

**Latigo II Minor Subdivision
Restrictive Covenants**

1. The lands herein conveyed shall be used principally for residential purposes and any business activities shall be restricted to those types that can be carried on within the confines of a home or private garage without making the residence secondary to the business.

2. No manufacturing, or commercial enterprises, stores, saloon, grocery, or mercantile businesses shall be carried on upon said property except as set forth in No. 1 above so as not to injuriously effect the surrounding tracts in their occupancy as resident.

3. No commercial livestock operation shall be conducted upon said property (including the raising or training of horses, cows, hogs, goats or similar animals) nor shall the commercial raising of poultry be permitted, but this shall not be interpreted as preventing the keeping of such animals or poultry for personal use provided that the same does not become offensive to the owners of neighboring tracts or detract from the attractiveness of the area.

4. The grantees shall be responsible for the fencing of the tracts herein conveyed.

5. All lavatories and/or toilets shall be built indoors and connected with outside septic tanks or cesspools or to an approved sewer system and the same shall be completely covered. Should a sewer system be established and abut this property, it shall be incumbent upon the owner to connect to the same without delay.

6. There shall not be erected on any part of the property herein conveyed any building in which shall be carried on any business offensive, noxious, or detrimental to the use of the land in the vicinity of said lots for private residences, nor shall said lands be used for any purposes which might or could create a nuisance. No junk automobiles, trucks, or bodies therefrom shall be allowed to accumulate on said premises.

7. The purchasers (grantees), shall be responsible for the neat and sanitary disposal of all garbage and refuse accumulated by them on said premises and shall dispose of the same in a manner in conformity with State laws and regulations of the State Board of Health, and they shall do so in a manner inoffensive to neighbors.

8. No mobile home, house trailer, camper or camper trailer, basement, tent, shack, garage, barn or other structure erected on said premises shall at any time be used as a residence, except for a period not to exceed one year while a dwelling is being constructed. This is not intended to exclude modular homes placed on said tracts on a permanent basis.

9. Home owners are responsible for control of all noxious weeds.

10. All utilities are to be underground.

11. The purpose of the foregoing restrictions, which shall be deemed perpetual in duration, shall be construed as covenants running with the land and are designed to insure the use of the property for residential purposes, to prevent nuisances, to prevent impairment of the attractiveness of the property and to maintain the desired tone of the community and to secure to adjacent property owners the full benefit and enjoyment of their property. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be allowed or permitted.

Latigo II Minor Subdivision Restrictive Covenants

William H. Louis
William H. Louis

Mardie A. Louis
Mardie A. Louis

Subscribed and sworn to before me this 3rd day of April
1997. C. O. S. # 179649 Notary Public for the
State of Montana, residing at Manhattan, Montana. My com-
mission expires 12-22-98

179651

State of Montana County of Jefferson
Recorded May 28 1997 at 10:24am
Book 49 of Misc Page 1005-1006
Dorise Ramey Clerk & Recorder
By Dep. Fee 12.00



C.O.S. # 179649 FOLIO 502-A

NOTICE OF PURCHASERS' INTEREST

NOTICE IS HEREBY GIVEN that on the 25th day of December, 1993, a Contract for Deed, of which this is an abstract, was executed by and between LEVANGER TRUST, of P.O. Box 659, Whitehall, Montana 59759, as Seller, and WILLIAM H. LOUIS and MARJIE A. LOUIS, of P.O. Box 3229, Bozeman, Montana 59722, as Buyers, said Contract for Deed providing for the sale of real property situated in Jefferson County, Montana, more particularly described as follows:

Lot #2 together with a 30' Easement along the West Boundary to allow access to adjoining Lots.

Lot #11 together with a 30' Easement along the West Boundary to allow access to adjoining Lots.

Lot #10 together with a 30' Easement along the West Boundary to allow access to adjoining Lots.

Lot #18 together with a 30' Easement along the East Boundary to allow access to adjoining Lots.

Lot #19 together with a 30' Easement along the East Boundary to allow access to adjoining Lots.

Lot #20 together with a 30' Easement along the East Boundary to allow access to adjoining Lots.

Lot #21 together with a 30' Easement along the East Boundary to allow access to adjoining Lots.

Lot #22 together with a 30' Easement along the East Boundary to allow access to adjoining Lots.

All Lots are shown on the certain Certificate of Survey recorded in the office of the Clerk & Recorder of said Jefferson County under Reception No. 101230, Folio 56, located in Section 7, Township 1 North, Range 4 West, P.M.M.

SUBJECT, HOWEVER, to those covenants running with the land which are described in Addendum A attached hereto.

SUBJECT, HOWEVER, to such reservations and exceptions as to be contained in conveyance to the seller, or to its predecessors, in interest, and further subject to such easements and rights of way over and across said premises as may be of record.

" ADDENDUM A "

RESTRICTIVE COVENANTS

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can be carried on within the confines of a home or private garage without making the residence secondary to the business.

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9. The purpose of the foregoing restrictions, which shall be deemed perpetual in duration, shall be construed as covenants running with the land and are designed to insure the use of the property for residential purposes, to prevent nuisances, to prevent the impairment of the attractiveness of the property and to maintain the desired tone of the community and to secure to adjacent property owners the full benefit and enjoyment of their property. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be allowed or permitted.

The original of said Contract for Deed is escrowed at Whitehall State Bank, of Box 310, Whitehall, Montana 59759, together with a Warranty Deed executed by said Seller. Said Contract for Deed requires payment in full by said Buyers at which time said Escrow Agent is instructed to deliver said Contract for Deed and Warranty Deed to said Buyers.

The Buyers will provide a full and complete copy of the Contract for Deed, without cost, upon request of any person.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this ____ day of December, 1993.

SELLER
Whit Levanger
 WHIT LEVANGER, Trustee
 LEVANGER TRUST

Georgia Levanger
 GEORGIA LEVANGER, Trustee
 LEVANGER TRUST

BUYERS
William H. Louis
 WILLIAM H. LOUIS

Mardie A. Louis
 MARDIE A. LOUIS

STATE OF MONTANA)
) ss.
 County of Jefferson)

On this 23rd day of December, 1993, before me, the undersigned, a Notary Public for the State of Montana, personally appeared WHIT LEVANGER and GEORGIA LEVANGER, Trustees of the LEVANGER TRUST, 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 affixed my official seal the day and year first above written.



(SEAL)

Harold Mulligan
 Notary Public for the State of Montana
 Residing at Whitehall, Montana
 My commission expires March, 1994

STATE OF MONTANA)
) ss.
 County of Jefferson)

On this 23rd day of December, 1993, before me, the undersigned, a Notary Public for the State of Montana, personally appeared WILLIAM H. LOUIS and MARDIE A. LOUIS, 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 affixed my official seal the day and year first above written.



Howard Mulligan
 Notary Public for the State of Montana
 Residing at W. Hill Montana
 My commission expires 12/31/94

PREPARED BY:

Randy Harrison
 HARRISON LAW OFFICES
 Attorneys at Law
 210 N. Higgins Ave., Suite 336
 Missoula, MT 59802
 (406) 721-7210

166540

State of Montana _____ County of Jefferson
 Recorded Feb 2 1994 9:40am
 Book 43 of 47155 Page 86-1
Bonnie Ramsey Clerk & Recorder
 By _____ Dep. Fee 24.00
 (CN)