

**DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
OF  
RANCH VIEW ESTATES**

DECLARATION: This declaration made on the date hereinafter set forth, by Phillip Wirth hereinafter referred to as "Declarant";

**WITNESSETH:**

THAT WHEREAS, the Declarant is the owner of certain real property in Lewis & Clark County, Montana, the legal description of which is attached hereto as Ranch View Estates Master Plan and by this reference made a part hereof; and

WHEREAS, the Declarant wish to place restrictions, covenants and conditions upon said real property for the use and benefit of themselves as the present owners, and for the future owners thereof, ensure the use of the property for attractive residential purposes only, to prevent nuisances, to ensure health and happiness, to prevent the impairment of tone and lifestyle of the community, thereby securing to each present and future owner thereof the full benefit and enjoyment of his property, with no greater restriction upon its free and undisturbed use than is necessary to ensure the same advantages to all property owners.

NOW, THEREFORE, the Declarant hereby declare that all real property described herein shall be held, sold, and conveyed subject to the following covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property by providing a reasonably uniform plan for development of the same as desirable residential property. These covenants, conditions and restrictions shall run with said property and the land and shall be binding upon all parties having or acquiring any right, title or interest in the same, or in any part, thereof, and shall inure to the benefit of and be binding upon each successor in interest to the Declarant and each and every owner thereof.

All persons or corporations who now or shall hereafter acquire any interest in and to the herein described real property, or any part thereof, shall take and hold the same, and agree and covenant with the owners of any and all other parts thereof, and with their heirs, successors and assigns, to conform to and observe the following covenants, conditions and restrictions as to the use thereof as to the construction of dwellings and improvements thereon.

2681-1111  
10/8/93

## I. DEFINITIONS

1. **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property.
2. **"Property"** shall mean and refer to that certain real property herein described in Ranch View Estates Master Plan.
3. **"Lot"** shall mean and refer to any plot of land shown upon the recorded subdivision map of the property.
4. **"Declarant"** shall mean and refer to Phil Wirth, his successors and assigns to the property.
5. **"Association"** shall mean and refer to the non-profit organization formed to acquire, preserve and maintain real property, to construct improvements thereon, to manage, maintain and care for Association property and to preserve the architectural control of lots owned by members of the Association and to own or control recreational facilities and common areas contained within the subdivision. The Association is composed of the Declarant and those owners of record, and their successors and assigns, who purchase a tract.

## II. LAND USE:

The herein described property, and each and every separate parcel or lot hereafter created therefrom, shall be used for single family residential purposes only. There shall be no more than one single family dwelling constructed or located on each such parcel or lot. A private garage shall be permitted as is a small utility shed; however, only attached double car garages will be allowed. All garages and outbuildings shall be of similar materials and design as the dwellings.

No drainfield shall be placed or a system installed nor a dwelling constructed prior to the inspection, consent and approval of the Lewis and Clark County Sanitarian.

No noxious, offensive or unlawful activity shall be carried on upon the property or any parcel or lot thereof, nor shall anything be done which endangers the health or safety of, which unreasonably disturbs, or which constitutes a public or private nuisance or an annoyance to any other owner or resident of any lot.

The Association and any other person or entity appointed by the Association and all governmental authorities shall have legal access rights to all roads for police protection, fire protection, garbage service and other services necessary to the maintenance and preservation of Ranch View Estates.

Declarant reserves the right to grant other and further easements to effectuate the purpose of these covenants and also reserve the right to vest the Association with authority to grant any such easements, subject to the plat amending procedures required by the Lewis and Clark County Subdivision Regulations where applicable.

