

**COUNTRYMAN CREEK RANCH
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This declaration, made on the date hereinafter set forth by RICHARD C. HOEFLE and JOANNA D. HOEFLE, his wife, and CHARLES J. HERINGER, JR. and MARYNELL HERINGER, his wife, all of Billings, Montana, hereinafter collectively referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the following described land in Stillwater County, Montana:

Township 2 South, Range 19 East, M.P.M.

Section 14: $W\frac{1}{2}SW\frac{1}{4}, W\frac{1}{2}E\frac{1}{2}SW\frac{1}{4}$

Section 21: $N\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$

Section 22: $S\frac{1}{2}, NW\frac{1}{4}SW\frac{1}{4}NW\frac{1}{4}, S\frac{1}{2}S\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}, S\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4},$
 $NE\frac{1}{4}SE\frac{1}{4}NW\frac{1}{4}, SW\frac{1}{4}NE\frac{1}{4}, S\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}, NW\frac{1}{4}SE\frac{1}{4}NE\frac{1}{4},$
 $E\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}NW\frac{1}{4}, SE\frac{1}{4}NE\frac{1}{4}NW\frac{1}{4}, W\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}NE\frac{1}{4}, NE\frac{1}{4}NE\frac{1}{4}NE\frac{1}{4}, N\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}NE\frac{1}{4},$
 $N\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}NE\frac{1}{4}, SE\frac{1}{4}NE\frac{1}{4}NW\frac{1}{4}NE\frac{1}{4}, NE\frac{1}{4}SE\frac{1}{4}NW\frac{1}{4}NE\frac{1}{4}, SW\frac{1}{4}NW\frac{1}{4}NE\frac{1}{4}NE\frac{1}{4},$
 $NW\frac{1}{4}SW\frac{1}{4}NE\frac{1}{4}NE\frac{1}{4}$

Section 23: $NW\frac{1}{4}SW\frac{1}{4}, SW\frac{1}{4}NW\frac{1}{4}, NW\frac{1}{4}NW\frac{1}{4}NW\frac{1}{4}, S\frac{1}{2}S\frac{1}{2}, E\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}, SE\frac{1}{4}SE\frac{1}{4}NW\frac{1}{4}, NW\frac{1}{4}SE\frac{1}{4},$
 $SW\frac{1}{4}NE\frac{1}{4}SE\frac{1}{4}$

Section 24: $SW\frac{1}{4}SW\frac{1}{4}, SW\frac{1}{4}SW\frac{1}{4}SW\frac{1}{4}$

Section 25: $NW\frac{1}{4}NW\frac{1}{4}$

Section 26: $N\frac{1}{2}N\frac{1}{2}, N\frac{1}{2}S\frac{1}{2}N\frac{1}{2}$

Section 27: $N\frac{1}{2}N\frac{1}{2}, N\frac{1}{2}S\frac{1}{2}N\frac{1}{2}$

WHEREAS, Declarant proposes that said land shall be sold in 141 tracts each of which shall contain at least 10 acres, more or less, said tracts more particularly described on the plat thereof attached hereto as Exhibit "A", and desires to place covenants and restrictions upon said tracts for the benefit of the owners of all said lands.

NOW, THEREFORE, Declarant hereby declares that all of the above described 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 properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to Countryman Creek Ranch Homeowners Association, a Montana nonprofit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any tract which is a part of the properties, including buyers under a contract for deed, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described and such other real property as may be annexed hereafter by Declarant or their successors.

Section 4. "Tract" shall mean and refer to any tract as separately numbered and described on the plat attached hereto as Exhibit "A".

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first tract is described as follows:

Township 2 South, Range 19 East, M.P.M.

Section 21: $S\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$

Section 22: $N\frac{1}{2}S\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}, NE\frac{1}{4}SW\frac{1}{4}NW\frac{1}{4}, NW\frac{1}{4}SE\frac{1}{4}NW\frac{1}{4},$
 $W\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}NW\frac{1}{4}, N\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}, NW\frac{1}{4}NW\frac{1}{4}NE\frac{1}{4}, SW\frac{1}{4}NE\frac{1}{4}NW\frac{1}{4}NE\frac{1}{4}, E\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}NE\frac{1}{4}, NW\frac{1}{4}SE\frac{1}{4}NW\frac{1}{4}NE\frac{1}{4},$
 $S\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4}NE\frac{1}{4}, S\frac{1}{2}S\frac{1}{2}NE\frac{1}{4}NE\frac{1}{4}, N\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}NE\frac{1}{4}, SE\frac{1}{4}NW\frac{1}{4}NE\frac{1}{4}NE\frac{1}{4}, NE\frac{1}{4}SW\frac{1}{4}NE\frac{1}{4}NE\frac{1}{4}, NE\frac{1}{4}SE\frac{1}{4}NE\frac{1}{4}$

