

RESTATED DECLARATION OF COVENANTS FOR EMIGRANT VISTAS SUBDIVISION  
 PARCEL 54 NORTH GLASTONBURY, CERTIFICATE OF SURVEY NO. 615A  
 AND MINOR SUBDIVISION PLAT NO. 379

THESE RESTATED DECLARATION OF COVENANTS, hereby made and entered into by William E. Smith, Owner of Parcel 54 Emigrant Vistas five tract minor subdivision, supersede and replace covenants on file and of record in the Office of Park County Clerk and Recorder as Roll 166 pages 1414 through 1418.

WHEREAS, the Owner of Parcel 54 of COS 615A in Park County, Montana has filed subdivision plat creating five (5) tracts on this parcel; and

WHEREAS, the Owner identified above is the owner of Parcel 54 of COS 615A and he desires to adopt certain covenants for the five subdivided tracts within this parcel.

NOW, THEREFORE, the following covenants and conditions are made to apply to the Parcel 54 minor subdivision, and are for the use and benefit of the owners of said tract. The parties hereto shall be the owners at any time of Tracts 54-A through 54-E of the Parcel 54 North minor subdivision, and are hereafter referred to as the "owners".

1. The Restated Declaration of Covenants for the Community of Glastonbury dated September 26, 1997 and recorded by the Park County Clerk and Recorder September 30, 1997 on roll 124 pages 548 - 653, together with all amendments and additions, are incorporated by reference, and shall apply to this subdivision as if included herein.
2. By order of the Park County Commissioners, no further subdivision of the tracts created by this subdivision is allowed, with the exception of Tract 54-C.
3. There shall be only one single family residence per tract, and the new residence constructed on each tract shall be kept back off the ridge lines, and located approximately within the area designated on the Subdivision Site Layout Map approved by the Department of Environmental Quality.
4. The owners of all properties within the minor subdivision shall control noxious weeds on their property and comply with the county approved weed control plan.
5. A homeowners association shall be incorporated for the Emigrant Vistas Subdivisions, and all owners of a tract of land created by minor subdivisions of Parcels 42, 54 and 55 North Glastonbury shall be members. The homeowners association may collect dues and special assessments from the owners to pay expenses incurred for roads maintenance, weed spraying, water system maintenance, etc. However, the developer is not responsible to pay any dues or assessments levied by the homeowners association for any unsold tracts which are on the market for sale.
6. The owners of all properties within the minor subdivision shall keep the road and access easements within the subdivision properly maintained and in good repair, shall make such repairs and improvements as shall be required from time to time to meet at least the minimum requirements of the Park County Subdivision Regulations, and shall keep all easements and roadsides free from noxious weeds, obstructions and encroachments.
7. All utilities shall be placed underground. The owners of each tract grant a 10 foot wide non-exclusive installation and access easement along the borders of each tract for possible future installation and maintenance of utilities.

8. The owners of all properties within the minor subdivision shall keep all water, sewer and utility systems and easements within the subdivision properly maintained and in good repair, shall make such repairs and improvements as shall be required from time to time to meet at least the minimum requirements of the Park County Septic System Regulations and any other applicable rules and regulations of Park County and the State of Montana. Improvements on each tract shall be maintained in a clean and attractive condition.
9. The owners of Tracts 54-A, 54-B and 54-C, and any legally subdivided lot of Tract 54-C within this minor subdivision, Tracts 42-A, 42-B, 42-C and 42-E within the adjacent Parcel 42 North minor subdivision, and any tract, or division of Parcel 53 North created by the developer of this subdivision, that have legal and physical access by easement from the easement designated on the plat as "60 ft.-wide Private Access and Public Utility Easement", and named Flying Eagle Drive, will each share equally in all required expenses for the maintenance, repair, improvement and other work on the subdivision road (including snow plowing and eradication of noxious weeds within the easement).

Each tract or lot served by this road shall have one vote in making all decisions regarding such maintenance, repair, improvement or other work on the subdivision road and 60 ft wide easement, and assessing costs and expenses to be paid equally by the property owners served by this road, with a majority vote being decisive on all issues. All votes will be in writing. The votes may be broken by referring the issue to the Emigrant Vistas Subdivisions Homeowners Association, its successors or designee. The costs and expenses shall not be in proportion to the amount of land owned or the amount of use made of the road.

