

STATE OF MONTANA MADISON COUNTY

RECORDED: 08/05/2004 9:20 BOOK: 513 RECORDS PAGE: 820

Peggy Kaatz CLERK AND RECORDER BY:

VIRGINIA CITY RANCHES ASSOC PO BOX 883, ENNIS MT 59729

DOC #: 100535

FEE: \$18.00

INDEXED *PL*
PLATTED *PL*

PROTECTIVE COVENANTS

with ADDENDA

as voted on August 26, 1999

at the ANNUAL MEETING

and ADDENDA

as voted on August 9, 2003

at the ANNUAL MEETING

Lots 1-309

The Virginia City Ranches Association

Shining Mountains North - Virginia City Ranches Tract

BOOK 513 PAGE 820

#1. Said land shall be used for residential purposes only. No Building erected on said land shall be nearer than thirty (30) feet to along a street, or nearer than twenty-five (25) feet to any other boundary. For the purpose of this covenant, eaves, steps, open porches and carports shall be considered part of the building.

Addendum A: One dwelling only for single family occupancy permitted on any one parcel.

Approved 43-14

#2. Declarant has caused a non-profit corporation to be formed, "The Shining Mountains Virginia City Ranches Association," to administer all matters regarding surface water rights, location and procedures applicable to the drilling of water wells within the various easements, overseeing and maintaining of all common areas, including the upkeep, grading and maintenance of the main traverse roads, the existing ranch fencing around the perimeter of the property and the exterior lighting at each residence or outbuilding, overseeing, maintaining and stocking the lakes, streams and other water bodies with trout, the receipt and expenditures of monies through such entity, and architectural approval after January 1, 1985 or if sooner provided.

Addendum A: Virginia City Ranches Association reserves the right to add, amend, modify or delete any of the foregoing addenda. Approved 72 - 8

#3. Plans of all structures that are to be built or placed on parcels including exterior lighting must be approved by the General Partner of Declarant. Said General Partner will have the right to grant exceptions to the architectural covenants contained here. On January 1, 1985 unless sooner relinquished by the General Partner the Shining Mountains Virginia City Ranches Association shall automatically succeed to the rights, powers and duties of said General Partner regarding the architectural covenants contained herein.

Addendum A: Plans or drawings of all structures to be placed or built on the parcels must be submitted for review of the Architectural Committee and the VCRA Board of Directors. Approved 77 - 1

Addendum B: Exterior lighting will be approved provided that the light source is switchable at location and shielded from neighbors. Approved 70 - 10

#4. No main residential structure (i.e. on-site constructed, prefabricated or mobile home) shall be permitted on any lot, the habitable floor space of which, exclusive of basements and garages, is less than six hundred (600) square feet.

Addendum A: As of the 1999 Annual Meeting NO mobile or trailer homes will be permitted.

Approved 70 - 1

Addendum B: Minimum habitable floor space of main residential structure must be no less than 1200 square feet. Approved 54 - 24 August 9, 2003

Addendum C: Minimum roof slope line of dwelling must be no less than 3/12.

Approved 54 - 22 - August 9, 2003

#5. Appropriate ancillary buildings with no minimum dimensions, in keeping with the architecture of the principal building shall be permitted with the approval of the Shining Mountains VCRA.

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#6. No trailer, 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 not be permitted 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 appropriate structure.

#7. Any building erected upon any of said lots which is constructed of wood, stucco, cement, or metal, shall be painted or stained on the exterior or shall have the color mixed in the final coat.

Addendum A: All storage tanks must be concealed from view. Approved 59 - 17

#8. Once construction shall have been initiated on any structure including walls, fences, residence, ancillary building or other structure, construction of that particular structure, wall, fence, residence, ancillary building or other structure shall be completed within one 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 the Shining Mountains VCRA.

#9. Said land shall not be occupied or used for any noxious or offensive activity 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.

Addendum A: In operable vehicles, machinery, or equipment shall not be permitted.
Approved 73 - 2

#10. All zoning and other laws, 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.

#11. Buyer agrees to be bound by each and all easements, including canal easements, if any, and rights of way in existence.

#12. Declarant reserves unto itself all metals, minerals, and all petroleum, natural gas and hydrocarbon in and under said land.

#13. No property conveyed shall consist of less than 5+ acres and no property so sold shall subsequently be subdivided into tracts of less than 5+ acres.

#14. Enforcement of these covenants shall be by proceedings at law or in equity to restrain violations or to recover damages against any person or persons violating or attempting to violate any covenant, and the benefits shall be enforceable by the Declarant and all owners of land divided from the Shining Mountains VCRA.

Addenda #1, A, #2 A, #3, A, B, #4 A, #7, A, #9, A were approved by a lawful quorum of the VCRA membership at the Annual Meeting held on August 26, 1999 under Article V, Section 5 and Article VI, Section 6 of our By-Laws.

Addenda #4, B and C were approved by a lawful quorum of the VCRA membership at the Annual Meeting held on August 9, 2003 under Article V, Section 5 and Article VI, Section 6 of our By-Laws.

Original protective covenants are found in Book 237, pg 773 of record in the office of clerk and recorder, Madison County, Montana.

STATE OF MONTANA

BY: Dorothy Deaney

COUNTY OF Madison

:SS

This instrument was acknowledged before me on (Date) 8-4-04BY: Michelle France

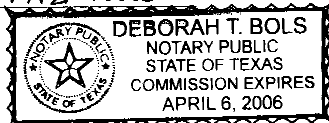
Michelle France
 NOTARY PUBLIC FOR THE STATE OF MONTANA
 RESIDING AT Ennis
 MY COMMISSION EXPIRES 7-15-06

STATE OF TEXAS

BY: Fritz New

COUNTY OF Dallas

:SS

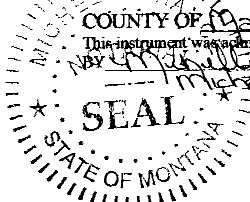
This instrument was acknowledged before me on (Date) 8/2/04BY: Fritz New

Deborah T. Bols
 NOTARY PUBLIC FOR THE STATE OF TEXAS
 RESIDING AT Dallas
 MY COMMISSION EXPIRES 4-06-06

STATE OF MONTANA

BY: ~~Rosemary Baker~~ Norman EldridgeCOUNTY OF Madison

:SS

This instrument was acknowledged before me on (Date) 8-4-04BY: Michelle France

Rosemary Baker Michelle France
 NOTARY PUBLIC FOR THE STATE OF MONTANA
 RESIDING AT Ennis
 MY COMMISSION EXPIRES 7-15-06

STATE OF MONTANA

BY: ~~Rosemary Baker~~ Norman EldridgeCOUNTY OF Madison

:SS

This instrument was acknowledged before me on (Date) 8-4-04BY: Michelle France

Norman Eldridge Michelle France
 NOTARY PUBLIC FOR THE STATE OF MONTANA
 RESIDING AT Ennis
 MY COMMISSION EXPIRES 7-15-06

STATE OF MONTANA

BY: Linda Wiseman

COUNTY OF Madison

:SS

This instrument was acknowledged before me on (Date) 8-4-04BY: Michelle France

Linda Wiseman Michelle France
 NOTARY PUBLIC FOR THE STATE OF MONTANA
 RESIDING AT Ennis
 MY COMMISSION EXPIRES 7-15-06