Section 23: $W\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}, SW\frac{1}{4}NW\frac{1}{4}NW\frac{1}{4}$

Together with an easement for the construction, maintenance and use of a road or trail over and across a strip of land 20 feet in width, the center line of which shall commence at the SE corner of the $SW\frac{1}{4}SE\frac{1}{4}SW\frac{1}{4}$, Section 14, T2S, R19E., M.P.M. and extending thence easterly along the section line between Sections 14 and 23, Township 2 South, Range 19 East, to the Yellowstone River; and together with a further easement for the right to enter upon and go over and across a strip of land adjacent to the Yellowstone River extending from the West bank of said river to a line parallel to and 50 feet distant from the high water mark of the West side of said river, said strip of land commencing at the South section line of Section 24, Township 2 South, Range 19 East, and extending generally

northwesterly to a point South 89°46' West 1320.35 feet, and North 0°11'15" West 994.16 feet from the West quarter corner of Section 14, Township 2 South, Range 19 East, M.P.M.; provided that such easement along the river frontage shall not entitle the Association or its members to construct any road or trail thereon, or erect any structures therein without the consent of the owners of said land.

Section 6. "Declarant" shall mean and refer to the individuals named above and their successors and assigns.

ARTICLE II - PROPERTY RIGHTS

Section 1. Easements reserved by Declarant for conveyance to the Association. Declarant hereby reserves, for conveyance to the Association for the benefit of all Owners, the following easements:

(a) An easement over and across all tracts for the construction, maintenance and use of all roads, including existing private roads as the same are now located upon the properties, and proposed private roads as shown on the plat attached hereto as Exhibit "A". The roads and trails shown as existing or proposed private roads on said plat shall remain private roads for the use only of Declarant, Declarant's successors, and the Owners, 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.

(b) An easement over, through and across all land within ten feet of all tract boundaries for the installation and maintenance of water liens, sewage disposal lines, power lines, telephone lines and other utilities. Installations for water and sewer lines and utility lines, including electric power and telephone lines, shall be underground and at the expense of the tract owner.

Declarant agrees to convey the easements reserved above to the Association prior to the time of the conveyance of the first tract.

Section 2. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every tract, subject to the following provisions:

(a) The right of the Association to provide reasonable restrictions on the use of the common area for the overall benefit of its members, including limitations of the number of guests permitted to use the common area and restrictions or prohibitions on the use of motorized vehicles in the common area;

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area;

(c) The right of the Association to suspend the voting rights and right to use of the recreational facilities by any Owner for any period during which any assessment against his tract remains unpaid; and for a period not to exceed thirty days for any infraction of its published rules and regulations;

(d) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a tract which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any tract which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Class B members named below. Class A members shall be entitled to one vote for each tract owned. When more than one person holds an interest in any tract, all such persons shall be members. The vote for such tract shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any tract.

Class B. The Class B members shall be the Declarant; provided, however, that in the event of the Declarant's transfer of ownership of 50% or more of the tracts to a corporation or partnership, such transferee corporation or limited partnership shall become Class B members, and Declarant shall cease to be Class B members. If a corporation or partnership becomes a Class B member as herein provided, all members of the Board of Directors of such corporation or all general partners of the partnership shall be members of the Association. Class B members shall be entitled to four votes for each tract owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On December 31, 1982

ARTICLE IV - ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each tract owned within the Properties, hereby covenants, and each Owner of any tract by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association;

(1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties, and for the establishment, improvement and maintenance of facilities enhancing the use and enjoyment of the common area and of the homes situated upon the properties, including, but not limited to the payment of taxes and insurance on common properties, maintenance of roads on easements owned by the Association, and the cost of labor, equipment, materials, management and supervision.

Section 3. Maximum Annual Assessment. Until January 1, 1974, the maximum annual assessment shall be \$100.00 per tract. From and after January 1, 1974, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership; and, after January 1, 1974, the maximum annual assessment may be increased above 3% by a vote of two-thirds of each Class of membership who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at any amount not in excess of the maximum. In addition to the annual assessments, if the Association provides services to tracts upon which dwellings have been constructed, including, but not limited to hauling water, or providing for collection of trash and garbage, the Association may make user charges for such services to the owners of the tracts directly benefiting from such services.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all tracts and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all tracts on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each tract at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified tract have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8 percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his tract.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any tract shall not affect the assessment lien. However, the sale or transfer of any tract, pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such tract from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V - PROTECTIVE COVENANTS

Section 1. The following protective covenants are designed to provide a uniform plan for the development of the Properties. The intent of Declarant in establishing these covenants is to create and maintain a recreation, residential and ranch area with an atmosphere and charm entirely compatible with the natural environment of the existing ranch, and further to provide every practical and legal means to safeguard and protect the interests of all Owners and the stability of this development.

