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083892 Fee: \$ 35.00 Bk Pg

FERGUS COUNTY Recorded 06/05/2008 At 11:25 AM

Kathy Fleharty, Clk & Rodr By Lin Marceau

Return to: KAY HAWN PO BOX 732

LEWISTOWN, MT 59457

COVENANTS AND RESTRICTIONS

We, LAWRENCE E. SESSIONS and JUDITH M. SESSIONS, husband and wife of Onawa, Iowa, TED M. HAWN and KAY D. HAWN, husband and wife of Lewistown, Montana and JACOB D. HAMAN and LESLIE K. HAMAN, husband and wife of Coon Rapids, Minnesota, the owners of real property situated in Fergus County, Montana, described as follows:

Lots 1,2, and 3 of Sessions Subdivision located in SW $\frac{1}{4}$ NW $\frac{1}{4}$, and NW $\frac{1}{4}$ SW $\frac{1}{4}$, of Section 26, Township 15 North and Range 18 East.

Hereby declare that the following covenants and restrictions shall attach to and run with the land and all and each portion thereof.

All persons or corporations who now own, or shall hereafter acquire any interest in and to the above described property or any part thereof or interest therein, shall be taken and held to agree and covenant with the owners of their parcels thereof, and with their heirs, successors and assigns, to conform to and observe the following covenants, restrictions and conditions as to the nature and use thereof and as to the construction of single family dwelling and improvements hereon. The covenants and restrictions are as follow:

1. No parcel shall be further subdivided and no one owning a parcel shall sell a part, except to the owner of one of the other two parcels, without the written consent of all the owners of the above described property and the governing body of Fergus County, Montana.

2. All of the said real property shall be used only for residential purposes or home-based business. No signs indicating a business shall be displayed that are visible from outside of the home. No livestock, poultry or pets whatsoever shall be raised or kept or cared for on the parcels of said land on a commercial basis. No motor vehicles, machinery or equipment or parts thereof shall be stored or allowed to accumulate on any parcel of land while such vehicles, machinery or equipment are not in use. This shall not apply to horse trailers for transporting horses owned by the owner of the parcel.

3. No structure shall be erected on any parcel of said premises except one single family residence, not to exceed two (2) stories in height, a private garage for not more than three (3) cars and two additional structures. No temporary building intended for use in whole or in part as the main residential building or as a garage, barn, shed or other outbuilding, shall be moved upon any parcel of said premises. All buildings on said premises, including barns and other outbuildings, shall be newly constructed on the parcel upon which they are to be permanently situated, except a modular home manufactured and placed by a reputable manufacturer and

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installer thereof. Any temporary buildings currently existing on the premises are exempt from this covenant and restriction.

4. No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any parcel at any time as a residence. This prohibition and restriction shall extend to and include mobile homes, single or double width, whether or not placed upon a foundation affixed to the land; but shall not include a modular home manufactured and placed on it's permanent location by a reputable manufacturer and installer therefor.

5. No building shall be placed upon any parcel of the premises nearer than fifty (50) feet from the boundary line or the right of way or easement line of any street or road serving the parcel, unless the contour of the particular parcel will not permit compliance herewith, in which case compliance with this restriction will not be required. No structure shall be erected on the parcel of land located between the eastern edge of Lot 3 and Castle Butte Road without the written consent of the owner of Lot 3.

6. The owner or owners of a single parcel or his/her or their family shall be permitted to raise, keep, run and care for horses only and not more than two (2) such animals. All ownership of such livestock shall be for family and non commercial use only.

7. Any owner or owners of a parcel of the premises who own and keep horses thereon must keep the said horses in a good and secure fence of sufficient height and number of strands to turn said horses and to keep it enclosed.

8. No noxious, offensive or illegal activity shall be carried on upon any of the parcels; nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

9. No parcel or portion of the described premises shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in tightly covered sanitary containers. All equipment used for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No bulky or large materials, vehicles or machinery shall be allowed to accumulate so as to create an eyesore or a nuisance to the neighborhood.

10. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants automatically shall be extended for successive periods of ten (10) years unless changed in whole or in part as hereafter stated. These covenants may be changed in whole or in part at any time by an instrument in writing, signed by two-thirds (2/3) of the owners of parcels of the premises, recorded in the office of the Clerk and Recorder of Fergus County, Montana.

