

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF AND FOR LOTS ONE THROUGH FOUR,
FOREST ESTATES SUBDIVISION, SANDERS COUNTY, MONTANA**

Whereas, Declarants (herein so called) who/which execute below are the owners of Lots One (1) through Four (4) (individually, a "Lot"; collectively, the "Lots") in Forest Estates Subdivision, Plat No N4, Section 21, Township 24 North Range 31 West, P.M. M., Sanders County, Montana, and desire to impose certain covenants, conditions and restrictions on said Lots for the use and benefit of themselves, as present owners, and for the future owners thereof. Declarants also own Lot Five in the Forest Estates Subdivision (the "Outparcel"), which is not restricted by the provisions hereof, but which shall be benefited by the provisions hereof as more fully set forth herein. Any owner of the Outparcel shall have the right, but not the obligation, to enforce any of the covenants, conditions and restrictions hereof, but the Outparcel shall not otherwise be bound by any of the terms and conditions hereof unless subjected thereto by Declarants in the future in their sole, absolute and only discretion, and then only under terms and conditions acceptable to them as evidenced by written instrument then recorded and referencing this instrument.

Now, therefore, the Declarants do hereby declare that the Lots shall be sold and conveyed subject to the following covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the affected real property and the Outparcel. These covenants, conditions and restrictions shall run with the real property, and shall be binding on all parties having or acquiring any right, title or interest in the described properties herein. The word "Lot" as used herein shall refer to numbered Lots One through Four of Forest Estates Subdivision. The Outparcel shall not be deemed a Lot hereunder and therefore not burdened by the covenants, conditions and restrictions hereof; provided, that the foregoing shall not affect the rights of the owner of the Outparcel to otherwise enforce the terms and conditions hereof against the Lots.

1. Compliance with Health Requirements: No activity on any Lot shall be conducted in violation of any Montana State law, Montana State regulation, or County or local ordinance or

regulation with respect to water supply, sewage disposal, sanitation, air pollution or fire safety. Each Lot owner shall obtain and comply with a State of Montana wildfire suppression plan. All sewage disposal systems shall conform to the requirements set forth in the Certificate of Subdivision Plat Approval, issued by the State of Montana, Department of Health and Environmental Sciences, number 45-95-S24-969, or amendments or revisions thereof.

2. Waste Materials: No Lot shall be used or maintained as a dumping or storage area for rubbish, trash, garbage, brush or other waste. No automobiles, automobile bodies, motor vehicles or parts thereof may be left exposed to view from other Lots or the Outparcel in an inoperative condition, except during a period not to exceed one (1) month while repairs are being made to such vehicle. Vehicles shall not be parked on county roadway.

3. Animals: No commercial livestock or feed lot operation is allowed. Horses are limited to one (1) per each 3/4 of an acre, and since each Lot is approximately three (3) acres, each owner of a Lot may keep up to four (4) horses on that owner's Lot. Livestock, poultry and household pets may be kept, provided that they are not in unreasonable numbers. All animals shall be contained within the boundary of the owner's Lot. Vicious or barking dogs shall not be kept or maintained on any Lot at any time.

4. Offensive Activity: No obnoxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done which may be or may become an annoyance or nuisance to owner or occupant of any other Lot, the Outparcel or the neighborhood; nor shall any Lot be used in any way for a purpose which would endanger the health, safety, welfare and/or unreasonably disturb the residents, owners or users of any other Lot or the Outparcel. No materials or mechanical equipment causing vibration, noise, dust, smoke or odor shall be used on a Lot in a manner detrimental to the use of the surrounding Lots and/or Outparcel.

5. Firearms: The discharging of firearms or hunting on any Lot is strictly forbidden.

6. Equipment Storage: No commercial, industrial logging or construction equipment (including but not limited to

crawlers, dozers, scrapers, loaders, skidders, semi-tractor trailers and large trucks), be stored or kept on any Lot except during the period that such equipment is actively used in the improvement of the Lot.

7. Commercial Activity: No trade, craft, business, professional, commercial or manufacturing activity of any kind shall be conducted or carried on upon any Lot or within any building located on a Lot. Arts, crafts, professions or hobbies conducted solely by family members occupying a residence located on a Lot shall be permissible, so long as the activity is solely contained in a building and does not conflict with the provisions of Section 4 above. No goods, equipment, material or supplies used in connection with any trade, service or business may be kept, parked, stored, dismantled or repaired on any Lot.

