

DECLARATION OF PROTECTIVE COVENANTS

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THIS DECLARATION is made this 17th day of June, 1974, by J. Byron Christian and Mary L. Christian of Jette Lake, Polson, Montana, hereinafter called "Declarants".

RECITALS:

Declarants make this Declaration upon the basis of the following facts and intentions:

A. Declarants are the owners of the following described real property located in Lake County, Montana:

See Exhibit "A" incorporated herein by reference.

The above described property is hereinafter referred to as "Property".

B. Declarants plan to subdivide and develop the Property and impose thereon beneficial protective covenants under a general plan of improvement for the benefit of such real property, every part thereof and interest therein.

NOW, THEREFORE, Declarants hereby declare that the Property shall be held, sold, conveyed, encumbered, used, occupied and improved subject to the following easements, restrictions, covenants and conditions, all of which are in furtherance of a plan for subdivision, improvement and sale of said real property and are established for the purpose of enhancing the value, desirability and attractiveness of the real property and every part thereof. All of the easements, restrictions, covenants and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall be for the benefit of each owner of any portion thereof and inure to the benefit of and be binding upon each successor in interest of such owners.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean Jette Lake Landowners Association, its successors and assigns.

Section 2. "Common Area" shall mean all real property in which the Association owns an interest for the common use and enjoyment of all of the members. Said interest or interests may include, without limitation, estates in fee, estates for a term of years or easements. The common area to be owned by the Association at the time of the conveyance of the first lot is described as Jette Lake and adjoining area described as follows:

See Exhibit "B" incorporated herein by reference.

Section 3. "Lot" shall mean any lot shown on a recorded subdivision plat of a portion of the properties, except common area.

Section 4. "Member" shall mean any person or entity holding membership in the Association pursuant to its articles of incorporation and its by-laws.

Section 5. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Immediate Family" shall mean husband, wife, son, daughter, father or mother.

ARTICLE II.

PROPERTY RIGHTS

Section 1. Owners Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area and shall have use of all common facilities, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- a. The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area;
- b. The right of the Association to establish rules and regulations for use of any and all common facilities and open space;
- c. The right of the Association to suspend the voting rights and right to the use of common facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- d. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and

subject to such conditions as may be agreed to by the members; no such dedication or transfer shall be effective unless an instrument signed by 90% of all owners agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his immediate family, his tenants, or contract purchasers who reside on the property, or bona fide house guests of any of the above.

Section 3. Each lot and the Common Area shall be subject to such rights of way and easements as the Declarants (and the Association after it has acquired title to the Common Area) may grant for installation and maintenance of water lines, power lines, and telephone lines. The Declarants specifically reserve the right and power to grant such easements, while title to the Common Area remains in the Declarants and the said Association shall have such right and power after transfer to it of title to the Common Area. Installations for water and sewer lines and utility lines, including electric power and telephone lines, shall be underground and at the expense of the lot owner desiring the same.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Class A and Class B membership shall be appurtenant to and may not be separated from the ownership of any lot subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A: Class A members shall be all owners with the exception of the Class B member named below. Class A members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B: The Class B member shall be the Declarants, which shall be entitled to four votes for each lot owned.

Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in Class A membership equals the total votes outstanding in Class B membership, or
- (b) June 1, 1976.

ARTICLE IV.

MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents on the Properties and for the improvement and maintenance of the Common Area and for stocking Jette Lake with fish.

Section 3. The Association shall make no annual assessments until after July 1, 1976. The maximum assessment per lot which may be made by the Association in the calendar year 1976 shall not exceed \$100.00 per lot; thereafter the maximum annual assessment may be increased each year by not more than 10% above the maximum assessment for the previous year without a vote of the membership. The amount of the annual assessments shall be fixed by the Board of Directors.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association

may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds ($2/3$) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of Class A and Class B members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($1/2$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments for Class A and Class B members must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on June 1, 1976. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty days in advance of each annual assessment, except that the assessment for the year 1976 may be fixed at any time during that year. Written notice of the annual assessment shall be sent to every owner or member subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days

after the due date shall bear interest from the due date at the rate of 10 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or trust indenture. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V.

