

EXHIBIT "A"PROTECTIVE COVENANTS FOR BEAVERHEAD ACRES

- (1) All tracts in the subdivision shall be known and described as residential tracts and shall be used only for residential homes.
- (2) No structures shall be erected, altered, placed or permitted to remain on any tract other than dwellings not to exceed two stories in height and a garage, for not more than three automobiles. The ground cover area of any dwelling exclusive of the garage and porches, shall not be less than 750 square feet. No building shall be erected within twenty-five (25) feet from any lot line. All materials used must be new and unused.
- (3) All improvements to be erected on any lot in this Subdivision, regardless of the type or nature of the structure being designed or erected, shall be fully completed within 6 months from the date of the commencement of construction, and all building material and other equipment normally used for the erection of construction, of said structure shall be completely removed from the premises within said period of time, provided, however, interior finishing of dwelling houses may extend beyond this period so long as there are no building materials or other equipment used for the purpose of construction and erection stored on the premises, beyond the six month period of time herein designated. At his discretion, the Sellers may extend the period of time upon proper application in writing for such an extension.
- (4) No outside toilets or privies shall be permitted on any tract in this subdivision. All toilet facilities must be a part of the residence or garage and shall be of modern flush type and connected with a proper septic tank system.
- (5) Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the Board of Health of the State of Montana. No septic tank or field system shall be nearer than 50 feet to any side except with the consent of the appropriate health officials of the County and State, and no sewage, waste water, trash, garbage or debris shall be permitted to drain into any body of water in or adjacent to the subdivision.
- (6) No commercial business or trade shall be carried on upon any tract or property in this subdivision nor shall anything be done thereon which shall become an annoyance or nuisance in the neighborhood. No vehicles, tools, machines, or equipment shall be parked or left in the streets. This paragraph does not prevent the operation of a professional business such as that of a lawyer, doctor, dentist or an engineer.
- (7) The said premises shall at all time be kept clean, sightly and in a wholesome condition, and no trash, litter, or junk shall be permitted to remain exposed upon the premises. No chickens, pigs, cows, cattle or goats shall be kept on any tract of property either temporarily or permantly, but horses may be kept for recreational purposes only. Only one horse for each 25,000 square feet of site.
- (8) Sellers expressly reserve the right from time to time to amend or revoke any restrictions then in existence, but no such amendments or revocations shall apply to any tracts that are sold prior thereto without the written consent of a majority of the then OWNERS of any such tracts.
- (9) These coverants and restrictions are to run with the land, and they shall be a part of all contracts of conveyance for any and all persons claiming under them until January 1, 1989, at which time said covenants and restrictions shall terminate; provided, however, they may be extended for additional periods of ten years by agreement of two-thirds of the then property owners in this subdivision.
- (10) If any Owner of a tract in said subdivision, or any person, shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for any Owners of property in this subdivision to prosecute proceedings at law or in equity against such tract owner or person either to prevent the violation or to recover damages for such violation.

(11) A 10 foot utility easement will be provided on all side and back lot lines.

(12) Invalidation of any of these restrictive covenants, or any provision hereof, shall in no wise affect any of the other restrictive covenants or provisions hereof, all of which shall remain in full force and effect.

(13) All rights, privileges, interests and obligations in favor of or resting upon the Owners by reason of this instrument shall insure to the benefit of their successors and assigns.

(14) For those using their sites for week ends or summers only, camp trailers will be permitted. This will be on a temporary basis only for no more than 120 days per year. They are not to be used on a permanent basis.

This deed is also subject to the terms and conditions of that certain indenture wherein these grantors are first parties and Vigilante Electric Cooperative, Inc. is second party, recorded in Book 201, pages 46-8, records of Beaverhead County, Montana.