

DECLARATION OF HOMEOWNERS ASSOCIATION AND COMMON AREA

THIS DECLARATION, made this 3 day of June, 1977, by WESTERN TRAVEL & RECREATION, INC., a Montana corporation, hereinafter called the "declarant";

WITNESSETH:

WHEREAS, the declarant is the owner of the real property hereinafter described and is desirous of subjecting said real property to the 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 which 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 owners thereof;

NOW, THEREFORE, the declarant being the owner of all of said property and having established a general plan for the improvement and development of said property does hereby establish the conditions, covenants and restrictions upon which and subject to which all lots and portions of lots within said subdivision shall be improved or sold and conveyed by it as owner and hereby declare that said property is and shall be held, transferred, sold and conveyed subject to the conditions, covenants and restrictions hereinafter set forth are to run with the land and shall be binding upon all successors in interest of the declarant.

1. Description - The real property which is and shall be held shall be conveyed, transferred and sold subject to the conditions, covenants and restrictions of this Declaration is located in the County of Glacier, State of Montana, and is more particularly described as follows:

Golden Glacier Parklands, according to the maps or plat thereof on file and of record in the office of the County Clerk and Recorder of Glacier County, Montana.

b. "Owner" shall mean the record owner of a fee simple title to any lot which is a part of the properties and shall also include contract buyers.

c. "Properties" shall mean that certain real property described hereinabove and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

d. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

3. Purpose - The real property described in paragraph 1 hereof is subjected to the conditions, covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; 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 so far as is practicable the natural beauty of said property, to guard against the erection thereon of structures built of improper or unsuitable material; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations; to secure and maintain property setbacks from streets and adequate free space between structures, and, in general to provide adequately for a high quality of improvements on said property and thereby to enhance the values of improvements made by purchasers of building sites therein.

4. Use - The premises may be used only for single family residences, except for those exceptions indicated and approved by the Association. No lot shall be subdivided in any manner except as approved by the Association. No waste shall be committed upon any parcel which would materially affect the value of adjoining lands. All timber cutting shall be controlled by the Association.

6. Dwelling Construction and Location - All dwellings shall be constructed on the site and located with the approval of the Association. Once construction is started, it shall be substantially completed within twelve (12) months. No structure, with the exception of wharfage and structures necessary for domestic water systems, as herein provided, may be constructed within fifty (50) feet of the high water mark of Duck Lake.

7. Nuisance - No noxious or offensive activities shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. Temporary Structures - No structure of a temporary character, trailer, basement, tent, shack, garage or barn shall be located upon building site except as shall be authorized and approved by the Association, except however, that an owner may spend not to exceed ninety (90) days in a camper or trailer on their lot each year on a temporary basis prior to and without the authorization and approval of the Association.

9. Signs - No signs, billboards or advertising devices of any kind shall be displayed to the public view on any building site except for one sign of not more than five square feet advertising the property for sale or rent or such signs used by a builder to advertise the property during the construction and sales period.

10. Livestock and Poultry - No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site except dogs, cats or other household pets and horses may be kept, provided that they are not kept, bred or maintained for any commercial purposes, or allowed to become a nuisance to wildlife or other property owners.

garbage or waste. It is the responsibility of each lot owner to dispose of his own solid waste outside the limits of the subdivision at an approved solid waste disposal site. All solid waste within the subdivision shall be kept in sanitary containers with tight lids. Such containers shall not be visible from any roads. The containers must be fly-proof. Lot owners must maintain neat and sanitary conditions in the vicinity of refuse containers and must empty containers often enough to prevent nuisances from odor or accumulation. No on-site burning of solid waste will be allowed. If, at any future time, a solid waste disposal district is formed in the area, or if a solid waste disposal service becomes available, lot owners shall join the district and/or utilize the solid waste disposal service.

12. Sewage Disposal - No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Montana State Board of Health, and the Glacier County Sanitarian and other local authorities.

