

#6720

After recording return to:
Dennis Micklon
PO Box 169
Noxon, MT 59853

CFT120258

THE FOLLOWING DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS FOR SMALL TOWN SUBDIVISION SUPERSEDE ANY THAT WERE PREVIOUS RECORDED ON OR AROUND ~~January 15, 2008.~~ February 14, 2008, Recp # 274160

DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS
FOR SMALL TOWN SUBDIVISION

WHEREAS, Declarants are the owners of real property herein and are desirous of subjecting the real property described herein to, the restrictions, covenants, reservations, and conditions hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof. These restrictions, covenants, reservations, and conditions shall furthermore run with the land to each and every parcel, (with special considerations as noted for some lots) and shall apply to and bind all successive owners of each parcel within the confines of the SMALL TOWN SUBDIVISION, This land area of the SUBDIVISION is described as follows: A parcel of land near Noxon, Sanders County, Montana; Lying wholly within SECTION 24, T26 N, R 33 W. Known as "SMALL TOWN SUBDIVISION".

1. Lots 1, 2, 6, 7, 8, 9, 10, 23, 24, & 25 have been approved by the State and County for Commercial use, or have the potential to be Commercial. These lots will be treated as such and allowed special considerations in these covenants. Any changes in size or sanitary restrictions might need to be resubmitted to the County and State for storm water runoff, health review, and reclassification.

No residential lot shall be further subdivided, and only (1) single family dwelling shall be permitted on each lot, with the exception, a small guest cabin will be allowed on the following lots 9, 12, 15, 16, 17, 19, and 22

2. No single family dwelling unit shall be permitted with floor space of less than 800 square feet, exclusive of basement, deck, and attached garage. Daylight basements are allowed. Daylight basements will receive a credit of 50% for square footage. No singlewide trailers. Outbuildings, shops, or garages (attached or unattached) will not exceed 2500 square feet, with a total cumulative maximum square footage of 5000 square feet for all such buildings. All outbuildings, shops, or garages will be of single story construction. Guest cabins shall not be greater than 750 square feet and be a single story. Each residential house and any adjacent structures shall be built to conform to the general esthetics of the area and all structures are to be

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kept and maintained in good condition Only Earth tone colors will be allowed on any roofs; No bare aluminum, steel, or galvanized surfaces. No single family dwelling shall be allowed to remain with the exterior in and unfinished and unpainted condition. From initial start of construction, owners will have Three (3) years for completion of construction of each building.(Lots 1, 2, 6, 8, 10, 24, & 25 are not held by these restrictions, but must adhere to the color restrictions).

3. A. Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 21, 22, and 23 are allowed motor homes or recreational units that are in a good clean state of condition. If any such units are to remain on said property on a permanent basis, they should have a structured cover and kept in good clean order. No other structure such as a tent or shack shall be used as a residence, either temporary or permanently.

B. Lots 12, 13, 14, 15, 16, 17, 18, and 19 Are allowed a motor homes or recreational unit may be used by the lot owner for seasonal visitation, as long as such recreational unit does not remain on the lot for more than ^{Nine}~~ten~~ (9) months per year, and the same travel trailer or motor home may be used for three (3) years only, while a residence is being constructed. After completion of a residence, all travel trailers/motor homes, will be stored in an esthetically pleasing structure. No structure of temporary character, tent, shack, or other outbuildings shall be used as a residence, either temporary or permanently. A guest cabin is allowed on lots 9, 12, 15, 16, 17, 19, and 22, may be used as a temporary residence while a residence is being constructed.

4. No building shall be located nearer than 25 feet to any interior lot line (exempted from this are lots 1 and 2).

5. All electrical, telephone, or other utilities shall be installed underground from the service line to the dwelling or outbuilding(s). .

6. All building, septic, and well sites have been designated, approval from Sanders County is required before any changes in the well site or septic design or location.(lots 1, 2, 6, 8, 17, 18, and 19 are allowed to change the location of building site, as long as the septic and well remain in same location). All septic systems will be installed by a licensed Sander County installer

7. All Entrances and driveways have been designated, no changes are allowed on County Road accesses. Minor change are allowed on Country Road and Alive Drive, as long as no driveway points directly at another building site or dwelling. Only one (1) access is allowed on each lot. (Lots 1, 2, 6, 8, 10, 17, 18, and 19 will not be bound by this restriction

8. Minimal amounts of vegetation shall be removed for residential development. Timber removal is only permitted when said trees are blocking a view, driveway location, utility easement, septic area, building site, hazardous, or are diseased and dying. All lots shall maintain a green belt of 15 feet along said property lines. This green belt should consist of original trees, shrubs, and grasses located on lot together with such additional

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shrubbery and trees that may be planted to seclude and enhance the appearance of said property. Montana Fish Wildlife and Parks, have suggested landscaping with appropriate vegetation for white-tail deer.

9. Small Town Subdivision lot owners shall comply with the Sanders County Weed Control Program to keep obnoxious weeds under control.

