Courtesy Disclosure
Re: CC&Rs and No Known HOA

The Seller is and has been the publicly recorded owner of this tract of land for over twenty years! For the entirety of that two decades of ownership he advises me that he has never received any notice, contact or information regarding the actual existence of Starwood Homeowner's Association, Inc., or any other functioning home owners' association - - never received any billing for HOA dues - - never been informed or otherwise been made aware of the actual, or proposed, existence of any architectural review committee - - or been made aware of any effort to apply the old CC&Rs to his property or any of the tracts involved.

The original developer's aspirational intention of the 1990's (see attached) seems to call for him to create an HOA ("Starwood Homeowner's Association, Inc.") at his own expense. To date we have found no indication that he ever did that, <u>or</u> that such an HOA ever functioned as the developer envisioned.

Moreover, and perhaps more importantly, we have searched the online records of the Montana Secretary of State and to date we find no record that any such HOA corporation currently exists in Montana. Despite all of the above, as a courtesy, we have attached a copy of the original developer's CC&Rs for whatever they may (or may not) be worth. Neither I nor the Seller makes any representations as to their current applicability or lack thereof.

In order to shed additional light on any question of their current applicability (if any), we are currently having the question reviewed in order to obtain a legal opinion regarding their current applicability (if any) and we will provide the results of that review to all offering parties.

Call Lamont 406-249-4997 **LamontKinkade@gmail.com**

Standard Recommendations, Policies & Practices
In the interest of providing smooth & trouble-free transactions based on fully informed decisions of the parties, the recommendations & disclosures of our Guides to Real Estate Transactions in Montana should apply in all client and customer relationships. Additional copies available on request. Likewise all Anti-Discrimination Laws, Real Estate Statutes, Regulations & Code of Ethics requirements shall apply.

Standard Disclosures,Terms,Conditions & Disclaimers
This information has been obtained from sources deemed reliable, but we do not guarantee its accuracy. Any and all square footages, dimensions, acreages, gallonages, other representations or flaggings are "courtesy estimations" only, and must be verified personally by Buyer and/or Seller. All offerings are made subject to change, error, omission, correction, sale or withdrawal without notice. Seek legal guidance if not understood.

Notice: This offer is void where prohibited by prior contractual commitments or law. This offer is not available for property or persons already subject to an "Exclusive Seller Agency/Representation", "Exclusive Right to Sell," "Exclusive Buyer Broker" or "Exclusive Buyer Agency/Representation" agreements (if applicable). We are pleased to cooperate with all exclusively designated Real Estate Agents. See also "Real Estate Agents Disclosures and Recommendations" (READR), available on www.Call-Lamont.com. Depending upon characteristics of each unique property, any custom marketing plan may include some, all or none of the activities shown, at the sole discretion of the Listing Agent. All results are dependent on pricing, terms and conditions being consistent with the evolving market conditions. The above items are not intended or offered as legal, tax or accounting advice but are strictly for general informational purposes only. Accordingly, all consumers are advised to seek competent legal and tax advice before signing anything or consummating any transaction. Lamont Kinkade is a licensed Real Estate Broker in the State of Montana, License #16273 BRO.
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CCAR

95191/5310

5 page amendment 5-28-95

CG-21449

AMENDMENT TO DECLARATION OF RESTRICTIONS and COVENANTS OF STARWOOD

THIS AMENDMENT is made this 28th day of June, 1995, by and among the undersigned property owners.

RECITALS

A. On the 20th day of August, 1992 a declaration of restrictions were recorded under Document No. 9224416310, records of Flathead County, Montana, establishing certain restrictions on the use of nine (9) tracts of land more particularly described below which are collectively and informally referred to as "Starwood".

B. The present owners of the lots subject to the covenants are:

Owner	Tract
JEFFREY R. and DIANE W. MEDLER	Tract 1: E½NE¼NE¼ T27N, R19W S32
PHILLIP and ELAINE ELLENBOGEN	Tract 2: W½NE¼NE¼ T27N, R19W S32
ARK DEVELOPMENT CORPORATION	Tract 3: E½NW¼NE¼ T27N, R19W S32
ARK DEVELOPMENT CORPORATION	Tract 4: W½NW¼NE¼ T27N, R19W S32 ←
DONALD G. and JEAN L. MURRAY	Tract 5: E½NE¼NW¼ T27N, R19W S32
ARK DEVELOPMENT CORPORATION	Tract 6: W½NE¼NW¼ T27N, R19W S32
ARK DEVELOPMENT CORPORATION	Tract 7: E½NW¼NW¼ T27N, R19W S32
ARK DEVELOPMENT CORPORATION	Tract 8: W½NW¼NW¼ T27N, R19W S32
ALICE DALMEIJER (BENDER)	Tract 9: E½W½SE¼SE¼ T27N, R19W, S29

C. The undersigned desire to amend the Declaration abovementioned and an amendment to the declaration may be made by proposing an amendment and adoption of a resolution approved by seventy-five percent of the owners of the above tracts. (This requires the assent of at least 7 of the 9 lot owners.)

