

Declaration of Protective Covenants

Fisher Minor Home Sub-Division

Homeowners Association

The undersigned, being the owners of all the real property hereinafter described in Article One of this Declaration, hereby adopt the following Declaration of Protective Covenants pertinent to and effecting the use, regulations, easements and development of that certain real property described in Article One.

It is the intent of the undersigned that the real property shall be held, transferred, sold conveyed and occupied subject to covenants, conditions, restrictions, regulations, easements and reservations herein after described in detail and set forth each and all of which shall be binding upon and shall apply to any and all owners of any parcels or tracts of the herein described real property, and to any and all heirs, assigns grantees, personal representatives and/or successors in interest thereto.

i.

Property Subject to this Declaration
of Protective Covenants

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 Beaverhead, State of Montana, and more particularly described as that area designated Fisher Minor Sub-Division 1 phase 1.

ii.

General

The real property described in Paragraph 1 is subject to the conditions, covenants, restrictions, regulations, reservations and easements hereby declared to insure the best use and most appropriate development and improvement of each building site thereof; and to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property and preserve it so far as it is practicable the natural beauty of such property and to prevent the erection of such structures built of improper or unsuitable materials; to insure the highest and best use and development of said property; and to encourage and secure the erection of attractive buildings thereof and in general to provide adequately for a high quality of improvements on said property.

The Fisher Minor Subdivision is situated in a rural area, and may be subjected to conditions resulting from commercial and agricultural operations on adjacent lands. Such operations 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.

III.

Land Use Regulations

1. All laws, rules and regulations of any government or agency under whose jurisdiction the land lies are considered to be a part of and enforceable hereunder and all the owners of said lands shall be bound by such laws, rules and regulations.
2. No lot shall be further subdivided or reduced in size from lots shown on the official plat of Fisher Minor Sub-Division on file and of record with the Clerk and Recorder of Beaverhead County.
3. The invalidation of any one of the covenants or agreements contained herein by judgement or a court order or by law shall in no way affect any of the other provisions which shall remain in full force and effect.
4. Principal and accessory from all structures, including awnings, porches, decks or other structures or buildings whether attached or unattached to the primary dwelling, should not be closer than (40) feet from front, side or back lot lines. Decks or porches may be added to the side or back of the dwelling but shall not violate the side or back setbacks standards. All additions, changes, or alterations to the outside of any structure on the lot must have the approval of the developer until the sub-division is 60% sold out. After which time approval must be obtained by at least 75% of the Homeowners within the sub-division or by the committee elected by the Homeowners Association according to the by-laws in affect at the time the change request is made.
5. Only one dwelling shall be permitted on one lot, but in addition to the dwelling unit, each lot owner may provide a structure to be used as a garage, workshop, storage shed, barn.
6. The construction of the dwelling unit, or any addition thereto the exterior, shall be completed within three hundred and sixty five (365) days, (one year) from the time the construction of the same is started.
7. Each lot shall be landscaped with a minimum of three (3) trees. Trees shall be kept in a living condition or replaced. In addition to the above requirements, the lots may be landscaped with hedges, shrubs, fences. Fences will be done in a neat and workmanship like manner and with the approval of the governing body at the time the fence is started. Fences shall be completed within three hundred and sixty-five (365) days of commencement. Barbed, Page, or Welded wire shall not be permitted on the front lot line only. Stone, Vinyl, Chainlink, Wood, Pole, Cinder block, Brick or other approved materials may be used.

8. Lot owners shall be responsible for controlling all noxious weeds on the Property purchased.
9. Trash, old machinery or equipment, or unlicensed or inoperable automobiles shall not be stored or permitted to accumulate on said lots.
10. There will be no mobile homes or arch style buildings. All homes must be constructed on a foundation.
11. The exterior covering and roofing materials of the garage(s), carport(s) and accessory buildings shall be compatible with the materials on the main structures.
12. Cats, Dogs and other indoor household pets may be allowed in the sub-division, also livestock excluding pigs, for 4-H projects, subject to the following conditions:
 - A. All animals or fowl shall be kept for the sole use and enjoyment of the lot owner and not for commercial use of any type, and shall not exceed two animals of each species, one animal if it's livestock.
 - B. All dogs and cats are to be kept upon the lot of the owner or custodian of such animals, and not allowed to stray or run loose. Any other household pets are to be kept in the house, ie. fish, birds, hamsters, etc.
 - C. All animals or fowl must be properly cared for and in such a manner to prevent such animals or fowl from becoming a nuisance to others and so as to avoid offensive noises and/or odors.
 - D. All animals and fowl in the sub-division are subject to Beaverhead County animal control ordinances.
13. No permanent outside signs are allowed except for name and address only.
14. Easements for drainage, electricity, telephone, lighting, water, sewer, cable television, and all other utilities, pedestrian traffic or any other service or utility shall be and are hereby reserved. All utilities shall be underground.