### III. BUILDING TYPE:

All dwellings and outbuildings shall be of good quality, shall be constructed on the site using new materials, shall be of permanent construction, shall be affixed to the land on permanent foundations, and shall be aesthetically compatible with other structures on the property and any lot created therefrom. However, factory fabricated homes which are set on permanent foundations may be located on the property or on any parcel or lot **if first approved in writing by owners of all other parcels or lots subject to this Declaration**, provided that such homes shall also comply with all other provisions hereof. Each dwelling shall have not less than one thousand two hundred (1200) square feet on the main floor measured on the outside perimeter of the tip of the foundation, exclusive of porches, basements and garages. Each dwelling shall include an attached double car garage. No building shall exceed twenty four (24) feet in height except on those lots in Phase II that comprise the northern most tier of lots.

No dwellings commonly know as "mobile homes" or "trailers", whether "single wide" or "double wide" or any other nature, and regardless of whether the same or on wheels or permanent foundations, shall be allowed. No asphalt or metal siding and no metal roofing, shall be used in the construction of any building or outbuilding. All dwellings and outbuildings shall be completely finished on the exterior and interior before the dwelling is occupied as a residence and before human habitation is allowed. No structure of a temporary nature, and no trailers, mobile homes, set together or expanding trailer houses, basements, campers, pickup campers, tents, shacks, barns, garages, or outbuildings shall be used upon the property or any parcel or lot at any times as a residence or for the purpose of human habitation or for camping, either temporarily or permanently. No old buildings, whether intended for use in whole or in part as a residential dwelling, garage, or other outbuilding, shall be moved upon the property or any parcel or lot thereof.

#### IV. BUILDING CONSTRUCTION:

All dwelling units shall be constructed to specifications which meet or exceed equivalent provisions in the Uniform Building Code for this seismic zone.

#### V. DRIVEWAYS

The street curb shall be cut to create a driveway entrance. Driveway entry ramps created by pouring concrete in the street are not allowed.

#### VI. FENCES:

Each property owner may fence his lot; however, all fences shall be well built of good materials and well maintained and repaired so as not to adversely affect the aesthetic value of any adjoining property. No high board fences or high hedges shall be erected or raised near any intersecting roadways and/or driveways in such a manner as to obstruct the view of drivers on the roadways or driveways.

#### VII. LOCATION OF BUILDINGS:

No buildings shall be constructed or located closer than ten (10) feet to any property line. (For purposes of this provision, eaves and steps shall not be considered a part of the building, but a deck shall be so considered.) Exceptions, in regard to the distance between a building and the sideline of any lot, may be made by special agreement of the adjoining property owner who is affected by such closer location.

#### VIII. TRUCKS AND VEHICLES:

No trucks, other than passenger or pickup or utility trucks with a capacity of one ton or less, shall be parked, stored or in any manner kept or placed on the property or on any parcel, lot or road within the above-described property. This restriction shall not, however, be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing services to any portion of the property.

No motor vehicle which cannot be moved under its own power may be left on said property or any lot, other than in a garage, for more than seventy-two (72) hours, or left on any road within said property. Scrap or junk vehicles, or any parts thereof, shall not be placed or stored on said property or on any lot. On-site parking shall be provided by the owner of each parcel or lot for all his automobiles, trucks, trailers or other vehicles.

#### IX. RECREATIONAL VEHICLES USE:

No recreation vehicles, including motorcycles, snowmobiles, all-terrain vehicles, go-carts, dune buggies, or any other types of recreational vehicle, shall be operated or used on the property or on any parcel or lot in any manner which creates a nuisance or annoyance to any owner or resident or in any manner which violates state law. Unoccupied campers, pickup campers, motor homes, boats and boat trailers, snowmobiles and snowmobile trailers, and other recreational vehicles shall be parked in driveways, garages, or carports, and not upon any road.

#### X. SIGNS AND BILLBOARDS

No sign of any kind shall be displayed to the public view on or from the property or any lot except:

1. Signs as may be required for legal proceedings;
2. Residential identification signs of combined total area of two (2) square feet or less for each residence;
3. During the time of construction of any new building or other improvement, job identification signs having a maximum face area of four (4) square feet per sign of the type usually employed by contractors, sub-contractors, and tradesmen; or
4. "For Sale", "For Rent", or "Beware of Dog" signs of customary and reasonable dimensions.

