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301315 RECORDS BOOK:397 Page: 404 Pages: 5
STATE OF MONTANA, LINCOLN COUNTY
RECORDED:06/17/2022 01:21 PM KOI: COVENANTS:14
Robin A. Benson CLERK AND RECORDER

FEE: \$40.00

BY:



Deputy

T0:First American Title - Libby 120 W 6th Street Ste 5, Libby, Montana 59923

DECLARATION

This Declaration is made this 2nd day of June, 2022 by the undersigned (hereinafter referred to as the "Declarant", whether one or more).

WHEREAS, Declarant is the owner of those tracts of land situated in *Sections 13, Township 37N, Range 27W., P.M.,M*, Lincoln County, Montana, and legally described as *Lot(s) 1, 2, 3, 4, and 5, Moraine Subdivision, according to that plat, map or survey on file and of record with the Clerk and Recorder of Lincoln County, MT, Plat No. 6994* (each parcel, lot or tract hereinafter known as a "Tract", or collectively the "Property").

WHEREAS, the Declarant is desirous of subjecting the Property to the conditions, covenants, and restrictions hereinafter set forth, each and all of which is and are for the benefit of said real property and each and every parcel thereof, and shall apply to and bind the successors in interest and any owners thereof; and

NOW THEREFORE, the Declarant, being the owner of said Property, hereby declares that the said Property, and each part or parcel thereof, is, and shall be, held, transferred, sold and conveyed, subject to the conditions, restrictions, covenants and reservations set forth.

I. PURPOSE, USE AND ACTIVITIES:

- A. No Tract shall be further divided in any manner. A change in boundary lines between adjacent Tracts shall not be considered division; however, no tract, parcel or lot shall be created in the Property which is less than the gross size of said original Tract.
- B. Commercial Activity. No business, manufacturing, trade, or commercial activity may be conducted on any Tract except home occupations as defined by County ordinance and which do not significantly increase traffic within the Property. No church, synagogue, mosques or other place of worship shall be located on any Tract. No Owner shall operate any daycare, pre-school, or other care facility on their Tract. Home offices are allowed.
- C. Activities that are offensive, annoying, or a nuisance to other Tract Owners shall not be permitted.
- D. Husbandry.
 - i. Nuisances. No noxious or offensive activity shall be carried on upon any Tract, nor shall anything be done thereon which is or which may become an annoyance or nuisance to other owners.
 - ii. Animals. Livestock and domesticated animals, except swine, may be maintained upon a Tract; however, each and every owner of a Tract agrees to comply with good husbandry upon the Property and keep their Tract, and the animals located thereon, in good health.

- iii. Agricultural Activities. Acceptance of a deed to a Tract shall be deemed a waiver of any claims for normal agricultural activities conducted on properties adjacent to the Property. All Owners acknowledge and recognize that agricultural activities are conducted on adjacent land and relinquish all right to compensation or relief from such activities. However, no Owner shall be deemed to have relinquished their rights to seek compensation or injunctive relief for injuries to person or property caused by release of any toxic or hazardous material or for negligent or intentional actions of those conducting agricultural activities on adjoining lands.