ARCHITECTURAL CONTROL

Section 1. No residential or other structure and no fence, wall, garage, out building or other structure, nor wire, pipe, cess-pool, septic tank, well, walkway, hedge, driveway, antenna, or exterior ornament of any kind or any addition, alteration or remodeling thereof, shall be made, erected, altered, placed or permitted to remain upon the properties until plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to a Design Review Committee consisting of three members appointed by the Board of Directors of Jette Lake Landowners Association and approved in writing by the Committee as to harmony of external design, location in relation to surrounding structures and topography, and the construction and the materials to be used in the construction. At least two of the three committee members shall be members of the Jette Lake Landowners Association and it is suggested that one of the members have professional qualifications in the area of architecture, design or land planning. In the event the Design Review Committee fails to approve or disapprove such design, location, construction, and materials within thirty (30) days after the detailed plans and specifications have been submitted

to it, approval shall not be required and this article will be deemed to have been fully complied with. Any plans, specifications and proposals so approved, either expressly in writing or by the expiration of the thirty day period hereinabove provided, shall then permit the owner to commence construction in accordance with said plan, but any deviation from said plan which in the judgment of said Committee is a substantial detriment to the appearance of the structure or of the surrounding area shall be corrected to conform with the plan as submitted. Any structure to be erected in accordance with approval so given must be erected and completed within eighteen months of approval or new approval obtained. If any structure is begun and is not completed within one year of the commencement of construction, and in the judgment of the Design Review Committee is of offensive or unsightly appearance, the said Committee or the Directors of Jette Lake Landowners Association at the option of either may take such action as may be necessary in its judgment to improve the appearance so as to make the property harmonious with other properties, including completion of the exterior of the structure, screening or covering of the structure or any combination thereof, or similar operations, and the amount of any expenditures made in so doing shall be a lien on the property and may be enforceably by an action at law. The Design Review Committee may act by a majority of its members and any authorization or approval made by the Committee must be signed by a majority of the members thereof.

Section 2. Neither the Association, the Design Review Committee, nor the individual members thereof, may be held liable by any person for any damages for any committee action taken pursuant to these covenants, including, but not by way of limitation, damages which may result from correction, amendment, changes or rejection of plans, the issuance of building permits or any delays associated with such action on the part of the Committee.

ARTICLE VI.

MINIMUM BUILDING AND USE RESTRICTIONS

No structure which fails to meet the following minimum standards shall be erected, placed or allowed to remain in any lot, and the Design Review Committee shall have no power to approve any structure failing to at least meet these minimum standards:

1. With the exception of the Common Area, none of the lots in the subdivision may be used or improved for other than private residential purposes, and no more than one one-family dwelling shall be erected, placed or maintained on any lots.

2. No lot in the subdivision or any building or improvement erected thereon shall at any time be used for the purpose of any trade, profession, manufacturing or business of any description, nor for hospitals, duplexes, apartment houses, nor any other multiple dwelling house except that nothing herein shall preclude an owner from maintaining a business or professional office within his residence.

3. Plans for improvements on each residential lot shall provide for off-street parking.

4. No residential lot shall be further subdivided in any manner.

5. No chickens, swine, poultry, goats or other livestock shall be raised, kept or cared for on any lot or on the Common Area, except that cattle or riding horses may be stabled and pastured on any said lot and dogs, cats or other common household pets may be kept in accordance with rules of the Association, provided they are not bred or maintained for commercial purposes. Horses and cattle must be kept in such manner so as not to overgraze the lots. Further, Declarants will graze the entire area with cattle and horses until a particular lot is individually fenced by a purchaser.

6. No signs, billboard, posters or other advertising devices of any kind or character may be erected or displayed upon any of the residential lots except Jette Lake promotion signs and signs displayed to identify the occupants of a dwelling or business office and such signs must have approval of the Design Review Committee.

7. Fences must be well constructed, neat in appearance and have approval of the Design Review Committee unless they are standard legal stock fences.

8. Outside illumination equipment or fixtures shall not be constructed unless attached to the main residential structure or garage, or unless attached to a pole not to exceed 8 feet in height, which pole will conform with the general architectural plan of the

residence. Any connection between the residence or garage and any other outside illuminations, if such illuminations are not attached to such residence or garage, will be underground. All outside wiring shall be subterranean. Television, radio and other antennae located upon said premises are to be located so as to be inconspicuous.

9. No structure of a temporary character, including but not limited to trailers, mobile-homes, set together or expanding trailer houses or basement, tent, shack, barn or outbuilding other than as above described shall be constructed, placed or used on any lot at any time as a residence or otherwise, nor shall any residential structure be occupied until the exterior is completed, painted and the water supply and sewer system completed and the written approval of the local health authority. No old buildings or house of any type may be moved onto the above described property.

10. Modular homes will be allowed as single family dwellings constructed on the property provided they meet the following criteria:

- a. That the modular homes are placed on a permanent foundation.
- b. That the modular home is connected to a sewer and water system.
- c. That the modular home qualifies for permanent Farmers Home Administration or Veterans Administration home financing.
- d. That the modular homes comply with the state building and electrical codes.
- e. That the modular home meets the other requirements of these restrictive covenants.

