

**DECLARATION AND CONFIRMATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION is made this _____ day of _____, 199____, by K. PHIL TAYLOR and ADELE R. TAYLOR, of 1725 Highway 41, Dillon, Montana 59725, hereinafter referred to as the "Declarant".

The Declarant is the owner of that certain real property more particularly described and shown on the plat of Rebich Major Subdivision, filed for record in Beaverhead County, Montana. Declarant intends to sell, dispose of and convey the lots delineated on said plat and desires to subject all of said lots to the protective covenants, conditions, restrictions and reservations hereinafter set forth and referred to as covenants.

THE LOTS AFFECTED BY THIS DECLARATION ARE AS FOLLOWS:

Lots 1 through 30, located in Section 8 and Section 17, Township 7 South, Range 8 West, P.M.M., as shown on Rebich Major Subdivision Plat, filed _____, 199____, under Recorder's Reception No. _____, records of Beaverhead County, Montana.

COMMERCIAL DISTRICT

The following lots are designated as commercial lots within the Subdivision and shall be subject to the following covenants, Nos. 1 through 22, and Nos. 34 through 65 hereinafter set forth:

Lots 3, 4, 12, 13, 14, 15, 16, 17, 18, 27 and 28, as shown on Rebich Major Subdivision Plat, filed _____, 199____, under Recorder's Reception No. _____, records of Beaverhead County, Montana.

1. The Commercial District is intended to accommodate business and light manufacturing uses whose operations require considerable area and access to transportation routes, yet reasonably preserve the traffic capacity of road systems, the desirability of adjoining land for residential and recreational purposes and the quality of the natural environment.

2. The following principal uses shall be permitted within the Commercial District:

- Amusement, commercial, including outdoor uses (excepting drive-in theaters, shooting ranges and racing of manned motor vehicles)
- Building equipment and materials, wholesale and retail sales, including enclosed or fenced storage yards
- Car washes
- Clubs and lodges
- Cleaning establishments, such as dry cleaning service, commercial/residential cleaning service, laundromats

- Drive-in restaurants or refreshment stands
- Establishments selling, renting and/or storing motor vehicles, including mobile homes, travel trailers, agricultural implements and/or heavy machinery
- Funeral homes
- Grocery stores
- Hospitals
- Medical and dental offices, clinics and laboratories
- Multi-family residences
- Laboratories (analytical, experimental, testing, research and development), excepting testing of hazardous materials
- Motels and hotels
- Nurseries and greenhouses
- Nursing homes
- Outdoor advertising businesses
- Police and fire stations
- Professional offices
- Restaurants
- Retail Stores and Department Stores
- Services, including but not limited to, barber shops, laundries, repairs shops, rental shops and custom fabrication
- Service stations and convenient stores (limited to a maximum of 24 gas nozzles on two islands, and 4 diesel nozzles on one island at any one location)
- Auditoriums or meeting halls
- Storage yards, bulk materials
- Utility offices, public or private
- Veterinary offices or clinics
- Wholesale storage, sales or storage services

3. The following uses shall be permitted as accessory uses within the Commercial District:

- Off-street parking and loading
- On-site signs
- Outdoor storage of merchandise or inventory usually stocked
- Other uses or structures which are clearly incidental and subordinate to the principal use of the structure as determined by the Association herein established
- Vehicle repair businesses and/or body shops are permitted as accessory uses only when operated within a permitted structure for the sale of new motor vehicles

4. "Temporary Use" within the Commercial District is defined as use of the property for a period not to exceed one (1) year. The following uses shall be permitted as temporary uses within the Commercial District:

- Temporary structures, mobile homes and storage areas on construction sites
- Temporary structures on sites of grading operations
- Temporary signs
- Use of open land for meetings, circuses, carnivals or sale of Christmas trees, baked goods or collected clothing, or the like, if no permanent structure is erected

5. All buildings and structures, including walls, fences, accessory buildings or other structures, shall be completed within one (1) year after commencement of construction of the structure.

6. No business structures or buildings located on a lot or lots within the Commercial District may be erected or structurally altered to exceed thirty five (35) feet in height.

