

DECLARATION OF COVENANTS**LANDMARK EAST RIVER ESTATES**

Jon Olsen d/b/a Landmark Properties
 3104 'O' Street, #204
 Sacramento, California 95816

Jon Olsen d/b/a Landmark Properties, the grantor of certain real property located in Park County, Montana, more particularly described as follows:

Tracts B-2-A through B-2-J, Certificate of Survey No. 971, located in Section 18, Township 6 South, Range 8 East, P.M.M., Park County, Montana,

hereby subjects said property to the conditions, covenants, and restrictions set for herein. These restrictions, conditions, covenants and limitations shall run with the land and shall be binding upon the present owners and all subsequent grantees of any portion of any area included within the above described property.

NOW, THEREFORE, the immediate grantor and all future grantees, their heirs, personal representatives, successors and assigns, covenant and agree by the acceptance of a conveyance of the above described property, or a portion thereof, to faithfully observe and comply with the restrictions, conditions, covenants and limitations as follows:

1. Any and all animals kept on the property, including dogs, must be fenced in within the boundaries of said property. No property owner shall be permitted to operate a commercial hog farm, a commercial feed lot, or a commercial chicken farm on the property.

2. Any property owner must assume the burden of supplying and developing water and sewage facilities for his own domestic use. Wells and water systems shall be drilled, installed and maintained at all times in accordance with all applicable rules and regulations of any public agency having authority over same.

3. Roads giving access to the property are not maintained by grantor or any state, local or federal government entity. All future grantees are totally responsible for providing and maintaining roads. This is to say that if a purchaser wants the roads maintained he or she may do so, but is not required to do so. All future grantees covenant and agree that until such grantees have developed the access to their individual property to county standards that said grantees will not petition or request any assistance or development by the county for road improvements.

4. All future grantees covenant and agree that the grantor is reserving an easement of sixty (60) feet for general ingress and egress and a general easement for public utilities across the property sold herein. Public utilities will follow roads where possible. All future grantees covenant and agree that grantor is granting said grantees an easement for ingress and egress to the property sold herein over and across all roads which grantor has the right to travel to said property, with the exception that the access road across Tract B-2-A is for that tract only. Tract B-2-A has the right to land aircraft on the road between Tracts B-2-A and B-2-D.

5. All future grantees covenant and agree not to build, maintain, operate or construct, or in any way cause to be placed within fifty feet (50') of the boundary lines of the subject property, any structure (customary boundary fencing is allowed). All future grantees further covenant and agree not to cause any condition that will cause the accumulation or existence of garbage, junk or condition causing a noxious odor on subject property, including, but not limited to, inoperative motor vehicles and scrap material of every sort.

6. All future grantees covenant and agree that no gates, fences or other obstructions shall be placed upon any access road. This restriction shall not prevent future grantees from placing a gate on an access road if the road terminates on that grantee's property. Metal cattle guards will be allowed if installed to county road regulations.

7. All future grantees covenant and agree that any construction of homes, outbuildings or any other buildings must be completed on the exterior within eighteen (18) months of the commencement of construction. No galvanized roofing or siding is permitted.

8. All future grantees covenant and agree that a mobile home may be placed on the subject property for a maximum of eighteen (18) months during construction of a residence only. The mobile home must be completely skirted within thirty (30) days of arrival at subject property. This covenant is not intended to prohibit a property owner from storing a recreational vehicle on the property. A property owner may use a recreational vehicle for temporary use on this property such as during hunting season, during vacations, or during construction. In the case of construction, eighteen (18) months will be maximum use.

9. All future grantees covenant and agree that some of the tracts are and shall remain subject to easements and rights-of-way for the ditches crossing said tracts. In this connection, the owners of the rights of way shall have the right to repair, maintain and use such ditches in the traditional historical manner. No water shall be diverted from any ditch except by the owner of the water rights or his assigns. No grantees shall prevent the use of water rights or ditches by the owner of the water right in the traditional and historical manner.

10. Existing structures and two mobile spaces on Tract B-2-A shall be allowed to remain on the property and these mobile home spaces shall not be considered as part of the residences set forth in Paragraph 11 below.

11. All future grantees covenant and agree that no more than two (2) residences and accompanying outbuildings will be allowed per twenty (20) acres or larger tract, with the exception of the mobile homes currently on Tract B-2-A. Each residence may have a guest house. No tract is to be divided into more than two parcels as originally surveyed and if divided, only one (1) residence, outbuildings and guest house will be allowed.

