

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
CROSSFIRE ESTATES

I. DECLARATION. This Declaration made on the date hereinafter set forth, by The Diehl Company, a Montana corporation, hereinafter referred to as Declarant.

W I T N E S S E T H:

THAT WHEREAS, Declarant is the owner of certain real property in Jefferson County, Montana, the legal description of which is attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, Declarant has owned this land for a number of years and has caused a plan to be drawn for its use over the long run known as the Crossfire Master Plan; and

WHEREAS, the land in question will and should most certainly develop to its full, desirable density and potential because of its proximity to the City of Helena, Montana; and

WHEREAS, Declarant declares its desire for this land to increase in its value to its owners and to the community in general;

NOW, THEREFORE, Declarant hereby declares that all of the properties described herein shall be subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting and enhancing the value, usefulness and desirability of the real property described in Exhibit "A".

II. STATEMENT OF PURPOSE AND APPLICATION. The purpose of the following covenants and provisions is to insure that the land subject to these covenants and conditions increases in its desirability, usefulness and value to its owners and to the community in general, and that its use and development be accomplished in a systematic way with respect to: reasonable access by way of roads and streets; and storm water drainage and retention; easements and refuse disposal. It is the intention and purpose of these covenants and conditions that the

subdivision and resubdivision of the subject land shall not impede the operation of the road system, drainage system, and the placement and maintenance of necessary utilities, and that such subdivision and resubdivision shall not impede these services to the land even if the land were developed to maximum ultimate density. It is the purpose of this Declaration to provide a systematic procedure for the subsequent sale and subdivision of the land described herein to insure efficient and desirable ultimate use of the land over the long term. These covenants and provisions shall apply to the described real property as set forth on Exhibit "A".

III. DEFINITIONS.

1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

2. "Property" shall mean and refer to that certain real property herein described in Exhibit "A".

3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the property.

4. "Declarant" shall mean and refer to The Diehl Company, a Montana corporation, its successors and assigns to the property.

5. "Association" shall mean and refer to the non-profit corporation formed to provide for the orderly control of roads and easements, if any, of the property described herein. The Association is composed of the Declarant and those owners of record, and their successors and assigns, who purchase a tract or tracts of land within the described land subject to these covenants.

6. "Resubdivision" or "resale" refers exclusively to an owner subsequent to Declarant and its heirs.

IV. COVENANTS TO RUN WITH THE LAND. The covenants within this document shall run with the land and shall, as to each owner and to the heirs, personal representatives, successors or assigns

of each owner, operate as covenants running with the land. The covenants shall be enforceable by the Association or by any owner of the land, or any part thereof, or by any person purchasing any of said land, and by the heirs, personal representatives, successors and assigns of the Association or of such owners or purchasers, or by the governing body of Jefferson County.

V. PROPERTY RIGHTS. 1. Every owner shall have a right and easement of enjoyment in and to the roads within the property which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the construction, reconstruction, operation and maintenance of the roads within the property.

(b) The right of the Association to suspend the voting rights of an owner for a period during which any assessment, charge or fee against his lot remains unpaid.

(c) The right of the Association to dedicate or transfer all or any part of said roads to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless agreed to by a majority of the voting members of the Association.

2. All roads and streets shall serve as utility easements. Upon all lot lines is reserved a twenty foot (20') construction easement and a ten foot (10') maintenance easement. Transmission lines may be above ground with the approval of the Association, but all service lines shall be underground.

VI. RESUBDIVISION OR RESALE. Any tract purchased from Declarant, regardless of size and regardless of the form or manner of ownership, shall be planned and a preliminary plat prepared before resale or resubdivision.

Any owner who purchases a tract from Declarant and later sells the same tract of land in its entirety with no changes of any kind whatsoever in configuration and restrictions and reservations, shall not be required to prepare a preliminary

plat.

In any event, the second sale after the original purchase from Declarant will be subject to the preliminary plat requirement.

No method of development by any owner may be used to circumvent the intent and purpose of this resubdivision or resale provision. Development using the Unit Ownership Act is considered as resubdivision or resale and any owner using this method of development must submit a plat for approval.

The preliminary plat shall show the following:

1. The lot and block configuration with approximate dimensions.

2. Additional roads and streets servicing each lot along with the approximate grades of said roads and streets which demonstrate accessibility.

3. Road and street configuration shall match up with other local streets and arterials in adjacent parcels of land in the area.

4. The preliminary plat shall provide easements for drainage of surface water in existing water courses and shall provide for the location of retention ponds to prevent excess flow through said water courses onto adjacent property owner's land. Excess flow of water is that flow over and above the flow naturally occurring without development and construction on the land.

The conveyance instrument constituting resale and the preliminary plat shall provide that no land use shall impede the operation of the road system and/or drainage system, and the placement and maintenance of utilities. The road system and drainage system easements shall be surveyed and the legal description made of record so that said easements are permanent and the locations known by all purchasers and the public as a whole.

VII. PRELIMINARY PLAT PROCEDURES. The preliminary plat referred to in Article VI above shall be prepared and presented to the Association for review and approval. The Association

shall have sixty (60) days in which to approve the preliminary plat. Henceforth, any conveyance or reconveyance instrument must be subject to the approved preliminary plat which will be on file in the Association office. This provision is not intended to supercede any state and/or local subdivision laws or regulations.

VIII. ANNEXATION. Additional property may be annexed to the herein described property by or with the consent of the Declarant within three (3) years after this document is filed with the Clerk and Recorder. Thereafter, a two-thirds (2/3) vote of the members of the Association is required for annexation.

IX. ZONING AND PLANNING AUTHORITY. If at any time hereafter any Jefferson County or State of Montana governmental agency, authority, commission, district or other body is lawfully established, which body is empowered to require and compel, administratively or otherwise, any zoning or planning enactments, promulgations, rules and regulations, such body, if in its sole discretion and exercise of discretion so decides, may by proper action undertake the covenants herein as enactments, promulgations, rules and regulations, and enforce the same. Neither said undertaking by the body, nor the provisions hereof, shall, however, prevent the private enforcement of these covenants in any manner permitted by the laws of the State of Montana from time to time in force and effect.

X. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot, which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

2. Voting Rights. The Association shall have only one (1) class of voting membership. The members shall be all owners of lots and shall be entitled to one (1) vote for each lot owned. When more than one (1) person owns any lot, all such persons shall be members. The vote for such lot shall be exercised as

they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

XI. ASSESSMENTS. 1. The Declarant, for each lot owned by it or within the property, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agree to pay to the Association special easements for construction, reconstruction, operation and maintenance of roads within the property.

2. The assessments levied by the Association shall be used exclusively to provide for the construction, reconstruction, operation and maintenance within the property, both for the present and the future, and to maintain said roads in a safe condition.

3. The Association may levy in any calendar year, an assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, operation and maintenance of the roads within the property, provided that any such assessments shall have the assent of sixty percent (60%) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

4. Written notice of any meeting called for the purpose of taking any action authorized by Article XI, paragraph 1, shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5. Assessments must be fixed at a uniform rate and may be collected on a bi-monthly, quarterly or annual basis.

6. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of

twelve percent (12%) per annum, plus a reasonable attorney's fee may be assessed should an attorney be retained for the collection of said assessment. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the roads or abandonment of his lot.

7. The assessments, together with such interest thereon, and costs of collection thereof as herein provided, shall be a charge on the property and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as herein provided, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due.

8. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereon. The liens herein created shall be deemed to be mechanic's or materialmen's liens as the same are defined by the laws of the State of Montana, and shall be impressed and enforced in accordance with the applicable state law concerning the same and any person buying any property herein thereby waives any right to contest the same if said lien is impressed or enforced according to the provisions of these covenants.

XII. CONDITIONS AND RESTRICTIONS.

1. No structure of a temporary character, including but not limited to trailers, mobile homes, set together or expanding trailer houses or basements, tents, shacks, barns or outbuildings shall be constructed, placed or used on said real property or on

any tract, lot or portion thereof, at anytime as a residence. No old buildings, houses, outbuildings or structures of any type may be moved onto the said real property or any single tract, lot or portion thereof without the prior written consent of the Association of said real property and all tracts, lots or portions thereof. No shiny metal roofs or shiny metal siding, and no asphalt siding, shall be allowed on any building or structure constructed upon the said real property or any single tract, lot or portion thereof. Any construction begun on any dwelling house, outbuilding or structure shall be completed within twenty-four (24) months from the start of construction.

2. No dwelling house or residential structure may be occupied until a sewer system or sewage disposal system for the same is completed, approved by governmental authorities as required by law, and ready for service. No owner or occupant of the said real property or any single tract, lot or portion thereof, shall construct any septic sewer system or sewage disposal system, or drill any water well, without complying with all applicable laws and regulations of state and local health authorities pertaining to the installation of or maintenance of such systems and wells.

3. No manufacturing, commercial or industrial enterprise, nor mining of any type, shall be carried on, upon, in front of, or in connection with the said real property or any tract, lot or portion thereof; provided, however, that any owner or occupant of said real property or any tract, lot or portion thereof, may carry on in his home a home occupation, cottage industry, or professional or quasi-professional occupation, which does not disrupt the tenor of the said real property as quiet residential property.

4. Horses, cows, domestic poultry; and dogs, cats and other household pets may be kept and/or maintained on the said real property and any tract, lot or portion thereof for personal use, but the carrying capacity as determined by a Range Management Specialist must be adhered to. No owner or occupant shall be permitted to raise or care for any animals or fowl solely for the

purpose of sale or any other commercial basis. All animals and fowl shall be kept under control at all times and confined to the property owned or occupied by the owners of said animals or fowl. Nor shall said owners allow any animals or fowl to become a hazard or a nuisance to other persons or wildlife residing in the area. Lots 15, 16, 17 and 18, by virtue of their size, are excluded from the commercial restrictions of this paragraph. However, all other conditions apply.

5. Scrap, junk cars and the like shall not be placed on the real property or any portion thereof. No motor vehicle which cannot be moved under its own power may be left on said real property or any portion thereof for more than four (4) weeks, or left on or along the main roads bordering said real property and on every tract, lot or portion thereof for more than forty-eight (48) hours for all automobiles, trucks and trailers belonging to or kept by any owner or occupant thereof.

6. Timber or trees may be cut or removed only when such trees endanger a structure or the lives of people, when necessary to control infestations or diseases of the trees, when thinning thereof is consistent with good silvicultural practices as determined by the State Forester, or when necessary to provide sufficient space for the construction or installation of dwelling houses, residences, roadways, or public utilities.

7. These covenants shall be for the benefit of all persons owning the said real property and any tract, lot or portion thereof, and the Declarant and every person hereafter having any right, title or interest in or to said real property or any portion thereof shall have the right to prevent or enjoin any violation of any covenant, restriction, condition or provision contained herein. Such enforcement shall be by proceedings at law or in equity against any such person or persons violating or attempting to violate any covenant, restriction, condition or provision contained herein, either to restrain violation, recover damages, or both.

XIII. GENERAL PROVISIONS. 1. Notice. Any notice required

to be sent to any member or owner under the provisions of this declaration shall be deemed to have been properly sent when mailed by certified or registered mail, postage prepaid to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both, and against the land to enforce any lien created by these covenants; and, failure by the Association or 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.

3. Change and Amendment. The covenants and restrictions of this Declaration shall run and bind the land from the date this Declaration is recorded. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the voting lot owners. Any amendment must be duly recorded.

4. Duration of Declaration. This Declaration shall run for a period of twenty (20) years and shall be automatically extended for periods of ten (10) years.

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

6. Attorney's Fee. In any action brought by the Association to enforce the provisions hereof, whether legal or equitable, the Association shall be entitled to a reasonable attorney's fee fixed by the court if it is the prevailing party to the action.



EXHIBIT "A"

JEFFERSON COUNTY

CROSSFIRE ESTATES

SECTION 3, TOWNSHIP 9 NORTH, RANGE 3 WEST:

SW $\frac{1}{2}$ SW $\frac{1}{2}$ NW $\frac{1}{2}$ ;  
N $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$ ;  
SE $\frac{1}{2}$ SW $\frac{1}{2}$ SW $\frac{1}{2}$ ;

SECTION 4, TOWNSHIP 9 NORTH, RANGE 3 WEST:

S $\frac{1}{2}$  except N $\frac{1}{2}$ NE $\frac{1}{2}$ SE $\frac{1}{2}$ , SE $\frac{1}{2}$ NE $\frac{1}{2}$ SE $\frac{1}{2}$ , N $\frac{1}{2}$ NW $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$ , NE $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$ .  
SE $\frac{1}{2}$ NW $\frac{1}{2}$ , including, but not limited to Lot 14, part of Mineral Survey 4920 and Mineral Survey 5493.  
SW $\frac{1}{2}$ NW $\frac{1}{2}$ , including, but not limited to Lot 13, Mineral Survey 5493 and Mineral Survey 2300.

SECTION 5, TOWNSHIP 9 NORTH, RANGE 3 WEST:

SE $\frac{1}{2}$ , including but not limited to MS 3775;  
SE $\frac{1}{2}$ NE $\frac{1}{2}$ , including but not limited to Lot 5 and Mineral Survey 3878;  
SW $\frac{1}{2}$ NE $\frac{1}{2}$ , including but not limited to Lot 6 and Mineral Survey 3872;  
SE $\frac{1}{2}$ NW $\frac{1}{2}$ , including but not limited to Mineral Survey 3775;  
NE $\frac{1}{2}$ SW $\frac{1}{2}$ , including but not limited to Mineral Survey 3775;  
SE $\frac{1}{2}$ SW $\frac{1}{2}$ .

SECTION 9, TOWNSHIP 9 NORTH, RANGE 3 WEST:

Lot 2;  
That part of Mineral Survey 33 lying in NE $\frac{1}{2}$ ;  
NE $\frac{1}{2}$ SW $\frac{1}{2}$ , Lot 3, except portion of MS 5705;  
E $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$ ;  
SE $\frac{1}{2}$ NW $\frac{1}{2}$ , including but not limited to Lot 4;  
NE $\frac{1}{2}$ NW $\frac{1}{2}$ , including but not limited to Lot 3;  
E $\frac{1}{2}$ SW $\frac{1}{2}$ NW $\frac{1}{2}$ ;  
E $\frac{1}{2}$ NW $\frac{1}{2}$ NW $\frac{1}{2}$ ;  
NW $\frac{1}{2}$ NW $\frac{1}{2}$ NW $\frac{1}{2}$ .

130234

Recorder's Office State of Montana) SS,  
County of Jefferson  
I hereby certify that the within instrument  
was filed for record this 29 day of Aug  
A. D. 1984 at 8:35 o'clock A. M., and  
recorded in book 28 of MS on page 859-870  
James P. McFarland County Recorder  
3000 Deputy  
Indexed CD

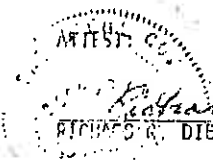
DECLARATION  
OF  
THE DIEHL COMPANY

THE DIEHL COMPANY, being the declarant of the Restrictive Covenants for Crossfire Estates, hereby adds to and amends the following-described property to be included and controlled by the covenants of record on Crossfire Estates, recorded in Book 28 of Miscellaneous, Page 870, of the records of the Clerk and Recorder of Jefferson County, Montana, filed the 29th day of August, 1984.

DATED this 26 day of February, 1985.

THE DIEHL COMPANY

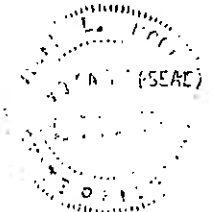
By W. D. Diehl  
WILLIAM D. DIEHL, President

  
Richard R. Diehl  
RICHARD R. DIEHL, Secretary  
(CORPORATE SEAL)

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

On this 26th day of February, 1985, before me, the undersigned, a Notary Public for the State of Montana, personally appeared WILLIAM D. DIEHL and RICHARD R. DIEHL, known to me to be the President and Secretary, respectively, of THE DIEHL COMPANY, the corporation whose name is subscribed to the foregoing instrument, and acknowledged to me that said corporation executed the same.

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



Vicki L. Morris  
Notary Public for the State of Montana  
Residing at Helena, Montana  
My Commission expires 1-1-86

EXHIBIT "A"  
ANNEXATION OF LAND TO  
CROSSFIRE ESTATES RESTRICTIVE COVENANTS  
PURSUANT TO  
PARAGRAPH 8, PAGE 5, OF THE  
RECORDED CROSSFIRE ESTATES RESTRICTIVE COVENANTS

SECTION 8, TOWNSHIP 9 NORTH, RANGE 3 WEST:

ENCL.  
SEEDED

SECTION 9, TOWNSHIP 9 NORTH, RANGE 3 WEST:

WATERWAY  
SEWER

132071

Subscribed and sworn to before me at [unclear] County of Jefferson  
this 28th day of February  
A. D. 1985 at [unclear] A. D. 1985  
Recorded in Book 29 of Records page 540-541  
[Signature] County Recorder  
[Signature] Deputy  
M. L. [unclear] Indexed [unclear]

DECLARATION  
OF  
THE DIEHL COMPANY

THE DIEHL COMPANY, being the declarant of the Restrictive Covenants for Crossfire Estates, hereby adds to and amends the following-described property to be included and controlled by the covenants of record on Crossfire Estates, recorded in Book 28 of Miscellaneous, Page 870, of the records of the Clerk and Recorder of Jefferson County, Montana, filed the 29th day of August, 1984.

