

COVENANTS AND CONDITIONS OF FROGGY FLATS

Whereas, the Declarant is the owner of all of the land described in the following land description and desires to place covenants, conditions and restrictions on said land for the use and benefit of themselves, as its present owners, and for the future owners thereof.

Land owned by the Declarant in Section 12, Township 24 North, Range 32 West. Being C.O.S. 2711 MS, Lots 1-5.

Now, therefore, the Declarant does hereby declare that the property above-described shall be sold and conveyed subject to the following easements, restrictions, covenants and conditions; all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property, and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

1. Lot use: Lots shall be for single-family residential use. There shall be no more than one primary dwelling and one guesthouse. The primary dwelling shall have a minimum of 1,200 sq. ft. A single recreational vehicle can be placed upon any lot and used for temporary recreational purposes for a period not to exceed (6) months in any calendar year.
2. Compliance with Health Regulations: No activity shall be conducted in violation of any Montana State law, Montana State regulation, or local ordinance or regulation with respect to water supply, air pollution, sewage disposal, and sanitation.
3. Waste Materials: No building site shall be used or maintained as a dumping or storage area for rubbish, trash, garbage, brush or other waste. All trash, junk, garbage and other waste shall be kept in sanitary and rodent-proof containers. No automobiles, automobile bodies, motor vehicles or parts thereof may be left exposed to view from other parcels in an inoperative condition.
4. Animals: A maximum of (2) horses may be kept on the property, provided adequate shelter is available as necessary, the lot is not

overgrazed and all refuse generated by the animals is removed so as not to create an offensive odor. Any animals, including dogs, kept by an owner must be kept within the boundaries of the Owner's property by fence or whatever means is necessary. No lot owner will be permitted to operate a feedlot, commercial poultry or pig farm or domesticated animal breeding operation on any lot. Vicious or barking dogs shall not be kept or maintained on any lot at any time.

5. Offensive Activity: No noxious or offensive activity shall be carried on or permitted upon any parcel, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood; nor shall the premises be used in any way for any purpose which shall endanger the health, safety or welfare or unreasonably disturb the residents of any other parcel. No materials or mechanical equipment shall be used in a manner detrimental to the residential use of the surrounding tracts because of vibration, noise, dust, smoke or odor.

6. Firearms: The discharging of firearms shall not be allowed.

7. Building Standards: The following construction standards shall be followed for all residences placed on the premises: All residential construction once begun shall be completed as to the exterior finish within 18 months after the start of construction.

- a. A manufactured home may be installed provided the home is new when installed, at least 24 feet wide, no less than a 4-12 roof pitch, at least 8" of roof overhang, with a permanent foundation or skirted with attractive materials.
- b. Metal roofs shall be permitted only if they shall have been painted during the course of their manufacture. Bare aluminum, steel, galvanized surfaces or other metallic unpainted at factory surfaces, roofing or siding shall not be permitted.
- c. No residential building nor any appurtenance or outbuilding shall be less than ten (10) feet from any adjoining property line, and fifty (50) feet from the property boundary where there is a road adjacent (centerline of road).
- d. Each residence once constructed on a parcel shall be kept in the same condition as at the time of its initial construction, excepting normal wear and tear. If all or any portion of a residence is damaged or

destroyed by fire or other casualty, the owner thereof shall with due diligence rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs and shall be completed within twelve (12) months after the damage occurs unless prevented by causes beyond the control of the owner. If the owner desires not to rebuild upon destruction of the residence, he shall remove all debris and maintain the parcel in a presentable and orderly manner until rebuilding occurs.

8. Resubdivision: No lot may be further divided unless 100% of lot owners in Froggy Flats consent to the division. Any such division would also be subject to review by Sanders County and the Montana Department of Environmental Quality.
9. Noxious Weeds: All lot owners shall comply with the Sanders County Weed Policy and any disturbed areas shall be reseeded to minimize erosion and weed growth.
10. Access: Lots one through five (1-5) will be accessed from the county road. Lot one (1) can also be accessed from the east access road with a maximum of one driveway.
11. Commercial Activity: Trade, craft, business and professional activities are permissible so long as the activity is conducted by family members occupying the residence and does not conflict with No. (3) and No. five (5). All activity must be contained in a building. Up to (3) pieces of trade equipment are permissible as long as they are operative.

TERM OF DECLARATION

The provisions of this Declaration shall run with the land and be binding for a term of twenty (20) years from the date of this Declaration after which time the Declaration shall be automatically extended for successive periods to ten (10) years each unless there shall be recorded an instrument signed by the owners of 100% of the lots who agree to terminate these covenants.

AMENDMENT

This Declaration may be amended by an instrument signed by the owners of 100% of the parcels affected agreeing to such amendment.

ENFORCEMENT

The Declarant or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereinafter imposed pursuant to the provisions of this Declaration. The failure by the Declarant or any owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. The Declarant shall have no duty to take any affirmative action to enforce any restrictive covenants nor shall it be subject to any liability for its failure to so act.

If any person entitled to do so shall bring formal legal action to enforce any provision of this Agreement, the prevailing party to such action shall be entitled to recover from the other party reasonable attorney's fees and costs of the action.

It is hereby declared that the Sanders County Justice Court shall have original jurisdiction and be a proper forum for any enforcement action initiated hereunder.

It is understood that the Sanders County Board of Commissioners is a party to these covenants, and has no obligation to enforce them.

SEVERABILITY

Invalidation of any one of these covenants or restrictions by court order, judgement or decree shall in no way affect the remaining provisions, which shall remain in full force and effect.

DATED this 28 day of Aug, 2008

Gene A. Jopling
Gene A. Jopling, Declarant

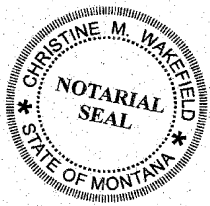
Karen L. Bosch
Karen L. Bosch, Declarant

STATE OF MONTANA)

County of Sanders)

On this 28th day of August, 2008, before me, a
Notary Public for the above state, personally appeared GENE A. JOPLING and
KAREN L. BOSCH, Declarants, 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 on the date and year first above written.



Christine M. Wakefield
Notary Public - State of Montana
Residing at Thompson Falls
My commission expires: 10/21/09

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26752 BOOK: 1 MISC. PAGE: 5783 PAGE: 0
STATE OF MONTANA SANDERS COUNTY
RECORDED: 09/14/2006 9:11 ROL: SUBD DOCS
PAT INGRAM CLERK AND RECORDER
FEE: \$5.00
BY: *Sanders*
TO: GENE JOELING KAREN BOSCH, P.O. BOX 1614, TROUT CREEK, MT