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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

THIS DECLARATION made this 14th day of August, 1979, between WILLIAM C. PAULLIN and TOM R. WIGGIN and JAMES R. ERICKSON hereinafter referred to as Declarants, WITNESSETH:

WHEREAS the Declarants are each the owner of a portion of the West half of the Southeast Quarter of Section 26, Township 29 North, Range 22 West, Flathead County, Montana; and

WHEREAS said property is being divided for resale; and

WHEREAS the Declarants desire to place covenants, conditions and restrictions upon said property for the use and benefit of the Declarants as present owners and for the future owners thereof;

NOW THEREFORE, Declarants, being the owners of all of the real property above described, hereby declare 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;

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 tracts 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.

LAND USE: No lot or building plat may be used except for residential purposes only, and no type of building may be erected, altered, placed or permitted to remain except for residential purposes, or garages or livestock barns and shelters.

No dwelling, building or structure may be applied to, used, or occupied, as an apartment or multi-family structure.

No piece, parcel, tract or any part of the herein described property shall be used at any time for any business, trade, manufacture, or any other commercial purpose whatsoever. However, the declarants shall be allowed to carry out what sales activity is necessary to promote the development of said premises.

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, feed lots, poultry and swine farms (swine lots) are expressly prohibited.

GENERAL PROVISIONS: All houses constructed upon the premises shall be constructed in keeping with the location, terrain and environment of the premises and so as not to be unsightly. No houses shall have metal roofs or metal siding that is shiny, and all outbuildings shall likewise be so constructed.

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No housetrailer, mobile home, or any other prefabricated structure designed to be hauled or moved on wheels, shall be used for residential purposes.

"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.

No old, or previously used, buildings, whether intended for use in whole or 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.

Each home shall contain not less than 1200 square "living space" feet, exclusive of attached garages, and this provision applies to "factory-built" or "pre-built" homes, as well as all other types of construction.

Each dwelling shall be fully completed externally, including siding and/or masonry, paint and roof, ground rough graded, and building debris removed within one (1) year from the time construction starts on such building and shall not be occupied until such time as the above work is completed, in addition to the installation and completion of all plumbing fixtures and utilities.

No individual sewage disposal system shall be permitted on any building site unless that system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Montana State Board of Health, the Federal Housing Administration and the County Board of Health, or their successors, and unless said sewage disposal system consists of septic tank of proper size and cesspools and drain fields as required by the Montana State Board of Health.

All utility transmission lines shall be underground.

No temporary building, or partly finished building or structure shall be erected or placed upon this property.

Fuel tanks shall be installed underground or within the building, and in compliance with all fire and other regulations.

The parking and storage of personal camping trailers or pickup campers, is permitted.

Barns or other buildings for shelter or care of livestock shall be in keeping with the architecture of the other buildings, kept in good repair and appearance and sanitary, with maintenance of strict fly and pest control measures.

No part of this property shall be used or maintained as a dumping or storage ground for rubbish, trash, garbage, old automobiles or other wastes. Waste shall be removed at least twice each month. All garbage cans shall be tightly covered.

No automobiles, automobile bodies or parts 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 weeks) of any and only one such vehicle at a given time.

No signs, advertising billboards or advertising structures of any kind shall be erected, used or maintained on this property, except for the purpose of advertising for sale or rent the property upon which it is erected.

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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, particularly feet lots, pig or poultry farms and trailer courts.

No person shall be allowed to destroy game animals, birds or other wildlife, except rodents, within the boundaries of the above-described property, or adjoining property owned by the Declarants.

No lot or parcel shall be subdivided to provide parcels of less than five (5) acres in size for any purpose. There shall not be more than one (1) single family dwelling on each parcel. No building shall be located on any parcel nearer than fifty (50) feet to any property line.

PETS: No animals or birds of any kind shall be raised, bred, kept or maintained on any lot except as herein provided:

(1) They are not raised, bred, kept or maintained for any commercial purpose;

(2) They shall not exceed three (3) in number on any one lot, and they shall be confined to the immediate residential area in such a manner to insure the safety of wildlife and neighboring livestock, fowl or pets. Specifically, the running of wildlife or domestic livestock by pets shall be considered a nuisance.

ALL ANIMALS BIRDS & PETS: All animals, birds and pets maintained on any parcel under the foregoing provisions must further not create or cause a violation of any of the other covenants contained herein, such as an annoyance or nuisance or disturbance to the neighborhood or the residents of any of the other lots, and must be confined to the owners' property in an enclosure which is not unsightly and which has been constructed in conformity to the provisions hereof relating to outbuildings.

ROAD USERS ASSOCIATION: The Declarants shall construct all roads required for the development of the premises, except for private roads, across the various parcels to the homesites. After development and construction by Declarants, the maintenance of the roads so constructed shall be the responsibility of the land-owners. If a majority of the owners of said land determine a need for the development of an association for road maintenance purposes, they may form such an association. Each of said owners shall have one vote in such association. If such an association is formed by a majority of the land owners, membership in said association shall be mandatory to all of the land owners. The Declarants shall be considered an owner and entitled to one vote each. The members by majority vote, may determine assessments for the purpose of purchasing equipment required for maintenance and improvement and for other maintenance costs incurred on said road. Any assessment approved by a majority of the members of the association shall be binding upon all members and any assessments levied by the association not paid when due shall become a continuing lien on the property which shall be binding upon the owners of the various parcels, their heirs, personal representatives, successors and assigns.

TERM AND ENFORCEMENT: The provisions of this Declaration shall be binding upon the parties for a term of twenty (20) years from the date of this Declaration, after which time the provisions of this Declaration shall be automatically extended for successive periods of ten (10) years, UNLESS an instrument signed by three-fourths of the owners of the property herein described, has been recorded, agreeing to changing this Declaration in whole or in part. EXCEPTING HOWEVER, no changes can be made with respect to the subdivision of property herein provided for unless the consent of 100% of the property owners is obtained.

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.

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AMENDMENT: This Declaration may be amended by instrument in writing signed by three-fourths of the owners of the property herein described, which has been recorded, agree to such amendment, EXCEPTING HOWEVER, no changes can be made with respect to the subdivision of property herein provided for unless the consent of 100% of the property owners is obtained.

William C. Paullin
William C. Paullin

Tom R. Wiggan
Tom R. Wiggan

James R. Erickson
James R. Erickson

STATE OF MONTANA)
) ss
County of Flathead)

On this 24 day of August, 1979, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared William C. Paullin, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.



James R. Erickson
Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission expires 1-25-80

STATE OF MONTANA)
) ss
County of Flathead)

On this 24 day of August, 1979, before me, the undersigned a Notary Public for the State aforesaid, personally appeared Tom R. Wiggan, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.



James R. Erickson
Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission expires 1-25-80

STATE OF MONTANA)
) ss
County of Flathead)

On this 24 day of August, 1979, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared James R. Erickson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.



James R. Erickson
Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission expires 1-25-80

Ret. To:
Tom R. Wiggan
160 Ironstone P.O.
Kalispell, Mt.

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STATE OF MONTANA }
County of Flathead } ss
Filed for record at the request of C.B.T.C.
this 30 day of August 1979 at 9:33 o'clock a M and recorded in VOL 676
PAGE 603 Records of Flathead County, State of Montana. Ernie D. Hindman
Fee \$ 8.00 Pd. Flathead County Clerk and Recorder
RECEPTION NO. 13132
RETURN TO _____
INDEXED
COPIED
COMPARED
Janet M. Harris
Deputy