

DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS and
ROAD MAINTENANCE AGREEMENT for SUBDIVISION PLAT NO. 2553 MS

Whereas, Declarant is the owner of certain real property located in the South 1 / 2
Section 24, T21N, R29W of Sanders County, Montana, which is more particularly
described SUBDIVISION PLAT NO. 2553 MS

NOW, THEREFORE, the Declarant does hereby declare that the subdivision above
described shall be sold and conveyed subject to the following easements, restrictions,
covenants, conditions, and Road Maintenance Agreement, all of which are for the
purpose of enhancing and protecting the value, desirability and attractiveness of the real
property. These easements, covenants, restrictions, conditions, and Road Maintenance
Agreement shall run with the real property, and shall be binding on all parties having or
acquiring any right, title or interest in the described properties, and shall insure to the
benefit of each owner thereof. The word Tract as used herein shall refer to each Tract of
land in the subdivision.

1. LAND DIVISION - No tract shall be further subdivided with the exception that Tract
2 may be further subdivided into a total of no more than two tracts.
The northern most located tract created by that subdivision will have access by way of a
newly to be created driveway running from the existing 60' wide access easement, in a
easterly direction along the Northern boundary to a point determined as the future
building site.
2. All lots are to be single-family residences only. One guesthouse per tract will be
allowed for occasional occupancy of six months or less per year.
3. No tract may be used to carry on an industry or business that creates excessive noise,
fumes, or dust.
4. All water and waste systems will be installed and used in accordance with any
Montana State and Sanders County regulations.
5. Vehicles not currently operable and / or not licensed shall not be stored on any Tract
unless in a building. No junk vehicles or auto bodies or parts shall be allowed to
accumulate.

ROAD MAINTENANCE AGREEMENT -

1. The Tracts of the Subdivision are served by an existing road located inside
the outlined 60' wide easement shown on survey.
2. For consideration of the mutual benefits to be derived by the Tract owners, it
is required that all tract owners will cooperate to provide periodic
maintenance for the above described roadway.

3. Tract owners shall be jointly and severally liable for the cost of such maintenance. Such maintenance shall be performed or contracted for by unanimous vote of the Tract owners. Each Tract owner shall have one vote. (Joint ownership shall be considered one for the purpose of this paragraph.)

THIS DECLARATION may be amended by an instrument signed by all of the owners of the Tracts affected thereby and with the Sanders County Commissioners approval.

Sander County Governing Body has no right of enforcement of these covenants and restrictions and is not liable for any breach of these covenants and restrictions.

The Declarant or any Tract owner shall have the right to enforce by any proceeding at law or in equity all restrictions, covenant, conditions, reservations and charges now or hereafter imposed by the provisions of the Declaration. The methods of enforcement may include proceeding to enjoin the violation, to recover damages or both. Failure by the Declarant or by any lot owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter. The Declarant shall have not duty to take any affirmative action to enforce any restrictive covenant, nor shall it be subject to any liability for its failure to act. If any person entitled to do so shall bring formal legal action to enforce any provisions of the Declaration, the prevailing party to this action shall be entitled to recover from the other party reasonable attorney's fees and the cost of the action.

Invalidation of any one or more of these covenants and restrictions by a Court of Law shall not affect the remaining provisions, which shall remain in force and effect.

IN WITNESS WHEREOF, THE DECLARANT has executed the foregoing document above written.

Kathy E. Hutchings

STATE OF MONTANA)

County of SANDERS) : ss

On this 12th Day of April Year 2005 before me, Notary Public for the State of Montana, personally appeared

Kathy E. Hutchings known to be the person whose names are subscribed to the within and foregoing instrument and acknowledge to me that have executed the same.

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

Kimberly D. Bates Kimberly D. Bates
Notary Public State of Montana
Residing at Plains
My Commission Expires Feb 1, 2009