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THE ESTATES AT WILDERNESS

FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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After Recording Return to:

Wilderness Community Association, Inc.

Attention: _____

FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ESTATES AT WILDERNESS

THIS FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ESTATES AT WILDERNESS (hereinafter referred to as the "First Amended Declaration" or the "Declaration" as the context requires) is made to that certain Declaration of Covenants, Conditions and Restrictions of The Estates at Wilderness, as recorded March 1, 2007 with the Clerk and Recorder of Lincoln County, Montana under Book 310, at Page 572, Doc. # 201304 (the "Original Declaration") pertaining to the real property subjected thereto (the "Property" also hereinafter referred to interchangeably as the "Project," or "The Wilderness Club") by Wilderness Preserve US Limited Partnership, a limited partnership organized under the laws of Montana, the assignee and successor of all of the rights and privileges of Wilderness Development LLC ("WDL" or "Original Declarant"), the named Declarant as defined under the Original Declaration. Wilderness Preserve US Limited Partnership shall be prospectively referred to hereunder as the "Declarant," "Successor Declarant," or "Assignee" as the context requires.

RECITALS

WHEREAS GBCI Other Real Estate, LLC ("GBCI" or "Assignor" as the context requires), a limited liability company organized under the laws of Montana, the appointed agent and true and lawful attorney in fact for WDL, assigned any and all rights held by or vested in WDL as the Original Declarant under the Original Declaration to Wilderness Preserve US Limited Partnership, as Assignee, by that certain Assignment and Certificate of Declarant Rights, as recorded June 7, 2012, with the Clerk and Recorder of Lincoln County, Montana under Instrument No. 239137, Book 342, at Page 599 (the "Assignment");

WHEREAS pursuant to the Assignment, Assignor assigned all of WDL's rights, powers and reservations as Declarant under the Original Declaration to the Assignee;

WHEREAS Article XIII of the Original Declaration provided for the amendment of the Original Declaration by an approval of Owners holding seventy-five percent (75%) of the eligible votes as created thereunder and the approval of fifty-one percent (51%) of the Eligible Holders, as defined thereunder, based on one (1) vote for each Lot encumbered by a First Mortgage owned by the Eligible Holder;

WHEREAS a vote of the Owners of the Lots constituting the Project approved this First Amended Declaration at a duly called meeting of the Owners held on the 16th day of July, 2012, and the Owner's approval is attached hereto as "Exhibit C-1";

WHEREAS approval has been received by a majority of the Eligible Holders, and the Eligible Holders' approval of this First Amended Declaration is attached hereto as "Exhibit C-2;

WHEREAS the Owners and Eligible Holders desire that all of the Project subject hereto be held, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved or transferred in whole or in part, be subject to this First Amended Declaration, as amended or modified from time to time;

WHEREAS, GBCI Other Real Estate, LLC ("GBCI"), having an address at 49 Commons Loop, Kalispell, Lincoln County, Montana 59901, is joining in on this First Amended Declaration for purposes of approving the contents hereof and the application of this First Amended Declaration to the Lots now owned by GBCI; and

NOW THEREFORE, the Original Declaration is hereby amended and restated in its entirety and the provisions of this First Amended Declaration (hereinafter referred to simply as the "Declaration") are hereby imposed upon the Project.

ARTICLE I

INTENTION OF DECLARATION

Declarant, as the owner in fee simple of the real estate described on Exhibit A-1, hereby submits the real estate, together with all appurtenant rights and easements and the buildings and improvements constructed or to be constructed thereon, together with such additional real property as may now or hereafter be made subject to this Declaration (collectively, the "Property") to the terms and provisions of this Declaration, as the same may be amended from time to time. Declarant further declares that all of the Property shall be held, sold, and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title or interest in the Property or any part thereof, and their respective heirs, legal representatives, successors, and assigns, and shall inure to the benefit of each Owner:

1.1. FACTS.

This Declaration is made with reference to the following facts:

1.1.1. Property Owned by Declarant. Declarant is the owner of the Property located in the unincorporated area of the County of Lincoln, State of Montana described as follows:

See Exhibit A-1 attached hereto and incorporated herein by this reference. In addition, Lots owned by GBCI have been included in Exhibit A-1 due to GBCI joining in for the purpose

of subjecting this Declaration to the Lots owned by GBCI at the time of recordation for this Declaration. GBCI's consent to subjecting those Lots owned by GBCI to this First Amended Declaration has been attached to this First Amended Declaration as "Exhibit C-3".

1.1.2. Nature of Project. Declarant intends to develop the Property, together with additional property owned by Declarant described on attached Exhibit A-2 (the "Development Property"), less those portions of the Development Property that are already included as parts of the Plats for Phase 1, Phase 2 or Phase 3 (as such Phases are described on Exhibit A-1, below) as a planned community development pursuant to the Master Plan approved by Lincoln County, Montana referencing the community as The Wilderness Club. The Wilderness Club Resort refers to the Project and amenities and includes Lots which are referred to as the Estates at Wilderness, as defined below, the Wilderness Club Golf Club, as defined below, Common Area and other real property that will either service the Project or are set aside for future development in the sole and absolute discretion of the Declarant. The Declarant intends to develop The Wilderness Club Resort in multiple Phases. Declarant reserves the right to amend the Master Plan in its sold and absolute discretion, subject to any approval required by Lincoln County, Montana. Declarant desires to impose on the Property these mutually beneficial restrictions, easements, assessments and liens under a comprehensive general plan of improvement and development for the benefit of all of the Owners, the Lots and Common Area within the Property and any property annexed into the Project.

1.1.3. Phases of Project. The Project is intended to be developed in multiple Phases. At the time of the recording of this First Amended Declaration there are two types of properties available in the Project. Residences (as defined below) are available to be purchased or constructed on the Lots within the Project and the Declarant is also developing Cabin Units (as defined below) which will include residential units built and intended to be incorporated into the Cabin Unit Program (also as defined below). At the time of the recording of this Declaration, the Project includes Phase 1, Phase 2 and Phase 3 (as such Phases are described on Exhibit A-1, below) each of which have been platted of record and are referred to on the plats thereof, as amended, as The Wilderness Club. The Declarant may also develop areas of the Project in any other manner it deems appropriate in its sole and absolute discretion including but not limited to multi-family sites, hospitality sites, commercial sites and other accessory uses that it deems appropriate for the orderly development of The Wilderness Club, as it evolves from time to time. Such shall be accomplished by changes in the Master Plan. In addition, Declarant may, but shall have no obligation to, annex all or any portion of any other property owned by it, including the unplatted portions of the Development Property, now or in the future to this Declaration. Such annexation shall be accomplished by recording a Declaration of Annexation in compliance with the provisions of this Declaration. After recordation of a Declaration of Annexation, such property described therein shall be part of the Project and shall be considered a part of the Property subjected to this Declaration and a part of The Wilderness Club.

1.2. APPLICABILITY OF RESTRICTIONS.

Declarant hereby declares that the Property is subject to the provisions of this Declaration. The Property shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions and restrictions stated in this Declaration. All such covenants, conditions and restrictions are declared to be in furtherance of the plan for the subdivision, development and management of The Wilderness Club as a planned community.

All of the limitations, easements, uses, obligations, covenants, conditions, and restrictions stated in this Declaration shall run with the Property and shall inure to the benefit of and be binding on all Owners and all other parties having or acquiring any right, title or interest in any part of the Property. The rights and obligations of the Wilderness Club Golf Club Property (as defined below) shall also run with the land.

1.3. RELATIONSHIP TO WILDERNESS CLUB GOLF CLUB.

An eighteen-hole championship golf course designed by Nick Faldo, including a driving range and putting green (the "Golf Course") and a club house ("Club House") were completed by the Original Declarant on a portion of the Wilderness Club Golf Club. As explained below, the availability and use of the Golf Course and Club House by Lot Owners are governed by the Membership Plan Documents, as defined below, for the Wilderness Club Golf Club ("Wilderness Club Golf Club"). The Declarant may, but shall not be obligated to, construct on the Property an additional club house ("Future Club House"), which may replace the current Club House, as well as additional recreational facilities, such as swimming pools, locker room facilities, additional food and beverage facilities, and other related facilities (collectively "Future Club Amenities"). The completed Golf Course, Club House and areas planned for the Future Club House and additional recreational areas are referenced on Exhibit B-2 (and referred to hereinafter as the "Wilderness Club Golf Club Property"). All such additional recreational areas and facilities are proposed only and the Declarant is under no obligation to provide or complete such additional areas or facilities until such time as it contractually obligates itself to do so. Construction for some of the recreational areas and facilities referenced above has commenced; however, the Declarant is in no way obligated to complete any recreational area and facility in the Wilderness Club Golf Club Property. The decision to provide or complete such Future Club Amenities shall rest with the Declarant who may make its decision on any basis including, but not limited to, market factors and utilization.

Each Owner of a Lot shall be required to be a member of the Wilderness Club Golf Club ("Club Member") for so long as such Owner remains a property owner at The Wilderness Club. Pursuant to the Membership Plan Documents, an Owner shall become a Club Member upon payment of a fee as required by the Membership Plan Documents for joining the Wilderness Club Golf Club (the "Membership Joining Fee") and complying with the additional dues, fees and requirements set forth in the Membership Plan Documents. A Club Member's rights to use the Golf Course, Club House and any Future Club Amenities shall be based upon the Membership Plan Documents and shall further depend upon the type of membership that such Owner chooses and the related rights and privileges ascribed to such form of membership in the Membership Plan Documents. The current membership options available for owners of property in The Wilderness Club for the Wilderness Club Golf Club include: (1) Golf Membership and (2) Sports Membership. A Club Member selecting a Golf Membership shall be entitled to access and use of the Golf Course, Club House and all Future Club Amenities in accordance with the provisions of the Membership Plan Documents. A Club Member selecting a Sports Membership shall be entitled to use of the Club House, Future Club Amenities (if any), and shall have limited access to the Golf Course upon the payment of any prescribed fees, as set forth in the Membership Plan Documents which will vary by type of membership.

In addition to the Golf Membership and Sports Membership, a select number of "Founder Memberships" may be made available by the Club Owner in the Wilderness Club Golf Club. The availability of Founder Memberships, if any, will be determined by the Club Owner in its sole discretion. A Club Member who obtains a Founder Membership shall be entitled to use all of the Club Facilities and will have certain preferred rights as set forth from time to time in the Membership Plan Documents. The Club Owner may establish other types of memberships in the future in accordance with the Membership Plan Documents.

Complete details for what is required for an Owner to become a Club Member of the Wilderness Club Golf Club, as well as the details of what privileges and restrictions are included in a Golf Membership, Sports Membership and Founder Membership shall be described in the Membership Plan Documents, as such are amended from time to time in accordance with their terms. Additional membership options for the Wilderness Club Golf Club may be made available by the Club Owner, from time to time in the future in its sole and absolute discretion.

Prior to annexation into this Declaration, all portions of the Development Property shall be subject to this Declaration only to the extent of Article III or as otherwise specifically provided herein. After annexation to this Declaration, the portion of the Development Property annexed shall cease to be considered Development Property and shall become a part of The Wilderness Club Resort. Portions of the property included in Exhibit A-2 as the Development Property have already been annexed as Part of either Phase 1, Phase 2 or Phase 3 (as such Phases are described on Exhibit A-1, below). The Wilderness Club Golf Club and related facilities will be an integral part of The Wilderness Club Resort but shall be owned and operated separately and distinctly by the Club Owner without any interference from the Association (as defined below) and shall be governed by their own rules, regulations and requirements set forth in the Membership Plan Documents. The Wilderness Club Golf Club shall have the non-exclusive right to use the Common Area pursuant to and in accordance with the terms and provisions contained in this Declaration and deeds by which easements may be granted for the purposes of ingress and egress. It is intended that no activities or actions shall be conducted and no impediments shall be created which will unreasonably interfere with the use, operation and maintenance of the Wilderness Club Golf Club. Neither the Association nor any Owner shall have any rights in or privileges to the Wilderness Club Golf Club or any of said other facilities by virtue of this Declaration or the location of the Wilderness Club Golf Club Property. Such rights and privileges, if any, are set forth in the Membership Plan Documents, as such are amended from time to time in accordance with their terms..

1.4. CONSENT OF MASTER PLAN.

Purchasers of property within The Wilderness Club hereby consent to the Master Plan for the Project, as the same may hereafter be amended from time to time in the sole discretion of the Declarant. By adoption of such Master Plan and this Declaration, Declarant is not committing itself to take any action for which definite provision is not made below. One who acquires property in The Wilderness Club will have the advantage of any further development of the Project, but shall not have any legal right to insist that there be development (e.g. additional phases of residential lots not currently built, or construction of Common Areas not completed at the time of the recording of this Declaration, etc.), except as provided in this instrument or in the instruments which hereafter may be recorded annexing areas to The Wilderness Club and

subjecting areas to this Declaration. Unless and until such property is annexed to the Project and set forth on the Master Plan, any future development shall be considered proposed only.

1.5. VARIETY OF DEVELOPMENT.

Declarant anticipates that the Project may include a variety of different types of development parcels. Recreational facilities may include facilities that are Common Areas for The Wilderness Club and available only for use by the Owners, their guests and guests and invitees of the Declarant. Other recreation facilities, including the Golf Course, shall be privately owned by Declarant, the Club Owner or other third parties and the use thereof shall be in accordance with the Membership Plan Documents. Such Membership Plan Documents are intended to apply to all Lot Owners, guests, resort guests, non-members and other users of the facilities of the Wilderness Club Golf Club, and as otherwise permitted or allowed by the Club Owner. Additionally, the Project may include other structures and developments, all in accordance with the Master Plan, as the same may hereafter be amended from time to time in the sole discretion of the Declarant.

Additionally, the infrastructure associated with the central water and sewer system servicing the Lots in Phase 1, Phase 2 and Phase 3 (as such Phases are described on Exhibit A-1, below) has been constructed. Declarant will pay to maintain and operate the central water system and central sewer system within the Project, subject to prescribed usage fees as allowed by law. Declarant will continue to own the water and sewer systems until the Project is complete, at which time Declarant may chose, in its sole discretion, to turn over operation of said systems to the Association. If the Declarant so chooses to turn over the operation of said systems to the Association, the Association is hereby obligated to accept such responsibility pursuant to this Declaration.

Roads within the Property have been constructed to provide access to all Lots in Phase 1, Phase 2 and Phase 3 (as such Phases are described on Exhibit A-1, below). Additional roads may be constructed by the Declarant only upon receipt of plat approval by Lincoln County permitting additional phases of the Project to be constructed by the Declarant. The Declarant will pay to construct and maintain interior roadways providing access within the Property. Declarant will continue to own the internal roadways until the Project is complete, at which time Developer may chose, in its sole discretion, to turn over operation of said roads to the Association. Roads which provide access to the Property are maintained by Lincoln County in its sole discretion.

The Common Areas, including open space, will be owned by the Association pursuant to Section 4.3 below. Common Areas will be maintained by the Association pursuant to the provisions and criteria in Section 14.3.1 below.

1.6. IMPROVEMENTS CONSTRUCTED BY DECLARANT.

Notwithstanding any other provision contained herein, the Declarant does not choose to limit its right to add Improvements not described in this Declaration to The Wilderness Club.

ARTICLE II

DEFINITIONS

Unless otherwise defined or unless the context clearly requires a different meaning, the terms used in this Declaration, the Plat and any grant deed to a Lot shall have the meanings specified in this Article II.

2.1. ADDITIONAL CHARGES.

The term "Additional Charges" shall mean costs, fees, charges and expenditures, including without limitation, attorneys' fees, late charges, interest and recording and filing fees actually incurred by the Association in collecting and/or enforcing payment of assessments, fines and/or penalties.

2.2. ADDITIONAL PROPERTY.

The term "Additional Property" shall mean any additional property annexed to The Wilderness Club by the Declarant or the Association, or their successors.

2.3. ARTICLES.

The term "Articles" shall mean the Articles of Incorporation of Wilderness Community Association, Inc., and any amendments thereto, which are or shall be filed in the Office of the Secretary of State of the State of Montana.

2.4. ASSESSMENTS.

Those assessments levied pursuant to Article IX.

2.5. ASSOCIATION.

The term "Association" shall mean Wilderness Community Association, Inc., together with its successors and assigns, a non-profit corporation incorporated under the laws of the State of Montana.

2.6. BOARD.

The term "Board" shall mean the Board of Director of the Association.

2.7. BUDGET.

The term "Budget" shall mean a pro forma operating budget prepared by the Board in accordance with Section 9.12 of this Declaration.

2.8. BUILDER.

The term "Builder" shall mean any entity which is designated as such by Declarant in a writing delivered to the Association. A Builder may also be a successor Declarant if the provisions of Section 2.15 are satisfied. Wilderness Preserve US Limited Partnership is hereby designated as a Builder.

2.9. BYLAWS.

The term "Bylaws" shall mean the Bylaws of the Association and any amendments thereto.

2.10. CABIN UNIT.

The term "Cabin Unit" shall mean a dwelling situated on a Lot that is specifically identified as a Cabin Unit in the "Listing of Cabin Unit Lots" which is attached hereto to this First Amended Declaration as "Exhibit C-4". A Cabin Unit shall be subject to the assessments and restrictions applicable to a Residence in this Declaration, as well as the additional assessments and restrictions set forth in Article X of the Declaration applicable to Cabin Units and the Cabin Unit Program delineated therein. The Declarant, in its sole and absolute discretion, may develop different types of Cabin Units or other units that will be subject to differing assessments established from time to time by the same or similar procedures established for Cabin Units described hereinbelow.

2.11. CLUB OWNER.

The term "Club Owner" shall mean the holder or holders of record fee title to any portion of the Wilderness Club Golf Club Property or their designees, successors or assigns.

2.12. COMMON AREA.

The term "Common Area" shall mean those parcels designated as Common Area, if any, on the Plat. The term "Common Area" shall also mean any property described as Open Space or Common Area on any Plat of the Property or in a Declaration of Annexation. Common Area includes all Improvements situated thereon or therein. COMMON AREA DOES NOT INCLUDE THE WILDERNESS CLUB GOLF CLUB PROPERTY.

2.13. CONVERSION DATE.

The term "Conversion Date" shall mean the date upon which Class "B" membership shall cease and be converted to Class "A" membership. Such date shall be the date which is the earliest of (i) the date at which ninety percent (90%) of the total Lots anticipated to be created within the subdivision have been conveyed to Class "A" members; (ii) twenty five (25) years after this Declaration (referring to this First Amended Declaration) has been recorded and the conveyance of the first Lot to a Class " A" member thereafter; or (iii) at such earlier time as Declarant may elect in writing to terminate Class "B" membership.

2.14. COUNTY.

The term "County" shall mean Lincoln County, Montana; provided, however, if at any time the Project is annexed into the limits of a city, such city shall succeed to the rights of the County hereunder.

2.15. DECLARANT.

The term "Declarant" shall mean Wilderness Preserve US Limited Partnership so long as it owns some portion of the Project. Pursuant to the above-referenced Assignment, Wilderness Preserve US Limited Partnership is the successor-in-interest to all of the Declarant's Rights of the Original Declarant. The term "Declarant" shall also mean successor(s)-in-interest of Declarant, if: (i) such successor(s)-in-interest acquires all of Declarant's interest in the Project for the purposes of development, sale, operation and/or rental; and/or (ii) such successor(s)-in-interest are assigned such rights by a certificate, signed by Declarant and the successor(s), and such certificate, has been recorded in the County in which the successor(s)-in-interest assumes

the rights and duties of Declarant to the portion of the Project so acquired. There may be more than one Declarant.

2.16. DECLARATION.

The term "Declaration" shall mean this First Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Estates at Wilderness and includes any subsequently recorded amendments.

2.17. DECLARATION OF ANNEXATION.

The term "Declaration of Annexation" shall mean any instrument recorded in the County which extends the provisions of this Declaration to any Additional Property.

2.18. DESIGN GUIDELINES.

Collectively, all written design and development guidelines, policies, application and review procedures and fee schedules, and all architectural controls which shall apply to all construction and other improvement activities within the Property, that are enacted by the Design Review Committee in accordance with this Declaration.

2.19. DESIGN REVIEW COMMITTEE.

The committee created by the Declarant for the purpose of establishing architectural control over the Property to insure the proper, appropriate and harmonious development and improvement of the Property, including enforcing Design Guidelines, Owner's maintenance responsibilities and other provisions of the Project Documents.

2.20. DEVELOPMENT PROPERTY.

The term "Development Property" shall mean the real property described in attached Exhibit A-2 less any part thereof that is already included on the Plats of Phase 1, Phase 2 or Phase 3 of The Wilderness Club (as such Phases are described on Exhibit A-1, below); provided, however, to the extent any portion of such property becomes Additional Property in the future, that portion of property shall thereafter be a part of the Property and cease to be Development Property. To the extent that any unplatted land within the Development Property is not subsequently platted as lots and specifically added to this Declaration, the Declarant shall use such property in any manner it deems fit and such property shall not be subject to this Declaration until so annexed.

2.21. DOCUMENTS.

The term "Documents" or "Project Documents" shall mean the Articles, Bylaws, this Declaration,the Rules and the Design Guidelines.

2.22. ESTATES AT WILDERNESS.

The term "Estates at Wilderness" or the "Estates" shall refer to the Lots within The Wilderness Club which will contain dwelling units, whether a Cabin Unit, Residence or future type of dwelling together with any Additional Property annexed to this Declaration and platted as Lot(s) which shall be used for residential purposes. The Estates at Wilderness, the Common Property, and any future property annexed to the Project, together with the Wilderness Club Golf Club being referred to as "The Wilderness Club Resort".

2.23. ELIGIBLE HOLDER.

The term "Eligible Holder" shall mean any Institutional Mortgagee who has delivered a written notice to the Association which contains its name, address and the number or address of the Lot encumbered by the Mortgage and requests that the Association deliver written notice to it of any or all of the events specified in Section 13.5.

2.24. FIRST MORTGAGE.

The term "First Mortgage" shall mean a Mortgage which has priority under the recording statutes of the State of Montana over all other Mortgages encumbering a specific Lot.

2.25. FIRST MORTGAGEE.

The term "First Mortgagee" shall mean the Mortgagee of a First Mortgage.

2.26. IMPROVEMENTS.

The term "Improvements" shall mean everything constructed, installed or planted on property subject to this Declaration, including without limitation, buildings, streets, fences, walls, paving, pipes, wires, grading, landscaping and other works of improvement, excluding only those Improvements or portions thereof which are (i) dedicated to the public, a public or quasi-public entity or utility company and accepted for maintenance by the public, such entity or utility company; (ii) owned and maintained by the Wilderness Club Golf Club; or (iii) owned and maintained by Declarant or Declarant's successor(s)-in-interest.