Procedure for Review, Inspection and Approval of Sewage Disposal Systems:

Prior to construction of a sewage disposal system on any lot in Golden Glacier Parklands, the Owner shall have detailed plans prepared by a Registered Civil Engineer. The detailed plans shall conform to all conditions of approval of the subdivision by the State Department of Health and Environmental Sciences and to the "Manual of Septic Tank Practice" by the U. S. Department of Health, Education and Welfare. Two prints of the plans shall be signed and sealed by the Registered Civil Engineer preparing them, and shall be submitted to the Department of Health and Environmental Sciences, Helena, Montana for approval. The Department of Health and Environmental Sciences shall review the plans for conformance and shall notify the Owner of the Department's action within 30 calendar days of receipt. Failure of the Department to act within the 30 day period shall constitute automatic approval of the plans.

The Engineer preparing the plans shall inspect the construction of the system. He shall certify to the Department of Health and Environmental Sciences that the system has been constructed in accordance with the approved plans prior to the use of the system.

All fees and charges of the Engineer shall be the obligation of the Owner.

a right and easement of enjoyment of and over the Common Area; which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

- a. The right of the Association to charge reasonable admission and annual maintenance fees for the use of any recreational facility situated upon the Common Area and for the care, maintenance and improvement of the Common Area;
- b. The right of the Association to suspend the voting rights and the right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations.
- c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes, and subject to such conditions as may be agreed to;
- d. Any owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

14. Membership and Organization - Every owner of a lot which is subject to assessment for the care and maintenance of the Common Area shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

15. Shoreline Protection - There shall be no alteration of the shoreline of Duck Lake in the form of landfill or the deposit of any other materials in

16. Hunting and Fishing - Every lot owner shall comply with the laws of the State of Montana, County of Glacier, and any other jurisdiction having authority over the hunting and fishing on said properties.

17. Homeowners Association - In order to effectively administrate and operate the Common Area and in order to construct and maintain roads, a perimeter fence, and to provide for other community services as may be necessary or required, and to inspect all sewage systems in order to insure compliance with state and county health requirements, there is hereby established the Homeowners Association of Golden Glacier Parklands.

All members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds such interest in any lot, the vote for such lots shall be exercised as such persons among themselves determine, but in no event shall more than one vote be cast with respect to any lot. The declarant shall be entitled to one vote for each lot in which it holds the interest required for membership.

The applicable rules and regulations of the Homeowners Association of Golden Glacier Parklands and the administration of the Homeowners Association shall be promulgated and vested in officers of the Homeowners Association which shall consist of a President, Vice President and Secretary-Treasurer, all of whom shall be individually elected by a majority vote of the members of the Association. In addition to promulgating and establishing operating rules and regulations to effectuate the purposes of the Homeowners Association and to administer the Common Area, the officers of the Homeowners Association shall have the following duties:

President: The president shall have the duty to collect promptly all monies agreed to be paid by the parties of this agreement, and any other levies and charges

shall render annually a record of all monies received and all monies paid out, and shall be ready and willing to answer any and all inquiries of any party regarding the same. The president shall oversee the construction of the Common Area, its future expansion and maintenance and any and all repairs. Matters involving major expenditures of monies shall be decided by a majority vote of the owners.

Vice President: The vice president shall assume the duties of the president in the event the president is absent, refuses to act or is unable to act. In such case, a special election may be held to elect a new president.

Secretary-Treasurer: The secretary-treasurer shall have the responsibility of keeping minutes of meetings of the members of the Homeowners Association, to handle the correspondence of the Association, and to keep records and accounts of the income and expenses of the Association.

Collectively the officers shall act as a Board of Directors to carry out all other duties and responsibilities of the Homeowners Association enumerated herein.

The first officers of the association shall be:

President William E.S. Reely
Vice President John L. Reely
Secretary-Treasurer Robert Ashmore

and these officers shall hold office until their successors have been duly elected by a majority vote of the parties hereto. Meetings shall be held at least annually on a five-day written notice to all members of the association and the first meeting shall be held on the 1 day of July, 1978.

18. Assessments - The declarant for each lot owned within the properties by the declarant hereby covenants and each owner of any lot by acceptance of the deed therefor whether or not it shall be so expressed in such

assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the properties and for the improvement and maintenance of the Common Areas. No special assessments for capital improvements in the Common Areas shall be levied unless two-thirds (2/3) of the members of the Association shall vote for such special assessment. The maximum amount of annual assessments shall be as fixed by the Association. The Board of Directors shall fix the amount of the annual assessment against each lot not later than May 31 each year. Written notice of the annual assessments shall be sent to every owner subject thereto; and any assessment not paid by July 1 of each year shall bear interest from that date at the rate of six per cent (6%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his lots.

