

SUBDIVISION PLAT
OF

ISLAND PARK
SANDERS COUNTY, MONTANA

IN SECS. 16, 21 & 22, T.24N., R.31W., P.M.1.

CERTIFICATE OF CORRECTNESS

I, the undersigned, being duly sworn, do hereby certify that the above described plat is a true and correct copy of the original as filed in the office of the County Clerk of Sanders County, Montana, on this 13th day of April, 1927.

That the above described plat is a true and correct copy of the original as filed in the office of the County Clerk of Sanders County, Montana, on this 13th day of April, 1927.

Dated this 13th day of April, 1927.

John M. Egan
County Clerk

STATE OF MONTANA
COUNTY OF SANDERS

John M. Egan
County Clerk

H.O. Byles - Trustee
O.R.N.S. - Trustee

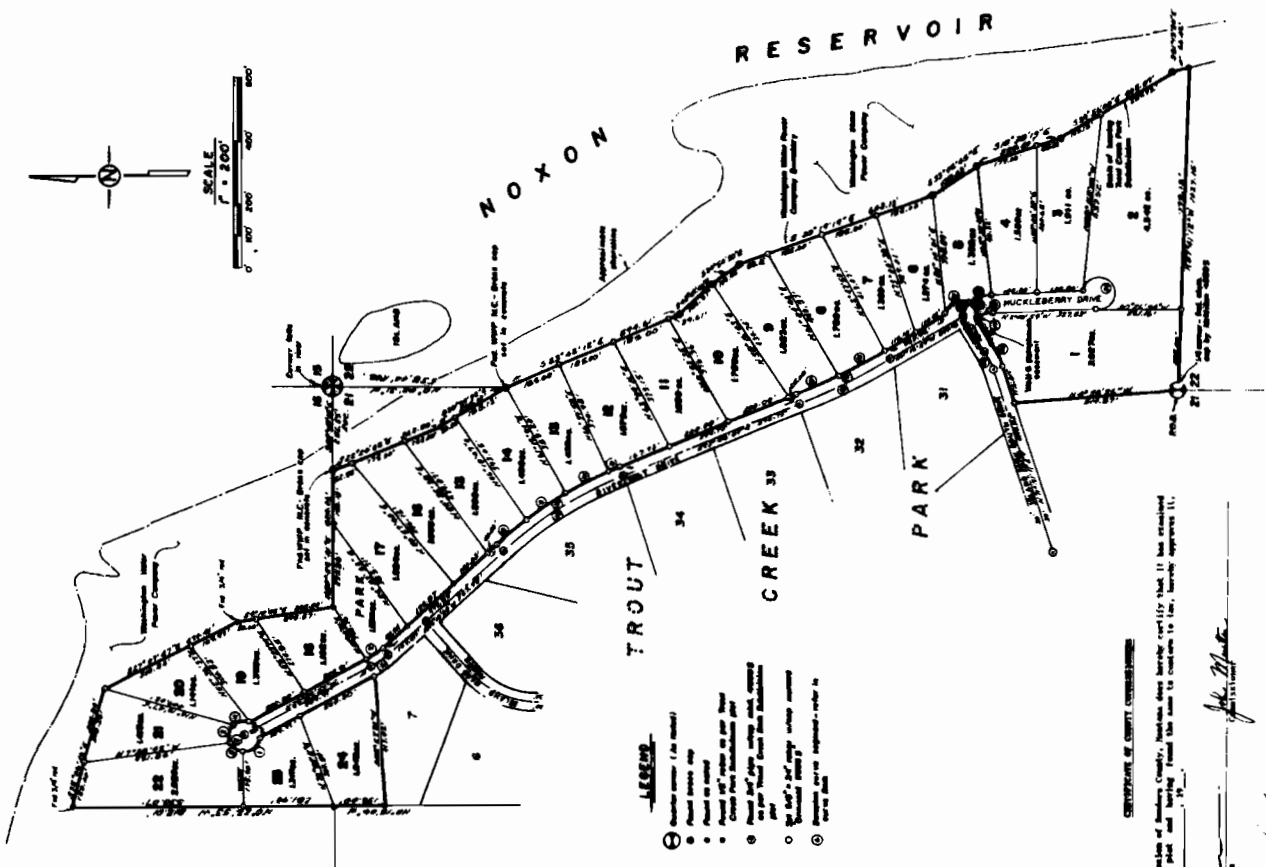
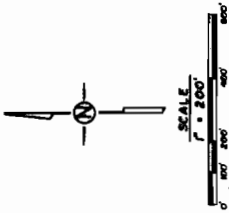
CERTIFICATE OF CORRECTNESS

STATE OF MONTANA
COUNTY OF SANDERS

John M. Egan
County Clerk

Filed for the record this 16th day of April, 1927, at 10:30 a.m.

