

#6770

Return to:

Leufkens, LLC  
P.O. Box 1030  
Thompson Falls, MT 59873

### COVENANTS AND CONDITIONS OF SALISH SHORES IV, Replat, Phase 1

Whereas, the Declarant is the owner of all of the lots in Salish Shores IV Replat Phase 1, located in Section 15 and Section 22, Township 21, Range 29, Sanders County, Montana, TOGETHER WITH such additional contiguous properties as Declarant now owns or may acquire and develop.

Whereas, the Declarant has established a plan for phased development of the above-described property and contiguous properties.

Whereas, the Declarant desires to place covenants, conditions and restrictions on said lots for the use and benefit of themselves, as its present owners, and for the future owners thereof. These covenants shall also apply to subsequent phases of Salish Shores IV Replat.

Now, therefore, the Declarant does hereby declare that the property above-described shall be sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property, and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof. The word "lot" as used herein shall refer to each numbered lot of Salish Shores IV Replat Phase 1, and any lots in subsequent phases of Salish Shores IV Replat.

1. Compliance with Health Regulations: No activity on any lot shall be conducted in violation of any Montana State law, Montana State regulation, or local ordinance or regulation with respect to water supply, sewage disposal, sanitation, and air pollution. All sewage disposal systems shall conform to the requirements set forth in the Certificate of Subdivision Plat Approval dated 11/20/12, issued by the State of Montana, Department of Health and Environmental Sciences, number E.S. # 13-1126, or amendments or revisions thereof.

2. Waste Materials: No lot shall be used or maintained as a dumping or storage

area for rubbish, trash, garbage, brush or other waste. All trash, junk, garbage and other waste shall be kept in sanitary and rodent-proof containers. No automobiles, automobile bodies, motor vehicles or parts thereof may be left exposed to view from other lots in an inoperative condition except during a period not to exceed three (3) months while repairs are being made on such vehicle.

3. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not in unreasonable numbers. All such animals shall be contained within the boundary of the owner's lot. Vicious or barking dogs shall not be kept or maintained on any lot at any time.

4. Offensive Activity: No noxious or offensive activity shall be carried on or permitted upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood; nor shall the premises be used in any way for any purpose which shall endanger the health, safety or welfare or unreasonably disturb the residents of any lot. No materials or mechanical equipment shall be used in a manner detrimental to the residential use of the surrounding tracts because of vibration, noise, dust, smoke or odor.

5. Firearms: The discharging of firearms or hunting on any lot is strictly forbidden.

6. Equipment Storage: No commercial or industrial logging or construction equipment (including but not limited to crawlers, tractors, front-end loaders, skidders and farm tractors), nor any truck of greater than one-ton capacity may be stored or kept on any lot except during the period that such equipment is actively used in the improvement of the lot.

7. Commercial Activity: No trade, craft, business, professional, commercial or manufacturing activity of any kind shall be conducted or carried on upon any lot or within any building located on a lot except that arts, crafts or professions or hobbies conducted solely by family members occupying the residence shall be permissible so long as the activity is solely contained in a building and does not conflict with No. 4. No goods, equipment, material or supplies used in connection with any trade, service or business may be kept, parked, stored, dismantled or repaired on any lot or street within the subdivision.

8. Residential Use: Lots shall be used for single family residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any portion of any lot other than a single family private dwelling, of not more than two stories and at least 1,200 sq. ft. Residents shall have the right to the use of the boat ramp located in Salish Shores 2, Phase 1.

9. Building Standards: The following construction standards shall be followed for all residences placed on the premises:

a. All residential construction once begun shall be completed as to exterior

finish within 12 months after the start of construction.

b. Any home that has a metal undercarriage and bears a title and has not been previously sold or lived in (new), may be placed on any lot with the following restrictions. The home must have a width of at least 24 feet. The roof must have a pitch of at least 4/12 and a sidewall overhang of at least 12 inches and gable overhang of at least 12 inches. The home must be placed on a permanent cement foundation and have permanent steps.

c. Metal roofs shall be permitted only if they shall have been painted during the course of their manufacture. Bare aluminum, steel, galvanized surfaces or other metallic unpainted at factory surfaces, roofing or siding shall not be permitted.

d. A residential building, any appurtenance or outbuildings must be at least ten (10) feet from any adjoining lot line and at least ten (10) feet from the road right of way. An owner of two or more lots may use the outside lot lines for the set back and may build across the inside lot line. Insofar as is reasonably possible and financially practical for the lot owner, all garages and outbuildings shall conform in architectural design and exterior appearance to any residence on the same lot.

e. Each residence 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. If all or any portion of a residence is damaged or destroyed by fire or other casualty, the owner thereof shall with due diligence rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs and shall be completed within twelve (12) months after the damage occurs unless prevented by causes beyond the control of the owner. If the owner desires not to rebuild upon destruction of the residence, he shall remove all debris and maintain the lot in a presentable and orderly manner until rebuilding occurs.

