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**AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
GLACIER VILLAGE GREENS
SUBDIVISION PHASE III**

This Amendment to the Declaration of Covenants, Conditions and Restrictions of Glacier Village Greens Phase III is hereby fully adopted by a vote of more than seventy-five (75) percent of all the owners of the lots within said subdivision Phase III Glacier Village Greens.

The Amendment to said Covenants applicable to Phase III is the deletion in its entirety of those paragraphs entitled "CONSTRUCTION STANDARDS" and "HITCHES AND TONGUES" which are found under Article IV, Architectural Control, and shall be replaced by the following:

CONSTRUCTION STANDARDS: All homes shall be custom built on-site and meet all uniform codes for building, electrical, and plumbing. No basements shall be permitted in Phase III unless specifically authorized by the Architectural Committee. Minimum internal square footage shall be no less than 1250 sq. ft. An entrance door must be visible from the street. Any garage, whether attached or detached, shall have dimensions of not less than 21' X 21' and not exceed 1616 sq. ft. Window air coolers are prohibited unless approved by the Association. Roofs must be non-metallic and of an earth color. Wood burning stoves and fireplaces will not be approved.

Roadways shall be built and paved to Flathead County standards. Signs identifying roadways shall be placed and maintained in accordance with standards established by Evergreen Fire Dept. All houses shall be numbered, with numbers clearly visible from the roadway.

We, the undersigned, being the homeowners of more than seventy-five (75) percent of all the lots in Glacier Village Greens Subdivision Phase III hereby vote in favor of said Amended Declaration by affixing our signatures hereto.

Dated this 15 day of April, 2000

**HOMEOWNERS OF SUBDIVISION PHASE III
OF GLACIER VILLAGE GREENS:**

95258/5200

AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
GLACIER VILLAGE GREENS
SUBDIVISION PHASE III

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This Amendment to the Declaration of Covenants, Conditions and Restrictions of Glacier Village Greens Phase III is hereby fully adopted by a vote of more than seventy-five (75) percent of all of the owners of the lots within said subdivision Phase III of Glacier Village Greens.

The Amendment to said Covenants applicable to Phase III is the deletion in its entirety of that paragraph entitled "Adult Occupancy Only" which is found under Article 5, Usage Restrictions.

All other provisions of said Covenants are hereby ratified and approved.

We, the undersigned, being the lot owners of more than seventy-five (75) percent of all of the lots in Glacier Village Greens Subdivision Phase III hereby vote in favor of said Amended Declaration by affixing our signatures hereto.

Dated this 17th day of July, 1995.

LOT OWNERS OF SUBDIVISION PHASE III B
OF GLACIER VILLAGE GREENS:

0981557
0981578

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
GLACIER VILLAGE GREENS SUBDIVISION, PHASE III
AND
GLACIER VILLAGE GREENS HOMEOWNERS ASSOCIATION, INC.

This declaration is made as of this 1st day of MAY, 1992, by the undersigned, being the Owners of the real property encompassed by the plat of Glacier Village Greens Subdivision, Phase III.

WITNESSETH:

WHEREAS, Glacier Village Greens, Inc., is the developer of the tract of real property known as Glacier Village Greens Subdivision, Phase III, a plat or map thereof which is or shall be on file and of record in the office of the County Clerk and Recorder, Flathead County, Montana; and

WHEREAS, Developer is desirous of subjecting said real property to the covenants, conditions and restrictions hereinafter set forth, each of which is and are for the benefit of said property and for each owner thereof, and which shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof;

NOW, THEREFORE, Developer and the undersigned Lot Owners hereby declare that the real property described in Article I is and shall be held, transferred, sold and conveyed subject to the covenants, conditions and restrictions hereinafter set forth:

**ARTICLE I - PROPERTY SUBJECTED TO THIS DECLARATION
AND DEFINITIONS**

PROPERTY: The real property which is and shall be held, transferred, sold, and conveyed subject to the covenants, conditions and restrictions hereinafter set forth is more particularly described as follows:

Glacier Village Greens, Subdivision Phase III, according to the plat or map thereof which is or shall be on file and of record in the office of the County Clerk and Recorder, Flathead County, Montana.

