

157536 Fee: \$ 42.00 Bk 110 Pg 470
BROADWATER COUNTY Recorded 12/20/2007 AT 09:15 AM
Rhonda Nelson, Clk & Rcdr By *Ant. Rauser*
Return to: CLARK RANCH LLC 338 COTTONWOOD ROAD
TOWNSEND MT 59644

**COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE SAVANE ESTATES SUBDIVISION
PROPERTY OWNER'S ASSOCIATION**

1. Property Owners Association: Savane Estates Subdivision is a planned development for residential family living only, and it is the intent of the owners to provide a reasonable uniform plan for this purpose. To this end, the lot owners shall cause to be formed a home owners association known as Savane Estates Subdivision Property Owner's Association, in which each grantee of lots in Savane Estates Subdivision, by the acceptance of title thereto does hereby agree to become, and shall be, a member.

Membership in the association shall include all, and only all, of the purchasers or owners of lots in Savane Estates Subdivision, Section 9, Township 7 North, Range 2 East, Broadwater County, Montana.

Savane Estates Subdivision Property Owner's Association shall be formed for the purpose of engaging in any lawful services, activities or furnishings as the member's association shall from time to time arrange or provide for, and to transact any such other business for the benefit of the subdivision as may be permitted by law.

The association and each of its members shall be empowered to enforce of all of the restrictions, covenants and conditions herein including but not limited to the maintenance, preservation and improvements of such property and to keep and maintain Savane Estates Subdivision and every part thereof in a clean and sanitary condition including the removal of weeds and rubbish on vacant property and streets. Grantees, purchasers and/or owners of the lots herein above described agree to pay dues or assessments to the association as members including charges for water, annual roadway maintenance, upgrades and snow removal, maintenance of any common area as shown on plat of the subdivision and for any other assessments for any legitimate purpose imposed by the association. These amounts must be fixed by enactment of the association and may be changed by the association

from time to time as deemed necessary. Any member of the association who is not current in dues or assessments shall lose their voting privileges until brought current.

It is understood and agreed that each grantee, purchaser or owner of a lot in Savane Estates Subdivision shall be entitled to one (1) vote per lot at all elections and on all other matters that may come before a meeting of the members, subject to the provision that if any member of such association shall be the purchaser or owner of more than one lot, then he shall be entitled to as many votes as there are lots purchased or owned by him.

All matters before the association shall be governed by a majority vote of all lot owners. Notice of all meetings of the association must be given to all members ten (10) days in advance of the meeting stating the date, time and place of the same. A quorum of two-thirds of the association members needs to be present to vote on matters not in the normal course of day to day business. The association shall pass internal operating rules and elect board members or officers who shall transact the day to day affairs of the association.

The initial sole owner, John Clark, shall be entitled to one vote per lot owned but shall not have the burdens for any such dues and/or assessments of such membership interests with respect to the unsold lots in the subdivision.

2. Dwellings: Only single family dwellings may be constructed and only one (1) such dwelling shall be constructed on each numbered lot as said lots appear on any official plat of said lands or any part thereof. All dwellings shall be of good quality, permanent type construction, affixed to the realty, and aesthetically compatible with the other structures in the sub-division. Minimum appraised value for each dwelling must be \$150,000. All single family dwelling shall have a minimum floor space of 1200 square feet. The 1200 square feet must be above grade and is excluding basements, garages, carports and porches.

The roofs shall be covered with shake, tiles or shingles and no rolled roofing shall be allowed. The roof shall have a minimum of 4/12 pitch and overhangs shall be a minimum of 10 inches. Exterior siding shall consist of wood, wood look-alike, or wood products, brick, stone or stucco. All construction must be completed within one year.

Exterior colors of the structures shall be earth tones, pastels, white or wood colors. No bright or shiny colors on exterior siding shall be allowed. (Ex. Bright orange, royal blues, pink, purples, and like bright colors are not allowed.) All outbuildings shall be of good quality, permanent-type construction and aesthetically compatible with the whole subdivision. A fire protective "defensible

space" must be maintained around all structures, including fire-resistant landscaping, fire-resistant construction features and vegetation management. All buildings must be constructed with fire resistant roof coverage (Class A).

