

**DECLARATION OF PROTECTIVE COVENANTS
OF AND FOR
UPLAND MEADOWS SUBDIVISION**

This Declaration of Protective Covenants of and for Upland Meadows is entered into this ____ day of August, 2006 by Upland Enterprises LLC, the Declarant.

WHEREAS, Declarant is or was the owner of the parcels comprising the Upland Meadows Subdivision situated in Madison County, Montana that are subject to these Protective Covenants;

WHEREAS, these Covenants are designed to preserve the integrity and pristine environment of Upland Meadows and surrounding area. Upland Meadows consists of six parcels (hereinafter referred to as "Ranch Parcels"). The Ranch Parcels subject to and affected by these Covenants are more particularly described in Exhibit A attached hereto and incorporated by reference herein.

WHEREAS, it is the intent of the Declarant and the owners to protect and conserve the environment, the natural beauty and view shed of the Ranch Parcels while at the same time protecting the interests and investments of the individual owners. These Covenants are designed to accomplish this goal.

NOW THEREFORE, the Declarant hereby declares that all of the Ranch Parcels shall be owned, held, sold, conveyed, encumbered, leased, used, and occupied subject to the following Covenants, which shall run with the Ranch Parcels, and be binding on all parties having any right, title or interest in the Ranch Parcels or any part thereof, their grantors, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, and use of the Ranch Parcels. Such Covenants, shall apply to the Ranch Parcels referenced herein, and all improvements placed or erected thereon, unless otherwise excepted herein. The Covenants shall inure to and pass with each and every Ranch Parcel.

Said Covenants shall be as follows:

I. DESIGN

1. DESIGN COMMITTEE

The Design Committee is established to coordinate, expedite, and assure fair and equitable implementation of this Declaration and to preserve the outlined criteria. All requests, applications for review and correspondence with the Design Committee should be addressed to Upland Enterprises LLC. at P.O. Box 6, Ennis, MT 59729. A primary residence, guest residence, barn, improvement, structure or fence shall not be constructed or built without an application submitted to that is reviewed and approved by the Design Committee.

2. GENERAL DESIGN

All owners are encouraged to design buildings that reflect a western ranch style. Materials, compositions, colors and shape are most important in the design of all structures. Houses and buildings shall not be built on ridge tops or ridgelines. The design committee will not look favorable on, nor support plans that incorporate ridge tops or ridgeline location of buildings. Mobile and manufactured homes are prohibited.

3. EXTERIOR MATERIALS

Exterior materials shall be of earth tones or natural colors and roofs must be non reflective. The use of metal roofs on any structure or improvement must be of a natural color, no unpainted or natural steel. Paint or stain must be of earth tones.

4. ROOFS, TV ANTENNAS, SATELLITE DISHES, PROPANE TANKS

All roofs must be of a Class A fire rating for fire protection. All roofs must have a 4:12 minimum pitch. Rooftop equipment, such as TV and radio antennas, is prohibited, unless totally concealed from view of all Ranch Parcel owners and road easements. Satellite dishes and other transmitting devices must be screened from view of all Ranch Parcel owners and road easements. Satellite dishes must also be of a dark green, brown or black color to blend in with the surrounding vegetation. Propane tanks shall be buried or hidden from view.

5. EXPOSED FOUNDATIONS

Exposed foundations of concrete or masonry construction shall not have an exposed surface which exceeds a height of twelve (12) inches above finished grade, unless faced with rock, brick or other suitable veneer, painted or stained of a natural color unless approved by the Design Committee.

6. SOLAR COLLECTORS

Solar collectors may be of any construction or material required for efficient operation, but they shall not be placed on any structure in a manner which causes glare to any neighboring Ranch Parcel or improvements thereon or from any road easement. Solar collectors shall be integrated into the structure of an improvement, residence, garage, carport or accessory building and shall not be free-standing. Solar collectors shall be permitted only upon specific prior approval by the Design Committee.

7. SIZE AND HEIGHT

The primary residence shall contain a minimum of 1400 square feet and a maximum of 4500 square feet of living space, excluding a garage. A guest residence shall contain a minimum of 600 square feet and a maximum of 1200 square feet of enclosed living space, excluding a garage. No building structure shall exceed 25 feet in height. Building height shall be measured from the average grade of the foundation to the highest part of the roof peak.

