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DECLARATION OF CONDITIONS, COVENANTS
AND RESTRICTIONS

THIS DECLARATION, made this 18th day of October, 1979, by the undersigned, ED ASKELSON and EILEEN ASKELSON, husband and wife, ROBERT B. ASKELSON and JILL D. ASKELSON, husband and wife, ALLEN HUNNICUTT and TERESA K. HUNNICUTT, husband and wife, T. FLOYD JOHNSON and RUTH A. JOHNSON, husband and wife, and PHILIP H. MOELLRING and ARDATH L. MOELLRING, husband and wife, WITNESSETH:

WHEREAS, the undersigned are the owners of certain real property known as COUNTRY ESTATES UNIT NO. 1, according to the recorded plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana, and whereas the undersigned are desirous of subjecting the real property to the restrictions, covenants and reservations 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 owners thereof.

NOW THEREFORE, Ed Askelson and Eileen Askelson, husband and wife, Robert B. Askelson and Jill D. Askelson, husband and wife, Allen Hunnicutt and Teresa K. Hunnicutt, husband and wife, T. Floyd Johnson and Ruth A. Johnson, husband and wife, and Philip H. Moellring and Ardath L. Moellring, husband and wife, being the owners of all of the real property known as COUNTRY ESTATES UNIT NO. 1, according to the plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana, 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:

The covenants, conditions and restrictions hereinafter set forth are designed to provide a uniform plan for the development of the whole of said subdivision:

All persons or corporations who now or shall hereafter acquire any interest in and to the above described property shall be taken and held to agree and covenant with the owner of the lots in said subdivision 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.

1. PURPOSE, USE AND ACTIVITIES:

a. No lot shall be used except for one single family residence and no building shall be erected, altered, placed or permitted to remain except for residential purposes together with the outbuildings approved by the Architectural Control Committee.

b. No lot shall be further subdivided.

c. No temporary building, house trailer, mobile home, basement or partly finished building or structure shall be erected or placed upon this property during construction. All construction shall be complete within one year from the date construction begins. All homes must be of a new construction, and each one and two story structure shall contain not less than 1200 square "living space" feet on main floor; all bi-level and tri-level structures shall not contain less than 600 square "living space" feet on each floor, exclusive of attached garages, basements and open porches.

d. All lots shall be landscaped to the paved street.

e. The parking or storage of campers, camping trailers, pickup campers, trucks over 3/4 ton, boats, trailers or unlicensed vehicles, is prohibited unless it is screened from public view.

f. 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 of the property upon which it is erected.

g. A minimum two car garage shall be provided for each lot.

h. All driveways shall be paved with asphaltic or concrete surfacing from street pavement to garage.

i. No profession, business or manufacture trade or commercial activity may be conducted on the premises.

j. No building on any lot shall be located closer than twenty five (25) feet to the street line, nor closer than ten (10) feet to either side of tract line.

k. Fuel tanks shall be installed underground or within the building structure screened from view. public?

l. For elimination of traffic hazards and to promote traffic safety, no hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in case of a round property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight items.

m. An "Architectural Control Committee" is hereby formed consisting of the developers, Ed Askelson, Eileen Askelson, Robert B. Askelson, Jill D. Askelson, Allen Hunicutt, Teresa K. Hunicutt, T. Floyd Johnson, Ruth A. Johnson, Philip H. Moellring and Ardath J. Moellring, and such lot owners as they may from time to time appoint. At such time as the COUNTRY ESTATES HOMEOWNER'S ASSOCIATION is formed, the Architectural Control Committee shall consist of such person or persons as determined by said Association. All owners intending to construct a dwelling or build any type of structure whatever upon any lot, shall first submit their plans and specifications, in writing, to the Architectural Control Committee. Plans must include proposed exterior colors.

No dwelling, house or other structure or fence shall be erected, placed, or altered on any lot until the construction plans and specifications along with the proposed site therefor have been approved in writing by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and location of the structure with respect to topography and finish grade elevation. Approval or disapproval by the Architectural Control Committee must be in writing. In the event the Committee fails to act within 30 days after the proposed plans and specifications of any structure have been submitted, in writing, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of an entire dwelling, no specific approval shall be required for such structure and the pertinent provisions of this Declaration shall be deemed to have been fully complied with.

n. No fence shall be over six (6) feet in height. There shall be no fence forward of the rear of the house. The fence design shall be approved by the Architectural Control Committee.

o. All utilities shall be underground. There shall be no exterior antennas.

2. ANIMALS, BIRDS AND PETS:

a. No poultry, birds, hogs, or other livestock shall be kept or raised. Cats, dogs, or other small household pets not to exceed two in total number may be kept.

b. All pets are to be leashed or fenced or otherwise confined to the premises.