DEFINITIONS:

"Association" shall mean the Glacier Village Greens Homeowners Association, Inc., its successors and assigns.

"Lot Owner" shall mean the record owner of a fee simple title to any lot which is a part of the properties and shall include contract purchasers.

"Property" shall mean the real property described in Article I.

"Common Area" shall mean all real property maintained by the Association for the common use and enjoyment of others, including but not limited to parks, conservation area, roadways, and other areas.

"Lot" shall mean any plot of land shown upon any recorded subdivision plat or map of the property with the exception of the Common Area and Developer's Park area.

"Developer" shall mean Glacier Village Greens, Inc., or any entity which succeeds it as primary owner of the subdivision.

"Developer's Park" is the area intended to be used solely for the construction, maintenance and use of a golf course and related uses (club house, parking, driving range, etc.). No development of residential lots will be incorporated on any part of the developer's park of this Phase or future phases of Glacier Village Green. Ownership of the developer's park area is retained by the developer, its heirs and assigns.

ARTICLE II - PURPOSE

PURPOSE: The property is subject to the covenants, conditions and restrictions hereby declared to insure the best use and most appropriate development and improvement of each building site thereof; to protect the owners of building sites and to appreciate the value of their property; to preserve so far as is practicable the natural beauty of said property; to guard against the erection thereon of structures built of improper or unsuitable material; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon; to adequately provide for a high quality of improvements of said property and thereby enhance the values of improvements made by purchasers of building sites thereof.

ARTICLE III - HOMEOWNER'S ASSOCIATION

ASSOCIATION PURPOSE. Developer has formed a non-profit corporation under the name, Glacier Village Greens Homeowners Association, Inc. The Association's purpose is to own, maintain, insure and repair the roadways and common areas, plus provide such other services and facilities to the Members as it may determine. The Association shall also appoint members of the Architectural Control Committee in accordance with the provisions of Article IV hereof.

ASSOCIATION MEMBERSHIP. The Association formed by the Declarant shall have as members the owner of each Lot. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Members shall participate in a manner prescribed by this Declaration and By-Laws of the Association, and the resolutions and policies of its Board of Directors. In the event of multiple owners of a lot, the person whose name first appears on the deed shall be the member unless the Association is otherwise instructed in writing by all of the owners of an interest in the lot.

DUTIES OF MEMBERS. Each member shall fully comply with any and all obligations and liabilities created herein, including, without limitation, the payment of any and all assessments, levies and charges made by and payable to the Association.

ASSOCIATION BY-LAWS. The Association shall adopt by-laws which shall govern the conduct of its activities and the procedures to be followed therein.

ASSESSMENTS. The Association shall levy assessments against the lots in order to fund its activities. Annual assessments established in accordance with a budget approved at a meeting of the membership shall be levied by written notice mailed in the regular mail as soon after January 1 or each year as is practicable. Such assessments shall be a lien against the real estate until paid, as well as being a personal obligation of the lot owner.

ARTICLE IV - ARCHITECTURAL CONTROL

ARCHITECTURAL APPROVAL. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall an exterior addition, change or alteration therein be made until the plans and specifications showing the nature, kind, color, design, shape, size, height, materials, site location and other material attributes of the same, and a statement listing the name and address of the contractor or builder who will be responsible to do the work, shall have been submitted to and approved in writing by the Architectural Committee established pursuant to the provisions of paragraph 2 of this Article. All construction approved by the Committee shall be completed within one year of the issuance of a building permit. If a detached garage is to be built, it should be constructed at the same time as the residence, or, if approved later, shall be completed within one year of the issuance of the building permit.

ARCHITECTURAL COMMITTEE. An Architectural Committee, consisting of not less than three (3) members shall be appointed, with one member being appointed by the Association and two members being appointed by the Developer until such time as the entire Glacier Village Greens Project, consisting of approximately 500 homesites, shall be 75% completed. From and after such event, the Architectural committee shall be composed of the Board of Directors of the Association or by three (3) or more representatives appointed by the Board, who need not be members of the Association. In the event of the death or resignation of any member of the Committee appointed by Developer prior to the time when the Board of Directors of the Association is vested with authority, Developer shall have the right to appoint such member's successor. Approval by the Architectural Committee is required in addition to, and not instead of, building permit requirements.

