

RESTRICTIVE COVENANTS
OF
FOREST PARK ESTATES

WHEREAS, the undersigned, DAVID L. RASMUSSEN and JULIE O. RASMUSSEN, husband and wife, and FRANK D. GRUBER and BONITA sometimes written Frank Gruber and Bonita Gruber, M. GRUBER, husband and wife, are the owners of certain lands in Jefferson County, Montana, and desire to place restrictions upon the land contained within the area defined hereinafter 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 the following described property, situate, lying and being in Jefferson County, Montana, known as Forest Park Estates, and more particularly described on Exhibit "A" hereto attached.

1. All persons or corporations who now or shall hereafter acquire any interest in Forest Park Estates or any part thereof shall take and hold the same and agree and covenant with the owners of other parts thereof and with their heirs, successors and assigns to conform to and observe the following covenants, restrictions and conditions as to the use thereof and as to the construction of buildings and improvements thereon. These covenants and restrictions are designed to provide a uniform plan for the use and development of said area for the benefit of all owners therein.

2. No owner may divide or subdivide for sale any part or parcel of land in Forest Park Estates in such a manner that more than four (4) smaller tracts are created in any

of the twenty (20) acre parcels shown in an unrecorded plat of survey of the premises prepared by William Tangen and dated February 28, 1977, which by this reference is made a part hereof, except to accomplish common boundary adjustment or by mortgage, trust indenture or similar instrument, for the sole purpose of creating a security interest in the premises, or any part thereof, for construction financing.

3. The exterior of all improvements to be erected anywhere within Forest Park Estates, regardless of the type or nature of the structure being erected, shall be fully completed, including exterior painting, staining or other permanent finishing within nine (9) months from the date of commencement of construction. Interior finishing may extend beyond said period, so long as all building materials and equipment used in said construction or interior finishing and stored on the premises beyond said nine (9) months be enclosed in a building or buildings.

4. No structure of a temporary character shall be placed or used on any part of the premises at any time as a residence or otherwise, nor shall any resident structure be occupied until the exterior is completed, including painting, staining or other permanent finishing, and the water supply and sewage system completed and ready for service. All outbuildings shall be constructed of materials similar to those used for construction of residences, and the design of outbuildings shall be similar to residences. No asphalt siding or metal roofing shall be allowed on any building on the premises.

5. All plans for residences and outbuildings shall be submitted to DAVID L. RASMUSSEN, or his assigns (before such residences and outbuildings are constructed or erected,

in order that he may determine whether the same meet the requirements of these restrictive covenants. In addition, permits for septic tank installation, certificates of inspection thereof and information with respect to location of wells shall be supplied to DAVID L. RASMUSSEN, or his assigns; said permit to be supplied prior to installation and the other information within a reasonable time after installation.

6. No old buildings or houses of any type may be moved onto or maintained within Forest Park Estates. No trailer or mobile home or building designed to be transportable on its own chassis and which is not eligible for long-term amortized mortgage financing shall be placed within Forest Park Estates, except those exceeding twenty (20) feet in width and known as "double wides".

7. No outside toilets or privies shall be permitted on the premises. All toilet facilities must be a part of a residence or in another structure and be of the modern flush-type and connected with a proper septic tank system.

8. No septic sewer system nor water well shall be installed, constructed, drilled or maintained without compliance with the laws of the State of Montana, the regulations of the Department of Health and Environmental Sciences and those of local health authorities, pertaining to the maintenance of septic sewer systems and water wells. At the time any sewer system is installed, it must be inspected by local health authorities and any necessary permits obtained. If any system is not so inspected, it must be uncovered sufficiently to allow such an inspection whenever demanded by health authorities.

9. No lot shall be 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Scrap machinery, junk cars and the like will not be permitted on any lot. No motor vehicle which cannot be moved under its own power shall be left anywhere within Forest Park Estates for more than four (4) weeks, unless it is within a structure, nor left on the roads at any time. On site parking shall be provided for all automobiles, trucks or other vehicles kept by any of the owners. No part of Forest Park Estates shall be used for storage of machinery, farm equipment, tractors or the like, except within structures.

10. No signs, billboards, posters or advertising displays of any kind or character shall be displayed on any part of the premises, except subdivision promotion signs, mailboxes, or house numbers of identify the occupancy of a residence. One "For Sale" sign may be placed on a lot in the event that a lot is put up for sale by the owner thereof.

11. In order to maintain the natural environment and rural atmosphere of the premises, there shall be no disturbance in any way of animals or birds which nest, den or live upon the land, and there shall be no discharge of firearms into or from within Forest Park Estates, except that animal nests or dens may be removed insofar as necessary for location of a residence, utility lines or outbuildings.

12. No noxious, offensive, or unlawful activities shall be carried on anywhere within Forest Park Estates, nor shall any nuisance be maintained.

