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STATE OF MONTANA )

: SS.

County of )

Filed for record this 7 day of JUNE, 1996, at 8:17 o'clock A.M.,  
and Recorded in Book 283 of Deeds on Page 1312 of the Records of County of BEAVERHEAD  
State of Montana. Clerk and Recorder by [Signature]

W/C RANCHO BLACKTAIL SUB

RESTRICTIVE COVENANTS  
OF RANCHO BLACKTAIL SUBDIVISION

WHEREAS, the undersigned, J. BLAINE ANDERSON, JR., and J. ERIC ANDERSON, are the owners of certain lands in Beaverhead County, Montana, and desire to place restrictions upon the land contained within the area defined hereinafter for the use and benefit of themselves as the present owners and for all future owners thereof.

NOW THEREFORE, this declaration of restrictions and conditions shall apply to the following described property situate lying and being in Beaverhead County, Montana, known as Rancho Blacktail Subdivision and more particularly described on the subdivision map hereto attached.

PROPERTY SUBJECT TO DECLARATION; EFFECT THEREOF.

This Declaration is hereby imposed upon the following described real property and Developer hereby subjects the following described property in this Declaration, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to this Declaration:

All those tracts or parcels of land lying and being located on Blacktail Road, Beaverhead County, Montana, and being Lots One (1) through Nineteen (19) of the Rancho Blacktail Subdivision, and the area designated "Common Area", all as per plat of survey recorded in Plat Book Rept #22558 at pages dated 6-7-96 through [unclear], Beaverhead County, Montana records. Also included within the provisions and rules of this document are those tracts described in Certificate of Survey Rept #22558, official records of Beaverhead County, Montana.

1. UNIFORM PLAN; PARTIES TO BE BOUND. All persons or corporations who now or shall hereafter acquire any interest in Rancho Blacktail Subdivision or any part thereof shall take and hold the same and agree and covenant with the owners of other parts thereof and with their heirs, successors and assigns to conform to and observe the following covenants, restrictions and conditions as to the use thereof and as to the construction of buildings and improvements thereon. These covenants and restrictions are designed to provide a uniform plan for the use and development of said area for the benefit of all owners therein.

2. ROAD MAINTENANCE ASSOCIATION. Owners of all lots in the Rancho Blacktail Subdivision must be members of the Rancho Blacktail Road Maintenance Association and Irrigation Association, when created. All owners are members and must abide by the Articles of Incorporation and Bylaws of the Association. All lot owners shall be responsible to the Association for the payment of any fees established by the Association for the operation and maintenance of any and all facilities and the control of the subdivision as authorized by the Bylaws of the Association.

3. RURAL AGRICULTURAL STATEMENT. The Rancho Blacktail 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.

4. NO FURTHER DIVISION. No owner may divide or subdivide for sale any part or parcel of land in Rancho Blacktail Subdivision, a Subdivision in Beaverhead County, except to accomplish common boundary adjustment or by mortgage, trust indenture or similar instrument, for the sole purpose of creating a security interest in the premises, or any part thereof, for construction financing.

5. CONSTRUCTION PERIOD. The exterior of all improvements to be erected anywhere within Rancho Blacktail Subdivision, regardless of the type or nature of the structure being erected, shall be fully completed, including exterior painting, staining or other permanent finishing within twelve (12) months from the date of commencement of construction. Interior finishing may extend beyond said period, so long as all building materials and equipment used in said construction or interior finishing and stored on the premises beyond said twelve (12) months be enclosed in a building or buildings. No exterior surface of any improvement shall be painted any shade of yellow, purple or pink.

6. TEMPORARY STRUCTURES. No structure of a temporary character shall be placed or used on any part of the premises at any time as a residence or otherwise, nor shall any resident structure be occupied until the exterior is complete, including painting, staining or other permanent finishing, and the water supply and sewage system completed and ready for service. Temporary structures during the 12 month construction period are permitted.

