

AMENDED July 8, 2000

DECLARATION OF COVENANTS, CONDITIONS, BUILDING STANDARDS AND RESTRICTIONS FOR YELLOWSTONE RIVER RANCH

KNOW ALL MEN BY THESE PRESENTS:

That CRYSTAL RANCH CORPORATION, a Montana corporation, hereinafter referred to as "Developer" does hereby subject all of the lands described herein and not specifically excepted, to those certain covenants, conditions, building standards and restrictions set forth below.

PREAMBLE: Developer, in order to preserve, promote and maintain the rural beauty and character 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 **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 are hereinafter referred to as the "covenants") shall be applicable to and govern all lands owned by the Developer and comprise that certain subdivision known as Yellowstone River Ranch Subdivision, Stillwater County, Montana, described as follows:

Pinecrest Ranch--3rd Filing

Tracts 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 171, 172, 173, 174, 176, 177, and 178, as shown on Certificate of Survey No. 242651, Stillwater County, Montana, on the 2nd day of July, 1984,

except such lots as shall by the Developer be specifically exempted from the effect of said covenants. Hereafter the real property described in this paragraph 1 shall be referred to as the "lands".

2. DEFINITIONS:

As used herein, certain terms and words are defined as follows:

A. Accessory Buildings--a building such as a garage or barn, made of new materials and placed on a permanent concrete foundation, detached from a dwelling and used for purposes which

are incidental and subordinate to a residential or agricultural use.

B. Agricultural Use--The practice of the science or art of cultivating the soil, growing fruits, vegetables crops and raising or grazing of domestic livestock or poultry, for personal use, but specifically excluding a feedlot.

C. Camping--cooking, sleeping, or otherwise residing on a tract without a completed dwelling.

D. Commencement of Construction--site clearing, the moving of building materials onto the tract, excavation for a foundation, or pouring of footings for a structure.

E. Dwelling--a building, constructed of new materials, designed as permanent living quarters, having a permanent concrete foundation, a functioning underground septic tank, leach field and water supply, and a minimum of fifteen hundred (1500) square feet of living area, excluding any and all storage, garage and deck areas.

F. Guest House--a structure meeting the definition of a dwelling, except that it is designed for use as a temporary living quarters by guests of the owner of a dwelling.

G. Junk--the wrecking, dismantling and/or storage of junk, including, but not limited to, inoperable motor vehicles and scrap materials of every sort.

H. Mobile home--a vehicle built and transportable upon a chassis comprised of a frame and wheels which is designed for use as a dwelling.

I. Modular homes--similar to a movable home except assembled partially off-site and assembled at the building site in increments.

J. Residential use--the occupying of a dwelling for living purposes.

K. Single-Family--one or more persons living together as a single, non-profit house-keeping unit, as distinguished from a group occupying a hotel, motel, club, fraternity or sorority, commune and the like.

L. Subdivision--a division of land, or land so divided, resulting in the creation of two or more tracts of land out of a single, larger tract in order that title to, possession or occupancy of the tract(s) so created may be sold, rented, leased or otherwise conveyed or transferred and shall include any re-subdivision.

M. Tract--a unit of land as designated on a certificate of survey filed in the office of clerk and recorder, Stillwater County, Montana.

N. Industrial use--the processing, manufacture, production, sale or bulk storage of raw materials for ultimate use in the making of a finished good including the extraction thereof, such as mining or lumbering as well as refining, smelting and milling.

O. Signs--any man-made structure, object, device, or part thereof, situated out of doors, or prominently visible from outside the building on which it is situated, which identifies, advertises, displays or otherwise attracts attention to either itself or some other object, person, institution, organization, business, product, service, event, activity, location, thing or happening of whatever

nature, and by any means, including words, letters, numerals, figures, designs, symbols, fixtures, colors, mottos, illumination, projection, contrast, conspicuous and the like.

P. Commercial use--any enterprise(s) of any kind for a profit, rental of any structure, or portion thereof while the tract owner(s) reside(s) upon that tract.