8. EXTERIOR LIGHTING

Exterior lighting shall not cause glare to any adjacent Ranch Parcel. Mercury vapor lamps will not be permitted. Entry lighting shall be subdued and shall not exceed sixty watts and the bulb shall be shrouded so as to project light down and not horizontally.

II. SITE DESIGN, PREPARATION AND LOCATION

1. SITE PREPARATION

Grading for all improvements shall be contoured to existing ground lines to avoid unnatural sharp edges. Existing natural features including trees, shrubs, rocks and outcroppings should be incorporated into the plan and preserved whenever possible. Home site development shall accommodate proper drainage using natural channels. Drainage and topographical transitions should blend with the natural topography of the home site.

2. REVEGETATION

Revegetation shall be required for all disturbed areas. Revegetation, to the greatest extent possible, shall restore the Ranch Parcel to the conditions which existed prior to any construction so that the Ranch Parcel and environment shall be in harmony with the surrounding unimproved property. The owner must complete the restoration within a reasonable time as dictated by weather conditions following the construction period.

3. PRIMARY RESIDENCE/GUEST RESIDENCE

If a guest residence is completed first then the primary residence must be completed within two years of a guest residence.

4. TEMPORARY STRUCTURES

Temporary structures are forbidden unless a primary residence has been constructed and completed. RV trailers may be used only during the construction of the primary residence. All temporary structures must be removed within thirty (30) days after the completion of the primary residence. Completion of the primary residence should be accomplished within eighteen (18) months of groundbreaking.

5. SITE CLEANUP

During any construction, the site shall be cleaned up weekly and shall be maintained free of trash. The owner shall be responsible for cleaning up wind-blown debris, both on and off the premises.

6. HOMESITE DESIGNATION

Primary residences, guest residences and related structures shall be located and constructed at the designated home site. Further:

- Home site and all related structures shall be within a 3 acre building envelope.
- There are no building zones on Dehorty dump site, or along drainages and wildlife corridor as shown on final plat.
- There are no building zones on Lot 1 above elevation 5340' and on Lot 2 above elevation 5300' as shown on final plat.

III. RESIDENTIAL USE

1. PRIMARY/GUEST RESIDENCES

The Ranch Parcels are available to accommodate private, single family structures only. A guest residence shall be permitted with discretion so long as such residence conforms to the same standards and guidelines provided for by these Covenants for the primary residence as well as all codes and building guidelines of the Madison County.

2. SUBDIVISION/SETBACKS

There shall be 100' set backs from the boundary lines of each lot.

3. HOME OCCUPATIONS

Home occupations are permitted so long as such use complies with the provisions of this paragraph and does not otherwise conflict with these Covenants. A home occupation is an occupation customarily conducted entirely within a residence by the inhabitants thereof which is clearly incidental and secondary to the use of that residence as living quarters, and in connection with which there are no on-premise sales of products, no on-site employment of persons other than the residents of the residence, no generation of pedestrian or vehicular traffic beyond that customary or incidental to residential use of the residence, no employees who do not reside in the residence, no signs or structures advertising the occupation, and no excessive or unsightly storage of materials or supplies. For guidance, the following uses are examples of home occupations that are permitted, given the above stipulations and restrictions: the making of clothing, the giving of music lessons, a sole practitioner professional practice who maintains a telephone and office within the residence, but the services and products are provided and sold off of the Ranch Parcel, the pursuit of artistic endeavors such as the making of pottery, ceramics, paintings or bronzes and the like, provided that the products are marketed and sold off of the Ranch Parcel.

IV. GENERAL PROVISIONS

1. UTILITIES

There are utility easements for electricity, gas, telephone, TV communications, and other utility equipment thirty (30) feet from the center line of each road and ~~ten~~ ^{ten} (10) feet on either side of lot boundary lines. All Ranch Parcel owners shall have the right to enter upon and excavate in such easements for the purpose of installing, repairing, removing, and otherwise servicing the facilities installed in such easements. Each Ranch Parcel owner shall be responsible for utility installation and maintenance in accord with local and state regulations. All new utility lines, cables, or pipelines will be underground. Each residence shall be connected to a private water supply system at the sole expense of the owner, and such systems must conform to regulations imposed by the State of Montana, Madison County or other regulatory agencies. Each residence shall be connected to a private sewage system at the owner's sole expense. This system must also conform to all state and local laws and regulations.