DATED this 3rd day of September, 1985.

THE DIEHL COMPANY

By W. D. Diehl  
W. D. DIEHL, President

ATTEST:  
Richard R. Diehl  
RICHARD R. DIEHL, Secretary  
(CORPORATE SEAL)

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

On this 3rd day of September, 1985, before me, the undersigned, a Notary Public for the State of Montana, personally appeared WILLIAM D. DIEHL and RICHARD R. DIEHL, known to me to be the President and Secretary, respectively, of THE DIEHL COMPANY, the corporation whose name is subscribed to the foregoing instrument, and acknowledged to me that said corporation executed the same.

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

Richard L. Morris  
Notary Public for the State of Montana  
Residing at Helena, Montana  
My Commission expires January 1, 1986

(SEAL)  
Notary Seal

EXHIBIT "A"  
ANNEXATION OF LAND TO  
CROSSFIRE ESTATES RESTRICTIVE COVENANTS  
PURSUANT TO  
PARAGRAPH 8, PAGE 5, OF THE  
RECORDED CROSSFIRE ESTATES RESTRICTIVE COVENANTS

Jefferson County, State of Montana

SECTION 10, TOWNSHIP 9 NORTH, RANGE 3 WEST:

NW1/4  
W1/2NE1/4  
NE1/4NE1/4  
SW1/4

133918

County Clerk Office - State of Montana ss.  
County Clerk  
I have examined the foregoing instrument  
with the original and find it to be a true and  
correct copy of the original and the same  
is in accordance with the original and the  
same is in accordance with the original and  
the same is in accordance with the original  
Fee \$ 10.00 Indexed 10

DECLARATION OF  
THE DIEHL COMPANY

THE DIEHL COMPANY, being the Declarant of the Restrictive Covenants for Crossfire Estates, hereby amends said covenants to correct the legal descriptions of the real property subject to these covenants as follows:

All those amendments to the said covenants recorded in Book 26, Miscellaneous, Page 870; Book 29, Miscellaneous, Pages 540 and 541; and Book 30, Miscellaneous, Pages 216 and 217, are herewith cancelled and superseded by the real property described on Exhibits "A" and "B" attached hereto and made a part hereof.

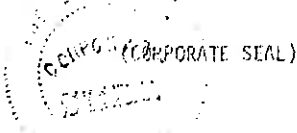
WITED this 28<sup>th</sup> day of January, 1986.

THE DIEHL COMPANY

ATTEST:

By W. D. Diehl  
W. D. DIEHL, President

Richard R. Diehl  
RICHARD R. DIEHL, Secretary

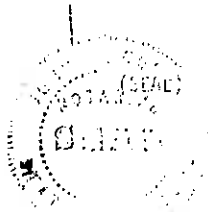


STATE OF MONTANA )  
: ss.  
County of Lewis and Clark)

On this 28<sup>th</sup> day of January, 1986, before me, the undersigned, a Notary Public for the State of Montana, personally appeared W. D. DIEHL and RICHARD R. DIEHL, known to me to be the President and Secretary, respectively, of THE DIEHL COMPANY, the corporation whose name is subscribed to the foregoing instrument, and acknowledged to me that said corporation executed the same.

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

John G. Cooper  
Notary Public for the State of Montana  
Residing at Helena, Montana  
My Commission expires Nov. 1, 1987



137265

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

I hereby certify, that the within instrument was filed for record this 27 day of Jan. A.D. 1986 at 9:20 o'clock A.M. and recorded in Book 30 of Misc. on page 616 '618'  
By Bernice Ramsey County Recorder  
Deputy  
Fee \$ 15.00 Indexed RD

EXHIBIT "A"

CORRECTION OF LEGAL DESCRIPTION OF LAND SUBJECT TO THE COVENANTS  
OF CROSSFIRE ESTATES, PURSUANT TO PARAGRAPH 8, PAGE 5 OF THE RE-  
CORDED CROSSFIRE ESTATES RESTRICTIVE COVENANTS, TOWNSHIP 9 NORTH,  
RANGE 3 WEST, M.P.M., JEFFERSON COUNTY, MONTANA

SECTION 3

SW1/4NW1/4  
SE1/4SW1/4  
SE1/4SW1/4

SECTION 4

SW1/4SE1/4  
SW1/4SE1/4  
W1/2SW1/4  
SW1/4  
Government Lots 13 and 14

SECTION 5

NE1/4  
E1/2SW1/4  
That portion of M.S. 3775 in Jefferson County  
That portion of M.S. 3872 in Jefferson County  
Government Lots 5 and 6

SECTION 8

SE1/4NE1/4  
E1/2SE1/4

SECTION 9

W1/2W1/4  
SE1/4SW1/4  
R.S. 33  
Government Lots 2, 3, 4, 5, 6, and 8

SECTION 10


R.S. 33  
Government Lots 5, 6, 7, and 8

\*\*\*\*\* SEE MAP ATTACHED FOR VISUAL REFERENCE \*\*\*\*\*





Return to:  
Randi Rognlie  
9 Crossfire Drive  
Clancy MT 59634

  
254987 Fee \$91.00 Page 1 of 13  
JEFFERSON COUNTY  
Recorded 5/4/2015 At 10:30 AM  
BONNIE RAMEY, Clerk and Recorder  
By Shirley O'Leary Deputy

## SHOOTING STAR HILLS

### FORMATION OF HOME OWNERS' ASSOCIATION AND DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR RESIDENTIAL TRACTS

WHEREAS, the undersigned, Randi Rognlie of Clancy Montana, Norman Rognlie of Helena Montana, Carol White of Belgrade Montana and Randi Rognlie Trustee for minor children Joseph Triem and Robin Triem, hereinafter called the Declarants, are the Owners of certain property in Jefferson County, Montana, which is more particularly described as follows:

**Shooting Star Hills** Development includes: Tracts B-1, B-2, B-3, B-4 as shown on certificate of survey #253025, Folio 849-A-FC and Tract B-5-1-A as shown on certificate of survey #254755 Folio 984-B both of which certificates of survey are on file at the Clerk & Recorder's office, Jefferson County, Montana.


*Tracts of land in the E 1/2 of Section 4 Township 9N North, Range 3W West, Jefferson County, Montana.*

WHEREAS, Declarants, as Owners of all the real property described above, desires to place restrictions, covenants and conditions upon said real property for the use and benefit of Declarants as present Owner and for future Owner's thereof; and WHEREAS, Declarants, as the Owners of the real property described above, desire to provide for the continued care and maintenance and operation of the roadway and for the orderly development in accordance with these covenants of the real property for the Declarants as present Owners of said property and for future Owners of said property, and to provide for architectural control, Home Owners Association guidelines. NOW, THEREFORE, Declarant hereby declares all property described above will be held, sold, and conveyed subject to the following restrictions, covenants, conditions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the real

property as a highly desirable development. These restrictions, covenants, conditions, and easements will run with the real property and will be binding on all the parties having or acquiring any right, title, or interest in the described real property or any part thereof and will inure to the benefit of and be binding upon each successor in interest of the Owners thereof. It is intended that these covenants work in concert with the North Jefferson County Zoning Regulations but in some cases the covenants may be more restrictive.

## ARTICLE 1: DEFINITIONS

1. **“Association”** will mean and refer to Shooting Star Hills Home Owner’s Association, comprised of the Tract Owners of record, and their successors and assigns.
2. **“Declarants”** will mean and refer to Randi Rognlie, Norman Rognlie, and Carol White and their successors and assigns.
3. **“Owner”** means and refers to the record Owners, including Tracts owned by the Declarants, whether one or more persons or entities, of fee simple title to any Tract which is a part of the property and is subject to this Declaration, including contract purchasers who have a possessor interest pursuant to their contract to purchase, but excluding contract sellers or mortgages or persons having such interest merely as security for the performance of an obligation. If the Declarants or any Tract Owners sell a Tract, the seller will still be considered Owner of the Tract, until a deed, notice of purchaser’s interest, or abstract or contract for deed, containing the address of the new Owner, is recorded with the Jefferson County Clerk and Recorder and a copy of the recorded document delivered to the Association.
4. **“Officers”** will mean Tract Owners elected to the positions of President, Secretary and Treasurer of the Home Owners Association.
5. **“Property”** will mean and refer to certain real property hereinbefore described and such other real property as is now or may hereafter be brought within the jurisdiction of the Association.
6. **“Tract”** means and refers to any numbered Tract of land shown upon any recorded subdivision plat or C.O.S. of the property, this will include all residential property.
7. **“Building”** will mean, refer to, and include any structures built upon the real property as a residence or for other purposes.
8. **“Architectural Control Committee”** or **“ACC”** will mean the committee created pursuant to the Declaration by the Association members to control the improvements within the development.

  
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9. **“Member”** will mean and refer to every person or entity that is a member of the Shooting Star Hills Home Owner’s Association.

10. **“Stormwater Drainage System”** shall mean the culverts, borrow ditches, conveyance swales and any stormwater detention ponds used to direct and control storm water during and after a storm event. The stormwater drainage system does not include driveway culverts installed by Tract Owners. The installation, care and maintenance of the driveway culverts are the responsibilities of the individual Tract Owner.

11. **“Guest House”** shall mean a detached structure being an accessory to a single family dwelling with not more than two bedrooms, having no kitchen facilities and used or designed for use primarily by guests.

## **ARTICLE II: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

### **1. Formation of Home Owner’s Association.**

Declarants have deemed it desirable to create a Home Owner’s Association that may be incorporated and to which will be delegated and assigned the powers to maintain, administer, and enforce this Declaration as it applies to road and stormwater drainage system maintenance, maintenance of the common areas and any other needs deemed necessary by the Association.

### **2. Creation.**

Declarants hereby create the “Shooting Star Hills” Home Owner’s Association. Declarants are exempt from paying dues, assessments or other charges until the Declarant either erects a building on their Tract or upon conveyance of their Tract.

### **3. Membership.**

Every person who is an Owner of record of any Tract that is subject to the covenants is a member of the Association.

### **4. Voting Rights**

There shall be one class of voting membership. The Owner or Owners of each Tract will have one voting right per Tract in the Association. Voting rights may be exercised by proxy, voting with the majority of the members.

### **5. Rules and Regulations.**

No Owner will violate the rules and regulations for the use of the Tracts and the property as set forth in this Declaration or adopted from time to time by the Association. The Owner thereof will establish no such rules or regulations that violate the intention or provisions of this Declaration or that unreasonably restrict the use of any Tract.

### **6. Association Officers.**

The members of the Association will by majority vote elect Association Officers consisting of 3 members to conduct the business of the Association for the Association and to generally promote the will of the membership in accordance with these covenants

and restrictions. The Officers will consist of the positions; President, Secretary and Treasurer. Minutes of all meetings will be recorded and preserved. The Officers will be elected for a term set by a simple majority of the membership, but not less than 1 year. The Officers will have the authority to act on behalf of the Association and its members as will be reasonably necessary to carry out the purpose of the Association and enforce these covenants. The Officers will act by majority vote of the Association.

#### **7. Annual Meeting.**

At the time the Association is formed, the Officers will set the date for the annual meeting. The annual meeting will be held at a similar time every year. All Association members will be notified of the annual meeting by U.S. Mail or electronically.

### **ARTICLE III: ASSESSMENTS**

#### **1. Purpose of Assessment.**

Assessments are set for any legitimate purpose, including but not limited to: weed management, road repair and maintenance, snow removal, or any other work that may be deemed necessary by the Declarants or the the Association. It is hereby known that Owners of Tracts in the Shooting Star Hills development are required to also belong to the South Hills Park Home Owners Association for purposes of weed management in public road easements, regular road or storm drainage system repair and maintenance, and snow removal for public roadways internal to Shooting Star Hills, Evergreen Acres and South Hills Park developments. Owners will have one voting right per Tract with the South Hills Park Home Owners Association for any vote regarding said maintenance and repair. The Assessment may be in the form of Association Annual Dues.

#### **2. Amount of Annual Assessments.**

The Officers will prepare a proposed annual budget setting forth the expected charges and expenses for the upcoming year. The budget will be presented to the Association members for discussion and ratification by majority vote at the annual meeting of the Association. The Association will fix the amount of the assessment against each Tract for the annual assessment and any special assessments at least thirty days in advance of the first date payable. The annual payment will be due on January 1, of each year both to Shooting Star Hill and South Hills Park Home Owners Association. Written notice of the assessment will be sent to every Owner subject thereto.

#### **3. Notice and Quorum for any Actions Authorized Under Section 2 Above.**

Written notice of any meeting called for the purpose of taking any action authorized under Section 2 will be sent to all members of the Association. This notice will be sent no less than thirty or no more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (51%) of all the votes will constitute a quorum. If the required quorum is not present either in person or by proxy, another meeting may be called subject to the same notice requirements. Such a subsequent meeting will be held within sixty days after the preceding meeting.

**4. Effect of Nonpayment of Assessment.**

If the assessments are not paid by midnight of the date due, such assessments will become delinquent, and will, together with interest thereon, become a continuing lien on the Tract, which will run with the land. The assessment will bear interest from the due date at the maximum annual percentage rate permitted by law, but not in excess of Twelve Percent (12%) per annum as well as any other costs associated with collection of the assessment. The Association may record a Notice of Delinquency with the Clerk and Recorder of Lewis and Clack County at any time after such assessment or assessments become delinquent, and said Notice of Delinquency will constitute public notice that said Tract is encumbered with a lien. At such time as the delinquency is corrected, the Association will file the appropriate document to release the lien. The Owner of the Tract will further reimburse the Association for costs, including reasonable attorney's fees for preparing and releasing said Notice of Delinquency. Said delinquency will not be cured until the Owner of the Tracts pays for said costs as well as the amount of the delinquent assessment, including interest and attorney's fees. The obligation of the Owner to pay any assessment or interest will not be affected by any conveyance or transfer of title to said Tract. The Association may bring an action at law against the Owner obligated to pay the same, and/or foreclose the lien against the property. There will be added to the amount of such assessment the costs of collecting the same or foreclosing lien thereof including reasonable attorney's fee. If a Tract is sold, said obligation will be paid from seller's proceeds at the time of sale.

**ARTICLE IV: EASEMENTS**

Utility Easements are reserved for the installation, maintenance, and repair of electric lines, natural gas lines, communication cable lines and wastewater treatment systems serving the lots, if approved by the County Sanitarian in said location. All utilities will be underground. No buildings will be allowed to be constructed in easements or under existing overhead power lines. Any and all surface disturbance to the land resulting from the installation, maintenance, or repair of any such lines or utilities will be timely and the land will be restored to the natural appearing condition. All public road easements will serve as utility easements.

## ARTICLE V: PROTECTIVE COVENANTS

### 1. Land Use.

There will be no more than one single family private residence constructed on each residential Tract unless specified by Declarant, and that dwelling will be used for residential purposes only. Each residence must include one (1), single, double or triple bay garage, either attached or unattached. Each Tract may have one out-building or guest house in addition to the residence and garage, as allowed by local zoning. All garages and outbuildings will be of similar materials and design as the dwellings and upon permanent foundations. No homes garages, shops or outbuildings will be constructed with a metal exterior, except for the use of metal siding as a component of an architectural feature of the exterior. No residential Tracts will be used for manufacturing or commercial enterprise, no store, business, boarding house or lodging house, manufacturing plant, industrial enterprise, commercial dog kennels and/or commercial dog breeding operations, mining of any type, or any other enterprise of any kind will be carried on, upon, in front of, or in connection with any residential Tract.

Notwithstanding the foregoing, no restrictions contained herein will be construed in such a manner so as to prohibit any Owner from:

- a. Working from home and keeping personal business records or accounts in the residence
- b. Conducting any other activities on the Owner's Tract otherwise compatible with residential use and provision of this Declaration that are permitted under applicable zoning laws or regulations without the necessity of first obtaining a special use permit or specific governmental authorization. Such uses are expressly declared to be customarily incidental to the principal residential use and not in violation of any provision of this section.

