

**DECLARATION OF PROTECTIVE COVENANTS****WILLOWS 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 as located in the County of Beaverhead, State of Montana, and more particularly described as that area designated WILLOWS SUBDIVISION.

**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 for 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 encourage attractive buildings thereof and in general to provide adequately for a high quality of improvements on said property.

### ARTICLE III

1. All laws, rules and regulations of any 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 Willows subdivision on file and of record with the Clerk and Recorder of Beaverhead County.
3. Principal and accessory from all structures placed on said lots shall be at least 40' from property lines of said lot. All additions, changes or alterations to the outside of any structure on the lot must have the approval of the developer.
4. Only one dwelling shall be permitted on each lot. Outbuildings will be limited to three structures, attached garages; animal windbreaks will not be counted as outbuildings. No structure over 24' high, measured from ground level, will be permitted.
5. 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.
6. No fence will exceed 6' in height. No chain link will be allowed on the perimeter of lots. No pole fence will have less than 3 rails, posts 8' center. Vinyl fence with 3 rails and posts 8' center will be permitted. Jack leg fence will be permitted if constructed to accepted standards. Fence to be completed within 90 days of commencement of construction.
7. No lot or the improvements thereon shall be used for the purpose of carrying on or conducting commercial business.
8. Trash, old machinery or equipment, unlicensed or inoperable automobiles shall not be stored or permitted to accumulate on lots.
9. There will be no arch-style buildings.
10. 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 be permitted on any structure.
11. No pre-owned home will be permitted in Willows subdivision.
12. No on-road parking of any cars, trucks, trailers or machinery, etc. will be permitted.
13. Metal used on any structures will be colored.
14. 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; 4 large animals permitted per lot.
  - B. Animals raised as a 4-H project are 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.
17. 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 objectionable odors are possible.
18. No permanent outside signs are allowed except for name and address only.
19. Trash containers shall be hidden from view.
20. Easements for drainage, electricity, telephone, lighting, water, sewer, cable televisions and all other utilities, pedestrian traffic or any other service or utility shall be and are hereby reserved. All utilities shall be underground.
21. There will be no obstruction on or in irrigation ditches through Willows Subdivision that would obstruct cleaning or maintenance of these ditches.
22. Home and building plans shall be approved by the developers before construction.
23. No fertilizer storage in any form will be allowed on any lot.
24. No above or below ground tanks of any type will be allowed except sanitary systems.

25. No above or below ground gas or diesel fuel or propane storage tanks will be allowed. No large diesel trucks will be allowed in the subdivision, except for material delivery and building supplies.
26. Lot owners in Willows Subdivision shall control weeds to Beaverhead County standards.

**(If irrigation well is permitted:)**

27. Irrigation water will be available to each of the four (4) lots. The well and pump maintenance and electricity costs will be 25% for each lot.
28. Lot owners association will be formed to have an agreement for time use for each lot.
29. All interior roads will be a minimum 20' wide.
30. No home will be permitted less than 26' wide, and must have 1,800 square feet of living area excluding garages, porches, etc.
31. Roof pitch must be a minimum of 5" rise per 12" of roof run.
32. All utility easements must be kept clear of sheds, fences, trees, that would obstruct any repairs or construction of utilities.

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 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

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 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,

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

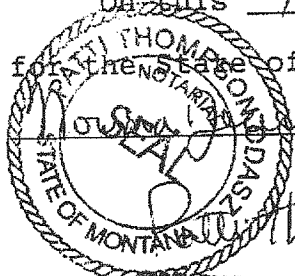
A determination of invalidity of any one or more of the covenants hereof by judgment, order or decree of a court, shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the declarant(s) has(have) executed this instrument this 4 day of March, ~~2004~~ 2004

X Robert W. Miller  
X Norma Jean Miller <sup>13</sup> Robert W. Miller  
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STATE OF MONTANA )  
  :  
COUNTY OF BEAVERHEAD )

On this 9 day of March, <sup>2004</sup> ~~1996~~, before me, a Notary Public for the State of Montana, personally appeared Robert W. Miller  
Norma Jean Miller / By Robert Miller known to me to be the person(s)  
POA.



Thomas O'Leary  
NOTARY PUBLIC for the state of Montana  
Residing at Dillon, Montana  
My Commission Expires May 31, 2007