

When recorded return to:  
Harmony Court Homeowners' Association  
PO Box 9824  
Kalispell, MT 59904



**Paula Robinson, Flathead County MT by NC**

201000007507  
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Fees: \$35.00  
4/1/2010 10:56 AM

**AMENDMENTS TO THE DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
HARMONY COURT SUBDIVISION**

Described as: Lots 1A through 17B of the plat of Harmony Ct. at Lots 20, 21, 22C and 23D of Hoiland Day Acres, a Subdivision, NW ¼ SW ¼ Section 34, Township 29 North, Range 21 West, P.M., M., Flathead County, Montana

## ARTICLE I. STATEMENT AND PURPOSE AND IMPOSITION OF COVENANTS

**Section 1.2 Purpose.** The purpose of the Declarant in making this Declaration is to create a development of duplex and single family home sites, as allowed by R5 zoning, County of Flathead, Montana, known as Harmony Court Subdivision on the Property (the Project).

## ARTICLE VII. PROPERTY USE RESTRICTIONS

**7.2. Setbacks.** All duplexes, single family homes, garages, and other structures of any kind or nature whatsoever shall be constructed and located entirely within the setbacks as set forth in the current County of Flathead, Montana zoning regulations.

**AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR HARMONY COURT SUBDIVISION -- PAGE 1 of 3**



**7.3. Height, Size, etc.** One duplex or single family home may be built on each Lot. No structure shall be erected, altered, placed, or permitted on any such Lot other than a duplex or single family home, and shall not exceed two-stories or thirty-five (35) feet in height, including a private garage, or outbuilding. For the purposes of these restrictions, "two-stories" shall mean two-stories above grade on at least one overall dimension of the structure. All structures must provide adequate parking to meet Flathead County, Montana requirements.

**7.4. New Construction.** All Improvements erected on any Lot shall be of new construction or board approved, and no mobile homes, trailers, or old buildings without board approval shall be placed or moved onto the Lots. The Architectural Review Committee must approve placement of any manufactured home.

**7.5. Low Maintenance Exterior.** All Improvements erected on any Lot shall be sided with and have a low maintenance exterior. Siding, roofing and other exterior finish items shall not be shiny or reflective. All exterior finish items must be approved by the Architectural Review Committee.

**7.7. Completed Construction.** No basements shall be allowed in the Harmony Court Subdivision without written approval by the Board of Directors. Any basement allowed by the board must be built underground (not a daylight basement) and must be constructed within current county codes and regulations. Verification of these codes is the responsibility of the Owner of the Lot or their contractor. If windows are installed, they must be within county codes. The Harmony Court Homeowners' Association will not be held liable for any construction not built to code or for any future issues or damages that may arise from having a basement. No tent, shack, or other outbuilding may be used as a residence, temporarily or permanently. All construction, including landscaping, must be completed within twelve months of commencement.

**7.9. Fences.** Fences, retaining walls and other types of screens shall not exceed six feet in height. All materials used to construct fences, walls or screens must be maintained and not show weathering or damage. The location, design, material and color of fences, walls and screens must be approved by the Architectural Review Committee.

**7.11. Trash, Debris, etc.** No trash, debris, or organic waste shall be permitted to accumulate on any Lot or in any roadway adjacent thereto, and shall be promptly disposed of. No vacant Lot shall be used as a dumping ground or burial pit. Trash incinerators are not permitted. Only county approved receptacles shall be used as trash cans and for recycling. These receptacles may not remain on the street except on the day designated for trash/recycling pickup. Any other trash bins or refuse cans used by the Lot Owner must be screened from view by a structure approved by the Architectural Review Committee.



**7.17. Animals.** No swine, poultry, goats, horses, cows, livestock or other animals, other than ordinary household pets, shall be raised, kept or cared for on any of the Lots. No Owner shall raise or care for permitted pets on a commercial basis. No permitted pets shall be allowed off of the Owner's Lot unless in the immediate company of their Owner or such Owner's agents. No Owner shall have or keep any dog which barks or whines on a regular or continuous basis, or which otherwise creates an ongoing disturbance for any other Owner. The Board of Directors may at any time limit the number of ordinary household pets on any Lot, and may withdraw permission for any ordinary household pet from any Owner who violates or abuses the restrictions set forth in this paragraph.

**7.18. Landscaping.** The layout, design and installation of all landscaping, grasses, lawns or ground cover, except those in confined gardens or planters must be approved by the Architectural Review Committee. Only sod or other ground cover approved by the Architectural Review Committee shall be installed in the front and side yards on each Lot. All yards and landscaping shall be maintained and shall not be allowed to become unsightly. Lawns shall be mowed on a regular basis. Undeveloped Lots must be mowed at least twice each year and may not be used as a dumping area for trimmings or grass clippings.

**7.22.1. Parking on Street.** Only temporary parking shall be permitted on the street in order to provide adequate access for emergency vehicles, snow and garbage removal. Owners may be fined if they or their tenants consistently park on the street or park overnight. The Harmony Court Homeowners' Association will not be held responsible if a homeowner, tenant or guest's vehicle blocks access for emergency vehicles.



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**CERTIFICATE OF AMENDMENT OF THE  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS FOR HARMONY COURT SUBDIVISION**

Whereas the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARMONY COURT SUBDIVISION ("the Declaration") recorded on July 15, 2004, as Reception No. 200419710210 in the office of the Clerk and Recorder of Flathead County, Montana, provides in Article XV, Section 15.2.3 for the amendment of said Declaration by the vote of 67% of the lots of the Subdivision, and the BYLAWS OF HARMONY COURT HOMEOWNERS' ASSOCIATION, INC. ("the Bylaws") recorded May 29, 2009, as Reception No. 200900015189 in the office of the Clerk and Recorder of Flathead County, Montana, provides in Article IV, Section 4 that absent members who do not submit a signed proxy by their absence assign their proxy to the Board of Directors to vote.

Now, the undersigned officer of the Homeowners' Association for Harmony Court a Subdivision, Inc., d/b/a Harmony Court Homeowners' Association, hereby certifies that a majority of homeowners have consented to the amendment of the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARMONY COURT SUBDIVISION ("the Declaration") recorded on July 15, 2004, as Reception No. 200419710210 in the office of the Clerk and Recorder of Flathead County, Montana, in the manner set forth in the "Declaration" Article XV and the "Bylaws" Article IV.

HARMONY COURT HOMEOWNERS' ASSOCIATION

DATE: 1 April 2010 By: Beverley S. Zierow  
Print name: Beverley S. Zierow  
Print title: Secretary/Treasurer



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STATE OF MONTANA  
SS:  
COUNTY OF FLATHEAD

BEVERLEY S. ZIEROW appeared before me, signed or acknowledged  
his/her signature(s) above, and swore to the truth of the above statement on  
APRIL 1, 2010, as SECRETARY / TREASURER  
of the Homeowners' Association for Harmony Court, a Subdivision, Inc., d/b/a  
HARMONY COURT HOMEOWNERS ASSOCIATION.



KAREN A YERIAN  
NOTARY PUBLIC-MONTANA  
Residing at Columbia Falls, Montana  
My Comm. Expires February 01, 2012

Karen A. Yerian  
Print name:

Notary Public for the State of Montana  
Residing at \_\_\_\_\_, Montana  
My commission expires: