

BOOK 292 600



IN REPLY REFER TO
2800

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Dillon Resource Area
1005 Selway Drive
Dillon, Montana 59725

RECEIVED

JAN 09 1997

BEAVERHEAD COUNTY

January 8, 1997

Rick Hartz
Beaverhead County Planning Coordinator
2 South Pacific
Dillon, MT 59725

Dear Rick:

This is in response to the subdivision proposed by the Wellborns adjacent to BLM administered public land near Clark Canyon Dam. The BLM recently acquired a public easement from the Wellborns across the subject property that provides legal and physical access to the public lands. This was accomplished through a reciprocal road use agreement where the BLM acquired the public easement and the Wellborns acquired a road right-of-way across public lands. The road easement and the right-of-way grant are shown on the attached map.

The easement is an exclusive road easement issued to the BLM which guarantees public use of this road. The right-of-way grant is for an access road from one portion of Wellborn's private land across public land to another portion of private land owned by Wellborns. Neither of these land use authorizations provide for access across land owned by the Bureau of Reclamation (BOR), however, BOR has declared those portions of the roads which cross lands managed by BOR to be public roads and thus provides the necessary legal access for Wellborns to their property.

Since public access to the area is guaranteed and planned development is minimal, the BLM does not have any concerns with the proposal. The cooperation of the Wellborns, the County Commissioners, and BOR was very much appreciated in resolving this need for public access.

Sincerely,

Scott Powers
Area Manager

CLARK CANYON VIEW MINOR SUBDIVISION

PROTECTIVE COVENANTS

It is understood and agreed that this conveyance is made and accepted and the realty is hereby granted, subject to the following covenants, restrictions, and reservations. These covenants, conditions, restrictions, and reservations shall apply to and run with the conveyed land. All future owners and occupants have the same right to invoke and enforce the covenants, conditions, restrictions, and reservations applicable to this conveyance as the original parties.

1. The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property and to maintain the desired tone of the community, and thereby to secure each site owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of his or her site than is necessary to insure the same advantages to the other site owners.
2. Should any mortgage, deed of trust or contract for sale be foreclosed or other transfer by judicial process occur on the property to which this instrument refers, then the title acquired by such foreclosure or transfer, and the person or persons who thereby and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions, conditions, and covenants set forth in this instrument.
3. All tracts in this subdivision shall be known as rural residential tracts. Houses shall be of new construction in accordance with modern construction practices that do not detract from the appearance of that property or adjacent property. Mobile homes are not permitted. Trailers may be temporarily placed or parked on said tract for periods of time not exceeding three (3) months. Trailers for purposes of this paragraph means recreational vehicles and not mobile homes. Each residence must have not less than 800 square feet of floor space on the main floor measured from the exterior walls. Exterior construction must be completed within one year after commencement of work.
4. Any out buildings shall be of new construction in accordance with modern construction practices that do not detract from the appearance of that property or adjacent property.

Page 2

5. All lots, residences and premises shall at all times be kept clean, sightly and in a wholesome condition. No trash, litter or junk shall be permitted to remain exposed upon the premises. Any livestock kept on any tract of property either temporary or permanently shall be fenced in and shall be properly maintained and fed in such a manner as to not create an offensive condition to any of the neighbors. Animals permissible are cows, horses, llamas and mules.

6. No outside toilets or privies shall be permitted on any tract on this subdivision. All toilet facilities must be a part of their residence and shall be of a modern flush type connected with proper septic tank system satisfying all state and local code requirements at the time of subdivision plat recording.

7. The restrictions set forth in this instrument shall operate as covenants running with the land for the benefit of any and all persons who now may own, or who may hereafter own, property in Clark Canyon View Minor Subdivision. Such persons are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them from any violation of such restrictions.

8. These covenants shall not be repealed or amended without written consent of the majority of landowners and without prior written consent of the Beaverhead County Board of Commissioners. The Board of County Commissioners may enforce the provisions of the covenants if the property owners fail to do so and the County may assess the cost of enforcement to the offending property owner's land.

9. No lot shall be further subdivided or reduced in size from the lots shown on the official recorded final plat.

10. Invalidation of any of these restrictive covenants or any provision thereof shall not affect any of the other restrictive covenants or provisions hereof all of which remain in full force and effect.

11. Not more than one home shall be constructed on each lot. For purposes of this covenant, a home may include supporting out buildings including a guest cabin that complies with all other restrictions contained in these covenants.

12. Each lot owner shall be responsible for the cost of furnishing electricity to his property, and each home must be furnished with

electricity before it can be occupied.

13. Each property owner will be responsible for its own water supply.

14. In any litigation to enforce these covenants and restrictions, the successful party shall be entitled to recover reasonable costs and expenses, including attorney fees, from the unsuccessful party.

15. Refuse and garbage hauling is the responsibility of the individual homeowners. Garbage cans with lids shall be used exclusively for outdoor storage of garbage. Garbage shall be hauled off regularly and shall not be allowed to become a nuisance.

16. All dogs shall be confined to the owners' property by appropriate fenced enclosures or other restraints.

17. No activities shall be permitted in the subdivision which would result in the harassment of area wildlife or domestic livestock.

18. Each owner shall be responsible for control of noxious weeds on their property.

19. To mitigate fire hazard, all residences and out buildings shall have a fire resistant metal roof and a 70 foot area around the residence that is free of woody debris and brush.

20. All fences on the subdivision shall be of a type to allow for natural wildlife migration and movement. Page wire fences and all similar restraints shall not be used in the subdivision.

21. The Clark Canyon View Minor Subdivision is situated in a rural area, and may be subjected to conditions resulting from commercial and agricultural operation on adjacent lands. Such operation include the cultivation, harvesting, and storage of crops, livestock raising, the application of chemicals, operation of heavy equipment, machinery and trucks, application of irrigation water, and other customary agricultural activities, all conducted in accordance with federal, state, and local laws. These activities ordinarily and necessarily produce odors, noise, dust, smoke and other conditions that may conflict with the residential property in this subdivision. Normal and necessary resource management activities legally conducted on adjacent lands are an expected aspect of residing in a rural area.