

197810 BOOK: 307 RECORDS PAGE: 579 Pages: 6
STATE OF MONTANA LINCOLN COUNTY
RECORDED: 10/04/2006 3:30 KOI: COVENANTS
CORAL M. CUMMINGS CLERK AND RECORDER
FEE: \$42.00 BY: *Gloria D. Davis*
TO: MARQUARDT SURVEYING, INC. 285 1ST. AVE. E.N., KALISPELL, *Deputy*

DECLARATION OF PROTECTIVE RESTRICTIONS AND COVENANTS
OF COLD COMFORT FARMS *p.m. # 6736*

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION

EXISTING PROPERTY: The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Lincoln County, Montana, and is more particularly described in Exhibit "A" attached hereto.

ARTICLE II
GENERAL RESTRICTIONS AND COVENANTS

1. GENERAL PURPOSES: These covenants are made for the purpose of creating and keeping the Property, insofar as is possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearance, guarding against any unnecessary interference with the natural beauty of the Property, and all for the mutual benefit and protection of the owners of the parcels within the Property.
2. LAND USE: No lots shall be further re-divided to less than 4.5 acre parcels.
 - a) No building other than (1) detached single-family private residence ("main dwelling"), a private garage, barn, and guest house for the use of the occupants of such residence, and other usual and appropriate outbuildings, strictly incident to and appurtenant to a single family residence, shall be erected or maintained on any lot. In addition, there may be constructed on any lot one or more storage buildings to house vehicles owned by the lot Owner and equipment the Owner uses on the Owner's lot. The term "single-family private residence" is intended to exclude every form of boarding or lodging house, sanitarium, hospital and the like.
 - b) If domestic animals are kept by property Owners on their lots, they shall be confined within the property of their Owner and shall not be permitted to become a nuisance or annoyance to neighbors. Sturdy cages or fences shall be built to protect them from wildlife. These domestic animals have no defense

against predators and can be an attractive food source to many wildlife species. All carcasses of dead animals shall be removed immediately from the properties.

- c) Wild animals are inhabitants of Cold Comfort Farm Subdivision. Non-native plants are particularly prone to wildlife use and losses of these plants should be expected if they are used in landscaping. To avoid conflicts with wildlife, Owners should contact the County Extension Office for information on how to landscape with native species. Owners are encouraged to keep a natural environment. However, lawn and landscaping are allowed but shall be, restricted to the area adjacent to the house and used as a firebreak.
- d) No noxious or offensive activity shall be carried on within the properties, and nothing shall be done or placed within any lot which may be or become a nuisance, or cause an unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of the properties. Without limiting any of the foregoing, no Owner shall permit noise, including but not limited to barking of dogs, to emanate from the owner's lot which would unreasonably disturb another Owner's quiet enjoyment of his or her lot.
- e) No clear cutting of timber or other woody vegetation is permitted except for the direct construction of building(s) noted on the restriction of sub-paragraph a). Selective harvest of timber on the properties is permitted.

3. ROAD USE: Access road is intended for lot owners and their invited parties and not to be used by the general public. This access road may be posted as a "Private Road" to reflect this covenant.

4. RESIDENTIAL DEVELOPMENT: No single-family dwelling unit shall be constructed within 20 feet of a lot line.

5. MOBILE HOMES: There shall be no mobile homes for permanent occupancy. Mobile homes shall be allowed during construction only, not to exceed a period of two (2) years. Modular homes shall be permitted, subject to the restrictions with respect to foundations.

6. NO RUBBISH, trash, garbage, wrecked or disabled vehicles or parts thereof, or other unsightly material, shall be dumped on or left on any part of any lot.

7. FOUNDATIONS: Each home shall rest upon its own, permanent, foundation. The foundation, or footings, shall extend below the frost line, and shall be equal to the outside dimension of the home.

8. COMMERCIAL USE LIMITED. Except as provided below, no store, office business, sanitarium, manufacturing plant, commercial dog kennels, and/or commercial animal breeding operations, livestock or poultry feeding, sales or processing shall be carried on or constructed on any lot. Owners may operate a business out of their home as long as the business

is contained within the home and no business signs are visible from Slick Gulch Road to Pinkham Creek Road. Lots may be used for agricultural purposes, provided the agricultural operation complies with the following requirements:

- a) All machinery that makes noise that may be heard by other Owners off of a lot shall be operated between the hours of 7 o'clock a.m. and 9:00 o'clock p.m.
- b) No swine, except for up to two swine for 4-H or FFA purposes, shall be allowed on any lot. Livestock shall be permitted on a lot only if provision is made for sheltering and corralling the livestock and for their food. Any Owner keeping livestock on a lot shall maintain a reasonable ground cover at all times except during reasonable periods of tilling and planting.
- c) Violations of these requirements regarding animals shall be considered a complete breach of these protective covenants, giving rise to such remedies as are allowed by law for a breach of any other covenants contained herein.

