordance with Section 4 of Article IV. The Declarant or other Owner undertaking such maintenance and replacement shall be entitled to full reimbursement for all costs and fees incurred in undertaking said maintenance and replacement, in addition to any remedy or recovery otherwise provided under this Article VI. The cost of such maintenance and replacement shall, together with interest thereon at 18% per annum or the maximum allowed by law, whichever is less, shall from and after completion of the work be a continuing lien on the Lot which shall run with the land. The Declarant and/or any Owner may bring an action to foreclose the lien against the Lot, in addition to any other remedy provided in this Article VI. The Owner which failed to maintain or replace shall remain liable after any conveyance of its Lot.

Section 3. Fees. The Declarant or any Owner prevailing in an enforcement proceeding under Sections 1 and/or 2 of this Article VI shall be entitled to recover all costs and fees of enforcement, including all reasonable attorneys' fees and court costs.

ARTICLE VIII

SEVERABILITY

Any invalidation of any condition, restriction or covenant herein contained by judgment or order of any court of competent jurisdiction shall in no way affect the validity of the remaining conditions, restrictions or covenants; and said remaining conditions, restrictions and covenants shall continue and remain in full force and effect. Any condition, restriction or covenant as invalidated shall be deemed separable from remaining conditions, restrictions and covenants herein set forth.

ARTICLE IX

LIABILITY OF DECLARANT

Other than Declarant's obligations under this Declaration as an Owner, which shall be binding on Declarant, Declarant shall have no liability to any Owner or other person, except for Declarant's gross negligence or willful misconduct, for any damages or other relief for its actions or failures to act or for any of the actions or failures to act of any Owner(s) or with regard to any Property covered by this Declaration, including without limitation the issuance or not of building permits or any delays associated with the Declarant's authority under Article III (Architectural Control), Article VI (General Restrictions and Covenants), and Article IV (Enforcement). The relationship between the Declarant and the Owners shall be deemed to be that of independent contractors and not that of principal and agent, partnership or joint venture. In addition, the Declarant shall have no liability or obligation under this Declaration to any person or entity except such liabilities and obligations as the Declarant has expressly assumed herein.

ARTICLE X

BINDING EFFECT

By execution of any contract to purchase or acceptance of any deed for any portion of the Property covered by this Declaration, and each successor, heir or assign thereof, as an Owner shall be conclusively deemed to have consented and agreed to all conditions, covenants and restrictions and agreements set forth herein. Any person who shall succeed in any manner to any interest therein by inheritance, decree, conveyance, lease, rental arrangement or by operation of law shall be bound fully by this Declaration.

IN WITNESS WHEREOF, this document has been executed the day and year first above written.

DECLARANT:

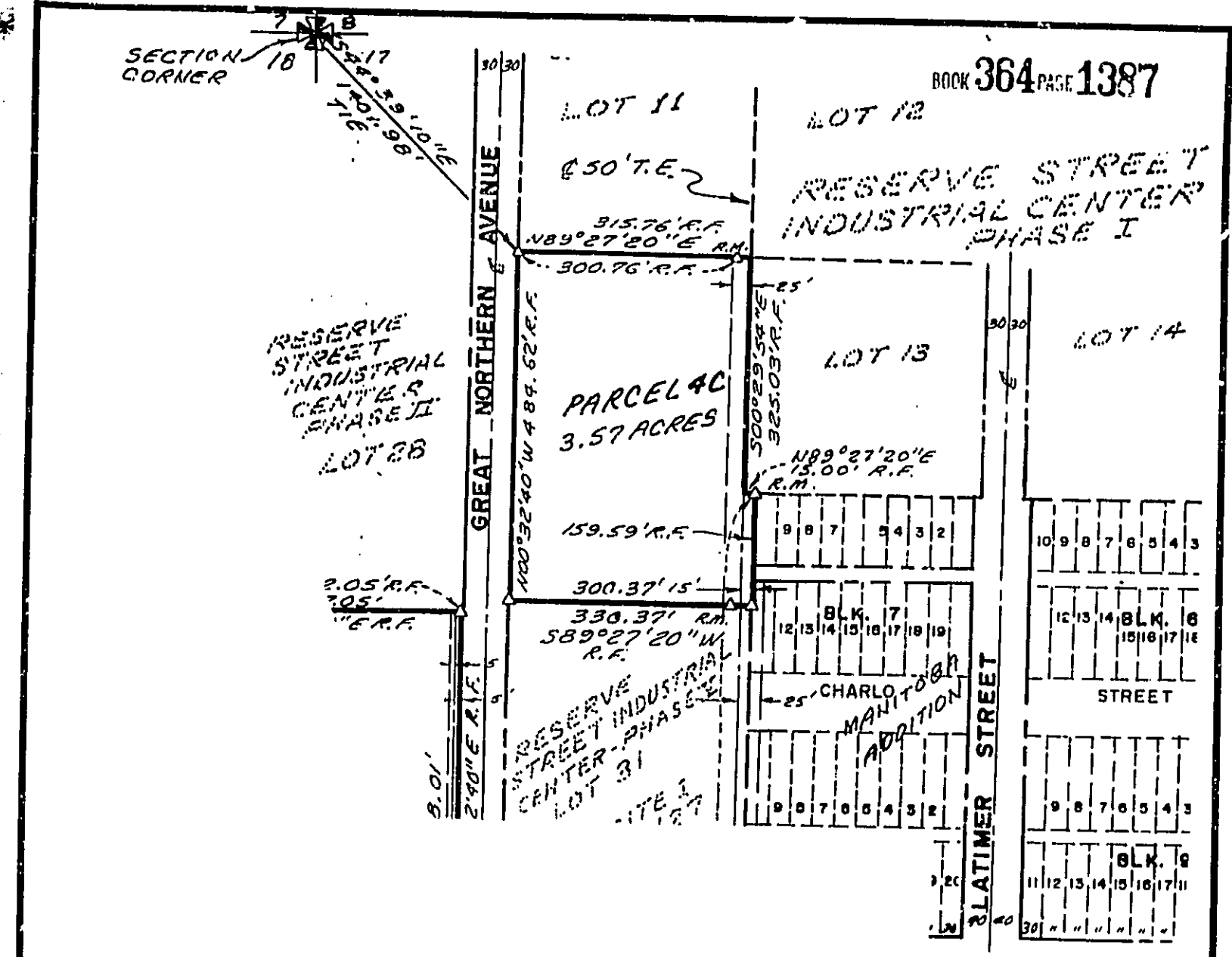
INLAND PROPERTIES, INC., a
Montana corporationBy John H. Crowley
Its Vice President

Exhibit A - Description and Map of Property

Exhibit "A"

BOOK 364 PAGE 1386

Lot 28 of RESERVE STREET INDUSTRIAL CENTER-PHASE II, TOGETHER WITH Tract 4
of Certificate of Survey No. 4134, records of Missoula County, Montana,
LESS Mortgage Exhibits A, B and C attached hereto.



BOOK 364 PAGE 1387

LEGAL DESCRIPTION: PARCEL 4-C

A TRACT OF LAND LOCATED IN THE NW 1/4 OF SECTION 17, T. 13 N., R. 19 W., PRINCIPAL MERIDIAN, MONTANA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 11, RESERVE STREET INDUSTRIAL CENTER - PHASE I, SAID POINT BEING S 44°39'10" E, 1401.98 FEET FROM THE CORNER COMMON TO SECTIONS 7, 8, 17 AND 18, T. 13 N., R. 19 W.; THENCE N 89°27'20" E, 315.76 FEET ALONG THE WESTERLY BOUNDARY OF RESERVE STREET INDUSTRIAL CENTER - PHASE I; THENCE S 00°29'54" E, 325.03 FEET ALONG SAID WESTERLY BOUNDARY; THENCE N 89°27'20" E, 15.00 FEET ALONG SAID WESTERLY BOUNDARY TO THE NORTHWEST CORNER OF MANITOBA ADDITION; THENCE S 00°29'54" E, 159.59 FEET ALONG SAID WESTERLY BOUNDARY OF SAID MANITOBA ADDITION; THENCE S 89°27'20" W, 330.37 FEET ALONG THE NORTHERLY BOUNDARY OF RESERVE STREET INDUSTRIAL CENTER - PHASE V; THENCE N 00°32'40" W, 484.62 FEET ALONG THE EASTERLY BOUNDARY OF RESERVE STREET INDUSTRIAL CENTER - PHASE II TO THE POINT OF BEGINNING; CONTAINING 3.57 ACRES, MORE OR LESS; SUBJECT TO ANY EXISTING EASEMENTS AND AS SHOWN.

