

228870 BOOK: 333 RECORDS PAGE: 969 Pages: 7  
STATE OF MONTANA LINCOLN COUNTY  
RECORDED: 10/05/2010 12:09 KOI: COVENANTS  
TAMMY D. LAUER CLERK AND RECORDER  
FEE: \$49.00 BY: *Lee Stoddall Deputy*  
TO: ANGEL ISLAND COMMUNITY ASSOC. ,

## AMENDED PROTECTIVE COVENANTS GOVERNING ANGEL ISLAND

Permanent File No. 2523A  
Lincoln County, Montana

### I. RECITALS

1. Angel Island is designed to be a community with permanent parks, open spaces and other common facilities to augment its natural scenic and recreational assets. The uniform protective restrictions and covenants hereby established are intended to preserve and enhance the values and amenities of the community.
2. Angel Island Community Association, organized as a non-profit corporation under the laws of the State of Montana to acquire, hold and maintain in accordance with its bylaws as from time to time amended the common areas in said community and through its Architectural Control Committee and other proper officers, to interpret and enforce the protective restrictions and covenants hereby established.

### II. GENERAL PROVISIONS

1. All land in Angel Island except common areas shall be acquired, held and transferred subject to these protective restrictions and covenants, which are intended to benefit all lots and their respective owners, purchasers and other lawful occupants. Accordingly, these protective covenants and restrictions shall run with the land and every person who by deed, contract or lease acquires any interest in any of said lots or portions thereof shall be deemed to have made and accepted such deed, contract or lease subject to all of the restrictions, conditions and covenants herein stated; and his respective heirs, executors, assigns or other successors in interest shall be bound by them to the same extent as the original purchaser or grantee.

2. These protective covenants and restrictions shall be enforceable at law and in equity by any owner, purchaser or other lawful occupant of land in Angel Island, including the Association, against any person who shall violate or attempt to threaten to violate them.
3. These protective covenants and restrictions shall be deemed fully and sufficiently described and incorporated in any instrument and conveyance by reference to the same as "Protective Covenants of Angel Island," and fee number of the Auditor of Lincoln County under which they are recorded.

### III. WATER WELLS

No individual water well shall be permitted in Angel Island and each water user must be connected to the central water system.

### IV. SIGNS AND DEVELOPMENT ACTIVITIES

1. No sign of any kind shall be displayed to the public view on Angel Island except the following:
  - a) One sign for each residential lot of not more than two square feet, identifying occupants.
  - b) One sign of not more than five square feet advertising a residential lot for sale or rent.

### V. ANIMALS

No domestic animal or fowl of any kind shall be kept, quartered or maintained in Angel Island at any time except that dogs, cats or other household pets may be kept on a noncommercial scale. Notwithstanding the foregoing, no animal of any kind may be kept or quartered in Angel Island if its presence produces a common-law nuisance.

### VI. REFUSE, SEWAGE, RUINS AND REMAINS

1. No trash, garbage, ashes, refuse, ruins or other remains of any kind shall be thrown, dumped, placed, disposed of or permitted to remain on any land in Angel Island, vacant or otherwise. The person or persons in control or possession of any residential lot shall, irrespective of fault, be responsible for the prompt removal therefrom of all trash, garbage, ashes, refuse, ruins and other remains. All trash, garbage, ashes and other refuse shall be kept in containers which shall be

maintained in a clean and sanitary condition and shall be kept hidden from street view.

2. No sewage disposal system of any kind shall be permitted in Angel Island unless it is designed, located, constructed and maintained in accordance with the requirements and standards of the Montana State Health Department. The use of privies or other pit toilets is prohibited.

