

Return to:
Nash & Obner
Box 1178
Kal. MT 59903

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 9th day of November 2007 by King Family Limited Partnership, 230 Lakeshore Drive, Kalispell, MT 59901, hereinafter called "Declarant",

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property situated in Flathead County, Montana and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

WHEREAS, Declarant desire to subject the 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 which shall inure to the benefits 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 herein described, does hereby declare that said real property is and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants and reservations hereinafter set forth; that all persons or corporations, or other legal entities, who now or shall hereinafter acquire any interest in and to the herein described property shall be held to agree and covenant with the owner of any of the property located in the Parcels herein described, or any portion thereof, with their heirs, successors and assigns, to conform to and observe the following covenants, conditions and restrictions as to the use thereof, and as to the construction of dwellings and improvements thereon.

PROTECTIVE COVENANTS

The following protective covenants are designed to provide a plan for the development of the herein described property, and to preserve, insofar as practicable the natural beauty of said property and to encourage the development of said property for low-density country residential living.

1. Land use and building type. No tract shall be used except for single family residential purposes and no business, trade or manufacturing or other commercial activities shall be conducted thereon, except such activity as may be conducted solely by telephone. No residential building shall be erected, altered, placed or permitted to remain on any tract other than (1) detached single family dwelling and additional buildings on the tract for a guest house (not to exceed 2,500 square feet), four stall garage, one storage building not to exceed 800 square feet. All structures shall be constructed of new materials; however used materials such as brick or beams may be utilized, provided they are aesthetically suitable. Except as otherwise provided herein, motorhomes, trailers, RV's and mobile homes are prohibited. No old buildings, whether intended for use in whole or in part as the main residential structure or for use as a garage or other outbuilding, shall be moved upon any tract. No dwelling, building or structure may be applied to, used or occupied as an apartment or multiple family structures. All additional buildings (shops, etc) shall be in keeping with the architecture of the other buildings, kept in good repair and appearance, and sanitary, with maintenance of strict fly and pest control measures. The color of all buildings shall be aesthetically suitable to the area. The exterior of each structure shall be log, log siding, natural wood, or synthetic siding. Shining metal roofs are not allowed, however, colored metal roofs are permitted. The use of shakes, tiles or compositions on roofs shall be acceptable.

All structures erected upon the premises shall be constructed in keeping with the location, terrain and environment of the premises. No temporary building or partly finished building or structure shall be erected or placed upon the property.

2. Exterior maintenance. Each owner of a tract upon which there is a structure shall provide exterior maintenance upon such tract and the structure to include painting and repairing of the structures to maintain the tract and structures in a presentable condition.

3. Animals, birds and pets. All animals, birds and pets maintained on any parcel shall not create or cause a violation of any other covenants contained herein such as annoyance or nuisance or disturbance to the neighborhood or to the residents of any other tracts and shall be confined to the owners property in an enclosure which is not unsightly and which has been constructed in conformity with the provisions hereof relating to outbuildings. No livestock or poultry shall be permitted on the property.

4. Sewer. All residences on said property shall have a permanent septic system to be operational within two years following the start of residential construction. There shall be no commercial sewage dump stations located on any tract. All septic systems to be constructed in accordance with County and state regulations.



200700036808 Fees: \$44.00 by: DD

DECL CCR by HASH ETAL

Date 12/5/2007 Time 4:01 PM Page: 1 of 4

-1- Paula Robinson, Flathead County Montana

5. **Construction buildings.** While these covenants provide that no trailers, RV or mobile homes may be established on the property for the purposes of habitation, such living structures may be utilized on the property during the period of construction not to exceed one year.

6. **Camping trailers.** Camping trailers may be utilized on the property for a period not to exceed 30 days per year. The 30 days does not have to be 30 continuous days.

7. **Unsightly materials or automobiles.** No automobiles, automobile bodies or parts thereof, may be left exposed to the public view in an inoperative condition, except during the period that the owner is actively engaged in overhaul not to exceed 4 weeks.

8. **Garbage.** All garbage cans used in connection with any dwelling erected upon the above described premises shall be kept from the view of the public. No garbage cans shall be maintained that are not of a suitable type and do not have covers sufficient to prevent the escape of any noxious odors from such can. Garbage shall be removed on a regular basis.

