

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This declaration is made this 20th day of April 1983, by the undersigned, hereinafter called "Declarant".

R E C I T A L S :

Declarant makes this declaration upon the basis of the following facts and intentions:

1. The Declarant is the owner of the following described real property located in Yellowstone County, Montana:

Township 1 North, Range 23 East, of the Principal Montana
Meridian, in Yellowstone
County, Montana

Section 21: All

Section 22: All

Section 28: All

Section 20: NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 27: All

Except that part included in Certificate of Survey #1049

Except that part included in Certificate of Survey #1190

Except that part included in Certificate of Survey #1905

Except that part included in Certificate of Survey #1925

Except that part included in Certificate of Survey #2020

That part of the SE $\frac{1}{4}$ of Section 17, Township 1 North, Range 23 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as follows:

Beginning at the Southeast Corner of said Section 17,
thence due North on the east line of said Section 17, 1565 feet;
thence South 80° West 972 feet;
thence South 41° West 820 feet;
thence 23° 15' West 734 feet to the south line of said Section 17;
thence due East 1825 feet to the point of beginning;

containing 2,767 acres, including the real property described in Certificate of Survey No. 2184, recorded as document 1264905 in the office of the County Clerk and Recorder, Yellowstone County, Montana, hereinafter called "property".

2. Declarant desires and intends to place covenants and restrictions on the property for the benefit of the owners of the property.

3. NOW, THEREFORE, Declarant hereby declares that the property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

DEFINITIONS

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4. "Tract" shall mean each of the approximately 20-acre divisions as contained in Exhibit "A".

5. "Property" shall include all tracts, parks and any and all other land contained within the real property description contained in Paragraph 1 of this Agreement.

GENERAL CONDITIONS

6. No noxious or offensive activities shall be carried on, nor shall anything be done on the property which may become an annoyance or a nuisance to the owners of any of the property.

7. There shall be no incineration or burning of garbage, trash or other waste or debris on the property. 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 Yellowstone County, Montana garbage and trash disposal dump or to such other publicly maintained and operated place of disposition as may be convenient.

8. Fireworks of every type are prohibited on the property.

9. Use of snowmobiles and motorcycles are comparable vehicles except for purposes of ingress and egress, and normal ranching and farming activities is prohibited on the property, excepting on individually owned tracts.

10. Use of motor vehicles, except as otherwise permitted, or as required in normal farming and ranching activities, shall be confined to existing or designated roadways.

11. No tract or any part of the property shall be used as a location or site for the conduct of any commercial or industrial enterprise or activity. No building, sign, structure or other improvement including fences, shall be located on or commenced on the property except as such structure or improvement is in harmony with the existing buildings, structures, and improvements and the natural surroundings and terrain, and does not create or result in any offensive, irritating or annoying sights, smells or sounds, and does not create or result in the pollution of air, water or terrain. This provision shall not be construed to prohibit normal and usual farming or ranching activities.

No swine shall be maintained on any lot but this shall not be construed to preclude the maintenance on a building site of other animals, such as horses, cattle, sheep, chickens, goats, rabbits or one or more domestic pets, if maintained within a structure or building approved for that purpose by the developers, and on such conditions as the developers may impose.

12. No trailers, mobile homes or other living conveniences, nor boat trailers, boats, camping trailers, or other comparable mobile devices shall be situated or parked on any tract unless properly housed or screened from sight of the road and adjoining tracts.

13. Television, radio, and other antennae are to be located so as to be inconspicuous.

14. Any structure erected on said land shall be of new construction and no structure or structures shall be moved onto said premises, without express consent of developer. No main dwelling or other structure intended for use or occupancy by individuals shall be constructed without an adequate septic tank or sewage disposal system, and no outhouse or privy shall be permitted or maintained on any tract. Any septic tank or sewage or waste disposal system and any private water supply system including wells, shall be located, installed and maintained at all times in compliance with standards established by the Montana State Board of Health and by any other governmental agency with jurisdiction. This provision shall not be construed to prohibit the construction of a guest house without a sewage disposal system where the guest house is located near a main dwelling and is intended for occasional and intermittent use.

15. Installations for utility lines, including electric power and telephone lines shall be underground and installed at the expense of the owner of the tract served.

SUBDIVISION

16. No tract shall be subdivided smaller than 5.0 Acres.

PERMISSIBLE USES AND STRUCTURES

17. Any structure to be erected on any portion of the property shall be commenced within 30 days after equipment and/or materials to be used in the construction thereof are moved onto the location and all construction shall be pursued with reasonable diligence.