3. Temporary Structures and Reservation of Space by Owner: No structure of a temporary character may be constructed, placed or used on any lot at any time as a residence or otherwise, except that unoccupied travel trailers and campers which are not unsightly may be stored on the premises when not in use. No old buildings shall be moved onto said lots. The owners reserve the right to use certain lots for utility structures.

4. Location of Buildings: No buildings shall be constructed nearer than twenty-five (25) feet on the side lot lines of the property, and no closer than twenty-five (25) feet on the side lot lines of the property, and no closer than twenty-five (25) feet from the front property lines.

5. Excavation Sewer Wells Water Systems and Road Construction: All Buildings and/or site excavation, sewer, wells, water systems and road construction work must be installed in conformity with the systems in the subdivision. This condition may not be changed or amended by majority vote of the association members. All utilities must be buried.

Each lot must have its own well, excepting lots on water systems, and agreements for one well serving more than one lot approved by the initial sole owners. This covenant may be altered in only the initial owners' discretion.

6. Subdivision: No lot shall be further subdivided.

7. Fencing: Property owners may fence their respective lots excepting that all fences must be well built of good materials and must be properly maintained so as not to adversely affect the aesthetic value of any property. No lot owner shall completely fence the perimeter of their property in such manner as to completely restrict the natural movement of wildlife.

8. Commercial Enterprise: No manufacturing, commercial, industrial, or mining enterprise of any type except a home based business shall be carried on, upon, in, or in connection with, the lots in the subdivision. Hobbies may be pursued including but not limited to, dogs, cats, and other household pets, repair of personal cars or other machines, and to other recreational endeavors provided such activities are pursued in a suitable enclosure and do not constitute a nuisance or become aesthetically or otherwise obnoxious to any other lot owners of said subdivision.

9. Animals: A total of two animals, including horses cattle or sheep, may be kept or maintained on any of the lots. No hogs, goats, chickens shall be allowed within the subdivision. No animals shall be raised for commercial purposes. Sales of animals are permitted only as related to hobbies permitted herein and directly incidental thereto. The owner of each lot may keep the usual

household pets which must be kept without any continuous or audible disturbances or nuisances to the other residents of the area.

10. Abandoned Vehicles: No motor vehicles which cannot be moved under its own power may be left on any lot, other than in a garage, for more than seventy-two (72) hours, nor left on the road(s) in said area at any time. On-site parking shall be provided on every lot for all automobiles, trucks, trailers, etc., kept by any of the owners or their family on any lot. Scrap, junk cars and the like will not be permitted on any lot. Lot owners and their families must have membership approval (majority) to have more than one vehicle per person.

11. Nuisances: No nuisance or noxious, offensive or unlawful activities shall be carried on by lot owners or their family members or invitees or guests.

12. Weeds: Owners of each lot shall control noxious weeds and plants, including within access roads and easements. Re-vegetation shall be completed within six months after any land disturbance.

13. Lawns and water usage: Each lot is limited to 1 acre (43,560 square feet) of well-supplied irrigation property (i.e. lawn, garden, shrubbery and trees), and the irrigated area shall be limited to the area immediately surrounding the home site.

All property owners shall conserve well-supplied water and not unduly waste water through evaporation, runoff or infiltration (e.g. decorative ponds, stream or fountain, etc.). This groundwater use restriction does not restrict short duration and limited recreational uses such as non-leaking swimming pools.

14. Road Maintenance/Storm water: The Association is responsible for the maintenance, repair and snow removal for the roads within the subdivision. Each lot owner must pay one-twentieth (1/20) of the total cost of all road and storm water expenses. Fees shall be collected annually or on an as-needed basis. Each property owner is responsible for construction, maintenance and operation of the storm water drainage structures within their boundaries.

15. Easements: There is hereby reserved, for the purpose of public utilities, a permanent easement as indicated on the plat of the Savane Estates Subdivision together with the right of ingress and egress to install, maintain and remove such utilities as may be required. Access easements are to be controlled and maintained by the lot owners. Emergency access to and from the subdivision is limited to use by lot owners and emergency vehicle only.

