

110-733

110-733

RESTRICTIVE COVENANTS APPLICABLE
TO CERTIFICATE OF SURVEY NUMBER 273890

WHEREAS, the undersigned, KERMIT J. MUELLER AND ASSOCIATES, LTD., a limited partnership, are causing certain lands in Lewis and Clark County, Montana, within Certificate of Survey Number 273890, to be divided into small acreage tracts; and,

AND, WHEREAS, the said Kermit J. Mueller and Associates, Ltd., is the legal owner or equitable owner of all of said property; and,

WHEREAS, the said owner desires to place restrictions upon the lots and tracts of land contained in said hereinafter defined area, 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 is made to apply to the following-described property situate, lying and being in Lewis and Clark County, Montana, and more particularly described as follows:

A parcel of land in Sections 15 and 22, Township 14 North, Range 6 West, M.P.M., within Certificate of Survey Number 273890.

Said parcel lies on both sides of an existing state highway running between Helena, Montana, and Lincoln, Montana, being 720 acres in size, more or less.

1. Dwellings. All dwellings shall be of good quality, permanent-type construction, affixed to the realty and esthetically compatible with other structures within the area of the Survey. Each dwelling shall contain not less than two hundred fifty square feet of living space on the main floor, exclusive of porches and garage. All buildings must be constructed of stone, brick, frame or log materials, or metal siding of a subdued color, in order to blend in with the surroundings and natural coloring of the area, and all roofs must be finished with shakes, shingles, copper, rock, slate, composition shingles, or a painted surface in a subdued or naturally finished color. All exterior walls or structures must be finished naturally or in subdued colors or earth tones. All buildings must be placed on a permanent foundation. Trailer houses or mobile homes, including those commonly known as "double-wides", may not be permanently located upon the property. All outbuildings shall be of good quality, permanent-type construction and esthetically compatible with the whole premises.

2. Temporary Structures. No structure of a temporary character will be constructed, placed or used on any lot at any time as a residence or otherwise, except unoccupied travel trailers and campers which are not unsightly may be stored on the premises when not in use. Campers, trailer houses or mobile homes may be parked on the property on a temporary basis not to exceed six consecutive months.

3. Location of Buildings. All dwellings and other structures shall be located at least fifty feet from streams and roads, and at least fifty feet from all property lines.

4. Septic Systems. There shall be no outhouses or privies upon the property. All dwellings shall be equipped with a septic-sewer system which complies with the laws of the State of Montana, the regulations of the Montana State Board of Health and local health authorities.

5. Garbage. No lot shall be used or maintained as a dumping ground, nor shall any rubbish, trash, garbage or other waste be allowed to accumulate; all garbage must be kept in sanitary containers. No trash or garbage shall be burned anywhere on said lands except in fire-safe masonry or metal incinerators which shall be kept in clean and sanitary condition. All such garbage disposals shall conform to local and state health and fire regulations. Individual owners shall be responsible for the collection and disposal of their own garbage.

6. Fencing. No boundary fences shall be erected. Property owners may fence yard areas, but such fences shall not restrict access by foot to and along streams on the property. All fences must be well built, of good quality materials and properly maintained so as not to adversely affect the esthetic value of any property. All fences shall be attached to posts, and no live tree shall be used as a post. Barbed wire will not be permitted. Fences may be erected to enclose a maximum of ten acres for the keeping of animals as provided in Covenant No. 9.

7. Further Subdividing. No lot or tract shall be further subdivided, except that an owner may make one division of land after his purchase but, in no event, shall there be a division of land which leaves a remaining parcel which is less than five acres in size.

8. Commercial Enterprise. No commercial enterprise, industrial enterprise or mining of any type shall be carried on, upon, in front of or in connection with the parcels within the area; provided, however, that Kermit Mueller and Associates expressly reserves the right to construct a commercial services area to serve the residents, guests of residents and visitors of the area. Such commercial development shall be esthetically compatible and consistent with the character of the area.

9. Animals. Except as hereinafter provided, no animals, other than household pets, shall be kept upon the premises. No person shall raise animals, pets, fowls or pigeons for sale or for commercial purposes. The owner of each lot or parcel may keep the usual household pets which can be kept without any continuous or audible disturbances or nuisances to the other residents of the area. Horses may be kept on parcels twenty acres in size or larger. All animals shall be properly fed, watered and sheltered from the elements in such a manner and as shall be consistent with their good health; and each owner thereof or person responsible therefor shall treat and care for such animals in a humane and merciful fashion, so that other persons in the area shall not be required to tolerate or condone inhumane treatment. All structures used for animal control shall be esthetically compatible and consistent with the character of the area. All structures and fenced areas

shall be screened from sight by natural barriers between the main roads and the fenced area. A maximum of two animals may be kept on any twenty-acre tract. No more than ten acres of each twenty-acre parcel may be fenced for animal use and control. The purpose of this covenant is to prevent overgrazing of land which would cause dust and erosion, and in no case shall any owner allow animals to overgraze any tract or lot. All animals of any type kept on said lands must be kept within a properly fenced enclosure. Animal waste shall be removed from the premises or otherwise disposed of periodically so as not to become obnoxious to other owners or become offensive or a nuisance. Nothing in this covenant shall prohibit or exclude this land from agricultural use.

10. Abandoned Vehicles. No motor vehicle which cannot be moved under its own power may be left on any lot or parcel other than in a garage for more than one week or left on the road in any area at any time. On-sight parking shall be provided on every parcel or tract for all automobiles, trucks, trailers, etc., kept by any of the owners or family on any tract. Scrap, junk cars and the like will not be permitted on any lot.

11. Signs and Billboards. No signs, billboards, posters or advertising displays or devices of any kind or character shall be displayed on any of said lots, excepting land-sale promotion signs, mail boxes or signs to identify the residents. For sale and for rent signs will not exceed two feet by two feet.

12. Nuisances. No noxious, offensive or unlawful activity shall be carried upon on any parcel nor shall anything be carried on which is a nuisance to the residents of the area.

13. Easements. There is hereby reserved, for the purpose of public utilities and access, a permanent easement across a strip of land ten feet wide on each side of all property lines for the purpose of ingress and egress to install, maintain and remove such utilities as may be required, and to allow access to streams and roadways for residents of the area.

14. Tree Cutting. No trees shall be cut down upon the lots except for personal use to construct a cabin or as reasonably necessary for firewood. Select cutting of timber shall be allowed to clear structure sights. Commercial harvesting of timber shall not be allowed.

