

APPENDIX A-2

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FP #2

RESTRICTIVE COVENANTS FOREST PARK ESTATES UNIT 2

WHEREAS, the undersigned, DAVID L. RASMUSSEN and JULIE O. RASMUSSEN, husband and wife, are the owners of the lands in that portion of Forest Park Estates hereinafter more particularly described, situate in Jefferson County, State of Montana, and desire to place additional restrictions upon said land for the use and benefit of themselves as the present owners and for all future owners thereof.

NOW, THEREFORE, this declaration of restrictions and conditions shall apply to that certain land situate, lying and being in Jefferson County, State of Montana, more particularly described on Exhibit A hereto attached and by reference made a part hereof, and to every lot and parcel numbered, designated and described on the certificate of survey of said land filed of record in the office of the County Clerk and Recorder of said Jefferson County on the 27th day of April, 1982, as Document No. 122194. Every reference herein to David L. Rasmussen shall extend to his heirs, devisees, personal representatives and assigns.

I

Only single family dwellings may be constructed and only one such dwelling shall be constructed on each numbered lot as said lots appear on the official plat of said subdivision, together with not more than two outbuildings, if the garages is not attached to the house, constructed of a similar material and design as the house. Each such dwelling shall have not less than 1,000 square feet of living space exclusive of porches and garages.

II

No structure of a temporary character, including but not limited to trailers, mobile-homes, set together or expanding trailer houses or basement, tent, shack, barn or outbuilding other than as above described shall be constructed, placed or used on any lot at any time as a residence or otherwise, nor shall any residential structure be occupied until the exterior is completed, painted and the water supply and sewer system completed and the written approval of the local health authority given to David L. Rasmussen. No old buildings or old house of any type may be moved upon any lot. David L. Rasmussen may, in his discretion, approve factory fabricated homes which are set on permanent foundations.

III.

No manufacturing, commercial enterprise, industrial enterprise, mining of any type or any other enterprise of any kind for profit

shall be carried on, upon, in front of or in connection with the lots and parcels in this subdivision, nor shall any lot or parcel in any way be used for any other purpose than strictly residential purpose.

IV.

No hog, goat, sheep, horse, cow or similar animal shall be kept or maintained on any of the lots in this subdivision or any portion thereof, nor shall any poultry yard or poultry be maintained thereon, nor shall any person in the subdivision raise animals or pets for sale or commercial purposes, provided that the owner of each lot may keep the usual house pets which can be kept without any continuous or audible disturbances or nuisance to the other persons residing in the area.

V.

No noxious, offensive or unlawful activities shall be carried on upon any lot nor shall anything be carried on which is a nuisance to the neighborhood.

VI.

No owner or occupant of any lot in this subdivision shall construct any septic sewer system without complying with the laws of the State of Montana and the regulations of the Department of Health and Environmental Sciences of the State of Montana and the local health authorities pertaining to the maintenance of a septic sewer system. At the time that any sewer system is being put in, the same must be inspected by a state or local health authority and a copy of the inspection report sent to David L. Rasmussen. If the system is not so inspected at the time of installation, it will have to be uncovered sufficiently so an inspection can be made whenever demanded. No owner or occupant of any lot may at anytime drill a water well. All water shall be obtained through the water system approved by said Department of Health and Environmental Sciences.

VII.

No garbage receptacles or racks shall be placed closer than 100 feet from the front of any lot unless the same is so constructed as to be completely underground or screened from sight by a suitable enclosure so as not to create an unsightly area or to interfere with the general beauty of the area, provided that garbage cans may be placed in front of buildings on the days each week when garbage is collected and further, no trash or garbage shall be burned at anytime on said lots. Garbage collection is the individual lot owner's responsibility.

VIII.

All plans for outbuildings, wells and septic tanks, before the same are constructed or installed, shall be submitted to David L. Rasmussen and he shall determine whether the same meet the requirements of these Restrictive Covenants. All plans for all dwelling houses shall also be submitted to David L. Rasmussen before construction is started and he shall determine whether the same meet with the requirements of these Restrictive Covenants.

IX.

All property owners in the area may fence their respective tracts excepting that all fences must be well built of good materials and well kept so as not to adversely affect the esthetic value of any adjoining property. No gardens may be planted or maintained in view of any public road unless approved by David L. Rasmussen. No high board fences or high hedges shall be erected or raised near intersecting roadways upon any lot.

X.

No lot may be replatted or subdivided by any owner other than David L. Rasmussen.

XI.

