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Brunner Sub-Division

Protective Covenants

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ARTICLE I PROTECTIVE COVENANTS

The following Protective Covenants are designed to provide a uniform plan for the development of the hereinabove described property, and to preserve, insofar as practical, the natural beauty of said property and to encourage the development of said property for country residential living.

SECTION 1. GENERAL PURPOSE: Declarant now owns certain real property in Flathead County, State of Montana. Declarant expects to develop the above-described property as a residential area and it is expected that the owners of property within this area will have certain common interests. All of said residential area will be developed with the objective of establishing the area as a scenic and pastoral or forested valley residential area of high quality, view and the natural and unspoiled state of the property will be preserved as near as may be and where persons may reside and find seclusion and a pleasant environment. All of said covenants for the purpose of maintaining the residential value of and to benefit of all property within this area.

SECTION 2. LAND USE: All of the parcels of land within the herein described property are designed and intended as and for residential tracts, and shall be used only for country residential purposes.

a) No piece, parcel, tract or any part of the herein described property shall be used at any time for any business, trade, manufacture, or any other commercial purpose whatsoever, unless fully enclosed in home or barn, except as delineated in the following section. No more than two company vehicles allowed on each lot.

b) Exceptions: The normal agricultural use of the land shall be permitted and shall not be in violation of these covenants. Agricultural products and crops may be grown and farm animals such as livestock and fowl may be kept and raised. Livestock will be limited to two animals.

SECTION 3. SUBDIVISION OF PROPERTY: Further subdividing of lots inside of Brunner Tracts Subdivision is prohibited.

SECTION 4. NO HAZARDCUS ACTIVITIES: No activities shall be conducted on any parcel of property and no improvements constructed on any parcel of property which are, or might be, unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no open fire shall be lighted or be permitted on any property except in a contained barbecue unit which is attended and in use for cooking purposes or within a safe and well-designed interior fireplace or except such campfires or picnic fires or such controlled and attended fires required for clearing or maintenance of land.

SECTION 5. BIILDING SITE/TYPE:

a) No residential building shall be erected, altered, placed or permitted to remain on any lot other than detached single-family dwellings and a private garage. Additional buildings on any lot, such as a horse barn, garage, chicken house, etc., will be permitted as property and necessary for the care and maintenance of livestock, pets, and vehicles.

- b) All structures shall be constructed of new materials, or materials which are aesthetically suitable.
- c) Mobile Homes of at least 14' wide are allowed provided they are on a permanent foundation, have wood or vinyl siding, conventional roof, and are in good repair.
- d) The parking and storage of personal camping trailers, or pickup campers, is permitted, out of view.
- e) Declarant must give prior approval as to the location and building site(s) of all structures. Certain areas shall be designed as building sites and non-building sites in order to preserve views and other aesthetic qualities for all property owners within the area.

SECTION 6. DENSITY OF DWELLING UNITS: Only single family dwellings and related outbuildings, such as a garage, barn, and shelters hereinafter referred to as "single family dwelling unit" shall be permitted for each parcel or tract.

SECTION 7. STRUCTURES:

- a) **Temporary Structures:** No structure of a temporary character such as motor home, trailer, camper, tent, shack, garage, barn or other outbuildings shall be maintained on any of the above described real property for a permanent or temporary residence.
- b) **Exterior Maintenance:** Each owner of a tract on which there is a structure shall provide exterior maintenance upon such tract and structure to including painting and repairing the structures; maintaining grounds to preclude noxious weeds and other noxious growth; and not permitting refuse piles or other unsightly objects to accumulate or remain on the grounds.
- c) **Chimney:** Chimney design and construction for each dwelling shall be such that it provides for and contains a spark arresting device.
- d) **Completion:** The exterior of a construction must be completed within six (6) months after commencement thereof.

SECTION 8. UTILITIES: All utilities shall be run underground and not overhead.

SECTION 9. GARBAGE: All garbage cans used in connection with any dwelling erected upon the above-described premises shall be placed in an enclosure completely screened from view, or if the dwelling has a garage rather than a carport, the garbage may be kept in the garage. No garbage cans shall be maintained which are not of a suitable type and which do not have a cover sufficient to prevent the escape of any noxious odors from the cans. No trash or refuse will be stored on premises whether on ground, in utility trailers, or trucks.

SECTION 10. WATER SYSTEM: There will be a \$30.00 per month charge for residential use of water. Water may be used for lawn watering but use of water for

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irrigation purposes is prohibited. This money is to be used for maintenance of the community water system. Payment is due the first (1st) of each month to the Brunner Tracts Water Association.

SECTION 11. EASEMENTS: Easements for installation and maintenance of roadways, utilities, tv cables, and drainage facilities are reserved as shown on the recorded plat. No building or structure of any kind shall be erected, placed or permitted to remain on such easements.

SECTION 12. WASTE/NUISANCES: No part of the property shall be used or maintained as dumping ground for rubbish, trash, garbage, unused automobiles or other wastes or unsightly nature.

No noxious or offensive activity shall be carried on or permitted upon any of the properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; nor shall the premises be used in any way or for any purpose which may endanger the health or safety of or unreasonably disturb the residence of any parcel.