7. ARCHITECTURAL REVIEW COMMITTEE. All plans for residences and outbuildings shall be submitted by each lot owner to the Architectural Review Committee, or its assigns before such residences and outbuildings are constructed or erected, in order that said committee may determine whether the same meet the requirements of these restrictive covenants.
8. NO OLD BUILDINGS. No old buildings or houses of any type may be moved onto or maintained within Rancho Blacktail Subdivision.
9. NO OUTSIDE TOILETS. No outside toilets or privies shall be permitted on the premises except as required during construction. All toilet facilities must be a part of a residence or in another structure and be of the modern flush-type and connected with an approved or permitted septic system.
10. COMPLIANCE WITH LAWS. No septic sewer system nor water well shall be installed, constructed, drilled or maintained without compliance with the laws of the state of Montana, the regulations of the Department of Environmental Quality and those of local health authorities, pertaining to the maintenance of septic sewer systems and water wells. At the time any sewer system is installed, it must be inspected by local health authorities and any necessary permits obtained. If any system is not so inspected, it must be sufficiently uncovered to allow such an inspection whenever demanded by health authorities.
11. NO TRASH OR DUMPING. No lot shall be maintained as a dumping ground, nor shall any rubbish, trash, garbage or other waste be allowed to accumulate, and all garbage and waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
12. JUNK CARS. Scrap machinery, junk cars and the like will not be permitted on any lot. No motor vehicle which cannot be moved under its own power shall be left anywhere within Rancho Blacktail Subdivision for more than five (5) weeks, unless it is within a structure, nor left on the roads at any time. On site parking shall be provided for all automobiles, trucks, horse trailers, or other vehicles kept by any of the owners.
13. SIGNS AND BILLBOARDS. No signs, billboards, posters or advertising displays of any kind or character shall be displayed on any part of the premises except mailboxes, or house numbers to identify the occupancy of a residence. One "For Sale" sign may be placed on a lot in the event that a lot is put up for sale by the owner thereof. House numbers shall be a minimum of four inches (4") and a maximum of six inches (6") to facilitate location of a home for emergency service purposes.
14. NO DISCHARGE OF FIREARMS--NATURAL ENVIRONMENT. In order to maintain the natural environment and rural atmosphere of the premises, there shall be no disturbance in any way of animals

or birds which nest, den or live upon the land, except that animal nests or dens may be removed insofar as necessary for location of a residence, utility lines or outbuildings. There shall be no discharge of firearms into or from within Rancho Blacktail Subdivision.

15. BEAVERHEAD COUNTY WEED CONTROL. Beaverhead County Weed Control. Responsibility for Noxious Weed Management rests with the Owner and Road Maintenance Committee, as set forth in the Montana County Weed Control Act of 1985, Section 7-22-2116, MCA, Unlawful to Permit Noxious Weeds to Propagate, which states, "It is unlawful to permit any noxious weed to propagate or to go to seed on his land, except that any person who adheres to the noxious weed management program of his district or who has entered into and is in compliance with a noxious weed management agreement is considered to be in compliance with this section."

16. ROAD MAINTENANCE. It is the lot owner's responsibility to comply with the Revegetation of Right-of-Ways and Disturbed Area Act of 1985, Section 7-22-2152, MCA which states:

a. "Any state agency or local government unit approving a mine, major facility, transmission line, solid waste facility, highway, subdivision, or any other development resulting in significant disturbance of land within a district shall notify the board."

b. "Whenever any person or agency disturbs vegetation on an easement or right-of-way within a district by construction of a road, irrigation or drainage ditch, pipeline, transmission line, or other development, the board shall require that the disturbed areas be seeded, planted, or otherwise managed to reestablish a cover of beneficial plants."

c. 1) "The person or agency disturbing the land shall submit to the board a written plan specifying the methods to be used to accomplish Revegetation. The plan must describe the time and method of seeding, fertilization practices, recommended plant species, use of weed free seed, and the weed Management procedures to be used."

2) "The plan is subject to approval by the board, which may require revisions to bring the Revegetation plan into compliance with the district weed management plan. Upon approval by the board, the Revegetation plan must be signed by the chairman of the board and the person or agency responsible for the disturbance and constitutes a binding agreement between the board and such persons or agency."

17. DITCH AND SECONDARY EASEMENT RIGHTS. Lots numbered 4, 5, 6, 7, and 8 are burdened by a ditch and secondary easement right benefitting the adjacent property to the west, presently owned by Tom Mitchell. Owners of the above-named lots shall not construct permanent fencing across said ditch which would impair the owners of the dominant tenement from accessing their ditch from either

side nor shall said lot owners obstruct, in any manner, reasonably required maintenance of said ditch. Such required maintenance shall include ingress and egress for excavators or backhoes. Additionally, no pipe crossings or bridges shall be placed in or over the ditch without the prior express consent of the owner of the ditch. Such consent shall not be unreasonably withheld if the proposed structure is designed not to unreasonably interfere with the peak flow of waters through the ditch.

18. NO UNLAWFUL ACTIVITIES. No noxious, offensive, or unlawful activities shall be carried on anywhere within Rancho Blacktail Subdivision nor shall any nuisance be maintained. Operating motorized vehicles off roads is prohibited except on owner's property or in driveways.

19. LIVESTOCK. One horse per acre not to exceed four (4) head per lot. One (1) cow per acre not to exceed four (4) cow/calf pairs or four (4) yearlings per lot. 4-H beef and lamb projects are permitted.

The purpose of this covenant is to prevent overgrazing of land which would cause dust and erosion. In no case shall any part of Rancho Blacktail Subdivision be so maintained that the natural vegetative cover is destroyed, except as is necessary for the location of utility lines, buildings or for lawns, gardens and cultivations.

No hogs, goats, chickens nor other fowl may be kept. Owners may keep usual house pets, which can be kept without any continuance or audible disturbance or nuisance to other persons residing within Rancho Blacktail Subdivision. Any person keeping household pets, must maintain a fence which will keep them within the owners' premises.

