

PROTECTIVE COVENANTS

THIS DECLARATION of Conditions, Covenants, Restrictions, Regulations, Reservations and Easements affecting the hereinafter described property of JOHN LUDWELL LAKE and ALICE MINNA LAKE, husband and wife, of Park County, Montana, hereinafter referred to as Landowners, made and executed this 4th day of August, 1976;

WITNESSETH:

WHEREAS, Landowners are the owners of the real property hereinafter described in Article I of this Declaration and are desirous of subjecting the real property described in said Article I to the conditions, covenants, restrictions, regulations, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and parcel thereof, and shall apply to and bind the successors in interest and any owner thereof;

NOW, THEREFORE, the Landowners hereby declare that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold, conveyed and occupied, subject to the conditions, covenants, restrictions, regulations, reservations and easements hereinafter set forth.

PROPERTY SUBJECT TO THIS DECLARATION OF PROTECTIVE COVENANTS

1. The real property which is and shall be conveyed, transferred, occupied and sold, subject to the conditions, covenants, restrictions, regulations, reservations and easements, as set forth in the various clauses and covenants of this Declaration, is located in the County of Park, State of Montana, and more particularly described as follows, to wit:

TRACTS F & G

A tract of land situate in the Northeast One-quarter (NE $\frac{1}{4}$) of Section Twenty (20), Township Two (2) South, Range Eight (8) East, M.P.M., Park County, Montana, described as follows: Beginning at the East One-quarter (E $\frac{1}{4}$) corner of said Section Twenty (20), thence South 88°37'30" West, along said Northeast One-quarter (NE $\frac{1}{4}$) a distance of 504.82 feet; thence North 02°05'44" West, a distance of 2353.62 feet; thence East, a distance of 498.79 feet to the East line of said Section

Twenty (20); thence South $02^{\circ}15'00''$ East, a distance of 234.75 feet to the point of beginning. Said tract being 27.035 acres, along with and subject to any existing easements.

TRACTS H & I

A tract of land situate in the Southeast One-quarter ($SE\frac{1}{4}$) of Section Seventeen (17), Township Two (2) South, Range Eight (8) East, M.P.M., Park County, Montana, and described as follows: Commencing at the Southeast Corner of said Section Seventeen (17), thence South $89^{\circ}02'38''$ West, along the South line of said Section Seventeen (17), a distance of 300.00 feet to the true point of beginning. Thence continuing along said South line South $89^{\circ}02'38''$ West, a distance of 1027.39 feet to the Southwest corner of the Southeast One-quarter of the Southeast One-quarter ($SE\frac{1}{4}SE\frac{1}{4}$) of said Section Seventeen (17). Thence North $01^{\circ}21'23''$ West, along the West line of said Southeast One-quarter of the Southeast One-quarter ($SE\frac{1}{4}SE\frac{1}{4}$), a distance of 597.35 feet to the Southerly right-of-way of U.S. 191; thence Easterly along said right-of-way through the following courses:
 North $76^{\circ}43'14''$ East, a distance of 250.31 feet;
 North $14^{\circ}00'50''$ West, a distance of 80.73 feet;
 North $76^{\circ}18'15''$ East, a distance of 553.89 feet;
 thence leaving said right-of-way, South $64^{\circ}44'46''$ East, a distance of 625.91 feet; thence South $26^{\circ}19'04''$ West, a distance of 647.06 feet to the point of beginning. Said tract being 20.228 acres, along with and subject to any existing easements.

Lots Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), and Ten (10), all located in the Southwest Quarter ($SW\frac{1}{4}$) of Section Sixteen (16), and the Southeast Quarter ($SE\frac{1}{4}$) of Section Seventeen (17), and the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-one (21), all in Township Two (2) South, Range Eight (8) East, M.P.M., as described in Certificate of Survey No. 132.

The West Half of the North Half of the Northeast Quarter ($W\frac{1}{2}N\frac{1}{2}NE\frac{1}{4}$), and the West Half of the North Half of the South Half of the Northeast Quarter ($W\frac{1}{2}N\frac{1}{2}S\frac{1}{2}NE\frac{1}{4}$), of Section Twenty-one (21), Township Two (2) South, Range Eight (8) East, M.P.M., Park County, Montana.

