

**RESTRICTIVE COVENANTS**

**WARM SPRINGS RANCH**

WHEREAS, the undersigned, Robert J. Purnell, is disposing of certain lands in Jefferson County, Montana, known as the Warm Springs Ranch; and

WHEREAS, the said owner of said property desires to place restrictions upon the tracts for the use and benefit of himself as the present owner and for all future owners thereof; and

WHEREAS, the purpose of these restrictions, conditions and reservations is to insure the use of the property for attractive residential purposes or agricultural use only, to prevent the impairment of the attractiveness of the property, to maintain the tone of the community and thereby to secure to each lot owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his lot than is necessary to insure the same advantages to all lot owners;

NOW, THEREFORE, this Declaration of Restrictions and Conditions is made to apply to the following described property situate, lying and being in Jefferson County, Montana, and more particularly described as follows, to wit:

See Exhibit A attached hereto and incorporated herein as if set forth at this place.

All persons or corporations who now or shall hereafter acquire any interest in and to the above described property, shall take and hold the same and agree and covenant with the owners of said tracts in said Warm Springs Ranch, and with their heirs, successors and assigns, to conform and observe the following covenants, restrictions and conditions as to the use thereof and as to the construction of single family dwellings and improvements thereon.

These covenants and restrictions are designed to provide a uniform plan for the development of said entire area above described.

1. Only single family dwellings may be constructed and only one such dwelling shall be constructed on each ten (10) acre tract or on each numbered lot as said lots appear on a plat of any subdivision, when the same is officially platted and filed by the County Clerk & Recorder, together with not more than two (2) outbuildings, to consist of a garage and a barn, if the garage is not attached to the house, constructed of a similar material and design as the house. Each such dwelling shall have not less than one thousand two hundred (1200) square feet of living space exclusive of porches and garages.

**Building Type.** All dwellings shall be of good quality, permanent construction, affixed to the land upon permanent foundations and aesthetically compatible to include exterior colors, with the other structures in Warm Springs Ranches. Any outbuildings shall be of good quality, permanent construction and shall be aesthetically compatible with the main residences and surrounding developments.

2. No structure of a temporary character, including but not limited to trailers, mobile-homes, set together or expanding trailer houses or basement, tent, shack, barn or outbuilding other than as above described shall be constructed, placed or used on any lot at any time as a residence or otherwise, nor shall any residential structure be occupied until the exterior is completed, painted and the water supply and sewer system completed and the written approval of the local health authority. No old buildings or house of any type may be moved onto the above described property, except unoccupied travel trailers and campers, which are not unsightly, may be stored on the premises when not in use. Any modular home which is acceptable to the majority of the tract owners will be allowed.

3. No manufacturing, commercial enterprise, industrial enterprise, or any other enterprise of any kind for profit, except home crafts and agriculture, shall be carried on, upon, in front of, or in connection with the lots and parcels in the above described land, nor shall any tract in any way be used for any other purpose than strictly residential purposes, except the land may be used for schools, churches and recreational facilities, which recreational facilities shall be limited to dedicated public parks, baseball diamonds, golf courses, swimming pools, tennis courts and athletic fields.

4. No hog, goat, sheep or similar animal shall be kept or maintained on any of the land above described or any portion thereof, provided that the owner of each lot may keep the usual household pets, including 4-H animals under supervision of the authorized County Extension Agent, which can be kept without any continuous or audible disturbances or nuisance to the other persons residing in the area.

5. No noxious, offensive or unlawful activities shall be carried on upon any lot nor shall anything be carried on which is a nuisance to the neighborhood.

6. All property owners in the area may fence their respective tracts excepting that all fences must be well built of good materials and well maintained. Corrals will be allowed.

7. Lots 2 through 6 shall remain intact as shown on filed plat and no further subdividing will be allowed except where they might be divided by a public road. All other tracts may be replatted or divided into an area so that either the original tract or the subdivided tract is at least ten (10) acres, unless approved by the City-County Planning Board or County Commissioners or any other appropriate governmental body, and/or if they are divided by a public road.

8. No more than four (4) horses or four (4) cows shall be kept on any 20 acre lot. No more than two (2) horses or two (2) cows shall be kept on any 10 acre lot. The purpose of this covenant is to prevent over-grazing of land which would cause dust and erosion and in no case shall any owner over-graze any tract or lot; provided all animals of any type kept in this above described land must be kept within a fenced enclosure and the fence must be a legal fence. Whereas Robert Purnell is subdividing his grazing land, his stock shall be allowed free access to graze until such time as lot owners fence off their property. All animals kept on any tract shall be properly fed, watered, and sheltered from the elements in such manner and as shall be consistent with their good health, and each owner thereof, or person responsible therefore shall treat and care for such animals in a humane and merciful fashion, so that other person in the area shall not be required to tolerate or condone inhumane treatment of the said animals. Moreover, all animals shall be kept in suitable enclosures so as to prevent their being a nuisance to other occupants of the area; provided, however, that inhumane or cruel confinement of animals shall not be permitted, and if such inhumane or cruel confinement or treatment of such animals is necessary to prevent their being a nuisance to other occupants of the area, they shall not be kept therein at all. Violations of these requirements regarding animals shall be considered a complete breach of these protective and restrictive covenants giving rise to such remedies as are allowed by law for the breach of any other covenants contained herein. Livestock manure shall be removed from the premises or otherwise disposed of periodically so as not to become obnoxious, offensive, or a nuisance to surrounding residents. All carcasses of dead animals shall be removed immediately.

9. No lot shall be used or maintained as a dumping ground nor shall any rubbish, trash, garbage or other waste be allowed to accumulate and all garbage and waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Scrap, junk cars and the like will not be permitted on any lot. No such receptacles shall be placed closer than one hundred (100) feet from property line of any tract. Each lot owner shall be required to spray or control the spread of noxious weeds on their property. A list of noxious weeds is available from the county agent.

10. No motor vehicle which cannot be moved under its own power may be left on any tract or parcel other than in a garage for more than seventy-two (72) hours, or left on the road in said area. Scrap or junk vehicles, or any parts thereof, will not be permitted on any tract, unless stored out of sight.

11. Signs and Billboards. No signs, billboards, posters, or advertising displays or devices of any kind or character shall be erected, placed or permitted to remain on any tract except land sale promotion signs, mailboxes, or signs to identify the residences. "For Sale", and "For Rent" signs shall be permitted.

12. No asphalt siding shall be allowed on any building as an exterior finish.

13. All unimproved land contained within the above described property can be used for agriculture and grazing purposes.

14. No building shall be constructed nearer than forty feet (40) from the lot lines on the side of any property or forty (40) feet from the front or back line, or any right of way easement line, provided that no building or other structure shall be erected within fifty (50) feet of Warm Springs Creek, and under no conditions within the floodplain.

15. Maintenance. Each property owner shall provide exterior maintenance upon such tract and structures, to include painting and repairing the structures, maintaining the lawn and grounds and fences and not permitting refuse piles or other unsightly objects to accumulate or remain on the ground. In providing such exterior maintenance, the owner shall utilize color and landscaping schemes that are harmonious with the surrounding areas and consistent with generally accepted concepts of desirable residential developments.

16. Nuisances. No noxious, offensive, or illegal activities shall be carried on or permitted on any tract, nor shall the property be used in any way which might endanger the health or safety of, or unreasonably disturb the surrounding residents. All dogs will be kept under owners control and not be allowed to access other tracts.

17. Easements. There is hereby reserved, for the purposes of public utilities, used for the benefits of the herein described properties a permanent easement across a strip of land ten (10) feet wide on each side of all property lines and roadway easement lines for the purpose of ingress and egress to install, maintain and improve such utilities as may be required. All access roads for ingress and egress in the subdivision shall include easements for utilities.

