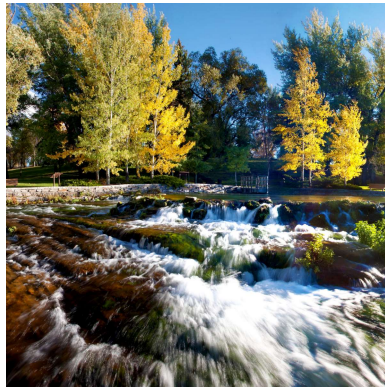




# WELCOME HOME

THE JOURNEY BEGINS HERE



713 26th Ave NE  
Great Falls, MT 59404

**Pam Bailey**

transactiontrac@outlook.com



# YOUR JOURNEY

## BEGINS HERE...

This property profile contains valuable, detailed information to support you on your journey to homeownership. We understand that purchasing a home is a significant milestone, and our goal is to equip you with the clear, comprehensive insights you need to make an informed and confident decision.

Current Vesting Deed

Deeds of Trust & Mortgages

GEOS

Taxes

Plat

Covenants, Conditions, & Restrictions

110 2ND STEET S | GREAT FALLS, MT 59401 | 406.761.8796

**GREATFALLSMT@FSTE.COM**

**FSTE.COM**

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In order to comply with the Commissioner of Securities & Insurance, this elevated property profile has been paid for in full. This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability beyond the amount paid for this report is assumed hereunder, and the company is not responsible beyond the amount paid for any errors and omissions contained herein.

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report. 04/07/2026 Prepared by: Mackenzie Thurston



This map is provided solely for the purpose of assisting in locating the Land, and the Company assumes no liability for variations, if any, with actual survey.

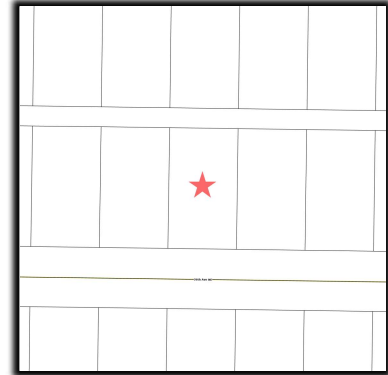
# Property Details

## Subject Property

713 26th Ave NE, Great Falls MT 59404

APN:  
02313836311140000

County Name: Cascade  
APN / Parcel Number: 02313836311140000  
Current Ownership: Christian Cosner  
  
Site Address: 713 26th Ave NE, Great Falls MT 59404  
Mail Address: 713 26th Ave NE, Great Falls MT 59404  
\*Owner Occupied



Tract / Subdivision: / North Riverview Terrace 4th Part 3  
Census Tract / Block: 001900 / 2024  
Lot / Block: 027 / 008  
Twn / Rng / Sec / Qtr: 21N / 03E / 36  
Brief Legal Description: N RIVERVIEW TERR ADD NO 4 PT 3, S36, T21 N, R03 E, BLOCK 008, Lot 027

## Sale Information

Sale Recording Date: 03/14/2025  
Sale Price:  
Cost/SqFt:  
Purchase Loan: \$301,342  
  
Title Company:  
Document #: R0466738  
Vesting:  
Buyer Name(s):

## Property Characteristics

Property Type: Single Family Residential  
Land Use: Improved Property  
Building Type: Ranch  
Total SqFt: 1,664  
Beds: 4  
Baths: 1  
Rooms: 5  
Stories: 1  
Garage: 19 - Garage, Frame, Finished  
School District: Great Falls High  
Watershed: City of Great Falls-Missouri River  
  
Zoning: Great Falls-R-2 - Single Family Medium Density  
Lot Size: 8,146 SqFt / 0.19 AC  
Basement: 816 SqFt / 180 unfin  
Pool:  
Ext / Roof: Masonite / Asphalt Shingle  
Condition: Good (8)  
Foundation: 2 - Concrete  
  
Year Built: 1963  
Units: 1  
Buildings:  
Heat/AC:  
Fireplace:  
View:

## Assessment & Tax Info

Total Assessed Value: \$294,000  
Land Value: \$74,568  
Improvement Value: \$219,432  
Improvement %:  
  
Market Value:  
Market Land Value:  
Market Improvement:  
Tax Amount: \$2,538.16  
  
Tax Year: 2024  
Tax Exemption:  
Tax Rate Area: 1098



**FLYING S**  
TITLE & ESCROW

This map is provided solely for the purpose of assisting in locating the Land, and the Company assumes no liability for variations, if any, with actual survey.