15. Private Roads. Private roads to the twenty-acre sites shall, when necessary, follow property boundaries. There is hereby reserved for the purpose of private road access to and from all sites within the area, a permanent easement across a strip of land twenty feet wide on each side of all property lines. Access to other sites across such easements shall not be restricted or interfered with by the owner.

16. Hunting. No hunting or shooting shall be allowed within the boundaries of the surveyed area. There shall be no discharge of fire arms into or from within the area.

17. Fireworks. No fireworks or other explosive shall be stored or used upon the land or in the structures thereon.

18. Pollution. There shall be no discharge of chemicals or potentially toxic materials into the environment. Natural streams or bodies of water shall not be polluted. Owners shall take reasonable precautions to prevent pollution of or deterioration of lands or waters within the area.

All of these Restrictive Covenants shall be for the benefit of all the people owning land within the boundaries of Certificate of Survey Number 273890, and the grantor and every person having any right, title or interest in any of those lots shall have the right to prevent or stop any violation of any restriction by injunction or other lawful procedure in law or equity against the person or persons violating or threatening to violate these restrictive covenants.

The foregoing covenants, conditions, restrictions and reservations are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty years from the date these Covenants are recorded and said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the owners of a majority of the acreage within the area of Certificate of Survey Number 273890, agreeing to change said covenants in whole or in part and setting forth the changes. These covenants may be altered or additions made hereto with the written consent of the owners of a majority of the acreage of the above-described property, by written amendment, acknowledged and filed with the office of the Clerk and Recorder of Lewis and Clark County.

IN WITNESS WHEREOF, Kermit Mueller and Associates, a limited partnership, hereby sets its hand on this 10 day of March, 1977.

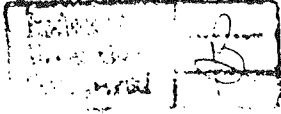
KERMIT MUELLER AND ASSOCIATES,
A Limited Partnership

By: Kermit J. Mueller
Kermit J. Mueller, General Partner

SUBSCRIBED AND SWORN TO BEFORE ME this 10 day of
March, 1977.



Helen Kovich
NOTARY PUBLIC FOR THE STATE OF MONTANA
Residing at: Helena, Montana 59601
My Commission expires: 3-31-78



273891

STATE OF MONTANA
COUNTY OF LEWIS & CLARK } SS

I hereby certify that the within instrument was filed in my office on this 10 day of March A.D. 19 77 at 35 min past 8 o'clock A.M. and recorded on page 225 of Book 111 Records of Lewis and Clark County, State of Montana.

William Donald

County Recorder

Sandra Foster
Deputy

8.00

AMENDMENTS TO RESTRICTIVE COVENANTS APPLICABLE

TO CERTIFICATE OF SURVEY NUMBER 273890

WHEREAS, KERMIT MUELLER AND ASSOCIATES, LTD., a limited partnership, caused certain lands in Lewis and Clark County, Montana, within Certificate of Survey Number 273890, to be divided into small acreage tracts; and,

WHEREAS, restrictive covenants on said property were acknowledged on March 10, 1977, and are filed in Book 110, Page 333, in the Office of the Clerk and Recorder of Lewis and Clark County; and,

WHEREAS, said restrictive covenants provide for amendment thereto with the written consent of the owners of a majority of the acreage within Certificate of Survey Number 273890; and,

WHEREAS, a majority of said owners desire to amend the above described restrictive covenants as is evidenced by their written consent attached hereto;

NOW, THEREFORE, the restrictive covenants applicable to Certificate of Survey Number 273890 are amended as follows:

1. Covenant number 4 relating to septic systems is amended to read as follows:

All permanent year round dwellings shall be equipped with a septic-sewer system which complies with the laws of the State of Montana, the regulations of the Montana Board of Health and local health regulations. Dwellings used only for occasional recreational use may be equipped with an outhouse or privy which complies with the laws of the State of Montana, the regulations of the Montana State Board of Health, and local health regulations.

2. There is a new covenant numbered 19 which reads as follows:

No full time or automatic yard or pole lights are allowed. All yard or pole lights must be on a manually controlled switch and used by the owners with discretion.

3. There is a new covenant numbered 20 which reads as follows:

The use of motorcycles and snowmobiles shall be directly restricted to common access road use only for ingress and egress of property owners. Motorcycles and snowmobiles shall not be used off common access roads or for recreational purposes.

IN WITNESS WHEREOF, Kermit Mueller and Associates, a limited partnership, hereby sets its hand on this 17th day of July, 1978.

KERMIT MUELLER AND ASSOCIATES
A Limited Partnership

By Kermit Mueller
Kermit Mueller, General Partner

SUBSCRIBED AND SWORN TO BEFORE ME this 11th day of July, 1978.

Richard J. York
NOTARY PUBLIC FOR THE STATE OF MONTANA
Residing at: Helena, Montana 59601
My Commission expires: Dec 16 1980

121-410

CONSENT TO AMEND RESTRICTIVE COVENANTS APPLICABLE TO
CERTIFICATE OF SURVEY NUMBER 273890

I have reviewed the Amendments to Restrictive Covenants Applicable
to Certificate of Survey Number 273890 as acknowledged by Kermit J. Mueller
on the 19th day of July, 1978, and by my signature below
hereby consent to the amendment contained therein.

Name	Address	City	Date
<u>Donald Sample</u>	<u>527 TAMARACK,</u>	<u>HELENA,</u>	<u>JULY 28, 1978</u>
<u>Tracy Sample</u>	<u>- " -</u>	<u>- " -</u>	<u>- " -</u>
<u>David Linnick</u>		<u>CANYON CREEK, MT</u>	<u>59633</u>
<u>Karen F. Kueffler</u>		<u>CANYON CREEK, MT</u>	<u>59633</u>
<u>Samuel A. Prestipino</u>	<u>P.O. Box 515</u>	<u>CANYON CREEK, MT.</u>	<u>59633</u>
<u>Camille Mahank</u>	<u>421 Shady Helena</u>		<u>59611</u>
<u>E. Helms</u>			
<u>J. M. Montpelier</u>	<u>922 Chateau</u>	<u>Helena</u>	<u>7-28-78</u>
<u>Karen E. Parth</u>	<u>922 Chateau</u>	<u>Helena</u>	
<u>Earl D. ...</u>	<u>510 So Oakes</u>	<u>Helena</u>	
<u>C. Jeff D. Helms</u>	<u>1450 West Blvd,</u>	<u>Helena</u>	<u>8-26-78</u>
<u>Dayton M. Helms</u>	<u>1450 West Blvd</u>	<u>Helena</u>	<u>9-26-78</u>
<u>Scott Salick</u>	<u>1111-11th Ave</u>	<u>Helena, Mont</u>	
<u>Angela Beltr</u>	<u>510 So Oakes</u>	<u>Helena, MT.</u>	
<u>Jean Mueen</u>	<u>545 Tamarack</u>	<u>Helena, Mt.</u>	
<u>Anita R. Barrett (Helms)</u>	<u>#16-5315 AS HLT</u>	<u>Helena MT</u>	<u>8-31-78</u>

