

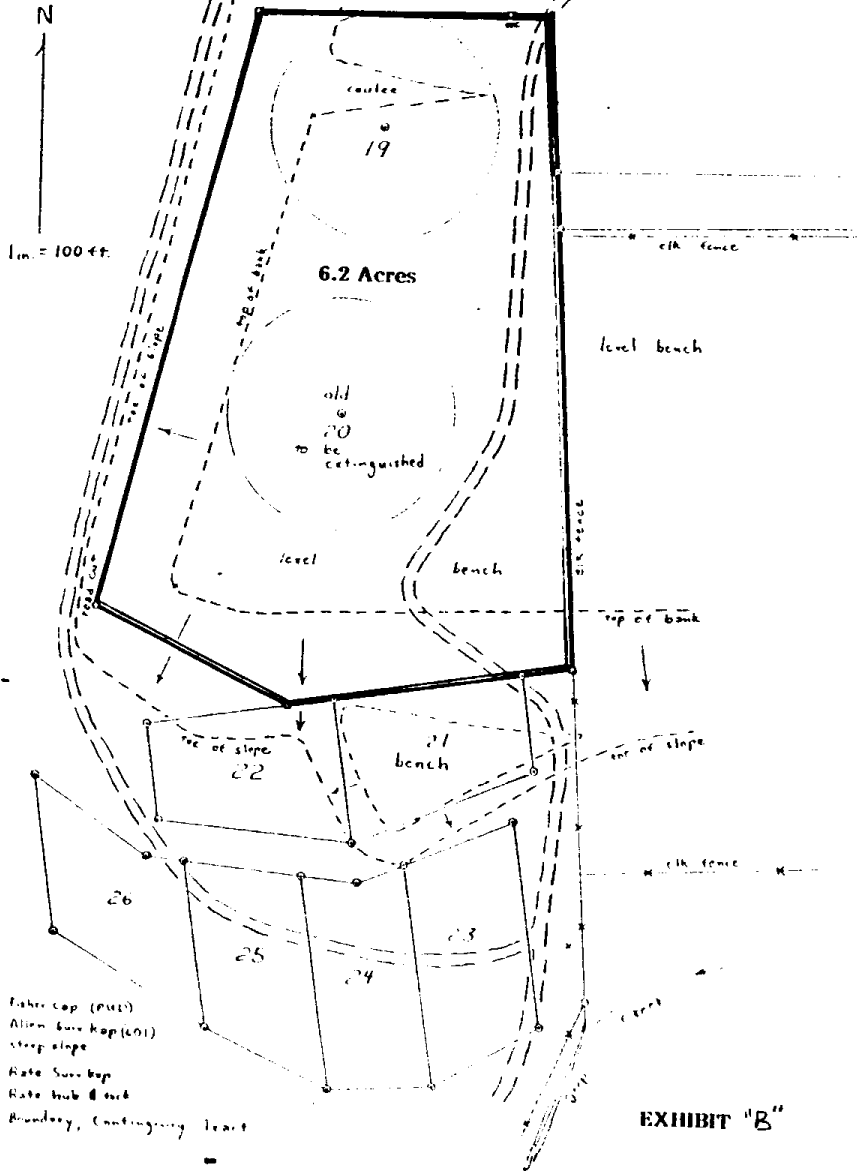
**DETAIL SKETCH**

Portion of  
 Jumping Rainbow PUD (G.P.A.)  
 E 1/2 Sec 35, T35, R9E, MPM

For: John Sullivan

By: Henry A. Rate  
 37165

Oct 4, 1988



State of Montana }  
 County of Park } ss  
 Filed for record this 1 day of June, A.D. 19 94, at 4:52  
 o'clock P. M. Recorded in Roll 101, Pages 719-724  
 By B. DEAN HOLMES Deputy  
 County Clerk & Recorder 239829 Security File  
 Recording Fee \$ 36.00 Document No. 239829 Return to Livinston, MT  
S/D 72, S/D 103

**DECLARATION OF NEGATIVE DEVELOPMENT EASEMENT**

**THIS DECLARATION OF NEGATIVE DEVELOPMENT EASEMENT** is made and given this   1   day of June, 1994, by **JRR, LC**, a Montana limited liability company, with its principal office at HC 38 Box 2027, Livingston, Montana 59047 (hereinafter referred to as "Declarant")

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of the following described land in Park County, Montana (individually referred to as a "Lot" and collectively as the "Lots")

Lots 1 through 18, inclusive, Lots 21 through 26, inclusive, and Lots 28, 29, 31, 34, and 36, all of Jumping Rainbow Ranch Subdivision, a tract of land located in the SE $\frac{1}{4}$  of Section 26, and the NW $\frac{1}{4}$ , NE $\frac{1}{4}$  and the SE $\frac{1}{4}$  of Section 35, Township 3 South, Range 9 East, P.M.M., Park County, Montana, according to Subdivision Plat No. 72, on file and of record in the office of the County Clerk and Recorder of Park County, Montana, and