16. Additional covenants revocable or alterable only with the consent of the Board of County Commissioners:

- a. Notification of the potential health risk from radon concentrations and that such risk can be evaluated through soil tests and mitigated through radon

abatement techniques incorporated into structures; (Section 76-3-608(3)(a), MCA)

- b. A notification that all dwelling units within the subdivision should be constructed to specifications which meet or exceed equivalent provisions in the applicable state building code for this seismic zone; (Zone 3); (Section 76-3-608(3)(a), MCA)
- c. Any additional, replacement, or relocated utility lines shall be installed underground, in accordance with the County Subdivision Regulations, unless otherwise determined by the utility provided; (Section 76-3-608(3)(a), MCA; Section IV-A-13(b), County Subdivision Regulations)
- d. A "no access" restriction along South Ray Creek Road and Ahern Way, with the exception of the approaches for the internal access roads; Section 76-3-608(3)(a), MCA)
- e. Any exterior lighting shall be directed downward to minimize visibility beyond the property lines; (Section 76-3-608(3)(a), MCA)
- f. A waiver of the right to protest to join a special district for the purpose of providing community water and/or wastewater treatment system improvements and/or maintenance; (Section 76-3-608(3)(a), MCA)
- g. A restrictive covenant, binding the landowner, any heirs, successors and assigns, and all future owners of property within the subdivision, agreeing therein to hold Broadwater County harmless and indemnify Broadwater 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 of the following:
 - i. Earthquake fault zone and any seismic activity;
 - ii. Water availability;
- h. Notification of the presence of agricultural operations in the vicinity; (Section 76-3-608(3)(a), MCA)
- i. Each lot shall be maintained in a clean, attractive, and weed-free manner; Noxious weeds must be pulled, sprayed or cut prior to seed maturity; (Sections 76-3-102(5 and 6), 501(1), and 608(3)(a), MCA; Section IV-A-18, County Subdivision Regulations)
- j. A prohibition of the storage of foods, garbage, or continuous feeding of domestic pets outdoors or other activities that creates an attractive nuisance for wildlife species (hay or alfalfa storage and feeding are not prohibited where livestock are permitted) (Section 76-3-608(3)(a), MCA)
- k. All cats and dogs must be restrained, penned, or otherwise under the control of their owner at all times (Section 76-3-608(3)(a), MCA)
- l. The raising of livestock requires that a small acreage livestock management plan is to be created with the assistance of the County Extension Agent and submitted to the county.
- m. A waiver of right to protest joining a rural improvement or maintenance district for the purpose of road maintenance, mosquito control, or equitably

funding parks and maintenance of parks. (Section 76-3-102(4), 501, 504(7),
and 621, MCA)

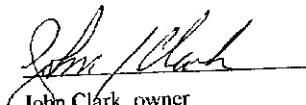
17. Binding Effect/Covenants to Run with the Land: These covenants are to run with the land
and shall be binding upon all parties and all persons claiming under them for a period of thirty (30)
years from the date these covenants are recorded, after which time these covenants will be
automatically extended for successive periods of ten (10) years unless an instrument signed by a
majority [over fifty (50%) percent] of the then owners of the lots has been duly executed and recorded
agreeing to change and covenants in whole or in part.

18. Amendments: These covenants may be amended only by a two-third (2/3) vote of the lot
owners.

19. Enforcement: Enforcement of these covenants shall be by proceeding 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, or both. The prevailing party in any such action shall be entitled to a
reasonable attorney fee.

20. Mutually Exclusive: Invalidation of anyone or part 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.

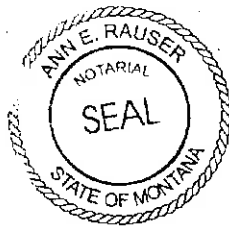
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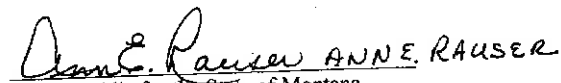

John Clark, owner
STATE OF MONTANA)

:SS.
County of Broadwater)

On this 5 day of Nov, 2007, before me, the undersigned, a Notary Public
for the State of Montana, personally appeared John Clark, known to me to be the person whose name
is subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal
the day and year in this certificate first above written.




Notary Public for the State of Montana
Residing at: Toston
My commission expires: Dec. 16, 2010