9. EFFECT AND DURATION OF COVENANTS: The covenants, conditions and restrictions of this Declaration shall run with the land and shall be binding upon each parcel within the Property and each owner of property therein, his successors, representatives and assigns and shall continue in full force and effect for a term of fifteen (15) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years unless otherwise terminated, or modified by the owners of more than 65% of the lots and duly acknowledged and recorded.

10. LINCOLN COUNTY RESTRICTIVE COVENANT REGULATIONS are made a part of these covenants.

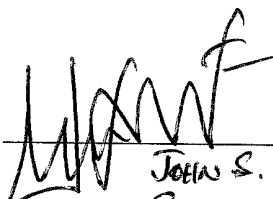
- a) Lot owners will attempt to maintain a separation of 60 feet between residential structures, if possible.
- b) Roofs of structures will be constructed of, or made to be, fire resistant material (Fire Rating Class "A" or "B") and kept free of debris such as pine needles, leaves, moss, etc.
- c) A 30-foot perimeter will be kept around structures in which weeds, brush, and other debris capable of rapidly transmitting fire are removed.
- d) No portion of a tree or any other vegetation will extend to within 25 feet of the outlet of a stovepipe or chimney.
- e) A minimum setback distance for any development shall be maintained to a distance of at least 30 feet from any property line.

- f) Residential structures will have displayed, a number indicating its address or location, that can be read by emergency vehicles from at least 100 feet. (Numbers must be at least 4 inches high and 1/2 inch wide.)
- g) The lot owners agree to construct and maintain a loop road or turn-around area that would allow emergency services vehicles to approach structures and exit the property without backing out.
- h) Noxious Weeds and seeds are a public nuisance under Montana law and it is unlawful to permit noxious weeds to propagate within the subdivision. If noxious weeds are identified on this property, it is the responsibility of the property owners to contact the Lincoln County Noxious Weed District, 418 Mineral Ave., Libby, MT 59923, (406) 293-7781 ext. 260), to eliminate the problem or if necessary enter into a noxious weed management agreement with Lincoln County Noxious Weed Board as soon as noxious weeds are detected.
- i) Existing topsoil will be stripped and stockpiled wherever soil is to be disturbed for roads, excavation, grading, etc.
- j) Topsoil will be replaced on all disturbed areas. Upon completion of the grading, it will be re-fertilized and seeded with native or commercial grass.
- k) There is a potential for wildlife conflicts when living in wildland interface areas, feed and solid waste products must be contained or covered to reduce the potential for the enticement of wildlife.

WHEREAS, the undersigned are owners of more than sixty-five (65%) percent of the lots located on Exhibit "A", and

WHEREAS, the undersigned now desire to create the restrictive covenants.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names:



JOHN S. NEFF
SUCCESSOR TRUSTEE
BEVERLY GOS NEFF REVOCABLE TRUST

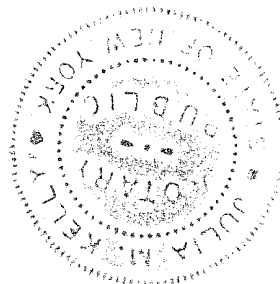
State of New York)
County of New York) ss.

On this 29 day of August, 2006, before me, a Notary Public for the State aforesaid, personally appeared Beverly Goss Neff Revocable Trust, John S. Neff, Successor Trustee known to me to be the person described herein and who executed the forgoing 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 first hereinabove written.

JULIA M. KELLY
Notary Public, State of New York
No. 01KE4984356
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires 7/22/09.

Julia M. Kelly
Notary Public for the State of ~~Montana~~ NEW YORK
Residing at _____
My Commission Expires 7-22-09.



