

DECLARATION OF COVENANTS OF THE FORT PECK LAKE COTTAGES

NOW THEREFORE, Declarant hereby declares that all the property described herein as "Fort Peck Lake Cottages" shall be conveyed subject to the following restrictions, covenants, conditions, and easements of record all of which are for the purpose of complying with all appropriate laws and regulations and limiting future use of cabin sites to non-commercial single-family use, and the type and intensity of use of the cabin sites as of December 11, 2000 as authorized in the Charles M. Russell National Wildlife Refuge Enhancement Act of 2000, Title VIII of Public Law 106-541, 114 Stat. 2699 (hereinafter referred to as "the Act"). These restrictions, covenants, conditions and easements shall run with the real property and shall be binding on all parties having acquired any right, title, or interest in the described property or any part thereof, and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof.

ARTICLE I

Description of Covenants Area

The real property to which the terms of these Covenants apply is located in Valley County, State of Montana, to wit:

SEE LEGAL DESCRIPTION IN ATTACHMENT A

ARTICLE II

Definitions

Section 1: "Properties" shall mean and refer to that certain real property and improvements as is now or may hereafter be described as "Fort Peck Lake Cottages".

Section 2: "Tract" shall mean and refer to any plot of land as originally surveyed for and conveyed by the United States of America under the Act.

Section 3: "Owner" shall mean and refer to the equitable owner and legal owner other than the United States of America or any of its agencies whether one or more persons or entities of any Tract which is a part of the Properties, including buyers under a purchase contract and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4: "Declarant" shall mean and refer to the United States of America as the owner of the fee interest, minus improvements, of the Properties described as the Fort Peck Lake Cottages.

Section 5: "Fort Peck Lake Association" and "FPLA" shall mean the Fort Peck Lake Association, Incorporated, a Montana non-profit corporation.

Section 6: "Fort Peck Lake Cottages" shall mean and refer to the cottage site Properties consisting of 392 Tracts contained within The Pines, Rock Creek, Fort Peck and Hell Creek areas on Fort Peck Lake, Montana which are presently owned by the Declarant and located within the boundary of the Charles M. Russell National Wildlife Refuge. The 392 Tracts will be divested from the United States of America into private ownership.

Section 7: "Member" shall mean and refer to any person or entity who, under the provisions of these covenants, is eligible to vote in the FPLA.

Section 8: "Effective Date" shall mean the date when this Declaration of Covenants of the Fort Peck Lake Cottages has been recorded in the County Clerk and Recorder's Offices for Garfield County, McCone County, and Valley County **AND** the first of the 392 Tracts is placed into private ownership by the recording of a document conveying title to a Tract from the United States of America to private ownership in either Garfield, McCone or Valley County. The benefits and burdens of these protective covenants will run to and from all of the Properties and the 391 subsequently recorded Tracts upon their placement into private ownership by the recording of a document conveying title to a Tract from the United States of America to private ownership.

ARTICLE III

Protective Covenants

The following protective covenants are designed to provide a uniform plan for the use of the Properties as described in the Act. They shall constitute a covenant running with the land for each Tract within the Properties.

Section 1: Land Use. All tracts in the above-described Properties shall be used for single-family residential purposes only. There shall be no more than one dwelling on each Tract contained within the Properties, although nothing shall preclude the use of other buildings for sleeping purposes. No commune, cooperative, condominium, apartment type structure, or similar type of living arrangement shall be permitted anywhere in the Fort Peck Lake Cottages. No business, trade, manufacture, or other commercial endeavor shall be conducted thereon with no exceptions including, but not limited to, commercial outfitting and guiding services.

Section 2: Building Type. No buildings shall be erected, altered, placed, or permitted to remain on any Tract other than a single-family dwelling, a private garage and related outbuildings. All single-family dwellings shall be of good quality, permanent construction, affixed to the land upon adequate foundations. The exteriors of all structures may, at the discretion of the Owner, be repainted or refinished in the same colors as they were on the Effective Date of these covenants or be painted or finished in neutral or earth tones compatible with the natural surroundings. No structure, trailer, mobile or other portable home, basement, tent, shack, garage, barn or other out building shall be used as a residence on said Properties, for more than 14 days of a 30-day consecutive period. Notwithstanding the prior sentence, the Owner shall be allowed to reside in such temporary quarters for a period not to exceed 18

months during the construction of the primary residence on the Tract or during a major reconstruction of the residence that renders it uninhabitable.