### 2. Building Type.

a. All dwellings and outbuildings will be of good quality, constructed on the site, affixed to the land on permanent foundations, and aesthetically compatible with other structures on the property, including roof pitch and overhang width. All structures will be constructed of new materials except that suitable used materials such as reclaimed bricks, beams and siding materials may be utilized with the approval of the ACC. No dwelling commonly known as "mobile homes" or "trailers", whether "single wide" or "double wide" or any other nature, and regardless of whether the same or on wheels or permanent foundations, shall be allowed. No dwelling known as "modular" "manufactured" or "factory fabricated" homes shall be allowed.

b. Each single residence will not have less than a 1,000 total square feet footprint. Square footage of the building footprint will be measured on the outside perimeter of the

foundation. Square footage will not include any porches, patios or garages. This does not include a detached guest house, which may have a smaller footprint.

c. All outbuildings will be constructed of a similar design (including roof pitch and style) and material as the house and will be roofed, sided, and have all windows and doors installed within 6 months of the start of construction. The finished appearance will be of a quality equal to that of the residence.

d. All buildings must be completed within 18 months of the start of construction. All dwellings and outbuildings shall be completely finished on the exterior and interior before the dwelling is occupied as a residence. No structure of a temporary nature, and no trailers, mobile homes, set together or expanding trailer houses, basements, campers, pickup campers, tents, shacks, barns, garages or outbuildings shall be used upon the Tract at any time as a residence or for the purpose of human habitation or for camping, either temporarily or permanently.

e. Roofs must meet UL approved Class A fire rating.

**(1) Roof Design and Materials:** Roof design should recognize the impacts of cold weather and the potential for ice dams caused by melting and freezing of snow. Cold roof systems with appropriate insulation and adequate ventilation are strongly recommended. All roofs must be flame retardant as certified by a Class A roof covering rating or a Class A roof assembly. The design quality of the Shooting Star Hills area will be enhanced by carefully selected roof materials, such as heavy textured asphalt shingles (at least 35year warranty), imitation slate, unglazed concrete roof tile and treated wood, or metal, thick butt shingles.

**(2) Chimneys, Flues, and Vents:** Chimneys and flues will be located to avoid downdraft with resulting smoke and fumes at ground level. They should also be located as high as possible on the upwind side of the structure to disburse smoke adequately. All flues will be enclosed with a chimney cap and fitted with a spark arrestor.

**f. Exterior walls:** In keeping with the natural environment, building exteriors should harmonize through use of natural materials and accent colors. No asphalt, aluminum vinyl, or plastic siding will be used in the construction of any building or outbuilding.

### **3. Building Location.**

No buildings will be constructed closer than **twenty five (25)** feet from the front property line or edge of public road easement and **fifteen (15)** feet from the side and rear property lines. Buildings must be located a minimum of 10 feet from waste water treatment system drainfields. (For purposes of this provision, eaves and steps will not be considered a part of the building.) Under no circumstance will any building be allowed within utility or access easements show on the surveys.



**4. Maintenance and Improvements.**

Owners will maintain the building or buildings on each Tract owned. All driveways will be kept in good condition. The cost and installation of driveway culverts shall be the responsibility of each individual Tract Owner. Minimum culvert size shall be 15 inches in diameter. Prior to commencing construction or installation of any improvement within the properties, other than the initial construction of a residence by the Declarant or its successors, the Owner planning such improvement must submit a written request to the ACC for approval. The Owner's request will include structural plans, specifications, and landscape plans conforming to the requirements herein. Conformance with local zoning is the sole responsibility of each Tract Owner. As used herein, the term "Improvement" will include, but not be limited to, the construction, installation, alteration, or remodeling of buildings, walls, fences, landscaping, swimming pools, spas, or any structure of any kind. Approval or disapproval of the Owner's requested improvements will be based on a finding by the ACC that the proposed improvement:

- a. conforms with the Covenants
- b. will be in harmony with external design of other structures and/or landscaping
- c. will not unreasonably interfere with the enjoyment of any other Owner of his or her property, including, without limitation, the rights of other Owners to enjoy scenic and solar access free of unreasonable obstruction.

**5. Subdivision or Resale.**

Any Tract purchased from the Declarant can be resold without restriction, with the exception of these covenants and any bylaws that may be amended from time to time by the Association. Subdivision of any Tract is not allowed. Minor boundary relocations which do not significantly change the lot sizes and are agreeable to adjacent lot Owners are permitted providing they are in compliance with zoning regulations.

**6. Landscaping.**

Landscaping shall be in keeping with the natural environment. Tract Owners will employ best management practices to eradicate weeds on their property. Tract Owners will remove dead trees from their Tract within one year.

**7. Motor Vehicles.**

No trucks, other than passenger, pickup, or utility trucks with a capacity of one and a half (1 ½) ton or less, will be parked, stored, or in any manner kept or placed on the property or on any parcel, Tract, or road within the above described property. Campers, trailers, motor homes, boats, and other recreational equipment and the like may not be parked within the setbacks, easements or along the roads. This restriction will not, however, be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing services to any portion of the property. No motor vehicle that cannot be moved under its own power may be left on said property or any Tract, other than in a garage, for more than 72 hours, or left on any

road within said property. Scrap or junk vehicles, or any parts thereof, will not be placed or stored on said property or on any Tract.

**8. Recreational Vehicle Use.**

Recreational vehicles, including motorcycles, snowmobiles, all-terrain vehicles, go-carts, or any other type of recreational vehicles, will be operated or used on only established roads and driveways to exit and enter the property. These restrictions are imposed to minimize erosion and noxious weeds as required by Jefferson County. The recreational vehicles cannot be used on any Tract except for maintenance purposes such as snow removal.

**9. Road Maintenance and Street Signs.**

Road, roadway storm drainage and street signs within the South Hills Park, Evergreen Acres and Shooting Star Hills developments will be administered and provided by the South Hills Home Owners Association. Tract Owners will be responsible for repairs required to the subdivision roads caused by excessive run off, mud, or any other damage caused to the road as a result of driveways being constructed without proper precautions to prevent such damage. Tract Owners will be responsible for repairs required to the subdivision roads caused by activity associated with the development of their Tract.

**10. Access and Roadways.**

Except for Declarants, no other Owner will use any part of any Tract to provide access to adjacent land. No roadway will be used or constructed on any Tract for any purpose except one or two driveways for access to the dwelling facilities. Entrance drives to building sites will access roads in the subdivision at right angles where possible and will have a 12' minimum traffic lane with a minimum 13'6" height clearance.

**11. Signs and Billboards.**

No signs, billboards, posters, or advertising displays or devices of any kind or character will be displayed on any of said residential Tracts except subdivision promotional signs, house numbers to identify the residence, or real estate signs for the purpose of indicating a property for sale. Political campaign signs must meet county regulation for political activity and signs. Each Tract Owner is required to install and maintain an entry address plaque in a suitable location, in a manner and style determined by the Architectural Committee, when the personal residence is constructed.

**12. TV Antennas/Satellite Dishes.**

Television antennas, satellite dishes, and the like may be constructed or installed but must be adequately screened so that they are out of direct sight of adjacent Tracts when possible.

**13. Garbage and Fires.**

No portion of the property, nor any Tract, will be used or maintained as a dumping ground, nor will any rubbish, trash, garbage or other waste be allowed to accumulate except in sanitary containers which shall be adequately screened from adjacent properties. No such receptacles will be placed close to the front property line of any

parcel. On trash collection days, trash receptacles may be placed in a location convenient for collection. No trash or rubbish may be burned anywhere on the property. Any fires for burning brush or for recreational purposes must be in properly designated and constructed burn areas. Any brush burning must be properly permitted by the applicable governing authority.

**14. Offensive Activity.**

No noxious or offensive activity will be carried on within the properties, nor will anything be done or placed within any Tract or the commonly maintained area that may be or become a nuisance, or cause an unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of the properties. Without limiting any of the foregoing, no Owner will permit noise, including but not limited to, barking dogs or excessive volume of stereo amplifiers to emanate from Owner's Tract, which would unreasonably disturb another Owners' quiet enjoyment of their Tracts or of the common area.

**15. Night Time Illumination.**

Any exterior lighting will be installed and maintained to be non-intrusive. Fixtures should shield the light so that it does not radiate beyond the immediate property.

**16. Animals and Livestock.**

Poultry is allowed on residential Tracts as long as it is kept in accordance with Helena City Code 5-3-5. In addition to the city restrictions, only 5 hens are permitted on each Tract. Roosters are not permitted. No horse, cow, mule, donkey, bison, llama, hog, goat, sheep or similar animal will be permitted on any Tract. However, Owners may keep the usual house pets, not to exceed three dogs and three cats, which must be kept without any continuous or audible disturbance or nuisance to other persons residing in the area. Pets may not be kept or bred for commercial purposes. All pets must be kept under control and on Owner's property and not allowed to wander on adjoining properties. Kennels and the like may be constructed or installed and must be adequately screened so that they are out of sight of adjacent Tracts and common areas. Dogs must be kept on a leash when not on the Owner's property. Owners will pick up after their pets.

**17. Wildlife.**

In order to maintain the natural environment and semi-rural atmosphere of the area, wildlife habitat shall be respected. Due to the occasional presence of bear, skunk, porcupine, fox and rodents, all garbage must be kept inside a building until the day of garbage collection.

**18. Fences.**

All fences must be well built of good materials and well kept up so as not to adversely affect the aesthetic value of any adjoining property. No barbed wire fences are allowed. Fences are structures and are specifically included under the provisions of the Shooting Star Hills Covenants. The Owner will maintain fences on his/her building site. If the Owner fails or refuses to comply with the provisions of this section, the Home Owners Association will have the right to hire a contractor to perform such work as may be



necessary to fulfill these requirements. The cost to the Owner is a special individual assessment.

**19. Mailboxes.**

Mail boxes will be clustered within the roadway easement along Crossfire Drive with the coordination of the US Postal Service rural route supervisor. The Association will maintain the mailbox cluster with Association dues.

**20. Control of Noxious Weeds.**

The properties are subject to compliance with Title 7, Chapter 22, Part 21, MCA and Jefferson County regulations with regard to propagation of noxious weeds. All Tract Owners will employ best management practices to eradicate weeds on their property, including seeding disturbed areas to promote growth of natural grasses.

**21. Sanitary Restrictions.**

Owners of Tracts shall comply with all State and Local laws relating to water supply, sanitation, sewage treatment and disposal and air pollution. Changes to approved well and drainfield locations or changes to the approved wastewater treatment design must be approved by the Jefferson County Sanitarian.

**ARTICLE VII: ENFORCEMENT**

**1. Enforcement by Declarant or any Owner.**

Enforcement of this Declaration will be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both, and against the land to enforce any lien created by these covenants. Failure by the Association or any Owner to enforce any covenant or restriction herein will in no event be deemed a waiver of the right to do so thereafter.

**2. Costs of Enforcement.**

Should any lawsuit or other legal proceeding be instituted against an Owner who is alleged to have violated one or more of the provisions of this Declaration, the party that loses will pay the attorney's fees for both the Plaintiff and the Defendant.

**3. Severability.**

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

**ARTICLE VIII: DURATION AND AMENDMENT**

The provision of this Declaration will be binding for a term of twenty (20) years from the date of this Declaration and will be automatically renewed for successive periods of ten

(10) years unless instruments signed by the Owners of eighty percent (80%) of the Tracts have been recorded. This Declaration may be amended by vote of two thirds of the Owners. The exclusions of the Declarants set forth in these covenants cannot be changed or modified. The Declarants may, prior to the creation of the Home Owners Association change, modify or adjust these covenants for further clarification or understanding for safety, and/or to improve the value of the overall Tracts.

Randi Rognlie

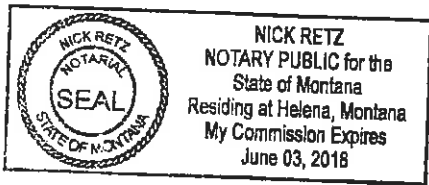
Signature Randi Rognlie, Owner/Declarant

STATE OF MONTANA  
COUNTY OF Lewis & Clark

This Instrument was signed before me on 22 April 2015

By Randi Rognlie  
Print name of signer(s)

[Signature]  
Notary Signature



[Montana notaries must complete the following if not part of stamp.]

Nick Retz  
Printed Name

Affix seal/stamp as close to signature as possible

Notary Public for the State of MT

Residing at Helena

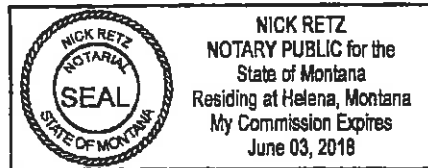
My Commission expires: 6/3 20 15

Norman H Rognlie  
Signature Norman Rognlie, Owner/Declarant

STATE OF MONTANA  
COUNTY OF Lewis & Clark

This Instrument was signed before me on 22 April 2015

By Norman H Rognlie  
Print name of signer(s)



[Signature]

Notary Signature

[Montana notaries must complete the following if not part of stamp.]

Nick Retz

Printed Name

Notary Public for the State of MT

Residing at Helena

My Commission expires: 6/3 2018

Affix seal/stamp as close to signature as possible

Carol White

Signature Carol White, Owner/Declarant

STATE OF MONTANA  
COUNTY OF Granite

This Instrument was signed before me on April 27, 2015

By CAROL White

Print name of signer(s)

Teresa Dring

Notary Signature

[Montana notaries must complete the following if not part of stamp.]

Teresa Dring

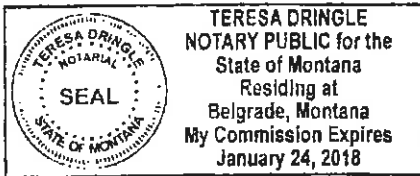
Printed Name

Notary Public for the State of Montana

Residing at Belgrade

My Commission expires: 01/24 2018


Affix seal/stamp as close to signature as possible



254987 Fee \$91.00 Page 13 of 13

JEFFERSON COUNTY  
Recorded 5/4/2015 At 10:30 AM  
BONNIE RAMEY, Clerk and Recorder

Return to:  
Randi Rognlie  
9 Crossfire Drive  
Clancy MT 59634

  
256329 Fee \$77.00 Page 1 of 11  
JEFFERSON COUNTY  
Recorded 8/20/2015 At 11:00 AM  
BONNIE RAMEY, Clerk and Recorder  
By Shawmin Ornela Deputy

## SHOOTING STAR HILLS

### **FORMATION OF HOME OWNERS' ASSOCIATION AND DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR RESIDENTIAL TRACTS**

WHEREAS, the undersigned, Randi Rognlie of Clancy Montana, Norman Rognlie of Helena Montana, Carol White of Belgrade Montana and Randi Rognlie Trustee for minor children Joseph Triem and Robin Triem, hereinafter called the Declarants, are the Owners of certain property in Jefferson County, Montana, which is more particularly described as follows:

**Shooting Star Hills** Development includes: Tracts B-1, B-2, B-3, B-4 as shown on certificate of survey #253025, Folio 894-A-FC and Tract B-5-1-A as shown on certificate of survey #254755 Folio 984-B, both of which certificates of survey are on file at the Clerk & Recorder's office, Jefferson County, Montana.

*Tracts of land in the E 1/2 of Section 4, Township 9N North, Range 3W West, Jefferson County, Montana.*

WHEREAS, Declarants, as Owners of all the real property described above, desires to place restrictions, covenants and conditions upon said real property for the use and benefit of Declarants as present Owner and for future Owner's thereof; and WHEREAS, Declarants, as the Owners of the real property described above, desire to provide for the continued care and maintenance and operation of the roadway and for the orderly development in accordance with these covenants of the real property for the Declarants as present Owners of said property and for future Owners of said property, and to provide for architectural control, Home Owners Association guidelines. NOW, THEREFORE, Declarant hereby declares all property described above will be held, sold, and conveyed subject to the following restrictions, covenants, conditions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the real property as a highly desirable development. These restrictions, covenants, conditions, and easements will run with the real property and will be binding on all the parties having or acquiring any right, title, or interest in the described real property or any part thereof and will inure to the benefit of and be binding upon each successor in interest of the Owners thereof. It is intended that these covenants work in concert with the North Jefferson County Zoning Regulations but in some cases the covenants may be more restrictive. These

declarations and covenants, conditions and restrictions supersede any previous declarations, covenants, conditions and restrictions formerly recorded for the Tracts.

