

6432

**Conditions, Covenants and Restrictions
WATERFRONT WEST SUBDIVISION**

Donald Oliver, the Declarant, is the owner of certain property located in the West 1/2 of Section 16, Township 21 North, Range 29 West, PMM, in Sanders County, Montana, which is a subdivision consisting of 13 residential lots and common area.

Now, therefore, the Declarant does hereby declare that the subdivisions above described shall be sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property, and shall be binding on all parties having or acquiring any right, title or interest in the described properties, and shall inure to the benefit of each owner thereof. The word "parcel" as used herein shall refer to each parcel of the subdivisions.

The owners of all lots subject to this Declaration and the Declarant, as owner of the remainder of the Oliver Property, shall own an undivided 1/13* interest in the Common Area. The Common Area shall be for the common use and enjoyment of all lot owners. Each 1/13* interest shall be appurtenant to and shall pass with the title to every tract, subject to the following provisions:

- 1) The right of the owners 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 by the owners. No such dedication or transfer shall be effective unless an instrument is signed by 2/3 of the owners agreeing to such dedication or transfer has been recorded.

Compliance with Health Regulations: No activity on any parcel shall be conducted in violation of any Montana State Law, Montana State regulation or local ordinance or regulation including water supply, sewage disposal, sanitation and air pollution.

Waste Material: No building site shall be used or maintained as a dumping or storage area for rubbish, trash, garbage, brush or other waste. All trash, junk, garbage and other waste shall be kept in sanitary and rodent-proof containers. No automobiles, automobile bodies, motor vehicles or parts thereof, may be left exposed to view from other parcels in an inoperative condition, except during a period not to exceed two months while repairs are being made to such vehicle.

Setbacks: No residential building, nor any appurtenance or outbuilding, shall be less than fifteen (15) feet from any adjoining parcel line, nor any closer than fifteen (15) feet to Cherry Creek Road or any other subdivision roads.

Construction Standards:

Foundation: Each residence must have a continuous perimeter foundation of concrete blocks, AWW, or poured concrete.

Construction: Residences may be of frame or log construction or a modular home with a roof pitch of at least 5"/12". No structure commonly known as a "trailer" or "mobile home" shall be placed or remain on any lot except that recreational vehicles and trailers may be kept and used subject to the conditions set forth in the Residential Shelters section of these covenants.

Construction Time: All residential construction, once begun shall be completed as to exterior finish within 12 months after the start of construction. Each residence once constructed shall be kept in the same condition as at the time of its initial construction, excepting normal wear and tear. If all or any portion of a residence is damaged or destroyed by fire or other casualty, the owner thereof shall with due diligence rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs and shall be completed within twelve (12) months after the damage occurs unless prevented by causes beyond the control of the owner. If the owner desires not to rebuild, they shall remove all debris and maintain the lot in a presentable and orderly manner until rebuilding occurs.

Roofs: Metal roofs shall be permitted only if they shall have been painted during the course of their manufacture. Bare aluminum, steel, galvanized surfaces or other metallic, unpainted at factory surfaces, roofing or siding shall not be permitted. The roofs of all residential structures shall have eaves, which shall have an overhang of not less than eighteen (18) inches, and all residential structures shall have a roof with a pitch of not less than five (5) feet vertical rise to twelve (12) feet of horizontal run.

Fencing: No perimeter fence higher than 4' shall be allowed on any lot, with the exception of a fence surrounding a garden or tree for relief from deer and elk. Fences shall be well constructed, attractive in appearance and maintained regularly.

Residential Use: Lots shall be used for single-family residential purposes only. No structures shall be erected, altered, placed or permitted to remain on any portion of any lot other than a single family private dwelling of at least 1000 square feet on the main floor excluding decks, carports and attached garage, having a garage no larger than is convenient and necessary for the storage of three (3) automobiles or pick-up trucks, and such other buildings as may be incidental to residential use of the property

Animals: No dog may run at large or endanger wildlife. No livestock, horses, pigs, llamas, sheep, cattle or poultry of any kind shall be raised, bred or kept on any parcel except dogs, cats or other household pets shall be allowed in reasonable numbers provided that they are not kept, bred or maintained for commercial purposes. All such animals shall be contained within the confines of the owners lot. Vicious or barking dogs shall not be kept or maintained on any parcel at any time.

Limitation on Business and Commercial Use: The lots shall be used primarily for single family residential purposes. No lots within the property shall be occupied or used for any commercial or business purposes, except for an office or studio contained within the confines of the owner's residence. However nothing in this declaration shall be deemed to prevent any owner or their duly authorized agent from renting or leasing any residential building for residential uses from time to time, subject to all the provisions of this declaration.

Discharge of Firearms: Except in emergency situations where it is necessary for the preservation of life or property, the discharge of firearms is prohibited.

Offensive Activity: No noxious or offensive activity shall be carried on or permitted upon any parcel, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood; nor shall the premises be used in any way for any purpose which shall endanger the health, safety or welfare or unreasonably disturb the residents on any parcel.

Garbage Disposal: Garbage shall be stored in insect and rodent proof containers and shall be hauled at least once a week to the Thompson Falls Refuse Site or another Sanders County designated disposal site. Grounds and outbuildings shall be kept in a neat and orderly manner.

Utilities: Each parcel owner will be responsible, at their expense, for driveways from Cherry Creek Road and all other road systems, drilling of wells for domestic water and utility installation, including power and telephone from their lots.

Weed Control and Subdivision Regulations: It is a requirement that all lot owners contact the Sanders County Weed Control Board for a noxious weed and revegetation plan before beginning construction on their lot.

Lot owners shall comply with all requirements of the Sanders County Subdivision Regulations and the laws and administrative rules of the State of Montana.

Road Maintenance: A \$75 annual road maintenance fee will be paid by all lot owners as they establish a residence in the subdivision. A maintenance fund shall be established for deposit of these fees.

The owners requiring access to their property during the winter months shall divide snow removal equally. Lot owners are responsible for establishing their lot entrance or approach. Any damage to the common roadway through the activity of a lot owner shall be repaired by that lot owner.

If general maintenance exceeds the revenue in the maintenance fund, the excess expense shall be distributed equally among the lot owners. The maintenance fees, payable in advance, are due by January 1st of each year. At that time a road administrator shall be elected by a majority of lot owners. Delinquent fees or damage repairs shall constitute a lien against the real property, upon filing with the Sanders County Clerk and Recorder.

Amendment: This declaration may be amended by an instrument signed by the owners of fifty-one (51) percent of the parcels affected thereby. The commissioners of Sanders County are a party to the amendment of the covenants as to matters that relate directly to the criteria contained in 26-3-608, MCA, but bear no right or duty of enforcement.

Severability: Invalidation of any one of these covenants or restrictions by Court order, judgment or decree shall in no way affect the remaining provisions, which shall remain in full force and affect.

Enforcement: The Declarant or any parcel owner shall have the right to enforce by any proceeding at law or in equity all restrictions, covenants, conditions, reservations and charges now or hereafter imposed by the provisions of this Declaration.

The methods of enforcement may include proceeding to enjoin the violation, to recover damages or both. Failure by the Declarant or by any parcel owner to enforce any provision shall in no event be deemed a waiver of the right to do so hereafter. The Declarant shall have no duty to take any affirmative action to enforce any restrictive covenant nor shall it be subject to any liability for its failure to so act.

If any person entitled to do so may bring formal legal action to enforce any provisions of this declaration, the prevailing party to this action shall be entitled to recover from the other party reasonable attorney fees in addition to cost of the suit.

Home Owners Association: A home owners association shall be formed as soon as a sufficient number of residents are available to assume the duties of the association.

DATED ON THIS 8 DAY OF JANUARY, 2010

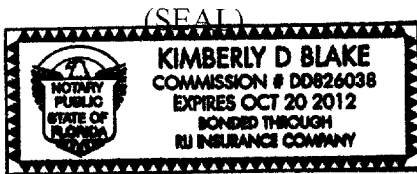
DONALD E. OLIVER TRUST

Donald E. Oliver
DONALD E. OLIVER, TRUSTEE

STATE OF MONTANA

COUNTY OF SANDERS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 8 DAY OF JANUARY, 2010 BY DONALD E. OLIVER, TRUSTEE OF THE DONALD E. OLIVER TRUST



NOTARY PUBLIC-STATE OF FLORIDA
RESIDING AT Hernando County
Theresa

NOTARY PUBLIC SIGNATURE
Kim Blake

PRINTED NAME OF NOTARY
MY COMMISSION EXPIRES 10.20.2012

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS OF WATERFRONT WEST SUBDIVISION

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282630 BOOK: 1 MISC PAGE: 6432 Pages: 0
STATE OF MONTANA SANDERS COUNTY
RECORDED: 01/21/2010 3:47 KOI: SUBD DOCS
JENNINE ROBBINS CLERK AND RECORDER
FEE: \$5.00 BY: Brenda Friel
TO: HAGEDORN, INC./RICKY HAGEDORN, PLS P.O. BOX 2480, 1616 MAIN