# Aerial Map

**Subject Property**

713 26th Ave NE, Great Falls MT 59404

APN:

02313836311140000



**This Document Prepared By:**  
Chicago Title Company, LLC  
300 River Drive North, Suite 2  
Great Falls, MT 59401

**After Recording Return To:**  
Christian Cosner  
713 26th Avenue NE  
Great Falls, MT 59404

**Order No.:** 3522250173-LJ

**FILED AT THE REQUEST  
OF CHICAGO TITLE**

---

### WARRANTY DEED

For Value Received Scott R. Bost, the grantor(s), do(es) hereby grant, bargain, sell and convey unto Christian Cosner, of 713 26th Avenue NE, Great Falls, MT 59404-1625, the grantee(s), the following described premises, in Cascade County, Montana, to wit:

Lot 27, Block 8, NORTH RIVERVIEW TERRACE, SECTION 4, PART 3, an addition to the City of Great Falls, Cascade County, Montana, according to the official map or plat thereof on file and of record in the office of the Clerk and Recorder of said County.

DEED REFERENCE: R0407510

TO HAVE AND TO HOLD unto the Grantee and to the heirs and assigns forever, subject, however, to:

- A. All reservations and exceptions of record and in patents from the United States or the State of Montana;
- B. All existing easements and rights of way of record, building, use zoning, sanitary and environmental restrictions;
- C. Taxes and assessments for the year 2025 and subsequent years;
- D. All prior conveyances, leases or transfers of any interest in minerals, including oil, gas and other hydrocarbons;

Except with reference to items referred to in paragraphs above, this Deed is given with the usual covenants expressed in §30-11-110, Montana Code Annotated.

This conveyance is made and accepted upon the express agreement that the consideration heretofore paid constitutes an adequate and full consideration in money or money's worth.

**WARRANTY DEED**

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

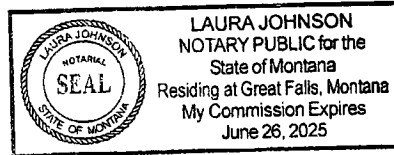
Scott R. Bost  
Scott R. Bost

State of Montana

County of Cascade

This instrument was acknowledged before me on March 14<sup>th</sup>, 2025 by Scott R. Bost.

[Signature]  
Signature  
Print Name: Laura Johnson  
Notary Public for the State of Montana  
Residing at Great Falls  
My Commission Expires: 10-26-2025



(SEAL)

When recorded, return to:  
Stockman Bank of Montana  
2700 King Ave West  
Billings, MT 59102

FILED AT THE REQUEST  
OF CHICAGO TITLE

256173

LOAN #: 5470003570

[Space Above This Line For Recording Data]

CASE #: 39-39-6-1482170

**DEED OF TRUST**  
**Trust Indenture Under the Small Tract Financing Act of Montana**

MIN: 1005377-0000047605-6  
MERS PHONE #: 1-888-679-6377

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated **March 14, 2025**, together with all Riders to this document.
- (B) "Borrower" is **CHRISTIAN COSNER, UNMARRIED MAN.**

Borrower is the trustor under this Security Instrument.  
(C) "Lender" is **Stockman Bank of Montana.**

Lender is a **Corporation**, organized and existing under the laws of **Montana**.  
Lender's address is **700 Main Street, Miles City, MT 59301.**

(D) "Trustee" is **Chicago Title Insurance Company.**

(E) "MERS" is the Mortgage Electronic Registration Systems, Inc. Lender has appointed MERS as the nominee for Lender for this Loan, and attached a MERS Rider to this Security Instrument, to be executed by Borrower, which further describes the relationship between Lender and MERS, and which is incorporated into and amends and supplements this Security Instrument.

