

This copy of  
Restrictive Covenants  
provided by

**HELENA ABSTRACT & TITLE CO**

Please note the following:

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent that such restrictions violate 42 USC 3604(c).

**DECLARATION OF COVENANTS, CONDITIONS, BUILDING  
STANDARDS AND RESTRICTIONS FOR  
MONTANA RECREATIONAL PROPERTIES, INC.**

**KNOW ALL MEN BY THESE PRESENTS:**

That Montana Recreational Properties, Inc., a Nevada corporation licensed to do business in Montana, having its principal place of business at Deer Lodge, Montana, hereinafter referred to as "Developer", does hereby subject all of the lands described herein and not specifically excepted, to those certain covenants, conditions, building standards and restrictions set forth herein below.

**PREAMBLE:** Developer, in order to preserve, promote and maintain the rural character and beauty of the lands described herein does hereby adopt and establish the following covenants, conditions, building standards and restrictions which shall in all respects be deemed to be COVENANTS RUNNING WITH THE LAND and shall be applicable to all persons and entities hereinafter described.

**1. LANDS TO WHICH APPLICABLE:** The following covenants, conditions, building standards and restrictions (all of which together are hereafter referred to as "the covenants") shall be applicable to and govern all lands owned by the Developer and which comprise that certain subdivision known as Missouri River Ranch,

Parcels 1 through 27 and Lot 34 located in Section 6, T15N, R2W & Section 31, of T16N, R2W, M.P.M.,  
(C. O. S. #471065/E);

Parcels 28 through 59 of Sections 30 and 31, T16N, R2W, M.P.M.  
(C. O. S. #471066/E); and

Parcels 60 through 73, and Parcels 101 through 110 of Sections 19 and 30, T16North, R2 W, M.P.M., and Section 25, T16N, R3W, M.P.M.  
(C. O. S. #471067/E); and

Parcels 74 through 100 of Section 25, T16N, R3W, M.P.M.  
(C.O.S. #471064/E); and

Parcels 111 through 117 of Section 35, T16N, R3W, M.P.M.  
(C.O. S. #471063/E);

Lewis & Clark County, Montana.; recorded in the Office of the Clerk and Recorder, Lewis & Clark County, Montana on the 29th day of May, 1991 except such lots as shall by the Developer be specifically exempted from the

effect of said covenants. Hereafter the real property in this paragraph 1 shall be referred to as "the lands".

**2. PERSONS AFFECTED:** The covenants hereafter set forth shall inure to the benefit of and shall govern all persons or entities who shall after the date of recording of this instrument purchase or contract to purchase or otherwise become a purchaser or a grantee of any of the lands and shall be binding upon their respective heirs, executors, personal representatives, administrators, successors in interest and assigns as well as all persons occupying or using said lands as lessees, guests, employees, or otherwise under the authority or permission of said purchasers or grantees.

**3. TERMS OF APPLICATION:** The covenants set forth herein shall be binding upon the persons and entities above described for a term ending December 31, 2011. The provisions hereof shall then continue in full force and effect for successive periods of ten (10) years each, unless and until at least six months prior to the end of any such additional period, the persons and entities then affected (i.e., being those persons and entities described in paragraph 2, above) owning or purchasing a majority of the land described in paragraph 1 hereof, shall determine to modify, amend or abolish any or all of the provisions hereof.

**4. REFERENCE TO COVENANTS:** This Declaration, having been duly recorded, shall be referred to by Book and Page number on all instruments hereafter made affecting the title to any and all lots within the lands.

**5. GENERAL COVENANTS AND CONDITIONS:**

A. No site clearing shall be commenced; no building, fence, cattle guard or adjoining livestock gate or any other structure shall be started, constructed, installed, or erected on any lot, nor shall any temporary dwelling of any sort be placed on any lot until complete plans and specifications for each such development shall have been submitted to and approved by the Developer in writing. In the case of a temporary dwelling, Developer shall give its approval or disapproval within twenty (20) days after receipt of such plans and specifications. In all other cases, Developer shall have thirty (30) days in which to approve or disapprove such plans and specifications. Such approval or disapproval shall be based upon the provisions and restrictions set out in these covenants.

B. No person or entity affected by the covenants shall store, or permit junk, salvage, abandoned vehicles or machinery, trash, refuse of any kind, logging slash or any unusable building materials to be stored or kept on his or any other lot within the lands. No such person or entity shall burn any trash or refuse of any kind out of doors other than in a manner approved

by and consistent with all applicable local, state, and federal laws and regulations. Nothing herein shall be construed to prevent the use of wood-burning fireplaces, barbecue pits and trash-burning barrels in accordance with applicable laws and regulations.

