Return to: pas
Johnson Berg & Saxby
PO Box 3038
Kalispell, MT 59903-3038

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAROLD'S ACRES SUBDIVISION

The undersigned, Ridenour Family, LLC, developer of all real property described herein, hereby affirmatively imposes upon and subjects the Flathead County, Montana real property described as follows:

> Lots 2 and 3 and a portion of the Southwest Quarter of the Southeast Quarter of Section 9, Township 31 North, Range 19 West, more particularly described as follows:
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> Lots 2 and 3 and the southwest quarter of the southeast quarter of Section 9, Township 31 North, Range 19 W.M.M., excepting therefrom a tract of land deeded by Ed. E. Down and Mrs. Katie Dow to Cassius L. Johnson by deed recorded at Book 115, page 37 of the deed records of Flathead County, Montana, said land being described as follows: One acre of ground situated along the south shore of Lake Five in lot 3, Section 9, T. 31 N.R. 19 W., having a shore frontage on Lake Five of 80 feet; thence extending back from the shore 545 feet. The boundary line of said acre of ground begins at a blazed tree situated on the shore front of Lake Five at a point 650 feet southwesterly along the shoreline from a blazed tree at the northeast corner of said Lot 3; thence running 545 feet southeasterly from the lake shore to a blazed tree; thence 80 feet southwesterly to a blazed tree; thence 545 to a blazed tree on a shore front of said Lake Five; thence northeasterly 80 feet to a blazed tree, the point of beginning.
>
> And Tract A C.O.S. 13305.
>
> Excepting Therefrom: the following parcels described in Book 291 Page 379, Book 297 Page 498, Book 360 Page 516, Book 341 Page 513, Book 345 Page 106, Book 493 Page 662, Book 493 Page 664.
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> Excepting Therefrom: Lot 1 of Paul's F.A.S. on Lake Five, according to the official plat thereof, filed in the Official Records of Flathead County, Montana.

to the covenants, conditions, restrictions and easements set forth herein. These restrictive covenants, conditions, restrictions and easements shall run with the land and shall be binding upon all parties and all persons claiming under it, and for the benefit of, and limitation upon, all future owners of all lots in the Subdivision.

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ARTICLE I: DEFINITIONS

1. Association. "Association" shall mean and refer to the Association (nonprofit corporation) created by Developer or to be created by Developer for purposes of administering these Covenants, Conditions, and Restrictions, including but not limited to imposing and collecting assessments.

2. Subdivision. "Subdivision" shall mean all real property collectively described herein.

3. Common Area. "Common Area" shall mean all that area that is labeled as Park A and Park B on the plat of the Subdivision and any Private Roads or Right of Ways within the Subdivision. Title of the Common Areas is to be transferred to and held by the Association.

4. Developer. "Developer" shall mean and refer to Ridenour Family, LLC and its successors and assigns if such successors or assigns should expressly acquire rights as Developer.

5. Governing Body. "Governing Body" shall refer to the County of Flathead in regards to this division.

6. Lot. "Lot" shall mean and refer to any parcel of land shown upon the recorded plat map of the Real Property subject to this Declaration with the exception of the Common Area and all roads, dedicated or private.

7. Member. "Member" shall mean and refer to every person or entity who is a Member of the Association as described in Article II.

8. Owner. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of any Lot which is a part of the Real Property, including buyers under a contract for deed, but excluding those having such interest merely as security for the performance of an obligation.

9. Private Roads. "Private roads" shall mean the interior subdivision road as shown on the preliminary plat of the Subdivision. Title of the Private Roads is to be held by the Association. Private Roads shall be a Common Area.

10. Real Property. "Real Property" shall mean and refer to that certain real property described hereinabove.

11. Single Family Residence. "Single Family Residence" shall mean any detached building containing one dwelling unit, including facilities for cooking, sanitation, and sleeping, and designed for permanent occupancy by one family.

12. Period of Declarant Control. "Period of Declarant Control" shall mean the period beginning on the date this Declaration is first recorded in the office of the Clerk and Recorder of Flathead County, Montana and ending on the earlier of: (a) the date which is 20 years later, or (b) the date on which the Declarant has sold 100% of the lots within Harold's Acres Subdivision.

