

Security Title
Order No. 61593

93336/5240

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

WE, HAROLD C. EBAUGH and COURTNEY B. EBAUGH, of 502 North Ferndale Road, Bigfork, Montana 59911, owners of the real property located in Flathead County, Montana and more particularly set forth in this instrument, hereby impose the following covenants, conditions and restrictions against the burdened property. The burdened property is described as follows:

Lot A of the Amended Plat of Lots 8 and 9 of Eastman Acres, a Subdivision, according to the map or Plat thereof on file and of record in the office of the County Clerk and Recorder of Flathead County, Montana.

The real property which benefits from these covenants, conditions and restrictions, which is also owned by the above-named individuals, is described as follows:

Lot B of the Amended Plat of Lots 8 and 9 of Eastman Acres, a Subdivision, according to the map or plat thereof on file and of record in the office of the County Clerk and Recorder of Flathead County, Montana.

Covenant No. 1 - The burdened property shall be used for residential purposes only, for one single-family dwelling and outbuildings. There shall be no commercial activity of any kind upon the burdened property. No owner of the burdened property shall place any signs, billboards, advertising, informational signs, road signs, upon the roadways entering the property or upon the property, except a sign labeling the name of the owner and the address of the property in a size not to exceed three feet square.

The burdened property may not be used for a multiple family dwelling. The owner of the burdened property may rent their property, but rentals must be for a period of at least thirty days. A "bed & breakfast" type establishment is prohibited.

Covenant No. 2 - All buildings on the burdened property shall be located at least 15 feet from property boundaries.

Covenant No. 3 - No part of the burdened parcel may be used or maintained as a dumping or storage ground for rubbish, trash, garbage, old automobiles, or automobile parts.

Any and all garbage or refuse on the burdened parcel shall be stored only in plastic or metal garbage cans which are in good, secure condition and have a firmly secured lid.

Covenant No. 4 - No noxious or offensive activities shall be carried on the burdened parcel, nor shall anything be done thereon which may become a nuisance to the neighborhood.

Covenant No. 5 - No livestock or any other animals shall be kept or maintained on the burdened parcel except domestic, household pets (such as dogs and cats), provided such pets are not a nuisance to neighbors, or the neighborhood. No animal may be kept on the property if it is dangerous, unmanageable or uncontrolled. No animals may be kept for breeding or commercial purposes.

No pet or animal shall be allowed to engage in any annoying activity, such as excessive barking or noise-making, biting, harassing persons in the neighborhood, eating or distributing garbage, destroying vegetation or any other obnoxious activity.

Covenant No. 6 - No automobiles shall be kept on the burdened parcel which are not in operating condition, unless stored in a garage or shop.

Covenant No. 7 - Any covenant contained herein may be enforced by the owner of the benefiting parcel, by appropriate judicial action. Any owner of the benefiting parcel may seek an order from

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a court compelling an owner to do or perform any act required under these covenants. Any owner of the benefitting parcel may obtain an injunction or an order for specific performance against any activity prohibited by these covenants. In any judicial action, the prevailing party shall be entitled to their reasonable attorney's fees and costs of suit.

Covenant No. 8 - These Covenants, Conditions and Restrictions shall be appurtenant to and shall run with the subject properties. All present and subsequent owners, purchasers, mortgagees, lienholders and any other persons or parties who acquire any interest in any of the foregoing property shall acquire such interest subject to these covenants.

These covenants shall not be revised or altered except by mutual consent of the owners of all parcels. Any amendment or alteration of these covenants shall be in writing, dated and signed and contain the acknowledged signatures of all the property owners and the amendment for alteration shall be recorded with the Flathead County Clerk and Recorder's Office before it will be effective.

DATED this 16th day of September, 1993.

Harold C. Ebaugh
HAROLD C. EBAUGH

Courtney B. Ebaugh
COURTNEY B. EBAUGH

STATE OF MONTANA)
) :ss.
County of Flathead)

On this 16th day of September, 1993, before me, the undersigned, a notary public for the State of Montana, personally appeared HAROLD C. EBAUGH and COURTNEY B. EBAUGH, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.



Yvonne M. Gunderson
Notary Public for the State of Montana
Residing at: Bozeman
My commission expires: 5-11-95

RETURN TO: Jeff Noble
Snyder + Noble
P.O. Box 717
Bozeman, MT 59911

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STATE OF MONTANA
County of Flathead
Recorded at the request of STC
this 16 day of Dec 19 93 at 3:24 o'clock P.M.
and recorded in the records of Flathead County, State of Montana.
Fee \$ 12 - Pd. Susan W. Newfield
RECEPTION NO. _____ Flathead County Clerk and Recorder
RETURN TO _____ Sherry L. Singleton
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