

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Ernest W. Johnson, of Frenchtown, Montana, being the owner of the real property situated in Missoula County, Montana, more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, hereby declares the following covenants governing the use of the real property described in Exhibit "A", the said covenants being designed to provide a uniform plan to maintain the rural character of the real property and for the mutual benefit of all future owners of portions of the said real property.

NOW, THEREFORE, the covenants, conditions, restrictions and reservations applicable to the real property described in Exhibit "A" are as follows:

SECTION 1. LAND USE: No tract shall be split or subdivided.

SECTION 2. BUILDINGS: All houses, buildings, or structures shall be of permanent construction and must be newly constructed. No old buildings may be moved onto tracts. No trailers or mobile homes shall be utilized as a residence. FHA approved double wide manufactured homes on a permanent perimeter FHA concrete foundation are permitted. Temporary seasonal or vacation use of a recreational vehicle is specifically allowed.

SECTION 3. MAINTENANCE: Each property owner shall provide exterior maintenance and the premises shall be kept safe, clean, neat, and orderly. No rubbish or other waste or junk vehicles shall be allowed to accumulate on the property.

SECTION 4. SANITARY RESTRICTIONS: The purchaser of any tracts located in the real property described in Exhibit "A" shall comply with all state laws and all regulations of the State of Montana Department of Health and Environment Sciences relative to water supply, sanitation, sewage disposal and air pollution.

SECTION 5. ANIMALS: Animals shall be restricted to normal household pets and horses and cattle for personal use. No swine, goats or sheep shall be allowed except for 4-H project animals which shall be properly confined.

SECTION 6. ROADWAYS: Easements shall be created by the deeds appurtenant to Tract 3 and Tract 4 to provide ingress and egress.

SECTION 7. ENFORCEMENT: Failure to endorse any of the restrictions, rights, reservations, limitations and covenants contained herein shall not in any event be construed or held to be a waiver thereof. All deeds shall be given and accepted upon the express understanding that the said real property has been carefully planned as a choice rural tract area exclusively and to assure owners that under no pretext will there be an abandonment of the original plan to preserve the property as a choice tract area. Upon the breach of any of the said covenants and restrictions, anyone owning any land in the real property described in Exhibit "A" may bring a proper action in the proper Court to enjoin and restrain said violation or to collect damages or other dues on account thereof. In the case the violation results from a failure to take affirmative action required by these covenants and restrictions, then the use for any purpose of a tract on which such violation occurs may be enjoined. In the event of litigation, the prevailing party shall be entitled to a reasonable attorney's fee, together with costs of suit expended.

These covenants are understood and agreed to be and shall be taken and held for the benefit of all tract owners, be they such now or become such hereafter, and all covenants herein contained shall attach to the land and run with the title thereto and shall be binding on all owners of tracts in the said real property.

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

The covenants, conditions, restrictions and uses created and established herein may be waived, abandoned, terminated, modified, altered or changed as to the whole of the said real property or any portion thereof with the written consent of the owners of seventy-five (75%) of the area of the real property described in Exhibit "A". No such waiver, abandonment, termination or modification shall become effective until a proper instrument in writing shall be executed and recorded in the office of the Clerk and Recorder of Missoula County, Montana.

IN WITNESS WHEREOF, the undersigned have caused this Declaration of Restrictive Covenants to be executed this 7/26 day of 1991, 1991.

Ernest W. Johnson
ERNEST W. JOHNSON

STATE OF MONTANA)
) ss.
County of Missoula)

On this 26 day of July, 1991, before me, a Notary Public for the State of Montana, personally appeared Ernest W. Johnson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Seal the day and year first hereinabove written.

Seal

Dwight E. ...
Notary Public for the State of Montana
Residing at Missoula, Montana
My Commission expires: 6-11-93

EXHIBIT "A"

All tracts 1 through 7, both inclusive, of Certificate of Survey No. 3925;
Located in the N $\frac{1}{2}$ of Section 35, T.19N., R.16W.; And the SE $\frac{1}{4}$ of Section 35,
T.19N., R.16W., Principal Meridian, Montana.

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I RECEIVED AND FILED THIS INSTRUMENT FOR RECORD ON THE 27 DAY OF July 19 91 AT 11:17 O'CLOCK A. M. AND IT IS RECORDED
IN VOL 334 OF MICRO RECORDS OF THE COUNTY OF MISSOULA, STATE OF MONTANA, ON PAGE 615 FEE 18.00 PAID ck
RETURN TO WESTERN TITLE & ESCROW WITNESS MY HAND, WENDY CHUMWELL, COUNTY RECORDER
ADDRESS MISSOULA, MT BY JR Chumwell DEPUTY DOC Wm

91 JUL 29 AM 11 19

return to: WTHE

SUB-STANDARD QUALITY WHEN FILMED