Further it is understood and agreed that portions of the herein described properties are traversed by irrigation ditches. All rights to use and maintain said ditches are held by Robert Purnell. Owners of ditch rights shall be allowed to enter properties herein described, for the purposes of ditch maintainance using a strip of land 15 feet on each side of the centerline of the irrigation ditch. No owner of any tract shall cause any obstruction to or diversion of the flow of irrigation water nor any contamination thereof without approval by Robert Purnell. If it is necessary for an owner to cross a ditch said crossing shall be constructed so as not to interfere with or reduce the flow capacity of said ditch utilizing a culvert with a minumum size of 12 inches in diameter properly installed or a bridge with a flow clearance area of not less than 144 square inches.

18. Sanitary Restrictions. The owner of every tract shall comply with all governing laws and regulations relating to water supply, sanitation, sewage disposal, and air pollution. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards and recommendations of the Montana State Department of Health and Jefferson County, which shall be notified and allowed to inspect any sewer system installed on any tract.

19. Recreational Vehicle Use. No recreational vehicles, including motorcycles, snowmobiles, all terrain vehicles, go-carts, dune buggies and all other types of recreational vehicles shall be operated or used on the properties without functional muffler and spark arrestor and such vehicles shall be operated on the vehicle owner's property and only as permitted by state law. Such vehicles shall not be operated in a manner which creates a nuisance or annoyance to the neighborhood. Racing up and down access roads will not be permitted.

20. All owners of all tracts agree to belong to the Clancy Fire district and abide by all of the requirements and restrictions of said fire district.

21. All roads are declared Public Roads in Warm Springs Ranch and will be maintained and funded by the Owners Association.

22. In order to preserve and maintain the abundance of wildlife for all owners to enjoy, NO HUNTING will be allowed on each parcel of land after they are sold by Declarant.

23. These restrictive covenants shall be for the benefit of all persons owning the said real property and any tract, lot or portion thereof, and the Declarants and every person hereafter having any right, title or interest in or to said real property or any portion thereof shall have the right to prevent or enjoin any violation of any covenants, restriction, condition or provision contained herein. Such enforcement shall be by proceedings at law or in equity against any such person or persons violating or attempting to violate any covenant, restriction, condition or provision contained herein, either in restrain violation, recover damages, or both.

24. The foregoing covenants, restrictions, conditions and provisions shall run with the land, and shall be binding on Declarants and all persons claiming under them, for a period of twenty (20) years from the date the same are recorded. After said time, the same shall automatically be extended for successive periods of ten (10) years unless amended at any time by written agreement of ninety percent (90%) of the property owners of the currently platted lots within these tracts, each lot to have one (1) vote.

25. Invalidation of any provision of these covenants by judgement or court order shall in no way affect the validity or term of any of the other provisions herein, which shall remain in full force and effect.

26. Miscellaneous. The Declarant would like to inform all tract owners that the geothermal wells on the property are virtually useless, because their use interferes with water being used by others. The Declarant does not assume any responsibility for the quality, quantity of water, or the use of any existing geothermal wells, or those that may be developed in the future.

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of Lien and Personal Obligation Assessments. The Declarant, for each tract owned by it within the properties, hereby covenants, and each owner of any tract by acceptance of a deed therefore, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agrees to pay to the Association:

- (A) Annual Assessments or charges;
- (B) Special assessments for capital improvements, such assessments to be fixed, established and corrected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided shall also be the personal obligation of the person or entity owning the property at the time when the assessment fell due.

**Section 2: Purpose of Assessments.** The assessments levied by the Association shall be used for the improvement and maintenance of the roads and common areas used within the properties, and other such uses as may be determined by the Association.

**Section 3: Basis and Maximum of Annual Assessment.** Assessments shall be levied as to each tract on the basis of the following. Until January 1, of the year immediately following the conveyance of the first tract to an owner, the maximum annual assessment shall be Sixty Dollars (\$60.00) per tract for each tract owner. The assessment shall be due July 1 of the year of the conveyance of the first tract to an owner. Any change in the assessment fee will be by 2/3 vote of association members.

**Section 4: Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement such as a road maintenance equipment, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of all members voting in person or by proxy at a meeting called for this purpose.

**Section 5: Notice and Quorum For Any Actions Authorized Under Section 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members of the Association no less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Such a subsequent meeting shall be held within sixty (60) days after the preceding meeting.

**Section 6: Uniform Right Of Assessment.** Both annual and special assessments must be fixed at a uniform rate within each class of membership and may be collected on a monthly, quarterly or annual basis.

**Section 7: The Association's Board of Directors shall fix** the date of commencement and the amount of the assessment against each tract for each assessment period at least thirty (30) days in advance. Written notice of the assessment shall be sent to every tract owner, and every tract owner shall have the right to inspect all records relating to assessments within Warm Springs Ranch tracts. The Association shall, upon demand, and for a reasonable charge, at any time furnish to any owner a certificate in writing signed by an officer of the Association setting forth the existing outstanding assessments, if any, applicable to a specified tract.

**Section 8: Effect Of Non-Payment of Assessments; Remedies Of The Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of nine percent (9%) per annum plus a reasonable attorney's fee for the collection thereof. The Association may bring an action in law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein.

**Section 9: Subordination of Lien To Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any tract shall not affect the assessment lien. However, the sale or transfer of any tract pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such tract from liability for any assessments thereafter becoming due or from the lien thereof. Any person buying any of the properties herein hereby waives any right to contest the validity of the liens created herein if such lien is impressed or enforced according to the provisions of these covenants.

**Section 10.** Should any lawsuit or other legal proceeding be instituted by the Association or the Declarant against an owner who has alleged to have violated one or more of the provisions of this Declaration, and should the Association or Declarant be wholly or partially successful in such proceeding, the offending owner shall be obligated to pay the costs of such proceeding, including a reasonable attorney's fee.



Section 11. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid to the last known address of the person or entity appearing as a member or owner on the records of the Association at the time of such mailing.

# OWNERS' ASSOCIATION

Section 1: Membership. Every person or entity who is an equitable or record owner of any tract which is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities holding an interest merely as security for the performance of an obligation. Membership shall be apurtenant to and inseparable from ownerships of the tract.

Section 2: Voting - Each member shall be entitled to one (1) vote for each tract in which they hold the interest required for membership. When more than one person or entity holds such interest in any tract, the vote for such tract shall be exercised as such owners, among themselves determine, but in no event shall more than one vote be cast with respect to any tract.

The Declarant shall be entitled to one (1) vote for each tract in which it holds interest required for membership.

  
ROBERT J. PURNELL

SUBSCRIBED AND SWORN TO before me this 22nd day of December, 1993. *clerk.*

  
NOTARY PUBLIC for the State of Montana  
Residing at East Helena, Montana  
My Commission Expires January 25, 1995

161747

State of Montana County of Jefferson  
Recorded Dec 23 1993 at 4:35 pm  
Book 41 Misc Page 564-  
Bonnet Ramey Clerk & Recorder  
By                      Dep. Fee 54.00

C.O.S. #161746  
FOLIO 404-A

**CLARIFICATION OF RESTRICTIVE  
COVENANT - WARM SPRINGS RANCH**

\* \* \* \* \*

TO: WARM SPRINGS RANCH LOT OWNERS

FROM: ROBERT J. PURNELL, JR.

It has come to my attention that there is some confusion as to my intent in Paragraph 1 of the RESTRICTIVE COVENANTS FOR THE WARM SPRINGS RANCH.

Paragraph 1 states as follows:

"1. Only single family dwellings may be constructed and only one such dwelling shall be constructed on each ten (10) acre tract or on each numbered lot as said lots appear on a plat of any subdivision, when the same is officially platted and filed by the County Clerk and Recorder, together with not more than two (2) outbuildings, to consist of a garage and a barn, if the garage is not attached to the house, constructed of a similar material and design as the house. Each such dwelling shall have not less than one thousand two hundred (1200) square feet of living space exclusive of porches and garages."

This paragraph shall be interpreted to mean that if a garage is attached to the single family dwelling then in that event no more than two (2) additional outbuildings may also be constructed. If the garage is detached from the dwelling it shall be considered to be one (1) of the two (2) allowed outbuildings.

If this clarification is disputed by any existing landowner, said dispute shall be put into writing and sent to Robert J. Purnell, Jr., 460 Star Route, Clancy, Montana, 59624, within ten (10) days of the date of this clarification. Unless written notice of a dispute is received within said ten (10) day period, the above clarification of interest shall be deemed agreeable.

