

MISC.

RESTRICTIVE COVENANTS OF

REC. 694 FILE 960

TAMARACK WOODS PHASE I

KNOW ALL MEN BY THESE PRESENTS, Albert W. Seelcy and Robert E. Hardie, partners DBA H & S Properties, a partnership, owners of the lands described as Tamarack Woods Phase I according to the map or plat thereof on file and of record in the office of the Clerk and Recorder, Flathead County, Montana, hereinafter called Declarant, is desirous of subjecting said 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 be binding upon the successors in interest, and any owner thereof.

NOW THEREFORE, Declarant hereby declares that the real property described above is and shall be held, transferred, sold, conveyed, subject to the conditions, restrictions, covenants and reservations hereinafter set forth:

1. No lot shall be used except for residential purposes, provided, however, that one room in any residence may be used for office work in relation to the owner's occupation.

2. Thirty percent (30%) of the individual lots in each phase of Tamarack Woods may be designated by the Declarant as multi-family lots, provided, however, that no more than one (1) single family unit shall be permitted on any single lot. The Declarant may join two (2) contiguous lots as a unit and two (2) single family units may be permitted on said joined lots whether in the form of connected duplex unit or separately declared condominiums under the Montana Unit Ownership Act. In no case shall the combined platted individual lots designated for multi-family dwellings exceed thirty percent (30%) of all lots on all phases of Tamarack Woods.

3. Except those lots designated for multi-family use under paragraph 2 above, no building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two (2) stories in height. No structure shall be permitted which would unreasonably interfere with the north and eastward view of other lots. A single family dwelling may include a private garage/workshop for not more than three (3) cars. No lot or lots within said plat shall be further subdivided by the owners thereof.

4. No building, fence or wall shall be erected, placed, or altered on any lot until construction plans, exterior color plans and specification, together with a plot plan showing the location of the structure or structures and driveway have been approved by the Architectural Control Board, in writing as to the quality of workmanship and materials, harmony of external design with existing structures and natural environment, and location with respect to topography and finish grade elevation.

5. Prefabricated and factory built homes shall be allowed only if approved by the Control Board and placed on a permanent foundation. No existing buildings shall be moved upon any lot unless

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approved by the Control Board. Doublewide trailers or modular homes meeting FHA specifications having eaves, asphalt or wood shingles, wood or wood based siding, situated upon a permanent foundation and taxable as real property shall be permitted.

6. 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 year from time construction of such building commences, and shall not be occupied until the time that the exterior work is completed, including the installation of all necessary sanitary plumbing and electrical fixtures. There shall be a 960 square feet minimum floor area required of each house.

Only new material shall be used in construction, except used brick and like materials if approved in writing by the Control Board.

7. No fence shall exceed five (5) feet in height, and no border or boundary fences will be permitted.

8. During construction, owners of a lot may live in a mobile home only if utilities and septic tanks have been installed and only if the owners are actively engaged in building the house. The maximum time allowed for such temporary residence is one year or the completion of the house, at which time any such mobile home shall be moved immediately.

9. Set-back lines: No building or structure shall be located on any lot closer than twenty (20) feet to street lines or rural lot lines, nor closer than ten (10) feet to side lot lines, except upon written approval of the Control Board.

10. Temporary structures: No structure of a temporary character shall be used as a residence or for any other purpose on any lot except as provided above.

11. Vehicles: No mobile homes, trucks exceeding one-ton capacity, trailers or unlicensed or unsightly vehicles shall at any time be parked or allowed to remain on any lot or street within the subdivision. Camp trailers not to exceed eighteen (18) feet in length. pickup trucks carrying cabover campers, campers for pickups not in use, boat and boat trailers not to exceed twenty (20) feet in length, will be permitted only if stored in a garage or completely screened from view. Visitors may stay in their mobile homes for a maximum period of two (2) weeks. Adequate provision for off-street parking shall be made on each lot by the lot owner.

12. Garbage: No lot shall be used as a dumping ground for rubbish. Trash, garbage, or other waste materials shall be kept in sanitary containers with air-tight lids. Such containers shall be kept in owner's garage, completely screened from view, or placed underground.

13. Signs: No signs, excluding name and house signs, shall be displayed to public view on any lot, except one sign of not more than four (4) square feet advertising property for sale or rent.

14. Commercial Usage: No commercial business shall be conducted on any lot, with the exception of using one room for an office. However, Declarant shall be allowed to carry out what sales activity may be necessary to promote the development of Tamarack Woods.

15. Sewage: No individual sewage disposal systems shall be permitted on any lot unless such system is designed, located and

constructed in accordance with the requirements of the Montana State Department of Health and the Flathead County Department of Health.

16. Water System: No individual wells or water systems shall be permitted or allowed on any lot other than that of the Homeowners' Association.

17. Animals and Pets: No animals or birds of any kind shall be raised or kept or bred on any lot except dogs, cats, and other housepets. These are not to be bred or kept for commercial purposes or become an annoyance or nuisance to the neighborhood. Household pets shall not exceed three (3) in number and shall be confined to owner's property or kept on a leash or in control. No person shall be allowed to discharge any firearm at any time, and no person shall kill any game animals, birds or other wildlife, except rodents, within the development area.

