



STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

CERTIFICATE OF WATER RIGHT

UPON FINDING THE REQUIREMENTS OF SECTION 85-2-301, MCA, HAVE BEEN MET, THIS
CERTIFICATE OF WATER RIGHT IS GRANTED.

Water Right Number: 76N 30045743 GROUND WATER CERTIFICATE
Version: 1 -- ORIGINAL RIGHT
Version Status: ACTIVE

Owners: MARK FREED
PO BOX 1274
THOMPSON FALLS, MT 59873

NANETTE FREED
PO BOX 1274
THOMPSON FALLS, MT 59873

Priority Date: APRIL 27, 2009 at 08:00 A.M.
Enforceable Priority Date: APRIL 27, 2009 at 08:00 A.M.

Purpose (use): DOMESTIC
LAWN AND GARDEN

Maximum Flow Rate: 14.00 GPM

Maximum Volume: 1.08 AC-FT

Source Name: GROUNDWATER

Source Type: GROUNDWATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NENW	9	21N	29W	SANDERS

Period of Diversion: JANUARY 1 TO DECEMBER 31

Source Name: GROUNDWATER

Diversion Means: WELL

Subdivision: TRAILHEAD TERRACE TRACT/LOT: 1

Well Location: 360 SILCOX DR

Purpose (Use): DOMESTIC

Households: 1

Volume: 1.00 AC-FT

Period of Use: JANUARY 1 to DECEMBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			NENW	9	21N	29W	SANDERS

Subdivision: TRAILHEAD TERRACE TRACT/LOT 1

Purpose (Use): LAWN AND GARDEN

Volume: 0.08 AC-FT

Period of Use: APRIL 1 to OCTOBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	0.03		NENW	9	21N	29W	SANDERS

Subdivision: TRAILHEAD TERRACE TRACT/LOT 1


Total: 0.03

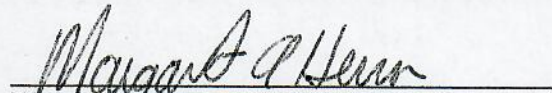
BACKFLOW PREVENTOR

PURSUANT TO SECTION 85-2-505, MCA, TO PREVENT GROUND WATER CONTAMINATION, AN OPERATIONAL BACKFLOW PREVENTOR MUST BE INSTALLED AND MAINTAINED BY THE APPROPRIATOR IF A CHEMICAL OR FERTILIZER DISTRIBUTION SYSTEM IS CONNECTED TO THE DIVERSION MEANS.

**THIS CERTIFICATE IS SUBJECT TO ALL PRIOR EXISTING WATER RIGHTS
IN THE SOURCE OF SUPPLY.**

**FAILURE TO COMPLY WITH ANY OF THESE TERMS AND CONDITIONS MAY RESULT IN THE LOSS OF THIS
CERTIFICATE OF WATER RIGHT.**


Witness Signature


Water Resources Division

DATE ISSUED: MAY 14, 2009

COVENANTS AND CONDITIONS OF TRAILHEAD TERRACE

Whereas, the Declarant is the owner of all of the land described in the following land description and desires to place covenants, conditions and restrictions on said land for the use and benefit of themselves, as its present owners, and for the future owners thereof.

Land owned by the Declarant in Section 9, Township 21 North, Range 29 West. Being C.O.S. 2049MS

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.

1. Lot use: Lots shall be for single family residential use. There shall be not more than one primary dwelling, however an additional guest home is allowed.

2. Compliance with Health Regulations: No activity 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.

3. Waste Materials: No building site 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 parcels in an inoperative condition except during a period not to exceed three (3) months while repairs are being made of such vehicle.

4. Animals: All animals shall be contained within the boundary of the owner's property. Vicious or barking dogs shall not be kept or maintained on any parcel at any time.

5. Offensive Activity: No noxious or offensive activity shall be carried on or permitted upon any parcel, 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 other parcel. 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.

6. Firearms: The discharging of firearms shall not be allowed.

7. 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 the exterior finish within 18 months after the start of construction.
- b. A manufactured home may be installed provided the home is new when installed, skirted with attractive materials, and not situated closer than 200 feet to Silcox Drive.
- 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. No residential building nor any appurtenance or outbuilding shall be less than fifty (50) feet from any adjoining property line, nor closer than one hundred (100) feet to the road with the exception of mobile homes which shall have a two hundred (200) foot set back from Silcox Drive.
- e. Each residence once constructed on a parcel 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 parcel in a presentable and orderly manner until rebuilding occurs.

8. Resubdivision: No property may be redivided.

9. Road Maintenance: To keep and maintain the private road system that accesses Trailhead Terrace subdivision, a yearly maintenance fee will be levied against each lot in Trailhead Terrace and against each lot of any future subdivision that is accessed by way of the private road system.

