

3. No junk, including non-operable motor vehicles or parts thereof, trash debris, or other forms of solid wastes shall be allowed to accumulate on any lot or parcel, but shall be promptly disposed of. All rubbish, trash, garbage, and other putrescible forms of solid wastes shall be kept in sanitary containers with tight-fitting lids to the rear of the dwelling unit and away from public view.
4. No livestock or animal husbandry uses shall be permitted on any lot without the permission of the Home Owners Association. Domestic animals, such as a dog and/or a cat, may be permitted as long as lot owners provide necessary restraints to prevent those animals from becoming an annoyance or nuisance.

B. Residential Development

1. Each dwelling unit shall be constructed to conform to the natural aesthetics of the area. Minimal amounts of vegetation are to be removed for residential development. All structures and improvements must be kept and maintained in a good and sightly condition.
2. No dwelling unit shall be allowed to remain standing with an exterior in an unfinished or unpainted condition for more than one calendar year from the commencement date of the initial dwelling unit construction.
3. No basement, tent, shack, detached garage, mobile home, or other outbuilding shall be erected at any time to be used as a residence.
4. Camper or motor homes may be used as temporary residences provided that those campers or motor homes are occupied less than 30 days per calendar year and that no direct connection be made to any electrical, sewage or water utility.
5. Roofs of structures will be constructed of, or made to be, a fire resistant material and kept free of debris such as pine needles, leaves, moss, etc.
6. A thirty (30) foot perimeter will be kept around structures in which woods, brush, and other debris capable of rapidly transmitting fire are removed.
7. No portion of a tree or any other vegetation will extend to within twenty-five (25) feet of the outlet of a stovepipe or chimney.
8. A minimum setback distance for any development is to be maintained to a distance of at least thirty (30) feet from any property line to the wall of any building.
9. Lot owners will attempt to maintain a separation of sixty (60) feet between residential structures in forested areas.
10. Residential structures will have displayed a number indicating its address or location that can be read by emergency vehicles from at least one hundred (100) feet. (Numbers at least 4 inches high)
11. Existing topsoil will be stripped and stockpiled wherever soil is to be disturbed for roads, excavations, grading, etc.
12. Topsoil will be replaced on all disturbed areas. Upon completion of the grading, it will be fertilized and seeded with native or commercial grass.

13. Any off-site topsoil or gravel will be inspected for noxious weeds prior to delivery to the site and only that which is free will be utilized.

C. Utilities

1. All utilities shall be placed underground.
2. All individual sewage systems shall be designed, installed, and maintained at all times in compliance with rules, regulations and standards established by the Montana Department of Environmental Quality and the Lincoln County Board of Health.

III. Duration and Amendment

These Conditions, Covenants and Restrictions are to run with the land and shall be binding on all parties owning properties within the subdivision, and shall remain in effect for a period of 10 years, after which period shall be automatically extended for successive periods of 20 years, unless a written instrument, signed by 60% of the then current owners of lots has been recorded to amend this Declaration in part or in whole.

IV. Enforcement

Enforcement of this Declaration shall be by proceedings at law or inequity against any person violating or attempting to violate any of the aforesaid Conditions, Covenants and Restrictions, either to restrain violation or to recover damages.

V. Severability

Invalidation of any one provision of this Declaration by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and affect.

IN WITNESS THEREOF, the Declarant has executed this instrument the day and year first herein above written.

James K. Kessler
James K. Kessler

STATE OF MONTANA)
County of Lincoln) ss.

On this 31st day of October, 1998, before me, a notary public in and for said State, personally appeared known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Mary Schenkbeiger
Notary Public for State of Montana



RECORDED: 06/17/1999 9:35 BOOK: 257 RECORDS PAGE: 564

CLERK AND RECORDER BY: *James Alanis* FEE: \$30.00

DELIVER TO: J.R.S. SURVEYING 317 MONTANA AVE. LIBBY, MONTANA 59901

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

This Declaration, made this 31st day of October 1998 by the undersigned, hereinafter referred to as Declarants,

Witness:

WHEREAS, Declarants are the owners of real property described hereinafter, and are desirous of subjecting said real property to Conditions, Covenants and Restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof. These Conditions, Covenants and Restrictions shall furthermore run with the land in each and every parcel and shall apply to and bind all successive owners of each and every parcel.

I. Property Subject to this Declaration

The land area within the confines of the Eagle Cove Subdivision, a subdivision in Lincoln County, shall be subjected to these Conditions, Covenants and Restrictions. Said land area of the subdivision is further described as being portions of Section 7 and 18, Township 31N, Range 33W; and Section 12 and 13 of Township 31N, Range 34W, 60.39 acres, more or less, that is filed with the Lincoln County Clerk and Recorder. No other property than that described specifically made subject hereto.

II. General Conditions, Covenants and Restrictions

The general property described above is subject to the hereinafter Conditions, Covenants and Restrictions to insure best use, appropriate development, and improvement of each building site; and further, to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve the scenic values and natural beauty of said property; and, in general, provide for the quality of improvements in said properties and thereby enhance the value of improvements made by the owners of said parcels by meeting the following Conditions, Covenants and Restrictions. These Conditions, Covenants and Restrictions shall be enforced by the Homeowners Association, which will include all owners of lots in the Eagle Cove Subdivision. The Association will be formed at the time the fourth lot is purchased from the developer. The formation of the Association will include writing up Association By-laws which must be filed with the Lincoln County Clerk and Recorder.

A. Land Use

1. All lots shall be used for residential purposes only. No multifamily dwellings will be allowed, only one family per lot.

Each lot may contain a maximum of three buildings, consisting of a main dwelling and up to two outbuildings.

Lots may not be re-divided.

2. No lot, or any buildings, or improvements erected thereon shall at any time be used for manufacturing, trade, or commercial enterprise of any description. No noxious or offensive activity will be permitted thereon which may become a nuisance or annoyance to surrounding properties.