8. Residential Use: Lots shall be used for single family residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any portion of a Lot other than a single family private dwelling, a garage no larger than is convenient and necessary for the storage of up to four (4) automobiles or pick-up trucks, a barn for non-commercial use and a guest house for the use of the residence. All buildings must comply with the building standards specified herein and the requirements of paragraph 1.

9. Building Standards: The following construction standards shall be followed for all residences and out buildings constructed on any Lot:

a. All Lot owners must comply with the laws of the State of Montana and the County of Sanders as to fire protection, building construction, sanitation and public health, and any County Health and Sanitation requirements supplemental hereto. No outhouses will be allowed on any Lot. Building and septic permits must be obtained from all applicable governing agencies before commencement of construction.

b. All residential construction on a Lot, once begun, shall be completed to exterior finish within eighteen (18) months after the start of construction.

c. Any primary residence constructed on a Lot must be at least 24 feet wide, contain at least 1,100 square feet of living space. All buildings shall have no less than a 4 inch by 12 inch roof pitch and have at least 8 inches of roof overhang on all sides and shall not exceed two stories above the ground.

d. Manufactured homes, in accordance with all requirements of subsection c. immediately above relating to building size and standards, shall be permitted if installed in a workman-like manner, placed on a continuous concrete or masonry foundation wall, constructed of non-metal siding, and include porches, gables or other similar architectural features.

e. Metal roofs shall be permitted only if they have a color coated finish applied at the factory. Unpainted aluminum, steel, galvanized or other metallic factory surfaces shall not be permitted for roofing or siding.

f. No residential building nor any appurtenance nor outbuilding shall be located less than thirty (30) feet from any adjoining Lot line or the rear (i.e., most-northerly) Lot line; nor closer than sixty (60) feet to the front Lot line abutting the county road. An owner of two or more Lots may use the outside Lot lines to measure set-backs, and may build across the inside Lot line provided, that the owner of two or more Lots executes a covenant to hold the same as a single Lot acceptable to Declarants and, if applicable, governmental authorities. Insofar as is reasonably possible, all garages and out-buildings shall conform in architectural design and exterior appearance to any residence located on the same Lot.

g. All buildings and fences must be constructed in a workman-like manner of attractive finish materials. No barbed wire will be used within sixty (60) feet of the county road.

h. Each residence once constructed on a Lot, shall be kept in the same condition as at the time of its initial construction, excepting normal wear and

tear. If all or any portion of a residence is damaged or destroyed by fire or other casualty, the owner thereof shall rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs and shall be completed within twelve (12) months after the damage occurs, unless delayed by causes beyond the reasonable control of the owner. If the owner desires not to rebuild upon destruction of a residence, the owner shall remove all debris and maintain the Lot in a presentable and orderly manner until rebuilding occurs.

10. Temporary Shelters and Recreational Storage: A single recreational vehicle, such as a travel trailer or motor home, may be placed upon a Lot and used for temporary purposes during construction so long as sanitary facilities are available on the Lot. The presence of a temporary shelter prior to construction of a permanent residence is acceptable for a period of up to eight (8) months until such time as a permanent residence is constructed. One such recreational vehicle may be stored on a Lot that then contains a permanent residence, so long as the recreational vehicle is not used for residential purposes.

11. Re-subdivision: No Lot, after its original sale and conveyance, shall be re-subdivided, except by mutual consent of all adjacent Lot owners and of Declarants; similarly, no two or more Lots, which are held under a subsequent covenant to be held as a single Lot, shall be re-subdivided, except upon such consent and the further consent of any necessary governmental authorities.

12. Signs: No signs or billboards, for advertising or for any other purposes, shall be displayed on any Lot, nor upon or on any building or structure or on a vehicle parked upon a Lot, except a sign not exceeding six (6) square feet solely advertising the Lot for sale or rent.

13. Trees: Each Lot owner shall keep the dead and diseased trees and dead wood on the ground to a minimum. Trees in a driveway or within a building foundation may be removed for construction or driveway purposes, however, at least 50% of

remaining trees shall be left or replanted with other species after completing of the permanent residence on a Lot.

AMENDMENT

This Declaration may be amended by an instrument signed by eighty percent (80%) of the Forest Estates subdivision ownership agreeing to such an amendment and by Declarants, and with the written consent of the Sanders County Board of Commissioners.

