

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration is made this 16 day of March, 1994, by VINCE PRYOR, DEAN RODRIGUES AND JANINE RODRIGUES

WHEREAS Declarants are the owners of those properties more particularly described as follows:

The East Half of the Southeast Quarter and the Southeast Quarter of the Northeast Quarter in Section 18, Township 35 North, Range 27 West P.M.M. Lincoln County, Montana.

WHEREAS Declarant is about to sell all or a portion of the lots comprising such tract of land, and desires to subject such lots to the conditions, restrictions, and covenants hereinafter set forth, for the benefit of the entire tract, and the lots comprising the same, and for the benefit of the present and future owners of each and every one of such lots.

NOW THEREFORE, Declarants make, declare and impose the following limitations, covenants and restrictions upon such real property as restrictive and protective covenants, running with the land and binding upon all present and future owners of any part of such real property, and further declare that each lot within the tract is and shall be held, transferred, conveyed and occupied subject to the restrictive and protective covenants hereinafter set forth.

ARTICLE I

REAL PROPERTY

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in Lincoln County, Montana, and is more particularly described as follows:

The East Half of the Southeast Quarter and the Southeast Quarter of the Northeast Quarter in Section 18, Township 35 North, Range 27 West. P.M.M. Lincoln County, Montana.

ARTICLE II

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

Section 1. General Purposes: These covenants are made for the purpose of creating and keeping the premises, insofar as is possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearance; and guarding against any unnecessary interference with the natural beauty of the premises; all for the mutual benefit and protection of the owners of parcels.

Section 2. Environment: Every attempt shall be made to preserve and protect the environment indigenous to the area.

All areas disturbed by construction shall be returned promptly to their natural condition and replanted with native plant life except where otherwise utilized for lawns, gardens or exterior living areas.

Section 3. Construction: All construction on or within the premises shall be diligently prosecuted to completion, and shall in any event, be completed within twenty-four months of commencement, unless specific written extension is given by Declarant. No construction materials shall at any time be placed or stored so as to impede, obstruct, or interfere with pedestrian or vehicular travel.

All individual water and/or sewage systems shall be designed, installed and maintained at all times in compliance with the rules, regulations and standards established by the Montana Department of Health and Environmental Sciences and with the Lincoln County Board of Health.

Section 4. Vehicles: No unlicensed or inoperable motor vehicle shall be parked upon any easement or roadway or parked

Section 5. Trash and Garbage: No trash, garbage or other refuse shall be thrown or dumped on any land within the premises. There shall be no burning of refuse out of doors. This shall not be construed to prohibit or deny the installation and use of wood burning fireplaces or barbecue pits. Each property owner shall provide suitable receptacles for the temporary storage and collection of refuse, and all such receptacles shall be screened from the public view and protected from disturbance. Individual property owners shall be responsible for any damage to the surrounding areas caused by fire.

Section 6. Noise Pollution: All owners will control the use of motorcycles, A.T.V.'s, radios, loud speakers, etc. so as not to annoy their neighbors in any way.

Section 7. Setback Requirements: No building, structure, or improvement, (excluding fences) shall be constructed closer than twenty feet from any boundary of any lot within the premises.

Section 8. Mobile Homes: There shall be no single wide mobile homes or trailers used for permanent occupancy. Modular homes and double wide mobile homes are allowed so long as they were manufactured in or after 1979. Recreational vehicles and travel trailers are allowed on the subject property so long as they are not occupied on a permanent basis, but may be occupied for six months during any calendar year.

Section 9. Foundations: Each home (including modular or double wide mobile homes) shall rest upon its own permanent foundation. The foundation or footings, shall extend below the frost line, and shall be equal to the outside dimensions of the home. Any structure being used for residential or living purposes shall comply with this restriction.

Section 10. Noxious or Offensive Activities: Under no circumstances shall any outhouses be permitted upon any lot within the premises.

Section 11. Uses and Zoning: No raising or keeping (commercial or otherwise) of hogs, goats, sheep or poultry shall be allowed on any portion of the property. No more than one Single Family dwelling unit shall be constructed on individual parcels. There shall be no further division of the existing 20 acre parcels.

U.A.P. DR. G.R.

Electrical generators may not be utilized as a year round energy source. Electrical generators may be used with recreational vehicles so long as the recreational vehicles comply with the provisions of paragraph 8 above.

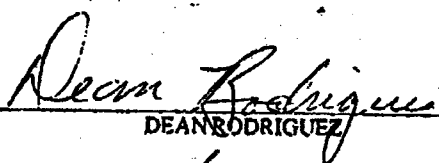
Section 12. Severability: Any invalidation of any condition, restriction or covenant herein contained by judgment or order of any court of competent jurisdiction shall in no way effect the validity of the remaining conditions, restrictions and covenant; and said remaining conditions, restrictions and covenants shall continue and remain in full force and effect. Any conditions, restrictions and covenants as invalidated shall be deemed separable from the remaining conditions, restrictions and covenants herein set forth.

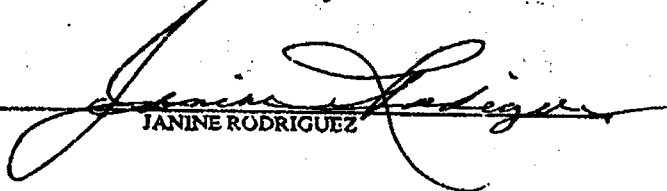
Section 13. Effect and Duration of Covenants: The covenants, conditions and restrictions shall run with said parcel and shall be binding upon the Parties, their successors, representative and assigns as long as said property exists.

Section 14. Enforcement: The conditions, restrictions and covenants herein contained shall bind and inure to the benefit of, and be enforceable by the Parties, their successors, personal representatives and assigns, or by the owner or owners of any parcel of the above described property. The failure of the Parties, their successors or assigns, to enforce any of the conditions, restrictions or covenants herein contained shall be in no way deemed a waiver of right to enforce such conditions, restrictions or covenants hereafter. Nothing herein contained shall be construed as preventing the application of any remedy given by law against a nuisance, public or private. The remedy herein provided shall be in addition to any other remedy now or hereafter provided by law.

IN WITNESS WHEREOF, the Parties have executed this document the day and year first above written.


VINCE PRYOR


DEAN RODRIGUEZ

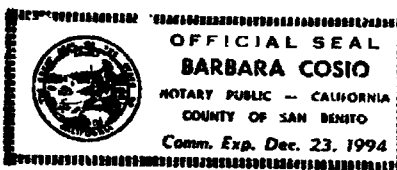

JANINE RODRIGUEZ

STATE OF ~~MONTANA~~ California
COUNTY OF ~~LINCOLN~~ San Benito

On this 9th day of ~~February~~ ^{March}, 1994, before me a Notary Public in and for said State, personally appeared VINCE PRYOR, known to me to be the person whose name is subscribed to the within instrument, and acknowledge to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written

Barbara Cosio
Notary Public for State of ~~Montana~~ California
Barbara Cosio
Residing at Hollister
My commission expires 12-23-94

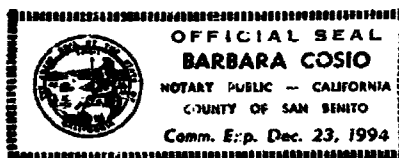


STATE OF ~~MONTANA~~ California
COUNTY OF ~~LINCOLN~~ San Benito

On this 9th day of ~~February~~ ^{March}, 1994, before me a Notary Public in and for said State, personally appeared DEAN RODRIGUES AND JANINE RODRIGUES known to me to be the person whose name is subscribed to the within instrument, and acknowledge to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written

Barbara Cosio
Notary Public for State of ~~Montana~~ California
Residing at Hollister
My commission expires 12-23-94



INDEXED 109916

Reception No. 109916
Recorded at the request of
Lincoln County Title Company

on the 22nd day of Nov 1994
at 10:10 o'clock A.M.

Catalina Chumbeiro
CLERK AND EXAMINER,
Lincoln County, Montana
Return to: Lincoln County Title Company