

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
BUFFALO TRAILS ESTATES

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS is made this 2 day of November, 1994 by and amongst SUNDOWN, INC., a Washington corporation, HERBERT L. ROSENBERG, a single man, GENECO, INC., a Washington corporation, and DAVID W. VIERS and BRENDA S. VIERS, husband and wife, collectively as BUFFALO SPRINGS PARTNERSHIP; as owners of that certain real property situate in Park County, Montana and further described as follows:

All and singular the real estate listed, described and set forth in Exhibit "A" attached hereto, said Exhibit "A" being by this reference thereto incorporated herein and made a part hereof the same as if herein set forth in full.

also known as Buffalo Trails Estates; hereinafter called the Property; WITNESSETH:

I. PURPOSE

Owners desire to subdivide the Property into residential and recreational homesites, subject to the restrictions of the plat approval of the Buffalo Trails Estates and applicable laws, regulations and ordinances of the State of Montana, and the County of Park therein.

Owners desire to provide the Property and all future owners and occupants thereof with the mutual benefits and protection of these Protective Covenants and Restrictions, for the purpose of enhancing, protecting and augmenting the natural environmental features of the Property, and to formalize the restrictions and agreement of the subdivision approval for said Buffalo Trails Estates, and to protect the property and future structures thereon, and to seek structures of colors and materials, to blend with the hillside and the native landscapes of the Property, consistent with sound fire protection standards.

II. GENERAL PROVISIONS

1. All of the Property, including any tract or parcel established and included within the boundaries of the Property, shall

1 be acquired, held and transferred subject to these Protective
 2 Covenants and Restrictions. Accordingly, these Protective Covenants
 3 and Restrictions are hereby established and declared as and shall be,
 4 covenants running with the land, and every person or entity who
 5 acquires any interest in or right to use or occupancy of the Property
 6 or any part thereof, shall be deemed to have made and accepted such
 7 instrument of conveyance and/or right to use and occupancy thereof,
 8 subject to all the covenants and restrictions herein stated.

9 2. Owners and any future owners or occupants of the Property
 10 or any parcel thereof shall have the right to enforce any terms or
 11 provisions of these Protective Covenants at law and/or in equity, and
 12 specifically including the remedies of specific enforcement or
 13 injunction. In any action to enforce these Protective Covenants, the
 14 owner or occupant seeking such enforcement shall be entitled to
 15 recover from any violation, reasonable attorney fees and court costs
 16 incurred therein and in any appeal thereof; and the violator shall
 17 be liable for any damages to adjoining parcels of the Property, or
 18 the owners or occupants thereof arising out of or connected with such
 19 violation.

20 3. These Protective Covenants and Restrictions are established
 21 and intended as supplements to the provisions of the "Declaration of
 22 Protective Covenants, Wineglass Estates" already upon the Property,
 23 as recorded June 18, 1993 in Reel 93, pages 1038 - 1048, Park County
 24 Recorder, and nothing herein shall be intended as repeal of said
 25 existing Declaration of Covenants. Wherever applicable, the more
 26 restrictive term of the original Declaration, or these Covenants
 27 shall prevail.

28 **III. BUILDINGS AND IMPROVEMENTS**

1. **Prohibition of Trailers, Site Built Requirements.** The use
 of travel trailers or recreational vehicles as residences shall be
 prohibited; Provided, that either may be used during the construction
 phase of a residence for a period not to exceed nine (9) months. All
 buildings shall be constructed on site.

2. **Roofs.** All roofs shall be covered with metal, composition
 shingles, or shingles or other roofing made of manmade materials
 which are fire retardant, and which meet "Class A" fire ratings.

1 Roof materials shall be of neutral colors, including shades of gray,
 2 brown, tan or taupe. White roofs shall not be permitted. No A-frame
 or dome shaped roofs shall be allowed.

3 **3. Trellises and Porches.** Any trellises shall be wood
 4 construction only. No white or brightly colored fiberglass or
 5 corrugated roofing materials shall be allowed on patios, porches or
 decks.

6 **4. Setback.**

7 **A.** All buildings and structures shall be set back at least
 8 fifty (50) feet from all property lines, and at least one hundred
 9 (100) feet from the access easement line of Buffalo Trail Road and
 10 Wineglass Loup North Road, unless such setback shall be waived by
 11 vote of the Board of Directors of the Buffalo Trails Estates
 Homeowner's Association for a particular lot due to topographical
 limitations of the lot.

12 **B.** All buildings and structures on lots 30, 31, 33 and 34 shall
 13 be set back at least fifty (50) feet westerly of the top of the slope
 14 on the easterly portion of said lots; and all buildings and
 15 structures on lots 34 through 41 (inclusive) shall be set back at
 16 least fifty (50) feet northerly of the top of the slope on the
 17 southerly portion of said lots. For the purposes of this Paragraph
 18 B, the "top of the slope" shall be that line along the respective
 slope where the unaltered terrain first drops to a 20 degree or
 greater slope.

19 **5. Architectural Review Committee.**

20 **A.** The Architectural Review Committee shall consist of between
 21 three (3) and five (5) members (inclusive) composed of the Directors
 22 of the Buffalo Trails Estates Homeowners Association, or their
 23 delegates elected by the Board of Directors of such Association,
 pursuant to the Bylaws thereof. The actual number of members shall
 24 be set by the Directors of such Association in compliance with this
 Paragraph.

25 **B.** All buildings and structures built, erected or placed upon
 26 the property shall be approved by the Architectural Review Committee
 27 prior to its construction, erection or placement as to the size and
 exterior appearance thereof, pursuant to rules, standards and

1 procedures set in the Bylaws of the Buffalo Trails Estates Homeowners
2 Association.

