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MONTANA LAND CONCEPTS, LLC
177 Marco Bay
Somers, Montana 59932



Paula Robinson, Flathead County MT by DD

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MOOSE CROSSING

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THIS DECLARATION is made this 9th day of ~~June~~, 2010 by

MONTANA LAND CONCEPTS, LLC
177 Marco Bay
Somers, Montana 59932

July

hereafter referred to as "DECLARANT",

RECITALS

1. Declarant is the owner of approximately 123 acres located in the East Half of Section 28, Township 31 North, Range 20 West and the Southeast Quarter of Section 21, Township 31 North, Range 20 West, P.M.M., Flathead County, Montana. In the development of the property, the Declarant has filed a plat of said property which is entitled "MOOSE CROSSING" and was filed with the Clerk and Recorder of Flathead County, on the 9th day of July, 2010. The plat consists of 15 lots numbered 1-15, and also depicts and describes roadways, open space/park land and other features of the subdivision.

2. The Declarant owns all 15 Lots in said Moose Crossing and is desirous of subjecting said real property to the conditions, covenants and restrictions to insure the most appropriate development and improvement of each Lot, to preserve and protect the natural beauty and rural timbered setting of the Property, to guard against the construction of buildings from inappropriate or unsuitable materials and preserving the native woodland character of the property and its wildlife habitat and migration corridors. This declaration is 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, Declarant having established a general plan for the improvement and development of the property, hereby establishes these covenants, conditions, restrictions and reservations upon which and subject to which the property described herein or any portion thereof shall be used and hereby declares that said property is and shall be held, transferred, sold and conveyed subject to these covenants, conditions and restrictions.

ARTICLE I
PROPERTY SUBJECT TO COVENANTS

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

Lots 1 through 15 of MOOSE CROSSING according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

ARTICLE II
DEFINITIONS

Section 1: "Association" shall mean the home owners association of owners who own a lot in MOOSE CROSSING.

Section 2: "Common Area" shall mean all real property and easements owned by the Association for the common use and enjoyment of the members of the Association including but not limited to: those lands designated on the plat of Moose Crossing as open space/park land; fire suppression and mailbox collection facilities and roadways.

Section 2: "Owner" shall mean the record owner of a fee simple title to any lot in MOOSE CROSSING and shall include contract buyers but not contract sellers.

Section 3: "Lot" shall mean any one of the Lots 1-15 of MOOSE CROSSING but shall not include the open space/ park land, fire suppression area or roadways.

Section 4: "Member" shall mean and refer to every person or entity who is a member of the Association.

Section 5: "Screened from View" shall mean with respect to any given object on a property, that the object is screened by a hedge trees or other decorative improvement or native vegetation, such that the object is not or would not be visible to a person six (6) feet tall standing on any part of any adjacent property or common roadway at an elevation no



greater than the elevation of the base of the object being viewed.

Section 6: "Declarant" shall mean and refer to MONTANA LAND CONCEPTS, LLC.

**ARTICLE III
ARCHITECTURAL AND ENVIRONMENTAL REVIEW**

SECTION 1: *Architectural and Environmental Review Committee:* The Architectural and Environmental Review Committee (hereafter referred to as "AERC" or "Committee") shall consist initially of all four members of MONTANA LAND CONCEPTS, LLC, and any lot owners they may appoint from time to time. At such time as 11 Lots have been sold, the duties and responsibilities of the Committee shall be assigned automatically to the Association. Provided, however, the Declarant may assign the duties and responsibilities of the AER Committee to the Association in writing at any time prior thereto. Once the duties of the Committee are assumed by the Association, the composition of the Committee shall be as provided in the Association's By-laws.

SECTION 2: *Architectural and Environmental Control:* No Lot alterations, including road construction, driveways, utility installation, building of any structure, earth moving or removal of trees greater than 6 inches in diameter when measured 12 inches from the ground, shall be made until the plans, specifications, and proposed construction schedule have been submitted to and approved in writing by the Committee. The plans and specifications shall be submitted and reviewed in accordance with Sections 3 and 4 below, and shall show the nature, kind, shape, height, materials and location of the proposed alteration or structure, including proposed landscaping and exterior lighting. All plans must be reviewed and approved with due consideration given to harmony of external design and locations in relation to surrounding structures and topography, native vegetation and overall compatibility with surroundings and the development as a whole.