ARTICLE II: MEMBERSHIP & VOTING RIGHTS

1. Membership. Every person or entity who is an Owner of any Lot, including buyers under a contract for deed, shall be a Member of the Association described in Article III. The foregoing is not intended to include persons

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or entities that hold an interest merely as security for the performance of an obligation. Acceptance of title to any Lot whether by deed or other form of conveyance, shall be deemed consent to membership in the Association, which membership shall be automatic, and which an Owner of a Lot cannot elect not to be a member. Membership shall be appurtenant to, and may not be separated from ownership of the Lot. Ownership of such Lot shall be the sole qualification for membership. The Association if it acquires an interest in a Lot, which would otherwise qualify it for membership, shall not be considered a member either for voting or assessment purposes.

2. Voting Rights. As to this Declaration, the Owners of Lots shall be entitled to one vote for each Lot in which they have ownership interest. Notwithstanding the foregoing, except for so long as the Developer is the Owner of at least one Lot, the Developer shall control all voting rights and no other Owners shall have voting rights. When more than one person or entity owns an interest in any Lot, the vote for such Lot shall be exercised as such persons or entities determine, but in no event may more than one vote per Lot be cast, except as previously stated.

3. Rules and Regulations. The Association may promulgate such rules and regulations, as it deems necessary and appropriate for the use of the Common Areas and Private Roads as identified on the plat of the Real Property. Rules and regulations promulgated by the Association shall only be effective with 60% of votes of the Board of Directors.

ARTICLE III: HOMEOWNERS' ASSOCIATION

1. Homeowners' Association. The Developer has created or will create a Montana non-profit corporation to act as the Homeowners' Association ("Association") in conjunction with the administration of the Declaration. The Association shall administer the terms and provisions of this Declaration and take such action as may be reasonable or necessary to carry out the functions of a Homeowners' Association. The Association shall be governed by Bylaws adopted by the members of the Association.

2. Duties of the Association. The Association shall be responsible for the care and maintenance of the common properties and each lot owner's use of the common properties shall be governed by such rules as adopted by the Association. Common properties as used herein shall include parks, docks, pathways, entryways into the Subdivision, and all private roads which are for the benefit of the Subdivision. For the purpose of maintaining and caring for these common properties, and in connection with operation of the Association, the Board of Directors may make reasonable annual assessments to the Lot Owners and such assessment may be collected in a suit subject to the provisions stated below for enforcement of covenants, and may become a lien upon a Lot by the Board of Directors imposition of a lien which shall describe the Lot, state the amount of the unpaid assessment and the date of such assessment. A Lot Owner whose Lot is subject to such lien must pay the assessment, interest at ten percent (10%) per annum until paid, costs for preparation of the lien and lien release, and all recording fees before the lien is released. The Association is empowered to initiate any legal action to enforce payment of any past-due assessments or dues, including an action to foreclose any lien on a Lot. This lien may also be foreclosed in the manner of foreclosure for mortgages. In the event of litigation, the prevailing party shall be entitled to attorney's fees and costs.

3. Dues and Assessments. Association dues and assessments shall be determined from time to time by the Board of Directors. Notwithstanding anything contained herein to the contrary, no amount shall be assessed or otherwise charged to Developer with respect to any Lots owned by the Developer, nor shall Developer's Lots

be assessed, encumbered, liened, or otherwise charged for any such dues or assessments. The foregoing shall include Association dues and assessments, and any other amounts charged, levied, or assessed any Subdivision Lot owner with respect to ownership of property within the Subdivision, with the exception of real property taxes and assessments on Subdivision common properties. Real property taxes and assessments shall be allocated among the Lots, including Developer's Lots, in accordance with Article V of this Declaration.

