Book 148 : Page 126 3 Pages

RESTRICTIVE COVENANTS

233523

VAL HOLMS, ROBERT W. GREENE and MARVIN STERN, of Missoula, Montana, owners of the following described real property located in the County of Ravalli, State of Montana, the same being the real property now duly platted as Lots 3, 4, 5, 6, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32 and 33, Block 2, Riverview Orchards, Ravalli County, Montana, Lots 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, Block 3, Riverview Orchards, Ravalli County, Montana, Lots 1, 2, 3, 4, 5, 19, 20 and 22, Block 4, Riverview Orchards, Ravalli County, Montana, all according to the recorded plat thereof; hereby make the following declarations as to limitations, restrictions, and uses to which the lots or tracts constituting such subdivision may be put, and hereby specify that such declaration shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such subdivision, this declaration of restrictions being designed for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design and use as specified herein:

1. The premises shall not be subdivided into parcels of land comprising less than two (2) acres and no more than one (1) residence shall be erected on the premises or any subdivided parcel of the same.

2. Occupancy of a mobile home for residence purposes shall be limited to a period of six (6) months during the construction of a home; provided, however, this restriction shall not apply to a double-wide mobile home situated upon a poured concrete foundation.

3. No junk cars or trucks or the operation of a junk yard shall be permitted on any portion of the premises. The term

State of Montana, County of Ravalli:
Recorded Dec 16 1976 at 2:20 o'clock P M., Book 148 Page 126
Clerk & Recorder, By _____ Deputy

"Junk yard" means the use of more than one thousand square feet of area where junk, waste, discarded or salvaged materials are bought, sold, exchanged, stored, baled, packed, disassembled or handled, including automobile wrecking yards, and places or yards for storage of salvaged house wrecking and structural steel material and equipment.

4. No swine or sheep shall be kept or maintained on any portion of the premises.

5. No manufacturing or commercial enterprise or enterprises of any kind for profit shall be maintained on, or in connection with any lots hereinabove described. This restriction shall not be construed however, to prevent agricultural activities including but not limited to the following:

(a) Raising of crops,

(b) Raising of livestock, excepting the operation of feed lots,

(c) Raising and harvesting of timber.

6. All dwelling structures and improvements thereto shall be constructed so as to comply with F H A standards existing at the time of construction.

7. All structures incidental to use of the land for agricultural purposes shall be maintained in reasonably good condition and repair; no shacks or dilapidated structures shall be permitted.

8. All structures shall be a minimum of fifteen feet (15) from the boundary line of the parcel on which they are constructed.

9. All garbage and trash cans shall be stored so as to be screened from view and shall have good covers.

10. Trash and unlicensed motor vehicles shall not be accumulated or stored on any lot unless in an enclosed building.

11. If any provision herein or its application to any person or circumstances is held invalid, the remainder of the provisions

wherein or the application of the provision to other persons or circumstances is not affected.

11. These restrictions shall operate for the benefit of any and all persons who now may own, or who may hereafter own any of the above-described lots, 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 for any violation thereof.

12. The covenants, reservations and restrictions created and established herein may be waived, terminated or nullified as to the lots included in any of the blocks hereinabove described, with the written consent of the owners of sixty-five (65%) per cent of the lots covered by these restrictive covenants in any block. No such waiver, termination, or modification shall be effective until the proper instrument in writing shall be executed and recorded in the office of the Clerk and Recorder for Ravalli County, State of Montana.

In Witness Whereof, the undersigned have hereunto subscribed their names on this 25th day of June, 1978.

Val M. Holms

Robert W. Greene

Marvin Stern

STATE OF MONTANA )
) ss
COUNTY OF MISSOULA )

On this 29 day of June, 1978, before me, the undersigned Notary Public for the State of Montana, personally appeared Val M. Holms, Robert W. Greene and Marvin Stern, known to me to be the persons 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 affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for the State of Montana
Residing at Missoula, Montana