If the costs of maintenance, taxes and improvement to the road system exceed the amount of revenue generated by the minimum charge, then the excess expense shall be distributed prorata among the lots. 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 graded. There will be a speed limit to promote safety and reduce dust.

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 Declarants. The Declarants have 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 to 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 parcels affected agreeing to such amendment.

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 it be subject to any liability for its 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.

It is understood that the Sanders County Board of Commissioners is a party to these covenants, and has no obligation to enforce them.

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 2nd day of September, 1999.

Buddy J. Leufkens
BUDDY J. LEUFKENS, Declarant

Judy A. Leufkens
JUDY A. LEUFKENS, Declarant

STATE OF MONTANA)

County of Sanders)

On this 2nd day of September, 1999, before me, a Notary Public for the above state, personally appeared BUDDY J. LEUFKENS and JUDY A. LEUFKENS, Declarants, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the date and year first above written.

George D. Elliott
Notary Public - State of Montana
Residing at Thompson Falls
My commission expires: 1-13-03

5-2-00
y

APR 26 2000

AS-BUILT SKETCH
AND
STATEMENT OF ACCURACY OF INSTALLATION

Land owner's name Buddy Leach-Kews

Permit number 00-089

I, Stan Hepkins as the licensed installer for the following system have either
(Printed Name of Installer)

constructed or altered the septic system or supervised and/or approved the construction of the septic system of the above noted parcel.

I do hereby declare that the specifications of the approved permit issued have been followed. Accompanying this statement is a copy of the lot layout to file in the Courthouse Environmental Health office. This statement and the "as-built" sketch on the back of this page or attached to this page shall be submitted to the Environmental Health office within ten (10) days of completion of the system.

Installer's Signature Stan Hepkins

Installer's License Number TF-11

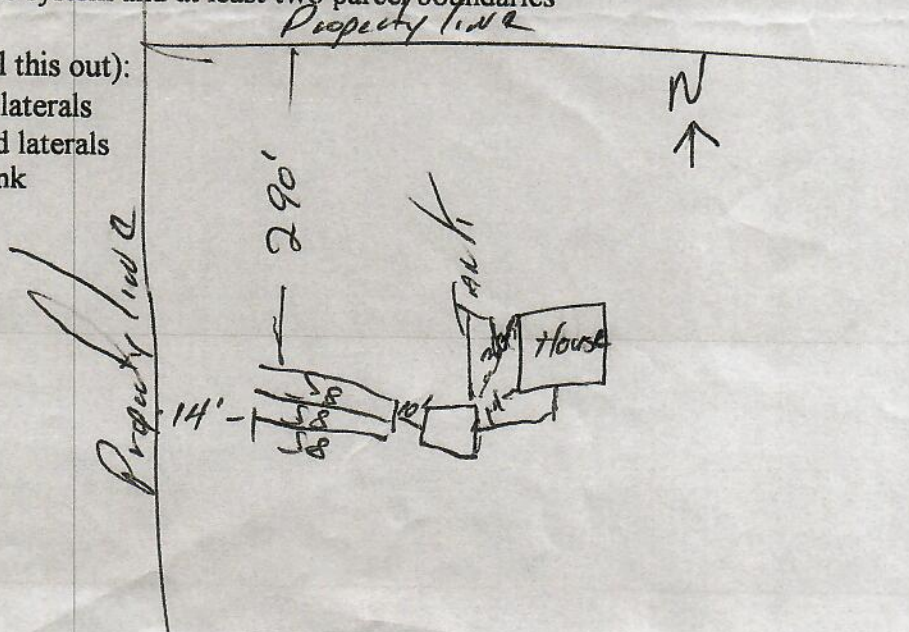
Completion Date of System 12-22-99

Checklist of as-built sketch:

- ☒ North arrow
- ☒ triangular measurements from two corners of house to tank access
- ☒ measurement of pipe from tank to D-box or manifold
- ☒ all parcel boundaries
- ☒ distance between the system and at least two parcel boundaries

Additional information needed (fill this out):

- 85 length of drainfield laterals
- 3 number of drainfield laterals
- 1000 volume of septic tank



EQ# 00-1164

TRAILHEAD TERRACE MINOR SUBDIVISION

Located in Portions of the NE1/4 NW1/4 & NW1/4 NE1/4,
SECTION 9, TOWNSHIP 21 NORTH, RANGE 29 WEST, P.M.M.,
SANDERS COUNTY, MONTANA

