

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION made this 15 day of Nov. 2006; by David and Mary Haug of 33 Willow Creek Rd., Livingston, Mt. 59047, Owners and Developers of land situated in the County of Park, State of Montana, described as follows, to-wit:

Lots One(1) through Twenty four(24) of Major Subdivision Plat No. 520 located in the SE ¼ of Section 1, Township 2 South, Range 9 East, P.M.M., Park County, Montana, according to the official plat thereof on file and of record at the office of the Clerk and Recorder of Park County, Montana.

WHEREAS, it is desired to maintain said above-described real property as an attractive, clean and neat residential area as hereafter set forth. The owners of the real property herein described for their use and benefit and all persons claiming and to claim any part of the above-described real property by, through, or under them, hereby declare, represent, agree, restrict and covenant, that the use, and the same is hereby restricted and limited to-wit:

I. GENERAL PURPOSES:

- 1.1 **General Purposes:** Developer now owns certain real property in Park County, State of Montana. Developer expects to develop the above described real property as residential, and it is expected that the owners of property within this area will have certain common interests. All of the area will be developed with the objective of establishing the area as a residential area, both being of the highest possible quality, value, desirability and attractiveness. Said areas will be developed with objectives designed to enhance the value of and to benefit all property within this area.
- 1.2 **Particular Purposes:** This Declaration is executed to define and describe certain land or property classification which will be established in all of said area; to define and describe certain provisions, covenants, conditions, and restrictions which may be made applicable to all property within said area; to establish the manner and extent to which the property may be made restrictions set forth in this Declaration; and to establish the restrictions.

II. SUBJECTION OF PROPERTY DECLARATION:

- 2.1 **Property Which Is Covered:** All real property and improvements to be erected within the described parcels are subject to all provisions, covenants, conditions, and restrictions contained in this declaration

III. LAND USE:

3.1 City-County Zoning: Any provision of the City-County Zoning Plan, which is more restrictive than these covenants and restrictions shall apply. All provisions of the City County Zoning plan not addressed by these covenants shall apply.

3.2 Division: No lot or tract may be divided without permission of developers.

IV. NUISANCES:

4.1 Activities: No noxious or offensive activities shall be conducted on any part of the subject property nor shall anything be done thereon which may be or may become an annoyance or nuisance to area nor shall anything cause embarrassment, disturbance or annoyance to others.

4.2 Lawns and Landscaping: All lawns and other landscaping shall be completed within one (1) year after occupancy of the main structure or dwelling.

4.3 Maintenance of Property: All property, including all improvements on any property shall be kept and maintained by the owner thereof in a clean, attractive, and sightly condition and in good repair. Any disturbed excavation shall be returned to a sightly condition within 90 days of purchase of property or creation of the unsightly condition, weather permitting.

4.4 No Business or Commercial Activity: No property shall be used at any time for a business or commercial activity, with exception of an in home business not visible from the outside of the residence and not requiring customer or employee traffic. However, the developers or their nominee may use any property for model homes.

4.5 No Hazardous Activities: No activities shall be conducted on any parcels or property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property. All petroleum products and chemicals which might escape into the ground water supply shall be contained and disposed of in a manner which does not violate any local, state, federal law, rule, or regulation.

4.6 No Annoying Sounds, or Odors: No sound shall be emitted on any property which is unreasonable loud or annoying; and no odor shall be emitted on any property which is noxious or offensive to others.

4.7 **No Unsightliness:** No unsightliness shall be permitted on any parcel. Without limiting the generality of the foregoing: (a) All unsightly structure, facilities, equipment, objects and conditions shall be enclosed within approved structures or appropriately screened from view; (b) Trailers, trucks, other than pickups, boats, tractors, vehicles other than automobiles, campers not on a truck, snow removal equipment, or maintenance equipment shall be kept at all times, when in actual use in an enclosed structure or screened from view, except recreational vehicles may be parked not over twenty (20) feet at the furthest point from the side of a garage or storage building; (c) Refuse, garbage and trash shall be kept at all times in a covered container and any such container shall be kept within an enclosed structure.

