

# Declaration of Covenants, Conditions, and Restrictions of Heartland Estates

**Declaration:** This declaration made on the date hereinafter set forth by Greg Egbert hereinafter referred to as "Declarant".

**Witnesseth:**

**THAT WHEREAS** the Declarant is the owner of certain real property in Lewis and Clark County, Montana, the legal description which is attached here to as Heartland Estates and by the reference made a part hereof, and **WHEREAS**, the Declarant wishes to place restrictions, covenants, and conditions upon said real property for the use and benefit of themselves as the present owners and for the future owners thereof, ensure the use of the property for attractive residential purposes, to prevent nuisances, to ensure health and happiness, to prevent the impairment of tone and lifestyle of the community, thereby serving to each present and future owner thereof the full benefit and enjoyment of his property, with no greater restriction upon its free and undisturbed use then is necessary to ensure the same advantages to all property owners.

**NOW, THEREFORE**, the Declarant hereby declares that all real property described herein shall be held, sold, and conveyed subject to the following covenants, conditions, and restrictions all of which are for the purpose of protecting and enhancing the value, desirability and attractiveness of said property by providing a reasonably uniform plan for development of the same as desirable residential property. These covenants, conditions and restrictions shall run with said property and the land and shall be binding upon all parties having or acquiring any right, title or interest in the same, or in any part, thereof, and shall insure to the benefit of and be binding upon each successor in interest to the Declarant and each and every owner thereof.

All persons or corporations who now or shall hereafter acquire any interest in and to the herein described real property, or any part thereof, shall take and hold the same, and agree and covenant with the owners of any and all other parts thereof, and with their heirs, successors and assigns, to conform to and observe the following covenants, conditions and restrictions as to the use thereof as to the construction of dwellings and improvements thereon.



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## I. DEFINITIONS:

1. **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property.
2. **"Property"** shall mean and refer to that certain real property herein described in Heartland Estates.
3. **"Lot"** shall mean and refer to any plot of land shown upon the recorded subdivision map of the property.
4. **"Declarant"** shall mean and refer to Greg Egbert his successors and assigns to the property.
5. **"Association"** shall mean and refer to the non-profit organization formed to acquire, preserve and maintain real property, to construct improvements thereon, to manage, maintain and care for Association property and to preserve the architectural control of lots owned by members of the Association and to own or control recreational facilities and common areas contained with the subdivision. The Association is composed of the Declarant and those owners of record, and their successors and assigns, who purchase a tract.
6. **"Developer"** shall mean and refer to Greg Egbert and any other person or legal entity which said Greg Egbert may specifically assign the right and interest vested in the Developer..

## II. LAND USE:

The herein described property, and each and every separate parcel or lot hereafter created there from, shall be used for single family residential purposes. Businesses shall be allowed only to the extent that they can be operated out of an established residence or garage and are secondary to the residence itself. There shall be no more than one single family dwelling constructed or located on each such parcel or lot. Only attached or built-in double or triple car garages are permitted unless a separate garage is approved by architectural review. A small utility shed is permitted. All garages and outbuildings shall be of similar materials and design as the dwellings.

No noxious, offensive or unlawful activity shall be carried on upon the property or any parcel or lot thereof nor shall anything be done which endangers the health or safety of, which unreasonably disturbs, or which constitutes a public or private nuisance or an annoyance to any other owner or resident of any lot.

The Association and any other person or entity appointed by the Association and all governmental authorities shall have legal access right to all roads for police/sheriff protection, fire protection, garbage service and other services necessary to the maintenance and preservation of Heartland Estates.

Declarants reserve the right to grant other and further easements to effectuate the purpose of these covenants and also reserve the right to vest the association with authority to grant any such easements, subject to the plat amending procedures required by the Lewis and Clark County Subdivision Regulations where applicable.



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### III. BUILDING TYPE:

All dwellings and outbuildings shall be of good quality, shall be constructed on the site using new materials, shall be of permanent construction, shall be affixed to the land on permanent foundations, and shall be aesthetically compatible with other structures on the property and any lot created there from. Each dwelling shall have not less than one thousand one hundred (1100) square feet on the main floor measured on the outside perimeter of the tip of the foundation, exclusive of porches, basements and garages with the exception of multi-level homes which shall have a combined foot print of the main and upper floor of not less than one thousand one hundred (1100) square feet to be measured at the perimeter of the floors rim joist. No building shall exceed twenty four (24) feet in height measured from the highest point of the foundation to the highest point on the ridge.