C. All persons and entities affected by the covenants shall provide suitable receptacles for storage and collection of refuse; all such receptacles shall be screened from public view and protected from disturbance by animals.

#### **6. USE RESTRICTIONS:**

A. Each lot, except as hereafter provided, shall be used for residential and recreational purposes only. Residential use shall include farming and the raising of animals and fowl with the exception of goats or swine. All livestock grazing shall be to current SCS grazing standards.

B. Except with respect to such lots as may be specifically in writing so designated by the Developer, and any and all commercial activity upon or within any lot is prohibited.

C. All persons affected by this Declaration shall maintain their respective lots and all improvements thereon in a clean, sanitary manner in strict compliance with all applicable local, state and federal laws and regulations.

D. No person affected by this Declaration shall permit any domesticated fowl, livestock or animals, including but not limited to dogs and cats, to escape from his lot so as to cause any public or private nuisance.

#### **7. BUILDING STANDARDS AND RESTRICTIONS:**

A. All structures and improvements of every kind shall conform to the provisions of the covenants and shall be constructed and maintained in a safe manner.

B. No mobile homes (as distinguished from modular homes) shall be permitted on any lot, permanently or temporarily without permission of the developer.

C. Recreation vehicles shall be permitted on lots for lot purchasers' use.

D. Temporary dwellings may be placed upon the lots, after the plans and specifications therefor have been approved in accordance with

paragraph 5 above, for a period of not more than twenty-four months after the commencement of construction.

E. No building materials or colors incompatible with the rustic environment shall be used in or upon any structure visible from any roadway easement.

F. All improvements shall be constructed of new materials only. Modular homes designed for permanent installation and use are permitted.

G. All permanent structures (exterior) shall be completed in accordance with plans and specifications within twenty-four (24) months after commencement of construction.

#### **8. PRESERVATION OF TREES AND SOIL:**

A. No trees shall be removed from any roadway easement within any lot except such trees as may be located in the roadbed itself, ditches adjacent thereto, or which may obstruct driveway access to a particular lot.

B. No commercial timbering shall be permitted. Sufficient trees located on lot to constitute building materials to be used within the may be cut. Any diseased trees and underbrush shall be removed in a timely manner.

C. Any pond placed within any lot shall be designed and constructed so as to eliminate the risk of soil erosion within said lot or any other lot within this subdivision.

D. No purchaser, grantee, lessee, guest, family member or other occupant on any lot may modify any stream course which may traverse any lot, nor may such person obstruct, divert or alter by unnatural means the flow of any water except for domestic use and for the watering of permitted animals and fowl.

#### **9. MEMBERSHIP IN MISSOURI RIVER RANCHES**

**LANDOWNERS CORPORATION:** All persons and entities who shall from time to time be purchasers or owners of lots within the lands described in paragraph 1 of this Declaration shall be deemed to be Members of the MISSOURI RIVER RANCHES LANDOWNERS CORPORATION, thereby enjoying all of the rights and privileges and being required to comply with all of the duties and responsibilities of the By-laws of the Corporation.

## 10. ENFORCEMENT:

A. These covenants, as above set forth, shall be enforced by the Developer until such time as the Missouri River Ranches Landowners Corporation, or its successor, shall assume the responsibility therefor.

The developer and the said Corporation are and shall be empowered and authorized, solely at their respective options, to establish committees and to delegate to them the authority and duty to enforce these covenants.

In all cases and by whomsoever undertaken, the enforcement of these covenants shall be conducted in a manner fair and reasonable and shall provide any alleged violator of any covenant fair opportunity to be heard after adequate notice and to be impartially adjudged as to any alleged violation.

If any violation shall be found to exist pursuant to the procedures established under the above constraints, the violator shall be given a reasonable time after notice to correct the violation failing which, the Developer, or the Corporation, as the case may be, shall have full authority to enter the lot of the violator and correct the defect, if that be possible, or otherwise undo the violation, all at the expense of the violator. The cost of correcting the defect or undoing the violation, if undertaken by the Developer or by the Corporation, shall constitute a lien against the lot and the purchaser's or grantee's interest therein, such lien to be enforceable by sale under the laws of the State of Montana. The violator in addition shall be liable for all costs and reasonable attorney's fees incurred in enforcing the provisions of this paragraph 10.