#### ARTICLE I: DEFINITIONS

1. **"Association"** will mean and refer to Shooting Star Hills Home Owner's Association, comprised of the Tract Owners of record, and their successors and assigns.
2. **"Declarants"** will mean and refer to Randi Rognlie, Norman Rognlie, and Carol White and their successors and assigns.
3. **"Owner"** means and refers to the record Owners, including Tracts owned by the Declarants, whether one or more persons or entities, of fee simple title to any Tract which is a part of the property and is subject to this Declaration, including contract purchasers who have a possessor interest pursuant to their contract to purchase, but excluding contract sellers or mortgages or persons having such interest merely as security for the performance of an obligation. If the Declarants or any Tract Owners sell a Tract, the seller will still be considered Owner of the Tract, until a deed, notice of purchaser's interest, or abstract or contract for deed, containing the address of the new Owner, is recorded with the Jefferson County Clerk and Recorder and a copy of the recorded document delivered to the Association.
4. **"Officers"** will mean Tract Owners elected to the positions of President, Secretary and Treasurer of the Home Owners Association.
5. **"Property"** will mean and refer to certain real property hereinbefore described and such other real property as is now or may hereafter be brought within the jurisdiction of the Association.
6. **"Tract"** means and refers to any numbered Tract of land shown upon any recorded subdivision plat or C.O.S. of the property, this will include all residential property.
7. **"Building"** will mean, refer to, and include any structures built upon the real property as a residence or for other purposes.
8. **"Architectural Control Committee"** or **"ACC"** will mean the committee created pursuant to the Declaration by the Association members to control the improvements within the development.
9. **"Member"** will mean and refer to every person or entity that is a member of the Shooting Star Hills Home Owner's Association.
10. **"Stormwater Drainage System"** shall mean the culverts, borrow ditches, conveyance swales and any stormwater detention ponds used to direct and control storm water during and after a storm event. The stormwater drainage system does not include driveway culverts installed by Tract Owners. The installation, care and maintenance of the driveway culverts are the responsibilities of the individual Tract Owner.
11. **"Guest House"** shall mean a detached structure being an accessory to a single family dwelling with not more than two bedrooms, having no kitchen facilities and used or designed for use primarily by guests.

**ARTICLE II: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**1. Formation of Home Owner's Association.**

Declarants have deemed it desirable to create a Home Owner's Association that may be incorporated and to which will be delegated and assigned the powers to maintain, administer, and enforce this Declaration as it applies to road and stormwater drainage system maintenance, maintenance of the common areas and any other needs deemed necessary by the Association.

**2. Creation.**

Declarants hereby create the "Shooting Star Hills" Home Owner's Association. Declarants are exempt from paying dues, assessments or other charges until the Declarant either erects a building on their Tract or upon conveyance of their Tract.

**3. Membership.**

Every person who is an Owner of record of any Tract that is subject to the covenants is a member of the Association.

**4. Voting Rights**

There shall be one class of voting membership. The Owner or Owners of each Tract will have one voting right per Tract in the Association. Voting rights may be exercised by proxy, voting with the majority of the members.

**5. Rules and Regulations.**

No Owner will violate the rules and regulations for the use of the Tracts and the property as set forth in this Declaration or adopted from time to time by the Association. The Owner thereof will establish no such rules or regulations that violate the intention or provisions of this Declaration or that unreasonably restrict the use of any Tract.

**6. Association Officers.**

The members of the Association will by majority vote elect Association Officers consisting of 3 members to conduct the business of the Association for the Association and to generally promote the will of the membership in accordance with these covenants and restrictions. The Officers will consist of the positions; President, Secretary and Treasurer. Minutes of all meetings will be recorded and preserved. The Officers will be elected for a term set by a simple majority of the membership, but not less than 1 year. The Officers will have the authority to act on behalf of the Association and its members as will be reasonably necessary to carry out the purpose of the Association and enforce these covenants. The Officers will act by majority vote of the Association.

**7. Annual Meeting.**

At the time the Association is formed, the Officers will set the date for the annual meeting. The annual meeting will be held at a similar time every year. All Association members will be notified of the annual meeting by U.S. Mail or electronically.

**ARTICLE III: ASSESSMENTS**

**1. Purpose of Assessment.**

Assessments are set for any legitimate purpose, including but not limited to: weed management, road repair and maintenance, snow removal, or any other work that may be deemed necessary by the Declarants or the the Association. It is hereby known that Owners of Tracts in the Shooting Star Hills development are required to also belong to the South Hills Park Home Owners

Association for purposes of weed management in public road easements, regular road or storm drainage system repair and maintenance, and snow removal for public roadways internal to Shooting Star Hills, Evergreen Acres and South Hills Park developments. Owners will have one voting right per Tract with the South Hills Park Home Owners Association for any vote regarding said maintenance and repair. The Assessment may be in the form of Association Annual Dues.

**2. Amount of Annual Assessments.**

The Officers will prepare a proposed annual budget setting forth the expected charges and expenses for the upcoming year. The budget will be presented to the Association members for discussion and ratification by majority vote at the annual meeting of the Association. The Association will fix the amount of the assessment against each Tract for the annual assessment and any special assessments at least thirty days in advance of the first date payable. The annual payment will be due on January 1, of each year both to Shooting Star Hill and South Hills Park Home Owners Association. Written notice of the assessment will be sent to every Owner subject thereto.

**3. Notice and Quorum for any Actions Authorized Under Section 2 Above.**

Written notice of any meeting called for the purpose of taking any action authorized under Section 2 will be sent to all members of the Association. This notice will be sent no less than thirty or no more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (51%) of all the votes will constitute a quorum. If the required quorum is not present either in person or by proxy, another meeting may be called subject to the same notice requirements. Such a subsequent meeting will be held within sixty days after the preceding meeting.

**4. Effect of Nonpayment of Assessment.**

If the assessments are not paid by midnight of the date due, such assessments will become delinquent, and will, together with interest thereon, become a continuing lien on the Tract, which will run with the land. The assessment will bear interest from the due date at the maximum annual percentage rate permitted by law, but not in excess of Twelve Percent (12%) per annum as well as any other costs associated with collection of the assessment. The Association may record a Notice of Delinquency with the Clerk and Recorder of Lewis and Clack County at any time after such assessment or assessments become delinquent, and said Notice of Delinquency will constitute public notice that said Tract is encumbered with a lien. At such time as the delinquency is corrected, the Association will file the appropriate document to release the lien. The Owner of the Tract will further reimburse the Association for costs, including reasonable attorney's fees for preparing and releasing said Notice of Delinquency. Said delinquency will not be cured until the Owner of the Tracts pays for said costs as well as the amount of the delinquent assessment, including interest and attorney's fees. The obligation of the Owner to pay any assessment or interest will not be affected by any conveyance or transfer of title to said Tract. The Association may bring an action at law against the Owner obligated to pay the same, and/or foreclose the lien against the property. There will be added to the amount of such assessment the costs of collecting the same or foreclosing lien thereof including reasonable attorney's fee. If a Tract is sold, said obligation will be paid from seller's proceeds at the time of sale.

**ARTICLE IV: EASEMENTS**

Utility Easements are reserved for the installation, maintenance, and repair of electric lines, natural gas lines, communication cable lines and wastewater treatment systems serving the lots, if approved by the County Sanitarian in said location. All utilities will be underground. No buildings will be allowed to be constructed in easements or under existing overhead power lines.

Any and all surface disturbance to the land resulting from the installation, maintenance, or repair of any such lines or utilities will be timely and the land will be restored to the natural appearing condition. All public road easements will serve as utility easements.

## ARTICLE V: PROTECTIVE COVENANTS

### 1. Land Use.

There will be no more than one single-family private residence constructed on each residential Tract unless specified by Declarant, and that dwelling will be used for residential purposes only. Each residence must include one (1), single, double or triple bay garage, either attached or unattached. Each Tract may have one out-building or guest house in addition to the residence and garage, as allowed by local zoning. All garages and outbuildings will be of similar materials and design as the dwellings and upon permanent foundations. No homes garages, shops or outbuildings will be constructed with a metal exterior, except for the use of metal siding as a component of an architectural feature of the exterior. No residential Tracts will be used for manufacturing or commercial enterprise, no store, business, boarding house or lodging house, manufacturing plant, industrial enterprise, commercial dog kennels and/or commercial dog breeding operations, mining of any type, or any other enterprise of any kind will be carried on, upon, in front of, or in connection with any residential Tract.

Notwithstanding the foregoing, no restrictions contained herein will be construed in such a manner so as to prohibit any Owner from:

- a. Working from home and keeping personal business records or accounts in the residence
- b. Conducting any other activities on the Owner's Tract otherwise compatible with residential use and provision of this Declaration that are permitted under applicable zoning laws or regulations without the necessity of first obtaining a special use permit or specific governmental authorization. Such uses are expressly declared to be customarily incidental to the principal residential use and not in violation of any provision of this section.

### 2. Building Type.

- a. All dwellings and outbuildings will be of good quality, constructed on the site, affixed to the land on permanent foundations, and aesthetically compatible with other structures on the property, including roof pitch and overhang width. All structures will be constructed of new materials except that suitable used materials such as reclaimed bricks, beams and siding materials may be utilized with the approval of the ACC. No dwelling commonly known as "mobile homes" or "trailers", whether "single wide" or "double wide" or any other nature, and regardless of whether the same or on wheels or permanent foundations, shall be allowed. No dwelling known as "modular" "manufactured" or "factory fabricated" homes shall be allowed.
- b. Each single residence will not have less than a 1,000 total square feet footprint. Square footage of the building footprint will be measured on the outside perimeter of the foundation. Square footage will not include any porches, patios or garages. This does not include a detached guest house, which may have a smaller footprint.
- c. All outbuildings will be constructed of a similar design (including roof pitch and style) and material as the house and will be roofed, sided, and have all windows and doors installed within 6 months of the start of construction. The finished appearance will be of a quality equal to that of the residence.



d. All buildings must be completed within 18 months of the start of construction. All dwellings and outbuildings shall be completely finished on the exterior and interior before the dwelling is occupied as a residence. No structure of a temporary nature, and no trailers, mobile homes, set together or expanding trailer houses, basements, campers, pickup campers, tents, shacks, barns, garages or outbuildings shall be used upon the Tract at any time as a residence or for the purpose of human habitation or for camping, either temporarily or permanently.

e. Roofs must meet UL approved Class A fire rating.

(1) **Roof Design and Materials:** Roof design should recognize the impacts of cold weather and the potential for ice dams caused by melting and freezing of snow. Cold roof systems with appropriate insulation and adequate ventilation are strongly recommended. All roofs must be flame retardant as certified by a Class A roof covering rating or a Class A roof assembly. The design quality of the Shooting Star Hills area will be enhanced by carefully selected roof materials, such as heavy textured asphalt shingles (at least 35 year warranty), imitation slate, unglazed concrete roof tile and treated wood, or metal, thick butt shingles.

(2) **Chimneys, Flues, and Vents:** Chimneys and flues will be located to avoid downdraft with resulting smoke and fumes at ground level. They should also be located as high as possible on the upwind side of the structure to disburse smoke adequately. All flues will be enclosed with a chimney cap and fitted with a spark arrestor.

f. **Exterior walls:** In keeping with the natural environment, building exteriors should harmonize through use of natural materials and accent colors. No asphalt, aluminum vinyl, or plastic siding will be used in the construction of any building or outbuilding.

### 3. Building Location.

No buildings will be constructed closer than **twenty (20)** feet from the front property line or edge of public road easement and **fifteen (15)** feet from the side and rear property lines. Buildings must be located a minimum of 10 feet from wastewater treatment system drainfields. (For purposes of this provision, eaves and steps will not be considered a part of the building.) Under no circumstance will any building be allowed within utility or access easements show on the surveys. At the boundary with Tract B-3, Tract B-4 shall have a 25-foot building setback for a distance of 100 feet from the road easement.

### 4. Maintenance and Improvements.

Owners will maintain the building or buildings on each Tract owned. All driveways will be kept in good condition. The cost and installation of driveway culverts shall be the responsibility of each individual Tract Owner. Minimum culvert size shall be 15 inches in diameter. Prior to commencing construction or installation of any improvement within the properties, other than the initial construction of a residence by the Declarant or its successors, the Owner planning such improvement must submit a written request to the ACC for approval. The Owner's request will include structural plans, specifications, and landscape plans conforming to the requirements herein. Conformance with local zoning is the sole responsibility of each Tract Owner. As used herein, the term "Improvement" will include, but not be limited to, the construction, installation, alteration, or remodeling of buildings, walls, fences, landscaping, swimming pools, spas, or any structure of any kind. Approval or disapproval of the Owner's requested improvements will be based on a finding by the ACC that the proposed improvement:



a. conforms with the Covenants

b. will be in harmony with external design of other structures and/or landscaping

c. will not unreasonably interfere with the enjoyment of any other Owner of his or her property, including, without limitation, the rights of other Owners to enjoy scenic and solar access free of unreasonable obstruction.

**5. Subdivision or Resale.**

Any Tract purchased from the Declarant can be resold without restriction, with the exception of these covenants and any bylaws that may be amended from time to time by the Association. Further division of Tracts B-1, B-2, B-4 and B-5-1-A is not allowed. Tract B-3 may be divided into two parcels if allowed by Local and State Regulations. Minor boundary relocations, which do not significantly change the lot sizes and are agreeable to adjacent Tract Owners are permitted providing they are in compliance with zoning regulations.

**6. Landscaping.**

Landscaping shall be in keeping with the natural environment. Tract Owners will employ best management practices to eradicate weeds on their property. Tract Owners will remove dead trees from their Tract within one year.

**7. Motor Vehicles.**

No trucks, other than passenger, pickup, or utility trucks with a capacity of one ton or less, will be parked, stored, or in any manner kept or placed on the property or on any parcel, Tract, or road within the above described property. Campers, trailers, motor homes, boats, and other recreational equipment and the like may not be parked within the setbacks, easements or along the roads. This restriction will not, however, be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing services to any portion of the property. No motor vehicle that cannot be moved under its own power may be left on said property or any Tract, other than in a garage, for more than 72 hours, or left on any road within said property. Scrap or junk vehicles, or any parts thereof, will not be placed or stored on said property or on any Tract.

**8. Recreational Vehicle Use.**

Recreational vehicles, including motorcycles, snowmobiles, all-terrain vehicles, go-carts, or any other type of recreational vehicles, will be operated or used on only established roads and driveways to exit and enter the property. These restrictions are imposed to minimize erosion and noxious weeds as required by Jefferson County. The recreational vehicles cannot be used on any Tract except for maintenance purposes such as snow removal.

**9. Road Maintenance and Street Signs.**

Road, roadway storm drainage and street signs within the South Hills Park, Evergreen Acres and Shooting Star Hills developments will be administered and provided by the South Hills Home Owners Association. Tract Owners will be responsible for repairs required to the subdivision roads caused by excessive run off, mud, or any other damage caused to the road as a result of driveways being constructed without proper precautions to prevent such damage. Tract Owners will be responsible for repairs required to the subdivision roads caused by activity associated with the development of their Tract.

**10. Access and Roadways.**



Except for Declarants, no other Owner will use any part of any Tract to provide access to adjacent land. No roadway will be used or constructed on any Tract for any purpose except one or two driveways for access to the dwelling facilities. Entrance drives to building sites will access roads in the subdivision at right angles where possible and will have a 12' minimum traffic lane with a minimum 13'6" height clearance.

**11. Signs and Billboards.**

No signs, billboards, posters, or advertising displays or devices of any kind or character will be displayed on any of said residential Tracts except subdivision promotional signs, house numbers to identify the residence, or real estate signs for the purpose of indicating a property for sale. Political campaign signs must meet county regulation for political activity and signs. Each Tract Owner is required to install and maintain an entry address plaque in a suitable location, in a manner and style determined by the Architectural Committee, when the personal residence is constructed.

**12. TV Antennas/Satellite Dishes.**

Television antennas, satellite dishes, and the like may be constructed or installed but must be adequately screened so that they are out of direct sight of adjacent Tracts when possible.

**13. Garbage and Fires.**

No portion of the property, nor any Tract, will be used or maintained as a dumping ground, nor will any rubbish, trash, garbage or other waste be allowed to accumulate except in sanitary containers, which shall be adequately screened from adjacent properties. No such receptacles will be placed close to the front property line of any parcel. On trash collection days, trash receptacles may be placed in a location convenient for collection. No trash or rubbish may be burned anywhere on the property. Any fires for burning brush or for recreational purposes must be in properly designated and constructed burn areas. All brush burning must be properly permitted by the applicable governing authority.

**14. Offensive Activity.**

No noxious or offensive activity will be carried on within the properties, nor will anything be done or placed within any Tract or the commonly maintained area that may be or become a nuisance, or cause an unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of the properties. Without limiting any of the foregoing, no Owner will permit noise, including but not limited to, barking dogs or excessive volume of stereo amplifiers to emanate from Owner's Tract, which would unreasonably disturb another Owners' quiet enjoyment of their Tracts or of the common area.

**15. Night Time Illumination.**

Any exterior lighting will be installed and maintained to be non-intrusive. Fixtures should shield the light so that it does not radiate beyond the immediate property.

**16. Animals and Livestock.**

Poultry is allowed on residential Tracts as long as it is kept in accordance with Helena City Code 5-3-5. In addition to the city restrictions, only 5 hens are permitted on each Tract. Roosters are not permitted. No horse, cow, mule, donkey, bison, llama, hog, goat, sheep or similar animal will be permitted on any Tract. However, Owners may keep the usual house pets, not to exceed three dogs and three cats, which must be kept without any continuous or audible disturbance or nuisance to other persons residing in the area. Pets may not be kept or bred for commercial purposes. All pets must be kept under control and on Owner's property and not allowed to wander on adjoining properties. Kennels and the like may be constructed or installed and must be



adequately screened so that they are out of sight of adjacent Tracts and common areas. Dogs must be kept on a leash when not on the Owner's property. Owners will pick up after their pets.