NOTES:

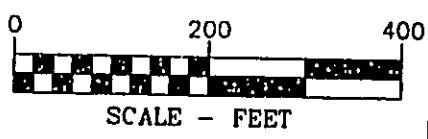
1. THIS SUBDIVISION OF LAND QUALIFIES FOR EXEMPTION FROM SUBDIVISION REVIEW AND SURVEY REQUIREMENTS AS FOUND IN 76-3-201(2) MCA;
TO-WIT: IS CREATED TO PROVIDE SECURITY FOR CONSTRUCTION MORTGAGES, LENS, OR TRUST INDENTURES.
2. THIS DIVISION OF LAND QUALIFIES FOR EXEMPTION FROM SANITARY REVIEW AS FOUND IN 76-4-125(2)(a) MCA.
TO-WIT: THE EXCLUSIONS CITED IN 76-3-201 AND 76-3-204.

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS EXHIBIT WAS PREPARED USING DOCUMENTS OF RECORD AND THAT NO ADDITIONAL MONUMENTATION WAS SET ON THE BOUNDARIES OF SAID EXHIBIT.

THOMAS P. MCCARTHY, P.L.S.
MONTANA REGISTRATION NO. 44685

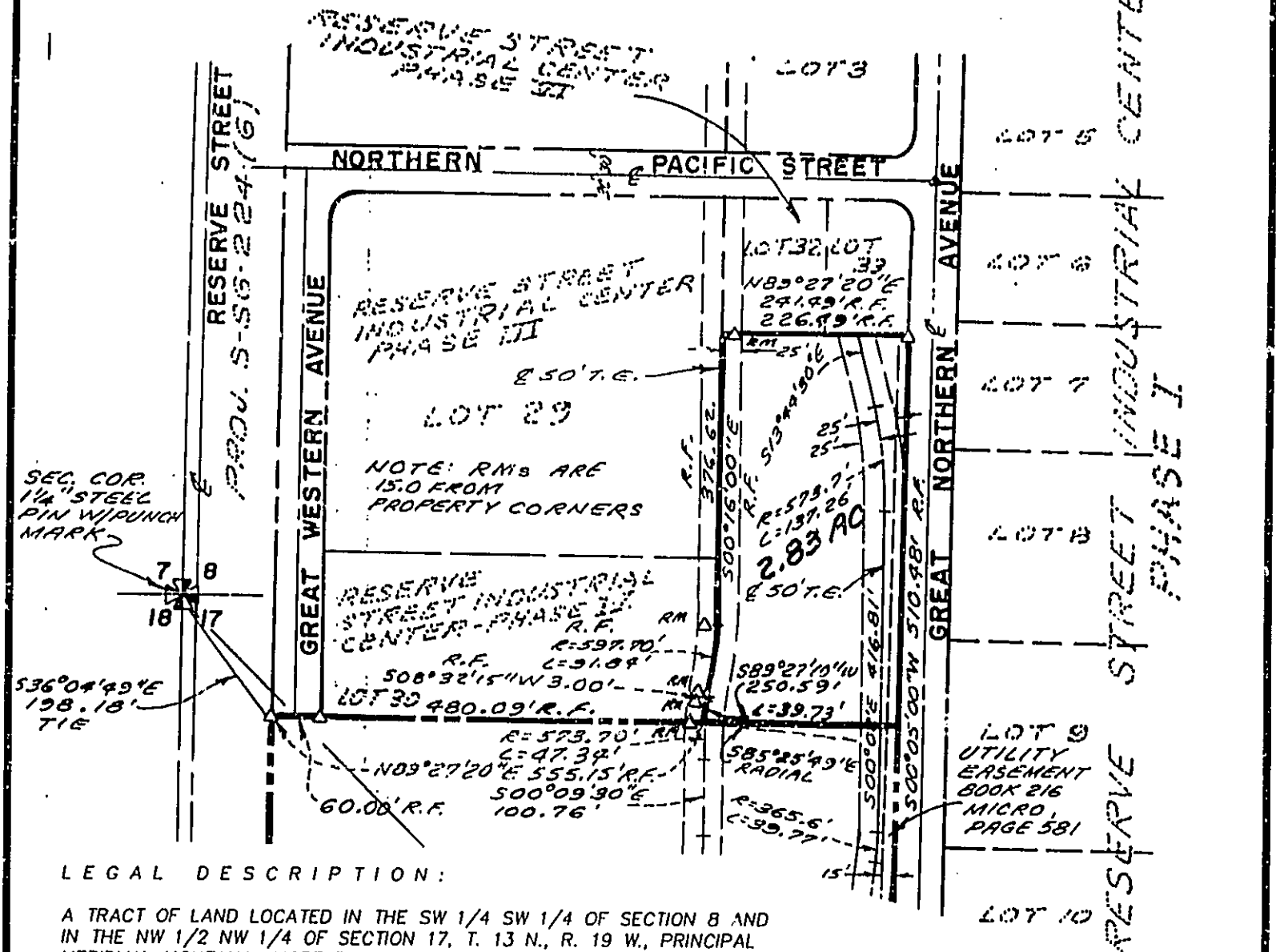
- △ 5/8" REBAR W/ 1 1/4" YELLOW PLASTIC CAP (SORENSEN & CO. MCCARTHY 44685)
- T.E. TRACK EASEMENT



