

SHINING MOUNTAINS WEST  
COVENANTS, CONDITIONS & RESTRICTIONS  
Lots 1 to 125 Inclusive

KNOW ALL MEN BY THESE PRESENTS:

That the Shining Mountains West, a limited partnership, herein after sometimes called the declarant, is the owner of that certain property described as the Shining Mountains West, Certificates of Survey as shown on the plat thereof recorded in the records of Madison County, Montana in Book 7 of Surveys page 291, Book 7 of Surveys page 292, Book 7 of Surveys page 293 and Book 7 of Surveys page 308.

It is the intention of the declarant to sell, dispose of and convey tracts as set forth and delineated in such plat and to subject all of said lands and the tracts comprising said lands to protective covenants, conditions, restrictions and reservations to run with the land and be binding upon the present and all successive owners of said real property.

Now, THEREFORE, declarant does hereby, for the mutual benefit of all tracts now comprising said lands, establish covenants upon said lands binding each of the owners thereof and their successors and assigns as follows:

1. The lands shall be used for residential purposes only. No building erected on said lands shall be erected nearer than 30 feet to any boundary along a roadway or nearer than 25 feet to any other boundary line of the tracts. For the purposes of this covenant, eaves, steps, open porches and car ports shall be considered as part of a building. There is reserved for any and all owners in the subdivision an easement 10 foot on either side of all boundary lines within the subdivision and along all boundary lines into which the tracts concerned may be re-subdivided. Said utility easement shall be for water, sewer, gas, electric and telephone lines and practical adjustment of roadways.

2. Declarant has caused or will cause a non-profit corporation to be formed as the Shining Mountains West Owner's Association for the purpose of administering the rights granted hereinafter following assignment of said rights to it in accordance herewith. Said Owner's Association shall have a membership consisting of one(1) membership right per tract sold according to the plat above referred to and on file and shall acquire the powers of the declarant and the powers hereinafter listed at such time as fifty-one percent (51%) of the tracts in the subdivision have been sold or by January 1, 1987, whichever shall first occur. Said Association shall have the right to make assessments against the real property within the subdivision not to exceed \$100.00 per year for each tract as may be determined by its Board of Directors. In case of failure to pay assessments when duly notified, the Board of Directors shall have the power to file a lien in the form of a mechanics and materialmans lien in the records of Madison County, Montana for the amount of the delinquent assessment and to enforce the same upon the same terms and conditions and with the same rights as are granted to a claimant under a mechanics or materialmans lien. Assessments shall be deemed to be for the purpose of improvement of the premises by the member delinquent in payment of the same. Said claim of lien may be filed within 90 days after the first day of January following delinquency in payment of assessment. Said assessment may be raised by agreement of sixty percent (60%) of the members of the Association not in excess of twenty percent (20%) over the previous year's assessment by resolution duly adopted at a meeting of the Association where notice of said increase shall be duly given thirty (30) days prior to said meeting.

3. Said Owner's Association shall have the power and authority to construct, acquire, and maintain roadways, lanes and other improvements for access to provide for security of the premises, to administer, use, employ, lease, maintain and operate the water rights appurtenant to said lands as a whole for beneficial uses for the entire subdivision. To build, maintain and construct livestock fencing around the perimeter of the property.

4. Plans of all structures and other types of housing that are to be built or placed on the parcels, including exterior lighting, must be approved by the General Partner of the declarant until such time as said power is assigned to the owner's Association established as herein above set forth. The exteriors of all structures erected shall be of wood or stone or any other material of a natural wood or stained or earth tone appearance. All structures erected shall have wood shingle or brown composition roofing. This covenant shall exclude buildings in existence at the time of execution of these covenants.

5. It shall be the responsibility of each owner of a tract to fence out livestock on neighboring tracts or roadways by a legal fence. Until such fence is completed by the owner, the declarant or the Owner's Association when it becomes vested with the powers provided for herein, shall have the right to lease now fenced areas for pasture or hay purposes without, however, farming the same.

6. No trailer, mobile home, camper or comparable recreational vehicle or other form of camping accommodation shall be placed upon the premises in other than a temporary manner. Such facilities, when applicable, shall retain a status as vehicles and must be duly licensed as such and shall not be permitted to remain unoccupied on the premises in excess of thirty (30) days in any one year unless housed in an approved structure.

7. Once construction shall have been initiated on any structure, including walls, fences, residence, ancillary buildings or other structure, construction of that particular structure, wall, fence, residence, ancillary building or other structure shall be completed within one (1) year of the time such construction was initiated. Such time periods may be extended under unusual circumstances at the discretion and with the written approval of Shining Mountains West Owner's Association or declarant.

8. Said lands shall not be occupied or used for any noxious or offensive activities and nothing shall be done or permitted to be done on said lands which is a nuisance or might become a nuisance to the owner or owners of any of the surrounding lands, including the disposal of trash.

9. All zoning and other laws including sanitary water and sewage disposal restrictions, rules and regulations of any government under whose jurisdiction said land lies are considered to be a part and enforceable hereunder and all owners of said lands shall be bound by such laws, rules and regulations.

10. All owners are bound by each and all easements, including canal or ditch easements, if any, and rights of way of record or in existence.

11. Declarant reserves unto itself all metals, minerals and all petroleum, natural gas and hydro-carbon in or under said land.

12. No property conveyed shall consist of less than five plus (5 plus) acres and no property so sold shall subsequently be subdivided into tracts of less than five plus (5 plus) acres.

13. Enforcement of these covenants may be brought about by any owner of lands subject to these covenants or the Owner's Association heretofore mentioned and may be by proceedings at law or in equity to recover damages or enjoin or restrain violations or both against any person violating any covenant herein set forth.

SHINING MOUNTAINS WEST, a limited partnership  
By General Partner (signed by Nick Mallas)  
Signature Notarized on August 31, 1979

Covenants Filed for Record on the 1st day of October A.D., 1979 at 3:30 p.m., and recorded in Book 265 of RECORDS on Page 416 - 419, Records of Madison County, Montana.