2. ROAD EASEMENTS

The expense for the improvement to all easements whether for utilities or road improvements is the sole responsibility of the beneficiary of said easement. Access easements can not be blocked or gated unless all parties affected agree upon.

3. DRIVEWAY STANDARDS

All driveways are to have a 20 foot minimum width and have ample turnaround room for emergency vehicles. Any culverts or drain pipes must be installed to the manufactures specifications to support emergency vehicles.

4. MAINTENANCE

No garbage, trash, unsightly debris, organic or inorganic waste shall be collected and/or permitted by an owner to accumulate on any Ranch Parcel or in any road adjacent thereto, and shall be disposed of promptly and efficiently. No vacant lands or other parcels shall be used as a dumping ground or burial pit by any owner. No owner of any Ranch Parcel shall allow an accumulation on their parcel of unlicensed or junk vehicles. The Design Committee shall enforce this provision and will have the right to remove said waste or vehicles from the Ranch Parcel, if necessary, at the owner's expense.

Owners shall maintain home sites and improvements in good repair and appearance at all times. All Ranch Parcels and landscaping improvements thereon shall be kept and maintained in good, clean, safe, sound, attractive, and thriving condition and in good repair at all times. Fire hazards must be controlled. If damage occurs through a negligent act of a Ranch Parcel owner, members of his/her family, guests, invitees or employees, then such owner shall be responsible and liable for all such damages. Non-maintenance, lack of weed control, accumulation of garbage, refuse, debris or unsightly materials or possessions by a Ranch Parcel owner that cause the adjacent Ranch Parcel owners to clean up such materials shall be subject to such remedial measures as the Design Committee deems in the best interest of all Ranch Parcel owners. The cost of any removal or clean up of a Ranch Parcel shall be at the sole expense of the neglectful owner. Failure to pay said costs in a timely fashion shall result in an additional assessment against the Ranch Parcel owner. If said assessment remains unpaid for 60 days, the parcel in question shall be subject to a lien in the amount of such assessment together with any attorneys' fees and costs incurred from enforcing said lien. Said lien may be enforced pursuant to Montana law relating to foreclosure of liens.

5. WEEDS

All Ranch Parcel owners will be responsible for the control of all noxious weeds on said parcel or related road easements pursuant to Montana law.

6. WOOD STOVES

Installations shall comply with all Underwriter Laboratory (UL) criteria. Specifically, all wood stoves shall include a spark arrestor.

7. NOXIOUS OR OFFENSIVE ACTIVITIES

No noxious, offensive or hazardous activities shall be permitted upon any portion of the property, including, but not limited to industrial activity, mining, pig/swine or poultry farms, nor shall anything be done on or be placed upon any portion of a Ranch Parcel which is or may become a nuisance to others. No light shall be produced upon any home site or any other portion of the Ranch Parcel which shall be unreasonably bright or cause unreasonable glare. No sound shall be produced upon any home site or other portion of the Ranch Parcel which is unreasonably loud or annoying, including but not limited to speakers, horns, whistles, or bells.

8. SIGNS

No signs, billboards, posters, displays, advertisements, or similar structures shall be permitted except as agreed by the Design Committee.

9. FENCES

All fencing of Ranch Parcels shall be constructed so as to conform as much as possible to the natural surroundings and the other improvements on the parcels. Any new boundary or cross fencing can not be constructed of page wire type or solid fencing. The bottom of the fence must be 16" minimum above ground with a maximum height of 48", and must comply with Montana law (Section 8-14-101 et seq. Montana Code Annotated). All fencing must be approved by Design Committee.

10. CLOTHES LINES

Outside clothes lines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced service yard and shall not be visible from any other Ranch Parcels or road easements.

11. DIVISION OF TRACTS

Tracts 1 thru 5 can not be split or divided in any form. Tract 6 can be split once.

12. ANIMALS

Animals and livestock may be raised, bred or kept on any parcel, with the exception of pigs, swine or poultry as provided in paragraph 6 of this Article. An individual pig, swine or chicken or other poultry may only be permitted when raised by a 4-H member, or as approved by the Design Committee.

