

29- 330354

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made this April 4/2/91 day of April, 1991, by GEORGE A. BEYER and HARRIET F. BEYER, of Sylvan Drive, Bigfork, Montana 59911, hereinafter referred to as Declarant;

W I T N E S S E T H:

GEORGE A. BEYER and HARRIET F. BEYER are the beneficial owners of certain real property located in Lake County, Montana, described on Certificates of Survey Nos. 4301 and 4302, records of Lake County, Montana; said property shall hereinafter be described as the "Property."

Declarant may, contemporaneously herewith and/or in the future, sell portions of said real property to purchasers who, by accepting a deed thereto, agree to acquire such real property subject to the provisions of this Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration").

Declarant hereby makes and declares the following limitations, restrictions and uses upon the Property as restrictive and protective covenants running with such Property, and binding upon each purchaser, its heirs, personal representatives, administrators, successors and assigns so long as this Declaration shall remain in effect; said Covenants, Conditions and Restrictions 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 owners thereof.

1. DEFINITIONS: As used in the Declaration, the following words and terms shall have the following meanings:

- Declaration This Declaration of Covenants, Conditions and Restrictions.
- The Property The property shown on Certificates of Survey Nos. 4301 and 4302, records of Lake County, Montana.
- Building Site Any lot, portion thereof, or any two or more continuous lots in a single ownership and upon which a dwelling or building may be erected in conformance with the requirements of this Declaration.
- Declarant George A. Bayer and Harriet F. Boyer.

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Owner The record owner of a fee simple title to any part of the Property, including contract buyers.

Lot Any plot of land shown upon any recorded subdivision plat or map of the Property.

2. GENERAL PURPOSES: The property is subject to the Covenants, Conditions and Restrictions hereby declared to insure the best use and most appropriate development and improvement of each building site thereof; to protect the owners of building sites and to appreciate the value of their property; to preserve so far as is practicable the natural beauty of said property; to guard against the erection thereon of structures built of improper or unsuitable material to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon; to adequately provide for a high quality of improvements of said property and thereby enhance the values of improvements made by purchasers of building sites thereof.

3. LAND USE AND BUILDING TYPE: No business, trade, industrial or commercial enterprise of any kind shall be conducted thereon. No lot shall be subdivided in any manner.

4. DWELLING SITE: No dwelling, other than a guest house, shall be permitted on any lot, the ground floor area of which is less than One Thousand (1,000) square feet of living area for a single story dwelling. Multiple story buildings may not have less than Two Thousand Two Hundred (2,200) square feet of total living area. No dwelling shall have less than a two car enclosed garage nor larger than a three car enclosed garage. For the purposes of this paragraph, the basement, porch, decking, steps, and garage shall not be considered part of the living area.

5. DWELLING CONSTRUCTION: All dwellings shall be constructed on the lot and shall be permanent in nature. Only new materials may be used, except for used brick, beams and the like if an integral part of the architecture of the dwelling. If metal roofs are used, they must be attractive and of a dull finish (not shiny).

a. No mobile homes will be permitted on the Property, except during dwelling construction. Dwelling construction shall be completed within Eighteen (18) months after commencement.

6. BUILDING LOCATION: No building shall be located nearer than Twenty Five (25) feet to the front property line or high water line of any lot, Twenty (20) feet to the rear property line, or nearer than Twenty (20) feet to any side lot line.

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7. **BUILDING EXCAVATION/FOUNDATIONS:** All excavated material created during building construction shall be used on the lot to establish proper site drainage and terrain for landscaping. Any excavated material not needed for such purposes shall be removed from the property within one year of construction completion. The maximum exposed foundation above grade shall be Eighteen (18) inches. All footings and foundations will be of poured concrete or concrete block construction.

8. **TEMPORARY STRUCTURES:** No trailer, basement, tent, shack, garage, barn or other such building erected or placed on any lot shall at any time be used as a residence, either temporarily or permanently, except that mobile homes may be occupied as residences during the eighteen month construction period provided herein.

9. **VEHICLES:** Mobile homes, motor homes, trailers, large trucks, unlicensed or unsightly vehicles shall not be parked or allowed to remain along roadways or on the property. Motor homes, trailers, pickups carrying campers, pickup campers not in use, boats and boat trailers shall be placed in a garage or other location where they are screened from view of both the residences and Flathead Lake.