CONSENT TO AMEND RESTRICTIVE COVENANTS APPLICABLE TO
CERTIFICATE OF SURVEY NUMBER 273890

I have reviewed the Amendments to Restrictive Covenants Applicable to Certificate of Survey Number 273890 as acknowledged by Kermit J. Mueller on the 25th day of July, 1978, and by my signature below hereby consent to the amendment contained therein.

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Date</u>
<u>LeRoy H. Schramm</u>	<u>21 N. Lost Chance Gulch</u>	<u>Helena, MT.</u>	<u>7/25/78</u>
<u>Marilyn Macart</u>	<u>21 N. Lost Chance Gulch</u>	<u>W. Pioneer Center Helena, MT.</u>	<u>7/26/78</u>

[Handwritten mark]

STATE OF MONTANA
 COUNTY OF LEWIS & CLARK }
 I, _____, County Clerk, do hereby certify that the within instrument was filed in my office on the _____ day of _____, 1978, at _____ min. past _____ o'clock _____ M. and record of _____ page _____ of Book _____ Record _____ and _____ of _____ County, State of Montana.

 County Recorder

**AMENDMENT TO RESTRICTIVE COVENANTS
APPLICABLE TO CERTIFICATE OF SURVEY NUMBER 273890**

WHEREAS, Kermit Mueller and Associates, LTD., originally adopted restrictive covenants (the "North Flesher Acres Covenants") for the parcel of land described in Certificate of Survey Number 273890 ("COS 273890"). The North Flesher Acres Covenants were recorded in the Office of the Clerk and Recorder of Lewis and Clark County at Misc. Book 110, beginning on page 733.

WHEREAS, Kermit Mueller and Associates, LTD., also adopted restrictive covenants (the "South Flesher Acres Covenants") for the parcel of land described in Certificate of Survey Number 293530 ("COS 293530"), with the exception of lots 18 through 23 of that Certificate of Survey. The South Flesher Acres Covenants were recorded in the Office of the Clerk and Recorder of Lewis and Clark County at Misc. Book 117, beginning on page 21.

WHEREAS, the North Flesher Acres Covenants allow new covenants to be added with the written consent of the owners of a majority of the acreage within COS 273890.

WHEREAS, the North Flesher Acres Covenants were amended in July, 1978 to modify one covenant and add two new covenants.

WHEREAS, neither the North Flesher Acres Covenants nor the South Flesher Acres Covenants provide for the maintenance of the common roads depicted in COS 273890 and COS 293530, namely, Flesher Acres Road and the length of Ponderosa Drive west of Flesher Acres Road (the "Common Roads").

WHEREAS, neither the North Flesher Acres Covenants nor the South Flesher



Acres Covenants provide for the collection of assessments from lot owners to pay for the costs of maintaining common areas.

WHEREAS, the owners of a majority of the acreage described in COS 273890 desire to amend the North Flesher Acres Covenants to provide for a homeowners association and regular assessments for the maintenance of Common Roads and other common expenses.

THEREFORE, the North Flesher Acres Covenants are amended as follows:

1. There is a new covenant numbered 21, which reads as follows:

There shall be an association (the "Association") of the owners of property within Flesher Acres, which shall consist of the parcels in COS 273890 and COS 293530, except lots 18 through 23. With the consent of the owners of a majority of the acreage within the Flesher Acres, the Association shall adopt articles and bylaws. Each owner shall automatically become a member of the Association and shall be bound by the terms and conditions of these covenants, the articles and bylaws of the association, and such rules and regulations as may be adopted by the Association under its articles and bylaws. On transfer, conveyance, or sale by any owner of all of his or her interest in any lot, the owner's membership in the Association shall transfer to the new owner.

2. There is a new covenant numbered 22, which reads as follows:

By acceptance of the deed or other instrument of conveyance for his or her lot, each lot owner shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for road maintenance, snow removal, weed control, and such other expenses incurred in the maintenance of common areas as the Association shall decide. The annual assessment for any lot shall be that amount last approved by the owners of a majority of the acreage within Flesher Acres.

With the consent of the owners of a majority of the acreage within Flesher Acres, the Association may levy, in addition to the annual

assessments, a special assessment or assessments to defray in whole or in part the cost of construction or reconstruction of roads.

It shall be the duty of the Association to send a written notice to all owners or contract purchasers of lots within Flesher Acres giving the amount of the assessment and its due date. Assessments shall be due 30 days after the date of the notice. Each lot owner shall provide to the Association a current address for the receipt of this notice. Failure to deliver notice due to lack of an address for the owner of any particular lot shall not relieve the owner of the obligation to pay the assessment. Failure of the Association to levy an assessment for any year shall not affect the right of the Association to levy assessments in future years.

The annual and special assessments, together with such interest and costs of collection as provided below, shall be a continuing lien on the property affected and shall also be a personal obligation of the owner of the property on the date when the assessment is due. The Association may, at its discretion, seek payment of overdue assessments by any means provided by law. If legal proceedings are commenced to collect any overdue assessment, the nonpaying owner shall be obligated to pay all costs incurred by the Association, including reasonable attorney's fees.

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I, _____, owner of lot _____, as designated in
Certificate of Survey 273890, hereby approve of the adoption of the above amendments
to the restrictive covenants controlling the area described in Certificate of Survey
273890.

Dated this _____ day of _____, 2017.

Robert G. Justesen - Pres.

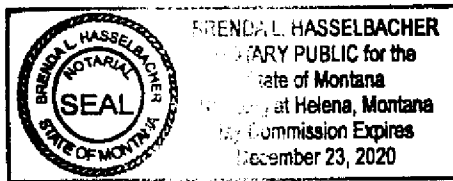
Printed Name: Robert G. Justesen Pres.