10. Recreational Shelters: A single recreational vehicle or shelter such as a travel trailer, motor home or tent may be placed upon any lot and used for temporary recreational purposes so long as sanitary facilities are available on the lot and for a period not to exceed six (6) months during any calendar year until such time as a permanent residence is constructed. After the first anniversary of the start of construction of a principal residence on any lot there shall not be permitted any other form of temporary or recreational shelter although such shelters as are above named may be stored on the lots so long as they are not used for residential purposes.

11. Resubdivision: No lot may be divided. A change in boundary lines between adjacent lots shall not be considered a subdivision. Two or more contiguous lots may be combined to form an equal or fewer number of lots.

12. Water System: Water will be provided to each lot by Salish Shores Utility Corporation under the direction of the Montana Public Utility Commission.

Commencing with the sale of a lot, charges will be levied for the repair and replacement of any part of the water system, and for water, based upon the number of gallons used.

13. Private Road Maintenance: Upon the sale of a lot a yearly maintenance fee of one hundred dollars (\$100.00) will be levied against the lot to keep and maintain the road system.

These fees shall be payable to the Salish Shores Utility Corporation. Road maintenance will be performed to keep the roads passable by automobile 12 months of the year. Snow will be plowed in the winter, and the roads will be maintained. There will be a speed limit to promote safety and reduce dust, and the roads will be signed to restrict traffic to owners and their guests.

If the costs of maintenance, taxes, and improvement to the private road system exceed the amount of revenue generated by the \$100.00 minimum charge, then the excess expense shall be distributed pro-rata among the lots.

Delinquent maintenance and improvement fees shall constitute a lien against the real property. The lien shall be perfected by filing a Statement of Lien with the Sanders County Clerk and Recorder. The filing shall recite the name of the account, amount of the delinquency, the dates incurred and the real property affected. Any costs or attorney fees incurred in foreclosing the lien or collecting the delinquent maintenance and improvement fees shall be an additional charge against the user and the real property and collectable in the same manner as the delinquent maintenance and improvement charge.

The fees and assessments provided for herein are under the control of the Declarant. The Declarant has the right to transfer all rights and obligations incident to private road maintenance, without the consent of the lot owners.

### **TERM OF DECLARATION**

The provisions of this Declaration shall run with the land and be binding for a term of twenty (20) years from the date of this Declaration after which time the Declaration shall be automatically extended for successive periods of ten (10) years each unless there shall be recorded an instrument signed by the owners of 75% of the lots who agree to terminate these covenants.

### **AMENDMENT**

This Declaration may be amended by an instrument signed by the owners of 75% of the lots affected agreeing to such amendment excepting paragraphs 8, 11, 12, and 13. The charges relating to the water system under paragraph 12 shall be subject to change from time-to-time in accordance with the law of the State of Montana and Public Service Commission rules and regulations.

## ENFORCEMENT

The Declarant or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereinafter imposed pursuant to the provisions of this Declaration. The failure by the Declarant, or any owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. The Declarant shall have no duty to take any affirmative action to enforce any restrictive covenants, nor shall they be subject to any liability for their failure to so act.

If any person entitled to do so shall bring formal legal action to enforce any provision of this Agreement, the prevailing party to such action shall be entitled to recover from the other party reasonable attorney's fees and costs of the action.

It is hereby declared that the Sanders County Justice Court shall have original jurisdiction and be a proper forum for any enforcement action initiated hereunder.

## SEVERABILITY

Invalidation of any one of these covenants or restrictions by court order, judgement or decree shall in no way affect the remaining provisions which shall remain in full force and effect.

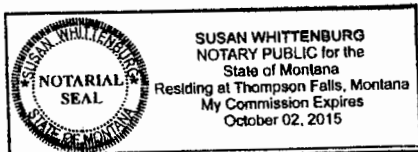
DATED this 30 day of August 2012.

Leufkens, LLC

Buddy J. Leufkens  
Buddy J. Leufkens, Manager

STATE OF MONTANA     )  
                                      :SS  
County of Sanders     )

This instrument was acknowledged before me on this 30 day of August 2012 by BUDDY J. LEUFKENS in his authorized capacity as Manager for Leufkens, LLC.



Susan Whittenburg  
Notary Public for the State of Montana

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STATE OF MONTANA SANDERS COUNTY  
RECORDED: 01/09/2013 4:29 KOI: SUBD DOCS  
JENNINE ROBBINS CLERK AND RECORDER  
FEE: \$5.00     BY: Brenda J. [Signature]  
TO: LEUFKENS LLC P.O. BOX 1030, THOMPSON FALLS, MT 59873