2.27. INSTITUTIONAL MORTGAGEE.

The term "Institutional Mortgagee" shall mean (i) a First Mortgagee which is the State of Montana, a bank, a savings and loan association, an insurance or mortgage company or other entity or institution chartered under or regulated by any federal and/or state law; or (ii) an insurer or governmental guarantor of a First Mortgage including without limitation the Federal Housing Authority and the Veteran's Administration.

2.28. INVITEE.

The term "Invitee" shall mean any person whose presence within the Project is approved by or is at the request of the Association or a particular Owner, including but not limited to, guests, lessees, tenants, and the family, guests, employees, licensees or Invitees of Owners, tenants or lessees.

2.29. LOT.

The term "Lot" means a platted or partitioned lot or tract within The Wilderness Club. The term "Lot" shall also mean any Lot described as such in a Declaration of Annexation. Lot includes all Improvements situated thereon or therein. Lot does not include any Common Area, any areas deeded to a governmental authority or utility, or any portion of the Wilderness Club Golf Club Property. Unless already included as a part of the plats of Phase 1, Phase 2 or Phase 3 (as such Phases are described on Exhibit A-1, below), no portion of the Development Property shall be a Lot unless and until such property is annexed to this Declaration as Additional Property.

2.30. MASTER PLAN.

The term "Master Plan" shall mean the general plan of development for The Wilderness Club as approved by the County, which may be amended from time to time, including the Lots which are to be known as the Estates at Wilderness.

2.31. MEMBER.

The term "Member" shall mean an Owner.

2.32. MEMBERSHIP JOINING FEE.

The term "Membership Joining Fee" shall mean the fee established by the Wilderness Club Golf Club and the Club Owner that must be paid by an Owner in order to apply for a membership in the Wilderness Club Golf Club. Dependent upon which type of membership the Owner applies (i.e. Golf Membership, Sports Membership or Founder Membership), the Membership Joining Fee will vary, as set forth in the Membership Plan Documents.

2.33. MEMBERSHIP PLAN DOCUMENTS.

The term "Membership Plan Documents" shall mean any and all membership-related documents for the Wilderness Club Golf Club, which may be amended from time to time by the Club Owner..

2.34. MORTGAGE.

The term "Mortgage" shall mean any duly recorded mortgage or deed of trust encumbering a lot.

2.35. MORTGAGEE.

The term "Mortgagee" shall mean "Mortgagee" under a Mortgage as well as a beneficiary under a deed of trust.

2.36. NOTICE AND HEARING.

The term "Notice and Hearing" shall mean the procedure which gives an Owner notice of an alleged violation of the Project Documents and the opportunity for a hearing before the Board. The procedure shall be established by the Board and may be amended from time to time, provided the same is included in the rules and regulations for The Wilderness Club Resort.

2.37. OWNER.

The term "Owner" shall mean the holder of record fee title to a Lot, including Declarant. If more than one person owns a single Lot, the term "Owner" shall mean all owners of that Lot. The term "Owner" shall also mean a contract purchaser ("Vendee") under an installment land contract, but shall exclude the contract vendor and any person having an interest in a Lot merely as security for performance of an obligation.

2.38. PHASE.

The term "Phase" shall mean any Lots and/or Common Area which are simultaneously made subject to the provisions of this Declaration either by recording this Declaration or by recording a Declaration of Annexation.

2.39. PLAT.

The term "Plat" shall mean the subdivision plats of the Lots within The Wilderness Club, including the plats for Phase 1, Phase 2, and Phase 3 (as such Phases are described on Exhibit A-1, below) of The Wilderness Club Lots recorded in the official records of the County, including any subsequently recorded amended final plat, certificates of correction, lot line adjustments and/or records of survey. The term "Plat" shall also mean any recorded subdivision or parcel, plat or map described in a Declaration of Annexation, including any subsequently recorded amended final plats, certificates of correction-lot line adjustments and/or records of survey.

2.40. PROJECT.

The term "Project" as used herein shall mean The Wilderness Club, a destination resort development developed pursuant to the Master Plan approved by the County, as the same may be amended from time to time, which destination resort may include residential and commercial components, golf course and other amenities, all to be developed upon the land identified in attached Exhibits A-1 and A-2 and any property subsequently annexed to this Declaration, in the sole and absolute discretion of the Declarant and as evolving and modified from time to time. The Project including the Wilderness Club Golf Club shall be known as The Wilderness Club Resort.

2.41. PROPERTY.

The term "Property" shall mean the property described in attached Exhibit A-1 and any Additional Property annexed into the Project at any time.

2.42. PROPERTY OWNED BY DECLARANT.

The term "Property Owned by Declarant" shall mean the Property, the Development Property and any other property now or subsequently owned by Declarant.

2.43. RESIDENCE.

The term "Residence" shall mean a dwelling situated on a Lot, including any attached garage also situated on a Lot. Residences shall include Cabin Units; however, Residences that are built upon Lots that are not specifically identified in Exhibit C-4, as amended, shall not be subject to any specific assessments or rules identified in this Declaration applicable only to Cabin Units. Unless otherwise designated as a Cabin Unit, any designation on the existing Plats of the Lots for Phase 1, Phase 2 and Phase 3 (as such Phases are described on Exhibit A-1, below), as amended, of The Wilderness Club shall be of no import or effect.

2.44. RULES.

The term "Rules" shall mean the rules, if any, adopted by the Board and the Design Guidelines adopted by the Design Review Committee.

2.45. SUB-ASSOCIATION.

The term "Sub-Association" shall mean any sub-association created from time to time by Declarant to govern the administration of any subset of Lots that are subject to this Declaration. Each Sub-Association shall be subject to a separate declaration of covenants, conditions and restrictions and such other documents as may be established by Declarant in its sole discretion; provided, however, the terms of such documents shall remain subordinate to and subject to the

terms of this Declaration, the Articles and the Bylaws. A Sub-Association shall have the right to levy assessments separate from and in addition to the assessments levied hereunder by the Association.

2.46. TURNOVER MEETING.

The term "Turnover Meeting" shall mean the meeting of the Owners called by the Declarant to turn over control of the Association to Class A members.

2.47. UTILITIES AND SERVICES.

The term "Utilities and Services" shall mean all Improvements constructed by Declarant or the Association within the Project for installation of interior roads, water and sewer systems, and shallow utilities, which include electricity, cable, and high speed internet. Declarant shall have the right to assign the Utilities and Services to the Association at any time, and the Association shall have the corresponding obligation to accept such assignment. Declarant covenants for itself and its successor that each Owner of any portion of the Development Property shall pay to the Association its pro rata share of all usage fees and all maintenance and reserve costs incurred by the Association in connection with the Utilities and Services. For purposes of this Section 2.47, pro rata shares shall be determined by reference to equivalent residential units.

2.48. WILDERNESS CLUB GOLF CLUB.

The term "Wilderness Club Golf Club" shall mean the Wilderness Club Golf Club, including the existing Golf Course, related amenities already existing in The Wilderness Club and/or developed on the Wilderness Club Golf Club Property, if any, in the future.

2.49. WILDERNESS CLUB GOLF CLUB PROPERTY.

The term "Wilderness Club Golf Club Property" shall mean the real property referred to on Exhibit B-1 attached hereto and all Improvements situated on such real property. The term "Wilderness Club Golf Club Property" shall be deemed (i) to encompass any land added to the real property described on Exhibit B-1 or (ii) to exclude any land removed from the real property described on Exhibit B-1 by any alteration shown on any subsequently recorded amended final plat, certificate of correction, lot line adjustment and/or record of survey which affects the boundaries of the real property described on Exhibit B-1 attached hereto. The term "Wilderness Club Golf Club Property" shall refer to the portions of the Property operated for recreational purposes but which are not included in the Common Areas, including without limitation, the existing eighteen-hole Nick Faldo designed Golf Course, the existing Club House which may be replaced in the sole discretion of the Declarant with a proposed Future Club House, if any such facility is completed, and any future Wilderness Club Golf Club Amenities that may be developed from time to time by the Declarant or the Club Owner, in their sole and absolute discretion. Such future Wilderness Club Golf Club Amenities may include by way of illustration, but not creating any obligation on the part of the Declarant, or the Club Owner, to so construct, proposed tennis facilities, swimming pools, spa and wellness center, lake front area amenities with boats and water recreational equipment, and related recreational and social facilities, all of which are subject to change from time to time in the sole and absolute discretion of the Declarant or the Club Owner. THE WILDERNESS CLUB GOLF CLUB PROPERTY SHALL NOT BE COMMON AREA.

ARTICLE III

PROPERTY SUBJECT TO DECLARATION: ANNEXATION

3.1. INITIAL DEVELOPMENT.

Declarant hereby declares that all of the real property described in attached Exhibit A-1 is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.

3.2. RESTRICTION ON ANNEXATION.

Property may be added to The Wilderness Club only in accordance with the provisions of this Article.

3.3. PROPERTY WHICH MAY BE ANNEXED; APPROVAL OF MEMBERS.

All or any portion of the Development Property and any other property owned by Declarant, now or in the future, may be added to The Wilderness Club by Declarant as one or more subsequent Phases without the approval of the Association or any Owner other than the Declarant, if annexed prior to the Turnover Meeting (the "Annexation Period"). The addition of any lots in such Phases shall be a part of the Lots comprising the Estates at Wilderness. Any other property owned by Declarant and not annexed within the Annexation Period may be annexed to the Project only with the approval of two-thirds (2/3) of each class of Members.

3.4. PROCEDURE FOR ANNEXATION.

In addition to approval by Members, if required, a final subdivision plat(s) or final parcel map(s) and a Declaration of Annexation for the property to be annexed must be recorded. The Declaration of Annexation shall: (i) describe the portion of the Additional Property to be annexed; (ii) describe any Common Area within the Additional Properly to be annexed; (iii) set forth the ownership of any such Common Area; (iv) specify that all of the covenants, conditions and restrictions of this Declaration shall apply to the annexed Additional Property in the same manner as if it were originally covered by this Declaration; and (v) contain any other provisions required by applicable law. The Declaration of Annexation may also (a) impose any additional covenants, conditions and restrictions on the Additional Property that are necessary to include the property in The Wilderness Club and to reflect differences in nature, if any, of the Improvements to be constructed on the Additional Property; and (b) provide for a specified date on which Assessments shall commence for Lots in that Phase, provided that the date specified may not be later than the first day of the first month following the month in which the first Lot in that Phase is conveyed to an Owner. No Declaration of Annexation shall diminish the covenants, conditions or restrictions established by this Declaration nor shall it discriminate between the Owners of the Estates at Wilderness Lots in The Wilderness Club. No Declaration of Annexation shall alter or change the general common plan or scheme created by this Declaration nor shall it affect the provisions hereof as covenants running with the land or as equitable servitudes. There shall be no limit on the number of Lots or units that Declarant may create or annex into the Estates at Wilderness during the Annexation Period or to the property that the Declarant may annex to The Wilderness Club. Additionally, during such Annexation Period, there shall be no limitation on the right of Declarant to annex additional Common Area.

After complying with the procedures for annexation and upon the commencement of Assessments for Lots in the annexed Phase, Owners of Lots in the annexed Phase shall be Members, shall be subject to this Declaration and shall be entitled to use all Common Area in The Wilderness Club. The Association shall reallocate the regular assessments, as defined in Section IX, below, so as to assess each Owner of a Lot for a proportionate share of the total common expenses of The Wilderness Club. To the extent annexed Lots are condominium or townhouse units, such Lots proportionate share of expenses may be less than that allocated to single-family detached Lots and shall be determined by the Association in its reasonable discretion, pursuant to an annual budget. Without limitation of the meaning of the foregoing provisions of this Section 3.4, in any Declaration of Annexation, Declarant may but shall not be obligated to establish easements particular to different Lots and/or to create any such Sub-Associations as it may elect.

3.5. DEANNEXATION AND AMENDMENT.

During the Annexation Period, Declarant has the right, at its sole option, to (i) amend a Declaration of Annexation by executing and recording an amendment of the Declaration of Annexation provided that the amendment is consistent with this Article; or (ii) remove from The Wilderness Club any property described in a recorded Declaration of Annexation for a Phase by executing and recording a rescission of the Declaration of Annexation, as long as all of the following conditions are satisfied at the time of the execution and recordation of the amendment or rescission: (a) no Lot in that Phase has been conveyed to an Owner; (b) no Common Area in that Phase has been conveyed to the Association; and (c) Assessments have not commenced for any Lot in the annexed property. All votes within the Association allocated to Lots within the deannexed property shall cease as of the date of deannexation.

3.6. AMENDMENT.

During the Annexation Period, this Article may not be amended without the written consent of Declarant.

ARTICLE IV

OWNERSHIP/EASEMENTS/MEMBERSHIPS/FEES

4.1. NON-SEVERABILITY.

The interest of each Owner in the use and benefit of the Common Area shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by an Owner separately from the appurtenant interest in the Common Area. Any conveyance of any Lot shall automatically transfer the right to use the Common Area without the necessity of express reference in the instrument of conveyance. There shall be no judicial partition of the Common Area. Each Owner, whether by deed, gift, devise or operation of law, for the Owner's own benefit and for the benefit of all other Owners and each successor of each Owner, specifically waives and abandons all rights, interests and causes of action for judicial partition of any interest in the Common Area and does further agree that no action for judicial partition shall be instituted, prosecuted or reduced to judgment. The ownership interests in the Common Area and Lots described in this Article are subject to the easements described, granted and reserved in this Declaration. Each of the easements described, granted or reserved herein shall be established upon the recordation of

this Declaration and shall be enforceable as equitable servitudes and covenants running with the land for the use and benefit of the Owners and their Lots superior to all other encumbrances applied against or in favor of any portion of The Wilderness Club.

4.2. OWNERSHIP OF LOTS.

Title to each Lot in The Wilderness Club shall be conveyed in fee to an Owner. The Association, Declarant or a Club Owner who receives title to any portion of a Lot which is transferred by the Owner as a result of subsequently recorded amended final plats, certificates of correction, lot line adjustments and/or records of survey shall take such property free and clear of any requirement that such land be devoted to use as a Lot. Upon conveyance, such land may be used for any purpose for which land adjacent to it may be used. Any land which is added to a Lot as a result of subsequently recorded amended final plats, certificates of correction, lot line adjustments and/or records of survey shall be deemed, for all purposes of this Declaration, to be part of the Lot to which it is added.

4.3. OWNERSHIP OF COMMON AREA.

Title to or a legal ownership interest in the Common Area in each Phase shall be conveyed to the Association prior to the conveyance of the last Lot in that particular Phase to an Owner by the Declarant or sooner, in its sole and absolute discretion. Declarant shall comply with all applicable laws in turning over Common Area or administrative control to the Association. The Association may not encumber, sell or transfer the Common Area owned directly or indirectly by the Association for the benefit of the Lots unless such encumbrance, sale or transfer (i) has been approved by a majority of the voting rights in the Association; and (ii) such transfer would not put the Project in violation of County open space ordinances or other similar applicable governmental restrictions. These requirements shall not apply to the easements described in Section 4.4 below.

4.4. EASEMENT.

The easements and rights specified in this Article are hereby created and shall exist whether or not they are also set forth in individual grant deeds to Lots. All easements shall be binding upon the successor(s)-in-interest and assigns of the Owners of both the dominant and servient tenements.

4.4.1. Easements on Plat. The Common Area and Lots are subject to the easements and rights of way shown on the Plat.

4.4.2. Easements for Common Area. Every Owner shall have a nonexclusive right and easement for the ingress, egress, use and enjoyment of the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Board, after Notice and Hearing, to suspend an Owner's right to use any recreational facilities;

(b) the right of the Association to dedicate and or grant easements over all or any portion of the Common Area;

(c) the easements and rights reserved to Declarant or otherwise granted in this Declaration; and

(d) the easements and rights reserved and granted to the Wilderness Club Golf Club (i) prior to the recordation of this Declaration; (ii) in this Declaration; and (iii) in the deeds by which the Common Area or an interest in the Common Area was conveyed to the Association.

4.4.3. Utilities. Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by Declarant for the installation and maintenance of drainage facilities, master television antenna or cable systems, wireless communications systems, security and similar systems, and all utilities, including but not limited to sewers, drainage systems, storm drainage systems, retention ponds, electrical, gas, telephone, and water necessary or appropriate for the development of the Project.

4.4.4. Encroachment. Non-exclusive rights and easements are reserved and granted (i) for the benefit of each Lot, as dominant tenement, over, under and across each other Lot and the Common Area, as servient tenements; and (ii) for the benefit of the Common Area, as dominant tenement, over, under and across each Lot, as servient tenement. Such easements shall be for the purposes of encroachment, support, occupancy and use of such portions of Lots and or Common Area as shall be encroached upon, used and occupied by the dominant tenement as a result of any original construction design, accretion, erosion, deterioration, decay, errors in original construction, movement, settlement, shifting or subsidence of any building or structure or any portion thereof. If any portion of The Wilderness Club is partially or totally destroyed, the encroachment easement shall exist for any replacement structure which is rebuilt pursuant to the original construction design. The easement for maintenance of the encroaching improvement shall exist for as long as the encroachment exists; provided, however, that no easement for encroachment shall be created due to the willful misconduct of the Association or any Owner. Any easement for encroachment may but need not be cured by repair or restoration of the improvement.

4.4.5. Environmental Easement. There is hereby reserved for the benefit of Declarant, the Association, and their respective Invitees, a non-exclusive easement on, over and across all portions of The Wilderness Club excluding structures, for the purposes of taking any action necessary to effect compliance with environmental rules, regulations, and procedures promulgated or instituted from time to time by the Board or by any governmental entity. This easement includes, without limitation, the right, but not the obligation, to implement erosion control procedures and practices, the right to maintain any and all wetland areas on The Wilderness Club, the right to drain standing water and the right to do whatever is necessary to comply with federal, state or local laws governing toxic or hazardous wastes.

4.4.6. Wilderness Club Golf Club Easements. The easements and rights specified in this subsection 4.4.6 are hereby created for the benefit of the Wilderness Club Golf Club Property, the Club Owner and all Invitees of the Club Owner whose presence at the Wilderness Club Golf Club is at the request of or approved by the Club Owner and shall exist whether or not such easements are also set forth in individual grant deeds conveying Lots. All easements shall be appurtenant to the Wilderness Club Golf Club Property and shall be binding upon the successors-in-interest and assigns of the owners of both the dominant and servient tenements. No easement set forth in this subsection shall be construed to act as a limitation upon the ability of either Wilderness Club Golf Club or the Club Owner to hold tournaments from

time to time and to provide whatever temporary services and facilities are deemed appropriate by such Club Owner in connection with such tournament, including but not limited to, parking and storage on Common Areas. The Club Owner shall have no obligation to reimburse any portion of the Association's costs and expenses. Every Lot is burdened with an easement permitting overspray in connection with the watering of the golf course and permitting golf balls hit from the golf course to unintentionally come upon the Lot, and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of the Lot to retrieve errant golf balls; provided, however, if the Lot is fenced or walled, the golfer shall seek the Owner's or occupant's permission before entry. All Owners, by acceptance and delivery of a deed to a Lot, assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claim or institute any action whatsoever against the Declarant or the Club Owner or their employees, contractors, agents, guests, Invitees, licensees or members arising or resulting from any errant golf balls, any damages that may be caused thereby, or for negligent design of the Golf Course or siting of the Lot.

(a) Utility Easement. The Wilderness Club Golf Club and the Club Owner shall have and is hereby granted a non-exclusive easement over, under, through and across the Common Area for the purposes of installing, maintaining, repairing and replacing, and using master television antenna or cable systems, wireless communication systems, security and similar systems, and all permanent and temporary utilities, including, but not limited to, sewers, drainage systems, storm drainage systems, retention ponds, electrical, gas, telephone and water necessary or appropriate for the development or operation of such Wilderness Club Golf Club Property, including tournaments held on any portion of the Wilderness Club Golf Club Property.

(b) Maintenance Easement. A non-exclusive easement is hereby reserved to the Wilderness Club Golf Club, the Club Owner and the Declarant, and their successors and assigns, its employees, invitees and agents over, in, upon and across the roadways and those portions of the Common Areas reasonably necessary to travel, with storage and maintenance equipment, chemicals, and other items, to and from the maintenance barn for the storage and maintenance of equipment, chemicals and all other items in its discretion.

(c) Rights of Access and Parking. The Wilderness Club Golf Club, the Club Owner and its employees, agents, contractors and designees, and the persons permitted by the Wilderness Club Golf Club and by the Club Owner (regardless of whether such person is a Club Owner hereunder) and their guests and all members of the Wilderness Club Golf Club and their guests shall at all times have a right and non-exclusive easement of access and use over all roadways, whether by automobile, golf cart or other means, located within the Property reasonably necessary to travel to and from the entrances to the Property from and to the Wilderness Club Golf Club Property, respectively, and, further, over those portions of the Property (whether Common Area or otherwise) reasonably necessary to the use, operation, maintenance, repair and replacement of the Wilderness Club Golf Club Property. The Association may not unreasonably restrict rights of ingress and egress to the Wilderness Club Golf Club Property. The Association may not impose any restrictions, limitations or requirements for entry into any portion of the Wilderness Club Golf Club Property which are not imposed and enforced against all Owners and invitees. If vehicle passes are issued to Association's Members, they must be made available to the Club Owner and their licensees and members on the same terms as they are made available to Association's Members. Without

limiting the generality of the foregoing, persons who are permitted to use the Wilderness Club Golf Club Property and permitted members of the public shall have the right to park their vehicles on the roadways located within the Property at reasonable times before, during, and after golf tournaments and other similar functions held by or at the Wilderness Club Golf Club Property.

(d) General Easements onto Common Area and 20 Foot Strip Over Lots. The Wilderness Club Golf Club Property shall have and is hereby granted a non-exclusive appurtenant easement over and across the Common Area and the first twenty (20) feet of any Lot which shares a common boundary with the Wilderness Club Golf Club Property for the following purposes: (i) use and enjoyment of the golf cart paths by golf course maintenance vehicles and vehicles and pedestrians using the golf course located within such Wilderness Club Golf Club Property, provided however, no golf cart path shall be constructed on any portion of a Lot, (ii) constructing, maintaining, repairing and replacing pedestrian and golf cart paths and directional signs related to the golf course located within such Wilderness Club Golf Club Property, (iii) maintaining any lake, pond, wetland area, waterway, or other body of water and moving and removing unsightly brush, and (iv) permitting registered golf course players and their caddies to enter to retrieve golf balls in accordance with the rules of the game of golf (any such entry shall be limited to pedestrian access for the minimum period of time required to retrieve golf balls).