4.8 **Satellite Dishes:** No satellite dishes over 18" are permitted, unless screened from view.

4.9 **Horses and Other Animals:** No grazing of agricultural animals is allowed. Pets shall not be allowed to roam at large and at all times shall be kept under control of or on their owner's property. No raising of poultry or swine.

V. STRUCTURES:

5.1 **Single Family Dwelling:** No tract shall be improved except with a residential structure or complex design to accommodate not more than a single family and its servants and occasional guests plus such other improvements and structures as are necessary to or customarily incident to a single family residence.

5.2 **Area:** A primary residence shall be 1200 square feet gross area or more, on the ground level, excluding open porches, decks, basements and garage. A guest house will be permitted if it does not exceed 75% of the main floor square footage of the primary dwelling.

5.3 **Exterior:** The exterior of any structure shall blend with the natural features of the surrounding area and conform to sound fire protection standards. Metal roofs shall not be deemed in violation of this paragraph. Rain gutters are required on any exterior eaves.

5.4 **Utilities:** All utilities shall be placed underground. A ten foot utility easement is reserved around the perimeter of each lot.

5.5 **Structure Requirement:** Only site built homes set on an FHA, permanent frost-free approved foundation, with at least a 4 to 12 pitch on the roof with 18" inch eaves. All the covenants on structures shall conform to the requirements contained within these documents. All homes must be pre-approved by architectural review committee.

5.6 Place of Construction: All structures and improvements shall be at least twenty five (25) feet from the external boundary of any tract. All lots are approved by the Department of Environmental Quality with the house sites designed and sixty percent of the primary dwelling must be within these areas.

5.7 Temporary Structures: No structures of a temporary character, trailer, camper, tent shack, garage, barn, or other buildings shall be maintained on any of the above described real property at any time either temporarily or permanently as a residence nor shall they be used for human habitation. No unfinished structure shall be used for human habitation.

5.8 Building Height: No buildings shall be over eighteen (18) feet from the ground level to where the slope of the roof begins.

5.9 Out-Buildings: Out-buildings of a permanent nature may be constructed if they are in substantial conformity with the character of the main structure, which includes, but is limited to exterior of the main structure.

5.10 Completion: The exterior construction of any building must be completed within six (6) months after commencement of construction.

5.11 Garage Construction: Owner must have a garage capable of holding two cars (24'x24') on any property in which a residence exists which shall be completed within sixty (60) days of occupancy of residence.

5.12 Fence: The owner of each tract shall be responsible for the construction and maintenance of boundary fences to fence in the owner's permitted animals. Any fence shall not be over four feet high and constructed of four strands of smooth wire, woven wire, or wood rails.

5.13 Water Supply: Any water supply shall be drilled, and constructed to conform to any laws or rules or regulations of the State of Montana, Park County, or any other governmental agency having jurisdiction.

5.14 Sanitary Disposal System: All sanitary disposal systems shall be constructed, operated, maintained, and replaced according to any laws, rules or regulations of the State of Montana, Park County, or any other governmental agency having jurisdiction.

5.15 Driveways: When driveways to lots 8, 12 and 20 are constructed, they will be constructed in such a fashion to serve as a turn around: The intersection with the road will form a half cul-de-sac. The distance from the center of the road to the edge of the turn around will be no less than 45 feet. This half cul-de-sac or T-type turn around shall be constructed to the same specifications as Heather Lane and West Point Drive

