

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION is made this 1st day of August, 2000,
by RONALD E. TOWERY, Trustee of the Ronald E. Towery and Zora R.
Towery Marital Property Trust hereinafter called "Declarant".

RECITALS:

Declarant makes this Declaration upon the basis of the following facts and intentions:

A. Declarant is the owner of the following described real property located in Beaverhead County, Montana, a tract of land in the Southeast 1/4 of Section 6 and the Northeast 1/4 of Section 7, both in Township 8 South, Range 8 West, P.M.M., Beaverhead County, State of Montana, more completely described as follows: commencing at the south 1/4 corner of said section 6, T8S., R8W., P.M.M.; thence N.89 50'31"E., along the south line of said section 6, 497.30 feet, to the true point of beginning of Blacktail Deer Creek Estates IV Minor Subdivision; thence N.29 22'00"W., 278.10 feet; thence N.08 53'17"W., 551.02 Feet; thence N.83 32'30"E., 770.00 Feet; thence N18 32'47"W., 125.00 feet; thence N.72 50'43"E 98.66 feet; thence N.80 57'08"E., 210 feet: thence S18 32.'47"E., 870.00 feet; thence S.80 57'08"W., 310.00 feet; thence S.26 17'18"E., 95.87 feet; thence S.80 53'29"W., 811.19 feet; thence N.27 23'08"W., 38.21 feet, to the point of beginning containing 21.68 Acres of land all according to the plat of Blacktail Deer Creek Estates IV Minor Subdivision.

B. Declarant plans to subdivide and develop the above-described property and impose thereon beneficial protective covenants under a general plan of improvement for the benefit of all of such real property, every part thereof and interest therein.

NOW THEREFORE, Declarant hereby declares that the above-described real property be held, sold, conveyed, encumbered, used, occupied and improved subject to the easements, restrictions, covenants and conditions, all of which are in furtherance of a plan for subdivision, improvement and sale of said real property and are established for the purpose of enhancing the value, desirability and attractiveness of the real property and every part hereof. All of the easements, restrictions, covenants and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall be for the benefit of each owner of any portion thereof and inure to the benefit of and be binding upon each successor in interest of such owners.

PROVISIONS:

1. Only one single family dwelling may be constructed on each parcel, which shall be a minimum of 1500 square feet on the ground level exclusive of garage, carports, porches, or other additions thereto.

A minimum 2 car garage or carport is required and must either be attached to the residence as an integral part thereof or attached thereto by an arbor or breezeway and shall conform to the architecture and exterior materials of the dwelling. An attached garage, as prescribed above, shall not be considered another building. A maximum of three (3) buildings may be constructed on subject premises though individual buildings may serve a dual purpose; i.e. guest quarters/shop building; barn/stable building; barn/shop building; etc. Out buildings shall be of similar construction, materials, color and style as to the primary residence.

No single family dwelling or other building shall exceed a maximum height of 34 feet. The primary or majority of the residence minimum roof pitch shall be 6/12 (6" height for every 12" of rafter length). Conventional "Three tab" or "Tee lock" asphalt shingles are not permitted. First story floor shall be no higher than 24" from soil level or sidewalks except where a variance is granted by declarant.

2. Modular homes must be of conventional home construction technique supported by wood floor joist and girders with a permanent concrete foundation. They must conform to the 1500 sq. ft. minimum and have a minimum two car attached garage as prescribed in Provision #1 above and comply with all other requirements in Provision #1.

3. Mobile homes including double-wide trailer homes are not permitted or allowed on said premises except during construction of the permanent residence and only then for a period not to exceed (12) twelve months.

4. The exterior of any permanent dwelling constructed shall be completed within 12 months after the start of construction.

5. All buildings must be set back a minimum of 75 feet from the boundaries of the property except where a variance is granted by Declarant.

6. Easements and Utilities - Each parcel shall be subject to such rights of way and easements as shown on final plat, COS, and as Grantor designates in deed for installation and maintenance of roads, driveways, drainage, fences, water lines, irrigation lines, power lines, telephone lines and other utilities. Installations for water, utility lines, including power and telephone lines shall be underground at the expense of the parcel owner. No other access or driveway to county road than that provided shall be permitted.