(e) Easements to Facilitate Tournaments. The Wilderness Club Golf Club and the Club Owner shall have and is hereby granted a non-exclusive easement over and across the Common Area appurtenant to the Wilderness Club Golf Club Property for all purposes reasonably necessary to hold and conduct tournament play at the Golf Course located on the Wilderness Club Golf Club Property including without limitation, ingress and egress by vehicular and pedestrian traffic, parking, utility services, directional signs, traffic control and other related uses. During such periods, the Club Owner shall have the right to, take all reasonable actions which are appropriate for holding such an event. Such Club Owner(s) shall be solely responsible for all additional costs incurred as a result of the tournament and shall repair any damage caused to the Common Area, as a result of the tournament. The Association shall have no right to prohibit or impair the ability of the Club Owner to take any and all reasonable actions which are appropriate for holding a tournament. The Association may require that the Club Owner provide reasonable assurances of necessary funds for clean up and repairs that may be required due to such activities.

(f) Additional Easements. The Club Owner and its duly authorized agents and representatives shall have a non-exclusive right and easement as is necessary or appropriate to the exercise of, any rights granted to the Wilderness Club Golf Club, appurtenant to the Wilderness Club Golf Club Property or to the Club Owner by this Declaration, including the right to enter upon Lots and Common Area, subject to the limitations contained in this Declaration.

4.4.7. Sign Easements. The Wilderness Club Golf Club shall have and is hereby granted a non-exclusive easement over and across the Common Area appurtenant to the Wilderness Club Golf Club Property for the purposes of locating, establishing, maintaining, repairing, replacing and lighting all of its signs permitted pursuant to this Declaration, subject to County regulations.

4.4.8. Rights to Photograph. Declarant and the Club Owner each hereby reserves a non-exclusive easement and right in gross to display, use and distribute for any and all purposes photographs, video recording and similar reproductions of all Residences and Improvements constructed anywhere in The Wilderness Club. Owners of Lots and Club Members by entering the Project grant Declarant a license and full authority to use any such materials for advertising and other purposes in the Declarant's reasonable discretion.

4.4.9. Easement to Governmental Entities. All governmental and quasi-governmental entities, agencies and utilities and their agents shall have a non-exclusive easement over the Common Area for the purposes of performing their duties within the Project.

4.4.10. Association's Easements. The Association and its duly authorized agents and representatives shall have a non-exclusive right and easement as is necessary to perform the duties and obligations of the Association set forth in the Project Documents, including the right to enter upon Lots, subject to the limitations contained in this Declaration.

4.4.11. Easement to Declarant for Adjoining- Property. Declarant shall have, and hereby expressly reserves, a right and easement over and across the Common Area for the purposes of reasonable ingress to and egress, from, over and across The Wilderness Club, including private roads and pathways, to adjacent property owned by Declarant until such property is annexed to The Wilderness Club.

4.4.12. Annexation of Additional Property. Upon the recordation of a Declaration of Annexation, the Lots and the Owners of Lots in the annexed Phase shall have all of the rights and easements specified in this Article and the Lots and the Owners of Lots in The Wilderness Club prior to annexation shall have all of the easements specified in this Article as though the annexed Phase were initially part of The Wilderness Club.

4.5. MEMBERSHIP AND SALES OF LOTS.

4.5.1. Membership and Sales of Lots. No Lot within The Wilderness Club Resort may be sold or transferred to any person, persons or entity (collectively, the "Transferee") unless and until such Transferee has been approved for membership in the Wilderness Club Golf Club and complies with all applicable requirements related thereto, including payment of all applicable membership fees, including the Membership Joining Fee, transfer fees and/or dues as required by the Membership Plan Documents. The foregoing requirement shall not apply to institutional lenders who assume title to a Lot through foreclosure of a mortgage or trust deed on such Lot, but shall apply to any Transferee of such institutional lender. The Wilderness Club Golf Club is a private club, currently owned by Declarant. The owner of the Wilderness Club Golf Club shall approve or disapprove potential Transferees in its sole and absolute discretion pursuant to such criteria as the Wilderness Club Golf Club may establish from time to time in its sole and absolute discretion. There shall be no appeal of a denial of membership to a potential Transferee except as may be established by the Club Owner from time to time in its sole and absolute discretion. Each Transferee shall be bound by the terms and conditions of membership in the Wilderness Club Golf Club, including all fees, dues, rules and regulations established by the Club Owner as the same may be amended from time to time in the sole and absolute discretion of the Club Owner. The Declarant shall have the right, without further notice, to sell

or convey its interest in the Wilderness Club Golf Club in whole or in part, to another entity. The Declarant and any Club Owner will not discriminate against any protected class in its administration of this provision which shall be administered in accordance with Title VIII of the Civil Rights Act of 1968.

4.5.2. Membership Terms. Each Owner, by acceptance of a deed or recorded contract of sale to a Lot, acknowledges that the privileges to use any property owned or operated by the Wilderness Club Golf Club or the owners of the Wilderness Club Golf Club shall be subject to the terms and conditions of the membership documents for the Wilderness Club Golf Club the same may be amended from time to time (the "Membership Plan Documents"). Acquisition and maintenance of a membership in the Wilderness Club Golf Club requires the payment of a membership purchase price called a Membership Joining Fee, as well as associated membership dues, fees and charges ("Club Charges"). The Wilderness Club Golf Club, as set forth in the Membership Plan Documents, shall determine the amounts of each of the Club Charges for the Wilderness Club Golf Club. Delinquent Club Charges are deemed to constitute Assessments. The Association shall have an Assessment Lien against each Lot for all unpaid Assessments, including but not limited to unpaid Club Charges in accordance with the lien and foreclosure provisions set forth in Article IX. In the event that the Association does not enforce its rights hereunder with respect to an Assessment Lien resulting from delinquent Club Charges, the Association hereby consents and authorizes the Wilderness Club Golf Club to enforce the lien and foreclosure provisions of Article IX to the fullest extent permitted by law.

Notwithstanding the fact that the property owned and/or operated by the Wilderness Club Golf Club is open space or a recreation area for purposes of applicable zoning ordinances and regulations, each Owner by acquisition of title to a Lot releases and discharges forever the Declarant, the Club Owner, the Wilderness Club Golf Club and their members, officers, directors, employees, agents and affiliates, from: (1) any claim that the property owned and/or operated by the Wilderness Club Golf Club is, or must be, owned and/or operated by the Association or the Owners, and/or (2) any claim that the Owners are entitled to use the property owned and/or operated by the Wilderness Club Golf Club by virtue of their ownership of a Lot without acquiring a membership in the Wilderness Club Golf Club, paying the applicable Membership Joining Fee, and dues, fees and charges established by the Wilderness Club Golf Club from time to time, and complying with the terms and conditions of the Membership Plan Documents for the Wilderness Club Golf Club.

4.6. TRANSFER ASSESSMENT.

In addition to all other assessments provided for herein, each person, persons or entity acquiring fee title to a Lot shall pay an assessment or working capital fee as specified by the Association and amended from time to time (the "Transfer Assessment") to the Association. Such Transfer Assessment shall be paid at closing of the purchase of the Lot and shall apply each time the Lot is re-sold. The Transfer Assessment may be used by the Association to defray the costs of reflecting the Lot ownership change on its books and records or such other expenses as it deems appropriate in its sole and absolute discretion.

ARTICLE V

WILDERNESS COMMUNITY ASSOCIATION, INC.

5.1. MEMBERSHIP.

Every Owner of a Lot shall be deemed to have either a Class "A" or Class "B" membership in the Association, as provided in Section 5.2 below.

5.2. VOTING RIGHTS.

The Association shall have two (2) classes of membership, Class "A" and Class "B" as follows:

5.2.1. Class A. Members of Class "A" shall be all Owners of Lots, with the exception of the Class "B" member (except that beginning on the date on which Class "B" membership is converted to Class "A" membership, and thereafter, Class "A" members shall be all Owners, including Declarant). Class "A" members shall be entitled to one (1) vote for each Lot owned, regardless of the type of Lot. When more than one (1) person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine and in no event shall more than one (1) vote be cast with respect to any Lot. The Owner of a consolidated Lot shall be entitled to voting rights as set forth in Section 7.35.

5.2.2. Class B. The Class B member shall be the Declarant or its assigns or successor(s)-in-interest. The Class "B" member shall be entitled to five (5) votes per each Lot owned, including but not limited to, previously unsold Lots. Upon and after the Turnover Meeting, as described below, the Class "B" member shall be deemed to be a Class "A" member entitled to one (1) vote for each Lot in which the interest required for membership under Section 5.2.1 hereof is held.

5.3. SUSPENSION.

All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article V or is otherwise in default under this Declaration, the Bylaws or the Rules.

5.4. TURNOVER MEETING.

The Declarant shall call a Turnover Meeting within ninety (90) days following the Conversion Date for the purposes of turning over control of the Association to the Class A members. The Declarant shall give notice of the Turnover Meeting to each Owner as provided in the Bylaws. The Turnover Meeting shall be conducted in accordance with the Bylaws. At the Turnover Meeting the Declarant shall turn over to the Association the responsibility for the planned community of The Wilderness Club and of the Association and the Association shall accept such administrative responsibility. At the Turnover Meeting, the Owners shall elect a Board in accordance with the Bylaws of the Association. At the Turnover Meeting, the Declarant shall deliver to the Association all Project Documents and any books, records and other documents necessary for the control and management of The Wilderness Club. In order to facilitate an orderly transition during the three-month period following the Turnover Meeting, the Declarant or an informed representative shall be available to meet with the Board on at least

three mutually acceptable dates to review the documents delivered pursuant to this Section 5.4. Such Turnover shall not affect the ownership or administration of the Wilderness Club Golf Club or other portions of The Wilderness Club Resort that are not a part of the Estates at Wilderness (i.e. are not part of the platted Lots or Common Areas servicing such Lots).

ARTICLE VI

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS

6.1. INTERIM BOARD.

Declarant shall have the right to appoint an interim board of three (3) directors, who shall serve as the Board until replaced by Declarant or until their successors have been elected by the Owners at the Turnover Meeting.

6.2. PURPOSE OF MAINTENANCE FUND.

The Board, for the benefit of the Owners, shall provide and shall pay for out of the Maintenance Fund provided for in Article IX below the following:

6.2.1. Taxes and Assessments. Taxes, assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Lots and/or Owners, if any.

6.2.2. Common Areas. Maintenance, repairs and enhancement of the Common Areas and any Improvements therein.

6.2.3. Monthly Utilities and Services Fees. Payment of monthly Utilities and Services fees, including Common Areas and all Lots as charged by the utility providers.

6.2.4. Utilities and Services. Maintenance, repairs, capital improvements to and enhancement of the Utilities and Services.

6.2.5. Professional Manager. Services of a professional manager or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager; provided that a management agreement entered into prior to the Turnover Meeting shall not have a term in excess of three (3) years and shall be terminable without penalty if the Board gives not less than thirty (30) days written notice of termination to the other party not later than sixty (60) days after the Turnover Meeting.

6.2.6. Legal and Accounting. Legal and accounting services as deemed necessary or advisable by the Board.

6.2.7. Insurance. Policy or policies of insurance insuring the Association and/or its Board and officers against any liability to the public or to the Owners (and/or Invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board, including policies of insurance as provided in Article XI below.

6.2.8. Workers Compensation Insurance. Workers Compensation insurance to the extent necessary to comply with any applicable laws.

6.2.9. Fidelity Bonds. Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

6.2.10. Other. Other materials, supplies, insurance, furniture, labor, services, maintenance, repairs structural alterations, taxes or assessments which the Board is required, or determines is in the Association's best interest, to obtain or pay for pursuant to the terms of this Declaration.

6.2.11. Costs and Expenses Relating to Cabin Units and Other Programs. All costs and expenses associated with the use and operation of the Cabin Units as described herein below, shall be paid by the Board, through its manager, from the funds assessed and collected from Owners of the Cabin Units. To the extent that other programs are established to provide specific services to Owners of another designated classification of Lots, a similar assessment and payment program will be established and identified by an amendment to this Declaration describing the Lots to which it pertains.

6.3. POWERS AND DUTIES OF BOARD.

The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws and the powers and duties of a non-profit corporation pursuant to the Montana Nonprofit Corporation Act, Mt. St. § 35-2-113 et seq.

6.3.1. Tax Assessments. Execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners.

6.3.2. Borrow Funds. Borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit.

6.3.3. Contracts/Bank Accounts. Enter into contracts, maintain one (1) or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.

6.3.4. Common Areas. Protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

6.3.5. Rules and Regulations. Promulgate reasonable rules and regulations for the operation of the Common Areas and amend them from time to time.

6.3.6. Annual Report. To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable time and intervals.

6.3.7. Insurance Proceeds/Damage or Lots Property. To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.

6.3.8. Enforcement. To enforce this Declaration and the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

6.3.9. Collect all Assessments. To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.

6.4. BOARD POWERS EXCLUSIVE.

The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the Maintenance Fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

6.5. MAINTENANCE CONTRACTS.

The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

ARTICLE VII

USES AND RESTRICTIONS

7.1. ALTERATIONS.

Except as otherwise specifically provided in this Declaration, no Improvement (including landscaping) shall be constructed, reconstructed, performed, installed, altered, remodeled or demolish, nor shall the color of any Improvement be changed ("Alteration") until plans have been submitted and approved pursuant to Article XV. For purposes of this Declaration, the term "Alteration" shall not include (i) repainting or refinishing any Improvement in the same color; (ii) repairing any Improvement with the same materials; or (iii) the construction by Declarant of any Improvements prior to the turnover of control to the Association pursuant to Section 5.4.

7.2. ANIMALS.

No animals, livestock, reptiles, fowl or poultry shall be raised, bred or kept on the Property, except that dogs, cats or other non-exotic household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and provided further that they are kept in compliance with the terms of this Declaration. No horses are permitted within the Owner's Lot under any circumstances. Such household pets must not constitute a nuisance or cause unsanitary conditions. Incessant barking or howling of a dog or other noise caused by a pet that is clearly audible shall be a nuisance. The Board shall have the right to prohibit maintenance of any pet which, after Notice and Hearing, is found to be a nuisance to other Owners. No animals

may be kept for commercial purposes. No dog shall be allowed in the Common Area unless it is under the control of a responsible person by leash. Each Owner or his or her Invitee shall restore the Common Area to the condition it was in immediately preceding its use by any dog permitted on the Common Area by the Owner or Invitee.

7.3. ANTENNAS.

No outside television antenna, microwave or satellite dish, aerial, or other such device shall be erected, constructed or placed on any Common Area or any Lot, unless (i) installed by Declarant; or (ii) first approved in accordance with the provisions of Article XV.

7.4. APPEARANCE OF WILDERNESS CLUB GOLF CLUB.

Each Owner acknowledges and agrees that neither any Owner nor the Association shall have any right to compel the Club Owner to maintain the Wilderness Club Golf Club Property or any Improvements thereon to any particular standard of care and that the appearance of the Wilderness Club Golf Club Property and Improvements shall be determined in the sole discretion of the Club Owner. This provision shall apply to any other separately owned club properties within the Project whether owned by the Club Owner or another owner of an additional club, if any.

7.5. BUSINESSES.

Except for (i) uses within Residences permitted by local ordinances; (ii) home offices, entertainment, business meetings and social events which do not create regular customer, client or employee traffic; (iii) the business of Declarant and any Builders in completing the development and disposition of the Lots in The Wilderness Club; and (iv) the business of Club Owner in maintaining and operating golf courses or other facilities on the Wilderness Club Golf Club Property, no business of any kind shall be established, maintained, operated, permitted or constructed in any portion of the Estates at Wilderness. However, the provisions of this Section 7.5 are not intended to preclude special event liquor licenses and other permits that may be obtained for activities within The Wilderness Club, nor shall they apply to any commercial uses that the Declarant may permit on the property, including by way of illustration and not of limitation, commercial areas servicing the Property, rental programs, hospitality sites and other uses in the sole and absolute discretion of the Declarant.

7.6. CLOTHES DRYING.

Except within screened service yards, outside clotheslines and other outside facilities for drying or airing clothes are prohibited and shall not be erected, placed or maintained on any Lot outside of a Residence. No clothing, rugs or other item may be hung on any exterior railing, fence, hedge or wall.

7.7. DRAINAGE.

No Owner shall impede, alter or otherwise interfere with the drainage patterns and facilities in the Project until plans have been submitted and approved pursuant to Article XV and approved by any public authority having jurisdiction thereof.

7.8. ENGINEERING REQUIRED.

No Owner shall grade or fill or otherwise alter the slope or contour of any Lot, as established by Declarant, without first retaining a soils engineer or civil engineer, as appropriate, licensed by the State of Montana, and receiving from such engineer written recommendations, plans and specifications regarding such proposed grade, fill and/or alteration. No Owner shall perform any such grade, fill or alteration except in conformity with the recommendations, plans and specifications of such engineer. In addition, the Owner shall also obtain prior approval in accordance with the provisions of Article XV of this Declaration and shall comply with all applicable County requirements.

7.9. EXTERIOR LIGHTING.

No Owner shall remove damage or disable any exterior light, regardless of where located, which is connected to the Association's electric service. All exterior lighting shall comply with County Code requirements.

7.10. FENCING AND WALLS.

7.10.1. Adjacent Golf Course. Except for fencing originally constructed or approved by Declarant, there shall be no fencing constructed, maintained or placed (i) on any portion of the Estates at Wilderness which adjoins the Wilderness Club Golf Club Property; (ii) on any portion of the Common Area or any portion of any Lot which is subject to the twenty (20) foot easement established pursuant to Section 4.4.6(d) of this Declaration; or (iii) on any portion of the Estates at Wilderness which, in the judgment of a Club Owner, unreasonably interferes with the view from that Club Owner's portion of the Wilderness Club Golf Club Property. For purposes of the preceding sentence, fencing includes fences, walls, netting, and other similar barriers, including landscaping. Any fencing approved in writing by an affected Club Owner shall be deemed to not be in violation of this subsection.

7.10.2. Chain Link Fences. No chain link fences shall be permitted within the Estates at Wilderness except for (i) maintenance or buffer areas located within the Common Area or on portions of the Wilderness Club Golf Club Property; (ii) tennis courts; and (iii) those erected by Declarant.

7.10.3. Other Fences and Walls. All fences and walls within the Estates at Wilderness must conform to the overall project fencing plan contained in the Design Guidelines.

7.11. FIRE PROTECTION.

7.11.1. Roofing. In accordance with the Lincoln County Fire Protection Measures, all roofs must be constructed of, or made to be, a fire resistant material with a Fire Rating of Class "A" or "B," and kept free of debris.

7.11.2. Vegetation. Vegetation reduction and clearance by the Association on those areas for which the Association is responsible and vegetation reduction and clearance by individual Owners on their respective Lots shall be as set forth and specified under the Lincoln County Fire Protection Measures. Each Owner shall be responsible for vegetation reduction and clearance on his or her own Lot. Both unimproved and improved Lots shall be managed for vegetation. In the event an Owner does not manage vegetation, after 10 days notice from the Association, the Association may cause the vegetation to be reduced and/or cleared. The cost and expense association with such vegetation management shall be assessed to the Lot and such Assessment may become a lien in accordance with the lien and foreclosure provisions set forth in Article IX.

7.12. WILDERNESS CLUB GOLF CLUB PROPERTY.

The Wilderness Club Golf Club Property is private property owned and operated by the Declarant, as the Club Owner, or its successors or assigns and administered according to membership policies and rules and regulations adopted by the owner thereof from time to time. The Wilderness Club Golf Club Property may include, without limitation, but shall not be required to include a golf course, practice facilities, clubhouses, tennis courts, swimming pools, and related social and sports facilities which are separate from the Common Areas, any of which may be developed or constructed or removed and/or abandoned from time to time by the Club Owner in its sole and absolute discretion. These facilities shall be developed and provided at the discretion of the Club Owner. The Club Owner has the exclusive right to determine from time to time, in its sole discretion and without notice or approval of any change, how and by whom these facilities shall be used, if at all. By way of example, but not limitation, the Club Owner has the right to approve users and determine eligibility for use, to reserve use rights, to terminate any or all use rights, to change, eliminate or cease operation of any or all of the facilities, to change, eliminate or cease operation of any or all of the facilities, to transfer any or all of the Wilderness Club Golf Club Property or the operation thereof to anyone (including without limitation a member-owned or equity club) and on any terms, to limit the availability of use privileges, and to require the payment of a purchase price, Membership Joining Fee, dues, use charges and other charges for use privileges. Ownership of a Lot or any other portion of the Property or membership in the Association does not give any vested right or easement, prescriptive or otherwise, to use the Wilderness Club Golf Club Property, and does not grant any ownership or membership interest therein. Pursuant to the Membership Plan Documents, the Club Owner may suspend the right of any Club Member to use the facilities and amenities of the Wilderness Club Golf Club for a violation of the Membership Plan Documents or failure to pay any fees or dues when due. Such suspension of use privileges shall not affect the ability of the Wilderness Club Golf Club or charges the Association to continue to assess the Club Member all fees and charges assessable under this Declaration and the Membership Plan Documents and such fees and charges may be enforced through the lien rights afforded the Association and the Club Owner hereunder.

7.12.1. Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Club Owner cooperate to the maximum extent possible in the operation of the Property and the Wilderness Club Golf Club Property. Each shall reasonably assist the other in upholding the community-wide standards as set from time to time. The Association shall have no power to promulgate rules and regulations affecting activities on or use of the Wilderness Club Golf Club Property without the prior written consent of the Club Owner.

7.12.2. Amendments Affecting Wilderness Club Golf Club Property. No amendments may be made to this Article or any other provisions of this Declaration which adversely affect the Club Owner, the Wilderness Club Golf Club Property, or access to the Wilderness Club Golf Club Property without the prior written consent of the Declarant and the Club Owner.

7.13. GOLF COURSE AREAS.

Owners and their Invitees adjacent to all golf course areas of the Wilderness Club Golf Club Property shall manage, with the goal of eliminating, any action which would distract from the playing quality of the golf course. Such actions include but are not limited to burning materials where the smoke will cross the Golf Course, maintaining pets which are creating excess noise, playing loud radios, stereos, televisions or musical instruments, running, walking, jogging, bicycle riding, or skateboarding on the fairways or golf cart paths, picking up golf balls or otherwise interfering with play.

7.14. GOLF CART PATHS.

Portions of the golf cart path system on the Wilderness Club Golf Club Property may be situated on the Common Area. No Owner or Invitee shall have any right to use any portion of the golf cart path system, including any portion situated on the Common Area or any Lot without the, prior approval of the owner or manager of the affected portion of the Wilderness Club Golf Club Property. All golf cart paths shall be maintained, repaired and replaced by the Club Owner.