NOW THEREFORE the undersigned hereby amend the Declaration of Restrictions and Covenants of Starwood as follows:

H

1. Paragraph numbered 1 of Article VIII entitled Residential Use which reads as follows:

> Each Tract shall be used only for residential purposes, limited to a "main" single family dwelling house and single family dwelling "guest" or "caretaker" house.

is hereby amended to read as follows:

> Each Tract shall be used only for residential purposes, limited to a "main" single family dwelling house and single family dwelling "guest" or "caretaker" house. Provided however notwithstanding this paragraph and paragraph numbered 27 professional businesses, consulting businesses, or home office business carried on solely by family members conducted entirely within a residential structure shall be permissible. No traffic shall be generated by such home activities in greater volume than would normally be expected in a residential neighborhood.

2. Two new sentences are hereby added to the end of paragraph numbered 22 of Article VIII entitled Animals on the Property as follows:

> Notwithstanding any other provision herein to the contrary, an owner of a tract may have up to four horses per tract (a tract consisting of 20 acres) except for tract nine which may have up to two horses) together with an appropriate outbuilding for the care, shelter and feeding of horses. The design and construction of the outbuilding shall be subject to the approval by the architectural control committee.

3. The undersigned hereby waive formal notice and compliance with paragraph numbered 3 of Article X requiring the proposal of a resolution to amend the covenants and agree this amendment to the covenants shall be deemed to be in full compliance with all requirements to amend the declaration of restrictions and covenants of Starwood.

4. This agreement may be executed in several counterparts by an owner signing the signature page and attaching it to the original agreement and all so executed shall constitute one agreement binding on all the owners of tracts in Starwood notwithstanding that all the parties are not signature to the original or the same counterpart.

IN WITNESS WHEREOF the undersigned have set their hands the day and year set next to their name.

95191/5310

DATE 6/26/95

ARK DEVELOPMENT CORPORATION

by: _____
President, Tracts 3,4,6,7,8

STATE OF MONTANA)
)ss.
County of Flathead)

On this 26th day of June, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared WALTER KUHN known to me to be the President of the corporation that executed the within instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF. I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate last above written.

LINDA KUNTZ NOTARIAL SEAL STATE OF MONTANA

Linda A. Kuntz
Notary Public for the State of Montana
Residing at Bigfork, Montana
My Commission Expires 9/1, 1996

95191/5310

DATE 6-26-95 — JEFFREY R. MEDLER, Tract 1

DATE 6-26-95 — DIANE W. MEDLER, Tract 1

DATE _____ — PHILLIP ELLENBOGEN, Tract 2

DATE _____ — ELAINE ELLENBOGEN, Tract 2

DATE _____ — DONALD G. MURRAY, Tract 5

DATE _____ — JEAN L. MURRAY, Tract 5

DATE _____ — ALICE DALMEIJER (BENDER), Tract 9

STATE Montana)
)ss.
County of Flathead)

On this 26 day of June, 1995 before me the undersigned, a Notary Public for the State of aforesaid personally appeared Jeffrey R. Medler and Diane W. Medler 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 the day and year in this certificate first above written.

PATRICIA L. SALOIS NOTARIAL SEAL STATE OF MONTANA

Patricia L. Salois
Notary Public for the State of Montana
Residing at Bigfork, MT
My Commission Expires January 19, 1996

95191 15310

DATE _____ JEFFREY R. MEDLER, Tract 1

DATE _____ DIANE W. MEDLER, Tract 1

DATE _____ PHILLIP ELLENBOGEN, Tract 2

DATE _____ ELAINE ELLENBOGEN, Tract 2

DATE 6-28-95 Donald G. Murray DONALD G. MURRAY, Tract 5

DATE 6-28-95 Jean L. Murray JEAN L. MURRAY, Tract 5

DATE _____ ALICE DALMEIJER (BENDER), Tract 9

STATE Montana)
)ss.
County of Flathead)

On this 28 day of June, 1995 before me the undersigned, a Notary Public for the State of aforesaid personally appeared Jean L. & Donald G. Murray and _____ 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 the day and year in this certificate first above written.

JEANIE LONGRIDGE NOTARIAL SEAL MONTANA

Jeanie Longridge
Notary Public for the State of Montana
Residing at Kalispell Mt.
My Commission Expires Oct. 28, 1995

INDEXED	V
COPIED	
COMPARED	

Return: ARK Development
300 Bridge St.
Bigfork, MT 59911

4

3737

STATE OF MONTANA,
County of Flathead | ss

Recorded at the request of CGTC
this 10 day of July, 19 95 at 3:31 o'clock P. M and recorded in the records of Flathead County, State of Montana.

