

TIMBERLINE CREEK TRACTS

DECLARATION OF PROTECTIVE COVENANTS

Tracts 1 - 32, Certificate of Survey #1684, Gallatin County
Tracts 1 - 12, Certificate of Survey #1156, Park County

THE UNDERSIGNED being owners of real property platted as Tracts 1 through 32 of Certificate of Survey #1684, located in Sections 24 and 25, Township 2 South, Range 7 East, MPM, Gallatin County, Montana, and Tracts 1 through 12 of Certificate of Survey #1156, located in Section 30, Township 2 South, Range 8 East, MPM, Park County, Montana, do hereby adopt the following covenants to run with the land to help promote the health, safety, welfare and enjoyment of future owners. These covenants are to be construed in conjunction with the zoning and other governmental requirements already in use and any conflict between the zoning ordinance, any county rule, state or federal law shall be decided in favor of the most restrictive use allowed by either these covenants or the governmental regulation.

I. USE

Residential, cottage industry and recreational use shall be allowed on all lots. No other type of use shall be allowed. No commercial signs shall be allowed.

"Cottage industry" means a commercial activity that is contained within the home and where the product is marketed elsewhere.

II. BUILDING RESTRICTIONS

All buildings shall be constructed on site with conventional methods and materials. Modular homes and pre-fab homes being a minimum of twenty-four feet in width and having pitched roofs and wood or composition siding are allowed if placed on permanent foundations. All forms of recreational vehicles, motor homes, tents and other non-permanent types of shelter shall be allowed for seasonal use, but shall not be established as year round dwellings.

All buildings erected on any tract shall be new construction, but not necessarily new material. All buildings on said tracts shall be of rustic materials and finished compatible with the surroundings. No used buildings may be moved on to any tract. All buildings erected shall conform with the Uniform Building Code and all applicable state and county codes.

The number of dwellings for each tract shall be limited to one (1) single family dwelling unit with a minimum size of six hundred (600) square feet and one (1) guest quarters per tract.

These covenants specifically prevent single-wide mobile homes. All homes built on these tracts must be placed on a permanent foundation.

No buildings other than a private dwelling, may be constructed on any tract, excepting that for each dwelling there may be a garage and/or stable as long as said garage and/or stable is in conformity and harmony with the principal structure. It is further provided that the owner of each dwelling may construct not more than one guest house on the premises to be used for gratuitous guests and no compensation shall be received nor charge made for the use of such additional dwelling. It is further provided that said guest house must have a minimum of four hundred (400) square feet of covered living space, and that it is to be used for sleeping quarters only.

All exterior construction shall be completed within eighteen (18) months from the time of starting construction. The start of construction means the start of excavation or foundation work.

No person shall reside in an R.V. or camper for longer than a continuous thirty (30) day period on any tract.

III. NO FURTHER DIVISION OF TRACTS

These covenants specifically prohibit any further division of any tract covered by these covenants.

IV. NUISANCE

No noxious or offensive activity shall be allowed. Offensive activities include, but are not limited to, the following activities:

1. Excessive use of firearms;
2. Placement of television antennas or radio equipment in an offensive manner;
3. Any excessive sights, sounds or smells.

V. EASEMENTS

All tracts are subject to roadway and utility easements reserved to the seller to be enjoyed nonexclusively by present and future landowners, and may be transferred to others by the seller.

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Road easements may appear on the Certificate of Survey and/or may be visible on the ground. Utility easements may be existing and in addition are reserved ten feet on either side of interior lot lines and twenty feet along all exterior lot lines.

The property owners within the area will bear sole responsibility to provide phone and power service and of improving roads to their respective sites and of maintaining and improving access roads. Park and Gallatin County do not maintain or plow all private, public or subdivision roads.

VI. ANIMALS

Tract owners may keep pets and livestock on their respective land, providing they construct and maintain a fence or other device to retain animals on their property. Use of roads may not be restricted. Cattle guards must be provided. In no case, shall such a number of animals be kept so that they cause excessive noise, odor, or destruction of habitat or in any way become a burden or detriment to neighboring tracts. These fences may not be solid fences nor may they be fences over six (6) feet high and shall conform with state law.

