BOOK 81 PAGE 294

DECLARATION OF COVENANTS 138380

CLEAR CREEK, A JOINT VENTURE

ROCKY MOUNTAIN TIMBERLANDS, INC.
P.O. BOX 1153
BOZEMAN, MONTANA 59771-1153

CLEAR CREEK, INVESTORS, INC.
P. O. BOX 488
WHITEHALL, MT 59759

ROCKY MOUNTAIN TIMBERLANDS, INC., A MONTANA CORPORATION, OF P. O. BOX 1153, BOZEMAN, MT 59771-1153, AND CLEAR CREEK INVESTORS, INC., A MONTANA CORPORATION, OF P. O. BOX 488, WHITEHALL, MT 59759, HAVE ENTERED INTO A JOINT VENTURE AGREEMENT, WHICH HAS BEEN RECORDED ON THE RECORDS OF THE COUNTY CLERK AND RECORDER OF DEER LODGE COUNTY, MONTANA, KNOWN AS CLEAR CREEK, A JOINT VENTURE. CLEAR CREEK, A JOINT VENTURE, HEREIN THE GRANTOR, IS THE TITLED OWNER OF THAT CERTAIN PROPERTY LOCATED IN DEER LODGE COUNTY. MONTANA, MORE PARTICULARLY DESCRIBED AS:

SECTION 19, 20, 21, AND 30, THE NORTH HALF (N1/2) OF SECTION 29, AND THE NORTH HALF OF THE NORTH HALF (N1/2 N1/2) OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 11 WEST. M.P.M.

SUBJECT, HOWEVER, TO SUCH RESERVATIONS AND EXCEPTIONS AS MAY BE CONTAINED IN CONVEYANCES TO THE GRANTOR OR ITS PREDECESSORS IN INTEREST, AND FURTHER SUBJECT TO SUCH EASEMENTS AND RIGHTS OF WAY AS MAY EXIST OVER AND ACROSS SAID PREMISES.

TOGETHER WITH A SIXTY (60) FOOT EASEMENT AND RIGHT OF WAY FOR VEHICULAR AND OTHER TRAFFIC, AND UTILITIES. TO THE LANDS HEREIN DESCRIBED, WHICH SAID ROADWAY IS GENERALLY DESCRIBED AS LEAVING HIGHWAY 274 IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 26 AND TRAVERSING IN A SOUTHWESTERLY DIRECTION ACROSS SECTIONS 26 AND 27 IN SAID TOWNSHIP AND RANGE TO A POINT IN THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 27 WHERE SAID ROADWAY JOINS ANOTHER ROAD OR TRAIL, THENCE OVER AND ACROSS THE NORTH HALF (N1/2) OF SECTION 28.

ALONG WITH AND SUBJECT TO: PATENT RESERVATIONS, EXISTING RIGHTS OF WAY AND EASEMENTS, BUILDING, USE AND ZONING RESTRICTIONS, TAXES AND ASSESSMENTS FOR THE CURRENT AND SUBSEQUENT YEARS. ASSIGNABLE, NON-EXCLUSIVE ACCESS IS PROVIDED TO THE SUBJECT PROPERTY AS NOTED ON CERTIFICATE OF SURVEY 808 RECORDED AT THE DEER LODGE COUNTY COURTHOUSE.

CLEAR CREEK, A JOINT VENTURE, AS THE GRANTOR, HEREBY SUBJECTS SAID PROPERTY TO THE CONDITIONS, COVENANTS AND RESTRICTIONS SET FORTH HEREIN. THESE RESTRICTIONS, CONDITIONS, COVENANTS AND LIMITATIONS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE PRESENT OWNERS AND ALL SUBSEQUENT GRANTEES OF ANY PORTION OF ANY AREA INCLUDED WITHIN THE AFORESAID LEGAL DESCRIPTION.

THE IMMEDIATE GRANTOR AND ALL FUTURE GRANTEES, THEIR HEIRS AND ASSIGNS FOREVER, OF ANY PORTION OF SAID PROPERTY, COVENANT AND AGREE BY THE ACCEPTANCE OF A CONVEYANCE TO FAITHFULLY OBSERVE AND COMPLY WITH SAID RESTRICTIONS, CONDITIONS, COVENANTS AND LIMITATIONS.

