1999242/3540

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COUNTRY LAKE HOMES SUBDIVISION
AMENDED AND RESTATED DECLARATION OF COVENANTS

This Declaration is made this 21st day of July, 1999, by the undersigned, hereinafter referred to as "Declarants".

WHEREAS, the Declarants are the owners of certain real property known as Country Lake Homes, Phase I and Phase II, according to the recorded plat thereof on file and of record in the office of the Clerk and Recorder of Flathead county, Montana; and

WHEREAS, the Declarants intend this document to be an Amendment and Restatement of each of the following documents: the Declaration of Conditions, Covenants and Restrictions dated August 7, 1980, and recorded August 7, 1980, as Recorder's Fee No. 10270, Flathead County Clerk and Recorder, and that Declaration of Conditions, Covenants and Restrictions dated October 29, 1985, and recorded October 29, 1985, as Document No. 8530215320, records of Flathead County Clerk and Recorder; and the Amendment to Declaration of Covenants dated May 5, 1994, and recorded June 6, 1994, as Document No. 9415713450, records of Flathead County Clerk and Recorder; and

WHEREAS, the Declarants are, by this Amended and Restated Declaration subjecting all of said real property to the conditions, covenants, restrictions and reservations hereinafter set forth, each and all of which is and are for the benefit of said real property, and for each owner of every parcel thereof, and each and all of which shall inure to the benefit of, run with and pass with said real property and each and every parcel thereof, and shall apply to and bind any owner thereof, his, her or its heirs, legal and personal representatives, successors, and assigns.

NOW THEREFORE, the Declarants, being owners of the real property described above, hereby declare that said real property, and each parcel thereof, is and shall be held, transferred, sold and conveyed subject to the conditions, covenants, restrictions and reservations hereinafter set forth, which are designed for the purpose of enhancing and protecting the value and beauty of said real property, and to provide a uniform plan for the development of the whole of said real property.

These conditions, covenants, restrictions and reservations in this Declaration are to run with the land and shall be binding upon all parties and all persons owning said real property, and each and every parcel thereof, or claiming under them. Each owner and his, her or its heirs, legal and personal representatives, successors, and assigns, shall conform to and observe the following conditions, covenants, restrictions and reservations as to the use of said real property, to-wit:

1. *Purpose, Use and Activities.*

a. No building shall be used except for one single family residence and no building shall be erected, altered, placed or permitted to remain except for residential purposes together with the usual outbuildings. No dwelling shall be constructed or placed on any lot, which is less than 1,000 square feet on the main floor including attached garage. Dwellings must be constructed on a permanent foundation, or otherwise permanently placed. No mobile homes, doublewide, trailers or shacks will be allowed, except that a mobile home may be used for a maximum of 12 months during the period owners are in the process of erecting a permanent structure.

b. No lot shall be further subdivided.

c. No temporary building, basement, or partly finished building or structure shall be erected or placed upon this property during construction. All outside construction shall be completed within one (1) year from the date construction begins. No building constructed hereunder shall exceed 30 feet in height measured from the original grade unless the Board of Directors or the Architectural Control Committee designated by it grants written permission that this height be exceeded. Such permission may be granted if the Board or Committee is satisfied that no unreasonable interference with the view from neighboring lots will result therefrom. No fence, wall, or landscaping shall be erected, located, planted or maintained upon a Platted Residential Lot-

(1) without the written approval of the Board of Directors or its Architectural Control Committee, and/or
(2) In a manner which would unreasonably obstruct the view from any other platted residential lot.

d. No vehicle in an extreme state of disrepair shall ever be parked or permitted to remain on any part of the Common Area or on any lot for more than 48 hours. A vehicle shall be deemed in an extreme state of disrepair when it is incapable of moving under its own power, or when, in the opinion of the Directors of the Association or the Architectural Control Committee its presence offends the reasonable sensibilities of the occupants of COUNTRY LAKE HOMES.

e. 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. All house numbers shall be visible from the road, whether at the driveway entrance or on the house.

f. No profession, business or manufacturing, trade or commercial activity may be conducted on the premises, if it results in substantially increased noise, traffic, or creates a nuisance. Prior to beginning such use the owner shall apply to the Board of Directors for permission, who shall have power to grant or deny such permission, or grant permission subject to conditions.

