

After recording return to:

Vincent G. Rieger
Law Office of Vincent G. Rieger, P.C.
4 Meridian Court
Kalispell MT 59901

227112 BOOK: 332 RECORDS PAGE: 614 Pages: 11
STATE OF MONTANA LINCOLN COUNTY
RECORDED: 07/13/2010 10:40 KOI: COVENANTS
TAMMY D. LAUER CLERK AND RECORDER
FEE: \$77.00 BY: *Jeannie Stearns* Deputy
TO: VINCENT G. RIEGER, P.C. 4 MERIDIAN COURT, KALISPELL, MONT.

RESTATED
DECLARATION OF CONVENANTS, CONDITIONS AND RESTRICTIONS
AND
ROAD MAINTENANCE AGREEMENT
FOR
NORTH COUNTRY VIEW ESTATES *P.M. # 7032*

THIS RESTATED DECLARATION is made this 25TH day of JUNE, 2010.
by Silvertip Properties, LLP, a Montana limited liability partnership, whose mailing
address is P.O. Box 1477, Kalispell, Montana 59903 (the "Declarant").

WITNESSETH:

WHEREAS, on November 19, 2009, the Declarant's predecessor in interest, Fimian Enterprises, LLC, executed a Declaration of Covenants, Conditions and Restrictions for North Country View Estates (the "Declaration") restricting and protecting the property described on the Final Subdivision Plat of North Country View Estates. Said Declaration was recorded in the microfilm records of the office of the Clerk and Recorder of Lincoln County, Montana on December 17, 2009 at Book 329, Page 590.

WHEREAS, on December 1, 2007, the Declarant's predecessor in interest, Fimian Enterprises, LLC, executed a Subdivision Maintenance Agreement (the "Road Maintenance Agreement"). Said Road Maintenance Agreement was recorded in the microfilm records of the office of the Clerk and Recorder of Lincoln County, Montana on December 17, 2009 at Book 329, Page 589. Said Road Maintenance Agreement established and allocated the responsibility for road maintenance among the lot owners.

WHEREAS, Declarant, is currently the owner of one hundred percent (100%) of the real property described on the Final Subdivision Plat of North Country View Estates and is desirous of restating the Declaration and the Road Maintenance Agreement.

NOW, THEREFORE, Declarant hereby declares that the terms and conditions of this instrument shall supersede and replace in their entirety the Declaration and the Road

Maintenance Agreement and that the real property described herein shall be held, sold, and conveyed subject to the following conditions, covenants, restrictions, easements, and road maintenance agreement, all of which are for the purpose of protecting the value and desirability of the tracts encompassed thereby, and which shall run with the land and be binding on all parties having any right, title or interest in the described real property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

1. **DESCRIPTION.** The real property which is and shall be held, conveyed, transferred and sold subject to the covenants, conditions, restrictions, easements and road maintenance agreement set forth herein is situated in the County of Lincoln, State of Montana and is more particularly described as follows (the "Property"):

All of the property described on the Final Subdivision Plat of North Country View Estates (including Lots 1 through 12 and the Parkland), all of which is situated in the N ½ SW ¼ SW ¼ of Section 13, Township 37 North, Range 27 West, P.M.M., Lincoln County, Montana (the "Lots" and the "Parkland").

2. **DEFINITIONS.** "Owner" shall mean the record owner of a fee simple title to any Lot which is a part of the Property and shall also include contract buyers. The term "Owner" excludes those having such interests merely as security for the performance of an obligation.

3. **PURPOSE.** The Lots and the Property are hereby subjected to the covenants, conditions, restrictions, easements, and road maintenance agreement hereby declared to insure the best use and most appropriate development and improvement of each Lot; to protect the Owners against improper use of Lots that will depreciate the value of their Lots; to preserve the natural beauty of said real property; to guard against the erection thereof of structures built of improper or unsuitable materials; and to insure the highest and best use of the Property.

4. **RECIPROCAL EASEMENT.** Declarant hereby creates and reserves, for the benefit of all Owners, a sixty foot (60') reciprocal private road and utility easement on, over, and through and across Lots 1 through 12 which shall be for the benefit of all of the Lots, and the Owners thereof, their heirs, personal representatives, successors, assigns, tenants, employees, agents, customers and invitees, and said Lots shall be servient to the easement hereby created and reserved, and said easement shall be deemed appurtenant to the Lots benefited thereby. The sixty foot (60') private road and utility easement is depicted on the Final Subdivision Plat of North Country View Estates.

The above-described easement shall inure to the benefit, specifically, of each of the Lots described in or affected by the easement and shall be deemed to run with the land, and shall further inure to the benefit of the present and future Owners of said Lots, and all of said future Owners, and their heirs, personal representatives, successors, and assigns, and said Lots and Owners shall be subject to the aforesaid easement. Said easement shall and may be used in common by the Owners, and their permittees, without

any segregation of the easement because the same is located over and on any particular Lot or Lots, and the Owners and permittees of the Owners shall have the right of ingress and egress on the lands described, regardless of whether or not such Owners, or their permittees are using such easement on land owned by such Owner or lands owned by the other Owners.

The foregoing easement shall be deemed to have been created and reserved by Declarant for the benefit of the Lots (and not for general public use as a public right-of-way), whether or not conveyances of Lots specifically except or reserve the same.

No building, structure, barricade, fence or gate may be placed, erected or constructed within the easement area on any Lot, except curbs, paving, landscaping, lighting standards, driveways, sidewalks, walkways and other similar improvements which do not interfere with access, ingress and egress to and from said Lots.

