

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION is made this 1 day of January 1975, by R. J. Brewer, Robert Cole, and Richard A. Hunt, hereinafter called "Declarants".

RECITALS:

Declarants make this Declaration upon the basis of the following facts and intentions:

A. Declarants are the owners of the following described real property located in Lake County, Montana:

See Exhibit "A" incorporated herein by reference

B. Whereas, Declarants desire to place restrictions, covenants, and conditions upon said real property for the use and benefit of themselves as present owners, and for the future owners thereof.

C. Now therefore, Declarants hereby declare that all the property described above shall be held, sold, and conveyed subject to the following restrictions, covenants, conditions, and easements all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These restrictions, covenants, conditions, and easements shall run with the real property and shall be binding on all parties having or acquiring any right, title, or interest in the described property or any successor in interest of the owners thereof.

ARTICLE I: DEFINITIONS

SECTION 1. "PROPERTIES" shall mean and refer to that certain real property hereinabove described.

SECTION 2. "TRACT" shall mean and refer to any plot of land as originally surveyed or legally described for description of the properties to be evidenced by the conveyance from Declarants with the exception of dedicated streets and road easements. In the event a tract is subdivided, or other than a tract as originally conveyed by Declarants is used as a dwelling location, such location as modified shall thereafter be considered as a Tract. Any recorded document, including a deed, mortgage, or notice of purchasers interest, indicating such change, shall be deemed to establish the modified tract.

SECTION 3. "OWNER" shall mean and refer to the equitable owner, whether one or more persons, or entities, of any Tract which is a part of the Properties, including buyers under a contract for deed and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 4. "DECLARANTS" shall mean and refer to R. J. Brewer, Robert Cole, and Richard A. Hunt, their successors or assigns, if such assigns or successors should acquire more than undeveloped Tract from Declarants for the purpose of development.

ARTICLE II: PROPERTY RIGHTS

SECTION 1. Each Tract shall be subject to such rights of way and easements as the Declarants may grant for installation and maintenance of water-lines, power lines, telephone lines, and roads. The Declarants specifically reserve the right and power to grant such easements.

ARTICLE III: PROTECTIVE COVENANTS

The following protective covenants are designed to provide a uniform plan for the development of the Properties. They shall constitute a covenant running with the land for each Tract within the Properties.

SECTION 1. LAND USE All Tracts in the above described property shall be used for residential and/or agricultural purposes only, except as hereinafter provided. No business, trade, manufacturer, or other commercial activity, except agriculture, shall be conducted thereon. No Tract shall be subdivided so that any residential site contains less than ten (10) acres.

SECTION 2. BUILDINGS. No buildings shall be erected, altered, placed or permitted to remain on any Tract other than a single-family dwelling, a private garage, and related out buildings. No multiple-family dwelling shall be placed on said premises. No temporary structure, trailer, mobile or other portable home, basement, tent, shack, garage, barn, or other out building shall be used as a residence on said premises except as follows: One factory mobile home may be placed on a Tract by an owner only, and used as a temporary residence thereon by owner, pending construction of a permanent single-family dwelling of conventional construction and materials, provided however, that no mobile home shall be allowed to remain upon any Tract and shall be removed therefrom, on or before December 31, 1978. All structures constructed upon any Tract shall be completed as to external appearance within one year of commencement of construction.

SECTION 3. BUILDING SIZE. The ground floor area of the main dwelling house shall be not less than eight hundred (800) square feet for a two story house and one thousand (1000) square feet for a one story house. Declarants shall have the right to permit exceptions to this section provided the proposed house site is in a secluded area or otherwise naturally adapts itself to a non-conforming size and type structure.

SECTION 4. BUILDING LOCATION. No building shall be located on any Tract closer than one hundred (100) feet to any street or roadway easement nor closer than fifty (50) feet to any other property line. The Declarants shall have the right to permit reasonable modifications of this setback requirement, but not to exceed twenty percent (20%) of the setback requirement. No dwelling shall be located in any gully, ravine, or other natural drainage course.

SECTION 5. SIGNS. No advertising signs (except a small "For Sale" sign,) billboards, or unsightly objects shall be erected, placed or permitted to remain on any Tract. Declarants and their assigns are allowed to place reasonable signs within the property to promote its development.

SECTION 6. MAINTENANCE. Each property Owner shall provide exterior maintenance. The premises, improvements, and appurtenances shall be maintained in a safe, clean, neat, and orderly condition. No rubbish or other waste shall be allowed to accumulate on the property. All containers for the storage and disposal of garbage shall be kept in a clean and orderly condition.