7. No dwellings, out buildings, or other improvements other than fences shall be built within a 100 year flood plain.

8. No outside toilets or privies shall be permitted on said lands. All toilet facilities must be a part of the residence or garage and shall be of modern flush type and connected to an County approved septic system.

9. Beaverhead County septic permit must be obtained prior to any new construction on a lot. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the Board of Health of the State of Montana. No septic tank or field system shall be nearer than 10 feet to any boundary except with the consent of the appropriate health officials of the County, and no sewage, waste water, trash, garbage or debris shall be permitted to drain into any body of water in or adjacent to said lands. Septic trenches shall be 100' distance from 100 year flood plain, stream, irrigation ditch, water course or impoundment unless a waiver has been provided by the reviewing authority.

10. No permanent dwelling under construction can be used as a residence or dwelling until completely enclosed with roof installed and the sewer system installed in an operating condition.

11. No inoperable or junk cars, junk machinery, inoperable recreation vehicles shall be permitted to remain on the premises. Large vehicles and equipment used in agriculture, mining, trucking or other heavy equipment industries shall not regularly be parked or stored on the premises.

12. No pets or livestock shall be permitted on the premises which constitute a nuisance to others and shall be kept under control at all times and confined to the property owned or occupied by the owners of said animals. Overgrazing of lots is prohibited and each lot owner shall prevent overgrazing of land which would cause dust, erosion, and visual impacts to other lot owners. In no case shall any part of the property be so maintained that the natural or planted vegetative cover is destroyed, except as necessary for the location of utility lines, buildings or for lawns, gardens, and cultivation, or replanting purposes. Only three large animals (horse or cow) shall be permitted per full five (5) acre lot increment and no stallion over two years shall be allowed on the property. Only two large animals shall be permitted on lots less than (5) acres.

13. No activity may be carried on nor allowed to exist upon the property which may be noxious, detrimental, offensive, illegal, or constitute a nuisance to any other parcel owner.

14. Any exterior lighting installed on any parcel shall be indirect or of such controlled focus and intensity as not to disturb the residents of adjacent properties.

15. No building or structure upon any parcel may be permitted to fall into disrepair. Buildings or structures must be kept in good condition, adequately painted or otherwise finished.

16. No commercial business of any nature shall be conducted on property or in any residence constructed thereon. A professional engineer, draftsman, consultant, computer programmer or similar profession or occupation or hobby business are not excluded so long as the business does not generate an inordinate number (more than an average of one per day) of clients visiting or traffic created. Businesses that entail sales or on site service to the public are prohibited. No room or rooms in any single residence may be rented or leased to any person provided, however, that nothing contained herein shall be construed as preventing the renting or leasing of the entire parcel with its improvements as a single family unit to a single family.

17. No further subdivision of subject premises shall be permitted.

18. Blacktail Deer Creek frontages and banks shall not be disturbed or altered without specific approval by the proper jurisdictions over this land.

19. A Wildlife Easement is imposed on lots 13, 14, and 15 which shall consist of a (4') four feet or larger opening, open gate, or low height gate to be constructed west of the Blacktail Deer Creek area upon owners fencing their North and South lot boundaries. The easement fence opening shall only apply at times when owner does not have domestic livestock in the immediate area west of the creek and in no way precludes the owner from pasturing and maintaining livestock or other animals on a periodic or

permanent basis or the full use of their property in the area west of Blacktail Deer Creek. Owners shall construct a cross fence east of the creek in a south to north direction if they wish to prevent wildlife from entering their yard area or if their dog or dogs chase or harass the wildlife. Compliance with this easement will encourage wildlife with safe passage, feed, and a rest area and shall be strictly adhered to.

20. An easement for storm runoff drainage affecting lots 13, 14, and 15 has been installed and located as shown on the subdivision plat. The easement is 30 feet wide, 15 feet each side of the centerline. The easement is to provide drainage for runoff. Grass or other cover crop shall be planted and maintained in the swale. No structures or impediments to flow shall be constructed or permitted within the easement.