Dated this 26<sup>th</sup> day of OCTOBER, 1993.

166778

  
ROBERT J. PURNELL, JR.

State of Montana County of Jefferson

Recorded March 3, 1994 13:30

Book 43 of misc Page 990

Bernie Ramsey Clerk & Recorder

Billed to Matthew Dep. Fee 6.00

  
3-3/94  
Cheryl Kramer  
NOTARY PUBLIC for the State of Montana  
Residing at Helena, Montana  
My Commission Expires January 25, 1995

3-394

THE MAJORITY OF PARCEL OWNERS OF WARM SPRINGS RANCHES SUBDIVISION WISH TO OMIT THE LAST SENTENCE OF RESTRICTIVE COVENANT # 2 ON PAGE 2 WHICH STATES :

ANY MODULAR HOME WHICH IS ACCEPTABLE TO THE MAJORITY OF THE TRACT OWNERS WILL BE ALLOWED.

THE NEW RESTRICTIVE COVENANT NUMBER 2 WILL READ AS FOLLOWS:

#2. NO STRUCTURE OF A TEMPORARY CHARACTER, INCLUDING BUT NOT LIMITED TO TRAILERS, MOBILE HOMES, SET TOGETHER OR EXPANDING TRAILER HOUSES OR BASEMENTS, TENT, SHACK, BARN, OR OUTBUILDING OTHER THAN AS ABOVE DESCRIBED SHALL BE CONSTRUCTED, PLACED OR USED ON ANY LOT AT ANY TIME AS A RESIDENCE OR OTHERWISE, NOR SHALL ANY RESIDENTIAL STRUCTURE BE OCCUPIED UNTIL THE EXTERIOR IS COMPLETED, PAINTED AND THE WATER SUPPLY AND SEWER SYSTEM COMPLETED AND THE WRITTEN APPROVAL OF THE LOCAL HEALTH AUTHORITY. NO OLD BUILDINGS OR HOUSE OF ANY TYPE MAY BE MOVED ONTO THE ABOVE DESCRIBED PROPERTY, EXCEPT UNOCCUPIED TRAVEL TRAILERS AND CAMPERS, WHICH ARE NOT UNSIGHTLY, MAY BE STORED ON THE PREMISED WHEN NOT IN USE.

Dated the 14<sup>th</sup> day of August, 1995.

X Gary R. Lockhart  
X Evelene Lockhart  
LOT 13

STATE OF Montana  
County of Lewis & Clark

This Instrument was acknowledged before me this 14<sup>th</sup> day of August, 1995, by Gary R. Lockhart  
Evelene Lockhart

(Notary)



C. M. Bruno  
Notary Public for the State of Montana  
Residing at: Helena  
My Commission expires: 10-12-98

172668

State of Montana \_\_\_\_\_ County of Jefferson  
Recorded Aug 22 1995 at 3:00 pm  
Book 46 of Misc. Page 589  
Bonnie Ramsey Clerk

THE MAJORITY OF PARCEL OWNERS OF WARM SPRINGS RANCHES SUBDIVISION WISH TO OMIT THE LAST SENTENCE OF RESTRICTIVE COVENANT # 2 ON PAGE 2 WHICH STATES:

ANY MODULAR HOME WHICH IS ACCEPTABLE TO THE MAJORITY OF THE TRACT OWNERS WILL BE ALLOWED.

THE NEW RESTRICTIVE COVENANT NUMBER 2 WILL READ AS FOLLOWS:

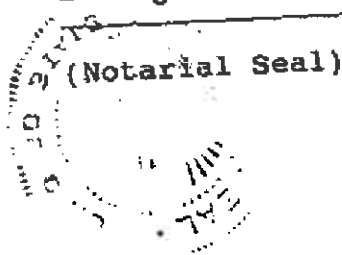
#2. NO STRUCTURE OF A TEMPORARY CHARACTER, INCLUDING BUT NOT LIMITED TO TRAILERS, MOBILE HOMES, SET TOGETHER OR EXPANDING TRAILER HOUSES OR BASEMENTS, TENT, SHACK, BARN, OR OUTBUILDING OTHER THAN AS ABOVE DESCRIBED SHALL BE CONSTRUCTED, PLACED OR USED ON ANY LOT AT ANY TIME AS A RESIDENCE OR OTHERWISE, NOR SHALL ANY RESIDENTIAL STRUCTURE BE OCCUPIED UNTIL THE EXTERIOR IS COMPLETED, PAINTED AND THE WATER SUPPLY AND SEWER SYSTEM COMPLETED AND THE WRITTEN APPROVAL OF THE LOCAL HEALTH AUTHORITY. NO OLD BUILDINGS OR HOUSE OF ANY TYPE MAY BE MOVED ONTO THE ABOVE DESCRIBED PROPERTY, EXCEPT UNOCCUPIED TRAVEL TRAILERS AND CAMPERS, WHICH ARE NOT UNSIGHTLY, MAY BE STORED ON THE PREMISED WHEN NOT IN USE.

Dated the 15<sup>th</sup> day of August, 1995.

X Dick L. Benner  
X Lou Ellen Benner  
LOT 12

STATE OF Ohio :ss  
County of Stark

This Instrument was acknowledged before me this 15<sup>th</sup> day of August, 1995, by Dick and Lou Ellen Benner



Robert L. Kidd  
Notary Public for the State of  
Ohio  
Residing at: Stark Co.  
My Commission expires:

ROBERT L. KIDD  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES Oct. 31

172669

State of Montana — County of Jefferson  
Recorded Aug 22 1995 3:05pm  
Book 46 Misc. P. 590  
Bonnie Ramsey Clerk, Recorder  
By \_\_\_\_\_ Dep. Fee 6.00

THE MAJORITY OF PARCEL OWNERS OF WARM SPRINGS RANCHES SUBDIVISION WISH TO OMIT THE LAST SENTENCE OF RESTRICTIVE COVENANT # 2 ON PAGE 2 WHICH STATES :

ANY MODULAR HOME WHICH IS ACCEPTABLE TO THE MAJORITY OF THE TRACT OWNERS WILL BE ALLOWED.

THE NEW RESTRICTIVE COVENANT NUMBER 2 WILL READ AS FOLLOWS:

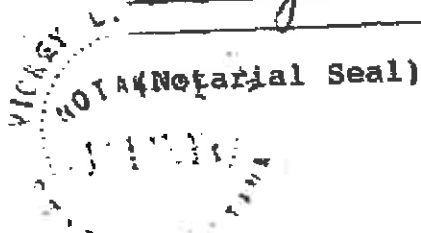
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Dated the 18 day of Aug., 1995

\* [Signature]  
\* [Signature]  
LOT H

STATE OF Montana,  
County of Jefferson: ss

This Instrument was acknowledged before me this 16<sup>th</sup> day of August, 1995, by Brett Bjørke and Laura Bjørke



Vickrey L. Anderson  
Notary Public for the State of  
Montana  
Residing at:  
My Commission expires: 08/22/99

172670

State of Montana ——— County of Jefferson  
Recorded Aug 22 1995 at 3:10 pm  
Book 46 Misc Page 591  
Bonnie Ramo Clerk & Recorder  
1000 6.00

THE MAJORITY OF PARCEL OWNERS OF WARM SPRINGS RANCHES SUBDIVISION WISH TO OMIT THE LAST SENTENCE OF RESTRICTIVE COVENANT # 2 ON PAGE 2 WHICH STATES :

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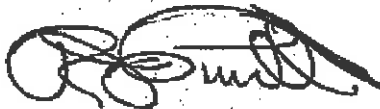
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DATE THE 22 DAY OF AUGUST 1995

OWNER OF PARCELS 1-4-5-9-10-15-18-19-20

Robert J Puavell Jr



SUBSCRIBED AND SWORN TO BEFORE ME THIS 22ND DAY OF AUGUST, 1995.

Bonnie Ramey

NOTARY PUBLIC FOR STATE OF MONTANA  
RESIDING AT BOULDER, MT.  
MY COMMISSION EXPIRES 10-30-98

172671

State of Montana ——— County of Jefferson

Recorded

Aug 22 1995 3:15 pm

Book

46 Misc Page 592

Bonnie Ramey Clerk & Recorder

By

Dep. Fee 6.00

179819

State of Montana County of Jefferson  
Recorded June 11 19 97 at \$5.00  
Book 50 of Plats Page 65-75  
By James L. Conner Clerk & Recorder  
By C. M. Miller Dep. Fee 66

### RESTRICTIVE COVENANTS

#### WARM SPRINGS RANCH

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WHEREAS, the said owner of said property desires to place restrictions upon the tracts for the use and benefit of himself as the present owner and for all future owners thereof; and

WHEREAS, the purpose of these restrictions, conditions and reservations is to insure the use of the property for attractive residential purposes or agricultural use only, to prevent the impairment of the attractiveness of the property, to maintain the tone of the community and thereby to secure to each lot owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his lot than is necessary to insure the same advantages to all lot owners;

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These covenants and restrictions are designed to provide a uniform plan for the development of said entire area above described.

1. Only single family dwellings may be constructed and only one such dwelling shall be constructed on each ten (10) acre tract or on each numbered lot as said lots appear on a plat of any subdivision, when the same is officially platted and filed by the County Clerk & Recorder, together with not more than two (2) outbuildings, to consist of a garage and a barn, if the garage is not attached to the house, constructed of a similar material and design as the house. Each such dwelling shall have not less than one thousand two hundred (1200) square feet of living space exclusive of porches and garages.

**Building Type.** All dwellings shall be of good quality, permanent construction, affixed to the land upon permanent foundations and aesthetically compatible to include exterior colors, with the other structures in Warm Springs Ranches. Any outbuildings shall be of good quality, permanent construction and shall be aesthetically compatible with the main residences and surrounding developments.

2. No structure of a temporary character, including but not limited to trailers, mobile-homes, set together or expanding trailer houses or basement, tent, shack, barn or outbuilding other than as above described shall be constructed, placed or used on any lot at any time as a residence or otherwise, nor shall any residential structure be occupied until the exterior is completed, painted and the water supply and sewer system completed and the written approval of the local health authority. No old buildings or house of any type may be moved onto the above described property, except unoccupied travel trailers and campers, which are not unsightly, may be stored on the premises when not in use. Any modular home which is acceptable to the majority of the tract owners will be allowed.

3. No manufacturing, commercial enterprise, industrial enterprise, or any other enterprise of any kind for profit, except home crafts and agriculture, shall be carried on, upon, in front of, or in connection with the lots and parcels in the above described land, nor shall any tract in any way be used for any other purpose than strictly residential purposes, except the land may be used for schools, churches and recreational facilities, which recreational facilities shall be limited to dedicated public parks, baseball diamonds, golf courses, swimming pools, tennis courts and athletic fields.

4. No hog, goat, sheep or similar animal shall be kept or maintained on any of the land above described or any portion thereof, provided that the owner of each lot may keep the usual household pets, including 4-H animals under supervision of the authorized County Extension Agent, which can be kept without any continuous or audible disturbances or nuisance to the other persons residing in the area.

5. No noxious, offensive or unlawful activities shall be carried on upon any lot nor shall anything be carried on which is a nuisance to the neighborhood.

6. All property owners in the area may fence their respective tracts excepting that all fences must be well built of good materials and well maintained. Corrals will be allowed.



7. Lots 2 through 6 shall remain intact as shown on filed plat and no further subdividing will be allowed except where they might be divided by a public road. All other tracts may be replatted or divided into an area so that either the original tract or the subdivided tract is at least ten (10) acres, unless approved by the City-County Planning Board or County Commissioners or any other appropriate governmental body, and/or if they are divided by a public road.

8. No more than four (4) horses or four (4) cows shall be kept on any 20 acre lot. No more than two (2) horses or two (2) cows shall be kept on any 10 acre lot. The purpose of this covenant is to prevent over-grazing of land which would cause dust and erosion and in no case shall any owner over-graze any tract or lot; provided all animals of any type kept in this above described land must be kept within a fenced enclosure and the fence must be a legal fence. Whereas Robert Farnell is subdividing his grazing land, his stock shall be allowed free access to graze until such time as lot owners fence off their property. All animals kept on any tract shall be properly fed, watered, and sheltered from the elements in such manner and as shall be consistent with their good health, and each owner thereof, or person responsible therefore shall treat and care for such animals in a humane and merciful fashion, so that other person in the area shall not be required to tolerate or condone inhumane treatment of the said animals. Moreover, all animals shall be kept in suitable enclosures so as to prevent their being a nuisance to other occupants of the area; provided, however, that inhumane or cruel confinement of animals shall not be permitted, and if such inhumane or cruel confinement or treatment of such animals is necessary to prevent their being a nuisance to other occupants of the area, they shall not be kept therein at all. Violations of these requirements regarding animals shall be considered a complete breach of these protective and restrictive covenants giving rise to such remedies as are allowed by law for the breach of any other covenants contained herein. Livestock manure shall be removed from the premises or otherwise disposed of periodically so as not to become obnoxious, offensive, or a nuisance to surrounding residents. All carcasses of dead animals shall be removed immediately.

9. No lot shall be used or maintained as a dumping ground nor shall any rubbish, trash, garbage or other waste be allowed to accumulate and all garbage and waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Scrap, junk cars and the like will not be permitted on any lot. No such receptacles shall be placed closer than one hundred (100) feet from property line of any tract. Each lot owner shall be required to spray or control the spread of noxious weeds on their property. A list of noxious weeds is available from the county agent.

10. No motor vehicle which cannot be moved under its own power may be left on any tract or parcel other than in a garage for more than seventy-two (72) hours, or left on the road in said area. Scrap or junk vehicles, or any parts thereof, will not be permitted on any tract, unless stored out of sight.

11. Signs and Billboards. No signs, billboards, posters, or advertising displays or devices of any kind or character shall be erected, placed or permitted to remain on any tract except land sale promotion signs, mailboxes, or signs to identify the residences. "For Sale", and "For Rent" signs shall be permitted.

12. No asphalt siding shall be allowed on any building as an exterior finish.

13. All unimproved land contained within the above described property can be used for agriculture and grazing purposes.

14. No building shall be constructed nearer than forty feet (40) from the lot lines on the side of any property or forty (40) feet from the front or back line, or any right of way easement line, provided that no building or other structure shall be erected within fifty (50) feet of Warm Springs Creek, and under no conditions within the floodplain.

15. Maintenance. Each property owner shall provide exterior maintenance upon such tract and structures, to include painting and repairing the structures, maintaining the lawn and grounds and fences and not permitting refuse piles or other unsightly objects to accumulate or remain on the ground. In providing such exterior maintenance, the owner shall utilize color and landscaping schemes that are harmonious with the surrounding areas and consistent with generally accepted concepts of desirable residential developments.

16. Nuisances. No noxious, offensive, or illegal activities shall be carried on or permitted on any tract, nor shall the property be used in any way which might endanger the health or safety of, or unreasonably disturb the surrounding residents. All dogs will be kept under owners control and not be allowed to access other tracts.

17. Easements. There is hereby reserved, for the purposes of public utilities, used for the benefits of the herein described properties a permanent easement across a strip of land ten (10) feet wide on each side of all property lines and roadway easement lines for the purpose of ingress and egress to install, maintain and improve such utilities as may be required. All access roads for ingress and egress in the subdivision shall include easements for utilities.

Further it is understood and agreed that portions of the herein described properties are traversed by irrigation ditches. All rights to use and maintain said ditches are held by Robert Purnell. Owners of ditch rights shall be allowed to enter properties herein described, for the purposes of ditch maintainance using a strip of land 15 feet on each side of the centerline of the irrigation ditch. No owner of any tract shall cause any obstruction to or diversion of the flow of irrigation water nor any contamination thereof without approval by Robert Purnell. If it is necessary for an owner to cross a ditch said crossing shall be constructed so as not to interfere with or reduce the flow capacity of said ditch utilizing a culvert with a minimum size of 12 inches in diameter properly installed or a bridge with a flow clearance area of not less than 144 square inches.

18. Sanitary Restrictions. The owner of every tract shall comply with all governing laws and regulations relating to water supply, sanitation, sewage disposal, and air pollution. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards and recommendations of the Montana State Department of Health and Jefferson County, which shall be notified and allowed to inspect any sewer system installed on any tract.

19. Recreational Vehicle Use. No recreational vehicles, including motorcycles, snowmobiles, all terrain vehicles, go-carts, dune buggies and all other types of recreational vehicles shall be operated or used on the properties without functional muffler and spark arrestor and such vehicles shall be operated on the vehicle owner's property and only as permitted by state law. Such vehicles shall not be operated in a manner which creates a nuisance or annoyance to the neighborhood. Racing up and down access roads will not be permitted.

20. All owners of all tracts agree to belong to the Clancy Fire district and abide by all of the requirements and restrictions of said fire district.

21. All roads are declared Public Roads in Warm Springs Ranch and will be maintained and funded by the Owners Association.

22. In order to preserve and maintain the abundance of wildlife for all owners to enjoy, NO HUNTING will be allowed on each parcel of land after they are sold by Declarant.

23. These restrictive covenants shall be for the benefit of all persons owning the said real property and any tract, lot or portion thereof, and the Declarants and every person hereafter having any right, title or interest in or to said real property or any portion thereof shall have the right to prevent or enjoin any violation of any covenants, restriction, condition or provision contained herein. Such enforcement shall be by proceedings at law or in equity against any such person or persons violating or attempting to violate any covenant, restriction, condition or provision contained herein, either in restrain violation, recover damages, or both.

24. The foregoing covenants, restrictions, conditions and provisions shall run with the land, and shall be binding on Declarants and all persons claiming under them, for a period of twenty (20) years from the date the same are recorded. After said time, the same shall automatically be extended for successive periods of ten (10) years unless amended at any time by written agreement of ninety percent (90%) of the property owners of the currently platted lots within these tracts, each lot to have one (1) vote.

25. Invalidation of any provision of these covenants by judgement or court order shall in no way affect the validity or term of any of the other provisions herein, which shall remain in full force and effect.

26. Miscellaneous. The Declarant would like to inform all tract owners that the geothermal wells on the property are virtually useless, because their use interferes with water being used by others. The Declarant does not assume any responsibility for the quality, quantity of water, or the use of any existing geothermal wells, or those that may be developed in the future.

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of Lien and Personal Obligation Assessments. The Declarant, for each tract owned by it within the properties, hereby covenants, and each owner of any tract by acceptance of a deed therefore, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agrees to pay to the Association:

- (A) Annual Assessments or charges;
- (B) Special assessments for capital improvements, such assessments to be fixed, established and corrected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided shall also be the personal obligation of the person or entity owning the property at the time when the assessment fell due.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used for the improvement and maintenance of the roads and common areas used within the properties, and other such uses as may be determined by the Association.

Section 3: Basis and Maximum of Annual Assessment. Assessments shall be levied as to each tract on the basis of the following. Until January 1, of the year immediately following the conveyance of the first tract to an owner, the maximum annual assessment shall be Sixty Dollars (\$60.00) per tract for each tract owner. The assessment shall be due July 1 of the year of the conveyance of the first tract to an owner. Any change in the assessment fee will be by 2/3 vote of association members.

Section 4: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement such as a road maintenance equipment, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of all members voting in person or by proxy at a meeting called for this purpose.

Section 5: Notice and Quorum For Any Actions Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members of the Association no less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Such a subsequent meeting shall be held within sixty (60) days after the preceding meeting.

Section 6: Uniform Right Of Assessment. Both annual and special assessments must be fixed at a uniform rate within each class of membership and may be collected on a monthly, quarterly or annual basis.

Section 7: The Association's Board of Directors shall fix the date of commencement and the amount of the assessment against each tract for each assessment period at least thirty (30) days in advance. Written notice of the assessment shall be sent to every tract owner, and every tract owner shall have the right to inspect all records relating to assessments within Warm Springs Ranch tracts. The Association shall, upon demand, and for a reasonable charge, at any time furnish to any owner a certificate in writing signed by an officer of the Association setting forth the existing outstanding assessments, if any, applicable to a specified tract.

Section 8: Effect Of Non-Payment of Assessments; Remedies Of The Association. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of nine percent (9%) per annum plus a reasonable attorney's fee for the collection thereof. The Association may bring an action in law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein.

Section 9: Subordination of Lien To Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any tract shall not affect the assessment lien. However, the sale or transfer of any tract pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such tract from liability for any assessments thereafter becoming due or from the lien thereof. Any person buying any of the properties herein hereby waives any right to contest the validity of the liens created herein if such lien is impressed or enforced according to the provisions of these covenants.

Section 10. Should any lawsuit or other legal proceeding be instituted by the Association or the Declarant against an owner who has alleged to have violated one or more of the provisions of this Declaration, and should the Association or Declarants be wholly or partially successful in such proceeding, the offending owner shall be obligated to pay the costs of such proceeding, including a reasonable attorney's fee.

Section 11. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid to the last known address of the person or entity appearing as a member or owner on the records of the Association at the time of such mailing.

#### OWNERS' ASSOCIATION

Section 1: Membership. Every person or entity who is an equitable or record owner of any tract which is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities holding an interest merely as security for the performance of an obligation. Membership shall be apurtenant to and inseparable from ownerships of the tract.

Section 2: Voting - Each member shall be entitled to one (1) vote for each tract in which they hold the interest required for membership. When more than one person or entity holds such interest in any tract, the vote for such tract shall be exercised as such owners, among themselves determine, but in no event shall more than one vote be cast with respect to any tract.

The Declarant shall be entitled to one (1) vote for each tract in which it holds interest required for membership.

  
ROBERT J. PURNELL

SUBSCRIBED AND SWORN TO before me this 22nd day of December, 1999. *dek.*

  
NOTARY PUBLIC for the State of Montana  
Residing at East Helena, Montana  
My Commission Expires January 25, 1995

161747

State of Montana      County of Jefferson  
Recorded Dec 23 1999 at 4:35 pm  
Book 41 of Misc Page 564-  
Bonnet Purnell Clerk & Recorder  
By \_\_\_\_\_ Dep. Fee 54.00

CD

C.O.S. #161746  
Folio 404-A



**CLARIFICATION OF RESTRICTIVE  
COVENANT - WARM SPRINGS RANCH**

\* \* \* \* \*

TO: WARM SPRINGS RANCH LOT OWNERS

FROM: ROBERT J. PURNELL, JR.

It has come to my attention that there is some confusion as to my intent in Paragraph 1 of the RESTRICTIVE COVENANTS FOR THE WARM SPRINGS RANCH.

Paragraph 1 states as follows:

"1. Only single family dwellings may be constructed and only one such dwelling shall be constructed on each ten (10) acre tract or on each numbered lot as said lots appear on a plat of any subdivision, when the same is officially platted and filed by the County Clerk and Recorder, ~~together with not more than two (2) outbuildings, to consist of a garage and a barn, if the garage is not attached to the house,~~ constructed of a similar material and design as the house. Each such dwelling shall have not less than one thousand two hundred (1200) square feet of living space exclusive of porches and garages."

This paragraph shall be interpreted to mean that if a garage is attached to the single family dwelling then in that event no more than two (2) additional outbuildings may also be constructed. If the garage is detached from the dwelling it shall be considered to be one (1) of the two (2) allowed outbuildings.

If this clarification is disputed by any existing landowner, said dispute shall be put into writing and sent to Robert J. Purnell, Jr., 460 Star Route, Clancy, Montana, 59624, within ten (10) days of the date of this clarification. Unless written notice of a dispute is received within said ten (10) day period, the above clarification of interest shall be deemed agreeable.

Dated this 2<sup>nd</sup> day of Nov, 1993.



ROBERT J. PURNELL, JR.



PERIMETER IS COVERED IN C.O.S. NO. 160504 -FOLIO 396/B

LEGAL DESCRIPTION

Robert Purnell certifies as owner, has caused to be surveyed into twenty acres or larger tracts of land within the perimeter of this description.

Tracts of land in Sections 15, 16, 21 and 22, Township 8 North, Range 3 West, P.M.M., Jefferson County, Montana; more particularly described as follows: Beginning at the section corner to Sections 15, 16, 21 and 22, Township 8 North, Range 3 West; which is the true point of beginning:

thence N 00°55'37" W, 2705.48 feet;  
 thence N 89°11'48" W, 157.99 feet;  
 thence N 14°29'05" W, 597.78 feet;  
 thence N 09°38'21" E, 422.67 feet;  
 thence S 55°47'39" E, 642.50 feet;  
 thence S 29°28'35" W, 329.30 feet;  
 thence S 59°54'35" E, 321.48 feet;  
 thence N 29°28'35" E, 328.23 feet;  
 thence S 52°19'58" E, 336.19 feet;  
 thence S 01°19'07" E, 257.55 feet;  
 thence N 88°43'48" E, 444.46 feet;  
 thence S 62°57'25" E, 115.88 feet;  
 thence S 51°03'25" E, 67.94 feet;  
 thence S 34°47'02" E, 144.64 feet;  
 thence S 53°40'55" E, 73.00 feet;  
 thence S 71°11'32" E, 253.25 feet;  
 thence N 89°19'35" E, 135.71 feet;  
 thence S 74°37'20" E, 74.98 feet;  
 thence S 50°53'57" E, 198.73 feet;  
 thence S 61°13'35" E, 207.59 feet;  
 thence S 48°33'32" E, 568.88 feet;  
 thence S 36°55'00" W, 1677.38 feet;  
 thence S 40°27'06" E, 2210.82 feet;  
 thence S 38°34'01" W, 729.20 feet;  
 thence S 08°47'32" E, 1087.43 feet;  
 thence N 86°10'52" W, 2704.91 feet;  
 thence N 89°24'58" W, 2665.70 feet;  
 thence N 00°05'25" E, 1361.82 feet;  
 thence S 89°31'16" E, 1333.89 feet;  
 thence N 00°08'05" E, 1364.26 feet;  
 thence S 89°37'34" E, 1334.93 feet to the true point of beginning.

The twenty (20) tracts contain in total 426.96 acres, more or less.

BASIS OF BEARING: Cary Duncan Survey of August, 1992.

EXEMPTION: Tracts larger than twenty acres.

  
 Owner: Robert Purnell

State of Montana

County of Lewis & Clark

I, Stephen J. Ries, Helena, Montana, do solemnly swear that I have made the survey in Sections 15, 16, 21 and 22, Township 8 North, Range 3 West, Jefferson County, Montana; and that the date of survey was October and November, 1992.

  
 Registration No. 125 S

RECORDED TO include Exhibit A



6/11/97



# Commonwealth

## WARRANTY DEED

FOR VALUE RECEIVED, the undersigned ~~transferors~~,

WILLIAM W. WALL, as trustee of the WILLIAM W. WALL TRUST, and,  
LUCILLE R. WALL, as trustee of the LUCILLE R. WALL TRUST,  
all of SR2 Box 420, Clancy, Montana,

grant unto the following ~~transferees~~,

ROBERT JOHN PURNELL,  
of ~~XXXXXXXXXXXXXXXXXXXX~~ 460 SR, Clancy, MT 59634

all right, title, and interest (including appurtenances) in the following described property:

DESCRIPTION	TRACT	Survey No.	Folio No.
426.96 acres more or less	W	160504	396B
in Subdivisions	of Section	in Township	of Range of P.M.M.
SE $\frac{1}{4}$ NE $\frac{1}{4}$	16	8 North	3 West
SW $\frac{1}{4}$ NW $\frac{1}{4}$	15	8 North	3 West
SW $\frac{1}{4}$	15	8 North	3 West
NW $\frac{1}{4}$	22	8 North	3 West
W $\frac{1}{2}$ NE $\frac{1}{4}$	22	8 North	3 West
SW $\frac{1}{4}$ NE $\frac{1}{4}$	21	8 North	3 West
E $\frac{1}{2}$ NE $\frac{1}{4}$	21	8 North	3 West
Recorded by	Recorded on	At Book	At page

Jefferson County

### EXCEPT FOR:

1. all contract rights.
2. 3.4 miner's inches of water rights.
3. successive life estates for WILLIAM W. WALL and LUCILLE R. WALL in 50% of all mineral and oil rights.
4. any exceptions in patents from the United States or State of Montana.
5. all visible easements, easements of record, and rights of way;
6. all building, use, zoning, sanitary and environmental restrictions.
7. all taxes and assessments for 1992 and subsequent years.

and,

a parcel of land which is 60 feet wide East to West and 1 foot deep South to North, located approximately 650 feet West of the East 1/4 corner of Section 22 and also laying at the south end of the 60 foot access easement through Woodland Park "Park Area," all being in Township 8 North, Range 3 West in Jefferson County, Montana.

WARRANTY DEED control 09/16/92

page 1

**RESTRICTIVE COVENANTS  
WARM SPRINGS RANCH**

As amended June 25, 2002

WHEREAS, the undersigned, Robert J. Purnell, is disposing of certain lands in Jefferson County, Montana, known as the Warm Springs Ranch; and

WHEREAS, the said owner of said property desires to place restrictions upon the tracts for the use and benefit of himself as the present owner and for all future owners thereof; and

WHEREAS, the purpose of these restrictions, conditions and reservations is to insure the use of the property for attractive residential purposes or agricultural use only, to prevent the impairment of the attractiveness of the property, to maintain the tone of the community and thereby to secure to each lot owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his lot than is necessary to insure the same advantages to all lot owners;

NOW, THEREFORE, this Declaration of Restrictions and Conditions is made to apply to the following described property situate, lying and being in Jefferson County, Montana, and more particularly described as follows, to wit:

See Exhibit A attached hereto and incorporated herein as if set forth at this place.

All persons or corporations who now or shall hereafter acquire any interest in and to the above described property, shall take and hold the same and agree and covenant with the owners of said tracts in said Warm Springs Ranch, and with their heirs, successors and assigns, to conform and observe the following covenants, restrictions and conditions as to the use thereof and as to the construction of single family dwellings and improvements thereon.

These covenants and restrictions are designed to provide a uniform plan for the development of said entire area above described.

1. Only single family dwellings may be constructed and only one such dwelling shall be constructed on each ten (10) acre tract or on each numbered lot as said lots appear on a plat of any subdivision, when the same is officially platted and filed by the County Clerk & Recorder, together with not more than two (2) outbuildings, to consist of a garage and a barn, if the garage is not attached to the house, constructed of a similar material and design as the house. Each such dwelling shall have not less than one thousand two hundred (1200) square feet of living space exclusive of porches and garages.

202388      Fee \$ 66.00  
JEFFERSON COUNTY  
Recorded 07/09/2002 At 11:15 AM  
BONNIE RAMEY, Clerk and Recorder  
By Bonnie Ramey Deputy

18  
11

Building Type. All dwellings shall be of good quality, permanent construction, affixed to the land upon permanent foundations and aesthetically compatible to include exterior colors, with the other structures in Warm Springs Ranches. Any outbuildings shall be of good quality, permanent construction and shall be aesthetically compatible with the main residences and surrounding developments.

(a) Time Limitation for Completion of Construction

Each homeowner in the Warm Springs Ranches subdivision will have two years to complete construction of any building permitted or allowed to be constructed upon the premises subject to other provisions of these covenants.

The two-year time computation shall begin on the date that construction of a dwelling or other structure permitted by these covenants is initiated. This shall not include improvements to the property consisting of a well and septic system. In addition, construction of a road onto a parcel shall not constitute the beginning of the time computation reflected in this paragraph.

Any dwelling or other structure allowed to be permitted or constructed pursuant to these covenants shall be "substantially completed" within the two-year time limitation. "Substantially completed" shall mean that a residence dwelling shall be habitable or available for occupancy within the two-year time limitation. In addition, the permanent exterior of said residence dwelling shall also be completed within that two-year time period.

2. No structure of a temporary character, including but not limited to trailers, mobile-homes, set together or expanding trailer houses or basement, tent, shack, barn or outbuilding other than as above described shall be constructed, placed or used on any lot at any time as a residence or otherwise, nor shall any residential structure be occupied until the exterior is completed, painted and the water supply and sewer system completed and the written approval of the local health authority. No old buildings or house of any type may be moved onto the above described property, except unoccupied travel trailers and campers, which are not unsightly, may be stored on the premises when not in use.

3. No manufacturing, commercial enterprise, industrial enterprise, or any other enterprise of any kind for profit, except home crafts and agriculture, shall be carried on, upon, in front of, or in connection with the lots and parcels in the above described land, nor shall any tract in any way be used for any other purpose than strictly residential purposes.

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JEFFERSON COUNTY  
Recorded 07/09/2002 At 11:15 AM  
BONNIE RAMEY, Clerk and Recorder 207  
By Bonnie Ramey Deputy 11

4. No hog, goat, sheep or similar animal shall be kept or maintained on any of the land above described or any portion thereof, provided that the owner of each lot may keep the usual household pets, including 4-H animals under supervision of the authorized County Extension Agent, which can be kept without any continuous or audible disturbances or nuisance to the other persons residing in the area.

5. No noxious, offensive or unlawful activities shall be carried on upon any lot nor shall anything be carried on which is a nuisance to the neighborhood.

6. All property owners in the area may fence their respective tracts excepting that all fences must be well built of good materials and well maintained. Corrals will be allowed.

7. Lots 2 through 6 shall remain intact as shown on filed plat and no further subdividing will be allowed except where they might be divided by a public road. All other tracts may be replatted or divided into an area so that either the original tract or the subdivided tract is at least ten (10) acres, unless approved by the City-County Planning Board or County Commissioners or any other appropriate governmental body, and/or if they are divided by a public road.

8. No more than four (4) horses or four (4) cows shall be kept on any 20-acre lot. No more than two (2) horses or two (2) cows shall be kept on any 10 acre lot. The purpose of this covenant is to prevent over-grazing of land which would cause dust and erosion and in no case shall any owner over-graze any tract or lot; provided all animals of any type kept in this above described land must be kept within a fenced enclosure and the fence must be a legal fence. Whereas Robert Purnell is subdividing his grazing land, his stock shall be allowed free access to graze until such time as lot owners fence off their property. All animals kept on any tract shall be properly fed, watered, and sheltered from the elements in such manner and as shall be consistent with their good health, and each owner thereof, or person responsible therefore shall treat and care for such animals in a humane and merciful fashion, so that other persons in the area shall not be required to tolerate or condone inhumane treatment of the said animals. Moreover, all animals shall be kept in suitable enclosures so as to prevent their being a nuisance to other occupants of the area; provided, however, that inhumane or cruel confinement of animals shall not be permitted, and if such inhumane or cruel confinement or treatment of such animals is necessary to prevent their being a nuisance to other occupants of the area, they shall not be kept therein at all. Violations of these requirements regarding animals shall be considered a complete breach of these protective and restrictive covenants giving rise to such remedies as are allowed by law for the breach of any other covenants contained herein. Livestock manure shall be removed from the

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BONNIE RAMEY, Clerk and Recorder  
By Bonnie Ramey Deputy

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premises or otherwise disposed of periodically so as not to become obnoxious, offensive, or a nuisance to surrounding residents. All carcasses of dead animals shall be removed immediately.

9. No lot shall be used or maintained as a dumping ground nor shall any rubbish, trash, garbage or other waste be allowed to accumulate and all garbage and waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No such receptacles shall be placed closer than one hundred (100) feet from property line of any tract. Scrap, junk cars and the like will not be permitted on any lot. Each lot owner shall be required to spray or control the spread of noxious weeds on their property. A list of noxious weeds is available from the county agent.

10. No motor vehicle which cannot be moved under its own power may be left on any tract or parcel other than in a garage for more than seventy-two (72) hours, or left on the road in said area. Scrap or junk vehicles, or any parts thereof, will not be permitted on any tract, unless stored out of sight.

11. Signs and Billboards. No signs, billboards, posters, or advertising displays or devices of any kind or character shall be erected, placed or permitted to remain on any tract except land sale promotion signs, mailboxes, or signs to identify the residences. "For Sale", and "For Rent" signs shall be permitted.

12. No asphalt siding shall be allowed on any building as an exterior finish.

13. All unimproved land contained within the above-described property can be used for agriculture and grazing purposes.

14. No building shall be constructed nearer than forty feet (40) from the lot lines on the side of any property or forty (40) feet from the front or back line, or any right of way easement line, provided that no building or other structure shall be erected within fifty (50) feet of Warm Springs Creek, and under no conditions within the floodplain.

15. Maintenance. Each property owner shall provide exterior maintenance upon such tract and structures, to include painting and repairing the structures, maintaining the lawn and grounds and fences and not permitting refuse piles or other unsightly objects to accumulate or remain on the ground. In providing such exterior maintenance, the owner shall utilize color and landscaping schemes that are harmonious with the surrounding areas and consistent with generally accepted concepts of desirable residential developments.

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16. Nuisances. No noxious, offensive, or illegal activities shall be carried on or permitted on any tract, nor shall the property be used in any way, which might endanger the health or safety of, or unreasonably disturb the surrounding residents. All dogs will be kept under owners control and not be allowed to access other tracts.

17. Easements. There is hereby reserved, for the purposes of public utilities, used for the benefits of the herein described properties a permanent easement across a strip of land ten (10) feet wide on each side of all property lines and roadway easement lines for the purpose of ingress and egress to install, maintain and improve such utilities as may be required.

Further it is understood and agreed that portions of the herein described properties are traversed by irrigation ditches. All rights to use and maintain said ditches are held by Robert Purnell. Owners of ditch rights shall be allowed to enter properties herein described, for the purposes of ditch maintenance using a strip of land 15 feet on each side of the centerline of the irrigation ditch. No owner of any tract shall cause any obstruction to or diversion of the flow of irrigation water nor any contamination thereof without approval by Robert Purnell. If it is necessary for an owner to cross a ditch said crossing shall be constructed so as not to interfere with or reduce the flow capacity of said ditch utilizing a culvert with a minimum size of 12 inches in diameter, properly installed or a bridge with a flow clearance area of not less than 144 square inches.

18. Sanitary Restrictions. The owner of every tract shall comply with all governing laws and regulations relating to water supply, sanitation, sewage disposal, and air pollution. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards and recommendations of the Montana State Department of Health and Jefferson County, which shall be notified and allowed to inspect any sewer system installed on any tract.

19. Recreational Vehicle Use. No recreational vehicles, including motorcycles, snowmobiles, all terrain vehicles, go-carts, dune buggies and all other types of recreational vehicles shall be operated or used on the properties without functional muffler and spark arrestor and such vehicles shall be operated on the vehicle owner's property and only as permitted by state law. Such vehicles shall not be operated in a manner, which creates a nuisance or annoyance to the neighborhood. Racing up and down access roads will not be permitted.

20. All owners of all tracts agree to belong to the Clancy Fire district and abide by all of the requirements and restrictions of said fire district.

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21. All roads are declared Public Roads in Warm Springs Ranch and will be maintained and funded by the Owners Association.

22. In order to preserve and maintain the abundance of wildlife for all owners to enjoy, NO HUNTING will be allowed on each parcel of land after they are sold by Declarant.

23. These restrictive covenants shall be for the benefit of all persons owning the said real property and any tract, lot or portion thereof, and the Declarants and every person hereafter having any right, title or interest in or to said real property or any portion thereof shall have the right to prevent or enjoin any violation of any covenants, restriction, condition or provision contained herein. Such enforcement shall be by proceedings at law or in equity against any such person or persons violating or attempting to violate any covenant, restriction, condition or provision contained herein, either in restrain violation, recover damages, or both.

