

Declaration of Covenants, Conditions, and Restrictions of Buffalo Range Ranch I

Whereas, Declarant is the owner of certain property located in Sanders County, Montana, which is described as Buffalo Range Ranch II Lots 1 thru 5 Subject to easements, rights-of-way, licenses, agreements, assessments, covenants, conditions, provisions, and restrictions apparent or of record.

Now, therefore, the Declarant does hereby declare that the subdivision above described shall be sold and conveyed subject to the flowing covenants and restrictions, all of which are for the sole purpose of enhancing and protecting the value, desirability, and attractiveness of the real property, and shall be binding on all parties having or acquiring any right, title or interest in the described properties, and shall inure to the benefit of each owner thereof. The word lot as used herein shall refer to each lot of the subdivision.

1. Plan of Development of Property. The Property shall consist of five (5) lots described and designated as "Buffalo Range Ranch I". All lots within the subdivision shall be subject to this declaration.

A. Irrigation Water and Site Drainage. Irrigation watering and site drainage from one owner's lot may not travel over any adjacent owner's lot without the adjacent lot owner's written permission. Irrigation easements as shown on final plat are excepted from this provision.

B. Septic System. All lot owners will be responsible for the installation of an approved septic system and shall obtain the necessary septic permit from Sanders County before construction of said septic system. The septic System must be signed off by Sanders County Sanitarian before it is used.

C. Electrical Power and Telephone. Installation of electrical power is the individual lot owner's expense and responsibility. Installation of phone service is the individual lot owner's responsibility and expense. From the point of and into the lot these services shall be underground consistent with appropriate regulations.

D. Setbacks. For all building and improvements, except fences, shall not be less than 150 feet from all road rights-of-way and rear lot lines and not less than 50 feet from the sidelines.

E. Buildings.

(1). General: Homes Must be constructed to UBC building code standard or better and finished with earth tone colors. No galvanized roofing or siding will be allowed. Metal roofing or lap siding is permitted, if it is colored steel or aluminum finished with earth tone colors.

(2). Homes: All dwellings or houses must have a permanent foundation, and a minimum single floor size of 1,000 square feet. The house may have frame or log construction or new modular constructed to UBC building code. Single wide mobile homes, trailer homes and doublewides of HUD building code are not permitted.

(3). Other buildings: Sheds, barns, garages or any outbuilding: No galvanized roofing or siding will be allowed. If metal roofing or siding is used it shall be colored steel or aluminum finished with earth tone colors.

(4). Temporary Buildings. No trailer, mobile home, outdoor privy or other similar outbuilding of a temporary nature shall be erected, placed, or maintained upon any lot for any use other than as a temporary convenience during the actual construction of a permanent improvement on such lot. Currently registered fifth wheels and Motor homes are excepted from this provision.

Declaration of Covenants, Conditions, and Restrictions of Buffalo Range Ranch I

F. Access Drives. Access drives shall be well graveled. Access drives shall be sited so as not to create a visibility restriction at adjoining service roads.

G. Horse Trails. Buffalo Range Ranch II is a pedestrian and equestrian-friendly community. No fencing shall come within twenty-five feet (25) of any road in order to permit those that choose to use that area for recreational passage of humans and animals.

H. Lights. Dusk to dawn lighting is permitted provided it is designed to shine down and not upward to contribute to “night sky” and must be shielded from neighbor’s view.

I. Prohibition against subdivision. No owner shall further subdivide any lot. This is mandated by Sanders County.

J. Conformance to County and State mandates. All lots shall be subject to the restrictions of and shall conform in use with all State of Montana Land Use laws and all County of Sanders zoning ordinances, which may from time to time be applicable. All lot owners shall adhere to the guidelines as outlined in the “Fire Protection Guidelines for Wild land Residential Interface” in the sections on vegetation reduction, clearance roof construction, and building addresses.

2. Animals.

A. All owners within this Subdivision agree not to allow their livestock to overgraze their lot. All owners within this Subdivision agree to immediately remove all livestock from any lots they own that have become overgrazed. Overgrazing is described as but not limited to, “eaten down to the dirt”, causing damage to the plant life on the lot grazed or grazing that creates an unsightly or offensive appearance to the lot that has been grazed. Corrals are excepted from this provision. Corrals must be less than three acres in size, behind the lots main home site, and no closer than 100 feet from any property boundary.

B. The only livestock permitted are domesticated animals. Poultry shall be confined to a coop or within a fenced yard. No peacocks are permitted. Livestock shall not be permitted to occupy or graze irrigation easements, ponds, or river. No lot or any part thereof shall be used as a commercial feed lot. Fish may be planted in ponds only as approved by the Wildlife Agency that has authority in the area of the subdivision.

C. Domestic animals shall not be allowed to become a nuisance or annoyance to the neighborhood. No dog may run at large or endanger wildlife. Dogs shall be kept on the dog owner’s premises.

3. Business. Business shall be allowed that operate inside the houses or outbuildings

4. Vehicles. No discarded, ruined, wrecked, or dismantled motor vehicles, including component parts, not lawfully and licensed and capable of being driven, are allowed on the lot unless stored in a building and not visible to neighbors. No more than four pieces of large commercial equipment; such as logging trucks, graders, loaders, etc, will be allowed on a lot at any one given time. Any additional equipment shall be parked in outbuildings. No vehicle shall be parked on any County or designated right-of-way.

5. Covenants. Any covenant may be amended by an instrument signed by the owners of seventy five percent (75%) of the lots affected hereby. Invalidation of any one of the

Declaration of Covenants, Conditions, and Restrictions of Buffalo Range Ranch I

foregoing covenants and restrictions, or any part thereof by court order, judgment of decree shall in no way affect any of the remaining provisions hereof which shall, in such case, remain in full force and effect.

The Declarant or any lot owner shall have the right to enforce any proceeding of law or inequity of all restrictions, covenants, conditions, and restrictions now or hereafter imposed by the provisions of the Declaration. The methods of enforcement may include proceeding to enjoin the violation, to recover damages or both. Failure by the Declarant or by any lot owner to enforce any provision shall in no event be deemed a waiver of the right to do so hereafter. The Declarant shall have no duty to take any affirmative action to enforce any restrictive covenant nor shall it be subject to any liability for its failure to so act. If any person entitled to do so shall bring formal legal action to enforce any provisions of the Declaration, the prevailing party to this action shall be entitled to recover from the other party reasonable attorney fees in addition to cost of the suit. The Declarant may from time to time waive any of the provisions of these covenants.

Dated this _____ day of _____, 2008

Declarant:

Dave Thorpe, Manager, Buffalo Range Ranch L.L.C.

STATE OF MONTANA

COUNTY OF SANDERS

On this _____ day of _____, 2007, before me appeared DAVE THORPE, personally known, who being by me duly sworn, did say that he is the Manager of Buffalo Range Ranch L.L.C. a registered Montana Limited Liability Corporation, and authorized by Buffalo Range Ranch L.L.C. to sign this document.

Notary Public, State of California Date

My commission expires: _____