13. Cattle, sheep, horses or poultry of any type for private use may be kept and maintained within the premises, so long as the numbers kept comply with the following limitations:

(a) Tracts of five (5) acres or less within the subdivision--no more than a total of two (2) horses and/or cows and/or sheep;

(b) Tracts of more than five (5) but less than twenty (20) acres--no more than three (3) horses and/or cows/ and/or sheep;

(c) Tracts of twenty (20) acres but less than forty (40) acres--no more than four (4) horses and/or cows and/or sheep;

(d) Tracts in excess of forty (40) acres--no live-stock limitations.

The purpose of this covenant is to prevent overgrazing of land which would cause dust and erosion. In no case shall any part of Forest Park Estates be so maintained that the natural vegetative cover is destroyed, except as is necessary for the location of utility lines, buildings or for lawns, gardens and cultivations.

Livestock manure must be removed not less than four (4) times per year, or scattered thinly onto pastures or gardens.

No hogs or goats may be kept, nor may any person raise animals or pets for sale for commercial purposes, provided

that any owner may keep usual house pets, which can be kept without any continuance or audible disturbance or nuisance to other persons residing within Forest Park Estates. Any person keeping livestock or poultry of any type must maintain a fence which will keep them within the owners' premises.

14. If any owner desires to fence across any road right-of-way or easement for road purposes contained within Forest Park Estates, such person must provide a cattleguard of not less than ten (10) feet in width at the point of intersection of any such fence with the road or right-of-way.

15. An easement for utilities, water and sewer lines, water wells, gas lines, television cables, telephone cables, electrical power lines and other similar services shall be and is hereby reserved ten (10) feet on either side of any common lot boundary within Forest Park Estates and may be reserved on such other parts of any lot therein as may be deemed necessary by David L. Rasmussen, his heirs or assigns, to service any dwelling constructed or placed upon any property within Forest Park Estates, or on any parcel of land adjacent thereto, so that all lots within the area shall have adequate utility easements to insure availability of services.

16. No manufacturing, commercial enterprise, industrial enterprise or mining of any type or any other enterprise of any kind for profit shall be carried on or upon these tracts, nor shall any lot or parcel in any way be used for any other purpose than strictly residential purposes.

17. These covenants and restrictions are to run with the land, and they shall be part of all contracts of conveyance for any and all parties and all persons claiming under them

for a period of thirty (30) years from and after the date of recording thereof, after which they shall automatically be renewed for successive periods of ten (10) years unless sooner changed. The covenants may be amended at any time by the written agreement of the persons owning sixty (60) percent of the acreage within Forest Park Estates.

18. The cutting or removing of trees shall be done only when such trees endanger a structure, when the trees may endanger the lives of people, to control infestations or diseases of the trees, for public utility construction or when removal of trees is necessary to accomodate the location of roadways or residences.

19. 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 covenant, restriction or condition contained herein, either to restrain violation or to recover damages.

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

21. The purpose of these covenants, restrictions, conditions and reservations is to insure the use of the property for attractive residential purposes only, to prevent nuisances and to insure health and happiness, to prevent impairment of the natural beauty of the subdivision, to maintain the tone of the community and thereby to secure to each lot owner the full benefit and enjoyment of his home, with no greater

restriction upon the free and undisturbed use of his lot than is necessary to insure the same advantage to all lots owners.

IN WITNESS WHEREOF, the owners have hereunto subscribed their names this 28 day of February, 1977.

David L. Rasmussen

Julie O. Rasmussen

Frank D. Huber

Bonita M. Huber

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

On this 28th day of February, 1977, 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 husband and wife and 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 the day and year first above written.

Charles H. Smith

NOTARY PUBLIC for the State of Montana
Residing at Helena, Montana
My commission expires July 5, 1978.



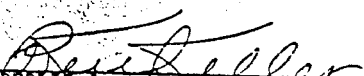
STATE OF MONTANA)

: ss.

County of Lewis and Clark)

On this 28 day of February 1977, before me,
the undersigned, a Notary Public for the State of Montana,
personally appeared FRANK D. GRUBER and BONITA M. GRUBER,
known to me to be husband and wife and 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 the day and year first above written.


NOTARY PUBLIC for the State of Montana
Residing at Helena, Montana
My commission expires 9/10/77.

(S E A L)



PROPERTY DESCRIPTION

A tract of land located in portions of Sections 27, 28, 33 and 34, T9N, R3W, R4M, Jefferson County, Montana and more particularly described as follows:

Beginning of the quarter corner common to Section 27 and 34, a granite stake and being the TRUE POINT OF BEGINNING, run N00°20'23"W along the westerly boundary of BLUE SKY RANCH, 5.89°13'13"W 2632.42 feet to a point; 5.89°34'31"W 1227.22 feet to a point; 5.00°18'52"E 1217.39 feet to a point; 5.89°34'31"W 1227.22 feet to a point; 5.89°28'31"E 328.72 feet to a point; 5.81°32'22"E 1297.54 feet to a point; 5.16°49'28"W 208.35 feet to a point; 5.85°52'38"E 2107.90 feet to a point on the northernly right-of-way line of the Burlington Northern Railroad; thence N28°20'02"E along said right-of-way line a distance of 226.87 feet to a point; thence to a point of tangency; thence continuing along said right-of-way line a distance of 831.41 feet and a radius of 1532.4 feet left having a central angle of 31°20'38"; on arc length of 831.41 feet to a point; thence N16°27'34"W 151.97 feet to a point; thence S72°08'10"W 302.16 feet to a point; thence along a curved line to the left having a central angle of 23°25'31", on arc length of 114.11 feet and a radius of 210.07 feet to a point of tangency; thence N16°27'34"W 151.97 feet to a point of tangency; thence N162°35'55"W 162.60 feet to a point; thence along a curved line to the left having a central angle of 26°12'32", on arc length of 150.95 feet and a radius of 310.00 feet to a point of tangency; thence N08°08'27"W 151.78 feet to a point; thence along a curved line to the right having a central angle of 26°45'20", on arc length of 137.95 feet and a radius of 172.00 feet to a point of tangency; thence N82°21'07"W 521.54 feet to a point; thence to a point of tangency; thence N14°10'22"W 316.50 feet to a point; thence along a curved line to the left having a central angle of 35°20'45", on arc length of 106.07 feet and a radius of 170.07 feet; thence N82°21'07"W 521.54 feet to a point; thence along a curved line to the right having a central angle of 15°06'47", on arc length of 24.84 feet and a radius of 170.07 feet to a point of tangency; thence N08°14'37"10 feet to a point; thence S88°06'50"E 735.54 feet to a point; thence N05°02'50"W 142.18 feet to a point; thence S21°10'56"95 feet to a point; thence S88°06'50"E 735.54 feet to a point on the northwesterly boundary of BLUE SKY RANCH; Section 27 and 34, the POINT OF BEGINNING; said tract of land containing 378.14 acres, a certificate of survey of which is Document No. 107560, prepared by Tangen Engineering, and filed in the office of the County Clerk and Recorder of Jefferson County, Montana, on the 4 day of March, 1977.

EXHIBIT "A"

107561

Notary's Office State of Montana) ss.
County of Jefferson

Hereby certify that the within instrument
was filed for record this 4 day of March

A. D. 1977 at 10:25 o'clock A. M., and

Recorded in book 19 of Misc. 323-332
County Recorder

Deputy

File 107560 Indexed MAR

MEMORANDUM OF AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefits to be received, the undersigned owners of some right, title or interest in property in Forest Park Estates, situate in Sections 27, 28, 33 and 34, Township 9 North, Range 3 West, M.P.M., County of Jefferson, State of Montana, do hereby mutually agree that the record owners of said Forest Park Estates may amend the Restrictive Covenants of Forest Park Estates as the same appear in the Office of the County Clerk and Recorder of said Jefferson County in Book 19 of Miscellaneous at page 323, to include the following provisions:

1. By adding the following sentence to paragraph numbered 3:

"Concrete blocks or pumice stone surfaces shall not be exposed except for retaining walls, fences and foundations on any structure and no exterior surface of any improvement shall be painted any shade of yellow, purple or pink."

2. By adding a new paragraph 17 to read as follows:

"17. No residence or other building may be constructed or placed within fifty (50) feet of the boundary of any adjoining lot, within Forest Park Estates, as shown on the recorded survey thereof."

3. By amending paragraph 6 in its entirety to read as follows:

"6. No old buildings or houses of any type may be moved onto or maintained within Forest Park Estates. No trailer or mobile home or building designed to be transportable on its own chassis or which is not eligible for long-term amortized mortgage financing, notwithstanding the fact that such structure is intended to be placed upon a permanent foundation, shall be placed within Forest Park Estates."

IN WITNESS WHEREOF, the undersigned have subscribed their names hereto this _____ day of May, 1977.

David L. Rasmussen
DAVID L. RASMUSSEN

Julie O. Rasmussen
JULIE O. RASMUSSEN

Ralph A. DeCunzio
RALPH A. DECUNZIO

Marvin Craft
MARVIN CRAFT

Richard J. Llewellyn
RICHARD J. LLEWELLYN

Lynne M. Albright
LYNNE M. ALBRIGHT

Frank D. Gruber
FRANK D. GRUBER

Bonita M. Gruber
BONITA M. GRUBER

Charles S. Lester
CHARLES S. LESTER

Patricia Lester
PATRICIA LESTER

James Schuma
JAMES SCHUMA

Barbara Schuma
BARBARA SCHUMA

FILED FOR RECORD THIS 24 DAY OF May, 1977 A.D., AT 11:00
O'CLOCK 11 M. RECORDED IN BOOK 19 OF Misc AT PAGE 155

10-260

Fee \$ 2.00 Indexed cm

James A. McFarlane
Jefferson County Clerk & Recorder
By Cuba A. Maxwell Deputy