

DECLARATION AND CONFIRMATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

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These Covenants, Conditions and Restrictions are intended to supersede those Covenants, Conditions and Restrictions previously recorded in Bk. 273, Pgs. 669-673 in the records of Beaverhead County, Montana.

THIS DECLARATION made on the 25th day of Feb. 1994, by K. Phil Taylor and Adele R. Taylor, hereinafter referred to as "Declarant".

WHEREAS, the Declarant is the owner of that certain property more particularly described and shown on "Certificate of Survey" #789 thereof recorded in the records of Beaverhead County, Montana. Such property shall be known as "Valley View Farm Lots." Declarant intends to sell, dispose of, and convey lots listed below as set forth and delineated on said survey, and desires to subject all of said lots listed below comprising said lands to the Protective Covenants, conditions, restrictions and reservations hereinafter set forth and referred to as "Covenants".

LOTS COVERED UNDER THIS DECLARATION,

Lots 1 thru 8 along with 12 & 13 of Section 12, T7S, R8W, PMM.  
Lots 25, 29, 32 thru 35 of Section 13, T7S, R8W, PMM.

WHEREAS, Lots 23, 24, 30, 31, 36, 37, 38, 39 and 40 of Section 13, T7S, R8W, PMM., will also be covered under this Declaration, except, they will not be restricted to Single Family Dwellings. 2 Duplex's, or one 4-plex dwelling, per lot shall be allowed. If a Single Family Dwelling is constructed on one of these lots, then no additional duplex's or 4-plex's will be allowed. However, a maximum of two single family rental units may be attached to or incorporated with a single family dwelling, as long as all Montana Health and Environmental Sciences codes and Beaverhead County Sanitarian requirements are met, as to sanitation requirements.

SAID COVENANTS are as follows:

1. All lots listed above shall be known as rural residential lots. Houses shall be of new construction in accordance with modern construction practices that do not detract from the appearance of that property or adjacent property. Each residence must have not less than 850 square feet of floor space on the main floor excluding the garage.

2. Any building erected upon any of said lots which is constructed of wood, stucco, cement, or metal shall be painted or stained on the exterior. Any out buildings shall be of new construction in accordance with modern construction practices that do not detract from the appearance of that property or adjacent property.

structure, including walls, fences, residence, ancillary buildings or other structure; exterior construction of that particular structure, wall, fence, residence, ancillary building or other structure shall be completed and water tight within one (1) year of the time such construction was initiated.

4. No single-wide mobile homes are allowed on a lot at any time. A travel trailer will be allowed as living quarters for a period not to exceed twelve (12) months during which time the primary residence is being built. Double-wide mobile homes will be allowed, as long as there is at least 1200 square feet of floor space on the main floor, excluding the garage. The residence must be placed on a permanent foundation (concrete or cinder block). Manufacturing date cannot be over four (4) years from the date the home is pulled onto the lot.

5. Each property owner will be responsible for its own water supply.

6. Each lot owner shall be responsible for furnishing and the cost of furnishing electricity to his property, and each home must be furnished with electricity before it can be occupied.

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

8. No inoperable or unlicensed vehicles of any kind shall be parked or stored upon any lot or parcel for a period exceeding 90 days, unless they are parked or stored in a garage. Farm or industrial equipment will be excepted, only if they are in operating condition. Travel trailers will be excepted as long as they have a current license at all times.

9. Any livestock kept on any tract of property either temporary or permanently shall be fenced in and shall be properly maintained and fed in such a manner as to not create an offensive condition to any of the neighbors. Pets are not allowed to run at large off the pet owner's property. This restriction applies to invitees and licensees. Animals permissible are cows, sheep, horses, llamas and mules. Only one animal per two (2) acres of land will be permitted. No swine, chickens, turkeys, goats or rabbit farms shall be kept on the premises at any time.

10. Said land, lots or parcels shall not be further subdivided into parcels of land less than ten (10) acres.

11. No permanent structure, other than fencing, shall be closer than fifty (50') feet from the adjoining lot line.

12. All zoning or other laws, rules and regulations of any government under whose jurisdiction said land lies are considered to be a part hereof and enforceable hereunder and all owners of said lands shall be bound by such laws, rules and regulations.

13. When any building shall be constructed on any platted lot, the owner of that lot on which such building is constructed shall cause such land to be seeded and suitably planted with grass and or decorative shrubs, excepting, however, such part of the area as shall be constructed as and used for driveways and parking space.

14. 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.

15. The premises and dwelling erected on the premises shall not be used or occupied for any other purpose than as a single family residential dwelling and related uses. No commercial or business activity, except as herein provided, shall be conducted on the premises. Home offices and studios within a person's residence are allowed.

