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DECLARATION OF COVENANTS
Roundup Mesa

ROCKY MOUNTAIN TIMBERLANDS, INC., a Montana corporation of P. O. Box 1153, Bozeman, MT 59771-1153, herein the Grantor, is the owner of that certain property located in Musselshell County, Montana, more particularly described as follows:

SEE EXHIBIT "A"

Rocky Mountain Timberlands, Inc., as the Grantors, hereby subject said property to the conditions, covenants and restrictions set forth herein. These restrictions, conditions, covenants and limitations shall run with the land and shall be binding upon the present owners and all subsequent grantees of any portion of any area included within the aforesaid legal description.

The immediate Grantor and all future Grantees, their successors, heirs and assigns forever, of any portion of the said property, covenant and agree by the acceptance of a conveyance to faithfully observe and comply with the following restrictions, conditions, covenants and limitations.

1. Any and all animals kept on the property must be fenced or contained within the boundaries of said property. Pets shall not be allowed to run at large and shall be in control at all times. No property owner or resident shall be permitted to operate a commercial hog farm, a commercial feedlot, a commercial chicken farm on the property. Any animals kept on this property shall be for domestic or household use only, including pets, and are subject to paragraph 5 herein. Commercial dog kennels or boarding will not be allowed. Grazing animals will be limited to 2 per parcel.
2. Any property owner must assume the burden of supplying and developing water and sewage facilities for his own domestic use. Wells and water systems shall be drilled, installed and maintained at all times in accordance with all applicable rules and regulations of any public agency having authority over same.
3. All future Grantees consent and agree that any roads giving access to this property are not maintained by Grantor. Roundup Mesa Landowners Association is totally responsible for providing and maintaining non-public roads. Owners association shall assess all landowners an annual fee for said maintenance. Until 80% of these tracts are sold, said annual amount shall be \$100 per tract. After that the association will set its own fee amount. All future grantees covenant and agree that until such grantees have developed the access to their individual property to county standards that said grantees will not petition or request any assistance or development by the county for road improvements.

4. All future Grantees covenant and agree that the Grantor is reserving a sixty-foot (60') easement for general ingress and egress across the property sold herein on any existing or proposed road. An existing public utilities easement has been signed by grantors herein to Fergus Electric Cooperative, Inc. Other utilities (such as, but not limited to, telephone or gas lines) shall be installed within the one hundred foot wide utility easement. All future Grantees covenant and agree that Grantor is granting said Grantee an easement for ingress and egress to the property sold herein over and across all roads which Grantor has the right to travel to said property. The sixty-foot (60') easement will be reserved on all existing roads, and on any additional easements recorded, or proposed, or reserved on said property's Certificate of Survey, or sales map, unless stated otherwise. Both the utility easement and ingress and egress easement will have a center line at the center of roads as built. Trees and other obstacles may be removed within the utility easement at the utility company's discretion.

5. All future Grantees covenant and agree not to build, maintain, operate or construct, or in any way cause to be placed any permanent, or temporary, structure within fifty feet (50') of the boundary lines of the subject property, (customary boundary fencing is excepted). All future Grantees further covenant and agree not to cause any condition that will cause the accumulation or existence of garbage, junk or condition causing a noxious odor on subject property, including, but not limited to, inoperative motor vehicles and scrap materials of every sort. Owner's Association shall determine, at its discretion, what is judged to be garbage, junk, a noxious odor, or inoperative vehicles. Any inoperative motor vehicles shall be stored in a finished building upon arrival or said property.

6. All future Grantees covenant and agree that no gates, fences or other obstructions shall be placed upon any access road. This restriction shall not prevent a future Grantee from placing a gate on an access road, on Grantee's property, if the road terminates on that Grantee's property. Metal cattle guards will be allowed if installed in accordance with county road regulations.

7. All future Grantees covenant and agree to abide by any and all applicable regulations as imposed by the Roundup Airport zoning ordinance and Montana State Law.

8. All future Grantees covenant and agree that any construction of homes, outbuildings or any other buildings must be completed on the exterior within eighteen (18) months of the commencement of construction. Minimum square footage shall be 600 sq. ft.