3. PERSONS AFFECTED:

The covenants hereafter set forth shall ensure to the benefit of and shall govern all persons or entities who shall ensure to the benefit of and shall govern all persons or entities who shall after the date of recording of this instrument purchase or contract 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.

4. TERMS OF APPLICATION:

The covenants set forth herein shall be binding upon the persons above described for a term ending December 31, 2011. 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 the provisions hereof are modified, amended or abolished.

5. 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.

6. GENERAL COVENANTS AND CONDITIONS:

A. There shall be no commencement of construction; no trees cut, no building, fence, cattle guard or adjoining livestock gate or any other structure shall be started, constructed, installed, created, altered or added onto any lot until complete plans and specifications for each such development shall have been submitted to and approved by the Developer in writing. Developer shall have thirty (30) days in which to approve or disapprove such plans and specifications.

Plans and specifications shall include, at a minimum: a floor plan of the proposed structure, a site drawing showing the location of the structure in relation to the tract boundaries; an elevation front & rear of the structure; a description of the structural specifications of all foundation materials, exterior walls and roof. All plans shall be to scale, with the scale clearly marked on the plan.

Approval of the planned structure shall expire twelve (12) months after such approval if commencement of construction has not begun by that time.

B. No person or entity shall be affected by the covenant shall store or permit junk, salvage, abandoned vehicles or machinery, trash, refuse of any kind, logging slash or any unusable building

materials to be stored or kept on his or any other tract within the lands. No such person or entity shall burn any trash or refuse of any kind out of doors. No more than three (3) operable vehicles or trailers may be parked outside of an enclosed building (i.e. garage) or other approved structure.

C. All persons and entities affected by the covenants shall provide suitable receptacles for storage and collection of refuse; all such receptacle shall be screened from public view and protected from disturbance by animals.

D. No noxious or otherwise offensive activity shall be permitted upon any of the real property covered by these Protective Covenants, nor shall any use of any activity be permitted which may be or may become an annoyance or nuisance to adjacent landowners or which may depreciate the natural environmental amenities of said property.

7. USE RESTRICTIONS:

A. Each tract, except as hereafter provided, shall be used for residential and recreational purposes only. Residential use shall include agricultural use as defined herein.

B. Except with respect to such tracts as may be specifically in writing so designated by the Developer, any and all commercial and or industrial activity upon or within any tract is prohibited.

C. All persons affected by this Declaration shall maintain their respective tracts and all improvements thereon in clean, sanitary manner in strict compliance with all applicable local, state and federal laws and regulations.

D. No more than one (1) structure on any tract may be occupied by anyone other than the tract owner(s) at any given time.

E. No person(s) shall camp on any tract for more than fourteen (14) days in any one twelve (12) month period without a self-contained sanitary system, and no more than forty five (45) days in any twelve (12) months period otherwise.

8. BUILDING STANDARDS AND RESTRICTIONS:

A. All structures and improvements of every kind shall be constructed of new materials and shall conform to the provisions of the covenants and shall be constructed and maintained in a safe manner.

B. No mobile homes or modular homes shall be permitted on any tract, permanently or temporarily. Also prohibited are tepees, geodesic domes, and any unusual buildings.

C. One single-family dwelling for residential use shall be permitted on each tract as originally surveyed, together with one guest house and necessary accessory buildings.

D. All building construction shall be completed within twelve (12) months of date of commencement.

E. The visible exterior of all dwellings, guest houses, and accessory structures shall be constructed of natural materials, such as wood, log or stone, and shall be finished in rustic or earthen shades and tones so as to blend with the natural surroundings. Roofing materials will be of wood or composition shingles, or

metal if it is at least twenty nine (29) gauge steel and factory colored.

F. Design and construction of all structures shall follow standards accepted by the construction industry for residential construction.

G. The architectural design of any building must not be unusual, and will be of the typical type of design found in most frame, log or timber frame style homes.