Printed Name: _____

Co-owner of lot _____.

Subscribed and sworn to before me on this 4th day of January, 2018,
2017.

Brenda L. Hasselbacher



Notary Public for the State of MT

Residing at: Helena

My commission expires: 12-23-2020

I, DAVID S. PRESTIPINO, owner of lot 6, as designated in
Certificate of Survey 273890, hereby approve of the adoption of the above amendments
to the restrictive covenants controlling the area described in Certificate of Survey
273890.

Dated this 14th day of NOVEMBER, 2017.

David S. Prestipino

Printed Name: DAVID S PRESTIPINO

Printed Name: _____

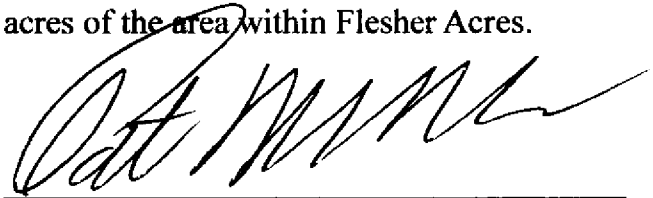
Co-owner of lot _____.

Dated this 20 day of December, 2017.

Printed Name: Patrick Brakebush

Owner of lot 2, comprising _____

acres of the area within Flesher Acres.



Printed Name: Patrick Brakebush

Co-owner of lot _____.

Subscribed and sworn to before me on this _____ day of _____,
2017.

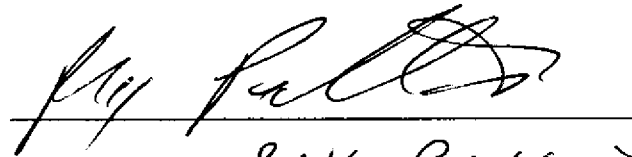
Notary Public for the State of _____

Residing at: _____

My commission expires: _____

I, RAY Pelletier, owner of lot 7B, as designated in Certificate of Survey 273890, hereby approve of the adoption of the above amendments to the restrictive covenants controlling the area described in Certificate of Survey 273890.

Dated this 5 day of NOVEMBER 2017.



Printed Name: RAY PELLETIER

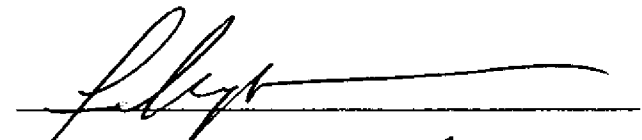


Printed Name: LOUISE T. PELLETIER

Co-owner of lot 7B.

I, FLOYD PERRY, owner of lot 8, as designated in Certificate of Survey 273890, hereby approve of the adoption of the above amendments to the restrictive covenants controlling the area described in Certificate of Survey 273890.

Dated this 12 day of November, 2017.

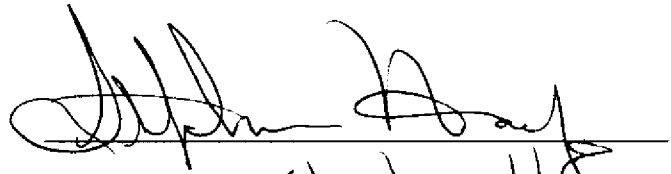

Printed Name: FLOYD PERRY

Printed Name: _____

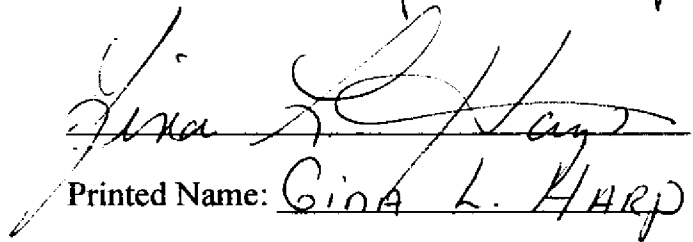
Co-owner of lot _____.

I, Stephen Harp, owner of lot 9, as designated in
Certificate of Survey 273890, hereby approve of the adoption of the above amendments
to the restrictive covenants controlling the area described in Certificate of Survey
273890.

Dated this 5 day of November, 2017.



Printed Name: Stephen Harp

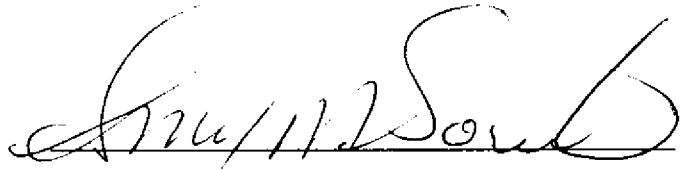


Printed Name: Gina L. Harp

Co-owner of lot _____.

I, Amy M Saich, owner of lot 11, as designated in
Certificate of Survey 273890, hereby approve of the adoption of the above amendments
to the restrictive covenants controlling the area described in Certificate of Survey
273890.

Dated this 7 day of December, 2017.



Printed Name: Amy M Saich



Printed Name: Eric Furman

Co-owner of lot 11.

JOHN C. ROBERTSON

I, Kay B. Robertson, owner of lot 12, as designated in

Certificate of Survey 273890, hereby approve of the adoption of the above amendments to the restrictive covenants controlling the area described in Certificate of Survey 273890.

Dated this 14TH day of November, 2017.

John C. Robertson

Printed Name: JOHN C. ROBERTSON

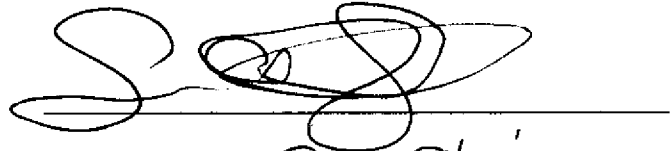
Kay B Robertson

Printed Name: Kay B Robertson

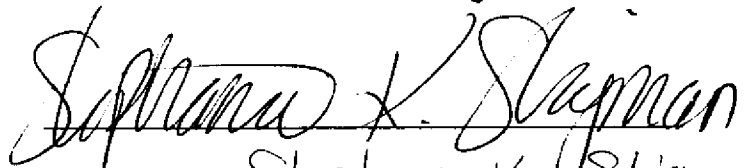
Co-owner of lot 12.