GENERAL PURPOSES OF CONDITIONS

1. The real property described in Article I hereof is subject to the conditions, restrictions, regulations, reservations and easements hereby declared to insure the best use and most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property and to preserve, so far as practicable, the natural beauty of such property; to prevent the erection of structures built of improper or unsuitable materials; to insure the highest and best use and development of such property; and to encourage and secure the erection of attractive building thereof; and

in general to provide adequately for a high quality of improvements on said property.

The property hereinbefore described is made specifically subject to the following:

(A) Residential Land Use Regulations

USE PERMITTED:

- (1) One family dwelling for every Five (5) acres owned.
- (2) No single tract shall be subdivided into less than Five (5) acre lots or tracts.
- (3) In addition to the dwelling, there may be added a private garage, guest house, servants' quarters, barn, and other outbuildings incidental to residential use of the premises.
- (4) No dwelling house shall have less than 1,000 square feet of ground floor area. This is exclusive of garages, carports, porches, or any other addition thereto. No building shall exceed Thirty-five (35) feet in height.
- (5) One temporary building, such as, a storage shed or shop, may be used on any tract during the course of continuous construction.
- (6) No permanent dwelling building can be used as a dwelling until the house is completely enclosed and the roof is on, and all construction must be completed within One (1) year after commencement.
- (7) No store, theatre, tavern, or entertainment establishment of any kind, or any shop of any kind, set up as a permanent or temporary business for the purpose of a livelihood, shall be permitted upon any lot at any time.
- (8) No building or dwelling house shall be constructed on any of the above-described lands until the plans for said building or house have been submitted to and approved by an architectural committee, composed of John .dwell Lake, Alice Minna Lake, and a third person appointed by them. In the event of death or resignation of any member of said architectural committee, a new member shall be elected by a vote of the owners of the above-described lands. The owners shall have the same

number of votes as they have acres of land. The approval of said committee shall not be unreasonably withheld.

- (9) No temporary structure, movable structure (including but not limited to mobile homes), or modular structure, shall be used on the above-described land at any time.
- (10) Except to the extent permitted by the Landowners to enable the building of structures and improvements on a building site, there shall be no cutting of timber located on a lot. To the greatest extent possible, improvements shall be hidden from view of roadways and other structures by utilizing existing trees and topography. Written approval for cutting any trees shall be required.
- (11) The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of, or construction on, such lot.

(B) Animals and Livestock

- (1) Animals or livestock may be raised, bred or kept on any part of the property, under the following conditions:
 - (a) No animals or livestock shall be kept, bred or maintained for commercial purposes.
 - (b) No swine or poultry may be kept or maintained on the property.
 - (c) All dogs must be restrained upon the individual tracts and not permitted to run at large.
 - (d) Each Landowner shall fence his property, if any livestock is maintained on his land, and each fence shall be constructed of new material, in a workman-like condition containing not less than Five (5) strands of wire.

(C) Storage and Materials

- (1) The storage of supplies or equipment, boxes, refuse, trash, materials, machinery or machinery parts or otherwise that shall distract from the esthetic values of the property shall be placed and stored in buildings for that purpose.

(D) Signs

- (1) No signs of any kind shall be displayed to the public view on any part of the property, except one sign of not more than Five (5) square feet for identification purposes, one sign of not more than Five (5) square feet advertising any portion of the property for sale, or signs used by landowners to advertise the property during the constructions and sales.

(E) Structure Setbacks

- (1) A front setback on lots of Five (5) acres or more shall conform to a minimum of Fifty (50) feet from the roadway easement line, as noted on the recorded plat to the farthestmost structural projections, but not including eaves, overhangs or plantings or any structure. A side setback and rear setback shall be maintained of at least Fifty (50) feet from all property lines to the building line of any structure.

(F) Sanitary Restrictions

- (1) No building or shelter, the use of which necessitates supplying water, sewage or waste disposal, shall be used as a dwelling until the water supply system, including location and construction thereof, together with location and construction of sewage or waste disposal system, shall have been approved by the State Board of Health and any other governing body having jurisdiction thereof.
- (2) Each building site owner must assume the burden of supplying and developing water for his own domestic use. Wells and water systems shall be drilled, installed and maintained at all times in accordance with all applicable rules and regulations of any public agency and in accordance with any rules established by landowner not inconsistent with such rules and regulations of the public agency or with provisions of these Protective Covenants.
- (3) The owners of two or more building lots may join together in the installation and maintenance of domestic water supply facilities and facilities for sanitary sewage disposal, for their joint use, so long as all applicable rules and regulations of

any public agency in addition to written approval by the landowner.

