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STATE OF MONTANA, COUNTY OF BEAVERHEAD ss

Recorded on the 4 day of May

1995 at 11:02

Book 11A M. Book 1279 Page 688-99

By [Signature] County Recorder

[Signature] Deputy Recorder

W/c SOUTHWIND'S MINOR SUB.

DECLARATION OF PROTECTIVE COVENANTS

SOUTHWIND HOME SUBDIVISION

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 affecting the use, regulations, easements and development of that certain real property described in Article I.

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 hereinafter 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 grantee, personal representatives and/or successors in interest thereto.

ARTICLE 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 SOUTHWIND SUB-DIVISION.

ARTICLE II.

General

The real property described in Paragraph I is subject to the conditions, 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 ensure 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.

ARTICLE 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 SOUTHWIND 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 judgment 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 placed on said lots shall be at least forty (40) feet from property lines of said lot. No awnings, porches, decks or other structures or buildings whether attached or unattached to the primary dwelling shall be closer than forty (40) feet from either side or closer than forty (40) feet from the back of the property line. All structures shall have setbacks from the front lot line of not less than forty (40) feet.

Porches or decks may be added to the street side of a dwelling but cannot extend closer than forty (40) feet from the front lot line. 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.

5. Only one dwelling shall be permitted on one lot, but in addition to the dwelling unit, each lot owner may provide structures to be used as a garage, workshop, storage shed.
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. Fences shall be completed within one hundred and twenty (120) days of commencement. Barbed, Page or Welded wire shall not be permitted. Stone, vinyl, chainlink, wood, pole, cinder block, brick or other approved materials may be used.
8. No lot or the improvements thereon shall be used for the purpose of carrying on or conducting commercial business.
9. Trash, old machinery or equipment, or unlicensed or inoperable automobiles shall not be stored or permitted to accumulate on lots.
10. There will be a speed limit of fifteen (15) mph.
11. There will be no mobile homes or arch style buildings.
12. 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. No flat roofs will permitted on any structure.
13. No pre-owned home will be permitted in SOUTHWIND SUBDIVISION.
14. Modular homes on concrete foundation or basement will be permitted.
15. Manufactured homes will not be permitted.
16. No on-road parking of any cars, trucks, trailers or machinery, etc., will be permitted.
17. All tracts in SOUTHWIND SUBDIVISION will have a yard light to be furnished by developer. The yard lights to be installed and wired by lot owners.

bathroom facilities placed in any other building must be hooked up to the sanitary system in accordance with the State Plumbing Code and local health requirements.

ARTICLE V.
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 covenant; 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 of 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

18. Cats, dogs and other indoor household pets may be allowed in the sub-division subject to the following conditions:

A. All animals 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.

B. Animals raised as a 4-H project are not allowed.

C. All dogs and cats are to be kept upon the lot of the owner or custodian of such animals, and not to be allowed to stray or run loose.

D. 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.

E. All animals and fowl in the subdivision are subject to Beaverhead County animal control ordinances.

19. This is a rural subdivision. Farming operations are adjacent to this subdivision. With farming operations expect animal grazing, farm equipment traffic and associated farming noise. As with any rural area, dust and possible objectionable odors are possible.

21. No permanent outside signs are allowed except for name and address only.

22. Trash containers shall be hidden from view.

23. 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.

ARTICLE IV. Sewer 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

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 changes in these covenants shall not affect existing structures or uses of the lots.

ARTICLE VI.
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 percent (75%) of the lots in the subdivision. 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.

ARTICLE VII.
Severability

A determination of invalidity of any one or more of the covenants hereof by judgment, 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 declarant(s) has(have) executed this instrument this 3TH day of July, 1995.

Robert N. Miller
Norma Jean Miller

STATE OF MONTANA)
 :
COUNTY OF BEAVERHEAD)

On this 3rd day of May, 1995, before me, a Notary Public for the State of Montana, personally appeared Robert N. Miller and Norma Jean Miller, known to me to be the person(s) who executed the within and foregoing instrument and acknowledged to me that he(they) executed the same.

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

NOTARY PUBLIC FOR THE STATE OF MONTANA
Residing at Dillon
My Commission Expires 6-19-95

(NOTARIAL SEAL)



Addendum to the
Protective Covenants for the Southwind Subdivision

- #1. No fertilizer storage, tanks or any other form will be allowed in this subdivision.
- #2. No roof having pitch of less than one (1) foot rise in a five (5) foot run will not be allowed in Southwind Subdivision.