

Declaration of Conditions, Covenants, and Restrictions

This declaration is made this _____ day of December 2025, by the owner of the real property described in Exhibit A, located in the City of Kalispell, County of Flathead, hereinafter referred to as Seller;

Whereas, the Seller is the current owner of the real property described in Exhibit A, and incorporated herein;

Whereas, the Seller understands and agrees that said property is not currently subject to any covenants but desires to attach New Covenants for the benefit of the property and surrounding area, and shall bind the Seller to compliance with the New Covenants and will inure to the benefit of successors in interest, or any owner thereof;

Whereas, the Seller acknowledges and accepts the current condition of said real property, and further acknowledges that future conditions will be subject to the New Covenants noted herein after;

Now Therefore, the Seller being the owner of the real property described in Exhibit A, does hereby declare that the said real property is, and shall be held, transferred, sold and conveyed subject to the conditions, covenants and restrictions herein after set forth;

All persons or corporations who now or shall hereafter acquire an interest in and to the property described in Exhibit A shall be held to agree and with their heirs, successors and assigns, to conform to and observe the following conditions, covenants, and restrictions as to use thereof, and as to the construction of dwellings and improvements thereon.

The following protective covenants are designed to provide a uniform plan for the development of the property and to preserve, insofar as practical, the natural beauty of said property, to retain its ecological value, and to encourage the development of said property for country residential living.

1. Land Use: No use shall be permitted on the property which is not allowed under applicable public codes, ordinances or other laws either already adopted by the local government or other controlling authority. All of the parcels of land within the property described in Exhibit A herein are designed and intended and shall be used primarily as country residences. No piece, parcel, tract, or any part of the herein described property shall be used at any time for any business, trade or manufacture, or for other commercial purpose, provided however that the owners of tracts within such property may maintain small agricultural-related businesses, consistent with typical farming operations (specifically excluding dog breeding, feed lot business, or drug related operations). The normal agricultural use of land shall be permitted and shall not be in violation of these covenants. Agricultural products and crops may be grown, and farm animals such as livestock and fowl may be kept and raised for profit or private consumption. Any operation which would concentrate a large number of animals in a small area will comply with rules and regulations of the Montana State Department of Health. No parcel shall be used for the production of alternative energy sources (wind turbines, solar panel fields and the like) for use in excess of the support for the buildings upon the same property.

2. **Building Types and Uses:** All housing must be on a permanent foundation, and otherwise constructed such that it would qualify for Federal Housing Authority financing. A mobile home, or other manufactured housing may also be placed and occupied on the premises only during the period of construction of the permanent home which construction period shall not exceed twelve (12) months. All buildings constructed upon the property shall be constructed in keeping with the location, terrain and environment of the property and so as not to be unsightly. No buildings shall be erected, altered, placed or permitted on any tract, parcel or piece of the property herein described in Exhibit A, except as defined as a single-family dwelling unit in #4.
 - a. Any dwelling erected or placed upon any of said property shall be used only as a private single-family residence, and no dwelling, building or structure may be applied to, used, or occupied, as an apartment or multi-family structure.
 - b. Trailer courts are expressly prohibited. No house trailer, mobile home, or any other prefabricated structure designed to be hauled or moved on wheels, shall be used for residential purposes. "Factory-built" or "pre-built" homes designed to be installed or erected upon a permanent foundation, shall be permitted and shall not be classed as a house trailer or mobile home. The parking or storage of a single RV (Recreational Vehicle) that is owned by the property owner is permitted.
 - c. No old, previously used, buildings, whether intended for use in whole or part as the main residential structure or for use as a garage or other outbuilding, shall be moved, or permitted upon, any of the property herein described, except that used brick and barn wood and other used materials which conform to community standards shall be permitted. And providing further, that substantially sound buildings on permanent foundations in good repair which harmonize with the general surroundings will be permitted.
 - d. The property may not be made available as a short term rental for more than four months out of a calendar year.
3. **Density of Dwelling Units:** Only one (1) residential single-family dwelling, and related outbuildings, such as a garage, barn and shelters, and one (1) guest single-family dwelling (herein referred to as a "single-family dwelling unit") shall be permitted for each nineteen (19) acres of land in a parcel or tract.
 - a. It is the intention of Seller to limit and restrict the density of dwellings upon the described property to not more than one (1) "single-family dwelling unit" for every twenty (19) acres of land.
4. **Setback Lines:** No building or structure shall be erected, placed or located upon any parcel or tract of land within the herein described property, closer than seventy five (75) feet to any front, side, rear or any boundary line. This setback requirements of 75 feet from any boundary line shall also apply to any new tracts or parcels created by the subdivision of an original parcel.
5. **Signs:** No other signs, advertising billboards or advertising structures shall be erected, used or maintained on this property, except for the purpose of advertising for sale or rent of the property upon which it is placed or in prevention of trespass.
6. **Nuisances:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

