

CT-10067

Ctl

(17)

8525309320

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 4th day of September, 1985, by JOHN L. JOHNSON, JUANITA C. SMITH, LAWRENCE D. JOHNSON, RODNEY D. JOHNSON, ELAINE G. JOHNSON THURSTON and WENDELL E. JOHNSON, RONALD B. CLEM and KARYL K. CLEM, Kalispell, Montana, and herein collectively referred to as the "Declarant";

W I T N E S S E T H :

THAT WHEREAS, the Declarant is the owner of the following described real property, herein referred to as the "Property" situated in Flathead County, Montana, and more particularly described as follows:

Tract A

The W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32, Township 30 North, Range 21 West, P.M.M., Flathead County, Montana.

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Tract B

The E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32, Township 30 North, Range 21 West, P.M.M., Flathead County, Montana.

Tract C

A tract of land in the W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 33, Township 30 North, Range 21 West, Flathead County, Montana.

EXCEPTING public roads and rights of way.

WHEREAS, Declarant is desirous of subjecting the said real property to the conditions, covenants, and restrictions hereinafter set forth, each and all of which is and are for the benefit of said Property and for each owner thereof, and shall inure to the benefit of and pass with said Property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW THEREFORE, the Declarant being the owner of all of the real property above-described, hereby declares that the said real property is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants and reservations hereinafter set forth; and

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All persons or corporations who now or shall hereafter acquire any interest in and to the above-described property shall be held to agree and covenant with the owner of any of the property located in the tract hereinabove described, or any parcel thereof, and with their heirs, successors and assigns, to conform to and observe the following covenants, restrictions, and conditions as to the use thereof, and as to the construction of dwellings and improvements thereon.

PROTECTIVE COVENANTS

The following Protective Covenants are designed to provide a uniform plan for the development of the hereinabove described Property, and to preserve, insofar as practical, the natural beauty of said Property and to encourage the development of said Property for country residential living.

1. Land Use. All of the parcels of land within the herein described property are designed and intended as and for small farm or ranch tracts, and shall be used only for country residential purposes.

Exception: The normal agricultural use of the land shall be permitted and shall not be in violation of these covenants. Agricultural products and crops may be grown, and farm animals such as livestock and fowl may be kept and raised. However, in order to avoid a large number of animals concentrated in a small area, feedlots and swine farm (swine lots) are expressly prohibited. One pig per ten (10) acres is allowed.

2. Building Types and Uses. No buildings shall be erected, altered, placed or permitted on any tract, parcel or piece of the herein described property, except a dwelling used for residential purposes and its related outbuildings, such as a garage, barn and shelters.

- a) Any dwelling erected or placed upon any of said Property shall be used only as a private, single-family residence, and no dwelling, building or structure may be applied to, used, or occupied as an apartment or multi-family structure. Guest house is permissible.
- b) No housetrailer, mobile home, or any other prefabricated structure designed to be hauled or moved on wheels, shall be used for residential purposes; EXCEPTING, HOWEVER, a housetrailer or mobile home may be used for residential purposes during the period the owner's home is under construction, but only for a period not to exceed 365 days.

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"Factory-built" or "pre-built" homes, designed to be installed or erected upon a permanent foundation, shall be permitted and shall not be classed as a housetrailer or mobile home.

- c) The parking and storage of personal camping trailers or pickup campers, is permitted.
- d) No old, or previously used, buildings, whether intended for use in whole or in part as the main residential structure or for use as a garage or other outbuilding shall be moved, or permitted upon, any of the Property herein described.

3. Dwelling Size. All dwellings or main residential structures must have at least 1200 square feet of finished living area, exclusive of open porches, basements and garages.

4. Density of Dwelling Units. Only (1) single-family dwelling, and related outbuildings, such as a garage, barn and shelters (herein referred to as a "single-family dwelling unit") shall be permitted for each three (3) acres of land in a parcel or tract.

5. Setback Lines. No building or structure shall be erected, placed or located upon any parcel of tract of land within the herein described Property, closer than thirty-five (35) feet to any front, side, rear or any boundary line.

- a) This setback requirement of 35 feet from any boundary line shall also apply to any new tracts or parcels created by the subdivision of an original parcel.

6. Nuisance. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Trailer courts are expressly prohibited.

7. Waste. No part of the Property shall be used or maintained as dumping ground for rubbish, trash, garbage, unused automobiles, or other wastes such as manure.

8. Unused Autos. No automobiles, automobile bodies or parties thereof may be left exposed to public view in an inoperative condition, except during the period the owner is actively engaged in the overhaul or repair (not to exceed four (4) weeks) of any and only one such vehicles at a given time.

GENERAL PROVISIONS

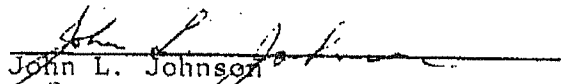
1. These covenants are to run with the land and shall be binding on all parties all persons claiming under them, for a period of twenty (20) years from and after the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of eighty percent (80%) of the land area, herein described, agree in writing to terminate these covenants in their entirety, and such document is recorded upon the records of Flathead County, Montana.

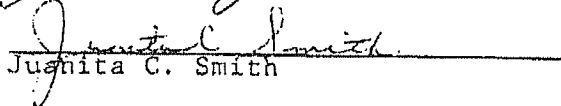
2. The Declarant, or any person hereafter receiving or owning any right, title or interest in any piece or part of the herein described real property, shall have the right to prevent or stop violation of any of the said restrictions by injunction or other lawful procedure, in law or in equity, against the person or persons violated or threatening to violate these restrictive covenants. Any person who shall prosecute an action successfully may recover any damages resulting from such violation, and IT IS EXPRESSLY UNDERSTOOD by any person purchasing this Property that if an action is successfully brought against him for a violation of these covenants that a reasonable attorneys' fee may be assessed against him in addition to any other damages.

3. Invalidation of any one 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.

4. These covenants and any part thereof may be amended or modified in any manner by and with the written consent of the owners of eighty percent (80%) of the land area, herein described and subject to these covenants, wherein such owners agree to such amendments, and such document is recorded upon the records of Flathead County, Montana.

IN WITNESS WHEREOF, the Declarant has executed this instrument the day and year first above written.


John L. Johnson


Juanita C. Smith

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Lawrence D. Johnson
Lawrence D. Johnson

By Juanita C. Smith, att. in fact
Juanita C. Smith,
Attorney-in-Fact

Rodney D. Johnson
Rodney D. Johnson

By Juanita C. Smith, att. in fact
Juanita C. Smith,
Attorney-in-Fact

Elaine G. Johnson Thurston
Elaine G. Johnson Thurston

Wendell E. Johnson
Wendell E. Johnson

By [Signature]
Attorney-in-Fact

[Signature]
Ronald B. Clem

[Signature]
Karyl K. Clem

STATE OF MONTANA)
 : ss.
County of Flathead)

On this 4th day of September, 1985, before me, the undersigned, a Notary Public for the State of Montana, personally appeared JOHN L. JOHNSON, JUANITA C. SMITH, and ELAINE G. JOHNSON THURSTON, all individually and JUANITA C. SMITH as Attorney-in-Fact for LAWRENCE D. JOHNSON and JUANITA C. SMITH as Attorney-in-Fact for RODNEY D. JOHNSON and Elaine G. Johnson Thurston as Attorney-in-Fact for WENDELL E. JOHNSON, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