18. Culverts and Roads: Individuals will be required to place culverts where deemed necessary when driveway connects with County road or private roads. No owner may convey easements for access to any adjoining lands except other lots in Tamarack Woods. The platted roads and pedestrian and equestrian rights of way of the subdivision shall be owned by the Homeowners' Association who will provide for the maintenance of said roads and rights of way.

19. Nuisances: No noxious or offensive activity shall be carried on or permitted upon any of the lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Nor shall the premises be used in any way for any purpose which may endanger the health or safety of, or unreasonably disturb the residents of any lot. Outdoor barbecues are not considered nuisances under this section. The Board of Directors of the Homeowners' Association may adopt rules and regulations regarding the use of the common areas and access easements to state lands regarding the use of motorcycles, snowmobiles and like vehicles. Motorcycles and snowmobiles may only be operated on the platted roadways and may not be operated in any manner that will create a nuisance.

20. Exterior Maintenance: Each owner of a lot upon which there is a structure shall provide exterior maintenance upon such lot and structure to include painting and repairing the structures; maintaining the lawn and grounds preclude weeds, underbrush and other unsightly objects to accumulate or remain on the grounds. Tree reproduction shall be kept thinned and may not interfere with views.

21. Utilities: The owner of each lot shall pay all utility connecting costs and all utilities shall be underground.

22. Miscellaneous: There shall be no washing or repairing of vehicles in the streets at any time, nor burning of leaves or trash on the paving of any street.

23. Architectural Control Board:

- a. The Declarant shall constitute the initial Control Board. The Declarant may appoint up to two (2) additional homeowners to said Board. In addition to the duties of said Board mentioned above, the Control Board will have the right to control the removal of shrubberies and trees that must be removed for the placement of houses and driveways. No trees over 6" outside bark diameter, measured 6" above the ground may be cut without approval of the Control Board.
- b. The majority of the Board may designate a representative to act for it. In the event of the death or

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resignation of any member of the Board, the remaining members shall have full authority to designate a successor preferably another owner of Tamarack Woods. The maximum membership of the Board shall be three (3) persons. Neither the members of the Board nor its designated representative shall be entitled to any compensation for services performed. At any time the then record owners of a majority of the lots shall have the power by written petition to change the membership of the Board or to withdraw from the Board or restore to the Board any of its powers or duties.

- c. The Board's approval or disapproval as required in these covenants shall be in writing. In the event the Board or its designated representatives fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

24. Term: The provisions of this declaration shall be binding for a term of fifteen (15) years from the date of this declaration, after which time the declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the new owners of 2/3 of the lots in Tamarack Woods have been recorded agreeing to change this declaration in whole or in part. These covenants shall be reviewed two (2) years before their expiration and any changes shall be adopted one (1) year prior to the termination of the existing covenants. Alterations or additions may be made to this declaration by the Declarant as long as he owns 25% or more of the lots, providing no less than 75% of the new owners of the other lots agree thereto, with approval of the Flathead County Commissioners.

25. Enforcement: Declarant, and every other person hereinafter receiving any right, title or interest in any tract in said Tamarack Woods 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 violation of those covenants that a reasonable attorney's fee shall be assessed against him in addition to other damages.

26. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

27. Additions to Existing Property: Additional lands may become subject to this declaration in the following manner:

A. Additions in accordance with a general plan of development. The Declarant, his heirs and assigns, shall have the right to bring within the scheme of this declaration additional properties in future stages of the development, provided that such additions are in accord with a general plan of development prepared prior to

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The sale of any lot and made known to every purchaser prior to such sale. Unless otherwise stated, such general plan shall not bind the Declarant, his heirs, and assigns, to make the proposed additions or to adhere to the plan in any subsequent development of the land shown thereon. The additions authorized under this and succeeding subsections shall extend the scheme of the covenants and restrictions of this declaration to such property.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 1st day of June, 1980.

DECLARANT

Albert W. Seeley
Albert W. Seeley

Robert E. Hardie
Robert E. Hardie



STATE OF MONTANA)
County of Flathead) ss.

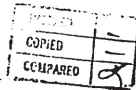
On this 1st day of June, 1980, before me, the undersigned Notary Public for the State of Montana, personally appeared Albert W. Seeley and Robert E. Hardie, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Albert W. Seeley
Notary Public for the State of Montana
Residing at Lakeside, Montana
My Commission expires 4-19-82

STATE OF MONTANA, } ss.
County of Flathead }
Filed for record at the request of 24 L Properties
this 1st day of July, 1980 at 3:00 o'clock P.M. and recorded in VOL. 694
PAGE 960 Records of Flathead County, State of Montana.
Fee \$ 10.00 Pd.

