

**FINLEY POINT ESTATES
DECLARATION OF RESTRICTIVE COVENANTS**

DECLARATION OF RESTRICTIVE COVENANTS AND TITLE CONDITIONS TO ACCOMPANY AND BECOME A PART OF THE CERTIFICATE OF DEDICATION AND FINAL PLAT OF THE SUBDIVISION KNOWN AS "FINLEY POINT ESTATES", A PLATTED SUBDIVISION IN A PORTION OF THE NORTH HALF OF SECTION 19, TOWNSHIP 23 NORTH, RANGE 19 WEST MPM, LAKE COUNTY, MONTANA, NOW MORE PARTICULARLY DESCRIBED AS TRACTS A AND B, CERTIFICATE OF SURVEY NO. 4957, LAKE COUNTY RECORDS.

KNOW ALL MEN BY THESE PRESENTS:

I, the undersigned, **JOHN L. FOX**, (hereinafter referred to as "Declarant" or "Developer"), owner of all the lands included in said Finley Point Estates above referred to, hereby make the following declarations as to covenants, easements, conditions, limitations, restrictions and uses to which lots of said Finley Point Estates may be put. Said restrictive covenants shall be recorded (as shall any subsequent amendments) and shall run with the land, becoming a title condition relative to the ownership of lots contained in said subdivision. The acceptance or recording of a Notice of Purchaser's Interest or any granting or trustee's deed or Sheriff's deed after a foreclosure decree to any portion of Finley Point Estates shall constitute an acceptance of and agreement to all of the terms, conditions, limitations, restrictions and uses of the subject property. These covenants are binding upon all purchasers, their successors, and all persons claiming under them for the benefit of and limitation upon all future owners of all lots in said subdivision. This Declaration is intended to keep said residential subdivision attractive and desirable, uniform and suitable for the uses hereinafter specified. A successor in interest to Declarant solely shall succeed to his rights and obligations hereunder.

**ARTICLE I
Use Restrictions**

Section 1: All lots in this subdivision shall be used for private residential purposes and no lot in the subdivision or any building or improvement erected thereon shall at any time be used for the purpose of any trade, profession, commercial or industrial, manufacturing, or business of any description or for hospitals, apartment houses, or any other multiple dwelling structure or church. This restriction shall not apply to a commercial cherry orchard operated upon Lot 16. Purchasers of lots are aware of this use and the presence of agricultural chemicals common thereto.

Section 2: No lot shall be further subdivided in any manner, specifically including lot 16, the first deed to which from Developer shall contain a specific restriction upon further subdivision.

Section 3: No more than one single-family residential dwelling, which may include attached decks, porches and garages, and one detached storage building, all of which shall be approved by the Architectural Committee (hereinafter described), shall be constructed on each of said lots, except that Lot 16 shall be able to have located on it all outbuildings and facilities commonly necessary for agricultural usage related to an orchard operation, and a second one-family residence so long as both residences are owned by the same persons. This restriction shall not apply to structures built or authorized by the homeowners association necessary or desirable to its operation of parks, common areas, roads, or water or sewer systems.

Section 4: No more than one family shall be allowed to occupy any residential dwelling constructed on any of the lots 1 through 15, inclusive, of this subdivision at any one time except for visitations of short duration. Renting or leasing of any portion of such residential dwelling while the same is being occupied by the owner is specifically prohibited; however, should any owner of the lots of this subdivision temporarily vacate the residential dwelling for his primary residence elsewhere, such owner may, at that time, rent or lease said premises to no

more than one family for that portion of the year he is residing at his primary residence.

Section 5: No chickens, other poultry, cows, horses, swine, goats or other livestock shall be raised, kept or cared for on any lot except that two common household pets may be kept, provided they are not bred or maintained for commercial purposes. Permitted pets must be confined to the lot of their owner and not permitted to run at large. Purchasers of lots are aware of the proximity to wild animal habitat, and the possibility of such animals being present in the subdivision.

Section 6: No signs, billboards, posters or other advertising devices of any kind or character may be erected or displayed upon any of the residential lots, except those designed to promote sales of subdivision property.

