

200217211316

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF

Glacier VILLAGE GREENS SUBDIVISION, PHASE XI
AND

GLACIER VILLAGE GREENS HOMEOWNERS ASSOCIATION, INC.



This declaration is made as of this 20 day of June, 2002, by the undersigned, being the Owners of the real property encompassed by the plat of Glacier Village Greens Subdivision, Phase XI.

WITNESSETH:

WHEREAS, Flathead Village Greens L.L.C., is the developer of the tract of real property known as Glacier Village Greens Subdivision, Phase XI 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 insure 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 hereby declares 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, Phase XI, 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 areas, 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.

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

"Townhouse Unit" shall mean a unit subject to individual ownership in a multi-unit structure.

"Committee" shall mean the Architectural Committee.

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 to 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: The 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.

ASSOCIATION MEMBERSHIP: The Association formed by the Developer 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 obligation 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 of 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, including a change in color, or alteration therein be made until the plans and specifications have been submitted to and a written approval obtained from the Architectural Committee. Blueprints and site plans to scale showing the nature, kind, color, design, shape, size, height, material, site locations, setbacks, grades 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. The property owner or

contractor will be required to post a refundable deposit to help insure proper site maintenance and covenant compliance during construction. All construction approved by the Committee shall be completed within one year of the issuance of a building permit. Approval by the Architectural Committee is required in addition to, and not instead of, building permit requirements.

ARCHITECTURAL COMMITTEE: An Architectural Committee, consisting of not less than two (2) members shall be appointed by the Developer until such time as the entire *Glacier* Village Greens Project, consisting of approximately 500 home sites, shall be 100% completed and constructed upon. From and after such event, the Architectural Committee shall be composed of the Board of Directors of the Homeowners' Association or by two (2) or more representatives appointed by the Board who need not be members of the Association. However, the Developer may assign the duties and responsibility of said Committee to the Association in writing at any time prior thereto.

COMMITTEE PURPOSE: It is the objective of this Committee to insure that homes and other buildings constructed at *Glacier* Village Greens are aesthetically compatible and maintained with the landscape and the master plan concept. There is a further objective to insure that all construction is of high quality.

ARCHITECTURAL GUIDELINES: Actions of the Architectural Committee shall be consistent with the following, however, in all cases the Committee shall have the final authority to make architectural decisions. The Committee has the authority to issue stop-work orders when construction is not in compliance with approvals or standards and such order shall be at the expense of the lot owner, including attorney fees.

CONSTRUCTION STANDARDS: All homes shall be custom built on-site and meet all uniform codes for building, electrical, and plumbing. Window coolers are prohibited unless approved by the Committee. Roofs must be non-metallic and of an earth color. Wood burning stoves and fireplaces will not be approved. However, natural gas fireplaces are acceptable. Two story structures may be allowed at the discretion of the Committee.

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 Flathead Village Greens property and deposited in a designated location. No excavation material shall be placed on any other platted lot or the Golf Course at any time.

YARD SETBACKS: The housing unit will be located on the lot in accordance with the plan approved by the Architectural Committee. Minimum setbacks shall comply with any zoning requirements except: Townhouse Units will have zero setback on the side that connects to the adjacent unit.

ENTRY AND DECKS: The front entry and step design must be approved by the Architectural Committee prior to installation. Railings and decks must conform to all building code requirements.

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 or poured in concrete. All other landscaping material and design, can be of owner's own selection subject to advance approval by the Committee. Owners will maintain lawns, flowers or shrubs at all times, including boulevard between sidewalk and curbs. Attractively designed and well maintained landscaping is a very important part of the *Glacier* Village Greens master plan concept.

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

ARTICLE V - USAGE RESTRICTIONS

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 hereon. 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.