VI. GENERAL PROVISIONS:

- 7.1 Duration and Terms:** The restrictions and limitations herein set forth are to be construed as covenants running with the land and shall be binding on all parties and all persons claiming any part of the above described real property for a period of twenty five (25) years from the date first recorded in the office of the Clerk and Recorder of the County of Park, State of Montana, after which time they shall automatically renew for additional ten (10) year terms, unless a majority of the lot owners agree to terminate these covenants with the consent of the governing body.
- 7.2 Modification:** These covenants and restrictions cannot be changed except by an instrument in writing signed by a two-thirds majority of the lots owners and then recorded in the office of the County Clerk and Recorder of Park County, Montana. County required covenants require the consent of the governing body to change as these are required by the county.
- 7.3 Severability:** Invalidation of any of the restrictions, limitations, or covenants herein set forth by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- 7.4 No Waiver:** Failure to enforce any provisions, restrictions, covenants, or conditions in the Declaration or in any Supplemental Declaration shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provision, restriction, covenant, or condition.
- 7.5 Enforcement:** The Homeowners Association and/or the developers may enforce the restrictions and limitations herein set forth either by fining the offense not to exceed one hundred dollars per day and/or by proceedings at law or inequity against any person or persons violations or attempting to violate any of the said restrictions and limitations either to recover damage for such violation or to restrain such violation or attempted violation. If court enforcement and remedies provided in this declaration, the prevailing party shall be entitled to recover its' costs and expenses in connection there with including reasonable attorney's fees.
- 7.6 Successors and Assigns of Developers:** This Declaration and all the rights, powers, and duties there under shall be binding upon and ensure to the benefit of the successors and operation of law or otherwise. The successors and assigns of the developer shall be bound by this declaration.

County Subdivision Requirements

8.1 Snow Removal and Maintenance: Any snow removal and maintenance on county roads accessing the property subject to these covenants shall be the discretion of the Park County Commissioners, as to the time and order in which snow is removed from roads under the jurisdiction of the Park County Commissioners. Private roads shall be maintained by the property owners association. Any damages caused to the roads by unauthorized activity shall be repaired by individuals causing the damages.

8.2 Road Access: All lots shall access off the subdivision roads and not Meigs Road except lot number one. Lot number seven will access only onto Heather Lane.

8.3 Noxious Weeds: All weeds and other flammable material shall be cut or trimmed to prevent rank growth. Irrigation of these lawns shall be limited to twice the square footage of the dwelling except if water source is Livingston Ditch. Each tract owner shall control all noxious weeds as defined by Montana State Law and the Weed Control Board in Park County, Montana, and according to any agreement on file with the Park County Weed Board or their successor.

8.4 Neighboring Uses of Land: The owners of the tracts of land acknowledge that the land neighboring these tracts is used primarily for agricultural purposes. The owners of the tracts of land acknowledge that there may be noise and lights emitting from the neighboring lands at all hours of the day and night. Furthermore, that the neighboring owners of the tracts acknowledge that in accordance with agricultural practices, there may be spraying for weeds on neighboring lands. This subdivision is in an area that is zoned for future growth and the owners of any lot are in agreement with future development of adjacent acreage.

8.5 Dogs: The number of dogs older than six months shall be limited to two (2) per lot and shall be under the control of their owners at all times.

8.6 Wildlife: The area is the home and range of wildlife and harassment of wildlife shall not be permitted even though wildlife can damage domestic plants and pets.

8.7 Zoning: A zoning compliance permit shall be obtained prior to any construction. Keeping of animals on these lot should conform to county zoning regulations and that the acreage in this subdivision is too small to keep livestock according to the county zoning regulations.

8.8 Utilities: With the utilities placed underground, it is required that a call be placed for utility locate before digging. ~~Two major pipelines cross this subdivision and construction agreements between the pipeline companies and the developer are included as exhibit A.~~

- 8.9 Lighting:** Outdoor lighting shall be subdued and down lighting techniques shall be utilized.
- 8.10 Fencing:** The owner of each tract shall be responsible for the construction and maintenance of boundary fences as provided by the Montana codes annotated, as amended from time to time. Boundary fence shall be maintained by the landowners sufficiently to control all domestic livestock. Interior subdivision lot fences shall be wildlife friendly fencing.
- 8.11 No Build Zone:** A no build zone on lots 1, 2, 24, 23, 21, 20, 19, 17, 16, and 15 of 65 feet is in place as long as pivots are in place for Ag purposes. When pivots are no longer in use for Ag purposes no build zone restriction will be lifted. A fine of \$500 per day will be assessed for anything interfering with the pivots operation.
- 8.12 Livestock:** No livestock is allowed to be kept on lots within the subdivision.
- 8.13 Cultural Resources:** If human skeletal remains or other cultural resources are found during construction, the County Coroner, the State Burial Board or the State Historic Preservation Office shall be notified.