5. **ROAD MAINTENANCE AGREEMENT.** Each Owner shall be assessed and shall be obligated to pay such Owner's Share of the costs and expenses of maintaining and repairing the private roadway running through the Property. As used herein, an "Owner's Share" shall be a fraction equal to one-twelfth (1/12) of the cost of maintenance and repairs.

6. **PARK.** Each Owner shall be assessed and shall be obligated to pay such Owner's Share of the costs and expenses of improving and maintaining the common area parkland designated on the Final Plat of the North Country View Estates (the "Park"). As used herein, an "Owner's Share" shall be a fraction equal to one-twelfth (1/12) of the cost of improvements and maintenance. The Park shall be a common area for the mutual benefit and enjoyment of the Owners, their tenants, invitees, and guests and shall be improved and maintained as determined by the Association. Within five (5) years from the date this instrument is recorded the Declarant shall convey the Park to the Association.

7. **OWNERS' ASSOCIATION.** Each Owner shall be a Member of the North Country View Estate's Owners' Association, a Montana not-for-profit corporation (the "Association"). Owners shall have one (1) vote for each Lot owned. Owners shall be subject to assessments by the Association as set forth herein.

8. **USE.**

- (a) Lots 5 and 12. Lots 5 and 12 are situated on U.S. Highway 93 and may be utilized for both residential and/or commercial purposes as detailed on Exhibit "A" which is attached hereto and incorporated by reference.
- (b) Lots 1, 2, 3, 4, 6, 7, 8, 9, 10 and 11. Lots 1, 2, 3, 4, 6, 7, 8, 9, 10 and 11 shall be used exclusively for single-family residences. In addition to their primary usage as single-family residences, such Lots may be used for home-based businesses that are either professional or home-office type in

nature and that generate minimal additional traffic and/or disturbance in the Property. If a professional or home-office type business is located on any Lot, the primary use of the real property must remain a single-family residence. No other use of said Lots shall be permitted. Said Lots shall be limited to improvements of one (1) home, one (1) guest house, and one (1) outbuilding as set forth below.

9. **CONSTRUCTION**. All construction shall be diligently prosecuted to completion, and shall be completed within eighteen (18) months of commencement. All residences must be at least twelve hundred (1,200) square feet in size, exclusive of the garage.

10. **SETBACKS**. All buildings and structures must be constructed in compliance with the following setbacks:

- (a) Front - 40'
- (b) Side - 15'
- (c) Rear - 15'

11. **SUBDIVISION**. There shall be no subdivision of the Lots and no part or portion of said Lots may be sold or transferred.

12. **NEW CONSTRUCTION**. All buildings or structures, erected, altered, placed or permitted on the Property shall be of new construction.

13. **MOBILE HOMES, TRAILERS, TEMPORARY AND PREFABRICATED STRUCTURES**.

- (a) House trailers and mobile homes, or any other prefabricated structures shall not be permitted on the Property.
- (b) Modular homes shall be permitted on the Property as long as the home rests upon a permanent concrete foundation which extends below the frost line and equals the outside dimensions of the residence.
- (c) Structures of a temporary nature or character such as recreational vehicles, tents, shacks, cabins or basements shall not be used as a permanent residence on the Lots. Temporary or seasonal use of recreational vehicles shall be permitted on the condition that appropriate arrangements are made for the disposal of sewage and gray water.

14. **GUEST HOMES**. One (1) guest home shall be permitted on each Lot on the condition that such guest home is at least six hundred (600) square feet and is of the same type construction and generally matches the architectural theme and colors of the primary residence.

15. **OUTBUILDINGS.** One (1) outbuilding such as a garage or shop shall be permitted on each Lot on the condition that such outbuilding is of the same type construction and generally matches the architectural theme and colors of the primary residence.

16. **EXTERIOR MAINTENANCE.** All Owners shall provide exterior maintenance upon such structures that are situated on their Lots. Maintenance shall include painting and repairing the structure, maintaining the lawn and grounds to preclude noxious weeds and other noxious growths; and not permitting refuse piles or other unsightly objects to accumulate or remain on the grounds.

17. **SIGNS.** No signs, billboards or advertising devices of any kind shall be displayed to the public view on Lots except for:

- (a) Lots 5 and 12. Two (2) signs of not more than twenty-four (24) square feet each advertising the commercial enterprises located thereon shall be permitted.
- (b) Lots 1, 2, 3, 4, 6, 7, 8, 9, 10 and 11.
 - (i) One (1) sign of not more than twelve (12) square feet advertising the real property for sale or rent shall be permitted.
 - (ii) One (1) sign of not more than twelve (12) square feet advertising the existence of a home-based business or professional occupation shall be permitted.
- (c) Declarant Exempt. The Declarant shall be exempt from these signage restrictions during the sales and construction period.

18. **FENCING.** Front yard fences shall not exceed three feet (3') in height. Side and rear yard fences shall not exceed six feet (6') in height.

19. **LIGHTING.**

- (a) All exterior lighting shall be full cut-off fixtures with the light source fully shielded, with the following exceptions:
 - (i) Holiday lights are exempt for the three (3) month period from November 1 to January 31.
 - (ii) Sensor activated lighting may be unshielded provided it is located in such a manner as to prevent direct glare and lighting into properties of others or into the public or private right-of-way, and provided the light is set to only go on when activated and go off

within five (5) minutes after activation has ceased, and the light shall not be triggered by activity off the property.

- (b) All exterior lighting shall not cause light trespass and shall be such as to protect adjacent properties from glare and excessive lighting.
- (c) All non-essential exterior commercial and residential lighting is encouraged to be turned off after business hours and/or not when in use. Lights on a timer are encouraged. Sensor activated lights are encouraged for security purposes.
- (d) Uplighting is prohibited, except in cases where the fixture is shielded by a roof overhang or similar structural shield from the sky.

20. **MOTOR VEHICLES.** Motor vehicles shall not be parked on or alongside the private roadway for more than seventy two (72) hours. Inoperative motor vehicles shall be removed from the private roadway within seventy two (72) hours of breakdown. The Owners shall allow no unlicensed, unsightly, or inoperable motor vehicles, bodies, or parts to remain in public view or the view of the Owners.

21. **ANIMALS.** Animals shall be permitted on the Lots as follows:

- (a) Domestic pets, such as dogs and cats, shall be allowed so long as they do not constitute a nuisance or annoyance to the Owners.
- (b) Horses, mules, donkeys, llamas, alpacas, cows, pigs, hogs, and poultry or the like shall not be permitted on Lots.

22. **NOXIOUS WEED CONTROL.** The Owners shall control noxious weeds on their Lots. The following minimum weed control measures shall be taken:

- (a) Existing topsoil shall be stripped and stockpiled wherever soil is to be disturbed for excavation, construction, and driveways.
- (b) Topsoil shall be replaced on all disturbed areas. Upon replacing the topsoil the disturbed areas shall be seeded with native or commercial grass.
- (c) Any offsite topsoil imported shall be inspected for noxious weeds prior to delivery to the real property.

23. **NUISANCES.** No noxious or offensive activity shall be carried on or permitted upon the Lots nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

24. **GARBAGE AND REFUSE DISPOSAL.** Lots shall not be used or maintained as a dumping ground for rubbish, trash, garbage or waste and such items shall not be kept, except in sanitary receptacles. Owners shall provide suitable containers for the temporary storage and disposal of refuse. All receptacles for storage or disposal of such materials shall be kept in clean and sanitary condition and shall be screened from public view.

25. **SEPTIC SYSTEMS.** No individual septic system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Montana Department of Environmental Quality, the Lincoln County Sanitarian and any other local authority with jurisdiction.

26. **UNDERGROUND UTILITIES.** All utility service lines shall be installed and located underground.

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

28. **REMEDIES FOR NONPAYMENT OF ASSESSMENT.** Any assessment which is not paid within thirty (30) days after its due date will be delinquent. In the event that an assessment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

- (a) Assess a late charge for each delinquency at uniform rates set by the Board of Directors from time to time;
- (b) Charge interest from the date of delinquency at the maximum rate permitted under Montana law;
- (c) Suspend the voting rights of the Owner during any period of delinquency;
- (d) Accelerate all remaining assessment installments of the delinquent Owner for the fiscal year in question so that unpaid assessments for the remainder of the fiscal year will be due and payable at once;
- (e) Bring an action at law against any Owner personally obligated to pay the delinquent assessment;
- (f) File a lien with the Lincoln County Clerk and Recorder with respect of the Lot and foreclose such lien as set forth in more detail below.
- (g) The remedies provided under this Restated Declaration will not be exclusive, and the Association may enforce any other remedies to collect delinquent assessments as may be provided by law.

(h) Any Assessment chargeable to a Lot will constitute a lien, effective the due date of the Assessment. To evidence the lien, the Association may, but will not be obligated to, prepare a written lien with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Association, and the delinquent assessment amounts then owing. Any such statement will be duly signed and acknowledged by an officer or Director of the Association and will be served upon the Owner by mail to the last known address of such Owner or at such other address as the Association may have in its records for the Owner. At least ten days after the Association mails the statement to the Owner, the Association may record the lien in the office of the Clerk and Recorder of Lincoln County, Montana. Thirty (30) days following the mailing of such notice to the Owner, the Association may proceed to foreclose the lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Montana.

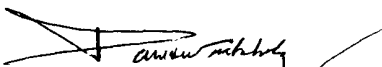
29. **DURATION OF COVENANTS.** The conditions, covenants, and restrictions of this Declaration shall run with and bind the real property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

30. **AMENDMENT.** This Declaration may be amended at any time by the consent of sixty five percent (65%) of the Owners. Such consent shall be given at a vote of the Owners at a meeting held after not less than thirty (30) days prior written notice of such meeting and the purpose thereof has been sent by certified mail, return receipt requested to the last known address of each such Owner. All amendments hereto shall be recorded in the office of the Clerk and Recorder of Lincoln County, Montana.

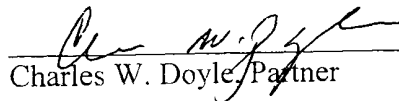
31. **LIABILITY OF DECLARANT.** Declarant shall have no liability for any of its actions or failures to act nor for any actions or failures to act of any of the Owners. The relationship between the Declarant and the Owners shall be deemed to be that of separate entities, and not that of principal and agent, partnership, or joint venture.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first above written.

SILVERTIP PROPERTIES, LLP



Paul D. Wachholz, Partner



Charles W. Doyle, Partner

STATE OF MONTANA)
 :SS
County of Flathead)

This instrument was acknowledged before me on this 25th day of June, 2010, by Paul D. Wachholz as a Partner of Silvertip Properties, LLP.



[Signature]
Signature of Notary Public
Barbara Keckfuss
Printed Name of Notary Public
Notary Public for the State of Montana
Residing at Kalispell, Montana
My commission expires: 08-11-2013

STATE OF MONTANA)
 :SS
County of Flathead)

This instrument was acknowledged before me on this 25th day of June, 2010, by Charles W. Doyle as a Partner of Silvertip Properties, LLP.