RECEPTION NO. 8300
RETURN TO 24 L Properties
P.O. Box 211
Lakeside, MT.
Erin L. Hindman
Flathead County Clerk and Recorder
Susan Zach
Deputy



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WAIVER OF REQUIREMENT OF APPROVAL FOR AMENDMENT
OF COVENANTS

1. The Restrictive Covenants of Tamarack Woods Subdivision Phase I was recorded in the office of the Clerk and Recorder of Flathead County, Montana, on July 1, 1980 in Book 694 at Page 960. Article 24 of the Covenants provides, in part, as follows:

"Alterations or additions may be made to this Declaration by the Declarant as long as he owns 25% or more of the lots, providing no less than 75% of the new owners of the other lots agree thereto, with approval of the Flathead County Commissioners."

2. The above-described Covenants affects the following described real property:

"TAMARACK WOODS SUBDIVISION PHASE I, according to the plat or map thereof on file and of record in the office of the County Clerk and Recorder, Flathead County, Montana."

3. The Board of Commissioners of Flathead County desires that the requirement of approval of the Board of Commissioners to amend the Covenants be waived except as it pertains to an amendment of any article in the Covenants that was a condition of subdivision plat approval.

THEREFORE, by their signatures below, the Board of Commissioners of Flathead County, Montana, hereby waives the requirement of approval of the Board of Commissioners, contained in Article 24 of the Covenants, for amendment of the Covenants EXCEPT as it pertains to an amendment of any article in the Covenants that was a condition of subdivision plat approval.

Dated this 15th day of December, 1997.

BOARD OF COUNTY COMMISSIONERS
Flathead County, Montana

By Robert W. Wayne
Robert W. Wayne, Chairman

By Howard W. Gipe
Howard W. Gipe, Member

By Dale W Williams
Dale W Williams, Member

ATTEST:
Susan M. Haverfield, Clerk

By [Signature], Deputy

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0969480 to 0969503

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SECOND ADDENDUM TO RESTRICTIVE COVENANTS

This addendum to Restrictive Covenants is made this 15th day of December, 1997 by the undersigned owners of the real property described herein, hereinafter referred to as Declarants.

WITNESSETH:

WHEREAS Declarants are the owners of real property situated in Section 18, Township 26 N. 20, Flathead County Montana known as Tamarack Woods Phase I subdivision according to the map or plat thereof recorded at Flathead County, Montana; and

WHEREAS a Restrictive Covenants was executed on July 1, 1980 affecting said real property, a copy of which was recorded at the office of the Clerk and Recorder of Flathead County, Montana as recorder's fee no. 8300, book 694, page 960; and

WHEREAS since that time the Declarants desire to amend said Restrictive Covenants; and

WHEREAS the undersigned are owners of at least 75% of the parcels; and

WHEREAS the ballots for the written amendment are on file with the Secretary of the Tamarack Woods Homeowners Association; and

NOW, THEREFORE the Declarants agree and hereby declare this Amendment of Restrictive Covenants:

1. Under Article one, page 1, is found the following restriction:

1. No lot shall be used except for residential purposes, provided, however, that one room in any residence may be used for office work in relation to the owner's operation. Said paragraph shall be deleted in its entirety and amended to read as follows:
1. Tamarack Woods is intended to be primarily a residential community. However, the number of home-based businesses is growing and these businesses contribute to Flathead Valley's economy.
- A. Lots within the development may be used for low impact, non-industrial business purposes provided that such businesses are conducted in an unintrusive, noninvasive manner with respect to neighbors and the development in general and that they:
 - 1) Maintain the residential appearance of the lot; and its structures (e.g., no business signs, no visible stockpiles of materials, structures that would not normally be part of a residential community, treatments to a structure that alter its residential purpose and or appearance);
 - 2) Use no processes or materials that create a health, safety, or environmental hazard;
 - 3) Use no processes that produce noise levels or frequency of noise occurrence greater than that associated with residential areas;
 - 4) Create no appreciable increase in traffic into the development.

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- B. All business activities within the development must meet the tests described above and be approved on a case-by-case basis by the Board of Directors.

In all other respects, the Restrictive Covenants dated July 1, 1980 remain in full force and effect.

EXECUTED the day and year first above written.

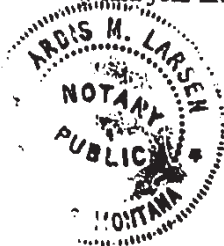

George Short, President
Tamarack Woods Homeowners Assn.

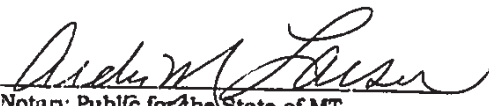
STATE OF MONTANA)

County of Flathead)

On this 14th day of December, 1997, before me a Notary Public for the State of Montana, personally appeared George Short, 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 first above written.




Notary Public for the State of MT
Residing at: Lakeside
My Commission Expires: 3/2/99

Mail: Tamarack Woods Subdivision
PO Box 97
Lakeside, MT 59922.

INDEXED	15
COPIED	15
COMPARED	

STATE OF MONTANA)
County of Flathead)
Recorded at the request of SEN SUEVE / TAMARACK WOODS
this 16 day of Dec, 1997, at 11:15 o'clock AM
and recorded in the records of Flathead County, State of Montana
Fee \$ 18- by Susan A. Spauld
Deborah C. Spauld
Deputy

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