ARCHITECTURAL GUIDELINES. Actions of the Architectural Committee shall be consistent with the following:

CONSTRUCTION STANDARDS: Custom built homes and modular homes will be encouraged. Minimum internal square footage shall be 1100 sq. ft. Modular homes (homes manufactured off site) may be permitted, but in no event shall a modular home be approved which is not set on a permanent perimeter foundation of cement block or better and meeting FHA standards. An entrance door must be visible from the street. Any garage, whether attached or detached, shall have dimensions of not less than 21' X 21' and not more than 24' X 26'. Window air coolers are prohibited unless approved by the Association. Roofs must be non-metallic and of an earth color. Wood burning stoves and fireplaces will not be approved.

Roadways shall be built and paved to Flathead County standards. Signs identifying roadways shall be placed and maintained in accordance with standards established by Evergreen Fire Dept. Each cul-de-sac shall be marked with "no Parking" signs. All houses shall be numbered, with numbers clearly visible from the roadway.

EXCAVATIONS: All dirt and material removed in excavating for construction will be required to remain on the Glacier Village Greens property and deposited in designated locations.

ROOF HEIGHT AND PITCH: Pitch shall be a minimum of 3-12 and maximum of 4-12 and the roof shall not exceed in height that of a 32' wide structure with a 4-12 pitch roof which has its highest point at the center.

YARD SETBACKS: The housing unit will be located on the lot in accordance with the plan approved by the Architectural Committee. Minimum setbacks shall be twenty feet at front and rear and five feet on each side. All setbacks shall comply with any zoning requirements.

HITCHES AND TONGUES: All hitches and tongues will be removed completely from all homes in the development. New homes should be ordered with removable tongues and hitches.

ENTRY AND DECKS: The front entry and step design must be approved by the Association

prior to installation. All decks, steps and railings must be of natural wood or other suitable material. Railings and decks must conform to all building code requirements. All railings are to be stained or painted a color designated by the Association.

LANDSCAPING: The full front yard setback area from the curb to the lot line must be planted in living green landscaping. The driveway must be paved by the end of the second year. All other landscaping material and design, can be of owner's own selection subject to advance approval by the Association. Owners will maintain lawns, flowers or shrubs at all times. Attractively designed and well maintained landscaping is a very important part of Glacier Village Greens, Subdivision Phase I, Homeowners Association.

STORAGE: Outside storage cabinets or buildings are discouraged, but may be permitted upon approval of the Architectural Committee.

ARTICLE V - USAGE RESTRICTIONS

ADULT OCCUPANCY ONLY: The subdivision has been designed to be a residential area for adult residents only and no person shall occupy any residence or lot therein who is less than 17 years of age; provided, however, that this restriction shall not prevent visits by persons who are younger than age 17 and who are relatives or friends of homeowners, if such visits are of less than 14 days duration and do not total more than 28 days in any calendar year. The word "occupy", for purposes of this restriction, shall mean: to be present in person at any residence or lot, except for a visit of less than two hours duration, with a frequency of more than four days in any week.

RESIDENTIAL USE ONLY. Except as otherwise provided herein, none of the lots shall be used except for residential purposes. No lot shall have more than one living unit thereon. No lot may be sold, rented or leased on a "time share" or equivalent basis. No Lot shall ever be used or caused, allowed or authorized in any way, directly or indirectly, to be used for any business, commercial, manufacturing, industrial, mercantile, storing, vending, or other such purposes, provided, however, that Developer may use one or more Lots for a model site or sites, and a display and sales office during the construction and sales period.

SIGNS. No signs, billboards or advertising devices of any nature except as may be authorized by the Architectural Committee shall be erected or maintained on any part of the properties; provided, however, the foregoing shall not apply to the business activities or advertising of Developer while any lots remain unsold, nor shall it apply to a 'For Sale' sign having a surface area of less than two square feet erected by a Lot Owner. The Association may erect signs or notices for identification purposes in accordance with applicable statute and municipal laws or codes.