[Signature]
Signature of Notary Public
Barbara Keckfuss
Printed Name of Notary Public
Notary Public for the State of Montana
Residing at Kalispell, Montana
My commission expires: 08-11-2013

EXHIBIT A

PERMITTED USES ON LOTS 5 AND 12

Commercial activities and uses are permitted on Lots 5 and 12 in accordance with the following guidelines:

General Intent.

These Lots are intended for retail sales and service functions and businesses whose operations are typically characterized by outdoor display, storage and/or sale of merchandise, and by outdoor commercial and recreational activities. The permitted businesses would also serve the general needs of the tourist and traveler.

These types of uses depend on the proximity to major streets and arterials.

Permitted Uses. The following uses shall be permitted on Lots 5 and 12.

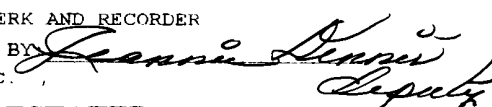
- (1.) Appliance distributors, wholesale/repair.
- (2.) Athletic club.
- (3.) Automobile sales.
- (4.) Automobile rental agency.
- (5.) Automobile repair garages, excluding body shops.
- (6.) Bakery/deli, wholesale and retail, less than 1,500 square feet manufacturing area.
- (7.) Banks, savings and loans, finance companies.
- (8.) Barber and beauty services.
- (9.) Boat sales, new and used.
- (10.) Building materials, storage/sale, including lumber yards.
- (11.) Catering establishments.
- (12.) Church/worship/parish/Sunday school buildings.
- (13.) Dairy bar/ice cream manufacturing, retail on premise.
- (14.) Day Care Centers.
- (15.) Dwelling, Duplex.
- (16.) Dwelling, Single Family.
- (17.) Electrical sales and contracting companies.
- (18.) Food stores, retail/under 3,000 square feet.
- (19.) Garden supplies, retail sales.
- (20.) Heating, ventilating, air conditioning (HVAC)/sheet metal shop, sales/service.
- (21.) Janitor supplies/services/contracting.
- (22.) Launderette/dry cleaning, customer self-service.
- (23.) Laundries/dry cleaning plants.
- (24.) Light assembly.
- (25.) Liquor Store.
- (26.) Locksmiths or gunsmiths.

- (27.) Manufactured home sales lot.
- (28.) Massage parlor.
- (29.) Music education with related performance and limited sales.
- (30.) Newspaper office.
- (31.) Nursery, landscape materials.
- (32.) Office, professional/governmental.
- (33.) Pawn shops (no outside storage/display).
- (34.) Plumbing/heating materials, retail/service only.
- (35.) Plumbing shop and yard.
- (36.) Prepared food delivery facilities.
- (37.) Printing/pub/reproduction/blueprinting/photostating establishment.
- (38.) Produce stand.
- (39.) Radiator repair.
- (40.) Real estate sales offices.
- (41.) Rental service stores and yards.
- (42.) Repair/service-office/household equipment.
- (43.) Restaurants.
- (44.) Retail business.
- (45.) RV Sales.
- (46.) Shoe repair.
- (47.) Ski rental shop.
- (48.) Small engine sales, service and repair (lawn mowers, saws).
- (49.) Take and bake prepared food facility.
- (50.) Taxidermist.
- (51.) Telecommunication companies and/or radio common carriers.
- (52.) Tire dealer, alignment center.
- (53.) Trailer sales areas.
- (54.) Travel agency.
- (55.) Upholstery shop.

The maximum height of any improvement on Lots 5 and 12 shall not exceed forty feet (40').

After recording return to:

Vincent G. Rieger
Law Office of Vincent G. Rieger, P.C.
4 Meridian Court
Kalispell, MT 59901

250103 BOOK: 352 RECORDS PAGE: 61 Pages: 14
STATE OF MONTANA LINCOLN COUNTY
RECORDED: 02/19/2014 9:30 KOI: COVENANTS
TAMMY D. LAUER CLERK AND RECORDER
FEE: \$98.00 BY 
FOR: VINCENT RIEGER P.C.

RESTATED
DECLARATION OF CONVENANTS, CONDITIONS AND RESTRICTIONS
AND
ROAD MAINTENANCE AGREEMENT
AND
MULTI-USER WATER SYSTEM AGREEMENT
FOR
NORTH COUNTRY VIEW ESTATES

THIS RESTATED DECLARATION is made this 13th day of February, 2014,
by Silvertip Properties, LLP, a Montana limited liability partnership, whose mailing
address is P.O. Box 1477, Kalispell, Montana 59903 (the "Declarant").

WITNESSETH:

WHEREAS, on June 25, 2010, Declarant executed a Restated Declaration of
Covenants, Conditions and Restrictions and Road Maintenance Agreement for North
Country View Estates (the "2010 Declaration") restricting and protecting the property
described on the Final Subdivision Plat of North Country View Estates. Said Declaration
was recorded in the microfilm records of the office of the Clerk and Recorder of Lincoln
County, Montana on July 13, 2010 at Book 332, Page 614.

WHEREAS, on November 19, 2009, the Declarant's predecessor in interest,
Fimian Enterprises, LLC, executed a Declaration of Covenants, Conditions and
Restrictions for North Country View Estates (the "2009 Declaration") restricting and
protecting the property described on the Final Subdivision Plat of North Country View
Estates. Said Declaration was recorded in the microfilm records of the office of the Clerk
and Recorder of Lincoln County, Montana on December 17, 2009 at Book 329, Page 590.