10. **ANIMALS:** No animals of any kind shall be raised, bred, or kept on any lot excepting that a total of more than Two (2) dogs, cats and other domestic animals may be kept and raised, but not for commercial purposes. Permitted animals must be confined to the lot of their owner and not permitted to run at large.

11. **NUISANCE:** No noxious or offensive activity shall be carried on or permitted upon any Lot; nor shall anything be done or permitted which shall constitute an annoyance or public nuisance thereon; nor shall the premises be used in any way or for any purpose which may endanger the health or safety of or unreasonably disturb the residents of any Lot. Outdoor barbecues are not considered nuisances under this paragraph.

12. **GARBAGE:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in covered, reasonably airtight containers. Such containers must be kept in a garage or other enclosed area.

13. **LANDSCAPING:** No hedge, shrubs or other plantings, nor any fence, shall be permitted which unreasonably obstructs the view of any owner or motor vehicle driver. Driveways will be large enough to accommodate a minimum of two vehicles. Landscaping shall be completed within One (1) year of occupancy and shall be planned and maintained in an attractive manner consistent with that of the other Lots.

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14. SIGNS: No signs shall be placed on any lot except name plates and One (1) unlighted sign not exceeding Three (3) square feet in surface area advertising the sale or lease of the lot or improvement thereon. Newspaper tubes (free-standing at the curb) will not be allowed.

15. BURNING: Open fires are not permitted on the property except for the normal burning of seasonal yard and garden cleanup with proper permit, if required, from local authorities. Outdoor barbecues and beach fires are not open fires within the meaning hereof.

16. UNDERGROUND UTILITIES: All utility lines to the Property and Lots shall be buried underground and in accordance with the appropriate regulations of the respective utility companies.

17. NUMBER OF RESIDENCES: A total of no more than Eight (8) residences, excluding guest houses, may be erected upon the Property. No buildings may be erected on Tract 1 as shown on Certificate of Survey No. 4302, records of Lake County, Montana.

18. ENFORCEMENT COSTS: In the event either a buyer or seller of a Lot defaults under the terms of this Declaration, the nondefaulting party shall be entitled to reasonable costs and attorney fees incurred because of such default.

19. AMENDMENT OR REVOCATION: After a term of Thirty (30) years from recording this Declaration, this Declaration may be amended or revoked upon the written approval, in recordable form, of a majority of the Owners of Lots.

20. DURATION AND WINDING UP: This Declaration and the covenants contained herein shall continue in full force and effect with respect to the Property for Ninety Nine (99) years from the date of recording this Declaration or until the Lots voluntarily, by unanimous agreement of all of the owners of Lots hereunder, cease to be subject to the Declaration by operation of Paragraph 19 hereof, which ever first occurs.

21. GENERAL:

a. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

b. The provisions of this Declaration shall be governed by the laws of the State of Montana.

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c. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural, the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration this 2nd day of April, 1991.

George A. Beyer
GEORGE A. BEYER

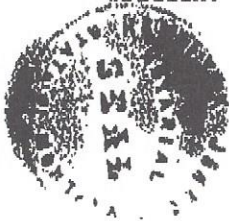
Harriet F. Beyer
HARRIET F. BEYER

ACKNOWLEDGMENT

STATE OF MONTANA)
County of Fork) ss.

On this 2nd day of April, 1991, before me, the undersigned, a Notary Public for the State of Montana, personally appeared GEORGE A. BEYER and HARRIET F. BEYER, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



Notary Public
Notary Public, State of Montana
Residing at Fork Montana
My Commission expires March 1, 1993

After recording, return to:
George A. Beyer & Harriet F. Beyer
Sylvan Drive, East Lake Shore
Bigfork, MT 59911

rbj/mrc/200-2.doc

STATE OF MONTANA, COUNTY OF LAUREL
Recorded 12:47 o'clock P M. NOV 14 '91
330354 RUTH E. HODGES
25
By: J. J. Hodges

40- 381134

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT made the 23rd day of January, 1997, between George A. Beyer and Harriet Frances Beyer, and James P. Manley, and John M. Drath and Michele H. Drath and David J. Beyer and Debra Beyer,

WITNESSETH:

WHEREAS, George A. Beyer and Harriet Frances Beyer are the owners of property described as Lot 1 and Lot 2 of "The Pines" Subdivision records of Lake County Clerk and Recorder, and

WHEREAS, David J. Beyer and Debra Beyer are the owners of Tract 3A on Certificate of Survey No. 5301 records of Lake County Clerk and Recorder, and