(F) "Note" means the promissory note signed by Borrower and dated **March 14, 2025**. The Note states that Borrower owes Lender **THREE HUNDRED ONE THOUSAND THREE HUNDRED FORTY TWO AND NO/100** Dollars (U.S. **\$301,342.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **April 1, 2055**. This Security Instrument secures 150% of the amount of the Note.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."



LOAN #: 5470003570

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Mortgage Electronic Registration Systems, Inc. Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- V.A. Rider

MBOH Rider to Trust Indenture

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County

of Cascade

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]:

Lot 27, Block 8, NORTH RIVERVIEW TERRACE, SECTION 4, PART 3, an addition to the City of Great Falls, Cascade County, Montana, according to the official map or plat thereof on file and of record in the office of the Clerk and Recorder of said County.

APN #: 0001415400

which currently has the address of 713 26th Ave NE, Great Falls,

[Street] [City]

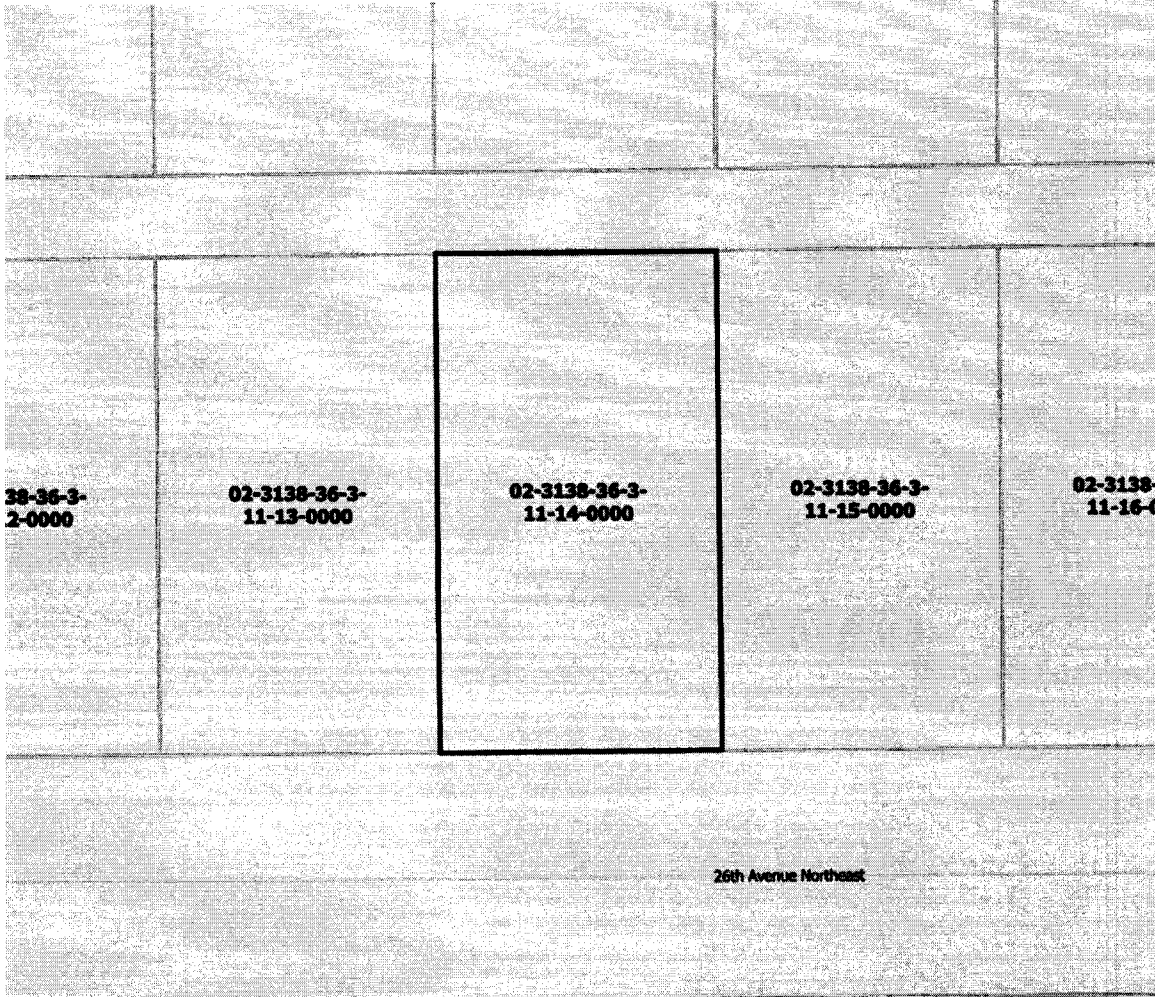
Montana 59404-1625 ("Property Address"):