TERM OF DECLARATION

The provisions of this Declaration shall run with the land and be binding for a term of twenty (20) years from the date of this Declaration. After twenty (20) years time, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless there is a recorded instrument signed by the owners of eighty percent (80%) of the Lots and Declarants who agree to terminate these covenants at and as of the end of any such twenty (20) or ten (10) year, as the case may be, period.

OUTPARCEL EXEMPTION; DECLARANTS' RIGHTS AND IDENTITY

The Outparcel shall be considered a separate tract of land and is hereby exempted from all of the covenants, conditions and restrictions imposed on Lots and contained herein; provided, however, the owner of the Outparcel shall retain full right of enforcement as described below. If the Outparcel is subdivided, Declarants may, but are not obliged to, subdivide the interest of Declarant and indicate that the owner of that portion of the Outparcel is a Declarant hereunder and therefore entitled to enforce the obligations hereof. To the extent not previously assigned by virtue of the preceding sentence, Declarants may assign their rights as Declarant to any one or more owner or owners of any portion of the Outparcel by recorded instrument affecting the Outparcel and making reference to the terms of this instrument. Thereafter, the balance of the owners of any portion of the Outparcel who or which did not receive such an assignment of Declarant's rights hereunder shall have no rights of enforcement hereunder.

ENFORCEMENT

The Declarants or any owner of a Lot shall have the right

to enforce by any proceeding at law or in equity all covenants, conditions and restrictions now or hereinafter imposed pursuant to the provisions of this Declaration. The failure by the Declarants or any owner of a Lot to enforce any covenant, condition or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. The Declarants shall have no duty to take any affirmative action to enforce any provision hereof, nor shall they be subject to any liability for their failure to so act.

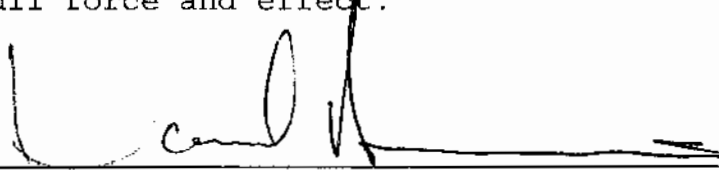
If any person entitled to do so shall bring formal legal action to enforce any provision of this Agreement, the prevailing party to such action shall be entitled to recover from the other party reasonable attorneys' fees and costs of the action.

It is hereby declared that the Sanders County Justice Court shall have original jurisdiction and be a proper forum for any enforcement action initiated hereunder.

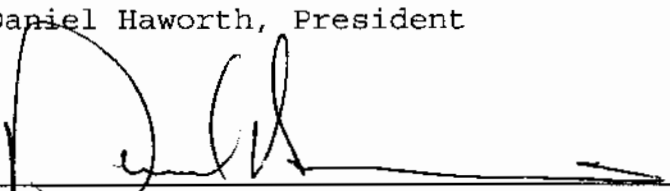
The Sanders County Board of Commissioners will not be responsible for enforcement of the aforementioned provisions.

SEVERABILITY

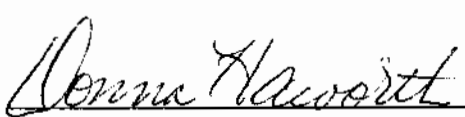
Invalidation of any one of these covenants, conditions or restrictions by court order, judgment or decree shall in no way affect the remaining provisions hereof which shall remain in full force and effect.

 5.27.05

Haworth Corporation, Owner Date
Daniel Haworth, President

 5.27.05

Daniel Haworth, Owner Date

 5-27-05

Donna Haworth, Owner Date

State of Arizona)
) ss.
Maricopa County)

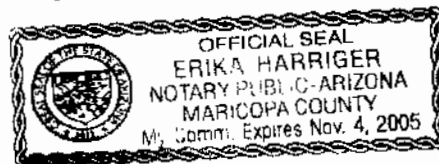
On this 27th day of May 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mr. Daniel and Donna Haworth, known to me or proved to me to be the persons subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal.

Erika Hays
Notary Public

My Commission expires

Nov 4, 2005



State of Arizona)
) ss.
Maricopa County)

On this 27th day of May 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Daniel Haworth, President of Haworth Corporation, known to me or proved to me to be the persons subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal.

Erika Hays
Notary Public

My Commission expires

Nov 4 2005