18. Living units on tracts shall be permitted at the ratio of one single-family dwelling unit per five (5) acres. No structure shall be erected, altered, placed or permitted to remain on any tract other than a dwelling or dwellings required for one or two families, and structures associated with the dwelling or dwellings providing for the exclusive recreational use, provided, however that dwellings accomodating more than two families, or more than two single-family dwelling units, may be constructed upon compliance with all of the following conditions:

- (a) Such dwelling or dwellings may be constructed only if two or more tracts are combined and such structure may not contain more than one dwelling unit per 5 acres.
- (b) Such combination shall not be permitted unless the tracts are owned by single ownership, or if multiple owners by undivided interest, and such combinations will be permitted only so long as ownership continues in single ownership, or the interests of multiple owners remain undivided.
- (c) Such combination shall not be permitted except as to contiguous or adjacent tracts.

A 20 acre tract can be further subdivided but in no event smaller than 5.0 acres.

EXTERIOR MAINTENANCE

19. Each tract owner shall provide exterior maintenance upon his tract and any structures thereon, including painting and repairing the structures, maintaining the grounds to prevent weeds, underbrush and other unsightly growth, and not permitting refuse piles or other unsightly objects to accumulate on the grounds. In providing exterior maintenance, colors and landscaping plans shall be utilized that are harmonious with generally accepted concepts for desirable home and recreational areas.

ACCESS EASEMENT

20. Each tract shall be subject to an easement of necessity in favor of any other tract, to grant to the tract being served the right of ingress and egress to and from existing and future roads over and across the servient tract. This easement shall not entitle any person to construct any improvements on the servient tract without the consent of the owner. This easement shall be limited to a strip of land to be used solely for access, and not greater than 15 feet in width, between the tract being served and the nearest road or drive, reasonably located as determined by the owner of the servient tract, so as to minimize the inconvenience to both owners, consent shall not be unreasonable withheld.

21. The indication or identification on said plat of access roads is not a dedication of such roads to the public, and such roads shall remain private roads 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 roads shall be the responsibility solely of the owner or owners of the lots, access to which is available over such roads, and the undersigned developer and initial owner shall have no responsibility with respect to any such roads, except that the developer shall initially, by dozer or other appropriate equipment, open an improved road passable for automobiles, leading to the vicinity of each lot, but the opening, improvement and maintenance of lateral roads or trails from such primary roads to a specific building site shall be the responsibility of the owner of such lot, existing and future roads may differ from Certificate of Survey and amendments shall be filed in Yellowstone County, Montana to show exact placement of roads. In order to prevent soil erosion and other damage, the developer may require the installation by the owner of a lot, 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.

UTILITY EASEMENT

22. Each tract shall be subject to an easement in favor of any other tract as is necessary to provide utility service to each tract, including, but not limited to electric power and telephone lines, sewer and water lines, and other utility lines.

ENFORCEMENT

23. These covenants and restrictions, conditions, limitations and easements 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 in the property for a term of 25 years from the date this declaration is recorded, after which time such covenants shall automatically be extended for successive 10 year periods, unless an instrument is recorded, signed by the owners of 60% of the area of all the property, agreeing to revoke or amend this declaration in whole or in part. This declaration may be amended during the first 25-year period by an instrument signed by the owners of not less than 75% of the area of property. Any amendment must be recorded.

24. The grantee of any portion of the property covenants and agrees by the acceptance of a conveyance, faithfully to observe and comply with these restrictions, conditions, limitations and easements applicable thereto.

25. Any provision herein may be enforced by any owner of any portion of the property, either by an action for damages arising out of a violation, or by an action to restrain a 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.

IN WITNESS WHEREOF, the undersigned has executed this declaration the day and year first herein written.

HIDDEN VALLEY RANCH

James R. Reger
Harold Fuchs
Thomas G. Straight
George Frank

STATE OF MONTANA)
 : ss.
 County of Yellowstone)

On this 11 day of May, 1983, before me, the undersigned, a Notary Public for the State of Montana, personally appeared THOMAS G. STRAIGHT, HAROLD FUCHS, JAMES R. REGER and GEORGE FRANK, known to me to be the partners of HIDDEN VALLEY RANCH, that executed the within instrument and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

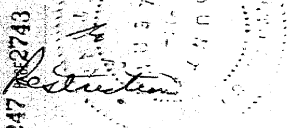
(SEAL)

L. Anne E. Belmer
 Notary Public for the State of Montana
 Residing at Billings, Montana
 My commission expires 12-19-84

1264906

Hedden Valley Ranch

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of s # 2184

STATE OF MONTANA, } ss.
County of Yellowstone, }
I hereby certify that the within in-
strument was filed in my office for
record on this MAY 12 1981

Day of 19

at 3:57 o'clock P M, and in

Book 1247 on

Page 2237

Witness my hand and official seal

MERRILL H. KLUNDIE

County Clerk & Recorder

[Signature]

*12⁰² Hedden Valley Ranch
Box 1782 Bleg*

ARTICLES OF ASSOCIATION AND AGREEMENT OF
HOMEOWNERS' ASSOCIATION FOR
HIDDEN VALLEY RANCH

I.