16. No outside toilets or privies shall be permitted on any lot in this subdivision. All toilet facilities must be a part of their residence and shall be of modern flush type connected with proper septic tank system satisfying all state and local code requirements. Each property must have its own septic tank or sewage system, constructed on standards accepted by the State Board of Health.

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

18. The Owners of the above described Lots may amend this Declaration by a majority vote of the Owners of the Lots or Parcels in this subdivision, after 30 days notice to all Owners of Lots or tracts of any proposed amendment. A majority of Owners shall mean a majority of the Lots and not a majority of the persons who own lots. Each lot shall be entitled to one vote (1). Nothing herein shall prevent the owners of the lots from calling a meeting, with at least 30 days written notice, for the purpose of considering an amendment of this Declaration and the covenants and restrictions set forth herein. If such a meeting is called, any amendment must be passed by 60% of the Lots represented by those attending the meeting in person or by proxy and the amendment recorded in Beaverhead County, Montana before the amendment is binding on any Owner. Amendment of this Declaration cannot amend an Owner's easement without the consent of the Owner.

19. Should any mortgage, deed of trust or contract sale be foreclosed or other transfer by judicial process occur on the property to which this instrument refers, the title acquired by such foreclosure or transfer, and the person or persons who thereby and thereafter become the owners of such property, shall be subject to and bound by all the restrictions, conditions, and covenants set forth in this instrument.

20. 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 nuisance.

21. The discharge of firearms within the bounds of this subdivision is prohibited unless written permission is received from the declarant.

22. While Declarant may do some work on roads within the general subdivision, the Declarant is under no obligation or responsibility to improve or maintain the roads. Declarant shall be held harmless from any liability or claim of liability associated with the roads.

23. The roads inside this subdivision are not public roads and will not be maintained by any public entity or Beaverhead County, Montana without the future agreement of the County or public entity. Nothing in this Declaration is intended to prevent the Owners of Lots or Parcels in this Subdivision from forming a cooperative agreement or association to maintain roads or conduct other affairs of the Owners.

In addition to the roads allowing ingress and egress to the Lots or Parcels within the basic subdivision as shown on the Certificates of Survey of the Subdivision, each Parcel or Tract is also subject to an easement having a width of twenty (20') feet along all property lines for purposes of installing and maintaining utility services, including without limitation, electric power, water, telephone, cable television and sanitary and storm sewer lines, to other Tracts or Parcels in the Subdivision.

All access roads to Parcels and Tracts must be constructed and maintained within the rights of way described on the applicable certificates of survey of the subdivision.

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

25. No homeowner, occupant, or their guests shall have any rights to trespass on another landowner's property either inside or outside the subdivision boundaries for any reason without first obtaining permission from that landowner.

26. Once a lot is purchased from the Declarant and the owner wishes to resell or rent the lot, no "For Sale" or "For Rent" signs will be permitted in excess of four (4') feet square.

27. Invalidation of any of these restrictive convenances or any provision thereof shall not affect any of the other restrictive convenances or provisions hereof all of which remain in full force and effect.

28. Buyer agrees to be bound by each and all easements, if any, and rights-of-way of record or in existence.

29. The Owner or Grantee of any Lot or Parcel do by accepting a deed to said parcels waive and relinquish any and all rights to protest the formation of possible area fire or special fire or solid waste disposal districts associated with serving the area. Said owners do not waive their right to participate in or vote in any assessments or elections of said districts after their formation. All owners of lots or tracts within the subdivision within the abovedescribed real property covenants, agree by acceptance of a conveyance, to faithfully observe and comply with the provisions of this Declaration.

30. Should any action be necessary to enforce these covenants, conditions and restrictions, then the Court shall award as the costs of such action attorneys fees and costs, including expert witness fees, to the prevailing party.

217735 INDEXED

VALLEY VIEW FARM LOTS

STATE OF MONTANA - COUNTY OF BEAVERHEAD ss  
Recorded on the 28 day of February  
19 94 at 9:05  
Book 274 Page 318-322  
County Recorder  
By: [Signature] Deputy Recorder

BY: [Signature] K. Phil Taylor

BY: [Signature] Adele R. Taylor

#309 Phil Taylor  
220 N Mont. Dillon

STATE OF MONTANA )  
County of Beaverhead )

On this 25 day of February A.D. 1994, before me, the undersigned Notary Public in and for the State of Montana, personally appeared K. Phil Taylor and Adele R. Taylor, known to me to have executed the foregoing instrument and who acknowledged to me that he executed the same for the use and purposes hereinabove set forth.



[Signature]  
Notary Public for the  
State of Montana. Residing  
at Dillon, Montana. My  
Commission expires on  
10-13, 1994.