1. ANY AND ALL ANIMALS KEPT ON THE PROPERTY, MUST BE FENCED OR CONTAINED WITHIN THE BOUNDARIES OF SAID PROPERTY. PETS SHALL NOT BE ALLOWED TO RUN AT LARGE, AND SHALL BE IN CONTROL AT ALL TIMES. NO PROPERTY OWNER SHALL BE PERMITTED TO OPERATE A COMMERCIAL HOG FARM, A COMMERCIAL FEEDLOT, OR A COMMERCIAL CHICKEN FARM ON THE PROPERTY.

2. ANY PROPERTY OWNER MUST ASSUME THE BURDEN OF SUPPLYING AND DEVELOPING WATER AND SEWAGE FACILITIES FOR HIS OWN DOMESTIC USE. WELLS AND WATER SYSTEMS SHALL BE DRILLED, INSTALLED AND MAINTAINED AT ALL TIMES IN ACCORDANCE WITH ALL APPLICABLE RULES AND REGULATIONS OF ANY PUBLIC AGENCY HAVING AUTHORITY OVER SAME.

3. ALL FUTURE GRANTEES CONSENT AND AGREE THAT ANY ROADS GIVING ACCESS TO THE PROPERTY ARE NOT MAINTAINED BY GRANTOR. ALL FUTURE GRANTEES ARE TOTALLY RESPONSIBLE FOR PROVIDING AND MAINTAINING NON-PUBLIC ROADS. THIS IS TO SAY THAT IF A PURCHASER WANTS THE ROADS MAINTAINED HE OR SHE MAY DO SO BUT IS NOT REQUIRED TO DO SO. ALL FUTURE GRANTEES COVENANT AND AGREE THAT UNTIL SUCH GRANTEES HAVE DEVELOPED THE ACCESS TO THEIR INDIVIDUAL PROPERTY TO COUNTY STANDARDS THAT SAID GRANTEES WILL NOT PETITION OR REQUEST ANY ASSISTANCE OR DEVELOPMENT BY THE COUNTY FOR ROAD IMPROVEMENTS.

4. ALL FUTURE GRANTEES COVENANT AND AGREE THAT THE GRANTOR IS RESERVING A SIXTY-FOOT (60') EASEMENT FOR GENERAL INGRESS AND EGRESS AND A GENERAL EASEMENT FOR PUBLIC UTILITIES ACROSS THE PROPERTY SOLD HEREIN ON ANY EXISTING OR PROPOSED ROAD. PUBLIC UTILITIES WILL FOLLOW ROADS WHERE POSSIBLE. ALL FUTURE GRANTEES COVENANT AND AGREE THAT GRANTOR IS GRANTING SAID GRANTEE AN EASEMENT FOR INGRESS AND EGRESS TO THE PROPERTY SOLD HEREIN OVER AND ACROSS ALL ROADS WHICH GRANTOR HAS THE RIGHT TO TRAVEL TO SAID PROPERTY. THE SIXTY-FOOT (60') EASEMENT WILL BE RESERVED ON ALL EXISTING ROADS, AND ON ANY ADDITIONAL EASEMENTS RECORDED, OR PROPOSED, OR RESERVED ON SAID PROPERTY'S CERTIFICATE OF SURVEY, UNLESS STATED OTHERWISE.

5. ALL FUTURE GRANTEES COVENANT AND AGREE NOT TO BUILD, MAINTAIN, OPERATE OR CONSTRUCT, OR IN ANY WAY CAUSE TO BE PLACED WITHIN FIFTY FEET (50') OF THE BOUNDARY LINES OF THE SUBJECT PROPERTY, ANY STRUCTURE (CUSTOMARY BOUNDARY FENCING IS ALLOWED). ALL FUTURE GRANTEES FURTHER COVENANT AND AGREE NOT TO CAUSE ANY CONDITION THAT WILL CAUSE THE ACCUMULATION OR EXISTENCE OF GARBAGE, JUNK OR CONDITION CAUSING A NOXIOUS ODOR ON SUBJECT PROPERTY, INCLUDING, BUT NOT LIMITED TO, INOPERATIVE MOTOR VEHICLES AND SCRAP MATERIALS OF EVERY SORT.

