

After recording return to:  
Frank LaMotte  
PO Box 1317  
Trout Creek  
Trout Creek, MT 59874

## ASPEN MEADOWS, a MINOR SUBDIVISION

### DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

Whereas, the Declarants are the owners of the following property: Aspen Meadows, a minor subdivision of four lots, in Government Lot 3 of Section 7, Township 23 North, Range 30 West, P.M.M., Sanders County, Montana.

Now, therefore, the Declarants do 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 to acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof. The word "lot" as used herein shall refer to each of the five parcels identified above. No driveways or entrances will be permitted on the Childs Road.

1. Re-subdivision: No lot may be re-divided into any parcel smaller than five (5) acres.

2. Residential Use:

a. Lots shall be used for single family residential purposes only. It is the intent to keep the entire subdivision as rural residential in character. Therefore, industrial, commercial or retail businesses may not be operated on any of the lots. However, home occupation businesses operated by the owner and/or immediate family members only, totally within the confines of a house or garage are allowed provided that they involve normal residential traffic only. (No retail traffic or home delivery of supplies).

b. All lots shall be used for single-family residential purposes only. No structures shall be erected, altered, placed or permitted to remain on any portion of any lot other than a single-family private dwelling of at least 700 square feet, having a garage no larger than is convenient and necessary for the storage of three (3) automobiles or pick-up trucks, and one (1) recreational vehicle, and such other buildings as may be incidental to residential use of the property.



3. **Equipment Storage:** No commercial or industrial logging or construction equipment including, but not limited to, crawlers, tractors, front-end loaders, skidders, and nor any truck of greater than one ton capacity may be stored or kept on any lot except during the period that such equipment is actively used in the improvement of the lot.
4. **Building Standards:** The following construction standards shall be followed for all improvements placed on the premises:
- a. All dwellings or houses must be new, limited to one per lot, be single family and have a permanent continuous perimeter foundation of concrete or concrete blocks. The dwelling or house may be frame, log or of modular construction. If modular, then the dwelling or house must be built to IBC codes or its successor codes. All construction will be to Uniform Building Code (UBC) standards. Motor homes or travel trailers may be lived in as temporary residence for no more than six months. No other temporary residences are allowed.
  - b. All construction, once begun, shall be completed as to exterior finish within 18 months after the start of construction.
  - c. Insofar as is reasonably possible, and financially practical for the lot owner, all garages, and outbuildings shall coordinate with the residence in construction style and exterior color.
  - d. No structure commonly described as a "mobile home," or "trailer," shall be placed or remain on any lot for any purpose except that recreational vehicles and trailers may be kept and used subject to the conditions set forth in the following section.
  - e. No residential building, nor any appurtenance or outbuilding, shall be less than ten (10) feet from any adjoining lot line, nor closer than twenty-five (25) feet to the road. All garages and outbuildings shall conform in architectural design and exterior appearance to any residence on the same lot.
  - f. Each residence, once constructed on a lot, 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 six (6) months after the damage occurs, and shall be completed within eighteen (18) 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 or she shall remove all debris and maintain the lot in a presentable and orderly manner until rebuilding occurs. Removal shall be completed within seven (7) months of the occurring damage.
5. **Recreational Shelter:** A single recreational vehicle or shelter, such as a travel trailer, motor home, or tent, may be placed upon any lot and used for temporary recreational purposes so long as sanitary facilities are available on the lot, and for a period not to exceed seven (7) months during any calendar year, until such time as a permanent residence is constructed. After the first anniversary of the start of a construction of a principal residence on any lot, there shall not be permitted any other form of temporary or recreational shelter, although such shelters as are above named may be stored on the lots, so long as they are not used for residential purposes. Exception: visitors may reside in their recreation vehicles for periods not to exceed nine (90) days annually.



5. **Owner's Livestock and Fences:** Any animals, including dogs, kept by an Owner must be kept within the boundaries of the Owner's property by fence or whatever means is necessary. No animal may be allowed to become an annoyance or nuisance to the neighborhood. No animal may run at large or endanger wildlife. No lot owner will be permitted to operate a hog farm, feed lot, or commercial poultry farm or domesticated animal breeding operation on any lot. Any fences constructed shall be attractive in appearance, well-constructed and well-maintained. Lot Owners shall not be required to participate in or pay for the construction of partition fences between lots. Any lot owner who wishes to fence their lot, must bear the expense of fencing unless the neighbor(s) voluntarily participate in the construction of the fence.