4. Architectural Control Committee. An Architectural Control Committee is hereby formed and shall initially consist of one (1) member, who shall be the Declarant, until such time as the Period of Declarant Control has elapsed. At such time as the Association is formed, the Architectural Control Committee shall consist of three (3) or more persons as determined by the Association, and the members of such committee shall be elected by the members of the Association. All Lot Owners intending to construct a dwelling or build any structure or remove any trees or vegetation upon the any Lot shall first submit their plans and specifications in writing to the Architectural Control Committee. Plans must include proposed exterior colors and materials and landscaping plans, and such other information and detail required or requested by the Committee. Any proposed plan and other related or required information shall be submitted with the applicable fee, if any, that is required by the Architectural Control Committee. The Architectural Contact Committee may deny approval of a submission made to it pursuant to Article IV. Notwithstanding the foregoing, any structure(s) constructed by Developer during the period of Declarant Control will not be subject the Architectural Review Committee or its governance, this specifically includes but is not limited to the review and approval of structures, fences and landscaping.

5. Enforcement. The Association or any Lot Owner shall have the option and right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of this Declaration. Each Owner may submit to the Association any complaint regarding alleged violation of this Declaration by any other Owner. Upon receipt of such complaint to Association shall conduct a reasonable investigation of the alleged violation. If the Association, in its sole discretion, deems that the complaint has merit it may elect to seek enforcement of this Declaration pursuant to this section. In any event the decision of the Association as to the merit of the complaint or its decision to pursue or not pursue enforcement of this Declaration shall not limit or restrict in any way any individual Owner's pursuit of enforcement of this Declaration. The method of enforcement may include legal action seeking an injunction or prohibit any violation to recover damages or both. Failure by any Owner or by the Developer to enforce any such provisions shall in no event be deemed a waiver of the right to do so thereafter. Should any law suit or other legal proceeding be instituted against an Owner who is alleged to have violated one or more of the provisions of this Declaration, the prevailing party in such proceeding shall be entitled to reimbursement for the costs of such proceeding, including reasonable attorney's fees.

6. Incorporated Conditions. Any Covenants, Conditions and Restrictions imposed at the time of Subdivision approval shall be and are hereby incorporated herein as part of these Covenants, Conditions and Restrictions to the extent they control or restrict use of the Property.

7. Common Areas and Storm Water Retention Areas:. The Association shall maintain the Common Areas and Storm Water Retention Areas as is reasonably necessary and maintained in a manner so as to not impact the natural scenery of the area.

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8. Private Road Maintenance. The Association shall be responsible for the maintenance of the Private Roads. Such maintenance shall include storm water retention areas associated with the roads, snow removal, road signs, and other road fixtures.

9. Additional Services. The Association may provide additional services as it deems necessary. The Association may provide such services for all or a portion of the Real Property within the Subdivision or with which it may contract and levy assessments on such portion of its Members or others as derive benefits from the services provided.

10. Management During Period of Declarant Control. During the Period of Declarant Control, Declarant may appoint, remove and replace from time to time any or all of the Directors and Officers of the Homeowner's Association.

ARTICLE IV: LIMITATIONS AND RESTRICTIONS ON PROPERTY RIGHTS

1. Members' Easement of Enjoyment Roadway. Every Member shall have a right and easement of enjoyment in and to the Common Areas and Private Roads within the Subdivision and such easement shall be appurtenant to, and shall pass with, the title to every Lot, subject to the following provisions:

   i. The right of the Association to provide reasonable restrictions on use of the Common Areas and Private Roads for the overall benefit of its members;

   ii. The right of the Association to charge reasonable fees for maintenance and snow removal and other fees for the use of the Common Areas and Private Roads;

   iii. To the extent permitted or authorized by the Governing Body, the right of the Association or Developer to dedicate or transfer all or any part of the Common Areas or Private Roads to a public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Association;

   iv. The right of the Developer to grant easements under any Common Areas and Private Roads to any public agency, authority, or utility; and

   v. The right of the Developer to run utility service lines or connections, including a water or sewer system that serves any portion of the Real Property under or through any Common Areas and Private Roads.

2. Members' Easement of Enjoyment Roadway Utility, Service and Stormwater. Utility lines, service lines and a stormwater system are developed or are being developed and be developed which utility lines, service lines and stormwater system shall service and be for the benefit of all Lots within the Subdivision. The Association and its Members shall have and enjoy an easement for access to the utility lines, service lines and a stormwater system for purposes of maintenance, repair and replacement of same.