SECTION 3. *Plan Review Process:* In order to insure that the design standards for Moose Crossing contained in these covenants are achieved, a submission of certain plans will be required. Plan submissions will also be required for significant revisions, alterations or additions to approved or existing improvements. Each plan submission will require two (2) sets of plans containing the specific information described below. The plan submission for each new improvement or development and each significant revision, alteration, addition, or change shall be accompanied by a payment of \$100.00 to reimburse the Homeowners Association. All submitted plans will be reviewed by the AER Committee and upon completion of such review one set of plans will be returned to the applicant along with a letter summarizing comments, recommendations, requirements, and findings. The returned plans will be marked "APPROVED", "APPROVED SUBJECT TO CONDITIONS", OR "NOT APPROVED". Approvals are valid for three (3) years from the date of the written notice of approval. If construction is not commenced within such three (3) year period,



plans must be resubmitted and a new approval secured.

SECTION 4. *Required Plans:* The following plans (2 copies) must be submitted to the Committee.

- a. A site plan to appropriate scale depicting the entire Lot and the location of all proposed development within the Lot, including roads, driveways, structures, clearing, thinning, defensible space plan for fire, utilities, septic layout, and well location.
- b. Site and landscape plans to a scale of 1" = 20' for all site disturbances with consideration given to vegetation, grading, drainage, exterior lighting, driveways and parking.
- c. Construction plans to a scale of 1/8 inch or larger for all structures with consideration given to site utilization, engineering and architectural design.

SECTION 5. *Adoption of Guidelines:* The AERC shall have the authority to adopt and publish guidelines setting forth the procedures and criteria for review of structures and other site improvements or modifications so long as such guidelines are not inconsistent with and are no less restrictive than this Declaration.

SECTION 6. *AERC'S Response:* The Committee shall have thirty (30) days from the time plans are received by it within which to complete its review and approve, modify or reject a proposal once a complete set of plans have been submitted along with the requisite plan review fee. If the Committee fails to respond to a proposal within such thirty (30) day period, the Owner shall then be permitted to commence construction in accordance with the submitted plans, but any deviation from such plans which in the judgment of the Committee is a substantial detriment to the appearance of the structure or of the surrounding area shall be corrected to conform with the plans and elevations as submitted.

SECTION 7. *Continuing Responsibility:* The AER Committee shall have a continuing role in the approval or disapproval of proposed changes from the original design and construction, including without limitation, exterior remodeling, changes of color, exterior lighting, provision for wood storage and exterior pet facilities. No such changes or additions will be permitted unless approved by the committee in writing, which may, in its discretion, waive the requirement that plans and specifications be submitted for such changes.

SECTION 8. *Committee Enforcement:* If the Committee, upon its own inspection or upon receiving a complaint, determines that any Owner is in violation of the Committee's standards or guidelines, or has failed to properly maintain the Lot or any permanent improvement thereon, including necessary repairs, or has constructed or made any change to any improvement not in conformance with an approved plan, or is otherwise in violation of



these Covenants, it shall notify the Owner in writing. Such notice shall contain a statement of the nature of the nonconformity or violation and the steps needed to remedy it. If such remedial steps are not taken within 60 days, the Committee shall notify the Association which may itself, after written notice to the Owner and failure of such Owner to comply, undertake remedial measures and charge the Owner an assessment for any sums expended by it in so doing. In the event the Association does not undertake such remedial action, the Committee may do so. Any such assessment shall become a lien against the Lot so assessed and the personal obligation of the Owner to the same extent as those liens described in Article VII, Section 2 herein. The committee or any of its members shall have the right, upon reasonable advance notice to the Owner, to enter a Lot to determine if there has been compliance with these Covenants or any approved plans.

**ARTICLE IV
PROTECTIVE COVENANTS AND DEVELOPMENT GUIDELINES**

SECTION 1. Land Use: No structure shall be erected, placed or permitted to remain on a Lot other than one single family private residence, however, related buildings such as barns, stables, greenhouses, tool sheds, shops, garages, guest house or caretaker facilities incidental to the residential use of the Lot are permitted. The permitted guest house shall not be used as a full time residence but rather as overnight quarters for visitors.

There shall be no commercial use of a Lot and no trade, craft, business, professional, religious, educational or other commercial activity may be conducted on a Lot. Provided however, those businesses or professions carried on solely by family members and conducted entirely within residential structures shall be permissible. No traffic may be generated by such home activities in greater volume than would normally be associated with a residential dwelling. No equipment or process shall be used which creates visual or audible interference with any radio, television, or telephone receivers off the premises or which causes fluctuation in electrical line voltage to other parts of the development.