3. REMOVAL OF WASTE, PROPERTY APPEARANCE AND UPKEEP:

a. 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.

b. All structures upon the property shall be kept in good repair and appearance.

c. No part of this property shall be used or maintained as a dumping ground or storage ground for rubbish, trash, garbage, old automobiles, or other wastes. All waste shall be removed as often as necessary. Equipment for the disposal of such material shall be kept in a clean sanitary condition. Gargage cans shall be concealed except for pickup and must be removed from the street by 6:00 P.M. on the day of pickup. Undeveloped lots shall be mowed at least once a year.

d. All permanent installations of sewer disposal systems shall be located and constructed in accordance with the State Health Department approval.

4. HOMEOWNER'S ASSOCIATION:

The Grantee covenants and agrees that he, she, or they will become and remain a member to COUNTRY ESTATES HOMEOWNER'S ASSOCIATION so long as the Grantee retains any interest in the property conveyed, and by accepting the conveyance the Grantee binds himself, herself or themselves to abide by the by-laws and reasonable rules and regulations of the Association which may be adopted by the Board of Directors from time to time, and the Grantee agrees to pay the Association such annual dues and assessments as its Board of Directors shall fix and determine, and said dues and assessments shall be paid at such time as the Directors shall determine.

The HOMEOWNER'S ASSOCIATION shall be formed at a time to be designated by the developers but no later than when the entire development (to include other units) is complete and shall consist of the owners of each lot of COUNTRY ESTATES UNIT NO. 1 and such other COUNTRY ESTATES units as may be developed on adjacent property now owned by developers. The owner or owners of each lot shall be entitled to a single vote in the Association.

5. WATER UTILITY SYSTEM:

a. Water system will be constructed by the developers to be maintained and operated by the developers, their heirs, successors or assigns, wherein the lot owners can purchase water by contract.

6. GENERAL PROVISIONS:

a. These covenants are to run with the land, and shall be binding on all parties, and all persons claiming under them, for a period of thirty (30) years from 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 a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.

b. The Grantor and every person hereinafter receiving any right, title or interest in any tract in said 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 violating 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 persons purchasing this property that if an action is successfully brought against him for a violation of these covenants, that a reasonable attorney's fee shall be assessed against him in addition to any other damages.

c. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

d. These covenants may be altered or additions made thereto with the written consent of the owners of ninety percent (90%) of the lots (by number) of the owners of lots agreeing thereto, by written amendment, acknowledged by signature and filed with the office of the County Clerk and Recorder of Flathead County, Montana.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first hereinabove written.

Ed Askelson
Ed Askelson

Eileen Askelson
Eileen Askelson

Robert B. Askelson
Robert B. Askelson

Jill D. Askelson
Jill D. Askelson

Allen Hunnicutt
Allen Hunnicutt

Teresa K. Hunnicutt
Teresa K. Hunnicutt

T. Floyd Johnson
T. Floyd Johnson

Ruth A. Johnson
Ruth A. Johnson

Philip H. Moelling
Philip H. Moelling

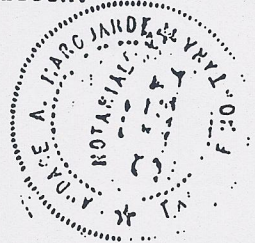
Ardath L. Moelling
Ardath L. Moelling

STATE OF MONTANA }
COUNTY OF FLATHEAD } ss.

On this 13th day of October, 1975, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Ed Askelson, Eileen Askelson, Robert B. Askelson, Jill D. Askelson, Allen Hunnicutt, Teresa K. Hunnicutt, T. Floyd Johnson, Ruth A. Johnson, Philip H. Moelling, and Ardath L. Moelling, known to me to be the persons whose names are subscribed to the foregoing 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.

Constance A. Macmillan
Notary Public for the State of Montana
Residing at Kobleskill, NY
My commission expires 4-1-80



INDEXED	—
RECORDED	—
COMPAID	<u>L</u>

STATE OF MONTANA, }
County of Flathead } ss

Filed for record at the request of C.T.F.
this 22nd day of December, 1977 at 9:30 o'clock A M and recorded in VOL. 682
PAGE 57 Records of Flathead County, State of Montana.
Fee \$ 10.00 Pd.

RECEPTION NO. 16800

RETURN TO C.T.F.
Box 1310

Lris J. Hindman
Flathead County Clerk and Recorder
Francis D. Charbonneau
Deputy

Country Estates
Unit #2,
lots 49-107

DECLARATION OF CONDITIONS, COVENANTS
AND RESTRICTIONS OF
COUNTRY ESTATES UNIT NO. 2

THIS DECLARATION, made this 22nd day of March, 1983, by COUNTRY ESTATES, a Montana corporation, 2588 Highway 93 North, Kalispell, Montana, 59901, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property known as COUNTRY ESTATES UNIT NO. 2, according to the recorded plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana; and

WHEREAS, Declarant is desirous of subjecting the above described 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 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, Country Estates (Declarant), being the owner of all of the real property known as COUNTRY ESTATES UNIT NO. 2, above described, hereby declares that the said real property is, and shall be, held, transferred, sold and conveyed subject to the conditions, covenants, and restrictions hereinafter set forth;

All persons or corporations who hereafter shall own or acquire any interest in and to any portion of the above described property, shall be held to agree and covenant with all other owners of the lots in said subdivision and with their heirs, successors and assigns, to conform to and observe the conditions, covenants and restrictions hereinafter set forth as to the use of said property and as to the construction of dwellings and improvements thereon.

The following conditions, covenants and restrictions are designed to provide a uniform plan for the development of the whole of said subdivision:

1. PURPOSE, USE AND ACTIVITIES:

a. No lot shall be used for any purpose other than residential; and no buildings shall be erected, altered, placed or permitted thereon except for one single-family residence and its related outbuildings as approved by the Architectural Control Committee.

b. No lot shall be further subdivided.

~~c. No temporary building, house trailer, mobile home, basement or partly finished building or structure shall be erected or placed upon this property during construction. All construction shall be completed within one year from the date construction begins. All homes must be of a new construction, and each one and two story structure shall contain not less than 1200 square "living space" feet on the main floor; all bi-level and tri-level structures shall contain not less than 600 square "living space" feet on each floor, exclusive of attached garages, basements and open porches.~~

amended
3/1/85

See Amendment attached ^{See} Page 5

d. All lots shall be landscaped to the paved street.

e. The parking or storage of campers, camping trailers, pickup campers, trucks over 3/4 ton, boats, trailers or unlicensed vehicles, is prohibited unless it is screened from public view.

amended
3/11/85

f. 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.

See
page 5

g. A minimum two-car garage shall be provided for each lot.

h. All driveways shall be paved with asphaltic or concrete surfacing from street pavement to garage.

i. No profession, business or manufacture trade or commercial activity may be conducted on the premises.

j. No building on any lot shall be located closer than twenty-five (25) feet to the street line, nor closer than ten (10) feet to either side of lot line.

k. Fuel tanks shall be installed underground or within the building structure, screened from view.

l. For elimination of traffic hazards and to promote traffic safety, no hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a round property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight items.

m. All owners intending to construct a dwelling or build any type of structure whatever upon any lot shall first submit their plans and specifications, in writing, to the Architectural Control Committee hereinafter referred to. Plans must include proposed exterior colors.

No dwelling, house or other structure, or fence, shall be erected, placed, or altered on any lot until the construction plans and specifications, along with the proposed site therefor, have been approved, in writing, by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and location of the structure with respect to topography and finish grade elevation. Approval or disapproval by the Architectural Control Committee must be in writing. In the event the Committee fails to act within 30 days after the proposed plans and specifications of any structure have been submitted in writing, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of an entire dwelling, no specific approval shall be required for such structure, and the pertinent provisions of this Declaration shall be deemed to have been fully complied with.

The Architectural Control Committee shall be a committee of the Country Estates Homeowners Association, and its members shall be determined by said Association.

n. No fence shall be over six (6) feet in height. There shall be no fence forward of the rear of the house. The fence design shall be approved by the Architectural Control Committee.

o. All utilities shall be underground. There shall be no exterior antennas.

2. ANIMALS, BIRDS AND PETS:

a. No poultry, birds, hogs, or other livestock shall be kept or raised. Cats, dogs, or other small household pets not to exceed two in total number, may be kept.

b. All pets are to be leashed or fenced or otherwise confined to their owner's premises.

3. REMOVAL OF WASTE, PROPERTY APPEARANCE AND UPKEEP:

a. 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.

b. All structures upon the property shall be kept in good repair and appearance.

c. No part of this property shall be used or maintained as a dumping ground or storage ground for rubbish, trash, garbage, old automobiles, or other wastes. All waste shall be removed as often as necessary. Equipment for the storage of such waste shall be kept in a clean sanitary condition. Garbage cans shall be concealed from public view except for pickup and must be removed from the street by 6:00 p.m. on the day of pickup. Wood for fuel or fireplace use shall be stacked in a neat manner in an area to the rear of any structures located on the premises. No logs to be utilized for wood-burning purposes shall be allowed. Undeveloped lots shall be mowed at least once a year.

d. All permanent installations of sewer disposal systems shall be located and constructed in accordance with State Health Department approval.

4. HOMEOWNERS ASSOCIATION:

All lot owners covenant and agree that they will become and remain members of COUNTRY ESTATES HOMEOWNERS ASSOCIATION so long as they retain any interest in the property in Country Estates Unit No. 2, and will abide by the by-laws and reasonable rules and regulations of the Association which may be adopted by the Board of Directors from time to time; and further, that they will pay the Association such annual dues and assessments as its Board of Directors shall fix and determine, said dues and assessments to be paid at such time as the Directors shall determine. The owner or owners of each lot in Country Estates Unit No. 2 shall be entitled to a single vote in said Association.