**17. Wildlife.**

In order to maintain the natural environment and semi-rural atmosphere of the area, wildlife habitat shall be respected. Due to the occasional presence of bear, skunk, porcupine, fox and rodents, all garbage must be kept inside a building until the day of garbage collection. Hunting with any weapon, is not allowed.

**18. Fences.**

All fences must be well built of good materials and well kept up so as not to adversely affect the aesthetic value of any adjoining property. No barbed wire fences are allowed. Fences are structures and are specifically included under the provisions of the Shooting Star Hills Covenants. The Owner will maintain fences on his/her building site. If the Owner fails or refuses to comply with the provisions of this section, the Home Owners Association will have the right to hire a contractor to perform such work as may be necessary to fulfill these requirements. The cost to the Owner is a special individual assessment.

**19. Mailboxes.**

Mailboxes will be clustered within the roadway easement along Crossfire Drive with the coordination of the US Postal Service rural route supervisor. The Association will maintain the mailbox cluster with Association dues.

**20. Control of Noxious Weeds.**

The properties are subject to compliance with Title 7, Chapter 22, Part 21, MCA and Jefferson County regulations with regard to propagation of noxious weeds. All Tract Owners will employ best management practices to eradicate weeds on their property, including seeding disturbed areas to promote growth of natural grasses.

**21. Sanitary Restrictions.**

Owners of Tracts shall comply with all State and Local laws relating to water supply, sanitation, sewage treatment and disposal and air pollution. Changes to approved well and drainfield locations or changes to the approved wastewater treatment design must be approved by the Jefferson County Sanitarian.

**ARTICLE VI: ENFORCEMENT**

**1. Enforcement by Declarant or any Owner.**

Enforcement of this Declaration will be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both, and against the land to enforce any lien created by these covenants. Failure by the Association or any Owner to enforce any covenant or restriction herein will in no event be deemed a waiver of the right to do so thereafter.

**2. Costs of Enforcement.**

Should any lawsuit or other legal proceeding be instituted against an Owner who is alleged to have violated one or more of the provisions of this Declaration, the party that loses will pay the attorney's fees for both the Plaintiff and the Defendant.



**3. Severability.**

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

**ARTICLE VII: DURATION AND AMENDMENT**


The provision of this Declaration will be binding for a term of twenty (20) years from the date of this Declaration and will be automatically renewed for successive periods of ten (10) years unless instruments signed by the Owners of eighty percent (80%) of the Tracts have been recorded. This Declaration may be amended by vote of two thirds of the Owners. The exclusions of the Declarants set forth in these covenants cannot be changed or modified. The Declarants may, prior to the creation of the Home Owners Association change, modify or adjust these covenants for further clarification or understanding for safety, and/or to improve the value of the overall Tracts.

  
Signature Randi Rognlie, Owner/Declarant

STATE OF MONTANA  
COUNTY OF Blaine & Clark

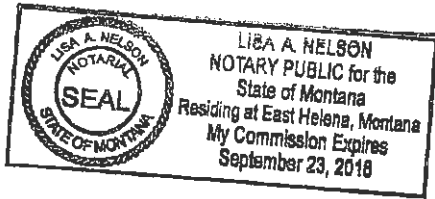
This Instrument was signed before me on August 17, 2015

By Randi Rognlie  
Print name of signer(s)

  
Notary Signature  
[Montana notaries must complete the following if not part of stamp.]

Printed Name \_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_ 20 \_\_\_\_\_

Affix seal/stamp as close to signature as possible





256329 Fee \$77.00 Page 11 of 11  
JEFFERSON COUNTY  
Recorded 8/20/2015 At 11:00 AM  
BONNIE RAMEY, Clerk and Recorder

Norman Rognlie

Signature Norman Rognlie, Owner/Declarant

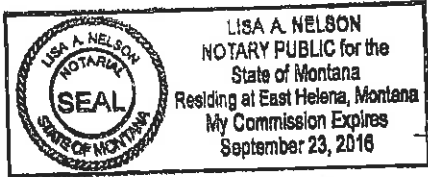
STATE OF MONTANA  
COUNTY OF Lewis & Clark

This Instrument was signed before me on August 17, 2015

By Norman Rognlie  
Print name of signer(s)

[Signature]  
Notary Signature

[Montana notaries must complete the following if not part of stamp.]



Printed Name

Notary Public for the State of

Residing at

My Commission expires: 20

Affix seal/stamp as close to signature as possible

Carol White

Signature Carol White, Owner/Declarant

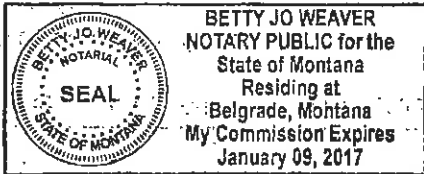
STATE OF MONTANA  
COUNTY OF Gallatin

This Instrument was signed before me on August 10, 2015

By Carol White  
Print name of signer(s)

Betty Jo Weaver  
Notary Signature

[Montana notaries must complete the following if not part of stamp.]



Printed Name

Notary Public for the State of

Residing at

My Commission expires: 20

Affix seal/stamp as close to signature as possible

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
CROSSFIRE ESTATES

I. DECLARATION. This Declaration made on the date hereinafter set forth, by The Diehl Company, a Montana corporation, hereinafter referred to as Declarant.

W I T N E S S E T H:

THAT WHEREAS, Declarant is the owner of certain real property in Jefferson County, Montana, the legal description of which is attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, Declarant has owned this land for a number of years and has caused a plan to be drawn for its use over the long run known as the Crossfire Master Plan; and

WHEREAS, the land in question will and should most certainly develop to its full, desirable density and potential because of its proximity to the City of Helena, Montana; and

WHEREAS, Declarant declares its desire for this land to increase in its value to its owners and to the community in general;

NOW, THEREFORE, Declarant hereby declares that all of the properties described herein shall be subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting and enhancing the value, usefulness and desirability of the real property described in Exhibit "A".

II. STATEMENT OF PURPOSE AND APPLICATION. The purpose of the following covenants and provisions is to insure that the land subject to these covenants and conditions increases in its desirability, usefulness and value to its owners and to the community in general, and that its use and development be accomplished in a systematic way with respect to: reasonable access by way of roads and streets; and storm water drainage and retention; easements and refuse disposal. It is the intention and purpose of these covenants and conditions that the

subdivision and resubdivision of the subject land shall not impede the operation of the road system, drainage system, and the placement and maintenance of necessary utilities, and that such subdivision and resubdivision shall not impede these services to the land even if the land were developed to maximum ultimate density. It is the purpose of this Declaration to provide a systematic procedure for the subsequent sale and subdivision of the land described herein to insure efficient and desirable ultimate use of the land over the long term. These covenants and provisions shall apply to the described real property as set forth on Exhibit "A".

III. DEFINITIONS.

1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

2. "Property" shall mean and refer to that certain real property herein described in Exhibit "A".

3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the property.

4. "Declarant" shall mean and refer to The Diehl Company, a Montana corporation, its successors and assigns to the property.

5. "Association" shall mean and refer to the non-profit corporation formed to provide for the orderly control of roads and easements, if any, of the property described herein. The Association is composed of the Declarant and those owners of record, and their successors and assigns, who purchase a tract or tracts of land within the described land subject to these covenants.

6. "Resubdivision" or "resale" refers exclusively to an owner subsequent to Declarant and its heirs.

IV. COVENANTS TO RUN WITH THE LAND. The covenants within this document shall run with the land and shall, as to each owner and to the heirs, personal representatives, successors or assigns

of each owner, operate as covenants running with the land. The covenants shall be enforceable by the Association or by any owner of the land, or any part thereof, or by any person purchasing any of said land, and by the heirs, personal representatives, successors and assigns of the Association or of such owners or purchasers, or by the governing body of Jefferson County.

V. PROPERTY RIGHTS. 1. Every owner shall have a right and easement of enjoyment in and to the roads within the property which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the construction, reconstruction, operation and maintenance of the roads within the property.

(b) The right of the Association to suspend the voting rights of an owner for a period during which any assessment, charge or fee against his lot remains unpaid.

(c) The right of the Association to dedicate or transfer all or any part of said roads to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless agreed to by a majority of the voting members of the Association.

2. All roads and streets shall serve as utility easements. Upon all lot lines is reserved a twenty foot (20') construction easement and a ten foot (10') maintenance easement. Transmission lines may be above ground with the approval of the Association, but all service lines shall be underground.

VI. RESUBDIVISION OR RE SALE. Any tract purchased from Declarant, regardless of size and regardless of the form or manner of ownership, shall be planned and a preliminary plat prepared before resale or resubdivision.

Any owner who purchases a tract from Declarant and later sells the same tract of land in its entirety with no changes of any kind whatsoever in configuration and restrictions and reservations, shall not be required to prepare a preliminary

plat.

In any event, the second sale after the original purchase from Declarant will be subject to the preliminary plat requirement.

No method of development by any owner may be used to circumvent the intent and purpose of this resubdivision or resale provision. Development using the Unit Ownership Act is considered as resubdivision or resale and any owner using this method of development must submit a plat for approval.

The preliminary plat shall show the following:

1. The lot and block configuration with approximate dimensions.

2. Additional roads and streets servicing each lot along with the approximate grades of said roads and streets which demonstrate accessibility.

3. Road and street configuration shall match up with other local streets and arterials in adjacent parcels of land in the area.

4. The preliminary plat shall provide easements for drainage of surface water in existing water courses and shall provide for the location of retention ponds to prevent excess flow through said water courses onto adjacent property owner's land. Excess flow of water is that flow over and above the flow naturally occurring without development and construction on the land.

The conveyance instrument constituting resale and the preliminary plat shall provide that no land use shall impede the operation of the road system and/or drainage system, and the placement and maintenance of utilities. The road system and drainage system easements shall be surveyed and the legal description made of record so that said easements are permanent and the locations known by all purchasers and the public as a whole.

VII. PRELIMINARY PLAT PROCEDURES. The preliminary plat referred to in Article VI above shall be prepared and presented to the Association for review and approval. The Association

shall have sixty (60) days in which to approve the preliminary plat. Henceforth, any conveyance or reconveyance instrument must be subject to the approved preliminary plat which will be on file in the Association office. This provision is not intended to supercede any state and/or local subdivision laws or regulations.

VIII. ANNEXATION. Additional property may be annexed to the herein described property by or with the consent of the Declarant within three (3) years after this document is filed with the Clerk and Recorder. Thereafter, a two-thirds (2/3) vote of the members of the Association is required for annexation.

IX. ZONING AND PLANNING AUTHORITY. If at any time hereafter any Jefferson County or State of Montana governmental agency, authority, commission, district or other body is lawfully established, which body is empowered to require and compel, administratively or otherwise, any zoning or planning enactments, promulgations, rules and regulations, such body, if in its sole discretion and exercise of discretion so decides, may by proper action undertake the covenants herein as enactments, promulgations, rules and regulations, and enforce the same. Neither said undertaking by the body, nor the provisions hereof, shall, however, prevent the private enforcement of these covenants in any manner permitted by the laws of the State of Montana from time to time in force and effect.

X. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot, which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

2. Voting Rights. The Association shall have only one (1) class of voting membership. The members shall be all owners of lots and shall be entitled to one (1) vote for each lot owned. When more than one (1) person owns any lot, all such persons shall be members. The vote for such lot shall be exercised as

they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

XI. ASSESSMENTS. 1. The Declarant, for each lot owned by it or within the property, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agree to pay to the Association special easements for construction, reconstruction, operation and maintenance of roads within the property.

2. The assessments levied by the Association shall be used exclusively to provide for the construction, reconstruction, operation and maintenance within the property, both for the present and the future, and to maintain said roads in a safe condition.

3. The Association may levy in any calendar year, an assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, operation and maintenance of the roads within the property, provided that any such assessments shall have the assent of sixty percent (60%) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

4. Written notice of any meeting called for the purpose of taking any action authorized by Article XI, paragraph 1, shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5. Assessments must be fixed at a uniform rate and may be collected on a bi-monthly, quarterly or annual basis.

6. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of

twelve percent (12%) per annum, plus a reasonable attorney's fee may be assessed should an attorney be retained for the collection of said assessment. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the roads or abandonment of his lot.

7. The assessments, together with such interest thereon, and costs of collection thereof as herein provided, shall be a charge on the property and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as herein provided, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due.

8. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereon. The liens herein created shall be deemed to be mechanic's or materialmen's liens as the same are defined by the laws of the State of Montana, and shall be impressed and enforced in accordance with the applicable state law concerning the same and any person buying any property herein thereby waives any right to contest the same if said lien is impressed or enforced according to the provisions of these covenants.

XII. CONDITIONS AND RESTRICTIONS.

1. No structure of a temporary character, including but not limited to trailers, mobile homes, set together or expanding trailer houses or basements, tents, shacks, barns or outbuildings shall be constructed, placed or used on said real property or on

any tract, lot or portion thereof, at anytime as a residence. No old buildings, houses, outbuildings or structures of any type may be moved onto the said real property or any single tract, lot or portion thereof without the prior written consent of the Association of said real property and all tracts, lots or portions thereof. No shiny metal roofs or shiny metal siding, and no asphalt siding, shall be allowed on any building or structure constructed upon the said real property or any single tract, lot or portion thereof. Any construction begun on any dwelling house, outbuilding or structure shall be completed within twenty-four (24) months from the start of construction.

2. No dwelling house or residential structure may be occupied until a sewer system or sewage disposal system for the same is completed, approved by governmental authorities as required by law, and ready for service. No owner or occupant of the said real property or any single tract, lot or portion thereof, shall construct any septic sewer system or sewage disposal system, or drill any water well, without complying with all applicable laws and regulations of state and local health authorities pertaining to the installation of or maintenance of such systems and wells.

3. No manufacturing, commercial or industrial enterprise, nor mining of any type, shall be carried on, upon, in front of, or in connection with the said real property or any tract, lot or portion thereof; provided, however, that any owner or occupant of said real property or any tract, lot or portion thereof, may carry on in his home a home occupation, cottage industry, or professional or quasi-professional occupation, which does not disrupt the tenor of the said real property as quiet residential property.

4. Horses, cows, domestic poultry; and dogs, cats and other household pets may be kept and/or maintained on the said real property and any tract, lot or portion thereof for personal use, but the carrying capacity as determined by a Range Management Specialist must be adhered to. No owner or occupant shall be permitted to raise or care for any animals or fowl solely for the

purpose of sale or any other commercial basis. All animals and fowl shall be kept under control at all times and confined to the property owned or occupied by the owners of said animals or fowl. Nor shall said owners allow any animals or fowl to become a hazard or a nuisance to other persons or wildlife residing in the area. Lots 15, 16, 17 and 18, by virtue of their size, are excluded from the commercial restrictions of this paragraph. However, all other conditions apply.

5. Scrap, junk cars and the like shall not be placed on the real property or any portion thereof. No motor vehicle which cannot be moved under its own power may be left on said real property or any portion thereof for more than four (4) weeks, or left on or along the main roads bordering said real property and on every tract, lot or portion thereof for more than forty-eight (48) hours for all automobiles, trucks and trailers belonging to or kept by any owner or occupant thereof.

6. Timber or trees may be cut or removed only when such trees endanger a structure or the lives of people, when necessary to control infestations or diseases of the trees, when thinning thereof is consistent with good silvicultural practices as determined by the State Forester, or when necessary to provide sufficient space for the construction or installation of dwelling houses, residences, roadways, or public utilities.

7. These covenants shall be for the benefit of all persons owning the said real property and any tract, lot or portion thereof, and the Declarant and every person hereafter having any right, title or interest in or to said real property or any portion thereof shall have the right to prevent or enjoin any violation of any covenant, restriction, condition or provision contained herein. Such enforcement shall be by proceedings at law or in equity against any such person or persons violating or attempting to violate any covenant, restriction, condition or provision contained herein, either to restrain violation, recover damages, or both.

XIII. GENERAL PROVISIONS. 1. Notice. Any notice required

to be sent to any member or owner under the provisions of this declaration shall be deemed to have been properly sent when mailed by certified or registered mail, postage prepaid to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both, and against the land to enforce any lien created by these covenants; and, failure by the Association or 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.

3. Change and Amendment. The covenants and restrictions of this Declaration shall run and bind the land from the date this Declaration is recorded. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the voting lot owners. Any amendment must be duly recorded.

4. Duration of Declaration. This Declaration shall run for a period of twenty (20) years and shall be automatically extended for periods of ten (10) years.

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

6. Attorney's Fee. In any action brought by the Association to enforce the provisions hereof, whether legal or equitable, the Association shall be entitled to a reasonable attorney's fee fixed by the court if it is the prevailing party to the action.



