

DECLARATION OF COVENANTS, CONDITIONS, BUILDING
STANDARDS AND RESTRICTIONS FOR
FOREST PARK RANCHES, INC.

KNOW ALL MEN BY THESE PRESENTS:

That Forest Park Ranches, Inc., a Montana corporation, 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 expected, to those certain covenants, conditions, building standards and restrictions set forth hereinbelow.

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 Forest Park Ranches, Parcels 1 to 39 of Certificate of Survey No. 2453 located in E1/2, NE1/4NW1/4 of Section 20 and W1/2, W1/2NE1/4 of Section 21 Township 13 North, Range 16 West, P.M.M., Missoula County, Montana. TOGETHER WITH a non-exclusive roadway and utility easement as described in Book 230 of Micro Records at Page 291; AND Roadway "B" of Certificate of Survey No. 170, a parcel of ground for road right-of-way purposes located in the E1/2 of Section 18, Township 13 North, Range 16 West, P.M.M., Missoula County, Montana; 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 above described for a term ending December 31, 2007. 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, a majority of the persons then affected (i.e., being a majority of those persons described in paragraph 2, above) 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

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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, salvag., abandoned vehicles or machinery, trash, refuse of any kind, logging slash or any unusable building materials to be store 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.

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.

E. Any person affected by this Declaration who utilizes any area or structure or improvement under or in the vicinity of any existing elevated electrical power line shall do so at his sole and exclusive risk of damage or injury to persons, animals or property.

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.

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.

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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 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 road-bed 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 the 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 FOREST PARK 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 and be deemed to be Members of the FOREST PARK 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 Forest Park 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 consti-

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tute 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.

IN WITNESS WHEREOF, the Developer has executed this Declaration on the 6th day of March, 1987.

FOREST PARK RANCHES, INC.

By: [Signature]
Its President

By: Roberta A. Moche
Its Secretary-Treasurer

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS.

On this 6th day of March, 1987, before me personally appeared Roberta A. Moche to me personally known, who being by me duly sworn, did say that she is the Secretary-Treasurer of Forest Park Ranches, 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 Roberta A. Moche acknowledged the instrument to be the free act and deed of the corporation.

Betty Heiken Karlula
Notary Public, First Judicial Circuit
State of Hawaii

My commission expires: 3-16-87

NOTARY PUBLIC
STATE OF MONTANA
COUNTY OF POWELL)
SS.

On this 16 day of April, 1987, before me personally appeared James Lane to me personally known, who being by me duly sworn, did say that he is the President of Forest Park Ranches, 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 Lane acknowledged the instrument to be the free act and deed of the corporation.

Judy Hoge Baker
Notary Public, State of Montana

My commission expires:

NOTARY PUBLIC for the State of Montana
Residing at Deer Lodge, Montana
My Commission Expires May 13, 1983

8707113

I received and filed this instrument for record on the day of April, 1987, at 4:41 PM and it is recorded in Vol. 258, on Page 1105. Micro Records of the County of Missoula, State of Montana, Witness my hand, Fern Hunt, County Recorder, at Missoula, State of Montana, on Dec. 17th, 1987. Return: 210 Milwaukee Ave., Deer Lodge, MT 59622

87 APR 16 PM 4 41

DECLARATION OF EASEMENTS AND RIGHTS-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That FOREST PARK RANCHES, INC., a Montana corporation, having its business address at 210 Milwaukee Street, Deer Lodge, Montana, hereafter called "Grantor", does hereby make, provide and grant to the Grantees below identified those certain easements, rights-of-way and privileges hereafter described.

1. GRANTEES: All persons and entities who shall now be or hereafter become purchasers not in default, grantees, owners and lessees of portions of the lands described in EXHIBIT A, attached hereto and incorporated herein by reference, are herein collectively referred to as "Grantees". The lands as a whole, described in EXHIBIT A, are hereafter referred to as the Forest Park Ranch.

2. DESCRIPTION OF ROADWAY EASEMENTS: Each lot of the Forest Park Ranch shall have appurtenant thereto access by way of an easement and right-of-way for nonexclusive use sixty (60) feet in width. As of the date hereof, the location of certain said easements has not been determined. Grantor reserves the right to determine the location of all such nonexclusive access easements, the centerlines of which shall, insofar as practicable, coincide with the boundaries between lots in the Forest Park Ranch. Grantor shall consider, in determining such location, the topography and soil conditions of the lands concerned. Grantor represents that although certain roads and roadways already exist within the Forest Park Ranch, and Grantor, solely within its discretion, may choose to build or improve certain roads, the Grantor is under no obligation to do so. The Grantor further represents that by sale of any lot with reference to any plat or map which may contain easement designations for roadway purposes or which may show actually existing roads, Grantor does not expressly or impliedly covenant or agree to build, improve or maintain any roads or roadways within the Forest Park Ranch.

3. USE OF ROADWAY EASEMENTS: The above-described roadway easements shall be used in common with Grantor and all Grantees for ingress and egress for all purposes to and from their respective lots, for the construction, repair and maintenance of roadbeds and road surfaces which exist or may be placed thereon, for the use, construction, maintenance and repair of utility lines, pipelines, water storage facilities, wells and springs together with all apparatus associated therewith and for all transportation uses by Grantor, Grantees and their respective employees, families and guests.

4. GRANTS AND RESERVATIONS OF EASEMENTS AND RIGHTS-OF-WAY: Grantor hereby grants to Grantees a perpetual, nonexclusive easement and right-of-way in, over, under and across the said roadway easements for the purpose and uses set forth hereinabove in common with Grantor and all other Grantees. Grantor reserves unto itself its rights as expressed elsewhere in this instrument.