21. Noxious Weeds - A Noxious Weed Control Weed Management Plan for subject lands has been submitted to the Beaverhead County Weed Board as required by Beaverhead County. Under Montana State Law, Landowners have a legal responsibility to control noxious weeds on their property. The Noxious Weed Control Management Plan specifies that the developer will control noxious weeds until a lot is sold. Upon purchase, it shall be the Buyer's responsibility to continue the weed management program on his/her/their lands. In addition, lot owners shall control all weeds within the road right of ways and drainage ditches on their property to insure that such noxious weeds, including foxtails do not reach seed maturity, pose a fire hazard, impair drainage, or impact any adjoining property. In the event of default of the Weed Management Plan or failure to control all weeds within the road "right of way" or drainage ditches on an owners lot, the declarant or County Weed Board may initiate control procedures as required and subject lot owners will be responsible for the reasonable or standard cost thereof. Provisions 28 and/or 29 of these covenants will apply in the event of non-payment of remedial cost beyond ninety days.

22. Blacktail Deer Creek Estates IV is situated in a rural area and may be subjected to conditions resulting from agricultural operations on adjacent lands. Such operations include the cultivation, harvesting, and

storage of crops, the raising of livestock, the application of chemicals, the operation of heavy equipment, machinery, and trucks; the application of irrigation water; and other customary agricultural activities. These activities ordinarily and necessarily produce odors, noise, dust, smoke, low flying planes and other conditions that may conflict with the residential property in this development. Normal and necessary resource management activities legally conducted on adjacent lands are an expected aspect of residing in a rural area and shall not be considered as public nuisances.

23. Address signs with four inch high minimum numbers shall be placed by the owners at the driveway entrance to each lot to assist emergency responders.

24. Drainage ditches in the road "right of way" shall not be impacted and all driveways to every lot must contain a minimum 10" culvert of sufficient length to extend a minimum (2) two feet on each side of the driveway. Subject culverts shall be kept free of weeds and debris so as to not impede drainage.

25. Access to lots shall be by Goshawk Lane and no additional access from Blacktail Road or adjacent properties shall be constructed or permitted without approval of the Governing Body of Beaverhead County.

26. Road maintenance is the responsibility of the lot owners. A DECLARATION OF ROAD MAINTENANCE has been recorded by Declarant.

27. Hunting and Discharge of Firearms. Hunting for Big Game; i.e., deer, antelope, elk, etc., shall not be permitted within or from Blacktail Deer Creek Estates IV and subsequent subdivisions of contiguous lands due to the relative close proximity of neighboring individuals, domestic animals, and homes. The discharge of firearms larger than 22 long rifle caliber is not permitted in order to protect the safety of other lot owners, property, all animals; and to maintain a quality of life free of noxious, detrimental, and offensive activities.

28. These covenants and restrictions are to run with the land and be perpetual. Cost associated with enforcing these covenants and restrictions shall be a lien against the property and bear interest at one (1%) percent per month until paid.

29. If the owner of a parcel, or any part thereof, or any person, shall violate any of the covenants or restrictions herein set forth, it shall be lawful for the Declarant or any owner of subject parcels to prosecute proceedings at law or in equity against subject parcel owner or persons either to prevent the violation and/or to recover legal fees, court cost, and damages for such violations. The Governing Body of Beaverhead County is a party to these covenants and may enforce the provisions hereof. Failure by Declarant, Governing Body, or other owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to so thereafter do.

30. All zoning laws, rules and regulations of any government agency having jurisdiction over this land are considered to be a part hereof and enforceable hereunder.

31. All rights, privileges, interests and obligations in favor of or resting upon the owners by reason of this instrument shall inure to the benefit of their successors and assigns.

32. This Declaration may be amended by an instrument signed by not less than 66 2/3% of the lot owners. Any amendment that would materially alter any of the requirements imposed by Montana State, which requirements were made mandatory for the process of final subdivision approval, shall be approved by Montana State prior to amendment. These covenants may not be repealed or amended without the prior written consent of the Governing Body of Beaverhead County. Any amendment must be recorded.

33. Invalidation of any of these restrictive covenants or any provision hereof, shall in no way affect any of the other restrictive covenants or provisions hereof, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration this 1st day of August, 2000.

BLACKTAIL DEER CREEK ESTATES IV

by: Ronald E. Towery, Trustee
Ronald E. Towery, Trustee of Ronald E. Towery and Zora R. Towery Marital Property Trust, Declarant