Fee $ 30 Pd.

RECEPTION NO. 95191 15310

RETURN TO _____

Susan H. Lederfield
Flathead County Clerk and Recorder

Sherry L. Singleton
Deputy

3 Tiarney CS16458

92244/6310

✓ 13 pages 8-20-92

DECLARATION OF RESTRICTIONS AND COVENANTS RUNNING WITH AND UPON THE STARWOOD TRACT FLATHEAD COUNTY, MONTANA

085 60050 CC03865

This Declaration is made this 20 day of August, 1992, by Rocky Mountain Habitats, Inc., a Montana Corporation, (hereinafter referred to as "Declarant"):

WHEREAS, Declarant is the owner of the real property as described in Exhibit A", being the Starwood Tract to which these covenants and restrictions will apply.

The Declarant set forth herein general covenants and restrictions running with and upon the land described in Exhibit "A", (hereinafter the "Tract" and/or "Premises") which shall and the same hereby do pertain to all of the Tract.

It is further the intentions of the Declarant that it may, from time to time, increase the area of land to be bound by these restrictions and covenants, in which case it will incorporate the provisions herein by reference, providing for the changes specifically, and attaching additional maps as additional exhibits.

Declarant desires to create on the Tract a planned community of uses provided for on the area shown Tracts and intended to be sold and including common properties as defined herein, such common properties to be for the benefit of such home owners association.

NOW, THEREFORE, Declarant declares that the real property shown on Exhibit "A" is and shall be held, transferred, sold, conveyed, leased and occupied subject to covenants, restrictions, easements, charges and liens hereinafter set forth, which shall run with the land and shall be binding of all parties having or acquiring an interest in any of the said Premises.

ARTICLE I -DEFINITIONS

The following words when used in this Declaration or any supplement hereto shall have the following meanings:

(1) ASSOCIATION - shall mean and refer to (hereinafter "shall mean and refer to " shall be represented in the definitions section by a dash "-") Starwood Homeowner's Association, Inc. a non-profit corporation of the State of Montana, either now formed or hereafter to be formed.

(2) ARCHITECTURAL CONTROL COMMITTEE - Committee of Association members which shall be appointed from time to time pursuant to the Bylaws.

(3) ACC - Architectural Control Committee

(4) BOARD - Board of Directors of the Starwood Homeowners Association, Inc.

(5) BYLAWS - The Bylaws of the Association.

(6) COMMON PROPERTY - Those areas of land intended to be devoted exclusively to the common use and enjoyment of the owners or tenants of the Tracts and of the Association. Which are, at present, the private road and utility easement ways shown on Certificate of Survey No.

10718, which shall be considered common property for the purpose of this Declaration, even though such easement ways are not designated or conveyed as separate parcels.

(7) COVENANTS AND RESTRICTIONS - Easements, charges, liens, promises, conditions, covenants and restrictions as set forth in this Declaration.

(8) DEDICATE - Deed or otherwise convey interest in real estate with or without consideration and without prior approval and without any grounds for objection by an owner or tenant of the properties of the Association.

(9) DECLARANT - Rocky Mountain Habitats, Inc., a Montana corporation, its successors and assigns.

(10) DUES - Assessments, liens, charges and other financial conditions imposed by the Association pursuant to the Bylaws.

(11) MEMBER - Member of the Association as defined by the Bylaws.

(12) MUNICIPALITY - Flathead County or other appropriate governing body.

(13) OUTBUILDINGS - Includes trailers, tents, shacks, garages, barns, shelters, and sheds whether temporary or permanent and regardless of whether occupancy is designed or utilized for humans or animals.

(14) OWNER - The fee, record title holder(s) of any Tract situated upon the properties including any individual(s) or entity that is to acquire an interest in a property pursuant to a Contract for Deed; owner shall not include: (1) a mortgagee unless mortgagee shall have acquired title by foreclosure or other means; (2) equitable owner; (3) possessor or a future interest; (4) person or entity who acquires an interest or occupies pursuant to a lease.

(15) PAVE - Include any artificial surface or surfacing upon the land with such materials as stone, concrete or blacktop for such purposes as driveways, patios or sidewalks.

(16) PLAN - The Planned Residential Development of Rocky Mountain Habitats, Inc. known as Starwood as shown of Certificate of Survey No. 10718 and as may be amended or modified from time to time by Declarant.

(17) PROPERTIES - The property(ies) and/or Tracts set forth in Exhibit "A" or on the Plan.

(18) STRUCTURE - Any building including outbuildings.

(19) SUBORDINATE - Secondary

(20) TRACT - Each tract shown on Exhibit "A" shall be considered a separate tract.