13. PET CONTROL

Pets shall be strictly controlled by owners, they shall not be permitted to chase or harass wildlife or livestock on any lands.

14. FIRE PROTECTION

In addition to any rules set forth above, a fifty (50) foot clear zone will be maintained, including weeding and lawn mowing if there is an existing law, around the residences.

15. RECREATIONAL USE

Each parcel may be used by the owner recreationally until the primary residence is constructed. Recreational use is tent camping or placing of a trailer temporarily upon the parcel. Temporarily shall mean the placement and use of such items on the parcel for no longer than two consecutive weeks at any time or for no longer than six weeks during any given calendar year.

16. HUNTING/FIREARMS

Hunting is permitted on all Parcels with strict adherence to safe hunting practices. Permission to hunt on Ranch Parcels must be obtained in writing from the Owner.

17. RIGHT TO FARM

Nothing contained in these Covenants shall be construed to limit or otherwise restrict Ranch Parcel owners from engaging in farming, ranching or other agricultural uses of their parcels. Agricultural structures such as barns, hay cover outbuildings and corrals can be built outside the residential home site. All structures require an application that must be reviewed by and approved by the Design Review Committee.

V. ENFORCEMENT

1. ENFORCEMENT

The provisions of these Covenants may be enforced by individual Ranch Parcel owners or the Design Committee.

2. VIOLATIONS

In the event of violation or threatened violation of any of these Covenants, or additional covenants and regulations adopted pursuant to the terms of these Covenants, legal proceedings may be brought in a court of law or equity for injunction, relief and damages. In addition, any Ranch Parcel owner or owners may serve notice in writing on the persons or entity violating these Covenants specifying the offense, identifying the location, and demanding compliance within the terms and conditions of these Covenants. Such notice shall be personally served. In the event that personal service cannot be obtained after reasonable efforts, notice shall be posted at a conspicuous place on the Ranch Parcel in question and a copy of the notice shall be mailed by Certified Mail, return receipt requested, to the last known address of the party or entity. No Ranch Parcel owner shall be liable to any person or entity for any entry, self-help or abatement of a violation or threatened violation of these Covenants. All violating owners, invitees and guests shall be deemed to have waived any and all rights or claims for damages for any loss or injury resulting from such action, except for intentionally wrongful acts.

VI. DESIGN COMMITTEE

1. PURPOSE

The purpose of the Design Committee is to review and approve or disapprove all applications, plans and specifications for any residence, building, structure, fence or other improvement thereon.

2. MEMBERS

Initially, the Declarant will be the Chairman of the Design Committee until the year 2015, at which time Declarant may elect to extend its term as Chairman for an additional 10 year term or

Declarant shall appoint two other Ranch Parcel owners to the Design Committee, who shall serve on said committee until such time as he/she resigns his/her position. Upon the resignation of a design committee member, Declarant shall appoint a replacement from among the remaining Ranch Parcel owners. If the Declarant(s) are deceased, incapacitated, or otherwise unavailable to perform the duties of Design Committee Chairman the remaining Ranch Parcel owners shall appoint a replacement Chairman by majority vote. Each parcel shall have one vote.

3. GUIDELINES

The Design Committee may establish and publish a Design Guide which will set forth the procedures and criteria for review of residences, improvements or other structures to be constructed or installed on the home site. The design committee supports the concepts and guidance outlined in the "code of the New West" Produced by Madison County.

4. APPROVAL

In the event the Design Committee fails to approve or disapprove such design, location, construction and materials within forty-five (45) days after the detailed application, including site plan and specifications, have been submitted to the committee, approval shall be deemed granted. Any plans, specifications and proposals so approved, either expressly in writing or by the expiration of the forty-five (45) day period herein above 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 Design Committee, is also a) a deviation of substance from either the Design Guide or the requirements of this Declaration; or b) is a detriment to the appearance of the structure or to the surrounding area shall be promptly corrected to conform with the submitted plan by the owner or after reasonable notice is provided, in accordance with Article V herein, to such owner by the Design Committee at the owner's expense. Any structure to be erected in accordance with approval so given shall be diligently prosecuted to completion and must be commenced and completed within eighteen (18) months of approval, or new approval must be obtained unless specific written extension is granted by the Design Committee. If any structure is begun but is not completed within eighteen (18) months of the commencement of construction, and in the reasonable judgment of the Design Committee is of offensive or unsightly appearance, then the Design Committee may, after reasonable notice to the owner, take such action as may be necessary in its judgment to improve the appearance so as to make the Ranch Parcel harmonious with other Ranch Parcels, including completion of the exterior of the structure, installation of screening or covering of the structure of any combination thereof, or similar operations; and the amount of any expenditures made in so doing is the responsibility of the owner and shall be a lien on the Ranch Parcel enforceable by an action of law.

