

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS  
TWILITE TERRACE

Dated: September 10, 1959  
Recorded: October 15, 1959  
Filed: Book 10, page 593  
Instrument No. 558302

THIS DECLARATION, made this 10th day of September, 1959, by HEDVIG M. SLETTEN, a single woman, and RIVERVIEW COMPANY, INC., a Montana corporation, all of Great Falls, Montana, hereinafter collectively 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 of 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 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:

All of Twilite Terrace, an Addition to the City of Great Falls, Montana.

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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 creation of attractive homes thereof, 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 750 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 the lot line if the front thereof is no nearer than 50 feet from the front property line; and provided further however, that on corner lots the garages may extend to within 10 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 set back line or a width of 70 feet for corner lots, nor shall any dwelling be erected or placed on any lot or building site having an area of less than 7200 square feet.
5. EASEMENTS: Each of said lots shall be subject to the

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utility easements of record for the construction, maintenance and operation of any and all services and facilities, including but without limitation to, water, sewer and gas mains and laterals, telephone, electrical and power lines, drainage lines, and all equipment and facilities necessary or incidental to such service installations, provided however, that this is not to be construed as a grant of use of surface rights for road purposes. Other than lawns, no permanent planting of trees, shrubs, hedges, vegetable or flower gardens shall be planted on any easement strip. Other than fencing and installation of utilities, no permanent construction of any kind shall be permitted in such easement strip. Any fencing constructed on any part of an easement strip shall be of a removable type, constructed as a series of removable panels or gates and shall not have fence posts that are set in concrete or other permanent footings so that immediate access to utilities throughout said easement can be made for purposes of maintenance, repairs or alterations.

6. 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.

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

8. 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.

9. LIVESTOCK AND POULTRY: No animals, livestock or poultry of 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 purpose.

10. 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 condition. No unprocessed garbage container shall be left at the front of a lot except on pick up days.

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11. SIGHT DISTANCE AT INTERSECTION: For elimination of traffic hazards and 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 connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersection 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 one 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.

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