

DECLARATION OF PROTECTIVE COVENANTS

Situated in the County of Park, State of Montana, to wit:

Described as Tracts 1 through 9 of Certificate of Survey 1149, on file in the Park County records, and located in Section 27, Township 1 South, Range 10 East, MPA.

WHEREAS, it is desired to maintain said above-described real property in its natural state as hereinafter set forth. Now, the owner of the real property hereinabove described for the use and benefit of themselves 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, enjoyment, and the ownership of the above described real property, shall be and the same is hereby restricted and limited to-wit:

I. GENERAL PURPOSES:

1.1 General Purposes: Developers now own certain real property in Park County, State of Montana. Developers expect to develop the above described real property as a residential area and it is expected that the owners of property within this area will have certain common interests. All of said residential area will be developed with the objective of establishing the area as a scenic and pastoral residential area of the highest possible quality, value, desirability and attractiveness where the natural beauty and view and the natural and unspoiled state of the property will be preserved as near as may be and where persons may reside and find seclusion and a pleasant environment. All of said residential 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 property may be made subject to all of the provisions, covenants, conditions and restrictions set forth in this Declaration; and to establish the effect of such provisions, covenants, conditions and restrictions.

II. SUBJECTION OF PROPERTY TO DECLARATION:

2.1 Property Which is Covered: Any real property located within the described parcel is subject to all the provisions, covenants, conditions and restrictions contained in this declaration.

III. LAND USE:

3.1 Residential Purposes: No part of the subject property shall be used for anything other than residential purposes and such purposes which are customarily incident thereto. No parcel shall be improved except with a resident structure or complex design to accommodate no 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. Guest cabins and/or caretakers quarters and other structures customarily incident thereto shall be permitted and may be detached or separated from the principal residence structure, but shall not be used as rental housing for tenants, or as a permanent residence.

SECURITY TITLE 92-715

3.2 Subdivision of Property: No parcel contained within the tract described hereinabove may be divided or subdivided or a fractional portion thereof sold or conveyed so as to be held in divided ownership until the expiration of 10 years from the date of the original conveyance from the Developers, their successors or assigns to the original owner. After the expiration of said 10 years, the original owner may convey a parcel or parcels so long as such parcel or remaining parcel contain no less than 10 acres. If said conveyance is in compliance with this section, improvements may be erected thereon, so long as all other provisions contained in this Declaration are complied with and provided, however, that any such grantee or grantees shall take such conveyance subject to all the covenants contained herein.

3.3 Trees: No live trees shall be cut except;

- a. For necessary road, parking and building construction;
- b. To open a view to surrounding mountains or hills, when a residence is constructed;
- c. To remove diseased trees or terminally insect infested trees;
- d. To remove trees which are by reason of defects a hazard to animals and humans.

3.4 Animals and Livestock: All grazing animals will be permitted provided that the land is grazed upon the accepted range management standards for control of erosion and protection of vegetation. No poultry or pigs shall be permitted, or no feed lot conditions shall be permitted.

3.5 Dogs: All dogs shall be strictly controlled by their owners to prevent any interference with livestock or surrounding property.

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 the area nor shall anything cause embarrassment, disturbance or annoyance to others.

4.2 Restrictions on Signs: No signs shall be placed on any property except for the sale of the property, or the identity of the property, which signs shall be in keeping with the scenic nature of the area.

4.3 No Mining or Drilling: No property shall be used for the purpose of mining, quarrying, drilling, boring, exploring or removal of oil, gas or other hydrocarbons, stone, gravel, earth, or any other minerals.

4.4 Storage: Automobiles, not used or not in operating condition, or boats, trailers, campers, machinery or other such objects shall not be permitted to be stored on the property except in enclosed buildings.

4.5 No Business or Commercial Activity: No property shall be used at any time for a business or commercial activity, with the 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.

4.6 Occupancy Limitations: No residential structure on any parcel or property shall be used for living purposes other than what it was designed to accommodate comfortably. No improvement on personal property shall be used as a residence or for living purposes other than the single family residence permitted on any tract of land.

4.7 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. Each parcel owner shall be responsible to control noxious weeds as soon as they appear.

4.8 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. Without limiting the generality of the foregoing, no open fire shall be lighted or be permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well designed interior fireplace or except such campfires or picnic fires or such controlled and attended fires required for cleaning or maintenance of land.

4.9 No Annoying Lights, Sounds, or Odors: No lights shall be emitted from any property which is unreasonable bright or causes unreasonable glare; 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.