Section 7: Fences must be well constructed, be neat in appearance, and constructed of natural materials with earth-tone colors so as not to aesthetically detract from the property. Such shall be kept in good repair. Fences can only be for the purpose of keeping wildlife away from gardens or orchards, or for restricting the movement of pets. The owners of Lots One (1) through Fifteen (15) inclusive shall not construct property line or perimeter fencing (other than small enclosures for the foregoing purposes) which would restrict or inhibit the natural movement of wildlife through the subdivision.

Section 8: No lot shall, at any time, contain or have situated thereon a trailer house, modular house, mobile home, or a structure known as a double wide house. All dwellings, including any attached garage and storage buildings, shall be constructed on the lots and no buildings shall be moved onto the property. All buildings shall be placed on permanent foundations and constructed on site, piece by piece, with new and good quality building materials and by good and customary construction methods.

Section 9: No structure of temporary character, including but not limited to trailers, mobile homes, set-togethers or expanding trailer houses or a basement, tent, shack, barn or out building shall be constructed, placed or used on any lot at any time as a residence or otherwise, nor shall any residential structure be occupied until the exterior is completed, painted and the water supply and sewer system completed and the necessary approval obtained from the local health authority. This restriction shall not apply during the two week cherry harvest season each year for Lot 16, which may be used for campers, tents or other temporary shelters for agricultural workers.

Section 10: No dwelling shall be constructed unless the same has at least 2,000 square feet of main floor space and if the dwelling has more than one floor then it shall have at least 1,600 square feet of living space on the main floor, for living purposes (exclusive of roofed and unroofed porches, terraces, decks, garages, carports and any storage building). No dwelling may be constructed which costs the owner less than \$200,000.00 for materials and construction labor. Each year on May 1, (beginning the year after recording this document) the minimum cost figure shall increase by the same percentage as the Department of Labor's Consumer Price Index has risen (since recording this document) based upon latest figure available on that date.

Section 11: Each dwelling shall have a combined area of glass windows on two of its walls greater than 25% of the total exterior wall surface areas of those walls. All structures shall be painted or stained in earth-tone colors or left in natural wood, stucco, brick or rock, as to siding or wall materials. Roofs must be constructed of fire retardant composition or wood shakes, or tile or metal of earth tone colors and as approved by the association. Chimneys or flues shall have spark arrestors, caps or screens. Swimming pools and hot tubs and related structures must be approved by the association.

Section 12: No structure or vegetation shall be constructed, placed or maintained which exceeds a height greater than thirty (30) feet above the average elevation of each of the lots. A structure shall be anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground and shall include antennas

or satellite dishes. Existing structures or replacements therefor (of an identical size) on Lot 16 are exempt.

Section 13: No buildings, fences, lot improvements or vegetation (which when mature will exceed eight (8) feet in height) shall be erected, placed, or altered on any building lot in the subdivision until the building plans, specifications, and plot plan showing the location and nature of such building, fences, lot improvements or the above-described vegetation, and the drainage swale described in Section 14, have been approved in writing by an Architectural Committee consisting first of Developer until ten (10) of the lots have been sold to others and have dwellings built, and thereafter consisting of Developer and two elected members of the homeowners association until Developer resigns, and thereafter consisting of three (3) elected members of the homeowners association.

Section 14: All utility lines, including electrical, telephone and cable TV lines shall be installed underground with extensions from existing lines at each lot owner's expense. Satellite dish antennas shall be permitted if eighteen (18) inches in diameter, or less. All sewer or water lines shall also be underground. Underground tanks of any nature are prohibited, except approved septic systems. As soon as utility lines are in and structures and other improvements located, each lot owner (except for Lot 16) shall, at his own expense, construct, on a permanent basis, a drainage swale (at an appropriate place approved by the Architectural Committee) on his lot of at least 20 feet by 50 feet by one foot deep, in accordance with the runoff drainage on the "mixing zone worksheet" drawings and plans.

Section 15: All structures, lot improvements and landscaping shall be completed in a timely, workmanlike manner and in no event later than eighteen (18) months after obtaining approval of the Architectural Committee as outlined in Section 13 for dwellings, and no later than six (6) months after obtaining approval of the Architectural Committee as outlined in Section 13 for storage buildings, fences, lot improvements and landscaping. All improvements shall be maintained and repaired in a timely manner.