[Zip Code]



Tax Year: 2026

Scale: 1:591.95 Basemap: Cadastral Application Base Map



## Summary



# Cadastral Property Report

Tax Year: 2026

## Primary Information

Property Category: RP	Subcategory: Residential Property
Geocode: 02-3138-36-3-11-14-0000	Assessment Code: 0001415400
<b>Primary Owner:</b> COSNER CHRISTIAN 713 26TH AVE NE GREAT FALLS, MT 59404-1625 Note: See Owners section for all owners	<b>Property Address:</b> 713 26TH AVE NE GREAT FALLS, MT 59404
Certificate of Survey: n/a	Legal Description: N RIVERVIEW TERR ADD NO 4 PT 3, S36, T21 N, R03 E, BLOCK 008, Lot 027
Last Modified: 3/21/2026 18:17:44 PM	

## General Property Information

Neighborhood: 202.005	Property Type: Improved Property
Living Units: 1	Levy District: 02-1098-1C1
Zoning: n/a	Ownership: 100
LinkedProperty: No linked properties exist for this property	
Exemptions: No exemptions exist for this property	
Condo Ownership: General: n/a	Limited: n/a

## Property Factors

Topography: n/a	Fronting: n/a
Utilities: n/a	Parking Type: n/a
Access: n/a	Parking Quantity: n/a
Location: n/a	Parking Proximity: n/a

## Land Summary

Land Type:	Acres:	Value:
Grazing	n/a	n/a
Fallow	n/a	n/a
Irrigated	n/a	n/a
Continuous Crop	n/a	n/a
Wild Hay	n/a	n/a
Farmsite	n/a	n/a
ROW	n/a	n/a
NonQual Land	n/a	n/a
Total Ag Land	n/a	n/a
Total Forest Land	n/a	n/a
Total Market Land	0.187	n/a

## Deed Information

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
3/14/2025	n/a	n/a	3/14/2025	R0466738	Warranty Deed
12/18/2006	0001	39940	N/A	n/a	n/a
8/31/1998	0310	01413	N/A	n/a	n/a
3/5/1996	0279	01263	N/A	n/a	n/a
3/5/1996	0279	01264	N/A	n/a	n/a
N/A	n/a	n/a	4/8/2009	R0191016	Warranty Deed
N/A	n/a	n/a	4/1/2021	R0407510	Warranty Deed

Tax Year: 2026

## Owners

### Party #1

Default Information:	COSNER CHRISTIAN 713 26TH AVE NE GREAT FALLS, MT 59404-1625
Ownership %:	100
Primary Owner:	Yes
Interest Type:	Fee Simple
Last Modified:	3/25/2025 16:10:48 PM

## Appraisals

### Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2025	74568	219432	294000	MKT
2024	57160	184140	241300	MKT
2023	57160	184140	241300	MKT

## Market Land

### Market Land Item #1

Method: Sqft	Type: Primary Site
Width: n/a	Depth: n/a
Square Feet: 8160	Acres: n/a
Class Code: 2201	Value: n/a

## Dwellings

### Dwelling #1

#### Dwelling Information

Dwelling Type	Style	Year Built
SFR	03 - Ranch	1963
Residential Type: SFR	Style: 03 - Ranch	



# Cadastral Property Report

Tax Year: 2026

Year Built: 1963  
Effective Year: 2000  
Story Height: 1.0  
Grade: 5  
Class Code: 3501  
Year Remodeled: n/a