24. The foregoing covenants, restrictions, conditions and provisions shall run with the land, and shall be binding on Declarants and all persons claiming under them, for a period of twenty (20) years from the date the same are recorded. After said time, the same shall automatically be extended for successive periods of ten (10) years unless amended at any time by written agreement of ninety percent (90%) of the property owners of the currently platted lots within these tracts, each lot to have one (1) vote.

25. Invalidity of any provision of these covenants by judgment or court order shall in no way affect the validity or term of any of the other provisions herein, which shall remain in full force and effect.

26. Miscellaneous. The Declarant would like to inform all tract owners that the geothermal wells on the property are virtually useless, because their use interferes with water being used by others. The Declarant does not assume any responsibility for the quality, quantity of water, or the use of any existing geothermal wells, or those that may be developed in the future.

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of Lien and Personal Obligation Assessments. The Declarant, for each tract owned by it within the properties, hereby covenants, and each owner of any tract by acceptance of a deed therefore, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agrees to pay to the Association;

(A) Annual Assessments or charges;

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(B) Special assessments for capital improvements, such assessments to be fixed, established and corrected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided shall also be the personal obligation of the person or entity owning the property at the time when the assessment fell due.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used for the improvement and maintenance of the roads and common areas used within the properties, and other such uses as may be determined by the Association.

Section 3: Basis and Maximum of Annual Assessment. Assessments shall be levied as to each tract on the basis of the following. Until January 1, of the year immediately following the conveyance of the first tract to an owner, the maximum annual assessment shall be Sixty Dollars (\$60.00) per tract for each tract owner. The assessment shall be due July 1 of the year of the conveyance of the first tract to an owner. Any change in the assessment fee will be by 2/3 vote of association members.

Section 4: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement such as a road maintenance equipment, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of all members voting in person or by proxy at a meeting called for this purpose.

Section 5: Notice and Quorum For Any Actions Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members of the Association no less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and required quorum at the subsequent meeting

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shall be one-half (1/2) of the required quorum at the preceding meeting. Such a subsequent meeting shall be held within sixty (60) days after the preceding meeting.

Section 6: Uniform Right Of Assessment. Both annual and special assessments must be fixed at a uniform rate within each class of membership and may be collected on a monthly, quarterly or annual basis.

Section 7: The Association's Board of Directors shall fix the date of commencement and the amount of the assessment against each tract for each assessment period at least thirty (30) days in advance. Written notice of the assessment shall be sent to every tract owner, and every tract owner shall have the right to inspect all records relating to assessments within Warm Springs Ranch tracts. The Association shall, upon demand, and for a reasonable charge, at any time furnish to any owner a certificate in writing signed by an officer of the Association setting forth the existing outstanding assessments, if any, applicable to a specified tract.

Section 8: Effect Of Non-Payment Of Assessments; Remedies Of The Association. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of nine percent (9%) per annum plus a reasonable attorney's fee for the collection thereof. The Association may bring an action in law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein.

Section 9: Subordination of Lien To Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any tract shall not affect the assessment lien. However, the sale or transfer of any tract pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments, which become due prior to such sale or transfer. No sale or transfer shall relieve such tract from liability for any assessments thereafter becoming due or from the lien thereof. Any person buying any of the properties herein hereby waives any right to contest the validity of the liens created herein if such lien is impressed or enforced according to the provisions of these covenants.

Section 10: Should any lawsuit or other legal proceeding be instituted by the Association or the Declarant against an owner who has alleged to have violated one or more of the provisions of this Declaration, and should the Association or Declarants be wholly or partially successful in such proceeding, the offending owner shall be obligated to pay the costs of such proceeding, including a reasonable attorney's fee.

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Section 11: Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid to the last known address of the person or entity appearing as a member or owner on the records of the Association at the time of such mailing.

#### OWNERS' ASSOCIATION

Section 1: Membership. Every person or entity who is an equitable or record owner of any tract which is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities holding an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and inseparable from ownerships of the tract.

Section 2: Voting - Each member shall be entitled to one (1) vote for each tract in which they hold the interest required for membership. When more than one person or entity holds such interest in any tract, the vote for such tract shall be exercised as such owners, among themselves determine, but in no event shall more than one vote be cast with respect to any tract.

The Declarant shall be entitled to one (1) vote for each tract in which it holds interest required for membership.

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EXHIBIT A

Sections 15, 16, 21 and 22, Township 8 North, Range 3  
West, P.N.M., Jefferson County, Montana, according to  
Certificate of Survey nos. 160504 and 165037.

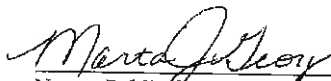
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DATED this 8<sup>th</sup> day of July, 2002.

  
Robert Purnell

Subscribed and sworn to  
before me this 8<sup>th</sup> day  
of July, 2002.

  
Notary Public for the State of ~~Texas~~ Michigan  
Residing at Helen, ~~Texas~~ Michigan  
My commission expires: 3/28/2003

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**WARM SPRINGS RANCHES  
LANDOWNERS ASSOCIATION MEETING**

The Warm Springs Ranches Landowners Association Special meeting was held on Monday, November 21, 2005 at the Clancy School. Attending were Sheldon and Kathy Maier, Rudy and Lynette Haas, Brett Bjerke, Brad and Jennifer Elson, Greta Wacker, Bert Sweeney, Rod Caldwell, Ron Shields, Greg VanHorssen, Lee and Dick Benner, Craig and Joan Luton, Wayne Moon, Don Cromer, Terry and Brenda Gillett by Jim Gillett, Rich Briski and Nancy Rude.

President Sheldon Maier called the meeting to order. Greg Van Horssen, chairman of the Special Committee looking into the Maier-Zipperian Road easement, that was granted by the Maiers to the Zipperians, utilizing the existing roads through Warm Springs Creek I Subdivision, gave his opinions concerning his considerable research into the issue. In his opinion:

1. There is access to Warm Springs Creek II Subdivision from Warm Springs Creek I Subdivision
2. The Maier-Zipperian easement was legally very questionable.

Don Cromer, a member of the committee, researched the Zipperian Subdivision, and found they were able to do so, via a patent mining claim. He also contacted various agencies and organizations and found there was interest in acquiring the Zipperian land as a Conservation easement.

Rudy Haas, reported on a conversation with Jefferson County Planner, Harold Steffers. Mr Steffers felt that Sierra Lane and all of Warm Springs Creek I Roads were not up to County standards and any further outside use would raise serious Health and Safety Issues. He said that it was important that the Land Owners in the subdivision go on record with their decision about the use of their roads. He felt that further use of the Warm Springs I roads would have to be approved by the landowners.

Rich Briski stated that the easement would not stand up in court and that if an injunction became necessary, he would volunteer to do so.

After all of the discussion ended, the following motion was made by Wayne Moon and seconded by Rich Briski:

We (the landowners of Warm Springs Creek I Subdivision) acknowledge that there is access to Warm Springs Creek II Subdivision. We maintain we have a private road for

the sole benefit and use of the members of the Warm Springs Creek I Landowners Association and their guests and specifically prohibit the granting of an easement or any other conveyance allowing access to or travel across the Warm Springs I road system for the purpose of accessing any properties adjacent to Warm Springs I Subdivision and/or Warm Springs II Subdivision. The vote passed unanimously by oral vote with no abstentions and dissenting votes.

Greg VanHorsen raised the idea that after the minutes have been read and approved at our next meeting, they should be recorded at the Court House in Jefferson County.

Some of the items to be thought about for agenda for the next meeting, would be to devise a formula for charging for Road Maintenance for Warm Springs II landowners, when that development does occur.

The possibility of reducing the 90% rule for changing of covenants.

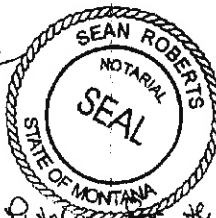
The meeting was adjourned.

Please give any agenda items to the secretary a week before the March 14, 2006 meeting.

Secretary,

Lynette Haas

*Lynette Haas*



*Sean Robert's*

Notary Public for the State of Montana  
County of Lewis & Clark  
Residing at Helena  
My commission expires 4/13/09

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