10. No activity on any lot shall be conducted in violation of any Montana State Law, Montana State regulation, County, or local ordinance or regulation having to do with , but not limited to, water supply, sewage disposal, sanitation, and air pollution.

11. No junk, trash, debris, or other forms of solid waste, shall be allowed to accumulate on any lot. All rubbish, trash, garbage, and other forms of waste shall be kept in sanitary containers equipped with tight fitting lids and kept inside an appropriate building as to prevent any animal access to such. Bears are a concern and all effort must be made to prevent them from rummaging for food. All such junk, or waste shall be hauled to the Sanders County designated disposal site as soon as possible, at regular intervals. Any unregistered vehicles must be stored out of sight esthetically. (lot 8 is not held by the junk/unregistered vehicle part of this section.)

12. Hunting is not allowed. Discharging of firearms for any other reason is not allowed.

13. No noxious or offensive activity shall be carried on or permitted upon any lot, nor shall anything be done that may be or may become nuisance or annoyance to the neighborhood; nor shall any premises be used in any way for any purpose that might endanger the health, safety, welfare of residents living on any lot, including noise, vibration, glare, fumes, odors, traffic, electrical interference, etc. All property owner's vehicles shall have a muffler in good working order. This shall not preclude normal and reasonable use of maintenance equipment, such as lawnmowers, chainsaws, rototillers, etc. (Lots 1, 2, 6, 8, 10, 23, 24, and 25 are exempt from these restrictions

14. Livestock, fowl, and pets: No animal feedlot or slaughter house will be permitted on any lot. No animals that are for the production of fur. No animals are allowed to become an annoyance or a nuisance to the neighborhood. Offensive odors caused by inadequately cleaned animal facilities are strictly prohibited. Livestock and fowl shall be limited to one (1) animal unit per one (1) acre of land. All animals shall be contained within the confines of the owner's lot.

Permitted Livestock

Livestock Animal Units

Cow, Llama , Steer/ heifer, or Foal (weaned)
Cow/calf or Horse/Foal
Calf (under 6 months), Sheep, Hogs, and Goats

1.0
1.5
.5

Permitted Fowl

Chickens (no roosters) .20 Fowl Units , Ducks, Geese, and Peacocks .33 Fowl Units /ac.

At no time will a bull / stallion be allowed to vacate any lots(except lot 8). No livestock or fowl is permitted on the following lots 1, 2, 3, 4, 5. Pets will not be allowed to create a noise problem.

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Dog owners whom allow dogs to bark/bay unnecessarily during the day or night will be in violation of these covenants. No more than two (2) dogs on a lot less than two (2) acres and a maximum of four (4) dogs on any one lot.

15. Road Maintenance Agreement: Lot owners of lots 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, and 22 are required to enter into a road maintenance agreement. (This agreement is attached and must be executed at the time of closing) The purchasers and /or owners of these lots understands and agrees that private subdivision road maintenance and snow removal shall be the obligation of the owners and homeowners of the for mentioned lots. Sanders County is in no way obligated to maintain, upkeep, or repair any of the subdivision roads.

16. Upon conveyance of title to any lot in said subdivision, the Purchaser shall automatically become a member of the Homeowners Association known as SMALL TOWN HOMEOWNERS ASSOCIATION. Said owner shall be subject to the by-laws of said Homeowners Association as set fourth and attached hereto and made part of these covenants. The restrictions, covenants, reservations, and conditions as set fourth shall run with the land and shall be binding on all parties owning property within SMALL TOWN SUBDIVISION. From time to time there may be a desire to amend these covenants, in part or in whole. It shall take a two thirds (2/3) vote of the current lot owners to amend this declaration in part or in whole. This written instrument must be approved by the governing body.

17. Enforcement shall be by proceeding of law . The methods of enforcement my include proceedings to enjoin the violation, to recover damages or both. Failure by the declarant or by any lot owner to enforce any provisions shall in no event be deemed a waiver of the right to do so hereafter. The declarant shall have no duty to take any affirmative action to enforce any restrictive covenant nor shall it be subject to any liability for its failure to do so act. The State of Montana and this set of covenants deem that it only takes one member of said Homeowners Association to enforce these restrictions, covenants, reservations, and conditions. If any such violation requires legal council and/or ends up in Court; any fees such as the Court determines will be awarded to the prevailing party; such as attorney's and court fees, compensation, damages or any such award as the Court deems appropriate. .

The real property described above is subject to the hereinafter set of restrictions, covenants, reservations, and conditions to insure the best use, appropriate development, and improvements of each building site; and further to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve and enhance the natural beauty, desirability, and attractiveness of said property, and, in general, to provide for the quality of improvements in this subdivision and thereby enhance the value of the improvements made by the purchasers of building sites.