11. ADDITIONAL LAND TO BE SUBMITTED TO COVENANTS: Any person or entity who shall hereafter purchase or contract to purchase or otherwise become a purchaser or grantee of any of the lands described in paragraph 1 hereof who shall at that time or afterwards be or become the owner of other lands not described in paragraph 1 but wholly within the external boundaries of the lands described in paragraph 1 hereof, by becoming a purchaser or grantee of lands described in paragraph 1, agrees to subject such other land to these covenants.

IN WITNESS WHEREOF, the Developer has executed this Declaration on the 20th day of June, 1991.

MONTANA RECREATIONAL PROPERTIES, INC.

By: [Signature]  
Its President

By: Deanna L. Lane  
Its Secretary-Treasurer

STATE OF MONTANA     )  
                                  ss.  
COUNTY OF POWELL    )

On this 20th day of June, 1991, before me personally appeared Jim Lane to me personally known, who being by me duly sworn, did say that he is the President of Montana Recreational Properties, Inc., and that the seal affixed to the instrument is the corporate seal of the corporation, and that the instrument was signed and sealed in behalf of the corporation by authority of its board of directors, and Jim Lane acknowledged the instrument to be the free act and deed of the corporation.

[Signature]  
Notary Public for the State of Montana  
My commission expires:

STATE OF MONTANA     )  
                                  ss.  
COUNTY OF POWELL    )

On this 20th day of June, 1991, before me personally appeared Deanna L. Lane to me personally known, who being by me duly sworn, did say that she is the Secretary-Treasurer of Montana Recreational Properties, Inc., and that the seal affixed to the instrument is the corporate seal of the corporation, and that the instrument was signed and sealed in behalf of the corporation by authority of its board of directors, and Deanna L. Lane acknowledged the instrument to be the free act and deed of the corporation.

[Signature]  
Notary Public for the State of Montana  
My commission expires:

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STANDARDS AND RESTRICTIONS FOR  
MONTANA RECREATIONAL PROPERTIES, INC.

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KNOW ALL MEN BY THESE PRESENTS:

That Montana Recreational Properties, Inc., a Nevada corporation licensed to do business in Montana, having its principal place of business at Deer Lodge, Montana, hereinafter referred to as "Developer", does hereby subject all of the lands described herein and not specifically excepted, to those certain covenants, conditions, building standards and restrictions set forth herein below.

Eagle  
Canyon

**PREAMBLE:** Developer, in order to preserve, promote and maintain the rural character and beauty of the lands described herein does hereby adopt and establish the following covenants, conditions, building standards and restrictions which shall in all respects be deemed to be COVENANTS RUNNING WITH THE LAND and shall be applicable to all persons and entities hereinafter described.

@

1. **LANDS TO WHICH APPLICABLE:** The following covenants, conditions, building standards and restrictions (all of which together are hereafter referred to as "the covenants") shall be applicable to and govern all lands owned by the Developer and which comprise that certain subdivision known as EAGLE CANYON RANCH,

5-15-2

Parcels 1 through 32 located in Section 5, T15N, R2W, M.P.M., (C. O. S. #496857/E) Lewis & Clark County;

4-15-2  
32-16-2

Parcels 33 through 55 of Section 4, T15N, R2W, M.P.M. (C. O. S. #496858/E) Lewis & Clark County; and

28-16-2  
33-16-2

Parcels 56 through 69, of Section 32, T16N, R2W, M.P.M., (C. O. S. #496854/E) Lewis & Clark County; and

21-16-2  
28-16-2

Parcels 70 through 95 and Parcels 152 through 155, of Sections 28 & 33, T16N, R2W, M.P.M. (C.O.S. #496855/E) Lewis & Clark County, and

Parcels 96 through 108, Parcels 128, 129, 130, Parcels 138 through 144 of Section 21 and 28, T16N, R2W, M.P.M. (C.O. S. #496856/E) Lewis & Clark County,

496854P  
55P  
56P  
57P  
58P  
59P  
60P  
61P

and

Parcels 109 through 127, and Parcels 132 through 137, of Sections 20, Cascade County & Sections 28 & 29, Lewis & Clark County, T16N, R2W, M.P.M.

(C.O.S. #2837- Cascade County filed 2-17-93) and  
(C.O.S. #496861/E - Lewis & Clark County filed 2-9-93)

and

Parcels 131, 150, 151, 157, 158, 159; of Sections 16 & 21, Cascade County & Section 21, Lewis & Clark County, T16N, R2W, M.P.M.

