

REVISED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION, made this 8th day of May A. D. 1978, Docket \_\_\_\_\_  
STAR LAND COMPANY, a Montana corporation, with its principal place of  
business located in Livingston, Montana, hereinafter called Declarant,  
WITNESSETH:

WHEREAS, Declarant is the owner of all lots in the Star Land Subdivision

The South half (S1/2) of the Southwest Quarter (SW1/4) of  
Section 14, of Township 2 South, Range 9 East of the M.P.M.

and desires to place restrictions upon said lots for the use and benefit  
of themselves as present owners and for the future owners thereof.

NOW THEREFORE, this declaration of restrictions and conditions is  
made to apply to the following described property, to-wit:

All of the Star Subdivision, excepting Block Two and Block Five.

All persons or corporations who shall hereafter acquire any interest  
in and to the above property shall be taken and held to agree and covenant  
with the owners of the lots in said subdivision and with their heirs,  
successors and assigns, to conform to and observe the following covenants,  
restrictions and conditions as to the use thereof and as to the construction  
of single and double family dwellings and improvements thereon.

These covenants and restrictions are designed to provide a uniform  
plan for the development of the whole of said subdivision.

A. AA RESTRICTIONS AREA OR RL

1. Land use and building type: No lot shall be used except for  
residential purposes. No building shall be erected, altered, placed or  
permitted to remain on any lot other than the one detached single dwelling  
not to exceed one and one-half stories in height and a private garage for  
not more than two cars.

2. Architectural Control: No building shall be erected, placed or altered on any building site until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing as to the quality of workmanship and materials, harmony of external design with existing and planned structures, and as to the location with respect to topography and finish grade elevation, by an architectural central committee composed of the Board of Directors of Star Land Company, or by a representative designated by a majority of the members of said committee, and the structure to be completed within two years from start of construction. In the event said committee, or its designated representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of said building or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
3. Dwelling Sizes: No dwelling or main residential structure shall be permitted on any building site, the ground floor area of which, exclusive of basements, porches and garages, is less than 900 feet of square foot living area for a one story dwelling nor less than 800 square feet area on the first floor of dwelling of more than one story.
4. Building Location: No building shall be located on any building site less than 25 feet from any side street or side street line. No building shall be located nearer than ten feet from any side or rear lot line, nor nearer than 15 feet to the nearest building. For the purpose

of this covenant, eaves, and open porches shall be considered a part of a building.

5. Lot Area and Width: No dwelling shall be erected or placed on any interior building site or lot having a width of less than 50 feet at the minimum front setback line or placed on any lot or building site having an area of less than 6900 square feet. No sites shall be subdivided for the purpose of creating more lots or streets.

6. Easements: Each of said lots shall be subject to an easement of 10 feet wide on the rear of each lot and a minimum of ten feet wide on the side of each lot, all or more particularly as shown on said plat, for the purpose of construction, maintenance and operation of any and all service facilities, including and without limitation to, water, sewer and gas mains and laterals, telephone, electrical power lines, television cables, drainage lines and all equipment and facilities necessary or incidental to such surface installations, provided however, that this is not to be construed as a grant of use of surface rights for road purposes.

7. Nuisances: No noxious or offensive activity shall be carried on upon any building site nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site at any time for any purpose except contractors temporary tool shed.

9. Signs: No sign of any kind shall be displayed to the public view on any building site except one sign of not more than five square feet advertising the property for sale or rent or such signs used by a builder to advertise the property during the construction and sales period.

10. Oil and Mining Operations: No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operations of

any kind shall be permitted upon or in any building site. No derrick or other structure designated for boring for oil or natural gas shall be erected, maintained or permitted upon any building site.

11. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

12. Garbage and Refuse Disposal: No building site, ditch or creek shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept only in sanitary containers. All equipment for the storage of such material shall be kept in a clean and sanitary condition. No trash, garbage or other waste shall be disposed of by burning on any building site or adjacent lands.

13. Sight Distance at Intersections: For elimination of traffic hazards and to promote traffic safety, no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 5 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of street lines or in the case of rounded property corner from the intersection of property lines extended. The sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of the driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained a sufficient height to prevent obstruction of sight lines.

14. Parking: The owners or owner of each building site shall provide off street parking for their own vehicles. Walkways and sidewalks shall not be used by power vehicles.