(5)

Dated this 14th day of May 2012

IN WITNESS WHEREOF, The Declarants have executed this instrument the day and the year above written

Tami Carstens

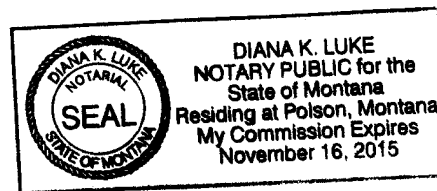
Tami Carsten

Tami Carsten

STATE OF MONTANA,)

:SS

County of Lake)



This instrument was acknowledged before me this 14 day of May 2012

Manakluke Manakluke
Notary Public - State of Montana

Dated this 22nd day of May 2012

IN WITNESS WHEREOF, The Declarants have executed this instrument the day and the year above written

Bonita

Bonnie Reishus

Bonita Reishus

STATE OF MONTANA,)

:SS

County of Sanders)



Carol A Ficus Stratemeyer
Notary Public for the
State of Montana
Residing at: Noxon, Montana
My Commission Expires:
September 21, 2013

This instrument was acknowledged before me this 22nd day of May 2012

Carol A. Ficus Stratemeyer
Notary Public - State of Montana

Dated this 16th day of May 2012

IN WITNESS WHEREOF, The Declarants have executed this instrument the day and the year above written

Gail Therrian

Gail Therrian

STATE OF MONTANA,)

:SS

County of Sanders)

Carol A Ficus Stratemeyer
Notary Public for the
State of Montana
Residing at: Noxon, Montana
My Commission Expires:
September 21, 2013



This instrument was acknowledged before me this 16th day of May 2012

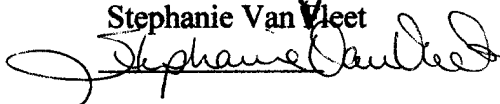
Carol A. Ficus Stratemeyer
Notary Public - State of Montana

(6)

Dated this 22nd day of May 2012

IN WITNESS WHEREOF, The Declarants have executed this instrument the day and the year above written

Stephanie Van Vleet



STATE OF MONTANA,)

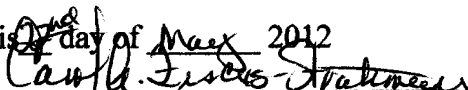
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County of Sanders)



Carol A Ficus Stratmeyer
Notary Public for the
State of Montana
Residing at: Noxon, Montana
My Commission Expires:
September 21, 2013

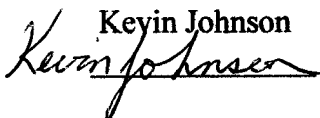
This instrument was acknowledged before me this 22nd day of May 2012


Notary Public - State of Montana

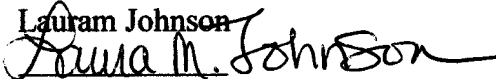
Dated this 16th day of May 2012

IN WITNESS WHEREOF, The Declarants have executed this instrument the day and the year above written

Keyin Johnson



Lauram Johnson



STATE OF MONTANA,)

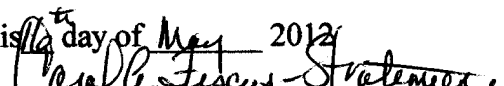
:SS

County of Sanders)



Carol A Ficus Stratmeyer
Notary Public for the
State of Montana
Residing at: Noxon, Montana
My Commission Expires:
September 21, 2013

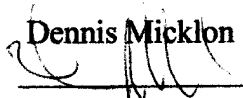
This instrument was acknowledged before me this 16th day of May 2012


Notary Public - State of Montana

Dated this 24 day of May 2012

IN WITNESS WHEREOF, The Declarants have executed this instrument the day and the year above written

Dennis Micklon



STATE OF MONTANA,)

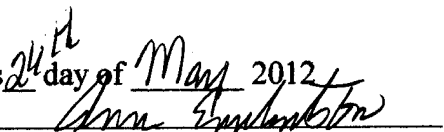
:SS

County of Sanders)

This instrument was acknowledged before me this 24th day of May 2012



ANN ENGBRETSON
NOTARY PUBLIC for the
State of Montana
Residing at Thompson Falls, Montana
My Commission Expires
July 10, 2015


Notary Public - State of Montana

Amendment to change the Small Town Covenants

After review it has become clear that there was a mistake in the Small Town Covenants. There isn't anyway to make amendments the covenants. This Amendment is to allow amendments to the Small Town Covenants. This Amendment will allow amendments to the covenants with a Two Thirds (2/3) majority vote of Small Town Homeowners.

We the following Small Town Homeowners are in favor of this Amendment:

Owner(s): <i>Neil Therrard</i>	lot # <i>18</i>
<i>Kevin Johnson</i>	<i>(25)</i>
Owner(s): <i>Lauran Johnson</i>	lot # <i>25</i>
Owner(s): <i>Bonnie Renshaw</i>	lot # <i>17</i>
Owner(s): <i>Ta-Sen</i>	lot # <i>11</i>
Owner(s): <i>Stephanie Campbell</i>	lot # <i>10</i>
Owner(s): <i>CMC</i>	lot # <i>1-6, 8-10, 12-16, 19</i>
	<i>21-24,</i>
Owner(s):	lot #
Owner(s):	lot #
Owner(s):	lot #
Owner(s):	lot #