

**PALISADES BASIN RANCHES
RESTRICTIONS AND PROTECTIVE COVENANTS**

S. E. Wogamon, Billings, Montana

TO THE PUBLIC:

WHEREAS, the above-named individual is the owner of the following described real property situated in Carbon County, Montana:

Certificate of Survey No. 987 on file and of record in the office of the Clerk and Recorder of Carbon County, Montana, at Red Lodge, Montana.

WHEREAS, said owner desires to place covenants and restrictions on the above-described premises for the use and benefit of herself, as the present owner, and for her executors, administrators, devisees and grantees:

NOW, THEREFORE, this declaration of restrictions and protective covenants is hereby made to apply hereafter to all of the above-described property, which restrictions and protective covenants shall run with the land:

1. No building shall be erected, altered, placed or permitted to remain on any site other than one detached single family residence, otherwise herein referred to as the main residence or dwelling throughout these restrictions and covenants.
2. Structures of a temporary character such as a trailer, tent, basement, shack, or outbuilding, shall be used on any lot at any time as a residence only temporarily and not permanently.
3. No main residence shall be erected or placed on any ranch site unless said residence has a ground floor area, exclusive of porches or garages, of more than 650 square feet.
4. All building construction shall be on permanent solid perimeter foundations. All buildings must have outside finish completed within a 10 month period after construction is started. All construction must comply with Carbon County Building Code.
5. "Boxed" or "sheet metal" construction shall be covered on the exterior with siding, brick, or other equivalent materials.
6. No more than three car garage which may be either attached or separate, and no more than one utility building will be permitted on any one site.
7. No ranch site may be used for open storage of property except that open storage of building materials will be permitted during construction not to exceed ten (10) months.
8. No garbage, litter, trash, or other kind of waste shall be allowed to accumulate on any ranch site or lot. All such refuse shall be kept in closed containers inside a residence, garage, basement or utility building and shall be promptly and regularly removed from ranch site and subdivision in a sanitary manner and in accordance with the rules and regulations of Carbon County Sanitarian and/or Carbon County Board of Health. No garbage, litter, trash or other waste will be permitted to be dumped in the canyon, creeks, proposed private lakes, or anywhere on the area. No polluting of creeks, streams or lakes shall be allowed.
9. No noxious or offensive activity of any kind shall be conducted upon any site, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood. The following are specific nuisances:
 - (a) Tanks of all types which are not properly shielded from view by fence or shrubbery or other acceptable means;
 - (b) Discharging of any kind of firearms, including firecrackers;
 - (c) Chimneys without fire arrestors permanently attached through which all smoke must pass; and
 - (d) Anything else that may be considered any annoyance and/or nuisance to other property owners in the subdivision.
10. No abandoned vehicles shall be permitted on any lot. A vehicle shall be considered abandoned if it remains non-operative for a period of three (3) months.
11. All vehicles shall be parked in such a manner that they will not be a nuisance to other ranch owners.
12. Snowmobiles, trail bikes, motorcycles, all terrain vehicles or any other such type of noisy vehicles shall be allowed to be operated on the subdivision during daylight hours only.
13. The operation of chain saws and/or other such noisy equipment will be permitted during daylight hours only.
14. No signs shall be displayed on any lot or ranch site exceeding four (4) square feet in area and there shall be no more than one sign per site.
15. No animals, livestock or poultry of any kind shall be housed, raised or kept on any lot or property, either temporarily or permanently, except that commonly accepted domestic household pets and pleasure horses.
16. There shall be no further subdividing or partial leasing of any site within the area covered by these covenants and as shown on the plat of Palisades Basin Ranches.

17. For the purpose of maintaining roads, traffic control, the park area and other areas owned in common by Palisades Basin Ranch site owners and all common community services of every kind and nature required and desired within the subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot on such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Palisades Basin Ranch Association and each of the lot owner, their heirs, executors, administrators and assigns, shall thereby covenant and agree to pay annually their prorata share of the costs thereof. Each lot owner's assessment in this regard shall be paid promptly when same becomes due and in the event of a failure to pay the same promptly when due shall constitute a lien upon the owner's lot and the same may be enforced in equity as in the case of any lien foreclosure. Such annual assessment shall accrue to the benefit of and may be enforced jointly and severally by the other property owners in the subdivision or by the Palisades Basin Ranch Association.

18. The developer shall appoint one or more persons to the Palisades Basin Ranch Association. After July 1, 1978 all privileges, powers, rights, and authority shall be exercised by and vested in Palisades Basin Ranch Association to be selected by the owners of a majority of the lots in the subdivision. No member of the Palisades Basin Ranch Association shall be reimbursed for his or her services on this committee.

19. Neither the Palisades Basin Ranch Association, nor any member, employee or agent thereof, shall be liable to any owner or tenant or to anyone submitting plans for approval, or to any other party by reason of mistake in judgment, negligence, or non-feasance, arising out of or in connection with the approval, disapproval or failure to approve any such plans or for any other action in connection with its or their duties hereunder. Likewise, anyone so submitting plans to the Palisades Basin Ranch Association for approval, by submitting such plans, and any person becoming an owner, agrees not to bring any action or suit to recover any damages against the Palisades Basin Ranch Association.

20. Ranch owners may not in any way sell or remove any material such as sand, gravel, top soil, or any surface or subsurface material that would result in a change of the appearance and/or level of the surface of any ranch site other than for normal construction of a home, garage, utility shed, without prior approval of the Palisades Basin Ranch Association.

21. These covenants and restrictions shall run with the land and shall bind all parties and persons claiming under them until December 31, 1985; after which time they shall continue in force and effect until a majority of the property owners shall vote to change such covenants and restrictions in whole or in part. Invalidation of any one of these covenants or restrictions by judgment or court decree shall not alter the remaining restrictions and protective covenants which shall remain in full force and effect.

DATED this 28th day of August, 1978
S. E. Wogamon
S. E. Wogamon

STATE OF MONTANA)

: ss.

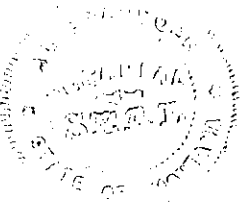
County of Carbon)

On this 28th day of August, 1978 before me, the undersigned, a Notary Public for the State of Montana, personally, appeared S. E. Wogamon known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

[Signature]
NOTARY PUBLIC FOR THE STATE OF MONTANA
Residing at Red Lodge, Montana
My Commission expires 11-7-78

STATE OF MONTANA,)
COUNTY OF CARBON) SS.
Office of the County Clerk & Recorder
I hereby certify that the within
Restriction was filed in my office on
the 30th day of August, A. D. 1978
at 10 o'clock AM and is recorded on
page 694 of book 67 of MISC.
records of Carbon County, Montana.
Attest my hand and the seal of
said County
TONY F. ZUPAN, County Clerk
Clerk and Recorder.
By *[Signature]* Deputy
Fees \$ 4.00



Recorded	✓
Compared	✓
Indexed	<i>[Signature]</i>