Purposes

The undersigned, Cottontail Ranch Partnership, a Montana partnership; George Frank, d/b/a Hidden Valley Ranch Company; Loren Torkelson; Melanie Lavonne Frank; Sara Lynn Frank; Patrick M. Gallagher; and Walter D. Scotson and Linda Scotson, are owners of the following described real property, to wit:

That part of Sections 17, 20, 21, 22, 27 and 28, Township 1 North, Range 23 East, of the Principal Meridian, Yellowstone County, Montana, described as Tracts 1, 2, 3, 4, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 37, 40, 46, 47, 48, 49, 50, 51, 52, 54, 55, 57, 58, 59, 60, 61, 62, 63, 64, 69A, 70, 71, 79, 80, 81, 82, 84, 88, 89, 90, 92, 93, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136 and 137 of Certificate of Survey No. 2184 on file in the office of the Clerk and Recorder of said County under Document #1264905.

and

That part of Sections 17, 20, 21, 22, 27 and 28, Township 1 North, Range 23 East, of the principal Meridian, Yellowstone County, Montana, described as Tracts 42A, 78A, 94A, 95A, and 96A of Amended Tracts 5A, 6, 32, 33, 34, 35A, 36A, 41, 42A, 43, 44, 45, 65, 66, 67, 68, 69A, 72, 73, 74, 75, 76, 77, 78, 91B, 94, 95, 96, 97A, 98A and 99A of Certificate of Survey No. 2184 on file in the office of the Clerk and Recorder of said County, under Document #1276877.

Said above individuals are the owners of real estate known as Hidden Valley Ranch, and do hereby create the Homeowners' Association, for the following uses and purposes:

Section II: Purposes and Objects. The purposes and objects of the establishment and creation of the Homeowners' Association of Hidden Valley Ranch are as follows:

- (a) The Association shall be responsible for and provide for all necessary maintenance and upkeep of roads and have the right to improve or plow said roads as the need may arise. Except for emergency repairs, no work will be done without approval by the Association at the annual or a special meeting of the Association.
- (b) In the event that the Homeowners' Association should desire to vote additional purposes to be provided for by the Homeowners' Association, the Association may do so upon a vote of two-thirds (2/3rds) of the owners of the tracts, and the purposes thereafter established by a vote of two-thirds (2/3rds) of the owners shall be binding upon all owners in the Association and shall be subject to levies for the payment of the same as hereinafter provided for.

- (c) Maintenance of Lot: The owners of the Association recognize that the owners are desirous of constructing residences upon the tracts in Hidden Valley Ranch and maintaining it as an attractive, desirable place to live and, therefore, it shall be the duty of each tract owner to maintain his tract free and clear of weeds, debris, trash and garbage, and in the event that a tract owner shall fail to do so, then the Association shall have the right to have the said tract cleaned, mowed, trash and other debris removed and the cost of the same shall be assessed against the tract owner.
- (d) The Association shall have the right to exercise any and all powers that may be delegated to it from time to time by a majority of the owners in Hidden Valley Ranch as well as powers herein expressly given.
- (e) Assessments for expenses incurred shall be billed periodically as decided by the Association, and due within thirty (30) days receipt of the bill. In the event of the failure of an owner to pay his prorated share of the obligations imposed under the terms of this Homeowners' Association, then the Association shall have the right to bring an action in court to recover the same, together with reasonable attorney's fees for costs of recovering the same. All obligations shall be due within thirty (30) days receipt of the bill for the same.

II.

Membership

Section 1: Initial Membership. Each person who owns property to which the only practicable means of vehicular access consists of roads lying within the boundaries of the Hidden Valley Ranch shall be a member of the Association, but the number of votes and quorum shall only be decided by the number of owners represented at each meeting. Each spouse of each owner may be a member of the Association. The children or other relatives of such persons are not members and are not entitled to vote on Association business. Should any tract be owned by more than one person, only one person shall be entitled to vote. It is recognized that only owners whose Notice of Purchaser's Interest are recorded are entitled to vote and that all purchasers of tracts whose Contracts for Deed and other methods in which the owners have not received recorded title shall not vote until said title is recorded.

Section 2: Subsequent members. Each person who subsequently acquires real property to which the only practicable means of vehicular access consists of roads lying within the

boundaries of Hidden Valley Ranch, described in Section 1, after the first meeting of members and after these articles are filed of record in the office of the Clerk and Recorder of Yellowstone County, Montana, shall obtain a membership in the Association.

Section 3: Termination. Membership terminates at the time ownership interest, as above-described, is terminated. Such termination shall not relieve any owner of liability for obligations incurred while a member of the Association. Further, membership in the Association does not, in any way, negate or impair any member's legal remedies, rights to bring legal action, or defenses to any and all actions involving the Association which may arise from or be incidents of ownership of real property.

III.

Voting and Proxies

Section 1: Each owner in the Development shall be entitled to one vote either in person by the owner, or by proxy.