SECTION 2. Subdivision of Lots: No lot shall be subdivided in any manner except the owner of one Lot may acquire and own, and for all purposes treat as one Lot any individual Lot together with one-half of a contiguous Lot. The remaining one half cannot be developed as a half lot and must, therefore, be combined with the contiguous whole lot on the opposite side with the result that two larger Lots may be created from three smaller lots. The AERC is authorized to approve exceptions to this section and permit a lot to be divided or a structure to be built on portions of two or more lots when in its discretion such action is considered consistent with the objective and purposes of these covenants.

SECTION 3. Building Standards: The following construction standards shall be followed for all improvements on the Lots:

- a. Each residence shall contain not less than 1000 square feet of



finished living space on the main level. For purposes of this paragraph, porches, balconies and garages shall not be considered part of the living space.

- b. No structure of any kind, and particularly those commonly known as "mobile home", "modular home", "trailer", or other prefabricated structure, designed to be hauled or moved on wheels or of "boxed", "sheet metal" or "A-frame" construction shall be built or moved onto any Lot for any purpose. No basement, garage, barn or other outbuilding, erected or placed on any Lot, shall at any time, be allowed or used as a residence either temporarily or permanent (but this shall not be construed to prohibit a guest house allowed above).
- c. All buildings, shall be permanent in nature and no temporary building or partly finished buildings or structures shall be erected or placed upon a Lot. Only new materials may be used. However, used brick, beams and the like, on any integral part of the architecture of the building, may be allowed. All construction shall first be reviewed and approved pursuant to the provisions of this declaration.
- d. All buildings, including barns, stables, garages, tool sheds, greenhouses, etc. shall be in keeping with the architecture of the other buildings located on the Lot, kept in good repair and appearance, and maintained in a sanitary condition with strict fly and pest control measures.
- e. All construction, once begun, shall be completed as to exterior finish including siding and/or masonry, paint, and roof within 18 months of the beginning of construction. The construction area around each building constructed shall be rough-graded and seeded at the time of occupancy. All construction shall be completed and building debris removed within the time frame set out in the approved construction schedule. The dwelling shall not be occupied until such time as the above work is completed including the installation and completion of all plumbing fixtures and utilities.
- f. No building on any Lot shall have a roof or exterior siding which is silver or metallic colored, shiny, or reflective. Only class A or B roofing materials, as rated by the National Fire Protection Association, shall be allowed on all structures.



- g. Each structure, once constructed on a Lot, shall be kept in the same condition as at the time of its initial construction, excepting normal wear and tear. All structures shall be preserved and of pleasant appearance by maintaining paint, stain or sealer as needed. If any structure is damaged in any way, the Owner shall exercise due diligence to rebuild, repair and restore the structure to its appearance and condition prior to the casualty. Such repair or reconstruction shall be completed within nine (9) months of the casualty, or such longer time as may be approved by the AER Committee for good cause shown.
- h. No portion of any building shall be more than 36 feet from the ground as measured from the average finished grade of the building site unless, for good cause shown, the Committee, in the exercise of its discretion, allows a taller structure.
- i. All dwellings shall have house numbers which shall be visible from the private road serving the property either at the driveway entrance or on the house.
- j. All electrical, telephone, cable TV and other utility lines shall be installed underground.
- k. If construction activity on any Lot causes damage to the common road, the cost of repair of such road shall be borne solely by the Owner of said property.

SECTION 4. *Seeding, Planting and Weed Control:* Noxious weeds shall be destroyed on a regular basis to prevent them from reaching seed stage. Whenever a structure is constructed or ground is otherwise disturbed on any Lot the Owner shall promptly upon completion of construction plant a ground cover or other vegetation to restore the ground disturbed by said construction. Such re-vegetation of disturbed soil shall be commenced no later than sixty (60) days after completion of construction, or if construction is completed after planting season ends in the fall, within thirty (30) days of the beginning of planting season the following spring.

SECTION 5. *Signs:* No signs shall be placed on any Lot except name or address plates (which may be illuminated by indirect lighting), and one unlighted sign, not exceeding twelve (12) square feet in surface area, advertising the sale of a Lot.

