

DECLARATION OF RESTRICTIONS

BOOK 1198 PAGE 786

FALCON INDUSTRIES

TO

THE PUBLIC

WHEREAS, THE ABOVE NAMED CORPORATION IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT:

FALCON HEIGHTS SUBDIVISION, FIRST FILING

WHEREAS, THE ABOVE NAMED CORPORATION DESIRES TO PLACE BUILDING RESTRICTIONS ON THE ABOVE DESCRIBED TRACT FOR THE USE AND BENEFIT OF ITSELF, AS THE PRESENT OWNER, AND FOR ITS SUCCESSORS, ASSIGNS, AND GRANTEEES,

NOW, THEREFORE, THIS DECLARATION OF RESTRICTIONS IS MADE TO APPLY HEREAFTER TO THE ABOVE DESCRIBED TRACT.

PERSONS BOUND BY THESE RESTRICTIONS:

ALL PERSONS AND CORPORATIONS WHO NOW OWN OR SHALL HEREAFTER ACQUIRE ANY INTEREST IN AND TO THE ABOVE DESCRIBED TRACT, SHALL BE TAKEN AND HELD TO AGREE AND COVENANT WITH THE OWNER OF SAID TRACT, AND WITH ITS HEIRS AND ASSIGNS, TO CONFORM TO AND OBSERVE THE FOLLOWING COVENANTS, RESTRICTIONS AND STIPULATIONS AS TO THE USE THEREOF, AND AS TO THE CONSTRUCTION OF A RESIDENCE AND IMPROVEMENTS THEREON.

RESTRICTIONS:

1. THE TRACT SHALL BE KNOWN AND DESCRIBED AS A RESIDENTIAL LOT. NO STRUCTURES SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON SUCH RESIDENTIAL LOT, OTHER THAN A ONE SINGLE-FAMILY DWELLING NOT TO EXCEED ONE AND ONE-HALF STORIES IN HEIGHT ABOVE GRADE LINE EXCEPTING TWO-LEVEL HOMES WHERE THE TERRAIN PERMITS, AND A PRIVATE GARAGE FOR NOT MORE THAN TWO CARS, OR THREE CARS WOULD BE PERMISSABLE IF THE SAID GARAGE IS ATTACHED TO THE HOUSE. IF GARAGE IS DETACHED FROM THE HOUSE IT MUST CONFORM TO THE SAME ARCHITECTURAL DESIGN AND OUTWARD APPEARANCE AS THE HOUSE. THE TRACT SHALL BE RESTRICTED TO ONE SINGLE-FAMILY DWELLING AND SHALL NOT BE SUBDIVIDED INTO A SMALLER TRACT OR LOT.
2. NO BUILDING OR OTHER STRUCTURE SHALL BE LOCATED LESS THAN 30 FEET FROM THE FRONT LOT LINE, NOR LESS THAN 20 FEET FROM ANY SIDE LOT LINE, NOR LESS THAN 25 FEET FROM THE REAR LOT LINE.
3. THE RESIDENCE ERECTED ON SAID TRACT SHALL HAVE A GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF OPEN PORCHES AND GARAGES, OF NOT LESS THAN 1,500 SQUARE FEET; PROVIDING, HOWEVER, THAT IF A FULL BASEMENT IS CONSTRUCTED, THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, OVER THE BASEMENT, EXCLUSIVE OF OPEN PORCHES AND GARAGES, SHALL BE NOT LESS THAN 1,200 SQUARE FEET. ANY BUILDINGS OR RESIDENCE ERECTED ON SAID LOT SHALL BE OF NEW CONSTRUCTION AND NO OLD BUILDINGS OR BUILDING SHALL BE MOVED ONTO SAID PREMISES. ALL USED MATERIALS FOR CONSTRUCTION SHALL BE CLEANED AND SHALL BE ESSENTIALLY EQUIVALENT TO NEW MATERIALS, AND SUCH MATERIALS SHALL CONFORM WITH THE MINIMUM STANDARDS ACCEPTABLE TO THE FEDERAL HOUSING ADMINISTRATION.
4. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, OR OTHER OUTBUILDING ERECTED ON SAID LOT SHALL AT ANY TIME BE USED AS A RESIDENCE, TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE, OF WHATSOEVER NATURE, OF A TEMPORARY CHARACTER, BE USED AS A RESIDENCE; PROVIDED, HOWEVER, THAT VACATION-TYPE TRAILERS AND BOATS MAY BE PARKED OR PERMITTED ON THE LOT IF THE SAME ARE PARKED TO THE REAR OF THE LOT AND NOT USED FOR FAMILY LIVING ON THE PREMISES.

