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Paula Robinson, Flathead County Montana

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF GLACIER PINES
SUBDIVISION**

THIS DECLARATION is made this 5th day of September, 2007 by

CARLA MANGEL
39 Canyon Drive
Plentywood, Montana 59254

hereafter referred to as "DECLARANT",

RECITALS

1. Declarant is the owner of approximately 94 acres located in the Southeast Quarter of Section 8 in Township 31 North, Range 19 West, M.P.M., Flathead County, Montana which is being subdivided into 9 lots and named "Glacier Pines Subdivision".

2. Glacier Pines Subdivision is being subjected to these Covenants, Conditions, Restrictions to insure the most appropriate development and improvement of each parcel, to preserve and protect the natural beauty and rural timbered setting of the property, to guard against the construction of buildings from inappropriate or unsuitable materials and preserving the native woodland character of the property. This declaration is 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 having established a general plan for the improvement and development of the property, hereby establishes these covenants, conditions, restrictions and reservations upon which and subject to which the property described herein or any portion thereof shall be used and hereby declares that said property is and shall be held, transferred, sold and conveyed subject to these covenants, conditions and restrictions.

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**ARTICLE I
PROPERTY**

The property which is and shall be held, transferred, sold and conveyed subject to these covenants, conditions, and restrictions is more particularly described as follows: Lots 1-9 of GLACIER PINES SUBDIVISION according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

**ARTICLE II
DEFINITIONS**

Section 1: "Association" shall mean the association of owners who own a lot in the subdivision and who are subject to the articles and by-laws of the association.

Section 2: "Owner" shall mean the record owner of a fee simple title to any Lot in the subdivision and shall include contract buyers but not contract sellers.

Section 3: "Property" shall mean the real property described in Article I above or any lots therein.

Section 4: "Lot" shall any of Lots 1 through 9 of GLACIER PINES SUBDIVISION.

Section 5: "Screened from View" shall mean with respect to any given object on a property, that the object is screened by a fence, hedge, other decorative improvement or native vegetation, such that the object is not or would not be visible to a person six (6) feet tall standing on any part of any adjacent property or common roadway at an elevation no greater than the elevation of the base of the object being viewed.

**ARTICLE III
ARCHITECTURAL AND ENVIRONMENTAL REVIEW**

SECTION 1: Architectural and Environmental Review Committee: The Architectural and Environmental Review Committee (hereafter referred to as "AERC" or "Committee") shall consist initially of Carla Mangel, Scott Santa and any person they may appoint from time to time. At such time as 75% of the lots have been sold, the duties and responsibilities of the Committee shall be assigned automatically to the Association. Provided, however, the Declarant may assign the duties and responsibilities of the AER Committee to the Association in writing at any time prior thereto. Once the duties of the Committee are assumed by the Association, the composition of the Committee shall be as provided in the Association's By-laws.

Association?



SECTION 2. *Architectural and Environmental Control:* No site alterations, including road construction, driveways, utility installation, building of any structure, earth moving shall be made until the plans, specifications, and proposed construction schedule have been submitted to and approved in writing by the Committee. The plans and specifications shall be submitted and reviewed in accordance with Sections 3 and 4 below, and shall show the nature, kind, shape, height, materials and location of the proposed alteration or structure, including proposed landscaping and exterior lighting. All plans must be reviewed and approved with due consideration given to harmony of external design and locations in relation to surrounding structures and topography, native vegetation and overall compatibility with surroundings and the development as a whole.

SECTION 3. *Plan Review Process:* In order to insure that the design standards for Glacier Pines contained in these Covenants are achieved, a submission of certain plans will be required. Plan submissions will also be required for significant revisions, alterations or additions to approved or existing improvements. Each plan submission will require two (2) sets of plans containing the specific information described below. The plan submission for each new improvement or development and each significant revision, alteration, addition, or change of use shall be accompanied by a payment of \$100.00 payable to Glacier Pines Homeowners Association. All submitted plans will be reviewed by the AER Committee and upon completion of such review one set of plans will be returned to the applicant along with a letter summarizing comments, recommendations, requirements, and findings. The returned plans will be marked "APPROVED", "APPROVED SUBJECT TO CONDITIONS", OR "NOT APPROVED". Approvals are valid for three (3) years from the date of the written notice of approval. If construction is not commenced within such three (3) year period, plans must be resubmitted and a new approval secured. If plans are returned as "not approved" specific reasons shall be stated for such non approval.