LEGEND

SORENSEN & COMPANY
 DRAFT CDC BOX 3418 DATE: 9/23/1992
 FILE NO.: L-1093a MISSOULA, MONTANA 59806 PROJECT: 92-09-05

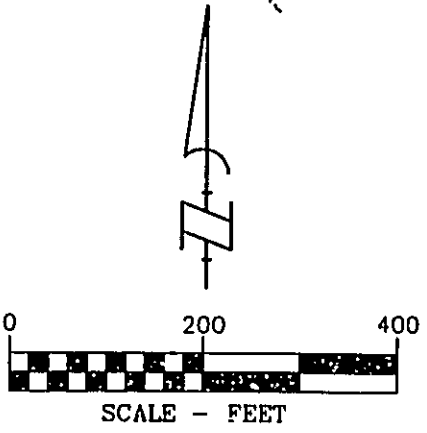
MORTGAGE EXHIBIT A
 A TRACT OF LAND LOCATED IN THE NW 1/4 OF SECTION 17
 T. 13 N., R. 19 W., PRINCIPAL MERIDIAN, MONTANA
 MISSOULA, MONTANA



LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE SW 1/4 SW 1/4 OF SECTION 8 AND IN THE NW 1/2 NW 1/4 OF SECTION 17, T. 13 N., R. 19 W., PRINCIPAL MERIDIAN, MONTANA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH BEARS S 36°04'49" E, 198.18 FEET AND N 89°27'20" E, 555.15 FEET FROM THE CORNER COMMON TO SECTIONS 7, 8, 17 AND 18, T. 13 N., R. 19 W.; SAID POINT BEING ON A NONTANGENT CURVE WITH CENTER BEING S 85°25'49" E, 573.70 FEET; THENCE CLOCKWISE ALONG SAID CURVE AND THE EASTERLY BOUNDARY OF RESERVE STREET INDUSTRIAL CENTER - PHASE IV, AN ARC DISTANCE OF 39.73 FEET; THENCE N 08°32'15" E, 3.00 FEET ALONG SAID EASTERLY BOUNDARY; THENCE ALONG A 597.70 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 91.84 FEET ALONG SAID EASTERLY BOUNDARY; THENCE N 00°16'00" W, 376.62 FEET ALONG SAID EASTERLY BOUNDARY AND ALONG THE EASTERLY BOUNDARY OF RESERVE STREET INDUSTRIAL CENTER - PHASE III; THENCE N 89°27'20" E, 241.49 FEET ALONG THE SOUTHERLY BOUNDARY OF RESERVE STREET INDUSTRIAL CENTER - PHASE VI; THENCE S 00°05'00" W, 510.48 FEET ALONG THE WESTERLY BOUNDARY OF RESERVE STREET INDUSTRIAL CENTER - PHASE I; THENCE S 89°27'20" W, 250.59 FEET TO THE POINT OF BEGINNING; CONTAINING 2.83 ACRES, MORE OR LESS; SUBJECT TO ANY EXISTING EASEMENTS AND AS SHOWN.



LEGEND

- △ 5/8" REBAR W/ 1 1/4" YELLOW PLASTIC CAP (SORENSEN & CO. McCARTHY 4468S)
- T.E. TRACK EASEMENT

NOTES:

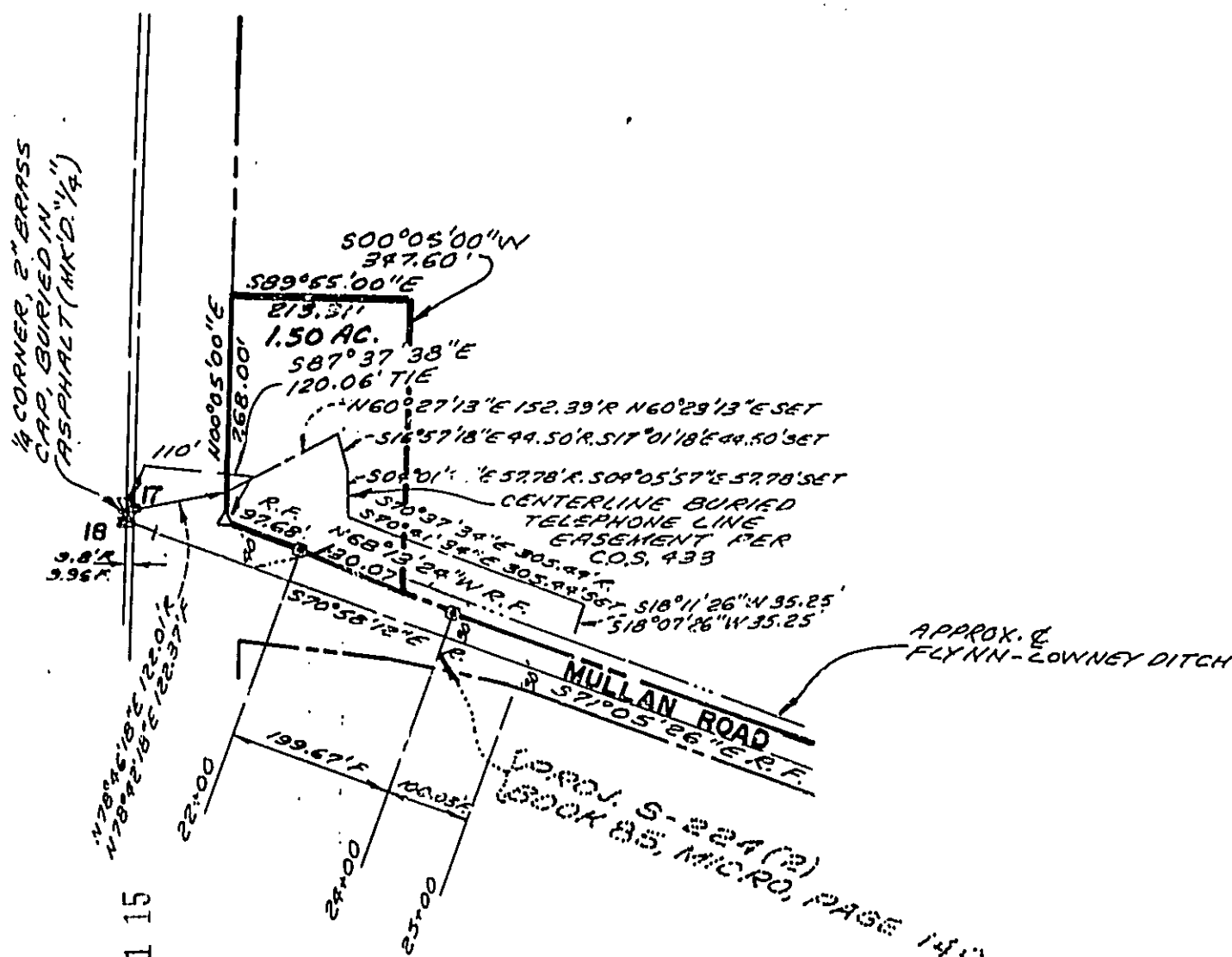
1. THIS SUBDIVISION OF LAND QUALIFIES FOR EXEMPTION FROM SUBDIVISION REVIEW AND SURVEY REQUIREMENTS AS FOUND IN 76-3-201(2) MCA;
TO-WIT: IS CREATED TO PROVIDE SECURITY FOR CONSTRUCTION MORTGAGES, LIENS, OR TRUST INDENTURES.
2. THIS DIVISION OF LAND QUALIFIES FOR EXEMPTION FROM SANITARY REVIEW AS FOUND IN 76-4-125(2)(a) MCA.
TO-WIT: THE EXCLUSIONS CITED IN 76-3-201 AND 76-3-204.

CERTIFICATE OF SURVEYOR ***

I HEREBY CERTIFY THAT THIS EXHIBIT WAS PREPARED USING DOCUMENTS OF RECORD AND THAT NO ADDITIONAL MONUMENTATION WAS SET ON THE BOUNDARIES OF SAID EXHIBIT.