No dwellings commonly known as "mobile homes", "modular" or "trailers", whether single wide" or "double wide" or any other nature, and regardless of whether the same or on wheels or permanent foundation, shall be allowed. No asphalt siding and no metal roofing shall be used in the construction of any building or outbuilding unless approved by the architectural review. All dwellings and outbuildings shall be completely finished on the exterior and interior before the dwelling is occupied as a residence and before human habitation is allowed. No structure of a temporary nature, and no campers, pickup campers, tents, shacks, barns, garages or outbuildings shall be used upon the property or any parcel or lot at any times as a residence or for the purpose of human habitation or for camping, either temporarily or permanently. No old buildings, whether intended for use in whole or in part as a residential dwelling, garage, or other outbuilding, shall be moved upon the property or any parcel or lot thereof.

### IV. BUILDING CONSTRUCTION:

All dwelling units shall be constructed to specifications which meet or exceed equivalent provisions in the Uniform Building Code for this seismic zone. (Zone 3)

### V. DRIVEWAYS:

All road & site excavation shall have adequate erosion and sediment control measures applied where necessary and appropriate to insure the minimization of soil runoff. Natural watershed and drainage patterns will be preserved to the maximum extent possible to prevent erosion control. Culverts will be used when driveways or other excavation disrupt normal drainage.

### VI. FENCES:

Each property owner may fence his lot, however all fences shall be well built of good materials and well maintained and repaired so as not to adversely affect the aesthetic value of any adjoining property. No high board fences or high hedges shall be erected or raised near any intersecting roadways and/or driveways in such a manner as to obstruct the view of drivers on the roadways or driveways.

### VII. LOCATION OF BUILDINGS AND YARDS:

No buildings shall be constructed or located closer than ten (10) feet to any property line. (For purposes of this provision, eaves and steps shall not be considered a part of the building, but a deck shall be so considered.) Exceptions, in regard to the distance between a building and the sideline of any lot, may be made by special agreement of the adjoining property owner who is affected by such closer location. Every lot shall have a front and back yard of at least twenty feet (20'). Every lot shall have a side yard of at least ten feet (10') on each side. No more than 20 percent of the lot shall be occupied by the principal and accessory buildings.



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### **VIII. TRUCKS AND VEHICLES:**

No trucks, other than passenger or pickup or utility trucks with a capacity of one ton or less, shall be parked, stored or in any manner kept or placed on the property or on any parcel, lot or road within the above-described property. This restriction shall not, however, be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or other-wise providing services to any portion of the property. No motor vehicles which cannot be moved under its own power may be left on said property or any lot, other than in a garage for more the seventy-two (72) hours, or left on any road within said property. Scrap or junk vehicles, or any parts thereof, shall not be placed or stored on said property or on any lot. On-site parking shall be provided by the owner of each parcel or lot for all his automobiles, trucks, trailers or other vehicles.

### **IX. RECREATIONAL VEHICLES USE:**

No recreation vehicles, including motorcycles, snowmobiles, all-terrain vehicles, go carts, dune buggies, or any other types of recreational vehicle, shall be operated or used on the property or on any parcel or lot in any manner which creates a nuisance or annoyance to any owner or resident or in any manner which violates state law. Unoccupied campers, pickup campers, motor homes, boats and boat trailers, snowmobiles and snowmobile trailers, and other recreational vehicles shall be parked in driveways, garages, or carports, and not upon any road.

### **X. SIGNS AND BILLBOARDS:**

No sign of any kind shall be displayed to the public view on or from the property or any lot except:

1. Signs as may be required for legal proceedings:
2. Residential identification signs of combined total area of two (2) square feet or less for each residence:
3. During the time of construction of any new building or other improvement, job identification signs having a maximum face area of four (4) square feet per sign identification of the type usually employed by contractors, sub-contractors, and tradesmen.
4. "For Sale". "For Rent", "Garage Sale", or "Beware of Dog" signs of customary and reasonable dimensions.

