

**DECLARATION OF  
PROTECTIVE COVENANTS FOR  
US RANCH ESTATES OF MONTANA MAJOR SUBDIVISION**

This declaration is made this 27<sup>th</sup> day of August, 1998, by Jerry Welborn, an individual.

**I. PURPOSE OF COVENANTS**

1.1 It is the intention of Jerry Welborn expressed by his execution of this instrument, that the property within US Ranch Estates of Montana Major Subdivision situated in the unincorporated area of Dillon, Beaverhead County, State of Montana, the plat with relation to which is recorded in the office of the County Recorder of Beaverhead County, Montana (hereinafter designated the "Subdivision"), be developed and maintained as a highly desirable rural residential area. It is the purpose of these covenants that the present natural beauty, view and surroundings of the subdivision shall always be protected insofar as is possible in connection with the uses and structures permitted by this instrument. However Jerry Welborn acknowledges that the Subdivision is situated in a rural area and may be subjected to conditions resulting from commercial, agricultural, silvicultural, and mining operations and adjacent lands. Such operations include the cultivation, harvesting, and storage of crops and timber, and livestock raising; the application of chemicals, operation of heavy machinery and trucks, application of irrigation water, and other customary agricultural and silvicultural activities; and minerals' exploration and mining, including the operation of heavy machinery and trucks, all as conducted in accordance with federal and state laws. These activities may produce odors, noise, dust, smoke, and other conditions that may conflict with residential properties

**II. DEFINITIONS**

2.1 Declarant: "Declarant" means Jerry Welborn, together with his successors and assigns.

2.2 Property: "Property" means that certain real property located in Beaverhead County, Montana, described in Exhibit A attached to hereto.

2.3 Building: "Building" means any building constructed on this property.

2.4 Lot: "Lot" shall mean any parcel of property shown as a separate numbered lot on the recorded Plat of the Subdivision.

2.5 Subdivision: "Subdivision" shall mean US Ranch Estates of Montana Major Subdivision according to the Plat thereof recorded in the records of Beaverhead County.

2.6 Plat: "Plat" shall mean the Plat of the Subdivision as recorded in the office of the County Recorder of Beaverhead County, Montana.

### **III. US RANCH ESTATES OF MONTANA MAJOR SUBDIVISION**

3.1 General Purposes and Powers: US Ranch Estates of Montana Major Subdivision (the "Association") has been formed and incorporated as a Montana nonprofit corporation to be constituted and to perform functions as provided in this Declaration and to further the common interests of all owners of property which may be subject, in whole or in part, to any of all of the provisions, covenants, conditions and restrictions contained in this Declaration.

3.2 Membership in US Ranch Estates of Montana Major Subdivision: All persons who own or acquire the title in fee to any of the lots in the subdivision by whatever means acquired, shall automatically become members of the Association, in accordance with the Articles of Incorporation of said Association as presently in effect and filed in the office of the Secretary of State of Montana, and as the same may be duly amended from time to time and also filed in the office of the Secretary of State of Montana.

3.3 Governing Board of the Association: The Governing Board of the Association shall be made up of one representative from each phase of the Subdivision. Each representative shall be appointed (elected) by the members of their respective areas. All Board Members shall be members of the Association.

### **IV. GENERAL RESTRICTIONS ON ALL PROPERTY**

4.1 Zoning Regulations: No lands within the Subdivision shall ever be occupied or used by or for any building or purpose or in any manner which is contrary to the Beaverhead County regulations applicable thereto validly in force from time to time/.

4.2 No mining, Drilling or Quarrying: No mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth shall ever be permitted on the surface of the Property without the written approval of the

4.3 No Re-subdivision: No lot shall be re-subdivided into less than five acre parcels unless provisions are made upon the time of sale.

4.4 Underground Utility Lines: All water except those used for irrigation, gas, electrical, telephone and television cable, other electronic pipes and lines and all other utility lines within the limits of the Property must be buried underground and may not be exposed above the surface of the ground without the express written permission of the Governing Board.

4.5 Maintenance of Property: All Lots and all improvements on any Lot shall be kept and maintained by the owner thereof in clean, safe, attractive and sightly condition and in good repair.

a. All noxious weeds will be controlled by such methods as clipping, chopping or spraying.

b. Rodents and pests will be controlled on all Lots and will not be allowed to multiply to the extent of becoming a hazard or an unsightly nuisance to adjoining Lots.