LOT LAYOUT: 05/24/99

NOTE

LOTS 1, 2 & 3
4-95' LATERALS

LOT 4 = 4-90' LATERALS

LOT 5 = 3-95' LATERALS

THERE SHOULD BE NO
ACCUMULATIVE EFFECT

LOT 4 WILL NOT SHARE WELL
THE EXISTING WELL ON LOT 4
PROVIDES WATER TO BUILDING
SOUTH OF LOT 4

LEGEND

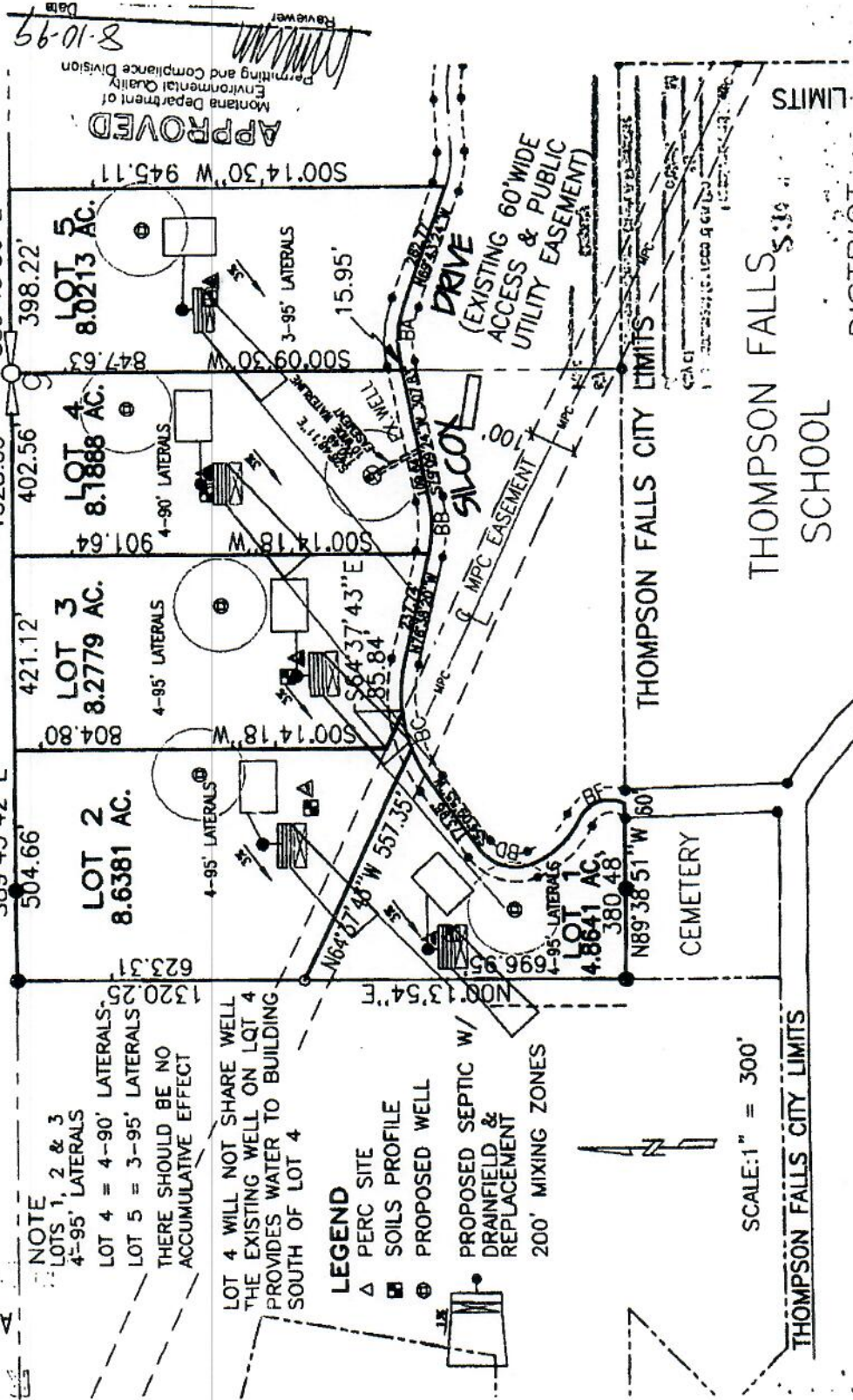
△ PERC SITE

■ SOILS PROFILE

⊕ PROPOSED WELL

PROPOSED SEPTIC W/
DRAINFIELD &
REPLACEMENT

200' MIXING ZONES



SCALE: 1" = 300'

THOMPSON FALLS CITY LIMITS

THOMPSON FALLS CITY LIMITS

THOMPSON FALLS SCHOOL

LIMITS

APPROVED

Montana Department of
Environmental Quality
Permitting and Compliance Division

8-10-99