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Wayne Crow  
1194 Pine St. Apt A  
Hamilton, MT 59840

RAV-45854

**Declaration of Protective Covenants, Conditions, Restrictions for Dukelow Ranch Subdivision #1**

This declaration is made this 25 day of May, 2012, by Dukelow Ranch Limited Partnership, 1194-A Pine St, Hamilton, MT 59840, and Bitterroot Valley Bank, 11300 S. US Highway 93, Lolo, MT 59847, hereinafter called "Declarants".

**RECITALS:**

Declarants make this Declaration based upon the following facts and intentions:

A. Declarants are the owners of the following described real property located in Ravalli County, Montana to-wit:  
Dukelow Ranch Subdivision #1, a platted subdivision of Ravalli County, Montana

Tracts A Amended Plat 592702, and **Tracts B and C**, Certificate of Survey 592705-R, Records of Ravalli County, MT

The above described property is hereinafter referred to as the "Property".

B. Declarants, or some of them, plan to subdivide and develop the Property for residential home sites, to create a neighborhood that is friendly and harmonious and impose thereon beneficial protective covenants under a general plan of improvement for the benefit of such real property, every part thereof and interest therein.

NOW, THEREFORE, Declarants hereby declare that the Property shall be held, sold, conveyed, encumbered, used, occupied and improved subject to the following easements, restrictions, covenants, liens, and conditions, all of which are in furtherance of a uniform plan of development, improvement and sale of said real property and are established for the purpose of enhancing the value, desirability and attractiveness of the real property and every part thereof. The easements, restrictions, covenants, liens, and conditions hereof shall run with the real property and shall be binding on and enforceable by all parties having or acquiring any possessory right, title or interest in the described properties or any part thereof, and shall be for the benefit of each owner of any portion thereof and inure to the benefit of and be binding upon each heir, successor, or assignee in interest of such owners.

**SECTION 1: DEFINITIONS**

Lot: shall mean and refer to one or more of the separately designated and legally described freehold estates shown, numbered and designated on the recorded plat of Dukelow Ranch Subdivision #1, a

platted subdivision of Ravalli County, Montana, and the above described Tracts A, B, and C.

**Structure:** shall mean any construction erected or placed upon any lot, including but not limited to, parts of and additions to buildings, walls, fences, and other enclosures, television and other antennas, walks and driveways.

**Owner:** shall mean the record Owner (including without limitation the Declarants), whether one or more persons or entities, of the fee simple title to any lot or parcel of property except that (1) where a lot or parcel of property has been sold by Declarants on an installment sale basis pursuant to a security instrument, the buyer thereunder (provided he is not in default under said security instrument), and not the Declarants or Grantor, shall be deemed to be the Owner, and (2) the term Owner shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

## **SECTION II: MINIMUM BUILDING AND USE RESTRICTIONS**

1. **Land Use:** All lots shall be used for single family residential purposes except a home occupation which is carried on in the dwelling place and is incidental to the primary and principal use of a dwelling as a residence is allowed.

2. **Structures: Dwelling and Out Buildings:** None of the Lots in the subdivision may be used or improved for other than private residential purposes, and no more than one single family dwelling and garage and usual and necessary out buildings shall be erected, placed or maintained on any lots. All dwellings shall be of good quality, affixed to the land upon permanent foundations and aesthetically compatible with the other structures on said real property. With the exception of the existing dwelling located on Tract B, Certificate of Survey No.592705-R, Ravalli County, Montana, all single family dwellings shall have a minimum floor area, exclusive of basements, open porches, or garages, of 1200 square feet. New constructed homes only are allowed on the property. No modular or manufactured homes may be placed on the property. No mobile homes, or structures of a temporary character shall be permitted on the property at any time except unoccupied travel trailers and campers which are not unsightly may be stored on the premises in an unobtrusive location.

There shall be no more than two (2) out-buildings. Each such outbuilding shall conform in appearance with said dwelling house. Building materials on new construction shall be compatible with the other housing in the area. Use of unpainted metal siding or roofing is prohibited on any structure. Minimum residential house setbacks shall be 25 feet from road right-of-way or adjoining boundaries.

3. **Business and Industries:** No lot in the subdivision or building or improvement erected thereon shall at any time be used for the purpose of conducting any industry, trade, manufacturing or business of any description, or for hospitals, duplexes, apartment houses or any other multiple dwelling houses.

4. **Vehicle Parking:** Improvements on each residential lot shall provide for off-street parking and no motor vehicles shall be placed or parked so as to impede or obstruct pedestrian or vehicular traffic along any road easement within the Property. No heavy equipment shall be kept on the Property, except during periods of construction activity thereon.

5. **Sign control:** No signs, billboards, posters or other advertising devices of any kind or character may be erected or displayed upon any of the residential lots except for Declarant's subdivision promotion signs. Small real estate signs on lots identifying property for sale are allowed.

6. Fencing: Fences must be well constructed and neat in appearance.
7. Trash and Debris: No uncovered trash, debris, organic or inorganic wastes shall be permitted to accumulate so as to offend the senses on any Lot or in any easement adjacent thereto, but shall be promptly and efficiently disposed of. No dump ground or burial pit shall be used on any part of the Property. All lumber, metals, and bulk materials shall be kept, and stored in out-buildings or shielded from public view. Except building materials during the course of construction, or materials or substance used in reasonable agricultural activities and kept in reasonable and orderly manner.
8. Garbage: All garbage cans used in connection with any dwelling erected upon any lot shall have a cover sufficient to prevent the escape of any odors from such can, and shall be either kept in a garage or kept from view in an appropriate structure.
9. Machinery: No machinery or heavy equipment shall be placed or stored upon any lot except such farm machinery as is used in the maintenance of a private residence is allowed.
10. Junk Vehicles: Only licensed, operating vehicles of any kind will be allowed on the property. At no time shall abandoned equipment, machinery, or junk vehicles of any description be allowed on the property.
11. Sanitary Restrictions: The owner of every lot shall comply with all governing laws and regulations relating to water supply, septic systems and toxic waste disposal.
12. Noxious weeds: All lot owners are responsible to identify and eradicate all noxious weeds found on their property.
13. Maintenance of Lots and Improvements. All lots and all improvements thereon shall be kept and maintained by the owner hereof, in a clean, safe, attractive and sightly condition and in good repair. Only normal family living shall be allowed, and communal living in any form or to any extent is expressly forbidden.
14. Landscaping: All lots which are lived on shall have planted and maintained at least three trees of their choice within the first three years of occupancy.
15. Safety or Security Lighting: No light shall be emitted from any Lot which is unreasonably bright. No dusk to dawn security lights will be allowed.
16. Nuisance: No noxious or offensive activity shall be carried out upon any lot, nor shall anything thereon be done which may be or may become an annoyance or a nuisance to the neighborhood. No sound shall be emitted from any Lot which is unreasonably loud or annoying. No snowmobiles, motor bikes, and other off road vehicles may be used on the property in an annoying manner.
17. Animals and Pets: Dogs and neutered or spayed cats (not exceeding two (2) of each kind of animal), are allowed, however, they shall be maintained by each property owner in a reasonable manner such as not to interfere with the quiet enjoyment of other property owners. Persons owning pets are required to fence them in and to keep them from becoming nuisances to neighbors. Pets shall not be permitted to trespass on any other Owner's lot. All dogs having any blood line of a breed of Pit Bull, Rottweiler, Doberman Pinscher or wolf crosses are not allowed on the property. Sheep, swine, goats, chickens, ducks, geese and rabbits shall be permitted on said lots as long as they are used as 4-H projects

and kept on the property during the spring and summer months only. No commercial breeding, raising, training or boarding of any animals is allowed on any of the lots. Any dog that bites or injures anyone or person shall immediately be permanently removed from the Property. The keeping of pets which endanger or inconvenience the owners of other lots shall be considered a breach of these Covenants. Cattle and horses are allowed on each lot (not to exceed two (2) animals in any combination). However, lot owners are required to irrigate the property sufficiently to keep a green appearance from April through September. At no time shall the property be allowed to be defoliated to the extent that soil is exposed to view.

18. **Utility Lines:** All utility lines upon any Lot for the transmission of utilities, telephone service, the reception of audio or visual signals or electricity, and all pipes for water, gas, sewer, drainage, or other purposes, shall be installed and maintained below the surface of the ground. Satellite T.V. dishes are acceptable.

19. **Driveways:** No driveway shall be constructed in such a manner that it allows water to run from the property on to any road surface. Each land owner is responsible for installing suitable culverts at any and all driveway entrances to road easements. Small cattle guards may be installed in driveways to allow water to run from the driveway into the barrow pit along the edge of the road surface. Such cattle guard will also function the same as a culvert.

### **SECTION III: GENERAL PROVISIONS**

1. **Lots and Parcels of Property Benefitted:** The lots and parcels of property benefitted and subject to this Declaration of Protective Covenants are as described on the plat recorded with the Ravalli County Clerk & Recorder.

2. **Enforcement:** Any Owner, including Declarants, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by any Owner or Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Should any lawsuit or other legal proceedings be instituted by the Declarant or by an owner against any other owner who has alleged to have violated one or more of the provisions of this Declaration, and by wholly or partially successful in such proceeding, the offending owner shall be obligated to pay the costs of such proceedings.

3. **Severability:** Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions hereof which shall remain in full force and effect.

4. **Amendment:** These protective covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of any lot subject to this declaration, for a period of ten (10) years from the date these covenants are recorded. These covenants shall be automatically extended for successive ten (10) year increments. These protective covenants may be changed or altered in whole or in part with an instrument signed by the owners of seventy-five percent (75%) of all lots within the subdivision, agreeing to revoke or amend these covenants in whole or in part. Any changes shall be recorded with the Ravalli County Clerk & Recorder's office.

5. **Notices:** Any notices required to be sent to any person or entity under the provision of the declaration shall be deemed to have been properly given when mailed, postage prepaid to the last known address of the person or entity.

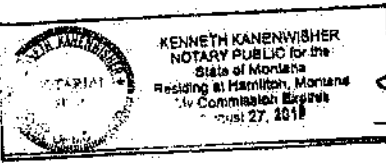
IN WITNESS WHEREOF, this document has been executed the day and year first above written.

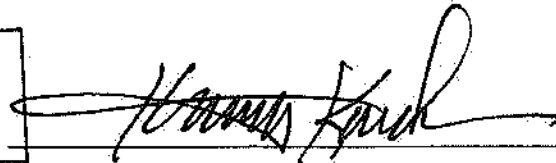
Dukelow Ranch Limited Partnership

  
By: Wayne H. Craw, General Partner


STATE OF MONTANA     )  
                                      ) SS  
County of Ravalli     )

This instrument was acknowledged before me on May 25, 2012 by Wayne H. Craw known or proved to me to be a General Partner of Dukelow Ranch Limited Partnership.

(seal) 



BITTERROOT VALLEY BANK

  
By: \_\_\_\_\_  
Its: Vice President

STATE OF MONTANA     )  
                                      ) SS  
County of Ravalli     )

This instrument was acknowledged before me on MAY 25, 2012 by Robert A. Thomas known or proved to me to be the Vice President of Bitterroot Valley Bank.

(Seal) 