- (4) Except to the extent necessary during the period actual construction is diligently pursued, no building site shall be used as the location of any structure, temporary or permanent, until there is installed for the use of such building site a sanitary sewage disposal system, consisting of septic tank and disposal field and related facilities, or acceptable substitute facilities approved by landowner. Under no circumstances shall there be constructed or maintained any outside privy or toilet.

(G) Use of Easements

- (1) No dwelling or improvement shall be placed on, nor shall any material, equipment or refuse be placed on any part of said property within the area of the easements reserved as indicated on the plat of the property filed in the office of the Clerk and Recorder of Park County, Montana, or the easements reserved and created in these Protective Covenants.

- (2) Except as provided for by Park County, maintenance and improvement of any such road or trails shall be the responsibility solely of the owner or owners of the building sites, access to which is available over such road or trail, and the undersigned Landowner shall have no responsibility with respect to any such road or trail, except that the landowner shall initially open a gravel surfaced main road, passable for automobiles, and as approved by the Park County surveyor leading to the vicinity of each lot or parcel, but the opening, improvement and maintenance of lateral roads or trails from such main road or trail to a specific building site shall be the responsibility of the owner of such site.

(H) Nuisances

- (1) No noxious or offensive activity shall be carried on upon any portion of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(I) Garbage and Refuse Disposal

- (1) No part of the property shall be used or maintained as a dumping ground for

rubbish, trash, slash, garbage, debris or other waste, except when kept in sanitary containers, which shall be disposed of promptly. All incinerators or other equipment for disposal of such material shall be kept in a sanitary condition and reasonable precautions shall be taken against fire hazards.

(J) Easements

In addition to the easements shown on the plat of the property of record in the office of the County Clerk and Recorder of Park County, Montana, which are hereby reserved for wires, pipes and conduits for heating, lighting, electricity, gas, telephone, sewer, drainage, water or any other utility service purposes, easements, and rights-of-way Twenty (20) feet in width are hereby reserved for wires, pipes and conduits for heating, lighting, electricity, gas, telephone, sewer, drainage, water or any other utility service purposes, together with the right of ingress and egress for the purposes of further construction, maintenance and repair along the front, back and side lines of each lot contained in the said property herein described.

(K) Terms of Covenants

Except as provided herein, each of the conditions, covenants, restrictions, regulations and reservations set forth herein shall continue to be binding upon landowners and upon their successors and assigns, and upon each of them, and all parties and all persons claiming under it or them, for a period of Ten (10) years from the day and year first above written, and automatically shall be continued thereafter for a successive period of Five (5) years each; provided, however, that the owners of Sixty percent (60%) of the property which is the subject of this Declaration may release all of the land so restricted from any one or more of said restrictions at the end of the said ten-years' period or any successive five-years' period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing

the same of record in the office of the Clerk and Recorder of Park County, Montana, before the expiration of the first ten-years' period or any successive five-years' period thereafter.

(L) Enforcing of Covenants

Violation of any covenant or restriction may be restrained by any court of competent jurisdiction.

(M) Severability

Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Landowners have executed this instrument, as of the 4th day of August, 1976. ...

John Ludwell Lake
Alice Minna Lake

STATE OF MONTANA)
) ss.
County of Park)

On this 4th day of August, 1976, before me, the undersigned, a Notary Public for the State of Montana, personally appeared JOHN LUDWELL LAKE and ALICE MINNA LAKE, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year first above written.

Arnold H. Huppert Jr.
Notary Public for the State of Montana
Residing at Livingston, Montana
My Commission expires 7-3-77



STATE OF MONTANA) ss.
County of Park)
Filed for record this 6th day of August, A.D. 1976, at 1:44
o'clock PM I Recorded in Roll - 15 of _____, pages 931-939
By Dr. Janet Monical Deputy
County Clerk & Recorder

Recording Fee \$ 18⁰⁰ Document No 141461 Return to Jack Lake
Box 831
Livingston, Montana

8/24/76