   Stormwater retention areas are depicted on Lots 1 and 6 and are shown on Exhibit A attached hereto and by this reference incorporated herein. The Association shall have a perpetual easement over and across Lots 1 and 6 for purposes of maintaining and improving said stormwater retention areas, and the Owners of Lots 1 and 6 shall not construct any improvements within the stormwater retention area or obstruct the stormwater

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retention areas in any manner that disrupts or otherwise impairs the function of said stormwater retention areas.

3. No Further Subdivision. No lot shall be further subdivided.

4. Assignment of Use. Any Member may assign, in accordance with this Declaration, his right of enjoyment to the Common Areas and Private Roads and facilities to the members of his family or others who reside on the Real Property.

5. Rentals. Rental of any Lot shall be governed by the governing body's zoning rules and regulations.

6. Residential Character. No Lot shall be used except as a residence and no building shall be erected, altered, placed or permitted to remain except for residential purposes, except with the prior approval of the Architectural Control Committee. All buildings (which may include guest quarters and mother-in-law suites) must be approved by the Architectural Control Committee, which shall have the right, in its discretion, to disallow construction of any building which, in the opinion of the Architectural Control Committee impede an adjoining property owner's use or enjoyment of his/her property (including the view from such property), do not fit with the character of the surrounding residences, or are otherwise unsightly. Notwithstanding the foregoing, any structure(s) constructed by Developer during the period of Declarant Control will not be subject the Architectural Review Committee or its governance.

7. Commercial Activity Prohibited. Except as set forth in Paragraph 4 of this Article, all lots shall be used for single family residential use. No profession, business, manufacture, trade, or commercial activity may be conducted on the premises (except home occupations that do not increase traffic within the Subdivision). Notwithstanding anything contained herein to the contrary, no property owner shall use his/her property to operate a daycare, pre-school, or other care facility, dog kennel, community residential facility or recreational facility.

8. Construction Approval. No dwelling house or other structure or fence shall be erected, placed or altered on any Lot until the construction plans and specifications have been approved in writing by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and location of the structure with respect to topography and finish grade elevation. Approval or disapproval by the Architectural Control Committee must be in writing. In the event the Architectural Control Committee fails to act within forty-five (45) days after the complete plans and specifications of any structure, together with any required fee, have been submitted to it in writing, no specific approval shall be required for such structure and the pertinent provisions of this Declaration shall be deemed to have been fully complied with. Notwithstanding the foregoing, any structure(s) constructed by Developer during the period of Declarant Control will not be subject the Architectural Review Committee or its governance, this specifically includes but is not limited to the review and approval of structures, fences and landscaping.

9. Construction Limits. No temporary building, house trailer, mobile home, or other temporary structure shall be erected or placed upon this property during construction. All construction, including landscaping, shall be complete within one (1) year from the date construction begins. No residence shall have more than two levels. A basement area shall **not** count as one level of the two allowable levels. A residence with a daylight basement shall have at least one outside access, and the ground level immediately outside of the basement access shall be at least six inches (6") below the floor level of the walkout basement, and there shall be proper drainage away from the residence.

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10. Construction Boundaries. No building on any Lot shall be located closer than twenty-five feet (25') to the front lot line, twenty-five feet (25') to the rear lot line, nor closer than ten feet (10') to either side of lot lines. Further, no driveways, sidewalks, landscaping, hardscaping or other objects shall be placed in or interfere with the stormwater system.

11. Fire Safety Measures. Only Class A and Class B fire-rated roofing materials, as rated by the National Fire Protection Association, are allowed for use in construction or repair. Use of wood shakes is discouraged, due to their flammability.

12. House Numbers. All house numbers shall be clearly visible from the road, either at the driveway entrance or on the house. House numbers shall be at least four inches (4") in height per number.