ARTICLE II - ACCEPTANCE OF COVENANTS AND RESTRICTIONS

Creation of or acquiring an interest in any real estate premises described in Exhibit "A", whether the interest is legal, equitable, present, future or leasehold, is acceptance of all terms, conditions, rights and duties by the individual or entity with the said ownership or interest, as set forth in this Declaration.

ARTICLE III - STARWOOD HOMEOWNERS ASSOCIATION

1. Creation and Existence

The Starwood Homeowners Association, Inc. shall be created as a non-profit Montana corporation by the Declarant at the initial expense of the Declarant and shall remain in existence until such time that the common properties are dedicated to the Municipality, if ever. In addition, it is established for the purposes of monitoring, enforcing, amending, administering, and any other interest an owner shall have in the common values of the Premises.

2. Membership

Every person or entity who is an owner of any Tract of the Premises shall automatically become a member of the Association. This provision is intended to be mandatory so that an owner is also a member. Any person or entity who holds an interest merely as a security for the performance of an obligation shall not be deemed an owner of a member.

3. Voting Rights

Subject to the limitation in Article VII, Provisions Pertaining to Declarant, every Tract owner shall be entitled to one vote for each Tract owned.

4. General Rights and Duties of Membership

The rights and duties of the members including dues and assessments as hereinafter more specifically referred to, shall be provided in the Bylaws.

ARTICLE IV - THE COMMON PROPERTIES

1. Easement of Enjoyment

Subject to the provisions of Paragraph 3 of this Article, every member shall have a right and an easement of enjoyment in and use of the common property. Such easement shall be appurtenant to and shall pass with title to everyTract.

2. Title of Common Properties

The Declarant may retain the legal title to the common property until the conveyance of the last Tract of the Premises at which time the Declarant shall convey the common property to the homeowner's association.

3. Extent of Members Easement

The rights and easements of enjoyment created hereby shall be expressly subject to the following: (a) the right of the Declarant to encumber the common properties by mortgage or the other security instrument, subject to however, the provisions in Paragraph 2 above; (b) the right of the Association as provided for in the Bylaws to suspend the enjoyment of the right of any Member for good cause as set forth therein; (c) the right of the Association to charge reasonable admission and other fees for the use of the common properties; (d) the right of the Association to admit other such persons to use the common properties as provided for in the Bylaws; (e) the right of the Declarant or the Association to dedicate or transfer any or all of the common properties to any public municipality or authority or the like.

ARTICLE V - COVENANT FOR DUES AND ASSESSMENT

1. Creation of Lien and Personal Obligation for Dues and Assessment

The Owner of any Tract by acceptance of a Deed therefore or by acquiring ownership or other interest in any other manner, whether or not it shall be so expressed in any such Deed or other method of transfer, shall be deemed to covenant, promise, and agree to pay the Association or its nominee, such assessments or dues which shall be levied by the Association pursuant to its Bylaws. The assessments and dues together with any penalty charges, interest at the rate of 12% per annum from the date due and/or costs of collection, including reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment together with interest and cost of collection, reasonable attorney's fees, shall also be the personal obligation of the person or entity who is the owner of such property at the time when the assessment became due.

2. Effect of Non-payment of Assessment

If the assessment is not paid on the date due, then such assessment shall become delinquent and shall, together with interest and costs of collection, including reasonable attorney's fees, shall be a continuing lien on the property and the personal obligation of the then owners. Thirty days after delinquency, the Association may bring an action at law against either the owner personally or to foreclose the lien against the property, together with such other remedies as may from time to time exists.

3. Subordination of Assessment Lien to First Mortgage

The lien of the assessment provided for herein shall be subordinate to a lien of any first mortgage now or hereafter placed upon the property, provided however that such subordination shall apply only to the assessment which has become due and payable prior to the sale or transfer of such property pursuant to a Decree of Foreclosure of any other proceeding pursuant to the mortgage or prior to a transfer by deed in lieu of foreclosure. Such sale or transfer shall not relieve the property from liability for any assessment thereafter becoming due nor from the lien or any subsequent assessment. Nor shall such sale or transfer relieve the delinquent owner from any personal liability.

4. Basis for Assessment

During the Annual Board of Directors meeting held in November of each year the Directors shall present to the Members the proposed budget for the following fiscal year. The fiscal year is to be from January 1 to December 31 of every year. The budget is to include such items as insurance, road maintenance, snow removal, legal fees and any other items the Board deems necessary for the proper operation of the Association. The budget will be considered adopted by the Board when the majority of the Directors accept the budget by a vote. Owners will be assessed for their respective Lot as established by the Board.