Section 2: Voting may be by proxy. If a member's spouse is not present for voting, a present member may vote for his or her spouse. Otherwise, proxies must be in writing and signed by the absent member, identifying the meeting for which it is effective by date or subject, and presented to the presiding officer before voting. Such written proxy is effective for use only at the meeting identified therein.

IV.

Meetings

Section 1: Place of Meeting. Any or all meetings of the members of the Association may be held at the place designated in the notice thereof, which shall be at the residence of the chairman, unless otherwise specified.

Section 2: Annual Meeting of Members. There shall be a regular meeting of the Association annually on the 15th day of June of each year, or on such other date properly announced by the Association, one of the purposes of which shall be the election of Board of Directors.

Section 3: Special Meetings. Pursuant to these articles, the Association may, at any time, hold special meetings. Such special meetings shall be called by twenty-five percent (25%) of the members. Notice of any special meeting must specify the reason for the meeting and the matters to be raised. Only matters set forth in the petition or request may be brought before such meeting unless two-thirds (2/3rds) of the members present agree otherwise.

Section 4: Notice of Meetings. Notice of all meetings, regular or special, shall be mailed to every member of record at his address of record at least ten (10) days prior to the time for holding such meeting. Such notice shall specify the date, time and place of the meeting and shall make provision to allow for the voting of each member's interest by proxy. The mailing of notice in the manner provided herein and the personal delivery of such notice by the secretary of the Association shall be considered notice served.

Section 5: Quorum. Presence in person or by proxy of each person representing a majority of the owners of the subdivision shall constitute a quorum at any Association meeting.

V.

Board of Directors

Section 1: Management. Management of the Association shall be by a Board of Directors. Such Board shall have all the powers and responsibilities attendant to the general administration and control of the Association. Additionally, the Board shall have the authority necessary to carry into effect the powers and duties specified in these articles.

Section 2: Election. The Association shall elect, from its membership, a Board of Directors which shall consist of a chairman, a secretary, and a treasurer, who shall all serve for a term of one year. The manner of the election of the Board of Directors shall be as follows: At the first meeting of the Association, and at all subsequent annual meetings, nominations for positions will be accepted from any of the members present.

Directors shall be elected by a majority vote of the members present at such meeting.

Section 3: Powers and Duties of the Board of Directors.

The Board of Directors shall have the following powers and duties:

- (a) To call all Association meetings;
- (b) To conduct elections;
- (c) To enforce provisions of the Articles of Incorporation and these articles by appropriate actions;
- (d) To manage the ordinary affairs of the Association;
- (e) To levy assessments as provided for in these articles, and to provide for the collection, expenditure, and accounting of such assessments;
- (f) To pay, from assessments, for the expenses incurred by the Association in connection with its business;
- (g) To take appropriate legal action to collect delinquent assessments, payments or amounts due from members or from other debtors of the Association, and to charge interest on unpaid amounts due and owing;
- (h) To defend in the name of the Association any lawsuits wherein it is a party defendant;
- (i) To enter into contracts in order to carry out the Association's duties;
- (j) To establish a bank account for the Association and to keep therein all funds of the Association;
- (k) To appoint, by resolution, an executive committee composed of two or more directors who, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the business of the Association between meetings of the Board;
- (l) To hold Board of Directors meetings at least annually, and to do all other acts necessary and proper for carrying on the business of the Association.

Section 4: Duties of Individual Directors.

- (a) Chairman. The chairman shall preside at all Association meetings, and shall be the chief executive officer of the Association.
- (b) Secretary. The secretary shall attend all meetings of the members and of the Board of Directors, and of any executive committees, and shall preserve in the books of the Association true minutes of the proceedings of all such meetings. He shall give all notices required by statute, articles or resolution. He shall exercise the functions of the chairman in the chairman's absence.
- (c) Treasurer. The treasurer shall have custody of all Association funds and shall keep, in books belonging

to the Association, full and accurate accounts of all receipts and disbursements; he shall deposit all monies and other valuable effects in the name of the Association in such depositories as may be designated for that purpose by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board of Directors, making proper vouchers for such disbursements and shall render to the chairman and Directors at the regular meetings of the Board, and whenever requested by them, an account of all his transactions as treasurer and of the financial conditions of the Association.

Section 5: Vacancies. Should a vacancy occur on the Board of Directors, the Board shall appoint a member of the Association to serve the unexpired term. Such vacancy shall be filled no later than the next regular board meeting after which it occurs. If such vacancy shall not be filled by the Board at the next regular meeting of the Association, the Association may fill such vacancy.

Section 6: Compensation. No member of the Board of Directors shall receive any compensation for acting as such. Nothing herein, however, shall be construed to preclude compensation being paid to members who are hired by the Board of Directors.

Section 7: The Board of Directors shall be authorized to enact split rates to reflect the benefits received and the costs incurred by owners of lots who reside in the subdivision, versus owners of lots who have not yet considered residence in the subdivision. These split rates shall occur for snow removal. It is only when the owner has actually received benefits of the services shall the higher rate for these services be assessed.