WHEREAS, James P. Manley is the owner of the property described as Tract #1, Certificate of Survey No. 3512 records of Lake County Clerk and Recorder, and

WHEREAS, John M. Drath and Michele H. Drath are the owners of the property described as Tract B, Certificate of Survey 4301 and Tract 1 Certificate of Survey 4302 records of Lake County Clerk and Recorder, and

WHEREAS, Michael F. Ward and Carol Beyer Ward are the owners of the property described as Tract "2" Certificate of Survey 4302, records of Lake County Clerk & Recorder, and

WHEREAS, the parties hereto have easements across Grandview Drive to Sylvan Drive and across the Orchard Hills Mobile Home Court to Sylvan Drive, and

WHEREAS, the 30' private road easement shown on Certificate of Survey 4302, and the 30' road easement described in recorded easements 375551 and 330416 all as shown on "The Pines" Subdivision are intended to be private in all respects, and have been dedicated to the sole use of the owners (and successors in interest) of lots shown on "The Pines" Subdivision as well as for Tract #1 Certificate of Survey #3512, Tract "B" of Certificate of Survey #4301, and Tracts 1, 2 and 3 of Certificate of Survey #4302 for ingress and egress and all utility purposes, and

WHEREAS, it is understood and agreed by the public authorities that the owners, and their successors in interest, of the lots shown on "The Pines" Subdivision will provide for the all season maintenance of the private roadways reflected thereon including the roadways Grandview Drive to Sylvan Drive and existing roadways in Orchard Hills Mobile Home Court to Sylvan Drive, and

WHEREAS, the parties hereto desire to enter into an agreement for the maintenance of the roadways described herein,

NOW THEREFORE, the parties agree as follows:

1. The parties agree to share the cost and expenses of the all season maintenance or improvements necessary to maintain all improvements to the private roadway system herein above described.

2. Repairs or maintenance on the roadway shall be required when a unanimous decision is reached by the owners of the parcels which are bound by this agreement. Pursuant to that decision, such owners shall then initiate the repairs or maintenance within 60 days, unless otherwise agreed, with each of those owners having parcels bound by this agreement bearing equal shares per parcel of the cost and expense thereof. In the event that either of the parcels are divided, maintenance cost shall be shared proportionately between the number of parcels having use of the road. For purposes of voting under this agreement, each owner of the parcel of land now owned or being purchased shall be limited to one vote. If the owners of the parcels bound by this agreement fail to pay their share of the repair or maintenance cost, the other parties shall be entitled to costs, attorneys' fees and interest at the highest legal rate, from the day of invoice payment, in the event suit is initiated to enforce this agreement.

3. This agreement shall be deemed and is intended to run with the land and shall be binding upon the undersigned, their heirs, personal representatives, successors, and assigns until such time as said roadway shall be dedicated to and accepted for use as a public roadway by a governmental entity.

4. It is understood and agreed that the provisions of this roadway agreement may not be amended without the consent of the Lake County Board of County Commissioners.


George A. Beyer


Harriet Frances Beyer

381134

James P. Manley
James P. Manley

John M. Drath
John M. Drath

Michelle H. Drath
Michelle H. Drath

David J. Beyer
David J. Beyer

Debra Beyer
Debra Beyer

Michael F. Ward
Michael F. Ward

Carol Beyer-Ward
Carol Beyer Ward

STATE OF MONTANA)
County of Flathead

On Jan 23rd 1997, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared George A. Beyer and Harriet Frances Beyer known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



Rose M. Hall
Notary Public for the State of MT
Residing at: Bigfork
My commission expires: 11-2000

STATE OF MONTANA)
County of)

On 29th 1997, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared James P. Manley, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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



Pamela M. Russell
Notary Public for the State of MT
Residing at: Bigfork
My commission expires: 5-2-99

381134



STATE OF California)
County of Contra Costa)

On 3-14, 1997, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared John M. Drath and Michele M. Drath, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



Steph Miranda
Notary Public for the State of California
Residing at: 1454 Greenlawn Dr., Danville, CA 94526
My commission expires: 9/17/00

STATE OF MONTANA)
County of Ravalli)

On 2-14, 1997, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared David J. Beyer and Debra Beyer, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

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



Carole J. Jeter
Notary Public for the State of MT
Residing at: Millerton
My commission expires: 6-26-98

STATE OF MONTANA)
County of FLATHEAD)

