

203199 BOOK: 312 RECORDS PAGE: 247 Pages: 8
STATE OF MONTANA LINCOLN COUNTY
RECORDED: 05/23/2007 2:55 KOI: COVENANTS
TAMMY D. LAUER CLERK AND RECORDER
FEE: \$56.00 BY: *Seanne Dennis*
TO: LINCOLN COUNTY TITLE CO. 119 W.5TH ST., LIBBY, MONTANA 59923

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

This Declaration made this 23 day of May, 2007, by the undersigned, hereinafter called the Declarants, states:

I. RECITAL:

Declarants are the owners of real property described in Part II and are desirous of subjecting this property to the conditions, covenants and restrictions set forth in Part III, all of which is intended for the benefit of the property and for each owner thereof. These conditions, covenants and restrictions shall run with the land and each parcel or lot contained therein and shall apply to and shall bind all successive owners of every parcel or lot.

II. PROPERTY SUBJECT TO THIS DECLARATION:

The real property affected by this declaration is described as follows:

MOUNT SNOWY VISTA SUBDIVISION

No other property, other than that described above, shall be subjected to this declaration, unless and until specifically made subject thereto.

III. DECLARATION:

The foregoing described real property is subject to the following set of restrictions, covenants, reservations and conditions to insure the best use, appropriate development, and improvements of each lot and building site; and, further, to protect the owners of building sites against improper use of surrounding building sites as will deprecate, depreciate or otherwise adversely affect the value of their property; to preserve the natural beauty of said property; and in general, to provide the quality of improvements within the described property and surrounding properties and thereby enhance the value of improvements made by the purchasers of the parcels, lots and building sites:

1. No lot shall be subdivided to less than three and one half (3.5) acres, except lot three (3), and only one (1) single family residence shall be permitted on each lot. The residence, or any structure associated therewith on any lot shall not be located closer than thirty (30) feet from any property line.
2. No single family residence shall be constructed which has a main floor area of less than eleven hundred (1100) square feet, exclusive of basement and attached garage area, except two-story buildings which can have a main floor of not less than nine hundred (900) square feet. No dwelling or other structure shall exceed thirty (30) feet in height above the ground level, not including the ground level.
3. No basement, tent, shack, garage, barn, mobile home or other outbuilding shall be erected at any time to be used as a residence, or for the purpose of sheltering logging trucks, heavy logging equipment or any type of heavy construction equipment.
4. No single-family residence shall be allowed to remain with the exterior unfinished or unpainted for more than one (1) year from the date of beginning construction. All exterior construction shall be completed within twelve (12) months of its starting

date. If metal roofs are installed they must have and be maintained with a dark, non-glare finish.

5. No livestock shall be permitted, except for horses will be allowed on Lot 7, and dogs, cats, and other household pets. No commercial activities shall be permitted or allowed to be conducted on any lot or parcel and no gas, oil, mineral, quarry or gravel operation shall be permitted on any lot or parcel.
6. All individual or community water and or sewage systems shall be designed, installed and maintained in compliance with rules, regulations, and standards established by the Montana Department of Health and Environmental Sciences and the Lincoln County Board of Health.
7. All electrical, telephone, or other utilities shall be installed underground from the service line to the dwelling unit. Solar roof panels shall be allowed, but shall not be allowed to be maintained at a height more than three (3) feet above the highest roof line of the residence or garage to which they are attached.
8. No junk (including non-operable motor vehicles or parts thereof), trash, debris or other forms of solid waste, shall be allowed to accumulate on any lot or parcel but shall be promptly and officially disposed of. All rubbish, trash, garbage and other putrefied forms of waste shall be kept in sanitary containers equipped with tight fitting lids. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
9. Each family residence shall be built to conform to the general esthetics of the area, minimal amounts of vegetation shall be removed for residential development, and all structures and improvements are to be kept and maintained in a good and sightly condition.
10. No billboards or advertising signs of any character (except "For Sale" signs) and two signs identifying the subdivision (located near the exterior boundary of the subdivision) shall be erected, placed, maintained or permitted on any lot. Standard address signage shall be allowed.
11. No portion of a tree or any other vegetation will extend to within 20-25 feet of the outlet of a stovepipe or chimney.
12. Existing topsoil will be stripped and stockpiled wherever soil is to be disturbed for roads, excavation, grading, etc. Topsoil will be replaced on all disturbed areas. Upon completion of the grading, it will be fertilized and seeded with native or commercial grass. Any offsite topsoil or gravel will be inspected for noxious weeds prior to delivery to the site.
13. Roofs of structures will be constructed of, or made to be fire resistant material and kept free of debris such as pine needles, leaves, moss, etc.
14. A thirty (30) foot perimeter will be kept around structures in which weeds, brush, and other debris capable of rapidly transmitting fire are removed.