WHEREAS, on December 1, 2007, the Declarant's predecessor in interest,
Fimian Enterprises, LLC, executed a Subdivision Maintenance Agreement (the "Road
Maintenance Agreement"). Said Road Maintenance Agreement was recorded in the
microfilm records of the office of the Clerk and Recorder of Lincoln County, Montana on

December 17, 2009 at Book 329, Page 589. Said Road Maintenance Agreement established and allocated the responsibility for road maintenance among the lot owners.

WHEREAS, Declarant, is currently the owner of one hundred percent (100%) of the real property described on the Final Subdivision Plat of North Country View Estates and is desirous of restating the 2010 Declaration.

NOW, THEREFORE, Declarant hereby declares that the terms and conditions of this instrument shall supersede and replace in their entirety the 2010 Declaration, the 2009 Declaration and the Road Maintenance Agreement and that the real property described herein shall be held, sold, and conveyed subject to the following conditions, covenants, restrictions, easements, road maintenance agreement, and multi-user water system agreement, all of which are for the purpose of protecting the value and desirability of the tracts encompassed thereby, and which shall run with the land and be binding on all parties having any right, title or interest in the described real property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

1. **DESCRIPTION.** The real property which is and shall be held, conveyed, transferred and sold subject to the covenants, conditions, restrictions, easements and road maintenance agreement set forth herein is situated in the County of Lincoln, State of Montana and is more particularly described as follows (the "Property"):

All of the property described on the Final Subdivision Plat of North Country View Estates (including Lots 1 through 12 and the Parkland), all of which is situated in the N ½ SW ¼ SW ¼ of Section 13, Township 37 North, Range 27 West, P.M.M., Lincoln County, Montana (the "Lots" and the "Parkland").

2. **DEFINITIONS.** "Owner" shall mean the record owner of a fee simple title to any Lot which is a part of the Property and shall also include contract buyers. The term "Owner" excludes those having such interests merely as security for the performance of an obligation.

3. **PURPOSE.** The Lots and the Property are hereby subjected to the covenants, conditions, restrictions, easements, road maintenance agreement, and multi-user water system agreement, hereby declared to insure the best use and most appropriate development and improvement of each Lot; to protect the Owners against improper use of Lots that will depreciate the value of their Lots; to preserve the natural beauty of said real property; to guard against the erection thereof of structures built of improper or unsuitable materials; and to insure the highest and best use of the Property.

4. **RECIPROCAL EASEMENT.** Declarant hereby creates and reserves, for the benefit of all Owners, a sixty foot (60') reciprocal private road and utility easement on, over, and through and across Lots 1 through 12 which shall be for the benefit of all of the Lots, and the Owners thereof, their heirs, personal representatives, successors, assigns, tenants, employees, agents, customers and invitees, and said Lots

shall be servient to the easement hereby created and reserved, and said easement shall be deemed appurtenant to the Lots benefited thereby. The sixty foot (60') private road and utility easement is depicted on the Final Subdivision Plat of North Country View Estates.

The above-described easement shall inure to the benefit, specifically, of each of the Lots described in or affected by the easement and shall be deemed to run with the land, and shall further inure to the benefit of the present and future Owners of said Lots, and all of said future Owners, and their heirs, personal representatives, successors, and assigns, and said Lots and Owners shall be subject to the aforesaid easement. Said easement shall and may be used in common by the Owners, and their permittees, without any segregation of the easement because the same is located over and on any particular Lot or Lots, and the Owners and permittees of the Owners shall have the right of ingress and egress on the lands described, regardless of whether or not such Owners, or their permittees are using such easement on land owned by such Owner or lands owned by the other Owners.

The foregoing easement shall be deemed to have been created and reserved by Declarant for the benefit of the Lots (and not for general public use as a public right-of-way), whether or not conveyances of Lots specifically except or reserve the same.

No building, structure, barricade, fence or gate may be placed, erected or constructed within the easement area on any Lot, except curbs, paving, landscaping, lighting standards, driveways, sidewalks, walkways and other similar improvements which do not interfere with access, ingress and egress to and from said Lots.

5. **ROAD MAINTENANCE AGREEMENT.** Each Owner shall be assessed and shall be obligated to pay such Owner's Share of the costs and expenses of maintaining and repairing the private roadway running through the Property. As used herein, an "Owner's Share" shall be a fraction equal to one-twelfth (1/12) of the cost of maintenance and repairs.

6. **MULTI-USER WATER SYSTEM.** The Declarant has constructed an approved multi-user domestic water system for the benefit of Lots 1 through 4 and 6 through 11 (the "Multi-User Water System"). Lots 5 and 12 shall each have individual wells and shall not be entitled to hookup to the Multi-User Water System nor shall the Owners of such Lots be assessed for maintenance or other costs associated with the Multi-User Water System. Notwithstanding the requirement that Lot 12 have an independent well, the multi-user well is located on Lot 12 and certain easements and a well isolation zone shall be established as set forth below. The following subparagraphs set forth the rights and obligations of the Owners with respect to the Multi-User Water System:

- (a) **Capacity – Domestic and Irrigation Limitations.** The Multi-User Water System and corresponding water rights are rated/limited at a maximum of 35 gallons per minute ("GPM") and 10 acre feet per year. For outdoor irrigation, each Lot serviced by the Multi-User Water System shall be

limited to a maximum volume 1 ½" of water per week for up to one-half of an acre for 12 weeks per annum. Automatic sprinkler systems shall be equipped with a water sense labeled irrigation controller with rain sensors to reduce water usage.