SECTION 7. TIMBER. No timber cutting shall be permitted that materially reduces the aesthetic or scenic value for adjacent Tracts. This provision is not intended to preclude clearing of a residential site or providing access thereto.

SECTION 8. ANIMALS. All animals shall be confined within the property of their owner and shall be limited to a point where they do not become a nuisance or annoyance to neighbors. Also the number of animals shall be limited to preclude overgrazing of the land. Further, Declarants will graze the entire area with livestock until a particular tract is individually fenced by a purchaser.

SECTION 9. NUISANCES. No noxious or offensive activities shall be carried on or permitted on any Tract; nor shall the property be used in any way which may endanger the health or safety of, or unreasonably disturb the neighborhood.

SECTION 10. ROAD EASEMENTS. Certain access routes and roads within the properties may be established by easement without being dedicated. The Declarants or their assigns may dedicate such routes and roads.

SECTION 11. UTILITY EASEMENTS. Easements for utilities are reserved for a width of fifteen feet along each side of every Tract.

SECTION 12. SANITARY RESTRICTIONS. The Owner of any property shall comply with all governing laws and regulations relating to water supply, sanitation, sewage disposal, and air pollution.

SECTION 13. COMMON OWNERSHIP AREAS. Areas so designated shall be the responsibility of all Tract owners. These areas are to be administered by the owners to their own best interests. These areas include the Flathead Lake lot, frontage & dock, and the private road.

ARTICLE IV: ENFORCEMENT

These covenants, and all parts thereof, may be enforced by the Declarants, or the owner of any Tract by an appropriate proceeding at law or in equity, and may include proceedings to enjoin the violation and recover damages. Invalidation of any one of the restrictions shall in no way affect other provisions which shall remain in full force and effect. Failure to enforce any provision shall not be deemed a waiver of the right to do so thereafter. The offending Owner is obligated to pay costs of suit including reasonable attorneys fees expended by the Owners or Declarants to enforce this Declaration.

ARTICLE V: TERM

The covenants shall be binding until January 1, 1995, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the Owners of a majority of the Tracts has been recorded agreeing to change the covenants in whole or in part; all changes shall be with the advice and consent of the Lake County Board of Commissioners.

ARTICLE VI: AMENDMENT

These covenants may be amended by an instrument signed by the Owners of two-thirds (2/3) of the Tracts which has been recorded, agreeing to such amendment. Provided, however, that any amendment or addition shall be contingent upon approval of the Lake County Board of Commissioners.

IN WITNESS WHEREOF, this document has been executed the day and year first written above.

R. J. Brewer
R. J. Brewer

Robert W. Cole
Robert Cole

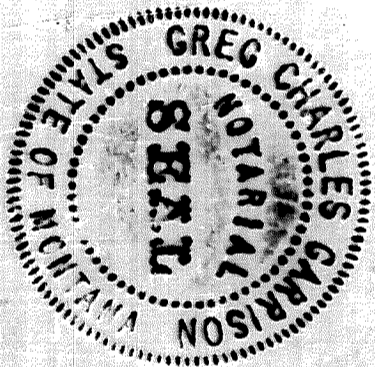
Richard A. Hunt
Richard A. Hunt

STATE OF MONTANA, COUNTY OF BLAKE
RECORDED AT 3:02 O'CLOCK P. M. July 18, 1975
INDEXED FILE 222848 ETHEL M. HARRING RECORDER
FEE 800 BY Gloria A. Wilson DES

STATE OF MONTANA)
) ss
COUNTY OF MISSOULA)

On this 18 day of JULY, 1975, before me undersigned, a Notary Public for the State of Montana, personally appeared R. J. Brewer, Robert Cole, and Richard A. Hunt, known to me to be the persons whose names are subscribed to the within instrument and acknowledge to me that they executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year first above written.



Greg Charles Garrison
Notary Public for the State of Montana
Residing at Missoula, Montana
My Commission Expires May 15, 1978

EXHIBIT "A"

TOWNSHIP 24 NORTH, RANGE 21 WEST, M. P. M:

Section 4: West Half of the Southwest Quarter of the South west Quarter ($W\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$);

Section 9: West Half of the Northwest Quarter of the Northwest Quarter ($W\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}$);
South Half of the Northwest Quarter ($S\frac{1}{2}NW\frac{1}{4}$);
Northwest Quarter of the Southwest Quarter ($NW\frac{1}{4}SW\frac{1}{4}$);
Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$);
North east Quarter of the South west Quarter ($NE\frac{1}{4}SW\frac{1}{4}$);
North Half of the Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$);
Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}SE\frac{1}{4}$);

Section 10: Northwest Quarter of the Southwest Quarter ($NW\frac{1}{4}SW\frac{1}{4}$).

