

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION is made this _____ day of _____, 19____, by RONALD E. TOWERY, of Dillon, Montana, hereinafter called "Declarant".

RECITALS:

Declarant makes this Declaration upon the basis of the following facts and intentions:

A. Declarant is the owner of the following described real property located in Beaverhead County, Montana a tract of land in the Northeast 1/4 of Section 7, Township 8 South, Range 8 West, P.M.,M., Beaverhead County, Montana, particularly described as follows: commencing at the section corner common to sections 5, 6, 7, and 8, T8S, R8W, P.M.,M. Beaverhead County, Montana; thence 16.33'10"W, 339.30 feet; to the westerly right of way line of Blacktail Deer Creek County road to the true point of beginning; thence S.6.40'58"E, along said right of way, 950.00 feet; thence S.80.53'00"W., 1209.29 Feet; Thence N53.31'14"W., 145.35 Feet; thence S.79.01'33"W., 127.79 feet; thence N.14.23'36"W., 469.25 feet; thence N.34.05'12"W, 423.84 feet; thence N80.57'08"E, 1701.14 feet, to the point of beginning. The tract contains 32.799 acres to be known and designated as Blacktail Deer Creek Estates II, first filing.

B. Declarant plans to subdivide and develop the above-described property and impose thereon beneficial protective covenants under a general plan of improvement for the benefit of all of such real property, every part thereof and interest therein.

NOW THEREFORE, Declarant hereby declares that the above-described real property be held, sold, conveyed, encumbered, used, occupied and improved subject to the easements, restrictions, covenants and conditions, all of which are in furtherance of a plan for subdivision, improvement and sale of said real property and are established for the purpose of enhancing the value, desirability and attractiveness of the real property and every part hereof. All of the easements, restrictions, covenants and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall be for the benefit of each owner of any portion thereof and inure to the benefit of and be binding upon each successor in interest of such owners.

PROVISIONS:

1. Only one single family dwelling may be constructed on each parcel, which shall be a minimum of 1200 square feet on the ground level exclusive of garage, carports, porches, or other additions thereto.

A minimum 2 car garage or carport is required and must either be attached to the residence as an integral part thereof or attached thereto by an

porch or breezeway and shall conform to the architecture and exterior materials of the dwelling. An attached garage, as prescribed above, shall not be considered another building. A maximum of three (3) buildings may be constructed on subject premises though individual buildings may serve a dual purpose; i.e. guest quarters/shop building; barn/stable building; barn/shop building; etc. No single family dwelling or other building shall exceed a maximum height of 24 feet.

2. Modular homes must be of conventional home construction technique supported by wood floor joist and girders with a permanent concrete foundation. They must conform to the 1200 sq. ft. minimum and have a minimum two car attached garage as prescribed in provision #1 above.

3. Mobile homes including double-wide trailer homes are not to be allowed on said premises except during construction of the permanent residence and only then for a period not to exceed (18) eighteen months.

4. The exterior of any permanent dwelling constructed shall be completed within 12 months after the start of construction.

5. All buildings must be set back a minimum of 75 feet from the boundaries of the property except where variance granted by declarant.

6. Easements and Utilities - Each parcel shall be subject to such rights of way and easements as shown on final plat, COS, and as Grantor designates in deed for installation and maintenance of roads, driveways, drainage, fences, water lines, irrigation lines, power lines, telephone lines and other utilities. Installations for water, utility lines, including power and telephone lines shall be underground at the expense of the parcel owner. No other access or driveway to county road than that provided shall be permitted.

7. Dwellings and out buildings shall not be built within a 100 year flood plain without the consent of the approving authority.

8. No outside toilets or privies shall be permitted on said lands. 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.

9. 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 10 feet to any boundary except with the consent of the appropriate health officials of the County, and no sewage, waste water, trash, garbage or debris shall be permitted to drain into any body of water in or adjacent to said lands. Septic trenches shall be 100' distance from 100 year flood plain, stream, irrigation ditch, water course or impoundment unless a waiver has been provided by the reviewing authority.

10. No permanent dwelling under construction can be used as a residence or dwelling until completely enclosed with roof installed and the sewer system installed in an operating condition.
11. No inoperable or junk cars, junk machinery, inoperable recreation vehicles shall be permitted to remain on the premises.
12. No pets or livestock shall be permitted on the premises which constitute a nuisance to others.
13. No activity may be carried on nor allowed to exist upon the property which may be noxious, detrimental, offensive, illegal, or constitute a nuisance to any other parcel owner.
14. Any exterior lighting installed on any parcel shall be indirect or of such controlled focus and intensity as not to disturb the residents of adjacent properties.
15. No building or structure upon any parcel may be permitted to fall into disrepair. Buildings or structures must be kept in good condition, adequately painted or otherwise finished.
16. No business of any nature shall be conducted on property or in any residence constructed thereon. No room or rooms in any single residence may be rented or leased to any person provided, however, that nothing contained herein shall be construed as preventing the renting or leasing of the entire parcel with its improvements as a single family unit to a single family.
17. No further subdivision of subject premises shall be permitted.
18. Blacktail Deer Creek frontages and banks shall not be disturbed or altered without specific approval by the proper jurisdictions over this land.
19. These covenants and restrictions are to run with the land and be perpetual. Cost associated with enforcing these covenants and restrictions shall be a lien against the property and bear interest at one (1%) percent per month until paid.
20. If the owner of a parcel, or any part thereof, or any person, shall violate any of the covenants or restrictions herein set forth, it shall be lawful for the Declarant or any owner of subject parcels to prosecute proceedings at law or in equity against subject parcel owner or persons either to prevent the violation or to recover damages for such violations. The Governing Body of Beaverhead County is a party to these covenants and may enforce the provisions hereof. Failure by Declarant, Governing Body, or other owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to so thereafter do.

21 All zoning laws, rules and regulations of any government agency having jurisdiction over this land are considered to be a part hereof and enforceable hereunder.

22 All rights, privileges, interests and obligations in favor of or resting upon the owners by reason of this instrument shall inure to the benefit of their successors and assigns.

23. This declaration may be amended by an instrument signed by not less than 66 2/3% of the lot owners. Any amendment that would materially alter any of the requirements imposed by Montana State, which requirements were made mandatory for the process of final subdivision approval, shall be approved by Montana State prior to amendment. These covenants may not be repealed or amended without the prior written consent of the Governing Body of Beaverhead County. Any amendment must be recorded.

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration this 20th day of May 1994.

Ronald E. Towery
NOTARY PUBLIC for the State of Montana
Residing at Dillon, Montana
My Commission Expires November 1, 1997
STATE OF MONTANA

BLACKTAIL DEER CREEK ESTATES II

by *Ronald E. Towery*
Ronald E. Towery, Owner

218994 INDEXED

STATE OF MONTANA - COUNTY OF BEAVERHEAD ss
Rec. filed on the 28 day of June
1994 at Dillon
to elect R.A.M. Decker page 1265-68
J. Peter Decker County Recorder
Deputy Recorder
W/C Plate File Sec 4