Lot 20A of the Amended Plat of Jumping Rainbow Ranch Subdivision, a tract of land located in the SE $\frac{1}{4}$  of Section 26, and the NW $\frac{1}{4}$ , NE $\frac{1}{4}$  and the SE $\frac{1}{4}$  of Section 35, Township 3 South, Range 9 East, P.M.M., Park County, Montana, according to Subdivision Plat No. 103, on file and of record in the office of the County Clerk and Recorder of Park County, Montana

**WHEREAS**, Declarant is the owner of or has the right to acquire Lot 37 of Jumping Rainbow Ranch Subdivision, a portion of which is adjacent to the above-described property, and Declarant desires to restrict development to that portion of Lot 37 immediately adjacent to and surrounding the above-described Lots

**NOW, THEREFORE**, Declarant hereby declares that all of the property within the hereinafter described Negative Development Area shall be held, sold and conveyed subject to the following negative easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Lots, and which shall run with the real property and be binding on all parties having any right, title or interest in the Negative Development Area or any part thereof, and upon their heirs, personal representatives, successors and assigns and shall inure to the benefit of the Lots and the present and future owners of the Lots, and their heirs, personal representatives, successors and assigns.

**1. Description of Negative Development Area.** The terms, conditions and covenants of this Declaration shall be applicable to and binding upon that portion of Lot 37 in Jumping Rainbow Ranch Subdivision, situated in Park County, Montana, more particularly described as follows (the "Negative Development Area"):

That portion of Lot 37 of Jumping Rainbow Ranch Subdivision commonly known and referred to as the Upper Ranch area and lying east of the crest or line of the bench separating the Upper Ranch from the Lower Ranch, which is more particularly shown and depicted as the cross-hatched area on **Exhibit "A"** attached hereto and by this reference made a part hereof; **EXCEPTING THEREFROM** the areas comprising the Lots within Jumping Rainbow Ranch Subdivision; **AND FURTHER EXCEPTING THEREFROM**, that certain tract of land consisting of approximately 6.2 areas, more or less, being Lot 19 of Jumping Rainbow Ranch Subdivision and a 5.2 acre tract adjacent to and surrounding said Lot 19, which tract of land is more particularly shown and depicted on **Exhibit "B"** attached hereto and by this reference made a part hereof.

**2. Development Restrictions.** The Declarant does hereby declare that within the Negative Development Area:

- (a) No building, structure or other improvement erected thereon shall at any time be used for the purpose of any trade, profession, manufacturing or business of any kind or description; provided, however, that the foregoing shall not prohibit or preclude the Declarant from using the property for normal farm, ranch or agricultural purposes, including without limitation, the grazing and pasturing of livestock and the construction of barns, corrals or fences to contain such livestock (but Declarant shall not be obligated to build or construct any such barns, corrals or fences), except that no feedlot shall be permitted or allowed, and that the Declarant and its permittees shall be further entitled to use the property for purposes of riding horses or similar equestrian activities.
- (b) The said Negative Development Area shall not be subdivided, resubdivided, split, altered or reduced in size in any way or manner whatsoever; provided, however, (i) that the foregoing shall not prohibit an adjustment or relocation of common boundary lines between a Lot and that adjacent portion of Lot 37 within the Negative Development Area, and (ii) the Declarant reserves the right, acting in its sole discretion, to relocate Lots 28, 29, 31, 34 and 36 from their present location within the Subdivision into the Negative Development Area, and to file a certificate of survey or amended plat in connection with the relocation of said lots, together with such documents or instruments as may be necessary to effectuate the relocation of said lots.

**3. Enforcement.** Violation of any restrictions, conditions, covenants or agreements herein contained shall give to any owner of a Lot and to JRR Homeowners' Association, Inc. (the "Association") acting through its directors, the right to enter upon the property within the Negative Development Area, and to summarily abate and remove any erection, thing, or condition that may be in, or upon said Negative Development Area contrary to the provisions hereof without being deemed guilty of trespass. The result of every act or omission whereby any

restrictions, condition, covenant or agreement is violated in whole, or in part, is hereby declared to be and constitute a nuisance, and every remedy allowed by law against a nuisance, either public or private, shall be applicable against every such result. The Association, or any owner of a Lot, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and covenants now or hereafter imposed, and such remedies shall be cumulative and not exclusive. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**4. Costs of Enforcement.** In the event the Association or any Owner commences an action for the enforcement of this Declaration, the prevailing party in any such action shall be entitled to recover all costs, charges and expenses thereof, including reasonable attorney's fees.

**5. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

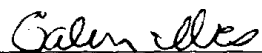
**6. Amendment.** Any term, condition, covenant or provision herein may be amended or revoked, and additional provisions added, at any time by a written instrument recorded in the office of the Clerk and Recorder of Park County, Montana, duly signed and acknowledged by the Declarant and by the owners of record of not less than sixty percent (60%) of the Lots benefited by this Declaration.