### **XI. GARBAGE AND FIRES:**

No portion of the property, nor any lot, shall be used or maintained as a dumping ground, nor shall any rubbish, trash, garbage or other waste be allowed to accumulate except in sanitary containers which shall be emptied on a regular basis. No such receptacles shall be placed close to the front property line of any parcel or lot unless the same are constructed so as to be located underground or to be completely screened from sight by a suitable enclosure which does not create any unsightly area or interfere with the surrounding residential development or the beauty of the area. On any garbage collection days, garbage cans may be placed in a location convenient for collection. No trash or rubbish may be burned anywhere on the property, and no open fires shall be allowed for any reason or at any time except in properly designated and constructed barbeque facilities.



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## **XII. CHATTEL STORAGE:**

No furniture, fixtures, appliances or other goods and chattels, not in active use, shall be located or stored in any building or open area or on any lot in such manner that such material is visible from any road or from neighboring lots.

## **XIII. WATER SYSTEM:**

Each lot shall be served with a community water system connection. The system shall be connected to the dwelling. Water usage will be metered and usage over a specific amount will be charged for by the Water District. The lot owner shall install a meter, (measured in gallons), so the system operator can read it from the outside of the house. Lot owners will be assessed a system maintenance fee. Easements for water system facilities shall be provided as required by DEQ. Lot owners shall be members of the Water District and waive their rights to protest joining said community water system.

## **XIV. SANITARY SYSTEM RESTRICTIONS:**

The owner of each portion of the property, and or each lot, shall comply with all laws and regulations relating to water supply, sanitation, sewage disposal, and air pollution. Each lot owner shall be required to install an individual waste water treatment system in accordance with all applicable rules and regulations of any public agency having authority over the same. No outside toilet shall be constructed except in connection with the construction of a residential dwelling and only for such period as may be reasonably necessary to complete the construction of such dwellings. Any such outdoor toilet must be approved by the Montana Department of Health and Environmental Sciences and the Lewis and Clark City County Health Department.

## **XV. WATER DISTRICT**

Monthly fees for the community water services will be set by the water district. Shut off of services will result if fees are not timely paid. The fees are to be \$35.00 monthly until costs determined by the district dictate otherwise. Lot owners shall form a Water District for the purpose of promoting, developing, and operating the subdivision and maintaining the water system and all appurtenances associated with the same. An appropriately certified water plant operator shall be hired for the operation and maintenance of the water system. The Water District shall have the power to levy assessments for the water services and for construction, maintenance and operation of the aforementioned improvements and facilities which assessments shall be paid promptly when the same become due and which if unpaid shall constitute a lien upon the premises to which they are assessed, which lien may be enforced in equity as in the case of any lien foreclosure. No owner of any lot in the subdivision shall drill a water well.

## **XVI. MAINTENANCE OF IMPROVEMENTS AND MAINTENANCE AND LANDSCAPING OF LOTS:**

The owner of each parcel or lot shall maintain the building or buildings upon each parcel or lot he/she owns, and all walkways and driveways, in good condition, performing all painting and make all appropriate repairs and replacements as often as the same shall be necessary. Each owner shall complete the landscaping within twelve (12) months of the completion of the dwelling. The following species of trees shall not be planted on the lot, Poplar, Cottonwood, Chinese Elm. Each such owner shall maintain the landscaping upon his lot in good condition removing all noxious weeds and maintaining the same as shall become necessary. After the natural surface of the ground has been disturbed for road building or other construction, it shall be seeded with grass to control and prevent weed growth. No trees, rock or gravel will be permitted in the natural drainage areas. Owners are required to keep grass mowed.



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## **XVII. STREETS AND SIDEWALKS:**

The streets within the subdivision are public roads. The Declarants shall establish a rural improvement district for road maintenance. Each lot shall be included in the rural improvement district and shall be subject to an assessment. Each lot owner accepts a Waiver of Right to protest joining a rural improvement district for maintenance and/or improvement of roads serving the subdivision, in accordance with county subdivision regulations.

## **XVIII. UTILITIES:**

All utilities shall be installed underground in accordance with Lewis and Clark County Subdivision Regulations. Easements ten (10) feet wide on the exterior lot line of each lot are reserved for the installation, maintenance, and repair of electric lines, telephone lines, natural gas lines, television cable lines, and water lines. Any and all surface disturbance to the land resulting from the installation, maintenance or repair of any such lines or utilities shall be timely repaired and the land shall be restored to the natural appearing condition. All street and roads shall serve as utility easements. Any additional utility lines shall be installed underground, in accordance with the county subdivision regulations.

