

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
LARCHWOOD

THIS DECLARATION, made this 5th day of January, 1981,  
by DAVID S. BENNETT, Star Rt. 2, Box 1, Thompson Falls, Montana  
59873, hereinafter referred to as DECLARANT:

WITNESSETH:

WHEREAS, DECLARANT is the owner of certain property located  
in Sanders County, Montana, which is more particularly described  
as LARCHWOOD, a platted subdivision.

WHEREAS, DECLARANT seeks to place reasonable restrictions and  
covenants and conditions upon the use of Larchwood;

NOW, THEREFORE, DECLARANT hereby makes, declares, and imposes  
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 such real property, and further declares that each  
residential unit and or lot within the premises is, and shall be,  
held, transferred, sold, conveyed and occupied subject to the re-  
strictive and protective covenants, easements, hereinafter set  
forth, all of which are for the purpose of enhancing and protect-  
ing the value, desirability and attractiveness of the premises.

DEFINITIONS

OWNER: Owner shall mean and refer to the record owner, whether one  
or more persons or entities of a fee simple title to any lot which  
is a part of the property, including contract buyers, but excluding  
those having such interest merely as security for the performance of  
an obligation.

PROPERTIES: Properties shall mean and refer to the certain property  
described herein as LARCHWOOD SUBDIVISION.

LOT: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the properties.

DECLARANT: "Declarant" shall mean and refer to David S. Bennett, his successors and assigns.

#### PROTECTIVE COVENANTS

The following protective covenants are designed to provide a uniform plan for the development of LARCHWOOD Subdivision, and shall constitute a covenant running with the land for each lot within said subdivision.

BUILDING TYPE AND STANDARDS: No structures shall be erected, altered, placed or permitted to remain on any lot if such structures are not in conformance with the following:

##### a. RESIDENTIAL USES

All lots are to be used for residential purposes and no more than one (1) single family dwelling may be erected upon such premises. Wooden frame homes, concrete block homes, modular homes, or mobilehomes may be constructed upon all lots. All homes are to have siding over the frame or concrete walls. In the case of mobile homes or homes built on pier blocks, skirting of a like material of the siding must extend to the ground, entirely enclosing the bottom within sixty (60) days after placement or the initiation of construction.

##### b. LAND USES

No lot shall be used for any purpose other than residences. No part of the described property or any lot therein, shall at any time be used for the purpose of any trade, manufacturing or business of any kind except as provided herein. Any lot owner may conduct a home occupation commercial activity. However, no retail sales or business premises may be conducted on any lot.

For the purposes of these restrictive covenants, the term

"home occupational commercial activity" shall be defined as that type of occupation customarily conducted in a residential family dwelling and incidental to the use as a home; provided that:

1. No person other than members of the family residing on the premises may be engaged in such occupation.

2. The use of the dwelling unit for the home occupation must be clearly incidental and subordinate to it's use for residential purposes by it's occupants.

3. There may be no change in the outside appearance of the building or premises, or other visible evidence of the conduction of the home occupation other than one sign, not exceeding six square feet in area, non-illuminated, and mounted flat against the wall of the principal building.

4. No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduction of such home occupation shall be met off the county road.

5. No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the lot, if the occupation is conducted in a single-family residence, or outside the dwelling unit if conducted in other than a single-family residence. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises, or causes fluctuations in line voltage off the premises.

6. There shall be no outdoor (un-enclosed) storage on the premises of equipment or materials used in connection with a home occupation.

7. There shall be no stock in trade stored nor commodity

kept for sale which is not produced on the premises, except items accessory to the product or service produced on the premises.

8. In particular, a home occupation shall include, but is not limited to the following: art studio, dressmaking, professional office of an author, dentist, lawyer, physician, engineer, clergyman, accountant, musical instruction, real estate office, beauty parlor, cabinet shop and day-care or babysitting service of not over ten (10) children. In particular, a home occupation shall not include the following: barber shop, commercial stables or kennels, restaurant or grocery store.

c. SPECIFIC BUILDING STANDARDS

1. All construction, including outbuildings, shall be completed as to exterior finish within twelve (12) months after commencement of construction.

2. The main floor of all dwellings, excluding porches and decks, shall be a minimum of five hundred (500) square feet.

3. All outbuildings incidental to the dwelling shall be limited in size to two thousand (2,000) square feet of floor space. Such buildings shall not exceed twenty-four (24) feet in height.

4. Any additions or alterations to any structure built or placed upon the premises, including mobile homes, must be sided and roofed in harmony with the main structure. All exterior siding, painting and roofing to such additions or alterations must be finished within six (6) months after commencement of construction.

5. All buildings will be set back a distance of at least twenty-five (25) feet from side lot lines and thirty-five (35) feet from front lot line.

6. For the purpose of this section, eaves, steps and open porches shall not be considered as part of the structure; provided, however, that this shall not be construed to permit any portion of the building to encroach upon another lot.

7. Each residence once constructed on a lot shall be kept in the same condition as at the time of it's initial construction, excepting normal wear and tear. Owners of such residence shall not allow such residence, appurtenances, or improvements thereon to become dilapidated nor to become a hazard or nuisance to other lot owners in this subdivision. If all or any portion of a building or structure is damaged by fire or other casualty, it shall be the responsibility of the owner to either with due diligence rebuild, repair or substantially restore the condition of the building, or to take necessary steps to minimize the visual impact of the damaged or destroyed building. Such minimization or rebuilding shall be undertaken within three (3) months of when the damage occurred and shall be completed with twelve (12) months unless prevented by causes beyond the control of the owner.