SECTION 13. FENCES: Fences will be permitted to provide privacy, safety or for boundary purposes. No fence shall exceed 6' in height. Barbed wire fences may be used for the purposes of animal enclosures in the areas and boundaries remote to access roads and residences, outbuildings, etc., and will be so constructed as to effectively restrain any livestock from trespassing on land of any other property owner. All fences shall be maintained in a neat and presentable condition.

SECTION 14. SIGNS: No signs, advertising billboards or advertising structures of any kind shall be erected, used or maintained on this property, except for the purpose of advertising for sale or rent the property which is erected. Signs on vehicles are permitted.

SECTION 15. TREES, SHRUBS & HEDGES: The planting and maintaining of trees and shrubs is highly recommended and encouraged, except as same would interfere with the views of other owners.

SECTION 16. ANIMALS AND LIVESTOCK: All grazing animals will be permitted, provided that the land is grazed upon the accepted range management standards for control of erosion and protection of vegetation.

Dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose or allowed to run loose or to create a disturbance or threat to livestock and wildlife in the area. Feed lots and swine farms or swine lots are expressly prohibited.

SECTION 17. SATELLITE DISHES: Satellite dishes will be permitted, provided that same are painted to blend with the environment and screened from view by appropriate shrubbery and/or landscaping.

ARTICLE II ENFORCEMENT

SECTION 1. INTERESTED PARTIES: The owner or owners of any of the described real property, including the Declarant, if he is an owner of any part or portion of said property, may enforce the restrictions and limitations herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said restrictions and limitations either to recover damage for such violation or to restrain such violation or attempted violation. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in the Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therein, including reasonable attorney fees.

SECTION 2. SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE III DURATION AND TERMS

SECTION 1. DURATION AND ENFORCEMENT: The restrictions and limitations herein set forth are to be construed as covenants running with the land and shall be binding on all parties and all persons claiming any part of the above-described real property for a period of twenty (20) years from the date first recorded in the office of Clerk and Recorder of the County of Flathead, State of Montana, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, wherein it is agreed to change the restrictive covenants in whole or in part, is signed by 75% of the property owners and placed upon the records of the Clerk and Recorder of Flathead County, Montana.

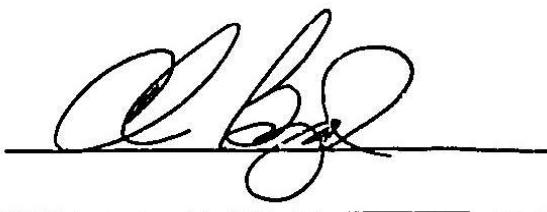
SECTION 2. SUCCESSORS AND ASSIGNS OF DECLARANT: This Declaration and all the rights, powers and duties thereunder shall be binding upon and inure to the benefit of the successors and assigns of the Declarant. The successors and assigns of the Declarant shall be bound by this Declaration.

ARTICLE IV AMENDMENT TO COVENANTS

These covenants may only be amended by a 75% approval of the lot owners; the intent of the Declarant is that the owner of each lot is entitled to one vote hereunder; and no amendment shall be made which might have the effect of creating damage, loss or injury to the property of any of the individual tract owners; said Amendment to be recorded among the land records of Flathead County, Montana.

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IN WITNESS WHEREOF, the Declarant had hereunto set its hand to the document, this 24 day of February, 1997.

By: 

STATE OF MONTANA)
ss
County of Flathead)

On this 24 day of February, 1997 before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Chris Byrd, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same.

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


Dennis H. Larsen
Notary Public for the State of Montana
Residing in Glendive
My Commission expires 3/19/99

STATE OF MONTANA, }
County of Flathead } ss

Recorded at the request of Larsen Surv's
this 25 day of Feb, 1997 at 10:11 o'clock AM and recorded in
the records of Flathead County, State of Montana.

Fee \$ 36 Pd.

RECEPTION NO. 1997056 10110

RETURN TO Chris Byrd
P.O. Box 2071

Kalispell, MT 59903

Susan J. Hasselried
(Flathead County Clerk and Recorder)

Deborah J. Hargan
(Deputy)

199807808100

March 19, 1998

To Whom it May Concern:

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Lot owners of Brunner Tracts Subdivision were asked to attend a meeting held on March 18th, 1998 by Lot 9. The agenda of said meeting was to include the following: elect new officers, to discuss water fees, dropping 2 pending lawsuits. (Brunner Tracts Home Owner Association vs. Colleary and Brunner Tracts Home Owner Association vs. Byrd.)

According to the protective covenants filed on February 25th, 1997 file # 199705610110 Article III section I

"Unless an instrument in writing, wherein it is agreed to change the restrictive covenants in whole or in part, is signed by signed by 75% of the property owners and placed upon the records of the clerk and recorder of Flathead County, Montana."