5. WATER UTILITY SYSTEM:

Declarant, its successors and assigns, shall construct, maintain and operate a water system to furnish water to all of

the lots in Country Estates Unit No. 2 and other Country Estates Units. All lot owners shall purchase water from the operator of said water system. The water rate to be charged lot owners shall be that rate authorized and established from time to time by the Montana Public Service Commission. No private water systems shall be allowed.

6. GENERAL PROVISIONS:

a. These covenants are to run with the land, and shall be binding on all parties, and all persons claiming under them, for a period of thirty (30) years from 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 a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.

b. Declarant and every person hereafter receiving any right, title or interest in any lot in Country Estates Unit No. 2 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 violating 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 attorney's fee shall be assessed against him in addition to any other damages.

c. 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.

d. These covenants may be altered or additions made thereto with the written consent of the owners of seventy-five percent (75%) of the lots (by number) agreeing thereto, and with the approval of the Board of County Commissioners of Flathead County, Montana. The document containing all such amendments or alterations shall be signed, acknowledged and recorded in the office of the County Clerk and Recorder of Flathead County, Montana.

IN WITNESS WHEREOF, Declarant has caused this document to be executed the day and year first above written.

COUNTRY ESTATES, a Montana corporation

(SEAL)

By: E. J. Anderson
President

ATTEST:

J. J. Anderson
Secretary

AMENDMENT TO
DECLARATION OF CONDITIONS, COVENANTS
AND RESTRICTIONS OF
COUNTRY ESTATES UNIT NO. 2

The undersigned being the owners of more than seventy-five percent of the lots (by number) of Country Estates Unit No. 2 hereby amend the Declaration of Conditions, Covenants and Restrictions recorded in Book 768 Page 157, records of Flathead County, Montana as follows:

Paragraph 1.c. is replaced in its entirety as follows:
No temporary building, house trailer, mobile home, basement or partly finished building or structure shall be erected or placed upon this property during construction. All construction shall be completed within one year from the date construction begins. All homes must be of a new construction, and each one and two story structure shall contain not less than 1,500 square feet "living space" on the main floor; all split-level and tri-level structures shall contain not less than 2,000 square feet "living space" above grade, exclusive of attached garages, basements and open porches.

Paragraph 1.e. is replaced in its entirety as follows:
The storage of campers, camping trailers, pickup campers, trucks over 3/4 ton, boats, trailers or unlicensed vehicles, is prohibited unless it is screened from public view.

A new Paragraph 1.p. is added as follows:
All lots shall be mowed as necessary to reduce fire hazard and to present a satisfactory appearance. The Homeowners Association, after 10 days notice to a property owner, may have a lot mowed not more than twice a year. Costs of such mowing shall be billed to the owner and shall become a lien against the property until paid.

In Witness Whereof the undersigned have set their hands and seals this 11th day of March, 1985.

Country Estates, Inc.

Ed Askelson Pres
by Ed Askelson, President

Floyd Johnson Sec
by Floyd Johnson, Secretary

STATE OF MONTANA)
County of Flathead) ss.

On this 11th day of March, 1985, before me, the undersigned Notary Public for the State aforesaid, personally appeared Ed Askelson, the President of Country Estates, Inc., and Floyd Johnson, the Secretary of Country Estates, Inc., a Montana Corporation, the Corporation having executed the within instrument, and acknowledged to me that such Corporation executed the same.

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

Andy W. Mansfield
Notary Public for the State of Montana
Residing at Bozeman MT
My Commission expires 11/28/86

AMENDMENT TO
DECLARATION OF CONDITIONS, COVENANTS
AND RESTRICTIONS OF
COUNTRY ESTATES UNIT NO. 2

The undersigned being the owners of more than seventy-five percent of the lots (by number) of Country Estates Unit No. 2 hereby amend the Declaration of Conditions, Covenants and Restrictions recorded in Book 768 Page 157, records of Flathead County, Montana as follows:

Paragraph 1.c. is replaced in its entirety as follows:
No temporary building, house trailer, mobile home, basement or partly finished building or structure shall be erected or placed upon this property during construction. All construction shall be completed within one year from the date construction begins. All homes must be of a new construction, and each one and two story structure shall contain not less than 1,500 square feet "living space" on the main floor; all split-level and tri-level structures shall contain not less than 2,000 square feet "living space" above grade, exclusive of attached garages, basements and open porches.

Paragraph 1.e. is replaced in its entirety as follows:
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A new Paragraph 1.p. is added as follows:
All lots shall be mowed as necessary to reduce fire hazard and to present a satisfactory appearance. The Homeowners Association, after 10 days notice to a property owner, may have a lot mowed not more than twice a year. Costs of such mowing shall be billed to the owner and shall become a lien against the property until paid.

In Witness Whereof the undersigned have set their hands and seals this 11th day of March, 1985.

Country Estates, Inc.

Ed Askelson Pres
by Ed Askelson, President

Floyd Johnson Sec
by Floyd Johnson, Secretary

STATE OF MONTANA
County of Flathead }

ss.