II. REMOVAL OF WASTE, PROPERTY APPEARANCE AND UPKEEP:

- A. Maintenance. All improvements located on any Tract shall be maintained in the same condition as at the time of initial construction, normal wear and tear excepted. All improvements shall be preserved and of a pleasant appearance by maintaining paint, stain or sealer as needed. If any improvement or landscaping is damaged or destroyed, the Owner shall promptly rebuild, repair and restore the structure to its appearance and condition prior to the casualty. Reconstruction or repair shall be completed within nine months of any casualty that damaged or destroyed the improvement or landscaping.
- B. All garbage shall be kept in bear proof containers and collection facilities shall be contained within a closed area screened from view except for the day of garbage pickup when a contract-hauler is hired.
- C. All Tract Owners shall be responsible for the actions of their tenants, invitees or guests.
- D. No part of the Property shall be used or maintained as a dumping ground or storage ground for rubbish, trash, garbage, old automobiles (including non-operable vehicles or parts thereof) or other waste. All rubbish, trash, garbage and other forms of waste shall be kept in sanitary containers equipped with tight fitting lids. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
- E. Landscape Maintenance. All yards and landscaping features shall be maintained and shall not be allowed to become unsightly. Lawns and native grasses shall be watered and mowed on a regular basis. All weeds, including noxious weeds, shall be eradicated or controlled and all Owners shall fully comply with state and local law regarding the control and eradication of noxious weeds, including the Weed Management Plan promulgated by the Lincoln County Weed Department.
- F. Passenger automobiles and pickup trucks shall be parked in an enclosed garage or on the driveway serving the residence. Except as set forth below, no trucks exceeding one-ton capacity, trailers, unsightly or inoperable vehicles, boats, recreational vehicles of any kind or any type of equipment shall be parked or stored upon any Tract unless shielded from public view. Temporary parking of recreational vehicles and boats in public view on a Tract is permitted, during summer months, for a period not to exceed 60 consecutive days.

III. ARCHITECTURAL AND CONSTRUCTION:

- A. Type and Number of Structures: Except in the case of Declarants prior written approval, and that of governing authorities, only a single-family residence and customary appurtenant auxiliary structure such as garage, shop, barn, or storage structure, shall be constructed on a Tract. No multiplex residence or apartment house shall be erected or placed on any Tract. Except as specifically allowed by this Section III, all structures shall be constructed on-site of new, or like quality, materials. Mobile homes (trailer houses) are not allowed, but quality newer modular homes (less than 5 years old) placed on concrete foundations are acceptable.

- B. Continuity of Construction. All improvements constructed upon or made to a Tract (hereinafter "Improvement(s)") will be prosecuted diligently to completion and shall be completed within eighteen months from the date of commencement.
- C. Temporary Buildings. No temporary building, shack, tent, house trailer, mobile home or modular structure shall be utilized upon any Tract for residential purposes, except that a RV may be utilized for temporary residential purposes (6 months or less a year) prior to construction of a primary residence upon the Tract.
- D. Building Materials. All exterior building materials and surfaces shall have finishes and textures compatible with the natural surroundings and the other Improvements situated in the Property.
- E. Exterior Colors. The exterior colors of all Improvements must be compatible with the natural surroundings and the other Improvements in the Property. Improvements are not permitted to be of a bright and/or primary color, except those that are muted and blend in with the natural surroundings of the Property.
- F. Landscaping in the Property shall be based on a concept of compatibility with the existing natural landscape, and sensitivity to its fragile ecosystems.
- G. Immediately after construction, all disturbed ground must be landscaped or re-vegetated. Weather permitting, all landscaping must be completed within twelve months of completion of construction of any Improvements upon a Tract. If construction is completed during winter months, landscaping shall be completed no later than the end of June.
- H. Garages and Parking. When possible, garage doors should be oriented away from the private roadways. Detached garages are permitted.
- I. Setbacks. Other than driveways, fencing, utilities, landscaping & other related appurtenances, no Improvement shall be constructed or placed within 10 feet of a Tract's exterior boundaries.
- J. Utilities. All utilities shall be buried underground.
- K. Lighting. In order to preserve darkness and the night sky, which tend to be obscured by excessive lighting, the following guidelines for residential site lighting have been established. Site lighting is defined as lighting mounted on buildings, ground, trees, fences, or walls for the purpose of providing security, decorative accent or functional lighting to outdoor spaces. Building mounted lighting is defined as lighting built into or attached to buildings on walls, ceilings, eaves, soffits, or facias.
 - i. Site lighting must be directed downward onto vegetation or prominent site features and may not be used to light walls or building elements. Up lighting more than 45 degrees above the horizontal is prohibited and lighting aimed between zero and 45 degrees above horizontal must be directed toward the interior of the Tract upon which it is located.
 - ii. Building mounted lighting must be directed downward away from adjacent Tracts, streets and open spaces, and may not be used to light walls or building elements for decorative purposes.
- L. Outhouses. No outhouse or privy shall be permitted or maintained on any Tract, except that a chemical toilet shall be permitted on a Tract during the time a residence or other Improvements are being constructed.
- M. Excavation. No excavation will be made except in connection with Improvements approved as provided in this Declaration. For purposes of this Section, "excavation" means any disturbance of the surface of the land which results in a removal of earth, rock, or other substance a depth of more than 18 inches below the natural surface of the land.
- N. Noise. No exterior horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Property or improvements, will be placed or used on any portion of the Property.