IV.

Sewer and Water Distribution System

1. No residence shall be permitted on any lot that does not have sanitary facilities hooked up to a sewer disposal system in accordance with the state plumbing code and local health requirements. Any additional bathroom facilities placed in any other building must be hooked up to the sanitary system in accordance with the State Plumbing code and local requirements.

V.

Utilities and Road Easement

1. An easement of twenty (20) feet from the property line shall be used for road and utility access, and will be kept clear of any obstructions.
2. An access for utilities shall be no less than fifteen (15) feet and no more than twenty-five (25) feet from property line. There shall be no fences or other obstructions which would interfere with installation and maintenance of said utility lines.

VI.

Enforcement, Applicability, and Change

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which item said covenants shall automatically be extended for successive periods of ten (10) years unless changed in whole or in part as hereafter stated.

Enforcement of these covenants shall be by proceedings either at law or in equity against any person or persons violating or attempting to violate any covenants; and the legal proceedings may be either to restrain violation of the covenants or to recover damages or both. In the event of any action to enforce these covenants the prevailing party shall be entitled to costs and reasonable attorney's fee to be set by the court. Any lot owner declarant or the Association, or the Board of Beaverhead County Commissioners may enforce these covenants.

The failure by the declarant hereto or of any subsequent lot owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver or in any way prejudice the right to enforce that covenant or any other covenant thereafter or to collect damages for any subsequent breach of covenants.

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

In any conveyance of the above-described real property or of any tract thereon, it shall be sufficient to insert a provision subject to the restrictions and covenants verbatim or in substance in said deed. All of the above-described real property and lots shall be subject to the restrictions and covenants set forth whether or not there is a reference to the same in a deed of conveyance.

A breach of any of the foregoing restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any tract or portion of the real property or any improvement thereon. However, the said restrictions and covenants shall be binding upon and inure to the benefit of any

subsequent owner whose title thereto was acquired by foreclosure, trustee, sale or otherwise.

Any change of covenants shall be effective upon the filing and recording of such an instrument in the office of the Beaverhead County Clerk and Recorder. Any change in these covenants shall not affect existing structures or uses of the lots.

VII.
Amendments

These covenants or any portion thereof may be amended, terminated or modified at any time by the written consent, duly executed, acknowledged and recorded with the office of the Clerk and Recorder of Beaverhead County, Montana, by the owners of at least seventy-five (75%) of the lots in the sub-division. However, these covenants may not be repealed or amended without the prior written consent of the Board of Beaverhead County Commissioners, Beaverhead County, Montana.

Any change of covenants shall be effective upon the filing and recording of such an instrument reflecting such change in the office of the Beaverhead County Clerk and Recorder. Any change in these covenants shall not affect existing structures or uses of the lots.

VIII.
Variances

Application for a variance to any portion of these protective covenants shall be made in writing to the Board of Directors of the Homeowners Association. Consideration shall be given each request by the Board of Directors and approval or disapproval given in writing within thirty (30) days of request. Approval or disapproval shall apply only on a case by case basis.

IX.
Severability

A determination of invalidity of any one or more of the covenants hereof by judgement, order or decree of a court, shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the declarants have executed this instrument this

16th day of January, 1997

[Signature]

STATE OF MONTANA)

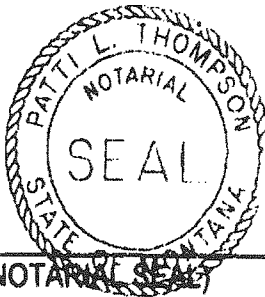
COUNTY OF BEAVERHEAD)

On this 16th day of January, 199~~8~~⁹⁷, before me, a Notary Public for the State of Montana, personally appeared

Douglas V. Fisher

known to me to be the persons who executed the within and fore going instrument and acknowledge to me that they executed the same.

