

PROTECTIVE COVENANTS

Lots 1 to 309

The Shining Mountains

Virginia City Ranches Tract

KNOW ALL MEN BY THESE PRESENTS:

The Shining Mountains North, a Limited Partnership (Declarant), is the owner of that certain property described as The Shining Mountains, Virginia City Ranches, as shown by the plat thereof recorded in the records of Madison County, Montana. Declarant intends to sell, dispose of and convey sites as set forth and delineated on such plat, and desires to subject all of said lands and sites comprising said lands to the protective covenants, conditions, restrictions and reservations hereinafter set forth and referred to as "covenants".

NOW THEREFORE, with prime consideration for the ecology and esthetics of the property, Declarant does hereby establish a general plan for the protection, maintenance, development and improvement of said land and such covenants are for the mutual benefit of all sites now comprising said land, and Declarant has fixed and does hereby establish the covenants upon said land for the mutual benefit of the sites comprising said property and of each owner thereof, and such covenants shall run with the land and shall inure to and pass with each and every parcel or site therein, and shall apply to and bind the respective owners, their successors and assigns.

SAID COVENANTS ARE AS FOLLOWS:

1. Said land shall be used for residential purposes only. No building erected on said land shall be erected nearer than thirty (30) feet to any boundary along a street, or nearer than twenty-five (25) feet to any of the other boundary lines of said lot. For the purpose of this covenant, eaves, steps and open porches and carports shall be considered as a part of the building.

2. Declarant has caused a non-profit corporation to be formed, The Shining Mountains Virginia City Ranches Assoc., to administer all matters regarding surface water rights; location and procedures applicable to the drilling of water wells within the various easements; overseeing and maintaining of all common areas, including the upkeep, grading and maintenance of the major traverse roads, the existing ranch fencing around the perimeter of the property, and the exterior lighting at each residence or outbuilding, overseeing, maintaining and stocking the lakes, streams and other water bodies within the property with trout; the receipt and expenditures of monies through such entity; and architectural approval after January 1, 1985, or if sooner provided.

3. Plans of all structures and other types of housing that are to be built or placed on the parcels including exterior lighting must be approved by the General Partner of Declarant. Said General Partner will have the right to grant exceptions to the architectural covenants contained herein. On January 1, 1985, unless sooner relinquished by the General Partner, The Shining Mountains Virginia City Ranches Association shall automatically succeed to the rights, powers and duties of said General Partner regarding the architectural covenants contained herein.

4. No main residential structure (i. e., on-site constructed, pre-fabricated or mobile home) shall be permitted on any lot, the habitable floor space of which, exclusive of basements and garages, is less than 600 square feet.

5. Appropriate ancillary buildings with no minimum dimensions, in keeping with the architecture of the principal buildings shall be permitted with approval of the The Shining Mountains Virginia City Ranches Assoc.

6. No trailer, camper or comparable recreational vehicle, or other form of camping accommodation shall be placed upon the premises in other than a temporary manner. Such facilities, when applicable, shall retain a status as vehicles and must be duly licensed as such and shall not be permitted to remain unoccupied on the premises in excess of thirty (30) days in any one year unless housed in an approved structure.

7. Any building erected upon any of said lots which is constructed of wood, stucco, cement, or metal, shall be painted or stained on the exterior or shall have the color mixed in the final coat.

8. Once construction shall have been initiated on any structure, including walls, fences, residence, ancillary buildings or other structure, construction of that particular structure, wall, fence, residence, ancillary building or other structure shall be completed within one (1) year of the time such construction was initiated. Such time periods may be extended under unusual circumstances at the discretion and with the written approval of The Shining Mountains Virginia City Ranches Association.

9. Said land shall not be occupied or used for any noxious or offensive activity and nothing shall be done or permitted to be done on said lands which is a nuisance or might become a nuisance to the owner or owners of any of the surrounding lands, including the disposal of trash.

10. All zoning and other laws, rules and regulations of any government under whose jurisdiction said land lies are considered to be a part and enforceable hereunder and all owners of said lands shall be bound by such laws, rules and regulations.

11. Buyer agrees to be bound by each and all easements, including canal easements, if any, and rights of way of record or in existence.

12. Declarant reserves unto itself all metals, minerals and all petroleum, natural gas and hydro-carbon in or under said land.

13. No property conveyed shall consist of less than 5+ acres and no property so sold shall subsequently be subdivided into tracts of less than 5+ acres.

14. Enforcement of these covenants shall be by proceedings at law or in equity to restrain violations or to recover damages against any person or persons violating or attempting to violate any covenant, and the benefits of these covenants shall be enforceable by the Declarant and all owners of land divided from The Shining Mountains North.

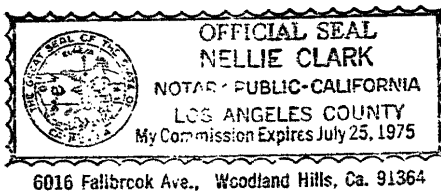
THE SHINING MOUNTAINS NORTH

April 19, 1973

By Don Mallas General Partner  
DON MALLAS, General Partner

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES) ss

On April 19, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared DON MALLAS known to me to be the General Partner of the Partnership that executed the within instrument and acknowledged to me that such Partnership executed the same.



Nellie Clark  
Notary Public, California, County of Los Angeles  
My commission expires July 25, 1975

Filed for record on the 27th day of  
April A. D. 1973 at 9:00  
o'clock A.M. and recorded in Volume 237  
of RECORDS on Page 773-775,

Recorded of Middlesex County, California  
By Therese P. Malabar  
County Recorder  
Fee \$ 6.00 Return to \_\_\_\_\_

C. L. JONES  
City