

TREASURE STATE ACRES SUBDIVISION RESTRICTIVE COVENANTS

INTRODUCTION: Prepared for the use and information of Treasure State Acres Homeowners by the Treasure State Acres Homeowners Association.

Following covenants and conditions apply to TREASURE STATE ACRES, units number 1, 2, 3, 4, and 5, and the JONES MINOR SUBDIVISION. Covenants for Capital Model Estates and Treasure State Acres unit number 2 follow. Legal descriptions of said tracts are included in and in the respective covenant filings on file at the office of the Clerk and Recorder of Lewis and Clark County. For purposes of this summary and consolidation, maps are attached in lieu of legal descriptions.

As the covenants for each TSA unit and the Jones Minor Subdivision are similarly written, the general text of each covenant is presented first followed by specific references, if any, to deviations from the language contained in the general text. Deviations are referred to immediately following the general text and are identified by subdivision unit as follows:

TSA1	Treasure State Acres Unit 1
TSA3	Treasure State Acres Unit 3
TSA4	Treasure State Acres Unit 4
TSA5	Treasure State Acres Unit 5
JMS	Jones Minor Subdivision

All persons or corporations who now or shall hereafter acquire any interest in and to any of the above described property shall be taken and held to agree and covenant with the owners of the lots in said tract and with their heirs, successors and assigns, to conform to and observe the following restrictive covenants as to the use thereof.

These restrictive covenants and conditions are designed to provide a uniform plan for the development of the whole of said tract.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed two stories in height above ground. Private garages for not more than three cars will be permitted and may be attached or detached. In addition to a garage, each lot shall be permitted to have not more than one other outbuilding to be used as a tool or storage shed. All buildings on lots shall be newly constructed and no trailer or mobile homes shall be allowed on any lots for use as a residence.

TSA1	Private garages allowed for not more than 2 cars; 2 outbuildings are permitted with no reference to use; language regarding newly constructed buildings and prohibition of trailer or mobile homes is not present.
TSA3	Private garages allowed for not more than 2 cars.

2. No building shall be erected, altered or placed on any lot until the construction plans and specifications and plan showing the location of the construction have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval shall be as hereinafter provided.

3. No dwelling shall be permitted on any lot with ground floor square footage less than that set by the Architectural Control Committee from time to time nor shall the quality and size of the dwelling and lot be less than the minimum set by said committee from time to time, it being the intention and purpose of this covenant to assure that all dwellings shall maintain property values and afford protection to other property owners from the encroachment of dwellings below the standards of residential character originally desired. The ground floor area of the main structure, exclusive of open porches and garages shall, in no event be less than 900 square feet.

4. No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior side lot line nor located nearer than 10 feet to the rear lot line. For the purposes of this covenant, steps and open porches shall not be considered as a part of a building.

TSA1	25 feet to front lot line; 5 feet to rear lot line.
TSA3	25 feet to front lot line; 5 feet to rear lot line.

5. Approval of architectural plans, character and quality of residential dwelling and location on lot is reserved to the Architectural Control Committee. The Architectural Control Committee shall consist of 5 members and shall be selected as follows:

Until such time that the developer, Normont Development, Inc. or its successors in interest have sold 80 percent of the lots in the subdivision, the Committee shall be Normont Development, Inc. or their appointed representative.

After 80 percent of the lots in the subdivision have been sold by Normont Development, Inc. or its successors, the committee shall consist of 5 members, 4 of whom shall be selected by vote of the owner residents of the subdivision and 1 member appointed by Normont Development, Inc.

TSA1	The above language is not present. Reads as follows: No lot shall be subdivided except by the undersigned (Treasure State Acres, Inc., by Thomas J. Allen). When so subdivided, the interior or side lot line so created shall be that of the subdivided lot or lots and not those as shown on the official plat. The plat shall not be construed as a representation or commitment as to the minimum or maximum lot size or position in the tract. Approval of architectural plans, character and quality of residential dwelling and location on lot is reserved to the Architectural Control Committee.
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TSA3	Substitute any reference to Normont Development, Inc. with Treasure State Acres, Inc.
TSA4	Substitute any reference to Normont Development, Inc. with Treasure State Acres, Inc.
JMS	Substitute any reference to Normont Development, Inc. with V. L. Jones; the committee shall consist of three members, 2 of whom shall be selected by vote of the owner residents of the subdivision and 1 member appointed by V. L. Jones.

6. Easements for the installation and maintenance of utilities are reserved over 10 feet of the rear and side lot lines of all interior lots and over the rear 20 feet of all exterior lots. Within these easements, no structure, planting or other material shall be so placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

TSA1	First sentence reads: ... over the rear 5 feet of each lot.
TSA3	First sentence reads: ... over the rear 15 feet of each lot.
TSA4	First sentence reads: ... over the rear 10 feet of each lot, except lots 1-13 in block 35 which require a 20 foot easement.
JMS	First sentence reads: ... over 10 feet of the rear lot line and 15 feet along the south lot lines of all interior lots.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which is of such a nature or character that it is, may be, or may become a nuisance to the neighborhood.

