

ASM 36471

BOOK 620 PAGE 1413

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DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION is made this 30th day of June, 2000, by DALE A. BAHNMAIER and DEBRA G. BAHNMAIER, fee owners of the following-described real property, hereinafter referred to as "Declarants":

Tracts 21-A and 21-B of Certificate of Survey No. 3229, located in the E½ of Section 22, Township 13 North, Range 16 West, P.M.M., Missoula County, Montana.

WITNESSETH:

WHEREAS, Declarants are the owners of and have filed a Certificate of Survey covering certain lands in Missoula County, Montana, with the Clerk and Recorder of said County, on the 26th day of June, 2000, as Certificate of Survey No. 5063; and

WHEREAS, Declarants desire to place restrictions, covenants, and conditions upon the two tracts described in said Certificate of Survey, for the use and benefit of themselves, as present owners, and for the future owners of the tracts.

NOW, THEREFORE, Declarants hereby declare that all of the property described above shall be held, sold, and conveyed subject to the following restrictions, covenants, conditions, and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property as a highly desirable rural development. These restrictions, covenants, conditions and easements shall run with the real property and shall be binding on all parties having or acquiring any right, title, or interest in the described property or any part thereof, and shall inure to the benefit of and be binding upon each successor in interest.

RESTRICTIVE COVENANTS

Section 1: Land Use. Both tracts in the above-described property shall be used for residential purposes only, except as hereinafter provided. No tract shall be subdivided so that any residential site contains fewer than ten (10) acres. No commercial logging on the property shall be allowed. Selective thinning is permissible to promote healthy forested areas, or to prepare a building site location. No gravel pits or junk yards shall be allowed.

Section 2: Buildings. No buildings shall be erected, altered, placed, or permitted to remain on any tract other than a single family dwelling, private garage, barn, woodshed, and storage shed. All structures shall be completed as to external appearance within one year of commencement of construction. Mobile or modular homes are permitted if placed on permanent foundations.

Section 3: Building Location. No building shall be located on any lot closer than 50 feet to any street or roadway easement nor closer than ~~25~~ ¹⁵⁰ feet to any other property line.

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Section 4: Signs. No advertising signs (except a small "For Sale" sign), billboards, or unsightly objects shall be erected, placed, or permitted to remain on any tract.

Section 5: Maintenance. Each property owner shall provide exterior maintenance. The premises, improvements, and appurtenances shall be maintained in a safe, clean, neat, and orderly condition. No rubbish or other waste shall be allowed to accumulate on the property.

Section 6: Animals. Only normal family pets, 4-H project animals, cattle, horses, sheep and poultry may be kept in the premises, subject to the restrictions and covenants contained herein. No commercial kennels or the commercial breeding, raising, training or boarding of dogs or any other animal shall be allowed. Cattle, horses and sheep shall be allowed for domestic purposes only and no more than three of any such animals may be allowed. All animals allowed to be kept shall be properly fed, watered and sheltered from the elements in such manner and as shall be consistent with their good health, and each owner thereof or person responsible therefor shall treat and care for such animals in a humane and merciful fashion, so that other persons in the area shall not be required to tolerate or condone inhumane treatment of same. All animals shall be kept in suitable enclosures so as to prevent their being a nuisance to other occupants of the area; provided, however, that inhumane or cruel confinement of animals shall not be permitted. If such inhumane or cruel confinement or other inhumane or cruel treatment of such animals is necessary to prevent their being a nuisance to other occupants of the area, they shall not be kept at all. Violation of these requirements regarding animals shall be considered a complete breach of these protective covenants. In no event shall pigs or goats be allowed for domestic or commercial purposes. One goat will be permitted. *W.B. OB*

Section 7: Nuisances. No noxious or offensive activity shall be carried on or permitted on any tract, nor shall the property be used in any way which may endanger the health or safety of, or unreasonably disturb the neighborhood.

Section 8: Sanitary Restrictions. The owner of any property shall comply with all governing laws and regulations relating to water supply, sanitation, sewage disposal, and air pollution.

Section 9: Waste. All garbage shall be stored in containers of metal, plastic or other suitable material which have sufficiently tight-fitting covers to prevent the escape of noxious odors and to prevent entrance by pets or wildlife. No such containers shall be located where their appearance is unsightly from any road or adjacent property. No garbage is to be dumped, buried or burned on the properties, but shall be transported to an established dump.

Section 10: Fires. There shall be no fires started without local permission and adequate supervision necessary to protect the other tracts in the area. Fires shall be controlled and managed in accordance with local and state laws and regulations. Any owner who fails to control any fire he has started which damages all or portions of other tracts, shall be liable for all damages caused by said fire.

Section 11: Enforcement. Any owner, or the Declarants, shall have the option and right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. The method of enforcement may include proceedings to enjoin the violation, to recover damages, or both. Failure by any owner to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. In no event, however, shall an owner have the right to institute any proceeding at law or equity until and unless said owner has first notified the violating owner of the violation and the violation has not been cured within thirty (30) days after such notice is given.

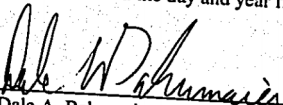
Should any lawsuit, or other legal proceeding be instituted by any owner against an owner who is alleged to have violated one or more of the provisions of this Declaration, and should the prosecuting owner be wholly or partially successful in such proceeding, the offending owner shall be obligated to pay the costs of such proceeding, including a reasonable attorney's fee.

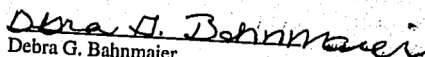
Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 12: Term. The provisions of this Declaration shall be binding for a term of twenty-five (25) years from the date of this Declaration, after which time the Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of both tracts has been recorded agreeing to change this Declaration in whole or in part.

Section 13: Amendment. This Declaration may be amended by an instrument signed by the owners of both tracts agreeing to such amendment.

IN WITNESS WHEREOF, this document has been executed the day and year first-above written.

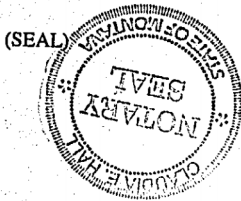

Dale A. Bahnmaier


Debra G. Bahnmaier

STATE OF MONTANA)
 : SS.
County of Missoula)

On this 30th day of June, 2000, before me, the undersigned Notary Public for the State of Montana, personally appeared Dale A. Bahnmaier and Debra G. Bahnmaier, 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 seal the day and year first above written.



Claudia E Hall
Notary Public for the State of Montana
Residing at: Missoula
My Commission Expires: 7-17-2002

RETURN TO:
STEWART TITLE OF MISSOULA COUNTY, INC.
P.O. Box 8262, Missoula, MT 59807

'00 JUN 30 PM4:39

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I RECEIVED AND FILED THIS INSTRUMENT FOR RECORD ON THE 30 DAY OF June 2000 AT 4:39 O'CLOCK P. M AND IT IS RECORDED IN VOL 620 OF MICRO RECORDS OF THE COUNTY OF MISSOULA, STATE OF MONTANA, ON PAGE 1416 FEE 24 PAID CE
RETURN TO Dale Bahnmaier BY Wickie M. Zeier WITNESS MY HAND WICKIE M. ZEIER, COUNTY RECORDER
ADDRESS _____ DEPUTY DOC. CLM

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