

## PROPOSED NEW COVENANTS FOR TREASURE STATE ACRES

Whereas, the owners of lots in Treasure State Acres, a subdivision of Lewis and Clark County, Montana, have previously filed plats on those lots with the county clerk and recorder, and

Whereas, the owners desire to place restrictions on use of those lots for themselves and future owners,

Therefore, these covenants and conditions are made to apply to all properties within Treasure State Acres including the Jones Minor Subdivision, Treasure State Acres Units 1 through 5, Capital Mobile Estates, and Treasure State Acres First Addition.

All persons or corporations who now or shall in the future acquire any interest in property in the above described subdivision shall conform to and observe the following restrictive covenants and conditions. These restrictive covenants and conditions are designed to provide a uniform plan for development and ongoing maintenance of Treasure State Acres.

1. Lots shall only be used for single-family homes and accompanying outbuildings. Homes may be rented as single-family housing only, not divided into multi-family units.
2. No manufacturing, commercial, industrial or related enterprises shall be carried out on any lot. Home offices *are allowed as long as they don't post signs or have regular onsite clients or customers who come and go throughout the day and take up neighbor's parking spots.*
3. Single-family homes erected on any lot shall not be higher than two stories above ground. Garage, attached or detached, may hold up to three vehicles. Each lot may have up to two outbuildings or sheds. Except in Capital Mobile Estates, mobile homes or trailers cannot be used as residences.
4. The construction of any new residence or the *major* renovation of an existing structure and any new or replacement fences or exterior walls shall be approved by the Home Owners Association Board of Directors, which may consider the quality of workmanship and material and harmony of external design with existing structures and location in relation to topography. *Major renovation means physical changes to a structure that extend its useful life and cost more than 20 percent of of the appraised value of the structure to be worked on. The HOA is not concerned about interior renovations, but about exterior renovations that affect the property's appearance or its proximity to property lines.*
5. Homes shall have at least 900 square feet of area on the ground floor and shall not be occupied until the exterior is substantially finished.
6. All permanent structures shall be at at least 20 feet from the front lot line of the adjoining, 10 feet from an interior side lot line and 5 feet from rear lot lines. An exception is Capitol Mobile Estates, where no structure can be closer than 20 feet from the front of the lot or closer than 5 feet from the side lot line. For purposes of this provision, fences are not considered structures.
7. Easements for the installation and maintenance of utilities are reserved at the rear of each lot, *ranging from 10 feet to 20 feet, depending on what is called for in the plats for deeds to each property.*
8. *No noxious or offensive activity including a public or private nuisance is allowed on any lot. A nuisance is defined by Montana Code Ann. §27-30-101, which says in part: "Anything that is injurious to health, indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property..."*
9. No temporary structures such as tents shall be used on any lot as a residence, garage, or the like, nor shall garages or sheds be used as residences.
10. Signs shall not be displayed for public view on lots except for signs of a maximum of 5 square feet in size and 30 inches in height advertising a home for sale or rent displayed while the home is actively for sale or

rent, promoting a non-commercial civic event, or promoting or opposing candidates or ballot measures. Signs promoting non-commercial civic events or promoting or opposing candidates or ballot measures may be displayed up to 45 days prior to the event or election and must be removed within five days after the event or election.

11. No livestock, poultry, or animals of any kind except dogs, cats, or other typical household pets shall be raised or kept on any lot. Pet waste shall be removed in a timely manner.
12. No trash or junk or inoperable vehicle shall be kept or maintained on any lot unless enclosed in a garage. An inoperable vehicle is any self-propelled vehicle that has not been operated for 60 days or more. Residents shall not park RVs, boats, or trailers on the street for more than 24 hours between December 1 and April 30.
13. Residents shall keep garbage in covered sanitary containers, and *attempt to screen it* from public view except on trash pick-up days.
14. *At any given intersection, property owners who live at those intersections are not allowed to have fences, walls, hedges, shrubs or any other obstruction that would prevent motorists from coming to a stop and seeing other motorists at least 150 feet down the streets in either direction.*
15. No owner or occupant shall construct or maintain their own sewer or water system. This prohibition does not apply to homeowners who installed their own wells before these covenants were adopted.
16. All exterior lights shall be of 10,000 lumens or less and shall be shielded light fixtures that emit light downward only.

These covenants shall be binding on all parties for 30 years from the date they are recorded, after which they shall be automatically extended every 10 years unless two-thirds of the property owners petition to change the covenants.

All structures in compliance with previous covenants at the time said structures were erected are considered in compliance and shall not be subject to enforcement action. However, any modifications to existing structures shall be done in compliance with these covenants.

Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions in these covenants.

All property owners and property occupants within Treasure State Acres, including renters and guests, are held to be responsible for knowledge of and compliance with these covenants.

The Treasure State Acres Homeowners Association reserves the right to take all legal action necessary to enforce these covenants, up to and including civil litigation, in which case, the substantially prevailing party shall be entitled to costs and reasonable attorney fees. *This does not prevent individual property owners from taking civil action on their own behalf to enforce the covenants.*

These covenants do not excuse compliance with or supersede any other applicable state or county regulations.