SECTION 4. *Required Plans:* The following plans must be submitted to the Committee.

- a. A site plan to an appropriate scale depicting the entire lot and the relative location of all proposed development within the lot, including roads, driveways, fences, pastures, ponds, structures, clearing, thinning and utilities, septic layout and well location.
- b. Site and landscape plans to a scale of 1" = 20' for all site disturbances with consideration given to vegetation, grading, drainage, exterior lighting, fences, driveways, parking and phasing.
- c. Construction plans to a scale of 1/8 inch or larger for all structures with consideration given to site utilization, engineering and architectural design.

SECTION 5. *Adoption of Guidelines:* The AERC shall have the authority to adopt



and publish guidelines setting forth the procedures and criteria for review of structures and other site improvements or modifications so long as such guidelines are not inconsistent with and are no less restrictive than this Declaration.

SECTION 6. AERC'S Response: The Committee shall have thirty (30) days from the time plans are received by it within which to complete its review and approve, modify or reject a proposal once a complete set of plans have been submitted along with the requisite plan review fee. If the Committee fails to respond to a proposal within such thirty (30) day period, the Owner shall then be permitted to commence construction in accordance with the submitted plans, but any deviation from such plans which in the judgment of the Committee is a substantial detriment to the appearance of the structure or of the surrounding area shall be corrected to conform with the plans and elevations as submitted.

SECTION 7. Continuing Responsibility: The AER Committee shall have a continuing role in the approval or disapproval of proposed changes from the original design and construction, including without limitation, exterior remodeling, changes of color, exterior lighting, provision for wood storage, etc. and exterior pet and animal facilities. No such changes or additions will be permitted unless approved by the committee, which may, in its discretion, waive the requirement that plans and specifications be submitted for such changes.

SECTION 8. Committee Enforcement: If the Committee, upon its own inspection or upon receiving a complaint, determines that any Owner is in violation of the Committee's standards or guidelines, or has failed to properly maintain his property or any permanent improvement thereon, including necessary repairs, or has constructed or made any change to any improvement not in conformance with an approved plan, or is otherwise in violation of these Covenants, it shall notify the Owner in writing. Such notice shall contain a statement of the nature of the nonconformity or violation and the steps needed to remedy it. If such remedial steps are not taken within a reasonable time, the Committee shall notify the Association which may itself, after written notice to the Owner and failure of such Owner to comply, undertake remedial measures and charge the Owner an assessment for any sums expended by it in so doing. In the event the Association does not undertake such remedial action, the Committee may do so. Any such assessment shall become a lien against the property so assessed and the personal obligation of the Owner to the same extent as those liens described in Article VII, Section 2 herein. The committee or any of its members shall have the right, upon reasonable advance notice to the Owner, to enter any property to determine if there has been compliance with these Covenants or any approved plans.

ARTICLE IV PROTECTIVE COVENANTS AND DEVELOPMENT GUIDELINES

SECTION 1. Land Use: Each Lot may be used only for a single family residence and no structure shall be erected, placed or permitted to remain on a Lot other than a single



family private residence and related buildings such as barns, stables, shops, garages, guest house (but only one built after the main residence) incidental to the residential use of the property. There shall be no commercial use of the property and no trade, craft, business, professional, religious, educational or other commercial activity may be conducted on any property. Provided however, those businesses or professions carried on solely by family members and conducted entirely within residential structures shall be permissible. No traffic may be generated by such home activities in greater volume than would normally be associated with a residential dwelling. Further provided, notwithstanding the above, bed and breakfast operations conducted in the main residence or as separate resort cabins are allowed so long as they conform to zoning requirements and state and county health requirements. No equipment or process shall be used which creates visual or audible interference with any radio, television, or telephone receivers off the premises or which causes fluctuation in electrical line voltage to other parts of the development.

SECTION 2. *Subdivision of Lots:* No lot may be further subdivided.

SECTION 3. *Building Sites:* No lot shall have erected upon it more than one dwelling house together with buildings allowed in Section 1 above.