3 **IV. USE AND MAINTENANCE**

4 1. The areas immediately adjacent to all structures shall be
5 kept free of flammable materials. Vegetation reduction shall be
6 maintained around all structures as set forth in "Fire Protection
7 Guidelines for Wildland Residential Interface Development" as issued
8 by the State of Montana (Department of State Lands Fire Management
9 Division).

10 2. All owners and future owners shall control all noxious weeds
11 (as designated by Park County or the State of Montana), and shall
12 comply with any present or future approved weed control plan.

13 3. Construction traffic shall be limited during spring breakup
14 periods and directly after heavy rains, to protect roads serving the
15 subdivision.

16 4. All private roads within the property as depicted upon the
17 face of the Plat of Buffalo Trails Estates, shall be maintained and
18 repaired by the Buffalo Trails Estates Homeowners Association.

19 5. Future owners should be aware that traditional agricultural
20 practices in the area may include weed spraying, fertilizing, ditch
21 cleaning and early/late planting hours. Adjoining ranchers and
22 farmers have a right to continue these practices.

23 6. State Law (M.C.A. 70-16-205 to 70-16-209) requires that
24 adjoining landowners share the cost of maintaining fences.
25 Landowners shall maintain any fences in accordance with state law.

26 **V. HOMEOWNERS ASSOCIATION**

27 All owners (including contract purchasers) of all lawful lots,
28 tracts or parcels of the property shall be members of the Buffalo
Trails Estates Homeowners Association, a nonprofit corporation, and
shall be subject and entitled to all duties, obligations, rights and
privileges accorded such members, specifically including the
obligation of regular assessments for road maintenance, as set forth
in the Articles of Incorporation and Bylaws for said Corporation.

VI. AMENDMENT

These Protective Covenants are entered into in part as a
requirement of subdivision approval. These Covenants shall not be

amended or repealed except in writing, signed by all owners (including lienholders) and approved in writing by Park County.

VII. SEVERABILITY

Invalidation by judgment or other Court order of any provision, term, sentence or paragraph in these Protective Covenants and Restrictions shall in no way affect or invalidate any of the other provisions, terms, sentences or paragraphs hereof, and all such remaining portions shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned owners have hereunto set their hands the day and year first above written.

SUNDOWN, INC. a Washington Corporation

GENECO, INC., a Washington Corporation

By: [Signature]
Its [Signature]

By: [Signature]
Its [Signature]

[Signature]
Herbert L. Rosenberg

[Signature]
David W. Viers

[Signature]
Brenda S. Viers

STATE OF MONTANA)
(ss.
County of Park)

On this 1 day of August, 1994, before me, personally appeared EUGENE MACEIUS, to me known to be the President, of SUNDOWN, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



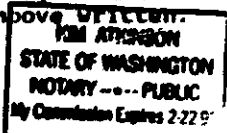
[Signature]
Notary Public in and for the State of Washington, residing at Washington
My Commission Expires: 1-1-96

GENCO & S&S
POST OFFICE BOX 67
TWIN FALLS WASHINGTON 83420
509 837 1124

STATE OF WASHINGTON)
(ss.
County of Tuolumne)

On this 11 day of November, 1994, before me, personally appeared George L. Hildner to me known to be the President of GMPCO, INC. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



Kim Atkinson
Notary Public in and for the State of Washington, residing at La Cienega
My Commission Expires: 2-22-95

STATE OF WASHINGTON)
(ss.
County of Okanogan)

On this 22nd day of July, 1994, personally appeared before me HERBERT L. ROSENBERG, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged to me that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first above written.

Ray L. Campbell
Notary Public in and for the State of Washington, residing at La Cienega
My Commission Expires: 7-22-95

STATE OF MONTANA)
(ss.
County of Park)

On this 26th day of October, 1994, personally appeared before me DAVID W. VIERS and BRENDA S. VIERS, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged to me that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first above written.

David W. Viers
Notary Public in and for the State of Washington, residing at La Cienega
My Commission Expires: 7-22-95
Residing at Livingston, Montana
My Commission Expires Dec 31, 1994
POST OFFICE BOX 47
LIVINGSTON, MONTANA 59044

DECLARATION OF P.C. & R.'s - 6
Buffalo Traffic (rev. 6/28/94)

State of Montana }
County of Park } ss.
Filed for record this 2 day of October, A.D. 1994
Recorded in Book 104, Page 913 - 918
David W. Viers
County Clerk & Recorder
Recording Fee \$ 36 Document No. 242897
* No Exhibit A Attached
Dated Oct 15 1994
Livingston, MT 59044

STATE OF MONTANA
County of Park

I hereby certify that this instrument is a full, true and correct copy of the original now on file and of record in my office.

Witness my hand and Official Seal this 22 day of August 1992

Denise Nelson, County Clerk & Recorder

By: [Signature]
Deputy

*Document is being re-recorded to attach "Exhibit A"

EXHIBIT 'A'

All Lots of Buffalo Trail Estates Phase I of Subdivision plat No. 162 and Phase II, excepting therefrom the parcel referred to as "Reserved For Future Development", Subdivision plat No. 197, being a resurvey of a portion of Certificate of Survey No. 484B, located in Section 27, Township 2 South, Range 9 East, P.M.M., Park County, Montana, according to the official survey thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana.

State of Montana }
County of Park }

Filed for record this 22 day of August, A.D. 1997, at 4:37

o'clock: P M. Subscribed in Roll 0123, Page 511-518

Dorita Nelson

County Clerk & Recorder

By D. Dea

Deputy

Recording Fee \$ 48.00 Document No. 261339 Return to Security Bank

5⁰⁰ cc

3/0 162, 197

Livingston, MT