9. All future Grantees covenant and agree that mobile homes may not be placed on the subject property unless they are factory modular homes or double-wide mobile homes (no more than five years old at the date of installation on this property and no less than 980 sq. ft.) and the home is to be completely skirted within thirty (30) days of arrival at subject property. Exterior and skirting materials shall be of non-reflective and non-metallic materials. In the case of exterior walls, said non-reflective and non-metallic materials must have been factory installed. No mobile home may be installed on subject property and then covered with wood siding. This covenant is

not intended to prohibit a property owner from storing a factory constructed recreational vehicle on the subject property following completion of Grantees residence. A property owner may use a recreational vehicle for temporary use on this property such as during hunting season, during vacations, or during construction. In the case of construction, two (2) years shall be the maximum use, but never as a permanent residence. During such construction said construction must be obvious to Grantor or 90 days per year is maximum time said recreation vehicle may be kept on subject property prior to permanent residence being completed. Construction must be on-going. 90 days shall be the maximum use in the case of hunting season and/or vacations. No remodeled buses will be allowed on subject property unless approved, in writing, by the Homeowners Association. Tent or teepee camping will be restricted to 21 days or less in any calendar year.

10. All future grantees covenant and agree that no signs or advertisements shall be place on this property except for a sign designating the owner's name, lot number and/or address. This restriction shall not preclude any future grantee from placing a "For Sale" sign on the property. This restriction is intended to prohibit no trespassing signs, among others. (Orange glow paint serves as a no trespassing sign under Montana law and is recommended in place of no trespassing signs.) Businesses shall be allowed only to the extent that they can be operated out of an established residence or garage, and are secondary to the residence itself (such as a guide, taxidermits, mail-order sales, etc.) In such case, a sign of less than ten sq ft shall be allowed for identification purposes. No bed and breakfast inns to be allowed.

11. All future grantees covenant and agree not to commercially harvest growing trees on the subject property without written permission signed by Grantor herein. Written permission for commercial logging shall not be necessary when purchaser's contract for deed is paid in full. Growing or dead trees on the property may be used for improvement or subject property, such as fences or buildings, at any time without written permission by Grantor.

12. All future grantees covenant and agree not to further subdivide subject property. A maximum density of one residence per parcel and one water well per parcel will be allowed. A septic permit must be obtained by property authorities (currently Musselshell County) prior to home site construction, or in the case of a recreational vehicle being used during construction.

13. Landowners will be responsible to control noxious weeds on their property in accordance with MCA-7-21-2152, the County Noxious Weed Control Act.

14. Provisions 1, 2, 4, 5, 6, 7, 8, 9 and 10 herein may be amended or revoked, and additional provisions added, at any time by written instrument duly signed and acknowledged by the owners of record of not less than 60% of the parcels covered under these covenants as described in the legal description on Page 1 herein. Provisions 3, 11, 12, 13 and 14 may not be amended or revoked without written approval of the Musselshell County Commissioners.

15. Disputes between Roundup Mesa property owners with respect to covenants, homeowners association by laws or any other property related issues will be resolved as outlined in the Articles of Incorporation (or by-laws) of Roundup Mesa Landowners Association.

Dated this 27 day of October, 2000.

ROCKY MOUNTAIN TIMBERLANDS, INC.,
a Montana corporation

Wayne Joyner
Wayne Joyner, President

Lavonne Schroeder
Lavonne Schroeder, Office Manager

State of Montana)
 : ss.
County of Gallatin)

On this 27 day of October, 2000, before me a notary public in and for the State of Montana, personally appeared Wayne Joyner and Lavonne Schroeder, known to be the President and Office Manager, respectively, of Rocky Mountain Timberlands, Inc., a corporation, and acknowledged to me that they executed the foregoing instrument for and on behalf of said corporation.

In witness whereof, I have hereunto set my hand and seal the day and year first above written.

Shawn L. Hoff
Notary Public for the State of Montana
Residing at Bozeman, Montana
My commission expires: 08/08/2004



EXHIBIT A
Continued

Township 8 North, Range 25 East, P.M.M., Musselshell County, Montana

Section 11: A parcel of land located in the NE1/4SE1/4 of Section 11, Township 8 North, Range 25 East, M.P.M., being a part of Tracts 3, 4 and 5 of the Suburban Homes Subdivision located in the SE1/4 of Section 11 and being more particularly described as follows, to-wit:

Beginning at the quarter corner on the East line of said Section 11, said point being the Northeast corner of Tract 4 of the Suburban Homes Subdivision;
thence North 90 degrees 00 minutes West 978 feet
along the North line of said SE1/4 of Section 11 to a point;
thence South 27 degrees 32 minutes East 1185 feet to a point;
thence South 90 degrees 00 minutes East 410 feet to a point
on the East line of said Section 11;
thence North 1 degree 04 minutes East 1048 feet along the East line of said Section 11 to the point of beginning.