6. ALL FUTURE GRANTEES COVENANT AND AGREE THAT NO GATES, FENCES OR OTHER OBSTRUCTIONS SHALL BE PLACED UPON ANY ACCESS ROAD. THIS RESTRICTION SHALL NOT PREVENT A FUTURE GRANTEE FROM PLACING A GATE ON AN ACCESS ROAD, ON GRANTEE'S PROPERTY, IF THE ROAD TERMINATES ON THAT GRANTEE'S PROPERTY. METAL CATTLE GUARDS WILL BE ALLOWED IF INSTALLED TO COUNTY ROAD REGULATIONS.

7. ALL FUTURE GRANTEES COVENANT AND AGREE THAT ANY CONSTRUCTION OF HOMES, OUTBUILDINGS OR ANY OTHER BUILDINGS MUST BE COMPLETED ON THE EXTERIOR WITHIN EIGHTEEN (18) MONTHS OF THE COMMENCEMENT OF CONSTRUCTION.

8. ALL FUTURE GRANTEES COVENANT AND AGREE THAT MOBILE HOMES MAY NOT BE PLACED ON THE SUBJECT PROPERTY UNLESS THEY ARE MODULAR HOMES, DOUBLE-WIDE MOBILE HOMES, OR WOOD SIDED MOBILE HOMES WITH A MINIMUM OF 500 SQUARE FEET, AND THE MOBILE HOME IS COMPLETELY SKIRTED WITHIN THIRTY (30) DAYS OF ARRIVAL AT SUBJECT PROPERTY. SKIRTING MATERIAL SHALL BE OF NON-REFLECTIVE AND NON-METALLIC MATERIALS. THIS COVENANT IS NOT INTENDED TO PROHIBIT A PROPERTY OWNER FROM STORING A RECREATIONAL VEHICLE ON THE SUBJECT PROPERTY. A PROPERTY OWNER MAY USE A RECREATIONAL VEHICLE FOR TEMPORARY USE ON THIS PROPERTY SUCH AS DURING HUNTING SEASON, DURING VACATIONS, OR DURING CONSTRUCTION. IN THE CASE OF CONSTRUCTION, TWO (2) YEARS SHALL BE MAXIMUM USE.

9. ALL FUTURE GRANTEES COVENANT AND AGREE THAT NO SIGNS OR ADVERTISEMENTS SHALL BE PLACED ON THE PROPERTY EXCEPT FOR A SIGN DESIGNATING THE OWNERS' NAME, LOT NUMBER AND/OR ADDRESS. THIS RESTRICTION SHALL NOT PRECLUDE ANY FUTURE GRANTEE FROM PLACING A "FOR SALE" SIGN ON THE PROPERTY THIS RESTRICTION IS INTENDED TO PROHIBIT NO TRESPASSING SIGNS, AMONG OTHERS. (ORANGE GLOW PAINT SERVES AS A NO TRESPASSING SIGN UNDER MONTANA LAW.) BUSINESSES SHALL BE ALLOWED ONLY TO THE EXTENT THAT THEY CAN BE OPERATED OUT OF AN ESTABLISHED RESIDENCE OR GARAGE, AND ARE SECONDARY TO THE RESIDENCE ITSELF (SUCH AS A GUIDE, TAXIDERMIST, MAIL-ORDER SALES, ETC.) IN SUCH CASE, A SIGN OF LESS THAN TEN SQ. FT. SHALL BE ALLOWED FOR IDENTIFICATION PURPOSES.

10. ALL FUTURE GRANTEES COVENANT AND AGREE NOT TO COMMERCIALLY HARVEST GROWING TREES ON THE SUBJECT PROPERTY WITHOUT WRITTEN PERMISSION SIGNED BY GRANTOR HEREIN. WRITTEN PERMIOSSION FOR COMMERCIAL LOGGING SHALL NOT BE NECESSARY WHEN PURCHASER'S CONTRACT FOR DEED IS PAID IN FULL. GROWING OR DEAD TREES ON THE PROPERTY MAY BE USED FOR IMPROVEMENT OF SUBJECT PROPERTY, SUCH AS FENCES OR BUILDINGS, AT ANY TIME WITHOUT WRITTEN PERMISSION BY GRANTOR.