On February 3, 1997, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Michael F. Ward and Carol Beyer Ward known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



Oliver K. Tomlinson
Notary Public for the State of MT
Residing at: 3270 Footfall Road; Kalispell, MT 59901
My commission expires: Sept 18, 1998

STATE OF MONTANA, COUNTY OF LAKE
Recorded At 11:37 on APR 16 1997
File # 381134 RUTH E. HODGES Recorder
Fee \$ 18.00 by Theresa Kille Deputy

Return to:
George Beyer
284 Grand View Dr.
Bigfork, MT 59911

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT made the 25th day of June, 1991 between George A. Beyer & Harriet Frances Beyer, and James P. Manley, and John M. Drath & Michele R. Drath.

WITNESSETH:

WHEREAS, the undersigned, Beyers, Manley and Draths, are the owners of property located at Woods Bay, Montana, further described as see attached legal description.

WHEREAS, George A. Beyer & Harriet Frances Beyer the owner of property described as Tracts 1,2,3&4 C.O.S. 4302 as recorded by Lake County Clerk & Recorders Office, James P. Manley is the owner of property described as Tract 1, C.O.S. 3512 as recorded by Lake County Clerk & Recorders Office, and John M. Drath & Michele H. Drath are the owners of property described as Tract B of C.O.S. 4301 as recorded by Lake County Clerk & Recorders Office.

WHEREAS, the aforementioned owners wish to enter into an agreement for maintenance of the private roadway for ingress and egress as depicted on available county maps.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Expenses to be shared. The parties agree to share the costs and expenses of any maintenance or improvement necessary to maintain the above-described private roadway in good repair.
2. Repairs of maintenance on the roadway shall be required when a decision is reached by the owners of the parcels which are bound by this agreement. Pursuant to that decision, such owners shall then initiate the repairs or maintenance within 60 days, unless otherwise agreed, with each of those owners having parcels bound by this agreement bearing equal shares per parcel of the cost and expense thereof. In the event that either of the parcels are divided, it is agreed by all named parties that the road maintenance cost shall be shared proportionately between the number of parcels having use of the road. For purposes of voting under this agreement, each owner of the parcel of land now owned or being purchased shall be limited to one vote. If the owners of the parcels bound by this agreement fail to pay their share of the repair or maintenance cost, the other parties shall be entitled to costs, attorney's fees and interest at the highest legal rate, from the day of invoice payment, in the event suit is initiated to enforce this agreement.
3. This agreement shall be deemed and is intended to run with the land and shall be binding upon the undersigned, their heirs, personal representatives, successors, and assigns until such time as said roadway shall be dedicated to and accepted for use as a public roadway by a governmental entity.

Henry A. Bay

Harriet S. Bay

James P. Mankay

J. M. Grant

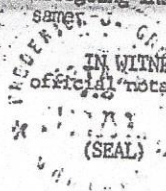
Richard H. Drath

STATE OF MONTANA)

County of Flathead

On this 25th day of JUNE, 1991 RD, 1989, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared GEORGE A. AND HARRIET F. BEYER, known to me to the person s whose name s subscribed to the foregoing instrument and acknowledged to me that THEY executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notary seal the day and year first above written.



Frederic L. Grant
Notary Public for the State of Montana
Residing at Big Lake
My Commission Expires Nov 6, 1992

STATE OF MONTANA)

County of Flathead

On this 25th day of June, 1991 2B, 1989, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared JAMES P. MANKAY, known to me to the person whose name subscribed to the foregoing instrument and acknowledged to me that He executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notary seal the day and year first above written.



Frederic L. Grant
Notary Public for the State of Montana
Residing at Big Lake
My Commission Expires Nov 6, 1992

STATE OF MONTANA)
County of FURTHED)

On this 10th day of August, 1991, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared JOHN M. DRATH AND MICHELE H. DRATH, known to me to be the persons whose names subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official rotary seal the day and year first above written.



Frederick J. Gierke
Notary Public for the State of Montana
Residing at Bigfork
My Commission Expires Nov. 6, 1992

STATE OF MONTANA, COUNTY OF LAKE
Recorded at 2:27 o'clock P M. AUG 28 '91
Microfilm 332413 RUTH E. HODGES Recorder
Fees \$ 18⁰⁰ By Judy Ann Allen Deputy

Return: Lake Co Abstract
Box 331
Polson Mt. 59860