Each single-family dwelling shall have not less than 500 square feet on the main floor, measured on the outside perimeter of the top of the foundation, exclusive of porches basements and garages.

All improvements shall be fully completed within 18 months from the date of commencement of construction; provided, however, that interior finishing may extend beyond this period, provided there are no building materials or other equipment used for the purpose of construction stored on the premises beyond the 18 month period herein designated.

Plans and specifications must conform to the Uniform Building Codes as adopted by the State of Montana.

Section 3: Location of Buildings. No building shall be constructed nearer than 15 feet to any property line, street or roadway easement.

Section 4: Height of Buildings. No building shall be constructed in such a manner as to block the main view of another Tract. Any dispute arising between Tracts concerning the height of buildings shall be submitted to the Architectural Control Committee for resolution. Structures such as radio towers or similar type structures shall be permitted as approved by the Architectural Control Committee.

Section 5: Architectural Control Committee. The Architectural Control Committee shall consist of 12 FPLA Members; three members shall be from the Fort Peck Cabin Association, three members shall be from the Hell Creek Cabin Association, three members shall be from the Pines Cabin Association, and three members shall be from the Rock Creek Cabin Association. The Architectural Control Committee members from a particular cabin association shall be elected by the Tract Owners within that cabin association and their terms shall be staggered so at least one member of the Architectural Control Committee is up for election within each cabin association annually. Members of the Architectural Control Committee shall serve for not more than two consecutive three year terms.

Section 6: Board of Adjustment. The Architectural Control Committee shall also function as the Board of Adjustment. Functioning as the Board of Adjustment, the Architectural Control Committee shall be empowered to grant minor variances from the required side, rear and front distances from property line requirements for structures, which demonstrate that an adequate hardship exists which would prevent reasonable construction in accordance with the requirements described in Section 3, above. A decision by two-thirds of those committee members present shall be final.

Section 7: Architectural Control. No dwelling, house, garage, or other structure, and no landscaping or terracing shall be erected, placed or altered on any Tract until the construction plans, specifications and the proposed site plans therefore have been approved by the Architectural Control Committee as to the quality of workmanship, materials and location of the

structure with respect to topography and finish grade evaluation. Plans and specifications must conform to the Uniform Building Codes as adopted by the State of Montana. The plans and specifications need not be drawn to scale, but all lengths and dimensions shall be shown on the plans. The Architectural Control Committee shall act on all submissions within 45 days from date of mailing. Failure to act within the 45-day period shall be considered an approval. A decision by two-thirds of those committee members present shall be final.

Section 8: Signs. No signs, billboards, posters, or advertising displays shall be erected, placed, or permitted to remain on any Tract except land sale signs, mailboxes or nameplate signs used to identify residences.

Section 9: Maintenance. Each property Owner shall provide exterior maintenance upon such Tract and structures, to include painting and repairing the structures, maintaining the grounds, and not permitting refuse piles or other unsightly objects to accumulate or remain on the ground. Exterior maintenance and landscaping schemes shall be consistent with desirable development and so as not to interfere with adjacent property usage and occupancy.

Section 10: Garbage. No Tract shall be used or maintained as a dumping ground, nor shall any rubbish, trash, garbage, or other waste be allowed to accumulate except in sanitary containers, which shall be emptied on at least a weekly basis.

Section 11: Animals. Only household pets shall be allowed. Such animals shall be under the physical or voice control of their owner or confined within the Tract of the Owner and shall not be permitted to become a nuisance or annoyance to neighbors.

Section 12: Nuisances. No noxious, offensive or unlawful activities shall be carried on or permitted on any Tract, nor shall the Tract be used in any way, which might endanger the health or safety, or unreasonably disturb the surrounding residents. No more than 25 gallons of flammable liquids, such as gasoline or similar petroleum products can be stored, either temporarily or permanently, on any Tract. However, this restriction shall not apply to propane or other residential heating and cooking fuels.