I, Samuel A. Stigman, owner of lot 14, as designated in
Certificate of Survey 273890, hereby approve of the adoption of the above amendments
to the restrictive covenants controlling the area described in Certificate of Survey
273890.

Dated this 5 day of November, 2017.



Printed Name: Sam Stigman



Printed Name: Stephanie K. Stigman

Co-owner of lot 14.

I, SAMUEL A. PRESTIPINO owner of lot 15, as designated in
Certificate of Survey 273890, hereby approve of the adoption of the above amendments
to the restrictive covenants controlling the area described in Certificate of Survey
273890.

Dated this 5th day of November, 2017.

Samuel A. Prestipino

Printed Name: SAMUEL A. PRESTIPINO

Printed Name: _____

Co-owner of lot _____.

I, SAMUEL A. PRESTIPINO, owner of lot 16, as designated in
Certificate of Survey 273890, hereby approve of the adoption of the above amendments
to the restrictive covenants controlling the area described in Certificate of Survey
273890.

Dated this 5th day of November, 2017.

Samuel A. Prestipino

Printed Name: SAMUEL A. PRESTIPINO

Printed Name: _____

Co-owner of lot _____.

I, SAMUEL A. PRESTIPINO, owner of lot 17, as designated in
Certificate of Survey 293530, hereby approve of the adoption of the above amendments
to the restrictive covenants controlling the area described in Certificate of Survey
293530.

Dated this 5th day of November, 2017.

Samuel A. Prestipino

Printed Name: SAMUEL A. PRESTIPINO

Printed Name: _____

Co-owner of lot _____.

Flescher Acres

DECLARATION OF PROTECTIVE AND
RESTRICTIVE COVENANTS APPLICABLE TO CERTIFICATE
OF SURVEY NO. 474762/E, LEWIS AND CLARK COUNTY, MONTANA

8141-7112
Kermit J. Mueller & Associates, LTD., sometimes appearing of record as Kermit J. Mueller & Associates, L.T.D., (KJM) a Montana limited partnership, whose principal office is located at 1744 1/2 North Montana, Helena, MT 59601, adopts this Declaration of Protective and Restrictive Covenants which are applicable to the lands described below, effective the 26th day of August, 1991.

W I T N E S S E T H:

WHEREAS, KJM is causing certain lands in Lewis and Clark County, Montana, to be divided into tracts of land, each of which is in excess of twenty (20) acres in size;

AND WHEREAS, KJM, is the legal owner of all of said lands; and,

WHEREAS, KJM desires to place covenants and restrictions upon the lots and tracts of land contained in the hereinafter defined area for their protection and benefit as the present owners and for all future owners thereof; and

NOW, THEREFORE, this Declaration of Protective and Restrictive Covenants is made to apply to the following-described property located in Lewis and Clark County, Montana, and more particularly described as follows:

A parcel of land in Sections 14 and 23, Township 14 North, Range 6 West, P.M.M., which is the exterior boundary of Certificate of Survey No. 474762/E, and which includes the sixteen (16) parcels shown on said Certificate of Survey, and more particularly described as follows:

A tract of land in the S1/2 of Section 14 and in Section 23 of Township 14 North, Range 6 West of the Principal Meridian, Lewis and Clark County, Montana, more particularly described as follows:

Beginning at the southwest corner of Section 14 (a brass cap by the B.L.M.); then N. 00°14'53" E., 1318.48 feet along the section line between

Section 14 and Section 15 to the S. 1/16 corner; thence N. 89°57'46" E., 2618.60 feet along the 16th line to the C-S 1/16th corner of Section 14; thence S. 89°59'38" E., 1314.37 feet along the 1/16th line to the SE 1/16th corner of Section 14; thence S. 00°23'10" W., 1319.31 feet along the 1/16th line to the E 1/16th corner on the section line between Sections 14 and 23; thence S. 00°12'23" E., 2627.00 feet along the 1/16th line to the C-E 1/16th corner on the east-west center of Section 23; thence S. 89°59'29" E., 1318.86 feet along the east-west center of Section 23 to the E. 1/4th corner of Section 23; thence S. 00°04'01" W., 694.50 feet along the east boundary of Section 23; thence S. 90°00'00" W., 1315.55 feet; thence N. 00°12'23" W., 400.92 feet; thence S. 90°00'00" W., 2062.50 feet to a survey cap on the highway right of way; thence, following the highway right of way, N. 47°27'29" E., 74.44 feet; thence S. 42°32'08" E., 10.00 feet; thence along a non-tangent curve to the left having a radius of 472.9 feet, 1550.35 feet (chord bearing N. 43°40'45" W., distance - 943.59 feet); thence S. 44°58'03" W., 762.61 feet; thence N. 45°01'57" W., 99.83 feet; thence along a curve to the right having a radius of 297.5 feet, 96.66 feet (chord bearing S. 54°17'34" W., distance - 96.23 feet); thence S. 63°37'03" W., 23.46 feet; thence along a curve to the left having a radius of 657.5 feet, 175.60 feet (chord bearing - S. 56°00'47" W., distance - 175.08 feet); thence, leaving the highway right of way, N. 05°51'13" W., 1701.45 feet; thence N. 00°00'00" W., 729.21 feet, thence N. 32°38'53" W., 482.54 feet to the point of beginning, as shown on the Certificate of Survey filed under Doc. No. 474762/E.

The described property included with the exterior boundary of said Certificate of Survey contains 360 acres more or less.

1. Dwellings. All dwellings shall be of good quality, permanent-type construction, affixed to the realty and aesthetically compatible with other structures within the area of the Survey and the area of Certificate of Survey Nos. 273890, 319720 and 360449, Lewis and Clark County, Montana, all of which is generally referred to as "Flesher Acres.". Each dwelling shall contain not less than five hundred (500) square feet of living space on the

main floor, exclusive of porches and garage. All buildings must be constructed of stone, brick, frame or log materials, or metal siding of a subdued color, in order to blend in with the surroundings and natural coloring of the area. All roofs must be finished with shakes, shingles, copper, rock, slate, composition shingles, or a painted surface in a subdued or naturally finished color. All exterior walls or structures must be finished naturally or in subdued colors or earth tones. All buildings must be placed on a permanent foundation. Trailer houses or mobile homes, including those commonly known as "double-wides," may not be permanently located upon the property. All outbuildings shall be of good quality, permanent-type construction and aesthetically compatible with the whole premises.