(C.O.S. #2839 - Cascade County filed 2-17-93) and  
(C.O.S. #496860/E - Lewis & Clark County filed 2-9-93)

and

Parcels 145 through 149, Parcel 156; of Sections 20 & 21, Cascade County and Sections 21, 28, & 29, Lewis & Clark County, T16N, R2W, M.P.M.

(C.O.S. #2838 - Cascade County filed 2-17-93) and  
(C.O.S. #496859/E - Lewis & Clark County filed 2-9-93)

recorded in the Office of the Clerk and Recorder, Lewis & Clark County, Montana on the 9th day of February, 1993; Office of the Clerk & Recorder, Cascade County, Montana on the 17th day of February, 1993; except such lots as shall by the Developer be specifically exempted from the effect of said covenants. Hereafter the real property in this paragraph 1 shall be referred to as "the lands".

2. PERSONS AFFECTED: The covenants hereafter set forth shall inure to the benefit of and shall govern all persons or entities who shall after the date of recording of this instrument purchase or contact to purchase or otherwise become a purchaser or a grantee of any of the lands and shall be binding upon their respective heirs, executors, personal representatives, administrators, successors in interest and assigns as well as all persons occupying or using said lands as lessees, guests, employees, or otherwise under the authority or permission of said purchasers or grantees.

3. TERMS OF APPLICATION: The covenants set forth herein shall be binding upon the persons and entities above described for a term ending December 31, 2014. The provisions hereof shall then continue in full force and effect for successive periods of ten (10) years each, unless

28+29-16-2

21-16-2

21, 28, 29  
-16-2

and until at least six months prior to the end of any such additional period, the persons and entities then affected (i.e., being those persons and entities described in paragraph 2, above) owning or purchasing a majority of the land described in paragraph 1 hereof, shall determine to modify, amend or abolish any or all of the provisions hereof.

4. REFERENCE TO COVENANTS: This Declaration, having been duly recorded, shall be referred to by Book and Page number on all instruments hereafter made affecting the title to any and all lots within the lands.

5. GENERAL COVENANTS AND CONDITIONS:

A. No site clearing shall be commenced; no building, fence, cattle guard or adjoining livestock gate or any other structure shall be started, constructed, installed, or erected on any lot, nor shall any temporary dwelling of any sort be placed on any lot until complete plans and specifications for each such development shall have been submitted to and approved by the Developer in writing. In the case of a temporary dwelling, Developer shall give its approval or disapproval within twenty (20) days after receipt of such plans and specifications. In all other cases, Developer shall have thirty (30) days in which to approve or disapprove such plans and specifications. Such approval or disapproval shall be based upon the provisions and restrictions set out in these covenants.

B. No person or entity affected by the covenants shall store, or permit junk, salvage, abandoned vehicles or machinery, trash, refuse of any kind, logging slash or any unusable building materials to be stored or kept on his or any other lot within the lands. No such person or entity shall burn any trash or refuse of any kind out of doors other than in a manner approved by and consistent with all applicable local, state, and federal laws and regulations. Nothing herein shall be construed to prevent the use of wood-burning fireplaces, barbeque pits and trash-burning barrels in accordance with applicable laws and regulations.

C. All persons and entities affected by the covenants shall provide suitable receptacles for storage and collection of refuse; all such receptacles shall be screened from public view and protected from disturbance by animals.

6. USE RESTRICTIONS:

A. Each lot, except as hereafter provided, shall be used for residential and recreational purposes only. Residential use shall include farming and the raising of animals, and fowl with the exception of goats or swine. All livestock grazing shall be to current SCS grazing standards.

B. Except with respect to such lots as may be specifically in writing so designated by the Developer, and any and all commercial activity upon or within any lot is prohibited.

C. All persons affected by this Declaration shall maintain their respective lots and all improvements thereon in a clean, sanitary manner in strict compliance with all applicable local, state and federal laws and regulations.

D. No person affected by this Declaration shall permit any domesticated fowl, livestock or animals, including but not limited to dogs and cats, to escape from his lot so as to cause any public or private nuisance.

#### 7. BUILDING STANDARDS AND RESTRICTIONS:

A. All structures and improvements of every kind shall conform to the provisions of the covenants and shall be constructed and maintained in a safe manner.