10. Each individual owner of property identified in #9 above shall be responsible to pay in full for any and all damage they inflict or cause to be inflicted upon the subdivision road due to negligence, abuse, unauthorized or improper snow plowing, or the operation of heavy trucks, construction equipment or other vehicles not usually operated on the subdivision road.
11. The speed limit on the subdivision road shall be 15 MPH. All residents who regularly use the subdivision road are advised not to accelerate or decelerate quickly while driving a vehicle on the subdivision road in order to avoid wash-boarding of the gravel road surface.
12. The owners of Tract 54-E shall construct and maintain a private driveway access directly off of Pisces Way. The owners of Tract 54-D shall maintain the private driveway constructed through Tract 54-E to provide legal and physical access into this tract in accordance with the provisions of #6 above.
13. The multiple-family water system which is designed to serve nine (9) residences (4 residences within this subdivision, excluding Tract 54-C, and all 5 residences within Parcel 55 North minor subdivision) shall be operated and maintained, and expenses paid by the owners of the tracts served in accordance with the document entitled "The Multiple-Family Well and Water System Covenants Adopted and Executed by the Owner of Parcels 54 and 55 North Glastonbury".
14. The Owners of Tract 54-C acknowledge that the 100 ft radius zone of protection surrounding the multiple-family potable water supply well located on Tract 54-C extends onto their property as shown on the Final Plat for the subdivision.
15. Manufactured, modular or factory-built housing, as defined by applicable federal, state or county rules and regulations, may be erected on Tracts 54-D and 54-E within this minor

subdivision provided the house meets the following criteria. Houses constructed on all other tracts must be site-built.

- 15.1. Manufactured housing must be manufactured in accordance with Uniform Building Code, International Residential Code or Housing and Urban Development manufactured housing code.
  - 15.2. Houses must be a maximum of two (2) years from date of manufacture at the time of installation on a tract within the subdivision.
  - 15.3. Houses must be a minimum of twenty-four (24) feet wide outside face to outside face, excluding attached porches, decks or garages.
  - 15.4. Houses must have a ratio of length to width that does not exceed  $2\frac{1}{2}$  to 1, including extended roof, and attached garages, porches and decks. Therefore, a house with a nominal width of 24 feet could not exceed 61 ft in length outside face to outside face, including the extended roof and attached structures. This criterion does not limit the width of the residence including site-built additions constructed perpendicular to the long dimension of the modular home to create a nearly square footprint.
  - 15.5. Houses must have a minimum nominal floor area of 1000 sq. ft., excluding basements or attached garages. Therefore, the minimum dimensions of the manufactured house are nominal 42 ft long by 24 ft wide outside face to outside face.
  - 15.6. Manufactured houses must be erected on permanent foundations consisting of concrete, reinforced concrete and/or concrete masonry units, or treated wood and gravel configured to provide adequate and reliable support of the house and all dead loads, live loads and dynamic loads resulting from the house, contents, lateral soil loads, wind and earthquake. The exterior of foundation walls must meet Item 23 of these covenants.
  - 15.7. Exterior appearance of manufactured housing units must be in accordance with Items 24, 25 and 26 of these covenants.
16. No tract may be sold, transferred or conveyed to any tenant in common, other than to an immediate family member.
  17. The owners of all properties within the minor subdivision shall share the cost of maintaining common boundary fences with neighboring properties in accordance with applicable state laws.
  18. No livestock, swine and fowl shall be permitted on any tract within this subdivision. Individual livestock (except swine) and fowl animals may be kept on a tract as part of a 4-H or similar project conducted on a short-term basis for educational purposes.
  19. No more than two dogs older than six months shall be allowed on any tract within this minor subdivision. Any dog must be under control by fence, chain, leash or lead at all times.
  20. The owners of all properties within the minor subdivision shall be aware of the potential for ranching and farming activities on adjacent lands and recognize that practices associated with these activities may conflict with the peace and quiet of rural residential living. The owners and residents of this minor subdivision recognize the neighboring landowners' right to conduct

these ranching or farming activities, and that such agricultural practices should not be a matter of complaint to Park County officials.

21. Cottage industries can be operated within residences and accessory buildings within this subdivision in accordance with Section 5.08 of the Glastonbury Restated Declaration of Covenants provided the following provisions are met: 1) Activities must be conducted and storage maintained totally inside the residence or accessory buildings; 2) Activities must not produce noise, smoke, odors, hazardous wastes, excessive traffic, debris, unsightly conditions or eyesores; 3) Activities must not involve the use of chemicals that could result in contamination of air, ground or water, or use potable water in excess of the quantity normally allowed for a single family residence; 4) Activity must not produce domestic type wastewater in excess of quantities normally allowed for a single family residence or industrial wastewater that would require treatment beyond the biological treatment provided by a standard septic tank and drainfield.
22. No building materials or structures may be placed on any site, nor shall building work commence until written approval is received from the Developer of this subdivision and Glastonbury Project Review Committee.
23. All exterior foundation walls shall be covered with earth, stucco or wood. No more than 8" of exterior concrete foundation walls may be exposed vertically.
24. The exterior finishes of buildings constructed on these tracts shall be of natural materials such as wood, rock, brick, stucco and glass, and colored to blend with the environment. High quality imitation materials that have a natural look, such as vinyl siding, cement fiber board or composite wood are acceptable. The exterior construction of any building must be completed within six months after commencement of construction.
25. Minimum roof pitch on all residences shall be 5:12 excluding dormers and porch roofs. Roofing materials shall be Class A fire resistant, such as asphalt shingles or painted architectural metal. Galvanized metal roofing shall not be used. Styles and types should be selected to resist damage from wind. Pedestrian and vehicular areas should be protected from snow shedding where necessary due to roof pitch. This can be accomplished by secondary roofs, snow clips or snow fences on roofs.
26. Roof overhangs shall be a minimum of 12" beyond the face of the exterior wall in order to enhance the exterior appearance of the building and protect from excessive solar glare and heat gain during summer months.
27. Outbuildings, except greenhouses, shall match or compliment the color, siding and roofing material of the main residence. All detached buildings shall have a pitched roof design.
28. A garage capable of accommodating two cars and adequate household storage shall be constructed on any tract on which a residence exists. The garage shall be completed within ninety (90) days of occupancy of the residence.
29. In order to preserve the night time views of the sky, neighborhood and surrounding mountains, exterior lighting shall be subdued, and down lighting techniques installed. Outside lighting shall be limited to fixtures and bulbs which cast light downward toward the specific area on the individual property to be lighted, and effectively shield and minimize the horizontal spread of light to prevent excessive glare to pedestrians, vehicular traffic or neighboring properties. Spot lighting should be used only as needed to provide for safety or to enhance architectural