11. No trash, debris, organic or inorganic wastes shall be permitted to accumulate on any lot or in any street adjacent thereto, but shall be promptly and efficiently disposed of, and no vacant or other lot shall be used as a dump ground or burial pit.

12. Except in an emergency situation when necessary for the preservation of life or property, the discharge of firearms shall be prohibited.

13. Snowmobiles, trail bikes, chain saws, motorcycles, and other noisy vehicles and equipment may be used within the Common Area only in accordance with rules established by the Association.

14. Mining, quarrying, excavation, oil drilling, or development of any kind shall not be allowed on any lot or common area except

for such excavation as may be necessary in connection with the construction or placement of improvements thereon in accordance with this declaration.

15. All construction shall comply with provisions of the following standard codes or their amendments: The Uniform Building Code, the National Plumbing Code and the National Electrical Code.

16. No building, structure, alteration or improvement shall exceed 20 feet in height measured from the average level of finished grade without first securing unanimous approval of the Design Review Committee.

ARTICLE VII.

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to so thereafter do.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land for a term of twenty-five years from the date this declaration is recorded, after which time such covenants shall automatically be extended for successive ten year periods, unless an instrument is recorded, signed by the owners of 60% of the area of all of the lots within this subdivision, agreeing to revoke or amend said covenants in whole or in part. This declaration may be amended during the first twenty-five year period by an instrument signed by not less than 75% of the lot owners, except that Article 6, Section 1 and Section 4 shall not be amended without approval of the Board of County Commissioners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein,
have executed this Declaration this 17th day of June,
1974.

J. Byron Christian

Mary L. Christian

STATE OF MONTANA)
 :
County of Lake)

On this 17th day of June, 1974, before me, the
undersigned, a Notary Public of the State of Montana, personally
appeared J. BYRON CHRISTIAN and MARY L. CHRISTIAN, known to me to
be the persons named in and who executed the foregoing instrument
and acknowledged to me that they executed the same.



Jean S. Rago
Notary Public for the State of Montana
Residing at Polson, Montana
My commission expires 8/9/74

EXHIBIT "A"

TRACT A

A tract of land located in and being a portion of the South One-Half of the South One-Half (S-1/2 S-1/2) of Section 11, the South One-Half of the Southwest One-Quarter (S-1/2 SW-1/4) of Section 12, the West One-Half (W-1/2) of Section 13 and portions of Section 14, Township 23 North, Range 21 West, Principal Meridian Montana, Lake County, Montana, and being more particularly described as follows:

Beginning at the Section corner common to Sections 10, 11, 14 and 15 of Township 23 North, Range 21 West the true point of beginning; thence, N. 00°10'01" W. along the Section line common to said Sections 10 and 11 a distance of 1308.62 feet; thence, N. 89°28'33" E. along the North boundary of the South One-Half of the Southwest One-Quarter (S-1/2 SW-1/4) of Section 11 a distance of 2682.74 feet; thence, N. 89°37'25" E. along the North boundary of the South One-Half Southeast One-Quarter of said Section 11 a distance of 2628.34 feet; thence N. 89°56'54" E. along the North boundary of the South One-Half Southwest One-Quarter of said Section 12 a distance of 805.91 feet to a point on the Westerly boundary of U.S. Highway No. 93; thence, the following two (2) courses along said Highway right-of-way: S. 26°17'53" E. 2749.15 feet to a point on a tangent curve; thence, Southeasterly along said tangent curve being concave to the Southwest and having a radius of 5637.38 feet a distance of 990.00 feet; thence, running S. 24°48'04" W. and leaving the right-of-way of said Highway a distance of 1086.87 feet; thence S. 51°52'29" W., 2853.90 feet; thence West, 700.00 feet; thence, N. 31°26'39" W. 591.75 feet; thence N. 03°00'28" E., 832.02 feet; thence, S. 79°03'56" W., 1542.31 feet; thence N. 78°56'33" W., 1500.00 feet; thence, N. 23°54'39" W., 677.51 feet; thence, N. 34°38'18" W., 200.00 feet; thence, N. 88°33'39" W., 685.72 feet to the One-Quarter Section corner common to Sections 14 and 15, Township 23 North, Range 21 West; thence, N. 00°4'29" E. along the Section line common to said Section 14 and 15 a distance of 2651.67 feet to the true point of beginning. Containing 824.85 acres and all according to Certificate of Survey #2278 on file in the Lake County Clerk and Recorders Office.

STATE OF MONTANA, COUNTY OF LAKE

RECORDED AT 432 JUL 30 1974

INDEXED 26088

BY Samuel Redman

EXHIBIT "B"

Lot Fifty-five (55) of JETTE LAKE, a subdivision on file and of record in the office of the Clerk and Recorder of Lake County, Montana.