- (b) Management. The Association shall manage the Multi-User Water System and shall be responsible for all required maintenance and repairs. The Multi-User Water System shall be kept in good condition and repair at all times and shall be maintained and operated in conformance with all state or local laws.
- (c) Assessments. The Owners of Lots 1 through 4 and 6 through 11 shall be assessed in equal amounts (1/10 each) for all costs related to or associated with the Multi-User Water System. The assessments related to the Multi-User Water System shall be separately accounted for from the general or any other assessments of the Association. The Owners of Lots 5 and 12 are exempt from assessments related to the Multi-User Water System.
- (d) Testing and Inspection. The Multi-User Water System shall be inspected by a licensed engineer as required by all state or local laws or regulations. The Association shall file all required forms and inspection reports with the state and local entities having jurisdiction over the Multi-User Water System.
- (e) Vacuum Breakers. All lawn hydrants and outdoor hose bibs installed on any Lot must have vacuum breakers.
- (f) Private Components. All valves, piping, and other equipment beyond the service riser on the Lots are the property of and the responsibility of the Lot Owners.
- (g) Ownership. Within five (5) years from the date of recording this Restated Declaration, the Declarant shall convey all right, title and interest in the Multi-User Water System to the Association. Additionally, at the time of such conveyance, the water rights associated with the Multi-User Water System shall be assigned and transferred to the Association.
- (h) Easements. Declarant hereby creates and reserves for the benefit of Lots 1 through 4 and 6 through 11 a reciprocal private utility easement for the installation, maintenance, and repair of the well, water piping, and all other equipment necessary or beneficial to make the Multi-User Water System functional and such easement shall inure to the benefit of the specified Lots and the Owners thereof, their heirs, personal representatives, successors, assigns, tenants, employees, agents, customers and invitees, and said Lots shall be servient to the easement hereby created and reserved, and said easement shall be deemed appurtenant to the Lots

benefited thereby. The location and dimensions of the easement is shown on Exhibit "B" which is attached hereto.

- (i) Well Isolation Zone. No septic drain field or any other type of waste disposal system and no toxic substance shall be placed or used within 100' of the Multi-User Water System wellhead located in the southeast corner of Lot 12. No activity which may endanger or impair water quality shall take place within 100' of the wellhead. The location and dimensions of the well isolation zone is shown on Exhibit "B" which is attached hereto.

7. **PARK.** Each Owner shall be assessed and shall be obligated to pay such Owner's Share of the costs and expenses of improving and maintaining the common area parkland designated on the Final Plat of the North Country View Estates (the "Park"). As used herein, an "Owner's Share" shall be a fraction equal to one-twelfth (1/12) of the cost of improvements and maintenance. The Park shall be a common area for the mutual benefit and enjoyment of the Owners, their tenants, invitees, and guests and shall be improved and maintained as determined by the Association. Within five (5) years from the date this instrument is recorded the Declarant shall convey the Park to the Association.

8. **OWNERS' ASSOCIATION.** Each Owner shall be a Member of the North Country View Estate's Owners' Association, a Montana not-for-profit corporation (the "Association"). Owners shall have one (1) vote for each Lot owned. Owners shall be subject to assessments by the Association as set forth herein. Except as provided above in relation to the Multi-User Water System, all Lots shall be assessed in equal amounts, regardless of size or location.

9. **USE.**

- (a) Lots 5 and 12. Lots 5 and 12 are situated on U.S. Highway 93 and may be utilized for both residential and/or commercial purposes as detailed on Exhibit "A" which is attached hereto and incorporated by reference.
- (b) Lots 1, 2, 3, 4, 6, 7, 8, 9, 10 and 11. Lots 1, 2, 3, 4, 6, 7, 8, 9, 10 and 11 shall be used exclusively for single-family residences. In addition to their primary usage as single-family residences, such Lots may be used for home-based businesses that are either professional or home-office type in nature and that generate minimal additional traffic and/or disturbance in the Property. If a professional or home-office type business is located on any Lot, the primary use of the real property must remain a single-family residence. No other use of said Lots shall be permitted. Said Lots shall be limited to improvements of one (1) home, one (1) guest house, and one (1) outbuilding as set forth below.

10. **CONSTRUCTION.** All construction shall be diligently prosecuted to completion, and shall be completed within eighteen (18) months of commencement. All

residences must be at least twelve hundred (1,200) square feet in size, exclusive of the garage.

11. **SETBACKS.** All buildings and structures must be constructed in compliance with the following setbacks:

- (a) Front - 40'
- (b) Side - 15'
- (c) Rear - 15'

12. **SUBDIVISION.** There shall be no subdivision of the Lots and no part or portion of said Lots may be sold or transferred.

13. **NEW CONSTRUCTION.** All buildings or structures, erected, altered, placed or permitted on the Property shall be of new construction.

14. **MOBILE HOMES, TRAILERS, TEMPORARY AND PREFABRICATED STRUCTURES.**

- (a) House trailers and mobile homes, or any other prefabricated structures shall not be permitted on the Property.
- (b) Modular homes shall be permitted on the Property as long as the home rests upon a permanent concrete foundation which extends below the frost line and equals the outside dimensions of the residence.
- (c) Structures of a temporary nature or character such as recreational vehicles, tents, shacks, cabins or basements shall not be used as a permanent residence on the Lots. Temporary or seasonal use of recreational vehicles shall be permitted on the condition that appropriate arrangements are made for the disposal of sewage and gray water.