11. ALL FUTURE GRANTEES COVENANT AND AGREE THAT GRANTOR WILL ALLOW NO MORE THAN TWO (2) SINGLE-FAMILY RESIDENCES AND ACCOMPANYING OUTBUILDINGS PER EACH TWENTY (20) ACRE OR LARGER LOT. EACH RESIDENCE MAY HAVE A GUEST HOUSE.

12. ANY PROVISIONS HEREIN MAY BE AMENDED OR REVOKED, AND ADDITIONAL PROVISIONS ADDED, AT ANY TIME BY WRITTEN INSTRUMENT DULY SIGNED AND ACKNOWLEDGED BY THE OWNERS OF RECORD OF NOT LESS THAN 60% OF THE PARCELS (THE APPROXIMATE NUMBER OF PARCELS IS 110) LOCATED IN PORTIONS OF SECTIONS 19, 20, 21, 28, 29, AND 30, TOWNSHIP 4 NORTH, RANGE 11 WEST, M.P.M., DEER LODGE COUNTY, MONTANA.

13. ANY PERMANENT STRUCTURES THAT ARE ON THIS PROJECT AS OF THIS DAY SHALL BE ALLOWED TO REMAIN ON THE PROPERTY.

14. IN THE EVENT IT IS NECESSARY FOR ANY OF THE PARTIES HERETO TO TAKE ANY ACTION TO ENFORCE THE TERMS AND COVENANTS OF THESE PROTECTIVE COVENANTS, IT IS AGREED THAT THE PREVAILING PARTY SHALL BE ENTITLED TO THE REASONABLE ATTORNEY'S FEE INCURRED BY SUCH PARTY.

BOOK 81 PAGE 297

DATED THIS 6th DAY OF ~~MAY~~ JUNE, 1991.

ROCKY MOUNTAIN TIMBERLANDS, INC.,
A MONTANA CORPORATION

BY: _____
WAYNE JOYNER, PRESIDENT

BY: _____
MICHAEL F. HEGG, VICE PRES.

BY: _____
SUSAN P. JOYNER, SECRETARY

CLEAR CREEK INVESTORS, INC.
A MONTANA CORPORATION

BY: _____
DAVID A. GRAUMAN, PRESIDENT

BY: _____
JOHN H. JARDINE, SEC/TREASURER

STATE OF MONTANA)
: ss.
COUNTY OF GALLATIN)

ON THIS 6th DAY OF MAY, 1991, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA, PERSONALLY APPEARED WAYNE JOYNER, MICHAEL F. HEGG AND SUSAN P. JOYNER, KNOWN TO ME TO BE THE OFFICERS OF THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF ROCKY MOUNTAIN TIMBERLANDS, INC.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

_____
NOTARY PUBLIC FOR STATE OF MONTANA
RESIDING AT BOZEMAN, MONTANA
MY COMMISSION EXPIRES: ~~9-27-91~~ 2-1-93

STATE OF MONTANA)
: ss.
COUNTY OF JEFFERSON)

ON THIS 31st DAY OF MAY, 1991, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA, PERSONALLY APPEARED DAVID A. GRAUMAN AND JOHN H. JARDINE, KNOWN TO ME TO BE THE OFFICERS OF THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF CLEAR CREEK INVESTORS, INC.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

_____
NOTARY PUBLIC FOR STATE OF MONTANA
RESIDING AT WHITEHALL, MONTANA
MY COMMISSION EXPIRES: 2-15-94

STATE OF MONTANA) 138380
County of Deer Lodge)

I, hereby certify that the within instrument was filed in my office on the 17th day of June A.D. 1991 at 24 minutes past 11 o'clock A.M., and is recorded on Page___ of Book___ of records of Deer Lodge County, State of Montana. Fee $20.00

_____ County Recorder