#### VII. ANGEL ISLAND COMMUNITY ASSOCIATION, INC.

1. Every conveyance or other transfer of land in Angel Island or interest therein shall be subject to the Articles of Incorporation and bylaws of the Association as from time to time amended. Every grantee or purchaser of an interest in land in Angel Island agrees, by the act of purchasing or accepting the same, for himself, his heirs, assigns and other successors, to be bound by said Articles and bylaws; faithfully to perform all obligations thereby imposed upon him; and in particular, to pay such general assessments as the Association may levy from time to time in accordance with said bylaws and for the purposes therein specified.
2. If any person in control or possession of any lot breaches or fails to perform any of these covenants, the Association may cause such breach to be cured or obligation to be performed on his behalf and recover the reasonable cost thereof from the owner or other person in control or possession by means of a special assessment.
3. Such general and special assessments, together with the reasonable costs of collecting them, including reasonable attorney's fees, shall be a personal obligation of the assessee which the Association may enforce by court action. They shall also constitute a lien upon the assessee's interests in land in Angel Island. This lien shall be enforceable by foreclosure proceedings in the manner provided by law for foreclosures of real property mortgages. Such liens shall be superior to any and all other liens except mortgage liens recorded prior to the date of assessment.

#### VIII. BUILDINGS AND LANDSCAPING RESTRICTIONS

1. Except as noted otherwise herein, only single-family residences and outbuildings auxiliary thereto (such as garages, woodsheds and the like) may be constructed or permitted to remain on the residential lots in Angel Island.
2. All lots shall have access to all community property and to all installed facilities.
3. Notwithstanding the above, all structures will comply with zoning, and construction shall conform to Lincoln County regulations and to the specifications of the most recent revisions of the State of Montana Electrical Code and the Uniform Building Code in force at the commencement of construction.

4. Each single-family residence shall contain a minimum of 400 square feet, exclusive of second floors, open or covered decks or porches, garages, covered carports, sheds or other appurtenances or outbuildings. The provision for architectural control shall apply to mobile homes and/or modular homes as well as conventional buildings as set forth in the following paragraphs.
5. No mobile homes shall be allowed on lots in Blocks 1 and 2.
6. No buildings, boathouses, docks, boat moorages or other structures on residential lots and/or shorelands adjoining same shall be located, erected or altered until a plan showing the location of the structures and construction plans and specifications shall have been submitted to and approved by the Architectural Control Committee of the Association. In considering the location, plans and specifications for any structure, the Committee shall take into account the following factors: (a) quality of workmanship and materials; (b) harmony of external design and finish with the topography and with existing structures; (c) the effect which the proposed structures or alterations will have on other building sites and views therefrom, it being the Committee's duty to give the maximum protection to such view which may be reasonable under the circumstances; (d) no permanent lot fencing is permitted. Fences, when approved, are limited to patio wind screens and kennel enclosures; and (f) all other factors which the Committee may in its sole discretion deem to affect the desirability or suitability of the proposed structure or alteration.

Subject to the prior approval of the Committee, outbuildings may be constructed prior to the construction of permanent residences if such outbuildings are permissible under Section 1 of this Article VIII, and if they are complementary to and compatible with the design and location of the proposed permanent residence. The corners of proposed structures shall be staked on the ground at the time of the Committee's consideration of location, plans and specifications.

7. The Committee shall have the power to charge a reasonable fee for costs incurred in processing and considering plans and specifications submitted to the Committee for its approval. Approval or disapproval of any matter submitted to the Committee shall be made within thirty (30) days of submission to the Committee or its duly appointed representative and shall be in writing. The Committee shall mail a copy of its decision to the owners. Any owner or purchaser aggrieved by Committee action may appeal to the Board of Directors of the Association. Appeals shall be made in writing within ten (10) days of the Committee's mailing of its decision, and shall set forth the part of the Committee's action deemed objectionable. The appeal shall be considered by the Board at its next scheduled meeting, and a final and conclusive determination shall be made by the Board within fifteen (15) days after such meeting.

8. Set-back distances of residences, outbuildings or structures from subdivision roads shall be 10 ft. front yard, 20 ft. rear yard and 5 ft. side yards. If the lot is a corner lot, there shall be a 20 ft. set-back from each street.
9. The exterior of all buildings shall be completed within two years of the beginning of construction so as to present a finished appearance when viewed from any angle.
10. Travel trailers shall be allowed on residential lots provided that they are positioned within the set-back requirement for residences and out-buildings. Travel trailers must be maintained in operating condition and be able to be removed in short notice. Travel trailers must be maintained in clean and neat condition.
11. Easements for walkways are reserved 3.0' on either side of the lot line between Lots 9 and 10; Lots 28 and 29; Lots 10 and 29; in Block 3, and Lots 4 and 5, Lots 17 and 18, Block 4.
12. Driveways crossing drainage ditches must be equipped with adequate culverts capable of assuring the free and unobstructed passage of the waters therein. The owners or other person in control or possession of the driveway shall keep the culvert unobstructed and in good operating condition.
13. No boundary line fences shall be permitted. Approved fences must meet the following standards:
  - a) Shall obey set-back provisions outlined in these covenants;
  - b) Shall be no taller than 6 feet;
  - c) Shall have gates on both sides or front of the fence;
  - d) Shall be maintained in neat working order and finished on all sides;
  - e) Shall be pre-approved by the Architectural Control Committee;
  - f) Shall be constructed primarily of wood to be stained or painted to harmonize with the community environment.
14. Dog runs/enclosures may be constructed provided that they are located within set-back distances and are no larger than 100 square feet. These enclosures may be made of chain link.

