

Covenants and restrictions

Harbine Ranch

Whereas, DECLARANTS are the owner of that certain property located in a portion of gov't lots 2 & 6-7 in Section 4, Township 20 North, Range 27 West, P.M.M., Sanders County, Montana.

NOW, THEREFORE, the DECLARANTS do hereby declare that the subdivision above described shall be sold and conveyed subject to the following covenants and restrictions, all of which are for the sole purpose of enhancing and protecting the value, desirability, and attractiveness of the real property, and shall be binding on all parties having or acquiring any right, title, or interest of thereof. The word lot as used herein shall refer to each lot or tract of the subdivision.

1. All dogs will be kept within the confines of the owner's lot. Two (2) animal units/acre is permitted. No domestic animals will be allowed to create a nuisance for adjoining lot owners such as barking, odor, etc.
2. Home businesses are permitted if the business does not significantly increase the flow of traffic on any of the subdivision roadways. The business must also be contained in a building, unless it is agricultural or ranch in nature, and must comply with all the subdivision restrictions contained herein. No business shall cause excessive noise or disturbance to neighboring lot owners.
3. No building shall be located within 20 feet of any property line.
4. All buildings and fences must be constructed in a work-man-like manner with finished attractive material.

No galvanized roofing will be allowed. If metal roofing is used, it shall be colored steel. House trailers, mobile homes, or any other prefabricated structure designed to sit on a metal frame or metal foundation that is hauled or moved with wheels attached to the metal frame or foundation shall not be permitted on any tract.

Pre-built structures designed to be installed or erected upon a permanent concrete foundation (and not upon a metal frame or metal foundation) shall be permitted on the Tracts. These structures are to be set up in a work-man-like manner and are to be new from the factory.

Campers and motor homes will be allowed for seasonal use not to exceed 120 days per calendar year.

Any and all fences shall be constructed in a work-man-like manner, consist of standard fencing materials, and be well maintained. All fences, other than garden fences, must be wildlife friendly.

All garbage shall be kept inside a building to avoid attracting bears and raccoons.

5. No mobile storage units will be allowed to remain on any tract, except during construction of the primary residence for a time period not to exceed 3 months. A mobile storage unit will be allowed during the construction of an outbuilding of a time period not to exceed 2 weeks.

6. All dwelling owners must comply with the laws of the State of Montana and the County of Sanders, as to fire protection, building construction, sanitation, public health and Sanders County Health and Sanitation requirements supplemental hereto. Septic permits must be obtained from Sanders County before construction. Wells must be located according to the lot layouts.
7. No junked vehicles or cars will be allowed on any lot. No commercial equipment; such as logging trucks, graders, loaders, etc. will be allowed on any lot. Small non-commercial tractors; such as Kubota or John Deere are permitted on lots.
8. No vehicle shall be parked on any County or designated right-of-way. No fences, planted trees, or shrubbery will be allowed on any designated right-of-way.
9. A twelve-inch culvert or larger arch pipe must be installed where driveways cross the main road ditches. This is the lot owners' responsibility.
10. All lot owners shall adhere to the guidelines as outlined in READY SET GO, in the sections on vegetation reduction and clearance roof construction and building addresses.
11. Harbine Ranch Road which services all lots shall be maintained at an equal cost basis from each owner. It is to be understood that lot owners whether vacant or residing on their lots shall share in the cost for maintenance and snow removal. Any adjoining property owner which has or shall have an access easement on the roadway of Harbine Ranch will be asked to share in the road maintenance costs on a proportionate basis. All lots will also be a party to the Panorama Terrace Road Maintenance Agreement, recorded as BK1, Pg 6132 at the Sanders County Courthouse.

A yearly fee of 200.00 per each lot and adjoining lots will be assessed for a two (2) year period starting from the time of plat approval to be used for said maintenance and snow removal. This annual fee shall be reviewed every two (2) years and adjusted, if necessary, by agreement of lot and adjoining lot owners. The owners and developers reserve the right to extend Harbine Ranch Road and use said drive for access and a utility lane for additional developments. See separate road maintenance agreement for further details.
12. All lot owners shall comply with the Sanders County Weed Board policy, and disturbed areas shall be reseeded to minimize erosion and weed growth.
13. All lot owners shall have well and drainfield location staked by a registered land surveyor prior to construction.
14. Invalidity of any one of the foregoing covenants and restrictions, or any part thereof by court order, judgement of decree shall in no way affect any of the remaining provisions hereof which shall, in such case, remain in full force effect.
15. No discharge of firearms from any lot except for self-defense.
16. Lots shall be used for single family residential purposes, except for Lot 1. Lot 1 may be used for residential or commercial purposes as long as it complies with all Sanders County Environmental Health Regulations and the State of Montana Department of Environmental Quality.

Any covenant may be amended by an instrument signed by the owners of seventy-five percent (75%) of the lots affected thereby. Any changes must be approved by the Sanders County Board of Commissioners. It is understood that the Sanders County Board of Commissioners is a party to these covenants, and has no obligation to enforce them.

These covenants and restrictions shall be applicable of the property known as Harbine Ranch and such covenants and restrictions may be enforced by: the owner of any lot in Harbine Ranch or Harbine Ranch Estates, the DECLARENTS, the Sanders County Board of Commissioners.

Dated this _____ day of _____, 20____.

DECLARANTS: _____

James L. Kuntz Trust 101

State of Montana)

: Ss

County of Sanders)

This instrument was acknowledged before me this the _____ day of _____,
_____.

Notary Public – State of Montana

Printed Name, Notary Public

Residing at _____

My commission expires _____.