15. Fleshman Creek: Property lines abutting Fleshman Creek shall be the centerline of the said creek at its normal flow stage, and a 50-foot wide easement, as shown on the Subdivision Plats of Unit No. 1 and Unit No. 2 on file in the office of the Clerk and Recorder, shall be reserved for creek bank maintenance, stream improvements and rehabilitation. All property owners adjoining the said creek shall keep their respective easement areas free of trash and in a neat and presentable condition, including the removal of debris deposited by the creek either in the streambed or on the banks. No permanent structures of any kind shall be erected or constructed in the said 50-foot easement corridor, including masonry or concrete foundations or patios, however, the use of the area for yard or gardens is permissible and encouraged, and the placing of garden tool sheds and fences, which can readily be moved in the event heavy equipment shall require unrestricted passage through the said corridor, shall be permitted. The granting of this exception is given with the understanding that the respective riparian land owners shall remove such temporary structures at their expense whenever justification for entry of the 50-foot corridor is required, either by State, Federal or Local governing bodies, utility companies and adjoining property owners.

B. A RESIDENTIAL AREA OR R2

Lots 1 thru 22 of Block 9 and lots 12 thru 19 of Block 1 are a part residential area and the following covenants and restrictions shall apply.

1. Land Use and Building Type: No building site shall be used except for residential purposes or for the location of Churches. No building shall be erected, altered, placed or permitted to remain on any building site in this partial residential area except for one detached single family Dwelling, one detached two family Dwelling or a church. Single family dwellings shall not exceed 1 1/2 stories in height and two family dwellings shall not exceed one story in height.

2. Building Lines: No single family dwelling shall be permitted on any building site, the ground floor area of which, exclusive of basement, porch or garage is less than 800 square feet of living area for a one story dwelling, nor less than 700 square feet of living area on the first floor of a single family dwelling of more than one story. No two family dwelling shall be permitted on any building site, the living area of which, exclusive of basement, porch and garage, is less than 1500 square feet of living area.

3. Signs: No sign of any kind shall be displayed to the public view on any building site except one sign of not more than 5 square feet advertising the property for sale or rent and except such signs used by a builder to advertise the property during construction and sale period, and one sign of not more than 25 square feet for each building site on which a church is erected.

4. The residential area covenants are contained in Paragraph A, numbered 2, 4, 5, 6, 7, 8, 10, 11, 12, 13, and 14.

#### C. COMMERCIAL AREA

Block 2 and 5: These blocks are reserved for commercial use.

Off-street parking must be furnished for customers.

#### D. GENERAL PROVISIONS

1. City zoning ordinance #1085, for the purpose of Shopping Center and codes in City Ordinance #1029 and all amendments thereto shall apply where no provision is made herein and the provisions herein shall not conflict with said ordinances.

2. Terms: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10

years unless an instrument in writing, signed by a majority of the then owners of the lots, has been recorded agreeing to the change in said covenants in whole or in part.

3. There shall be no access to cemeteries thru the Star Addition by any roads or streets other than Star Road as shown on General Plat and presently being used.

4. Trees: The owner of each building site shall, upon completion of his or her residence, plant at least one tree.

5. Screening: The back of all lots in Block 3 shall have an approved shrubbery screening along Star Road in lieu of sidewalk and curb.

6. Enforcement: Enforcement 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.

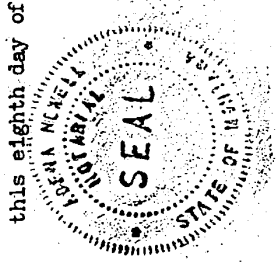
7. Severability: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

8. Property Stakes: All property stakes shall be in place at the time of lot purchase, thereafter lot owner shall be responsible to perpetuate the corners or pay for cost of re-location if lost.

STAR LAND COMPANY, Inc.

By Robert R. Weimer  
Robert R. Weimer  
President

IN WITNESS WHEREOF, the declarant has caused these presents to be executed this eighth day of May, 1978.



9/6/78 Adena Newell

ADENA NEWELL  
NOTARY PUBLIC for the State of Montana  
Residing at Livingston, Montana  
My Commission Expires October 27, 1980

State of Mont. |  
County of Park |  
Filed for record this 6 day of September A.D. 1978, at 10:25  
o'clock A.M. Recorded in Vol. 23, pages 867-973  
Margaret Tronick By \_\_\_\_\_ Deputy  
County Clerk & Recorder

Recording Fee \$ 14.00 Document No. 151673 Return to: Star Land Co.  
Star Shopping Center  
Livingston, Montana

Sub-ser #27