g. No building on any lot shall be located closer than twenty-five (25) feet to the front property line, twenty (20) feet from the rear of the property line, and fifteen (15) feet from the side property line.

h. For elimination of traffic hazards and to promote traffic safety, no structure, hedge, or shrub planting which significantly obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain within ten (10) feet of the intersection of the edge of any driveway and the Roadway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

i. The Board of Directors shall be the Architectural Control Committee, unless the Board appoints a Committee of not more than 5 members, who shall serve at the pleasure of the Board.

2. *Animals, Birds and Pets.*

a. Four (4) poultry, One (1) animal, horse or cow per acre, if proper management and arrangements can be made. Cats, dogs and small household pets not to exceed two (2) in number.
b. All pets are to be leashed or kenneled or otherwise confined to the premises. Substantial enclosures must be provided.

3. *Removal of Waste, Property Appearance and Upkeep.*

a. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

b. All structures upon the property shall be kept in good repair and appearance.

c. No part of this property shall be used or maintained as a dumping ground or storage ground for rubbish, trash, garbage, old automobiles or other wastes. Equipment for the disposal of such material shall be

kept in a clean sanitary condition. Lot owners will contract with private haulers and such waste shall be hauled to the County landfill.

d. There shall be no water wells on Platted Residential Lots. Owners of such lots desiring a water system must be connected to the central community water system owned and operated by Declarant. Owners of Platted Residential Lots requiring sewer or sanitary waste disposal service must use a state approved tank and drain field.

4. *Firearms*. No discharge of firearms is allowed on subdivision or park. Wildlife shall be protected on subdivision, on rights-of-way, on roads and on the park where "Closed to Hunting" signs will be posted. The "Architectural Control Committee" will have jurisdiction of park and park areas.

5. *Roadway Maintenance and Improvement; Water System; Drainage System; Miscellaneous Expenses.* All roads located within the subdivision are private roads ("Roadways"). Each lot shall be subject to and have the benefit of an easement over and across all such Roadways as shown on the plat of Country Lake Homes Phase I and Phase II. The Roadways providing access to the subdivision and within the subdivision, the Drainage System and the Water System, shall be operated, repaired and maintained (including snow removal), and the cost thereof shared, along with the other general operating expenses of the Association, by the purchasers or owners of the parcels in the subdivision in proportionate share as a common expense and shall be paid by assessments levied by the Homeowners Association. This proportionate share shall be computed by dividing the total number of parcels into the total costs. The Board of Directors shall determine the annual costs of operating, maintaining and repairing the Roadways, the Drainage System, and the Water System, and the Association's operating expenses, by January 1 of each year, and the owners of the parcels shall pay a quarterly charge for such expenses. In the event that an owner fails to pay the quarterly charge, a lien shall arise and be created in favor of the Homeowners' Association and against the owner's parcel for the full amount chargeable to the parcel and that amount shall be due and payable within thirty (30) days after the owner is billed for it. This lien may be foreclosed in the same manner as provided by law for the foreclosure of Construction Liens.

a. The obligation of each lot owner to pay such charge shall begin at such time as said lot owner has purchased a lot.
b. Snow removal shall be performed as necessary on an annual basis by a contract agreement with a party or entity that provides such service.
c. Major additions to and/or extensions of the Roadways and Drainage System, other than normal maintenance and repairs on

the Water System, Roadways, Drainage System and Ditches shall require consent of sixty percent (60%) of the owners of the parcels.