Roof Material: 10 - Asphalt Shingle  
Roof Type: 2 - Hip  
Attic Type: 0 - None  
Exterior Walls: 1 - Frame  
Exterior Wall Finish: 3 - Masonite  
Degree Remodeled: n/a

## Mobile Home Details

Manufacturer: n/a  
Width: n/a  
Model: n/a

Serial #: n/a  
Length: n/a

## Basement Information

Foundation: 2 - Concrete  
Daylight: N  
Quality: 3 - Typical

Finished Area: 636  
Basement Type: 3 - Full

## Heating/Cooling Information

Type: Central

System Type: 5 - Forced Air

Fuel Type: 3 - Gas

Heated Area: n/a

## Living Accomodations

Bedrooms: 4

Family Rooms: n/a

Full Baths: 1

Half Baths: n/a

Addl Fixtures: 4

## Additional Information

Fire Places  
Stories: n/a  
Openings: n/a

Stacks: n/a  
Prefab/Stove: n/a

Garage Capacity: n/a

Cost & Design: n/a

Flat Add: n/a

% Complete: n/a

Description: n/a

## Dwelling Ammenities

View: n/a

Access: n/a

## Area Used in Cost

Basement: 816

Addl Floors: n/a

First Floor: 848

Second Floor: n/a

Half Story: n/a

Unfinished Area: n/a

Attic: n/a

SFLA: 848

## Depreciation Information

CDU: n/a

Physical Condition: Good (8)

Desirability  
Property: Good (8)

Location: Good (8)

## Depreciation Calculation

# Cadastral Property Report

Tax Year: 2026

Age: 24		Pct Good: 0.8				
RCNLD: n/a						
Additions / Other Features						
Lower Addtns	First	Second	Third	Area	Year	Cost
n/a	19 - Garage, Frame, Finished	n/a	n/a	576	n/a	n/a
No additional features exist for this property						

## Other Buildings

<b>Outbuilding/Yard Improvement #1</b>	
Type: Residential	Description: RPA2 - Concrete
Quantity: 1	Year Built: 1974
Grade: A	Condition: Res Average
Functional: n/a	Class Code: 3501
<b>Dimensions</b>	
Width/Diameter: 24	Length: 40
Size/Area: 960	Height: n/a
Bushels: n/a	Circumference: n/a

## Commercial

No commercial buildings exist for this parcel

## Ag/Forest Land

No ag/forest land exists for this parcel

## Conservation Easements

No conservation easements exist for this parcel



# Cadastral Property Report

Tax Year: 2026

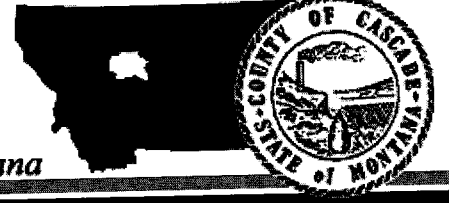
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# CASCADE COUNTY

Your Local Government in Great Falls, Montana



Shopping Cart: 0 items [\$0.00]

[New Search](#)

[History](#)

[Payoff](#)

[PayTaxes](#)

[Help](#)

**Parcel Number:** 0001415400

**Status:** Current

**Receipt:** 63365

**2026 Owner(s):**  
COSNER CHRISTIAN

**Mailing Address:**

713 26TH AVE NE  
GREAT FALLS, MT 594041625

**Levy District:**

1C-1, Levy District 1C-1

**2025 Value:**

**Market Value** \$294,000  
**Taxable:** \$2,235

[Detail](#)

**2025 Taxes:**

**First Half:** \$1,021.15 **Due:** 11/30/2025  
**Second Half:** \$1,021.14 **Due:** 6/1/2026  
**Total:** \$2,042.29

[View Pie Charts](#)

[Detail](#)

**2025 Payments:**

**First Half:** \$1,021.15  
**Second Half:** \$0.00  
**Total:** \$1,021.15

(May include penalty & interest)

**2025 Legal Records:**

**Geo Code:** 02-3138-36-3-11-14-0000 **Instru#:** R0466738 **Date:** 2025-03-14

**Property address:** 713 26TH AVE NE, GREAT FALLS MT 59404

**Subdivision:** (N43) NORTH RIVERVIEW TERRACE 4TH PART 3 **Lot:** 027 **Block:** 008

**TRS:** T21 N, R03 E, Sec. 36

**Legal:** N RIVERVIEW TERR ADD NO 4 PT 3, S36,

T21 N, R03 E, BLOCK 008, Lot 027

**Acres:** 0.19

**Note:** The accuracy of this data is not guaranteed.

Web data was last updated 04/07/2026 10:30 AM.