## **XIX: NIGHT TIME ILLUMINATION:**

Any exterior lighting shall be arranged and shielded so that no direct beam illuminates other private property or public roads. Lights for occasional outdoor illumination must be attached to buildings. Free standing light poles will not be permitted unless permission is obtained from all owners of lots then recorded.

## **XX. ANIMALS AND LIVESTOCK:**

No horse, cow, hog, goat, sheep or similar animal shall be kept or maintained on the herein described property or on any parcel or lot created there from, nor shall any poultry yard or poultry be maintained thereon. No person owning any portion of said property shall raise animals for sale or commercial purposes thereon. However, the owner of any parcel or lot may keep no more than two (2) usual house pets which can and must be kept without any continuous or audible disturbance or nuisance to other persons residing in the area. All pets must be kept under control and on their owner's property and not allowed to wander on adjoining properties.

## **XXI. WILDLIFE:**

Lot owners should be aware of the semi rural nature of the land in this area. Occasional visits by deer, fox and other small animals should be expected and dealt with in a manner to be non harmful to both parties.

## **XXII. RADON NOTIFICATION:**

Lot owners should be aware of the potential health risk for radon concentrations and the such risk can be evaluated through soil tests and mitigated through radon abatement techniques incorporated into structures.

## **XXIII. RE-SUBDIVISION OR RESALE:**

Any tract purchased from Declarants can be resold without restriction. No subdivision of any lot will be permitted.

## **XXIV. SCHOOLS:**

Children may not be able to attend the school closest to the subdivision and may be bused to other schools within the district.



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## XXV. PARK:

The park is for the benefit of all residents of the Heartland Estates Subdivision and will be maintained by the Heartland Estates Subdivision Homeowners Association.

## XXVI. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION:

1. **Membership:** Every person or entity who is a record owner of any lot, which is subject by covenants of record to assessment by association shall be a member of the Association.
2. **Voting Rights:** The Association shall have two (2) classes of voting membership. **Class A** members shall be all owners of lots (with the exception of the Developer) and shall be entitled to one (1) vote for each lot owned. When more than one (1) person owns any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine among themselves, but in no event shall more than one (1) vote be cast with respect to any lot owned by Class A members. **Class B** members shall be limited to the Developer and shall have three (3) votes for each lot owned.
3. **Assessments:** The Declarant of each lot owned by it or within the property, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agree to pay the Association special assessments for the construction, reconstruction operation and maintenance of roads and other Association property.

The Association may levy in any calendar year, an assessment applicable to that year only for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, operation and maintenance of the roads and other Association property, provided that any such assessments shall have the assent of sixty percent (60%) of the votes of the members who are voting in person or by proxy at the meeting duly called or this purpose. The maintenance of all common area shall be the responsibility of the Homeowner Association. A regular road maintenance schedule and standards for maintenance shall be established and made available for inspection. All roads shall be maintained in conformance with the schedule and standards established, as provided for in the RID.

Written notice of any meeting called for the purpose of taking any action authorized by paragraph 1, shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At each such meeting called, the presence of 25% or greater of the members or proxies entitled to cast votes shall constitute a quorum. If the required quorum is not present, a second meeting may be called subject to the same notice requirement. At the second meeting a quorum will consist of the members or proxies present. No subsequent meeting shall be held for more than sixty (60) days following the preceding meeting. Assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum plus a reasonable attorney's fee may be assessed should an attorney be retained for the collection of said assessments. The Association may bring an action of law against the owner personally obligated to pay the same, of foreclose its lien against such property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the roads or other association property or by abandonment of his lot.

The assessments, together with such interest thereof, and cost of collection thereof as herein provided, shall be a charge on the property and shall be a continuing lien upon the property against which thereof as herein provided shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due.



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The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments therefore becoming due or from the liability for any assessments becoming due or from the lien thereof. The lien herein created shall be decanted to be mechanic's or material men's liens as the same are defined by the laws of the State of Montana and shall be impressed and enforced in accordance with the applicable state law concerning the same and any person buying any property herein, thereby waives any right to contest the same if said lien is impressed or enforced according to the provisions of these covenants.

The Homeowners Association shall be responsible for all weed control in the common areas. All weed control in the subdivision shall be pursuant to the rules and regulations of the Lewis and Clark County Weed Control Board.