SECTION 4. *Building Standards:* The following construction standards shall be followed for all building on the Lots:

- a. The main residence shall contain not less than 1250 square feet of finished living space on the main level. For purposes of this paragraph, porches, balconies and garages shall not be considered part of the living space.
- b. No structure of any kind, and particularly those commonly known as "mobile home", "modular home", "trailer", or other prefabricated structure, designed to be hauled or moved on wheels or of "boxed", "sheet metal" or "A-frame" construction shall be built or moved onto any Lot for any purpose. No garage, barn or other outbuilding, erected or placed on any Lot, shall at any time, be allowed or used as a residence either temporarily or permanent.
- c. All buildings shall be permanent in nature and no temporary building or partly finished buildings or structures shall be erected or placed upon a Lot. Only new materials may be used. However, used brick, beams and the like, on any integral part of the architecture of the building, may be allowed. All construction shall first be reviewed and approved pursuant to the provisions of this declaration.



- d. All buildings, including barns, stables, garages, tool sheds, etc. shall be in keeping with the architecture of the other buildings located on the Lot, kept in good repair and appearance, and maintained in a sanitary condition with strict fly and pest control measures.
- e. All construction, once begun, shall be completed as to exterior finish including siding and/or masonry, paint, and roof within 18 months of the beginning of construction. The construction area around each building constructed shall be at rough-graded and seeded at the time of occupancy. All construction shall be completed and building debris removed within the time frame set out in the approved construction schedule. The dwelling shall not be occupied until such time as the above work is completed including the installation and completion of all plumbing fixtures and utilities.
- f. No building on any Lot shall have a roof or exterior siding which is silver or metallic colored, shiny, or reflective. Only class A or B roofing materials, as rated by the National Fire Protection Association, shall be allowed on all structures.
- g. Each structure, once constructed on a Lot, shall be kept in the same condition as at the time of its initial construction, excepting normal wear and tear. All structures (including fences) shall be preserved and of pleasant appearance by maintaining paint, stain or sealer as needed. If any structure is damaged in any way, the Owner shall exercise due diligence to rebuild, repair and restore the structure to its appearance and condition prior to the casualty. Such repair or reconstruction shall be completed within nine (9) months of the casualty, or such longer time as may be approved by the AER Committee for good cause shown.
- h. No portion of any building shall be more than 35 feet from the ground as measured from the average finished grade of the building site, nor closer than 30 feet from any property line unless, for good cause shown, the Committee, in the exercise of its discretion allows a taller structure and it complies with zoning requirement.
- i. All dwellings shall have house numbers which shall be visible from the private road serving the property either at the driveway entrance or on the house.



- j. All electrical, telephone, cable TV and other utility lines shall be installed underground.
- k. If construction activity on any Lot causes damage to the common road, the cost of repair of such road shall be borne solely by the Owner of said property.

SECTION 5. Seeding, Planting, Weed Control and Fruit Trees: Noxious weeds shall be destroyed on a regular basis to prevent them from reaching seed stage. Whenever a structure is constructed or ground is otherwise disturbed on any Lot the Owner shall promptly upon completion of construction plant a ground cover or other vegetation to restore the ground disturbed by said construction. Such re-vegetation of disturbed soil shall be commenced no later than sixty (60) days after completion of construction, or if construction is completed after planting season ends in the fall, within thirty (30) days of the beginning of planting season the following spring. To decrease bear attractants no fruit bearing trees such as apple, apricot, plum, cherry or pear shall be raised on any Lot.

SECTION 6. Signs and Lighting: No signs shall be placed on any Lot except name or address plates (which may be illuminated by indirect lighting), and one unlighted sign, not exceeding twelve (12) square feet in surface area, advertising the sale of a Lot. Yard lights on a pole are prohibited. Lights affixed to a building are permitted but only to the extent the bulb is not directly visible and the light path is directed downwards. It is the intent to avoid light pollution and use exterior lighting only for accent purposes and low level pathway lighting.

SECTION 7. Pets and Livestock: No animals or livestock of any kind other than horses, llamas, dogs, cats, birds or other small indoor pets shall be kept or maintained on any property for any purpose. All animals permitted by this section shall be contained within the boundaries of their owner's Lot to prevent the running of wildlife or domestic livestock. Any animal that barks, howls, bites, roams at large or chases vehicles shall not be kept on the Lot at any time. Horses and llamas or other large animals are allowed on each owner's Lot to the extent of one animal per 2 acres and then, only to the extent that the Lots shall not be overgrazed. Large animals shall not be fed food supplements within 30 feet from a property line or common roadway. All animals maintained on any property must not create or cause a violation of any of the covenants contained herein, such as an annoyance or nuisance or disturbance to the neighborhood or the residents of any of the other Lots.