8. No homes, houses, or buildings, other than modular homes and mobile homes as aforescribed, may be moved in and placed upon the property without the written permission of the Declarant or his designated representative.

EASEMENTS: Easements for installation and maintenance of the utilities and roads are reserved as shown on the recorded plat.

WASTE MATERIALS: No lot shall be used or maintained as a dumping or storage area for rubbish, trash, garbage, brush, slash, or other waste. No automobiles, automobile bodies, motor vehicles or parts thereof may be kept or stored on any lot, or on any roadway within the subdivision while in an inoperative condition, except during a period not to exceed one (1) month while repairs are being made of such vehicles unless such vehicle is totally enclosed. Trash, garbage, or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

NOXIOUS OR OFFENSIVE ACTIVITY: No noxious or offensive activity shall be carried out upon the properties, nor shall anything be done thereon which constitutes an annoyance or nuisance to the neighborhood. No activity will be conducted which will endanger the health, safety and 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 lots because of vibration, noise, dust, smoke or odor.

SIGNS: No advertising signs, billboards, or unsightly objects shall be erected, placed or permitted to remain on any lot. Exceptions to the signing of the premises may be found in the section under "home occupation". However, an exception is permitted for one "for rent" sign or "for sale" sign per lot and for a period of five (5) years from the date of this Declaration, the Declarant shall be permitted to place signs within the properties to promote the development of Larchwood Subdivision, which shall not exceed six (6) square feet in size.

EXTERIOR MAINTENANCE: Each owner of the lot on which there is a structure shall provide exterior maintenance upon such lot and structure to include painting and repairing the structures, maintaining the lawn and grounds to preclude weeds, underbrush or other unsightly objects to accumulate or remain on the grounds.

GRADE OF DWELLINGS AND/OR LAWNS: All dwellings shall be situated and have a finished grade so as to have positive drainage away from the structure. However, such positive drainage shall not be allowed to cross such owner's property lines.

UTILITY CONNECTION COSTS: The owner of each lot shall pay all utilities and utility connections costs.

ANIMALS AND PETS: No animals or fowl, domestic or wild, may be



kept on any of the properties nor in any of the structures thereon except on conformance with the following:

- a. All animals must be kept within the confines of the owner's lot.
- b. Grazing animals must be kept in such a manner so as to not interfere with the quiet use or enjoyment of other lot owners and must be kept in such a manner as to not commit waste nor to overgraze the property.
- c. Barking or howling animals shall not be permitted on the lot. In the event the animal shall begin to bark or howl in such a manner as to disturb the residential character of the neighborhood, such animals shall be removed.
- d. There shall be no more than three (3) hoofed animals of the cow, horse, goat, swine, sheep type; thirty-five (35) feathered animals of the chicken or duck type; twenty (20) small fur-bearing animals such as rabbits, but shall not include the chinchillas or mink type. No pen, stable, run, or other animal outbuilding may be closer than twenty-five (25) feet to a lot line, except rear.
- e. No animals may be raised on a commercial basis nor may animals be raised upon the premises for insemination purposes.
- f. No manure, old hay or straw shall be allowed to accumulate on lots and all lots shall be, at all times, maintained in such a manner as not to be offensive to neighboring lots and proper steps shall be taken to limit and control fleas, flies and other noxious insects.

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

USE OF RECREATIONAL VEHICLES: A single recreational vehicle or travel trailer or motor home may be used as a temporary recreation residence for not more than one hundred twenty (120) days in any

calendar year.

TIMBER REMOVAL: No trees or other natural growth shall be cut or removed from any lot except as is necessary for the placement of structures, roadways or gardens. A lot owner may, for landscaping purposes, remove natural growth but shall promptly replace such growth with appropriate and harmonious vegetation.

RESUBDIVISION: No lot shall be re-divided or re-subdivided.

THE CONTROL OF FIRE HAZARD: All residents shall take the necessary precautions to control the danger and hazard of wildfire. Such precautions shall include, but shall not be limited to:

- a. No lot owner may store more than five hundred (500) gallons or fuel, oil or gas.
- b. All wood-buring stoves and fireplaces must have a spark arrester on the chimney or wire mesh no larger than one-quarter inch.
- c. Proper permits must be obtained prior to burning of debris, slash or other material out of doors.
- d. Natural vegetation and/or trees located near buildings must be cleared in order to prevent spread of wildfire.

INTERESTED PARTIES: The Declarant or any owner shall have the option and right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of this Declaration. The method of enforcement may include proceedings to enjoin the violation, to recover damages or both. Failure by any owner to enforce any provisions or by the Declarant shall in no event be deemed a waiver of the right to do so thereafter.

COSTS AND ATTORNEY FEES: If any person entitled to do so shall bring formal legal action to enforce any provision of this Declaration, the prevailing party to such action shall be entitled to recovery from the other party reasonable attorney fees and the costs of the action.



SEVERABILITY: Invalidation of any one or more of these covenants or restrictions by a court of law shall not affect the remaining provisions which shall remain in full force and effect.

ALTERATION, CHANGE OR AMENDMENT: These 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 (75) percent of all the votes entitled to be cast thereon. Each lot having one vote.



DAVID S. BENNETT