

PROTECTIVE COVENANTS

Parcels One (1) through Thirty (30) inclusive, SUNRISE RANCHES, Units I and II, being lands in Madison County, Montana, more particularly described in Certificate of Survey filed in the Office of the Clerk & Recorder, Madison County, Montana in Book 7 of Surveys, at Pages 493.

KNOW ALL MEN BY THESE PRESENTS:

That ROBERT D. HAITHCOX of Route 1, Box 63A, Sheridan, Montana (Declarant) is the owner of certain property described as SUNRISE RANCHES, as shown by the Plats thereof recorded in the records of Madison County, Montana. Declarant intends to sell, dispose of, and convey sites as set forth and delineated on such Plats, and desires to subject all of said lands and sites comprising said lands to the Protective Covenants, conditions, restrictions and reservations hereinafter set forth and referred to as "Covenants".

NOW THEREFORE, with prime consideration for the ecology and aesthetics of the property, Declarant does hereby establish a general plan for the protection, maintenance development and improvement of said lands and such covenants are for the mutual benefit of all sites now comprising said lands, and Declarant has fixed and does hereby establish the covenants upon said lands for the mutual benefit of the sites comprising said property of each owner thereof, and such covenants shall run with the land and shall inure to and pass with each and every parcel or site therein, and shall apply to and bind the respective owners, their successors and assigns.

Said COVENANTS are as follows:

1. Said land shall be used for residential purposes only. No business or commercial enterprise of any kind shall be conducted thereon. No building erected on said land shall be erected nearer than thirty (30) feet to any boundary along a street, or other boundary line of said lot.
2. Declarant will cause or have caused a non-profit association to be formed, the Sunriser Association, after fifty-one percent (51%) of all Sunriser Lots, (Being thirty (30) in number), have been sold, to administer the upkeep, grading and maintenance of the major traverse roads, utility easements, and the existing ranch fencing around the perimeter of the property; for the annual assessment, receipt and expenditure of monies through such entity. Annual association assessments will be paid by each property owner and in the event that such assessments are not paid they shall become a lien against the property.
3. Plans of all structures and other types of housing that are to be built or placed on the parcels must be approved by the Declarant. Declarant will have the right to grant exceptions to the architectural covenants contained herein. On the 1st day of January, A.D. 1993, unless sooner relinquished by the Declarant, the Sunriser Association shall automatically succeed to the rights, powers and duties of said Declarant regarding the architectural covenants contained herein.
4. Original parcels as set forth on the Certificate of Survey may be subdivided once only and then in parcels of no less than ten (10) acres each.
5. No main residential structure (i.e., on site constructed, prefabricated) shall be permitted on any lot, the habitable floor space of which, exclusive of basements and garages, is less than Six Hundred (600) square feet; and, only one main residential structure is allowed for each original or subdivided parcel.

6. Appropriate ancillary buildings with no minimum dimensions, in keeping with the architecture of the principal buildings, shall be permitted only upon the approval of the Declarant or the Sunriser Association.

7. Trailers, campers or comparable vehicles shall not be placed upon the premises for habitation, excepting the use of the same while the main residential structure is being built. Once the main residential structure is built, campers, trailers and other recreational vehicles may be parked upon the premises of the property owner but may not be used as a habitat.

8. All buildings erected upon the parcels shall be painted or stained on the exterior. No metal buildings, mobile homes, or metal roofs of any kind shall be placed or constructed upon the premises. All gates and cattle guards must be approved by the Declarant or the Sunriser Association.

9. Once construction shall have been initiated on any structure, including walls, fences, residence, ancillary buildings or other structure construction of that particular structure, wall, fence, residence, ancillary building or other structure shall be completed within two (2) years of the time such construction was initiated. Such time periods may be extended under unusual circumstances at the discretion and with the written approval of the Sunriser Association.

10. All original parcels of the Certificate of Survey are subject to a Ten (10) foot utility easement along each side of all tract lines not subject to road easements as set forth on said Certificate of Survey, and are subject to the placement, maintenance and repair of wells, pipelines, buried tanks, all electrical power lines, and other emplacement improvements for utilities to service all parcels.

11. Said parcels shall not be occupied or used for any noxious or offensive activity and nothing shall be done or permitted to be done on said lands which is a nuisance or might become a nuisance to the owner or owners of any of the surrounding lands, including the disposal of trash.

12. All zoning or other laws, rules and regulations of any government under whose jurisdiction said land lies are considered to be a part hereof and enforceable hereunder and all owners of said lands shall be bound by such laws, rules and regulations.

13. All owners agree to be bound by all rights-of-way, easements of prior instruments of record to include those which are apparent and presently existant as the same may course over and across the premises.

14. The keeping of livestock on the premises shall be permitted; however, if pigs or swine are raised they are not allowed within Two Hundred (200) feet of any tract boundary line or within Two Hundred (200) feet of any water line so as not to create a nuisance with adjacent property owners.

15. Enforcement of these covenants shall be by proceedings at law or in equity to restrain violations or to recover damages against any person or persons violating or attempting to violate any covenant, and the benefits of these covenants shall be enforceable by the Declarant and all owners of land divided from the Sunriser Ranch.

SUNRISER RANCH

By Robert D. Haithcox
ROBERT D. HAITHCOX, Owner