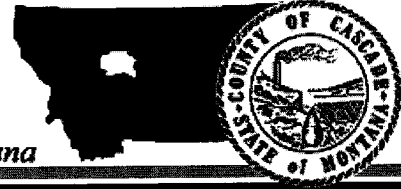
**Send Payments To:**

Cascade County  
Treasurer's Office  
121 4th St North,  
Suite 1A,  
Great Falls, MT 59401



# CASCADE COUNTY

Your Local Government in Great Falls, Montana



Shopping Cart: 0 items [\$0.00]

[New Search](#)

[Detail](#)

[View Pie Charts](#)

[Help](#)

**Tax Year:** 2025    **Parcel Number:** 0001415400

**Status:** Current

**Type:** RE

**Owner:** COSNER CHRISTIAN

### 2025 Tax Breakdown:

Stat#	Kind	Description	1st Half	2nd Half
63365	CITY	TRANSIT DISTRICT	\$28.33	\$28.33
63365	CITY	CITY-GT FALLS	\$236.34	\$236.34
63365	CITY	PARK DIST 1	\$18.38	\$18.38
63365	CITY	PER MED GF	\$41.63	\$41.63
63365	COUNTY	JUDICIAL	\$5.03	\$5.03
63365	COUNTY	MOSQ CONTROL	\$1.51	\$1.51
63365	COUNTY	MUSEUMS	\$1.89	\$1.89
63365	COUNTY	PER MED COUNTY	\$16.53	\$16.53
63365	COUNTY	PUBLIC SAFETY	\$52.61	\$52.61
63365	COUNTY	COUNTY PUBLIC SAFETY LEVY	\$18.29	\$18.29
63365	COUNTY	WEED CONTROL	\$2.38	\$2.38
63365	COUNTY	SEARCH AND RESCUE	\$0.39	\$0.39
63365	COUNTY	SENIOR CITIZEN	\$3.11	\$3.11
63365	COUNTY	SPEC TRANSPORT	\$1.12	\$1.12
63365	COUNTY	BRIDGE FUND	\$17.67	\$17.67
63365	COUNTY	COMP INS	\$3.21	\$3.21
63365	COUNTY	EMERG MED SRVCE	\$0.56	\$0.56
63365	COUNTY	EXTENSION SRVCE	\$1.19	\$1.19
63365	COUNTY	GENERAL FAIR	\$9.15	\$9.15
63365	COUNTY	GENERAL FUND	\$52.89	\$52.89
63365	LIGHTING	LIGHTING	\$41.73	\$41.73
63365	OTHER	CONSERVATION	\$2.09	\$2.09
63365	SCHOOL	DISTRICT SCHOOL	\$231.01	\$231.00
63365	SCHOOL	GF HIGH SCHOOL BUS DEPREC	\$0.04	\$0.04
63365	SCHOOL	GF HIGH SCHOOL TUITION	\$5.39	\$5.39
63365	STATE	HIGH SCHOOL	\$24.58	\$24.58
63365	STATE	HIGH SCH RETIRE	\$13.57	\$13.57
63365	STATE	UNIVERSITY	\$6.70	\$6.70
63365	STATE	VO-TECH CENTER	\$1.68	\$1.68
63365	STATE	PERMISSIVE SHERIFF RETIREMENT LEVY	\$1.56	\$1.56
63365	STATE	ST EQUALIZATION	\$44.70	\$44.70

63365	STATE	SCH TRANSPORT	\$2.55	\$2.55
63365	STATE	ELEM RETIREMENT	\$17.29	\$17.29
63365	STATE	ELEM EQUAL	\$36.88	\$36.88
63365	STREET	STREET	\$79.17	\$79.17