County and Subdivisions Association filed Book 25, Page 1.



- LEGEND**
- 1. Section corner (see notes)
 - 2. Plat boundary line
 - 3. Plat boundary line
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LARGE LOTS

Number of lots 10
Total acreage 1,000.00 acres
Total acreage 1,000.00 acres

CURVE NO.	CHORD BEARS	CURVE LENGTH	ARC LENGTH	AREA
1	100.00	100.00	100.00	100.00
2	100.00	100.00	100.00	100.00
3	100.00	100.00	100.00	100.00
4	100.00	100.00	100.00	100.00
5	100.00	100.00	100.00	100.00
6	100.00	100.00	100.00	100.00
7	100.00	100.00	100.00	100.00
8	100.00	100.00	100.00	100.00
9	100.00	100.00	100.00	100.00
10	100.00	100.00	100.00	100.00
11	100.00	100.00	100.00	100.00
12	100.00	100.00	100.00	100.00
13	100.00	100.00	100.00	100.00
14	100.00	100.00	100.00	100.00
15	100.00	100.00	100.00	100.00
16	100.00	100.00	100.00	100.00
17	100.00	100.00	100.00	100.00
18	100.00	100.00	100.00	100.00
19	100.00	100.00	100.00	100.00
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21	100.00	100.00	100.00	100.00
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35	100.00	100.00	100.00	100.00
36	100.00	100.00	100.00	100.00
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87	100.00	100.00	100.00	100.00
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89	100.00	100.00	100.00	100.00
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94	100.00	100.00	100.00	100.00
95	100.00	100.00	100.00	100.00
96	100.00	100.00	100.00	100.00
97	100.00	100.00	100.00	100.00
98	100.00	100.00	100.00	100.00
99	100.00	100.00	100.00	100.00
100	100.00	100.00	100.00	100.00

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DECLARATION OF PROTECTIVE COVENANTS

OF AND FOR

ISLAND PARK SUBDIVISION

WHEREAS, LAKE AND LAND DEVELOPMENT, INC., a Montana corporation, hereinafter referred to as "Grantor," is the owner of all real property known as ISLAND PARK SUBDIVISION located in Sections 16, 21 and 22, Township 24 North, Range 31 West, Sanders County, Montana, hereinafter referred to as the "premises"; and

WHEREAS, Grantors have subdivided said premises into lots, according to the plat thereof which has been duly filed and recorded in the office of the Clerk and Recorder of Sanders County, Montana.

NOW, THEREFORE, Grantors hereby make, declare, and impose the following limitations, restrictions, regulations, and uses upon and of such real property as restrictive and protective covenants running with the land and binding upon all present and future owners of any part of the premises and further declare that each lot within the premises is and shall be held, transferred, sold, conveyed, and occupied subject to the restrictive and protective covenants, easements, charges, and liens hereinafter set forth.

ARTICLE I

Definitions

Section 1. Definitions as used herein:

The following words and terms shall have the following meanings:

- (a) "Lot" - The parcels of land into which the

premises have been divided, as shown on the recorded plat of the premises.

(b) "Structure" - Any construction erected or placed upon any lot, including but not limited to parts of and additions to buildings, cisterns, water reservoirs, ditches, drainage systems, walls, fences and other enclosures, television and other antennas, walks and driveways.

(c) "Owner" - The record owner (including, with limitations, the Grantors), whether one or more persons or entities, of the fee simple title to any lot, except that (1) where a lot has been sold by Grantors under an agreement for deed, the buyer thereunder, provided he is not in default under said agreement, and not the Grantors, shall be deemed to be the owner, and (2) the term "owner" shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

ARTICLE II

Property Subject to this Declaration

Section 1. Existing property: The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this declaration is located in Sanders County, Montana, and is more particularly described as ISLAND PARK SUBDIVISION, as shown on the official plat thereof filed among the records of the Clerk and Recorder of Sanders County.

ARTICLE III

Land Use Regulations

~~Section 1. Single Family Residential. Lots shall be~~

improved only by construction of one (1) single-family dwelling house with garage, and tool house or workshop not exceeding fifteen hundred (1500) square feet in size and wall height not to exceed fourteen (14) feet.

(a) Each single-family residence shall contain not less than twelve hundred (1200) square feet of ground floor area. This is exclusive of porches, patios, garages, carports or other additions thereto. Guest houses, single level, shall not be more than nine hundred (900) square feet in size.