On this 11th day of March, 1985, before me, the undersigned Notary Public for the State aforesaid, personally appeared Ed Askelson, the President of Country Estates, Inc., and Floyd Johnson, the Secretary of Country Estates, Inc., a Montana Corporation, the Corporation having executed the within instrument, and acknowledged to me that such Corporation executed the same.

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

Lindell W. Johnson

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SECOND AMENDMENT TO
DECLARATION OF CONDITIONS, COVENANTS
AND RESTRICTIONS OF
COUNTRY ESTATES UNIT NO. 2

The undersigned being the owners of more than seventy-five percent of the lots (by number) of Country Estates Unit No. 2 hereby amend the Amendment to the Declaration of Conditions, Covenants and Restrictions recorded as Instrument Rec. No. 85078 14080, records of Flathead County, Montana as follows:

Paragraph 1.c. is replaced in its entirety as follows:
No temporary building, house trailer, mobile home, basement or partly finished building or structure shall be erected or placed upon this property during construction. All construction shall be completed within one year from the date construction begins. All homes must be of new construction. Each one story house shall contain not less than 1,500 square feet of living space. Each split or tri-level house shall be off set and contain not less than 1,500 square feet above grade. Each two story house, either full or partial shall contain not less than 1,200 square feet of living space on the first floor and not less than enough square feet of living space on the second floor to make a total of 2,000 square feet of living space in the entire house. All houses will have living space measured exclusive of attached garages, basement or open porches.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 11th day of April, 1985.

Country Estates, Inc.

by Ed Askelson, President

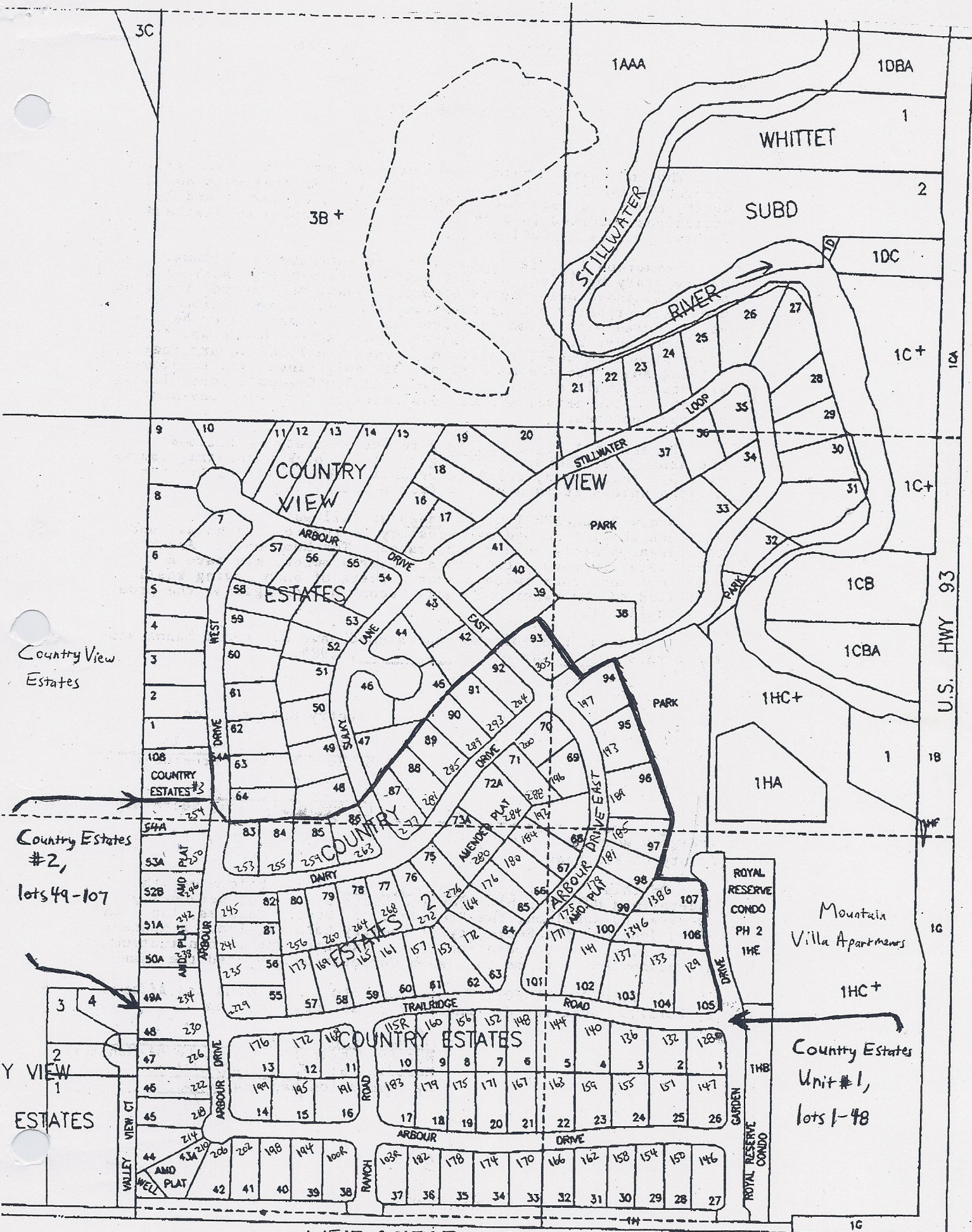
by Floyd Johnson, Secretary

STATE OF MONTANA)
County of Flathead) ss.

On this 11th day of April, 1985, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Ed Askelson, the President of Country Estates, Inc., and Floyd Johnson, the Secretary of Country Estates, Inc., a Montana Corporation, the Corporation having executed the within instrument, and acknowledged to me that such Corporation executed the same.

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

Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission expires January 28, 1986



WEST RESERVE DRIVE

Country Estates
Unit #2,
lots 49-107

DECLARATION OF CONDITIONS, COVENANTS
AND RESTRICTIONS OF
COUNTRY ESTATES UNIT NO. 2

THIS DECLARATION, made this 22nd day of March, 1983, by COUNTRY ESTATES, a Montana corporation, 2588 Highway 93 North, Kalispell, Montana, 59901, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property known as COUNTRY ESTATES UNIT NO. 2, according to the recorded plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana; and

WHEREAS, Declarant is desirous of subjecting the above described 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 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, Country Estates (Declarant), being the owner of all of the real property known as COUNTRY ESTATES UNIT NO. 2, above described, hereby declares that the said real property is, and shall be, held, transferred, sold and conveyed subject to the conditions, covenants, and restrictions hereinafter set forth;

All persons or corporations who hereafter shall own or acquire any interest in and to any portion of the above described property, shall be held to agree and covenant with all other owners of the lots in said subdivision and with their heirs, successors and assigns, to conform to and observe the conditions, covenants and restrictions hereinafter set forth as to the use of said property and as to the construction of dwellings and improvements thereon.

The following conditions, covenants and restrictions are designed to provide a uniform plan for the development of the whole of said subdivision:

1. PURPOSE, USE AND ACTIVITIES:

a. No lot shall be used for any purpose other than residential; and no buildings shall be erected, altered, placed or permitted thereon except for one single-family residence and its related outbuildings as approved by the Architectural Control Committee.

b. No lot shall be further subdivided.

~~c. No temporary building, house trailer, mobile home, basement or partly finished building or structure shall be erected or placed upon this property during construction. All construction shall be completed within one year from the date construction begins. All homes must be of a new construction, and each one and two story structure shall contain not less than 1200 square "living space" feet on the main floor; all bi-level and tri-level structures shall contain not less than 600 square "living space" feet on each floor, exclusive of attached garages, basements and open porches.~~

Amended
3/1/85

See Amendment attached ^{See} Page 5

- d. All lots shall be landscaped to the paved street.
- e. The parking or storage of campers, camping trailers, pickup campers, trucks over 3/4 ton, boats, trailers or unlicensed vehicles, is prohibited unless it is screened from public view.
- f. 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.
- g. A minimum two-car garage shall be provided for each lot.
- h. All driveways shall be paved with asphaltic or concrete surfacing from street pavement to garage.
- i. No profession, business or manufacture trade or commercial activity may be conducted on the premises.
- j. No building on any lot shall be located closer than twenty-five (25) feet to the street line, nor closer than ten (10) feet to either side of lot line.
- k. Fuel tanks shall be installed underground or within the building structure, screened from view.
- l. For elimination of traffic hazards and to promote traffic safety, no hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a round property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight items.
- m. All owners intending to construct a dwelling or build any type of structure whatever upon any lot shall first submit their plans and specifications, in writing, to the Architectural Control Committee hereinafter referred to. Plans must include proposed exterior colors.

amended
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see
page 5

No dwelling, house or other structure, or fence, shall be erected, placed, or altered on any lot until the construction plans and specifications, along with the proposed site therefor, have been approved, in writing, by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and location of the structure with respect to topography and finish grade elevation. Approval or disapproval by the Architectural Control Committee must be in writing. In the event the Committee fails to act within 30 days after the proposed plans and specifications of any structure have been submitted in writing, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of an entire dwelling, no specific approval shall be required for such structure, and the pertinent provisions of this Declaration shall be deemed to have been fully complied with.

The Architectural Control Committee shall be a committee of the Country Estates Homeowners Association, and its members shall be determined by said Association.

n. No fence shall be over six (6) feet in height. There shall be no fence forward of the rear of the house. The fence design shall be approved by the Architectural Control Committee.

o. All utilities shall be underground. There shall be no exterior antennas.

2. ANIMALS, BIRDS AND PETS:

a. No poultry, birds, hogs, or other livestock shall be kept or raised. Cats, dogs, or other small household pets not to exceed two in total number, may be kept.

b. All pets are to be leashed or fenced or otherwise confined to their owner's premises.

3. REMOVAL OF WASTE, PROPERTY APPEARANCE AND UPKEEP:

a. 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.

b. All structures upon the property shall be kept in good repair and appearance.

c. No part of this property shall be used or maintained as a dumping ground or storage ground for rubbish, trash, garbage, old automobiles, or other wastes. All waste shall be removed as often as necessary. Equipment for the storage of such waste shall be kept in a clean sanitary condition. Garbage cans shall be concealed from public view except for pickup and must be removed from the street by 6:00 p.m. on the day of pickup. Wood for fuel or fireplace use shall be stacked in a neat manner in an area to the rear of any structures located on the premises. No logs to be utilized for wood-burning purposes shall be allowed. Undeveloped lots shall be mowed at least once a year.

d. All permanent installations of sewer disposal systems shall be located and constructed in accordance with State Health Department approval.

4. HOMEOWNERS ASSOCIATION:

All lot owners covenant and agree that they will become and remain members of COUNTRY ESTATES HOMEOWNERS ASSOCIATION so long as they retain any interest in the property in Country Estates Unit No. 2, and will abide by the by-laws and reasonable rules and regulations of the Association which may be adopted by the Board of Directors from time to time; and further, that they will pay the Association such annual dues and assessments as its Board of Directors shall fix and determine, said dues and assessments to be paid at such time as the Directors shall determine. The owner or owners of each lot in Country Estates Unit No. 2 shall be entitled to a single vote in said Association.

5. WATER UTILITY SYSTEM:

Declarant, its successors and assigns, shall construct, maintain and operate a water system to furnish water to all of

the lots in Country Estates Unit No. 2 and other Country Estates Units. All lot owners shall purchase water from the operator of said water system. The water rate to be charged lot owners shall be that rate authorized and established from time to time by the Montana Public Service Commission. No private water systems shall be allowed.

6. GENERAL PROVISIONS:

a. These covenants are to run with the land, and shall be binding on all parties, and all persons claiming under them, for a period of thirty (30) years from 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 a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.

b. Declarant and every person hereafter receiving any right, title or interest in any lot in Country Estates Unit No. 2 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 violating 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 attorney's fee shall be assessed against him in addition to any other damages.

c. 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.

d. These covenants may be altered or additions made thereto with the written consent of the owners of seventy-five percent (75%) of the lots (by number) agreeing thereto, and with the approval of the Board of County Commissioners of Flathead County, Montana. The document containing all such amendments or alterations shall be signed, acknowledged and recorded in the office of the County Clerk and Recorder of Flathead County, Montana.

IN WITNESS WHEREOF, Declarant has caused this document to be executed the day and year first above written.

(SEAL)

ATTEST:

J. J. [Signature]
Secretary

COUNTRY ESTATES, a Montana corporation

By: E. J. [Signature]
President

AMENDMENT TO
DECLARATION OF CONDITIONS, COVENANTS
AND RESTRICTIONS OF
COUNTRY ESTATES UNIT NO. 2

The undersigned being the owners of more than seventy-five percent of the lots (by number) of Country Estates Unit No. 2 hereby amend the Declaration of Conditions, Covenants and Restrictions recorded in Book 768 Page 157, records of Flathead County, Montana as follows:

Paragraph 1.c. is replaced in its entirety as follows:
No temporary building, house trailer, mobile home, basement or partly finished building or structure shall be erected or placed upon this property during construction. All construction shall be completed within one year from the date construction begins. All homes must be of a new construction, and each one and two story structure shall contain not less than 1,500 square feet "living space" on the main floor; all split-level and tri-level structures shall contain not less than 2,000 square feet "living space" above grade, exclusive of attached garages, basements and open porches.

Paragraph 1.e. is replaced in its entirety as follows:
The storage of campers, camping trailers, pickup campers, trucks over 3/4 ton, boats, trailers or unlicensed vehicles, is prohibited unless it is screened from public view.

A new Paragraph 1.p. is added as follows:
All lots shall be mowed as necessary to reduce fire hazard and to present a satisfactory appearance. The Homeowners Association, after 10 days notice to a property owner, may have a lot mowed not more than twice a year. Costs of such mowing shall be billed to the owner and shall become a lien against the property until paid.

In Witness Whereof the undersigned have set their hands and seals this 11th day of March, 1985.

Country Estates, Inc.

Ed Askelson Pres
by Ed Askelson, President

Floyd Johnson Sec
by Floyd Johnson, Secretary

STATE OF MONTANA)
County of Flathead) ss.

On this 11th day of March, 1985, before me, the undersigned Notary Public for the State aforesaid, personally appeared Ed Askelson, the President of Country Estates, Inc., and Floyd Johnson, the Secretary of Country Estates, Inc., a Montana Corporation, the Corporation having executed the within instrument, and acknowledged to me that such Corporation executed the same.