SUBJECT TO easements, reservations, and the right of way apparent or of record.

AMMENDMENT TO COVENANTS

THE BLACK LAKE RANCH - GRAZING LEASE ASSOCIATION

PURPOSE:

It is the purpose of this association to protect and promote the agricultural character and use of the land within the boundaries of the Black Lake Ranch Sub-division. In the interest of efficiency of production and good range management, we the Black Lake Ranch property owners, acknowledge the benefits to be derived by continuing to operate the ranch as one unit. In essence, it is our objective not to alter the use or character of this property from what it has been in the past. In order to achieve these goals, we do hereby found the Black Lake Ranch Grazing Lease Association.

ARTICLE I: MEMBERSHIP

(A) All those persons who purchase a tract of land within the confines of the Black Lake Ranch Sub-division automatically become voting members of the grazing lease association.

(B) All subsequent buyers, heirs, assigns, and etc., automatically assume the right to membership of the original buyer.

ARTICLE II: VOTING

(A) Each Black Lake Ranch tract owner shall have one vote per tract.

(B) A tract is defined as encompassing at least 20 acres of land.

(C) In all votes of the association, the majority rules.

ARTICLE III: MEMBERSHIP FORFITURE

(A) A member may withdraw from participation in the grazing lease association at any time. To do this, the registered tract owner must notify the association and the Lake County Assessors office in writing, of his intention to do so.

(B) The association has 90 days to withdraw any livestock it has allowed on that particular tract.

(C) Any tract owner who withdraws from the association must first fence his entire property before he can demand that the association, or its leasee, remove its livestock.

ARTICLE IV: FENCES

(A) In order to qualify for membership or to continue as a member, a tract owner must not fence his property so as to inhibit the movements of grazing cattle or horses.

(B) If a property owner desires to fence his property, he must apply to the association and obtain its agreement that the said fence is not in conflict with this article.

(C) The association realizes that cross-fencing is a valuable tool in proper range management, and does not intend to limit fencing, consistent with its practice.

(D) A tract owner may, without jeopardizing his membership in the association, fence an area around his home, cabin, or other buildings, or to prevent damage to other property.

(E) The association would encourage its members to fence around all buildings which possess potential hazard to livestock.

ARTICLE V: LEASE PROVISIONS

(A) The association shall appoint a committee who shall negotiate the terms of any grazing lease which shall be consistent with the use and purposes contained herein. The lease, once negotiated, must then be signed by each of the tract owners indicating their acceptance of the terms of the lease and their continued participation in the association.

Dated this 21 day of FEBRUARY, 1976.

State of Idaho, County of Blaine ss. On this 21st day of February, 1976 before me, a Notary Public in and for said State, personally appeared