9. **Signs.** No signs, advertising, billboards or advertising structures of any kind shall be erected, used or maintained on the property except for the purpose of advertising for sale the property upon which it is erected, property address, "No Hunting" and "Trespassing" signs are permitted.

10. **Offensive activity.** No noxious or offensive activity shall be carried on or permitted upon any of the properties nor shall anything be done thereon which may be or may become an annoyance or offensive to the neighborhood, nor may 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 tract.

11. **Roads:** No roads shall be constructed within 20 feet of a property line, provided however owners of adjoining properties may agree to a joint access road and it would not be subject to this restriction.

12. **Underground utilities.** All utility lines shall be underground.

13. **Further subdivision.** Any tract further subdivided must contain at least 300 feet of lakeshore frontage.

14. **Roads, rights-of-way, maintenance and improvement.** All roads and rights-of-way shall be private. Each owner by acceptance of the deed or the contract for the purchase of any tract, whether or not it shall be expressed in such deed or contract is deemed to covenant to agree to pay annually, upon demand, an amount equal to his pro rata share of the cost of snow plowing, maintenance and improvements of the roads utilized by the subject property, the nature and cost of such snow plowing, maintenance and improvement to be determined by a unanimous vote of the owners.

15. **Fences.** All fences constructed on the property shall be maintained in good repair and to the extent possible blend with the landscape.

16. **Term and enforcement.** 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 twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Any owner shall have the right to enforce by any proceeding at law or in equity all covenants, conditions, restrictions and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

17. **Set back.** No structure shall be erected within 30 feet of the high water mark of Ashley Lake. No structure shall be erected within 20 feet of any boundary line. Provided however, attached decks may extend to within 20 feet of the high water mark. Provided further, boat houses for boat and water craft storage can be erected within 20 feet of the high water mark and may be closer if approved by the appropriate governmental authority.

18. **Exterior Grounds Maintenance.** Each owner of a tract shall maintain the grounds to preclude noxious weeds and other noxious growths, and will not permit refuse piles or other unsightly objects or growths to remain on the grounds.

19. **Rule against perpetuities.** If any of the options, privileges, covenants or rights created by this declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until 21 years after the death of the Declarant.

Every person hereinafter owning any right, title or interest in any parcel within the herein described 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



Document Number: 200700036808
Page: 2

threatening to violate these 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 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.

No delay or omission in exercising any right, power or remedy provided for herein in the event of any breach of any of the provisions, conditions, restrictions and covenants herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone against the Declarant for or on account of his failure to or neglect to exercise any right, power or remedy herein provided for in the event of any such breach; or for imposing herein provisions, conditions, restrictions or covenants which may be unenforceable.

Invalidation of any one of the covenants by judgment or Court order shall not affect any of the other provisions contained herein.

These covenants may be altered or additions made thereto with the written unanimous consent of all the owners of the tracts located within the property herein described and subject to these covenants, with said owners agreeing thereto by written amendment, acknowledge by signature, and filed with the office of the County Clerk and Recorder of Flathead County, Montana.

This declaration shall be applicable only to the property described herein unless the declarations, expressly in writing and by due public recordation, subjects additional property to this declaration.

IN WITNESS WHEREOF THE Declarant has hereunto set its seal the day and year first above written.

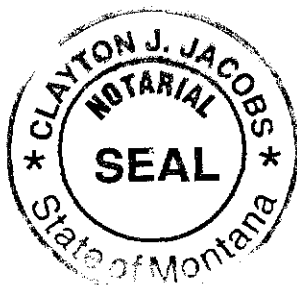
King Family Limited Partnership

By Andrew J. King
Andrew J. King, Member of Limited Partnership

STATE OF MONTANA)
 :SS
County of Flathead)

On this 9th day of November 2007, before me, the undersigned, a Notary public for the State aforesaid, personally appeared Andrew J. King, Member of Limited Partnership of the King Family Limited Partnership, and the person who executed the foregoing instrument on behalf of such partnership, and acknowledged to me that said partnership executed the same.

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



Clayton J. Jacobs
Printed name CLAYTON J. JACOBS
Notary Public for the State of Montana
Residing at Kalispell, Montana
My commission expires 4-22-2010



Document Number: 200700036808
Page: 3

That portion of Government Lot 1, Government Lot 2, Government Lot 3, the Southeast 1/4 of the Northeast 1/4, and the Southwest 1/4 of the Northeast 1/4 of Section 7, Township 28 North, Range 23 West, Principal Meridian, Flathead County, Montana described as follows:

Commencing at the northeast corner of Government Lot 1 of Section 7, Township 28 North, Range 23 West; thence along the northerly boundary of said aliquot part, North 89°54'18" West 435.77 feet to the centerline of an existing traveled way and to the POINT OF BEGINNING of the parcel being described; thence along said centerline of said existing traveled way the following fifteen courses:

South 49°23'04" West 65.18 feet to the beginning of a 802.00 foot radius curve to the right, along said curve through a central angle of 17°14'06" an arc length of 241.25 feet to the beginning of a 200.00 foot radius reverse curve, along said curve through a central angle of 37°47'44" an arc length of 131.93 feet,

South 28°49'26" West 338.36 feet to the beginning of a 740.00 foot radius curve to the left, along said curve through a central angle of 61°21'55" an arc length of 792.56 feet to the beginning of a 115.00 foot radius reverse curve, along said curve through a central angle of 102°01'29" an arc length of 204.78 feet to the beginning of a 400.00 foot radius compound curve, along said curve through a central angle of 42°39'26" an arc length of 297.80 feet to the beginning of a 988.00 foot radius reverse curve, along said curve through a central angle of 13°19'11" an arc length of 229.68 feet to the beginning of a 694.00 foot radius reverse curve, along said curve through a central angle of 42°02'06" an arc length of 509.15 feet to the beginning of a 237.00 foot radius reverse curve, along said curve through a central angle of 24°21'00" an arc length of 100.72 feet to the beginning of a 297.00 foot radius reverse curve, along said curve through a central angle of 54°15'17" an arc length of 281.24 feet to the beginning of a 418.00 foot radius reverse curve, along said curve through a central angle of 48°19'56" an arc length of 352.61 feet to the beginning of a 1017.00 foot radius reverse curve, along said curve through a central angle of 15°23'54" an arc length of 273.32 feet to the beginning of a 230.00 foot radius reverse curve, along said curve through a central angle of 51°34'11" an arc length of 207.01 feet, and

South 86°15'25" West 153.80 feet; thence

North 00°00'00" West 272.35 feet, more or less, to the low water mark of Ashley Lake; thence along said low water mark of said Ashley Lake the following twenty-six courses:

North 77°49'55" East 91.79 feet,
North 74°39'40" East 157.97 feet,
North 84°30'55" East 100.50 feet,
South 75°03'22" East 122.29 feet,
North 81°17'38" East 134.25 feet,
North 87°38'20" East 120.97 feet,
South 82°57'30" East 99.32 feet,
South 70°21'16" East 54.69 feet,
South 56°35'31" East 29.85 feet,
South 28°51'04" East 76.43 feet,
South 19°32'37" West 179.75 feet,
South 30°17'09" East 140.75 feet,
South 31°10'25" East 124.21 feet,
South 11°49'57" East 138.15 feet,
South 33°26'37" East 131.77 feet,
South 55°12'28" East 146.57 feet,
South 83°08'09" East 141.71 feet,
North 54°23'38" East 108.00 feet,
North 41°10'00" East 113.62 feet,
North 20°59'30" East 99.52 feet,
North 26°13'33" East 139.40 feet,
North 16°49'29" East 126.12 feet,
North 02°16'39" East 107.98 feet,

North 19°23'00" East 135.58 feet, North 37°09'21" East 130.85 feet, and

North 56°19'22" East 93.21 feet to said northerly boundary of said Government Lot 1;

thence along said northerly boundary of said government lot,

South 89°54'18" East 597.29 feet to the Point of Beginning containing 33.466 acres of land, more or less, as shown on Certificate of Survey No. 17887, Parcel 2, which is herewith incorporated in and made a part of this legal description.



Document Number: 200700036808
Page: 4