7. There shall be no front, side or rear yard requirements.

8. The lots shall be landscaped as herein defined by the subsequent lot purchasers (not by Declarant) so as to control surface water runoff, sedimentation and erosion, to facilitate and not impair traffic, and to screen business or manufacturing activities from nearby residential uses.

9. Landscaping shall mean some combination of planted living trees, shrubs, hedges, vines, ground cover, flowers and lawns suitable for the climate, exposure and site condition, all maintained for appropriate seasonal requirements. The combination or design may include earth sculpture, cobble, bark, mulch, edgers, flower tubs, rock and such structural features as fountains, pools, art works, screens, walls, fences or benches, but such objects alone shall not meet the requirements of this provision.

10. The selected combination of objects and plants for landscaping purposes shall be arranged in a harmonious manner compatible with the building and its surroundings. Dead vegetation shall be removed and replaced as necessary.

11. Any portion of the lot not used as a building site, established parking area or storage areas shall be landscaped.

12. The boundary of Lots 3, 4, 12, 18, 27 and 28 lying adjacent to a Residential District lot or a Professional/Residential District lot shall be landscaped to screen business activities from residential lots. This requirement also applies to Lots 1 and 2 (Professional/Residential District) if used for professional purposes. Screening shall consist of shrubs, evergreen trees or fencing, or a combination thereof, closely spaced and maintained at a height of not less than four (4) feet.

13. Landscaping plans for Commercial District lots must be submitted to the Owners' Association for prior approval pursuant to the Bylaws of said Association.

14. No projecting sign, marquee sign or under marquee sign shall have a vertical clearance of less than eight (8) feet, and no such sign shall have a vertical clearance of less than fourteen (14) feet where it extends over any vehicular driveway or parking area.

15. Projecting signs shall not extend more than 10 feet, which shall be measured horizontally between the outer extremity of the sign and the wall or structure to which it is attached. Where projecting signs are permitted to extend over public property, the sign may not project beyond 10 feet or within two (2) feet of the curb line, whichever is less.

16. No sign shall project or extend into a public right of way, except as herein provided for street signs to be erected by the Owners' Association.

17. Illuminated signs shall be illuminated in such a manner that the light shall shine only on the property on which it is located and shall not shine onto any other property, in any direction, except by indirect reflection. No lighting arrangement shall be permitted which, by reason of brilliance or reflected light, is a detriment to surrounding properties or prevents the reasonable enjoyment of residential uses.

18. Any sign attached to an exterior window of a building, whether on the external or internal side of the window, shall be regulated by these standards. All signs shall be maintained by the owner and kept in good repair and shall be painted and repainted at reasonable intervals. The surface of the ground under and about any free standing on-premise or off-premise sign shall be kept clear of weeds, rubbish and flammable waste material.

19. The supporting members of a roof sign or projecting sign shall appear to be free of any extra bracing angle iron, guy wires, cables, etc. The supports shall appear to be an architectural and integral part of the building. Supporting columns of round or square shaped steel members may be erected if required bracing visible to the public is minimized or covered.

20. Signs not in use by reason of change of occupancy or vacation of the building or use shall be removed within ninety (90) days by the owner of the sign.

21. Nothing herein contained shall be interpreted as prohibiting or excluding signs as are required by law, including legal notices and advertisements prescribed by law or posted by an officer or agent of the law.

22. Plans for signs to be used on Commercial District lots must be submitted to the Owners' Association for prior approval pursuant to the Bylaws of said Association.

RESIDENTIAL DISTRICT

The following lots are designated as residential lots within the Subdivision and shall be subject to the following covenants, Nos. 23 through 31, and Nos. 34 through 65 hereinafter set forth:

Lots 5, 6, 7, 8, 9, 10, 11, 19, 20, 21, 22, 23, 24, 25, 26, 29 and 30, as shown on Rebich Major Subdivision Plat, filed _____, 199____, under Recorder's Reception No. _____, records of Beaverhead County, Montana.

23. The Residential District is established to provide for development of single-family and two-family residences within the Subdivision, and shall also accommodate institutional and public uses compatible with residential neighborhoods.