Section 13: Junk Vehicles. No motor vehicle which cannot be moved under its own power may be left on any Tract, other than in a garage, for more than 72 hours, or left on the road in said area. For purposes of this section, "motor vehicle" means any vehicle propelled by its own power and designed or used to transport persons or property upon trails, roads or highways. For purposes of this section, "Junk Vehicle" also includes scrap or "Junk (motor) Vehicles", boats, recreational vehicles, campers or any parts thereof, none of which will be permitted on any Tract or along any roadway.

Section 14: Grandfather Clause. Except as provided in Section 804(c) (5) (D) of the Act, all structures, except bulk petroleum product storage tanks or other non-structural, non-complying items, which are not in compliance with the requirements listed in Article III, as of the Effective Date of these covenants, shall be considered "legal non-conforming structures and/or uses" and are not subject to corrective action. All additions to "legal non-conforming structures" must be constructed in accordance with the requirements listed in Article III unless a

variance has been applied for and approved by the Architectural Control Committee functioning as the Board of Adjustment. Any "legal non-conforming structures and/or uses" which are damaged to the extent that the cost of replacement or repair would exceed 50 percent of its value shall be replaced or repaired in compliance with the requirements listed in Article III.

Section 15: Sanitary Restrictions. The Owner of every Tract shall comply with all governing laws and regulations relating to water supply, sanitation, sewage disposal, and air pollution.

Section 16: Firearms. No firearms or fireworks may be discharged at any place upon Fort Peck Lake Cottages.

Section 17: Public Use. No attempt shall be made by any Owner of the Properties to deny the general public full use of the water areas or lakeshore, or to prevent access to and from the lakeshore via the established public access points.

Section 18: Natural Resources. No Owner of the Properties shall conduct mining operations, remove sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour of the premises, except as has been applied for and approved by the Architectural Control Committee functioning as the Board of Adjustment.

Section 19: Environmental Protection. Owners of the Properties shall comply with the laws, regulations, conditions or instructions issued by the U.S. Environmental Protection Agency, or any federal, state, interstate or local governmental entity having jurisdiction to abate or prevent pollution of air, ground, and water. The disposal of any toxic or hazardous materials within the Properties is specifically prohibited.

Section 20: Historic Preservation. No Owner shall remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the Properties, the Owner shall immediately notify the Montana State Historic Preservation Office and protect the site and material from further disturbance until the Montana State Historic Preservation Office gives clearance to proceed.

Section 21: Fences. Tract Owners may fence their respective Tracts and portions thereof, subject to the approval of the Architectural Control Committee, provided that all fences must be well built of good materials and be properly maintained, not block any neighbor's view of the lake and not exceed six (6) feet in height.

Section 22: Easements. All easements presently in force for utilities, and any other forthcoming easements required for access, roads, water system development and septic system development are hereby reserved.

ARTICLE IV

General Provisions

Section 1: Duration. The covenants, conditions, and restrictions of this Declaration of Covenants shall run with and bind the land, and shall inure to the benefit of, and be enforceable by a Member or the Owner of any Tract or Properties, subject to this Declaration of Covenants, their respective legal representatives, heirs, successors, assigns, the Fort Peck Lake Cottages Board of Adjustment, the Fort Peck Cabin Association, the Hell Creek Cabin Association, The Pines Cabin Association, the Rock Creek Cabin Association, or the Fort Peck Lake Association for a term of 30 years from the date this Declaration of Covenants is recorded. After which said covenants, conditions and restrictions shall be automatically renewed for successive periods of ten (10) years thereafter.

