

STATE OF MONTANA }
COUNTY OF SILVER BOW } SS 501128

I hereby certify that the within instrument was filed
in my office on the 30 day of

May A. D. 1995 at
31 min past 11 o'clock

and recorded on card 322

of Roll 159 of microfilm records of
Silver Bow County, Montana. Attest my hand and
seal of said County.

BARBARA SULLIVAN, Clerk & Recorder
by Patsy Johnston deputy

24 00 51

DECLARATION OF COVENANTS
(Amended)

BOWEN RANCH SITE DIVISION
P.O. BOX
WHITEHALL, MONTANA 59759

SECTIONS 10-11 AND 15, TOWNSHIP 1 SOUTH, RANGE 5 WEST, M.P.M.,
JEFFERSON COUNTY, MONTANA, AND SILVER BOW COUNTY, MONTANA.

BOWEN RANCH SITE DIVISION, AS THE GRANTOR, HEREBY SUBJECTS
SAID PROPERTY TO THE CONDITIONS, COVENANTS, AND RESTRICTIONS SET
FORTH HEREIN. THESE RESTRICTIONS, CONDITIONS, COVENANTS AND
LIMITATIONS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON
THE PRESENT OWNERS AND ALL SUBSEQUENT GRANTEEES OF ANY PORTION OF
ANY AREA INCLUDED WITHIN THE AFORESAID LEGAL DESCRIPTION.

THE IMMEDIATE GRANTOR AND ALL FUTURE GRANTEEES, THEIR HEIRS
AND ASSIGNS FOREVER, OF ANY PORTION OF SAID PROPERTY, COVENANT
AND AGREE BY THE ACCEPTANCE OF A CONVEYANCE TO FAITHFULLY OBSERVE
AND COMPLY WITH SAID RESTRICTIONS, CONDITIONS, COVENANTS AND
LIMITATIONS.

1. ANY AND ALL ANIMALS KEPT ON THE PROPERTY, MUST BE
FENCED OR CONTAINED WITHIN THE BOUNDARIES OF SAID PROPERTY. PETS
SHALL NOT BE ALLOWED TO RUN AT LARGE, AND SHALL BE IN CONTROL AT
ALL TIMES. NO PROPERTY OWNER SHALL BE PERMITTED TO OPERATE A
COMMERCIAL HOG FARM, A COMMERCIAL FEEDLOT, OR A COMMERCIAL
CHICKEN FARM ON THE PROPERTY.

2. ANY PROPERTY OWNER MUST ASSUME THE BURDEN OF SUPPLYING
AND DEVELOPING WATER AND SEWAGE FACILITIES FOR HIS OWN DOMESTIC
USE. WELLS AND WATER SYSTEMS SHALL BE DRILLED, INSTALLED AND
MAINTAINED AT ALL TIMES IN ACCORDANCE WITH ALL APPLICABLE RULES
AND REGULATIONS OF ANY PUBLIC AGENCY HAVING AUTHORITY OVER SAME.

3. ALL FUTURE GRANTEED CONSENT AND AGREE THAT ANY ROADS
GIVING ACCESS TO THE PROPERTY ARE NOT MAINTAINED BY GRANTOR. ALL
FUTURE GRANTEEES ARE TOTALLY RESPONSIBLE FOR PROVIDING AND
MAINTAINING NON-PUBLIC ROADS. THIS IS TO SAY THAT IF A PURCHASER
WANTS THE ROADS MAINTAINED HE OR SHE MAY DO SO BUT IS NOT
REQUIRED TO DO SO. ALL FUTURE GRANTEEES COVENANT AND AGREE THAT
UNTIL SUCH GRANTEEES HAVE DEVELOPED THE ACCESS TO THEIR INDIVIDUAL
PROPERTY TO COUNTY STANDARDS THAT SAID GRANTEEES WILL NOT PETITION
OR REQUEST ANY ASSISTANCE OR DEVELOPMENT BY THE COUNTY FOR ROAD
IMPROVEMENTS.