Section 16: All dwellings and other improvements shall be kept in a reasonable state of repair. All garbage and trash containers maintained on individual lots shall be screened from view of neighboring properties, except on collection day. No trash or debris, organic or inorganic wastes, junk, abandoned or inoperable vehicles or equipment shall be permitted to remain or accumulate on any lot or in any street adjacent thereto, for thirty (30) days or longer, and no vacant lot shall be used as a dump ground or burial pit.

Section 17: Grass, weeds and vegetation on each lot shall be kept mowed by each lot owner at regular intervals so as to maintain the same in a neat and attractive manner and consistent with requirements of public bodies. Stockpiled grass clippings, dead shrubs and other refuse shall be put in receptacles and shall not be put in the street, in a natural drainage, in a required drainage swale, or in any other location which may detract from the appearance of any lot. If a lot owner fails to keep weeds in check at regular intervals or fails to place in receptacles grass clippings, dead shrubs or other refuse, or fails to comply with Section 16, the homeowners association may, upon five (5) days notice in writing to the landowner, correct said failure and assess the landowner for the cost of said service.

Section 18: The discharge of firearms shall not be permitted within the subdivision except in an emergency situation when necessary for the preservation of life or property.

Section 19: No noxious or offensive or illegal activity shall be carried on upon any part of the properties, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling lot. Snowmobiles, trail bikes, chain saws (except for tree trimming or removal) and other noisy vehicles and equipment may not be used within the subdivision.

Section 20: Mining, quarrying, excavation, oil drilling or development of any kind shall not be allowed on any lot except as may be necessary in connection with the construction or placement of improvements thereon in accordance with these covenants. No timber may be sold for commercial purposes or trees cut whatsoever without the prior written consent of the Architectural Committee. Such will be permitted only for necessary clearing for construction of a dwelling, driveway or related structures, clearing of a thirty (30) foot zone around dwellings for required fire safety, removal of dead or diseased trees, or for selected thinning to improve a view from a dwelling or other reasonable aesthetic purposes.

Section 21: All structures, improvements and setbacks shall be done in accordance with restrictions, laws and regulations or zoning enacted or approved by Lake County and the State of Montana which apply to this subdivision.

Section 22: All construction shall comply with the provisions of the following standard codes including all amendments thereto: the Uniform Building Code, the National Plumbing Code, the National Electrical Code, the Uniform Fire Code as well as any applicable local laws and building codes. A Building Conformance Permit (or the then-current equivalent) shall be obtained from Lake County Land Services.

Section 23: No residence or other structure shall be constructed or erected on any lot, any part of which is closer than fifteen (15) feet from any lot boundary line.

Section 24: No trailer (except for the Lot 16 exception in subsection 9) shall be utilized on any of the lots of this subdivision as a residential dwelling for any period of time whatsoever. Non-owned camper or travel-type trailers shall be allowed on the lots of this subdivision for temporary visitation only, and only two (2) owned RV, travel-type trailers or boats shall be stored on a lot. When such RV, travel-type trailers or boats are stored on a lot in this subdivision, they shall be so placed as to be as inconspicuous as possible and located under a permanent roofed structure unless written approval is obtained otherwise from the homeowners association. The existing (or replacements therefor) buildings on Lot 16 may be used for storage of orchard equipment, RVs, boats or vehicles, a present use.

Section 25: With the exception of Lot 16, individual lot owners shall obtain all water for domestic or lawn and garden purposes from two subdivision wells (to be drilled) administered by the homeowners association and shall not have the right to drill and maintain a private water well without express written permission of the homeowners association. Lot 16 has an existing water well which shall remain the property of the owner of said Lot, the water from which may be used upon Lot 16 for domestic, lawn and garden or agricultural (orchard) purposes. The owner of Lot 16 shall not be assessed for water system costs by the association unless or until such owner shall request and be provided access to the association's water system, and then shall be assessed only for costs incurred thereafter, plus a reasonable hookup fee not to exceed the average of the annual assessment for water purposes for the last three years. In such event, the owner of Lot 16 cannot use association water for agricultural purposes but only for domestic and lawn and garden purposes. The owner of Lot 16 shall not have a vote on any issue pertaining to the water system unless or until he or she has hooked up to the system.