VI.

Dues and Assessments

Section 1: Membership Dues. There shall be an initial membership due from each member within thirty (30) days of receipt of notice, in the amount of \$_____.

Section 2: Assessments. The Board shall fix the annual assessment for the purposes set forth in the Association and mail notice to each member within thirty (30) days following the annual meeting of members. Each owner shall be assessed equally.

Assessments may be payable in monthly installments if set forth in the notice, without interest, and any member may elect to pay in lump sum rather than in installments. An interest charge of ten percent (10%) shall be added to all delinquent amounts due.

VII.

Execution of Instruments

Section 1: Checks, Etc. All checks, drafts and orders for payment of money shall be signed in the name of the Association and shall be countersigned by such officers or agents as the Board of Directors shall from time to time designate for that purpose.

Section 2: Contracts, Etc. When the execution of any contract, conveyance or other instrument has been authorized without specification of the executing officers, the chairman may execute the same in the name and on behalf of this Association. The Board of Directors shall have the power to designate the officers and agents who shall have authority to execute any instrument on behalf of this Association.

VIII.

Amendment of Articles

Section 1: These articles may be amended at any regular or special meeting of the Association providing that a copy of the proposed revision is included in the notice of such meeting. Upon a vote of over sixty percent (60%) of the members of the Association, the amendment shall be declared adopted. The secretary shall, as soon as practicable after the adoption, prepare a copy of these articles as amended for certification by the chairman and secretary of the Association. Such amended and certified articles shall then be filed and recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. Articles as amended shall become effective at the time of such recording.

XI.

Recording of Articles

Section 1: The Articles of Association of Hidden Valley

Ranch Homeowners Association, and any amendments thereto, shall constitute a covenant running with the land, and shall be binding upon the heirs, personal representatives and assigns of the members of the Association. The Articles of Association, and any amendments thereto, shall be recorded in the office of the Clerk and Recorder of Yellowstone County, Montana, to serve as notice of the benefits and obligations set forth herein.

X.

Section 1: It is expressly understood and agreed that conveyance of a unit in Hidden Valley Ranch shall be subject to these Articles of Association and any person purchasing the same shall be bound by the terms of these Articles of Association and Agreement. The deed of conveyance shall incorporate these Articles of Association and the same by reference shall thereafter be binding unless all members of the Association agree in writing to eliminate and end the Association and remove the restrictions imposed hereto, and record its agreement in writing with the Clerk and Recorder of Yellowstone County, Montana.

IN WITNESS WHEREOF, Hidden Valley Ranch, by its members authorized to execute these Articles of Association, has caused its hand and seal to be affixed hereto this 12th day of December, 1988.

COTTONTAIL RANCH PARTNERSHIP

By: 

Mark Norem, Partner

As to Tracts 1, 2, 4, 7, 9, 10, 11, 13,
 16, 19, 20, 22, 23, 27, 28, 29, 30, 31,
 36A, 37, 46, 47, 48, 49, 50, 52, 55, 57,
 58A, 58B, 59, 60, 61, 62, 63, 67, 71, 78A,
 79, 80, 81, 82, 88, 89, 90, 92, 93, 94A,
 95A, 96A, 100, 101, 102, 104, 106, 107,
 108, 109, 110, 112, 113, 118, 119, 120,
 123, 124, 125, 126, 127, 129, 130, 131,
 132, 133, 134, 136 and 137.

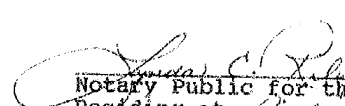
STATE OF MONTANA

County of Yellowstone } ss.

On the date last above written, before me personally appeared Mark Norem, known to me to a partner of Cottontail Ranch Partnership, the partnership named in the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)


 Notary Public for the State of Montana
 Residing at Billings, MT
 My Commission Expires: 1-27-91

COTTONTAIL RANCH PARTNERSHIP

By: [Signature]
Mark Norem, Partner

and

[Signature]
George Frank, d/b/a Hidden Valley
Ranch CompanyAs to Tracts 3, 5A, 7, 8, 14, 15, 17, 18,
20, 22, 23, 24, 25, 26, 35A, 40, 42A, 51,
97A, 98A, 99A, 103, 105, 111, 114, 115,
116, 121, 128 and 135STATE OF MONTANA)
County of Yellowstone) ss.

On the date last above written, before me personally appeared Mark Norem, known to me to a partner of Cottontail Ranch Partnership, the partnership named in the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

[Signature]
Notary Public for the State of Montana
Residing at Billings, MT
My Commission Expires: 4-27-91STATE OF MONTANA)
County of Yellowstone) ss.