NOXIOUS OR OFFENSIVE ACTIVITIES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners, of his respective living unit or which shall in any way increase the rate of insurance.

RESTRICTED RESIDENCES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

RECREATIONAL VEHICLES AND EQUIPMENT. No recreational vehicle, trailer, camper, boat or similar equipment shall be permitted to remain upon any lot or within the properties. A separate parking area is provided for such property. Golf carts shall be stored only at a place designated for such purpose from time to time. Golf carts or other powered carts shall not be operated upon walkways intended only for pedestrian walkways.

DRILLING AND MINING. No oil drilling, oil development operations, oil refining, quarrying or

mining operations of any kind, shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels or mineral excavation or shafts be permitted upon the surface of the properties. No derrick or other structure designed for use in boring for water, oil, or natural gas shall be erected, maintained or permitted upon the properties.

HOME MAINTENANCE. The exterior of the home and the yard must be kept clean and in good, safe, neat appearing condition. All electrical, water, sewer, and gas connections must be kept in a good, safe and leakproof condition at all times, and in compliance with all state and municipal laws. Report any park facility out of order to the Association. Any proposed additions to the home or yard (screen rooms, greenhouses, planters, pools, hot tubs, cabanas, porches, lattices, arbors, trellises or gazebos) must be submitted to the Association for approval, and once approved, submitted to the proper building department for permit. If a Lot Owner fails to provide proper maintenance, the Association may, upon 30 days advance written notice, have the work performed and recover the cost thereof from the Lot Owner.

NEATNESS. No towels, wearing apparel, or laundry of any description may be hung outside the home at any time. Unsightly vehicles shall not be permitted to park on the open parking space. No repairing or any servicing whatsoever of cars will be permitted in driveways, garage, open parking space or streets. Any car dripping gasoline or oil must be fixed in three days to avoid damage to the paving. No permanent parking of travel trailers, detached campers, boats, motor homes, or pickups with camper tops exceeding the height and width of the pickup is allowed in driveways or open parking space.

Storage in yard areas is not allowed. No appliances are allowed outside the home. Patio furniture and barbecue equipment are the only items permitted outside the home except such other items as may be authorized by the Association. No antennas, towers, poles or any structure to be used for the purpose of receiving radio, television or related signals shall be installed, affixed, mounted, or constructed on any lot so as to be visible to the public view except as authorized by the Architectural Committee.

PETS: Pets may not exceed two in number and are to be accepted at the sole discretion and judgment of the Association and must be leashed at all times. No acquisition or replacement of pets will be allowed without prior written approval of the Association. All pets must be registered with the Association and the Pet Agreement executed. Pets must be kept on the owner's space and never allowed on the streets, in the utility buildings, recreation hall or grounds. Pets shall not be walked in any part of any park or recreation area, except in designated areas. Cat, bird or dog litter shall not be disposed of in the sewage system. Noisy or unruly pets or those that cause complaints will not be allowed to remain. Please inform visitors not to bring pets.

VEHICLES: Speed limit for all vehicles is fifteen (15) miles per hour. No parking on streets or vacant lots. No motorcycles will be allowed in the development by either guests or owners unless specifically approved by the Association. Parking is also specifically prohibited in cul-de-sacs.

GARBAGE: Only containers as approved by the Association may be used for trash and garbage. Owners must place the containers on curb for designated pickup service. All containers must be stored inside garage. Each lot owner and resident shall be responsible for contracting disposal of solid waste to the Flathead County Landfill or other approved site.

FENCES: No fences shall be constructed except with prior approval of the Association. Prior to construction and digging of any post holes, the exact location of fencing must be physically inspected and approved by the Association to avoid damaging underground utilities. All fencing must be stained the color designated by the Association.

CONCRETE IMPROVEMENTS: Any permanent concrete improvements installed by the owner may be subject to removal at owner's expense for maintenance and repair of underground

utilities.

DRAINAGE AND LOT IMPROVEMENTS: The owner shall grade his lot and landscaping in a manner to divert surface waters away from his home and his neighbor's home to the side yards for runoff to the street. Water must not be permitted to drain under anyone's home.

SHRUBS AND TREES: Any shrubs and trees planted by owners must be approved by the Association and will remain if lot is sold.