5. CONSTRUCTION AND MAINTENANCE OF ROADS: Grantor shall not be responsible for the construction, repair or maintenance of any roadway or right-of-way within Forest Park Ranch. Nor shall Grantor be liable to any Grantee or third person for damages arising from the use, construction, repair, maintenance or the locating of any easement, right-of-way or road.

6. USE OF ASSESSMENTS: Monies received by way of any assessments from the Grantees shall be used by the Forest Park Landowners Corporation solely for subdivision purposes, including, without limitation, road and right-of-way maintenance.

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7. RESERVATION OF RELOCATION RIGHTS: Grantor hereby expressly reserves the right to determine the location of all roadway easements and to relocate the same wherever the Grantor shall deem necessary or advisable by reason of topography and/or soil conditions.

8. RESERVATION OF GRAZING RIGHTS: The Grantor reserves the right to graze any lot within Forest Park Ranch until such lot shall be fenced in accordance with law.

9. FENCING: Any Grantee desiring to maintain livestock on his lot shall at his own expense contain the same with fencing and/or cattle guards (which cattle guards shall be at least 14 feet in width), such fencing to conform fully to the laws of the State of Montana, whether or not the lot shall be now or hereafter included in any herd district. All fencing shall be located at least 30 feet from the centerline of any roadway easement designated pursuant to this covenant.

Any and all cattle guards and fences shall be so designed, constructed and maintained with appropriate gates for livestock passage as to permit the free passage and flow of vehicular and livestock traffic over and across all roadway easements without interference with the property abutting such roadway easements.

10. SUCCESSION AND APPLICABILITY: The grants and reservations made herein shall run in favor of and be binding upon the Grantor and Grantees and its and their respective heirs, executors, personal representatives, administrators, successors in interest and assigns, perpetually, and such easements and reservations as are hereby granted and reserved are covenants running with the land.

11. WAIVER OF GRANTOR'S RIGHTS: Grantor may at any time after the recording of this instrument waive, release or transfer to any Grantee or to the Forest Park Landowners Corporation (or its successors) any of the rights, reservations and privileges retained by Grantor herein. Grantor shall not expand nor enlarge such rights and privileges. No such waiver, release or transfer shall be valid unless reduced to writing executed by Grantor or its successors in interest nor shall any such waiver, release or transfer operate to confer any rights or privileges not contained herein upon any other Grantee or entity who or which is not the recipient of any such waiver, release or transfer.

12. SUCCESSION: The rights, privileges, obligations and benefits created by this instrument shall be binding upon and inure to the benefit of the Grantor and Grantees and to the respective heirs, executors, personal representatives, administrators, permitted assigns and successors in interest of the Grantor and Grantees.

13. NUMBER AND GENDER: As used in this instrument, the singular shall include the plural and the masculine shall include the feminine and neuter wherever the sense thereof is indicated.

14. RECORDING: This Declaration shall be recorded in the Office of the Clerk and Recorder, County of Missoula, State of Montana. It shall be binding upon Grantor, Grantees and all persons claiming under them and shall affect all lands described on EXHIBIT A. From and after the date of recording, the provisions herein shall be incorporated into all other instruments affecting any of the lands described in EXHIBIT A by referring to the Book (Film) and Page Numbers in which this Declaration shall be recorded.

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IN WITNESS WHEREOF this instrument is executed on this 6th day of March, 1987, by the Grantor by its duly authorized officers.

FOREST PARK RANCHES, INC.

By: [Signature]
Its President

By: Roberta A. Moche
Its Secretary-Treasurer

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 6th day of March, 1987, before me personally appeared Roberta A. Moche to me personally known, who being by me duly sworn, did say that she is the Secretary-Treasurer of Forest Park Ranches, 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 Roberta A. Moche acknowledged the instrument to be the free act and deed of the corporation.

Betty Heiken Karlula
Notary Public, First Judicial Circuit
State of Hawaii

My commission expires: 3-26-1991

HAZEL)
STATE OF MONTANA)
) SS.
COUNTY OF POWELL)

On this 16 day of April, 1987, before me personally appeared James Lane to me personally known, who being by me duly sworn, did say that he is the President of Forest Park Ranches, 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 Lane acknowledged the instrument to be the free act and deed of the corporation.

Judy Hazelbaker
Notary Public, State of Montana

My commission expires:

NOTARY PUBLIC for the State of Montana
Residing at Deer Lodge, Montana
My Commission Expires May 13, 1989

EXHIBIT A

Parcels 1 to 38 of Certificate of Survey No. 2453 located in E1/2, NE1/4NW1/4 of Section 20 and W1/2, W1/2NE1/4 of Section 21 Township 13 North, Range 16 West, P.M.M., Missoula County, Montana. TOGETHER WITH a non-exclusive roadway and utility easement as described in Book 230 of Micro Records at Page 291.

AND

Roadway "B" of Certificate of Survey No. 170, a parcel of ground for road right-of-way purposes located in the E1/2 of Section 18, Township 13 North, Range 16 West, P.M.M., Missoula County, Montana.

8707120

I received and filed this instrument for record on the 16 day of April, 1982 at 4:48 P.M.
and it is recorded in Vol. 258, on Page 1109 Micro Records of the County of Missoula, State of
Montana. Witness my hand, Fern Hart, County Recorder, By Deer Lodge Deputy.
Doc. E Fee 20.00 Pd. ck Return: Deer Lodge State Ranches
210 Milwaukee Ave.
Deer Lodge, MT 59722

8707120 APR 14 1982