

1874-11

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That the WESTERN MONTANA HIGHER EDUCATION COUNCIL, Inc., a Montana Corporation, being the owner of the described lands situated in the County of Lake, State of Montana, as follows:

NE $\frac{1}{4}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$ , NW $\frac{1}{4}$  SW $\frac{1}{4}$  SE $\frac{1}{4}$ , SE $\frac{1}{4}$  NE $\frac{1}{4}$  SW $\frac{1}{4}$ ,  
SW $\frac{1}{4}$  NW $\frac{1}{4}$  SE $\frac{1}{4}$ , and County Road Right of  
Way all in Section 10 T22N R20W Montana  
Principal Meridian containing 40 acres,  
more or less,

does hereby declare the following covenants governing the use of the lands described above:

I.

No lot shall be used except for residence purposes and no business, trade, profession or manufacture of any sort or nature shall be conducted thereon. No swine, goats, horses or cows shall be permitted on said premises nor shall any dogs or other pets be raised or cared for on said premises on a commercial basis, nor shall material or equipment used in businesses or professions be stored on any lot.

II.

No lot or building site shall contain less than twelve thousand (12,000) square feet.

III.

No building shall be built within 20 feet of the lot line bordering any street nor within 7 $\frac{1}{2}$  feet from any inside lot line or alley.

IV.

Not more than one detached single family dwelling not to exceed one story in height with attached or unattached two or three car garage may be constructed on a single lot, and each dwelling must have a ground floor area of not less than thirteen hundred (1300) square feet exclusive of open porches, pergolas or attached garage. Two story dwellings may be built with the permission of the Western Montana Higher Education Council, Inc., on the condition that the line of sight of Flathead Lake from other dwellings will not be impaired.

V.

No dwelling shall be permitted on any lot of a cost or value of less than Fifteen Thousand (\$15,000.00) Dollars, exclusive of the cost of the lot. All materials shall be new and all materials and workmanship shall be of good quality.

VI.

No trailer, basement, tent, shack, garage or other building shall at any time be used as a residence, temporarily or permanently, nor shall any building of a temporary character be permitted.

- 1 -

VII.

All utility lines (i.e. electricity, telephone, TV Cable, etc.) shall be installed in accordance with the planning by the Western Montana Higher Education Council, Inc. for such installations. Easements for the installation and maintenance of utilities and drainage facilities are reserved by the Western Montana Higher Education Council, Inc.

VIII.

No hedge or fence shall be permitted exceeding (2) two and one-half feet in height between any streets and the buildings, and hedges and fences shall not exceed five (5) feet in height elsewhere on the lot.

IX.

No person shall burn, or allow to be burned, any trash, rubbish, or garbage of any kind on any of these lots.

X.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No billboards or unsightly objects shall be placed on any lot.

XI.

No trucks, trailers, trailer-houses, wrecked or damaged vehicles of any kind or nature shall, at any time, be parked or allowed to remain in open view on any of said lots or along the curbs.

XII.

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 fifteen (15) years from the date these covenants are recorded, after which time said covenants automatically shall be extended for successive periods of ten (10) years unless changed in whole or in part as hereinafter provided.

XIII.

Failure to enforce any of the restrictions, rights, reservations, limitations and covenants contained herein shall in no event be construed or held to be a waiver thereof.

XIV.

The officers of the Western Montana Higher Education Council, Inc., functioning as a committee shall have the right of enforcing these covenants in the manner provided herein.

XV.

These covenants may be changed in whole or in part at any time by an instrument in writing signed by not less than sixty per cent (60%) of the then owners of the property covered by these covenants, whose signatures shall be duly acknowledged, and the writing then recorded in the office of the Clerk and Recorder of Lake County, Montana.

IN WITNESS WHEREOF, The declarer of these Restrictive Covenants, which is the owner of the lands involved, has caused its corporate name to be subscribed and its corporate seal to be affixed, by its proper officers, therunto duly authorized, the 2 day of October, 1967.

WESTERN MONTANA HIGHER EDUCATION COUNCIL, INC.



By: *R. H. Wiedman*  
P R E S I D E N T

ATTEST:

*Gwendolyn M. Meierding*  
S E C R E T A R Y

*Fred J. Burrnell*  
C H A I R M A N O F L A N D C O M M I T T E E

STATE OF MONTANA, )  
( ss.  
County of Lake )

On this 2 day of October, 1967, before me Oscar C. Lympus, a Notary Public for the State of Montana, personally appeared R. H. Wiedman known to me to be the President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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

*Oscar C. Lympus*

Notary Public for the State of Montana, residing at Missoula, Montana. My Commission expires March 31, 1968.



STATE OF MONTANA COUNTY OF LAKE  
RECORDED AT 112 OCT 2 1967  
MICROFILMED BY *Wendy...*