

DECLARATION OF RESTRICTIONS

FOR

CERTIFICATE OF SURVEY NO. 266

MEADOW DEVELOPMENT COMPANY, INC.,  
a Montana corporation, to

THE PUBLIC.

WHEREAS, Meadow Development Company, Inc., a Montana corporation, is the owner of all tracts in Certificate of Survey No. 266 situate in Carbon County, Montana, and

WHEREAS, the undersigned deem it to be to the best interests of the public and the ultimate owners of tracts situate within said subdivision, their successors and assigns, to impose certain restrictions upon the use of said property,

NOW, THEREFORE, the undersigned do hereby declare said property subject to the following restrictions:

PERIOD OF RESTRICTIONS

The restrictions hereinafter set forth shall be effective from the filing of this instrument in the office of the County Clerk and Recorder of Carbon County, Montana, until the 15 day of January, 1998.

PERSONS BOUND BY THESE RESTRICTIONS

All persons and corporations who now own or shall hereafter acquire any interest in and to any tract in said subdivisions, shall be taken and held to agree and covenant with the owners of the tracts, and with their heirs, devisees, trustees and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and as to the construction of residences and improvements thereon.

RESTRICTIONS

(A) All tracts in said subdivision shall be used solely for residential dwelling purposes.

(B) No structures shall be erected, altered, placed, or be permitted to remain in said subdivisions except single one or two family dwellings and private garages and one additional guest cabin per platted tract.

(C) The keeping or maintaining of cattle, swine, goats, sheep, fowl or other barnyard animals or livestock or poultry is prohibited in said subdivisions; however, this prohibition shall not prevent an owner of a tract from keeping saddle horses or other pets on said premises.

(D) No noxious or offensive trade or activity shall be carried on upon any tracts of said subdivision, nor shall anything be done thereon which shall constitute an annoyance or nuisance to the residential neighborhood.

(E) No trailer, basement, tent, shack, garage or barn in said subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence nor shall any trailer capable of being used as a dwelling be parked or located on any tract in said subdivision.

(F) No machinery, appliance or structure shall be placed or operated in said subdivision, the purpose of which is to facilitate the carrying on any trading, manufacturing or repairing business or selling any article of commerce.

(G) No permanent or extended parking of vehicles in the streets of said subdivision will be permitted.

(H) All toilet facilities shall be inside residential buildings and all sewage shall be disposed of only into septic tanks located on the platted tract being so served.

(I) No building or other structure shall be located nearer a boundary line of a tract on which it is located than 20 feet.

RIGHTS TO ENFORCE

The restrictions herein set forth shall run with and be appurtenant to the land and bind the present owner and its successors and assigns and any and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said tracts, their heirs, devisees, trustees and assigns, and with each of the owners of said tracts, to conform to and observe said restrictions as to the use of said tracts and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breaches committed during its, his or their seisin of, or title to said land; and the owner or owners of any of the tracts in said subdivision shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observation of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of the present owners, or the owners of any other tracts in said subdivision to enforce the restrictions herein set forth at the time of any violation thereof, shall in no event be deemed to be a waiver of the right to do so.

DATED this 18<sup>th</sup> day of NOVEMBER, 1964.

MEADOW DEVELOPMENT COMPANY, INC.

ATTEST:

By Arthur Miller, PRES.

Jeanne F. Miller, SEC. TREAS.

STATE OF MONTANA

County of Yellowstone

) ss.

On this 18th day of November, 1964, before me, a Notary Public for the State of Montana, personally appeared ARTHUR MILLER, known to me to be the President of MEADOW DEVELOPMENT COMPANY, INC., the corporation that executed the foregoing instrument and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

John M. Dietrich, Jr.  
Notary Public for the State of Montana  
Residing at Billings Montana  
My commission expires December 31, 1964

(Notarial Seal)

7 103233

Misc:

STATE OF MONTANA } SS.  
COUNTY OF CARBON }  
Office of the County Clerk & Recorder  
I hereby certify that the within  
Return was filed  
for record in my office this 18 day  
of Nov A.D. 1964  
at 11:55 o'clock A. M.  
Attest my hand and the seal of  
said County  
Frank Duvick  
Clerk and Recorder  
By Ugarty  
Fees \$ 0.00