2. Temporary Structures. No structure of a temporary character may be constructed, placed or used on any parcel at any time as a residence or otherwise; provided however, unoccupied, recreational vehicles, travel trailers and campers which are not unsightly may be stored on the premises when not in use. Campers, travel trailers or motor homes may be parked on the property and occupied on a temporary basis not to exceed six (6) consecutive months.

3. Location of Buildings. All dwellings and other structures shall be located at least one hundred (100) feet from the main stem of Canyon Creek and at least fifty (50) feet from all roads and property lines.

4. Septic Systems. There shall be no outhouses or privies upon the property. All dwellings shall be equipped with a septic-sewer system which complies with the laws of the State of Montana, the rules and regulations of the Montana Department of Health and Environmental Sciences and all local health authorities.

5. Garbage. No lot shall be used or maintained as a dumping ground, nor shall any rubbish, trash, garbage or other waste be allowed to accumulate. All garbage must be kept in sanitary containers. No trash or garbage shall be burned anywhere on said lands except in fire-safe masonry or metal incinerators which shall be kept in clean and sanitary condition. Any burning shall conform to local and state health and fire regulations. Individual owners shall be responsible for the collection and disposal of their own garbage.

6. Fencing. No boundary fences shall be erected. Property owners may fence yard areas, but such fences shall not restrict access by foot to and along streams on the property, or restrict easements on or across the property. All fences must be well-built, of good quality materials and properly maintained so as not to adversely affect the aesthetic value of any property. All fences shall be attached to posts, and no live tree shall be used as a post. The use of barbed wire is prohibited. Fences may be erected to enclose a maximum of two (2) acres for the keeping of animals as provided in Covenant No. 9.

7. One Division Permitted; Limitation. Each lot shown on Certificate of Survey No. 474762/E may be further divided one time; provided the segregated parcel must be at least five (5) acres in size. No further division is permitted. No more than two (2) residential dwelling units may be constructed on any of the originally described, 20+ acre parcels. The division of a parcel into two smaller parcels shall not enable an owner to construct more than two (2) dwelling units on any one of the originally described parcels.

8. Commercial Enterprise. No business, commercial, mining, or industrial enterprise of any type, shall be conducted on, in front of or in connection with the parcels within the area.

9. Animals. Except as hereinafter provided, no animals, other than household pets, shall be kept upon the premises, and no household shall have more than two (2) pets. No person shall raise animals, pets, fowl or pigeons for sale or for commercial purposes. The owner of each lot or parcel may keep only those household pets which can be kept without any continuous or audible disturbances or nuisances to the other residents of the area. Horses may be kept on parcels twenty (20) acres in size or larger. All animals shall be properly fed, watered and sheltered from the elements in such a manner and as shall be consistent with their good health. Each owner thereof or person responsible therefor shall treat and care for such animals in a humane manner. All structures used for animal control shall be aesthetically compatible and consistent with the character of the area. All structures and fenced areas shall be screened from sight by natural barriers between the main roads and the fenced area. A maximum of two (2) horses may be kept on any twenty (20) acre tract, and which horses shall be in addition to the two (2) house pets permitted above. No

more than two (2) acres of each twenty (20) acre parcel may be fenced for animal use and control. The purpose of this covenant is to prevent overgrazing of land which may cause dust and erosion. No owner shall allow animals to overgraze any tract or lot. All animals of any type kept on said lands must be kept within a properly fenced enclosure. Animal waste shall be removed from the premises or otherwise disposed of periodically so as not to become obnoxious to other owners or become offensive or a nuisance. Nothing in this covenant shall prohibit or exclude this land from agricultural use.

10. Abandoned Vehicles. No motor vehicle which cannot be moved under its own power may be left on any lot or parcel (other than in a garage) for more than one (1) week or left on the road in any area at any time. On-site parking shall be provided on every parcel or tract for all automobiles, trucks, trailers, and other motor vehicles. Inoperable or junk cars, vehicles or equipment shall not be permitted on any lot.

11. Signs and Billboards. No signs, billboards, posters or advertising displays or devices of any kind or character shall be displayed on any of said parcels, except "for sale" or "for rent" signs, mailboxes or signs to identify the residents.

12. Nuisances; Noise. No noxious, offensive or unlawful activity shall be carried upon on any parcel nor shall anything be carried on which is a nuisance to the residents of the area. Motorcycles, snowmobiles, all-terrain and similar motorized vehicles shall be operated in such a way as to not disturb the residents of the area.

13. Easements. There is hereby reserved, for the purpose of public utilities and access, a permanent easement across a strip of land twenty (20) feet wide on each side of all roads shown on Certificate of Survey No. 474762/E, and of all property lines for the purpose of ingress and egress to install, maintain and remove such utilities as may be required, and to allow access to streams and roadways for residents of the area.

In addition, two (2) access easements are hereby reserved for the benefit of and use by all landowners within Flesher Acres on both sides of Montana Highway 279, to access public lands generally surrounding Flesher Acres. These access roads are the same access roads

referred to in paragraph 15 hereof. The first access easement shall extend from the tunnel under Montana Highway 279, north along the access road on the west side of Canyon Creek through parcels 1 through 8 on Certificate of Survey No. 474762/E, as shown on said survey. The second access easement shall extend north along the east side of Canyon Creek through parcels 8 through 16 on Certificate of Survey No. 474762/E, as shown on said survey.

14. Tree Cutting. No trees shall be cut down upon the lots except for personal use to construct a cabin or as reasonably necessary for firewood. Select cutting of timber shall be allowed to clear structure sights. Commercial harvesting of timber is prohibited.

15. Access Roads. There is reserved for purposes of access to and from all parcels, two (2) access roads, each of which is within a sixty (60) feet wide easement running generally north and south from Montana Highway 279, parallel to and along each side of Canyon Creek, all as shown on Certificate of Survey No. 474762/E.

16. Hunting. No hunting or shooting shall be allowed within the boundaries of the surveyed area. There shall be no discharge of firearms into or from within the area.

17. Fireworks. No fireworks or other explosive or incendiary devices shall be stored or used upon the land or in the structures thereon.

18. Pollution. There shall be no discharge of any hazardous or toxic materials or chemicals in the air, land or waters. Natural streams or bodies of water shall not be polluted or degraded by any activity on the property.

19. Association of Owners; Powers. The owners of seventy-five (75) percent of the parcels shown on Certificate of Survey No. 474762/E, may form a homeowners association which shall have the authority to adopt rules and regulations to enforce and enhance the provisions of these covenants and to assess costs necessary for common expenses for the benefit of the owners including but not limited to road maintenance and repair provision of utility service, security, fire protection, insurance and other similar expenses.