11. These covenants and restrictions may be enforced by any public authority having jurisdiction over the premises or by any owner of a parcel of the described premises.

Enforcement shall be proceeding in law or equity against any person or persons violating, or attempting to violate any covenant hereof, either to restrain violation or to recover damages.

12. Invalidation of any one of these covenants by judgment or by Court order shall in nowise effect any of the other provisions which shall remain in full force and effect and in the event that at the time these covenants shall be in full force and effect under Paragraph 10 hereof is, by Court order, held to be excessive or unreasonable, then, nevertheless, these covenants shall continue and be in full force and effect for a reasonable time hereafter.

Dated this 24 day of May, 2006

Lawrence E. Sessions
Lawrence E. Sessions

Judith M. Sessions
Judith M. Sessions

On this 24 day of May, 2006, before me the undersigned, a Notary Public for the State of Iowa, personally appeared LAWRENCE E. SESSIONS AND JUDITH M. SESSIONS, 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 Notarial Seal the day and year in this Certificate first above written.

Brenda Croker
Print Name



(NOTARIAL SEAL)

Brenda Croker
Notary Public for the State of Iowa

Residing at Whiting, Iowa

My commission expires: 12-14-07

Dated this 3rd day of January, 2006

Ted M. Hawn
Ted M. Hawn

Kay D. Hawn
Kay D. Hawn

On this 3rd day of January, 2006, before me the undersigned, a Notary Public for the State of Montana, personally appeared TED M. HAWN AND KAY D. HAWN, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

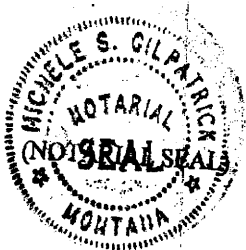
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this Certificate first above written.

Michele S Gilpatrick
Print Name

Michele S Gilpatrick
Notary Public for the State of Montana

Residing at Lewistown, Montana

My commission expires: Jan 28 2009



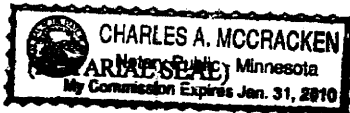
Dated this 23 day of May, 2006

Jacob D. Haman
Jacob D. Haman

Leslie K. Haman
Leslie K. Haman

On this 23 day of May, 2006, before me the undersigned, a Notary Public for the State of Minnesota, personally appeared, JACOB D. HAMAN AND LESLIE K. HAMAN, 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 Notarial Seal the day and year in this Certificate first above written.



Charles A McCracken
Print Name

[Signature]
Notary Public for the State of Minnesota

Residing at 5000 Maple, Minnesota

My commission expires: 1-31-2010

89392

BEING C/S 77 LOCATED IN THE SW 1/4 NW 1/4 AND THE NW 1/4 SW 1/4 OF SECTION 26, T.15N., R.18E., P.M., FERGUS COUNTY, MONTANA

We, the undersigned property owners, do hereby certify that we have caused to be surveyed, subdivided and platted into lots, as shown by the attached subdivision plat, the following described tract of land to-wit:

[illegible]

Dated this 2nd day of October, A.D., 1897

Notary Public John A. McChesney
Residing at 1000 1st St. N. W.
My commission expires 1922

This survey does not constitute a complete title search by *McIntyre, Sturtevant & Co.* The survey was conducted for the purpose of determining the ownership of the tract of land and adjacent lands, 2) compatibility of the use description with those adjacent tracts and, 3) rights of way, easements and other circumstances of record affecting the tract of land.

COUNTY COMMISSIONERS ACCEPTANCE


 Chairman Board of County Commissioners
 J. H. Smith
 J. H. Smith
 J. H. Smith

CLERK AND BROTHER CERTIFICATION
I hereby certify that the within and past was filed for record in my office on the 18th day of October 1991 at 10:00 o'clock P.M.
Wm. Howard 11/13/91
See a return to Hunt's Office
3 copies Court's info sent to Howard
W. L. Spive

MILESTONE
STREYING, INC.
254 GARDY AVE. LEBANON, N. H. 03601
603/441-6170 FAX: 603/441-6279