

DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS TO REAL PROPERTY

THIS DECLARATION, made this 24 day of September, 1985, by TIMBERLAND RESOURCES, INC., (hereinafter referred to as TIMBERLAND), the owner of the property described herein:

WITNESSETH:

WHEREAS, TIMBERLAND is selling, in twenty acre parcels, all of the property described as follows:

All of Section 5, Township 26 North, Range 34 West, less the Southeast Quarter; The Southeast Quarter of the Southeast Quarter of Section 32, Township 27 North, Range 34 West, M.P.M.;
AND,
the Southwest Quarter of the Southwest Quarter of Section 33, Township 27 North, Range 34 West, M.P.M., all such lands being situated in Sanders County, Montana;
SUBJECT TO the reservation of an easement thirty (30) feet in width

SUBJECT TO EASEMENTS OF RECORD

hereafter referred to as "ELK MEADOWS";

WHEREAS, TIMBERLAND is desirous of making "ELK MEADOWS" subject to certain protective covenants, conditions, restrictions, reservations, and charges as hereinafter set forth for the benefit of Timberland and for the benefit of those who purchase "ELK MEADOWS" parcels.

NOW, THEREFORE, TIMBERLAND does hereby declare and establish covenants that "ELK MEADOWS" shall be held, sold and conveyed subject to the following restrictions, reservations, charges, liens, covenants and conditions all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the twenty acre parcels therein. These restrictions, reservations, charges, liens, covenants and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the property described herein, or any part thereof, and shall inure to the benefit of each Owner thereof.

1. **STREAM USAGE:** Parcel owners shall not in any way pollute, disturb or divert any stream in any way. TIMBERLAND makes no representation whatever regarding the nature of stream flow in regard to year-round flow, flooding, stream channels, etc.

2. APPEARANCE: Parcel owners shall keep said property in it's natural, clean state of appearance. No garbage, inoperable automobiles, or other unsightly machinery or waste if permitted.

3. RESIDENTIAL APPEARANCE: Any building constructed for residential use shall be completed as to it's exterior within one calendar year from the date of ground-breaking. Exterior finish shall be defined as peeled log, painted or stained siding, aluminum siding, finished roof, windows, dcors and painted trim.

4. OUTBUILDING APPEARANCE: All outbuildings shall be finished as the residence with the same criteria.

5. SUBDIVISION: Parcel owners shall not further subdivide a parcel for any reason.

6. LIVESTOCK: No livestock shall be raised for commercial purposes. No goats, pigs or obnoxious livestock shall be raised on such property.

7. MINING: Mining or exploration for minerals with commercial gas or electrically operated machinery is prohibited.

8. PETS: No loose or uncontrolled pets shall be allowed on this property.

Each owner and/or contract purchaser of a lot or lots subject to this Declaration, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of any such owner or contract purchaser to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

9. ACCESS: All roads and passageways are shown on maps attached hereto. Parcel owners shall not restrict access on the roads, passageways, lanes or easements in any way.

The covenants, conditions, restrictions, liens and charges contained in this instrument may be waived, abandoned and terminated, modified, altered or changed as to the whole of "ELK MEADOWS" subdivision with the written consent of the owners of seventy-five percent (75%) of the land area in the subdivision. The covenants, conditions, restrictions, liens and charges contained in this instrument may be waived, abandoned and terminated, modified, altered or changed as to the whole of the subdivision by either the formation of Elk Meadows Owners Association or with the written consent of the owners of seventy-five percent (75%) of the parcels in the subdivision and with the written consent of the owners of seventy-five percent (75%) of the land area in the subdivision.

IN WITNESS WHEREOF, the undersigned, being the owner

