

**SHEEP MOUNTAIN RANCH
DECLARATION OF COVENANTS
PHASE II**

This Declaration of Covenants is made this 1 day of November, 2004, by the undersigned owners ("Owners") of the real property described herein.

WITNESSETH:

WHEREAS, the Owners desire to create a development for single family dwellings of unique design and construction on lots consisting of either 20 acres or a half of a quarter of a quarter section; and

WHEREAS, the Owners have created these covenants and have imposed them on the land at the beginning of the project to prompt harmonious development; and

WHEREAS, the Owners will record these covenants in the permanent real property records of Carbon County, Montana, in order to protect and preserve the natural beauty, topography, vegetation and wildlife of the development known as Sheep Mountain Ranch;

NOW, THEREFORE, in consideration of the premises, the Owners, for themselves, their heirs, and their successors and assigns, hereby impose these covenants on the real property described as follows:

Township 6 South, Range 19 East, Carbon County, Montana:

Tract 2 and 3 Certificate of Survey 2066 Sheep Mountain Ranch

The covenants applicable to the real property described above are the following:

1. No noxious or offensive activity shall be conducted on any lot nor shall anything be done thereon which may be on or may become an annoyance or nuisance to the development.
2. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste.
3. A lot is defined as either a 20 acre tract or a half of a quarter of a quarter section. No lot may be divided into smaller parcels.
4. No structure of a temporary character, basement, tent, yurt, shack, shed, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Camping with a tent or camper trailer shall be permitted on temporary basis, not longer than one month and must be removed after this period. No structures designed to facilitate use of a camper trailer or tent will be allowed. No old or second hand buildings which are to serve in any capacity shall be moved onto any lot. No junk or inoperative cars are to remain parked on any lot for more than ten days. Camp trailers, campers, boats and boat trailers may be kept on the lot, not to exceed one of each, but may not be used as a residence.
5. Only one residence is permitted per lot and only one guest home is permitted per lot.
6. Chimney design and construction of each dwelling shall be such that it provides for and contains a spark arresting device.
7. A frame structures, cubical structures, modular structures, underground structures (except for root cellars), trailer home and dome structures are prohibited as residences or for any other use or purpose.
8. No pigs, goats, or sheep can be kept on the lots. No non-domestic animals are allowed such as bears, lions, etc. Owners must keep pets and livestock on their respective land.
9. Cottage industry and recreational use shall be allowed. No other type of commercial or quasi-commercial use shall be allowed. No commercial signs shall be allowed. Cottage industry means a commercial activity that is contained within the home and where the product is marketed elsewhere.

10. All on-site construction shall be completed within one year from the start thereof.
11. No mercury style or bright night lights allowed.
12. No hunting will be allowed on the development. Owners are encouraged to protect and promote the natural occurrence of wildlife.
13. These covenants shall run with the land for 20 years and shall automatically renew for an additional 20 years unless 70% of the recorded lot owners sign and record an instrument to the contrary (each lot will get one vote). These covenants may be changed in whole or in part by at least 70% of the recorded lot owners. In any action for the enforcement of these covenants, the prevailing party shall be entitled to reasonable cost from the losing party, including attorney's fees.
14. The owners of Sheep Mountain Ranch described above will elect a president every year to assist with the enforcement of the covenants. One vote will be granted per lot.
15. Control of noxious weeds, as defined by Montana statute or regulation, will be the responsibility of the landowner.
16. No commercial farming is permitted. Gardens for personal use are allowed.
17. If a parcel is split or subdivided, all covenants apply to the newly formed lots.
18. All utilities must be buried and placed along access easements.
19. If one of these covenants is overruled, the others still are enforceable.
20. Each owner has the obligation to advise any renter or tenant of property belonging to such owner of the existence and application of these covenants.
21. It is the individual lot owner's responsibility to obtain permits and install water, septic systems and utilities in accordance with local and state regulations.
22. No fences, cattle-guards, or gates of any type can cross easements.

23. These covenants specifically prohibit permanent outhouses and/or privies on any of the lots.

IN WITNESS WHEREOF, the Owners have executed these covenants on the day and year first above written.

ROBERT MICHAEL BRANGER

STATE OF MONTANA)

: ss.

County of Carbon)

This instrument was acknowledged before me
on _____, 2012, by ROBERT MICHAEL BRANGER

Printed Name: _____

Notary Public for the State of Montana

Residing at _____

(NOTARIAL SEAL)

My Commission Expires: _____

(month, day, and four-digit year)