

PROTECTIVE COVENANTS

HILDRETH SUBDIVISION NO. 2

1. This tract shall be used only for family residential homes.
2. No buildings shall exceed 40 feet in height or 3 stories in height.

There shall be a front yard having a depth of not less than 25 feet; there shall be a side yard on each side of the building, each yard having a width of not less than 5 feet; and there shall be a rear yard having a depth of not less than 15 feet.

Sidewalks hereafter constructed or replaced within such subdivision shall be constructed flush with the property line and the total width of the sidewalk shall be at least 4 feet.

3. No outside toilets or privies shall be permitted on any tract in this subdivision. All toilet facilities must be a part of the residence or garage and shall be of modern flush type and connected with a proper septic tank system.

4. 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 sewage, waste water, trash, garbage or debris shall be permitted to drain into any body of water in or adjacent to the subdivision.

5. No commercial business or trade shall be carried on upon this tract nor shall anything be done thereon which shall become an annoyance or nuisance in the neighborhood.

6. The said premises shall at all times be kept clean, sightly and in a wholesome condition, and no trash, litter, or junk shall be permitted to remain exposed upon the premissis. No chickens, pigs, goats, cattle, horses or any animal of an offensive nature may be kept on any tract of property either temporarily or permanently. Dogs must be kept confined within individual lots and on leash when outside the confines of the homeowner's lot.

7. These covenants and restrictions are to run with the land and be perpetual.

8. 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.

9. 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.

10. Buyers recognize and take said property subject to all easements of sight and of record and particularly recognize there are reserved easements for power, telephone, water and other utilities.

11. A property owners' association will be formed before any property is sold whereby the association will have common ownership of the water system and the park.

Membership is mandatory for each property buyer and any subsequent buyer.

The reservation of the common property is perpetual.

The association is responsible for liability insurance, local taxes, and the maintenance of recreational and other facilities.

Property owners must pay their prorata share of the cost and the assessment charged by the association can become a lien on the property.

The association may adjust assessments to meet changing needs.