

Pine Bay # 2  
PF 2568  
1-26-72

RESTRICTIVE COVENANTS - PINE BAY PLAT NO. 2,  
LOCATED IN S½SE¼, SECTION 15, AND N½NE¼, SECTION 22,  
TOWNSHIP 36 NORTH, RANGE 28 WEST, LINCOLN COUNTY, MONTANA

WHEREAS, the undersigned are the owners of all of the land encompassed within the subdivision designated "Pine Bay Plat No. 2", and as to which a plat is presented herewith to the Clerk and Recorder of Lincoln County, Montana, for filing; and

WHEREAS, it is deemed desirable to impose certain restrictive covenants on the use and occupancy of the land contained in said subdivision;

NOW THEREFORE, the following restrictive covenants are hereby declared and established, to run with the land included in said subdivision. All persons, associations and corporations and other legal entities who acquire title to or any interest in any of said lands, shall, by accepting such title or such interest, accept such covenants and shall, together with their successors and assigns, be bound thereby. By so accepting they shall have covenanted with all other owners of title to or interest in said land to adhere to these covenants:

1. The lots within said subdivision shall be for residential uses or commercial uses. Lots 47, 63, 64 and 65 are hereby designated as being for commercial uses, and all other lots shall be for residential uses.
2. The lots designated for commercial uses may be used for the conduct of business enterprises of a retail or service nature that will not unreasonably interfere with the residential character of the area or cause water or air pollution problems, unreasonable noise levels, or have any other effect that will interfere with the peaceful possession and enjoyment of their property by the residents of the other lots. Permissible uses shall include but shall not be limited to automotive service stations, grocery and general goods stores and campground facilities, provided however that no campground may permit the parking of trailer or mobile homes except for intermittent vacation-length periods. Lot 63 may be used as a mobile home park. Commercial lots shall be restricted by all other covenants contained herein except those contained in Paragraph 8.
3. Lots designated for residential use shall be used for residential purposes only and shall be bound by all of the following restrictive covenants.
4. No lot except commercial use lots shall be further subdivided.
5. All buildings and other improvements shall be constructed on permanent type foundations and finished on the exterior with customary materials and painted, stained, or otherwise weather-sealed as appropriate to the material.
6. Exterior finish shall be completed within one year of the commencement of construction, and no structure shall be regularly occupied for residence purposes until exterior finish is complete.
7. Trailer homes and other structures originally erected on a metal frame equipped with axles and wheels for transportation, are

prohibited except that a trailer home may be used for residence purposes during the construction of a permanent residence, for a period of not to exceed eighteen (18) months.

8. Not more than one residence structure and one additional guest house and one storage or garage building shall be constructed on each lot.

9. No rubbish, trash, garbage, wrecked or disabled vehicles or parts thereof, or other unsightly material, shall be dumped on or left on any part of any lot.

10. An easement is retained along all roadways and all areas within five (5) feet of each boundary line for the installation and servicing of utilities, which easement shall inure to the benefit of each utility providing service in the area.

11. Each family unit shall be entitled to have one dog and one cat as pets, but reasonable precaution shall be taken to confine said pets to the lot occupied by the family. No livestock or fowl shall be kept or maintained on the premises.

12. All sewage and waste disposal systems will comply with the standards established by state and local agencies, and will be maintained so as to prevent noxious odors or any other inconvenience or interference with adjoining properties. No waste water of any kind shall be permitted to drain onto the surface of the ground.

13. All garbage and trash shall be kept in airtight containers suitably protected from being tipped or scattered by dogs or other animals and shall be transported to a dump facility not less frequently than twice a month. No garbage shall be burned in outside incinerators, burning barrels, or open fires.

14. No advertising signs or advertising displays shall be erected anywhere on the premises except such as relate to businesses located on the premises encompassed by this plat or subsequently filed Pine Bay plats.

15. Enforcement of Covenants. It is the purpose of these restrictive covenants to provide a uniform plan of development of the lots included in said subdivision for the benefit of each lot, and the owner of any lot or the grantors or any combination thereof, may bring action to enforce these covenants. An action to enforce these covenants may seek injunctive relief, damages, and any other relief provided by law.

16. Duration and Amendment. These covenants shall remain in full force and effect until terminated by a written instrument executed by the owners of more than 65% of the lots and duly acknowledged and recorded. Amendments to these covenants may be accomplished by the recording of a written declaration of amendment executed by the owners of more than 65% of the lots and duly acknowledged.

17. Severability. Each of the covenants herein contained shall be severable from the other covenants, and in the event any covenant shall be declared invalid by judicial action, such invalidation shall in no way affect the remaining covenants and restrictions, which shall remain in full force and effect.

Pine Bay #2

Dated this 26<sup>th</sup> day of January, 1972.

Robert B. Sterling  
Richard S. Clarke  
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STATE OF MONTANA )  
                          ) ss.  
County of Beaver )

On this 26<sup>th</sup> day of January, 1972, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Robert B. Sterling and Richard S. Clarke

known to me to be the persons whose names are subscribed to the foregoing Restrictive Covenants - Pine Bay Plat No. 2, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate above written.

Richard S. Clarke  
Notary Public for the State of Montana  
Residing at Beaver, Montana  
My Commission expires May 24, 1973