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



Patti L. Thompson

Notary Public for the State of Montana
Residing at Beaverhead, Montana
My commission expires - 5-31-99

DISCLAIMER

This map is provided for location purposes to our customers as a courtesy only. No liability is hereby assumed by Beaverhead Title, Inc. and Stewart Title Guarantee Company, which may result from reliance in this map.

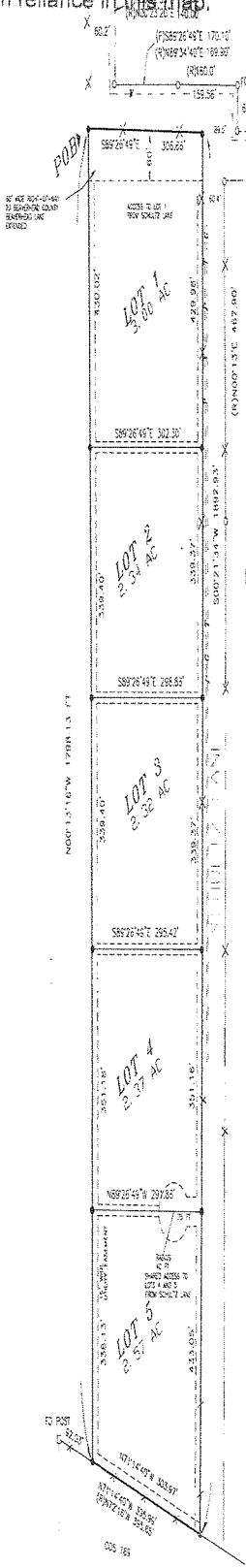
FISHER MINOR SUBDIVISION
SECTION 6, T.7S., R.8W., P.M.M.
BEAVERHEAD COUNTY, MONTANA

DRAWING NUMBER
Fisher Minor Subdivision

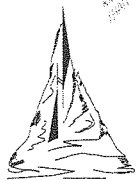
DRAWING NUMBER
Fisher Minor Subdivision

DRAWING NUMBER
T 7S, R 8W

NUMBER

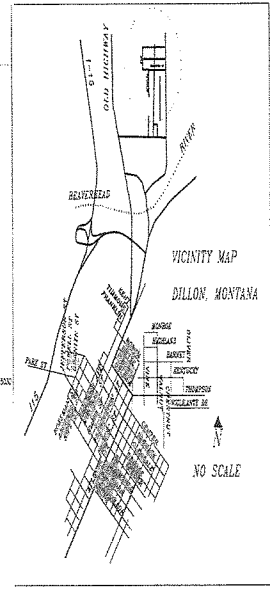


DETAIL 100' = 1"



- LEGEND**
- ✕ FOUND SECTION CORNER OR 1/4 CORNER AS NOTED
 - FOUND CORNER MONUMENT BY SURVEYOR IN ACCORDANCE WITH MONTANA LAWS IN 5' BEARS WITH YELLOW CAP
 - FOUND CORNER MONUMENT BY PLERCE STAFFS IN 5' BEARS WITH YELLOW CAP
 - SET 3/4" DIA. BEAR 3/4" DIA. LONG WITH 1 1/2" DIA. RED PLASTIC CAP, MARKED WITH COMPOUND STIFFS
 - PROTRACTED SURVEY LINES
 - SUBDIVISION BOUNDARY
 - SURVEY LINES OF CONTROL AND JOY BOUNDARIES
 - EXISTING
 - UTILITY LINE AS NOTED
 - PAPERWORK CHAINS NUMBER TELEPHONE

BASIS OF BEARING
MEAN LINE OF SECTION 6, T.7S. 84
BETWEEN FOUND CORNERS (1/4 & NW CORNERS 55)



