

PROTECTIVE COVENANTS

The undersigned, MIKELSON LAND CO., a Montana corporation with its principal place of business at Billings, Montana, herein called "Developer", is presently engaged in the development of a recreation area, with sites therein for the location of dwellings, known as Hawk Valley Ranch, in Sections 23, 24 and 25, Township 3 South, Range 19 East, M.P.M., Stillwater County, Montana, a precise description of which and the boundaries of which are set forth on the Certificate of Survey of said area filed for record in the office of the Clerk and Recorder of Stillwater County, Montana, on October 5, 1973, as Document # 208791.

The developer and owner of said area has therefore executed these protective covenants, which shall be applicable to all of said area.

GENERAL PROVISIONS

1. Rules, regulations and guidelines established by the County Commissioners of Stillwater County, Montana, and by the Stillwater City-County Planning Board, insofar as applicable, shall apply to the said Hawk Valley Ranch, but the owner reserves unto itself and its successors, the power to establish by any appropriate means, rules and regulations, not inconsistent with those of the said County Commissioners and Planning Board or any other public agency, relating to the use and occupancy of said area, including specifically rules and regulations establishing standards more restrictive than minimum standards established by any public agency.

2. The indication or identification on said plat of access roads and trails is not a dedication of such road or trails to the public, and such roads or trails shall remain private roads and trails for the use only of the developer of said area and the owners of land located within said area, their guests and permittees, including, when necessary in the performance of their duties, public officials and employees and volunteers engaged in preservation and maintenance of life, health, property and the conservation of fauna and flora. Maintenance and improvement of

any such road or trails shall be the responsibility solely of the owner or owners of the lots, access to which is available over such road or trail, and the undersigned developer and initial owner shall have no responsibility with respect to any such road or trail, except that the developer shall initially, by dozer or other appropriate equipment, open an unimproved primary road or trail, passable for automobiles, leading to the vicinity of each lot, but the opening, improvement and maintenance of lateral roads or trails from such primary road or trail to a specific building site shall be the responsibility of the owner of such lot.

3. In order to prevent soil erosion and other damage, the developer may require the installation by the owner of a lot of culverts of size and material approved by the developer on any road or trail used for access to such site, and if such road or trail provides access to more than one lot site, the developer may require the several owners to share the cost of installation.

4. Each lot shall be subject to such rights of way and easements as the developer Mikelson Land Co. may grant for installation and maintenance of power lines, telephone lines and other utilities. The developer, Mikelson Land Co. specifically reserves the right and power to grant such easements. Installations for utility lines, including electric power and telephone lines, shall be at the expense of the lot owner.

5. Any wells or water systems shall be drilled, installed and maintained at all times in accordance with all applicable rules and regulations of any public agency and in accordance with any rules established by developer not inconsistent with such rules and regulations of the public agency or with provisions of these protective covenants.

6. The owners of two or more building sites may join together in the installation and maintenance of domestic water supply facilities for their joint use, so long as all applicable rules and regulations of any public agency with respect to said system are complied with and so long as there is compliance with the provisions of any other applicable rules established by the developer.

7. Except to the extent necessary during the period actual construction is diligently pursued, no building site shall be used as the location of any structure, temporary or permanent, until there is installed for the use of such building site a sanitary sewage disposal system, consisting of septic tank and disposal field and related facilities, or acceptable substitute facilities. Under no circumstances shall there be constructed or maintained any outside privy or toilet.

8. There shall be no incineration or burning of garbage, trash or other waste or debris on any building site or on the common use area. All such waste materials, except that which may be cleanly and efficiently disposed of through the use of sanitary sewer systems shall be hauled for disposition to the Stillwater County garbage and trash disposal dump at Columbus, Montana; or to such other publicly maintained and operated place of disposition as may be convenient, or shall be disposed of in such other manner as may be designated by the developer.

9. No livestock, other than horses, shall be maintained on any lot but this shall not be construed to preclude the maintenance on a building site of one or more domestic pets, if maintained within a structure or building approved for that purpose by the developer, and on such conditions as the developer may impose.

10. Except in an emergency situation when necessary for the preservation of life or property, the discharge of firearms within the boundary of any building site is prohibited.

11. Snowmobiles and trail bikes shall not be used within the development area except in accordance with rules established by the developer, and absent rules permitting such use, the use is prohibited.

12. Except to the extent permitted by the developer to enable the building of structures and improvements on a building site, there shall be no cutting of timber located on a building site.

PERMISSIBLE USES AND STRUCTURES

13. No portion of a lot shall be used except for a use or purpose herein specifically permitted, and no structure shall be erected or maintained on any lot except a structure herein specifically permitted.

14. Any structure hereafter to be erected shall be commenced within 30 days after equipment and/or materials to be used in the construction thereof are moved onto location, and all construction shall be pursued with reasonable diligence and shall be completed within not less than 365 days, unless the time for completion is extended by the developer. No uncompleted structure shall be used as a habitation. Facilities such as trailers, campers and mobile homes shall not be parked or maintained on any lot except with the written consent of the developer, and then only subject to such conditions as the developer may specify with respect to the use and occupancy of such facilities.

15. No building site shall be used as a location or site for the conduct of any commercial or industrial enterprise or activity. Without the written consent of developer, no building, sign, structure or other improvement including fences, shall be located on or commenced on any lot, except such as are approved in writing in advance by developer in respect of location, design, size, materials and intended use. Developer will not arbitrarily withhold approval, but instead will apply to all lots, without discrimination, only such restrictions and restraints as developer may deem appropriate to secure harmony between the buildings, structures and improvements and the natural surroundings

and terrain, and to avoid offensive or irritating or annoying sights, smells or sounds, and to avoid pollution of air, water or terrain. In general, developer will permit only a single family dwelling unit, and structures incident thereto, including accomodation for guests. The single family dwelling unit shall contain not less than 480 square feet of living area, excluding porches.

ENFORCEABILITY

16. These covenants and the restrictions, conditions and limitations herein contained shall run with the land and shall be binding upon the present owners and all subsequent owners of any portion of the area included within the aforesaid plat. The grantee of any portion of said property covenants and agrees by the acceptance of a conveyance, faithfully to observe and comply with the said restrictions, conditions, and limitations applicable thereto.

17. Any provision herein may be enforced by any owner of any portion of the area included within the plat, or by the developer, either by an action for damages arising out of a violation, or by an action to restrain or threatened or prospective violation or to restrain a continuing violation or in any other manner permitted by law. In any action of any kind for the enforcement of these restrictions, if the relief prayed for is granted in whole or in part, the applicant for relief shall be entitled to recover necessary costs of the action, including attorney fees.

18. This document shall be effective upon the recording hereof in the office of the Clerk and Recorder of Stillwater County, Montana.

IN WITNESS WHEREOF, the undersigned have executed this declaration this 5 day of October, 1973.

MIKELSON LAND CO.

Attest:

Jeanne M. Mikelson
Secretary

By H. J. Mikelson President

(Corporate Seal)

STATE OF MONTANA)
 : ss.
County of Yellowstone)

On this 5 day of October, 1973, before me, a Notary Public for the State of Montana, personally appeared R. A. MIKELSON, known to me to be the President of MIKELSON LAND CO., the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

Carrie Noble
Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires 4-23-74

(SEAL)