SECTION 6. *Pets:* Except as hereafter provided, no animals or livestock of any kind other than dogs, cats, birds or other indoor pets shall be kept or maintained on any Lot for any purpose. All animals permitted by this section shall be contained within the boundaries of their owner's Lot to prevent the running of wildlife. Any animal that barks,



howls, bites, roams at large or chases vehicles shall not be kept on the Lot at any time. Horses and llamas are allowed on Lots 13, 14 and 15 to the extent of one animal per 2 acres and then, only to the extent that a Lot is not overgrazed. Overgrazing is of special concern to the Association and if it detracts from the overall aesthetic qualities of the development or encourages the growth of noxious weeds it may be curtailed by the Committee and a plan for restoration required.

SECTION 7. *Lot Appearance and Garbage:* Except as provided herein, no part of any Lot shall be used as a dumping ground or used to store or place rubbish, trash, garbage, junk cars or parts thereof or other unsightly objects. Each property owner shall avoid accumulation of such refuse or other material prohibited by these covenants. All garbage cans shall be screened from view or kept in an enclosed structure.

SECTION 8. *Water System:* All potable water shall be obtained from individual wells located within the boundaries of each Lot. Costs of drilling, installation and maintenance are solely those of the Lot owner. All water systems shall comply with all rules and regulations of any government body having jurisdiction over the location of and installation of water wells.

SECTION 9. *Sewer Systems:* Only individual sewage disposal systems, designed, located and constructed in accordance with the requirements, standards and recommendations of the Montana State Department of Health and the Flathead County Sanitation Department shall be permitted on each property. Prior to the construction or site preparation, the Lot Owner shall secure all permits from Flathead County and/or the State of Montana as may be required.

SECTION 10. *Nuisances:* No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be an annoyance or nuisance to the other Lot owners. By way of illustration, and not of limitation, the discharge of firearms and driving motorcycles or snowmobiles on a Lot may constitute a nuisance within the meaning hereof and, at the discretion of the Association, may be expressly prohibited. However, driving motorized recreational vehicles to or from the Lots is allowed.

SECTION 11. *Fences:* No fencing is allowed except as follows: Lots 13, 14 and 15 (lots that allow horses and llamas): fencing above the slope break of the first terrace along Cedar Creek is acceptable with 20 foot setbacks from the property lines. All Lots: small perimeter fencing for dogs or garden areas. All fences are subject to review and approval in writing by the AER Committee. Any such approved fences shall be kept in good maintenance and repair.

SECTION 12. *Vehicles:* All vehicles shall be parked in garages or driveways and no vehicle shall be parked upon a common roadway. Each owner shall be responsible to see that visitors and guests park accordingly. Boats, campers and camper-trailers may be kept or stored on the properties but must be screened from view. The Association shall have the



authority to promulgate rules and regulations for restricting the types and manner of use of vehicles which may be operated on roadways within MOOSE CROSSING including but not limited to motorcycles, motorbikes and bicycles.

SECTION 13. *Antennas, Poles and Other Structures:* Radio, satellite dishes (not exceeding 24 inches in diameter) and other antennae are permitted. Fuel tanks must either be buried underground in compliance with all applicable State and Federal regulations or screened from view.

SECTION 14. *Temporary Structures or Vehicles:* A construction trailer may be allowed, with prior approval of the AER Committee but only during the time of residential construction and must be promptly removed upon completion of construction. Guests of owners may park motor homes or recreational vehicles on the property of such owner and reside temporarily in such vehicles. Any such use of a Lot for a period exceeding 60 days must be approved by the Board of Directors of the Association.

SECTION 15. *Drainage Control and Driveways:* Reasonable precaution shall be taken during construction and thereafter, to prevent erosion and drainage problems. All disturbed soil areas shall be promptly re-vegetated in such fashion as to minimize erosion and weed introduction. Driveways shall be constructed according to City of Columbia Falls specifications and shall not interfere with drainage and shall include culverts of appropriate size to prevent obstruction of water flow. No construction or landscaping will be allowed that increases or changes the flow of water onto adjacent properties. The washing of mud or other debris from any property onto the common road shall be strictly controlled.

SECTION 16. *Timber:* Timber shall not be cut or sold on or from any property on a commercial basis, other than by the Declarant, although such timber and foliage may be cut and portions of said Lot cleared for improvement to the property for residential construction, views, or sound forest husbandry. No further cutting of trees is permitted within the set-back zone surrounding each Lot, except to promote the health of the native forest or as provided in Section 18.

