

The owners of Lots 1, 2 and 2A shall share equally the responsibility for maintenance and upkeep of the parking area, trail to the reservoir and any dock permitted by Avista, to be located at the end of the reservoir trail. The owners of the three lots are hereby deemed to be members of an informal organization, "Blueslide Dock Group", for the purpose of applying for and receiving a dock and trail permit from Avista. The Group shall designate in writing one of its members as the responsible party for all communications with Avista.

5. Trail easement: There is hereby granted an open, perpetual, non-exclusive easement for foot traffic, across Lots 2A and 2, designated as Easement B and Easement C on attached exhibit "B". This easement is 10 feet in width. This easement is appurtenant to and for the benefit of Lots 1, 2 and 2A. Its use is limited to the Lot owners and their invited guests. This trail will be used in conjunction with a permit that may be granted by Avista, for foot traffic across its land to access the boat dock area and Noxon Rapids Reservoir.
6. Enforcement: The Declarants or any owner who is in compliance with these easements and conditions, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, easements and provisions of this Declaration now or hereinafter imposed pursuant to the provisions of this Declaration. The failure by the Declarants, or any lot owner to enforce any provision herein contained shall not be deemed a waiver of the right to do so thereafter. The Declarants shall have no duty to take any affirmative action to enforce any provision herein, nor shall they be subject to any liability for their failure to so act.

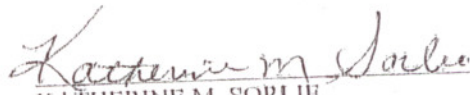
If any person entitled to do so shall bring formal legal action to enforce any provision herein, the prevailing party to such action shall be entitled to recover from the other party reasonable attorney's fee and costs of the action.

It is hereby declared that the Sanders County Justice Court shall have original jurisdiction and is a proper forum for any enforcement action initiated hereunder.

7. Binding effect: It is intended that this instrument shall be recorded and that any subsequent transferee of the property or any part thereof by acceptance and delivery of deed or conveyance of said property shall be deemed to have consented to and become bound to these terms. The provisions hereof are intended to run with the land and be a restriction upon the property and shall be binding upon the parties, their heirs, personal representatives, successors and assigns.

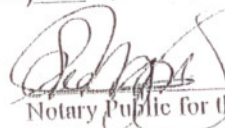
Dated this 7 day of July 2006.


O'DELL A. SORLIE


KATHERINE M. SORLIE

STATE OF MONTANA)
 :ss.
County of Sanders)

This instrument was acknowledged before me on this 7th day of July 2006, by O'Dell A. Sorlie and Katherine M. Sorlie.


Notary Public for the State of Montana
Printed name: Sue Manley