24. The following principal uses shall be permitted within the Residential District:

- Single family residences
- Two family residences
- Community residential facilities
- Churches
- Schools
- Libraries
- Museums
- Public parks and playgrounds

25. The following uses shall be permitted as accessory uses within the Residential District:

- Home occupations within the primary residence or housed in accessory buildings
- Accessory buildings incidental to the permitted uses, including one private garage and storage buildings, subject to all covenants herein set forth

26. A twenty-five (25) foot front yard shall be provided on all frontages, exclusive of roadway easements shown on the subdivision plat. There shall be side and rear yards of not less than twenty-five (25) feet. Decks must be constructed so as to meet all yard requirements herein set forth.

27. The lots shall be landscaped by subsequent lot owners (not by Declarant) so as to control surface water runoff, sedimentation and erosion. Landscaping may consist of any combination of plants and natural or manmade materials specifically intended for such use, all maintained for appropriate seasonal

requirements. Dead vegetation shall be removed and replaced as necessary.

28. All structures, including walls, fences, residences, accessory buildings or other structures, shall be completed within one (1) year after commencement of construction of the structure.

29. All dwellings and structures within the district shall conform to the following:

(a) Only one (1) residential dwelling is permitted on any one (1) lot. All residences, except mobile homes as allowed under No. 30, below, must have a minimum of 1200 square feet on the ground floor, exclusive of any attached garage.

(b) All residences, except mobile homes as allowed under No. 30, below, shall be not less than twenty-four (24) feet in width.

(c) All residences shall conform to applicable Department of Housing and Urban Development (HUD) regulations if manufactured off site.

(d) All residences shall be constructed on mortared block or concrete foundations with adequate openings for access and ventilation.

30. Mobile homes and trailer houses are permitted within the Residential District, subject to all covenants herein set forth, excepting only that the minimum ground floor space for any mobile homes or trailer houses shall be 900 square feet.

31. The manufacturing date of any mobile home or trailer house cannot be older than five (5) years from the date the home is placed on a permanent foundation within the subdivision.

PROFESSIONAL/RESIDENTIAL DISTRICT

The following lots are designated as professional/residential lots within the Subdivision and shall be subject to the following covenants, Nos. 32 and 33, and Nos. 34 through 65 hereinafter set forth:

Lots 1 and 2, as shown on Rebich Major Subdivision Plat, filed _____, 199____, under Recorder's Reception No. _____, records of Beaverhead County, Montana.

32. The following principal uses shall be permitted within the Professional/Residential District:

- Single family residences
- Two family residences
- Professional office buildings

33. The covenants herein set forth as Nos. 26 through 31 applicable to the Residential District and No. 12 if the lot is used for professional purposes shall also apply to the Professional/Residential District lots.

**THE FOLLOWING COVENANTS, NOS. 34 THROUGH 65,
SHALL AFFECT ALL LOTS WITHIN THE SUBDIVISION:**

OWNERS' ASSOCIATION

34. The Declarant shall cause a Montana non-profit corporation to be formed, which is hereinafter referred to as "the Association." The purpose of the Association is to care for, protect and maintain the roadways, common improvements, park area and any other matters necessary to maintain the property and to benefit the owners of the individual lots within the subdivision. The Association shall assume and perform all functions imposed on it or contemplated for it under this Declaration or any similar function under any Amended Declaration with respect to the property which is the subject of this Declaration.

35. Declarant shall deed the area dedicated as "Park" on the subdivision plat to the Association, which deed shall be recorded in the office of the Clerk and Recorder of Beaverhead County, Montana. The Association shall assume all responsibilities and liabilities in connection with the park property, including, but not limited to, public liability, insurance, taxes, maintenance, repair, improvements and preservation for the benefit of all owners of lots within the subdivision. The Association may not sell any portion of the dedicated park land.

36. The Association shall have all powers necessary or desirable to effectuate these purposes, including, but not limited to, the following:

(a) The power to levy such annual or special assessments as may be deemed necessary for the proper management of the Association. Such assessments may include taxes, insurance, maintenance, repair, replacement and such other activities reasonably necessary for the proper functioning of the Association, which assessments shall become a lien on the property if not timely paid.

(b) The power to adopt and enforce such reasonable rules and regulations as may be required to effectuate the purposes of this Declaration and the Bylaws of the Association.

(c) The power to adopt and enforce rules and regulations applicable to use of the pond by the Association members.