No lot shall be used or maintained as a dumping ground nor shall any rubbish, trash, garbage or other waste be allowed to accumulate and all garbage and waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Scrap, junk cars and the like will not be permitted on any lot.

XII,

No motor vehicle which cannot be moved under its own power may be left on any of the lots for more than four weeks nor left on the roads in said subdivision at any time. On site parking shall be provided on every lot or tract for all automobiles, trucks and trailers kept by any of the owners of any tract.

XIII.

No signs, billboards, posters or advertising displays or devices of any kind or character shall be displayed on any of said lots excepting subdivision promotion signs, mail boxes, or permanent lot or house numbers to identify the occupancy of a residence building.

XIV.

No asphalt siding shall be allowed on any building in the subdivision.

XV.

All undeveloped land contained within the subdivision may be used for agriculture and grazing purposes until such time as 50% or more of the lots have residences constructed on them.

XVI.

No motorized vehicles shall be allowed to operate off the public roadways except on private driveways.

XVII.

No building shall be constructed nearer than 10 feet from the side lines of any lot or nearer than 25 feet from the front property line except by special permission of the adjoining property owners and David L. Rasmussem.

XVIII.

All owners of all lots numbered 108 through 126 in Forest Park Estates, Unit 2 must belong to the Forest Park Estates Water Users Association and must abide by the By-Laws of the Forest Park Water Users Association. All lot owners shall be responsible to the Association for the payments of any fees established by the Association for the proper operation and maintenance of any and all facilities as authorized by the By-Laws of the Association.

XIX.

Easements for the installation and maintenance of utility and drainage facilities are hereby granted to all lot owners to construct, maintain, operate and remove electrical power lines, communications systems and gas pipe lines, and water lines over, under, along and across all streets and over, under and along all lot lines for a width of 10 feet to each side of said lot lines, together with reasonable right of access to said rights-of-way over and along existing roads and trails, and the right to clear and remove all timber and brush from said rights-of-way a distance of 10 feet to each side of said lot lines and to cut and remove such trees outside of such rights-of-way which may endanger said line or lines. All utilities must be placed underground unless physical terrain prohibits.

XX.

Each dwelling shall have a two-car garage or carport. The garage may be a separate structure, attached to the dwelling, or situate in the basement of the dwelling.

XXI.

Each dwelling shall have two lavatories, one with at least a sink, a toilet and either a shower or bath tub, and one with at least a sink and a toilet.

XXII.

All culverts under driveways shall be installed in accordance with county specifications including requirement that such culverts be at least one foot in diameter and twenty feet in length. Any variation from such specifications must be approved by the County Commissioners of Jefferson County, Montana

XXIII.

All of these Restrictive Covenants shall be for the benefit of all of the people owning lots within the area described on Exhibit A hereto. The undersigned and every person having any right, title or interest in any lot shall have the right to prevent or restrain the violation of any restriction or condition herein by injunction or other procedure in law or in equity against the person or persons violating or threatening to violate the same.

The foregoing covenants, conditions, restrictions and reservations are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded after which time said covenants shall automatically be extended for successive periods of 10 years unless an instrument signed by the owners of a majority of the area described on Exhibit A hereto is filed in the office of the County Clerk and Recorder of said Jefferson County agreeing to change said covenants in whole or in part and setting forth the changes.

Enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, restriction or condition contained herein, either to restrain violation or to recover damages.

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

These covenants may be altered or additions made thereto at anytime upon the written consent of the owners of 90% of the area described on Exhibit A hereto, duly acknowledged and filed in the office of the County Clerk and Recorder of said Jefferson Count

Invalidation of any one of these Covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DATED at Helena, Montana, this 29th day of March, 1982.

State of Montana)ss
County of Jefferson)

On this 27th day of April, 1982, before me, the undersigned, Notary Public for the State of Montana, personally appeared David L. Rasmussen and Julie O. Rasmussen, known to me to be the persons who executed the foregoing.

NOTARY PUBLIC for the State of Montana
Residing at Boulder, Montana
My commission expires August 20, 1984

STATE OF MONTANA)
: ss.
County of Lewis and Clark)

On this 29th day of March, 1982, before me, the undersigned, a Notary Public for the State of Montana, personally appeared DAVID L. RASMUSSEN and JULIE O. RASMUSSEN, known to me to be the owners of the land included within FOREST PARK ESTATES, UNIT 2, that executed the accompanied instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC for the State of Montana
Residing at Helena, Montana
Commission expires Feb. 6, 1985