(b) Each single-family residence and any other structure shall be set back not less than thirty (30) feet from road right-of-ways and not less than fifteen (15) feet from each side property line.

(c) All lots shall be sold or leased in their entirety as platted and shall not be further subdivided.

Section 2. Animals: No animals other than household pets will be allowed in the subdivision. All household pets will be kept on owners individual lot and will not be allowed to roam at large.

All animals kept shall be for the sole enjoyment of the lot owners and not for commercial use of any type.

ARTICLE IV.

Sewage Disposal System

Section 1. Sewage disposal systems: Individual owners shall have the responsibility of providing their own facilities required for the disposal of sewage. Individual owners may join together to provide sewage disposal systems.

No structure within the premises shall be used for occupancy by human beings without first having complied with the laws of the State of Montana and all rules or regulations of state administrative agencies and the County of Sanders with regard to sewage disposal systems.

No outhouses shall be allowed.

ARTICLE V

General Restrictions and Covenants

Section 1. General purposes: These covenants are made for the purpose of creating and keeping the premises, insofar as is possible, desirable, attractive, beneficial, and suitable in architectural design, materials, and appearance, and guarding against any unnecessary interference with the natural beauty of the premises, all for the mutual benefit and protection of the owners of lots within the premises.

Section 2. Uses and zoning: All lots within the premises shall be known and described as residential lots, and no business, trade, or commercial activity of any type or description shall be conducted thereon, except for the Recreational Vehicle (RV) Park on Lot #2. Property usage shall

conform to the zoning restrictions of Sanders County, as well as those of the Grantors. In the event of any conflict, the covenants herein set forth shall prevail.

Section 3. Construction: All construction on or within the premises shall be diligently prosecuted to completion and shall in any event be completed within twenty-four (24) months of commencement. No construction materials shall at any time be placed or stored so as to impede, obstruct, or interfere with pedestrian or vehicular traffic. Exterior construction materials and coloring shall be in keeping with rustic western-style houses. The coloring of roofing, whether of metal or wood shall be in keeping with rustic western-style houses.

Section 4. Building code: All buildings of every sort constructed within the premises shall conform to the local building code in effect at the time of construction, and if none exists, shall conform to the latest editions of the "Uniform Building Code," the "National Plumbing Code," and the "National Electrical Code."

Section 5. Parking: No vehicles shall at any time be placed or parked so as to impede, obstruct, or interfere with pedestrian or vehicular traffic along any road or right-of-way within the premises.

Section 6. Easement reservations: No dwelling or improvements shall be placed upon nor shall any material, equipment, or refuse be placed on any part of said property within the area of the easements reserved as indicated on the

plat of the property filed in the office of the Clerk and Recorder of Sanders County, Montana, or the easements reserved and created in these protective covenants.

Section 7. Ingress and egress: Grantors reserve rights of ingress and egress to, upon, and from the premises for the purposes of locating, installing, erecting, constructing, maintaining, or using drains, drainage systems, electric lines, telephone lines, and other utilities. Such rights shall be confined to an easement of ten (10) feet along all property lines.

Section 8. Trash and garbage: No trash, garbage, or other refuse shall be thrown or dumped on any land within the premises. There shall be no burning of refuse out of doors except as may be approved by both the Sanders County Health Department and Grantors. This shall not be construed to prohibit or deny the installation and use of wood-burning fireplaces or barbecue pits. Each owner shall provide suitable receptacles for temporary storage and collection of refuse and all such receptacles shall be screened from public view and protected from disturbance.

Section 9. Signs: No sign, billboard, or other advertising structure of any kind shall be erected or maintained in any portion of the premises for any purpose whatsoever, except such signs as have been approved in advance by the Grantors.

Section 10. Fill and grading: No fill, dirt, muck, or rock shall be removed from the premises, nor shall the elevation hereof be changed in any manner, if by so doing it shall result

in a detriment to adjacent parcels.

Section 11. Temporary dwellings: No trailer, mobile home, camper, or tent shall be used within the premises as a permanent residence, or a place of habitation, but this shall not exclude the temporary parking of such vehicles for short periods of time. As defined here, short periods of time shall not exceed six (6) months in any calendar year.

Section 12. Nuisance and firearms: No noxious or offensive activity shall be conducted within the premises, nor shall anything be done or permitted which shall constitute a public nuisance therein, nor shall any firearms be discharged, nor shall any hunting be permitted within the premises.

Section 13. Further subdivisions: There shall be no further subdivision of the lots within the premises.

Section 14. Approvals by the Grantors: The approvals by the Grantors required herein may be given by the Grantors, their duly authorized agents, their successors or assigns, or a committee appointed by the Grantors, to and until the authority to give such approvals shall be transferred by the Grantors, their successors or assigns, to the property owners.

