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DECLARATION OF RESTRICTIONS

WHEREAS, LESLIE L. AUER and DIANA M. AUER, of Broadview, Montana, are the owners of certain real estate (collectively, the "Owner") located in Yellowstone County, Montana, more particularly described as follows:

Being a portion of the Town of Commanche located in the Northwest $\frac{1}{4}$ of Section 20, Township 3 North, Range 24 East, P.M.M., Yellowstone County, State of Montana, and being more particularly described as follows:

Land contained in the Town of Commanche, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 17083 as follows:

Block 2:	Lots 1 through 12 inclusive
Block 3:	Lots 1 through 24 inclusive
Block 4:	Lots 1 through 8 inclusive
Block 5:	Lots 1 through 12 inclusive
Block 6:	Lots 1 through 24 inclusive
Block 7:	Lots 1 through 24 inclusive
Block 8:	Lots 1 through 24 inclusive
Block 9:	Lots 1 through 10 inclusive
Block 10:	Lots 1 through 18 inclusive
Block 11:	Lots 1 through 24 inclusive
Block 12:	Lots 1 through 24 inclusive
Block 13:	Lots 1 through 24 inclusive
Block 14:	Lots 1 through 24 inclusive

And also being a portion of the Plat of Commanche Subdivision, Located in the Northwest $\frac{1}{4}$ of Section 20, Township 3 North, Range 24 East, P.M.M., Yellowstone County, State of Montana, and being more particularly described as follows:

Land contained in the Plat East Commanche Subdivision, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 43047 as follows:

Block 1:	Lots 1 through 24 inclusive
Block 2:	Lots 1 through 23 inclusive
Block 3:	Lots 13 through 34 inclusive
Block 3:	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, and 46
Block 4:	Lots 1 through 48 inclusive
Block 5:	Lots 1 through 48 inclusive
Block 6:	Lots 1 through 46 inclusive



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Block 7: Lots 1 through 46 inclusive
Block 8: Lots 1 through 48 inclusive
Block 9: Lots 1 through 24 inclusive
Block 10: Lots 1 through 23 inclusive

SUBJECT to all reservations, exceptions, restrictions of record, easements and right-of-way.

WHEREAS, the above-named Owner intends to place restrictions on the use and development of said real estate, hereinafter referred to as the "Tract," for the benefit of the present Owner and future owners of any of the lots (each hereinafter referred to as a "Lot") within the Tract.

NOW, THEREFORE, from this day forward this Declaration of Restrictions is made to apply to the Tract and each Lot therein as follows:

1. All present and future owners of any Lot within said Tract shall be taken and held to agree and covenant with the present Owner of said Tract, and with their successors and assigns, to conform to and observe these covenants, conditions, and restrictions.

2. Commercial use of any Lot shall be limited to the use of a home office or day care business that attracts fewer than four (4) cars per day.

3. The structures that are allowed to be erected, altered, placed, or permitted to remain on any Lot shall be a single-family dwelling not to exceed two (2) levels in height. Each dwelling shall be limited to three (3) bedrooms plus a home office, unless an enhanced septic system in relation to necessary lot size is approved by the county sanitarian. The dwelling shall not have a basement. The exterior of the dwelling shall be painted in an earth tone color. Galvanized steel may not be used for a siding or roofing material. No "A-frame" buildings shall be permitted.

4. Each dwelling shall have a double attached garage. Any attached garage must conform to the same architectural design and outward appearance as the dwelling.

5. Each Lot may have one (1) outbuilding (a/k/a utility building). The outbuilding must be constructed to be in harmony with other improvements located on the Lot, with similar material and color of siding and roof as used on the main residence except that the outbuilding may be made of steel as long as the color matches the residence. The outbuilding shall be kept in a good state of repair and shall not be allowed to become run down or an eye sore to the neighbors. The size of the outbuilding shall be limited as follows: on any Lot of less than 1½ acres in size, the outbuilding cannot exceed 30 feet by 40 feet at the base with a 16 foot sidewall and a maximum peak of 20 feet. On any Lot equal to or greater than 1½ acres in size, the outbuilding cannot exceed 30 feet by 60 feet at the base with a 16 foot sidewall and a maximum peak of 20 feet.



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Although water shall be allowed to be connected to any outbuilding, a sewer system connection requires county sanitarian approval.

6. Any dwelling erected on any Lot shall have a ground floor area of not less than 1,100 square feet, exclusive of garages, porches or similar additions.

7. No mobile homes or manufactured homes may be placed on any Lot. Modular homes may be placed on a Lot if it is permanently affixed to a permanent FHA approved foundation.

8. All structures shall be of new construction, and no old buildings shall be permitted to be moved onto a Lot. Once construction has begun on any structure, that structure shall be completed within twelve (12) months from the date construction began. No excavations, except such as are necessary for the construction of improvements, shall be permitted on any Lot until such time as actual construction of the dwelling is to begin, except that the owner may test the supply of water and may drill and excavate for that purpose, as well as to test for subsoil conditions, provided that such test sites are replaced to their original condition. In regards to Lots that are sold in areas where the roads are undeveloped, construction must begin within six (6) months after the road to said Lot is developed.

9. No dwelling or other improvements, including garages, utility buildings, barns, or other permitted outbuildings, shall be located less than thirty (30) feet away from any Lot line.

