

WILDFIRE ACRES

Restrictive Covenants

THAT WHEREAS, the undersigned Robert D. Dolan and Donald C. Dolan hereinafter referred to as "Owners" desire to place restrictions upon the land described below in Lewis and Clark County, Montana, and

WHEREAS the Owners desire to place restrictions upon the tracts in Section 30, Township 10 North, Range 2 West for the use and benefit of themselves as present owners and for all future owners thereof;

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

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 located in the N $\frac{1}{2}$ of Section 30, Township 10 North, Range 2 West, as shown on Certificate of Survey filed under Document Number 371214, records of Lewis and Clark County, Montana.

and

Lots 12A, 12B and 12C located in the N $\frac{1}{2}$ of Section 30, Township 10 North, Range 2 West, as shown on Certificate of Survey filed under Document Number 400670, records of Lewis and Clark County, Montana.

Subject to all existing reservations, easements and rights of way now of record or apparent from a physical examination of the premises affecting the same or any part thereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

All persons or corporations who now or shall hereafter acquire any interest in and to the above described property shall take and hold the same and agree and covenant with the Owner of said tract or lot from the above description and with their heirs, successors and assigns to conform and observe the following:

1. No structure of a temporary character, including but not limited to trailers, mobile homes, set together or expanding trailer houses, modulars or basements, tents, shacks, barns or outbuildings other than those above described, shall be constructed, placed or used on said real property or on any tract, lot or portion thereof, at anytime as a residence.

2. No dwelling house or residential structure may be occupied until a sewer 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 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 the applicable laws and regulations of State and local health authorities pertaining to the installation of or maintenance of such systems and wells.

3. No lot or tract shall be used or maintained as a dumping ground nor shall any rubbish, trash, garbage, or other waste be allowed to accumulate, and all garbage and waste shall be kept in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean sanitary condition.

4. 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 all automobiles, trucks and trailers belonging to or kept by any owner or occupant thereof.

5. There shall be no discharge of chemicals or potentially toxic materials into the environment. Natural streams or bodies of water will not be polluted. It must be recognized that ASARCO has been disposing of airborne elements which may or may not affect the suitability of this land for occupancy. The buyer before buying this land must first satisfy themselves that ASARCO will indemnify buyers from any such pollution and make a determination that the land is suitable for the uses intended by the buyer. Furthermore, this land has been agricultural land and as such has been sprayed with approved chemicals to control noxious weeds. It is not known if such spraying has altered the land in any way to make it unsuitable for intended purposes consistent with these covenants.

6. No manufacturing, commercial or industrial enterprise, nor mining or 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 quasiprofessional occupation, which does not disrupt the tenor of the said real property as quiet residential or recreational property.

7. No hogs, goats, sheep or similar animal shall be kept or maintained on any of the land above described or any portion thereof, nor shall any poultry yard or poultry be maintained thereon, provided that the owner of each lot may keep the usual household pets, including 4-H animals under supervision of the authorized County Extension Agent, which can be kept without any continuous or audible disturbances or nuisance to the other persons residing in the area. In no event shall more than four (4) horses or cows be kept on any lot which is less than ten (10) acres; the purpose of this covenant is to prevent over-grazing of land which would cause dust and erosion and in no case shall any owner over-graze any tract or lot; provided all animals of any type kept in this above described land must be kept within the fenced premises of the owner and not allowed to roam freely, and the owner of any animal will be responsible for any damage occasioned by the animal escaping from owner's property.

8. All property owners in the area may fence their respective tracts excepting that all fences must be well built of good material and well maintained.

9. No firearms shall be discharged within the Wildfire Acres Subdivision.

10. It is further provided that any person purchasing any of the tracts herein, hereby agree by said purchase to join a Homeowners Association to be created for purposes of road maintenance, upon petition of a majority of the then property owners in the tracts, each tract in the area to be accorded one (1) vote per tract.

11. Only single family dwellings may be constructed and only one such dwelling shall be constructed on each ten (10) acre tract or on each numbered lot as said lots appear on a plat of any subdivision, when the same is officially platted and approved by the County Commissioners. Each such dwelling shall have not less than one thousand, two hundred (1,200) square feet of living space exclusive of porches and garages. No used buildings can be moved onto said premises.

12. No tract may be re-platted or divided into an area so that either the original tract or the subdivided tract is less than ten (10) acres, save and except that insofar as Lots 12A, 12B, and 12C are concerned. They may not further be divided.

13. No building shall be constructed nearer than ten feet (10') from the lot lines on the side of any property or twenty-five feet (25') from the front property line, or any right of way easement line, the purpose of which is to insure that all lots within the area have adequate utility easements to insure availability of service.

14. All road right-of-ways as shown on the certificate of survey (or any subsequent certificates of survey) describing these premises shall be at all times be left open and unobstructed and are reserved for use by persons seeking access within the tracts herein for ingress and egress purposes. If any owners of property herein desire to fence across any road right-of-way or easement for road purposes continued in said tracts, such person must provide a gate as well as cattle guards of not less than twelve (12) feet in width at the point of intersection of any such fence with the road or right-of-way passable at all times.

15. These restrictive covenants shall be for the benefit of all persons owning the said real property and any tract, lot or portion thereof, and the Declarants 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 covenants, 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.

16. These covenants may be altered or additions made thereto with reference to any parcel as above set forth by written consent of eighty percent (80%) of the owners of any particular parcel by written amendment, acknowledged by signature and filed with the office of the County Clerk and Recorder of Lewis and Clark County. Any multiple ownership of a tract within said parcel must vote as one owner.

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

The foregoing covenants, conditions, restrictions and reservations are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded after which said time these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by a majority of the then owners of the lots as then recorded, agreeing to change said covenants in whole or in part setting forth the changes.

DATED THIS 1st day of October, 1993.

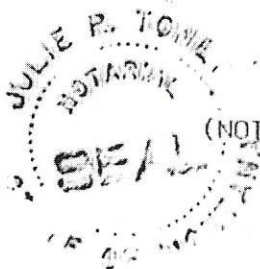
Robert D. Dolan
ROBERT D. DOLAN

Donald C. Dolan
DONALD C. DOLAN

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

On this 1st day of October, 1993, before me, a Notary Public for the State of Montana, personally appeared Robert D. Dolan and Donald C. Dolan 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 by official seal the day and year first above written.



(NOTARY SEAL)

Julie R. Toney
Notary Public for State of Montana
Residing in Helena
My Commission Expires: May 16, 1994

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PAULETTE DEHART
TREAS / CLK
LEWIS & CLARK CO., MONT.

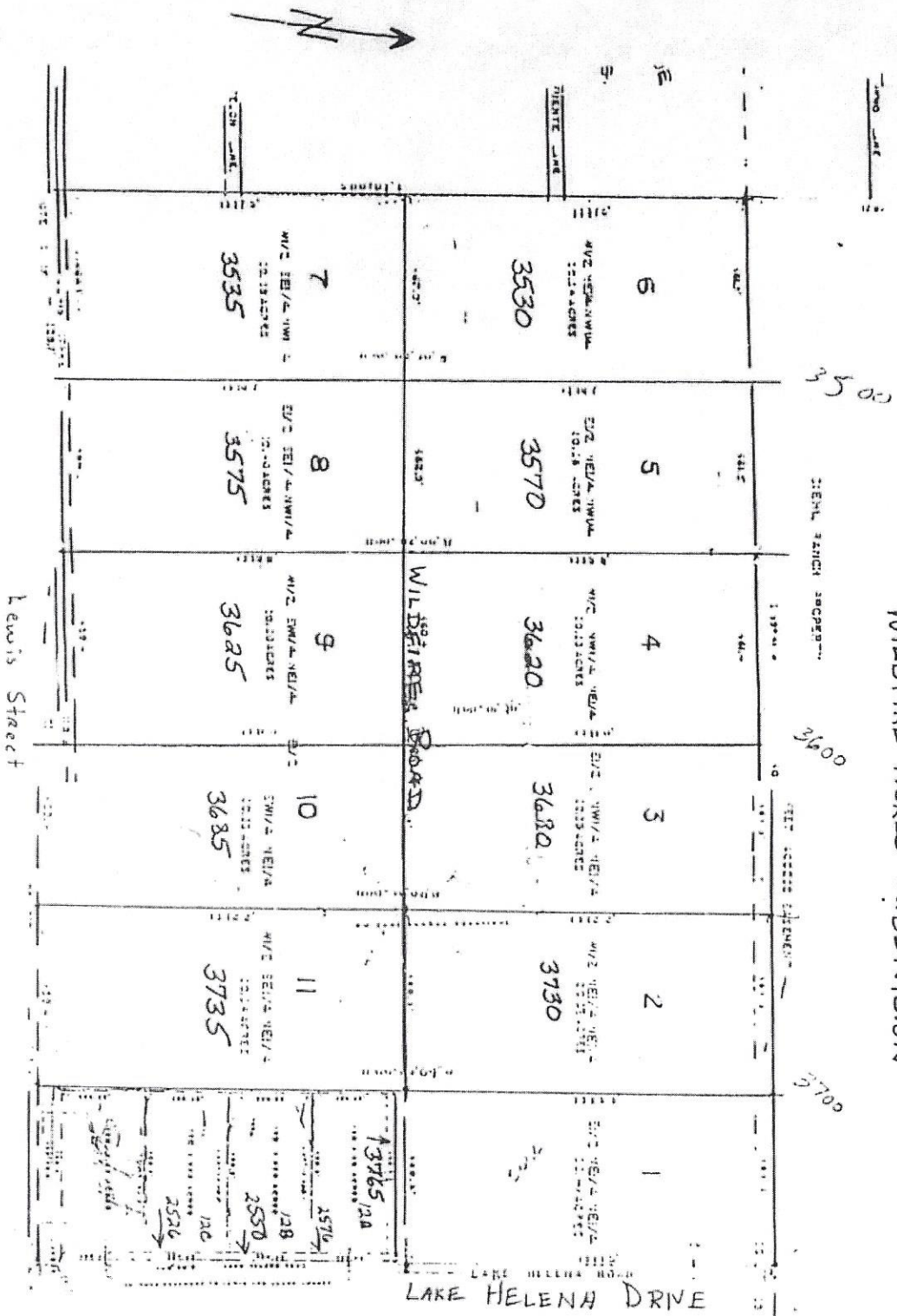


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WILDFIRE ACRES SUBDIVISION



Lewis Street

COUNTY ADDRESS APPLICATION FORM

Lewis and Clark County, Planning Department
316 North Park Avenue, Room 447
P. O. Box 1725, Helena, MT 59624
Phone: 447-8374

Fee: \$10.00

This space for office use:

Assigned Address: SEE BELOW

Date: 10/15/93

EAST HELENA MT 59635

Fee Paid: Check ☒ Cash ☐

Initials of Planner: MDB

Name: Donald Dolan & Robert Dolan Phone: 443-1932 / 439-1932 ^{Dir}
Home/Work

Present Mailing Address: 4310 Green Meadow Dr.

City, St. ZIP: Helena, MT 59601

PROPERTY LOCATION:

Certificate of Survey Number 371214 & 400670. Please enclose a complete copy of the filed survey (including the legal description and filing date). Surveys are available from the Treasurer/Clerk and Recorder's Office, Records Division, First Floor, City-County Building, 316 North Park Avenue, Helena.

LEGAL DESCRIPTION:

1/4 1/4 1/4 N 1/2 E, Section 30, T 10 N, R 2 W

Name of Subdivision: Orig. RD Acres to be changed to Wildfire Acres

Block Number: _____ Lot Number(s) 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12A, 12B, 12C

ROAD NAME/ORIENTATION OF PROPERTY: Please describe the location of your property in relation to the road, i.e. north, south, east or west. (Example: South side of Sierra Road)

West side of Lake Helena across from Eastgate II
According to the county address system, north and west sides of roads and streets are assigned even numbers; south and east sides of roads and streets are assigned odd numbers.

LOT NUMBER

ADDRESS

2	3730 WILDFIRE ROAD
3	3680 WILDFIRE ROAD
4	3620 WILDFIRE ROAD
5	3570 WILDFIRE ROAD
6	3530 WILDFIRE ROAD
7	3535 WILDFIRE ROAD
8	3575 WILDFIRE ROAD
9	3625 WILDFIRE ROAD
10	3685 WILDFIRE ROAD
11	3735 WILDFIRE ROAD
12A	3765 WILDFIRE ROAD OR 2576 LAKE HELENA DRIVE (DEPENDS ON ACCESS POINT)
12B	2550 LAKE HELENA DRIVE
12C	2526 LAKE HELENA DRIVE

NOTE: This form must be received by the County Planning Department , later than 5:00 p.m. on Thursday; your address will be assigned on Friday.