Section 26: With the exception of Lot 16, which has a preapproved septic system, the Certificate of Plat Approval and the agreement of the Developer with the Montana Department of Environmental Quality requires lot owners to construct and install (and these Covenants require such to be at the owners' expense completely) identical alternative experimental sewage treatment and disposal systems (Bioclere BP3 (16/12) systems, or such as may be required in the future), in addition to specified collection and sampling pipes, to comply with groundwater nondegradation rules. The said Certificate and agreement also require, however, the association to supervise such, and to monitor and report the functioning of each system (beginning three months and ending three years after installation and use commences), and to be responsible for later monitoring, maintenance and repair of each system. In addition, Lots 1 and 15 will have additional drainfield monitoring devices installed, for

further monitoring and reporting by the association. The obligations and benefits of said Certificate and agreement are incorporated herein by reference and also attach to and run with the land as to Lots 1 through 15.

Section 27: The approved subdivision plat for Finley Point Estates delineates common areas for water well sites and roadways, and may delineate park land. Declarant shall convey such either to Lake County, if so required and accepted, or to the homeowners association for its administration, creating or reserving appropriate necessary easements for usage by owners, guests and invitees. The Declarant hereby creates and reserves sufficient easements and licenses to and over the private lots and between all platted sites to install and operate water lines and other underground utilities. The road which traverses Lot 16 shall not be used except in an emergency. The Developer shall construct and the homeowners association shall maintain a barricade approved by the local fire department and other emergency agencies. The association has the power to adopt and publish rules and regulations governing common areas, the water system and the on-site alternative and experimental alternative sewage treatment and disposal systems.

ARTICLE II *Homeowners Association*

Every owner or purchaser by Contract for Deed of Lots 1 through 16 shall be a member of the homeowners association, which association shall be incorporated as a Montana nonprofit corporation by Developer and shall adopt bylaws. The association shall have only one (1) class of voting membership. Members shall be all owners of lots in Finley Point Estates and shall be entitled to one (1) vote for each lot owned, including Developer or his successor in interest. When more than one person holds a recorded interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as the owners of each lot determine, but in no event shall more than one (1) vote be cast with respect to any lot. The first person named upon any deed shall be the person entitled to cast the vote for that lot in the event of any impasse or controversy among owners. The association may delegate duties of determination of compliance with all restrictions in Article I to the Architectural Committee referred to therein, but enforcement powers shall remain with Developer until an association is formed, and with such association thereafter.

ARTICLE III *Assessments*

Section 1: The owners of Lots 1 through 16 and each successor in title to said lots (subsequent to Developer), by acceptance of a deed or contract for purchase of any such lot, whether or not it shall be so expressed in said deed or contract, is deemed to covenant and agree to be a member of and subject to the assessments herein and duly enacted bylaws and other rules and regulations of the association. Such owner(s) shall provide the homeowners association with a copy of said recorded instrument, as well as a current mailing address, at all times. Each and every assessment shall be the personal obligation of the owner(s) of each such lot as of the date of assessment. This personal obligation shall pass to an owner's successors in title, if unpaid, by the owner(s). Further, if such personal obligation is not paid, the obligation shall become a lien on the lot as hereinafter provided. To facilitate sales, the secretary of the association shall, within thirty (30) days of any request, provide a certificate as to the amount of outstanding assessments or liens upon any lot. Developer is not subject to assessments without his consent unless he has built a dwelling upon his lot(s) or he reacquires a lot after the original sale, by other means than default and foreclosure/repossession.

Section 2: The assessments levied by the association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members and the properties, and in particular for the improvement, operation and maintenance of the owned facilities of the association as defined herein.

Section 3: 50th annual and special assessments (including road improvements and maintenance) must be fixed at a uniform rate for each of Lots 1

through 16 and may be collected on a monthly, quarterly or annual basis. Other assessments may be based on a per capita flat rate or on usage or on lot size, but shall be reasonable for the relative benefit received.