OWNERS/FOR: BEVERLY COSS NEFF REVOCABLE TRUST
JOHN S. NEFF SUCCESSOR TRUSTEE

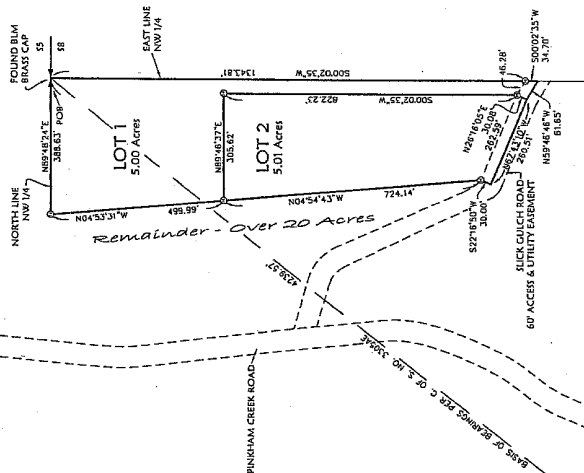
PURPOSE: SUBDIVISION

DATE: JANUARY 17, 2008

OWNERS/FOR: BEVERLY GOSS NEFF REVOCABLE TRUST
JOHN S. NEFF SUCCESSOR TRUSTEE

PURPOSE: SUBDIVISION

DATE: JANUARY 17, 2005



CERTIFICATE OF DEDICATION
BEVERLY GOSSE NEFF REVOCABLE TRUST, the undersigned property owner, does hereby certify that it has
ceased to be surveyed, subdivided and platted into lots as shown by the plat and Certificate of Survey hereunto
included, the following described tract of land, to-wit:

That portion of the Northwest 1/4, Section 8, Township 35 North, Range 27 West, P.M., M., Lincoln County, Montana, described as follows:

Beginning at the North 1/4 corner, Section 8:

Thence along the centerline of the road, North 59°45'46" West 61.65 feet and North 67°43'10" West 260.51 feet; Thence North 22°16'50" East 30.00 feet.

Thence North 04°53'31" West 499.99 feet to the North line of the Northwest 1/4;
Thence North 04°54'43" West 724.14 feet;
Thence along the North line of the Northwest 1/4 North approximately 289.43 feet to the East of Section

Subject to and together with easements as shown hereon.

The above described tract of land is to be known and designated as COLD COMFORT FARM, Lincoln County, Missouri.

BEVERLY GOSS NEFF REVOCABLE TRUST

JOHN S. NEFF SUCCESSOR TRUSTEE

STATE OF _____ : ss,

This instrument was acknowledged before me on 200 ,
by JOHN S. NEFF SUCCESSOR TRUSTEE of the BEVERLY GOSS NEFF REVOCABLE TRUST.

Printed Name: _____
 Notary Public for the State of _____
 Residing at _____
 My Commission Expires _____

CERTIFICATE OF COUNTY COMMISSIONERS

We, the undersigned, _____ Chairperson of the Board of County Commissioners of Lincoln County, Montana and _____ County Clerk and Recorder of said county do hereby certify that this accompanying plat of GOLD COMFORT FARM, _____ County, Lincoln County, Montana has been submitted to the Board of County Commissioners of Lincoln County, Montana for examination and shall become a part of the public record if approved by them to conform to the laws and rules of the State of Montana.

Chairman

County Clerk

Recorder

Witness my hand and seal of office at Helena, Montana, this _____ day of _____, A.D. 19____.

Notary Public

Dated the ____ day of _____, 200__.

Chairperson
Board of County Commissioners
Lincoln County, Montana

FOUND SECTION CORNER AS NOTED

① FOUND 1/64 CORNER AS NOTED

⑨ FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "HUGHES 7322LS"

Approved: _____, 200_____

CERTIFICATE OF SURVEYOR

Examining Land Surveyor
Registration No. 41305

_____ hereby certify that all real property taxes and special assessments assessed and levied on the land to be divided have been paid.
Dated the _____ day of _____, 200__.

Treasurer, Lincoln County, Montana

STATE OF MONTANA

Filed on the _____ day of _____, 2007. A.D., at _____.

County Clerk and Recorder

By: _____
Date: _____

Instrument Record No.

[illegible]

Date: January 12, 2006	Field Crew: BHP
Project Name: Naif	Revision Date: n/a
Filename: FinalPlot	Project Number: 05-237
	Drawn By: Augusta



**Marquardt &
Marquardt
Surveying**

1005 Tal Ave. E. N.
W. (506) 5-4225