

**BAY ESTATES
PROTECTIVE COVENANTS**

**DECLARATIONS AND CONFIRMATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

It is understood and agreed that this conveyance is made and accepted and the realty is hereby granted, subject to the following covenants, restrictions and reservations. These covenants, conditions, restrictions and reservations shall apply to and run with the conveyed land. All future owners and occupants have the same right to invoke and enforce the covenants, conditions, restrictions and reservations applicable to this conveyance as the original parties.

THE LOTS COVERED UNDER THIS DECLARATION ARE AS FOLLOWS:

Parcels B-1 through B-4, W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 5, T5S, R12W, P.M.M., as shown on Certificate of Survey No. 1450FT, under Recorder's Reception No. 263105, records of Beaverhead County, Montana.

1. The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property and to maintain the desired tone of the community, and thereby to secure each site owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of his or her site than is necessary to insure the same advantages to the other site owners.
2. Should any mortgage, deed of trust or contract for sale be foreclosed or other transfer by judicial process occur on the property to which this instrument refers, then the title acquired by such foreclosure or transfer, and the person or persons who thereby and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions, conditions and covenants set forth in this instrument.
3. All tracts subject to these covenants shall be known as rural residential tracts. Houses shall be of new construction in accordance with modern construction practices that do not detract from the appearance of that property or adjacent property. Mobile homes and modular homes are not permitted. Trailers may be temporarily placed or parked on said tract for periods of time not exceeding six months. Trailers for purposes of this paragraph means recreational vehicles and not mobile homes. Each residence must have not less than 800 square feet of floor space on the main floor measured from the exterior walls. Exterior construction must be completed within one year after commencement of work.
4. Any out buildings shall be of new construction in accordance with modern construction practices that do not detract from the appearance of the property or

- adjacent property.
5. All lots, residences and premises shall at all times be kept clean and in a wholesome condition. No trash, litter or junk shall be permitted to remain exposed upon the premises.
 6. No outside toilets or privies shall be permitted on any tract, except during the period of home construction. All toilet facilities must be a part of their residence and shall be of a modern flush type connected with property septic tank system satisfying all state and local code requirements.
 7. The restrictions set forth in this instrument shall operate as covenants running with the land for the benefit of any and all persons who now may own, or who may hereafter own, property in Bay Estates. Such persons are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them from any violation of such restrictions.
 8. These covenants shall not be repealed or amended without written consent of the majority of landowners. The Board of County Commissioners may enforce the provisions of the covenants if the property owners fail to do so and the county may assess the cost of enforcement to the offending property owner's land.
 9. No lot shall be further subdivided or reduced in size from the lots shown on the official recorded final plat.
 10. Invalidation of any of these restrictive covenants or any provision thereof shall not affect any of the other restrictive covenants or provisions hereof all of which remain in full force and effect.
 11. Not more than one main home shall be constructed on each lot; provided however that each lot may also have one guest house which may not exceed the square footage of the main house.
 12. Each lot owner shall be responsible for the cost of furnishing electricity and power to his property, and each home must be furnished with electricity before it can be occupied.
 13. Each property owner will be responsible for its own water supply.
 14. In any litigation to enforce these covenants and restrictions, the successful party shall be entitled to recover reasonable costs and expenses, including attorney fees, from the unsuccessful party.
 15. Refuse and garbage hauling is the responsibility of the individual homeowners. Garbage cans with lids shall be used exclusively for outdoor storage of garbage.

Garbage shall be hauled off regularly and shall not be allowed to become a nuisance.

16. All dogs and pets shall be confined to the owner's property by appropriate fenced enclosures or other restraints.
17. No activities shall be permitted which would result in the harassment of area wildlife or domestic livestock.
18. Beaverhead County Weed Control. Responsibility for Noxious Weed Management rests with the owner and Road Maintenance Committee, as set forth in the Montana County Weed control Act of 1985, Section 7-22-2116, MCA, Unlawful to Permit Noxious Weeds to Propagate, which states, "It is unlawful to permit any noxious weed to propagate or to go to seed on his land, except that any person who adheres to the noxious weed management program of his district or who has entered into and is in compliance with a noxious weed management agreement is considered to be in compliance with this section.

It is the owner's responsibility to comply with the Revegetation of Rights-of-Way and disturbed Area Act of 1985, Section 7-22-2152, and MCA that states:

- a. "Any state agency or local government unit approving a mine, major facility, transmission line, solid waste facility, highway, subdivision, or any other development resulting in significant disturbance of land within a district shall notify the board."
- b. "Whenever any person or agency disturbs vegetation on an easement or right-of-way within a district by construction of a road, irrigation or drainage ditch, pipeline, transmission line, or other development, the board shall require that the disturbed areas be seeded, planted or otherwise managed to reestablish a cover of beneficial plants."
- c.
 - 1) "The person or agency disturbing the land shall submit to the board a written plan specifying the methods to be used to accomplish revegetation. The plan must describe the time and method of seeding, fertilization practices, recommended plant species, is of weed free seed, and the weed management procedures to be used."
 - 2) "The plan is subject to approval by the board, which may require revisions to bring the revegetation plan into compliance with the district weed management plan. Upon approval by the board, the revegetation plan must be signed by the chairman of the board and the person or agency responsible for the disturbance and constitutes a binding agreement between the board and such persons or agency."

19. All fences on the subdivision shall be of a type to allow for natural wildlife migration and movement. Page wire fences and all similar restraints shall not be used in the subdivision.
20. No large animals or livestock shall be permitted on a permanent basis. Each property owner may keep horses on the property for period not to exceed two weeks per year for recreation purposes; provided however that such horses may not over graze the property. There shall be no commercial breeding or raising of pets of any type on the property.
21. All lot owners shall be jointly responsible for the maintenance of roads. Annual assessments will be assessed for such purposes.

Aaron Bay
Aaron Bay

State of Montana)
 Missoula ss.
County of ~~Beaverhead~~)

On this 18 day of June, 2007, before me, a Notary Public for the state of Montana, personally appeared Aaron Bay, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Rayui Lenz
Notary Public for the State of Montana
Residing at Missoula
My Commission Expires 7/31/2007