SECTION 17. *Building Envelopes and Set-Back Areas:* There shall be a protected set-back area (an area where no structures may be built or placed) around the entire perimeter of each Lot. The set-back area shall be 20 feet on lots 5 acres or less and 50 feet on Lots over 5 acres which shall be determined by measuring inward from a perpendicular to the exterior lot boundary line. There shall be no development within the setback areas, including no removal of any trees larger than 6 inches in diameter when measured from a point 12 inches from the ground. Provided however, the AERC has the power to waive or modify compliance with this section on a case by case basis when a hardship is shown by the Lot owner. Provided further, if there is a building envelope depicted on the plat for a Lot which encroaches on the set back area then the set back restrictions shall not apply to that area within the building envelope.



SECTION 18. Common Area: The common area, which consists of the roadway easement, open space/park land and fire suppression area shall be controlled and maintained by the Association, provided that all or any part of the said areas may be dedicated or transferred to any public authority.

**ARTICLE V
HOMEOWNERS' ASSOCIATION**

SECTION 1. Membership: The MOOSE CROSSING Homeowners Association, to be formed by Declarant, shall have as members the owner of each property in the development. Every person or entity who is the record owner of a fee or undivided fee interest in any Lot which is subject to assessment by the Association shall be a member of the Association; excepting however, any person or entity who has sold or is selling any such Lot under a contract for deed shall not qualify as a member of the Association. Every person or entity purchasing any property under a contract for deed shall be a member of the Association. The business of the Association shall be under the control of the Association's Board of Directors and its members as set forth in the Association's By-laws.

The foregoing is not intended to include persons or entities who hold a beneficial interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment by the Association. Ownership of such property shall be the sole qualification for membership. The Declarant shall be considered as a Lot owner for purposes of Association membership, and shall therefore be a member of the Association so long as the Declarant owns one or more Lots.

Members shall participate in the Association in the manner prescribed by the Articles and By-laws of the Association, and resolutions of the Association's Board of Directors. The primary purposes of the Association shall be to: (1) administer and enforce these Covenants; (2) maintain, operate and improve the entrances, roads and trails which serve the development including snow removal and (3) to manage, maintain, and improve the fire suppression area, park lands and open space areas and to manage and maintain bear-proof solid waste as required.

SECTION 2. Association Property: If any real or personal property is conveyed to or acquired by the Association, then every Owner shall have a right and easement of enjoyment in and to the Association Property which shall be appurtenant to and shall pass with the title to every Lot subject to:

- a. The right of the Association to charge reasonable fees for, and to impose reasonable restrictions on the use, care, maintenance and improvement of said property.
- b. The right of the Association to dedicate or transfer all or part of



said property for such purposes and subject to such conditions as the Association may provide.

While all common property shall be maintained by the association, all internal Moose Crossing roads shall remain open to the public along with the trail system and open spaced area consisting of 36.418 acres shown on the plat of MOOSE CROSSING.

SECTION 3. Rules and Regulations: The Board of Directors of the Association may adopt, amend and repeal rules and regulations governing the use of the common areas and roadways.

**ARTICLE VI
ASSESSMENT/COLLECTION**

SECTION 1. Assessment/Creation of Lien: In order to finance the costs of maintaining, repairing, operating and improving the roadway, entrance areas, parks and other common areas, including weed control on all common areas and easements, and other costs incurred in owning and operating the same and to enforce and administer these covenants, each Owner, by accepting a deed to, or land contract for the purchase of a Lot within this development, whether or not specifically so expressed in said conveying instrument, shall be deemed to agree and shall be bound to pay assessments established pursuant to the provisions of these covenants, which will include regular annual assessments and special assessments. Assessments, whether special or regular, shall be collected on a yearly basis by the Board of Directors, together with interest, costs and reasonable attorney's fees incurred in the enforcement of the provisions of this article.

SECTION 2. Lien: Assessments, as provided herein, together with any interest costs, and reasonable attorney's fees incurred in collecting same, shall be a charge on each Owner's Lot, and shall be a continuing lien against said property as of the date the assessment becomes delinquent. Said amount shall also be a personal obligation of the owner of the property at the time when said assessment becomes due.

SECTION 3. Purpose: Assessments herein shall be used for the general purpose of acquiring and maintaining property of the Association and administering and enforcing the covenants.