7.15. GOLF TOURNAMENTS.

From time to time, some portion of the Wilderness Club Golf Club Property may be used for tournament play. At such times, vehicular and pedestrian traffic within The Wilderness Club is likely to increase substantially as persons who will play in the tournament as well as persons who will watch the tournament will be invited, the broadcast media and their equipment may be present, and additional parking, utility services, directional signs, traffic control, security, clean-up crews and other services may be required. During all such periods, the Club Owner(s) shall have the right to take all reasonable actions which are appropriate for holding such an event as long as such Club Owner(s) is solely responsible for all additional costs incurred as a result of the tournament, including repairing any damage caused to the Common Area as a result of the tournament. The Association shall have no right to prohibit the Club Owner from taking any and all reasonable actions which are appropriate for holding a tournament.

7.16. INTRUSION ONTO GOLF COURSE.

Neither the Association nor any Owner shall have any right of entry onto any portion of the Wilderness Club Golf Club Property without the prior written consent of the Club Owner. All permitted entry shall be made only through entry points designated by the applicable Wilderness Club Golf Club or Club Owner; no Owner may access any portion of the Wilderness Club Golf

Club Property or the Golf Course from any adjacent residential Lot. Neither the Association nor any Owner may permit any irrigation water to overspray or drain from its Common Area or Lot onto any portion of the Wilderness Club Golf Club Property without approval of the Club Owner. Neither the Association nor any Owner may permit any fertilizer, pesticides or other chemical substances to overspray, drain, flow or be disposed of in any manner upon any portion of the Wilderness Club Golf Club Property. If the Association or any Owner violates the provisions of this Section 7.16, it shall be liable to the affected Club Owner for all damages to the turf resulting from the violation and all damages, including consequential damages suffered by such Club Owner.

7.17. INVITEES.

Each Owner shall be responsible for compliance with the provisions of the Project Documents by his or her Invitees. An Owner shall promptly pay any Reimbursement Assessment levied and/or any fine or penalty imposed against an Owner for violations committed by his or her Invitees.

7.18. IRRIGATION SPECIFICATIONS.

The irrigation specifications contained in the Design Guidelines have been designed to minimize consumption of water in landscape irrigation on individual Lots and Common Area. The Association shall follow the irrigation specifications when irrigating Common Area and all Owners shall follow the irrigation specification when irrigating their Lots. The water conservation measures listed in the Water Conservation Plan submitted to the County as part of the Conceptual Master Plan for the Property and Development Property shall be adhered to by all Owners and the Association.

7.19. LANDSCAPING.

No hedge, shrubbery, plant or tree which obstructs sightlines at intersections of driveways, streets or roadways within the Estates at Wilderness shall be permitted to remain on any Lot. No Owner shall cut, remove, or mutilate any trees, shrubs, bushes or other vegetation having a trunk diameter of six (6) inches or more at a point four (4) feet above ground level, without obtaining approval pursuant to Article XV.

7.20. LIQUOR SALES.

The Wilderness Club Golf Club Property may be used for the sale of liquor to be consumed on-site and/or off-site if authorized under local law. In addition, special event liquor licenses and other permits may be obtained, if authorized under local law, for activities within The Wilderness Club Resort from time to time. Special event liquor licenses for events held within Common Area or for events which utilize Common Area are subject to the approval of the Board; the Board shall have sole and absolute discretion to determine whether to grant approval of any request. By acceptance of a deed; to a Lot, each Owner agrees not to contest any application for a liquor license to be used for the sale of liquor within the Wilderness Club Golf Club Property or any other portion of the Development Property and not to object to any special event liquor licenses applied for or issued from time to time.

7.21. MINERAL EXPLORATION.

No Lot shall be used to explore for or to remove any oil, hydrocarbons or minerals of any kind without the approval of the Board and only if permitted by applicable state law and local ordinances.

7.22. OWNERSHIP OF PROPERTY NEAR A GOLF COURSE.

By acceptance of a deed to a Lot, each Owner acknowledges and agrees that Owning property adjacent to the Golf Course has benefits as well as detriments and that the detriments include: (a) the risk of damage to property or injury to persons and animals from golf balls which are hit onto an Owner's Lot or other portion of the Project utilized by the Owner, (b) the entry by golfers onto Owner's Lot or other-portions of the Project utilized by the Owner to retrieve golf balls; (c) overspray in connection with the watering of the roughs, fairways and greens on the Golf Course; (d) noise from golf course maintenance and operation equipment (including, without limitation, irrigation systems, compressors, blowers, mulchers, tractors, utility vehicles and pumps, all of which may be operated at all times of the day and night and/or continuously); (e) odors arising from irrigation and fertilization of the turf situated on the Golf Course; (f) disturbance and loss of privacy resulting from golf cart traffic and golfers; (g) view restriction caused by maturation of trees and shrubbery; and (f) noise, vehicular and pedestrian traffic, congestion and loss of privacy as a result of tournaments held on the Golf Course. Additionally, each Owner acknowledges that pesticides and chemicals may be applied to the Golf Course throughout the year and that reclaimed water, treated waste water or other sources of non-potable water may be used for irrigation of the Golf Course. Each Owner expressly assumes such detriments and risks and agrees that neither Declarant, the Club Owner or managers of the Golf Course, nor any guests, Invitees, successors or assigns to the Wilderness Club Golf Club shall be liable to the Owner or anyone claiming any loss or damage, including, without limitation, indirect, special, or consequential loss or damage arising from personal injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Owner's Lot or Residence to the Golf Course, including without limitation, any claim arising in whole or in part from the negligence of Declarant, the managers or Club Owner of the Golf Course, or their guests, Invitees, successors or assigns. Each Owner hereby agrees to indemnify and hold harmless Declarant, the Club Owner, managers of the Golf Course and their guests, Invitees, successors and assigns, against any and all such claims by Owner's Invitees.

By acceptance of a deed to a Lot, each Owner acknowledges and agrees that there are no express or implied easements over the Wilderness Club Golf Club Property for view purposes, and no guaranty or representation is made by Declarant or any other person that any view over and across the Wilderness Club Golf Club Property will be preserved without impairment, and that neither the Club Owner, the Wilderness Club, the Declarant nor the Association shall have any obligation to prune or thin trees or other landscaping to preserve views over the Wilderness Club Golf Club Property.

By acceptance of a deed to a Lot, each Owner specifically covenants and agrees that he or she will specifically disclose the existence and contents of this Section 7.22 to his or her subsequent transferees.

7.23. PARKING.

Vehicles shall not be parked anywhere in The Wilderness Club Resort except in areas designed and established for the parking of passenger motor vehicles ("Parking Areas"), wholly within garages, or in an approved motor court. Parking is not permitted on streets. All Parking Areas shall be used solely for the parking of motor vehicles used for personal transportation. No boat, trailer, camper, commercial vehicle, mobile home, recreational vehicle or any inoperable vehicle shall be parked or stored in any Parking Area. Recreational vehicles or trailer-hauled boats may not be parked within The Wilderness Club Resort. Garage doors shall remain closed, except when a vehicle is entering or leaving the garage. Garages shall be kept sufficiently clear so as to permit parking of the number of vehicles for which the garage was designed. A recreational vehicle or trailer-hauled boat may be parked within a garage only if there is additional space after parking all vehicles belonging to residents of that Lot in the garage. With the exception of garages, no part of the Common Area or any driveway on any Lot shall be used for repair, construction or reconstruction of any vehicle. No resident in the Estates at Wilderness shall park in any Parking Area designated as "guest parking." As long as applicable ordinances and laws are observed, any vehicle which is in violation of this Declaration may be removed. In addition, parking restrictions may be added or removed for temporary periods at the discretion of the Board to accommodate the planned activities of individual Owners. If the provisions of this Declaration regarding boats, trailers, campers, commercial vehicles, mobile homes, or recreational vehicles are ever amended to be less restrictive than the applicable County Zoning Ordinance; the ordinance shall prevail over those provisions of this Declaration.

7.24. RENTAL OF LOTS.

Unless an Owner is prohibited from leasing or renting his or her Lot by the terms of another document, an Owner shall be entitled to rent or lease his or her Lot if: (i) there is a written rental or lease agreement specifying that the tenant shall be subject to all provisions of the Project Documents and a failure to comply with any provision of the Project Documents shall constitute a default under the agreement; (ii) the period of the rental or lease is not less than one (1) week (unless otherwise permitted by the Declarant); (iii) the Owner gives notice of the tenancy to the Board and has otherwise complied with the terms of the Project Documents; (iv) the Owner gives each tenant a copy of the Project Documents; and (v) the Lot is rented to not more than one (1) family at any time. Upon satisfaction of the foregoing conditions, all rights to the use and enjoyment of the Common Area shall be exercised by the tenant rather than by the Owner of the leased or rented Lot; however, the Owner shall not be relieved of the obligations and duties imposed by this Declaration. No Owner may lease or rent an unimproved lot.

This provision shall have no application to the Declarant, or any affiliated third parties or third party designees of the Declarant, so long as Declarant owns any Lots in the Project even after the Conversion Date. Nothing contained herein shall preclude the Declarant, or any affiliated third parties of the Declarant, from providing transient rental programs, hospitality programs, fractional or timeshare programs or other lawful uses of property within the Project on terms and pursuant to programs established by the Declarant, or any affiliated third parties of the Declarant or any designee or assignee of such rights by the Declarant, from time to time in its sole and absolute discretion. Any such programs or uses of property established by the Declarant, or any affiliated third parties or designees of the Declarant, from time to time, if any, shall be an exception to the rental restrictions established by this provision for the duration of

this Declaration. Any such programs established by or through the Declarant may continue for the duration of this Declaration, as amended from time to time.

7.25. RULES.

The Board may promulgate rules concerning the use of the Estates at Wilderness by Owners and their guests. The Board shall have the right to limit the number of an Owner's guests that may use any recreational facilities. Neither an Owner nor its Invitees shall violate any provision of this Declaration, the Bylaws or the Rules as the same may be amended from time to time.

7.26. SIGNS.

All signs displayed in the Estates at Wilderness shall be attractive and compatible with the design of the Project and shall comply with all applicable local ordinances. The only signs of any kind which may be displayed to the public view on or from any Lot or the Common Area shall be as follows:

7.26.1. Approved by Board. Signs, posters and notices approved by the Board or specified in the Rules or in this Declaration may be posted in locations designated by the Board;

7.26.2. Declarant's Signs. Signs may be displayed by Declarant on Common Area, unsold Lots or Residences, as Declarant deems appropriate, advertising Lots and/or Residences owned by Declarant for sale or rent; Lot Owners, other than Declarant, may not post for sale or rent signs within the Project;

7.26.3. Wilderness Club Golf Club Crossing Signs. Appropriate signs may be displayed by the Club Owner to identify, warn and otherwise control crossings of streets and roads within the Project by golf carts and pedestrian golfers;

7.26.4. Wilderness Club Golf Club Identification. Permanent and temporary signs may be displayed by the Club Owner to identify the Wilderness Club Golf Club and provide appropriate directions to the Wilderness Club Golf Club Property and/or Golf Course for motorists and pedestrians;

7.26.5. Golf Course Boundaries. Permanent and temporary markers may be displayed by the Club Owner to identify the boundaries of the Golf Course;

7.26.6. Legal Proceedings. Signs required by legal proceedings may be displayed;

7.26.7. The Wilderness Club Resort Identification. Appropriate signs may be displayed by the Association to identify The Wilderness Club Resort and directional signs to amenities;

7.26.8. Sale or Rent. Except by Declarant (pursuant to Section 7.26.2, above) signs advertising a Lot for sale or rent are prohibited;

7.26.9. Traffic Signs. Appropriate signs may be displayed by the Association to regulate and control vehicular, pedestrian, and other traffic within the Estates at Wilderness.

7.27. STORAGE OF WASTE MATERIALS.

All garbage, trash and accumulated waste material shall be placed in appropriate covered trash containers, which may be placed on Common Area or where visible only on the night before and the day that pickup is to occur.

7.28. SWIMMING POOLS.

No swimming pool may be constructed without the approval of the Design Review Committee as provided in Article XV.

7.29. TRAFFIC REGULATIONS.

The Association may promulgate, administer and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits; provided however that the Association may not regulate, beyond that which is necessary for safety reasons, or prohibit golf cart access to streets within The Wilderness Club Resort. Vehicular and pedestrian traffic includes but is not limited to motor vehicles, trailers, golf carts, bicycles, skateboards and roller skates. The Association shall be entitled to enforce such provisions by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof, as long as such procedures are consistent with the Project Documents. Only drivers licensed to operate motor vehicles shall operate any type of motor vehicle within The Wilderness Club Resort. All vehicles of any kind which are operated within The Wilderness Club Resort shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all Owners and their Invitees and the Golf Course, respecting the property of the Estates at Wilderness, and due consideration for the rights of the Club Owner and its Invitees.

7.30. USE AND OCCUPANCY OF RESIDENCES.

Each Lot shall be used solely for residential purposes. No Residence shall be permanently occupied by anymore than two (2) persons per bedroom unless approved by the Association in writing. No Owner may permit or cause anything to be done or kept upon, in or about his or her Lot which might obstruct or interfere with the rights of other Owners or which would be noxious, harmful or unreasonably offensive to other Owners. Each Owner shall comply with all of the requirements of all federal, state and local governmental authorities, and all laws, ordinances, rules and regulations applicable to his or her Lot. For any transient use or occupancy program established by the Declarant, its assigns or designees, the Declarant shall establish use and occupancy restrictions which shall be unencumbered by this section provide such use and occupancy complies with all laws, ordinances, rules and regulations.

7.31. USE OF COMMON AREA.

All use of Common Area is subject to the Rules. All persons residing within The Wilderness Club may enjoy the use of all facilities in the Common Area as long as they abide by the terms of the Project Documents. There shall be no obstruction of any part of the Common Area. Nothing shall be stored or kept in the Common Area without the prior written consent of the Board. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on the Common Area without the prior written consent of the Board. No Owner shall permit anything to be physically done or kept in the Common Area or any other part of The Wilderness Club Resort which might result in the cancellation of insurance on any part of the

Common Area, which would interfere with rights of other Owners, or which would be a nuisance, noxious, harmful or unreasonably offensive to Owners. No waste shall be committed in the Common Area.

7.31.1. Conveyance of Property by Association. In the event the Association votes to transfer or sell any portion of the Common Area, an equivalent amount of land shall be transferred into the Common Area.

7.31.2. Conveyance of Property to Association. If the Association accepts title to any real property transferred by an Owner, Declarant or the Club Owner as a result of subsequently recorded amended final plats certificates of correction, lot line adjustments and/or records of survey, the property received shall be Common Area unless the conveyancing deed specifically provides otherwise.

7.32. USES IN SURROUNDING AREAS.

In addition to tournaments within the Project, areas surrounding the Project may be subject to a wide variety of uses, including but not limited to agricultural, viticulture, commercial, retail, hotel, and bed and breakfast. Each Owner, by acceptance of a deed to a Lot, expressly waives for himself or herself and his or her successor(s)-in-interest and assigns any and all claims against owners of land within and/or adjacent to the Project, including Declarant and all of its general and limited partners, and their successor(s)-in-interest and assigns which arise from landowners' business uses of their lands as long as such uses are legal and are customarily considered ordinary and normal within the scope of the business use.

7.33. WEEDS.

The control of noxious weeds by the Association on those areas for which the Association is responsible and the control of noxious weeds by individual Owners on their respective Lots shall be as set forth and specified under the Montana Noxious Weed Control Act (MCA 7-22-2101 through 7-22-2153) and the rules and regulations of the Lincoln County Weed District. Each Owner shall be responsible for the control of state and county declared noxious weeds on his or her own Lot. Both unimproved and improved Lots shall be managed for noxious weeds. In the event an Owner does not control the noxious weeds, after ten (10) days notice from the Association, the Association may cause the noxious weeds to be controlled. The cost and expense association with such weed management shall be assessed to the Lot and such Assessment may become a lien in accordance with the lien and foreclosure provisions set forth in Article IX.

7.34. WELLS AND SEPTIC TANKS.

Except as specifically permitted and approved by Declarant, in connection with the conveyance of a Lot and as permitted by the County, no well for water shall be constructed or installed on any Lot. No septic tank shall be constructed or installed on any Lot. Declarant has no express or implied obligation to permit the installation of any well and approving the installation of any well or wells does not impose any express or implied obligation on Declarant to approve the installation of any other well.

7.35. WINDOW COVERINGS.

No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, or other purposes. No window-mounted heating or air-conditioning unit is permitted. All window coverings shall be subject to approval by the Design Review Committee.

7.36. RECLAIMED WATER.

Some of the irrigation lines installed by Declarant for the Common Area may provide for the use of reclaimed water which may produce an offensive odor. The Association shall be permitted to use any such reclaimed water to irrigate Common Area landscaping.

7.37. SEWER PUMPS.

Due to the physical contours and layout of the Property, most Lots within the Estates at Wilderness may require sewage ejector pumps, a pressurized system or similar facilities to connect to the main sewer lines in the Project. Each Owner shall be responsible for the cost of purchasing, installing and maintaining any such equipment required for his or her Lot.

7.38. UTILITIES.

No Owner may obtain utilities services from any provider other than that designated by the Declarant or the Association. All sewer and water services to the Estates at Wilderness shall be provided by the Declarant via the sewer and water system being constructed by Declarant and no Owner shall construct any septic system or other sewage treatment system. Declarant or any subsequent owner of such services shall charge for such services in accordance with applicable law.

7.39. LOT CONSOLIDATION/PARTITION.

No Lot may be partitioned or otherwise subdivided. Two lots may be consolidated; provided, however, the Owner complies with the following:

(a) The Owner shall first obtain approval from the County;

(b) The Owner shall first obtain approval from the Design Review Committee;

(c) The Owner shall intend and shall actually construct its residential unit on parts of both of the Lots to be consolidated; and

(d) After consolidation, the consolidated Lot may not be partitioned or otherwise divided.

Commencing the first day of the Association's first complete fiscal year after the consolidation is complete, the newly consolidated Lot shall be considered one (1) Lot for assessment and voting rights purposes, and the Association shall apportion assessments accordingly.

ARTICLE VIII

MAINTENANCE, REPAIR AND RECONSTRUCTION OF IMPROVEMENTS

8.1. MAINTENANCE OF COMMON AREA.

The Association shall be responsible for the maintenance, repair, replacement, management, operating, painting and upkeep of Common Area and Improvements thereon. The Association shall keep the Common Area and Improvements thereon in good condition and repair, provide

for all necessary services and cause all acts to be done which may be necessary or proper to assure the maintenance of the Common Area in a first class condition. Notwithstanding the provisions of this Section 8.1 or of Section 8.8, the Association shall not be obligated to continue to maintain, repair or replace any Improvement whose maintenance, repair or replacement is undertaken subsequent to the recording of this Declaration by any landscaping and lighting district, community service area, or other district, governmental or quasi-governmental entity or utility company.

8.1.1. Streets and Street Lighting. All streets and street lighting within The Wilderness Club shall be private and, as Common Area Improvements, shall be operated, maintained, repaired and replaced, as necessary, by the Association. The identification from time to time of some individual components of Common Area Improvements in this Declaration is the result of requirements imposed by the County and shall not be construed as limiting the type, nature or extent of other Common Area Improvements within The Wilderness Club.

8.1.2. Slope Control. The Association shall inspect all slopes and related facilities on Common Area at least once annually prior to October 1st of each year and shall repair any mass soil movement or erosion in a timely manner.

8.1.3. Street Sweeping. The Association shall sweep all streets within The Wilderness Club on a regular schedule to minimize trash, oil, grease, and other toxic urban runoff to watercourses.

8.1.4. Trees. The Association shall maintain the trees on the Common Area in accordance with any requirement of the applicable Plat and/or any conditions of any land use approvals issued in connection with the development of The Wilderness Club.

8.1.5. Improvement And Community Services Districts. Notwithstanding any other provision contained herein, the Association shall not be obligated to maintain nor have the right to control the use, repair, or replace any landscaping, irrigation systems, drainage facilities, waste water treatment facilities, irrigation lakes and/or water features, sanitary sewer systems improvements or geological hazards which are maintained, repaired or replaced by any geological hazard abatement district, landscaping and lighting district or other district (including community services districts) and/or governmental or quasi governmental entity.

8.2. ALTERATIONS TO COMMON AREA.

8.2.1. Approval. Only the Association or Declarant shall construct, reconstruct, refinish or alter any Improvement situated upon the Common Area. A proposal for any construction of or alteration, maintenance or repair to an Improvement may be made at any meeting. A proposal may be adopted by the Board, subject to the limitations contained in the Bylaws.

8.2.2. Funding. Expenditures for maintenance, repair or replacement of an existing capital improvement for which reserves have been collected may be made from the Reserve Account. The Board may levy a Special Assessment to fund any construction, alteration, repair or maintenance of an Improvement for which no reserve has been collected or to alter existing Improvements.

8.2.3. Joint Development and Maintenance of the Common Areas. The Declarant and/or the Association may enter into an agreement, or agreements, with the owners of the Wilderness Club Golf Club Property for the joint installation and/or maintenance of any of the Common Area Improvements.

8.3. MAINTENANCE OF LOTS, AND RESIDENCES.

Except as otherwise specifically provided in this Declaration, each Owner shall maintain and care for his or her Lot, Residence, and all other Improvements located in or on his or her Lot in a manner consistent with the standards established by the Project Documents and other well maintained residential areas in the vicinity of The Wilderness Club. Special architectural design standards may be established in the Rules and all Owners shall be obligated to comply with such standards. Each Owner shall regularly clear all storm drainage inlets and maintain the capacity and flow of all storm drainage improvements and drainage swales situated on the Owner's Lot. The finished ground surface of each Lot shall be maintained to slope away from all structures at a minimum five percent (5%) grade for at least five (5) feet or to a drainage swale located at least two and one-half (2 ½) feet from structures. Landscaping may not be installed in any manner which interferes with the storm drainage improvements or which traps or ponds water adjacent to a Residence. Any Lot upon which a Residence has not yet been constructed shall be maintained by the Owner of the Lot in accordance with the Rules adopted by the Association for maintenance of vacant, improved Lots. The Association shall maintain, repair and replace sidewalk pavements, if any, on all Lots. If the pavement is damaged by the Owner of the Lot or his or her Invitees the Association shall repair it at the expense of the Lot Owner. The Association shall maintain, repair and replace all exterior light fixtures and bulbs connected to the Association's electric service; provided, however, each Owner shall replace any inoperable light bulb in any such light fixture located on that Owner's Lot.

8.4. ALTERATION TO LOTS, AND RESIDENCES.

Owners may alter or remodel the interiors of their Residences if the alterations do not impair the structural integrity of the Residence and if the Owner complies with all laws and ordinances regarding alterations and remodeling. Any proposals for alterations, additions or other Improvements on Lots or to the exteriors of Residences shall be made in accordance with the provisions of Article XV.

8.5. MAINTENANCE AND REPAIR OF FENCES.

8.5.1. No Fences Adjacent to Wilderness Club Golf Club Property. No fences shall be situated on the common boundary of a Lot and any portion of the Wilderness Club Golf Club Property.

8.5.2. Fences Separating Common Area and Lots. Each fence which separates a Lot from Common Areas shall be maintained, repaired and replaced by the Association; provided however, if the side of the fence which faces a Lot is inaccessible by the Association, the owner of the Lot shall maintain that fence surface. Maintenance shall include refinishing the exterior surface of the fence if that surface was previously finished with paint or stain.

8.6. LANDSCAPING.

All landscaping in The Wilderness Club shall be maintained and cared for in a manner consistent with the standards of design and quality as originally established by Declarant and in a condition comparable to that of other well maintained residential areas in the vicinity. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. All lawn areas shall-be neatly mowed and trees and shrubs shall be neatly trimmed. Other specific restrictions on landscaping may be established in the Rules.

8.6.1. Association. The Association shall be responsible for all landscaping located on Common Area. The Association shall also irrigate, maintain and replace landscaping located within any public right-of-way described in a Declaration of Annexation.

8.6.2. Owners. With the exception of the Cabin Unit Owners as discussed hereinbelow, each Owner shall be responsible for all landscaping located within that Owner's Lot. If landscaping within Lots is not installed by Declarant, each Owner shall install permanent landscaping within his or her Lot in accordance with the Design Guidelines. Each Owner shall install and maintain landscaping and any necessary engineering measures to maintain slope stability in order to prevent mass soil movement and erosion. Any mass soil movement or erosion which occurs on a Lot shall be promptly repaired by the Owner of the Lot. Maintenance of street trees shall include pruning as appropriate.

8.7. RIGHT OF MAINTENANCE AND ENTRY.

8.7.1. By Association. If an Owner fails to perform maintenance and/or repair which that Owner is obligated to perform pursuant to this Declaration, and the Association determines, after Notice and Hearing given pursuant to the provisions of the Bylaws, that such maintenance and/or repair is necessary to preserve the attractiveness, quality, nature and/or value of The Wilderness Club, the Association may cause such maintenance and/or repair to be performed. The costs of such maintenance and/or repair shall be charged to the Owner of the Lot as a Reimbursement Assessment. In order to effectuate the provisions of this Declaration, the Association may enter any Lot whenever entry is necessary in connection with the performance of any maintenance or construction which the Association is authorized to undertake. Entry within a Lot shall be made with as little inconvenience to an Owner as practicable and only after reasonable advance written notice of not less than forty-eight (48) hours, except in emergency situations.

8.7.2. By Wilderness Club Golf Club. If either the Association or an Owner ("Defaulting Party") fails to maintain any landscaping or fencing situated adjacent to any portion of the Wilderness Club Golf Club Property and within twenty (20) feet of any portion of the Golf Course, the affected Club Owner shall have the right, but not the duty, to maintain the landscaping or fencing at the sole cost and expense of the Defaulting Party. If the affected Club Owner desires to perform any such maintenance authorized by the preceding sentence, the affected Club Owner shall first notify the Defaulting Party in writing and provide the Defaulting Party with at least thirty (30) days from the date of the notice to perform such maintenance. If the Defaulting Party fails to commence and complete such maintenance within said thirty (30) day period, the affected Club Owner shall have the right to enter the Lot or Common Area on which the maintenance is requited during reasonable business hours and perform such maintenance. Written notice of the costs incurred by the affected Club Owner in performing

such maintenance and/or repair shall be given to the Defaulting Party who shall have ten (10) days to reimburse the affected Club Owner in full.

8.8. DAMAGE AND DESTRUCTION.

The term "restore" shall mean repairing, rebuilding or reconstructing a damaged Common Area Improvement to substantially the same condition and appearance in which it existed prior to fire or other casualty damage. If fire or other casualty damage extends to any Common Area which is so insured, the Association shall proceed with the filing and adjustment of all claims arising under the existing insurance policies. The insurance proceeds shall be paid to and held by the Association.

8.8.1. Bids. Whenever restoration is to be performed pursuant to this Section 8.8, the Board shall obtain such bids from responsible licensed contractors to restore the damaged Common Area as the Board deems reasonable; and the Board, on behalf of the Association shall contract with the contractor whose bid the Board deems to be the most reasonable.

8.8.2. Sufficient Proceeds. The costs of restoration of the damaged Common Area shall be funded pursuant to the provisions and in the priority established by this subsection 8.8.2. A lower priority procedure shall be utilized only if the aggregate amount of funds then available pursuant to the procedures of higher priority is insufficient to restore the damaged Common Area. The following funds and procedures shall be utilized.

The first priority shall be any insurance proceeds paid to the Association under existing insurance policies.

The second priority shall be all Reserve Account funds designated for the repair or replacement of the capital Improvement(s) which has been damaged.

The third priority shall be funds raised by a Special Assessment against all Owners levied by the Board up to the maximum amount permitted, if any, without the approval of the Members.

The fourth priority shall be any funds raised by a Special Assessment against Owners levied by the Board pursuant to a vote of the Members.

8.8.3. Additional Special Assessment. If the total funds available to restore the damaged Common Area pursuant to the first three priorities described in subsection 8.8.2 is insufficient to restore the damaged Common Area, then a special meeting of the Members shall be called for the purpose of voting whether to impose an additional Special Assessment and deciding upon the amount thereof. The Board shall then contract for the restoration of the damaged Common Area as described above, making use of whatever funds are then available to the Association.

8.9. DAMAGE OR DESTRUCTION TO RESIDENCES AND/OR LOTS.

If all or any portion of a Lot or Residence is damaged by fire or other casualty, the Owner shall immediately perform whatever work is necessary for the Lot to be clean and safe. Thereafter, the Owner shall either (i) restore the damaged Improvements; or (ii) remove all

damaged Improvements, including foundations, and maintain the Lot in a clean and safe condition. Any restoration under (i) must be performed so that the Improvements are in substantially the same condition in which they existed prior to the damage, unless the Owner complies with the provisions of Articles XV. The Owner must commence such work within six (6) months from the date the damage first occurs and must complete the work within one (1) year thereafter.

8.10. CONDEMNATION OF COMMON AREA.

If all or any portion of the Common Area is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of eminent domain, the entire award shall be deposited into a segregated bank account established by the Association until distributed. The Association shall distribute such funds proportionately to all Owners as to their interests at the time of condemnation. The Association shall represent the interests of all Owners.

ARTICLE IX

FUNDS AND ASSESSMENTS

9.1. COVENANTS TO PAY.

Declarant and each Owner covenant and agree to pay to the Association the Assessments and any Additional Charges levied pursuant to this Article IX.

9.1.1. Liability for Payment. The obligation to pay Assessments shall run with the land so that each successive record Owner of a Lot shall in turn become liable to pay all such Assessments. No Owner may waive or otherwise escape personal liability for Assessments or release the Lot owned by the Owner from the liens and charges hereof by non-use of the Common Area, abandonment of the Lot or any other attempt to renounce rights in the Common Area or the facilities or services within The Wilderness Club Resort. Each Assessment shall constitute a separate Assessment and shall also be a separate, distinct and personal obligation of the Owner of the Lot at the time when the Assessment was levied and shall bind each Owner's heirs, devisees, personal representatives and assigns. Any Assessment not paid when due is delinquent. The personal obligation of an Owner for delinquent Assessments shall not pass to a successive Owner unless the personal obligation is expressly assumed by the successive Owner. No such assumption of personal liability by a successor Owner (including a contract purchaser under an installment land contract) shall relieve any Owner from personal liability for delinquent Assessments. After an Owner transfers fee title of record to his or her Lot, the transferring Owner shall not be liable for any charge thereafter levied against the Lot.

9.1.2. Funds Held in Trust. The Assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely for the operation, care and maintenance of The Wilderness Club as provided in this Declaration.

9.1.3. Offsets. No offsets against any Assessment shall be permitted for any reason, including without limitation, any claim that the Association is not properly discharging its duties.

9.2. FUNDING.

Subject to the terms of this Article IX, the Declarant hereby covenants for each Lot owned within the Property, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (i) annual or periodic assessments or charges; and (ii) special assessments for capital improvements to the Common Areas or acquisition of additional Common Areas, such assessments to be established and collected as hereinafter provided. The annual or periodic assessments shall include any reserve assessments necessary to establish and maintain any reserve funds created under Section 9.6. Such assessments will remain effective for the full term and extended term, if applicable, of the within covenants. The annual and special other 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 Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them, in writing.

9.3. ANNUAL ASSESSMENT OR CHARGE FOR LOTS.

Subject to the terms of this Article IX, each Lot is hereby subject to an initial and annual assessment in an amount not to exceed an amount determined by the Board (until such assessment charge shall be modified as provided in the Bylaws of the Association), for the purpose of creating a fund to be designated and known as the "Maintenance Fund" for matters described under Section 9.5, the "Reserve Account" for matters described under Section 9.6, as well as any other funds contemplated under this Declaration, or any other fund called for by this Declaration or a Declaration of Annexation. Charges and assessments for funding such funds will be paid by the Owner or Owners of each such Lot in advance in monthly, quarterly or annual installments, as determined by the Association when developing its annual budgets, commencing as to all Lots upon the recordation of this Declaration. The rate at which each Lot will be assessed, and whether such assessment shall be payable monthly, quarterly or annually, will be determined by the Board at least thirty (30) days in advance of each assessment period. Said rate may be adjusted within the limit permitted by the Bylaws from time to time by the Board as the needs of the Association may, in the judgment of the Board, require. The assessment for each type of Lot shall be uniform except as provided in any Declaration of Annexation; provided, however the assessment for different types of Lots (i.e., condominiums, cabins and single family detached) will not be uniform. The Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment for a particular Lot has been paid for a particular assessment period. No Lot Owner shall have any right to any common profits of the Association.

9.4. DECLARANT RESPONSIBILITY.

So long as there is Class B membership, Declarant hereby covenants and agrees that in the event that the annual Maintenance Fund revenues are insufficient to pay the operating expenses of the Association, it shall provide the funds necessary to make up the deficit, within thirty (30) days of receipt of request for payment thereof from the Association, provided that if the deficit is the result of the failure or refusal of an Owner or Owners to pay their annual maintenance

assessments, the Association shall diligently pursue all available remedies against such defaulting Owners, including the immediate institution of litigation to recover the unpaid assessments; and shall reimburse the Declarant the amounts, if any, so collected.

9.5. PURPOSES OF MAINTENANCE FUND.

The Association shall establish a Maintenance Fund composed of annual maintenance assessments and shall use the proceeds of such fund in providing for normal, recurring maintenance charges for the Common Areas, and the Utilities and Services, for the use and benefit of all members of the Association. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: (i) normal, recurring maintenance of the Common Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for landscaping) and the Improvements to such Common Areas, such as sprinkler systems, provided that the Association shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Areas; (ii) perpetual maintenance, repair, and enhancement for any fences, columns, walls, grounds, landscaping, lights, irrigation systems, and entry monuments; (iii) perpetual maintenance of storm water quality/quantity pond facilities within or which serve the Property; (iv) payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions and conditions affecting the property to which the Maintenance Fund applies; (v) payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; (vi) sewer fees as charged by The Wilderness Club including Common Areas and all Lots; (vii) maintenance, repairs and enhancement of the sewer system; and (viii) all other activities necessary or desirable in the opinion of the Board to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Board in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith. The amount of the Maintenance Fund shall be determined annually in advance for the succeeding year by a budget adopted by the Board in its sole and absolute discretion designed to meet the operational expenses of the Association to carry out these responsibilities and allowing for contingencies as deemed appropriate by the Board, all in accordance with the provisions of Section 9.12, below.

9.6. RESERVE FUNDS.

9.6.1. Reserve Fund for Replacing Common Areas. Declarant shall establish a reserve fund (the "Reserve Account") for replacement, in whole or in part, of the Common Area and any Improvements located in, on, or under the Common Area or elsewhere for which the Association is responsible pursuant to this Declaration, that will normally require replacement in more than three (3) and fewer than thirty (30) years, including exterior painting, if the Common Area includes exterior painted surfaces. The Reserve Account need not include those items that could reasonably be funded from the Maintenance Fund. Assessments for the Reserve Account under this Section shall begin accruing from the date the first Lot assessed is conveyed. Declarant may elect to defer payment of accrued assessments for reserves for a Lot until the date the Lot is conveyed; provided, however, the Declarant may not defer such payment beyond the date of the Turnover Meeting. The book and records of the Association shall reflect the amount owing from the Declarant for all reserve assessments. For purposes of funding the Reserve

Account the Association shall impose an assessment to be called the "Reserve Fund Assessment" against each Lot, which assessment shall be spread equally over the Lots. The Reserve Account shall be kept separate from other funds and may be used only for the purposes for which reserves have been established as specified in this Section. However, after the Turnover Meeting, the Board may borrow funds from the Reserve Account to meet high seasonal demands on the regular operating funds or to meet unexpected increases in expenses. Funds borrowed under this Section must be repaid later from assessments if the Board has adopted a resolution, which may be an annual continuing resolution, authorizing the borrowing of funds. Not later than the adoption of the Budget for the following year, the Board shall adopt by resolution a written payment plan providing for repayment of the borrowed funds within a reasonable period. The Association shall administer the Reserve Account and shall make periodic payments into the account. Following the second year after the Turnover Meeting, future assessments for the Reserve Account may reduce or increased by an affirmative vote of Owners of at least seventy-five percent (75%) of the Lots. Any funds established for any of the purposes mentioned in this Section shall be deemed to be a reserve fund notwithstanding that it may not be so designated by the Board. The amounts to be collected in each year for purposes of funding and adding to the Reserve Fund shall be determined annually in advance for the succeeding year by the Board in its sole and absolute discretion in a manner consistent with the purposes of this Section 9.6 and established from the Reserve Study as provided for below. The amount of the Reserve Account shall constitute an asset of the Association and shall not be refunded or distributed to any Owner. The reserve portion of the initial assessment determined by the Declarant shall be based upon the initial reserve study described in Section 9.6.2 or other sources of reliable information.

9.6.2. Reserve Study.

(a) Prior to conveying the first Lot, the Declarant shall conduct an initial reserve study, which shall comply with the requirements for reserve studies set forth in Section 9.6.2(b) below.

(b) The Board shall annually conduct a reserve study, or review and update an existing study, to determine the Reserve Account requirements and may adjust the amount of payments as indicated by the study or update and provide for other reserve items that the Board, in its discretion, may deem appropriate. The reserve study shall include (i) identification of all items for which reserves are required to be established; (ii) the estimated remaining useful life of each item as of the date of the reserve study; (iii) the estimated cost of maintenance, repair, or replacement of each item at the end of its useful life; and (iv) a thirty (30) year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on the Reserve Account, to meet the maintenance, repair, and replacement schedule.

9.7. NON-PAYMENT OF ASSESSMENTS/REMEDIES OF THE ASSOCIATION.

Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the highest rate of interest allowed by Montana law at the time of the non-payment. The Association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions and the Association may bring an action at law against the Owner personally obligated to pay the same. No Owner may waive or otherwise escape liability for the

assessments provided for herein by non-use of the Common Area or abandonment of Owner's Lot and/or Unit.

9.8. LIEN TO SECURE PAYMENT.

To secure the payment of the maintenance charge and assessment established hereby and to be levied on individual Lots as provided in this Article IX, there is hereby reserved a lien for the benefit of the Association on each Lot, said lien to be enforceable through appropriate proceedings at law or in equity by such beneficiary; provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, the Association shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action. Such notice, which shall be sent to the nearest office of such first mortgage lien holder by prepaid U.S. registered mail, is to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lien holder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments that became due before such sale or transfer. No sale, foreclosure or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall have the right to file notices of liens in favor of such Association in the real property records of the County.

9.9. ADDITIONAL ASSESSMENTS.

In addition to the periodic assessments described in this Article IX, the Association shall have the authority to assess an Owner for costs and expenses incurred by the Association for corrective action which is required as a result of the willful or negligent actions or omissions of such Owner or such Owner's family members, tenants, guests, contractors or Invitees. Each such additional assessment, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land, a continuing lien upon the Lot, and the personal obligation of the Owner in the manner described in Sections 9.2, 9.7 and 9.8 for annual and special assessments.

9.10. REALLOCATION UPON ANNEXATION OF PROPERTY.

When additional property is annexed to the Property, the Association shall, within sixty (60) days after the annexation, recompute the budget based upon the additional Lots and Common Areas and Common Areas and recompute all applicable assessments for each Lot. New Lots shall be subject to assessment from the time of annexation of such Lots to the Property. The Association shall send notice of any applicable assessment to the Owners of new Lots not later than sixty (60) days after the annexation or with the next occurring annual assessment, whichever is sooner. Assessments shall be due and payable on or before a date set forth in the notice which shall be not less than thirty (30) days after the date the notice is mailed or at such other time or times as the Association may specify in the notice in accordance with this Declaration or the Bylaws. If Additional Property is annexed to the planned community of The Wilderness Club during the Association's fiscal year, the Association shall send notice of and shall collect adjustments to assessments for Lots which were within the Property prior to the annexation. Notice of the adjustment in the assessments shall be sent to such Owners not later than sixty (60) days after the annexation or with the next occurring annual assessment,

whichever is sooner. To the extent that any adjustment results in a credit with respect to assessments payable by an Owner, such credit shall be applied toward the next occurring payment or payments of the applicable assessment.

9.11. REIMBURSEMENT ASSESSMENTS.

The Association shall levy a Reimbursement Assessment against any Owner and the Owner's Lot to reimburse the Association for the costs of repairing damage caused by an Owner or an Owner's Invitee or if a failure to comply with the Project Documents has (i) necessitated an expenditure of monies, including attorneys' fees, by the Association to bring the Owner or the Owner's Lot into compliance; or (ii) resulted in the imposition of a fine or penalty. A Reimbursement Assessment shall be due and payable to the Association when levied. A Reimbursement Assessment shall not be levied by the Association until Notice and Hearing has been given in accordance with the Bylaws. Notwithstanding any other provision in the Project Documents expressed or implied to the contrary, Reimbursement Assessments are assessments under this Article IX, but they may not be enforced by any lien rights provided in this Declaration.

9.12. BUDGET, FINANCIAL STATEMENTS, REPORTS AND STUDIES.

9.12.1. Preparation of Operating Budget. Regardless of the number of Members or the amount of assets of the Association, each year the Board shall prepare and approve one or more pro forma operating Budgets.

(a) Budget. A Budget shall be prepared for the Association ("Budget") which shall include all costs and reserves for the maintenance and operating expenses of the Association ("Budget Costs").

(b) All Budgets. The Budget shall also include all of the following, unless they are not applicable:

estimated revenue and expenses on an accrual basis;

a statement as to whether the Board has determined or anticipates that the levy of one or more Special Assessments will be required to repair, replace, or restore any major component or to provide adequate reserves therefor;

a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the future repair, replacement or additions to those major components that the Association is obligated to maintain; and

a summary of the Association's reserves. The summary of the Association's reserves shall not be admissible in evidence to show improper financial management of the Association; provided that other relevant and competent evidence of the financial condition of the Association is not made admissible by this provision. The summary of the Association's reserves shall be printed in bold type and shall include all of the following:

the current estimated replacement cost, estimated remaining life, and estimated useful life of each major component; and

if applicable, as of the end of the fiscal year for which the study is prepared:

the current estimate of the amount of cash reserves necessary to repair, replace, restore or maintain the major components; and

the current amount of accumulated cash reserves actually set aside to repair, replace, restore, or maintain major components; and

9.12.2. Distribution of Budget. The Budget shall be made available to each Member. Not less than forty-five (45) and not more than sixty (60) days prior to the beginning of the fiscal, year, the Board shall distribute either a copy or a summary of the Budget to all Owners. If a summary of the Budget is distributed, a written notice must accompany it. The written notice shall state that the Budget is available at the Association's office (or at another suitable location within the Project) and that copies will be provided upon request and at the expense of the Association. If a Member requests a copy of the Budget, the Board shall provide a copy to the Member by first class United States mail within five (5) days after the Association's receipt of the request.

9.12.3. Annual Report. Within one hundred twenty (120) days after the close of each fiscal year, the Board shall cause to be distributed to each Member an annual report consisting of the following: (i) a balance sheet as of the end of the fiscal year; (ii) an operating (income) statement for the fiscal year; (iii) a statement of changes in financial position for the fiscal year; and (iv) any other information required to be reported by applicable law. If the report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association stating that the statements were prepared without independent audit or review from the books and records of the Association.

9.12.4. Quarterly Reconciliation. At least quarterly, the Board shall: (i) cause a current reconciliation of the Association's operating account(s) to be made and review the same; (ii) cause a current reconciliation of the Association's Reserve Account to be made and review the same; (iii) review the current year's actual reserve revenues and expenses compared to the current year's Budget; (iv) review the most current account statements prepared by the financial institution where the Association has its Operation and Reserve Accounts; and (v) review an income and expense statement for the Association's Operation and Reserve Accounts.

9.12.5. Notice of Increased Assessments. The Board shall provide notice by first class, United States mail to the Owners of any increase in Regular Assessments or Special Assessments not less than thirty (30) and not more than sixty (60) days prior to the increased Assessment becoming due.

9.12.6. Statement of Outstanding Charges. Within ten (10) days of a written request by an Owner, the Association shall provide to the Owner a written statement which sets forth the amounts of delinquent Assessments, penalties, attorneys' fees and other charges against that Owner's Lot. A charge for the statement may be made by the Association, not to exceed the reasonable costs of preparation and reproduction of the statement.

9.12.7. Initial Six Month Statement. The Board shall prepare a balance sheet and an operating statement for the period ending on the last day of the sixth (6th) month from the date Regular Assessments were initially levied and distribute them to each Member within sixty (60) days after that date. The operating statement shall include a schedule of Assessments received and receivable, identified by the Lot number and the name of the Member(s) assessed.

9.12.8. Schedule of Monetary Penalties. If the Board adopts a policy imposing any monetary penalty on or charging any fee to any Member for a violation of the Project Documents by that Member or his or her Invitee, the Board shall adopt a schedule of the monetary penalties that may be assessed for those violations. The penalties must be consistent with the Project Documents. A copy of the schedule shall be personally delivered or mailed by first-class, United States mail, postage prepaid, to each Member by the Board. Each time the schedule is modified, the Board shall again deliver a copy to each Member, either personally or by first-class, United States mail, postage prepaid.

9.13. ENFORCEMENT OF ASSESSMENTS.

The Board shall annually distribute, not more than sixty (60) and not less than forty-five (45) days prior to the beginning of the fiscal year, a statement of the Association's policies and practices in enforcing its remedies against Owners for defaults in the payment of Regular and Special Assessments, including the recording and foreclosing of liens against Owners' Lots. In addition to all other remedies provided by law, the Association, or its authorized representative, may enforce the obligations of the Owners to pay each Assessment provided for in this Declaration in any manner provided by law or by either or both of the following procedures:

9.13.1. By Suit. The Association may commence and maintain a suit at law against any Owner personally obligated to pay a delinquent Assessment. The suit shall be maintained in the name of the Association. Any judgment rendered in any action shall include the amount of the delinquency, Additional Charges and any other amounts as the court may award. A proceeding to recover a judgment for unpaid Assessments may be maintained without the necessity of foreclosing or waiving the lien established herein.