SECTION 8. Overgrazing: While horses and llamas are allowed, overgrazing is of special concern to the Committee and the Association. Any grazing activity that detracts from the overall aesthetic qualities of the development or encouraged the growth of noxious weeds may be curtailed by the Committee and a plan for restoration required.

SECTION 9. Lot Appearance and Garbage: Except as provided herein, no part of any Lot shall be used as a dumping ground or used to store or place building materials,



rubbish, trash, garbage, junk cars or parts thereof or other unsightly objects. Each property owner shall avoid accumulation of such refuse or other material prohibited by these covenants. All garbage cans shall be screened from view or kept in an enclosed structure. If bears or animals become a problem, AERC may require all garbage cans or enclosures to be "bear proof" in accordance with the specifications promulgated by the National Park Service for Glacier National Park.

SECTION 10. Sewer Systems: Only individual sewage disposal systems, designed, located and constructed in accordance with the requirements, standards and recommendations of the Montana State Department of Health and the Flathead County Sanitation Department shall be permitted on each property. Prior to the construction or site preparation, the Lot Owner shall secure all permits from Flathead County and/or the State of Montana.

SECTION 11. Nuisances: No noxious or offensive activity shall be carried on or permitted upon any of the property, nor shall anything be done thereon which may be an annoyance or nuisance to the other property owners. By way of illustration, and not of limitation, the discharge of firearms and driving motorcycles or snowmobiles on a property may constitute a nuisance within the meaning hereof and, at the discretion of the Association, may be expressly prohibited. Provided however, driving motorized recreational vehicles to or from the Lots is allowed.

SECTION 12. Fences: All fencing, walls, or other barriers shall be subject to the review and approval of the AER Committee and shall be kept in good maintenance and repair.

SECTION 13. Vehicles: All vehicles shall be parked in garages or driveways and no vehicle shall be parked upon a common roadway. Each owner shall be responsible to see that visitors and guests park accordingly. Boats, campers and camper-trailers may be kept or stored on the properties but must be screened from view. The Association shall have the authority to promulgate rules and regulations for restricting the types and manner of use of vehicles which may be operated on roadways within the Property, including but not limited to motorcycles, motorbikes, snowmachines and four wheelers.

SECTION 14. Antennas, Poles and Other Structures: Radio, satellite dishes and other antennae are permitted. Fuel tanks must either be buried underground in compliance with all applicable State and Federal regulations or screened from view.

SECTION 15. Temporary Structures: No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be placed upon the property or be used on any property at any time as a residence, either temporarily or permanently. A construction trailer may be allowed, with prior approval of the AER Committee but only during the time of residential construction and must be promptly removed upon completion of construction. Guests of owners may park motor homes or recreational vehicles on the property of such owner and reside temporarily in such vehicles.





Any such use of a Lot for a period exceeding 60 days must be approved by the Board of Directors of the Association.

SECTION 16. Drainage Control: Reasonable precaution shall be taken during construction and thereafter, to prevent erosion and drainage problems. All disturbed soil areas shall be promptly re-vegetated in such fashion as to minimize erosion and weed introduction. Driveways shall be constructed so as not to interfere with drainage and shall include culverts of appropriate size to prevent obstruction of water flow. No construction or landscaping will be allowed that increases or changes the flow of water onto adjacent properties. The washing of mud or other debris from any property onto the common road shall be strictly controlled.

SECTION 17. Timber: Timber shall not be cut or sold on or from any property on a commercial basis, other than by the Declarant, although such timber and foliage may be cut and portions of said Lot cleared for improvement to the property for residential construction, views, animal pasture, or sound forest husbandry. No further cutting of trees is permitted within a 30 foot buffer or set-back zone surrounding each Lot, except to promote the health of the native forest or as provided in Section 18, below.

