

Book 144 Page 943 (2 pages)

RESTRICTIVE COVENANTS

INDEXED  
226965

THESE COVENANTS pertain to that certain parcel of land described as SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 13; S $\frac{1}{2}$  of Section 14; N $\frac{1}{2}$  of Section 23, and the N $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 24, all in Township 7 North, Range 21 West, M.M., County of Ravalli, State of Montana.

1. Present Uses:

Present agricultural and residential uses as of the date of this petition may be continued; notwithstanding anything to the contrary contained herein.

2. Future Uses:

A. No land shall be sold, conveyed, leased or rented which is less than TEN (10) acres in size.

B. Stream channels shall not be altered; and the natural, scenic beauty, including trees and shrubs, shall be preserved in accordance with approved timber practices.

C. No goats or swine shall be raised or maintained for commercial purposes on any tract.

D. Except for those activities necessary in the continuance of agricultural or home occupations, no property shall be used for any industrial activity.

E. No noxious or offensive activities shall be carried on, on any tract, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

3. Building Requirements and Restrictions:

A. Single family dwelling only shall be permitted.

B. No dwelling house having less than One Thousand (1,000) square feet of living space shall be permitted. For purposes of determining what constitutes living space, basements of bi-level or tri-level homes with full sized windows and completed, habitable interior shall be counted. Open porches, attached garages and basements without full exterior wall exposure shall not be counted to meet the living space requirements.

C. No building whatsoever shall be located less than twenty-five (25) feet from the boundary line of any tract.

D. All structures shall be of at least eighty five percent (85%) new construction, and no used building shall be moved from another location onto the described property, in whole or in part. A trailer house, mobile home or camper unit may be occupied only at the site and during the construction of a permanent residence; further, in any event, such occupancy shall <sup>not</sup> exceed a period of eighteen months from the beginning of said construction, or upon completion of said construction, whichever date shall first occur.

(For purposes of this Paragraph, those moveable structures designated as "Modular Homes" will <sup>not</sup> be <sub>set as</sub> acceptable <sup>as</sup> permanent construction.)

State of Montana, County of Ravalli:

Recorded Oct. 19, 1977 at 11:42 o'clock A. M., Book 144 Page 943

Barlene E. Hughes Clerk & Recorder, By Betty T. Lund Deputy

Fee \$ 4.00 Return to Mike Hudson, Trexler Realty, Victor, MT.

- E. Camper units and travel trailers may be stored on the property, but shall not be used as permanent living quarters after completion of the residence.
- F. A dwelling house shall not be occupied until its construction is ninety percent (90%) completed.
- G. Structures to house domestic animals shall compliment the general architecture of the surrounding dwellings; no shacks or dilapidated structures will be permitted.
- H. All property owners shall build and maintain such fencing as necessary to contain any agricultural animals prior to bringing such animals onto the property.


4. General Restrictions:

- A. All garbage and trash cans shall be stored so as to be screened from view and shall have tight covers to prevent escape of odors and entrance of pets, livestock or wildlife.
- B. Trash and junk cars shall not be permitted to be stored on the property unless in enclosed buildings, away from view of the surrounding property.
- C. Owners of any tract in the described property shall comply fully with any and all state laws and/or county regulations pertaining to the State Board of Health and Environmental Sciences.

5. Changes in Restrictions and Covenants:

These restrictions may be only be altered, modified or deleted upon the mutual concurrence of not less than sixty percent (60%) of the freeholders of the described property. For purposes of determining the percentage stated above, each acre in the described property shall be counted as one percentage point.

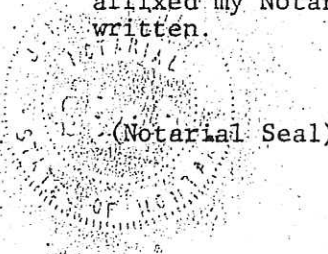
Dated: October 18, 1977

  
STANTON B. HOLLINGSWORTH

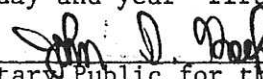
STATE OF MONTANA        )  
                                  ) ss.  
County of Ravalli        )

On this 18th day of October, 1977, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Stanton B. Hollingsworth known to me to be the person described and in whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



(Notarial Seal)

  
Notary Public for the State of Montana. Residing at Hamilton, Montana, My Commission expires July 1, 1980

T1-3735

See 2074 for 7 2nd

COOPERATIVE ROAD MAINTAINANCE AGREEMENT

This agreement entered into by the undersigned parties provided as follows:

- 1) That the undersigned are owners of property adjacent to a private road commonly known as Moose Hollow Road serving part of the tracts described in Certificate of Survey Number 627 in Section 13, 14, 23 and 24, T7N, R21W, Ravalli County, Montana.
- 2) That in the consideration of mutual benefits to be derived by the parties herein, it is agreed that the undersigned shall maintain the above described roadway in a manner consistent with automobile use.
- 3) The parties agree that they shall be jointly liable for the cost of such maintainance, should such maintainance be performed or contracted for by a vote of two thirds of the undersigned parties. Each land owner shall have one vote (joint ownership shall be considered one for the purposes of this paragraph)
- 4) This agreement shall be deemed to be an obligation running with the land held by the undersigned parties. This agreement shall remain in force until such time as county or state authorities shall agree to maintain the roadway or for a period of 15 years, whichever shall occur first.

Tract Number	Date	Signature
45 Cos # 627	1/29/92	J. P. Stern
46 Cos # 627	1/29/92	H. P. Gibson
31 Cos # 627	<del>1-29-92</del> 1-29-92	Stanley J. Roberts
28 Cos # 627	1/29/92	S. Ogilvie
26 & 27 Cos # 627	1/29/92	Jean Blannan
29 Cos # 627	1-29-92	Darlene J. Golas
41 Cos # 627	1-29-92	Darlene J. Golas

State of Montana County of Ravalli  
 Recorded March 23 1992 at 4:01 PM  
 Book 197 of Deeds Page 258  
 Betty Lund Clerk & Recorder  
 By Doree Rydner Dep. Fee \$24.00

197-258

2

Tract Number

Date

Signature

52 Co # 627

1/31/92

*Marge G. Nelson*  
Marge G. Nelson

All Above signatures

Witnessed by:

*Donna J. Roberts*

State of Montana )  
                          ) ss  
County of Ravalli )

On this 31st day of January, 1992, before me, a Notary Public for the State of Montana, personally appeared DONNA J. ROBERTS, known to me to be the persons whose names ~~are~~ subscribed to the foregoing instrument and acknowledged to me that ~~they~~ <sup>she</sup> executed the same.

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



*Paul O. Hunt*

Notary Public for the State of MT  
Residing at Hamilton, Mt.  
My commission expires 8-13-94

State of Montana )  
                          )ss  
County of Ravalli)

On this 31st day of January, 1992, before me, a Notary Public for the State of Montana, personally appeared DONNA J. ROBERTS and on her oath proved to me that she witnessed the signatures of J. R. STERN, H. P. GIBSON, STANLEY J. ROBERTS, S. OGILVIE, JEAN BRANNAN, LINLEY E. HOSELTON, DARLENE J. GOLAS, and MARGE G. NELSON whose names are subscribed to the foregoing 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.



*Daniel O. Hunt*  
\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at Hamilton, MT  
My commission expires August 13, 1994