H. All utility supply lines shall be installed underground.

9. WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM:

A. No domestic water supply or sewage disposal system shall be drilled or constructed except in accordance with Stillwater County and State of Montana regulations and statutes governing domestic water supplies and sanitary systems in subdivisions.

B. No work toward construction of a water supply or sewage disposal system shall be undertaken except upon the prior approval of and issuance of a permit by the Office of Stillwater County Sanitarian and Department of Health and Environmental Sciences of the State of Montana.

C. All sewage disposal systems shall consist of a functioning, underground septic tank and leach field.

10. SIGNS:

A. Except as otherwise expressly permitted, all signs are prohibited.

B. One sign, identifying the owners of a dwelling, made of wood or other natural materials, rustic in appearance, and not exceeding six (6) square feet in area, ten (10) feet in height from the ground, or one (1) per tract, shall be permitted.

C. Real estate "For Sale" and "For Rent" signs not exceeding four (4) square feet in area, six (6) feet in height from the ground; one (1) per tract shall be permitted.

D. Signs warning against hunting, fishing, trespassing, etc., not to exceed one (1) square foot in area or five (5) feet in height from the ground shall be permitted.

11. ANIMALS AND LIVESTOCK:

A. On all tracts, the number of animal units permitted shall not exceed the maximum recommended by the Soil Conservation District Officer in Stillwater County, taking into consideration the available forage on the tract.

B. No swine shall be permitted, for any purpose. No more than 30 domesticated fowl are allowed per each 20 acre tract.

C. 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 tract so as to cause any public or private nuisance.

12. SUBDIVISION:

A. No further subdivision of tracts as originally surveyed and recorded by Grantor shall be permitted unless the

resulting tracts are equal to or greater than twenty (20) acres in size.

B. The tracts resulting from any subdivision shall be bound by the terms of these Protective Covenants.

C. There shall be permitted upon each undeveloped tract resulting from a subdivision the same uses, kinds and number of buildings as would be permitted under these Protective Covenants had the tract so created by the subdivision been originally surveyed and recorded.

13. PRESERVATION OF TREES AND SOIL:

A. No trees shall be removed from within any tract except such trees as may be located in a building site or which may obstruct driveway access to a particular tract.

B. No purchaser, grantee, lessee, guest, family member or other occupant on any tract may modify or cause any third party to modify any stream course, which may traverse any tract, nor may such person obstruct, divert or alter by unnatural means the flow of any water.

C. No soil, sand, gravel or other naturally occurring cover shall be removed from any lot. Any natural material excavated to create ponds, pools or building substructures shall remain upon the lot from which excavated EXCEPT that the architectural committee of Yellowstone River Landowners Corporation may upon written application therefore grant for good reason a waiver of the prohibition.

14. ENFORCEMENT:

These covenants, as above set forth, shall be enforced by the Developer until such time as Yellowstone River Landowners Corporation, or its successor, shall assume the responsibility therefor. Mailing of such notice to the last known address of the violator shall constitute notification.

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.

If any violation shall be found to exist pursuant to the procedures established under the above constraints, the violator shall be given 30 days 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. This period may be extended by the Developer or the Corporation upon written request received within 30 days after notice. The cost of correcting the defect or undoing the violation, if undertaken by the Developer or by the Corporation, shall constitute a purchaser's lien against the lot and/or the 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 9.

15. AMENDMENT:

These Protective Covenants, or any portion thereof, may be amended, abandoned, terminated, modified, or

supplemented at any time by written consent, duly recorded in the office of the Clerk and Recorder of Stillwater County, Montana, of at least 51% of the then property owners of property covered hereby.



16. SEVERABILITY:

In the event any of the terms or provisions of these Protective Covenants, or any portion thereof, are invalid or void, such invalidity or voidness shall in no way effect the remainder of these Protective Covenants.