5. NO PART OF THE ABOVE DESCRIBED PROPERTY SHALL AT ANY TIME BE USED FOR A NOXIOUS OR OFFENSIVE TRADE, AND NO ACTIVITY SHALL BE DONE THEREON WHICH MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD.
6. NO SIGNS, BILLBOARDS, POSTERS OR ADVERTISING DISPLAYS OR DEVICES OF ANY KIND OR CHARACTER SHALL BE ERECTED OR DISPLAYED ON SAID LOTS, EXCEPTING SUBDIVISION PROMOTION SIGNS AND MAIL BOX OR HOUSE NUMBERS TO IDENTIFY THE OCCUPANCY OF A RESIDENCE BUILDING.
7. NO SWINE, PIGEONS, CHICKENS, TURKEYS, GOATS, SHEEP, RABBITS, COWS, CATTLE, HORSES, OR PONIES SHALL BE PERMITTED ON ANY OF SAID PREMISES EXCEPT SUCH TRACTS OR LOTS THAT ARE OVER 3 ACRES IN SIZE. SAID ANIMALS MAY BE KEPT PROVIDED THEY ARE RESTRAINED AND KEPT IN A CONFINED AREA WITH LIMITED GRAZING SO AS NOT TO DESTROY OR ENDANGER THE NATURAL SPECIES OF GRASS, SHRUBS, TREES OR BEAUTY OF THE AREA.
8. ANY SEPTIC TANK OR SEWAGE OR WASTE DISPOSAL SYSTEM, AND ANY PRIVATE WATER SUPPLY SYSTEMS, INCLUDING WELLS, SHALL BE LOCATED, INSTALLED AND MAINTAINED AT ALL TIMES IN COMPLIANCE WITH STANDARDS ESTABLISHED BY THE MONTANA STATE BOARD OF HEALTH AND BY ANY OTHER GOVERNMENTAL AGENCY HAVING JURISDICTION, AND SAID TRACT SHALL BE SUBJECT TO THE SANITARY RESTRICTIONS AND REQUIREMENTS OF THE STATE OF MONTANA AS PRESCRIBED BY SECTIONS 69-1346, INCLUSIVE, REVISED CODES OF MONTANA, 1947, AND AMENDMENTS THERETO, AND REGULATIONS PERTAINING THERETO AS PROMULGATED BY THE STATE BOARD OF HEALTH OF THE STATE OF MONTANA.
9. NO JUNK (INCLUDING NON-LICENSED AND NON-OPERABLE MOTOR VEHICLES OR PARTS THEREOF), TRASH, DEBRIS, OR INORGANIC WASTE, SHALL BE PERMITTED TO ACCUMULATE ON SAID TRACT OR IN ANY ALLEY OR STREET ADJACENT THERETO, BUT SHALL BE PROMPTLY AND EFFECTIVELY DISPOSED OF, AND SAID TRACT SHALL NOT BE USED AS A DUMPING GROUND OR BURIAL PIT. GARBAGE CONTAINERS WHICH ARE NOT BURIED BELOW GROUND SHALL BE KEPT IN RACKS AND CONCEALED FROM VIEW BY FENCES, HEDGES OR OTHER MEANS. STORAGE TANKS FOR FUEL OR WATER, IF ABOVE GROUND LEVEL, SHALL LIKEWISE BE CONCEALED FROM VIEW.
10. ALL DOGS OR PETS MUST BE RESTRAINED AND KEPT FROM RUNNING AT LARGE.
11. NO FENCE OR HEDGE SHALL EXCEED 4 FEET IN HEIGHT AT ANY POINT WITHIN 30 FEET FROM ANY PRESENTLY PLATTED OR FUTURE STREET. ONLY DECORATIVE FENCING SHALL BE PERMITTED IN THE DEVELOPMENT OF INDIVIDUAL RESIDENTIAL SITES. NO BARBED WIRE MAY BE USED ON BOUNDARY FENCES EXCEPT ONE STRAND STRUNG ABOVE WOVEN WIRE.
12. ANY STRUCTURE HEREAFTER TO BE ERECTED ON SAID TRACT SHALL BE COMPLETED WITHIN 365 DAYS AFTER EQUIPMENT AND/OR MATERIALS TO BE USED IN THE CONSTRUCTION THEREOF HAVE BEEN MOVED ONTO THE LOCATION, AND ALL CONSTRUCTION SHALL BE PURSUED WITH REASONABLE DILIGENCE. NO EXCAVATIONS, EXCEPT SUCH AS ARE NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS, SHALL BE PERMITTED ON SAID TRACT UNTIL SUCH TIME AS THE ACTUAL CONSTRUCTION OF THE HOUSE IS TO BEGIN, EXCEPT THAT THE OWNERS MAY TEST THE SUPPLY OF WATER UNDER SAID LANDS AND MAY DRILL AND EXCAVATE FOR THAT PURPOSE, AS WELL AS TO TEST FOR SUBSOIL CONDITIONS, PROVIDED THAT SUCH TEST SITES ARE REPLACED TO THEIR ORIGINAL CONDITION.
13. THE LOCATION OF ACCESS ROADS AS ESTABLISHED BY DECLARANT SHALL NOT BE ALTERED OR CHANGED WITHOUT THE EXPRESS APPROVAL OF DECLARANT.
14. ALL POWER AND TELEPHONE LINES MUST BE LOCATED BELOW THE SURFACE OF THE GROUND.
15. THE DECLARANT RESERVES THE RIGHT TO GRAZE LIVESTOCK ON SAID SUBDIVISION ON ANY LOT OR LOTS THAT HAVE NOT BEEN SOLD BY THEM.