(d) The power to enforce this Declaration and the Bylaws, rules and regulations of the Association.

(e) The power to construct, maintain, repair or replace improvements and make such reasonable annual or special assessments as may be required for such actions.

(f) The power to establish such reserves for capital expenditures as the Association may deem prudent.

(g) The power to suspend the voting rights and the right to use the common improvements of a member for any period during which any assessment against his lot remains delinquent.

37. Every person or entity who is the owner of fee or equitable title to a lot, or who is subject to an assessment by the Association shall automatically be a member of the Association. Membership shall be vested upon delivery of a duly executed deed or contract for deed to the owner. Foreclosure of a security document and repossession of a lot shall terminate an owner's membership and all rights to such membership shall vest in the secured party. Membership shall terminate upon the transfer of an owner's interest in a lot to a purchaser.

38. Members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person or entity holds such interest in any lot, such persons or entities shall be members, and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote or fractions of one vote, be cast with respect to any such lot on any one issue.

39. Not later than twelve (12) months after ten (10) lots in the subdivision have been conveyed, the Declarant, or their representative, shall call a meeting of all owners to be held within forty-five (45) days of said notice for the purposes of holding the Association's first annual meeting and establishing the administrative operation of the Association.

40. A quorum for the transaction of any business of the Association shall be thirty-five percent (35%) of its members, either in person or by proxy. Meetings of the members shall be preceded by written notice mailed to each member at his most recent known address not less than ten (10) days prior to the time of the meeting. Notice of any meeting may be waived by a member, provided the waiver is in writing. A written record of any meeting shall be maintained by the Association. Any issue affecting the rights of the members shall be submitted to a vote, and the majority of those

voting on any issue shall prevail, except as may be otherwise provided herein.

GENERAL COVENANTS

41. The following uses are strictly prohibited within the subdivision:

- Auto repair and body shops, except as allowed on a limited basis as an accessory use
- Electrical substations, gas regulating stations, microwave reflector, utility repair or storage facilities, landfills and sewage treatment facilities
- Wrecking companies and salvage yards

42. Each lot owner shall be responsible for furnishing and the cost of furnishing electricity from the lot boundaries, and each residence/structure must be furnished with electricity before it can be occupied.

43. The road easements shown on the subdivision plat are for the purpose of allowing ingress and egress to the lots shown on said plat and may be used by the owners of said lots, their guests, invitees, customers and clients. The roads constructed within the subdivision will not be maintained by any public entity or by Beaverhead County, Montana, without the future agreement of the County or public entity.

44. All access roads must be constructed and maintained within the easements described on the subdivision plat hereinabove described. All roads within the Subdivision shall be designed and constructed in accordance with the applicable provisions of the Subdivision Regulations of Beaverhead County, Montana. The Association shall erect and maintain street/road signs for fire and emergency vehicles.

45. All lots, residences and premises shall, at all times, be kept clean, debris free, sightly and in a wholesome, neat condition. No trash, litter or junk shall be permitted to remain exposed on any lot, and all garbage cans shall have lids. No accumulation of garbage shall be allowed.

46. Said lots shall not be occupied or used for any noxious or offensive activity and nothing shall be done or permitted to be done on said lots which is a nuisance or might become a nuisance to the owner or owners of any of the surrounding property, including the disposal of trash. Each lot owner(s) shall at all times control noxious weeds on their property.

47. Subsequent to any initial sale of lots within the Subdivision and thereafter, no inoperable or unlicensed vehicles of any kind shall be parked or stored on any lot for a period

exceeding thirty (30) days, unless they are parked or stored in a garage or other permitted structure. Travel trailers may be kept on the property as long as they have a current license at all times, or are on a Commercial District lot as herein permitted.

48. No livestock shall be allowed within the subdivision. Pets are not allowed to run at large off the pet owner's property. This restriction applies also to the owners' guests, invitees, licensees, customers and clients or occupant. No more than two (2) pets are allowed on any one (1) lot.

49. The lots within the subdivision shall not be further subdivided.

50. No permanent structure, other than fencing, shall be closer than twenty-five (25) feet from the adjoining lot line or the lot frontage, exclusive of roadway easements shown on the subdivision plat.

51. All applicable fire and building codes, zoning, or other laws, rules and regulations of any governmental agency shall be considered a part hereof and enforceable hereunder, and all owners of said lots shall be bound by such codes, laws, rules and regulations.

52. No outside toilets or privies shall be permitted on any lots in this subdivision. All toilet facilities must be a part of a residence or structure and shall be of modern flush type connected with proper septic tank systems satisfying all state and local requirements. Each lot must have its own septic tank or sewage system constructed to standards accepted by the State Board of Health or other governing agency, which standards are governed by the proposed use of each lot.

53. No sewage, wastewater, trash, garbage or other debris shall be permitted to drain into any body of water in or adjacent to the subdivision.

54. Except for covenant No. 49, above, restricting further subdivision, the Association may amend this Declaration by a majority vote of the owners of all lots within the subdivision at a meeting duly held, after thirty (30) days written notice of said meeting and its purpose has been sent to all lot owners by certified mail. Any amendment must be recorded in the office of the Clerk and Recorder of Beaverhead County, Montana, before the amendment is binding on any owner.

55. Should any security document be foreclosed, or other transfer by judicial process occur, on the property to which this Declaration refers, then the title acquired by such foreclosure or transfer and the person or persons who become an owner or owners of such property shall be subject to and bound by all of the

restrictions, conditions and covenants set forth in this Declaration.

56. This subdivision is located in an active agricultural management area and is, therefore, subject to noise, dust, smoke and odors resulting from traditional agricultural practices; and as such, these normal and usual agricultural practices, when performed in accordance with accepted agricultural practices, shall not be considered as public nuisances.

57. The discharge of firearms within the boundaries of the subdivision is prohibited.

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

59. No owner, occupant, guest, invitee, customer or client shall have any rights to trespass on another owner's property, either inside or outside the subdivision boundaries, for any reason.

60. Once a lot is purchased from Declarant and the owner wishes to resell or rent the property, no "FOR SALE" or "FOR RENT" signs will be permitted in excess of four (4) feet square.

61. Invalidation of any of these covenants or provisions hereof shall not affect any of the other covenants or provisions hereof, all of which shall remain in full force and effect.

62. Buyers of lots within the subdivision agree to be bound by all easements, rights of way of record shown on the subdivision plat, in existence or herein created.

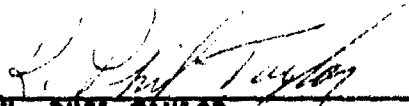
63. The owners or grantees of any lot do, by accepting a deed to said lot or lots, waive and relinquish any and all rights to protest the formation of fire, special fire or solid waste disposal districts serving the area. Said owners do not waive their right to participate in or vote on any assessments or elections of said districts after their formation. All owners of lots within the subdivision agree, by acceptance of a conveyance, to faithfully observe and comply with the provisions of this Declaration and the rules, regulations and bylaws of the Association.


64. Should any action be necessary to enforce these covenants, the prevailing party shall be entitled to, as the costs of such action, attorneys fees and costs, including, but not limited to, expert witness fees.

65. These covenants can be enforced by the Commissioners of Beaverhead County, Montana.

SUBDIVISION APPROVAL

66. The review and approval of Rebich Major Subdivision, Beaverhead County, Montana, in accordance with Sections 76-4-101-131, MCA, for Lots 1 and 2 is for professional offices or single family residential use; Lots 3, 4, 12, 13, 14, 15, 16, 17, 18, 27 and 28 is for light commercial or light industrial use; Lots 5, 6, 7, 8, 9, 10, 11, 19, 20, 21, 22, 23, 24, 25, 26, 29 and 30 is for single family residential use. Any other use of the above described lots, i.e. convenience store, restaurant, motel, service station, etc., must be reviewed and approved in accordance with Sections 76-4-101-131, MCA.



K. PHIL TAYLOR


ADELE R. TAYLOR

STATE OF MONTANA)
 : ss.
COUNTY OF BEAVERHEAD)

This instrument was acknowledged before me this _____ day of _____, 199__, by K. PHIL TAYLOR and ADELE R. TAYLOR.

(SEAL)

Notary Public for State of Montana
My Commission expires: