

199820108120

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF:
PARCEL F OF COS # 12711
PARCEL E OF COS # 12711
PARCELS B, C, and D OF COS #12711
ALL LOCATED IN SECTION 6, T. 27 N., R. 22 W.
FLATHEAD COUNTY, MONTANA



0498010
0001654
0000388

WITNESSETH:

THAT WHEREAS, Harlan R. Steele and Linda E. Steele are the contract buyers of Parcel F of COS# 12711, and Allen Miller is the Owner of Parcel E of COS# 12711, and Enos Miller and Allen Miller are the Owners of Parcels B, C, and D of COS# 12711, all Parcels are located in Section 6, T. 27 N., R. 22W., Flathead County, Montana.

WHEREAS, the Owners of the above mentioned Parcels of land are desirous to place covenants, conditions and restrictions upon said Parcels for the use and benefit of the property and for the future Owners thereof;

NOW THEREFORE, the Owners hereby declare that all of the property described above shall be held, 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. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title, or interest in the described properties or any part thereof; and shall insure to the benefit of each Owner thereof. It is the objective of the Owners to provide for low density rural living suitable for the keeping of horses and other pets, to provide for pleasant aspects of rural living, and yet maintain covenants which are desirable in a residential area.

ARTICLE I: DEFINITIONS

Section 1. "Parcel" shall mean and refer to any of the above mentioned Parcels or to any future Parcels, Tracts, Lots, or any other terms referring to the physical property which might be created within those above mentioned Parcels.

Section 2. "Owner" shall mean and refer to every person or entity who is a record owner of a Parcel or has an interest in any of the above mentioned Parcels. Record owners who have sold any Parcels under a recorded Contract shall not be considered the Owner for all purposes herein. Persons or entities having an interest in any Parcel merely as security for the performance of an obligation are hereby excluded.

ARTICLE II: VOTING

Each Owner shall be entitled to one (1) vote for each Parcel in which they hold an interest which is not merely as security interest for the performance of an obligation. When more than one person holds such interest in any Parcel, then the vote for such Parcel shall be exercised as such persons among themselves determine but in no event shall more than one (1) vote be cast with respect to any Parcel. If any of the said Parcels shall be subdivided, additional votes shall be created for each Parcel newly formed.

ARTICLE III: PROTECTIVE COVENANTS

Section 1. LAND USE AND BUILDING TYPE.

No Parcel shall be used except for residential purposes, and no business, trade, or manufacture shall be conducted thereon excepting home based businesses which do not create substantial noise or traffic. "Substantial noise" shall mean audible sound which disturbs more than one property owner. "Substantial

traffic" shall mean more than five cars on an average day. All structures shall be constructed of new materials. However, suitable used materials such as brick or beams may utilized provided that they are aesthetically pleasing. 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 out building, shall be moved upon any Parcel. Trailers, Mobile Homes, Manufactured Homes, and the like are not permitted to be placed on any Parcel except for two years during construction of a primary residence. After two years, the Trailer, Mobile Home, Manufactured Home or the like shall be removed. No structure of any kind shall be constructed within twenty-five (25) feet of the common boundary line with another Parcel.

Section 2. FENCES.

It is the responsibility of the Owner of the property on which animals are placed to fence in the animals. Fences shall be so constructed and maintained so that the livestock and/or pets will be prevented from trespassing upon the land of any other property owner.

Section 3. GARDEN AND FOOD CROPS.

The planting and growing of garden and food crops for home use shall be encouraged, and growing of food crops for sale shall be permitted except that erosion prevention techniques will be required. No commercial sales stores or stands will be permitted on the properties.

Section 4. NUISANCES.

No noxious or offensive activity shall be carried on or permitted upon any of the Parcels, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, nor shall the premises be used in any way or for any purpose which may endanger the health or safety of, or unreasonably disturb, the Owner of any other Parcel. Dogs, cats, or other household pets may be kept, provided they are not allowed to create a noise disturbance to other Owners. Outdoor barbecues are not considered nuisances.

Section 5. SIGNS.

No advertising signs, billboards, or unsightly objects shall be erected, placed, or permitted to remain on any Tract. However, an exception is permitted for one small "For Rent" or "For Sale" sign per Parcel.

Section 6. MOST COMMERCIAL USAGE PROHIBITED.

No store, office, business, manufacture, or commercial enterprise shall be permitted, except that the property may be used for occupations of a professional or artistic nature, or as mentioned in Section 1, which do not generate substantial vehicle traffic or noise or offensive smells. Rental cabins of any number shall be allowed.

Section 7. EXTERIOR MAINTENANCE.

Each Owner of a Tract shall maintain the lawn and grounds to preclude noxious weeds and other noxious growth, and shall not be permitted to allow unsightly objects or refuse piles to accumulate or remain on the grounds. Composting of organic materials for land and garden use shall be encouraged except that compost piles shall be situated as to not constitute an unsightly or offensive element.

Section 8. ANIMALS AND PETS.

Keeping of animals and pets shall be permitted except that no more than a total of two (2) horses or cattle, and a total of four (4) sheep, goats, pigs, or other medium sized livestock may be kept on any one Parcel which is less than five (5) acres. No more than a total of four (4) horses or cattle, and a total of eight (8) sheep, goats, pigs, or other medium sized livestock may be kept on any one Parcel which is larger than five (5) acres and smaller than ten (20) acres. There shall be no restrictions on parcels larger than twenty (20) acres. Other domestic animals may be kept as pets or for food, but in no case may animals be kept or raised for commercial use.

Section 9. UNAUTHORIZED BUILDING.

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If buildings do not comply with the covenants, then they will have to be modified or removed at the owners expense to comply with covenants.

Section 10. UNUSED AUTOS.

No automobiles, automobile bodies, or parts thereof may be left exposed to public view and in inoperative condition, except during the period the Owner is actively engaged in the overhaul or repair (not to exceed eight weeks).

Section 11. POWER, PHONE, & CABLE TV

No lines of any nature shall be allowed above ground. These shall include, but not be limited to, power, phone, and cable TV lines. Antennas for TV and communication shall be allowed as long as they do not consist of an array with wires attached to more than one pole. Power, phone and other lines to related outbuildings shall be placed under ground, except over the Northerly fifty (50) feet of Parcel A of Certificate of Survey #12174.

ARTICLE IV: ENFORCEMENT

Section 1. INTERESTED PARTIES

Any Owner shall have the option and right to enforce, by any proceeding at law, all restrictions, conditions, covenants, or reservations now or hereafter imposed by the provisions of this Declaration. The method of enforcement may include proceedings to enjoin the violation, or to recover damages, or both. Failure by any owner to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY.

Invalidation on any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

ARTICLE V: TERM

The provisions of this Declaration shall be binding for a term of twenty-five (25) years from the date of this Declaration, after which time the Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of two-thirds (2/3) of the Parcels covered by these covenants has been recorded, agreeing to change this Declaration in whole or in part.

ARTICLE VI: AMENDMENT

This Declaration may be amended by an instrument signed by the Owners of two-thirds (2/3) of the Parcels covered by these covenants, which has been recorded, agreeing to such an amendment.

IN WITNESS WHEREOF, the Owners have hereunto set their hands.

199820108120

Enos Miller

Enos Miller

Allen Miller

Allen Miller

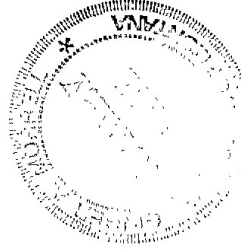
STATE OF MONTANA)
County of)

On this 20th day of July 1998 appeared ALLEN J. MILLER and ENOS MILLER, known to me to be the persons whose names are subscribed to the within instrument, and acknowledge to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate above written.

Greg A. Maxwell

Notary Public for the State of Montana



Residing at Helena, MT

My Commission expires 10-9-98

Harlan R. Steele

Harlan R. Steele

Linda E. Steele

Linda E. Steele

STATE OF WASHINGTON)
County of Pierce)

On this 29th day of June 1998 appeared and Harlan R. Steele and Linda E. Steele, known to me to be the persons whose names are subscribed to the within instrument, and acknowledge to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate above written.

Eileen R. Sommerville

Notary Public for the State of Washington



Residing at Puyallup, WA

My Commission expires 9-15-98

CERTIFICATE OF SURVEY

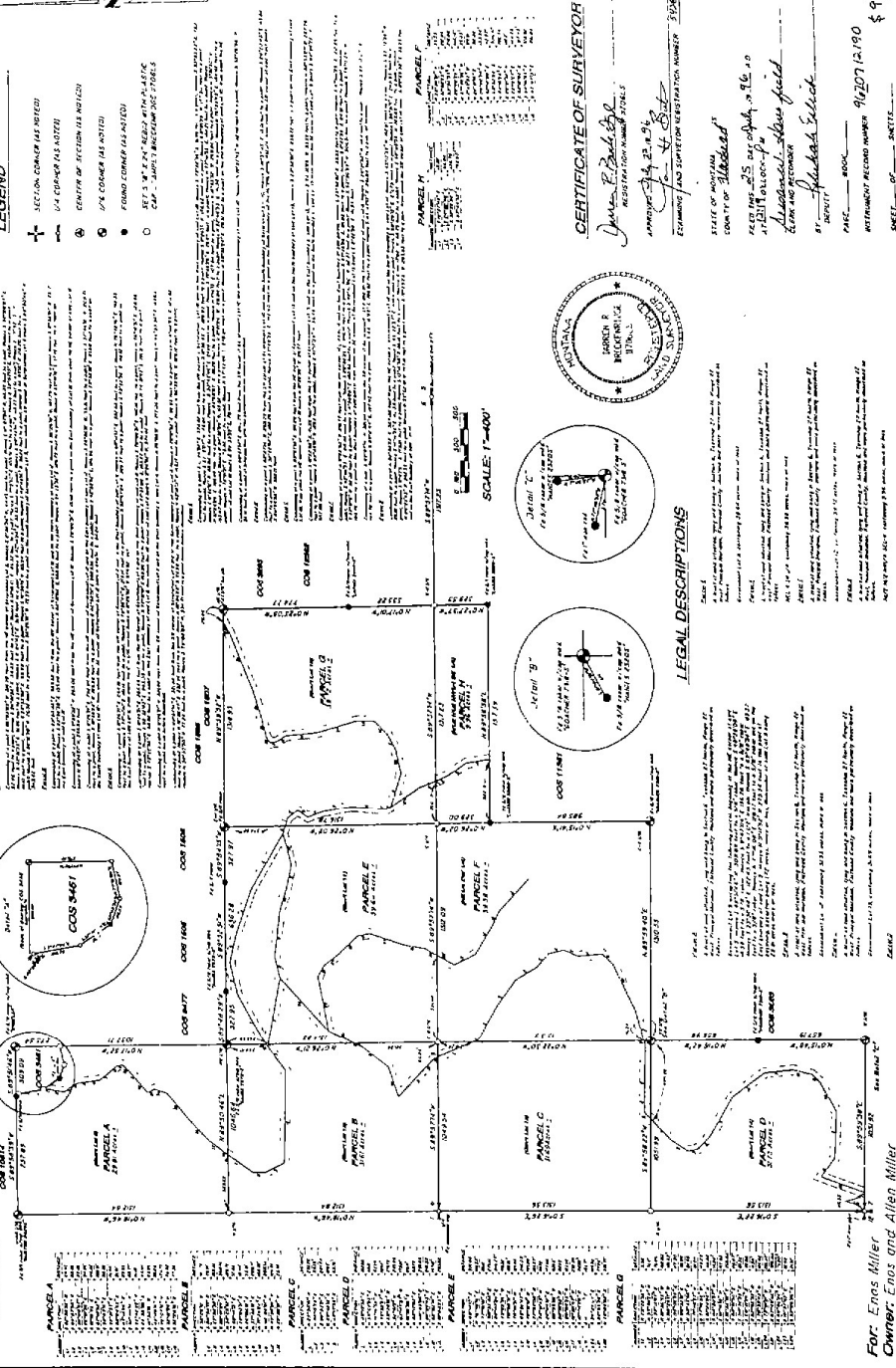
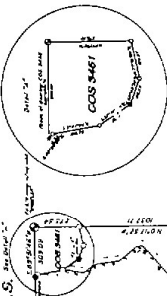
By: BRECKENRIDGE LAND SURVEYING
Land Surveying and Geomatics Consulting
P.O. Box 161
Rt. 1, Box 68229
Phoenix, AZ 85068-2711
Darrin R. Breckenridge, P.L.S., 241,000' S

SECTION 6, T 22 N, R 29 W
PRINCIPAL MERIDIAN, FLATHEAD COUNTY, MONTANA

PURPOSE: Retracement

LEGEND

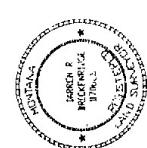
- SECTION CORNER (AS RECALC)
- 1/4 CORNER (AS RECALC)
- CORNER OF SECTION (AS NOTED)
- 1/4 CORNER (AS NOTED)
- FORMER CORNER (AS NOTED)
- SET 3" x 3" PIN RECALC BY DATE
- CONTRACTOR'S BOUNDARY MARKS



PARCEL A	PARCEL B	PARCEL C	PARCEL D	PARCEL E	PARCEL F	PARCEL G
Area: 1.234 ac	Area: 1.567 ac	Area: 1.890 ac	Area: 2.123 ac	Area: 2.456 ac	Area: 2.789 ac	Area: 3.012 ac
Perimeter: 1234.5 ft	Perimeter: 1567.8 ft	Perimeter: 1890.1 ft	Perimeter: 2123.4 ft	Perimeter: 2456.7 ft	Perimeter: 2789.0 ft	Perimeter: 3012.3 ft

CERTIFICATE OF SURVEYOR
 Darrin R. Breckenridge
 REGISTERED PROFESSIONAL SURVEYOR
 MONTANA
 EXPIRES: July 22, 2003
 EXAMINATION AND REGISTRATION NUMBER: 23985

STATE OF MONTANA
 COUNTY OF Flathead
 RECORDING DATE: July 20, 1998
 RECORDED BY: [Signature]
 INSTRUMENT RECORD NUMBER: 918207 (2,190)
 SHEET: 1 OF 1 SHEETS



LEGAL DESCRIPTIONS

Block 1
 Parcel A: [Detailed description of Parcel A boundaries and area]

Block 2
 Parcel B: [Detailed description of Parcel B boundaries and area]

Block 3
 Parcel C: [Detailed description of Parcel C boundaries and area]

Block 4
 Parcel D: [Detailed description of Parcel D boundaries and area]

Block 5
 Parcel E: [Detailed description of Parcel E boundaries and area]

Block 6
 Parcel F: [Detailed description of Parcel F boundaries and area]

Block 7
 Parcel G: [Detailed description of Parcel G boundaries and area]

For: Enos Miller
Owner: Enos and Allen Miller
Date: July, 1956
NOTE: ALL DISTANCES ARE IN FEET

STATE OF MONTANA, }
County of Flathead } SS

Recorded at the request of F. Barthel
this 20 day of July, 19 98 at 8:12 o'clock AM and recorded in
the records of Flathead County, State of Montana.

Fee \$ 30 - Pd. Susan St. Haverfield
(Flathead County Clerk and Recorder)
RECEPTION NO 199820108120
RETURN TO Franz Barthel
Box 34 Kals MT 59903-0034
(Deputy) Mara Grogoski
Trippet's Printing Clerk&R-Recs