Section 4: The assessments levied by the board of directors of the association shall be utilized to provide reasonable operating and reserve funds consistent with the purposes of the association. The assessments may include, but shall not be limited to, the following:

a. Annual Assessment. An annual assessment for administration of the association, including reasonable fees to compensate any members who provide their time and service, maintenance costs, property taxes, road improvements, liability insurance, other normal expenses and to provide funds for reserves or other such purposes as the board of directors may find necessary and consistent with the purposes of the association.

b. Service Assessment. Assessments for services shall be utilized to provide or purchase such services, including related administrative costs and such other costs and charges as are required to provide the service by the association. Funds utilized for services shall be accounted for separately. Service assessments shall include, but are not limited to, operation and maintenance of common areas and the water system, as well as required maintenance, testing, reporting, repair and replacement of sewer or other disposal systems for the development as a whole, and reporting such to public regulatory bodies. The latter shall include the costs of compliance with the agreement by Developer (hereby assumed by the association) and the Montana Department of Environmental Quality and the related Certificate of Plat Approval, or future requirements of public bodies as referred to in Article IV, Section 3.

c. Capital Improvement Assessments. The association may levy in any year a special assessment for the purpose of defraying in whole in or in part the costs of any construction or reconstruction, unexpected repair or replacement of any capital improvement, including the necessary fixtures and personal property related thereto, or for such other capital improvements as are determined necessary or desirable. However, no capital improvement assessment shall be levied which has not been approved by the affirmative vote of the members who own two-thirds (2/3) of the lots. No such assessment shall be established to cover a period in excess of five years.

d. Emergency Assessments. The board of directors is authorized to levy in any assessment year an emergency assessment which shall not exceed the same amount as the amount of the annual assessment for that year. Additional emergency assessments require the affirmative vote of the members who own a majority of Lots 1 through 16. Emergency assessments shall be levied only to meet costs and expenses precipitated by an emergency causing damages or a change of condition that must be remedied promptly to ensure a safe and adequate continuation of facilities or services.

e. Legal Reserve and Compliance Assessments. In addition to the assessments herein provided, the board of directors may levy an assessment for the purpose of establishing a legal reserve fund for legal fees and costs to enforce these restrictive covenants. Nothing herein shall be interpreted to preclude the board of directors from utilizing other existing funds for reserves or compliance purposes.

Section 5: The assessments provided for herein shall be assessed on a yearly basis commencing on the 1st day of January of each year and terminating on the 31st day of December of the same year. The assessments for any year shall become due and payable monthly, quarterly, annually and/or in advance at the discretion of the board of directors of the association. The board shall fix the amount of the assessment against each residential structure and/or lot for each assessment period at least thirty (30) days in advance of the due date specified herein and shall at that time prepare a roster of the properties and assessments applicable thereon, which shall be kept in the office of the association and shall be open to inspection by any owner. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

Section 6: If the assessments are not paid by midnight on the date when due, then such assessment shall become delinquent and shall, together with any interest thereon, become a continuing lien on the residential structure and/or lot which shall run with the land. The homeowners association may file notice of such liens with the owner(s) and upon the public record. If the assessment remains unpaid for thirty (30) days after such due date, the assessment shall bear interest from the due date at the maximum annual percentage rate permitted by law. The obligation of the then-owner to pay any assessment or interest shall not be affected by any conveyance or transfer of title to said lot. Following a thirty (30) day written notice, the association may bring an action at law against the owner obligated to pay the same and/or to foreclose the lien against the residential structure and/or lot, and there shall be added to the amount of such assessment the costs of collecting the same and for foreclosing the lien thereof, including reasonable attorney's fees.

Section 7: The water system to be constructed, including the wells, submersible pump, pump house, pressure tanks, electrical circuitry, plumbing facilities included within and attached to said pump house and reservoirs, together with the distribution mains, roadways and parks as depicted on the subdivision plat as the "jointly owned facilities of the association." For the purposes of maintaining, repairing and replacing said "jointly owned facilities" there will be created or reserved an easement (if such locations are not conveyed to the association) for the pump houses and reservoirs for a lateral distance of twenty (20) feet from each side thereof and a further reservation of an easement fifteen (15) feet in width being seven and one-half (7½) feet on either side of the centerline of the water mains and the water lines connecting the wells to a pump house and reservoir and a pump house/reservoir to individual dwellings. The construction, erection or placement of other improvements on such easements is hereby prohibited in perpetuity.

Section 8: Each subsequent owner (except Developer) of any of Lots 1 through 16 in this subdivision, upon recording of a purchase instrument (deed or Notice of Purchaser's Interest) shall pay a \$300.00 deposit to the Association for maintenance and improvements, and paperwork for changing records. This deposit is nonrefundable.