These Restrictive Covenants shall be for the benefit of all the people owning land within the above-described

property which describes the exterior boundaries of Certificate of Survey No. 474762/E and for the benefit of owners within the property generally known as Flesher Acres. KJM, an association formed under the authority granted in paragraph 19 above, and every person having any right, title or interest in any of the properties shall have the right to prevent or stop any violation of any covenant or restriction by injunction or other lawful procedure in law or equity against the person or persons violating or threatening to violate these restrictive covenants.

The easements for road access and for utilities granted in paragraphs 13 and 15 above shall be permanent and shall run with the land. These easements may not be terminated without the unanimous consent of the owners of the property described in Certificate of Survey No. 474762/E, and all of the owners of property within the area generally referred to as Flesher Acres for whose benefit they were granted or reserved. The easements may be relocated or modified in the manner set forth below for alteration of the covenants and restrictions.

With the exception of the permanent easements described in paragraphs 13 and 15, the foregoing covenants, conditions, restrictions and reservations shall run with the land and shall be binding upon all owners of any right, title or interest in the described property of any person claiming under them for a period of thirty (30) years from the date these covenants are recorded. These covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of seventy-five (75) of the total acres within the area of Certificate of Survey No. 474762/E, agreeing to change said covenants in whole or in part and setting forth the changes as recorded in Lewis and Clark County. These covenants may be altered or additions may be made hereto with the written consent of the owners of seventy-five (75) percent of the above-described property,

by written amendment, acknowledged and filed with the office of the Clerk and Recorder of Lewis and Clark County.

IN WITNESS WHEREOF, Kermit J. Mueller and Associates, a limited partnership, hereby sets its hand on this 26 day of August, 1991.

KERMIT J. MUELLER & ASSOCIATES, LTD.
a Limited Partnership, also
appearing of record as Kermit J.
Mueller & Associates, L.T.D.

By: Kermit J. Mueller
Kermit J. Mueller, General Partner

STATE OF MONTANA

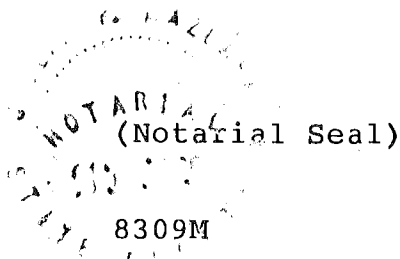
County of Lewis and Clark

: ss.
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On this 26th day of August, 1991, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Kermit J. Mueller, known to me to be the General Partner of Kermit J. Mueller & Associates, Ltd., a Montana limited partnership, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of the partnership.

In witness whereof, I have hereunto set my hand and affixed my notarial seal on the day and year first above written.

Joseph P. Pasquib
NOTARY PUBLIC FOR THE STATE OF MONTANA
Residing at: Helena, Montana
My commission expires: Dec. 1, 1991



474763

MARTHA B. MCGEE,
TREAS/CLK

-8- LEWIS & CLARK CO., MONT.

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BY Shirley McDetok

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RESTRICTIVE COVENANTS APPLICABLE
 TO CERTIFICATE OF SURVEY NUMBER 319720

M-1338

WHEREAS, the undersigned, KERMIT J. MUELLER AND ASSOCIATES, LTD., a limited partnership, is causing certain lands in Lewis and Clark County, Montana, within Certificate of Survey Number 319720, to be divided into small acreage tracts; and

WHEREAS, the said Kermit J. Mueller and Associates, Ltd., is the legal owner or equitable owner of all of said property; and

WHEREAS, the said owner desires to place restrictions upon the lots and tracts of land contained in said hereinafter defined area for the use and benefit of itself as the present owner and for all future owners thereof;

NOW, THEREFORE, this declaration of restrictions and conditions is made to apply to the following-described property situate, lying and being in Lewis and Clark County, Montana, and more particularly described as follows:

A parcel of land in Section 23, Township 14 North, Range 6 West, M.P.M., within Certificate of Survey Number 319720;

Said parcel lies on the East side of an existing state highway running between Helena, Montana, and Lincoln, Montana, being 226.58 acres in size, more or less.

1. Dwellings. All dwellings shall be of good quality, permanent-type construction, affixed to the realty and aesthetically compatible with other structures within the area of the survey. Each dwelling shall contain not less than two hundred fifty square feet of living space on the main floor, exclusive of porches and garage. All buildings must be constructed of stone, brick, frame or log materials, or metal siding of a subdued color, in order to blend in with the surroundings and natural coloring of the area; and all roofs must be finished with shakes, shingles, copper, rock, slate, composition shingles or a painted surface in a subdued or naturally finished color. All exterior walls or structures must be finished naturally or in subdued colors or earth tones. All buildings must be placed on a permanent foundation. Trailer houses or mobile homes, including those commonly known as "double-wides", may not be permanently located upon the property. All outbuildings shall be of good quality, permanent-type construction and aesthetically compatible with the whole premises.

2. Temporary Structures. No structure of a temporary character will be constructed, placed or used on any lot at any time as a residence or otherwise, except unoccupied travel trailers and campers which are not unsightly may be stored on the premises when not in use. Campers, trailer houses or mobile homes may be parked on the property on a temporary basis not to exceed six consecutive months.

3. Location of Buildings. All dwellings and other structures shall be located at least fifty feet from streams and roads and at least fifty feet from all property lines for all parcels except number 43 and 50 which shall maintain 30 feet from all streams, roads, and property lines.

4. Septic Systems. All permanent, year-round dwellings shall be equipped with a septic-sewer system which complies with the laws of the State of Montana, the regulations of the Montana Board of Health and local health regulations. Dwellings used only for occasional recreational use may be equipped with an outhouse or privy which complies with the laws of the State of Montana, the regulations of the Montana State Board of Health and local health regulations.

5. Garbage. No lot shall be used or maintained as a dumping ground, nor shall any rubbish, trash, garbage or other waste be allowed to accumulate; all garbage must be kept in sanitary containers. No trash or garbage shall be burned anywhere on said lands except in fire-safe masonry or metal incinerators which shall be kept in clean and sanitary condition. All such garbage disposals shall conform to local and state health and fire regulations. Individual owners shall be responsible for the collection and disposal of their own garbage.