SECTION 18. Set-Back Areas: There shall be a protected set-back area (an area where no structures may be built or placed) around the entire perimeter of each Lot. The set-back area shall be 30 feet which shall be determined by measuring inward from a perpendicular to the exterior lot boundary line. There shall be no development within the setback areas including no removal of any trees larger than 6 inches in diameter when measured from a point 12 inches from the ground. The Declarant is excluded from this section removing trees in the course of developing each Lot. The AERC has the power to waive or modify compliance with this section on a case by case basis when a hardship is shown by the Lot owner. In addition, there is a no build zone shown on the face of the plat of Glacier Pines Subdivision encompassing the areas with slopes in excess of 30% on Lots 4, 5 and 6.

ARTICLE V HOMEOWNERS' ASSOCIATION

SECTION 1. Membership: Glacier Pines Homeowners Association, to be formed by Declarant, shall have as members the owner of each Lot in the development. Every person or entity who is the record owner of a fee or undivided fee interest in any Lot subject to assessment by the Association shall be a member of the Association; excepting however, any person or entity who has sold or is selling any such Lot under a contract for deed shall not qualify as a member of the Association. Every person or entity purchasing any Lot under a contract for deed shall be a member of the Association. The business of the Association shall be under the control of the Association's Board of Directors and its members, as set forth in the Association's By-laws.



The foregoing is not intended to include persons or entities who hold a beneficial interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot which is subject to the assessment by the Association. Ownership of such property shall be the sole qualification for membership. The Declarant shall be considered as the Lot owner for purposes of Association membership, and shall therefore be a member of the Association so long as the Declarant owns one or more Lots.

Members shall participate in the Association in the manner prescribed by the Articles and By-laws of the Association, and resolutions of the Association's Board of Directors. The primary purposes of the Association shall be to: (1) administer and enforce these Covenants; (2) to own, control, maintain, operate and improve the entrances, roads and trails which serve the subdivision and (3) to manage, maintain, and improve the common areas and any other property, real or personal which may be owned or acquired by the Association.

SECTION 2. Association Property: In the event any real or personal property is conveyed to or acquired by the Association, then every Owner shall have a right and easement of enjoyment in and to the Association Property which shall be appurtenant to and shall pass with the title to every Lot subject to:

The right of the Association to charge reasonable fees for, and to impose reasonable restrictions on the use, care, maintenance and improvement of said property.

The right of the Association to dedicate or transfer all or part of said property for such purposes and subject to such conditions as the Association may provide.

**ARTICLE VI
ASSESSMENT/COLLECTION**

SECTION 1. Assessment/Creation of Lien: In order to finance the costs of maintaining, repairing, operating and improving the roadway, emergency access, entrance areas; and other common areas, including snow removal and dust mitigation and including weed control on all common areas and easements, and other costs incurred in owning and operating the same and to enforce and administer these covenants, each Owner, by accepting a deed to, or land contract for the purchase of a Lot whether or not specifically so expressed in said conveying instrument, shall be deemed to agree and shall be bound to pay assessments established pursuant to the provisions of these covenants, which will include regular annual assessments and special assessments. Assessments, whether special or regular, may be collected on a monthly, quarterly, or yearly basis as determined by the

Board of Directors, together with interest, costs and reasonable attorney's fees incurred in the enforcement of the provisions of this article.

SECTION 2. Lien: Assessments, as provided herein, together with any interest costs, and reasonable attorney's fees incurred in collecting same, shall be a charge on each Owner's Lot and shall be a continuing lien against said property as of the date the assessment becomes delinquent. Said amount shall also be a personal obligation of the owner of the Lot at the time when said assessment becomes due.

SECTION 3. Purpose: Assessments shall be used to: (1) administer and enforce these Covenants; (2) own, control, maintain, operate and improve the entrances, roads and trails which serve the subdivision and (3) to manage, maintain, and improve the common areas and any other property, real or personal which may be owned or acquired by the Association.

SECTION 4. Assessments: The Board of Directors shall levy assessments to cover the annual association operating budget. The first year for which regular annual assessments shall be established and collected shall be the calendar year 2008.

SECTION 5. Uniform Rate: Regular annual assessments must be fixed at a uniform rate for all those lots with a home and those without a home. Initially the regular annual assessment for a lot with a home shall be \$200.00 and a lot without a home shall be \$100.00.