On this 12th day of December, 1988, before me, the undersigned, a Notary Public for the State of Montana, personally appeared George Frank, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

[Signature]
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires: 4-27-91

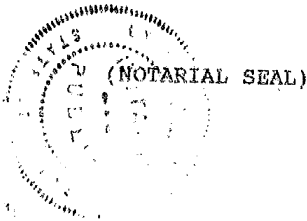
George Frank
George Frank, d/b/a Hidden Valley
Ranch Company

As to Tracts 54 and 84

STATE OF MONTANA)
County of Yellowstone) ss.

On this 12th day of December, 1988, before me, the undersigned, a Notary Public for the State of Montana, personally appeared George Frank, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.



Lynda C. Kelly
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires: 4-22-91

COTTONTAIL RANCH PARTNERSHIP

By: Mark Norem
Mark Norem, Partner

and

Walter D. Scotson
Walter D. Scotson

Linda Scotson
Linda Scotson

As to Tract 21

STATE OF MONTANA)
County of Yellowstone) ss.

On the date last above written, before me personally appeared Mark Norem, known to me to a partner of Cottontail Ranch Partnership, the partnership named in the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

James E. Schmitt
Notary Public for the State of Montana
Residing at Billings, MT
My Commission Expires: 4-27-91

STATE OF MONTANA)
County of Yellowstone) ss.

On this 21st day of December, 1988, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Walter D. Scotson and Linda Scotson, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Gladys E. Schmitt
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires: May 20, 1989

COTTONTAIL RANCH PARTNERSHIP

George Frank
George Frank, d/b/a
Hidden Valley Ranch Company

By: Mark Norem
Mark Norem, Partner

Patrick M. Gallagher
Patrick M. Gallagher

As to Tract 91B

STATE OF MONTANA)
County of Yellowstone) ss.

On the date last above written, before me personally appeared Mark Norem, known to me to a partner of Cottontail Ranch Partnership, the partnership named in the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Linda J. Pelly
Notary Public for the State of Montana
Residing at Billings, MT
My Commission Expires: 4-22-91

STATE OF MONTANA)
County of Yellowstone) ss.

On this 12th day of December, 1988, before me, the undersigned, a Notary Public for the State of Montana, personally appeared George Frank, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Linda J. Pelly
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires: 4/22/91

STATE OF MONTANA)
County of Yellowstone) ss.

On this 21st day of December, 1988, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Patrick M. Gallagher, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Gladys E. Schmidt
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires: May 20, 1989

COTTONTAIL RANCH PARTNERSHIP

George Frank, d/b/a
Hidden Valley Ranch Company

By: Mark Norem, Partner

Melanie Lavonne Frank
Melanie Lavonne Frank

Sara Lynn Frank
Sara Lynn Frank

As to Tracts 69A and 70

STATE OF MONTANA }
County of Yellowstone } ss.

On the date last above written, before me personally appeared Mark Norem, known to me to a partner of Cottontail Ranch Partnership, the partnership named in the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Notary Public for the State of Montana
Residing at Billings, MT
My Commission Expires 4/27/91

STATE OF MONTANA }
County of Yellowstone } ss.

On this 12th day of December, 1988, before me, the undersigned, a Notary Public for the State of Montana, personally appeared George Frank, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires: 4/27/91

STATE OF MONTANA }
County of Yellowstone } ss.

On this 21st day of December, 1988, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Melanie Lavonne Frank and Sara Lynn Frank, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Gladys E. Schmidt
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires: May 20, 1989

1507806

BOOK 1330 PAGE 0352

Cottontail Ranch
Partnership

to
Distribution
articles of
association

Re: Hutter Valley
Ranch

STATE OF MONTANA, } ss.
County of Yellowstone, }

I hereby certify that the within in-
strument was filed in my office for
record on this **DEC 22 1988**

day of _____ 19____
2:45 at _____ P. M. and is
duly recorded in Book **1330** at
_____ on Page **338**

Witness my hand and official seal
MERRILL H. KLUNDT
County Clerk & Recorder

Jack H. Hath Deputy

70.00

Corner Pocket Billiard
134 Regal St. Supply
59102

Kevin Thompson
4585 Mountain View
Molt MT 59057



3432744
Page: 1 of 3
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3102

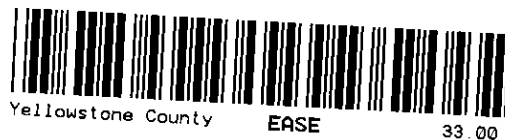
DECLARATION OF EASEMENT

This Declaration is made this 26th day of July, 2007 by Kevin B. Thompson, a individual, herein referred to as the "Declarant".

WHEREAS, Declarant is the owner of certain real property located in the Hidden Valley Ranch (herein "the subdivision") described as LT 1 BLK 1 GILMORE SUB (LESS .37 AC HWY)(OLD D-110 09) 9.63 AC (2000) and LT 2 BLK 1 GILMORE SUB (LESS .34 AC HWY)(OLD D-11009) 9.66 AC (2000), Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County (herein collectively "the parcel").