EXHIBIT "A"

JEFFERSON COUNTY

CROSSFIRE ESTATES

SECTION 3, TOWNSHIP 9 NORTH, RANGE 3 WEST:

SW $\frac{1}{2}$ SW $\frac{1}{2}$ NW $\frac{1}{2}$ ;  
N $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$ ;  
SE $\frac{1}{2}$ SW $\frac{1}{2}$ SW $\frac{1}{2}$ ;

SECTION 4, TOWNSHIP 9 NORTH, RANGE 3 WEST:

S $\frac{1}{2}$  except N $\frac{1}{2}$ NE $\frac{1}{2}$ SE $\frac{1}{2}$ , SE $\frac{1}{2}$ NE $\frac{1}{2}$ SE $\frac{1}{2}$ , N $\frac{1}{2}$ NW $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$ , NE $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$ .  
SE $\frac{1}{2}$ NW $\frac{1}{2}$ , including, but not limited to Lot 14, part of Mineral Survey 4920 and Mineral Survey 5493.  
SW $\frac{1}{2}$ NW $\frac{1}{2}$ , including, but not limited to Lot 13, Mineral Survey 5493 and Mineral Survey 2300.

SECTION 5, TOWNSHIP 9 NORTH, RANGE 3 WEST:

SE $\frac{1}{2}$ , including but not limited to MS 3775;  
SE $\frac{1}{2}$ NE $\frac{1}{2}$ , including but not limited to Lot 5 and Mineral Survey 3878;  
SW $\frac{1}{2}$ NE $\frac{1}{2}$ , including but not limited to Lot 6 and Mineral Survey 3872;  
SE $\frac{1}{2}$ NW $\frac{1}{2}$ , including but not limited to Mineral Survey 3775;  
NE $\frac{1}{2}$ SW $\frac{1}{2}$ , including but not limited to Mineral Survey 3775;  
SE $\frac{1}{2}$ SW $\frac{1}{2}$ .

SECTION 9, TOWNSHIP 9 NORTH, RANGE 3 WEST:

Lot 2;  
That part of Mineral Survey 33 lying in NE $\frac{1}{2}$ ;  
NE $\frac{1}{2}$ SW $\frac{1}{2}$ , Lot 3, except portion of MS 5705;  
E $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$ ;  
SE $\frac{1}{2}$ NW $\frac{1}{2}$ , including but not limited to Lot 4;  
NE $\frac{1}{2}$ NW $\frac{1}{2}$ , including but not limited to Lot 3;  
E $\frac{1}{2}$ SW $\frac{1}{2}$ NW $\frac{1}{2}$ ;  
E $\frac{1}{2}$ NW $\frac{1}{2}$ NW $\frac{1}{2}$ ;  
NW $\frac{1}{2}$ NW $\frac{1}{2}$ NW $\frac{1}{2}$ .

130234

Recorder's Office State of Montana ss.  
County of Jefferson  
I hereby certify that the within instrument  
was filed for record this 29 day of Aug  
A. D. 1984 at 8:35 o'clock A. M., and  
recorded in book 28 of Misc. on page 859-870  
James P. McFarland County Recorder  
3000 Indexed 00 Deputy



284134 Fee \$26.00 Page 1 of 1

JEFFERSON COUNTY

Recorded 10/17/2022 At 1:00 PM

Ginger Kunz, Clerk and Recorder

*[Signature]* - Deputy

**CERTIFICATE OF SURVEY**

**COS # 284134 FOLIO 1127-A**

**PURPOSE: BOUNDARY LINE RELOCATION**

**COMMISSIONED BY: RICHARD E. DOSIER AND  
MARGARET JUNE DOSIER**

**TRACTS LOCATED IN THE NORTHEAST ¼ OF  
SECTION 4, TOWNSHIP 9 NORTH, RANGE 3  
WEST**

**LOT B1-A = 3.10 ACRES**

**LOT B2-A = 3.11 ACRES**

**DOC. # 284135 - EXHIBITS OF COS/PLATS, BOUNDARY  
RELOCATION AFFIDAVIT**

**DOC. # 284136 - DEEDS, DOSIER TO DOSIER**

**PREPARED: 09/12/2022**

**RECORDED: 10/17/2022 AT 1:00 P.M. FEE \$26.00**

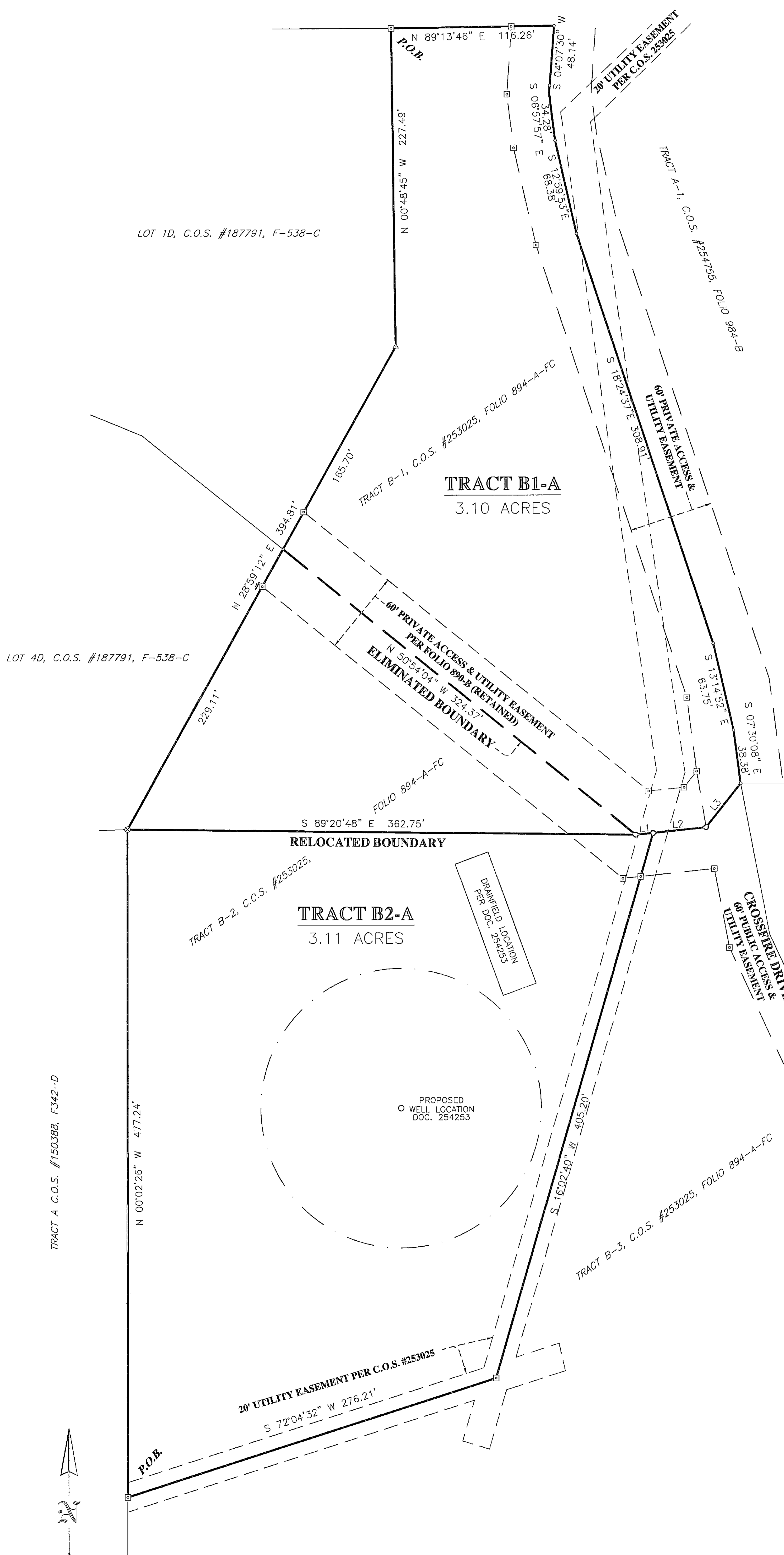
INDEXED STR BOOK *[Signature]*

INDEXED SUBDIV./COS BOOK *[Signature]*

COS/PLAT IMAGE IN DOCUPRO *[Signature]*

# CERTIFICATE OF SURVEY

**PURPOSE:** BOUNDARY RELOCATION BETWEEN TRACTS B-1 & B-2 OF CERTIFICATE OF SURVEY NO. 253025, FOLIO 894-A-FC, JEFFERSON COUNTY, MONTANA.  
**COMMISSIONED BY:** RICHARD & MARGARET DOSIER



**LEGAL DESCRIPTION: TRACT B1-A**

TRACT OF LAND LOCATED IN THE NE1/4 OF SECTION 4, TOWNSHIP 9 NORTH, RANGE 3 WEST, P.M. MONTANA, JEFFERSON COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF TRACT B OF C.O.S. NO. 252136, FOLIO 890-B; THENCE ALONG THE WESTERLY BOUNDARY OF TRACT A-1 OF C.O.S. NUMBER 254755, FOLIO 984-B, THE FOLLOWING SIX (6) COURSES:  
 (1) THENCE S 04°07'30"W, 48.14 FEET; (2) THENCE S 06°57'57"E, 34.28 FEET;  
 (3) THENCE S 12°59'53"E, 68.38 FEET; (4) THENCE S 18°24'37"E, 308.91 FEET;  
 (5) THENCE S 13°14'52"E, 63.75 FEET; (6) THENCE S 07°30'08"E, 38.38 FEET;  
 THENCE S 38°16'15"W, 39.88 FEET; THENCE S 83°56'30"W, 50.46 FEET;  
 THENCE N 89°20'48"W, 394.81 FEET ALONG THE EAST LINE OF LOT 4D OF C.O.S. NO. 187791, FOLIO 538C;  
 THENCE N 00°48'45"W, 227.49 FEET ALONG THE EAST LINE OF LOT 1D C.O.S. NO. 187791, FOLIO 538C TO THE POINT OF BEGINNING. THE TRACT OF LAND CONTAINS 3.10 ACRES MORE OR LESS AND IS SUBJECT TO ALL EXISTING EASEMENTS, EASEMENTS SHOWN ON CERTIFICATE OF SURVEY AND DOCUMENTS OF RECORD.

**LEGAL DESCRIPTION: TRACT B2-A**

TRACT OF LAND LOCATED IN THE NE1/4 OF SECTION 4, TOWNSHIP 9 NORTH, RANGE 3 WEST, P.M. MONTANA, JEFFERSON COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF TRACT B-1 OF C.O.S. NO. 253025, FOLIO 894-A-FC; THENCE N 00°02'27"W, 477.24 FEET ALONG EAST LINE C.O.S. NUMBER 150388-FOLIO 342D; THENCE S 89°20'30"E, 362.75 FEET; THENCE N 83°56'30"E, 12.48 FEET; THENCE S 16°02'40"W, 405.20 FEET ALONG THE EASTERLY BOUNDARY OF SAID TRACT B-2; THENCE S 72°04'32"W, 276.21 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT B-2 TO THE POINT OF BEGINNING. THE TRACT OF LAND CONTAINS 3.11 ACRES MORE OR LESS AND IS SUBJECT TO ALL EXISTING EASEMENTS, EASEMENTS SHOWN ON CERTIFICATE OF SURVEY AND DOCUMENTS OF RECORD.

**CERTIFICATE OF SUBDIVISION EXEMPTION: TRACTS B1-A & B2-A**

I/WE, THE UNDERSIGNED, HEREBY CERTIFY THAT THE DIVISION OF LAND SHOWN ON THIS CERTIFICATE OF SURVEY IS EXEMPT FROM REVIEW AS A SUBDIVISION IN ACCORDANCE WITH THE PROVISIONS OF SECTION 76-3-207(1)(a) OF MCA, BECAUSE THIS IS A DIVISION MADE OUTSIDE OF PLATTED SUBDIVISIONS FOR THE PURPOSE OF RELOCATING COMMON BOUNDARY LINES BETWEEN ADJOINING PROPERTIES.

**CERTIFICATE OF DEQ EXCLUSION:**

I/WE, THE UNDERSIGNED, HEREBY CERTIFY THAT TRACT B1-A AND TRACT B2-A AS SHOWN ON THIS CERTIFICATE OF SURVEY IS EXEMPT FROM DEQ REVIEW IN ACCORDANCE WITH ARM SECTION 17.36.605(2)(B) BECAUSE A PARCEL THAT HAS A PREVIOUS APPROVAL ISSUED UNDER TITLE 76, CHAPTER 4, PART 1, MCA, IF:  
 (i) NO FACILITIES OTHER THAN THOSE PREVIOUSLY APPROVED EXIST OR WILL BE CONSTRUCTED ON THE PARCEL; AND  
 (ii) THE DIVISION OF LAND WILL NOT CAUSE APPROVED FACILITIES TO DEVIATE FROM THE CONDITIONS OF APPROVAL, IN VIOLATION OF 76-4-130, MCA.

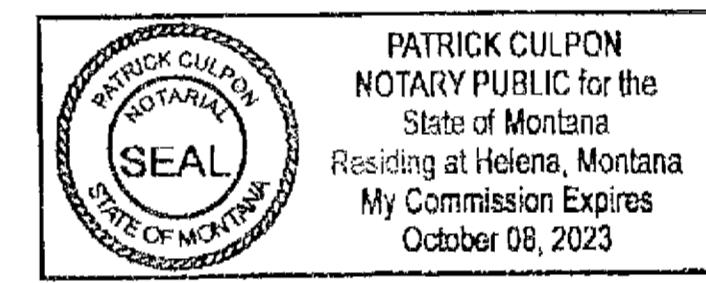
*Richard E. Dosier*  
 OWNER: RICHARD E. DOSIER  
 TRACT B-1 & TRACT B-2

*Margaret June Dosier*  
 OWNER: MARGARET JUNE DOSIER  
 TRACT B-1 & TRACT B-2

STATE OF MONTANA  
 COUNTY OF LEWIS & CLARK

THIS INSTRUMENT WAS SIGNED OR ACKNOWLEDGED BEFORE ME ON THIS 29<sup>TH</sup> DAY OF SEPTEMBER, 2022,  
 BY RICHARD E. DOSIER & MARGARET JUNE DOSIER

*Patrick Gulpun*  
 NOTARY SIGNATURE



**CERTIFICATE OF COUNTY TREASURER:**

I, HEREBY CERTIFY, PURSUANT TO SECTION 76-3-207(3) OF MCA, THAT ALL REAL PROPERTY TAXES AND SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE LAND DESCRIBED ON THIS PLAT AND ENCOMPASSED BY THE PROPOSED "CERTIFICATE OF SURVEY", HAVE BEEN PAID.

GEO CODE: 51-1785-04-1-01-18-0000, ASSESSMENT CODE: A7194  
 GEO CODE: 51-1785-04-1-01-20-0000, ASSESSMENT CODE: A7195

DATED THIS 14<sup>th</sup> DAY OF October, 2022  
 Taxes paid in full through 2021 tax year

*Umagie Trezza Deputy*  
 TREASURER, JEFFERSON COUNTY, MONTANA.

**CERTIFICATE OF FILING:**

FILED FOR RECORD THIS 17<sup>th</sup> DAY OF October, 2022, AT 1:00 p.m.

*Stephan Xung*  
 CLERK AND RECORDER, JEFFERSON COUNTY, MONTANA

**CERTIFICATE OF SURVEY NO. 284134**, Fee: \$2100

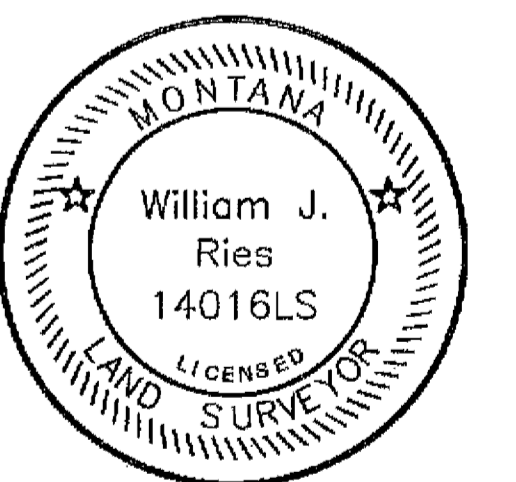
**FOLIO NO. 1127-A**

**CERTIFICATE OF EXAMINING LAND SURVEYOR:**

REVIEWED FOR ERRORS AND OMISSIONS IN CALCULATIONS AND DRAFTING 12<sup>th</sup> DAY OF October, 2022, PURSUANT TO SECTION 76-3-611(2)(a), MCA.