INSURANCE: Each Townhouse Unit owner shall carry adequate fire and property damage insurance to provide for the full replacement cost of

reconstruction of their Townhouse Unit, plus a minimum of \$500,000 comprehensive personal liability insurance. Each Townhouse Unit owner shall supply a current certificate of insurance to the adjacent Townhouse Unit owner and the Homeowners' Association and shall continue to supply a current certificate at all times.

SIGNS: Except for the business activities or advertising of the Developer and/or their agent(s), no signs, billboards or advertising devices of any nature are allowed. This restriction does not in any way preclude lot owners from listing their property with any Real Estate Agent.

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. 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 as 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 well, 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. Any change of outside colors must be approved by Architectural Review Committee. 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, netting, greenhouses, planters, pools, hot tubs, cabanas, porches, lattices, arbors, trellises or gazebos) must be submitted to the Architectural Committee for approval, and once approved, submitted to the proper building department for permit. If a lot owner fails to provide proper maintenance, the Association or Developer may, upon 30 day advance written notice, have the work performed and recover the cost thereof from the Lot Owner.

VACANT LOT MAINTENANCE: All owners of vacant lots shall pay a uniform annual fee to the Golf Course for maintenance of said lot, as long as this service is made available. If a lot owner desires to maintain his own lot, arrangements should be made and a waiver obtained from the Developer. Such waiver will not be unreasonably withheld. However, those receiving the waiver must then maintain their lot in conformity with the standards set by the Golf Course maintained lots or the waiver will be revoked and the annual fee will become due. Unpaid annual lot maintenance fees shall become a lien on the real property as well as being a personal obligation of 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 any 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 spaces.

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 homes 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 judgement 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

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registered with the Association and the Pet Agreement executed. Pets must be kept on the owner's lot 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 a designated area. Pet owners will be expected to clean up after their pets even in designated walking 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 twenty(20) miles per hour. No parking on streets or vacant lots. 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 Architectural Committee. Prior to construction and digging of any post holes, the exact location of fencing must be physically inspected and approved to avoid damaging underground utilities. All fencing must be approved by the Architectural Committee.

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. Soil type should be taken into consideration at the time of construction and any necessary measures taken to minimize the impact of water drainage.

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

ARTICLE VI - AGRICULTURAL COVENANTS AND RESTRICTIONS

AGRICULTURAL ACTIVITIES: 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 land owners 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 land owners will not be liable for adverse ground water conditions caused by agricultural practices, including normal irrigation.

GOVERNMENTAL INSPECTIONS: 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.

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, direction, ordinances, and regulation 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 building or improvements thereon; c) the manner in which the premises and any buildings or improvements thereon may be used or occupied; d) zoning; e) any other matter affecting the premises, whether like or unlike the foregoing.

TERM: The covenants and restriction 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 successive ten (10) year periods. This Declaration may be amended at any time by an instrument signed by the owners of not less than eighty-five percent (85%) of the lot owners and approved by the Board of Commissioners, Flathead County, Montana.

ENFORCEMENT: The Association, the Architectural Committee, any owner or group of owners 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 Committee or any

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

Mark G. Owens
Managing Partner
Mark G. Owens.

ATTEST:

Byron G. Owens
Partner
Byron G. Owens

STATE OF MONTANA

County of Flathead

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SS:
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On this 20 day of June, 2002, before me the undersigned, a notary for the State of Montana, personally appeared Mark G. Owens known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

Cheryl A. Herbert
Notary Public for the State of
Montana
Residing in Kalispell, Montana
My Commission expires 03-27-05.

(Seal)



STATE OF MONTANA, }

County of Flathead }

SS

Recorded at the request of Sando Survey
this 21 day of June, 2002 at 11:31 o'clock and recorded in
the records of Flathead County, State of Montana.

Fee \$ 66 Pd.

RECEPTION NO. 2002172 11310

RETURN TO Glacier Village Greens

500 Palmer Drive Kalispell, MT. 59901

Susan H. Hays
(Flathead County Clerk and Recorder)

Ray L. Hays
(Deputy)