15. **GUEST HOMES.** One (1) guest home shall be permitted on each Lot on the condition that such guest home is at least six hundred (600) square feet and is of the same type construction and generally matches the architectural theme and colors of the primary residence.

16. **OUTBUILDINGS.** One (1) outbuilding such as a garage or shop shall be permitted on each Lot on the condition that such outbuilding is of the same type construction and generally matches the architectural theme and colors of the primary residence.

17. **EXTERIOR MAINTENANCE.** All Owners shall provide exterior maintenance upon such structures that are situated on their Lots. Maintenance shall include painting and repairing the structure, maintaining the lawn and grounds to

preclude noxious weeds and other noxious growths; and not permitting refuse piles or other unsightly objects to accumulate or remain on the grounds.

18. **SIGNS.** No signs, billboards or advertising devices of any kind shall be displayed to the public view on Lots except for:

- (a) Lots 5 and 12. Two (2) signs of not more than twenty-four (24) square feet each advertising the commercial enterprises located thereon shall be permitted.
- (b) Lots 1, 2, 3, 4, 6, 7, 8, 9, 10 and 11.
 - (i) One (1) sign of not more than twelve (12) square feet advertising the real property for sale or rent shall be permitted.
 - (ii) One (1) sign of not more than twelve (12) square feet advertising the existence of a home-based business or professional occupation shall be permitted.
- (c) Declarant Exempt. The Declarant shall be exempt from these signage restrictions during the sales and construction period.

19. **FENCING.** Front yard fences shall not exceed three feet (3') in height. Side and rear yard fences shall not exceed six feet (6') in height.

20. **LIGHTING.**

- (a) All exterior lighting shall be full cut-off fixtures with the light source fully shielded, with the following exceptions:
 - (i) Holiday lights are exempt for the three (3) month period from November 1 to January 31.
 - (ii) Sensor activated lighting may be unshielded provided it is located in such a manner as to prevent direct glare and lighting into properties of others or into the public or private right-of-way, and provided the light is set to only go on when activated and go off within five (5) minutes after activation has ceased, and the light shall not be triggered by activity off the property.
- (b) All exterior lighting shall not cause light trespass and shall be such as to protect adjacent properties from glare and excessive lighting.
- (c) All non-essential exterior commercial and residential lighting is encouraged to be turned off after business hours and/or not when in use.

Lights on a timer are encouraged. Sensor activated lights are encouraged for security purposes.

- (d) Uplighting is prohibited, except in cases where the fixture is shielded by a roof overhang or similar structural shield from the sky.

21. **MOTOR VEHICLES.** Motor vehicles shall not be parked on or alongside the private roadway for more than seventy two (72) hours. Inoperative motor vehicles shall be removed from the private roadway within seventy two (72) hours of breakdown. The Owners shall allow no unlicensed, unsightly, or inoperable motor vehicles, bodies, or parts to remain in public view or the view of the Owners.

22. **ANIMALS.** Animals shall be permitted on the Lots as follows:

- (a) Domestic pets, such as dogs and cats, shall be allowed so long as they do not constitute a nuisance or annoyance to the Owners.
- (b) Horses, mules, donkeys, llamas, alpacas, cows, pigs, hogs, and poultry or the like shall not be permitted on Lots.

23. **NOXIOUS WEED CONTROL.** The Owners shall control noxious weeds on their Lots. The following minimum weed control measures shall be taken:

- (a) Existing topsoil shall be stripped and stockpiled wherever soil is to be disturbed for excavation, construction, and driveways.
- (b) Topsoil shall be replaced on all disturbed areas. Upon replacing the topsoil the disturbed areas shall be seeded with native or commercial grass.
- (c) Any offsite topsoil imported shall be inspected for noxious weeds prior to delivery to the real property.

24. **NUISANCES.** No noxious or offensive activity shall be carried on or permitted upon the Lots nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

25. **GARBAGE AND REFUSE DISPOSAL.** Lots shall not be used or maintained as a dumping ground for rubbish, trash, garbage or waste and such items shall not be kept, except in sanitary receptacles. Owners shall provide suitable containers for the temporary storage and disposal of refuse. All receptacles for storage or disposal of such materials shall be kept in clean and sanitary condition and shall be screened from public view.

26. **SEPTIC SYSTEMS.** No individual septic system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the

requirements, standards and recommendations of the Montana Department of Environmental Quality, the Lincoln County Sanitarian and any other local authority with jurisdiction.

27. **UNDERGROUND UTILITIES.** All utility service lines shall be installed and located underground.

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

29. **REMEDIES FOR NONPAYMENT OF ASSESSMENT.** Any assessment which is not paid within thirty (30) days after its due date will be delinquent. In the event that an assessment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

- (a) Assess a late charge for each delinquency at uniform rates set by the Board of Directors from time to time;
- (b) Charge interest from the date of delinquency at the maximum rate permitted under Montana law;
- (c) Suspend the voting rights of the Owner during any period of delinquency;
- (d) Accelerate all remaining assessment installments of the delinquent Owner for the fiscal year in question so that unpaid assessments for the remainder of the fiscal year will be due and payable at once;
- (e) Bring an action at law against any Owner personally obligated to pay the delinquent assessment;
- (f) File a lien with the Lincoln County Clerk and Recorder with respect of the Lot and foreclose such lien as set forth in more detail below.
- (g) The remedies provided under this Restated Declaration will not be exclusive, and the Association may enforce any other remedies to collect delinquent assessments as may be provided by law.
- (h) Any Assessment chargeable to a Lot will constitute a lien, effective the due date of the Assessment. To evidence the lien, the Association may, but will not be obligated to, prepare a written lien with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Association, and the delinquent assessment amounts then owing. Any such statement will be duly signed and acknowledged by an officer or Director of the Association and will be served upon the Owner by mail to the last known address of such Owner or at such other address

as the Association may have in its records for the Owner. At least ten days after the Association mails the statement to the Owner, the Association may record the lien in the office of the Clerk and Recorder of Lincoln County, Montana. Thirty (30) days following the mailing of such notice to the Owner, the Association may proceed to foreclose the lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Montana.