12. Each tract owner will be responsible for control of noxious weeds and shall spray such noxious weeds on a yearly basis as needed.

13. Owners of Tracts B-2-A through B-2-J will share any maintenance expense required to maintain a designated day use river front and access easement on Tract C, Certificate of Survey No. 911.

14. The covenants, agreements, conditions, reservations, restrictions, and charges created and established herein for the benefit of the subdivision and each tract therein, may be waived, terminated, or modified as to the whole of the subdivision or any portion thereof, with the written consent of the owners of fifty-one percent (51%) of the tracts in the subdivision. For the purpose of this paragraph, the total number of tracts shall be the number of individual tracts in the subdivision at the time the change is made, including any resubdivided tracts for which plats have been recorded with the Clerk and Recorder.

15. These restrictions shall operate as covenants running with the land for the benefit of any and all persons who now may own or may hereafter own property in the subdivision, and such persons are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them from any violation thereof.

16. Invalidity of any one of the covenants or any part thereof by judgments or court orders shall in no way affect any of the other provisions, which shall remain in full force and effect.

Jon Olsen
Jon Olsen d/b/a Landmark Properties

STATE OF CALIFORNIA)
 : ss.
County of SACRAMENTO)

On this 8TH day of July, 1993, before me, a Notary Public for the State of California, personally appeared JON OLSEN known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that he executed the same.



Judy Petteway
Notary Public for the State of California
Residing at SACRAMENTO, California
My commission expires 11/23/96

State of Montana }
County of Park }
Filed for record this 12 day of July, A.D. 1993
o'clock 12 M. Recorded in Book 322-330
By D. H. Hall

AMENDED DECLARATION OF COVENANTS

LANDMARK EAST RIVER ESTATES

Jon Olsen d/b/a Landmark Properties
3104 'O' Street, #204
Sacramento, California 95816

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hereby subjects said property to the amended conditions, covenants, and restrictions set for herein. These restrictions, conditions, covenants and limitations shall run with the land and shall be binding upon the present owners and all subsequent grantees of any portion of any area included within the above described property.

NOW, THEREFORE, the immediate grantor and all future grantees, their heirs, personal representatives, successors and assigns, covenant and agree by the acceptance of a conveyance of the above described property, or a portion thereof, to faithfully observe and comply with the restrictions, conditions, covenants and limitations as follows:

1. Any and all animals kept on the property, including dogs, must be fenced in within the boundaries of said property. No property owner shall be permitted to operate a commercial hog farm, a commercial feed lot, or a commercial chicken farm on the property.

2. Any property owner must assume the burden of supplying and developing water and sewage facilities for his own domestic use. Wells and water systems shall be drilled, installed and maintained at all times in accordance with all applicable rules and regulations of any public agency having authority over same.

3. Roads giving access to the property are not maintained by grantor or any state, local or federal government entity. Future grantees hereby agree to be mutually responsible for maintaining private roads accessing the property and will participate in the servicing of the roads. All expenses, costs and outlays required shall be agreed upon unanimously by all parties prior to any work being undertaken.

4. All future grantees covenant and agree that the grantor is reserving an easement of sixty (60) feet for general ingress and egress and a general easement for public utilities across the property sold herein. Public utilities will follow roads where possible. All future grantees covenant and agree that grantor is granting said grantees an easement for ingress and egress to the property sold herein over and across all roads which grantor has the right to travel to said property, with the exception that the access road across Tract B-2-A is for that tract only. Tract B-2-A has the right to land aircraft on the road between Tracts B-2-A and B-2-D.

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16. Invalidity of any one of the covenants or any part thereof by judgments or court orders shall in no way affect any of the other provisions, which shall remain in full force and effect.

Jon Olsen
Jon Olsen d/b/a Landmark Properties

STATE OF CALIFORNIA)
 : ss.
County of Sacramento)

On this 2 day of November, 1993, before me, a Notary Public for the State of California, personally appeared JON OLSEN known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that he executed the same.



George B. Nelson
Notary Public for the State of California
Residing at Sacramento, California
My commission expires Sept 20, 1996

State of Montana }
County of Park } ss.
Filed for record this 8 day of November, A.D. 19 93, at 2:57
o'clock 1 P.M. Recorded in Roll 96, Page 1422-1424
B. DEAN HOLMES
By George B. Nelson