4. ALL FUTURE GRANTEES COVENANT AND AGREE THAT THE GRANTOR IS RESERVING A SIXTY-FOOT (60') EASEMENT FOR GENERAL INGRESS AND EGRESS AND A GENERAL EASEMENT FOR PUBLIC UTILITIES ACROSS THE PROPERTY SOLD HEREIN ON ANY EXISTING OR PROPOSED ROAD. PUBLIC UTILITIES WILL FOLLOW ROADS WHERE POSSIBLE. ALL FUTURE GRANTEES COVENANT AND AGREE THAT GRANTOR IS GRANTING SAID GRANTEE AN EASEMENT FOR INGRESS AND EGRESS TO THE PROPERTY SOLD HEREIN OVER AND ACROSS ALL ROADS WHICH GRANTOR HAS THE RIGHT TO TRAVEL TO SAID PROPERTY. THE SIXTY FOOT (60') EASEMENT WILL BE RESERVED ON ALL EXISTING ROADS, AND ON ANY ADDITIONAL EASEMENTS RECORDED, OR PROPOSED, OR RESERVED ON SAID PROPERTY'S CERTIFICATE OF SURVEY, UNLESS STATED OTHERWISE.

5. ALL FUTURE GRANTEES COVENANT AND AGREE NOT TO BUILD, MAINTAIN, OPERATE OR CONSTRUCT, OR IN ANY WAY CAUSE TO BE PLACED WITHIN FIFTY FEET (50') OF THE BOUNDARY LINES OF THE SUBJECT PROPERTY, ANY STRUCTURE (CUSTOMARY BOUNDARY FENCING IS ALLOWED). ALL FUTURE GRANTEES FURTHER COVENANT AND AGREE NOT TO CAUSE ANY CONDITION THAT WILL CAUSE THE ACCUMULATION OR EXISTENCE OF GARBAGE, JUNK OR CONDITION CAUSING A NOXIOUS ODOR ON SUBJECT PROPERTY, INCLUDING, BUT NOT LIMITED TO, INOPERATIVE MOTOR VEHICLES AND SCRAP MATERIALS OF EVERY SORT.

6. ALL FUTURE GRANTEES COVENANT AND AGREE THAT NO GATES, FENCES OR OTHER OBSTRUCTIONS SHALL BE PLACED UPON ANY ACCESS ROAD. THIS RESTRICTION SHALL NOT PREVENT A FUTURE GRANTEE FROM PLACING A GATE ON AN ACCESS ROAD, ON GRANTEE'S PROPERTY, IF THE ROAD TERMINATES ON THAT GRANTEE'S PROPERTY. METAL CATTLE GUARDS WILL BE ALLOWED IF INSTALLED TO COUNTY ROAD REGULATIONS.

7. ALL FUTURE GRANTEES COVENANT AND AGREE THAT ANY CONSTRUCTION OF HOMES, OUTBUILDINGS OR ANY OTHER BUILDINGS MUST BE COMPLETED ON THE EXTERIOR WITHIN EIGHTEEN (18) MONTHS OF THE COMMENCEMENT OF CONSTRUCTION.

8. ALL FUTURE GRANTEES COVENANT AND AGREE THAT MOBILE HOMES MAY NOT BE PLACED ON THE SUBJECT PROPERTY UNLESS THEY ARE MODULAR HOMES, DOUBLE-WIDE MOBILE HOMES, OR WOOD SIDED MOBILE HOMES WITH A MINIMUM OF 950 SQUARE FEET, AND THE MOBILE HOME IS COMPLETELY SKIRTED WITHIN THIRTY (30) DAYS OF ARRIVAL AT SUBJECT PROPERTY. SKIRTING MATERIAL SHALL BE OF NON-REFLECTIVE MATERIALS THE SAME COLOR AS MOBILE HOME, OR A CEDAR COLOR. THIS COVENANT IS NOT INTENDED TO PROHIBIT A PROPERTY OWNER FROM STORING A RECREATIONAL VEHICLE ON THE SUBJECT PROPERTY. A PROPERTY OWNER MAY USE A RECREATIONAL VEHICLE FOR TEMPORARY USE ON THIS PROPERTY SUCH AS DURING HUNTING SEASON, DURING VACATIONS, OR DURING CONSTRUCTION. IN THE CASE OF CONSTRUCTION, TWO (2) YEARS SHALL BE MAXIMUM USE. ALL HOMES REFERRED TO ABOVE MUST BE 1980 OR NEWER.