## XI. GARBAGE AND FIRES:

No portion of the property, nor any lot, shall be used or maintained as a dumping ground, nor shall any rubbish, trash, garbage or other waste be allowed to accumulate except in sanitary containers which shall be emptied regular basis. No such receptacles shall be placed close the front property line of any parcel or lot unless the same are constructed so as to be located underground or to be completely screened from sight by a suitable enclosure which does not create any unsightly area or interfere with the surrounding residential development or the beauty of the area. On any garbage collection days, garbage cans may be placed in a location convenient for collection. No trash or rubbish may be burned anywhere on the property, and no open fires shall be allowed for any reason or at any time, except in properly designated and constructed barbecue facilities.

## XII. CHATTEL STORAGE:

No furniture, fixtures, appliances or other goods and chattels, not in active use, shall be located or stored in any building or open area or on any lot in such manner that such material is visible from any road or from neighboring lot.

## XIII. WATER SYSTEM:

Each lot shall be served with two water systems - an irrigation system and a domestic water system. The domestic system shall be connected to the dwelling and the irrigation to a yard hydrant(s). The irrigation system will not supply potable water. Under no circumstances shall the domestic system be used for irrigation. Hose bibs on the outside of the house connected to the domestic water system will not be allowed. Lot owners shall be members of the Water Users Association and be assessed a maintenance fee.

## XIV. SANITARY RESTRICTIONS:

The owner of each portion of the property, and or each lot, shall comply with all laws and regulations relating to water supply, sanitation, sewage disposal, and air pollution. No individual sewage disposal system shall be constructed on any lot unless it is located and constructed in accordance with the requirements, standards and recommendations of the Montana Department of Health and Environmental Sciences and Lewis & Clark City County Health Department which shall be notified and allowed to inspect any sewer system installed on any lot. No outside toilet shall be constructed except in connection with the construction

of a residential dwelling and only for such period as may be reasonably necessary to complete the construction of such dwelling. Any such outdoor toilet must be approved by the Montana Department of Health and Environmental Sciences and the Lewis & Clark City County Health Department.

#### XV. MAINTENANCE OF IMPROVEMENTS AND MAINTENANCE & LANDSCAPING OF LOTS:

The owner of each parcel or lot shall maintain the building or buildings upon each parcel or lot he owns, and all walkways and driveways, in good condition, performing all painting and make all appropriate repairs and replacements as often as the same shall be necessary. Each owner shall complete the landscaping within twelve (12) months of the completion of the dwelling. The following species of trees shall not be planted on the lot: poplar, cottonwood, Chinese elm. Each such owner shall maintain the landscaping upon his lot in good condition removing all noxious weeds, and maintaining the same as shall become necessary. After the natural surface of the ground has been disturbed for road building or other construction, it shall be seeded with grass to control and prevent weed growth. Owners are required to keep grass mowed.

#### XVI. STREETS:

The streets within the subdivision are public roads. The Association shall establish a rural improvement district established for road maintenance and shall dedicate the streets to Lewis & Clark County. Each lot shall be included in the rural improvement district and shall be subject to an assessment.

#### XVII. UTILITIES:

All utilities shall be installed underground in accordance with Lewis & Clark County Subdivision Regulations. Easements ten (10) feet wide on the exterior lot line of each lot are reserved for the installation, maintenance and repair of electric lines, telephone lines, natural gas lines, television cable lines, irrigation and domestic water lines. Any and all surface disturbance to the land resulting from the installation, maintenance or repair of any such lines or utilities shall be timely repaired and the land shall be restored to the natural-appearing condition. All streets and roads shall serve as utility easements.