4.6 No Noxious or Offensive Activity: No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done or place on any Lot which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

4.7 No Hazardous Activities: No activities shall be conducted on any Lot and no improvements constructed on any Lot which are or might be unsafe or hazardous to any person or property.

4.8 Septic Tanks: Septic Tanks shall be permitted on any Lot. Such system shall be installed only after approval by all governmental health authorities having jurisdiction.

4.9 Building Restrictions: Modular homes with a shingled roof will be acceptable. However, all residential buildings will be of frame nature.

4.10 A-Frame Structures: A-Frames and modifications of A-frames will be allowed after review of the Governing Board.

4.11 Height Limits: No residence structure and no other structure or aboveground improvement on a Lot shall rise more than 25 feet, measured in either case from the average grade level adjoining the structure.



4.12 Nonresident Owners: Nonresident owners may not stable or pasture horses or any other animals unless adequate care and feeding arrangements are made.

4.13 No Unsightliness: No unsightliness shall be permitted upon any Lot. Without limiting the generality of the foregoing:

a. No vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned upon any of the Property unless in an approved building or garage;

b. Refuse, garbage and trash shall be placed and kept at all times in a covered container, and such container shall be kept within an enclosed structure or appropriately screened from view.

## V. RESTRICTIONS ON LOTS

5.1 Maintenance of Animals: A reasonable number of generally recognized house or yard pets and horses shall be allowed to be maintained on any Lot subject to the following provisions:

a. *Dogs*: All dogs will be required to remain on a leash at all times when they are not constrained within the house or within a run or within the property.

b. *Horses*: Not more than 5 adult horses may be stabled, pastured or otherwise maintained per Lot. Horses must be kept in appropriate areas by means of stock guard or fence. A foal by definition is an adult horse at six months of age. Owners are to prevent overgrazing and trampling of areas surrounding residences.

c. *All Other Animals*: The maintenance of all other animals will be up to the discretion of the governing board.

\* 5.2 Use of Temporary Structures: Temporary Structures, house trailers, mobile homes, campers, etc. shall be permitted during the construction period but not to exceed 6 months unless otherwise approval by the governing board.

6.1 The Association shall be a Montana, Nonprofit Corporation and shall have all of the rights and powers conferred upon such an Association by law, by these Covenants and its Articles of Incorporation and By-Laws. In addition, the Association shall have the right and power to:

- a. Levy such annual or special Assessments as may be deemed necessary for the proper management of the Association. Such assessments may include sums for taxes, insurance, maintenance, repair, replacement, and such other activities reasonably necessary for the proper functioning of the Association with approval of 2/3 of its members.
- b. Adopt and enforce such reasonable Rules and Regulations as may be required to effectuate the purposes of these Covenants and the Association's By-Laws with approval of 2/3 of its members.
- c. Enforce the Covenants and the By-Laws, Rules and Regulations of the Association. The Homeowners Association must pursue legal action to enforce the Covenants and Restrictions.
- d. Construct, maintain, repair, or replace improvements as set forth in the subdivision plat and make such reasonable annual or special assessments as may be required for such actions with approval of 2/3 of its members.
- e. Set up such reserves for capital expenditures as the Association may deem prudent with approval of 2/3 of its members.
- f. Be governed by a Board of Directors of Trustees who shall exercise all powers of the Association, except those reserved to the members.

6.2 Severability: Invalidity or unenforceability of any provision of this Declaration or any Supplemental or Amended Declaration in whole or in part shall not affect the validity or enforceability of any other provision of this Declaration.

6.3 Captions: The captions and headings in this instrument are for convenience only and shall not be considered in construing any provision, restriction, covenant or condition in this Declaration.

6.4 No Wavier Failure to enforce any provision, restriction, covenant or condition in this Declaration or in any Supplemental or Amended Declaration shall not operate as a wavier of any such provision, restriction, covenant or condition or of any other provision, restriction, covenant or condition.

EXECUTED the day and year first above written

US Ranch Estates of Montana Major Subdivision

BY: Jerry Welborn  
Jerry Welborn

STATE OF MONTANA )

ISS.

COUNTY OF BEAVERHEAD)

NOTARY PUBLIC for the state of Montana  
Residing at Dillon, Montana  
My Commission Expires May 31, 1999

Pattie L. Thompson

