

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 1st day of August, 1971, by SKY-AIR ENTERPRISES, a Montana corporation, WITNESSETH:

WHEREAS, Sky-Air Enterprises is the owner of certain real property described as follows:

The following described property in Section 32, Township 28 North, Range 22 West, P.M.M., Flathead County, Montana: N $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, and that portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying east of the county road; and the W $\frac{1}{2}$ E $\frac{1}{4}$, excepting therefrom that portion of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ lying west of the existing county road;

AND

The following described property in Section 31, Township 28 North, Range 22 West, P.M.M., Flathead County, Montana: The E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$;

and

WHEREAS, Sky-Air Enterprises is desirous of subjecting the said real property to the conditions, covenants and restrictions herein-after set forth, each and all of which is and are 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, Sky-Air Enterprises, being the owner of all of the real property above described, hereby declares that the said real property is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants and reservations hereinafter set forth;

All persons or corporations who now or shall hereafter acquire any interest in and to the above-described property shall be held to agree and covenant with the owner of any of the property located in the tracts hereinabove described, or any parcel thereof, and with their heirs, successors and assigns, to conform to and observe the following covenants, restrictions, and conditions as to the use thereof, and as to the construction of dwellings and improvements thereon.

1. PURPOSE, USE AND ACTIVITIES:

a. No lot or building plat shall be used except for residential purposes only, and no type of building may be erected, altered, placed or permitted to remain except for residential purposes, garage or livestock barns and shelters.

b. No housetrailer may be used for residential purposes, except housetrailer may be used for residential purposes during the period of their home construction for a period not to exceed 365 days. The parking storage of personal camping trailers, or pickup campers is permitted. No temporary building, housetrailer, trailer basement, or partly finished building or structure shall be erected or placed upon this property except as stated above. Fuel tanks shall be installed underground or within the building, and in compliance with all fire and other regulations. The term housetrailer does not embrace "factory-built" or "pre-built" homes, provided such homes are installed on a permanent foundation.

Each home shall contain not less than 1200 square feet exclusive of attached garages.

c. No signs, advertising billboards or advertising structures of any kind shall be erected, used or maintained on this property, except for the purpose of advertising for sale or rent the property upon which it is erected.

d. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, particularly feed lots, pig farms and trailer courts.

2. ANIMALS, BIRDS AND PETS:

a. No poultry, birds, cats, dogs or other household pets shall be kept on the premises for such purposes that would require commercial buildings or kennels. On tracts of less than two (2) acres, no animals may be kept except household pets. On tracts of over two (2) acres but less than five (5), either one horse or one cow may be kept. On tracts of over five (5) acres, there shall be no limits on livestock except that the land shall not be overgrazed or otherwise abused.

b. Barns or other buildings for shelter or care of such livestock shall be in keeping with the architecture of the other buildings, kept in good repair and appearance, and sanitary with maintenance of strict fly and pest control measures.

3. REMOVAL OF WASTE, PROPERTY APPEARANCE, AND UPKEEP.

a. No part of this property shall be used or maintained as a dumping or storage ground for rubbish, trash, garbage, old automobiles or other wastes. Waste shall be removed at least twice each month. All garbage cans shall be tightly covered.

b. No automobiles, automobile bodies or parts thereof may be left exposed to public view in an inoperative condition, except during the period the owner is actively engaged in the overhaul or repair (not to exceed four weeks) of any and only one such vehicle at a given time.

c. Said premises shall be improved only by erection of a one-family dwelling house, together with the usual outbuildings, including barns and livestock shelters. No old buildings, whether intended for use in whole or in part as the main residential structure, or for use as a garage or other outbuilding, shall be moved upon said premises.

d. No building shall be located on the premises nearer than twenty (20) feet to any border adjacent to any property line.

e. Each building erected, placed or permitted to remain on any building site must be completed within one (1) year from the date of commencement of construction. It is the intention of this clause to prevent undue delay in the completion of construction of buildings to the end that unfinished buildings will not detract from, nor depreciate the value of the adjacent lots or natural beauty of all of the property.

f. No parcel shall be subdivided into any unit less than two (2) acres for the purpose of being sold, leased or rented.

g. No individual sewage disposal system shall be permitted on any building site unless that system is designed, located and constructed in accordance with the requirements, standards and

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recommendations of the Montana State Board of Health, the Federal Housing Administration, and the County Board of Health, or their successors, and unless said sewage disposal system consists of septic tank of proper size and cesspools and drain fields as required by the Montana State Board of Health.

4. GENERAL PROVISIONS:

- a. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the parcels sold by Sky-Air Enterprises has been recorded, agreeing to change said covenants in whole or in part.
- b. Sky-Air Enterprises, and every person hereinafter receiving any right, title or interest in any tract in said property shall have the right to prevent or stop violation of any of the said restrictions by injunction or other lawful procedure, in law or in equity, against the person or persons violating or threatening to violate these restrictive covenants. Any person who shall prosecute an action successfully may recover any damages resulting from such violation, and IT IS EXPRESSLY UNDERSTOOD by any person purchasing this property that if an action is successfully brought against him for a violation of these covenants, that a reasonable attorney's fee shall be assessed against him in addition to any other damages.
- c. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- d. These covenants may be altered or additions made thereto with the written consent of the owners of ninety percent (90%) of the parcels of the then owners of lots agreeing thereto by written amendment, acknowledged by signature and filed with the office of the County Clerk and Recorder of Flathead County.
- Declarant may change these covenants in whole or in part so long as declarant remains the owner of thirty percent (30%) of the acreage hereinabove described, such change to be made by written instrument filed in the office of the Clerk and Recorder of Flathead County.

EXECUTED the date first above written.



SKY-AIR ENTERPRISES

By George M. Gabin
President

Marshall W. [Signature]
Secretary