#### XVIII. NIGHT TIME ILLUMINATION:

Outdoor lights shall be directed downward and not be visible from adjacent lots. Lights for occasional outdoor illumination must be attached to buildings. Free standing light poles will not be permitted unless permission is obtained from all owners of lots then recorded.

#### XIX. ANIMALS AND LIVESTOCK:

No horse, cow, hog, goat, sheep or similar animal shall be kept or maintained on the herein described property or on any parcel or lot created therefrom, nor shall any poultry yard or poultry be maintained thereon. No person owning any portion of said property shall raise animals or pets for sale or commercial purposes thereon. However, the owner of any parcel or lot may keep the usual house pets

which can and must be kept without any continuous or audible disturbance or nuisance to other persons residing in the area. All pets must be kept under control and on their owner's property and not allowed to wander on adjoining properties.

#### XX. WILDLIFE:

In order to maintain the natural environment and semi-rural atmosphere of the premises, there shall be no disturbance in any way of animals or birds which nest, den or live upon the land, except as may be necessary for the protection of life or property or to comply with these restrictive covenants, and except that any such animals, birds, animal nest or dens may be removed insofar as necessary for location of a dwelling house, residence, outbuilding, roadway or utility lines.

#### XXI. RESUBDIVISION OR RESALE:

Any tract purchased from Declarant can be resold without restriction. No subdivision of any lot will be permitted. Minor boundary changes which do not significantly change lot sizes and which are agreeable-to adjacent lot owners will be permitted.

#### XXII. IRRIGATION CANAL

Lot occupants shall not interfere with the operation or maintenance of the Helena Valley Irrigation Canal that borders the subdivision on the south. They shall not enter the canal or damage or destroy the canal or the fence that borders it.

#### XXIII. STATE LANDS FIRE DISPATCH FACILITY

It is located directly north of the subdivision and noise associated with vehicles and aircraft may occur.

#### XXIX. SCHOOLS

Children may not be able to attend the school closest to the subdivision and may be bused to other schools within the district.

#### XXX. WALKWAY/BIKEWAY

Lot owners waive their right to protest the creation of a Rural Improvement District (RID) for the purpose of developing and/or maintaining a walkway/bikeway system that is determined in the RID process to be beneficial to the Ranchview Estates Subdivision.



## XXXI. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. **Membership.** Every person or entity who is a record owner of any lot, which is subject by covenants of record to assessment by association shall be a member of the Association.
2. **Voting Rights.** The Association shall have only one (1) class of voting membership. The members shall be all owners of lots and shall be entitled to one (1) vote for each lot owned. When more than one (1) person owns any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.
3. **Assessments.** The Declarant, for each lot owned by it or within the property, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agree to pay the Association special assessments for the construction, reconstruction, operation and maintenance of roads and other Association property.
4. **The Association may levy in any calendar year, a assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, operation and maintenance of the roads and other Association property, provided that any such assessments shall have the assent of sixty percent (60%) of the votes of the members who are voting in person or by proxy at the meeting duly called for this purpose. The maintenance of all roads and common area shall be the responsibility of the homeowner association. A regular road maintenance schedule and standards for maintenance shall be established and made available for inspection. All roads shall be maintained in conformance with the schedule and standards established.**
5. **Written notice of any meeting called for the purpose of taking any action authorized by paragraph 1, shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.**
6. **Assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum, plus a reasonable attorney's fee may be assessed should an attorney be retained for the collection of said assessment. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose its lien against such property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the roads or other Association property or by abandonment of his lot.**

7. The assessments, together with such interest thereon, and cost of collection thereof as herein provided, shall be a charge on the property and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as herein provided shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due.
8. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgag. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the liability for any assessments the becoming due or from the lien thereon. The liens herein created shall be deemed to be mechanic's or materialmen's liens as the same are defined by the laws of the State of Montana, and shall be impressed and enforced in accordance with the applicable state law concerning the same and any person buying any property herein, thereby waives any right to contest the same if said lien is impressed or enforced according to the provisions of these covenants.
9. The Homeowners Association shall be responsible for all weed control in the common areas. All weed control in the subdivision shall be pursuant to the rules and regulations of the Lewis & Clark Weed Control Board.
10. The Homeowners Association shall be responsible for maintaining architectural control of the properties and buildings constructed on all lots contained in the subdivision. To facilitate said architectural control The Board of Directors of the Homeowners Association shall create a "Design Review Committee" or architectural Control Committee who shall maintain architectural control pursuant to Article XXII below.