- appearance. In addition, lighting shall not remain on continuously through the night time hours.
30. Driveways and parking areas shall be concrete, asphalt or compacted gravel. Unconstructed two-track driveways to and parking areas around residences are not allowed due to the increased wind erosion of topsoil, channeling of sediment to developed roads by stormwater runoff, and the eyesore created.
  31. Grading cuts and fills shall blend into the surrounding natural terrain. Any retaining walls and cribbing shall utilize natural-looking materials such as wood timbers, rocks, textured reinforced concrete or masonry units, and be designed to resist all applicable loads. Slope of cut and fill banks should be constructed to avoid erosion and promote revegetation and should be limited to a slope steepness of 3 horizontal to 1 vertical.
  32. New drainage patterns created by development on a tract must be consistent with overall existing drainage patterns for the subdivision. Runoff from roofs, graveled and pavement areas shall be directed to natural or improved drainage channels or dispersed into shallow sloping vegetated areas. The reduction of potential erosion and control of any flow of sediments shall be of particular concern.
  33. All signs shall have written approval of the Emigrant Vistas Subdivisions Homeowners Association and the Glastonbury Landowners Association. All permanent signs shall be constructed of natural materials such as wood or rock and landscaped to soften the visual impact.
  34. No unsightliness shall be permitted on any parcel. Without limiting the generality of the forgoing: (a) All unsightly structures, facilities, equipment, objects, and conditions shall be enclosed within approved structures or screened from view; (b) Trailers, trucks (other than pickups in operational condition), boats, tractors, vehicles (other than automobiles in operational condition), campers not on a truck, snow removal equipment, or maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view, except that recreational vehicles may be parked not over twenty (20) feet from side of garage or storage building; (c) Refuse, garbage, and trash shall be kept at all times in a covered container secured to prevent being over turned by the wind.
  35. All LP gas tanks shall be screened from view by burial, fencing or some other creative manner that does not combine combustible materials in close proximity to the tank or cause an explosion hazard.
  36. Amendments to these covenants may be made with the approval of the owners of at least four-fifths of the tracts, lots or other legal divisions thereof. In addition, amendments to items 1, 2, 3, 4, 5, 17, 18, 19, 20, 24 and 29 of these covenants, which address specific provisions required by the conditions of preliminary approval originally set forth by the Park County Commissioners must receive the approval of the Park County governing body prior to being filed with Park County Clerk and Recorder, and taking effect.
  37. These covenants shall run with the land and shall inure to the benefit of and be binding upon the heirs, executors, beneficiaries, successors and assigns of the owners. All rights and responsibilities of the parties as set forth herein shall be an appurtenance and/or burden upon the tracts within the Parcel 54 Emigrant Vistas subdivision.

38. The owners may enforce these covenants through legal proceedings at law or in equity. If legal action becomes necessary to enforce any terms of these covenants, the prevailing party shall be reimbursed its costs, expenses and legal fees by the party not prevailing.

*William E. Smith*  
William E. Smith, Parcel Owner

STATE OF MONTANA )  
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County of Park )

This instrument was acknowledged before me on the 4<sup>th</sup> day of September, 2003  
by WILLIAM E. SMITH.



*Cindy S. Kilwine*  
Notary Public for The State of Montana  
My commission expires: 7/29/2007  
*Residing at Emigrant*  
*Cindy S. Kilwine*

**310323 Fee: \$ 36.00 Roll 194 Pg 475-480**  
PARK COUNTY Recorded 09/04/2003 At 04:14 PM  
Denise Nelson, Clk & Rodr By NB  
Return to: WILLIAM E. SMITH PO BOX 78  
EMIGRANT, MT 59027

SID 379