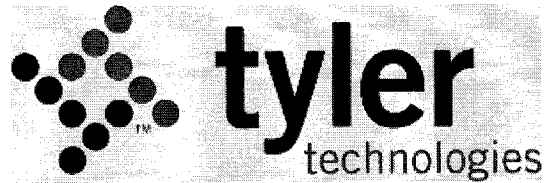
1st Half Total: \$1,021.15  
2nd Half Total: \$1,021.14  
**Total Tax: \$2,042.29**

**Note:** The accuracy of this data is not guaranteed.

Web data was last updated 04/07/2026 10:30 AM.

**Send Payments To:**

**Cascade County  
Treasurer's Office  
121 4th St North,  
Suite 1A,  
Great Falls, MT 59401**





DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS  
NORTH RIVERVIEW TERRACE ADDITION, PARTS 1, 2, 3, 4, OF SECTION FOUR  
Recorded July 3, 1962  
No. 3143 of Miscellaneous

THIS DECLARATION, made this 2nd day of July, 1962, by SLETTEN RANCH COMPANY, INC., a Montana corporation, of Great Falls, Montana, hereinafter called the 'Declarant';

W I T N E S S E T H

WHEREAS Declarant is the owner of the real property described in Clause 1 of this declaration, and is desirous of subjecting the real property described in Clause 1 to the restrictions, covenants and reservations hereinafter 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, Declarant hereby declares that the real property described in and referred to in Clause 1 hereof is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants and reservations hereinafter set forth;

DEFINITION OF TERMS

'Building Site' shall mean any lot, or portion thereof, or any two or more contiguous lots in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these covenants.

CLAUSE 1.

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants and reservations with respect to the various portions thereof as set forth in the various clauses and subdivisions of this declaration, is located in the County of Cascade, State of Montana, and is more particularly described as follows:

Lot One (1) through and including Lot Nine (9) in Block numbered One (1); Lot One (1) through and including Lot Nine (9) in Block numbered Two (2); Lot One (1) through and including Lot Nineteen (19) in Block numbered Three (3); Lot One (1) through and including Lot Forty (40) in Block numbered Four (4); Lot One (1) through and including Lot Thirty-four (34) in Block numbered Five (5); Lot One (1) through and including Lot Six (6) in Block numbered Six (6); Lot One (1) through and including Lot Seventeen (17) in Block numbered Seven (7); Lot One (1) through and including Lot Forty (40) in Block numbered Eight (8); Lot One (1) through and including Lot Forty (40) in Block numbered Nine (9); Lot One (1) through and including Lot Twenty (20) in Block numbered Ten (10); North Riverview Terrace

Addition, Parts One, Two, Three and Four, of Section Four, an Addition to the City of Great Falls, Montana.

CLAUSE 2.

The Real property described in Clause 1 hereof is subjected to the covenants, restrictions, conditions and reservations hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve so far as it is practicable, the natural beauty of said property; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereon on building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for the high type and quality of improvements in said property; and thereby to enhance the values of improvements made by purchasers of building sites therein.

A. RESIDENTIAL AREA

1. LAND USE AND BUILDING TYPE: No building shall be erected, altered, placed or permitted to remain on any building site other than one detached, single family dwelling not to exceed two stories in height, and a private garage for not more than three cars.
2. DWELLING SIZE: No dwelling or main residential structure shall be permitted on any building site, the ground floor area of which, exclusive of basements, porches, and garages, is less than 700 square feet of living area.
3. BUILDING LOCATION: No building shall be located on any building site less than 25 feet from the front lot line of any building site, nor less than 10 feet from any side street line. No building shall be located nearer than 5 feet from any side lot line, nor nearer than 25 feet to the rear lot line, provided, however, that an attached garage may be located within 2 feet of a site lot line if a front thereof is no nearer than 50 feet from the front property line; and provided further, however, that a garage may extend to within 5 feet of the rear property line.
4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any interior building site or lot having a width of less than 60 feet at the minimum front building setback line, nor shall any dwelling be erected or placed on any lot or building site having an area of less than 7,200 square feet.
5. NUISANCES: No noxious or offensive activity shall be carried on upon any building site nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site at any time as a residence, either temporarily or permanently.

