

STATE OF MONTANA LINCOLN COUNTY

RECORDED: 12/14/2005 3:35 KOI: COVENANTS

CORAL M. CUMMINGS CLERK AND RECORDER

FEE: \$44.00

BY:

TO: DAVIS SURVEYING, INC. P.O. BOX 896, TROY, MONTANA 59935

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

OF

FATT BOY SUBDIVISION p.m #6661

This Declaration made this 13 day of December, 2005, by the undersigned, hereinafter called the Declarant, states:

I. RECITAL:

Declarant is the owner of real property described in part II and is desirous of subjecting this property to the conditions, covenants, and reservations set forth in part III, all of which is intended for the benefit of the property and for each owner thereof. These conditions, covenants and restrictions shall run with the land and each parcel or lot contained therein and shall apply to and shall bind all successive owners of every parcel or lot.

II. PROPERTY SUBJECT TO THIS DECLARATION :

The real property affected by this declaration is described as follows:

FATT BOY SUBDIVISION, according to the plat thereof on file in the office of the Clerk and Recorder of Lincoln County, Montana.

No other property, other than that described above, shall be subjected to this declaration, unless and until specifically made subject thereto.

III. DECLARATION:

The foregoing described real property is subject to the following set of restrictions, covenants, reservations and conditions to insure the best use, appropriate development, and improvements of each lot and building site; and, further, to protect the owners of building sites against improper use of surrounding building sites as will deprecate, depreciate or otherwise adversely affect the value of their property; to preserve the natural beauty of said property; and, in general, to provide the quality of improvements within the described property and surrounding properties and thereby enhance the value of improvements made by the purchasers of the parcels, lots and building sites:

1. No lot shall be subdivided, and only one (1) single family residence shall be permitted on each lot. The residence, or any structure associated therewith on any lot shall not be located closer than ten (10) feet from any property line. Except the set backs on the West lines of lots 3 and 4 shall be forty (40) feet.
2. No basement, tent, shack, garage, barn, mobile home or other outbuilding shall be erected at any time to be used as a residence.
3. No single family residence shall be allowed to remain with the exterior unfinished or unpainted more than one (1) year from the date of beginning construction. All exterior construction shall be completed within twelve (12) months of its starting date. If metal roofs are installed they must have and be maintained with a dark, non-glare finish.
4. No livestock or any type of fowl shall be permitted on any lot and no animal husbandry activities shall be permitted except dogs, cats, and other household pets, however no pets shall be allowed which cause a noise or disturbance to any neighbor. No commercial activities shall be permitted or allowed to be conducted on any lot or parcel and no gas, oil, mineral, quarry or gravel operation shall be permitted on any lot or parcel.
5. All individual or community water and/or sewage systems shall be designed, installed and maintained in compliance with rules, regulations, and standards established by the Montana Department of Health and Environmental Sciences and the Lincoln County Board of Health.
6. No junk (including non-operable motor vehicles or parts thereof), trash, debris or other forms of solid waste, shall be allowed to accumulate on any lot or parcel but shall be promptly and officially disposed of. All rubbish, trash, garbage and other putrefied forms of waste shall be kept in sanitary containers equipped with tight fitting lids. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
7. Each family residence shall be built to conform to the general esthetics of the area, minimal amounts of vegetation shall be removed for residential development, and all structures and

improvements are to be kept and maintained in a good and sightly condition.

8. No billboards or advertising signs of any character (except "For Sale" signs) and two signs identifying the subdivision (located near the exterior boundary of the subdivision) shall be erected, placed, maintained or permitted on any lot.

Standard address signs shall be allowed.

9. No portion of a tree or any other vegetation will extend to within 20 - 25 feet of the outlet of a stovepipe or chimney.

10. Existing topsoil will be stripped and stockpiled wherever soil is to be disturbed for roads, excavation, grading, etc. Topsoil will be replaced on all disturbed areas. Upon completion of the grading, it will be fertilized and seeded with native or commercial grass. Any offsite topsoil or gravel will be inspected for noxious weeds prior to delivery to the site.

11. Any riverbank improvements will only be made after a permit has been obtained from the appropriate governing body.

12. Roofs of structures will be constructed of, or made to be, fire resistant material and kept free of debris such as pine needles, leaves, moss, etc.

13. A 30 foot perimeter will be kept around structures in which weeds, brush, and other debris capable of rapidly transmitting fire are removed.

14. A minimum setback distance for any development be maintained to a distance of at least 10 feet from any property line.

These restrictions, covenants, reservations, and conditions are to run with the land and shall be binding on all parties owning property within FATT BOY SUBDIVISION, and shall be in effect for a period of ten (10) years from the date hereof, after which time said covenants shall be extended automatically for successive periods of ten (10) years unless a written instrument signed by eighty percent (80%) of the current owners of lots has been recorded to amend this Declaration or any parts thereof.