5. INSPECTION OF WORK

Upon the completion of any improvement for which approved plans and specifications are required under this Declaration, the owner shall give written notice of completion to the Design Committee. The Design Committee or its duly authorized representative may inspect such improvement. If the Design Committee finds that such work was not done in strict compliance with all approved plans and specifications submitted or required to be submitted for its prior approval, it shall notify the owner in writing of such noncompliance, and shall require the owner

to remedy the same. If, upon the expiration of thirty (30) days from the date of such notification, owner is not in compliance, then legal action shall be taken.

6. REVIEW FEE

At the time of submission of a completed application, including a site plan and specifications for construction of the improvement, the owner shall submit the required design review fee of \$100.00 to the Design Committee. This fee is assessed one time per lot.

7. VARIANCES

A request for variance for a structure can be submitted to the Design Committee at the time of the submission of the application. The request for variance must be reasonably consistent with these Covenant and provisions of the Design Guide if established. Variance approvals are at the sole discretion of the Design Committee.

VII. MISCELLANEOUS

1. WAIVER OF RIGHT TO PROTEST

All Ranch Parcel owners subject to these Covenants waive the right to protest any subsequent subdivision of the real property retained by Declarant which is not subject to these Covenants.

2. SEVERABILITY

Invalidation of any one of the provisions or paragraphs of these Covenants by judgment or court order shall in no way affect any other provision or paragraph of these Covenants which shall remain in full force and effect.

3. AMENDMENT

Except those provisions requiring a greater consent, 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 Madison County, Montana, duly signed and acknowledged by the owners of record and the Design Committee with 100% acceptance.

4. TERM

The provisions and paragraphs of this Declaration shall be binding for a term of one hundred (100) years from the date of this Declaration, after which time the Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument agreeing to revoke or terminate this Declaration has been signed by the owners of 100% of the Ranch Parcels and has been recorded. These Covenants shall continue in full force and effect and shall run with the land as legal and equitable servitude in perpetuity unless amended or terminated as set forth herein.

Made and executed the day and year shown above.

Upland Meadows Grazing Management Plan

To anyone interested in grazing livestock on Upland Meadows parcels:

The ranch parcels in Upland Meadows are sensitive lands with regard to livestock grazing and should be carefully managed. If you plan to have livestock, you must plan to supplement with hay in a contained area for a large portion of the year. Any owner and/or user of these parcels should consult with the local National Resource Conservation Service (NRCS) office before grazing livestock. Some information highlights and tips are listed below:

- Vegetation stubble height should be no less than 3 to 4 inches
- There shall be no early growing season grazing until after May 15th
- Horses will graze all day if allowed, however horses need only 4 hours/day of grazing, so owner/user must supplement the livestock with hay
- Pastures should be on a yearly rotation schedule (consult with NRCS)
- Owners/Users are encouraged to use temporary fencing that can easily be moved for pasture rotation.
- Individual pastures should be rested for 20 days
- Well irrigation is encouraged (check with DNRC)
- These parcels have been rated at .2 -.5 AUM's/acre
- Spreading manure with a small harrow for fertilization is encouraged

Overgrazing of native grasslands takes years to recover from and contributes to the spread of noxious weeds. Please take the time to develop your own specific grazing plan with the help from a range specialist at the NRCS.

Thank you,


Upland Enterprises LLC

Exhibit A

Lots 1, 2, 3, 4, 5, and 6 in a tract of land in Section 33, Township 5 South, Range 4 West, P.M.M., Madison County, Montana, being more particularly described and shown in Book 4 of Plats _____ page 542 of Madison County Records.

Clear Creek Realty