*Mark A. Ries*  
 EXAMINING LAND SURVEYOR  
 LICENSE NO. 8237 LS

**CERTIFICATE OF SURVEYOR**



*William J. Ries*  
 WILLIAM J. RIES (14016LS)  
 PROFESSIONAL LAND SURVEYOR  
 DATE: 9-13-2022

**NOTE:**

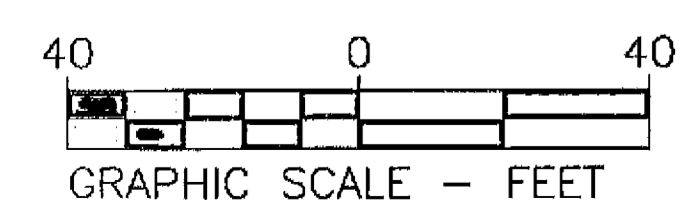
THE AREA THAT IS BEING REMOVED FROM ONE TRACT OF RECORD AND JOINED WITH ANOTHER TRACT OF RECORD IS NOT ITSELF A TRACT OF RECORD. SAID AREA SHALL NOT BE AVAILABLE AS A REFERENCE LEGAL DESCRIPTION IN ANY SUBSEQUENT REAL PROPERTY TRANSFER AFTER THE INITIAL TRANSFER ASSOCIATED WITH THE CERTIFICATE OF SURVEY ON WHICH SAID AREA IS DESCRIBED, UNLESS SAID AREA IS INCLUDED WITH OR EXCLUDED FROM ADJOINING TRACTS OF RECORD.

**LINE TABLE:**

L1	S 83°56'30" W	12.48'
L2	S 83°56'30" W	37.98'
L3	S 38°16'15" W	39.88'

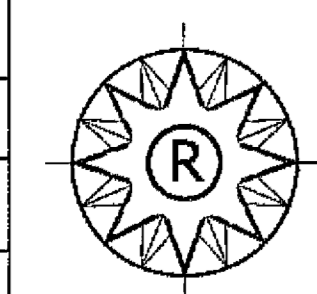
**LEGEND:**

- SET 5/8" REBAR WITH RED PLASTIC CAP (W.J. RIES 14016LS)
  - CALCULATED POINT (NOTHING SET/FOUND)
  - FOUND 5/8" REBAR WITH RED PLASTIC CAP (W.J. RIES 14016LS)
  - △ FOUND 5/8" REBAR
  - ▲ FOUND ORIGINAL STONE MOUND
- P.O.B. POINT OF BEGINNING



**BASIS OF BEARINGS:**

GPS CONTROL SURVEY, ROTATED TO GEODETIC NORTH.  
 C.O.S. #253025, FOLIO 894-A-FC



PREPARED BY:  
**RIES & ASSOCIATES PC.**  
 6850 GREEN MEADOW DR.  
 HELENA, MONTANA 59602

DATE: SEPTEMBER 12, 2022  
 JOB NO.: 22140  
 FIELD BY: WJR  
 DRAFTED BY: WJR, PAC

DOCUMENT NO.: 284134 Folio 1127-A

1/4	SEC.	T.	R.
4	9N	3W	

P.M. MONTANA  
 JEFFERSON COUNTY

# **COS 253025, FOLIO 894-A-FC**

## **RANDI J. ROGNLIE**

**PURPOSE: FAMILY TRANSFER -- ALSO CREATING 60' WIDE  
PUBLIC ACCESS AND UTILITY EASEMENT**

**T9N, R3W SECTION 4 (NE4)**

**TRACT B-1 = 2.26 AC – QCD 253030**

**TRACT B-2 = 3.95 AC – QCD 253031**

**TRACT B-3 = 5.45 AC – QCD 253028**

**TRACT B-4 = 2.62 AC – QCD 253029**

**TRACT B-5 = 13.72 AC**

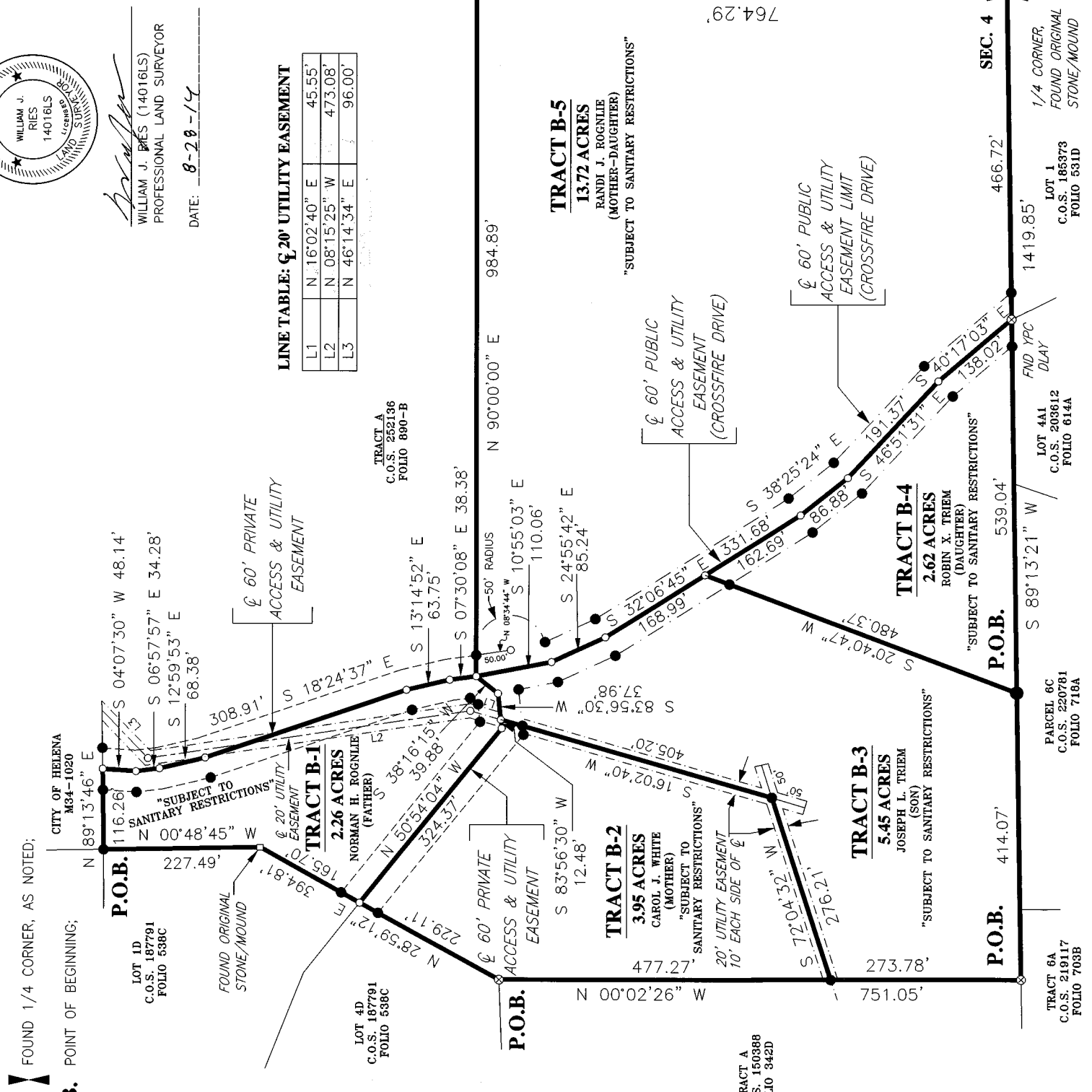
**8-28-2014 \$27.00**

**9-4-2014 10:30 AM**

# CERTIFICATE OF SURVEY

**PURPOSE:** FAMILY TRANSFER  
**FOR:** RANDI J. ROGNLIE

- LEGEND:**
- SET 5/8" REBAR RPC (W.J. RIES 14016LS);
  - ⊙ FOUND 5/8 REBAR;
  - CALCULATED POSITION
  - ▭ FOUND 1/4 CORNER, AS NOTED;
  - ▲ P.O.B. POINT OF BEGINNING;



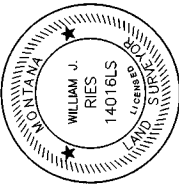
**LINE TABLE: 6' 20" UTILITY EASEMENT**

LINE	BEARING	DISTANCE	AREA
L1	N 16°02'40" E	45.55'	
L2	N 08°15'25" W	473.08'	
L3	N 46°14'34" E	96.00'	

**CERTIFICATE OF SURVEYOR**

WILLIAM J. RIES (14016LS)  
PROFESSIONAL LAND SURVEYOR

DATE: 8-28-14



**LEGAL DESCRIPTION: TRACT B-1 NORMAN H. ROGNLIE (FATHER) - QUD # 253630**  
TRACT OF LAND LOCATED IN THE NE1/4 OF SECTION 4, TOWNSHIP 9 NORTH, RANGE 3 WEST, P.M. MONTANA, JEFFERSON COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF TRACT B OF C.O.S. No. 252136, FOLIO 890-B;  
THENCE S 04°07'30"W, 116.26 FEET;  
THENCE S 06°57'57"E, 34.28 FEET;  
THENCE S 18°24'37"E, 308.91 FEET;  
THENCE S 07°30'08"E, 38.38 FEET;  
THENCE S 83°56'30"W, 37.98 FEET;  
THENCE S 38°16'15"W, 39.88 FEET;  
THENCE S 83°56'30"W, 324.37 FEET;  
THENCE N 28°59'12"E, 165.70 FEET ALONG THE EAST LINE OF LOT 4D OF C.O.S. No. 187791, FOLIO 538C;  
THENCE N 00°48'45"W, 227.49 FEET ALONG THE EAST LINE OF LOT 1D, C.O.S. No. 187791, FOLIO 538C TO THE POINT OF BEGINNING. THE TRACT OF LAND CONTAINS 2.26 ACRES MORE OR LESS AND IS SUBJECT TO ALL EXISTING EASEMENTS, EASEMENTS SHOWN ON PLAT AND DOCUMENTS OF RECORD.

**LEGAL DESCRIPTION: TRACT B-2 CAROL J. WHITE (MOTHER) - QUD # 253031**  
TRACT OF LAND LOCATED IN THE NE1/4 OF SECTION 4, TOWNSHIP 9 NORTH, RANGE 3 WEST, P.M. MONTANA, JEFFERSON COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF TRACT A OF C.O.S. No. 150388, FOLIO 342D;  
THENCE N 28°59'12"E, 229.11 FEET ALONG THE EAST LINE OF LOT 4D OF C.O.S. No. 187791, FOLIO 538C;  
THENCE S 50°54'04"E, 324.37 FEET;  
THENCE N 16°02'40"W, 405.20 FEET;  
THENCE N 00°02'26"W, 477.27 FEET ALONG EAST LINE C.O.S. NUMBERS 150388-FOLIO 342D TO THE POINT OF BEGINNING. THE TRACT OF LAND CONTAINS 3.95 ACRES MORE OR LESS AND IS SUBJECT TO ALL EXISTING EASEMENTS, EASEMENTS SHOWN ON PLAT AND DOCUMENTS OF RECORD.

**LEGAL DESCRIPTION: TRACT B-3 JOSEPH L. TRIEM (SON) - QUD # 253028**  
TRACT OF LAND LOCATED IN THE NE1/4 OF SECTION 4, TOWNSHIP 9 NORTH, RANGE 3 WEST, P.M. MONTANA, JEFFERSON COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF TRACT B OF C.O.S. No. 252136, FOLIO 890-B;  
THENCE N 00°02'26"W, 273.78 FEET ALONG THE EAST LINE OF TRACT A OF C.O.S. No. 150388, FOLIO 342D;  
THENCE N 72°04'32"E, 276.21 FEET;  
THENCE N 38°16'15"E, 39.88 FEET;  
THENCE S 24°55'42"E, 85.24 FEET;  
THENCE S 20°40'47"W, 480.37 FEET TO THE SOUTH LINE OF SAID TRACT B;  
THENCE S 32°06'45"E, 168.99 FEET;  
THENCE S 89°13'21"W, 414.07 FEET ALONG THE SOUTH LINE OF SAID TRACT B TO THE POINT OF BEGINNING. THE TRACT OF LAND CONTAINS 5.45 ACRES MORE OR LESS AND IS SUBJECT TO ALL EXISTING EASEMENTS, EASEMENTS SHOWN ON PLAT AND DOCUMENTS OF RECORD.

**LEGAL DESCRIPTION: TRACT B-4 ROBIN X. TRIEM (DAUGHTER) - QUD # 253029**  
TRACT OF LAND LOCATED IN THE NE1/4 OF SECTION 4, TOWNSHIP 9 NORTH, RANGE 3 WEST, P.M. MONTANA, JEFFERSON COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF TRACT B OF C.O.S. No. 252136, FOLIO 890-B;  
THENCE S 32°06'45"E, 162.69 FEET;  
THENCE S 46°51'31"E, 191.37 FEET;  
THENCE S 38°25'24"E, 86.88 FEET;  
THENCE S 40°17'03"E, 138.02 FEET TO THE SOUTH LINE OF SAID TRACT B;  
THENCE S 89°13'21"W, 539.04 FEET ALONG THE SOUTH LINE OF SAID TRACT B TO THE POINT OF BEGINNING. THE TRACT OF LAND CONTAINS 2.62 ACRES MORE OR LESS AND IS SUBJECT TO ALL EXISTING EASEMENTS, EASEMENTS SHOWN ON PLAT AND DOCUMENTS OF RECORD.

**LEGAL DESCRIPTION: TRACT B-5 RANDI J. ROGNLIE (MOTHER-DAUGHTER)**  
TRACT OF LAND LOCATED IN THE NE1/4 OF SECTION 4, TOWNSHIP 9 NORTH, RANGE 3 WEST, P.M. MONTANA, JEFFERSON COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST 1/4 CORNER OF SECTION 4;  
THENCE S 89°13'21"W, 466.72 FEET;  
THENCE N 46°51'31"W, 191.37 FEET;  
THENCE N 32°06'45"W, 331.68 FEET;  
THENCE N 10°55'03"W, 110.06 FEET;  
THENCE S 90°00'00"E, 984.89 FEET TO THE WEST LINE OF TRACT 1 OF C.O.S. 135963, FOLIO 279D;  
THENCE S 00°10'08"W, 764.29 FEET ALONG SAID LINE TO THE EAST 1/4 CORNER OF SECTION 4 TO THE POINT OF BEGINNING. THE TRACT OF LAND CONTAINS 13.72 ACRES MORE OR LESS AND IS SUBJECT TO ALL EXISTING EASEMENTS, EASEMENTS SHOWN ON PLAT AND DOCUMENTS OF RECORD.

**CERTIFICATE OF APPROVAL/ACKNOWLEDGMENT/ACCEPTANCE:**  
**SIXTY FOOT WIDE PUBLIC ACCESS AND UTILITY EASEMENT**  
I (WE), THE UNDERSIGNED, HEREBY CREATES THE 60 FOOT WIDE PRIVATE ACCESS AND UTILITY EASEMENT AS SHOWN AND DESCRIBED ON THIS CERTIFICATE OF SURVEY AND WITH THE FOLLOWING CONDITIONS:  
(A) EASEMENT TO PROVIDE INGRESS/EGRESS TO TRACTS "A", AND "B", EXCLUSIVELY;  
(B) MAINTENANCE/RESPONSIBILITY/LIABILITY OF ROAD IS THOSE LAND OWNER(S) USING SAID EASEMENT;  
(C) ANY TYPE OF ROADWAY CONSTRUCTION/SURFACE IS PERMITTED;  
(D) BARRROW DITCHES/CULVERTS/ETC. ARE PERMITTED FOR DRAINAGE;  
(E) EASEMENT MUST WORK IN HARMONY WITH ANY EXISTING EASEMENTS & DOCUMENTS OF RECORD;  
(F) EASEMENT TO RUN WITH THE LAND, HEIRS/SUCCESSORS/ASSIGNS.

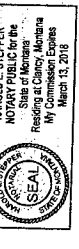
**CERTIFICATE OF D.E.Q. EXEMPTION: TRACTS B-1, B-2, B-3 B-4 AND B-5**  
WE, THE UNDERSIGNED, HEREBY CERTIFY THAT TRACT A IS EXEMPT FROM DEQ REVIEW IN ACCORD WITH ARM 17.36.605(2)(g), BECAUSE THESE ARE NEWLY CREATED PARCEL WITHOUT EXISTING FACILITIES FOR WATER SUPPLY, WASTEWATER DISPOSAL, OR SOLID WASTE DISPOSAL AND WATER SUPPLY, WASTEWATER DISPOSAL, OR SOLID WASTE DISPOSAL FACILITIES WILL NOT BE CONSTRUCTED ON THE PARCEL.

**CERTIFICATE OF SUBDIVISION EXEMPTION: TRACTS B-1, B-2, B-3, B-4 AND B-5**  
I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE DIVISION OF LAND SHOWN ON THIS CERTIFICATE OF SURVEY IS EXEMPT FROM REVIEW AS A SUBDIVISION IN ACCORDANCE WITH THE PROVISIONS OF SECTION 76-3-207(1)(b) OF MCA, AS THIS IS A DIVISION MADE OUTSIDE OF A PLATTED SUBDIVISIONS FOR THE PURPOSE OF A SINGLE GIFT OR SALE IN EACH COUNTY TO EACH MEMBER OF THE LANDOWNER'S IMMEDIATE FAMILY (FATHER, MOTHER, SON AND DAUGHTER).