SECTION 6. Assessment Period/Due Date: Assessments as provided herein shall commence as against all lots on the 1st day of January 2008. The Board of Directors shall determine the amount of the regular annual assessment against each lot by December 15th of the preceding year. Commencing January 1, 2008, an assessment period shall consist of a calendar year. Written notice of the regular annual assessment shall be sent to every owner subject thereto. Upon an owner purchasing a Lot, his or her liability for regular assessments shall be prorated on a daily basis to the extent of the number of days remaining from date of purchase in any assessment period. Said proration shall be based on a 365 day year.

SECTION 7. Membership: Any assessment not paid by February 1, (30 days after the due date), shall bear interest from the due date at 10% per annum. The Association may bring an action against the owner of the property in default as and on the basis of an account due. Such assessment obligation shall be a personal obligation. In addition to the amount of the assessment and interest thereon, in the event of any such suit, the Association shall be entitled to all attorney's fees incurred and costs.

SECTION 8. Subordination of Assessment Lien: The lien of any assessment provided herein shall be subordinate to any purchase money security interest for a property acquired herein or construction lien for the construction of a residence herein when said lien secures the owners obligation for acquisition or construction.



ARTICLE VII
RESERVATION OF ROADWAY and UTILITY EASEMENT

Declarant hereby reserves and retains the right over, under, and across the private roadway, emergency access and pedestrian trail as it passes over, across and through each lot as more fully shown on the plat of Glacier Pines Subdivision for the purpose of ingress and egress to and from each property and for the purpose of locating, installing, erecting, constructing, maintaining or using underground electric and telephone lines and other utilities. The Declarant hereby declares that the roadways and trails are private in all respects and the easement hereby reserved and retained shall be conveyed by the Declarant to the Association and is intended to be dedicated for the use of the owners of the Lots and for public use as may be required by Flathead County and the association shall thereafter be the owner of and have control over the roadway.

All costs for extension of utilities and telephone lines from the private road to structures on a Lot shall be borne entirely by that property owner, and all such utilities shall be underground. Any Lot owner who shall place any building, improvement, shrub, hedge or tree on any easement right of way reserved herein shall be required without notice at the request of any other affected property owner the Declarant or utility company to remove such structure, improvement or vegetation if such removal shall facilitate installation, repair or maintenance of utilities or the roadway within said easement area.

ARTICLE VIII
TERM OF DECLARATION

The provisions of this declaration shall be binding for a term of twenty (20) years from the date of this Declaration after which time the Declaration shall automatically be extended for successive periods of ten (10) years unless there shall be recorded an instrument signed by the owners of 67% of the properties then subject to these covenants who agree to change this declaration in whole or in part.

ARTICLE IX
AMENDMENTS

This Declaration may be amended from time to time by recording an instrument in writing signed by the owners of at least 67% of the lots then in existence. Amendments to be effective must be recorded in the office of the Clerk and Recorder of Flathead County, Montana.



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**ARTICLE X
ENFORCEMENT**

SECTION 1. Who may enforce covenants: The Declarant, the Association, the AER Committee or any Lot owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants and amendments now or hereafter imposed pursuant to the provisions of this Declaration. The failure of the Declarant, the Association, the AER Committee or any owner to enforce any covenant or restriction herein contained shall not be deemed to be a waiver of the right to do so thereafter. The Declarant shall not have the duty to take any affirmative action to enforce any restrictive covenants nor shall it be subject to any liability for its failure to so act.

SECTION 2. Attorneys fees and costs: If any person or entity in Section 1 above commences legal proceedings in court to enforce any provisions of these covenants, the prevailing party in such action shall be entitled to recover from the other party reasonable attorneys fees and costs of said action.

SECTION 3. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the remaining provisions which shall remain in force and effect.

SECTION 4. Construction and binding effect: These covenants shall be construed pursuant to the laws of the State of Montana and shall be binding upon the heirs, successors and assigns of the parties hereto and time is of the essence in complying with these covenants.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.



CARLA MANGEL



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STATE OF MONTANA)
)ss.
County of Sheridan)

On this 25 day of ~~September~~^{October}, 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared CARLA MANGEL, known to me to be

person who executed the above instrument and whose name is subscribed to the within instrument and acknowledged to me she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.



Cory Benson
Notary Public for the State of Montana
Residing at Plentywood Montana
My Commission Expires 12/12/09

Cory Benson



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