19. Architectural Control - No building, fence, wall, or other structure shall be commenced, erected or maintained upon the properties, nor shall any addition to or change or alteration therein be made, nor shall any of the native vegetative growth be destroyed or removed until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography.

...have been submitted to it, approval will not be required, and this article will be deemed to have been fully complied with. All improvements, construction, reconstruction, alterations, remodeling, or any activity requiring the approval of said Association must be completed in substantial compliance with the plans and specifications initially approved by the Association.

20. Conveyance of Common Area - Declarants intend that the Association shall be the legal and equitable owner of the Common Area. All development and improvements of and to the Common Area shall be made in consonance with the natural setting and existing conditions to the extent possible. The Common Area shall be maintained in perpetuity for park purposes pursuant to law unless otherwise designated with the consent of the Glacier County commissioners or their successors in interest.

21. Enforcement - The Association, or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

22. Severability - Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.

23. Amendment - The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive ten (10) year periods. This Declaration may be amended at any time by an instrument signed by not less than sixty per cent (60%) of

Board of Commissioners. ... of the Glacier County

24. Annexation - Additional residential property and Common Area may be annexed to the properties when such annexation has been approved by a majority of the Board of Directors of the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 3rd day of June, 197 7.

WESTERN TRAVEL & RECREATION, INC.,
a Montana corporation

By William E. Kelly
President

Harold P. Brown
Secretary

STATE OF MONTANA
County of Missoula

SUBSCRIBED AND SWORN to before me this 31st day of May, 197 2.

R. B. MacDell
Notary Public for the State of Montana
Resident at Missoula, MT.
My Commission expires 6/1/78

17917

STATE OF MONTANA }
County of Glacier

Record this _____ day of _____
1917 A.D. 1917

at _____ o'clock _____ M.
3:30 P.

Recorded in Book _____ of _____
_____ on Page _____

_____ County Recorder

Return to _____ Deputy
for \$ _____ _____

The following amendments are hereby made to the "Declaration of Conditions, Covenants and Restrictions and Declaration of Homeowners Association and Common Area" recorded in Book _____, page _____, records of Glacier County, Montana in accordance with the procedure for amending same as provided therein:

1. Paragraph 8 shall be amended to read as follows:

8. Temporary Structures - No structure of a temporary character, trailer, recreational vehicle, basement, tent, shack, garage or barn shall be located upon any lot unless said temporary structure is properly and permanently connected to a sewer and water system approved by the State Department of Health & Environmental Sciences, in accordance with Paragraph 12 of these Conditions. No such temporary structure shall be located upon any lot except as authorized and approved by the Association. The Owner may not have such structure in use on any lot for more than ninety (90) days in a calendar year.

2. Paragraph 12 shall be amended to read as follows:

12. Sewage Disposal and Water Supply - No sewage disposal system or water supply system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Montana State Board of Health, and the Glacier County Sanitarian and other local authorities.

Procedure for Review, Inspection and Approval of Sewage Disposal and Water-Supply Systems:

Prior to construction of a sewage disposal system or water supply system on any lot in Golden Glacier Parklands, the Owner shall request the Homeowners Association to have detailed plans prepared by a registered Civil Engineer.

The detailed plans shall conform to all conditions of approval of the subdivision, by the State Department

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

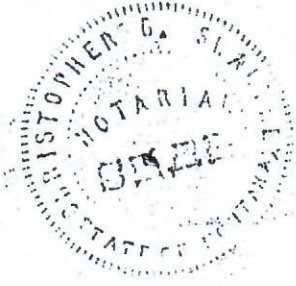
Christopher B. Swartley

Notary Public for the State of Montana

Residing at: *Missoula, MT.*

My Commission Expires:

5/3/1981



STATE OF MONTANA ss.
County of Glacier

Filed for Record this 12 day of
October A. D. 1978

at 1:30 o'clock P M

and recorded in Book 34 Misc of
on Page 849

Donna LaSorie, Clerk & Recorder
County Recorder

By Iris Anderson Deputy

Return to _____
Fee \$ 6.00

Daliofruto & Mac Donald
State A-Century Plaza Bldg
Missoula MT 59801