RANDI J. ROGNLIE

ON THIS 30th DAY OF September 2014, BEFORE ME A NOTARY PUBLIC FOR THE STATE OF MONTANA KNOWN TO ME TO BE THE PERSONS WHOSE NAME ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

Harold E. Stepper  
NOTARY PUBLIC FOR THE STATE OF MONTANA



PRINTED NAME OF NOTARY  
RESIDING AT  
MY COMMISSION EXPIRES

**CERTIFICATE OF SURVEY NO. 253025**

**FOLIO 894-A-FC**

**CERTIFICATE OF FILING**

FILED FOR RECORD 4th DAY OF September 2014 AT 10:30 AM \$27.00

Bonnie Ramay  
CLERK AND RECORDER, JEFFERSON COUNTY, MONTANA

by Shermin Davis, Deputy

**CERTIFICATE OF EXAMINING LAND SURVEYOR**  
REVIEWED FOR ERRORS AND OMISSIONS IN CALCULATIONS

AND DRAFTING 30th DAY OF September

2014, PURSUANT TO SECTION 76-3-611(2)(g), MCA.

Examining Land Surveyor

LICENSE NO. 8237 LS

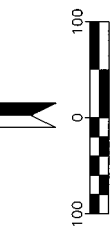
**CERTIFICATE OF COUNTY TREASURER**  
I HEREBY CERTIFY, PURSUANT TO SECTION 76-3-611 (1)(B) OF MCA, THAT ALL REAL PROPERTY TAXES AND SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE LAND DESCRIBED ON THIS PLAT AND ENCOMPASSED BY THE PROPOSED FAMILY TRANSFER HAVE BEEN PAID \$ 78.30

DATED THIS 30th DAY OF September 2014.

Randy McLean  
TREASURER, JEFFERSON COUNTY, MONTANA

PREPARED BY:  
**RIES & ASSOCIATES PC.**  
6850 GREEN MEADOW DR.,  
HELENA, MONTANA 59602

DATE: AUGUST 28, 2014  
JOB NO.: 14127-FAMILY TRANSFER  
FIELD BY: WJR/JW  
DRAFTED BY: WJR



**BASIS OF BEARINGS**  
GPS SURVEY ROTATED TO GEODETIC NORTH

P.M. MONTANA,  
JEFFERSON COUNTY.

WARRANTY DEED

This indenture, made the \_\_\_\_\_ day of January, 1990, between Paul S. Donaldson and Rebecca H. Donaldson, husband and wife of 1235 South Hills Drive, Helena, MT 59601, Grantors; and Ralph E. Wilcox and Kathleen Wilcox, husband and wife of 4747 Buffalo Jump Road, Inree Forks, MT 59752, Grantees;

W I T N E S S E I H

Grantors, for and in consideration of the sum of One Dollar and Other Good and Valuable Consideration (\$1.00 o.v.c.), lawful money of the United States of America, to them paid by said Grantees, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey, warrant and confirm unto said Grantees, as joint tenants, and to the survivor of said named joint tenants (and not as tenants in common), and to the heirs and survivors of such survivor forever, the hereinafter described real estate situated in Jefferson County, Montana, to-wit:

Tract A as shown on Certificate of Survey Number 150388 (Folio 342D) according to the Records of the Clerk and Recorder of Jefferson County, Montana, and more particularly described as follows:

A tract of land in the NE1/4 of Section 4, Township 9 North, Range 3 West, Jefferson County, P.M.Montana; more particularly described as follows: Beginning at the center quarter corner for Section 4, which is the southwest corner of said tract and true point of beginning:

thence N 00°15' E 750.00 feet along the north-south mid section line; thence N 89°31' E 1200.00 feet to the northeast corner of said tract; thence S 00°15' W 750.00 feet to Tract No. 6; thence S 89°31' W 1200.0 feet along the north side of Tract No. 6 and to the true point of beginning.

TOGETHER with the sixty (60) foot access easement as described by Certificate of Survey No. 150388, Folio 342D

The tract contains 20.66 acres more or less.

TOGETHER with all and singular the hereinbefore described premises, all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, right of dower and right of homestead, possession,

claim and demand whatsoever, as well in law as in equity, of Grantors, of, in or to the said premises, and every part and parcel thereof, with the appurtenances thereto belonging, to have and to hold, all and singular, the above-mentioned and described premises unto Grantees, as joint tenants with right of survivorship (and not as tenants in common), and to the heirs and assigns of the survivor of said named joint tenants, forever.

And Grantors, and their heirs, do hereby covenant they will forever warrant and defend all right, title and interest in and to the premises, and the quiet and peaceable possession thereof, unto Grantees, as joint tenants with right of survivorship (and not as tenants in common), and to the heirs and assigns of the survivor of said named joint tenants, against all acts and deeds of Grantors, and all and every person and persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals the day and year first-above written.

150593

Notary Public State of Montana  
County of Jefferson

Subscribed and sworn to before me on this 2<sup>nd</sup> day of Feb

1990 at 10:30 AM in County of Lewis and Clark, Montana, and  
124 Deeds 897-388

Notary Public County of Jefferson

My commission expires on 10-00

Notary Public

*Paul S. Donaldson*

Paul S. Donaldson

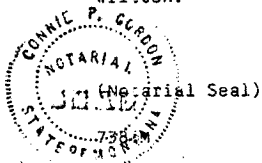
*Rebecca H. Donaldson*

Rebecca H. Donaldson

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

On this 2<sup>nd</sup> day of January, 1990, before me, the undersigned, a Notary Public in and for the state of Montana, personally appeared Paul S. Donaldson and Rebecca H. Donaldson, husband and wife, of Helena, Montana, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me they executed the same.

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



*Connie P. Gordon*  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Residing at: Helena, Montana 59601  
My commission expires: Dec 5, 1991

JOINT AND MUTUAL AGREEMENT  
CONCERNING RIGHTS-OF-WAY  
FOR ROADS AND STREETS FOR  
ACCESS, AND INGRESS AND EGRESS

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of March,  
1982, by and between THE DIEHL COMPANY, a Montana corporation, with principal  
office and place of business at Helena, Lewis and Clark County, Montana, and  
Paul Grevas and Karen Grevas, of Jefferson  
County, Montana,

W I T N E S S E T H:

WHEREAS, The Diehl Company is the owner of those certain lots, pieces and  
parcels of land included in the land shown on the photographic representation  
which is Exhibit A hereto, and described on Exhibit B hereto, and

WHEREAS, Paul and Karen Grevas is the purchaser of those certain  
lots, pieces and parcels of land which are included in the land shown on said  
Exhibit A hereto, and described on Exhibit B hereto, and

WHEREAS, said Exhibits A & B are hereby referred to and by this  
reference made a party hereof as though fully here represented and set forth  
in haec verba, and

WHEREAS, the parties are mutually desirous of affording, each to the  
other, access, ingress and egress by means of roads and streets to and from  
and between their said respective lots, pieces and parcels of land in the  
general manner and fashion shown on said Exhibit A by the dark lines  
drawn freehand thereon, and

WHEREAS, it is not presently possible or desirable to describe the  
rights-of-way for said roads and streets with precision and exactitude, be-  
cause such precise and exact description should not be fixed until the most  
propitious and appropriate exact courses of such rights-of-way are made  
apparent by the future events and developments from time to time occurring,

NOW, THEREFORE, it is hereby mutually covenanted as follows:

1. Either or both of the parties may build or cause to be built at  
any future time, and from time to time, roads and streets at any of the places  
shown by said lines so drawn freehand upon said Exhibit A hereto, along  
the approximate courses of said lines.

2. Due consideration shall be given in selecting the exact locations  
and design of said roads and streets to the valid and reasonable economic  
and aesthetic interests and desires of each party, and to these ends each

party agrees to advise the other party of the proposed location and design of such roads and streets, in each instance, a reasonable time before commencement of construction, so that the other party may make comments and suggestions concerning same, if it or they so desire. Each party agrees that the design or construction of such roads and streets will not be unreasonably opposed.

3. Neither party is committed hereby to construct or pay for said roads and streets, or any of them.

4. None of said roads and streets shall exceed sixty (60) feet in width, including curbs, planted or decorative areas and sidewalks, at any place, except by the mutual written agreement of the parties.

5. No major change in the course of any road or street from that shown on said Exhibit A shall occur, except by the mutual written agreement of the parties.

6. Each party agrees never to attack this agreement in court or elsewhere on the ground that its terms are too indefinite to be enforced, or that it is an agreement to make a contract, and further agrees that the appropriate tribunal may resolve and dispute arising hereunder by the rules of (a) reason and (b) avoidance of arbitrary action which will result in unreasonable or unnecessary damage to either party.

7. The provisions of this instrument are covenants running with the lands affected hereby and described on said Exhibit B hereto.

8. This agreement, and each and every term and provision hereof shall be binding upon and inure to the benefit of the heirs, executors, and administrators, personal representatives, assigns and successors in interest of the respective parties hereto.

IN WITNESS WHEREOF, the parties have subscribed and executed this agreement that day and year first hereinabove written.

THE DIEHL COMPANY, a  
Montana corporation

By W.D. Diehl  
PRESIDENT

ATTEST:  
CORPORATE  
Richard A. Diehl  
SECRETARY  
(CORPORATE SEAL)

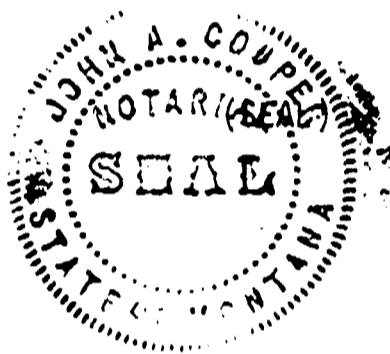
Paul Grevas  
PURCHASER

Karen Grevas  
PURCHASER

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

Before me, the undersigned, a Notary Public for the State of Montana, personally appeared W. D. Diehl and Richard R. Diehl, known to me to be the President and Secretary, respectively, of THE DIEHL COMPANY, the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 10<sup>th</sup> day of March 19 82.



John G. Cooper  
Notary Public for the State of Montana  
Residing at Helena  
My Commission expires Nov 1, 1984

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

Before me, the undersigned, a Notary Public for the State of Montana, personally appeared Paul Grevas and Karen Grevas, 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 seal this 10<sup>th</sup> day of March 19 82.



John G. Cooper  
Notary Public for the State of Montana  
Residing at Helena  
My Commission expires Nov 1, 1984

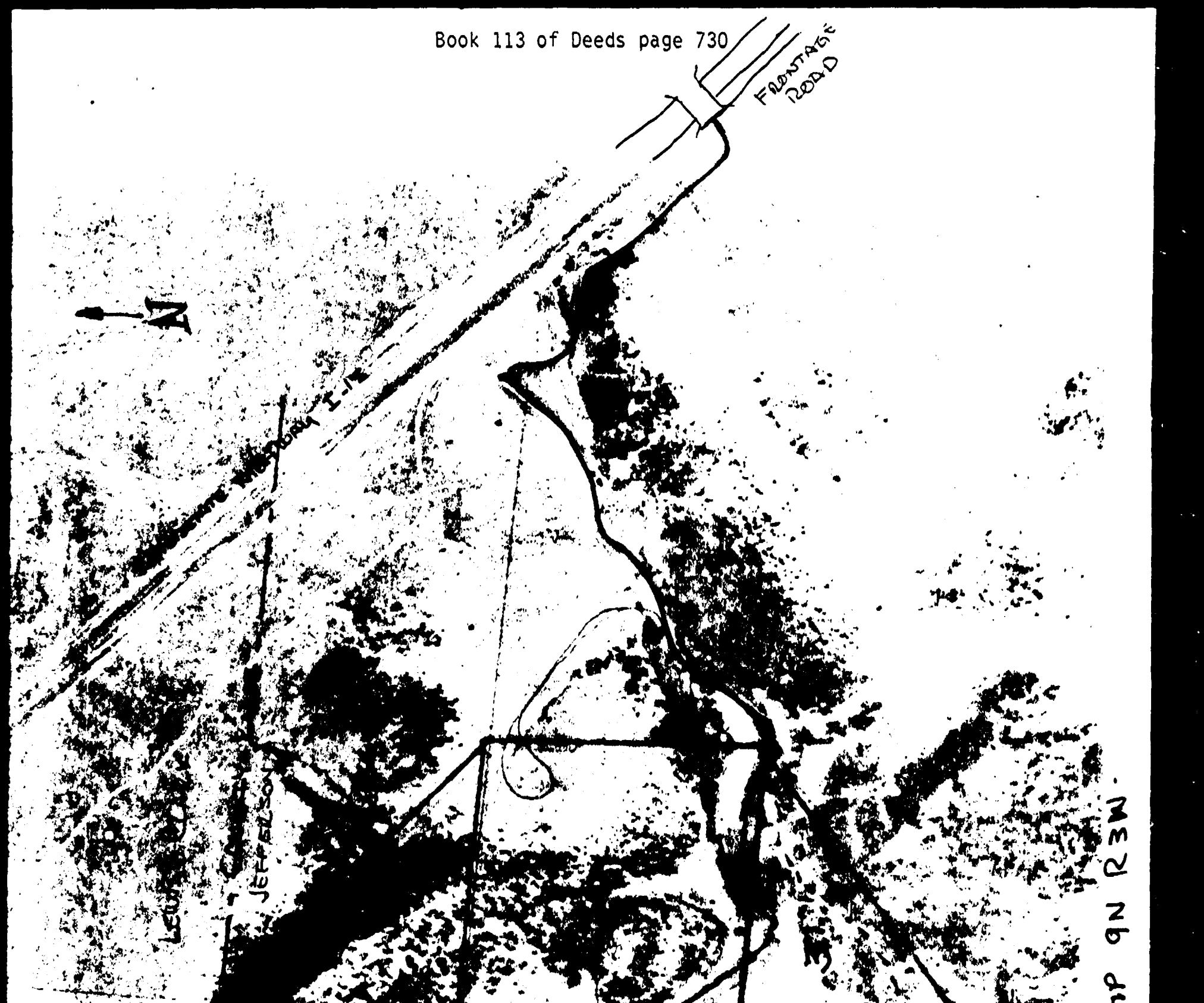
FRONTAGE  
ROAD

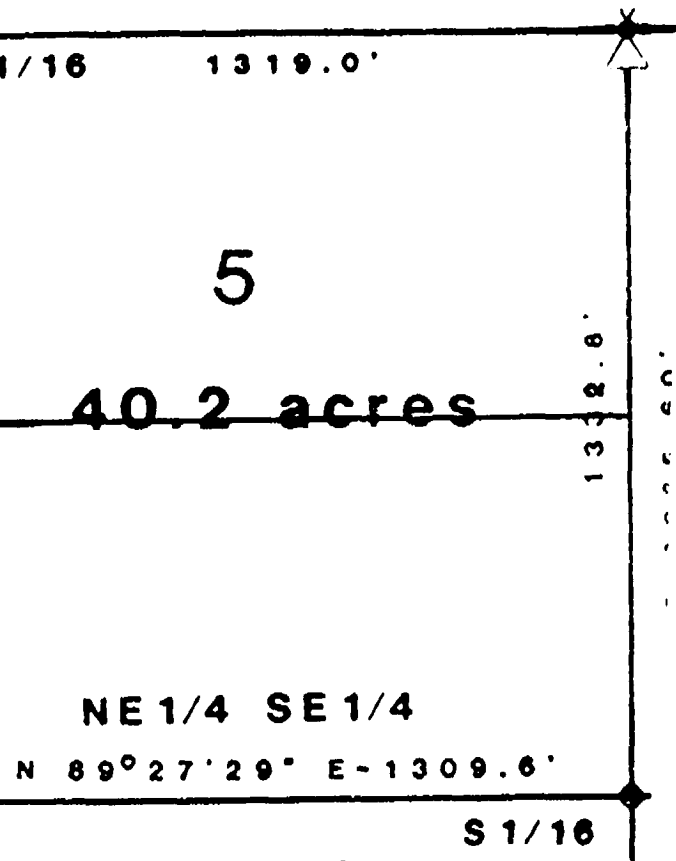
N

LEONARD

JETTERSON

MP 9N R3W.





PARCEL: The North 1/2 of the Northeast 1/4  
 Southeast 1/4 of Section 4, Township 9  
 Range 3 West, P.M.M. Jefferson County

a.

121857

Recorder's Office - State of Montana ss,  
 County of Jefferson  
 I hereby certify that the within instrument  
 was filed for record on the 18 day of March  
 A. D. 1982 825 AM and  
 recorded in Book 113 Page 727-731  
James B. McJannet County Recorder  
 By \_\_\_\_\_ Deputy  
 Fee \$ 10.00 Indexed EM

EXHIBIT "B"