STATEMENT OF DEEDS
(WE), THE UNDERSIGNED PROPERTY OWNERS, DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED, SUBDIVIDED AND PLATTED INTO TRACT A, AS SHOWN BY THE PLAT HEREON AND TO BE KNOWN AND DESIGNATED AS FISHER MINOR SUBDIVISION.
FURTHER, (WE) HEREBY GRANT INTO EACH AND EVERY PERSON, FIRM OR CORPORATION, WHETHER PUBLIC OR PRIVATE, PROVIDED BY OFFERING TO PROVIDE TELEPHONE, TELEGRAPH, ELECTRIC POWER, GAS, CABLE TELEVISION, WATER OR SEWER SERVICE TO THE PUBLIC, THE RIGHT TO JOINT USE OF AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE, REPAIR AND REMOVAL OF THEIR LINES AND OTHER FACILITIES, IN OVER, UNDER AND ACROSS EACH AREA DESCRIBED, ON THIS PLAT AS VESTED EASEMENT TO HAVE AND TO HOLD FOREVER.
UTILITY EASEMENTS ARE TO BE LOCATED WITHIN EXISTING RIGHT-OF-WAY AND OF ALONG AND ACROSS THE ALTERNATE 1/4 OF THE PERIMETER OF SAID SUBDIVISION, AND 1/4 OF EACH SIDE OF THE LOT BOUNDARIES.
Don Tolman, Tolman Livestock 1/14/97
DON TOLMAN, TOLMAN LIVESTOCK DATE

NOTARY PUBLIC
BEFORE ME, THE INDIVIDUALS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AND DID PERSONALLY APPEAR.
Janice M. Moore
IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY NOTARIAL SEAL
NOTARY PUBLIC FOR THE STATE OF MONTANA
MY COMMISSION EXPIRES 2/26/1998
JANICE M. MOORE

CERTIFICATE OF COUNTY TREASURER
I HEREBY CERTIFY THAT PURSUANT TO SECTION 70-3-11(1)(C), M.C.A., THAT ALL REAL PROPERTY TAXES ASSESSED AND LEVIED ON THE LAND TO BE SUBDIVIDED ARE PAID.
DATED THIS 30th DAY OF JULY, 1997. 1997
Kathy O'Neil
TREASURER, BEAVERHEAD COUNTY

LEGAL DESCRIPTION
LEGAL DESCRIPTION FOR THE FISHER MINOR SUBDIVISION, TRACT A, LOCATED IN SECTION 6, T.7S., R.8W., P.M.M., BEAVERHEAD COUNTY, MONTANA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 6, T.7S., R.8W., P.M.M., BEAVERHEAD COUNTY, MONTANA; THENCE S 20° 49' 33" W, 188.76 FT. TO THE TRUE POINT OF BEGINNING; THENCE S 89° 25' 47" E, 305.68 FT.; THENCE S 89° 25' 47" E, 178.13 FT.; THENCE N 10° 11' 16" W, 178.13 FT. TO THE POINT OF BEGINNING CONTAINING 12.63 ACRES OF LAND, ALL ACCORDING TO THIS PLAT OF FISHER MINOR SUBDIVISION, SUBJECT TO ANY EASEMENT OF RECORDS.

CERTIFICATE OF LAND SURVEYOR
I HEREBY CERTIFY THAT THIS CERTIFICATE OF SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PERFORMED BY ME DURING THE MONTH OF JULY, 1997.
Brian D. Thompson 1/1/97
BRIAN D. THOMPSON
PROFESSIONAL LAND SURVEYOR
MONTANA REGISTRATION NUMBER 8793 LS

CERTIFICATE OF FINAL PLAT APPROVAL
THE COUNTY COMMISSION OF BEAVERHEAD COUNTY, MONTANA DOES HEREBY CERTIFY THAT IT HAS EXAMINED THIS SUBDIVISION PLAT AND HAVING FOUND THE SAME TO CONFORM TO LAW, APPROVES IT THIS 30th DAY OF JULY, 1997.
Janice M. Moore
Janice M. Moore
BEAVERHEAD COUNTY COMMISSION

CERTIFICATE OF EXAMINING SURVEYOR
APPROVED: January 2, 1997 1997
William E. Bennett 2133 L
EXAMINING SURVEYOR MONTANA REGISTRATION NUMBER 70-3-411(2)(C)

CERTIFICATE OF FILING
STATE OF MONTANA
COUNTY OF BEAVERHEAD
FILED ON THE 14th DAY OF August 1997
AT 11:58 O'CLOCK AM
J. J. [Signature]
Clerk of District Court

A TRACT OF LAND LOCATED IN THE SECTION 6, T.7S., R.8W., P.M.M., BEAVERHEAD COUNTY, MT. FOR: CARY FISHER
FISHER MINOR SUBDIVISION
SHEET ONE OF ONE