Section 2. No construction, improvements, or alterations affecting the external appearance of any main buildings, secondary buildings, fences, walls, railings, artifacts, etc., and no wire, pipe, sewage disposal system, well, or walkway shall be made, erected, altered, placed or permitted to remain upon the properties until plans and specifications showing the design, location, material and color shall have been submitted to a Review Committee consisting of five members appointed by the Board of Directors of Countryman Creek Ranch Association, and approved in writing by the Committee. In considering applications, the Committee will regard compatibility with site characteristics as the primary and foremost design objective. The development shall not dominate its surroundings, but rather should be subservient to them. The total mood should be one of relaxation, embodying the environment. There should be predominance of wood in the structures to assure harmony with the colors and textures of the natural environment. The character of the site can be reflected in the use of wood, stone and glass. Generous use of glass and multiple small components grouped property with existing trees and open spaces will create a more intimate relationship with the three dimensional quality of the site.

Section 3. At least three of the five members of the Review Committee shall be members of Countryman Creek Ranch Association, and it is suggested that at least one of the members have professional qualifications in the area of architecture, design or land planning.

Section 4. In the event the Review Committee fails to approve or disapprove such design, location, construction and materials within thirty (30) days after the detailed plans and specifications have been submitted to it, approval shall not be required and this article shall be deemed to have been fully complied with. Any plans, specifications and proposals so approved, either expressly in writing or by the expiration of the thirty day period hereinabove provided, shall then permit the owner to commence construction in accordance with said plan, but any deviation from said plan which in the judgment of said committee is a substantial detriment to the appearance of the structure or of the surrounding area shall be corrected to conform with the plan as submitted. Any structure to be erected in accordance with approval so given must be erected and completed within eighteen months of approval or new approval obtained. If any structure is begun and is not completed within one year of the commencement of construction, and in the judgment of the Review Committee is of offensive or unsightly appearance, the said Committee or the Directors of Countryman Creek Ranch Homeowners' Association at the option of either may take such action as may be necessary in its judgment to improve the appearance so as to make the property harmonious with other properties, including completion of the exterior of the structure, screening or covering of the structure or any combination thereof, or similar operations, and the amount of any expenditures made in so doing shall be a lien on the property and may be enforceable by an action at law. The Review Committee may act by a majority of its members and any authorization of approval made by the Committee must be signed by a majority of the members thereof.

ARTICLE VI - MINIMUM BUILDING AND USE RESTRICTIONS.

Section 1. Building Restrictions. No structure which fails to meet the following minimum standards shall be erected, placed or allowed to remain on any tract, and the Review Committee shall have no power to approve any structure failing to at least meet these minimum standards:

1. No structure shall be erected, altered, placed, or permitted to remain on any tract other than a dwelling required for a single family and their guests, and structures associated with such dwelling providing for the exclusive recreation use of a single family, provided, however, that:

(a) In addition to the main single family dwelling, not more than one guest house may be constructed on a tract, provided it is not equipped with kitchen or cooking facilities and is not utilized as a permanent residence; and

(b) Dwellings accommodating two or more families may be constructed upon compliance with all of the following conditions:

(i) Such dwelling may be constructed only if two or more tracts are combined into a single building site, and such dwelling may not contain more dwelling units than the number of tracts so combined to form the building site;

(ii) No other dwellings may be constructed on any of the tracts so combined except one guest house as provided in subparagraph (a) on the combined tracts, and

(iii) Before the Review Committee shall approve the construction of a dwelling for two or more families, the combination of the tracts to form the building site must be evidenced by a recorded agreement between all of the owners of the combined tracts and the Association specifying the location of such dwelling, and describing the tracts upon which no further dwellings may be constructed.

2. No tracts shall be subdivided. Any building or residence erected on said tract shall be of new construction, and no old building, or buildings, shall be moved onto said premises.

3. No tract or any building or improvement erected thereon shall at any time be used for the purpose of any trade, profession, manufacturing or business of any description, nor for hospitals, duplexes, apartment houses, nor any other multiple dwelling houses, except as provided in paragraph 1 of this article.

4. No noxious or offensive activities shall be carried on, nor shall anything be done on any tract which may become an annoyance or nuisance to the neighborhood.