IN WITNESS WHEREOF, the developer has executed this Declaration

CRYSTAL RANCH CORPORATION
BY _____
Its President

BY _____
Its Treasurer
Signatures Notarized

Recorded Stillwater County, Montana
Book 95 Misc., Pages 876-893

Yellowstone River Ranch

DECLARATION OF EASEMENTS AND RIGHTS OF WAY

KNOW ALL MEN BY THESE PRESENTS:

THAT CRYSTAL RANCH CORPORATION, *a Montana corporation,* having its business address at Kaimuki Business Plaza, 3615 Harding Ave., Suite 407, Honolulu, HI 96816, hereafter called "Grantor" does hereby make, provide and grant to the Grantees below identified those certain easements, rights-of-way 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, are herein collectively referred to as "Grantees". The lands as a whole, described in EXHIBIT A are hereafter referred to as the Yellowstone River Ranch..

2. **DESCRIPTION OF ROADWAY EASEMENTS:** Each lot in the Yellowstone River Ranch shall have access by way if a road easement

and right -of-way for non-exclusive use forty (40) feet in width, within the area known as Yellowstone River Ranch and also within the area known as Pinecrest Ranch. Grantor represents that although certain roads and roadways already exist within the Yellowstone Ranch and Pinecrest Ranch, and although Grantor, sole within its discretion, may choose to build additional roads or improve certain roads, the Grantor is under no obligation to do so, and Grantor does not expressly or implied covenant or agree to build, improve or maintain any roads or roadways within the Yellowstone River Ranch or the Pinecrest 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 place thereon, for the use, construction, maintenance and repair of utility lines, 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 RESERVATION OF EASEMENTS AND RIGHTS-OF-WAY:** Grantor hereby grants to Grantees a perpetual, non-exclusive easement and right-of-way in, over and across the said roadway easements for the purposes and uses set forth hereinafter 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 Yellowstone River Ranch. Nor shall Grantor be liable to any Grantee or third person 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 Yellowstone River Ranch Landowners Corporation solely for subdivision purposes, including, without limitation, road and right of way maintenance.

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 condition.

8. RESERVATION OF GRAZING RIGHTS: The Grantor reserves the right to graze any lot within Yellowstone River 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 guard 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 vehicular and livestock traffic over and across all roadway easements designated pursuant to covenant.

10. SUCCESSION AND APPLICABILITY: The grants and reservations made herein shall run in favor of and be binding upon the Grantor and Grantee are 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 Yellowstone River Landowners Corporation (or its successor) 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 recipient of any such waiver, release or transfer.

**Recorded in Stillwater County,
Montana**

Book 103 Deeds Page 486

EXHIBIT A

Pinecrest Ranch--3rd Filing

Tracts 33, 34, 35, 36, 37, 38, 39, 40, 41,
42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52,
53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63,
64 65, 66, 67, 68, 69, 70, 71, 72, 73, 74,
75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85,
86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96,
97, 98, 99, 100, 101, 102, 103, 104, 105,
106, 107, 108, 109, 110, 111, 112, 113,
114, 115, 116, 117, 118, 119, 120, 121,
122, 123, 124, 125, 126, 127, 128, 129,
130, 131, 132, 133, 134, 135, 136, 137,
138, 139, 140, 141, 142, 143, 145, 146,
147, 148, 149, 150, 151, 152, 153, 154,
155, 156, 157, 158, 159, 160, 161, 162,
163, 164, 165, 171, 172, 173, 174, 176,
177, and 178, as shown on Certificate of
Survey No. 242651, Stillwater County,
Montana, on the 2nd day of July, 1984,

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 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 Stillwater, State of Montana. It shall be binding upon the Grantor, Grantees and all persons claiming under them and shall effect 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 lands described in EXHIBIT A by referring to the Book (Film(and Page Numbers in which this Declaration shall be Recorded.

IN WITNESS WHEREOF this instrument is executed by the Grantor by its duly authorized officers.

CRYSTAL RANCH CORPORATION

By _____
Its President

By _____
Its Treasurer
Signatures Notarize