ARTICLE VI - ARCHITECTURAL CONTROL COMMITTEE

1. Approval Required

No building, structure, sign, or any other improvement including contouring of land and planting shall be erected, placed, or altered on any Tract until and unless plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color schemes, location and approximate cost of building, structure, other improvements and the grading and landscape plans including topography and contours of the Tract or Tracts affected shall have been submitted to

and approved in writing by the Architectural Control Committee, in form and manner as described by the Bylaws and further subject to the applicable codes of the Municipality. However, the Declarant and the Declarant's Construction Lender shall be exempt from the review and/or the control of the ACC.

2. Appointment of the Architectural Control Committee

The ACC shall be appointed by the Declarant from time to time and shall include such persons or members as Declarant may in its sole and exclusive decision provide until the Declarant no longer owns any Tract. Thereafter the appointments shall be made by the Association as provided in the Bylaws.

3. Comprehensive Plan

The ACC shall develop and maintain from time to time a Comprehensive plan consisting of a set of written guidelines explaining their applicability, which shall provide the basis of the decision of the said committee and shall be available for public inspection upon reasonable terms and conditions as provided in the Bylaws, provided however that the terms of this Declaration shall be construed to constitute a sufficient comprehensive plan until such time as the ACC shall adopt a further plan, or amendments or changes hereto.

4. Submission of Plans

All plans submitted must be in duplicate, one copy of which will be retained by the Declarant regardless of action taken. Approval shall be made in writing with notations on each sheet of the plans submitted and as otherwise provided in the Bylaws. The obligation to submit plans and obtain approval as set forth herein shall apply also to the common properties.

5. Approval or Denial

The ACC shall have the right to disapprove of any such plans which do not so conform to the comprehensive plan and/or are not suitable in its sole opinion for aesthetic or other reasons considering the suitability of the proposed building or other structure, and the materials of which it is to be constructed, the color scheme, the site upon which it is proposed to be erected, the harmony thereof with the surroundings and the effect of such proposal upon the entire Tract. All meetings of the ACC and written records of its proceedings and decisions shall be open to attendance and inspection by members of the Association. Final approval or denial shall be in writing pursuant to the other provisions of the Bylaws. Failure of the Committee to approve or disapprove such plans within 60 days of their presentation pursuant to the Bylaws, shall be deemed approval.

6. Immunity

Neither the Declarant nor any Member of the ACC nor the ACC itself nor the Association nor any of it's agents shall be liable for damages to anyone submitting any plans or requests to them for approval or to any owner affected by these covenants by reason of mistake in judgement, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve of any such plans or requests. Every applicant agrees by submission of such plans that no action in law or equity will be brought or maintained to recover any damages, including but not limited to damages for any cause of action now or hereafter existing.

7. Enforcement

Declarant, the Association, the ACC, the Municipality and/or any member of the Association has

the express right to enjoin the action or inaction of any person or entity which fails to comply with this Article. The subparagraph is intended to make provision for any such action in the District Court of Flathead County, Montana, but it is not intended to limit in any way the rights or remedies available to the Declarant or to the Association.

ARTICLE VII - PROVISIONS PERTAINING TO DECLARANT

Notwithstanding any other provisions herein, for so long as Declarant continues to own any of the Tracts, the following provisions shall be deemed to be in full force and effect.

(i) Declarant shall have the right at any time to sell, transfer, lease, re-let, subdivide, or combine any Tracts which Declarant continues to own after this Declaration has been recorded, without regard to any restrictions relating to the sale, transfer, lease, subdivision, or combination of Tracts contained herein, and without consent or approval of the Board or Association or any other Tract owner being required. Declarant shall have the right to grant further easements for road and utility purposes across Common Property. However, the Declarant will not perform any act that is inconsistent or contrary to the then existing ordinances of the Municipality.

(ii) For so long as the Declarant owns one Tract, a majority of the Board members shall be selected by the Declarant. No later than the earlier of (a) 120 days after the conveyance of the last Tract or, (b) five years following conveyance of the first Tract to an owner other than the Declarant, the owners, other than the Declarant, shall elect three (3) member of the Executive Board all of whom shall be Tract Owners other than the Declarant who shall replace the three.

(iii) Declarant does not make, and specifically disclaims any intent to have made, any warranty or representation in connection with anyTract, Common Property, the Premises, or these Covenants and Restrictions, except as specifically set forth herein or in any agreement of sale for a Tract, and no person shall rely upon any warranty or representation not so specifically made therein.

(iv) The Declarant shall have the right to transact business on the property necessary to consummate the sale or leasing of Tracts, including, but not limited to, the right to maintain model displays, signs, employees in the office and to use the Common Properties.

(v) During the period of time in which structures are under construction by the Declarant, or it's agent, or are for sale, no dues shall be charged against the Declarant as the Owner of Tracts on which living units have not been completed and sold.

(vi) Declarant reserves the right, prior to settlement upon any Tract, to adjust the boundary line thereof, and, reserves the right at any time, prior to the conveyance of the Common Property to the Association, to adjust the boundary lines of the common property, including but not limited to changes to comply with Article IV hereof. Declarant further reserves the exclusive right to apply to proper municipal authorities for amendment of the plan, and to make any adjustments in the boundary lines of the property still held in its name at time of such amendment. The word "boundary lines" as used herein shall include title lines of any nature either with respect to Tracts or the Property as a whole.

(vii) For each and every Tract the Declarant continues to own, the Declarant shall have the equivalent of five (5) votes.

ARTICLE VIII - MISCELLANEOUS COVENANTS AND RESTRICTIONS

In addition to the comprehensive plan which may exist from time to time the following covenants and restrictions run with the land, as to both the Tracts and the Common Properties.

1. Residential Use - Each Tract shall be used only for residential purposes, limited to a "main" single family dwelling house and single family dwelling "guest" or "caretaker" house.

2. Building Sites - At no time shall any Tract be stripped of its top soil, trees, or allowed to go to waste or waste away by being neglected, excavated, or having refuse or trash thrown, dropped or dumped upon it. No lumber, brick, stone, cinder blocks, concrete blocks or other building material shall be stored upon any Tract more than a reasonable time for the construction of which said materials are to be used. Declarant reserves for itself, it's assigns, its and their agents and for the Association, the right to enter upon any Tract on which a structure has been constructed (without prior written approval of the ACC or Tract Owner) by persons with or without suitable equipment and/or devices, for the purposes of clearing the land, which in the opinion of the Declarant or of the Association detracts from the overall beauty, setting and/or safety of the properties. Such entrance for the purposes of clearing the land shall not be deemed a trespass or other invasion of interest, use or possession. Provisions in this paragraph shall not be construed an obligation upon the Declarant and the Association may charge the owner or occupier of such Tract such services and shall be entitled to be paid by such owner or occupier and may enforce such obligation in an action at law or equity.

3. Tract Size - No Tract or boundary shall be subdivided, partitioned or in any other manner reduced in size except by the Declarant in conformity with the existing rules, laws and regulations. Owners may subdivide tracts into parcels no smaller than ten (10) acres.

4. Set-back and Height of Structures - No building, structure, alteration, or improvement shall exceed thirty-five (35) feet in height measured from the average level of finished grade.

No building or structure shall be erected, placed, constructed or remodeled so as to be less than fifty (50) feet from all property lines. These set-back requirements may be modified if there is adequate natural screening or additional proposed screening to limit the impact of visual intrusions upon adjacent Tract Owners.

5. Exterior Materials of Buildings - All buildings and structures shall be as harmonious and compatible with the site to be built on as possible. Natural building material and colors shall be used so as to blend in with the surroundings. The elements of log, wood siding, wood roofing, locally occuring river rock and lichen rock, metal roofing of either dark forest green, gray, dark brown and slate roofing shall be used. However, any wood roofing installation proposed must be reviewed to determine that such installation and its maintenance shall meet a ULA Class A Fire Rating and that it is substantially safe from fire hazards.

6. Compliance with Codes - All construction shall conform to:
the Uniform Building Code, National Plumbing Code and the National Electrical Code.

7. Movement of Buildings - No building or structure of any kind shall be moved to or from any Tract unless approved in writing by the ACC pursuant to the Bylaws.

8. Overhead Wires, Antennas, and Satellite Receivers - No overhead wire, including telephone, electric, television, or cable may be constructed or permitted to remain upon or across any Tract. All portions of wires not located entirely within the enclosed portion of a structure must be buried beneath the surface of the ground. All antennas and satellite receivers shall be concealed as much as possible with screening of vegetation and painted dark green, black or dark brown.

9. Paving and Parking Areas - No Tract or common property shall be paved except patios, sidewalks, roads and driveways. It is the intention of this Declaration to promote grass, garden and

natural ground usage of the properties and to eliminate vehicle parking and storage of property in areas other than specifically set forth and maintained for such purposes. All such storage areas shall be constructed so as to maintain a complete visual screen of natural elements from any adjacent Tract Owner.

10. Cutting and Removing Trees - It is intended to encourage good forest management and diseased or dying trees that pose a health threat or a visual intrusion to the Property shall be removed as soon as possible by the Tract Owner.

11 Fuel and Storage Tanks - No fuel or similar storage receptacles may be exposed to view. Such may be installed only within the main structure or an accessory structure.

12. Garbage and Refuse Disposal - No Tracts shall be used as a dumping ground for rubbish. All trash, garbage and refuse stored outside of any building shall be stored in receptacles designated by the ACC. No burning of trash, garbage or refuse shall be allowed. No waste materials shall be stored in such a manner that they may be transferred off the property by natural causes, including, but not limited to wind, rain, or animals.

