

29- 332702

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

THIS DECLARATION is made this 5 day of September, 1991 by

JOHN G. PINKLEY  
285 Imperial Way #106  
Fullerton, California 92635

owner of the hereafter described property situated in Lake County, State of Montana, hereinafter referred to as Declarant;

R E C I T A L S

Declarant is the owner of the real property hereafter described and is desirous of subjecting said real property to the conditions, covenants and restrictions hereafter set forth, each and all of which are for the benefit of said property and for each owner thereof, which 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, the Declarant being the owner of all of said property and having established a general plan for the improvement and development of said property does hereby establish the conditions, covenants and restrictions upon which and subject to which all the property and any portions thereof shall be improved or sold and conveyed by him as owner and hereby declares that said property is and shall be held, transferred, sold and conveyed subject to the conditions, covenants and restrictions hereinafter set forth which are to run with the land and shall be binding upon all successors in interest of the Declarant.

1. PROPERTY. The real property which is and shall be held, conveyed, transferred and sold subject to the conditions covenants and restrictions of this Declaration is located in the County of Lake, State of Montana, and is more particularly described as follows, to-wit:

Parcel C of Certificate of Survey No. 4100 records  
of Lake County, Montana.

2. PURPOSE: The real property described above is subjected to these conditions, covenants and restrictions to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve so far as is practicable the natural beauty of said property; to guard against the construction thereon of structures built of improper or unsuitable material; to insure the highest and best development of said property; to encourage and secure the construction of attractive homes with appropriate locations; to secure and maintain proper setbacks from roads and adequate free space between structures and to generally provide adequately for a high quality of improvements on said property and thereby to enhance the values of improvements made by purchasers of building sites thereon.

3. DWELLING SIZE AND TYPE: The premises shall be used for single-family residential purposes only. No business, trade or manufacturing endeavor shall be conducted on any building site. Provided however, an owner may carry on a home cottage commercial

enterprise so long as it is confined entirely within the single family residence and does not create a nuisance to other lot owners. Provided further, a guest house is permitted in addition to the single family residence. No trailers, doublewides modular homes, mobile homes or vehicle moved on wheels may be used as a temporary or permanent residence under any circumstances.

Furthermore, motorhomes, camp trailers, boats and other recreational devices may not have a permanent utility connection but may be stored on an owners property and used temporary for an owners guests. Owners shall notify tenants of the obligation to abide by these covenants. A single family residence shall consist of at least 1600 square feet of floor area. Exterior finishes of all buildings must have natural earth color and a pitched roof to blend into the surrounding environment. Galvanized and other metal colored roofing or siding shall not be used on any lot.

4. NUISANCES: No noxious or offensive activities shall be carried on upon any lot nor shall anything be done which may be or may become an annoyance or nuisance to the other lots. No trash, rubbish, building materials or other unsightly objects shall be allowed to remain on a lot.

5. SIGNS: No signs, billboards or advertising devices of any kind shall be displayed to the public view on any lot except for one sign of not more than sixteen square feet advertising the property for sale or rent.

6. TIMBER: Lot owners may not cut or sell timber on or from a parcel on a commercial basis although timber and foliage may be cut and cleared as necessary for forest survival, or construction purposes. There shall be no clear cutting of timber 150 feet around improvements.

7. GARBAGE, REFUSE AND SEWAGE DISPOSAL: No building site may be used or maintained as a collection site for rubbish, trash, garbage or waste and shall not be kept except in sanitary containers. No wrecked, disabled or inoperable vehicles or parts thereof, or other unsightly material, shall be dumped on or allowed to remain on any part of any lot. No individual sewage system shall be permitted unless such system is designed located and constructed in accordance with the requirements of the Montana Board of Health and Lake County sanitarian.

8. LIVESTOCK, POULTRY AND PETS: No animals, livestock or poultry shall be raised, bred or kept on any building site except dogs or cats provided they are not kept, bred or maintained for any commercial purpose. Reasonable precaution shall be taken to confine pets to the tract occupied by the owner. Animals shall not be allowed to run free at any time.

9. FENCES: Any landowner wishing to keep animals as herein approved shall be responsible to fence his property adequately so as to keep them from trespassing on the land of another owner. All fences shall be of organic material and blend with the surroundings. No fences are allowed over 4 1/2 feet in height.

10. SETBACK LINES: No dwelling, accessory building or satellite receiver shall be located on any parcel closer than 50 feet of any lot line of any parcel or closer than 50 feet to the high water mark of Swan Lake or closer than 50 feet to the roadway shown on COS No. 4100.

11. BUILDING STRUCTURES: No residential structure shall be erected, altered, placed or permitted to remain on any parcel other than one detached single family residence (not to exceed 40 feet in height when measured from the average ground elevation of the lot) and a private garage for not more than three (3) cars. Total floor area exclusive of open porches, basements and garages shall not be less than 1600 square feet. Accessory buildings on any parcel such as a garage or utility building will be permitted as proper and necessary for the care and maintenance of pets and vehicles and shall be architecturally consistent with the main residence. All structures shall be constructed of new materials, however, suitable used material, such as brick or beams, may be used, provided they are aesthetically suitable.

No old buildings, whether intended for use in part or in whole as the main residential

structure or for use as a garage or other building, shall be moved on to the parcel.

12. POWER LINES: All power to the property shall be accomplished by means of underground utilities.

13. **SUBDIVISION:** Neither the declarant nor any subsequent owner of a part or portion of the above property shall further divide the property which results in a lake shore lot being less than 2 acres or less than 200 feet of lakeshore frontage measured at low water.

14. **ENFORCEMENT:** These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them and enforcement shall be by proceedings at law or in equity by any owner of a part of the above described property against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages. Contract sellers shall likewise have the right, but not the obligation, of enforcing these covenants in the manner provided herein. Any owner found guilty of violating these covenants shall pay to the party seeking enforcement thereof all such charges, costs, expenses and attorney's fees incurred in such enforcement action.

15. INVALIDATION: Invalidation of any one of these covenants by judgment or court decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

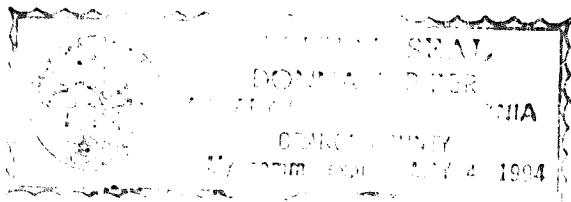
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed the day and year first above written.

*John G. Binkley*  
JOHN G. BINKLEY

STATE OF CALIFORNIA           )  
  )ss.  
County of San Diego             )

On this 22 day of September, 1991, before me, the undersigned a Notary Public for the State aforesaid Montana, personally appeared JOHN G. BINKLEY known to me to be the person whose name is subscribed to the within 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 of this certificate last above written.



Notary Public for the State of CA  
Residing at \_\_\_\_\_, CA  
My Commission Expires \_\_\_\_\_, 19\_\_

Return: Thomas J. Hoover  
Box 247  
Bigfork, MT 59911

STATE OF MONTANA, COUNTY OF \_\_\_\_\_  
 Subscribed and sworn to before me this 3:25 O'clock P. M. SEP 12 '91  
 My Comm. 232702 JAMES H. HOSSES  
 State 18<sup>th</sup> E. J. Hardy Geo. A. Reaney