NOW, THEREFORE, Declarant hereby declares that the parcel shall hereafter be held, sold and conveyed subject to the following easement thereon, which shall run with the land and shall be binding on all parties having any right, title or interest in the parcel or any part thereof, their heirs, executors, successors, administrators, and assigns, and shall bind each owner thereof, to wit:

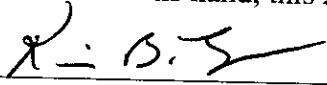
The parcel shall be burdened with an appurtenant right of way easement for the benefit of the owners of certain real property referenced above and any real property owners with reciprocal easements created by Our World Properties Inc., an corporation created by Declarant and/or one or more of it's shareholders, their successors and assigns, over that portion of the parcel described below and noted per the attached drawing permitting use thereof for hiking, biking and equestrian purposes, provided that no motorized vehicles of any kind or character shall be permitted upon the portion of the parcel subject to the easement except to maintain and create trails. The owners of any tract subject to the easement shall have the right to operate motorized vehicles upon the portion of the parcel subject to the easement. The portion of the parcel subject to the easement shall be a strip of land no more than (20) feet in width beginning on the west boundary (at the point where the property line of Lot 2 meets the property line of Lot 1 on the existing road known as (Buffalo Trail Rd), thence running southeasterly along the west boundary of the parcel to the point where the property line stops at the corner of Tract 79 and thence running northeasterly along the east boundary of the parcels to where the property line stops at the intersection of 5 tracts of the subdivision thence becoming a strip of land no more than (40) feet wide running northwesterly along the east property line of the parcels to where the line stops and meets the most northerly point of Lot 1 of the Gilmore Addition subdivision and thence becoming a strip of land no more than (20) feet wide running southwesterly to where the line meets the existing road known as (Buffalo Trail Rd),



thence running southeasterly along the west boundary of the parcel to the point where the property line of lot 1 and lot 2 of the Gilmore Addition Subdivision meet. The portion of the parcel subject to the easement shall not be fenced or gated in any manner by the owner of the parcel and the owner of the parcel shall be allowed reasonable use of the easement. The existence of this easement shall not relieve the users of the easement of liability for damage or injury resulting to any person from their uses of the easement and under no circumstances shall the owner of the parcel or OUR WORLD PROPERTIES INC. be held liable for any damage or injury to any person or property resulting from the exercise of this easement. The Declarant or other owners of the parcel, or the authorized agents of either, including any share holders of Our World Properties Inc., or its authorized agents, shall have the right to enter upon any portion of the easement at any reasonable time to perform maintenance and improvements thereon and to enforce this easement.

AMENDMENT TO OR TERMINATION OF EASEMENT will be allowed in the event OUR WORLD PROPERTIES INC. dissolves or a termination of easement agreement is signed and notarized by the real property owners of Tract 1 and Tract 2 block 1 of the Gilmore sub and the authorized agent for OUR WORLD PROPERTIES Inc.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand, this 26th day of July, 2007.


Kevin B. Thompson

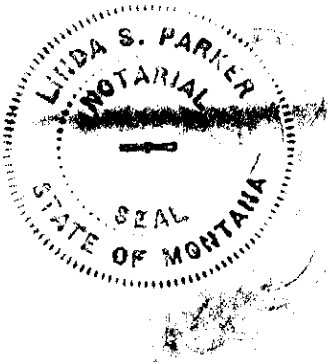
STATE OF MONTANA)

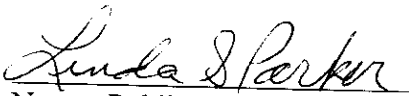
:SS.

County of Yellowstone)

On this 26th day of July, 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Kevin B. Thompson, the individual that executed the within instrument and acknowledged to me that individual executed the same.

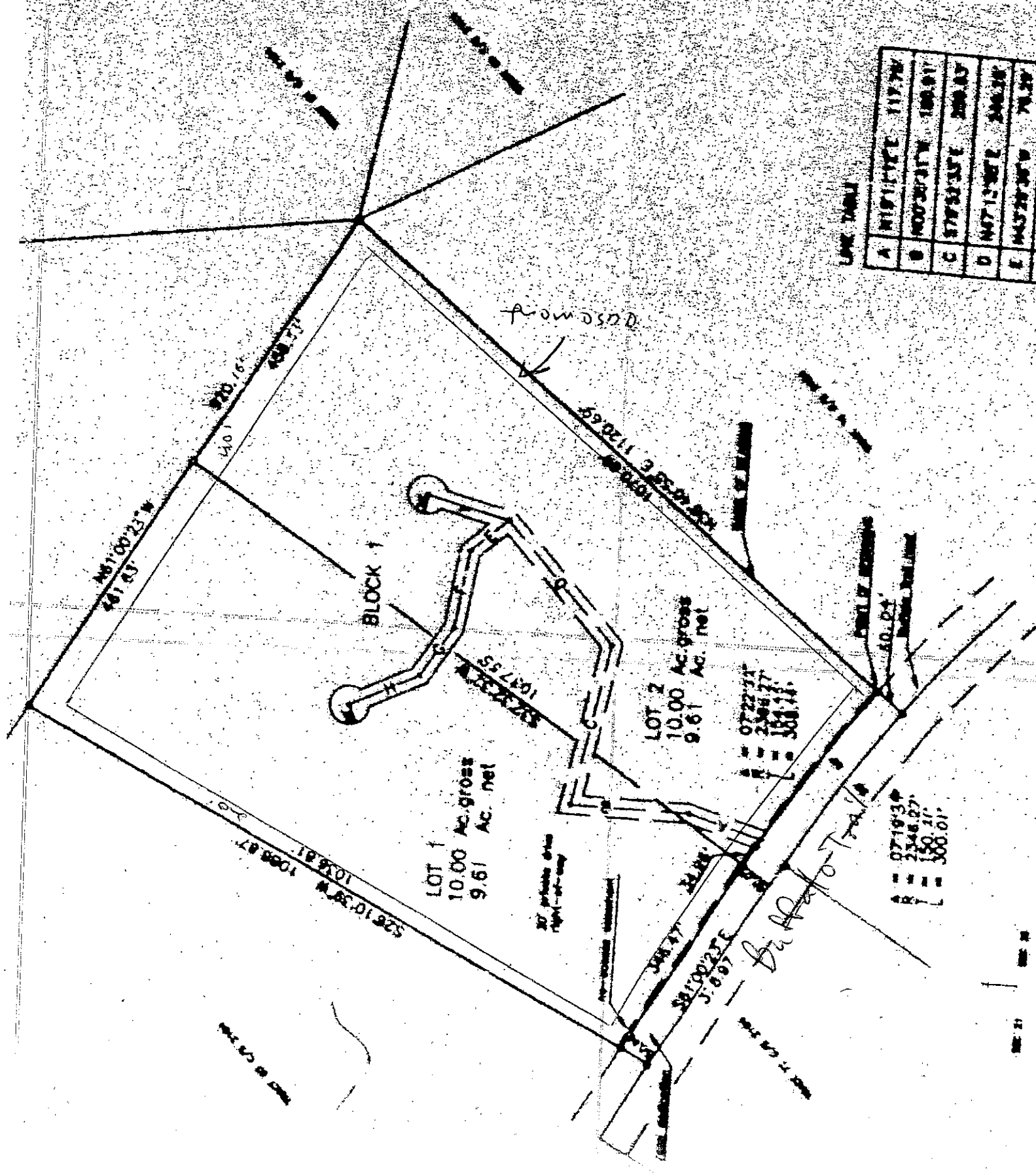
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above-written.




Notary Public, State of Montana
Residing at Billings, Montana.
My Commission Expires: 11/15/2007
LINDA S. PARKER

LINE TABLE

A	N19°11'15"E	117.78'
B	N00°30'31"W	180.91'
C	S79°53'15"E	200.83'
D	N47°13'48"E	240.38'
E	N43°24'36"W	74.39'



Kevin Thompson
4585 Mountain View
Molt MT 59057



3432745

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DECLARATION OF COVENANT

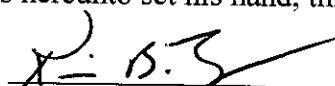
This Declaration is made this 26th day of July, 2007 by Kevin B. Thompson, herein referred to as the "Declarant".

WHEREAS, Declarant is the owner of certain real property located in the Hidden Valley Ranch (herein "the subdivision") described as LT 2 BLK 1 GILMORE ADDITION SUB B (LESS .34 AC HWY)(OLD D-11009) 9.660 AC (2000), Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County (herein "the parcel").

NOW, THEREFORE, Declarant hereby declares that the parcel shall hereafter be held, sold and conveyed subject to the following easement thereon, which shall run with the land and shall be binding on all parties having any right, title or interest in the parcel or any part thereof, their heirs, executors, successors, administrators, and assigns, and shall bind each owner thereof, to wit:

In order to maintain the integrity of the grounds upon the parcel, the native vegetation situated thereon shall not be eradicated, erased, obliterated or destroyed for more than (4) acres, inclusive of any home site upon the parcel.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand, this 26th day of July, 2007.


Kevin B. Thompson

STATE OF MONTANA)

:ss.

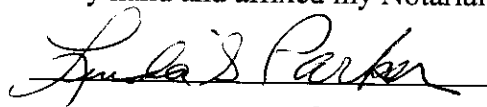
County of Yellowstone)

On this 26th day of July, 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Kevin B. Thompson, the individual that executed the within instrument and acknowledged to me that individual executed the same.

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

(SEAL)




LINDA S. PARKER

Notary Public, State of Montana

Residing at Billings, Montana.

My Commission Expires: 11/15/2007