- O. Sheds & Barns. All sheds and barns shall be designed and constructed to compliment the primary residence and shall be constructed of similar materials. Metal or plastic storage sheds are not permitted. Storage sheds shall comply with the setback requirements.
- P. To reduce potential conflicts with wildlife household garbage, pet food, and other solid waste products must be contained or covered to reduce the potential for the enticement or destruction of wildlife. Contact the local office of Montana Fish Wildlife and Parks for particular tips.
- Q. Each Tract Owner shall be responsible for filing a "Notice of Completion of Ground Water Development" form with the State of Montana prior to the completion or placement of improvements on their Tract.
- R. If a Tract Owner constructs an improvement which impedes an easement (utility, road, drainage, etc.) the Tract Owner shall be liable for any/all damages therein.

IV. RESPONSIBILITIES OF PROPERTY OWNERS IN THE WILDLAND/URBAN INTERFACE:

The Property is rural and not serviced by municipal services, including those of emergency responders. Property owners, residents and visitors in areas threatened by wildfire have a responsibility for their own life safety. Understanding the risks of living or being in the Wildland/Urban Interface (WUI) is part of that responsibility.

The two keys to your survival and that of your property are early preparedness and clear decision-making at the time of the threat. Perform fuels mitigation; create survivable space around your buildings, and prepare yourself. Learn some of the risks of staying or evacuating. Evaluate whether you are physically and emotionally prepared to stay, and whether other family members will be able to cope with evacuating (including possibly leaving someone behind) or staying. This will enable you to make good decisions during a wildfire threat.

V. MISCELLANEOUS PROVISIONS.

- A. Enforcement. If any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this Agreement, the prevailing party in such proceeding will be entitled to recover a reasonable attorney's fee in such proceeding or any appeal thereof, to be set by the court, in addition to the costs and disbursements allowed by law.
- B. Severability. If any term or provision of this Agreement shall be held to be invalid or unenforceable for any reason, that term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining terms and provisions, and this Agreement shall be construed as if such invalid or unenforceable term or provisions had not been included.
- C. Construction and Binding Effect. This Declaration shall be construed pursuant to the laws of the State of Montana and shall be binding upon the heirs, successors and assigns of any owner of a part or parcel of the Property.
- D. Amendment. Unless terminated as provided below, this Declaration shall have perpetual duration. This Declaration may be altered or amended as follows:
 - i. By Declarant unilaterally so long as Declarant, or consanguineal relative thereof, retains a Tract; or
 - ii. By the written consent of the Owners of at least two thirds (2/3) of the Tracts (by number).

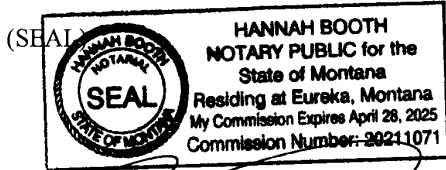
IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective as of the date first shown above.

[SIGNATURES ON THE FOLLOWING PAGE]

x Joseph L. Purdy
Joseph L. Purdy

STATE OF MONTANA; COUNTY OF LINCOLN

This instrument was acknowledged before me on the 9th day of June, 2022 by Joseph L. Purdy.



Hannah Booth
Notary Public for the State of Montana

x Ryan D. Purdy
Ryan D. Purdy

STATE OF MONTANA; COUNTY OF FLATHEAD

This instrument was acknowledged before me on the 2nd day of June, 2022 by Ryan D. Purdy.

(SEAL)

Christen Swanson Nissen
Notary Public for the State of Montana

