

MISC.

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DECLARATION OF COVENANTS

CONDITIONS & RESTRICTIONS

OF

TUTVEDT NO. 1 & NO. 2

THIS DECLARATION, made this 30th day of January, 1975, by HAROLD A. TUTVEDT and SHIRLEY TUTVEDT, husband and wife, and PAUL R. TUTVEDT and SHARON TUTVEDT, husband and wife, all of Kalispell, Montana, and herein collectively referred to as the "Declarant";

WITNESSETH:

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:

The Southwest Quarter (SW $\frac{1}{4}$); and the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 21, Township 29 North, Range 22 West, M.P.M., Flathead County, Montana;

AND, the North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$); and the West Half of the Southeast Quarter of the Northwest Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$); and the Northeast Quarter of the Southeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 28, Township 29 North, Range 22 West, M.P.M., Flathead County, Montana.

(The above-described property has been surveyed and is further described and identified as tracts or parcels on Certificate of Survey #1921 (Tutvedt #1) and Certificate of Survey #2 (Tutvedt #2), records of Flathead County, Montana.)

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

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.

A) 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.

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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.

a) 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.

b) 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 and swine farms (swine lots) are expressly prohibited.

2) Building Types & Use:

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.

b) No houstrailer, mobile home, or any other prefabricated structure designed to be hauled or moved on wheels, shall be used for residential purposes. Excepting, however, a houstrailer 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.

"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 houstrailer or mobile home.

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

d) 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.

3) Dwelling Size:

All dwellings or main residential structures must have at least 1,200 square feet of main ground floor area, exclusive of open porches, basements, garages or second floors.

4) Density of Dwelling Units:

Only one (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 five (5) acres of land in a parcel or tract.

a) It is the intention of Declarant to limit and restrict the density of dwellings upon the described property to not more than one (1) "single-family dwelling unit" for every five (5) acres of land.

b) To illustrate: If the original Parcel, as described and identified as such in Certificate of Survey #1921 or 1922, records of Flathead County,

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Montana, contains at least twenty (20) acres, but less than twenty-five (25) acres, then the owner or owners of such Parcel shall be permitted to erect up to, but not more than, four (4) separate "single-family dwelling units" upon such Parcel.

5) Setback Lines:

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

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

6) Signs:

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.

7) 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.

8) 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.

9) Unused Autos:

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.

10) Easements:

The property herein described is subject to all easements and roadways as shown upon Certificate of Survey #1921 and Certificate of Survey #1922, records of Flathead County, Montana.

B) OTHER PROPERTY:

WHEREAS, all "other property" in Sections 21 and 28 in Township 29 North, Range 22 West, M.P.M., Flathead County, Montana, ("other property" as used herein is defined as meaning all property in said sections other than as owned by Declarant and hereinabove described), is presently devoted to agricultural uses. NOW THEREFORE, all persons, firms and corporations who shall hereafter acquire any interest in any of the property hereinabove specifically described and now owned by Declarant, takes and acquires said property with the full knowledge and understanding that said "other property" is now being used for agricultural purposes, and such persons, firms and corporations, by the acquisition and acceptance of Declarant's property, agree that said "other property" may continue to be used for any agricultural purpose.

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AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
OF TUTVEDT NO. 1 & NO. 2

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, HAROLD A. TUTVEDT and SHIRLEY TUTVEDT, husband and wife, and PAUL R. TUTVEDT and SHARON TUTVEDT, husband and wife, all of Kalispell, Montana, are the owners of all of the following-described property situated in Flathead County, Montana, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$); and the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 21, Township 29 North, Range 22 West, M.P.M., Flathead County, Montana;

AND, the North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$); and the West Half of the Southeast Quarter of the Northwest Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$); and the Northeast Quarter of the Southeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 28, Township 29 North, Range 22 West, M.P.M., Flathead County, Montana.

(The above-described property has been surveyed and is further described and identified as tracts or parcels on Certificate of Survey #1921 (Tutvedt #1) and Certificate of Survey #2 (Tutvedt #2), records of Flathead County, Montana.)

AND WHEREAS, said property is subject to that certain "Declaration of Covenants, Conditions & Restrictions of Tutvedt No. 1 & No. 2" as recorded on February 24, 1975 in Book 579 at Page 382, records of Flathead County, Montana; and

WHEREAS, said Covenants declare that the same may be amended or modified with the written consent of the owners of eighty per cent (80%) of the above-described land area;

NOW THEREFORE, the undersigned, being the owners of one hundred per cent (100%) of the land area as described in said Declaration of Covenants, do hereby amend and modify said "Declaration of Covenants, Conditions & Restrictions of Tutvedt No. 1 & No. 2," in the following respects:

Section 3, "Dwelling Size" of Paragraph A, "Protective Covenants" is hereby amended and modified by deleting the words "main ground floor" and in lieu thereof by inserting the words "finished living"; and said Section 3 is further amended and modified deleting

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the words "or second floors" at the end of said sentence and in lieu thereof inserting the word "or" preceding the word "garages" and by inserting a period following the word "garages."

AS HEREBY AMENDED AND MODIFIED, said Section 3 of Paragraph A, "Protective Covenants," of said "Declaration of Covenants, Conditions & Restrictions of Tutvedt No. 1 & No. 2" shall henceforth read as follows:

"3) Dwelling Size:

All dwellings or main residential structures must have at least 1,200 square feet of finished living area, exclusive of open porches, basements or garages."

Except as hereinabove amended and modified, said "Declaration of Covenants, Conditions & Restrictions of Tutvedt No. 1 & No. 2" shall continue in all other respects.

Dated this 26th day of June, 1975.

Harold A. Tutvedt
Harold A. Tutvedt

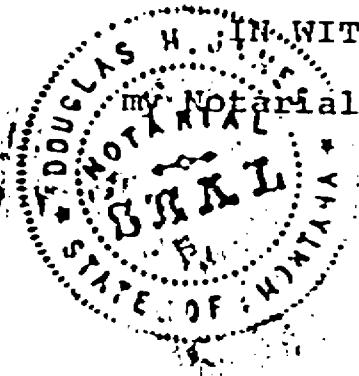
Paul R. Tutvedt
Paul R. Tutvedt

Shirley Tutvedt
Shirley Tutvedt

Sharon Tutvedt
Sharon Tutvedt

STATE OF MONTANA)
) ss.
County of Flathead)

On this 7th day of July, 1975, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Harold A. Tutvedt, Shirley Tutvedt, Paul R. Tutvedt and Sharon Tutvedt, 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 my Notarial Seal the day and year first above written.

Douglas M. James
Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission expires August 28, 1975

RETURN

STATE OF MONTANA) ss
County of Flathead)
Filed for record at the request of Jerry Kestly
this 7th day of July, 1975 at 2:22 o'clock P. M. and
Recorded in Vol. 582 Records of Flathead County, State of
Montana, on page 879
By George L. Smith
County Clerk & Recorder
Deputy

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8402-81
Fee
Return to

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COMPARED	L.

REGISTERED, MONITORING DEPARTMENT OF REGISTRATION
RECORDS & DEEDS
321 - 1ST AVENUE
MILLER, MONTANA 59701