Section 9: Lots 1 through 16, inclusive, shall be forever subject to the servitude created by the common areas, platted roadways and easements for the subdivision improvements presently constructed and as depicted on the subdivision plat of Finley Point Estates Subdivision, or as may be granted, reserved or created herein or in the future.

Section 10: The service assessment for the operation of the water system shall be chargeable only against a lot owner who has constructed a residence. Water shall not be provided to a lot until a residence thereon has been approved by the Architectural Committee and the construction process has begun. Nonpayment of service assessments for a period of thirty (30) days shall be grounds for the discontinuance of water services by the association to any of its members, in addition to other remedies specified above.

Section 11: The water from the association wells shall be used for domestic purposes, for the irrigation of reasonable lawn and garden areas and flower beds which may hereafter be developed on the lands owned by the members of the association and shall not be used for any purpose other than as herein specified, except upon the unanimous written agreement of all the members of the association. No taps in addition to the one tap per dwelling originally installed on the distribution mains shall be permitted without the unanimous written consent of the voting lot owners in the association. Provided further that the basic engineering specifications for the design of the system may not be changed without the unanimous written consent of all voting lot owners in the association.

ARTICLE IV

Association Manager & Water or Sewer Professionals

Section 12: It shall be the responsibility of the members of the association to elect a manager who must be one of the lot owners who shall manage and shall perform the following duties:

- a. Set up and maintain books of account of the association and establish an association bank account which shall be denominated "Finley Point Estates Homeowners Association Trust Account";
- b. Collect assessments as established by the association and deposit same in said trust account;
- c. Inspect all of the "jointly owned facilities" of the association and bring to the attention of the association any repairs which might become necessary;
- d. Call and direct association meetings as and when the same become necessary, and;
- e. Perform such other services as shall be established by the bylaws or rules and regulations of the association.

Section 2: The said manager shall receive payment for his services as such manager as determined by the board of directors.

Section 3: The association shall employ a certified operator for maintenance and operation of the public water supply system as required by statute or administrative regulations. Although individual lot owners are responsible for the cost of and installation of approved and allowable sewage treatment and disposal systems, the association shall contract with required and qualified professional persons to monitor, test and report the efficacy or functioning of individual systems, and lot owners shall cooperate in allowing such. Such shall be as required by the Montana Department of Environmental Quality in the Certificate of Plat Approval for Finley Point Estates, or the agreement between said Department and Developer dated November 10, 1995, or any other agreement with or compliance testing required by said Department of any other public regulatory body in the future. Also, as may be required by the foregoing, the association shall contract with qualified professionals for the repair or replacement of any or all sewage treatment and disposal systems, once installed, as required to maintain compliance. Once completed and paid for, the cost thereof shall be charged against the lot which contains the system requiring the repair or maintenance, and shall be assessed for immediate payment by the owner(s) of said lot.

ARTICLE V. General Provisions

Section 1: Invalidity of any 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.

Section 2: The Developer and/or the association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Developer or association to enforce the covenants or restrictions herein contained shall in no event be determined or deemed a waiver of the right to do so thereafter.

Section 3: The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time such covenants shall automatically be extended for successive ten (10) year periods, unless an instrument is recorded signed by the voting owners of 60% of the lots within this subdivision, agreeing to revoke or amend said covenants in whole or in part. This Declaration may be amended during the first 25-year period by an instrument signed by not less than 75% of the voting lot owners, but no amendment is valid unless ten (10) lots are owned by other owners than the Developer, unless such is approved by the governing body which approved the subdivision.

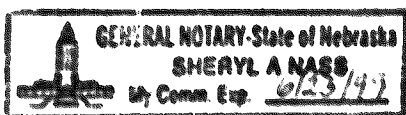
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IN WITNESS WHEREOF I have hereunto subscribed my signature this
14 day of November, 1995.

John L. Fox
John L. Fox, Declarant

STATE OF Nebraska)
County of Douglas) ss.

This instrument was acknowledged before me on the 14th day of
November, 1995 by JOHN L. FOX.



Sheryl A. Nass
Notary Public for the State of NE
Residing at 6374 S. 136 St Omaha, NE
My Commission expires 6/23/99

STATE OF MONTANA, COUNTY OF LAKE
Recorded: 1104 AUG 26 1997
Microfilm: 384099 RUTH E. HODGES
Fees \$ 54.00 By Judy M. Jones Deputy

John L. Fox
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