The Homeowners Association shall be responsible for maintaining architectural control of the properties and buildings constructed on all lots contained in the subdivision. To facilitate said architectural control The Board of Directors of the Homeowners Association shall create a "Design\_Review Committee" who shall maintain architectural control pursuant to Article XXVII Below.

## **XXVII. ARCHITECTURAL CONTROL:**

**SECTION 1.** No residential or other structure and no fence, wall, garage, out building or other structure, nor wire, pipe, septic tank, walkway, hedge, driveway, antenna, or exterior hedge, ornament of any kind, or any addition, alteration or remodeling thereof shall be made, erected, altered, placed or permitted to remain upon the properties until plans and specifications showing the nature, kind, height materials and location of the same shall have been submitted to a Design Review Committee consisting of three members appointed by the Board of Directors of the Homeowners Association (until 80 percent of the lots are sold Greg Egbert and Jim More shall be two members on the Design Review Committee) and approved in writing by the Committee as to harmony of external design, location in relation to surrounding structures and topography, and the construction and the materials to be used in the construction. At least two of the three committee members shall be members of the Homeowners Association and it is suggested that one of the members have professional qualifications in the area of architecture, design or land planning. In the event the Design Review Committee falls to approve or disapprove such design, location, construction, and materials within thirty (30) days after the detailed plans and specifications have been submitted, then approval shall not be required and this article will be deemed to have been fully complied with. Any plans, specifications and proposals so approved either expressly in writing or by the expiration of the thirty (30) day period hereinabove provided, shall then permit the owner to commence construction in accordance with said plan, but any deviation from said plan which in the judgment of said Committee is a substantial detriment to the appearance of the structure or of the surrounding area shall be corrected to conform with the plan as submitted. Any structure to be erected in accordance with approval so given must be erected and completed within twenty (20) months of approval or new approval obtained. If any structure is begun and is not completed eighteen (18) months of the commencement of construction, and in the judgment of the Design Review Committee is of offensive or unsightly appearance, the said committee or the directors of the Homeowners Association at the option of either may take such action as may be necessary in its judgment to improve the appearance so as to make the property harmonious with other properties, including completion of the exterior of the structure, screening, or covering of the structure or any combination thereof or in similar operation, and the amount of any expenditures made in so doing shall be a lien on the property and may be enforceable by an action of law. The Design Review Committee may act by a majority of its members and any authorization or approval made by the committee must be signed by a majority of the members thereof.



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**SECTION 2:** Neither the Association, the Desire Review committee, nor the individual members thereof may be held liable by any person for any damages for any committee action taken pursuant to these covenants, including, but not by way of limitation, damage which may result from correction, amendment changes or rejection of plans, the issuance of building permits or any delays associated with such action on the part of the Committee.

**SECTION 3: Variances:** The Design Review Committee may, after notice to the members of the Association and hearing, conditionally approve, deny or approve a request to modify the Minimum Building and Use restrictions imposed by Articles II, III, IV, and V, according to the following procedure where such approval would not be contrary to the intent of the Article and does not require the consent of other parties.

**(A) Applications.** Applications for modifications shall be delivered to each of the members of the Design Review Committee, either in person or by certified mail. The application shall be accompanied by a fee in an amount sufficient to provide for mailing notice to the membership as provided in (B) below. The design Review committee shall cause to be made such investigation of facts bearing on the application as will provide a necessary information to assure that the action on each such application is consistent with the intent and a purpose of the Covenants.

**(B) Notice of Hearing.** Notice of hearing on the application for modifications shall be mailed to each member of the Association by the Design Review Committee at least fifteen (15) days prior to the date set for hearing and shall be accompanied by a copy of the application for modification. The hearing shall be at the appointed time and place testimony may be taken by the Design Review Committee from persons affected by the modifications and any expert called by either applicants or a member opposed to modification for the purpose of aiding the Design Review Committee in the deliberations.

**(C) Rules for Approval.** After hearing and prior to approval of any such application for modification, the Design Review Committee shall designate such conditions as will secure substantial compliance with these Covenants from the applicant and shall find as follows:

- (1) Such modifications will not be inconsistent with the intent and purpose of these Covenants and the general plan of the subdivision.
- (2) That strict compliance with the provisions of Articles II, III, IV, and V would create unnecessary hardship or unreasonable situations on a particular property due to unusual or extreme topography, unusual shape of the property, or the prevalence of similar conditions in the immediate vicinity of the property.
- (3) That such modifications will have minimal adverse effect on abutting properties or the permitted uses thereof.
- (4) That the applicant has agreed in writing to be bound by the conditions imposed by the Design Review Committee for granting such modification and has posted a performance bond in an amount sufficient insure compliance with the conditions imposed by the Design Review Committee.

