

PROTECTIVE COVENANTS

Gerald and Deborah Waller are the owners of that certain property as shown by the plat thereof in Beaverhead County, Montana. Declarants intend to sell, dispose of and convey sites as set forth and delineated on such plat, and desires to subject all of said lands and sites comprising said lands to the protective covenant, conditions, restrictions and reservations hereinafter set forth and referred to as "covenant".

NOW THEREFORE, with prime consideration for the ecology and esthetics for the property, Declarants does hereby establish a general plan for the protection, maintenance, development and improvement of said land and such covenants are for the mutual benefit of the sites comprising said property and of each owner thereof, and such covenant shall run with the land and shall inure to pass with each and every parcel or site therein, and shall apply to and bind the respective owners, their successors and assigns.

SAID COVENANT IS AS FOLLOWS:

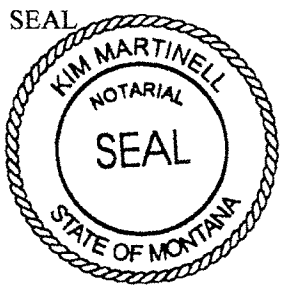
- #1 All zoning and other laws, rules and regulations of any government under whose jurisdiction said land lies are considered to be a part and enforceable hereunder and all owners of said lands shall be bound by such laws, rules and regulations.
- #2. Each lot is limited to ¼ acre (10,890 square feet) of well-supplied irrigation property (e.g. lawn, garden, shrubbery, and trees) and the irrigated area shall be limited to the area immediately surrounding the home site, and,
- #3. The property owners shall conserve well-supplied water and not unduly waste water through evaporation, runoff or infiltration (e.g. decorative pond, stream or fountain, etc.). This groundwater use restriction does not restrict short duration and limited recreational uses such as non-leaking swimming pools.
- #4. Treatment is required, at a minimum, at each drinking water tap. Treatment must adequately treat nitrate+nitrite (as N) to below the DEQ-7 human health standard of 10 mg/L. The proposed treatment system submitted must have been tested and performance demonstrated by the EPA-NSF Environmental Technology Verification (ETV) program or similar qualified third-party verification.
- # 5. The homeowners association shall be responsible for the installation and maintenance of all storm water structures in accordance with the operation and maintenance plan approved by MDEQ.
- # 6. Buyer agrees to be bound by each and all easements and rights of way in existence.
- # 7. A Homeowners Association shall be formed to enforce the subdivision covenants and be responsible for the maintenance of the internal subdivision road (Black Dog Lane).

- # 8. Said land shall be used for residential purposes only. No building erected on said land shall be nearer than thirty (30) feet to the street right-of-way, or nearer than twenty (10) feet to any other boundary. For the purpose of this covenant, caves, steps, open porches and carports shall be considered part of the building. One dwelling for single family occupancy only permitted on any one parcel..
- # 9. Abuse or overgrazing of natural vegetation shall not be allowed.
- # 10. All utilities to the properties including pipe, cables and lines shall be buried underground.
- # 11. Said land shall not be occupied or used for any noxious or offensive activity and nothing shall be done or permitted to be done on said lands which is a nuisance or might become a nuisance to the owner or owners of any of the surrounding lands, including the disposal of trash. Inoperable vehicles, machinery, or equipment shall not be permitted. Each vehicle will be currently licensed and operable. No junk vehicles will be permitted.
- #12. Household pets are limited to no more than two dogs and two cats. All pets must be attended and controlled at all times when they are not constrained within a house, within a run, or within the boundaries of a Lot within the Property.
- #13. No 24-hour yard lights are permitted. All exterior lighting shall be indirect, shall have full cutoff deflectors to direct light downward.
- #14. All residences shall install an address sign visible for all services to readily locate property.

IN WITNESS WHEREOF, the Undersigned have executed these Declarations, Restrictions, Protective Covenants, and Conditions for the Stonehouse Road Minor Subdivision in Beaverhead County, Montana, on the day and the year first above written.

By [Signature] _____ Its: [Signature] _____
STATE OF MONTANA)
) :ss
County of Beaverhead)

On this 25th day of August, 2009, before the undersigned a Notary Public, personally appeared known to me to be the persons whose names are subscribed to the written instruments and acknowledged to me that they executed the same.



[Signature]
Notary Public for the State of Montana
Written Name: Kim Martinell
Residing at: Dillon MT
My Commission Expires: 1-10-2012