10. All power and telephone lines must be located below the surface of the ground.

11. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of whatsoever nature, of a temporary character, be used as a residence; provided, however, that vacation-type trailers, motor homes, boats and other recreational vehicles may be parked or permitted on the Lot if the same are parked to the rear of the Lot and not used for family living on the premises.

12. No inoperable or unlicensed vehicles of any kind, nor any parts thereof, shall be stored upon or allowed to remain upon any Lot, other than within a garage. No junk, trash, debris, or waste of any kind, shall be permitted to accumulate on any Lot or in any alley or street adjacent thereto, but shall be promptly and effectively disposed of, and said Lot shall not be used as a dumping ground or burial pit. Except on days garbage pick up is made, all trash and other refuse, cans and containers shall be kept in garages or in enclosures so that they will be protected from disturbance by wild or domestic animals and concealed from the view of streets and lots which are adjacent to the Lot on which the containers are located. No burn barrels shall be allowed on any Lot. No tanks for fuel, other than propane, and no tanks for water shall be allowed above ground level unless the same are concealed from view.



13. No portion of any Lot shall at any time be used for any noxious or offensive trade or activity, including the sale or usage of fireworks, and no such trade or activity, including the sale or usage of fireworks, shall be done thereon which becomes or may become an annoyance or a nuisance to others.

14. No signs, billboards, posters or advertising displays or devices of any kind or character shall be erected or displayed on any Lot, excepting mailbox or house numbers to identify the occupancy of a residence building. Signs advertising that a house is for sale are permitted.

15. No swine, pigeons, chickens, turkeys, goats, sheep, rabbits, cows, horses or other livestock shall be permitted on any Lot. No more than two dogs and no more than two cats are allowed per Lot. Absolutely no wild animals may be kept as pets. No animals for breeding or other commercial purposes shall be kept on any Lot. Any animal kennel on any Lot shall be used for personal use only. Any animal kennel on any Lot shall be specifically built for that purpose; homemade pens shall not be allowed.

16. All dogs and other pets must be restrained and kept from running off the Lot of their owner(s). Owners must remove any animal excrement promptly from their Lot and not allow it to accumulate.

17. Any septic tank or sewage or waste disposal system, and any private water supply systems, including wells, shall be located, installed and maintained at all times in compliance with standards established by the Montana State Board of Health and by any other governmental agency having jurisdiction, and the Tract shall be subject to sanitary restrictions and requirements as prescribed by the laws of the State of Montana, and by any other governmental agency having jurisdiction.

18. No clothes line poles, wires or devices for hanging clothes shall be erected outside of any home or building in any Lot, except that a retractable clothesline apparatus may be erected in the backyard of any home or building.

19. No Lot shall be subdivided into a small tract or lot.

20. No fence or hedge shall exceed four feet in height at any point within thirty feet from any presently platted or future street. Only decorative fencing shall be permitted in the development of individual residential lots. No barbed wire may be used on boundary fences.

21. No more than one Lot may be owned and rented by any person or entity under common control by any person.

22. No television or satellite dishes shall be permitted on any Lot unless the dish is no larger than one meter in diameter and placed in an inconspicuous location. No radio towers will be allowed on any Lot.



23. All owners shall be obligated to maintain their homes, garages, out buildings and yards so that they are clean, tidy, and in good repair. Owners shall not permit peeling paint, broken sidewalks or driveways, broken shingles, broken windows, or any other unsightly condition on their property. Lawns, and all other portions of each Lot, must be kept mowed and dead or dying trees or shrubs must be removed.

24. The invalidation of any of these restrictions by judgment or court order shall not affect any of the other provisions thereof, which shall remain in full force and effect.

25. The restrictions herein set forth shall run with the land and bind the present Owner, and their successors and assigns, trustees, grantees, and any and all other parties claiming by, through or under them, shall be taken to hold, agree and covenant with the owner of any Lot, their successors, assigns, trustees and grantees, to conform to and observe said restrictions as to the use of any Lot within said Tract and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding upon any corporation, person or persons, except to breaches committed during its, his, her or their seizin of title to said lands; and the owner or owners of any of the above described lands shall have the right to sue for an 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 owner in the above described subdivision to enforce the restrictions herein set forth at the time of any violation thereof, shall be in no event deemed as a waiver of the right to do so. The grantees of any Lot within said Tract, by the acceptance of a conveyance, covenant and agree to faithfully observe, abide by and conform to all of the conditions, covenants and restrictions herein set forth. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

26. These covenants and restrictions run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by at least eighty percent (80%) of the owners of Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

27. These covenants and restrictions may be amended if persons owning at least eighty percent (80%), in number, of all Lots vote in favor of the amendment.

IN WITNESS WHEREOF, the undersigned owner of said real property has executed the Declaration of Restrictions this 26 day of May, 2006.



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Leslie L. Auer
LESLIE L. AUER

Diana M. Auer
DIANA M. AUER

STATE OF MONTANA)
) ss.
County of Yellowstone)

This instrument was acknowledged before me on this 26th day of May, 2006,
by Leslie L. Auer and Diana M. Auer.

Carol Terpstra
Print Name: CAROL TERPSTRA
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires: 7-9-2009