8. No structure of a temporary character, trailer basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot; one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. No livestock, poultry, or animals of any kind except dogs, cats or other household pets shall be raised, bred, or kept on any lot, provided further that any animal so kept must be confined to the owner's premises at all times or on a leash.

TSA1	The following language is not present: provided further that any animal so kept must be confined to the owners premises at all times or on a leash.
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11. No trash, junk or inoperable automobile or other vehicle shall be kept or maintained on any lot in the premises unless enclosed in a garage. An inoperable automobile is any self-propelled vehicle which has not been operated for a period of 60 days or more. In addition, no resident shall park any vehicles on any street.

TSA1	The above language is not present. Reads as follows: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
TSA3	Does not contain language prohibiting the parking of vehicles on the street. Adds the following sentence: All garbage and trash shall be stored in covered sanitary containers and shall be screened from view except on pick-up days.

12. All garbage shall be stored in covered sanitary containers and shall be screened from public view except on pick-up days.

TSA1	The above language is not present. Reads as follows: No individual sewage disposal system shall be permitted on any lot.
TSA3	The above language is not present. Reads as follows: No individual sewage disposal system shall be permitted on any lot.

13. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 feet and 6 feet above the roadways shall be placed or be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply to any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

14. No owner or occupant shall construct or maintain an individual sewer or water system. All dwellings must be constructed with the community sewage system in accordance with the terms and conditions of that certain Trust Deed recorded in Book 228, page 581, of deeds and filed on the 24th day of January 1963, and that certain Supplemental Trust Deed, recorded in Book 266, page _____ of Deeds, and filed as Document Number 221492 on November 3, 1971, in the office of the County Clerk and Recorder of said county of Lewis and Clark. Both of which by reference are incorporated herein and made a part hereof. All underground sewer connections made to the community sewage system must be inspected and approved by a licensed plumber before backfilling the sewer trench. When making connection to the existing sewer system for any lot, the corner lot owner shall be liable for any damage to the existing sewer system.

15. Any yard light installed on any lot in the subdivision must be approved by the Architectural Control Committee before installation.

16. No building shall be occupied as a residence until the exterior is substantially finished.

The covenants herein set forth are expressly understood and agreed to be covenants running with the land and binding upon the successors and assigns of the grantor and their heirs, administrators, executors and assigns of the grantee.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which said time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by 80 percent of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Dated at Helena, Montana this 4th day of September 1987.

AMENDED PROTECTIVE COVENANTS FOR CAPITAL MOBILE ESTATES

1. Only single family dwellings of a permanent nature or mobile or modular homes may be placed upon said lots. Mobile or modular homes shall be completely skirted from home to ground with new materials, installed in a workmanlike manner and painted to blend with the design of said home. Such skirting must be installed within ninety (90) days after the home is placed on the lot. A permanent foundation at least six (6) inches thick consisting of concrete, stone, brick, or concrete block built to subfloor height may be installed under the mobile or modular home in lieu of skirting if desired. No structure of a temporary character, whether it be the main dwelling or an outbuilding, shall be used or occupied at any time as a residence until construction and installation is complete.

2. No owner or occupant shall construct or maintain an individual sewer system. All dwellings must be connected with the community sewage system in accordance with the terms and conditions of that certain Trust Deed recorded in Book 228, page 581, of Deeds, and filed on the 24th day of January, 1963, and that certain supplemental Trust Deed, recorded in Book 266, page , of Deeds, and filed as Document Number 221492 on November 3, 1971, in the office of the County Clerk and Recorder of said County of Lewis and Clark. Both of which are by the reference incorporated herein and made a part hereof underground sewer connections made to the community sewage system must be inspected and approved by a licensed plumbing contractor before backfilling the sewer trench. When making connection to the existing sewer system for any lot, the lot owner shall be liable for any damage to the existing sewer system.

3. No building or other structure shall be located on any lot nearer than twenty (20) feet to the front lot or nearer than five (5) feet to the side lot line. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of the building or other structure.

4. Outdoor yard lights will be placed on poles not to exceed twelve (12) feet in height.

5. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where sight lines to the streets are obstructed. In no case shall any fence, wall, hedge, or shrub be maintained which is over four feet in height. All fences or walls shall be well built of good materials and well kept so as not to adversely affect the esthetic value of any adjoining property.

6. No roadway to any lot from any street shall be constructed until a drainage culvert at least six (6) inches in diameter is installed in the street ditch in such a manner as not to obstruct water flow in the street ditch.

7. All wells drilled for water supply shall comply with all specifications and requirements of the Montana State Department of Health.