Also referencing Article IV Amendment to Covenants:

"These covenants may only be amended by a 75% approval of the lot owners; the intent of the declarant is that the owner of each lot is entitled to 1 vote hereunder; AND NO AMMENDMENT SHALL BE MADE WHICH MIGHT HAVE THE AFFECT OF CREATING DAMAGE, LOSS OR INJURY TO THE PROPERTY OF ANY OF THE INDIVIDUAL TRACT OWNERS: said amendment to be recorded among the land records of Flathead County, Montana."

Present at said meeting was representatives from the following lots: 1, 3, 4, 5, 6, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22. A total of 18 out of 22 lots were represented. No proxy's were given for the absent lot owners.

A vote was taken if new officers should be elected at this time; opposed 5; for 13.

This is only 59% of the present lot owners. Therefore this is not a valid election.

Statements were made that the Home Owners Association was not in existence prior to March 18, 1998.

A vote was taken to change the Protective Covenants (water fees etc.). Opposed 5; For 13: that is 59% of the present lot owners.

Any changes in the Protective Covenants are not valid according to Article III section I. 75% is necessary. Should, however, these changes get recorded, I would like to note that "...NO AMMENDMENT SHALL BE MADE WHICH MIGHT HAVE THE AFFECT OF CREATING DAMAGE, LOSS OR INJURY TO THE PROPERTY OF ANY OF THE INDIVIDUAL TRACT OWNERS." I believe this would.

D. Hutchison
10 Sweetree Ln
Columbia Falls MT 59812
3/19/98 199807808100

STATE OF MONTANA ss
County of Flathead
Recorded at the request of D. Hutchison
this 19 day of May 1998 at 8:10 o'clock AM
and recorded in the records of Flathead County, State of Montana.
Fee \$ 6-
Fusan M. Hausefield
Deborah J. Shroyer
Flathead County Clerk and Recorder
Deputy

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1998
NOTARY
PUBLIC
VICINITY
Darryl Hutchison
Victoria L. Sallo
WPSL, MT
March 1998

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**RESOLUTION TO AMEND THE DECLARATION OF
CONDITIONS, COVENANTS, AND RESTRICTIONS
OF BRUNNER SUB-DIVISION**

WHEREAS the original Declaration of Conditions Covenants and Restrictions of Brunner Sub-Division, Section 13, provided that no fence shall exceed 6' in height;

NOW THEREFORE the following Amendment of the Declaration of Conditions, Covenants and Restrictions is hereby fully adopted by a vote of more than 75% of all the homeowners of Brunner Sub-Division:

"That no fence shall exceed 8' 6" in height instead of 6' in height."

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The undersigned, being the lot owners of Brunner Sub-Division are in favor of Amending the Declaration of Covenants as set forth previously.

Owners
Lot #

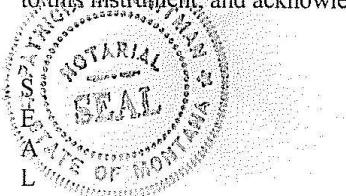
OK 1 <u>Dee Clegg</u>	58 Sweetbriar Ln
OK 2 <u>John D Myrick</u>	54 Sweetbriar Ln
OK 3 <u>John D Myrick</u>	58 Sweetbriar Ln
OK 4 <u>Lesser Shirley Possitt Dele</u>	62 Sweetbriar Lane
OK 5 <u>Shirley Possitt</u>	64 Sweetbriar Ln
OK 6 <u>Jerard Allie Bierwirth</u>	70 Sweetbriar Lane
OK 7 <u>V. Goly S.</u>	71 Sweetbriar Ln
OK 8 <u>V. Goly Rhod</u>	75 Sweetbriar Ln
OK 9 <u>Bill Mann</u>	79 Sweetbriar Ln
OK 10 <u>Bill Mann</u>	83 Sweetbriar Ln
OK 11 <u>Barry D. Murray</u>	88 Sweetbriar
OK 12 <u>Barry D. Murray</u>	84 SWEETBRIAR
OK 13 <u>Paul Grover</u>	76 Wade
OK 14 <u>Paul Grover</u>	68 Wade Dr
OK 15 <u>Howard Head</u>	77 Wade
OK 16 <u>Wendy Head</u>	73 Wade
OK 17 <u>John Anderson</u>	69 WADE DRIVE
OK 18 <u>John Anderson</u>	67 WADE DRIVE
OK 19 <u>Mark O. Boyd</u>	61 WADE DR.
OK 20 <u>Doug Brannon</u>	
OK 21 <u></u>	

State of Montana)

S.S.

County of Flathead)

On this 10th day of June, 2004, personally appeared before me, all persons listed above, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same.



Janice E. ...

Notary Public
My Commission Expires 4-4-2007

Resides in Columbia Falls Mt.

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STATE OF MONTANA COUNTY OF FLATHEAD) ss
RECORDED IN THE RECORDS OF FLATHEAD COUNTY STATE OF MONTANA COPY
AT THE REQUEST OF Bill Mann ON
5/31/05 @ 2:01 o'clock \$ 18 - 00 PAID
PAUL ROBINSON, CLERK AND RECORDER BY
Char Jerry DEPUTY

RETURN _____

DOCUMENT #

Bill Mann
79 Sweetbriar Lane
Col Falls MT 59912

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