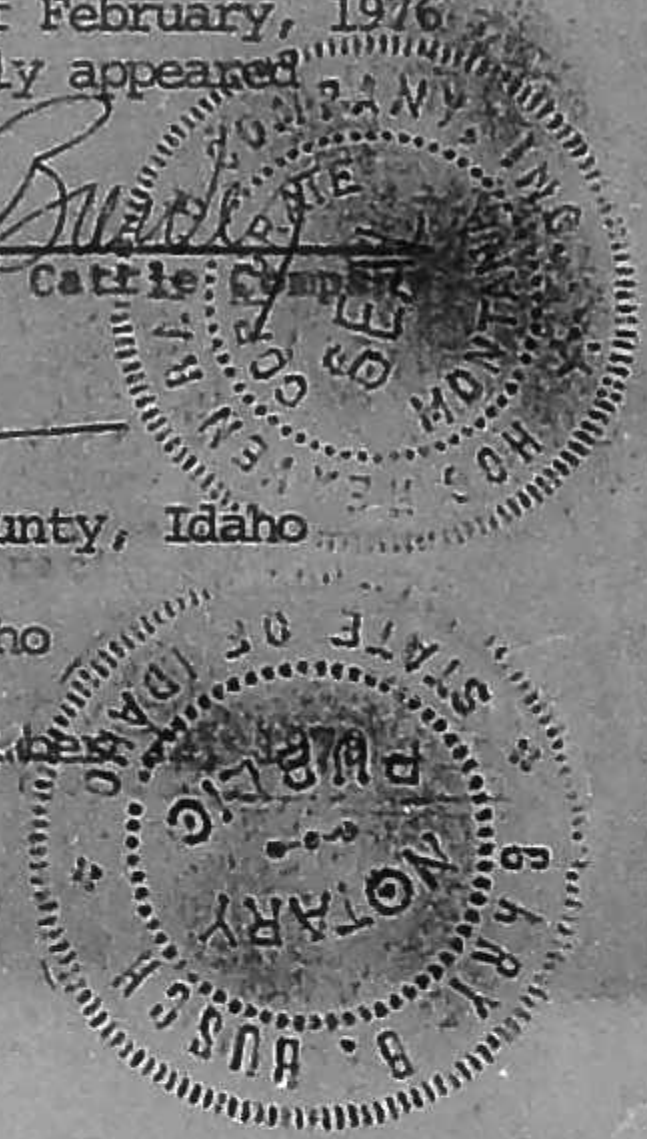
Ronald J. Brewer, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Signed by [Signature]
Hog Heaven Cattle Company

[Signature]
Notary Public for Blaine County, Idaho

Residing at Sun Valley, Idaho

My Commission expires December 31, 1977



STATE OF MONTANA, COUNTY OF LAKE
RECORDED AT 2:06 O'CLOCK P. M. FEB 25 1976
MICROFILE 225952 FILED M. HARDING
BY [Signature]

At: R.J. Brewer, Box 250, Dayton 59914

STATE OF MONTANA, COUNTY OF LAKE
RECORDED AT 4:45 O'CLOCK P M 6:24 77
MICROFILM 235078 ETHEL A. HARDING RECORDER
FEE 4⁰⁰ BY Melody J. Durand DEP.

State of Montana)
County of Lake)^{ss.}

On this 24th day of June, in the year 1977, before me RICHARD P. HEINZ, Notary Public for the State of Montana, personally appeared R. J. BREWER, known to me to be the president of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.



Richard P. Heinz
Notary Public for State of Montana
Residing at Polson, Montana
My Commission expires 12/16/78

APPROVAL OF COVENANTS

It is hereby resolved that the attached Amendment to Declaration of Protective Covenants is approved as presented to us.

DATED: this 17th day of June, 1977.

Commission of Lake County

W. A. Burley
[Signature]
W. S. Ly. Fisher

ATTEST: *Gloria A. Wilson*
Secretary Dep. Clerk & Recorder



High Heaven Cattle Co., Inc.
Box 250, Dayton

AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS

THIS AMENDMENT to Protective covenants dated January 1, 1975, is made and entered into by Hog Heaven Cattle Company, Inc., owner of the following lots, to-wit:

See attached Exhibit "A"

Which lots comprise 2/3 of the ownership of the Black Lake Ranch Subdivision. According to the rules and regulations of the said Protective Covenants, they may be amended by 2/3 or more of the owners of lots in Black Lake Subdivision. Pursuant to the authority granted in the Covenants, Hog Heaven Cattle Company, Inc., hereby amends the Protective Covenants as follows:

W I T N E S S E T H:

In order to clarify Section 13, Article III, Protective Covenants, wherein it states the following:

SECTION 13, COMMON OWNERSHIP AREAS: Areas so designated shall be the responsibility of all tract owners. These areas are to be administered by the owners to their own best interest. These areas include the Flathead Lake Lot, frontage and dock, and the private road.

Hog Heaven Cattle Company, Inc., hereby states that the Flathead Lake Lot, frontage and dock are not located on Lot 1, and a strip of land twenty (20) feet in width lying south of, adjacent to and parallel with the north line of Lot 1, Block 2 of Meeker's DaHama Villa Sites, according to the recorded map or plat thereof, and being a part of said Lot 1, is not the area so designated as the Flathead Lake Lot, frontage and dock. That the following lot is the designated lot,

Lot 11 of Block 2, Meeker's DaHama Villa Sites, Lake County, Montana, according to the official recorded plat thereof on file at the County Clerk's office, Lake County, Montana.

DATED: this 17th day of June, 1977.

▼HOG HEAVEN CATTLE COMPANY, INC.

By:

R. J. Brewer
R. J. Brewer President