Any dogs caught harassing livestock within or without the subdivision, or barking to the extent that they unreasonably interfere with another lot owner's peaceable and quiet enjoyment of his property, shall be considered a public nuisance and dealt with pursuant to the provisions of § 81-7-401, et. seq., MCA.

20. FENCES. Fences to be built in Rancho Blacktail Subdivision must be of good quality, chainlink, five strand barbwire, woven wire or post and rail, built with new materials.

21. CATTLE GUARDS. If any owner desires to fence across any road right-of-way or easement for road purposes contained within Rancho Blacktail Subdivision, such person must provide a cattleguard of not less than twenty (20) feet in width at the point of intersection of any such fence with the road or right-of-way.

22. UTILITY EASEMENTS. An easement for utilities, water and sewer lines, water wells, gas lines, television cables, telephone cables, electrical power lines and other similar services shall be and is hereby reserved fifteen (15 1/2) feet on either side of any common lot boundary within Rancho Blacktail Subdivision and may be

reserved on such other parts of any lot therein as may be deemed necessary to service any dwelling constructed or placed upon any property so that all lots within the area shall have adequate utility easements to insure availability of services.

23. SETRACK REQUIREMENTS. No residence or other building may be constructed or placed within forty (40) feet of any lot boundary as shown on the recorded survey of Rancho Blacktail Subdivision.

24. NO MOTOR HOMES. Trailers, 5th wheelers or motor homes may be lived in during construction of a residence, but not to exceed a period of twelve (12) months other than as provided in Section 12, above.

The Architectural Design Committee will consist of J.B. and Eric Anderson until such time as 51% of the lots are sold. Then the committee will consist of the above named and a new lot-owner. (volunteer) After 75% of the lots are sold, the committee will consist of duly elected members.

25. OUTBUILDINGS. Outbuildings may be of metal or wood construction of new materials. No galvanized metal may be used on any buildings; decorative metal roofing will be allowed, upon approval of the Architectural Review Committee on roofs or sidewalls; nor may such materials be used for windbreak without prior approval of the Committee. Nor may roofing materials commonly known as roll roofing (such as tarpaper) be used on any part of any building.

26. COMMERCIAL BUSINESSES PROHIBITED. No commercial business or trade shall be carried on upon these tracts nor shall anything be done thereon which shall become an annoyance or nuisance in the neighborhood. This is intended to prevent the conduct of commercial businesses, both wholesale and retail, and mechanical or commercial animal operations that would be a nuisance to the neighbors. No building or structure of any kind whatsoever other than a single dwelling house and supporting outbuildings shall be erected on the property, and any such dwelling house shall be used for residential purposes only.

27. RESIDENCES. Residences must be custom built homes; no mobile homes, nor modular or manufactured homes will be allowed. All residences shall be required to have a roof pitch approved by the Architectural Design Committee. All residences of single story construction shall have a minimum of 1800 square feet. All residences with multiple levels shall have a minimum of 1400 square feet first floor and an overall minimum of 2200 square feet.

28. LANDSCAPING. Lot owners shall provide and maintain landscaping sufficient to present a pleasing appearance, and shall provide and maintain landscaping sufficient, in the planning board's or commissioner's judgment, to prevent erosion.

29. CULVERTS. Driveway culverts are the responsibility of each individual lot owner. A minimum 15" culvert shall be installed under each driveway at or near its intersection with an interior road.

30. COVENANTS RUN WITH THE LAND. These covenants and restrictions are to run with the land, and they shall be part of all contracts of conveyance for any and all parties and all persons claiming under them. The covenants may be amended at any time by the written agreement of the persons owning seventy (70) percent of the lots within Rancho Blacktail Subdivision.

31. AMENDMENT. These covenants, conditions and restrictions may not be repealed or amended without the prior written consent of the Beaverhead County Commissioners. The Beaverhead County Commissioners are a party to these covenants and may enforce the provisions thereof.

32. ENFORCEMENT. Enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, restriction or condition contained herein, either to restrain violation or to recover damages.

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

34. ATTORNEYS FEES AND COSTS. In the event any party to these covenants is required to seek their enforcement by legal action, then in that event, the prevailing party shall be reimbursed for its reasonable attorneys fees and costs from the non-prevailing party.

35. GENERAL STATEMENT OF PURPOSE. The purpose of these covenants, restrictions, conditions and reservations is to insure the use of the property for attractive residential purposes, to prevent nuisances and to insure health and happiness, to prevent impairment of the natural beauty of the subdivision, to maintain the tone of the community and thereby to secure to each lot owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his lot than is necessary to insure the same advantage to all lot owners.

IN WITNESS WHEREOF, the owners have hereunto subscribed their names this 30 Day of April, 1996

*Blaine Anderson Jr.*  
Blaine Anderson, Jr.

*Eric Anderson*  
Eric Anderson