

DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS
AND CONDITIONS OF GRANT CREEK CENTER PHASE I
AND PHASE II

This Declaration made this 25 day of FEB.,
1980, by Dennis R. Washington, of Missoula, Montana,
hereinafter called "Declarant":

WITNESSETH:

WHEREAS, Declarant is the owner of all of the real property described in Exhibit "A" attached hereto, and desires to place restrictions, covenants and conditions upon said real property; and,

WHEREAS, the following restrictions, covenants and conditions shall be placed on said property and the owners and contract purchasers shall be charged with the following restrictions, covenants and conditions; and,

WHEREAS, the said real property described shall be known as "Grant Creek Center, Phase I and Phase II".

NOW, THEREFORE, Declarant hereby makes the following declarations as to limitations, uses and restrictions to which the specifically above-named tracts or any part thereof constituting said real property may be put, hereby specifying that such declarations shall constitute covenants to run with the land specified herein and shall be binding upon all parties and persons coming under them, for the limitation and benefit of all future owners in said Grant Creek Center, and shall inure to the benefit of and be binding upon each successor in interest of the owner hereof, and further declares that all the specified property above-described shall be held, used, sold and conveyed subject to the following restrictions, covenants and conditions, and easements for the purpose of maintaining and preserving the stream and streambed of Grant Creek, to enhance and protect the value of the real property adjacent to said stream,

and to prevent the impairment of attractiveness of the property, thereby securing to each owner the full benefit and enjoyment of the property.

PROTECTIVE COVENANTS

The following protective covenants are designed to maintain and preserve the stream and streambed of Grant Creek. These protective covenants shall constitute a covenant running with the land for each tract within the property described herein.

Section 1: Vehicles, construction activity, dumping, filling, and disposal of any waste are not permitted within the designated drainage easement of Grant Creek.

Section 2: Riprap and any other bank stabilization and erosion control measures are subject to the review and approval of the local conservation district by authority of the Streambed Preservation Act of Montana.

Section 3: Vegetation within fifty (50) feet of the designated drainage easement, exclusive of that which is removed for buildings and improved parking and storage areas, shall be maintained by the property owner and shall be replaced if disturbed during construction or any other activity.

ENFORCEMENT

These covenants may be enforced by the Declarant, the City of Missoula, or any owner of real property within the Grant Creek Center Phase I and Phase II subdivision, by an appropriate proceeding at law or in equity, and may include proceedings to enjoin the violation and recover damages. Invalidation of any one of the restrictions shall in no way effect other provisions which shall remain in full force and effect. Failure to enforce any provisions shall not be deemed a waiver of the right to do so thereafter.

EXH 161 INT 1353

IN WITNESS WHEREOF, the Declarant has executed this
instrument this 25 day of FEB, 1980.

DECLARANT:

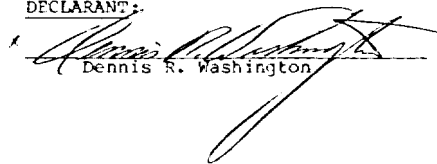

Dennis R. Washington

EXHIBIT "A"

Legal Description

Lots 2, 3, 7, and 15 Grant Creek Center Phase I, and
Lots 16, 27, 28, 29, 30, and 31, Grant Creek Center Phase
II a subdivision in Missoula County, Montana, according to
the official recorded plat thereof

484218

I received and filed this instrument for record on the 4th day of April 19 71 at 10:00 o'clock A.M. and it
is recorded in Vol. 161 of Micro Records of the County of Missoula, State of Montana, on page 135 of 8
Part 24 Return to Johnson & Co. Witness my hand, Fern Hart, County Recorder
Address _____ Brian J. Cunningham Deputy