9.13.2. By Lien. The Association or a trustee nominated by the Association may commence and maintain proceedings to establish and/or foreclose Assessment liens as provided in Section 9.8 above.

9.13.3. Additional Charges. In addition to any other amounts due or any other relief or remedy obtained against an Owner who is delinquent in the payment of any Assessments, each Owner agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Association may incur or levy in the process of collecting from that Owner monies due and delinquent. All Additional Charges shall be included in any judgment in any suit or action brought to enforce collection of delinquent assessments or may be levied against a Lot as a Reimbursement Assessment. Additional Charges shall include, but not be limited to, the following:

(a) Attorneys' Fees. Reasonable attorneys' fees and costs incurred in the event an attorney is employed to collect any Assessment or sum due, whether by suit or otherwise;

(b) Late Charges. A late charge in an amount to be fixed by the Board in accordance with the current laws to compensate the Association for additional collection costs incurred in the event any assessment or other sum is not paid when due or within any grace period established by law;

(c) Costs of Suit. Costs of suit and court costs incurred as are allowed by the court;

(d) Interest. Interest on the delinquent Assessment and Additional Charges at a rate fixed by the Board in accordance with the then current laws of State of Montana; and

(e) Other. Any such other additional costs that the Association may incur in the process of collecting delinquent Assessments or sums.

9.13.4. Certificate of Satisfaction of Lien. Upon payment or other satisfaction of a delinquent Assessment for which a notice of intent to foreclose was recorded, the Association shall record a certificate stating the satisfaction and release of the Assessment lien.

9.14. COMMON PROFITS.

No Lot Owner shall have any right to any common profits of the Association.

ARTICLE X

CABIN UNITS AND CABIN UNIT PROGRAM

10.1. ESTABLISHMENT OF CABIN UNITS TO BE OPERATED UNDER A CABIN UNIT PROGRAM.

The Declarant is establishing a program (the "Cabin Unit Program") for the use, operation and maintenance of Lots improved with a Cabin Unit and submitted to the Cabin Unit Program by this Article X of the Declaration. The Cabin Units shall be subject to the same covenants and conditions imposed upon other Lots in the Project, but shall be operated, maintained, used, occupied and assessed subject to these additional provisions.

10.2. DESIGNATION OF CABIN UNITS.

Lots upon which there will be Cabin Units, and subject to the Cabin Unit Program established hereunder, are designated as Cabin Unit Lots on Exhibit C-4 to this Declaration. Such designation may be amended from time to time by the Declarant, in its sole and absolute discretion until such time as the lot is sold to a third party as a Cabin Unit Lot. Additional Cabin Unit designations may be made by the Declarant in it sole and absolute discretion by either an amendment to this Declaration or by virtue of a designation as such in a deed of conveyance to a third party purchaser.

10.3. ADDITIONAL CABIN UNIT PROGRAM BUDGET AND CABIN UNIT ASSESSMENT.

The Association shall establish on an annual basis a separate budget for purposes of providing the additional services contemplated for the Cabin Unit Program (the "Cabin Unit

Program Budget") which costs shall be allocated equally amongst all Owners of Cabin Units pursuant to an additional assessment (the "Cabin Unit Assessment") which shall be collected from the Owners of Cabin Units in the manner established by the Association and in accordance with the assessment provisions set forth in Article IX, above. The Cabin Unit Program Budget shall provide for the following additional services that shall be applicable to the Cabin Units:

10.3.1. Landscaping. In order to maintain the uniform appearance and aesthetics of the exterior of the Cabin Units, the Association shall maintain, remove, replace and care for all landscaping and lawns and pathways located on the Cabin Units, including the irrigation of the lawns, and snow removal from the Lot line to the Cabin Unit entrance (the "Cabin Unit Landscaping Services"). Such Cabin Unit Landscaping Services shall be provided by the Association in the areas of the Cabin Units that are not improved by structures, patios, porches, and driveways (the "Cabin Unit Landscaped Areas") in such manner and frequency as determined by the Association to be in accordance with generally accepted practices for residential dwellings in the Project. In addition, no Cabin Unit Owner shall allow or permit the installation, removal or replacement of any plant or landscaping materials within the Cabin Unit Landscaped Areas of his/her Cabin Unit without the prior written consent of the Declarant, or its third-party designee, and no Cabin Unit Owner shall allow or permit activities that damage or destroy the plants, landscaping materials or irrigation systems within the Cabin Unit Landscaped Areas of his/her Cabin Unit without the prior written consent of the Declarant. The Declarant may assign such supervisory rights to the Association in its sole and absolute discretion and may revoke such assignment at any time so long as the Declarant owns any property in the Project or is the Club Owner.

10.3.2. Design Guidelines Do Not Apply. As long as the Cabin Unit Program remains in effect, Cabin Units shall be subject only to design guidelines established from time to time by the Declarant. However, if the Declarant, or its designated successor or assigns, no longer owns any Lots in the Estates at Wilderness, nor owns the Wilderness Club Golf Club or any further Development Property, nor operates a rental program associated with the Cabin Units, the Design Guidelines shall apply to any subsequent modification of Cabin Units, but only if and then.

10.3.3. Exterior Maintenance. In order to maintain the uniform appearance and aesthetics of the exterior of the Cabin Units, the Association shall provide general maintenance, and upkeep of the exterior of the Cabin Units ("Cabin Unit Exterior Maintenance Service"). By way of example, this shall include aesthetic maintenance associated with touchups and minor repairs to the exterior of the Cabin Units. Such Cabin Unit Exterior Maintenance Service shall be provided by the Association in such manner and frequency as determined by the Association to be in accordance with generally accepted practices for residential dwellings in the Project.

10.3.4. Cabin Unit Special Assessment and Cabin Unit Reserve. Neither the Declarant, nor the Association shall be responsible for any major repairs to the Cabin Units. Major repairs to Cabin Units include, but are not limited to, general staining, roof repairs and stonework repairs ("Cabin Unit Major Repairs"). Cabin Unit Major Repairs will be paid for through a Cabin Unit special assessment ("Cabin Unit Special Assessment") that may be assessed from time to time by the Board of the Association. In addition, the Association may establish a reserve fund in order to properly provide for funding and completion of Cabin Unit Major Repairs. So long as the Declarant owns any property in The Wilderness Club or is the

Club Owner, the Declarant may require the Board of the Association to provide for any such Cabin Unit Major Repairs necessary to maintain the Cabin Units in their intended condition.

10.3.5. Other Services for Cabin Units. Other services may be provided to Cabin Units, as shall be determined from time to time to be in the best interest of the Cabin Units from time to time by the Board of the Association based upon input from the Cabin Unit Program Owners' Representatives as described below.

10.4. CABIN UNIT PROGRAM OWNERS' REPRESENTATIVES.

The Owners of the Cabin Units shall select two (2) representatives to interface with the Board for purposes of determining the additional services beyond the minimum services contemplated by Section 10.3, if any, to be provided for the Cabin Unit Program applicable to the Cabin Units. The Cabin Unit Program Owners' Representatives shall be Owners of Cabin Units. The selection shall be made by a vote of the Owners of the Cabin Units, including the Declarant, by simple majority. The initial Cabin Unit Program Owners' Representatives shall be selected by the Declarant and shall serve for a term of three (3) years. Thereafter, the Cabin Unit Program Owners' Representatives shall be elected by the Owners of the Cabin Units for new three (3) year terms. The Cabin Unit Program Owners' Representatives shall serve in an advisory capacity only to represent the collective thoughts of the Owners of the Cabin Units on how the Cabin Unit Program shall operate. The Board shall entertain the suggestions of the Cabin Unit Program Owners' Representatives in establishing the annual budget for the annual Cabin Unit Program Budget and shall work with the Cabin Unit Program Owners' Representatives in good faith in maintaining and continuing the Cabin Unit Program; however, the Board shall have the absolute final discretion in determining what services are provided, which decision shall be final.

10.5. CABIN UNIT PROGRAM RENTAL PROGRAM.

The Declarant, or any third party designee of the Declarant, reserves the right to establish a rental program in the future for the express purpose of renting Cabin Units to the public pursuant to the rules established by the Declarant, or a third party designee. Such program will be governed in accordance with the contracts between the rental program operator and any Owner of a Cabin Unit.

ARTICLE XI

MEMBERSHIP IN AND DUTIES OF THE ASSOCIATION

11.1. THE ORGANIZATION.

The Association shall be organized as a nonprofit mutual benefit corporation. Its affairs shall be governed by and it shall have the powers set forth in the Project Documents.

11.2. MEMBERSHIP.

Each Owner (including Declarant for so long as Declarant is an Owner), by virtue of being an Owner, shall be a Member of the Association. No other person shall be accepted as a Member.

11.2.1. Appurtenant to Ownership. Association membership is appurtenant to and may not be separated from the ownership of a Lot. Membership shall terminate upon termination of Lot ownership. Ownership of a Lot shall be the sole qualification for Association membership. Membership shall not be transferred, pledged or alienated in any way except upon transfer of title to the Owner's Lot (and then only to the transferee of title to such Lot). Any attempt to make a prohibited transfer is void; membership shall not be related to the use or non-use of the Common Area and may not be renounced. The rights, duties, privileges and obligations of all Members shall be as provided in the Project Documents.

11.2.2. Annexation. Upon the commencement of Regular Assessments in a subsequent Phase, the Owners of the Lots described in the Declaration of Annexation for that Phase shall become Members.

11.3. VOTING.

Any action required by law or by the Project Documents to be approved by the Owners, the Members or each class of Members shall be approved, if at all, in accordance with the procedures set forth in the Bylaws. Upon annexation, Owners of Lots within such annexed property shall have the same voting rights of all other Owners as described in Article V.

11.4. RULES.

The Board may propose, adopt, amend and repeal Rules appropriate for the management of the Estates at Wilderness, which are consistent with the Project Documents. The Rules may also govern the use of the Common Area by Members or their Invitees. After adoption, a copy of the Rules shall be furnished to each Member. Members shall be responsible for distributing the Rules to their tenants.

11.5. DEDICATION AND EASEMENTS.

Subject to any applicable provision in the Bylaws, the Board shall have the power to (i) dedicate any of the Common Area to an appropriate public authority for public use; or (ii) grant and convey easements and licenses for use and rights of way, on, over and under any Common Area.

11.6. INSURANCE.

The Board shall make every reasonable effort to obtain and maintain the insurance policies as provided in this Section. If the Board is unable to purchase a policy or if the Board believes that the cost of the policy is unreasonable, the Board shall call a special meeting of Members to determine what action to take. The Board shall comply with any resolution concerning insurance coverage adopted at such a meeting.

11.7.1. General Provisions and Limitations. All insurance policies shall be subject to and, where applicable, shall contain the following provisions and limitations:

(a) Underwriter. All policies shall be written with a company legally qualified to do business in the State of Montana and (i) holding no less than a financial performance index of "6" as established by Best's Insurance Reports; (ii) reinsured by a company described in (i) above; or (iii) if such a company is not available, the best rating possible or its equivalent.

(b) Named Insured. Unless otherwise provided in this Section 11.6, the named insured shall be the Association or its authorized representative, as a trustee for the Members. However, all policies shall be for the benefit of Owners and their Mortgagees, as their interests may appear.

(c) Authority to Negotiate. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, that no Mortgagee having an interest in such losses may be prohibited from participating in any settlement negotiations related thereto.

(d) Contribution. In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by Owners or their Mortgagees.

(e) General Provisions. To the extent possible, the Board shall make every reasonable effort to secure insurance policies providing for the following:

a waiver of subrogation by the insurer as to any claims against the Board; the manager of the Estates at Wilderness, if any; the Owners and their respective servants, agents and guests;

that the policy will be primary, even if an Owner has other insurance which covers the same loss;

that no policy may be canceled or substantially modified without at least ten (10) days prior written notice to the Association and to each First Mortgagee listed as a scheduled holder;

an agreed amount endorsement; and

an inflation guard endorsement.

(f) Term. The period of each policy shall not exceed three (3) years. Any policy for a term greater than one (1) year must permit short rate cancellation by the insured.

(g) Deductible. The policy may contain a reasonable deductible and the amount of the deductible shall be added to the face amount of the policy in determining whether the insurance equals replacement cost.

11.7.2. Types of Coverage. Unless the Association determines otherwise pursuant to Section 11.6.3, the Board shall obtain at least the following insurance policies in the amounts specified:

(a) Property Insurance. A policy or policies of all risk property insurance for all insurable Common Area Improvements, including fixtures and building service equipment, against loss or damage by fire or other casualty, in an amount equal to one hundred percent (100%) of the current full replacement cost (without respect to depreciation) of the Common Area, and exclusive of land, foundations, excavation and other items normally excluded from coverage; provided, however, that such insurance is available at reasonable cost. A replacement cost endorsement shall be part of the policy.

(b) Liability Insurance. A combined single limit policy of public liability insurance in an amount not less than Five Million Dollars ($5,000,000.00)

(comprised of a primary policy of at least One Million Dollars ($1,000,000) and an umbrella policy for the remaining amount) covering the Common Area and all damage or injury caused by the negligence of the Association, the Board or any of its agents or the Members against any liability to the public or to any Member incident to the use of or resulting from any accident or intentional or unintentional act of an Owner or a third party occurring in or about any Common Area. If available, each policy shall contain a cross liability endorsement in which the rights of the named insured shall not be prejudiced with respect to any action by one named insured against another named insured. The Board shall have the right to increase such amounts from time to time in its reasonable discretion without the approval of the Owners.

(c) Worker's Compensation. Worker's compensation insurance to the extent necessary to comply with all applicable laws of the State of Montana or the regulations of any governmental body or authority having jurisdiction over the Estates at Wilderness

(d) Fidelity Bond. A fidelity bond naming the Board, the Members, the Association and such other persons as the Board may designate as obligees, in an amount equal to at least one fourth (¼) of the total sum budgeted for the current operation account and Reserve Account for the current fiscal year. The fidelity bond shall contain a waiver of any defense based on the exclusion of persons serving without compensation.

(e) Directors and Officers. Errors and omissions insurance covering directors and officers, if reasonably available, in types and amounts as the Board determines to be appropriate.

(f) Other Insurance. Other types of insurance as the Board determines to be necessary to fully protect the interests of the Members.

11.7.3. Annual Review. The Board shall review the adequacy of all insurance, including the amount of liability coverage and the amount of property damage coverage, at least once every year. At least once every three (3) years, the review shall include a replacement cost appraisal of all insurable Common Area Improvements and Residences without respect to depreciation. The Board shall adjust the policies to provide the amounts and types of coverage and protection that are customarily carried by prudent owners of similar properties in the area in which the Estates at Wilderness is situated. Such adjustment shall not require amendment of this Declaration.

11.7.4. Insurance by Member. Each Member shall obtain insurance coverage which the Member considers necessary or desirable to protect himself or herself, his or her Lot, his Residence and his or her personal property at the Owner's own expense; provided, however, that no Owner shall be entitled to exercise his or her right to maintain insurance coverage in a manner so as to decrease the amount which the Association, on behalf of all Owners and their Mortgagees, may realize under any insurance policy which the Association may have in effect at any time.

ARTICLE XII

DEVELOPMENT RIGHTS

12.1. LIMITATIONS OF RESTRICTIONS.

Declarant is undertaking the work of developing Lots and other Improvements within the Estates at Wilderness and The Wilderness Club in general. The completion of the development and the marketing, sale, lease, rental and/or other disposition of the Lots is essential to the establishment and welfare of the Property and the Additional Property as a residential community. In order that the work may be completed and the Estates at Wilderness be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be interpreted to deny Declarant or any Builder the rights set forth in this Article XII with respect to any portion of the Estates at Wilderness owned by Declarant or any Builder respectively.

12.2. RIGHT OF ACCESS AND COMPETITION OF CONSTRUCTIONS.

Until the fifteenth (15th) anniversary of the expiration of the Annexation Period, Declarant, its contractors and subcontractors and any Builder and its contractors and subcontractors shall have the right to: (i) obtain reasonable access over and across the Common Area of the Estates at Wilderness and/or do within any Lot owned by it whatever is reasonably necessary or advisable in connection with the completion of the Project; and (ii) erect, construct and maintain on the Common Area of the Estates at Wilderness and/or within any Lot owned by it such structures as may be reasonably necessary for the conduct of its business to complete the work, establish the Project as a resort, spa and residential community, including all businesses established by Declarant and dispose of the Project in parcels by sale, lease, rental or otherwise.

12.3. SIZE AND APPEARANCE OF ESTATES AT WILDERNESS.

Declarant shall not be prevented from increasing or decreasing the number or size of Lots that may be annexed to the Estates at Wilderness; changing the exterior appearance of any Improvement; building different project types on similarly situated Lots; adding, altering, removing or reconstructing any improvement located on any property owned by Declarant; adding, realigning or eliminating any proposed street or road; or altering any other matter directly or indirectly connected with The Wilderness Club in any manner deemed desirable by Declarant, if Declarant obtains all governmental consents required by law. Declarant may construct and/or annex any Improvements to The Wilderness Club at any time prior to the fifteenth (15th) anniversary of the expiration of the Annexation Period.

12.4. ALTERATIONS TO PLAT.

At any time within three (3) years from the date that the first Lot in a Phase is conveyed to an Owner other than Declarant or a Builder, the boundaries of any Lot or Common Area in that Phase may be altered by a lot line adjustment or other change reflected on a subsequently recorded record of surveyor subdivision plat, provided that the altered boundaries are approved by Declarant and all Owners of the Property involved in the boundary adjustment (or the Board, with respect to property owned by the Association). Any such alteration shall be effective upon recordation of the Record of Survey, subdivision plat or comparable document and, upon such recordation, the boundaries of the altered Lot or Common Area shall be altered for purposes of

this Declaration to conform to the boundaries as shown on the Record of Survey, subdivision plat or comparable document.

12.5. MARKETING RIGHTS.

Declarant and to the extent approved in its sole discretion by Declarant, each Builder, shall have the right to: (i) maintain model homes, sales, leasing and/or rental offices, storage areas and related facilities in any unsold Lots or Common Area within The Wilderness Club as are necessary or reasonable, in the opinion of Declarant, for the sale, lease, rental or other disposition of the Lots; (ii) make reasonable use of the Common Area and facilities for the sale, lease, rental or other disposition of Lots; and (iii) conduct its business of disposing of Lots by sale, lease, rental or otherwise. The Declarant or its designee shall have the right to place temporary signs upon the Common Area (including the entrances to The Wilderness Club Resort) relative to the development and sale of its property within and adjacent to the Project. Declarant or its designee may erect such signs and shall maintain them in a first class condition. Upon substantial completion of the sale of the residential Lots in the Estates at Wilderness in The Wilderness Club, the Declarant or its designee shall remove any temporary sign and should it desire permanent signage at the entrance to The Wilderness Club, such signage shall be in conformance with the architecture and design of The Wilderness Club. The Declarant or its designee, in its sole discretion, may use any advertising materials, and public relations efforts reasonably necessary in connection with the sale and marketing of its property and/or businesses, including the sale and marketing of any property within The Wilderness Club.

12.6. TITLE RIGHTS.

This Declaration shall not be construed to constitute a limitation on Declarant's title rights to any property adjacent to the Estates at Wilderness and owned by Declarant prior to its annexation, nor shall it impose any obligation on Declarant or any other person or entity to improve, develop or annex any property not a part of The Wilderness Club. This Declaration shall not be construed to limit the right of Declarant at any time prior to such an annexation to establish additional licenses, easements, reservations, restrictions and rights-of-way for itself, the Association, utility companies or others as reasonably necessary for the proper development and disposition of property owned by Declarant.

12.7. AMENDMENT.

Until the date that is the tenth (10th) anniversary of the expiration of the Annexation Period, the provisions of this Article may not be amended without the written consent of Declarant.

ARTICLE XIII

RIGHTS OF MORTGAGEES

13.1. CONFLICT.

Notwithstanding any contrary provision contained elsewhere in, the Project Documents, the provisions of this Article shall control with respect to the rights and obligations of Institutional Mortgagees specified herein.

13.2. LIABILITY FOR UNPAID ASSESSMENTS.

Any Institutional Mortgagees who obtains title to a Lot pursuant to the remedies provided in the First Mortgage (except upon a voluntary conveyance to the Institutional Mortgagee) or by foreclosure of the First Mortgage shall take the property free of any claims for unpaid assessments or charges against the Lot which accrue prior to the acquisition of title to the Lot by the Institutional Mortgagee.

13.3. NOTICES TO ELIGIBLE HOLDERS.

The Association shall give timely written notice of each of the following events to each Eligible Holder:

13.3.1. Loss. Any condemnation loss or casualty loss which affects either a material portion of the Estates at Wilderness the Lot on which the Eligible Holder holds a First Mortgage;

13.3.2. Delinquency. Any delinquency in the payment of assessments or charges owed by the Owner of a Lot which is subject to a First Mortgage held by the Eligible Holder if the delinquency is not cured within sixty (60) days after its due date;

13.3.3. Insurance. Any lapse, cancellation or material modification of any insurance policy maintained by the Association;

13.3.4. Material Changes. Any proposal to take any action specified in this Article or in Section 9.1.2; or

13.3.5. Default. Any default by an owner-mortgagor of a Lot in the performance of the Owner's obligations under this Declaration or the Bylaws which is not cured within sixty (60) days.

13.4. INSPECTION OF BOOKS AND RECORDS.

Upon request, any Owner, First Mortgagee or Institutional Mortgagee shall be entitled, at its own expense, to inspect and copy the books, records and financial statements of the Association, the Project Documents and any amendments thereto during normal business hours.

13.5. VOTING RIGHTS OF MORTGAGEES.

For purposes of this Section 13.5, a Mortgagee shall be entitled to one (1) vote for each Lot encumbered by a First Mortgage owned by that Mortgagee.

13.5.1. Institutional Mortgagee Protection. Unless sixty-seven (67%) of the Institutional Mortgagees or sixty-seven percent (67%) of the Owners other than Declarant have given their prior written approval, the Association shall not be entitled to:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any property or Improvements owned, directly or indirectly, by the Association for the benefit of the Lots and the Owners. The granting of easements for public utilities or for other public purposes consistent with the intended use of the property by the Association and Owners shall not be deemed a transfer within the meaning of this subsection 13.5.1(a);

(b) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to architectural design or exterior appearance of Lots, the exterior maintenance of Lots, the maintenance of party walls, party fences or other Improvements which serve more than one Lot, or the upkeep of lawns, plantings or other landscaping in the Estates at Wilderness;

(c) fail to maintain fire and extended coverage insurance on insurable portions of the Common Area as required by Sections 11.6.2(a) and 11.6.3 above; or

(d) use hazard insurance proceeds for losses to any property or Improvements owned by the Association other than for the repair, replacement or reconstruction of the property and Improvements.