4.10 No Temporary Structures: No tent, travel trailer, camper or other temporary buildings, improvements or structures shall be placed upon any part of the subject property for a continuous period in excess of 3 months in any one year.

4.11 No Unsightliness: No unsightliness shall be permitted on any parcel. Without limiting the generality of the foregoing: (a) All unsightly structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure 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 and gardening or maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view; (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 or appropriately screened from view.

4.12 Hunting: No hunting shall be permitted.

V. STRUCTURES:

5.1 Area: A primary residence of less than 1000 square feet gross area, not to include any sub-terranean area not accessed at ground level, shall not be constructed. The following formula will be used in computing the gross area: Interior space will be counted and 1:1, covered decks and attached garages as 1/2 of actual area and patios and decks as 1/4 of actual area. No mobile homes, double wides, or move-ins of any description shall be allowed for any period of time.

5.2 Exterior: All structures shall have an exterior surface of natural wood (which may have a clear finish or stain), stone, brick, or glass or a combination thereof. Other materials may be used for exterior walls provided that such materials are designed and located in harmony with the surrounding structures and natural land features, and shall be finished in natural earth-tone colors. No structures shall have an exterior surface of tan paper, asbestos or cinder block. Cinder block as herein used shall include any building blocks or other manufactural materials that exceeds 4 inches in face height. No metal buildings of any kind shall be allowed.

5.3 Tanks: Any tank for use in connection with any residence on the site, including tanks for storage for gas, fuel, oil, or gasoline must be buried or kept concealed in accordance with and permitted by state law.

5.4 Chimney: Chimney design and construction for each dwelling shall be such that it provides for and contains a spark arresting device.

5.5 Temporary Structures: No structures of a temporary character, trailers, campers, 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 or for any other purposes except as otherwise provided herein above at Section 4.10.

5.6 Out-Buildings: Out-buildings of a permanent nature may be constructed upon the subject property if they are in substantial conformity with the character of the main structure.

5.7 Setback: No dwelling shall be constructed nearer than 50 feet from the property line except, however, for the purposes set forth in the Paragraph. Eaves, steps and other porches shall not be considered as part of the structure.

5.8 Completion: The exterior of a construction must be completed within two years after commencement thereof.

5.9 Fences: The owner of each tract shall be responsible for the construction and maintenance of any fencing required for the containment of their livestock. All fences to be constructed shall be in harmony with the surrounding structures and natural land features.

In the event the subdivision road is subject to drifting snow these covenants shall permit the erection of a temporary snow fence or barrier by the benefiting parties on any tract necessary to prevent drifting. Any barrier or snow fence erected shall be removed by same party by May 1st.

5.10 Easements: Easements, 20 feet in width for the installation and maintenance of utilities, in the most direct route from source shall be retained. All utilities shall be underground.

VI. GENERAL PROVISIONS:

6.1 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 (20) 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 be automatically extended for successive periods of ten (10) years unless an instrument is signed by the majority of the property owners and recorded before the County Clerk and Recorder agreeing to change the restrictive covenants in whole or in part.

6.2 Severability: In validation of any of the restrictions, limitations, or covenants herein set forth by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

6.3 No Waiver: Failure to enforce any provisions, restrictions, covenant or condition in this 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.

6.4 Enforcement: The owner or owners of any of the described real property, including the Developers, if they are owners of any part or portion of said real property, may enforce the restrictions and limitations herein set forth by proceedings at law or in equity against any person or persons violating 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 proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith including reasonable attorney's fees.

6.5 Successors and Assigns of Developers: This Declaration and all the rights, powers and duties thereunder shall be binding upon and enure to the benefit of the successors and assigns of the Developers, whether voluntary or involuntary, by operation of law or otherwise. The successors and assigns of the Developers shall be bound by this Declaration.

In witness whereof, the Declarant has set its hand on the date of this Declaration.

Dated Sept. 14, 1992

[Signature]

David V. Viers



State of Montana

County of Park

On this 14 day of Sept, 1992, before me, a Notary Public for the State of Montana, personally appeared DAVID V. VIERS, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Brenda S. Viers

Notary Public for the State of Montana
Residing at Livingston, Montana
My Commission expires 1-1-93

State of Montana }
County of Park } 88

Filed for record this 15 day of September, A.D. 19 92, at 3:25

o'clock 10 M. Recorded in Roll 88 Page 1433-37

By [Signature] Deputy
County Clerk & Recorder

Recording Fee \$ 30.00 Document No. 228070 Return to [Signature] Security Title

C/S 1149

Livingston, MT