6. **Utilities and Driveways:** Each parcel owner will be responsible, at their own expense, for driveways from the main road system, drilling of wells for domestic water, sewage disposal systems, and utility installation. Power and telephone lines shall be installed underground from the main roadway access.

7. **Property Appearance:** No lot shall be used as a dumping or storage area for rubbish, trash, garbage, or garbage recycling. All garbage shall be kept in a closed container or building until removed to County-approved collection site. All garbage, pet food, etc., shall be contained in a manner as to not attract wild animals. No discarded, ruined, wrecked or dismantled motor vehicles that are not lawfully and validly licensed or are incapable of being driven are allowed on the lot unless stored in a building.

7. **Timber:** Trees within a building area may be removed for driveway or construction purposes, however, at least 50% of the trees outside the driveway and building area shall be left or replanted with other species. There shall only be light harvesting or thinning of trees. No clear cut or heavy harvesting allowed. It is the intent to preserve the wooded atmosphere within the subdivision by retaining a significant amount of trees on each lot, while also recognizing the need for defensible space and vegetation thinning as recommended by local fire authorities.

9. **Weed Control:** All parcel owners shall comply with the Sanders County Weed Control Program.

10. **Government and Agency Laws:** All parcel owners must comply with the Laws and Regulations of the State of Montana and Sanders County as to fire protection, building construction, sanitation, public health and safety.

11. **Hunting:** Hunting will be prohibited on the sub-division.

12. **Offensive Activity:** No noxious or offensive activity shall be carried on or permitted upon any parcel, nor shall anything be done which 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.

13. **Signage:** No signs or billboards for advertising or for any other purpose shall be displayed on any lot or building or structure upon any lot, except a sign not exceeding six (6) square feet advertising the property for sale or rent.

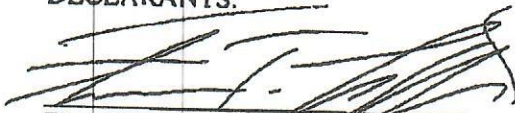


14. **Amendment:** Any amendment (s) to the within covenants and restrictions shall be made by written instrument, filed with the Sanders County Clerk and Recorder, and signed by majority of the lot owners.

15. **Enforcement:** The Declarant or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, easement, 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 condition, or restriction here in contained shall not be deemed a waiver of the right to do so thereafter. The Declarant shall not have the duty to take an affirmative action to enforce a restrictive covenant, nor shall it be subject to any liability for its failure to act. In any action for the enforcement of the covenants and restrictions, if the relief prayed for is granted in whole or in part, the Declarant for the lot owner shall be entitled to recover necessary court costs for the action, including reasonable attorney's fees.

16. **Severability:** Invalidation of any one of the covenants and restrictions by Court order, judgment or decree shall in no way affect the remaining provisions and they shall remain in full force and effect.

DECLARANTS:

  
FRANK LaMOTTE

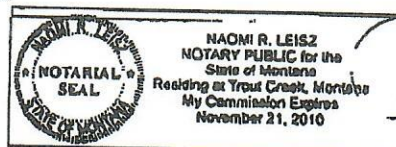
  
LORRAINE LaMOTTE

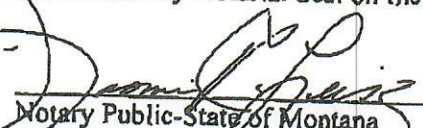
STATE OF MONTANA )

County of Sanders ) :SS

On this 15<sup>TH</sup> day of APRIL, 2010, before me, a Notary Public for the above state, personally appeared Frank LaMotte and Lorraine LaMotte, 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.



  
Notary Public-State of Montana  
Printed Name: NAOMI R. LEISZ  
Residing at: TROUT CREEK, MT.  
My commission expires: Nov. 21, 2010.

283574 BOOK: 1 MISC PAGE: 6477 Pages: 0  
STATE OF MONTANA SANDERS COUNTY  
RECORDED: 04/15/2010 3:09 KOX: SUBD DOCS  
JENNINE ROBBINS CLERK AND RECORDER  
FEE: \$5.00 BY: Ronid A. Wist  
TO: FRANK LaMOTTE PO BOX 1317, TROUT CREEK, MT 59874

ASPEN MEADOWS COVENANTS