13. Excavating and Drilling Operations - No excavating and drilling operations including, but not limited to, oil drilling, oil development, quarrying and mining operations of any kind shall be permitted upon the Property or in any tunnel. No derrick or structures designated for use with such operations shall be erected or maintained or permitted upon the property.

14. Nuisances - No noxious, offensive, or illegal activity shall be carried on or upon any Tract, nor upon any other portion of the property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plant or animal, or device, or thing of any sort whose normal activities or existence is in any way noxious, illegal, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

15. Mailboxes - Placement and aesthetic appearances of mailboxes shall be subject to regulation by the ACC.

16. Clotheslines - No clotheslines shall be permitted which are visible upon from surrounding Tracts.

17. Outdoor Decorations - No statues, replicas of animals or persons or other objects of this nature may be affixed or placed on any Tract or building where they would be visible from any other Tract or common property without prior written approval of the ACC.

18. Fences - No fence shall be permitted except wood split-rail and log fencing.

19. Easement - Declarant reserves unto itself, it successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric wires, cables, conduits, sewers, water mains and other suitable equipment for the convenience and use of electricity, telephone equipment, gas, sewer, water, or other public conveniences or utilities on, in or over each Tract or common property. These Easements and rights expressly include the right to cut any trees, bushes or shrubbery, make grading of the soil or to take any other similar action reasonably necessary to provide economical and safe utility installation and maintenance and to maintain reasonable standards of health, safety and appearance upon the Tract. Declarant also reserves the right to locate wells, pumping stations and tanks. Such rights may be exercised by any licensee or agent of the Declarant but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service. Such easement may be for service upon any property determined by the

Declarant, and shall not be limited to an easement for service to or upon the properties which are the subject of these covenants and restrictions

20. Right to Enter and Take Action on Tracts - The Association, after 10 days written notice to the Lot owner or occupier pursuant to the Bylaws, shall have the right to enter upon any Tract for the following purpose: to remove and dispose of any derelict wrecked, abandoned, non-functional or unsightly automobile or other vehicle or other type of nuisance or violation of the Covenants and Restrictions and assess the costs thereof against the member of the owner of the property from which the automobile or other vehicle or other type of nuisance or violation of the Covenants and Restrictions was removed or from such other owner as the Association may reasonably determine. This right shall be generally extended to the Declarant or to the Association to remove any derelict, abandoned or other type of property which constitutes a threat to the health, safety, and welfare or aesthetics of the Tract or of the members.

22. Animals on the Property - No animals of any kind shall be permitted on the common property. No animals, livestock, or poultry of any kind shall be raised, bred or kept on or within any Tract except that dogs, cats or other normal household pets may be kept on or within the Tracts, provided they are not kept, bred or maintained for any commercial purposes. No household shall have more than two pets and owners are to retain their pets to their own property or to have their pets on a leash or other device when on common elements. No animals may be kept on the property which result in any annoyance to or are obnoxious to other unit owners or tenants in the vicinity. The Board's decision following any complaint in this regard shall be final.

23. Driveways and Accessways - No parking of any equipment, vehicles or other devices shall be allowed on any driveway or accessway that serves another Tract. All vehicles and equipment that are parked on an owner's Tract shall be parked in an approved parking area or so the parked vehicle is not visible from the Tract's perimeter.

24. Swimming Pools - All above-ground and in-ground pools are subject to review by the ACC, including hot tubs if outside the building.

25. Maintenance Obligation of the Association - The Association shall be responsible for maintaining Roadway A as shown on Certificate of Survey No. 10718. All other driveways as shown on the Certificate of Survey shall be maintained, pro-rata, by the Tract owners that the driveway easements are appurtenant to. The Starwood Homeowner's Association shall also be a member in the Swan Hill Road Association.

26. Rights and Easements - No right or easement reserved to the Association or to the Declarant shall constitute an obligation on the part of either to take any action to exercise such right or easement nor to provide any service for which such right or easement is granted.

27. Business and Related Use - No part of the properties shall ever be used, caused, allowed or authorized in any way, directly or indirectly, to be used for business, commercial, manufacturing, industrial, mercantile, storing, vending, or other such purposes, subject however, to the provisions contained in Article VII pertaining to Declarant.

29. Water Runoff - No Tract owner shall allow any water, chemicals, detergents, cleaning agents, toxins or the like to enter into, either directly or indirectly the soil or lake, river or ponds. If excavation is necessary to perform some construction activity as approved by the ACC the Tract owner shall ensure that precautions are taken to prevent any water runoff from carrying any mud, silt or debris into any body of water.

3C. Landscaping - Owners are encouraged to use native and natural vegetation for landscaping.

ARTICLE IX - TERMINATION AND ENFORCEMENT

1. Term - These Covenants and Restrictions shall remain in effect perpetually from the date of filing with the County Recorder.