DEVELOPER'S PARK: This subdivision plan has been approved based on the commitment of the area entitled Developer's Park to use as a privately owned, maintained and operated golf course. Usage of that area is restricted to golf course and related activities and it shall not be used for any other purpose without prior approval of the Flathead County Commissioners. For purposes of these covenants, operation of a pro-shop, of a clubhouse serving food and beverages, of exercise facilities, and of other recreational activities shall be "related activities".

ARTICLE VI - AGRICULTURAL COVENANTS AND RESTRICTIONS

1. Lot owners are advised that agricultural activities are conducted in the immediate vicinity which may produce odors, noise, dust, and involve the utilization of herbicides and pesticides, which can have an effect on this property. Adjacent farms will not be liable for odors, noise, herbicide and pesticide sprays that are necessary in good agricultural operations, providing such sprays are applied in compliance with approved standards by licensed applicators. Adjacent farms will not be liable for adverse ground water conditions caused by agricultural practices, including normal irrigation.

2. Any authorized representative of any governmental agency shall have the right at any reasonable time to inspect the grounds and gardens of any lots for disease-harboring plants, shrubs or trees, and if found to require disposal of same by the owner.

3. Each Lot Owner shall control or eliminate to the extent reasonably possible any noxious weeds as designated by state and federal law that may be growing upon their property.

ARTICLE VII - GENERAL

COMPLIANCE WITH LAWS: The Lot Owner shall, at the Lot Owner's sole cost and expense, comply with all present and future laws, rules, requirements, orders, directions, ordinances, and regulations of the United States of America, or of any state, governmental or lawful authority whatsoever, whether such requirements may relate to: a) structural or other alterations, changes, additions, or improvements relating to the premises or any buildings or improvements thereon; b) repairs, inside or outside, extraordinary or ordinary, relating to the premises or any buildings or improvements thereon; c) the manner in which the premises and any buildings or improvements thereon may be used or occupied; d) any other matter affecting the premises, whether like or unlike the foregoing.

TERM: The covenants and restrictions of this Declaration shall run with and bind the property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for a successive period of ten (10) years, unless the owners of 75% of the lots record an instrument in writing declaring a termination or modification thereof. This Declaration may be amended at any time by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots and approved by the Board of Commissioners, Flathead County, Montana.

ENFORCEMENT: The Association, the Architectural Control Committee, any owner or group of owners, Flathead County, or any combination thereof shall have the right to enforce by any

seventy-five percent (75%) of the lots and approved by the Board of Commissioners, Flathead County, Montana.

ENFORCEMENT: The Association, the Architectural Control Committee, any owner or group of owners, Flathead County, or any combination thereof shall have the right to enforce by any proceeding at law or in equity, all covenants, conditions and restrictions now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Architectural Control Committee, any owner or Flathead County to enforce any covenant or restriction herein contained shall in no event be a waiver of the right to do so thereafter. Attorney fees and costs shall be awarded to the prevailing party in any action to enforce these covenants.

SEVERABILITY: Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the remaining provisions, which shall remain in full force and effect.

ANNEXATION: As additional Phases of Glacier Village Greens are platted, such platted property may be made subject to this Declaration. Property not part of Glacier Village Greens Subdivision may be added upon approval of the owners of fifty percent (50%) of the lots then subject to this Declaration. Declarant has executed a waiver of the right to protest annexation to the City of Kalispell in accordance with the 1982 North Valley Sewer District connection agreement and this subdivision is subject to annexation by said city, and is further subject to the other provisions of said agreement.

COUNTERPART SIGNATURES: It is contemplated that the persons signatory hereto will execute counterparts of this document which may be assembled into a single set of signatures.

IN WITNESS WHEREOF, the parties to this Declaration have hereunto executed this Amended Declaration as of the day and year first above written.

GLACIER VILLAGE GREENS, INC.

George E. Schulze
President

ATTEST:

Gerold Schulze
Secretary

STATE OF MONTANA)

County of Flathead)

ss:

On this 26th day of May, 1992, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared George E. Schulze known to me to be the persons whose names are subscribed to the foregoing 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 last above written.