IX. REPAIRS, MAINTENANCE AND CLEANLINESS

The buildings and grounds of each residential lot shall be kept in a safe and reasonable state of repair, cleanliness and neatness. Lawns shall be mowed at reasonable intervals. Noxious weeds having a tendency to spread across property lines shall be kept under control. No objects, such as inoperable, unregistered vehicles, furniture and appliances, shall be permitted to remain out of doors on any residential lot.

X. ENFORCEMENT OF COVENANTS

The Board of Directors shall annually (more frequently, if necessary) conduct an inspection of the island and shall take action to remedy covenant violations. If there is a violation of covenants appearing in Articles III, IV, V, VI, VIII and IX, the Association or its duly appointed representative shall have the right upon fifteen days written notice to enter upon the parcel where the violation occurs or appears and correct the violation at the expense of the owner or other person in control or possession. The Association, its duly appointed representative, or any person owning land in Angel Island, may prosecute a civil action against any person or persons violating or attempting to violate any of these protective covenants to either enjoin or otherwise prevent the violation or attempted violation or recover damages therefore. The Association or any person bringing such an action shall be entitled to recover from the violator any reasonable attorney's fees, court costs and other costs reasonably incurred, which costs shall constitute a lien upon the violator's land in Angel Island or interest therein.

XI. DURATION OF PROTECTIVE COVENANTS

These protective covenants shall be binding upon all persons owning land in Angel Island, and shall be automatically extended and renewed for successive periods of ten years, unless the persons owning a majority of the residential lots in Angel Island agree to change the covenants in whole or in part, one vote for each lot. Any amendments to the covenants shall not apply retroactively to any properties which were in compliance with previous versions of the covenants.

XII. SEVERABILITY

Invalidation by judgment or other court order of any provision, sentence or paragraph contained in these protective covenants shall in no way affect or invalidate any of the other provision, sentences or paragraphs of these protective covenants, and the remaining portion shall continue in full force and effect.

The undersigned, JANICE EDWARDS, being the President and JERI ANN CHAPEL, being the Secretary of the Angel Island Community Association, do hereby certify that the foregoing Amended Protective Covenants Governing Angel Island, Amended Permanent File No. 2523A, Records of Lincoln County, Montana, were duly amended and adopted by a vote of the persons owning a majority of the residential lots on Angel Island at a meeting held for that purpose on May 29, 2010.

ANGEL ISLAND COMMUNITY ASSOCIATION

By

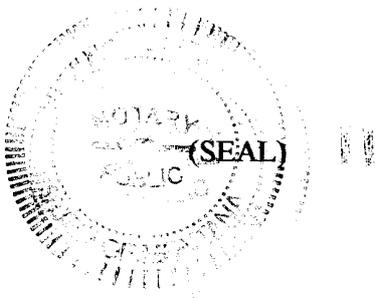
*Janice J. Sunnyside Edwards*  
President

*Jeri Ann Chapel*  
Secretary

STATE OF MONTANA        )  
  ) ss.  
County of Lincoln        )

On this 15<sup>th</sup> day of June, 2010, before me, a Notary Public for the State of Montana, personally appeared JANICE EDWARDS and JERI ANN CHAPEL, known to me to be the President and Secretary respectively of the corporation, and acknowledged to me that they executed the same as such officers in the name of and for and on behalf of said corporation.

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



*Mark Petersen*  
Notary Public for State of Montana  
Residing at Libby, MT  
My commission expires 11/20/2012