These covenants specifically prohibit any feed lot activities.

VII. EXCAVATION

The digging of dirt or gravel is expressly prohibited except as necessary in conjunction with roads, landscaping and construction.

VIII. SEWER AND WATER

It is the individual lot owner's responsibility to obtain permits and install water and septic systems in accordance with local and state regulations.

These covenants specifically prohibit permanent outhouses and/or privies on any of the lots.

IX. ENFORCEMENT

These restrictions shall run with the land and shall be binding upon present owners and all subsequent owners. Any

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provisions may be enforced by any owners in any manner permitted by law. In any action for the enforcement of these restrictions, the applicant shall be entitled to reasonable costs, including attorney's fees.

X. MINING OR LOGGING

These covenants shall prohibit all mining activities and/or logging activities. The only cutting of timber shall be for firewood and shall be limited to firewood for the use on the particular tract on which the cutting is to be done. Some clearing and cleaning for a homesite and/or for installation of roads contemplated under this certificate of survey and necessary for the development of the homesites shall also be authorized.

XI. RECREATIONAL AND INOPERABLE

These covenants specifically allow and provide for the use of recreational vehicles and are designed to promote recreational use of the tracts. If, however, any tract owner shall be absent for a period of more than thirty (30) days any recreational vehicles including, but not limited to, snowmobiles, 4-wheelers, RV homes and other such equipment shall be placed out of sight and stored or screened so that other tract owners will not be visually impacted. Inoperable vehicles shall likewise be stored or screened so that other tract owners will not be visually impacted by their placement.

XII. BURNING

There shall be no burning without required governmental permits. Slash burning shall only be allowed with the proper permit. Garbage and waste shall not be burned on the property. These covenants specifically prevent the discharge of fireworks.

XIII. ZONING REGULATIONS

These covenants are not meant to supersede the Gallatin County Zoning Code which has been adopted and which affect the Gallatin County properties. The Park County properties, while not subject to the Gallatin County Zoning Code, nonetheless will be treated as though they are within the parameters and effect of the Gallatin County Ordinance

XIV. CHANGES

These covenants shall run with the land for twenty (20)

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years and shall automatically renew for an additional twenty (20) years unless seventy percent (70%) of the owners sign and record an instrument to the contrary. These covenants may be changed in whole or in part by at least seventy percent (70%) of the record owners.

DATED this 28 day of September, 1992.

Timberline Creek Joint Venture
Gary R. Schneider Dave Johnson
NOTARIAL PUBLIC STATE OF MONTANA
COUNTY OF Park)
) ss.

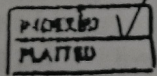
On this 28 day of September, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Dave Johnson and Gary R. Schneider, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

[Signature]
Notary Public for the State
of Montana. Residing at
Livingston, Montana.
My Commission expires: 1-14-94

State of Montana }
County of Park } ss
Filed for record this 13th day of October, A.D. 19 92, at 3:25
o'clock 7 M. Recorded in Roll 89 Pages 375-79
Nancy Horvath County Clerk & Recorder
Recording Fee \$ 30.00 Document No. 228485 Deputy
Return to: Karl Krusdel

C/S 1156



Box 953
Livingston, MT

253002

THIS INSTRUMENT WAS FILED FOR RECORD IN THIS OFFICE ON
THE 21 DAY OF October, A.D., 19 92
AT 10:35 AM., AND WAS DULY RECORDED IN BOOK 127
OF MISCELLANEOUS RECORDS, PAGE 32

OFFICE OF COUNTY RECORDER)
COUNTY OF GALLATIN)
STATE OF MONTANA)

Fee \$30.00pd Shelley M. Cheney RECORDER. BY [Signature] DEPUTY
Rt: Gary Schneider, Rt. 38, Box 2145, Livingston, MT 59047