13. Fence Limitations. No fence erected in the backyard (i.e. fences backward from the rear of a house) shall be over six feet (6') in height. No fence erected in the front yard, i.e. fences forward from the front of the house, shall be over three feet (3') in height. No chain link fencing shall be allowed. All fence designs/plans, including the materials the Owner plans to use, must be submitted to the Architectural Control Committee for approval. All wood fences or fencing shall be maintained by painting, staining, or as otherwise necessary.

14. Exterior Utilities. All utility lines shall be underground. There shall be no exterior antennas except for small satellite dishes, which shall be unobtrusive.

15. Signs. No advertising signs, billboards, or unsightly objects shall be erected, placed, or permitted to remain on any Lot with the following exceptions:

    i. One sign up to ten square feet in size identifying the contractor of a building under construction;

    ii. One sign up to ten square feet in size identifying the architect of a building under construction;

    iii. Signs erected within the subdivisions by the Developer promoting the development of the Real Property and subdivisions;

    iv. A sign not to exceed two square feet in surface area identifying the owner or occupant of the residential structure located on a Lot so long as the sign is permanently affixed to the structure; and

    v. A standard "For Sale" sign up to six (6) square feet in size.

16. Lot Maintenance. Landscaping of lawn areas and areas immediately adjacent to structures shall occur simultaneously with the construction of other improvements on the Lot. All yards and landscaping shall be maintained and shall not be allowed to become unsightly. Lawns areas shall be mowed on a regular basis. All weeds, including any noxious weeds, shall be eradicated or controlled and all property owners shall comply fully with Montana law regarding the control or eradication of noxious weeds. Areas of each Lot which are not immediately adjacent structures and which are not lawn areas may remain in their native condition.

    Basic landscaping, including finish grading, seeding or sodding, must be completed prior of within 90 days after date of occupancy (weather permitting).

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Each Owner shall have the responsibility to maintain the grounds of his Lot including the mowing of lawn areas, removal of weeds, and proper trimming of bushes and trees. Each Owner is responsible for revegetation of disturbed areas on that Owner's Lot and for the control and eradication of noxious weeds on that Owner's Lot in accordance with the requirements of the State laws and Flathead County Weed and Parks Department or successor agency.

17. Structure Maintenance. All structures and improvements placed upon the property shall be kept in good repair and appearance, including all fencing and outbuildings. 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 with due diligence rebuild, repair, and restore the structure to its appearance and condition prior to the casualty.

18. Damaged Property. Any dwelling damaged by fire or other casualty must be removed from the premises and repairs commenced within one hundred and twenty (120) days. Reconstruction or repair of any structure (including any landscaping) shall be completed within nine (9) months of any casualty that damaged or destroyed any improvements or landscaping, unless an extension of time is granted by the Association.

19. Government and Agency Laws. All Lot Owners must comply with the laws and regulations of the State of Montana and Flathead County.

20. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that household pets such as dogs or cats may be kept provided they are not bred or maintained for any commercial purpose.

21. Pets. All pets are to be confined to the premises and not allowed loose at any time outside the property owner's Lot . If a breach occurs, the owner of the pet is responsible for any liability and must clean up after the pet.

22. Offensive Activity. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which is or which may become an annoyance or nuisance to the neighborhood or any adjoining property owner, including excessive dog barking. Hunting of any kind shall be strictly prohibited.

ARTICLE V: ASSESSMENTS

1. Assessments. The general assessments levied by the Association shall be used for such purposes as are deemed desirable by the Association including, but not limited to, maintenance, repair and upkeep of drainage facilities; maintenance, upkeep, real property taxes, hazard and liability insurance, and related expenses in regard to any Common Area, Private Roads, administrative costs of the Association incurred in its day-to-day activities, and any costs or expenses, including attorney's fees, incurred in enforcing the conditions, restrictions or charges set forth in this Declaration. All Lots shall be subject to assessments by the Association as herein provided except those Lots acquired by the Association.

2. Rate of Assessments. The total amount assessed for any particular assessment shall be systematically assessed by dividing the total assessment by the number of Lots assessable. The amount determined shall be payable by each Owner.