SECTION 4. Assessments: The Board of Directors shall levy assessments to cover the annual association operating budget. The first year for which regular annual assessments shall be established and collected shall be the calendar year 2011.

SECTION 5. Uniform Rate: Regular annual assessments must be fixed at a uniform rate for all those lots with a home and those without a home. Initially the regular annual assessment for a lot with a home shall be \$400.00 and a lot without a home shall be



\$200.00. Assessments may not increase more than 10% from the assessment the previous year.

SECTION 6. Assessment Period/Due Date: Assessments as provided herein shall commence as against all lots on the 1st day of January 2011. The Board of Directors shall determine the amount of the regular annual assessment against each Lot by December 1 of the preceding year. Commencing January 1, 2011, an assessment period shall consist of a calendar year. Written notice of the regular annual assessment shall be sent to every owner subject thereto. Upon an owner purchasing a Lot, his or her liability for regular assessments shall be prorated on a daily basis to the extent of the number of days remaining from the date of purchase in any assessment period. Said proration shall be based on a 365 day year.

SECTION 7. Membership: Any assessment not paid within thirty (30) days after the due date (February 1st) shall bear interest from the due date at 10% per annum. The Association may bring an action against the owner of the property in default as and on the basis of an account due. Such assessment obligation shall be a personal obligation. In addition to the amount of the assessment and interest thereon, in the event of any such suit, the Association shall be entitled to all attorney's fees incurred and costs.

SECTION 8. Subordination of Assessment Lien: The lien of any assessment provided herein shall be subordinate to any purchase money security interest for a Lot acquired herein or construction lien for the construction of a residence herein when said lien secures the owners obligation for acquisition or construction.

ARTICLE VII
RESERVATION OF ROADWAY and UTILITY EASEMENT

Declarant hereby reserves and retains the right over, under, and across the 60 foot wide private roadway as it leads to, passes over, across and through each Lot as more fully shown and depicted on the plat of MOOSE CROSSING for the purpose of ingress and egress to and from each Lot and for the purpose of locating, installing, erecting, constructing, maintaining or using underground electric and telephone lines and other utilities. The Declarant hereby declares that said roadways are open to the general public and the easement hereby reserved and retained shall be conveyed by the Declarant to the Association and is intended to be dedicated for the use of the owners of the Lots and the general public and the association shall thereafter be the owner of and have control over the roadway.

The association shall equitably apportion the cost of maintaining and improving the roadway among those that are residing on the properties as compared to those that have not yet built on their property. The intention here is to weight the cost of maintenance and improvement upon owners who are actually using the roadway on a regular basis. The association through its board of directors shall make reasonably certain that a lot owner is



not charged or assessed for road maintenance and improvements beyond the turn off to his or her respective lot.

All costs for extension of utilities and telephone lines from the private road to structures on a property shall be borne entirely by the Lot owner, and all such utilities shall be underground. Any Lot owner who places any building, improvement, shrub, hedge or tree on any easement right of way reserved herein shall be required without notice at the request of any other affected property owner the Declarant or utility company to remove such structure, improvement or vegetation if such removal shall facilitate installation, repair or maintenance of utilities or the roadway within said easement area.

**ARTICLE VIII
FIRE SUPPRESSION AREA and MAILBOXES**

Section 1. Water Use Intent: It is the intent of Declarant to develop a fire suppression system and centralized mailbox located near the north entrance along the North Fork Road. The fire suppression system will consist of a tank, plumbing and accessories essential for the system. Upon completion of the system and installation of the mailboxes they shall automatically become the property of the association as part of the common area subject to control by the board of directors.

Section 2. General Maintenance Costs: Costs of maintenance of the mail boxes, pump, and plumbing accessories owned by the Association, shall be borne by the Association.

**ARTICLE IX
LAND USE RESTRICTION TO MOOSE CROSSING**

Section 1. Zoning: MOOSE CROSSING subdivision may be within the jurisdiction of a zoning district of the City of Columbia Falls. If so, all zoning land use restrictions shall be effective as they relate to this subdivision.

Section 1. Conditions of Subdivision approval: The City of Columbia Falls imposed certain conditions on this subdivision in the course of granting preliminary and final plat approval. The purpose of this article is to include those conditions as they relate to land use which include the following:

- a. Construction drawings shall be developed prior to work that demonstrates compliance with Resolutions #1409 and 1459.
- b. City of Columbia Falls driveway standards shall be met for all lots including cross-slope and adequate stopping distance.