16. ALL PROPERTY OWNERS MUST SUBSCRIBE TO A FIRE PROTECTIVE SERVICE.

17. PRIOR TO ANY CONSTRUCTION, PLANS AND ARCHITECTUAL DESIGN MUST BE APPROVED BY THE DECLARANT.

RIGHT TO ENFORCE:

THE RESTRICTIONS HEREIN SET FORTH SHALL RUN WITH THE LAND AND BIND THE PRESENT OWNER, AND THEIR SUCCESSORS AND ASSIGNS, TRUSTEES, GRANTEEES, AND ANY AND ALL OTHER PARTIES CLAIMING BY, THROUGH OR UNDER THEM, SHALL BE TAKEN TO HOLD, AGREE AND COVENANT WITH THE OWNER OF SAID TRACT, THEIR SUCCESSORS, ASSIGNS, TRUSTEES AND GRANTEEES, TO CONFORM TO AND OESERVE SAID RESTRICTIONS AS TO THE USE OF SAID TRACT AND THE CONSTRUCTION OF IMPROVEMENTS THEREON, BUT NO RESTRICTIONS HEREIN SET FORTH SHALL BE PERSONALLY BINDING UPON ANY CORPORATION, PERSON OR PERSONS, EXCEPT TO BREACHES COMMITTED DURING ITS, HIS OR THEIR SEIZON OF OR TITLE TO SAID LANDS; AND THE OWNER OR OWNERS OF ANY OF THE ABOVE DESCRIBED LANDS SHALL HAVE THE RIGHT TO SUE FOR AND OBTAIN AN INJUNCTION, PROHIBITIVE OR MANDATORY, TO PREVENT THE BREACH OF, OR TO ENFORCE THE OBSERVATION OF THE RESTRICTIONS ABOVE SET FORTH, IN ADDITION TO ORDINARY LEGAL ACTION FOR DAMAGES; AND THE FAILURE OF THE PRESENT OWNERS IN THE ABOVE DESCRIBED SUBDIVISION, TO ENFORCE THE RESTRICTIONS HEREIN SET FORTH AT THE TIME OF ANY VIOLATION THEREOF, SHALL BE IN NO EVENT DEEMED AS A WAIVER OF THE RIGHT TO DO SO. THE GRANTEEES OF SAID TRACT, BY THE ACCEPTANCE OF A CONVEYANCE, COVENANT AND AGREE TO FAITHFULLY OBSERVE, ABIDE BY AND CONFORM TO ALL OF THE CONDITIONS, COVENANTS AND RESTRICTIONS HEREIN SET FORTH. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF 25 YEARS FROM THE DATE THESE COVENANTS ARE RECORDED, AFTER WHICH TIME SAID COVENANTS AUTOMATICALLY SHALL BE EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS UNLESS CHANGED IN WHOLE OR IN PART BY MUTUAL AGREEMENT.

FALCON INDUSTRIES

Clyde L. Hawks
CLYDE L. HAWKS, PRESIDENT

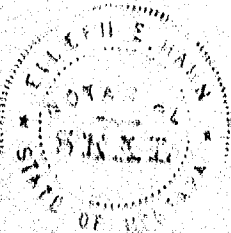
ATTEST: Dolly O. Hawks
DOLLY O. HAWKS, SECRETARY

STATE OF MONTANA)
COUNTY OF YELLOWSTONE) ss.

ON THIS 18th DAY OF August, 1978, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA, PERSONALLY APPEARED CLYDE L. HAWKS AND DOLLY O. HAWKS, KNOWN TO ME TO BE PRESIDENT AND SECRETARY, RESPECTIVELY, OF FALCON INDUSTRIES, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THIS 18th DAY OF August, A.D., 1978.

Eileen E. Hawk
NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES MAY 20, 1979.



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John Lindstrom

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Lindstrom

Re. John H. Eas

STATE OF MONTANA, ss.
County of Yellowstone.

I hereby certify that the within instrument was filed in my office for record on this

day of AUG 18 1937

at 9:10 o'clock A M., and is duly recorded in Book 1192 of

on Page 786

Witness my hand and official seal
MERRILL H. KLUNDT
County Clerk & Recorder

By *[Signature]* Deputy.

Atlas Engineer

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