6. *Homeowners Association.* Every person who is a record owner or a purchaser under recorded contract of any lot in Country Lake Homes Phase I or Phase II shall be a member of Country Lake Homes Homeowners Association, a Montana non-profit corporation. For purposes of the Association and membership in the Association there shall be no distinction between Phase I and Phase II. Membership shall be appurtenant to the lot. Members shall be entitled to one (1) vote for each lot; when more than one person holds an interest in any lot, the vote of such lot shall be exercised as such persons among themselves determine, but in no event shall more than one vote be cast with respect to one lot

7. *Remedies for Violations and Enforcement.* For a violation or a breach of any of these conditions, covenants, restrictions and reservations by any person, or by virtue of any judicial proceedings, the Homeowners' Association and the parcel owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, including, but not limited to, injunctive relief. In the event any court action is brought to enforce or interpret any of these conditions, covenants, restrictions and reservations, the prevailing party in such action shall be awarded its reasonable attorney's fees and court costs. The failure promptly to enforce any of the conditions, covenants, restrictions and reservations shall not bar their enforcement.

   a. The invalidation of any one or more of the conditions, covenants, restrictions and reservations by any court of competent jurisdiction in no way shall affect any of the other conditions, covenants, restrictions and reservations, but they shall remain in full force and effect.

   b. Should the owner fail, neglect, or refuse to satisfy and discharge any bill or any lien arising under any provision of these conditions, covenants, restrictions and reservations, within the time period given for payment, the Homeowners' Association shall have the right to interest on the sums due and owing, effective the date the sum was initially due to be paid, at the rate of ten percent (10%) per annum, shall be entitled to foreclose such lien, and shall be entitled to receive a reasonable attorney's fee and all costs of collection, and all costs of any suit filed to enforce the lien or to collect the amount owing.

8. *General Provisions.* 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 October 29, 1985, after which time such covenants

shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

9. *Amendment.* The covenants or amendments thereto may be amended by an instrument signed by the owners of sixty percent (60%) of all of the lots at the time of the amendment.

IN WITNESS WHEREOF, the Declarants have hereunto signed the foregoing document the day and year first above written.

DECLARANTS:

William Bennett

Remington Kohrt

Timothy Boyd

Ronald R. Boyd

State of Montana
County of Flathead

On this 29 day of July, 1999, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared William Bennett who is personally known to me, or who produced a MT Drivers License as identification, and after being first duly sworn, acknowledged that he/she signed the foregoing instrument of his/her own free will and deed for the purposes set forth therein.

Ronald R. Boyd
Notary Public MT
My Commission Expires
10/11/99
(SEAL)

NOTARY PUBLIC STATE OF MONTANA RONALD R. BOYD

State of Montana
County of Flathead

On this 29 day of July, 1999, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Remington Kohrt who

is personally known to me, or who produced a MT Drivers License as identification, and after being first duly sworn, acknowledged that he/she signed the foregoing instrument of his/her own free will and deed for the purposes set forth therein.

Ronald R. Boyd
Notary Public MT
My Commission Expires: 10/11/99
(SEAL)

State of Montana
County of Flathead

On this 29 day of July, 1999, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Tim Jones who is personally known to me, or who produced a MT Drivers License as identification, and after being first duly sworn, acknowledged that he/she signed the foregoing instrument of his/her own free will and deed for the purposes set forth therein.

Ronald R. Boyd
Notary Public MT
My Commission Expires: 10/11/99
(SEAL)

State of Montana
County of Flathead

1999242 13540

State of Montana
County of Flathead

On this 29 day of July, 1999, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Pat Gould who is personally known to me, or who produced a MT Drivers License as identification, and after being first duly sworn, acknowledged that he/she signed the foregoing instrument of his/her own free will and deed for the purposes set forth therein.

Ronald R. Boyd
Notary Public MT
My Commission Expires: 10/11/99

(SEAL)

State of Montana
County of Flathead

On this 29 day of July, 1999, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Ron Boyd who is personally known to me, or who produced a MT drivers license as identification, and after being first duly sworn, acknowledged that he/she signed the foregoing instrument of his/her own free will and deed for the purposes set forth therein.

Russell Pat
Notary Public MT
My Commission Expires: 11

(SEAL)

STATE OF MONTANA, }
County of Flathead } ss

Recorded at the request of Remington Kohrt
this 30 day of Aug, 19 99 at 1:54 o'clock P M and recorded in the records of Flathead County, State of Montana.

Fee $ 48.— Pd.

Susan W. Hayerfield
(Flathead County Clerk and Recorder)

RECEPTION NO 199924213540

RETURN TO Remington Kohrt
240 Mallard Loop Wfsh MT 59937

Kay L. Price
(Deputy)