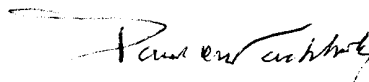
30. **DURATION OF COVENANTS.** The conditions, covenants, and restrictions of this Declaration shall run with and bind the real property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

31. **AMENDMENT.** This Declaration may be amended at any time by the consent of sixty five percent (65%) of the Owners. Such consent shall be given at a vote of the Owners at a meeting held after not less than thirty (30) days prior written notice of such meeting and the purpose thereof has been sent by certified mail, return receipt requested to the last known address of each such Owner. All amendments hereto shall be recorded in the office of the Clerk and Recorder of Lincoln County, Montana.

32. **LIABILITY OF DECLARANT.** Declarant shall have no liability for any of its actions or failures to act nor for any actions or failures to act of any of the Owners. The relationship between the Declarant and the Owners shall be deemed to be that of separate entities, and not that of principal and agent, partnership, or joint venture.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first above written.

SILVERTIP PROPERTIES, LLP



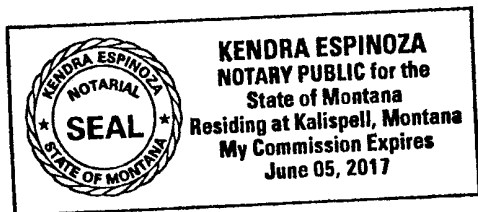
Paul D. Wachholz, Managing Partner

STATE OF MONTANA)

:SS

County of ~~Flathead~~)
Flathead

This instrument was acknowledged before me on this 13th day of February,
2013, by Paul D. Wachholz as the Managing Partner of Silvertip Properties, LLP.
2014 K.



[Signature]
Signature of Notary Public

Printed Name of Notary Public

Notary Public for the State of Montana

Residing at _____, Montana

My commission expires: _____

EXHIBIT A

PERMITTED USES ON LOTS 5 AND 12

Commercial activities and uses are permitted on Lots 5 and 12 in accordance with the following guidelines:

General Intent.

These Lots are intended for retail sales and service functions and businesses whose operations are typically characterized by outdoor display, storage and/or sale of merchandise, and by outdoor commercial and recreational activities. The permitted businesses would also serve the general needs of the tourist and traveler.

These types of uses depend on the proximity to major streets and arterials.

Permitted Uses. The following uses shall be permitted on Lots 5 and 12.

- (1.) Appliance distributors, wholesale/repair.
- (2.) Athletic club.
- (3.) Automobile sales.
- (4.) Automobile rental agency.
- (5.) Automobile repair garages, excluding body shops.
- (6.) Bakery/deli, wholesale and retail, less than 1,500 square feet manufacturing area.
- (7.) Banks, savings and loans, finance companies.
- (8.) Barber and beauty services.
- (9.) Boat sales, new and used.
- (10.) Building materials, storage/sale, including lumber yards.
- (11.) Catering establishments.
- (12.) Church/worship/parish/Sunday school buildings.
- (13.) Dairy bar/ice cream manufacturing, retail on premise.
- (14.) Day Care Centers.
- (15.) Dwelling, Duplex.
- (16.) Dwelling, Single Family.
- (17.) Electrical sales and contracting companies.
- (18.) Food stores, retail/under 3,000 square feet.
- (19.) Garden supplies, retail sales.
- (20.) Heating, ventilating, air conditioning (HVAC)/sheet metal shop, sales/service.
- (21.) Janitor supplies/services/contracting.
- (22.) Launderette/dry cleaning, customer self-service.
- (23.) Laundries/dry cleaning plants.
- (24.) Light assembly.
- (25.) Liquor Store.
- (26.) Locksmiths or gunsmiths.

- (27.) Manufactured home sales lot.
- (28.) Massage parlor.
- (29.) Music education with related performance and limited sales.
- (30.) Newspaper office.
- (31.) Nursery, landscape materials.
- (32.) Office, professional/governmental.
- (33.) Pawn shops (no outside storage/display).
- (34.) Plumbing/heating materials, retail/service only.
- (35.) Plumbing shop and yard.
- (36.) Prepared food delivery facilities.
- (37.) Printing/pub/reproduction/blueprinting/photostating establishment.
- (38.) Produce stand.
- (39.) Radiator repair.
- (40.) Real estate sales offices.
- (41.) Rental service stores and yards.
- (42.) Repair/service-office/household equipment.
- (43.) Restaurants.
- (44.) Retail business.
- (45.) RV Sales.
- (46.) Shoe repair.
- (47.) Ski rental shop.
- (48.) Small engine sales, service and repair (lawn mowers, saws).
- (49.) Take and bake prepared food facility.
- (50.) Taxidermist.
- (51.) Telecommunication companies and/or radio common carriers.
- (52.) Tire dealer, alignment center.
- (53.) Trailer sales areas.
- (54.) Travel agency.
- (55.) Upholstery shop.

The maximum height of any improvement on Lots 5 and 12 shall not exceed forty feet (40').