9. ALL FUTURE GRANTEEES COVENANT AND AGREE THAT NO SIGNS OR ADVERTISEMENTS SHALL BE PLACED ON THE PROPERTY EXCEPT FOR A SIGN DESIGNATING THE OWNER'S NAME, LOT NUMBER AND/OR ADDRESS. THIS RESTRICTION SHALL NOT PRECLUDE ANY FUTURE GRANTEE FROM PLACING A "FOR SALE" SIGN ON THE PROPERTY. THIS RESTRICTION IS INTENDED TO PROHIBIT NO TRESPASSING SIGNS, AMONG OTHERS. (ORANGE GLOW PAINT SERVES AS A NO TRESPASSING SIGN UNDER MONTANA LAW.) BUSINESSES SHALL BE ALLOWED ONLY TO THE EXTENT THAT THEY CAN BE OPERATED OUT OF AN ESTABLISHED RESIDENCE OR GARAGE, AND ARE SECONDARY TO THE RESIDENCE ITSELF (SUCH AS A GUIDE, TAXDIERMIST, MAIL-ORDER SALES, ETC.) IN SUCH CASE, A SIGN OF LESS THAN TEN SQ. FT. SHALL BE ALLOWED FOR IDENTIFICATION PURPOSES.

10. ALL FUTURE GRANTEEES COVENANT AND AGREE THAT GRANTOR WILL ALLOW NO MORE THAT TWO (2) SINGLE-FAMILY RESIDENCES AND ACCOMPANYING OUTBUILDINGS PER EACH TWENTY (20) ACRE OR LARGER LOT. EACH RESIDENCE MAY HAVE A GUEST HOUSE.

11. ANY PROVISIONS HEREIN MAY BE AMENDED OR REVOKED, AND ADDITIONAL PROVISIONS ADDED, AT ANY TIME BY WRITTEN INSTRUMENT DULY SIGNED AND ACKNOWLEDGED BY THE OWNERS OF RECORD OF NOT LESS THAN 60% OF THE PARCELS (THE APPROXIMATE NUMBER OF PARCELS IS TWENTY) LOCATED IN SECTIONS 10-11 AND 15, TOWNSHIP 1 SOUTH, RANGE 5 WEST, M.P.M., JEFFERSON COUNTY, MONTANA, AND SILVER BOW COUNTY, MONTANA.

12. ANY STRUCTURES THAT ARE ON THIS PROJECT AS OF THIS DAY SHALL BE ALLOWED TO REMAIN ON THE PROPERTY.

DATED THIS 17TH DAY OF MAY, 1995

BOWEN RANCH SITE DIVISION

BY: Walter J. Woodland
WALTER J. WOODLAND

Cecil R. Bowen, Jr.
CECIL R. BOWEN, JR.

BY: Patricia M. Woodland
PATRICIA M. WOODLAND

Teodora T. Bowen
TEODORA T. BOWEN

BOWEN RANCH SITE

Cecil R. Bowen, Jr.
CECIL R. BOWEN, JR.

Walter J. Woodland
WALTER J. WOODLAND

Teodora T. Bowen
TEODORA T. BOWEN

Patricia M. Woodland
PATRICIA M. WOODLAND

STATE OF MONTANA)
 : SS.
JEFFERSON COUNTY)

ON THIS 18th DAY OF MAY, 1995, BEFORE ME,
A NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA, PERSONALLY
APPEARED WALTER J. WOODLAND AND PATRICIA M. WOODLAND, AND
CECIL R. BOWEN, JR. AND TEODORA T. BOWEN, TO BE THE PRINCIPALS
THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
THEY EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF BOWEN RANCH
SITES DIVISION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL
THE DAY AND YEAR FIRST ABOVE WRITTEN.

William F. McMillan
NOTARY PUBLIC FOR STATE OF MONTANA
RESIDING AT WHITEHALL, MONTANA
MY COMMISSION EXPIRES: Oct 9 1995