7. Waste: No part of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage, unused automobiles, or other wastes. All garbage cans shall be tightly covered. Each parcel owner shall provide for the regular removal of household garbage.
8. Unused Autos: No automobiles, automobile bodies or parts thereof may be left exposed to public view in an inoperative conditions, 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.
9. Each dwelling shall be fully completed externally, including siding and/or masonry, paint and roof, ground rough graded, and building debris removed within one (1) year from the time construction starts on such building.
10. Domestic pets and production farm animal shall be allowed to be raised on the premises, unless otherwise specifically prohibited by these covenants. All such animals must be confined to the owner's property by adequate enclosure. Barb wire fencing shall not be allowed on any of the property for any purpose, except where it already exists on the property at the time of execution of these covenants. All animals and pets maintained on any parcel under the foregoing provisions must further not create or cause a violation of any of the covenants contained herein, such as an annoyance or nuisance or disturbance to the neighborhood or the residents of any of the other lots.
11. All water and sewer systems must meet the approval of the Montana State Department of Health and the Flathead County Sanitarian.
12. All costs for extension of existing utilities to any lot will be borne by the individual lot owner, and all such utilities shall be underground.
13. No Warranty of Enforceability. While the Seller has no reason to believe that any of the restrictive covenants or other terms or provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, the Seller makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants. Any owner acquiring property in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity or enforceability thereof and, by acquiring the property, agrees to hold the Seller and the individual property owners, heirs and assigns harmless therefrom. The Seller shall not be responsible for the acts or omissions of any individual, entity or other owners.

Road Users' Association: It is such that certain roads are/will be constructed for the development of the premises. The construction and maintenance of the roads so constructed (including snow removal and sanding) shall be the responsibility of the landowners in accordance with their benefit and use thereof. The owners of said parcels hereby establish an Association for road improvement and maintenance purposes. Membership in said Association shall be required for each then existing landowner (and membership shall be required for each lot created in the future) using the road for ingress/egress of their individual lot. Voting in the Association shall be according to lot ownership; one vote being allocated for each lot owned. The members, by majority vote, shall determine assessments for the purpose of purchasing equipment or securing contracts required for maintenance and improvements, and for other maintenance costs incurred on said roads. Any assessments approved by a majority of the members of the Association shall be binding upon all members and any assessments levied by the Association not paid when due shall become a continuing lien on the property, which shall be binding upon the owners of the parcels, their heirs, personal representatives, successors and assigns.

Term and Enforcement:

Term: The conditions, covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Seller, or the owner of any land subject to this Declaration, their legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of this Declaration, as recorded, after which time said conditions, covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the surrounding and immediately adjacent land owners and approved by the Flathead County Commissioners (or successor governing body), shall be recorded, agreeing to change said covenants in whole or in part.

Enforcement: The Seller, or any person hereafter receiving or owning any right, title or interest in any piece or part of the herein described real property, shall have the right to prevent or stop violation of any of the said restrictions if not by negotiation, then 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 adjudicate successfully may recover any damages resulting from such violation and reasonable attorney's fees.

General Provisions:

If any provision of these conditions, covenants and restrictions shall be held or made invalid by a court decision, statute or rule, or shall otherwise be rendered invalid, the remainder of these conditions, covenants and restrictions remain in full force and effect.

Executed and approved this _____, 2025, by and among the Seller and its members individually as authorized under the Prior Covenants and signatures included in Exhibit B and incorporated herein.

Exhibit A

A tract of land located in Flathead County, Montana and more particularly described as follows:

Section 6, Township 29 North, Range 21 West (Tract 3):

- The Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) Tract 3