

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 16th day of December, 1964, by LOWELL WOODEN and ANNE WOODEN, husband and wife, and CONRAD PETERSON, a single man, all of Bigfork, Flathead County, Montana, hereinafter called the DECLARANTS;

W I T N E S S E T H:

WHEREAS, LOWELL WOODEN and ANNE WOODEN are the legal owners of the real property described in Clause I of this Declaration, and

WHEREAS, CONRAD PETERSON is the purchaser of said property under contract, upon which the balance of the purchase price has not yet been paid, and

WHEREAS, LOWELL WOODEN and ANNE WOODEN, join in this Declaration for the sole purpose of benefiting CONRAD PETERSON in enabling him to carry out his intention to plat, subdivide and sell said property and to comply with the statutes of the State of Montana relative to platting and dedication of property, and

WHEREAS, DECLARANTS are the owners, legal and equitable, of the real property described in Clause I of this Declaration, and are desirous of subjecting the real property so described in Clause I 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 bind the successors in interest, and any owner thereof.

NOW THEREFORE, LOWELL WOODEN and ANNE WOODEN, husband and wife, and CONRAD PETERSON, a single man, being all the persons having any interest in all of the property described in Clause I, hereby declare that the real property described in and referred to in Clause I hereof is and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants and reservations hereinafter set forth.

DEFINITION OF TERMS

"Building Site" shall mean any lot or any two or more continuous lots in a single ownership and upon which a building or dwelling may be erected in conformance with the requirements of these covenants.

"Owners" shall mean LOWELL WOODEN and ANNE WOODEN, husband and wife, and CONRAD PETERSON, a single man.

CLAUSE IProperty Subject to this Declaration:

The real property which is and shall be held, conveyed, transferred and sold subject to the conditions, restrictions, covenants and reservations hereinafter set forth, is located in the County of Lake, State of Montana, and is more particularly described as follows:

Lots 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25, all in Rippling Waters, according to the plat thereof on file and of record in the Office of the County Clerk and Recorder, Lake County, Montana.

RECORDED AT _____
 MICROFILE _____
 FEB. 8 _____ BY _____ DCP.

No other property other than that described above shall be deemed subject to Clause II of this Declaration unless and until specifically made subject thereto.

DECLARANTS may from time to time subject additional real property to the conditions, restrictions, covenants and reservations contained in Clause II by appropriate reference hereto.

CLAUSE II

Purposes

The real property described in Clause I hereinabove set forth is subjected to the covenants, restrictions, conditions and reservations in Clause III hereinafter declared, 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 insure the highest and best development of said property; to encourage the erection of attractive homes thereon with appropriate locations on building sites; to secure and maintain proper set-backs from lot lines in adequate free spaces between structures; and in general to provide adequately for a high-type and quality of improvements in said property, and thereby to enhance the values of improvements made by purchasers of building sites thereon.

CLAUSE III

Covenants, Restrictions, Conditions and Reservations

1. Land Use and Building Type: The covenants contained in this Clause III shall apply to all of the property hereinbefore described in Clause I, which shall be residential building sites only, and shall be used only for residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any building site other than a single family dwelling.

2. Architectural Control: No dwelling shall be erected, placed or altered on any building site which contains less than 400 square feet, exclusive of open porches, pergolas, or attached garage if any; no building shall be erected or placed on any building site which is not of good quality workmanship and material, and all buildings erected, placed or altered on any building site shall be in harmony in construction and color with existing structures, and the natural features of the area.

3. Construction Time: Each building erected, placed or permitted to remain on any building site must be completed within one and one-half years from the date of commencement of construction. It is the intention of this Clause to prevent the undue delay in the completion of construction of buildings to the end that unfinished buildings will not detract from, nor depreciate the value of the adjacent lots or natural beauty of all of the property.

4. Building Location: The location of any building on any building site shall be such that no portion of said building shall be closer than 20 feet to the front lot line of said building site, nor closer than 10 feet to the inside lot lines of said building site nor closer than 10 feet to the rear lot line of said building site.

5. Subdivision: No building site shall be subdivided in any units of less than one full lot according to the plat of Rippling Waters, for the purpose of being sold, leased or rented.

6. Nuisances: No noxious or offensive activity shall be allowed or carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, and no store, shop or factory shall be erected on any building site.

7. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any building site at any time as a residence, either temporarily or permanently, excepting only as hereinafter set forth. This restriction shall not apply to the use of tents on any building site for recreational purposes for a period not exceeding 30 days, nor to the use of a house trailer or mobile home on any building site for a period not exceeding 90 days, provided that arrangements for sewage disposal have been made in accordance with Paragraph 12 of these conditions, restrictions, covenants and reservations.

No house trailer or mobile home shall be used on any building site as a residence in excess of 90 days, unless it shall be used as a permanent residence, be of at least 320 square feet dimensions, and be placed upon a permanent foundation.

8. Oil and Mining Operations: No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operation of any kind shall be permitted on or in any building site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any building site.

9. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and are not kept in unreasonable numbers.

10. Fences: No boundaries or fences exceeding 7 feet in height shall be erected, constructed or maintained on any building site, and all fences erected, constructed or maintained must harmonize with the existing structures and natural beauty of the neighborhood.

11. Garbage and Refuse Disposal: No building site shall be used or maintained as a dumping ground for rubbish. All trash, garbage or other waste shall be kept in sanitary containers. All containers for the disposal of such material shall be kept in a clean and sanitary condition, and all building sites shall be kept free of debris, trash and fire hazards.

12. Sewage Disposal: No individual sewage disposal system shall be permitted on any building site unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Montana State Board of Health, the Federal Housing Administration, and County Board of Health, or their successors, and unless said sewage disposal system consists of septic tank of proper size and cesspools and drain fields as required by Montana State Board of Health.

CLAUSE IV

General Provisions

1. Term: 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 20 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument in writing, signed by a majority of the owners of the building sites has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement: If there shall be a violation or threatened or attempted violation of any of said covenants, conditions, stipulations or restrictions, it shall be lawful for any person or persons owning any real property situate in Rippling Waters to prosecute proceedings at law or in equity against all persons violating or attempting to or threatening to violate any such covenants, restrictions, conditions or stipulations and either to prevent his or them from so doing or to recover damages or other dues for such violations: provided however, that a violation of these restrictive covenants, or any one or more of them, shall not effect the lien of any mortgage now of record, or which hereafter may be placed of record, upon said lots or any part thereof.

3. Conveyance of Property: Deeds of conveyance for said property or any portion thereof may contain the above covenants, conditions, stipulations and restrictions by referring to this document, but whether or not such reference is made in such deeds, each and all of these covenants, conditions, stipulations and restrictions shall be binding on the respective grantees.

4. Severability: Invalidation of any one or more of these covenants by judgment or Court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Lowell Wooden
LOWELL WOODEN

Anne Wooden
ANNE WOODEN

Conrad Peterson
CONRAD PETERSON

STATE OF MONTANA)
) ss
County of Flathead)

On this 16th day of December, 1964, before me, the undersigned, a Notary Public for the State of Montana, personally appeared LOWELL WOODEN, ANNE WOODEN, and CONRAD PETERSON, 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 first above written.

[Signature]
Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission expires 9/12/67