5. No basement or structure on any tract may be used for dwelling purposes until after its area, as defined by the foundation, has been completely enclosed according to plan and it has been substantially completed, and sanitary facilities and utilities permanently installed. No tent, shack or other outbuilding erected on a tract shall at any time be used as a residence, temporarily or permanently.

6. TV, radio, and other antennas are to be located to as to be inconspicuous.

7. No fences or walls of any kind or character shall at any time be maintained along tract boundaries. Fences or screens surrounding or adjacent to patio areas, and fences for the enclosure of permitted animals may be constructed, but the location, design, material, color and height and size of the enclosure must be approved by the Review Committee.

8. No trailers or other living conveniences shall be kept on said tracts before, or after construction of residence. No trailers, boats or other mobile devices shall be situated or parked on any tracts unless properly housed or screened from sight of the road, common area and adjoining tracts.

9. No trash, debris, organic or inorganic wastes shall be permitted to accumulate on any tract or in any road adjacent thereto, but shall be promptly and efficiently disposed of, and no vacant or other tract shall be used as a dump ground or burial pit. The only allowable outside trash or refuse cans or containers shall be those which are sunken in the ground and covered with a metal top or otherwise enclosed by a structure approved by the Review Committee. Outside incinerators shall not be permitted.

10. No signs, billboards, posters or other advertising devices of any kind or character shall be erected or displayed upon any of the tracts except promotion signs for Countryman Creek Ranch, and signs of an approved type and size displayed to identify the occupants of a dwelling.

11. All secondary structures on a site will match an external design and be made of the same basic external material as the primary structure.

12. Roads, walks, paths and trails, without undue sacrifice in directness, will be laid out in curving or winding routes.

13. All concrete that extends 12 inches or more above ground will be painted a blending color with its natural surroundings.

14. Any dwelling and any garage, carport or accessory structure attached to said dwelling erected on any tract shall be so located so that at ground level no portion thereof is less than 30 feet from any boundary line of the tract; except that in the case of tracts combined into a single building site for a dwelling for two or more families, no portion thereof, and no portion of any accessory buildings shall be less than thirty feet from any exterior boundary of such combined building site.

15. No 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.

Section 2. Use Restrictions. The following use restrictions shall be applicable to all tracts:

1. Neither hunting nor the discharge of any rifle, shotgun, pistol or other firearms shall be permitted at any time on any tract. Hunting for birds may be permitted by the Review Committee subject to such restrictions and rules as may be prescribed by the Committee.

2. No animals or poultry shall be kept on said tracts except ordinary household pets belonging to the household; provided that subject to prior approval of the Review Committee, horses or cows not exceeding a total of four such animals for each ten acres within the tract, may be maintained on a tract if enclosed within a fence approved by the Review Committee and so long as the enclosed area is kept clean and inoffensive to occupants of neighboring tracts and so long as said animals are properly fed and cared for so that they are not dependent upon grass within the enclosure for feed. No domestic animals will be allowed off its owners' premises unless it is in the immediate company of its owner or his agents. The Review Committee or the Associations' directors may limit the number of domestic animals on any tract, and may withdraw permission for any domestic animals from any owner who violates the restrictions of this paragraph.

3. No attempt shall be made by anyone to domesticate any wild animals on the properties.

4. Except to the extent permitted by the Review Committee to enable the building of structures and improvements on a building site, and except for the removal of dead or diseased trees, there shall be no cutting of timber located on a building site.

5. All plant life, except those in specific confined gardens or planters, must be approved by the Review Committee. Plants outside of confined areas above must conform to the natural varieties and must not be of an undesirable spreading nature, and must be planted in irregular or staggered natural spacing.

6. In order to protect the properties and structures thereon from fire, the Review Committee may adopt fire protection restrictions including, but not limited to the following:

- (a) maintenance of spark arresters on chimneys;
- (b) at times of high fire danger, restrictions against smoking except within buildings;
- (c) provision of an externally accessible fire tool box and extinguisher at each dwelling, containing at least one palaskie and one fire shovel;
- (d) maintenance at each dwelling of an externally available nozzle and 250 feet of hose connected to a primary or auxiliary water system;
- (e) approval by the Review Committee of all barbecue sites and units;
- (f) prohibition of all external burning of refuse, and
- (g) correction by tract owners of all unnecessary fire hazards and conditions.

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

Section 3. Exterior Maintenance. Each Owner shall provide exterior maintenance upon his tract and any structures thereon; including painting and repairing the structures; maintaining the grounds to preclude weeds, underbrush, and other unsightly growths; and not permitting refuse piles or other unsightly objects to accumulate or remain on the grounds. In providing such exterior maintenance, the Owner shall utilize color and landscaping schemes that are harmonious with the surrounding area and consistent with generally accepted concepts for desirable residential developments. In the even any Owner shall fail or neglect to provide such exterior maintenance, the Association shall notify such Owner in writing specifying the failure and demanding that it be remedied within thirty (30) days. If the Owner shall fail or refuse to provide such exterior maintenance within the thirty day period, the Association may then enter such tract and provide required maintenance at the expense of the Owner. The full amount shall be due and payable within thirty (30) days after the Owner is billed therefor. Such entry on the tract by the Association shall not be deemed a trespass.

ARTICLE VII - GENERAL PROVISIONS

Section 1. Enforcement. Violation of any restrictions, conditions, covenants or agreements herein contained shall give to the Association, acting through its directors, the right to enter upon the property, and to summarily abate and remove at the expense of the Owner any erection, thing, or condition that may be in, or upon said tract contrary to the provisions hereof without being deemed guilty of trespass. The result of every act or omission whereby any restriction, condition, covenant or agreement is violated in whole, or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance either public or private, shall be applicable against every such result. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Every remedy shall be deemed accumulative and not exclusive. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Costs of Enforcement. Should any lawsuit or other legal proceeding be instituted by the Association against an Owner alleged to have violated one or more of the provisions of this declaration and should the Association be wholly or partially successful in such proceeding, the offending Owner shall be obligated to pay the costs of such proceeding, including reasonable attorney's fees.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Additional Land. Additional land contiguous to the above described land may be annexed by the Declarant without the consent of members within ten years of the date of this instrument; provided that the annexation is in accord with the general plan heretofore established for the land subject to this declaration. In the event of such annexation, all tract owners within said annexed land shall also become members of Countryman Creek Ranch Association, and additional common areas may be conveyed to the Association.

Section 5. Amendment. Any provision herein may be amended or revoked, and additional provisions added, at any time by a written instrument recorded in the office of the Clerk and Recorder of Stillwater County, Montana, duly signed and acknowledged by the owners of record of not less than 2/3 of the tracts subject to this declaration.

Section 6. Term. The provisions of this declaration shall be binding for a term of twenty-five (25) years from the date of this declaration, after which time the declaration shall be automatically extended for successive periods of ten years unless an instrument signed by the owner of 2/3 of the tracts has been recorded, agreeing to change this declaration in whole or in part.

Section 7. Consent of Contract Sellers. D. B. Saunders, also known as Dogan B. Saunders, and Lilah D. Saunders, husband and wife, sellers in a contract for sale dated June 25, 1970, and an amendment thereto dated April ____, 1972, which provides for the sale of the property subject to this declaration to Richard C. Hoeffle and Charles J. Heringer, Jr., hereby join in this declaration for the purpose of subordinating their interest in said land pursuant to said contract to the terms and conditions of this declaration.

IN WITNESS WHEREOF, the undersigned have executed this declaration this ____ day of _____, 1972.

Charles J. Heringer, Jr.
CHARLES J. HERINGER, JR.
Marynell Heringer
MARYNELL HERINGER
D. B. Saunders
D. B. SAUNDERS

Richard C. Hoefle
RICHARD C. HOEFLE
Joanna D. Hoefle
JOANNA D. HOEFLE
Lilah D. Saunders
LILAH D. SAUNDERS

STATE OF MONTANA }
: ss.
County of Yellowstone }

On this ____ day of _____, 1972, before me, a Notary Public for the State of Montana, personally appeared RICHARD C. HOEFLE and JOANNA D. HOEFLE, his wife, CHARLES J. HERINGER, JR. and MARYNELL HERINGER, his wife, and D. B. SAUNDERS and LILAH D. SAUNDERS, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

Notary Public for the State of Montana
Residing at _____, Montana
My commission expires _____

(SEAL)

STATE OF MONTANA }
: ss.
County of Yellowstone }

On this 10 day of May, 1983, before me, a Notary Public for the State of Montana, personally appeared Judith R. Murray, Ardyce E. Endersen, David Maas, John F. Johannes and Fred W. Lueneburg

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same.

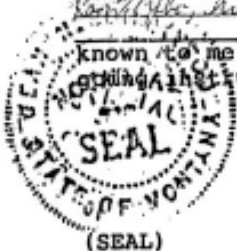


John F. Johannes
Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires Aug 8, 1984

STATE OF Montana)
County of Yellowstone) : ss.

On this 7th day of June, 1983, before me, a Notary Public for the State of _____ personally appeared David Maas and Ardyce E. Endersen, and John F. Johannes

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same.



Jean A. Schmitt
Notary Public for the State of MT
Residing at Billings MT
My commission expires 10-7-84