

**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 "the 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:

See Attached Exhibit A - Legal Description

Recorded in the office of the Clerk and Recorder in Lewis & Clark County, Montana on the 13th day of January, 2004; 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 purchase 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 January 13th, 2024. 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 (6) months prior to the end of any such additional period, the persons and entities then affected, (i.e. being those person 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 or 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, the 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/her 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 all 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 and swine. All livestock grazing shall be to current SCS grazing standards.

B. Except with respect to such lots as may be specified 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/her lot so as to cause any public or private nuisance.

7. BUILDING STANDARDS AND RESTRICTIONS:



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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 (24) 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 MISSOURI RIVER RANCH 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 the Declaration shall be deemed to be Members of the MISSOURI RIVER RANCH 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: These covenants, as above set forth, shall be enforced by the Developer until such time as the Missouri River Ranch 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



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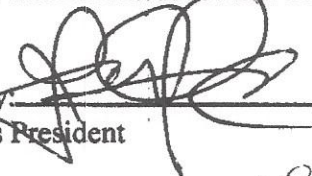
conducted in a manner fair and reasonable and shall provide any alleged violator of any of any covenant fair opportunity to be heard after adequate notice and to be impartially adjudged as to any alleged violation.

If any violation shall be found to exist pursuant to the procedures established under the above constraints, the violator 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 expenses 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 be sale under the laws of the State of Montana. The violator in additional shall be liable for all costs and reasonable attorney 's fees incurred in enforcing the provisions of this Paragraph 10.

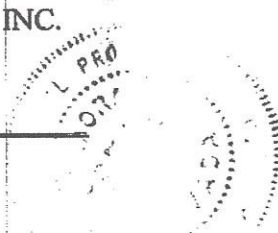
11. ADDITIONAL LAND TO BE SUBMITTED TO COVENANTS: Any person or entity who shall hereafter purchase or contract to purchase or otherwise become a purchaser or grantee of any of the lands described in Paragraph 1 hereof who shall at that time or afterwards be or become the owner of other lands not described 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 13th day of January, 2004.

MONTANA RECREATIONAL PROPERTIES, INC.


By: 
Its President

By: 
Its Secretary-Treasurer



STATE OF MONTANA)
 ss.
COUNTY OF POWELL)

On this 13th day of January, 2004, 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.


Notary Public for the State of Montana



My commission expires: July 12, 2005

STATE OF MONTANA)
 SS.
COUNTY OF POWELL)

On this 13th day of January, 2004, 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.

Michelle A. Hanson
Notary Public for the State of Montana
My commission expires: July 12, 2005



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EXHIBIT A
LAND DESCRIPTION
TRACT A

A tract of land in the S.E. 1/4 of Section 24, T16N, R3W, P.M., M., Lewis and Clark County, Montana, more particularly described as follows; Beginning at the S.E. corner of Section 24, T16N, R3W; thence N 89°13'00" W, a distance of 1847.07'; to the point of curvature of a non-tangent curve, concave to the northwest, having a radius of 1632.45' a central angle of 02°06'49", and a chord of 60.22' bearing N 45°55'28" E; thence northeasterly along said curve, a distance of 60.22' to the point of curvature of a non-tangent curve, concave to the northwest, having a radius of 2111.13' a central angle of 06°00'00", and a chord of 220.98' bearing N 41°47'15" E; thence northeasterly along said curve, a distance of 221.08'; thence N 38°51'09" E, a distance of 100.02'; thence N 38°51'09" E, a distance of 19.20'; thence N 52°53'19" E, a distance of 206.16'; thence N 38°51'09" E, a distance of 88.90'; thence N 38°51'09" E, a distance of 83.33' to the point of curvature of a non-tangent curve, concave to the southeast, having a radius of 2296.69' and a central angle of 03°45'00", and a chord of 150.29' bearing N 40°43'39" E; thence northeasterly along said curve, a distance of 150.32' to the point of curvature of a non-tangent curve, concave to the southeast, having a radius of 1659.91' a central angle of 01°49'27", and a chord of 52.84' bearing N 43°32'34" E; thence northeasterly along said curve, a distance of 52.85'; thence N 33°06'54" E, a distance of 275.92' to the point of curvature of a non-tangent curve, concave to the southeast, having a radius of 1734.91' a central angle of 07°25'12", and a chord of 224.52' bearing N 57°11'09" E; thence northeasterly along said curve, a distance of 224.68' to the point of curvature of a non-tangent curve, concave to the southeast, having a radius of 2371.69' a central angle of 03°45'00", and a chord of 155.20' bearing N 62°41'24" E; thence northeasterly along said curve, a distance of 155.23'; thence N 64°33'54" E, a distance of 83.33'; thence N 64°33'54" E, a distance of 205.50' to the point of curvature of a non-tangent curve, concave to the northwest, having a radius of 11634.16' a central angle of 01°59'01", and a chord of 402.76' bearing N 63°40'08" E; thence northeasterly along said curve, a distance of 402.78'; thence N 73°58'54" E, a distance of 76.38'; thence S 00°04'56" E, a distance of 1483.21' to the POINT OF BEGINNING; said described tract contains 37.43 Acres. Certificate of Survey No. 3050051

Warranty Deed recorded 09/23/03 @ 3:08 pm - Pages 1 & 2 - 3051044 BK M29 - Page 4295

PURPOSE OF SURVEY

THE PURPOSE OF THIS SURVEY IS TO RETRACE THE EXTERIOR BOUNDARIES OF AN EXISTING TRACT OF LAND AND NO ADDITIONAL PARCELS ARE HEREBY CREATED; THEREFORE THIS SURVEY IS EXEMPT FROM REVIEW AS A SUBDIVISION, AND IS ALSO EXEMPT FROM D.E.Q. REVIEW.



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