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Land Development Solutions, LLC  
PO Box 194  
Columbus, MT 59019

THE DRIFTWOODS SUBDIVISION  
DECLARATION OF AMENDED COVENANTS, CONDITIONS, RESTRICTIONS  
AND RECIPROCAL EASEMENTS

THIS DECLARATION OF AMENDED COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS ("Declaration") is made as of this 27<sup>th</sup> day of March, 2008, by Properties West, LLC, P.O. Box 194, Columbus, Montana 59019 and Robert L. Reiter, 1828 Shay Road, Laurel, MT 59044 ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of The Driftwoods Subdivision, County of Yellowstone, Montana, according to the plat thereof on file and record in the office of the Clerk and Recorder of said County under Document No. 3448581, a portion land of the SE ¼ of Section 19, T 2S, R 24E, which exhibits by this reference are made a part hereof; and

WHEREAS, AN DECLARATION OF COVENTANTS, CONDITIONS, RESTRICTIONS, AND RECIPROCAL EASEMENTS DATED October 23, 2007, and applicable to the Subdivision was filed with the Clerk and Recorder of Yellowstone County under Document No. 3448588; and

WHEREAS, Declarant desires that The Driftwoods Subdivision be developed in conjunction with each other pursuant to a general plan of improvement to form a integrated development (sometimes hereinafter referred to as the "Development"), and further desires that said lots be subject to the covenants, conditions, restrictions and easements hereinafter set forth.

NOW, THEREFORE, Declarant does hereby declare that The Driftwoods Subdivision shall be subject to the following covenants, conditions, restrictions, easements, encumbrances contained herein:



DEFINITIONS; PURPOSES; ADDITIONAL PROPERTY

Definitions. In addition to the words and terms elsewhere defined in this Declaration, the following words and terms shall have the meaning set forth unless the context or use expressly indicates a different meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms defined herein.

- (a) "Owner" or "owner" shall mean the respective owners from time to time of fee record title to all or any portion of a lot.
- (b) "Restrictions" shall mean the easements, covenants, restrictions, liens, charges, obligations and benefits contained in this Declaration.
- (c) "Development" shall mean The Driftwoods Subdivision.

MISCELLANEOUS PROVISIONS

Covenants Run with the Land. Each Restriction on each Lot shall be a burden on that Lot, shall be appurtenant to and for the benefit of the other Lots and each part thereof, and shall run with the land. This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon each owner and those owners who respectively succeed them as fee owners to all or any portion of a Lot.

Effect of Declaration. Each provision of the Declaration, and any agreement, promise, covenant, and undertaking necessary to comply with each provision of this Declaration, any necessary exception or reservation or grant of title, right or interest to effectuate any provision of this Declaration:

- (a) shall be deemed incorporated in each deed, lease, or other instrument by which any right, title or interest in any portion of the Development is granted, devised, leased, or conveyed, whether or not set forth or referred to in such deed or other instrument; and
- (b) shall, subject to the provisions below, by virtue of acceptance of any deed, leasehold interest or other conveyance, or of any title or interest in any portion of the Development, by any owner, lessee, or other party, be deemed accepted, ratified, adopted, and declared as a personal covenant of such owner, lessee, or other party for the benefit of each owner of any portion of the Development.

Livestock. All animals or fowl, domestic or wild, such as horses, pigs, chickens, goats and cows are absolutely prohibited, except for a maximum of 2 dogs and 2 cats, within the boundaries of the subdivision. No livestock including domestic pet types shall be kept for breeding or commercial purposes on any lot or lots. All



lot owners are required to provide adequate fencing to control any animals within the property boundaries of their lot.

All animals shall be kept in suitable enclosures so as not to be a nuisance to other occupants of the area; provided, however, that their confinement is not in an inhumane or cruel manner.

Weed Control. That each owner of a lot or lots shall maintain said lot areas such that weeds do not exceed a maximum height of 6 inches. Each owner shall follow The Driftwoods Subdivision Weed Management Plan approved by Yellowstone County in the control of weeds.

Subdivision of Lots. No further subdividing of lot or lots will be allowed.

Maintenance. Each property owner shall provide exterior maintenance upon such tract and structures, to including painting and repairing the structures, maintaining the lawn and grounds, and not permitting refuse piles or other unsightly objects to accumulate or remain on the ground.

Nuisances. Nothing shall be permitted on said subdivision property, which is or may become an annoyance or nuisance to the other lot owners.

No trash, ashes obsolete materials or non-operating or non-licensed vehicles or portions of thereof may be allowed to accumulate in public view on any portion of the subdivision. All trash, or other refuse, can and containers in these lots shall be kept in garages or in enclosures such that they will be concealed from street view. No burning barrels shall be allowed on the premises.

All garbage shall be stored in containers of metal, plastic or other suitable materials which have sufficiently tight-fitting covers to prevent the escape of noxious odors and to prevent entrance by pets or wildlife. All burning of trash and garbage shall be prohibited.

Uses. No noxious or offensive activity shall be carried on nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No clotheslines are permitted.

Color: All homes, buildings, and structures shall be earth tone colors.

Setback Distances: All homes, buildings, and structures shall be constructed a minimum of 20 linear feet from all property lines.



Fencing: No fences shall be erected in any front yard except as is necessary to join a side yard fence to the residence. Fences shall be wood, vinyl or chain link. No barbed wire or woven wire will be permitted.

Signage: No signs, billboards, or advertising devices of any kind, except those used in any subsequent sale of the property conveyed within the subdivision, shall be placed or otherwise installed on any lot or building.

Landscaping: A minimum of 10,000 square feet of lawn shall be installed surrounding all dwellings and structures as required in the approved storm water drainage plans and specifications. Lawn and landscaping must be done during the first season available.

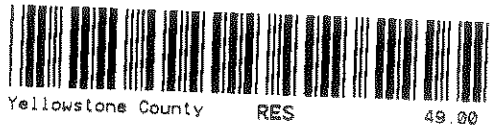
Irrigation: There shall be no overland flood irrigation or no water usage from any adjacent irrigation or drainages ditches. Adjacent irrigation and drainage ditches may pose a potential safety hazard and caution shall be the responsibility of each property owner.

Fires and Fire Safety. All wood burning equipment, including stoves and fireplaces, shall comply with all local and state laws and regulations. Barbecue pits shall be allowed provided that they are surrounded by a minimum of ten (10) feet of non-combustible material.

Fire and Casualty Damage. Any dwelling damaged by fire or other casualty must be removed for the premise or repairs commenced within one hundred twenty (120) days unless an extension of time for such removal or repair is granted by the Declarant.

Permissible Buildings/Structures. That all lots in this subdivision shall be used for new on-site stick built constructed single-family residential homes except for Lot 2 which shall be used for new on-site stick built constructed single-family residential home or a modular home meeting UBC, IRC standards. Manufactured homes and trailer homes shall be prohibited. All accompanying structures only, the term "residential purposes" as used herein shall be constructed to exclude duplex houses, apartment houses, and any other multiple dwelling houses. The only permissible buildings or structures on the lot or lots shall be the following:

- (a) Dwelling house with no more than one (1) residential unit herein. Each dwelling shall be constructed on-site or a modular home so that the floor area enclosed within the perimeter of the exterior walls, exclusive of basements, if any, shall be not less than;
  - 1) 1,200 square feet on the ground level of a one-story ranch style on-site stick built house or a minimum of 1,400 square feet on the ground level of a modular home;



- 2) 900 square feet on the ground (first) level of a two-story on-site stick built dwelling house;
  - 3) A total combined floor area of 960 square feet on the two highest levels of a split (multi) level on-site stick dwelling house;
  - 4) In determining the floor area, the attached garage, any porch, loft, terrace or patio shall not be included.
  - 5) All homes shall have an attached garage.
- (b) Lot 2 may have a modular home meeting UCB, IRC standards and shall meet the following requirements;
- 1) A minimum ground level floor plan of 1,400 square feet excluding attached garages, porches, lofts, terraces or patios.
  - 2) Shall have an attached garage.
  - 3) Shall be placed on a concrete foundation.
  - 4) A minimum of 5:12 roof trusses.
  - 5) Architectural shingles.
  - 6) A minimum of one roof dormer.
  - 7) Lap siding.
  - 8) A minimum of 12-inch eave and gable end overhang.
  - 9) 2x6 16" O.C. exterior wall framing.
- (c) An Architectural Committee established by the Association shall review and approval all homes, buildings, and structures prior to construction.
- (d) Any building will be completed with 365 days from the date construction materials are placed onsite and/or excavation has began.
- (e) Any septic tank or sewage or waste disposal system shall be installed and maintained at all times in compliance with standards established by the Montana Department of Environmental Quality and by any other governmental agency with jurisdiction.
- (f) Any well or water system shall be installed and maintained at all times in compliance with standards established by the Montana Department of Environmental Quality and by any other governmental agency with jurisdiction.
- (g) No structure shall be used for a dwelling until sanitary facilities and utilities have been permanently installed and siding is in place. No mobile home or trailer house may be used either as a dwelling or as an accessory building on the property, either permanently or temporarily. A camper trailer may be temporarily used for 365 days while building the residence.
- (h) Exteriors of all structures (utility building, garage, shop, or shed) shall match the main residence's color.

Enforcement. Failure to enforce any of the restrictions, limitations and covenants contained herein shall not in any event be construed or held to be a waiver thereof