B. No mobile homes (as distinguished from modular homes) shall be permitted on any lot, permanently or temporarily without permission of the developer.

C. Recreation vehicles shall be permitted on lots for lot purchasers' use.

D. Temporary dwellings may be placed upon the lots, after the plans and specifications therefor have been approved in accordance with paragraph 5 above, for a period of not more than twenty-four months after the commencement of construction.

E. No building materials or colors incompatible with the rustic environment shall be used in or upon any structure visible from any roadway easement.

F. All improvements shall be constructed of new materials

only. Modular homes designed for permanent installation and use are permitted.

G. All permanent structures (exterior) shall be completed in accordance with plans and specifications within twenty-four (24) months after commencement of construction.

8. PRESERVATION OF TREES AND SOIL:

A. No trees shall be removed from any roadway easement within any lot except such trees as may be located in the roadbed itself, ditches adjacent thereto, or which may obstruct driveway access to a particular lot.

B. No commercial timbering shall be permitted. Sufficient trees located on lot to constitute building materials to be used within the lot may be cut. Any diseased trees and underbrush shall be removed in a timely manner.

C. Any pond placed within any lot shall be designed and constructed so as to eliminate the risk of soil erosion within said lot or any other lot within this subdivision.

D. No purchaser, grantee, lessee, guest, family member or other occupant on any lot may modify any stream course which may traverse any lot, nor may such person obstruct, divert or alter by unnatural means the flow of any water except for domestic use and for the watering of permitted animals and fowl.

9. MEMBERSHIP IN EAGLE CANYON RANCHES LANDOWNERS CORPORATION: All persons and entities who shall from time to time be purchasers or owners of lots within the lands described in paragraph 1 of this Declaration shall be deemed to be Members of the EAGLE CANYON RANCHES LANDOWNERS CORPORATION, thereby enjoying all of the rights and privileges and being required to comply with all of the duties and responsibilities of the By-laws of the Corporation.

10. ENFORCEMENT:

A. These covenants, as above set forth, shall be enforced by the Developer until such time as the Eagle Canyon Ranches Landowners

Corporation, or its successor, shall assume the responsibility therefor.

The developer and the said Corporation are and shall be empowered and authorized, solely at their respective options, to establish committees and to delegate to them the authority and duty to enforce these covenants.

In all cases and by whomsoever undertaken, the enforcement of these covenants shall be conducted in a manner fair and reasonable and shall provide any alleged violator of any covenant fair opportunity to be heard after adequate notice and to be impartially adjudged as to any alleged violation.

If any violation shall be found to exist pursuant to the procedures established under the above constraints, the violator shall be given a reasonable time after notice to correct the violation failing which, the Developer, or the Corporation, as the case may be, shall have full authority to enter the lot of the violator and correct the defect, if that be possible, or otherwise undo the violation, all at the expense of the violator. The cost of correcting the defect or undoing the violation, if undertaken by the Developer or by the Corporation, shall constitute a lien against the lot and the purchaser's or grantee's interest therein, such lien to be enforceable by sale under the laws of the State of Montana. The violator in addition shall be liable for all costs and reasonable attorney's fees incurred in enforcing the provisions of this paragraph 10.

11. ADDITIONAL LAND TO BE SUBMITTED TO COVENANTS: Any person or entity who shall hereafter purchase or contract to purchase or otherwise become a purchaser or grantee of any of the lands described in paragraph 1 hereof who shall at that time or afterwards be or become the owner of other lands not described in paragraph 1 but wholly within the external boundaries of the lands described in paragraph 1 hereof, by becoming a purchaser or grantee of lands described in paragraph 1, agrees to subject such other land to these covenants.

IN WITNESS WHEREOF, the Developer has executed this Declaration on the 1st day of August, 1994.

MONTANA RECREATIONAL PROPERTIES, INC.

By: *James C. Lane*  
Its President

By: *James C. Lane*  
Its Secretary-Treasurer

STATE OF MONTANA     )  
                                  ss.  
COUNTY OF POWELL    )

On this 1st day of August, 1994, before me personally appeared James C. Lane to me personally known, who being by me duly sworn, did say that he is the President of Montana Recreational Properties, Inc., and that the seal affixed to the instrument is the corporate seal of the corporation, and that the instrument was signed and sealed in behalf of the corporation by authority of its board of directors, and James C. Lane acknowledged the instrument to be the free act and deed of the corporation.

*Jeff R. Callaway*  
Notary Public for the State of Montana  
My commission expires: 7-17-95