**7. Term.** The provisions of this Declaration shall be binding for a term of twenty-five (25) years from the date of this Declaration, after which time the Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Declarant and by the owners of sixty percent (60%) of the Lots benefited hereby has been recorded, agreeing to revoke or terminate this Declaration.

**IN WITNESS WHEREOF**, the undersigned, being the Declarant herein, has executed this Declaration as of the day and year first above written.


JRR, LC, a Montana limited liability company

By:   
CHARLES LAKOVITCH, a Member

By:   
GALEN IBES, a Member

STATE OF MONTANA )  
 ) ss.  
County of Park )

This instrument was acknowledged before me on June 1, 1994, by CHARLES LAKOVITCH and GALEN IBES, as the Members of JRR, LC, a Montana limited liability company.

  
\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission Expires 9/27/95

(SEAL)

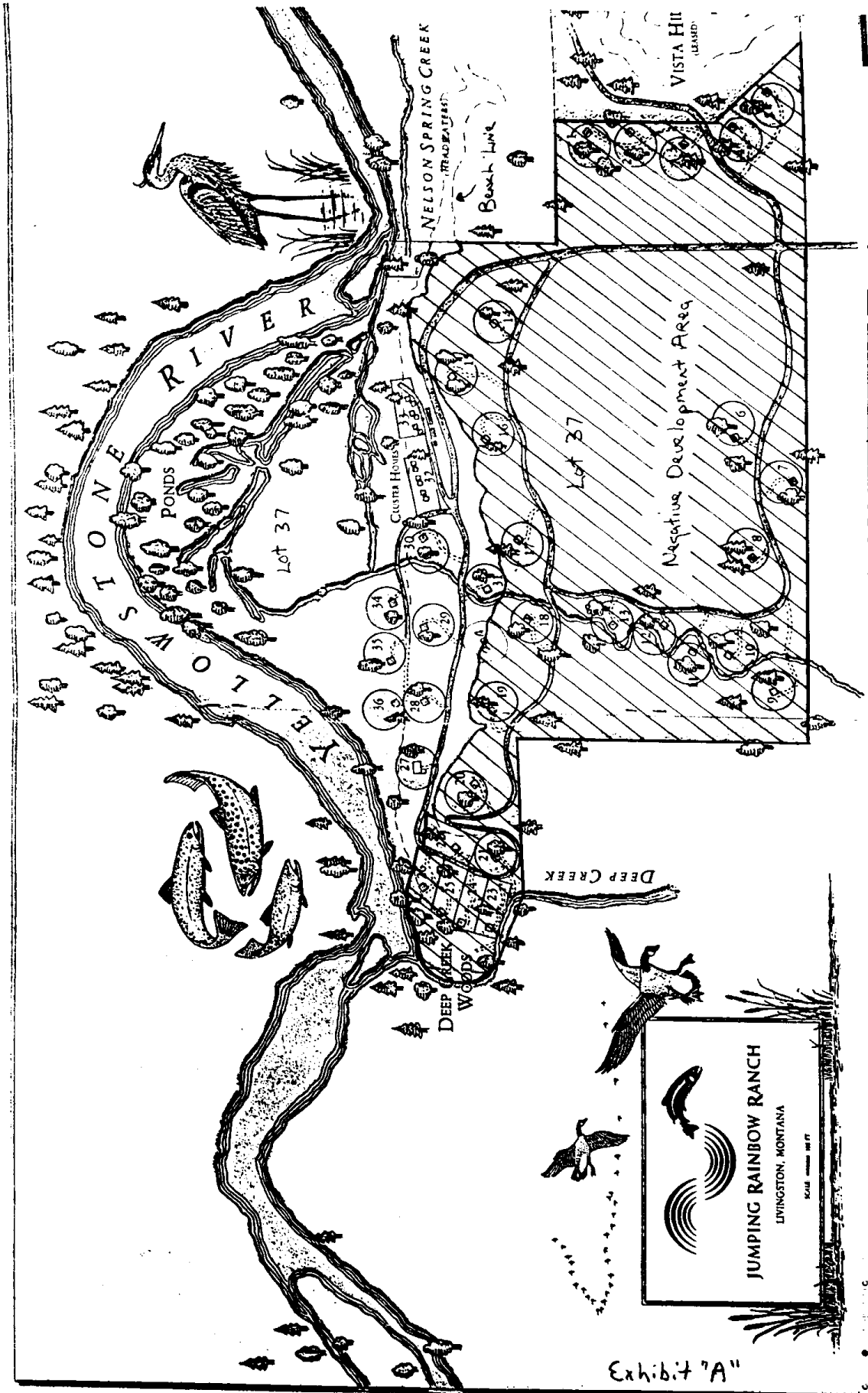


Exhibit "A"