13.5.2. Termination of The Wilderness Club. Any election to terminate the legal status of The Wilderness Club as a Planned Community Development shall require that the same be permissible under applicable law and:

(a) the approval of sixty-seven percent (67%) of the Institutional Mortgagees and the approval of seventy-five percent (75%) of the total eligible votes of the Association, if the decision to terminate the legal status is a result of substantial destruction or a substantial taking in condemnation of the property within The Wilderness Club; or

(b) the approval of seventy-five percent (75%) of the Members eligible to vote and sixty-seven percent (67%) of the Eligible Holders, if subsection 13.5.2(a) above is not applicable.

13.6. PAYMENT OF TAXES AND INSURANCE.

Institutional Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may have become a charge against any Common Area or Improvements thereon and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Area. Institutional Mortgagees making such payments shall be owed immediate reimbursement for such expenditures from the Association and, on demand, the Association shall execute an agreement in favor of all Institutional Mortgagees reflecting entitlement to reimbursement.

13.7. MORTGAGE PROTECTION.

A breach of any of the conditions or the enforcement of any lien provisions contained in this Declaration shall not defeat or render invalid the lien of any First Mortgage made in good faith and for value as to any Lot in the Estates at Wilderness within The Wilderness Club, but all of the covenants, conditions and restrictions contained in this Declaration shall be binding upon and effective against any Owner of a Lot if the Lot is acquired by foreclosure, trustees sale or otherwise.

ARTICLE XIV

AMENDMENT AND ENFORCEMENT

14.1. AMENDMENTS.

The Project Documents may be amended in accordance with the following provisions:

14.1.1. Mortgagee Requirements. With respect to any action to be taken under this Section 14, which is also governed by provisions of Article XIII that expressly require the approval of the Members and/or Mortgagees, the requirements of Article XIII must be satisfied in addition to the requirement of this Section 14.1.

14.1.2. Voting Requirements. The approval of Owners holding seventy-five percent (75%) of the eligible votes and the approval of fifty-one percent (51%) of the Eligible Holders, based on one (1) vote for each Lot encumbered by a First Mortgage owned by the Eligible Holder, shall be required to amend any provision of this Declaration unless some greater percentage is specified. The Bylaws may be amended as stated therein. Any amendment or addition to the Declaration or Bylaws shall not be considered material and need not be approved by Eligible Holders if the amendment or addition is solely for the purposes of correcting technical errors or for clarification. Any Eligible Holder who receives a written request to approve an addition or amendment and who does not deliver or have its response postmarked within thirty (30) days of the date contained within the written request shall be deemed to approve the addition or amendment. All notices or other communications made pursuant hereto shall be in writing and shall be deemed properly delivered, given or served when (i) personally delivered against receipted copy; or (ii) mailed by certified or registered mail postage prepaid, return receipt requested, in either case (i) or (ii) to the parties at their last known address.

14.1.3. Other Approvals. No amendment which materially alters or changes any rights or easements granted to the Club Owner in this Declaration shall be valid without the written consent of the affected Club Owner(s). No amendment shall be valid if the County determines that the same is inconsistent with the conditions imposed on the development of the Project by the County. The provisions relating to the Wilderness Club Golf Club Property cannot be amended without the written consent of the affected Club Owner(s).

14.1.4. Recordation of Amendment. Any amendment to this Declaration shall be effective upon the recordation in the Official Records of the County of an instrument executed by the President and Secretary of the Association which sets forth the terms of the amendment and a statement which certifies that the required percentage of Members have approved the amendment.

14.1.5. Rights of Declarant/Affected Lot Owners. In no event shall an amendment to this Declaration create, limit or diminish Declarant's special rights without Declarant's written consent or change the boundaries of any Lot or any use to which any Lot is restricted unless the Owners of the affected Lots unanimously consent to the amendment.

14.2. ENFORCEMENT.

14.2.1. Rights to Enforce. The Association, Declarant, and/or any Owner shall have the power to enforce the provisions of the Project Documents in any manner provided by law or in equity and in any manner provided in this Declaration. The Association may institute appropriate legal action, temporarily suspend an Owner's use of the recreation facilities or an Owner's voting rights and/or levy a fine against an Owner in a standard amount to be determined by the Board from time to time. No determination of whether a violation has occurred shall be made until Notice and Hearing has been provided to the Owner pursuant to the Bylaws. If legal action is instituted by the Association, any judgment rendered shall include all appropriate Additional Charges. Notwithstanding anything to the contrary contained in this Declaration, the Association shall not have the power to cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of the owner's individually owned Lot, including access thereto over and across the Common Area, due to the Owner's failure to comply with the provisions of the Project Documents, unless the loss or forfeiture is the result of the judgment of a court, an arbitration decision, a foreclosure proceeding or a sale conducted pursuant to this Declaration. The provisions of this Declaration shall be equitable servitudes, enforceable by any Owner and/or the Association against the Association and/or any other Owner, tenant or occupant of the Estates at Wilderness except as otherwise provided, Declarant, the Association or any Owner(s) shall have the right to enforce, in any manner permitted by law or in equity, any and all of the provisions of the Project Documents, including any decision made by the Association upon the Owners, the Association or upon any property in the Estates at Wilderness.

14.2.2. Violation of Law. The Association may treat any Owner's violation of any state, municipal or local law, ordinance or regulation, which creates a nuisance to the other Owners in the Estates at Wilderness or to the Association, in the same manner as a violation of the Project Documents by making such violation subject to any or all of the enforcement procedures set forth in this Declaration, as long as the Association complies with the Notice and Hearing requirements.

14.2.3. Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

14.2.4. Nonwaiver. The failure to enforce the provisions of any covenant, condition or restriction contained in this Declaration shall not constitute a waiver of any right to enforce any such provisions or any other provisions of this Declaration.

14.3. RIGHTS OF COUNTY.

In consideration of the approval by the County of The Wilderness Club, Declarant hereby covenants and agrees, and each Owner of a Lot by the acceptance of any deed thereto, for itself and its heirs, executors, administrators, successor(s)-in-interest and assigns, covenants and agrees as follows:

14.3.1. Failure to Maintain Common Areas.

(a) If the Association fails to maintain the Common Area so that Owners, lessees, and their guests suffer, or will suffer substantial diminution in the enjoyment, use or property value of their Property, thereby impairing the health, safety

and welfare of the residents in the Estate of Wilderness, the County, by and through its duly authorized officer and employees, shall have the right to enter upon The Wilderness Club and to commence and complete such work as is necessary to maintain the Common Area. The County shall enter and repair only if, after giving the Association written notice of the Association's failure to maintain the Common Area, the Association does not commence correction of such conditions in no more than thirty (30) days from delivery of the notice and proceed diligently to completion. The Association agrees to pay all expenses incurred by the County within thirty (30) days of written demand. Upon failure by the Association to pay within said thirty (30) days, the County shall have the right to impose a lien for the costs against the Common Area.

(b) It is understood that by the provisions hereof, the County is not required to take any affirmative action and any action undertaken by the County shall be that which, in its sole discretion, it deems reasonable to protect the public health, safety and general welfare, and to enforce it and the regulations and ordinances and other laws.

(c) It is understood that action or inaction by the County, under the provisions hereof, shall not constitute a waiver or relinquishment of any of its rights to seek redress for the violation of any of the provisions of these restrictions or any of the rules, regulations and ordinances of the County or of other laws by way of a suit in law or equity in a court of competent jurisdiction or by other action.

(d) It is further understood that the remedies available to the County by the provision of this Section 14.3 or by reason of any other provisions of law shall be cumulative and not exclusive, and the maintenance of any particular remedy shall not be a bar to the maintenance of any other remedy.

14.3.2. Right to Enforce. The County shall be a third party beneficiary to the provisions of this Declaration and shall have the right but not the duty to enforce any or all of such provisions.

14.3.3. Amendment. This Section 14.3 cannot be amended or eliminated without the written consent of the County.

14.4. ENFORCEMENT BY CLUB OWNER.

The Club Owner shall be a third party beneficiary to the provisions of this Declaration which confer a benefit upon such Club Owner or any portion of the Wilderness Club Golf Club Property owned by such Club Owner. The Club Owner shall have the right to enforce any and all such provisions against the Association or any Owner in any manner provided by law or in equity. No provision of this Declaration which exists for the benefit of the Club Owner or the Wilderness Club Golf Club Property may be amended or eliminated without the written consent of the affected Club Owner(s). This Section cannot be amended or eliminated without the written consent of the Club Owner.

14.5. LIMITATION OF CLAIMS.

The Association, whether on its own behalf or on behalf of any Owner or Owners, shall not file any claim or bring any action against Declarant, its agents, affiliates, officers, directors, partners, employees, contractors, subcontractors, material suppliers, architects, engineers, attorneys or consultants, including but not limited to claims or actions relating to the Project or

any Lot, Residence or Improvements in the Project, whether pursuant to this Declaration or any purchase and sale agreement between Declarant and any Owner, or otherwise, or for any alleged breach of fiduciary duty or any defect, structural, in material, in workmanship, or otherwise, whether patent or latent, unless such claim is filed or such action is brought within four (4) years of the date on which Declarant ceases to be a Class "B" Member pursuant to the Bylaws.

ARTICLE XV

ARCHITECTURAL CONTROL

15.1. APPLICABILITY.

Except as otherwise provided in this Declaration, proposals for Alterations (as that term is defined in Section 7.1) shall be subject to the provisions of this Article and may not be made until approved in accordance with the provisions of this Article. The provisions of this Declaration requiring architectural approval shall not apply: (i) to alterations of Common Area Improvements; (ii) to the original construction of any Improvements on a Lot by Declarant, its agents, contractors or employees; or (iii) prior to the first conveyance of a Lot to an Owner. For purposes of the foregoing, the term "Alteration" shall mean and include the following: (a) the construction, installation, alteration, demolition in whole or in part, or expansion of any building, structure or other improvements, including utilities; (b) the staking, clearing, grading, excavation, filling or similar disturbance to the surface of the land, including without limitation any change of grade, change of ground level, change of drainage pattern, or change of stream bed or course; (c) all initial planting of and subsequent material modifications to landscaping, and all planting, clearing or removing of trees, shrubs, grass or perennial plants, but in each instance excluding removal of dead or diseased plants and trees and excluding any replacement that is substantially similar to the item being replaced; (d) any change or alteration to the exterior appearance of Improvements previously approved by the Design Review Committee, including any change in finish material, color or texture; (e) the repainting and resurfacing of exterior surfaces of structures, including roofing materials, gutters, downspouts, drainspouts, exterior siding or stucco finish, entry doors, windows, trim around doors and windows, surfaces of garage doors, external vents and flues and glass surfaces, exclusive of any replacement that is substantially identical to the item being repainted or resurfaced; and (f) reconstruction of any structures. Design Review Committee approval shall not be required for any changes to the interior of any structure constructed on a Lot.

As specified above in Section 10.3.2., as long as the Cabin Unit Program remains in effect, Cabin Units shall be subject only to design guidelines established from time to time by the Declarant. Additionally, if the Declarant no longer owns any Lots, nor owns the Wilderness Club, nor operates a rental program associated with the Cabin Units, the Design Guidelines shall apply to any subsequent modification of Cabin Units, but only if and then.

15.2. DESIGN REVIEW RESPONSIBILITY.

The administration of the Design Guidelines and the review of all applications for approval, construction and modification under this Article and the Design Guidelines shall be the responsibility of the Design Review Committee. The Board may establish and charge fees for review of applications hereunder, and may require such fees to be paid in full prior to review.

Additionally, the Board may provide for the employment of such professional consultants as it may deem appropriate to advise and assist the Design Review Committee. The Board may also establish fines and other penalties for failure to comply with the provisions of this Article and the Design Guidelines. In order to expedite that process of review of applications for new construction, the Board may provide for the establishment of a Modifications Committee, which shall have the responsibility for reviewing all applications for modifications to previously constructed Improvements, including material modifications to landscaping. If such a Modifications Committee is established, its members will be appointed by Declarant or the Association, as applicable, to the same extent as Declarant or the Association then has the power to appoint the members of the Design Review Committee. In all other respects the terms of this Article shall apply to the Modifications Committee from and after the date that any such committee is established; provided, however, in no event may the Modifications Committee amend or otherwise alter the Design Guidelines.

15.3. DESIGN REVIEW COMMITTEE.

The Design Review Committee shall consist of three (3) persons. Until the Turnover Meeting, or such earlier date as Declarant may elect in writing to relinquish such power, Declarant shall appoint all members of the Design Review Committee, and may remove and replace any such members as it deems appropriate. After expiration or termination of Declarant's appointment rights, the Design Review Committee shall be comprised completely of Owners without regard to special qualifications, and the members of the Design Review Committee shall then be appointed by the Board. Until that date, Declarant, in its sole discretion, may at any time grant all or any portion of its power to appoint the members of the Design Review Committee to any successor Declarant, or to the Association. From and after the Turnover Meeting, the terms of the members of the Design Review Committee shall be staggered, and shall terminate at different dates, so as to provide reasonable continuity to the design review process.

15.4. GUIDELINES AND PROCEDURES—GENERAL.

Declarant shall prepare the initial Design Guidelines, which thereafter may be amended in whole or in part by a majority of the Design Review Committee. For so long as Declarant owns any Lots, any such amendment shall require the written approval of Declarant. Any amendments to the Design Guidelines shall apply to construction and modifications commenced after the date of such amendment only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. The Design Guidelines may contain general provisions applicable to all of the Property, as well as specific provisions which vary from one portion of the Property to another depending upon location, unique characteristics, and intended use. The Design Guidelines may also include the procedures, materials to be submitted and additional factors which will be taken into consideration in connection with the approval of any proposed Improvement. The Design Guidelines may specify circumstances under which the strict application of limitations or restrictions under this Declaration will be waived or deemed waived in whole or in part, and may waive the requirement or exempt Alterations from the requirement for approval if such approval is not reasonably required to carry out the purposes of this Declaration. The Design Guidelines, as the same shall be amended from time to time, need not be recorded, but shall be considered incorporated herein by reference and shall be enforceable as though set forth in full.

Additionally, the construction of improvements within the Property shall be subject to and governed by the requirements set forth in the Lincoln County Standards for the Property, if any. Each Owner, by accepting to deed for any Lot, shall be deemed to have agreed to comply with the requirement of said Design Standards, as the same may be interpreted and enforced by the County and/or the Design Review Committee.

15.5. SUBMISSION OF APPLICATION.

Prior to commencement of work to accomplish any proposed Alteration, the Person proposing to make such Alteration (the "Applicant") shall submit to the Design Review Committee such information, descriptions, surveys, elevations, plans, specifications and samples showing and describing the proposed Improvement (the "Application") as may be required by the Design Guidelines. The Design Review Committee may require submission of additional plans, specifications or other information prior to approving or disapproving the proposed Improvement. Until receipt by the Design Review Committee of all required materials in connection with the proposed Improvement, the Application shall be deemed incomplete, and the Design Review Committee may postpone review of any materials submitted for approval by the Applicant. At its request, the Applicant shall be entitled to receive a receipt from the Design Review Committee or its authorized agent showing the date the complete Application was received.

15.6. CRITERIA FOR APPROVAL.

The Design Review Committee will approve any proposed Alteration only if it determines that the Alteration in the location indicated will not be detrimental to the appearance of the surrounding areas of the Property as a whole; that the appearance of the proposed Alteration will be in harmony with the surrounding areas of the Property; that the Alteration will not detract from the beauty, wholesomeness and attractiveness of the Property or the enjoyment thereof by the Owners; and that the upkeep and maintenance of the proposed Alteration will not impose any undue burden on the Association. The Design Review Committee may condition its approval of any proposed Alteration upon the making of such changes as the Design Review Committee may require.

15.7. DECISION OF COMMITTEE.

The decision of the Design Review Committee shall be made within sixty (60) days after the date that it receives the complete Application and any additional materials required by it, unless such period of time is extended by mutual agreement of the Design Review Committee and the Applicant. The decision shall be in writing and, if the decision is to disapprove the Application, the reasons shall be stated. The decision of the Design Review Committee shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the Committee.

15.8. FAILURE TO ACT.

Any request for approval of a proposed Alteration shall be deemed approved unless disapproval or a request for additional information or materials is transmitted to the Applicant by the Design Review Committee within sixty (60) days after the date that the Design Review Committee receives the complete Application and any additional materials required by it.

15.9. NO WAIVER OF FUTURE APPROVALS.

Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

15.10. PROSECUTION OF WORK.

After approval of any Application, the proposed Alteration shall be constructed with reasonable promptness and diligence in conformity with the Application and any conditions imposed by the Design Review Committee in its approval.

15.11. NOTICE OF COMPLETION.

Upon Completion of the Alteration, the Applicant shall give written notice of completion to the Design Review Committee. Until the date of its receipt of such notice, the Design Review Committee shall not be deemed to have received notice that the Alteration has been completed.

15.12. INSPECTION.

The Design Review Committee or its representative shall have the right to inspect any Alteration prior to or after completion. If as a result of its inspections or otherwise the Design Review Committee determines that any Alteration has been commenced without obtaining the approval of the Design Review Committee, or if it determines that the Alteration is not being completed or has not been completed in conformity with the Application and any conditions of approval, the Design Review Committee shall notify the Applicant in writing of such determination. The notice shall specify the particulars of the noncompliance, and shall require the Applicant to take such action as may be necessary to remedy the noncompliance and may, at the election of the Board, be recorded in the real property records of Lincoln County, Montana. If for any reason other than the Applicant's act or omission the Design Review Committee fails to notify the Applicant of any noncompliance within ninety (90) days after the Design Review Committee's receipt of a written notice of completion from the Applicant, the Alteration shall be deemed to be in compliance if the Alteration, in fact, was complete as of the date the notice of completion was received by the Design Review Committee.

15.13. ENFORCEMENT.

Any Alteration placed, installed or constructed, in violation of this Article shall be deemed to be nonconforming. Upon written request from the Design Review Committee, the Owner in violation shall, at his or her own cost and expense, remove the Alteration and restore the Lot in question to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as requested, Declarant and the Association, and their respective designees, shall have the right to remove the violation and restore the Lot to substantially the same condition as previously existed, or to pursue all legal and equitable remedies available to enforce the provisions of this Article. All costs and attorneys' fees, together with interest on all sums expended by the Association at such rate as may be charged by it, may be assessed against such Lot and collected as a Default Assessment. Additionally, any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply

with the terms and provisions of this Article and the Design Guidelines may be excluded by the Association from the Property upon notice and an opportunity to be heard.

15.14. NONLIABILITY OF THE DESIGN REVIEW COMMITTEE AND BOARD MEMBERS.

Neither the Design Review Committee, the Board nor any member thereof nor Declarant shall be liable to the Association or to any Owner or other Person for any loss, damage or injury arising out of or in any way connected with the performance of the Design Review Committee's or Board's respective duties under this Declaration or the other Governing Documents unless arising as a result of an act or omission which is committed in subjective bad faith or which involves intentional misconduct or a knowing violation of law by the Design Review Committee or Board or individual members thereof. The Design Review Committee or Board shall not be responsible for reviewing, nor shall its approval of any Plans and Specifications be deemed approval of, structural safety, engineering soundness, or conformance with building codes or any other laws, requirements or standards.

15.15. VARIANCES.

The Design Review Committee may authorize variances from compliance with any of the architectural provisions or Design Guidelines when circumstances so warrant. Such variances must be evidenced in writing and must be signed by at least a majority of the members of the Design Review Committee. If such a variance is granted, no violation of this Declaration or the other Governing Documents shall be deemed to have occurred with respect to the matter for which the variance was granted, provided the Applicant complies with the terms of the variance. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or the Design Guidelines for any purpose except as to the particular property and particular provision in the instance covered by the variance.

15.16. SCOPE OF JUDICIAL REVIEW.

The scope of judicial review of any action taken by the Association or the Design Review Committee pursuant to this Article, including but not limited to the promulgation, interpretation, and enforcement of the Design Guidelines, shall be limited to cases of fraud, willful misconduct or subjective bad faith.

ARTICLE XVI

WILDLIFE ISSUES

16.1. DOMESTIC PETS.

Outdoor domestic cats are prohibited on the Project. All Owners shall assure that any domestic cat he or she owns, brings onto the Project, or otherwise allows to come onto the Project, shall be confined to the interior of Residences or other enclosed structures and shall not be permitted access to the outdoors. All other domestic pets within the project shall be permitted outside only when on a leash. All Owners shall comply with this restriction and shall assure that its tenants, licensees, Invitees and family members so comply.

16.2. FEEDING OF WILDLIFE.

Feeding of wildlife is prohibited on the Project. No Owner shall feed wildlife, including big game species, within the Project. All Owners shall comply with this restriction and shall assure that its tenants, licensees, Invitees and family members so comply.

Declarant declares that the terms of this Article XVI shall apply to the Development Property as well as to the Property and shall run with the land and be binding upon successive owners of all portions of the Development Property and Property. Declarant or successor owners of the relevant portions of the Development Property shall grant to the Association such easements or licenses as are reasonably necessary to install and maintain the Improvements required on the Golf Course pursuant to this Article XVI.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

17.1. TERM OF DECLARATION.

This Declaration shall continue for a term of fifty (50) years from its date of recordation. Thereafter, this Declaration shall be automatically extended for successive periods often (10) years until two-thirds (⅔) of the Members approve a termination of this Declaration.

17.2. CONSTRUCTION OF PROVISIONS.

The provisions of this Declaration shall be liberally construed to affect its purpose of creating a uniform plan for the development and operation of a planned community development pursuant to applicable Montana law.

17.3. BINDING.

This Declaration shall be for the benefit of and be binding upon all Owners, their respective heirs, legatees, devisees, executors, administrators, guardians, conservators, successors, purchasers, tenants encumbrances, donees, grantees, mortgagees, lienors and assigns.

17.4. SEVERABILITY OF PROVISIONS.

The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of anyone provision shall not affect the validity or enforceability of any other provision hereof.

17.5. GENDER; NUMBER AND CAPTIONS.

As used herein, the singular shall include the plural and masculine pronouns shall include feminine pronouns, where appropriate. The title and captions of each paragraph hereof are not a part thereof and shall not affect the construction or interpretation of any part hereof.

17.6. DISTRIBUTION OF PROJECT DOCUMENTS.

Upon the resale of any Lot by any Owner, the Owner shall supply to the buyer of the Lot a copy of each of the Project Documents and a copy of the current Budget.