**(D) Appeal from the Design Review Committee's Decision:**

An appeal from the Design Review Committee's decision to the membership of the Homeowners Association may be made by either the applicant or any member of the Association opposing modification. Notice of Appeal shall be in writing and shall be delivered to the President of the Homeowners Association or a member of the Board within fifteen (15) days after action of the decision of the Design Review Committee is rendered. Thereafter, the President of the Board of Directors shall call a special meeting of the membership pursuant to the requirements of the By-Laws of the Homeowners association governing special meetings. A quorum for purposes of a special meeting to hear an appeal from the Design Review Committee's decision shall be members representing three quarters (3/4) of all the votes of members who must be present in person or by written proxy. If a quorum is present the proponents and opponents shall then present their respective cases to the membership. If a quorum is not present the meeting shall be adjourned and the decision of the Design Review Committee shall stand. An affirmative vote of three quarters (3/4) of the members present and constituting a quorum shall be required to reverse the action taken by the Design Review Committee.

**XXVIII. DURATION:**

The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the owner of any lot, parcel, or portion of the property subject to this Declaration, and by his respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically renewed for successive periods of the ten (10) years. The covenants and restrictions of their Declaration may be amended during the first thirty (30) year period by an instrument signed by all owners of the parcels or lots as then recorded, and thereafter by owners of seventy five percent (75%) of the parcels or lots as recorded. Any amendments to be effective must be properly recorded. Articles IV, XV, XVII, XVIII, XIX, XXI, XXIV, and XXVII are not revocable or alterable without the expressed written consent of the Board of County Commissioners of Lewis and Clark County.

**XXIX. ENFORCEMENT:**

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages-, and failure by any owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Decrecments , every owner of any lot or parcel, and every person having any right. title or interest in any portion of the above-described real property, shall have the right to enforce these covenants and restrictions.

**XXX. ATTORNEY'S FEES:**

In any action brought by any Declarants or owner to enforce the provisions hereof the prevailing party shall be entitled to reasonable attorney's fee and costs as fixed by the Court.

**XXXI. SEVERABILITY:**

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



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**XXXI. HOLD HARMLESS CLAUSE:**

The Declarant shall impose on the property an irrevocable restrictive covenant, binding themselves, their heirs, successors and assigns, and all future owners of property within the subdivision, and agreeing therein to hold Lewis and Clark County harmless and indemnify Lewis and Clark county from all claims, demands, obligations, suits, causes of action, damages, and liability, including the County's costs and attorney's fees, arising in any manner whatsoever out of or pertaining to the existence, use, operation, repair, and/or maintenance of the following

- A. Earthquake fault zones and seismic activity
- B. Easement for water lines and storm drainage easement

IN WITNESS WHEREOF, the undersigned Declarant, has hereunto set his hand and seal on 1/29 2003.

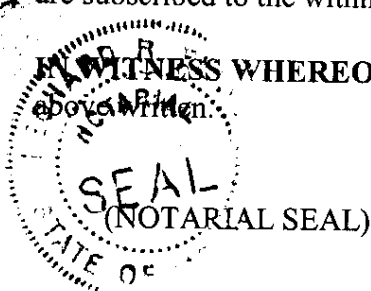
Greg W. Egbert  
DECLARANTS  
Greg W. Egbert

Susan I. Egbert  
Susan I. Egbert

STATE OF MONTANA  
County of LEWIS + CLARK

On this 29<sup>th</sup> day of JANUARY 2003 before me, the undersigned a Notary Public of the State of Montana, personally appeared Greg W. Egbert & Susan I. Egbert known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notarial scale the day and first



Shonard R. Ennis  
Notary Public for the State of Montana  
Residing at HELENA  
My Commission Expires MARCH 21<sup>ST</sup> 2005

**ALL LOT OWNERS WILL BE REQUIRED TO SIGN THEIR ACKNOWLEDGMENT OF HAVING READ AND AGREE TO THESE RESTRICTIVE COVENANTS.**

Buyer \_\_\_\_\_ Date \_\_\_\_\_ / Buyer \_\_\_\_\_ Date \_\_\_\_\_



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