- c. All outdoor lighting shall be downcast and shielded and dark sky compliant.
- d. Building envelopes are delineated for all lots containing slopes of 25% or greater.
- e. The area designated as open space/park land dedicated to the public in perpetuity; that the open space and trails are available for reasonable use by the general public and the Lot owners as determined by the Homeowners Association. The open space and trails will be owned and maintained by the Association. No vegetation can be removed in open space areas without approval by the Association ; and the buffer area adjacent Cedar Creek shall remain undeveloped and in a natural state. Changes to the use and/or management of the common open space shall be approved by the Homeowners Association and the City.
- f. All dwellings shall have house numbers which shall be visible from the road.
- g. Lot owners are advised they are living in a rural area of Flathead County and delayed response times may be experienced by emergency service providers.
- h. Lot owners are advised of high fire hazards which may exist in the area.
- i. Lot owners are advised of the presence of large and potentially dangerous wildlife in the area and are reminded that feeding big game is illegal. These include, but are not limited to grizzly and black bears, mountain lions, moose, elk and deer. Lot owners are encouraged to contact the Montana Department of Fish, Wildlife and Parks to obtain information on safely living near wildlife and minimizing habitat impact, including:
 - 1. Dogs must not be able to run at large.
 - 2. Residents must use bear-proof garbage containers.
 - 3. Removal of obvious sources of food.
 - 4. Bird feeders must be 10' high and out of reach of deer and other big game.
 - 5. Compost piles are prohibited unless secured by electrical fencing.
 - 6. Pets should be fed indoors and pet food shall be kept indoors.
 - 7. Fencing around the lot perimeter is not acceptable. Limited fencing for dog runs and garden spaces is permitted on Lots 1 through 12. Lots 13 through 15 fencing above the slope break of the first terrace along Cedar Creek is acceptable with 20 foot setbacks from the property lines on all other perimeters.
- j. Lots in this subdivision are encumbered by City of Columbia Falls Resolutions #1409 and #1459. Among other proscriptions, the following specifically apply to this subdivision:
 - 1. No structure, development, storage or disposal nor clearing of major vegetation or trees is permitted within the floodway. Floodway shall be protected with erosion control materials prior to the commencement of any construction, clearing or grading.



2. Impervious surfaces shall not contribute any increase to net runoff than was present in the natural state prior to September, 2005. Design for piping, basins, discharge area or retainage pond, shall assume a 10 year storm frequency with a six hour duration; the rational formula may be used in the calculation. Direct discharge may not be made to any active ephemeral drain way.

3. No clearing or grubbing of vegetation or development of structures or infrastructure shall occur on sloping lands with a grade equal or greater than 25%, with the exception of the construction of a single road and utilities within Tract 4, COS 17115, commencing at a point in the NW ¼ of the NE ¼ of Section 28 and extending across such slopes to a termination point serving tract 4 of Cedar Creek.

4. No roads, driveways or trails shall be created that have a grade steeper than ten (10) percent for a distance of more than one hundred (100) horizontal feet unless constructed in a manner to prevent rutting and erosion of the driving surface, and of adjacent ditches, and approved by the City.

5. The open space delineated on the plat are dedicated in perpetuity; that the open space and trails, except the open space surrounding the fire suppression recharge pond, are available for use by both the general public and the homeowners as determined by the Homeowners Association, and that said open space and trails will be owned and maintained by the Homeowners Association. No vegetation can be removed in open space areas without approval by the Homeowners Association; and the buffer area adjacent to Cedar Creek shall remain undeveloped and in a natural state. Changes to the use and/or management of the common open space shall be approved by the Homeowners Association and the governing body having planning jurisdiction.

k. Structures shall not be located outside the building envelope and drainfield sites shall not be developed in any manner that denies use of the site for a septic drainfield.

l. The Declarant and thereafter the Homeowners Association are required to maintain a signed agreement indicating that an established fire department will provide fire response to the subdivision. This requirement may not be modified by the Association without consent of the governing body of the planning authority.

ARTICLE X
TERM OF DECLARATION

The provisions of this declaration shall be binding for a term of twenty (20) years from the date of this Declaration after which time the Declaration shall automatically be extended for successive periods of ten (10) years unless there shall be recorded an instrument signed by the owners of 67% of the properties then subject to these covenants who agree to change this declaration in whole or in part.



**ARTICLE XI
AMENDMENTS**

This Declaration may be amended from time to time by recording an instrument in writing signed by the owners of at least 67% of the lots then in existence. Amendments to be effective must be recorded in the office of the Clerk and Recorder of Flathead County, Montana.

**ARTICLE XII
ENFORCEMENT**

SECTION 1. Who may enforce covenants: The Declarant, the Association, the AER Committee or any Lot owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants and amendments now or hereafter imposed pursuant to the provisions of this Declaration. The failure of the Declarant, the Association, the AER Committee or any owner to enforce any covenant or restriction herein contained shall not be deemed to be a waiver of the right to do so thereafter. The Declarant shall not have the duty to take any affirmative action to enforce any restrictive covenants nor shall it be subject to any liability for its failure to so act.

SECTION 2. Attorneys fees and costs: If any person or entity in Section 1 above commences legal proceedings in court to enforce any provisions of these covenants, the prevailing party in such action shall be entitled to recover from the other party reasonable attorneys fees and costs of said action.

SECTION 3. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the remaining provisions which shall remain in force and effect.

SECTION 4. Construction and binding effect: These covenants shall be construed pursuant to the laws of the State of Montana and shall be binding upon the heirs, successors and assigns of the parties hereto and time is of the essence in complying with these covenants.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

MONTANA LAND CONCEPTS, LLC

by: 
Greg Larson, Member



by: [Signature]
William Bengtson, Member

by: [Signature]
Wayne Bengtson, Member

by: [Signature]
Luke Bengtson, Member

STATE OF MONTANA)
)ss.
County of Flathead)

On this 9 day of ~~June~~ ^{July}, 2010, before me, the undersigned, a Notary Public for the State of Montana, personally appeared ~~GREG LARSON~~, WILLIAM BENGTON, ~~WAYNE BENGTON~~ and LUKE BENGTON, known to me to be all the members of the above named Limited Liability Company that executed the above instrument and whose names are subscribed to the within instrument, and acknowledged to me they executed the same on behalf of said Limited Liability Company with proper authority and as the act of the Company

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



Jennifer D Foulter
Notary Public for the State of Montana
Residing at Whitefish, Montana
My Commission Expires July 19, 2010
Jennifer D. Foulter



Paula Robinson, Flathead County MT by DD

201000015641

Page: 18 of 19

Fees: \$133.00

7/9/2010 4:30 PM

by: _____
William Bengtson, Member

by: _____
Wayne Bengtson, Member

by: _____
Luke Bengtson, Member

STATE OF MONTANA)
)ss.
County of Flathead)

On this 9th day of ~~June~~ ^{July} 2010, before me, the undersigned, a Notary Public for the State of Montana, personally appeared GREG LARSON, ~~WILLIAM BENGTSON, WAYNE BENGTSON and LUKE BENGTSON~~, known to me to be all the members of the above named Limited Liability Company that executed the above instrument and whose names are subscribed to the within instrument, and acknowledged to me they executed the same on behalf of said Limited Liability Company with proper authority and as the act of the Company

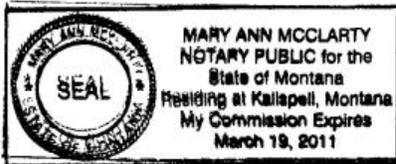
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.

Mary Ann McClarty

Notary Public for the State of Montana

Residing at Bozeman, Montana

My Commission Expires March 19, 2011





by: _____
William Bengtson, Member

by: _____
Wayne Bengtson, Member

by: _____
Luke Bengtson, Member

STATE OF MONTANA)
)ss.
County of Flathead)

On this 9th day of ~~June~~ ^{July} 2010, before me, the undersigned, a Notary Public for the State of Montana, personally appeared ~~GREG LARSON, WILLIAM BENGTON,~~ WAYNE BENGTON and ~~LUKE BENGTON,~~ known to me to be all the members of the above named Limited Liability Company that executed the above instrument and whose names are subscribed to the within instrument, and acknowledged to me they executed the same on behalf of said Limited Liability Company with proper authority and as the act of the Company

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



JERRY S. BURLEY
NOTARY PUBLIC for the
State of Montana
Residing at
Columbia Falls, Montana
My Commission Expires
August 20, 2013

Notary Public for the State of Montana
Residing at Columbia Falls Montana
My Commission Expires 8-20, 2013