THOMAS P. McCARTHY, P.L.S.
MONTANA REGISTRATION NO. 4468S

SORENSEN & COMPANY		
DRAFT CDC	BOX 3418	DATE: 9/23/1997
FILE NO.: L-1093b	MISSOULA, MONTANA 59806	PROJECT: 92-09-05
MORTGAGE EXHIBIT B		
A TRACT OF LAND LOCATED IN THE SW 1/4 OF SECTION 8 AND NW 1/4 OF SECTION 17, T. 13 N., R. 19 W., PRINCIPAL MERIDIAN, MONTANA MISSOULA, MONTANA		



LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE NW 1/4 SW 1/4 AND THE SW 1/4 NW 1/4 OF SECTION 17, T. 13 N., R. 19 W., PRINCIPAL MERIDIAN, MONTANA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LIMIT OF MULLAN ROAD AND THE EASTERLY RIGHT-OF-WAY LIMIT OF RESERVE STREET, SAID POINT BEING S 87°37'38" E, 120.06 FEET FROM THE 1/4 CORNER COMMON TO SECTIONS 17 AND 18, T. 13 N., R. 19 W.; THENCE N 00°05'00" E, 268.00 FEET ALONG THE EASTERLY RIGHT-OF-WAY LIMIT OF RESERVE STREET; THENCE S 89°55'00" E, 213.31 FEET; THENCE THENCE S 00°05'00" W, 347.60 FEET TO THE NORTHERLY RIGHT-OF-WAY LIMIT OF MULLAN ROAD; THENCE N 68°13'24" W, 130.07 FEET ALONG SAID LIMIT; THENCE N 71°05'26" W, 97.68 FEET ALONG SAID LIMIT TO THE POINT OF BEGINNING, CONTAINING 1.50 ACRES, MORE OR LESS; SUBJECT TO ANY EXISTING EASEMENTS AND AS SHOWN.

NOTES:

- THIS SUBDIVISION OF LAND QUALIFIES FOR EXEMPTION FROM SUBDIVISION REVIEW AND SURVEY REQUIREMENTS AS FOUND IN 76-3-201(2) MCA; TO-WIT: IS CREATED TO PROVIDE SECURITY FOR CONSTRUCTION MORTGAGES, LIENS, OR TRUST INDENTURES.
- THIS DIVISION OF LAND QUALIFIES FOR EXEMPTION FROM SANITARY REVIEW AS FOUND IN 76-4-125(2)(a) MCA. TO-WIT: THE EXCLUSIONS CITED IN 76-3-201 AND 76-3-204.

CERTIFICATE OF SURVEYOR...

I HEREBY CERTIFY THAT THIS EXHIBIT WAS PREPARED USING DOCUMENTS OF RECORD AND THAT NO ADDITIONAL MONUMENTATION WAS SET ON THE BOUNDARIES OF SAID EXHIBIT.

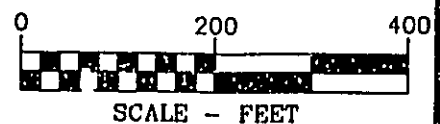
THOMAS P. McCARTHY, P.L.S.
MONTANA REGISTRATION NO. 4468S

9222487



LEGEND

- △ 5/8" REBAR W/ 1 1/4" YELLOW PLASTIC CAP (SORENSEN & CO. McCARTHY 446BS)
- BRASS CAP, MONTANA HIGHWAY DEPT.



RECEIVED AND FILED THIS INSTRUMENT FOR RECORD ON THE 16 DAY OF Oct 1992 AT 11:50 O'CLOCK P.M. AND IT IS RECORDED IN VOL. 364 OF RECORDS OF THE COUNTY OF MISSOULA, STATE OF MONTANA, ON PAGE 1378 FEE 72.00 PAID CK
RETURN TO WESTERN TITLE & ESCROW WITNES MY HAND, WENDY CRAWFORD, COUNTY RECORDER
ADDRESS MISSOULA, MT 59402 P. 3000 DEPUTY DCC DM

SORENSEN & COMPANY		
DRAFT CDC	BOX 3418	DATE: 9/23/1992
FILE NO.: L-1093c	MISSOULA, MONTANA 59806	PROJECT: 92-09-05
MORTGAGE EXHIBIT C		
A TRACT OF LAND LOCATED IN THE NW 1/4 AND SW 1/4 OF SECTION 17, T. 13 N., R. 19 W., PRINCIPAL MERIDIAN, MONTANA MISSOULA, MONTANA		