Section 15. Preservation of Natural Vegetation: In order to preserve the natural environment, and to give protection to all forms of wildlife, the destruction and cutting of trees, shrubs and other vegetation shall be prohibited except when approved by Grantors for purpose of building yards and gardens. However, trees, shrubs and other vegetation that are noxious or

diseased may be removed and trees, shrubs, and vegetation may be removed from roadways, driveways and building sites.

Section 16. Effect and duration of covenants: The conditions, restrictions, stipulations, agreements, and covenants contained herein shall be binding upon each lot within the premises, and each owner of property therein, his successors, representatives, and assigns, and shall continue in full force and effect until December, 1999, at which time they shall be automatically extended for successive periods of ten (10) years each, unless otherwise terminated or modified, in accordance with the provisions of Section 17 of this Article.

Section 17. Amendment: The conditions, restrictions, stipulations, agreements, and covenants contained herein shall not be waived, altered, abandoned, terminated, or amended, in whole or in part, except by written consent, duly recorded within the office of the Clerk and Recorder of Sanders County, Montana, of the owners of seventy-five percent (75%) of the lots included within the boundaries of the premises. Such consent may be given by a vote of the owners at a meeting thereof, held after not less than thirty (30) days' prior written notice of such meeting and the purposes thereof have been sent by certified mail, return receipt requested, to the last known address of record of each such owner. The Grantors reserve the right to grant variances to any of the provisions in this Declaration where, in their discretion, they believe the same to be necessary and where the same will not be injurious to the rest of the premises, except

that no variance affecting roads, lot size, or other such variance shall be granted by Grantors.

Section 18. Enforcement: In the event of any violation or threatened violation of these covenants, the Grantors, their representatives, successors, and assigns may enforce these covenants by proceedings at law or in equity, including the seeking of injunctive relief and damages. In association with such legal proceedings or as a separate remedy, the Grantors may enter upon the property in question and remove, remedy, or abate the violation or threatened violation after first having given proper notice and a reasonable opportunity for the violator to take action himself to comply with these covenants. Such notice shall be in writing and shall specify the violation or threatened violation, identify the property, demand compliance with the terms and conditions of these covenants, and state the action which will be taken if the violation or threatened violation is not abated, remedied, or satisfied. If such notice cannot be personally served after a reasonable effort to locate the person or entity to be served, service may be had by posting a copy of such notice at a conspicuous place on the property which is the subject of such violation or threatened violation and mailing a copy of the notice by certified mail, return receipt requested, to the last known address of record of the violator. Such notice must further provide for a period of fourteen (14) days from the date of personal service of such notice, or twenty-eight (28) days from the date of posting and

mailing of the same, within which time compliance can be had with these covenants before any self-help, abatement, entry, or legal proceedings can be commenced. No representatives of the Grantors shall be liable to any person or entity for any proceedings

provided for in this section, and all property owners shall be deemed to have waived any and all rights to or claims for damages for any loss or injury resulting from action taken under the terms and conditions of this section. However, exception to the above shall exist for loss, injury, or damage resulting from intentionally wrongful acts. Actual costs, expenses, and reasonable attorney's fees incurred in connection with correcting, remedying, abating, preventing, or removing any violation or threatened violation of these covenants, either through litigation, entry, or self-help, shall constitute a claim by the Grantors against the owner of the subject property. Such claim shall not, however, exceed FIVE THOUSAND DOLLARS (\$5,000.00) for any one (1) claim. Such claim shall be enforceable through appropriate court action. The person or entity making such claim may file a lien against the subject property in the amount of and for the collection of the claim by filing a verified statement of the lien with the office of the Clerk and Recorder of Sanders County, Montana. Such lien statement must set forth the names of the claimant and the owner of record of the property against which the lien is claimed, a description of the property, the amount of the claim, the date of the claim, and a brief statement of the manner in which the costs

and expenses constituting the claim were incurred. Once filed, the lien shall remain of record as a claim against the property until paid in full or foreclosed in the manner provided by law, subject to rights of redemption.

Section 19. Severability: A determination of invalidity of any one or more of the covenants or conditions of this declaration by judgment or court order to decree shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

Section 20. Liability of the Grantors: The Grantors shall have no liability for any of their actions or failures to act. The relationship between the Grantors and the property owners shall be deemed to be that of independent contractors and not that of principal and agent, partnership, or joint venture. In addition, the Grantors shall not have liability or obligations under this declaration to any person or entity except such liabilities and obligations as the Grantors have expressly assumed herein.