3. Special Assessments. Upon determination by the Board of Directors of the Association, assessments may be levied for special or particular purposes. Such assessments may include related administration costs and such

other costs or charges as are reasonably required. The assessments shall be fixed, established, and collected in the amount and manner as the Association determines, but in any event, they shall be separately treated from other assessments provided for in this Declaration. Funds utilized for special assessments shall be accounted for separately.

4. Commencement of Assessments. The Association is authorized to commence initial assessments when it determines appropriate. Written notice of assessments shall be sent to every Owner. The due dates shall be established by the Association. If Assessments are not paid by the due date, then interest shall accrue at a reasonable rate as determined by the Association.

5. Nonpayment of Assessments. Any assessments or installment payments on assessments which are not paid when due shall be delinquent. The Association may bring an action at law to collect the amount of the delinquent assessment together with all interest, costs, and reasonable attorney's fees incurred in such action or may take action to perfect and foreclose the lien for assessments.

6. Obligation of Payment. All Lots are subject to the assessments set forth in this Declaration. Each Owner hereby covenants and agrees to pay to the Association the amount of all assessments as such assessments are fixed, established, and billed. The Association shall bill the Owner for the amount of any assessment and that Owner shall be responsible for any accruing assessments until and unless such Owner has provided to the Association's secretary a true and correct copy of a recorded deed or other document of conveyance transferring title of a Lot to another Owner.

7. Creation of Liens. All assessments, both current and delinquent, together with interest and cost of collection as herein provided for, shall be charged upon the land and shall constitute a lien upon the Lot against which assessments are made. Such lien shall be deemed perfected upon filing with the Clerk and Recorder of Flathead County an account of the assessments due together with a correct description of the Lot to be charged with such lien and shall continue until all unpaid assessments, interest, and costs of collections (including attorneys' fees) have been fully paid. The priority of such lien shall be determined as of the time of filing with the Clerk and Recorder and shall be deemed subordinate to all previously recorded or filed interests. Conveyance of title to any Lot shall not be effective to avoid the obligation for payment of any sums then due and owing whether or not reduced to the status of lien. The Association may establish such procedures for collection of obligations and perfecting of liens for payment of assessments as it deems necessary and appropriate.

ARTICLE VI: WATER APPROPRIATION

The water rights are limited by the ability to submit a Form 6021 Notice of Intent to Appropriate Groundwater prior to drilling onsite wells to DNRC with maximum volume assessed at 1.25 acre feet per year per Lot. The entire subdivision must share 10 acre feet per year to qualify for Form 602 Exempt Water Right unless legislative changes occur with DNRC.

A water volume of 1.25 acre feet, which is adequate for a five (5) bedroom primary residence and a two (2) bedroom accessory dwelling unit with half acre yard, is hereby allocated to each Lot. Lawn and garden sprinkling is limited to a half acre yard and allowed annually between May 10 to September 20 . Lawn and garden sprinkling is prohibited outside of the May 10 to September 20 time period. Property owners that desire to divert more water beyond this allocated volume are required to pursue a DNRC Beneficial Water Use Permit.

ARTICLE VII: GENERAL PROVISIONS

1. Duration. The covenants, conditions, charges and restrictions of this Declaration shall run with the land and shall inure to the benefit of, and be enforceable by, the Association, or the Developer, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, or assigns in perpetuity.

2. Severability. Invalidation of any of the terms, covenants, conditions or restrictions as established by this Declaration or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

3. Amendment. The Developer reserves the sole right to amend, modify, make additions to or deletions from this Declaration it alone deems appropriate during the period of Declarant Control. Otherwise, this Declaration of Covenants, Conditions and Restrictions may be amended by a concurrence of seventy-five percent (75%) of the Lot Owners.

4. Liability of Developer. The Developer shall have no liability for any of its actions or failures to act or for any actions or failure to act of any Owner of any Lot.

IN WITNESS WHEREOF, the Developer has executed the foregoing Declaration on the day and year first above written.

RIDENOUR FAMILY, LLC

By: _____
_____, its Member

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was acknowledged before me on the _____ day of _____, 2026, by _____, Member of Ridenour Family, LLC.

_____
Notary Public for the State of Montana

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