15. A minimum setback distance for any development is to be maintained to a distance of at least thirty (30) feet from any property line. No storage for R.V.s, boats, vehicles or any other items shall be allowed in the thirty (30) foot setback. It is the intent that the set back area be maintained as green areas.
16. No firearms shall be discharges within the subdivision
17. Only one R.V. can be parked on any Lot at one time.

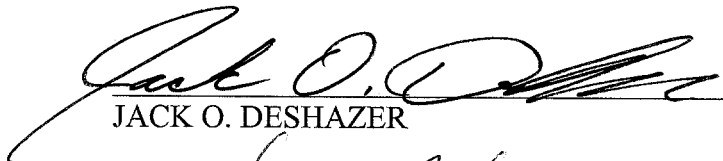
The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, altered, abandoned, terminated or amended, in whole or in part, except by written consent, duly recorded in the office of the Clerk and Recorder of Lincoln County, Montana, of the Lincoln County Board of Commissioners and the owners of the privately owned land included within the boundaries of the property.

These restrictions, covenants, reservations and conditions are to run with the land and shall be binding on all parties owning property within MT. SNOWY SUBDIVISION, and shall be in effect for a period of ten (10) years from the date hereof, after which time said covenants shall be extended automatically for successive periods of ten (10) years unless a written instrument signed by eighty percent (80%) of the current owners of lots has been recorded to amend this Declaration or any parts thereof.

Enforcement shall be by proceeding at law or in equity against any person or persons in violation or attempting to violate any of the aforementioned restrictions, either to restrain violation or to recover damages.

Invalidation of any one of these restrictions, covenants, reservations or conditions, by judgment, or by court order, shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have executed this instrument the day and year first herein above written.



JACK O. DESHAZER

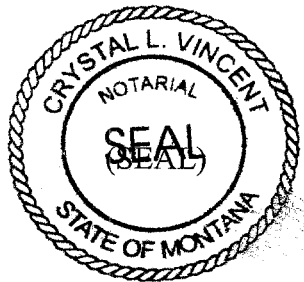



STEWART L. BRISKIN

STATE OF MONTANA)
)ss.
County of Lincoln)

On this 23 day of May, 2007, before me, a Notary Public in and for said State, personally appeared JACK O. DESHAZER and STEWART L. BRISKIN, 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 seal the day and year first above written.





Notary Public for the State of Montana
Residing at Libby, Lincoln County
My commission expires: 9-7-2010

Rick Breiland
RICK BREILAND

Jody Breiland
JODY BREILAND

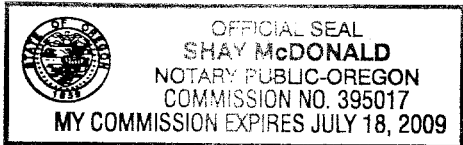
STATE OF OREGON)
County of Multnomah)ss.
)

On this 14 day of December, 2006, before me, a Notary Public in and for said State, personally appeared RICK BREILAND AND JODY BREILAND, 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 seal the day and year first above written.

(SEAL)

Shay McDonald
Notary Public for the State of Oregon
Residing at 8080 SW Berry Hill Ct
My commission expires: July 18, 2009



Dick J. Tracy
DICK J. TRACY

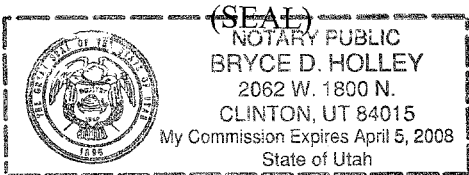
Renee L. Tracy
RENEE L. TRACY

STATE OF UTAH)
County of Davis)ss.
)

On this 21 day of February, 2007, before me, a Notary Public in and for said State, personally appeared DICK J. TRACY AND RENEE L. TRACY, 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 seal the day and year first above written.

Bryce D. Holley
Notary Public for the State of Utah
Residing at Clinton, UT 84015
My commission expires: 4-5-2008



Steven R. Mast
STEVEN R. MAST

Celesta R. Mast
CELESTA R. MAST

STATE OF MONTANA)
)ss.
County of Lincoln)

On this 16 day of March, 2007, before me, a Notary Public in and for said State, personally appeared STEVEN R. MAST and CELESTA R. MAST, 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 seal the day and year first above written.



Robin A. Benson
Notary Public for the State of Montana
Residing at Libby, Montana
My commission expires: 01-01-2010
Robin A. BENSON