2. Landlord and Tenant - The owner of the Tracts is responsible for compliance with the terms of this Declaration by any tenant or other persons or entities occupying or using the leasehold premises. The Association or Municipality or the Declarant are entitled to enforce the provisions of these covenants and restrictions. The cost of such enforcement may be assessed against the owner and/or his tenant.

3. Deed and Lease Reference - It shall be the duty of every owner creating or transferring an interest in the Tract to include a reference to this Declaration in the Deed, Lease or other instrument creating an interest in the property. No Tract owner shall lease or rent his property for less than a one month term.

4. Notices - Any notice required to be sent to any member or owner pursuant to this Declaration shall be deemed to have been properly sent when mailed postpaid, by regular mail to the last-known address of the person who appears as member or owner on the official records of the Association. The duty of notifying the Association of an address change is upon the owner.

6. Enforcement - If any owner of any Tract or his heirs, successors or assigns shall violate or attempt to violate any of these restrictions and covenants, it shall be lawful for the Declarant or assigns, the Association or any owner or the Municipality to prosecute in any proceeding in law or in equity against the person, or persons, or entities violating or attempting to violate any such covenants. Waiver of the enforcement of other apparent violations or of the condition which is the subject of the instant enforcement action, shall not be considered a proper defense. The prosecutor of such an action at law shall be entitled to recover reasonable attorney's fees and cost from the owner against whom such an action is successfully maintained.

ARTICLE X - INTERPRETATION, SEVERABILITY AND AMENDMENT

1. Interpretation - In any conflict between Article VII hereof and any other provision hereof, Article VII shall govern and supersede such conflicting provision. In any other conflict between provisions hereof, the decision of the Association as to the interpretation or governing provision shall be determined.

2. Severability - Invalidation of any of these covenants and restrictions by judgement or court order shall in no way affect any other provisions of this Declaration, all of which shall remain in full force and effect.

3. Amendment - So long as Declarant retains ownership of one Tract this Declaration may be amended by Declarant, it's successors, or assigns, and only by them. Thereafter, an amendment may be proposed by either the Association or by fifty per cent of the Tract owners. A resolution adopting a proposed amendment must bear the approval of the owners of seventy-five percent of the owners of Tracts. No amendment of Paragraph 3 , Article V, or Article XI shall be effective without the consent of all mortgagees affected.

ARTICLE XI - RIGHTS OF MORTGAGEES

Any Mortgagee shall upon request:

92244 16310

(i) Be permitted to inspect the books of the Association, during normal business hours;

(ii) Receive a copy of any audit performed by the Association, and be permitted to designate a representative to attend and observe all meetings;

(iii) Receive written notification from the Association of any default by any of it's mortgagors in the performance of his obligations to the Association which is not cured within thirty days.

IN WITNESS WHEREOF, the Declarant, by it's authorized agents, has executed this instrument on this 20th day of August, 1992.

ROCKY MOUNTAIN HABITATS, INC.

BY _____
President

92244 16310

STATE OF MONTANA)
)
County of Flathead)

On this 31 day of August 1992, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared GARY J. KAUFFMAN, known to me to be the President of Rocky Mountain Habitats, Inc. whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate last above written.

Notary Public for the State of Montana
Residing at Kalispell
My Commission Expires 1-25-95

92244 16310

EXHIBIT A

STARWOOD TRACTS

TRACT 1	E1/2 NE1/4 NE1/4 T27N R19W SECTION 32	4B
TRACT 2	W1/2 NE1/4 NE1/4 T27N R19W SECTION 32	4C
TRACT 3	E1/2 NW1/4 NE1/4 T27N R19W SECTION 32	4D
TRACT 4	W1/2 NW1/4 NE1/4 T27N R19W SECTION 32	4 ←
TRACT 5	E1/2 NE1/4 NW1/4 T27N R19W SECTION 32	3B
TRACT 6	W1/2 NE1/4 NW1/4 T27N R19W SECTION 32	3C
TRACT 7	E1/2 NW1/4 NW1/4 T27N R19W SECTION 32	3D
TRACT 8	W1/2 NW1/4 NW1/4 T27N R19W SECTION 32	3
TRACT 9	E1/2 W1/2 SE1/4 SE1/4 T27N R19W SECTION 29	1A

STATE OF MONTANA,
County of Flathead } ss

Recorded at the request of CGTC

this 31 day of Aug 1992 at 4:31 o'clock P M and recorded in the records of Flathead County, State of Montana.

Fee $ 78.00 Pd.

Susan H. Haderfield
Flathead County Clerk and Recorder

RECEPTION NO: 92244 16310

Nancy C. Pierce
Deputy

RETURN TO County Guaranty
Box 73
Kalispell, Mt
59903-0073

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