

After Recording Return To:
Chris Johnson
Worden Thane, P.C.
321 W. Broadway, Ste. 300
Missoula, MT 59802

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
TRACTS 1, 2, 3, 4, & 5 CERTIFICATE OF SURVEY NO. 1050**

THIS DECLARATION is made this ____ day of _____, 2022, by Meadow Creek Group, LLC, a California limited liability company registered to do business in Montana ("Declarant" herein) as the owner and holder of some right, title, and interest, both legal and equitable, in the real property ("Property") described as follows:

Tract 1, Tract 2, Tract 3, Tract 4, and Tract 5 of Certificate of Survey 1050, located in and being a portion of Sections 7 and 18, Township 6 North, Range 15 West, P.M.M., Granite County, Montana.

Declarant does hereby declare and set forth covenants, conditions, and restrictions to run with the Property as described above and as provided by law, which covenants, conditions, and restrictions shall be binding upon all parties and persons claiming an interest in any of the Property described above, and which covenants, conditions, and restrictions shall be for the benefit of and limitations upon Declarant and all future owners of the Property, and being for the purpose of providing reasonably necessary services and keeping said real Property desirable, uniform, and suitable for the uses specified herein, and protecting the value and attractiveness of the Property. Subsequent transfers of the Property described herein shall be subject to these covenants, conditions, and restrictions regardless of whether they are specifically referenced in any subsequent grant of said Property.

Article I. Covenants

1. Building Location. All building locations on the Property shall be as required by Granite County regulations, but in no event shall a structure be placed closer than 50 feet to a parcel

boundary, or any road that serves as access to the property, or any irrigation ditch, all as shown on the referenced COS No. 1050.

2. Subdivision. The Tracts subject to this Declaration may only be further divided once each, and such division shall also have the written approval of a majority of the Tract Owners, with each Tract having one vote, and which majority includes any Tract previously so further divided. Any such further division shall have a minimum tract size of five acres. No such further division shall create a violation of the set backs spelled out herein. Any Owner conducting such further division shall be responsible for any infrastructure and road or access upgrades as may be required by Granite County regulation, including road standards in place at the time of such subsequent division.

3. Access to Tracts. Access to Tracts 3, 4, and 5 shall be by Puller Gulch Lane, the "60' wide access road and utility easement" running West from North Rock Creek Road, and located on the boundary of Tract 3 and Tract 4, as shown and depicted on COS No. 1050. Access to Tract 5 shall further be by that "60' wide access road and utility easement for the benefit of Tract 5", running North across Tract 4 from Puller Gulch Lane, as shown and depicted on COS No. 1050. Tracts 1 and 2 shall have access direct from North Rock Creek Road. Additionally, all Tracts, in COS No. 1050, along with other property East of North Rock Creek Road, shall have the use and benefit of an interior roadway leading to public lands to the West of the COS No. 1050 Tracts, and which easement shall recorded as a separate document in conjunction with this Declaration. Tracts 3, 4, and 5 shall share in the maintenance obligation for the shared Puller Gulch Lane, with Tract 5 only obliged to support and share maintenance to the point the Tract 5 access road diverges from Puller Gulch Lane. Tract 5 will be solely responsible for the maintenance of the separate access road that serves that Tract, noting that Tract 4 may use that portion of that access road that lies on Tract 4. In the event Tract 4 accesses a dwelling or outbuilding by means of the Tract 5 access road, then the Owner of Tract 4 shall be responsible for shared maintenance of the portion of that road so shared. Tracts 1 and 2 will only be responsible for shared maintenance of Puller Gulch Lane in the event those Tracts use the easement identified in the separate recorded document as primary access to dwellings and outbuildings on those Tracts.

4. Driveways. All other internal Tract roads and driveways shall be constructed so as to not impair or impede the flow of irrigation water in the ditches crossing such Tracts. All such internal Tract roads and driveways shall be installed in a good and workmanlike manner, designed to be available for all season use, which includes appropriate design for load capacity, maximum grade, culvert use and drainage, and that will minimize runoff and erosion from such roads and driveways.

5. Animals, Livestock and Fencing. Agricultural uses, and the raising and maintenance of livestock and livestock husbandry is permitted on the Property, provided no feedlot may be established or operated, and the slaughter or processing of such livestock is prohibited except as is for the domestic use of the Tract Owner. Permitted animals are limited to typical livestock,

such as cows, horses, and poultry. Overgrazing to the extent that natural vegetation cannot be maintained is prohibited. All animals and livestock kept on the Property shall be adequately confined on their Owner's Tract, and shall be kept in a good and healthy condition. Fences for pasture and animal control purposes shall be installed and/or maintained if animals and livestock are kept on the Property. All such fencing shall include gates at appropriate locations to allow access to existing irrigation ditches by the appropriate agents of such ditch rights holders, who are permitted access for use and maintenance purposes. Perimeter or boundary fencing shall be maintained by all coterminous owners, pursuant to MCA §70-16-205 et seq. No animals, livestock, or pets shall be allowed to be at large, and off the Owner's Tract, except as specifically permitted by an adjacent Owner. Nothing herein prevents leasing for grazing purposes. Commercial kennels are not permitted on the Property, and Owners are limited to only six dogs. Kennels shall otherwise generally be screened or placed alongside an existing building or structure.

6. Business Use. Other than agricultural uses and practices as provided for herein, no manufacture or industrial use of the Property is permitted. Provided, home business use is allowed so long as such use does not result in a significant increase in traffic to the Property, and does not involve regular customer or client visits to the property. Nevertheless, the primary use of the property shall be rural residential.

7. Garbage and Refuse. The Property may not be used or maintained as a dumping ground for garbage. Trash, garbage, or other waste, excepting yard waste and livestock waste, shall not be kept except in sanitary containers of metal, plastic, or other suitable material, and having a sufficiently tight-fitting cover to prevent the escape of noxious odors and prevent entrance by animals. No garbage shall be disposed of by burning, and the burning of yard or other organic waste shall only be permitted according to Granite County open burning regulations. Any occupant of a residential dwelling on the Property shall either contract for or engage in regular garbage removal to permitted refuse collection sites.

8. Storage of Vehicles. The Property shall not be used for the storing or keeping of any inoperable or junk vehicles or equipment, unless such vehicle or equipment is being restored and in such case shall be kept in a garage or outbuilding so that it cannot be viewed from off the Tract. All other vehicles and equipment that are parked outside shall be kept or parked in a neat and organized manner. No vehicles or equipment may be parked or left in any shared driveway or roadway.

9. Mining. No mining or mineral removal activities are allowed by the surface rights Owners, including the removal of sand or gravel, except to the extent such removal is for landscaping purposes on the parcel, or associated with the development of buildings and driveways on the property.

10. Sewage Disposal. Any residential dwelling or occupied building constructed on the Property shall have a working sewage disposal system, approved by Granite County or other

appropriate governmental authority, and all such sewage disposal systems shall be maintained in a good working condition. Owners shall take into account the existence of canals, ditches, and water courses when locating sewage disposal systems and groundwater wells to insure existing canals, ditches, and water courses remain unaffected.

11. Noxious Activities. No noxious or offensive or illegal activities shall be carried out upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. Structures and Temporary Structures. No structure of a temporary character, shack, tent, teepee, or yurt may be used on the Property for human habitation either temporarily or permanently. No mobile home may be placed or used on the Property, unless stored within a garage or carport, nor may a mobile home be used as a permanent dwelling. Trailers or recreational vehicles may not be used as domiciles or residences in excess of 30 days per calendar year. Habitable residential dwellings must be stick-built on-site or a manufactured home as defined in MCA §15-1-101, and constructed or installed on a permanent foundation. All such dwellings shall have a minimum of 2,500 square feet of ground floor livable space, which does not include garages, carports, storage sheds, decks, porches, or breezeways. These provisions do not preclude the temporary use of a construction trailer as an office during construction. All Tracts are limited to a single habitable dwelling and three outbuildings, if the dwelling has an attached garage, and four outbuildings if the dwelling does not have an attached garage. Only one outbuilding may be plumbed for sewer and water and used as a habitable second dwelling (or containing a living space or apartment) and such sewer and water service to an outbuilding shall be as permitted by Granite County or other appropriate governmental authority. A second dwelling shall be limited to a maximum of 1,500 square feet if a single building, or 1,500 square feet of habitable living space if an apartment or other living space contained in an outbuilding. Otherwise, outbuildings may not be used for human habitation.

13. Completion of Structures. All new buildings commenced on the Property shall be completed to the point of finished exteriors no later than one year after construction is commenced, which event shall be defined as when excavation for foundation or utilities is begun. Completion of building interiors may occur over any time period. All installation of such buildings or improvements shall be done in a good a workmanlike manner, comporting with existing building codes.

14. Firearms and Fireworks. No fireworks of any nature may be ignited or discharged on the Property. Any shooting or target range established on a Tract may only be used by the Owner, and the Owner's immediate family.

15. Motorcycles. No track, course, jump, or hill climb of a temporary or permanent nature may be established or used for motorcycle or ATV riding. This provision is not intended to preclude general recreational riding of such vehicles, nor their use for transportation or maintenance purposes.

16. Irrigation Ditches/Water Bodies. No Owner may obstruct, impair, alter, encroach upon, or otherwise interfere with existing irrigation ditches, or any water courses that lie on the Property; provided, the holders of the water rights and canal or ditch easements may consent in writing to such alteration, encroachment, or impairment. Declarant reserves the right to sever or reserve existing water rights to the property in conveyances subsequent to this Declaration.

17. Living with Wildlife. Owners must accept the responsibility of living with wildlife and must be responsible for protecting their vegetation from damage, confining their pets, and properly storing garbage, pet food, livestock feed and other potential attractants. Owners must be aware of potential problems associated with the occasional presence of wildlife such as deer, elk, moose, bear, mountain lion, coyote, fox, skunk and raccoon. Contact the Montana Fish, Wildlife & Parks for brochures that can help homeowners “live with wildlife.” Alternatively, see the Education portion of FWP’s web site at www.fwp.mt.gov.

18. Weed Control. The owner of each Tract is responsible to maintain such Owner’s Tract in compliance with the Montana’s County Weed Control Act and any Granite County or local weed district noxious weed management plan. Owners are encouraged to contact the Granite County Weed Board for more information on methods of control. Owners shall revegetate any ground disturbance created by construction or maintenance with beneficial species at the first appropriate opportunity after construction or maintenance is complete.

19. Signs and Addressing. Owners shall provide addressing for their Tracts as may be required by Granite County or emergency service providers. Such addressing shall be at various points of access to dwellings located on Tracts sufficient to direct emergency responders. Such addressing should be of reflective materials and of a size to be readily visible from the approach road or highway. Signs advertising the sale or lease of the property are allowed on the Tracts, provided the same do not exceed 12 square feet in size. No other signs or advertising are otherwise allowed, provided signage identifying the property or Tract associated with entry statements is permitted. Political signs that comport with the above size requirement are permitted, but only for the 60 day period prior to the election to which they pertain.

Article II. Modifications

1. Amendment and Modification. These protective covenants, conditions, and restrictions may be modified or amended by the written approval of 3 of the 5 Tracts, or in the instance of a future division of a Tract or Tracts, by at least two-thirds of the Owners, with each Tract given one "vote." Such modification shall be in writing, and shall be recorded with the Granite County Clerk and Recorder.

Article III. Term, Enforcement, and Construction

1. Terms. These protective covenants, conditions, and restrictions shall be perpetual, and

shall run with the land according to their term, and shall be binding on all parties and persons claiming an interest in the property described herein.

2. Enforcement. The owners, and their respective successors and assigns shall have the right to enforce, by proceedings at law or in equity, the covenants, conditions, and restrictions imposed by this instrument, against any person or persons who have violated or who are attempting to violate any of the covenants, conditions, or restrictions contained herein, to enjoin or prevent them from doing so, to cause the violations to be remedied, and/or recover damages for any violations. The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result. All remedies provided for herein shall be cumulative. Any Owner violating any of the covenants, conditions, and restrictions contained in this instrument shall also be liable for attorney's fees to be fixed by the Court in favor of any party successfully bringing action based on such violation.

3. Severability. Invalidation of any of the provisions by a judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

4. Construction. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating and maintaining a semi-rural environment, suitable for rural residential occupancy and limited animal and agricultural related activities. Any failure to enforce any of the provisions contained herein shall not be deemed a waiver of any such provisions, nor of any right to enforce such provision in the future. Any provision herein found to be illegal or unenforceable shall not be deemed to impair or invalidate the remaining provisions herein.

IN WITNESS WHEREOF, the Declarant has executed the foregoing Declaration on the day and year first above written.

Declarant
Meadow Creek Group, LLC

David Sanson, Member

Lori Sanson, Member