17.7. EXHIBITS.

All exhibits attached to this Declaration are incorporated by this reference as through fully set forth herein.

17.8. REQUIRED ACTIONS OF ASSOCIATION.

The Association shall at all times take all reasonable actions necessary for the Association to comply with the terms of this Declaration or to otherwise carry out the intent of this Declaration.

17.9. SUCCESSOR STATUTES.

Any reference in the Project Documents to a statute shall be deemed a reference to any amended or successor statute.

17.10. CONFLICT.

In the event of a conflict, the provisions of this Declaration shall prevail over the Bylaws and the Rules.

17.11. APPLICABLE LAW.

This Declaration shall be governed by and construed in accordance with Montana law.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf, attested and its corporate seal to be hereunto affixed as of this 8 day of August, 2012.

DECLARANT: WILDERNESS PRESERVE US LIMITED PARTNERSHIP

BY: Wilderness Preserve GP Ltd., general partner of Wilderness Preserve Canadian Founders Limited Partnership

BY: _____
Barry Ehlert, Vice President
Wilderness Preserve GP Ltd.

STATE OF MONTANA)
) ss.
COUNTY OF LINCOLN)

This instrument was acknowledged before me this 8th day of August, 2012, by Barry Ehlert, as Vice President of Wilderness Preserve GP Ltd., as general partner of Wilderness Preserve Canadian Founders Limited Partnership, as general partner of Wilderness Preserve US Limited Partnership.

Witness my hand and official seal.

_____
Printed Name: _____
Notary Public for the State of _____
Residing in _____
My commission expires: _____.

SHANNON M. WOLLEAT NOTARIAL SEAL STATE OF MONTANA

SHANNON M. WOLLEAT
NOTARY PUBLIC for the State of Montana
Residing at Eureka, MT
My Commission Expires September 17, 2015

_____
Notary Public

EXHIBIT A-1
THE PROPERTY

Those portions of the SW¼ of Section 28, the SE¼ of Section 29, Section 32 and the W½ of Section 33, Township 37 North, Range 27 West, P.M.M., Lincoln County, Montana, particularly described as follows:

Lots 6-25, 126-165 & 212-219, The Wilderness Club, Phase 1, according to that map, plat or survey on file and of record with the Clerk and recorder of Lincoln County, MT under Plat #6765;

Lots 1-5, 44, 166-184 and Lot 208-211, The Wilderness Club, Phase 2, according to that map, plat or survey on file and of record with the Clerk and recorder of Lincoln County, MT under Plat #6896;

Lots C-3A, C-4A & C-5A, The Amended Plat of Lots C-3, C-4 & C-5, Open Space, Golf Course and Future Phases, The Wilderness Club, Phase 1, according to that map, plat or survey on file and of record with the Clerk and recorder of Lincoln County, MT under Plat #6953;

C-1A, C-2A & Lot 225A, The Amended Plat of Lots C-1, C-2 & 225, Open Space, Golf Course and Future Phases, The Wilderness Club, Phase 1, according to that map, plat or survey on file and of record with the Clerk and recorder of Lincoln County, MT under Plat #6954;

Lots 220A, 221A, 222A, 223A & 224A, The Amended Subdivision Plat of Lots 220, 221, 222, 223 & 224 of The Wilderness Club, Phase 1, according to that map, plat or survey on file and of record with the Clerk and recorder of Lincoln County, MT under Plat #6961;

Lot 272A, The Amended Plat of Lot 272, The Wilderness Club, Phase 2, Open Space, Golf Course and Future Phases, The Wilderness Club, Phase 1, according to that map, plat or survey on file and of record with the Clerk and recorder of Lincoln County, MT under Plat #7110;

Lots 26, 27 & 226-231, The Wilderness Club, Phase 3, according to that map, plat or survey on file and of record with the Clerk and recorder of Lincoln County, MT under Plat #7111; and

Lot 28, The Amended Plat of Lot 38, Open Space A & Road, The Wilderness Club, Phase 2, Open Space, Golf Course and Future Phases, The Wilderness Club, Phase 1, according to that map, plat or survey on file and of record with the Clerk and recorder of Lincoln County, MT under Plat #7114.

EXHIBIT A-2
DEVELOPMENT PROPERTY

Those portions of the SW¼ of Section 28, the SE¼ of Section 29, Section 32 and the W½ of Section 33, Township 37 North, Range 27 West, P.M.M., Lincoln County, Montana, described as follows:

Beginning at the N¼ corner, Section 32; thence along the North, West and South line of the E½NW¼, Section 32,
South 89° 27' 23" West 1322.47 feet,
South 00° 31' 21" East 2637.61 feet and
North 89° 28' 22" East 1322.61 feet to the Center ¼ corner, Section 32; thence along the West and South lines of the N½NW¼SE¼, Section 32,
South 00° 30' 10" East 660.47 feet,
North 89° 30' 35" East 660.96 feet and
North 89° 30' 14" East 660.94 feet to the Southeast corner of the N½NW¼SE¼, Section 32; thence along the West line of the NE¼SE¼, Section 32,
South 00° 30' 51" East 225.68 feet; thence
South 89° 57' 27" East 306.60 feet; thence
North 00° 02' 28" East 429.09 feet; thence
South 89° 58' 35" East 349.78 feet to the West line of the E½NE¼SE¼, Section 32; thence along the West and North lines of the E½NE¼SE¼, Section 32,
North 00° 29' 27" West 463.16 feet and
North 89° 29' 45" East 660.80 feet to the W¼ corner, Section 33; thence along the West and South lines of the N½SW¼ of Section 33,
South 00° 29' 55" East 1321.03 feet,
North 89° 27' 32" East 1320.75 feet and
North 89° 33' 14" East 850.57 feet; thence
North 07° 09' 50" West 253.85 feet; thence
North 16° 39' 44" West 288.72 feet; thence
North 16° 14' 13" West 275.51 feet; thence
North 16° 39' 29" West 275.63 feet; thence
North 16° 39' 17" West 275.51 feet; thence
North 89° 27' 34" East 300.09 feet to the Westerly right of way boundary of Sophie Lake Road; thence along the Westerly right of way boundary of Sophie Lake Road the following courses:
North 16° 38' 10" West 594.03 feet to a point on a 240.00 foot radius curve concave Southwesterly, having a radial bearing of South 73° 16' 08" West; thence
Northwesterly along the curve thru a central angle of 24° 49' 39" 104.00 feet; thence
North 41° 27' 03" West 391.99 feet to the beginning of a 1370.00 foot radius curve to the left; thence Northwesterly along the curve thru a central angle of 04° 05' 21" 97.78 feet; thence
North 45° 32' 24" West 359.29 feet; thence
North 35° 35' 33" West 209.48 feet; thence
North 15° 04' 19" West 204.23 feet; thence
North 21° 12' 44" East 232.47 feet to a point on a 470.00 foot radius curve concave

Westerly, having a radial bearing of North 68° 43' 43" West; thence Northerly along the curve thru a central angle of 20° 34' 24" 168.77 feet; thence
North 00° 41' 37" East 605.50 feet; thence
North 00° 46' 16" East 1.99 feet; thence
North 05° 44' 26" East 132.65 feet; thence
North 12° 00' 52" East 25.30 feet; thence
North 11° 55' 40" East 1192.65 feet to the North line of the SE¼SW¼, Section 28; thence, leaving the Westerly right of way boundary of the road, along the North line of the S½SW¼, Section 28,
South 89° 24' 04" West 258.63 feet and
South 89° 24' 04" West 1321.14 feet to the Northeast corner of the S½SE¼, Section 28; thence along the North and West lines of the S½SE¼ of Section 29,
South 89° 25' 51" West 1328.39 feet,
South 89° 25' 20" West 1328.25 feet,
South 01° 17' 32" West 990.22 feet and
South 00° 55' 26" East 329.16 feet to the Point of Beginning.

*Declarant reserves the right to amend this legal description.

EXHIBIT B-1
WILDERNESS CLUB GOLF CLUB PROPERTY

The exact description of the Wilderness Club Golf Club Property will be added to the Declaration by an addendum after the Golf Course has been separately surveyed and subsequently recorded; however, for information purposes only, the Golf Course and other portions of the Wilderness Club Golf Club Property are generally depicted on Exhibit B-2 hereto.

EXHIBIT B-2

WILDERNESS CLUB GOLF CLUB SITE PLAN

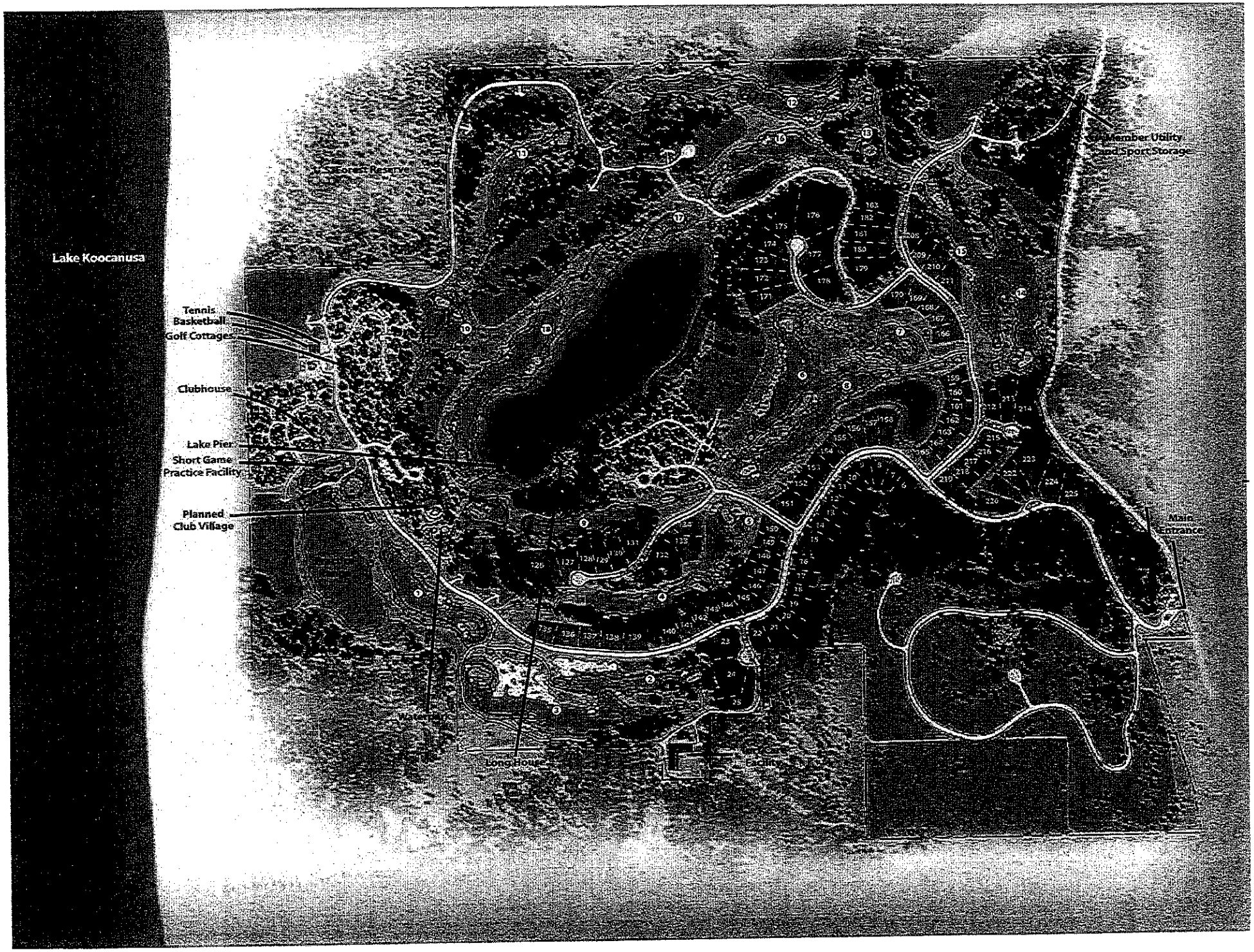

Lake Koocanusa
Tennis
Basketball
Golf Cottage
Clubhouse
Lake Pier
Short Game
Practice Facility
Planned
Club Village
Long House
Main
Entrance

EXHIBIT C-1

RESOLUTION OF THE WILDERNESS CLUB COMMUNITY ASSOCIATION, INC. APPROVING THE FIRST AMENDED AND RESTATED DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS OF THE ESTATES AT WILDERNESS

The undersigned, President and Secretary of the Wilderness Club Community Association, Inc. do hereby certify that at a duly called Annual and Special Meeting of the Members of the Wilderness Club Community Association, Inc. (the "Association") held on the 16th day of July, 2012 (referred to herein as the "July 16 Meeting") where a quorum was present, the members approved the adoption of the First Amended and Restated Declaration of Conditions, Covenants and Restrictions of the Estates at Wilderness (the "Amended Declaration") amending the Declaration of Conditions, Covenants and Restrictions of the Estates at Wilderness recorded March 1, 2007 with the Clerk and Recorder of Lincoln County, Montana under Book 310, at Page 572, Doc. #201304 (the "Original Declaration").

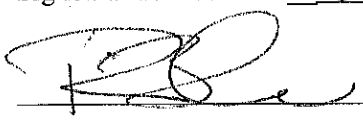
The Members further approved the recording of the Amended Declaration in the Clerk and Recorder Office for Lincoln County, Montana.

The undersigned further certify that no Institutional Mortgagees asserted any rights as Eligible Holders (as such terms are defined in the Original Declaration) by providing the required written notice to the Association in accordance with the provisions of the terms and conditions of the Original Declaration and therefore the requirement to amend any provision of the Original Declaration of the approval of fifty-one percent (51%) of the Eligible Holders, based on one (1) vote for each Lot encumbered by a First Mortgage owned by an Eligible Holder, is deemed to be satisfied.

The undersigned further certify that a count of the Ballots presented at the meeting showed the following count.

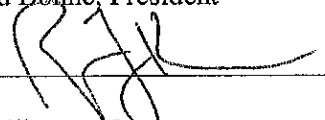
VOTES IN FAVOR OF AMENDMENTS:	297 VOTES
VOTES OPPOSED TO AMENDMENTS:	1 VOTE
VOTES ABSTAINING FROM VOTE ON AMENDMENTS:	4 VOTES

Signed under oath this 6th day of August, 2012.



_____(SEAL)

Richard Bohne, President



_____(SEAL)

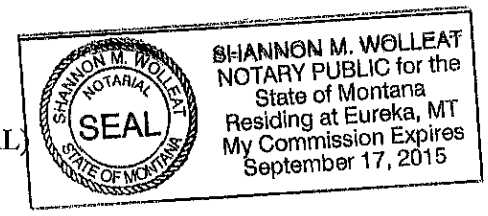
Ryan Tilleman, Secretary

City/County of LINCOLN)
) to wit:
State of Montana)

Sworn and subscribed this 6th day of August, 2012 before me, a Notary public in and for the jurisdiction aforesaid by Richard Bohne and Ryan Tilleman, satisfactorily identified and who represented to me that

they are the President and Secretary of the Wilderness Club Community Association, Inc., respectively, and that the foregoing Resolution was approved at the duly called Annual and Special Meeting of the Wilderness Club Community Association, Inc., held on July 16, 2012 and presents the vote of the Members of the Association that were present.

(SEAL)



Notary Public

My commission expires: 9.17.2015

EXHIBIT C-2

RESOLUTION OF THE WILDERNESS CLUB COMMUNITY ASSOCIATION, INC. APPROVING THE FIRST AMENDED AND RESTATED DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS OF THE ESTATES AT WILDERNESS

The undersigned, President and Secretary of the Wilderness Club Community Association, Inc. do hereby certify that at a duly called Annual and Special Meeting of the Members of the Wilderness Club Community Association, Inc. (the "Association") held on the 16th day of July, 2012 (referred to herein as the "July 16 Meeting") where a quorum was present, the members approved the adoption of the First Amended and Restated Declaration of Conditions, Covenants and Restrictions of the Estates at Wilderness (the "Amended Declaration") amending the Declaration of Conditions, Covenants and Restrictions of the Estates at Wilderness recorded March 1, 2007 with the Clerk and Recorder of Lincoln County, Montana under Book 310, at Page 572, Doc. #201304 (the "Original Declaration").

The Members further approved the recording of the Amended Declaration in the Clerk and Recorder Office for Lincoln County, Montana.

The undersigned further certify that no Institutional Mortgagees asserted any rights as Eligible Holders (as such terms are defined in the Original Declaration) by providing the required written notice to the Association in accordance with the provisions of the terms and conditions of the Original Declaration and therefore the requirement to amend any provision of the Original Declaration of the approval of fifty-one percent (51%) of the Eligible Holders, based on one (1) vote for each Lot encumbered by a First Mortgage owned by an Eligible Holder, is deemed to be satisfied.

The undersigned further certify that a count of the Ballots presented at the meeting showed the following count.

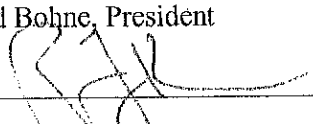
VOTES IN FAVOR OF AMENDMENTS:	297 VOTES
VOTES OPPOSED TO AMENDMENTS:	1 VOTE
VOTES ABSTAINING FROM VOTE ON AMENDMENTS:	4 VOTES

Signed under oath this 6th day of August, 2012.



_____(SEAL)

Richard Bohne, President



_____(SEAL)

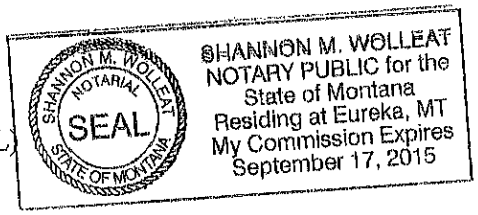
Ryan Tilleman, Secretary

City/County of LINCOLN)
) to wit:
State of Montana)

Sworn and subscribed this 6th day of August, 2012 before me, a Notary public in and for the jurisdiction aforesaid by Richard Bohne and Ryan Tilleman, satisfactorily identified and who represented to me that

they are the President and Secretary of the Wilderness Club Community Association, Inc., respectively, and that the foregoing Resolution was approved at the duly called Annual and Special Meeting of the Wilderness Club Community Association, Inc., held on July 16, 2012 and presents the vote of the Members of the Association that were present.

(SEAL)



Notary Public

My commission expires: 9.17.2015

EXHIBIT C-3

AFFIDAVIT

Don McCarthy, as Manager of GBCI OTHER REAL ESTATE, LLC, a Montana limited liability company, being first duly sworn on oath, deposes and states:

1. I am over 18 years of age.

2. I am a Manager of GBCI OTHER REAL ESTATE, LLC, a Montana limited liability company, which owns the following described property:

   SEE EXHIBIT "A" ATTACHED HERETO;
   SUBJECT TO covenants, conditions, restrictions, provisions, easements and encumbrances apparent or of record.

3. GBCI OTHER REAL ESTATE, LLC does hereby authorize and consent to the filing of The Estates at Wilderness First Amended and Restated Declaration of Covenants, Conditions and Restrictions to which this affidavit is attached as Exhibit C-3.

4. GBCI OTHER REAL ESTATE, LLC does hereby affirm that the aforementioned property shall be held, transferred and conveyed subject to those covenants, conditions and restrictions set forth in The Estates at Wilderness First Amended and Restated Declaration of Covenants, Conditions and Restrictions to which this affidavit is attached as Exhibit C-3, as the same may be amended from time to time; provided, however, that GBCI OTHER REAL ESTATE, LLC's obligation to pay homeowner's association dues, assessments or charges or charges for any golf or other club membership or any dues or fees relating to golf or other amenities are and shall continue to be controlled by that certain Agreement to Sell and Purchase Real and Personal Property dated May 4, 2011, as amended, by and between GBCI OTHER REAL ESTATE, LLC and WINDMILL GOLF GROUP, INC., whose interest was assigned to WILDERNESS PRESERVE US LIMITED PARTNERSHIP.

DATED this 7 day of August, 2012.

GBCI OTHER REAL ESTATE, LLC, A MONTANA LIMITED LIABILITY COMPANY

By: Don McCarthy As: Manager

STATE OF MONTANA)
: ss
County of Flathead)

This instrument was acknowledged before me on the 7 day of August 2012, by Don McCarthy, as Manager of GBCI OTHER REAL ESTATE, LLC, a Montana limited liability company.

JENNIFER J GREENE
NOTARY PUBLIC for the
State of Montana
Residing at Kalispell, Montana
My Commission Expires
June 15, 2015

Jennifer J. Greene
Printed Name: Jennifer J. Greene
Notary Public for the State of Montana
Residing in Kalispell
My Commission Expires: June 15, 2015

EXHIBIT "A" TO AFFIDAVIT

Those portions of the SW¼ of Section 28, the SE¼ of Section 29, Section 32 and the W½ of Section 33, Township 37 North, Range 27 West, P.M.M., Lincoln County, Montana, particularly described as follows:

Lots 6,7,10,11,12,13,14,18,22,23,128,129,130,132,135,147,149,150,151,152,153,154,155,157, 212 & 214, The Wilderness Club, Phase 1, according to that map, plat or survey on file and of record with the Clerk and recorder of Lincoln County, MT under Plat #6765;

Lots 167,168,169,170,175,177,182,184 & 208, The Wilderness Club, Phase 2, according to that map, plat or survey on file and of record with the Clerk and recorder of Lincoln County, MT under Plat #6896;

Lots C-3A, The Amended Plat of Lots C-3, C-4 & C-5, Open Space, Golf Course and Future Phases, The Wilderness Club, Phase 1, according to that map, plat or survey on file and of record with the Clerk and recorder of Lincoln County, MT under Plat #6953;

Lots C-2A & Lot 225A, The Amended Plat of Lots C-1, C-2 & 225, Open Space, Golf Course and Future Phases, The Wilderness Club, Phase 1, according to that map, plat or survey on file and of record with the Clerk and recorder of Lincoln County, MT under Plat #6954; and

Lot 28, The Amended Plat of Lot 38, Open Space A & Road, The Wilderness Club, Phase 2, Open Space, Golf Course and Future Phases, The Wilderness Club, Phase 1, according to that map, plat or survey on file and of record with the Clerk and recorder of Lincoln County, MT under Plat #7114.

EXHIBIT C-4

Listing of Cabin Units Lots

Lot 28, The Amended Plat of Lot 38, Open Space A & Road, The Wilderness Club, Phase 2, Open Space, Golf Course and Future Phases, The Wilderness Club, Phase 1, according to that map, plat or survey on file and of record with the Clerk and recorder of Lincoln County, MT under Plat #7114; and

Lots 26, 27 & 226-231, The Wilderness Club, Phase 3, according to that map, plat or survey on file and of record with the Clerk and recorder of Lincoln County, MT under Plat #7111.