7. OIL AND MINING OPERATIONS: No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any building site.

8. LIVESTOCK AND POULTRY: No animals, livestock or poultry or any kind shall be raised, bred or kept on any building site, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

9. GARBAGE AND REFUSE DISPOSAL: No building site shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary conditions. No unrecessed garbage container shall be left at the front of a lot, except on pickup days.

10. SIGHT DISTANCE AT INTERSECTION: For elimination of traffic hazards, and not to promote traffic safety, no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connection them at points 25 feet from the intersection of the street lines, or in the case of rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

## B. GENERAL PROVISIONS

1. TERM: 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 25 years from the date these covenants are recorded; after which time said covenants shall automatically extend for a successive period of 10 years, unless an instrument in writing signed by a majority of the then owners of the lots, has been recorded agreeing to change said covenants in whole or in part.

2. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. SEVERABILITY: Invalidation of any 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.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 2nd day of July, 1962.

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DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 2<sup>nd</sup> day of July, 1962, by SLETTEN RANCH COMPANY, INC., a Montana corporation, of Great Falls, Montana, hereinafter called the "Declarant";

W I T N E S S E T H

WHEREAS, Declarant is the owner of the real property described in Clause 1 of this declaration, and is desirous of subjecting the real property described in Clause 1 to the restrictions, covenants and reservations hereinafter 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, Declarant hereby declares that the real property described in and referred to in Clause 1 hereof is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants and reservations hereinafter set forth;

DEFINITION OF TERMS

"Building Site" shall mean any lot, or portion thereof, or any two or more contiguous lots in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these covenants.

CLAUSE 1.

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants and reservations with respect to the various portions thereof as set forth in the various clauses and subdivisions of this declaration, is located in the County of Cascade, State of Montana, and is more particularly described as follows;

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CLAUSE 2.

The Real property described in Clause 1 hereof is subjected to the covenants, restrictions, conditions and reservations hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as it is practicable, the natural beauty of said property; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereon on building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for the high type and quality of improvements in said property; and thereby to enhance the values of improvements made by purchasers of building sites therein.

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1. LAND USE AND BUILDING TYPE: No building shall be erected, altered, placed or permitted to remain on any building site other than one detached, single family dwelling not to exceed two stories in height, and a private garage for not more than three cars.

2. DWELLING SIZE: No dwelling or other residential structure shall be permitted on any building site, the ground floor area of which, exclusive of basements, porches and garages, is less than 700 square feet of living area,<sup>4</sup>

3. BUILDING LOCATION: No building shall be located on any building site less than 25 feet from the front lot line of any building site, nor less than 10 feet from any side street line. No building shall be located nearer than 5 feet from any side lot line, nor nearer than 25 feet to the rear lot line, provided however, that an attached garage may be located within 2 feet of a side lot line if the front thereof is no nearer than 50 feet from the front property line; and provided further however, that a garage may extend to within 5 feet of the rear property line.

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any interior building site or lot having a width of less than 60 feet at the minimum front building setback line, nor shall any dwelling be erected or placed on any lot or building site having an area of less than 7,200 square feet.

5. NUISANCES: No noxious or offensive activity shall be carried on upon any building site nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site at any time as a residence, either temporarily or permanently.

7. OIL AND MINING OPERATIONS: No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any building site.

8. LIVESTOCK AND POULTRY: No animals, livestock or poultry or any kind shall be raised, bred or kept on any building site, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

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B. GENERAL PROVISIONS

1. TERM: 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 25 years from the date these covenants are recorded; after which time said covenants shall automatically extend for a successive period of 10 years unless an instrument in writing, signed by a majority of the then owners of the lots, has been recorded agreeing to change said covenants in whole or in part.

2. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. SEPARABILITY: Invalidation of any 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.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 7<sup>th</sup> day of July, 1962.

SLETTEN RANCH COMPANY, INC.

Hedvig M. Sletten  
Hedvig M. Sletten, President

ATTEST: