

DECLARATIONS OF CONDITIONS, COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 2nd day of June, 1983, by the undersigned, hereinafter called the Declarants,

WITNESSETH:

WHEREAS, Declarants are the owners of the real property hereinafter described and are desirous of subjecting such real property to the restrictions, covenants, reservations and conditions hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof; and,

WHEREAS, it is the intention of the Declarants that these restrictions, covenants, reservations and conditions shall run with the land to each and every parcel and shall apply to and bind all successive owners of each and every parcel;

NOW, THEREFORE, IT IS HEREBY DECLARED AS FOLLOWS:

Property Subject to This Declaration

The land area within the confines of VERNA MEADOWS and all subsequent additions thereto shall be subject to these restrictions, covenants, reservations and conditions. This land area which is hereinafter referred to as VERNA MEADOWS and all subsequent additions thereto, is more particularly described as follows:

No. Quarter of the Northeast Quarter, and the Southeast Quarter of the Northeast Quarter, all in Section Township 31 North, Range 31 West, P.M.M., Lincoln County, Montana.

No other property, other than that described above, shall be subject to this declaration, unless and until specifically made subject thereto.

DECLARATION

The real property described above is subject to the following set of restrictions, covenants, reservations and conditions to insure the best use, appropriate development and improvement of each building site; and, further to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve the natural beauty of said property, and, in general to provide for the quality of improvements in said area and surrounding properties and thereby enhance the value of improvements made by the purchasers of building sites.

1. That said lands shall be used for residential and agricultural purposes only and that no buildings shall be constructed, placed or used thereon for any other purposes. There shall be no commercial use of said property.

2. That no single family dwelling unit shall be permitted with floor space of less than One Thousand Two Hundred (\$1,200.00) square feet, exclusive of basement and attached garage area.

3. No basement, tent, shack, garage, barn, mobile home, trailer house or other outbuilding shall be erected at any time to be used as a residence, nor shall previously occupied houses be moved upon the property.

4. No single family dwelling unit shall be allowed to remain with the exterior in an unfinished and unpainted condition after two years from the date on which construction of such dwelling unit commenced.

5. There shall be no dam or obstruction placed upon Bobtail Creek as it flows through the property, nor shall the main course of the stream be diverted from its natural channel.

6. That it shall be permissible to have and keep livestock and fowls, except goats, but it shall be the obligation of the owner of said lands to adequately and properly fence any area occupied by said livestock or fowls so as to prevent their trespass upon adjacent lands, and no livestock or fowls shall under any circumstances be permitted to run at large.

7. That no person or persons shall reside upon said lands in any housetrailer and no owner shall permit or suffer any person to so reside.

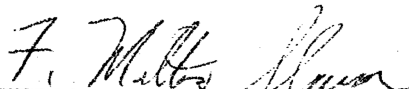
8. That no system of sewage disposal except septic tanks, either with or without connection cesspools, shall be used or established upon said premises, it being understood that when and if a community system of sewage disposal is established within said area, proper connection with said system shall be deemed compliance herewith. All systems for sewage disposal shall comply with standards set forth by the Department of Health and Environmental Sciences of the State of Montana.

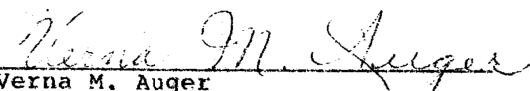
9. No junk (including non-operable motor vehicles or parts thereof), trash, debris or other forms of solid waste, shall be allowed to accumulate on any lot or parcel but shall be promptly and officially disposed of. All rubbish, trash, garbage and other putricable forms of waste shall be kept in sanitary containers equipped with tight fitting lids. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

10. These restrictions, covenants, reservations and conditions are to run with the land and shall be binding upon all parties owning property within VERNA MEADOWS and shall be in effect for a period of ten (10) years from the date hereof, after which time said covenants shall be extended automatically for successive periods of ten (10) years unless a written instrument, signed by eighty percent (80%) of the then current owners of lots has been recorded to amend this Declaration in part or in whole.

ENFORCEMENT shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any of the aforementioned restrictions, either to restrain violation or to recover damages.

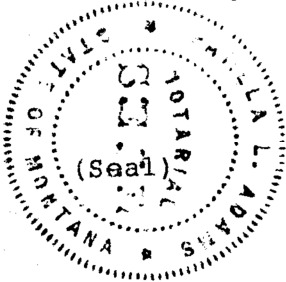
IN WITNESS WHEREOF the Declarants have executed this instrument the day and year first above written.

  
\_\_\_\_\_  
F. Milton Slauson

  
\_\_\_\_\_  
Verna M. Auger

STATE OF MONTANA )  
 ) SS:  
County of Lincoln )

On this 2nd day of June, 1983, before me, a Notary Public for the State of Montana, personally appeared F. MILTON SLAUSCN and VERNA M. AUGER, known to me to be the persons described herein and who executed the foregoing instrument and acknowledged to me that they executed the same.



Pamella L. Adams  
Notary Public for the State of  
Montana, residing at Libby

My Commission Expires: 7-10-83

Reception No. 51564 INDEXED  
Recorded at the request of  
FENNESSY, CROCKER, FENNESSY & ALLEN

on the 3rd of June 1983  
Fee: 2.00 11:00 O'clock A.M.  
Janet B. J. Siegel, by Betty Bell,  
CLERK AND RECORDER, Deputy  
Lincoln County, Montana

Return to: FENNESSY, CROCKER, FENNESSY & ALLEN