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

Carol W. Mansfield
Notary Public for the State of Montana
Residing at Kennel Mt
My Commission expires 11/21/86

3C

1 Acre = 43,560 sq. ft.

TAAA

10BA

WHITTET

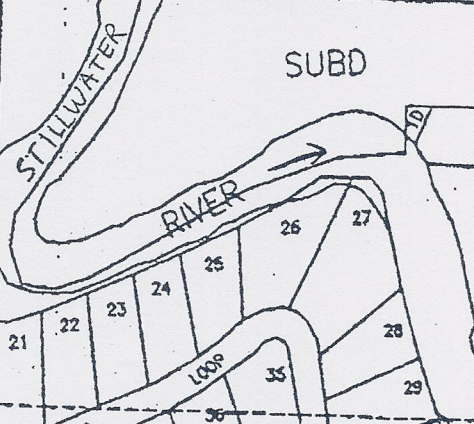
1

3B+

SUBD

2

10C



10C+

10

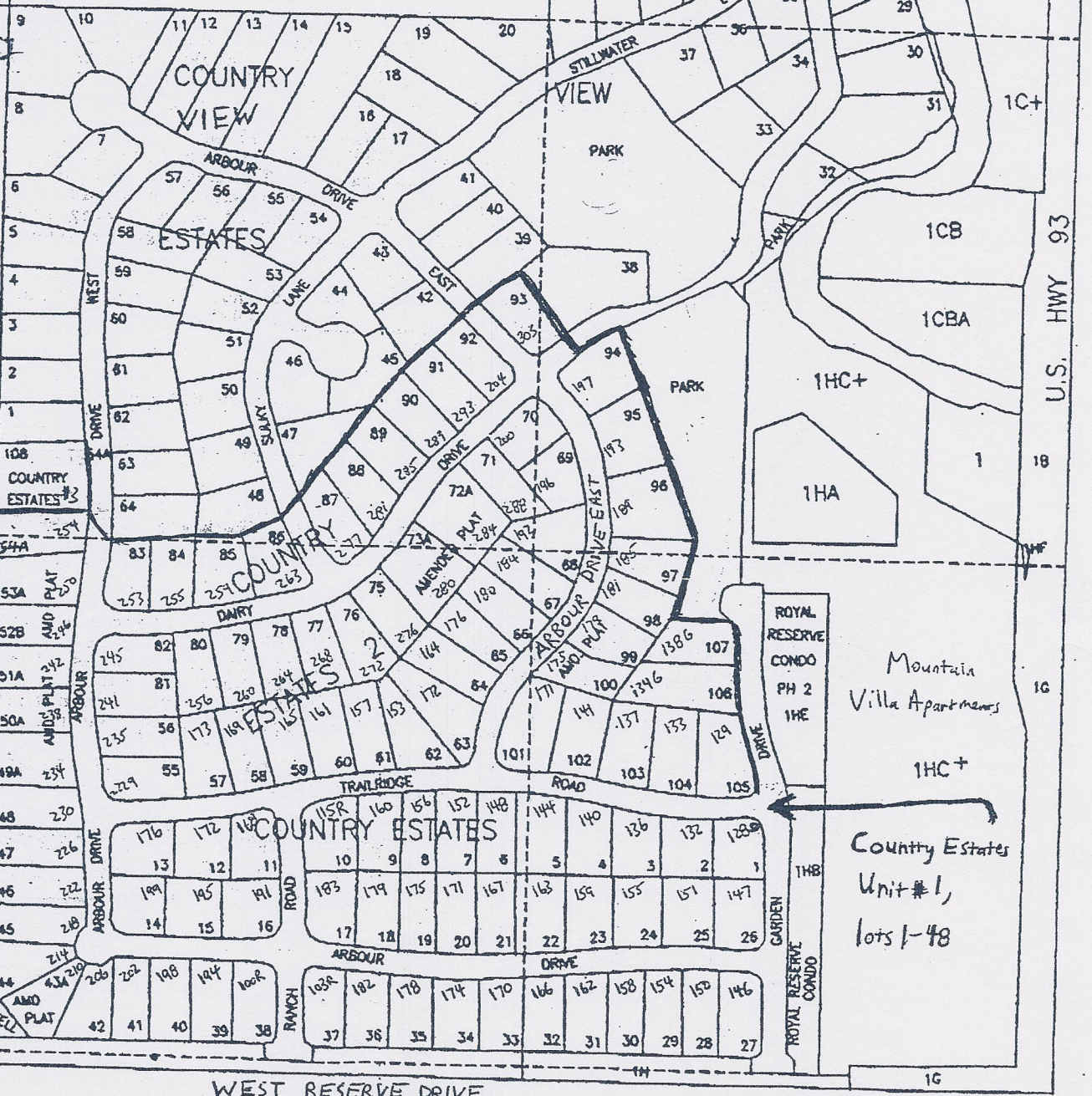
10C+

County Zoning R-2

COUNTRY VIEW

VIEW

Country View Estates



Country Estates #2, lots 49-107

ROYAL RESERVE CONDO PH 2 1HE
Mountain Villa Apartments

Country Estates Unit #1, lots 1-48

WEST RESERVE DRIVE