Section 2: Enforcement. Any aggrieved Member or Owner shall have the option and right to enforce by any proceeding at law or in equity all restrictions, conditions covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration of Covenants. The method of enforcement may include proceedings to enjoin the violation, to recover damages, or both. Failure by any Member or Owner, or other authorized party to enforce any such provisions shall in no event be deemed a waiver of the right to do so thereafter. Should any lawsuit or other legal proceeding be instituted by any party against an Owner or Member who is alleged to have violated one or more of the provisions of this Declaration of Covenants, and should the party be wholly or partially successful in such proceedings, the offending Member or Owner shall be obligated to pay the costs of such proceedings, including a reasonable attorney's fee. In addition to the right of any Member or Owner to enforce the provisions of these Declarations of Covenants, the Fort Peck Lake Cottages Board of Adjustment, the Fort Peck Cabin Association, the Hell Creek Cabin Association, The Pines Cabin Association, the Rock Creek Cabin Association, or the Fort Peck Lake Association may, in their own names, seek enforcement by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration of Covenants.

Section 3: Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration of Covenants shall be deemed to have been properly sent when mailed, postage prepaid to the last known address of the person or entity appearing as a Member or Owner on the records of the FPLA at the time of such mailing.

Section 4: Membership and Voting. Every Owner of a Tract shall be a Member of the FPLA. When more than one person or entity holds an interest in any Tract, the vote for such Tract shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any one Tract.

Section 5: Assessments.

A. The Owner of each Tract within the Properties, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to

the FPLA assessments or charges. The assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Tract against which each such assessment is made.

B. The assessments levied by the FPLA shall be used for but not limited to compliance with all appropriate laws and regulations and the Declaration of Covenants of the Fort Peck Lake Cottages. .

C. The amount of the assessments shall be fixed by the FPLA board of directors. Assessments shall be fixed at a uniform amount for all Tracts. The FPLA shall have no authority to impose any assessments upon the Declarant.

D. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 10 percent per annum. The FPLA may bring an action at law against the Owner or foreclose the lien against the property.

E. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or trust indenture. Sale or transfer of any Tract shall not affect the assessment lien. However, the sale or transfer of any Tract pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Tract from liability for any subsequent assessments or from the lien thereof.

Section 6: Amendments.

A. The Declarant reserves the right to amend this Declaration of Covenants so long as there is no Tract Owner other than the Declarant.

B. This Declaration of Covenants may be amended, modified, changed, or eliminated by a written instrument filed with the respective County Clerk and Recorder and signed by the Owner or Owners of sixty-six and two-thirds percent (66 2/3%) or more of the Tracts to which these covenants apply, and the Declarant.

Section 7: Captions. The captions herein are used solely as a matter of convenience and shall not define or limit any of the terms or provisions hereof.

Section 8: Acceptance and Validity. All purchasers or lessees of a Tract or Properties, by their acceptance of contracts, deeds or leases for any Tract or Properties, shall be conclusively deemed to have consented and agreed to all restrictions, conditions, and covenants set forth herein. It is expressly agreed that in the event any covenant, condition, or restriction contained herein, or any portion thereof, is held invalid or void, such invalidity or voidness shall in no way affect any valid covenant, condition, or restriction.

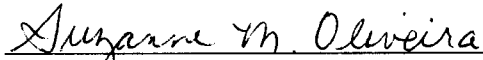
Section 9: Conflict. In the case of any conflict between this Declaration of Covenants and the Reservation of Easement, the Reservation of Easement shall control.

IN WITNESS WHEREOF, the Secretary of the Army acting by and through the Chief of Real Estate, U.S. Army Corps of Engineers, District, Omaha, does hereunto set my hand by authority of the Secretary of the Army this 6th day of January, 20 11.



Lon G. Larson
Chief, Real Estate Division
Real Estate Contracting Officer
U.S. Army Corps of Engineers, Omaha

WITH THE CONCURRENCE of the Secretary of the Interior acting by and through the Chief, Division of Realty, Region 6, U.S. Fish and Wildlife Service, this 19th day of January, 2011.



Suzanne M. Oliveira
Chief, Division of Realty, Region 6
U.S. Fish and Wildlife Service

ATTACHMENT A
LEGAL DESCRIPTION

REAL PROPERTY TO WHICH THE TERMS OF THESE COVENANTS APPLY:

85 Parcels of Land located in portions of Sections 24 and 25, Township 26 North, Range 40 East, Principal Meridian, Montana, Valley County, Montana, and filed as:

Certificate of Survey No. 396

Document No. 143506