8. No noxious or offensive activity shall be carried on nor shall anything be done thereon which may be or may become an annoyance or nuisance to the area.

9. No manufacturing, commercial, industrial or mining enterprise of any type shall be carried on, upon, or in connection with the parcels in Capital Mobile Estates.

10. No hog, goat or similar animal shall be kept or maintained on any parcel or any portion thereof. No animals, livestock or poultry of any kind shall be kept, bred or maintained for any commercial purposes.

11. No lot shall be used or maintained as a dumping ground nor shall any rubbish, trash, garbage or other waste be allowed to accumulate and all garbage and waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials are to be kept in a clean and sanitary condition. Scrap, junk cars and the like shall not be kept on any parcel.

12. No motor vehicle which cannot be moved under its own power shall be left on any lot for more than four (4) weeks.

13. No commercial signs, billboards, posters or advertising displays or devices of any kind shall be displayed on any of said parcels, excepting promotion signs for Capital Mobile Estates, mail boxes, house numbers or signs to identify the occupancy of a residence building.

THESE COVENANTS are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then lot owners has been recorded, agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants which shall remain in full force and effect.

Dated at Helena, Montana this 16th day of May, 1972.

COVENANTS AND RESTRICTIONS TSA #2

WHEREAS, it is the intention of the parties hereto to make and enter into certain covenants and restrictions affecting said real property, which it is expressly agreed by and between said parties will be deemed as covenants and restrictions running with the land.

WHEREAS, it is the desire of the parties to set said covenants and restrictions down in writing, to be recorded with said deed, so that said covenants and restrictions will be binding upon Second Party and all subsequent owners of said land.

NOW, THEREFORE, for and in consideration of the conveyance of said land to Second Party by the First Party, and the payment by the Second Party to the First Party of the consideration therefore, it is mutually agreed by and between the parties, their successors and assigns, as follows:

Neither the Party of the Second Party nor its heirs or assigns shall construct or maintain an individual sewer system. All dwellings must be connected with the community sewage system in accordance with the terms and conditions of that certain Trust Deed recorded in Book 228, Page 581 of Deeds and filed on the 24th day of January, 1963, and that certain Supplemental Trust Deed recorded in Book 266, Page of Deeds and filed as Document Number 221492 on November 3, 1971, in the office of the Lewis and Clark County Clerk and Recorder, Helena, Montana. Both of which by this reference are incorporated herein and made a part hereof.

It is understood by the Second Party that First Party may construct streets adjacent to the property conveyed to Second Party by the aforementioned deed. It is agreed by and between the parties, and Second Party specifically agrees, for itself, its successors and assigns, that it will pay one half the cost of construction of all streets, curbs, and gutters, adjacent to the property conveyed to the Second Party by the aforementioned deed. Said costs shall be computed on a front foot basis.

In order that an orderly, consistent plan may be followed in the development of and construction of the improvements upon the land conveyed to Second Party by First Party in the aforementioned deed, Second Party, for itself, its successors and assigns, covenants and agrees with First Party to the following:

That in the event the Second Party wishes to construct any permanent residence, the building shall have a minimum of nine hundred (900) square feet of living space on the main floor. No building will exceed eighteen (18) feet in height. There shall be a minimum of twenty (20) foot front yard on Bobcat Street and side yards of at least ten (10) feet; off street parking for two (2) or more vehicles shall be provided for each residence.

All utilities lines shall be underground and all outdoor yard lights shall be on posts that do not exceed twenty four (24) feet in height.

Commercial buildings shall not exceed five thousand (5,000) square feet and shall not exceed twenty four (24) feet in height. All buildings must be constructed of new materials and not of old materials but no old buildings, either residential or commercial shall be moved on the land. Commercial buildings shall be at least forty (40) feet from the right of way line on Montana Avenue.

The following uses shall be permitted on commercial sites in addition to homes:

Barber shops and beauty parlors, multi-family dwellings, grocery stores, meat markets, delicatessen stores, hardware stores, self-service automatic laundries, shoe repair stores, variety stores, saddle and leather goods shops, business and professional offices and mobile home sales. If any other use is requested, permission may be granted by applying to the City of Helena and Lewis and Clark County Planning Board.

All merchandise or supplies stored outside of the commercial buildings, shall be screened in an attractive manner so as not to offend the aesthetics of the area.

It is understood and agreed by Second Party that the foregoing covenants and restrictions by Second Party respecting said land, form a material part of the consideration to First Party for the conveyance of said land to Second Party. It is specifically understood and agreed that, had Second Party not agreed to the foregoing covenants and restrictions First Party would not have conveyed said land to Second Party. It is specifically agreed by Second Party that the foregoing covenants and restrictions shall not only be binding upon Second Party, but shall also be binding upon the grantees, successors and assigns of Second Party in and to the land conveyed to Second Party by First Party and shall be covenants running with said land.