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ARTICLE XXXI  
ARCHITECTURAL CONTROL

**SECTION 1.** No residential or other structure and no fence, wall, garage, out building or other structure, nor wire, pipe, septic tank, walkway, hedge, driveway, antenna, or exterior ornament of any kind, or any addition, alteration or remodeling thereof shall be made, erected, altered, placed or permitted to remain upon the properties until plans and specifications showing the nature, kind, height, materials and location of the same shall have been submitted to a Design Review Committee consisting of three members appointed by the Board of Directors of the Homeowners Association and approved in writing by the Committee as to harmony of external design, location in relation to surrounding structures and topography, and the construction and the materials to be used in the construction. At least two of the three committee members shall be members of the Homeowners Association and it is suggested that one of the members have professional qualifications in the area of architecture, design or land planning. In the event the Design Review Committee fails to approve or disapprove such design, location, construction, and materials within thirty (30) days after the detailed plans and specifications have been submitted to it, approval shall not be required and this article will be deemed to have been fully complied with. Any plans, specifications and proposals so approved, either expressly in writing or by the expiration of the thirty day period hereinabove provided, shall then permit the owner to commence construction in accordance with said plan, but any deviation from said plan which in the judgement of said Committee is a substantial detriment to the appearance of the structure or of the surrounding area shall be corrected to conform with the plan as submitted. Any structure to be erected in accordance with approval so given must be erected and completed within twenty months of approval or new approval obtained. If any structure is begun and is not completed eighteen months of the commencement of construction, and in the judgement of the Design Review Committee is of offensive or unsightly appearance, the said committee or the Directors of the Homeowners Association at the option of either may take such action as may be necessary in its judgement to improve the appearance so as to make the property harmonious with other properties, including completion of the exterior of the structure, screening or covering of the structure or any combination thereof, or in similar operations, and the amount of any expenditures made in so doing shall be a lien on the property and may be enforceable by an action at law. The Design Review Committee may act by a majority of its members and any authorization or approval made by the Committee must be signed by a majority of the members thereof.

**Section 2.** Neither the Association, the Design Review Committee, nor the individual members thereof, may be held liable by any person for any damages for any committee action taken pursuant to these covenants, including, but not by way of limitation, damage which may result from correction, amendment, changes or rejection of plans, the issuance of building permits or any delays associated with such action on the part of the Committee.

**Section 3. Variances.** The Design Review Committee may, after notice to the members of the Association and hearing, conditionally approve, deny or approve a request to modify the Minimum Building and Use restrictions imposed by Articles II, III, IV, and V, according to the following procedure where such approval would not be contrary to the intent of the Article and does not require the consent of other parties:

(a). **Applications.** Applications for modifications shall be delivered to each of the members of the Design Review Committee, either in person or by certified mail. The application shall be accompanied by a fee in an amount sufficient to provide for mailing notice to the membership as provided in (b) below. The Design Review Committee shall cause to be made such investigation of facts bearing on the application as will provide necessary information to assure that the action on each such application is consistent with the intent and a purpose of these Covenants.

(b). **Notice of Hearing.** Notice of hearing on the application for modifications shall be mailed to each member of the Association by the Design Review Committee at least fifteen (15) days prior to the date set for hearing, and shall be accompanied by a copy of the application for modification. The hearing shall be at the appointed time and place, testimony may be taken by the Design Review Committee from persons affected by the modifications and any experts called by either applicant or a member opposed to modification for the purpose of aiding the Design Review Committee in their deliberations.

(c). **Rules for Approval.** After hearing and prior to approval of any such application for modification, the Design Review Committee shall designate such conditions as will secure substantial compliance with these Covenants from the applicant and shall find as follows:

- (i). Such modifications will not be inconsistent with the intent and purpose of these Covenants and the general plan of the subdivision.
- (ii). That strict compliance with the provisions of Articles II, III, IV and V would create unnecessary hardship or unreasonable situations on a particular property due to unusual or extreme topography, unusual shape of the property, or the prevalence of similar conditions in the immediate vicinity of the property.
- (iii). That such modifications will have minimal adverse effect on abutting properties or the permitted uses thereof.
- (iv.) That the applicant has agreed in writing to be bound by the conditions imposed by the Design Review Committee for granting such modification and has posted a performance bond in an amount sufficient to insure compliance with the conditions imposed by the Design Review Committee.

(d). **Appeal from the Design Review Committee's Decision.** An appeal from the Design Review Committee's decision to the membership of the Homeowners Association may be made by either the applicant or any member of the Association opposing modification. Notice of Appeal shall be in writing and shall be delivered to the President of the Homeowners Association or a member of the Board within fifteen days after action of the decision of the Design Review Committee is rendered. Thereafter, the President of the Board of Directors shall call a special meeting of the membership pursuant to the requirements of the By-Laws of the Homeowners Association governing special meetings. A quorum for purposes of a special meeting to hear an appeal from the Design Review Committee's decision shall be members representing three quarters (3/4) of all the votes of members, who must be present in person or by written proxy. If a quorum is present the proponents and opponents shall then present their respective cases to the membership. If a quorum is not present the meeting

shall be adjourned and the decision of the Design Review Committee shall stand. An affirmative vote of three quarters (3/4) of the members present and constituting a quorum shall be required to reverse the action taken by the Design Review Committee.

#### ARTICLE XXXII DURATION

The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the owner of any lot, parcel, or portion of the property subject to this Declaration, and by his respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically renewed for successive periods of the (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by all owners of the parcels or lots as then recorded, and thereafter by owners of seventy five percent (75%) of the parcels or lots as recorded. Any amendments to be effective must be properly recorded. Articles IV, XV, XVI, XVII, XIX, XXI, XXII, XXIII, XXIV, and XXXI not revocable or alterable without the expressed written consent of the Board of County Commissioners of Lewis & Clark County.

#### ARTICLE XXXIII ENFORCEMENT

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages; and failure by any owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant, every owner of any lot or parcel, and every person having any right, title or interest in any portion of the above-described real property, shall have the right to enforce these covenants and restrictions.

#### ARTICLE XXXIV ATTORNEY'S FEES

In any action brought by any Declarant or owner to enforce the provisions hereof, the prevailing party shall be entitled to reasonable attorney's fee and costs as fixed by the Court.

#### ARTICLE XXXV SEVERABILITY

Invalidation of any one of these covenants, or restrictions by judgement or court order shall in no way effect any other provisions which shall remain in full force and effect.

ARTICLE XXXVI  
HOLD HARMLESS CLAUSE

The Declarant shall impose on the property an irrevocable restrictive covenant, binding himself, his heirs, successors and assigns, and all future owners of property within the subdivision; and, agreeing therein to hold Lewis and Clark County harmless and indemnify Lewis and Clark County from all claims, demands, obligations, suits, causes of action, damages, and liability, including the County's costs and attorney's fees, arising in any manner whatsoever out of, or relating to, the existence, used operation, repair, and/or maintenance of the following:

- A. Helena Valley irrigation canal;
- B. Operations of the Department of State Lands fire dispatch facility.

IN WITNESS WHEREOF, the undersigned Declarant have hereunto set their hands and seal on 10/8, 1993.

DECLARANT

Philip R. Wirth  
Philip R. Wirth

STATE OF MONTANA

County of Lewis & Clark )

On this 8<sup>th</sup> day of October, 1993 before me, the undersigned, a Notary Public for the State of Montana, personally appeared, Philip R. Wirth, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notarial seal the day and year first above written.

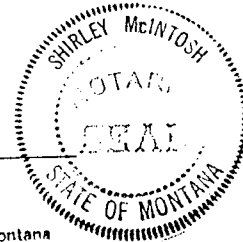
*Shirley McIntosh*

Notary Public for the State of Montana

Residing at \_\_\_\_\_ NOTARY PUBLIC for the State of Montana

Residing at Helena, Montana

My Commission Expires My Commission Expires May 2, 1996



(NOTARIAL SEAL)

Ranch View Estates Covenants - Page 15 of 15

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PAULETTE DEHART  
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LEWIS & CLARK CO., MONT.

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*Shirley McIntosh*  
9000

RESTRICTIVE COVENANTS FOR RANCHVIEW MINOR SUBDIVISION

WHEREAS, the undersigned, Philip R. Wirth of Wolf Creek, Montana, and Greg C. Brown of Iowa, are filing a plat of certain lands in Lewis and Clark County, Montana, known as the Ranchview Minor Subdivision, with the Lewis and Clark County Clerk and Recorder for recordation; and

WHEREAS, the undersigned are the owners of all the lots in said tract and desire to place restrictions upon said lots for the use and benefit of themselves as present owners and for the future owners thereof, and for the benefit of the general public interest.

NOW, THEREFORE, these covenants and conditions are made to apply to said subdivision, a tract of land located in the NW 1/4 of Section 17, T11N, R3W, M.P.M., Lewis and Clark County, Montana, and containing 186.62 acres.

All persons or corporations who now or shall hereafter acquire any interest in and to any of the above described property, shall be taken and held to agree and covenant with all other owners of the lots in said tract and with their heirs, successors and assigns, to conform to and observe the following restrictive covenants as to the use thereof.

These restrictive covenants and conditions are designed to provide a uniform plan for the development of the whole of said tract, protect the natural environment, and promote public health and safety.

The following restrictive covenants are revocable or alterable only with the consent of the Board of County Commissioners of Lewis and Clark County.

1. Each lot owner hereby waives the right to protest the creation of an RID for the purpose of improving and/or maintaining North Montana Avenue.
2. Any additional utility lines shall be installed underground.
3. All new dwelling units within the subdivision shall be constructed to meet or exceed equivalent provisions of the Uniform Building Code for this seismic zone.
4. Any act which damages the irrigation ditch, interferes with its operation or maintenance in any way, or restricts access to the ditch so as to interfere with its maintenance, is expressly prohibited.
5. With respect to the Helena Valley Irrigation Canal, the undersigned, their heirs, successors, and assigns and all future owners of property with the subdivision agree to hold Lewis and Clark County harmless and indemnify Lewis and Clark County from all claims, demands, obligations, suits, causes of action, damages, and liability, including the county's costs and attorney's fees, arising in any manner whatsoever out of or relating to, the existence, use, operation, repair, and/or maintenance thereof.

Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

10/8/03  
M14-7894



Dated at as 30 day of September, 1993.

Philip R. Wirth

Philip R. Wirth



SUBSCRIBED AND SWORN TO before me  
this 30<sup>th</sup> day of September, 1993.

Shirley McIntosh

Notary Public for the State of Montana

Residing at Heber, Montana

My Commission Expires 5-2-96

Greg C. Brown  
Greg C. Brown

SUBSCRIBED AND SWORN TO before me  
this 6<sup>th</sup> day of October, 1993.

Bruce

Notary Public for the State of Iowa

Residing at Le Mars, Iowa

My Commission Expires 8-29-94

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PAULETTE DEHART  
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Shirley McIntosh

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