6. Fencing. No boundary fences shall be erected. Property owners may fence yard areas, but such fences shall not restrict access by foot to and along streams on the property. All fences must be well built, of good quality materials and properly maintained so as not to adversely affect the aesthetic value of any property. All fences shall be attached to posts, and no live tree shall be used as a post. Barbed wire will not be permitted. Fences may be erected to enclose a maximum of ten acres for the keeping of animals as provided in Covenant No. 9.

7. Further Subdividing. No lot or tract shall be further subdivided, except that an owner may make one division of land after his purchase but, in no event, shall there be a division of land which leaves a remaining parcel which is less than five acres in size.

8. Commercial Enterprise. No commercial enterprise, industrial enterprise or mining of any type shall be carried on, upon, in front of or in connection with the parcels within the area; provided, however, that Kermit J. Mueller and Associates expressly reserves the right to construct a commercial services area to serve the residents, guests of residents and visitors of the area. Such commercial development shall be aesthetically compatible and consistent with the character of the area.

9. Animals. Except as hereinafter provided, no animals, other than household pets, shall be kept upon the premises. No person shall raise animals, pets, fowls or pigeons for sale or for commercial purposes. The owner of each lot or parcel may keep the usual household pets which can be kept without any continuous or audible disturbances or nuisances to the other residents of the area. Horses may be kept on parcels twenty acres in size or larger. All animals shall be properly fed, watered and sheltered from the elements in such a manner and as shall be consistent with their good health; and each owner thereof or person responsible therefor shall treat and care for such animals in a humane and merciful fashion, so that other persons in the area shall not be required to tolerate or condone inhumane treatment. All structures used for animal control shall be aesthetically compatible and consistent with the character of the area. All structures and fenced areas shall be screened from sight by natural barriers between the main roads and the fenced area. A maximum of two animals may be kept on any twenty-acre tract. No more than ten acres of each twenty-acre parcel may be fenced for animal use and control. The purpose of this covenant is to prevent overgrazing of land which would cause dust and erosion, and in no case shall any owner allow animals to overgraze any tract or lot. All animals of any type kept on said lands must be kept within a properly fenced enclosure. Animal waste shall be removed from the premises or otherwise disposed of periodically so as not to become obnoxious to other owners or become offensive or a nuisance. Nothing in this covenant shall prohibit or exclude this land from agricultural use.

10. Abandoned Vehicles. No motor vehicle which cannot be moved under its own power may be left on any lot or parcel other than in a garage for more than one week or left on the road in any area at any time. On-sight parking shall be provided on every parcel or tract for all automobiles, trucks, trailers, etc., kept by any of the owners or family on any tract. Scrap, junk cars and the like will not be permitted on any lot.

11. Signs and Billboards. No signs, billboards, posters or advertising displays or devices of any kind or character shall be displayed on any of said lots, excepting land-sale promotion signs, mail boxes or signs to identify the residents. For sale and for rent signs will not exceed two feet by two feet.

12. Nuisances. No noxious, offensive or unlawful activity shall be carried upon on any parcel nor shall anything be carried on which is a nuisance to the residents of the area.

13. Easements. There is hereby reserved, for the purpose of public utilities and access, a permanent easement across a strip of land ten feet wide on each side of all property lines for the purpose of ingress and egress to install, maintain and remove such utilities as may be required and to allow access to streams and roadways for residents of the area.

14. Tree Cutting. No trees shall be cut down upon the lots except for personal use to construct a cabin or as reasonably necessary for firewood. Select cutting of timber shall be allowed to clear structure sights and as deemed necessary by K. J. Mueller and Associates to prepare sites for sale. Commercial harvesting of timber shall not be allowed.

15. Private Roads. Private roads to the twenty-acre sites shall, when necessary, follow property boundaries. There is hereby reserved for the purpose of private road access to and from all sites within the area a permanent easement across a strip of land twenty feet wide on each side of all property lines. Access to other sites across such easements shall not be restricted or interfered with by the owner.

16. Hunting. No hunting or shooting shall be allowed within the boundaries of the surveyed area. There shall be no discharge of firearms into or from within the area.

17. Fireworks. No fireworks or other explosive shall be stored or used upon the land or in the structures thereon.

18. Pollution. There shall be no discharge of chemicals or potentially toxic materials into the environment. Natural streams or bodies of water shall not be polluted. Owners shall take reasonable precautions to prevent pollution or deterioration of lands or waters within the area.

19. Yard Lamps. No full-time or automatic yard or pole lights are allowed. All yard or pole lights must be on a manually controlled switch and used by the owners with discretion.

20. Motorcycles. The use of motorcycles and snowmobiles shall be directly restricted to common access road use only for ingress and egress of property owners. Motorcycles and snowmobiles shall not be used off common access roads or for recreational purposes.

All of these restrictive covenants shall be for the benefit of all the people owning land within the boundaries of Certificate of Survey Number _____; and the grantor and every person having any right, title or interest in any of those lots shall have the right to prevent or stop any violation of any restriction by injunction or other lawful procedure in law or equity against the person or persons violating or threatening to violate these restrictive covenants.

The foregoing covenants, conditions, restrictions and reservations are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded; and said covenants shall be automatically extended for successive periods of ten years unless an instrument is signed by the owners of a majority of the acreage within the area of Certificate of Survey Number _____

agreeing to change said covenants in whole or in part and setting forth the changes. These covenants may be altered or additions made hereto with the written consent of the owners of a majority of the acreage of the above-described property by written amendment, acknowledged and filed with the office of the Clerk and Recorder of Lewis and Clark County, Montana.

IN WITNESS WHEREOF, Kermit J. Mueller and Associates, a limited partnership, hereby sets its hand on this 24th day of June, 1980.

KERMIT J. MUELLER AND ASSOCIATES,
A Limited Partnership

By: *Ardine L. Bjerke*
ARDINE L. BJERKE Partner

STATE OF MONTANA)
 :SS
 County of Lewis and Clark)

On this 24th day of June, 1980, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared ARDINE L. BJERKE, known to me to be a Partner of KERMIT J. MUELLER AND ASSOCIATES, a limited partnership, and acknowledged to me that he executed the same on behalf of the partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year first-abov. written.

James R. Clark
NOTARY PUBLIC FOR STATE OF MONTANA
Residing at Helena, Montana
My Commission Expires 12-10-80

(NOTARIAL SEAL)

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20 June
1980
Party Davis