LESS AND EXCEPT

(1) Tract 3 of Certificate of Survey No. 1978-22

Section 12: NE1/4, E1/2NW1/4, NW1/4NW1/4, N1/2SE1/4,
NE1/4SW1/4

EXHIBIT A

PARCEL ATownship 8 North, Range 25 East, P.M.M., Musselshell County, Montana

Section 1: Government Lots 1,2,3,4,5,7,8 and SE1/4

LESS AND EXCEPT

- (1) Roundup Airport
- (2) Certificate of Survey No. 1982-8

Section 2: Government Lots 1, 2, 3, 5, 6 and 8,
Government Lot 4 lying East of Highway 87,
W1/2 of Government Lot 7, S1/2,LESS AND EXCEPT

- (1) Roundup Airport
- (2) Certificate of Survey No. 1974-12-B
- (3) Certificate of Survey No. 1978-9
- (4) Highway 87 as it presently exists

Section 2: All that land in U.S. Government Lot 4, lying Southwesterly
of a line which is parallel to and 100 feet distant
Southwesterly when measured at right angles from the
following described centerline:

Beginning at Engineer's Station 121+00.0 on the centerline of
the State of Montana, Department of Highway Project No. F
138(4), which said Engineer's Station 121+00.0 is South
1725.8 feet and East 432.2 feet, more or less, from the
Northwest corner of said Section 2; thence North 14 degrees
32 minutes West 1500.0 feet to Engineer's Station 136+00.0 on
said centerline, which said Engineer's Station 136+00.0 is
South 273.8 feet and East 55.8 feet, more or less, from said
Northwest corner of Section 2.

Section 11: NE1/4

LESS AND EXCEPT

- (1) Highway 87 as it presently exists
- (2) That part of the SW1/4NE1/4 lying and being West of U.S.
Highway 87 as it presently exists

EXHIBIT A
Continued

Township 8 North, Range 25 East, P.M.M., Musselshell County, Montana

Section 11: A parcel of land, being a portion of Tracts 2, 3, 5, 6 and 7 of the Suburban Homes Subdivision, located in the SE1/4 of Section 11, Township 8 North, Range 25 East, P.M.M., more particularly described as follows:

Beginning at a point where the Westerly line of the right of way of the County road which was formerly U.S. Highway 87 intersects the North line of the SE1/4 of said Section 11 and which point of beginning bears South 89 degrees 54 minutes West a distance of 1027.50 feet from the quarter corner common to Sections 11 and 12;
thence from said point of beginning South 28 degrees 12 minutes East along the Westerly line of the right of way of said County road a distance of 1584.00 feet to a point;
thence South 14 degrees 28 feet East a distance of 309.60 feet to a point;
thence North 77 degrees 43 minutes West a distance of 145.30 feet to a point on the Easterly line of the right of way of U.S. Highway No. 87 as the same is now established;
thence North 46 degrees 07 minutes West along the Easterly line of the right of way of U.S. Highway No. 87 a distance of 600.00 feet to a point;
thence North 40 degrees 56 minutes West along the Easterly line of the right of way of U.S. Highway No. 87 a distance of 378.80 feet to a point;
thence North 36 degrees 08 minutes West along the Easterly line of the right of way of U.S. Highway No. 87 a distance of 112.20 feet to a point;
thence North 32 degrees 24 minutes West along the Easterly line of U.S. Highway No. 87 a distance of 400.00 feet to a point on the West line of the NE1/4SE1/4 of said Section 11;
thence North 1 degree 04 minutes East along the West line of the NE1/4SE1/4;
thence North 89 degrees 54 minutes East along the North line of the NE1/4SE1/4;
thence North 89 degrees 54 minutes East along the North line of the NE1/4SE1/4 a distance of 292.50 feet to the point of beginning.

LESS AND EXCEPT

(1) Tracts 1 and 2 of Certificate of Survey 1993-15

STATE OF MONTANA

County of Musselshell ss

Filed for record this 27 day of November, 2000 at 4:34 P.M.

in Book 373 Page 163 By JANE E. MANG Clerk & Recorder

#42 Ret: Rockau mtn. Timberlands
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Bozeman MT 59771

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