

3-10783

BOOK 50 MISC. PAGE 903

STATE OF MONTANA)
) :SS
County of Jefferson)

Filed for record this 17 day of October, 1997, at
9:15 o'clock A. M. and recorded in Book 50 of MISC.
at page 903-906 of the records of the County of Jefferson,
Montana.

Fee: \$4.50

Indexed: CD

191258

Bonnie Ramsey
Clerk and Recorder
By _____
Deputy

ABSTRACT OF CONTRACT FOR SALE
OF
REAL ESTATE

This is an Abstract of a Contract for Sale of Real Estate, dated the 15th day of October, 1997, between EDGAR G. BROWN and JOSEPHINE I. BROWN, husband and wife of P. O. Box 15. Jefferson City, MT 59638, herein called "Seller", and TRAVIS B. GARY of 3283 Highway 12 East, Helena, MT 59601, herein called "Buyer".

The effect of the document abstracted is that the Seller is Selling to the Buyer, the following described real estate, in the County of Jefferson, to-wit:

Parcel 7 of Certificate of Survey No. 107895, folio 91-C, which Certificate of survey covers lands in Sections 31 and 32, Township 8 North, Range 3 West, P.M.M. TOGETHER WITH a nonexclusive Easement as described in Book 134 of Deeds, page 524. SUBJECT TO RESTRICTIVE COVENANTS ATTACHED HERETO

That said Buyer will provide a full and complete copy of the document abstracted without cost upon request as set forth in Section 70-21-101, M.C.A.

Dated this 15th day of October, 1997.

Edgar G. Brown
Edgar G. Brown

Josephine I. Brown
Josephine I. Brown
Seller

Travis B. Gary
Travis B. Gary
Buyer

STATE OF MONTANA)
) :SS
County of Jefferson)

This instrument was acknowledged before me this 15th day of October, 1997, by EDGAR G. BROWN and JOSEPHINE I. BROWN, husband and wife.

(Notarial Seal)

Allen F. Kelley
Notary Public for the State of Montana
Residing at: Helena, Mt.
My Commission expires: 8-13-99

STATE OF MONTANA)
) :SS
County of Jefferson)

This instrument was acknowledged before me this 15th day of October, 1997, by TRAVIS B. GARY.

(Notarial Seal)

Allen F. Kelley
Notary Public for the State of Montana
Residing at: Helena, Mt.
My Commission expires: 8-13-99



DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

Edgar G. Brown & Josephine J. Brown, herein the Grantors, are the titled owners of that certain property located in Jefferson County, Montana, more particularly described as follows:

Parcel 7 of Certificate of Survey No. 107895, Folio 91C, located in Sections 31 and 32, Township 8 North, Range 3 West, P.M.M., containing 20.0487 acres.

Edgar G. Brown & Josephine I. Brown, hereby subject said property to the conditions, covenants and restrictions set forth herein. These restrictions, conditions, covenants, and limitations shall run with the land and shall be binding upon the present owners and all subsequent Grantees of any portion of any area included within the aforesaid legal description.

The immediate Grantors and all future Grantees, their heirs and assigns forever, of any portion of said property, covenants and agree by the acceptance of a conveyance to faithfully observe and comply with said restrictions, conditions, covenants and limitations.

- 1) It is the responsibility of the Grantee, (buyer) to provide adequate fencing of their tract on all sides, i.e. to "fence out" or restrict access to their property by livestock that may otherwise enter their tract from adjoining properties.
- 2) All future Grantees consent and agree that any roads and bridges giving access to the property are not maintained by Grantor.
- 3) All future Grantees covenant and agree that the Grantor (owners of Lot #8) and Edgar G. & Josephine I. Brown (owners of Lot #7) have reserved an easement (for access and utilities of all kinds) from the Interstate frontage Road, across the bridge over Prickley Pear Creek, thus providing access to Lot #7, Lot #8 and Lot #9.
- 4) Commercial or private logging shall not be allowed on the tract until Grantor is paid in full. Until that time Grantees covenant and agree not to privately or commercially harvest growing trees on the tract.
- 5) No subdivision of the lot shall be allowed until the contract balance is paid in full.
- 6) The Grantees of the parcel shall perform the duties required under the noxious weed control plan as submitted to Jefferson County by Grantors.
- 7) The seller represents that no water rights to Prickley

Pear Creek go with this sale; If, however, the Buyer is able to perfect any rights to Prickley Pear Creek that were formally owned by Seller, Seller agrees to sign such rights over to Buyer.

All of these restrictive covenants shall be for the benefit of the grantees and any other person or persons who may acquire an interest in this property through subdivision or otherwise. The Grantor and every person having any right, title or interest in any of the lots shall have the right to prevent or stop any violation of any restriction by injunction or other lawful procedure in law or in equity against the person or persons violating or threatening to violate these restrictive covenants, but nothing herein shall be so construed as to impose an obligation on the Grantor to enforce the covenants. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provision which shall remain in full force and effect.

Edgar G. Brown
EDGAR G. BROWN

Josephine I. Brown
JOSEPHINE I. BROWN

STATE OF MONTANA)
County of Lewis & Clark) :SS

This Instrument was acknowledged before me this ¹⁴15 day of October, 1997, by EDGAR G. BROWN AND JOSEPHINE I. BROWN.

(Notarial Seal)

[Signature]
Notary Public for the State of Montana

Residing at: Helena, MT
My Commission expires: 8-13-99

