

## PROTECTIVE COVENANTS

### NORTH PARK ADDITION

Executed by Northeast Industrial Park Corporation, Recorded February 2, 1977 on Reel 110, Document 1469, records of Cascade County, Montana

#### 1. PURPOSE

The Northeast Industrial Park Corporation of Great Falls (the Developer) has caused to be prepared a final plat of the "North Park Addition" dated November 15, 1976 and accompanying documents as approved by the City Commission of the City of Great Falls for improvement and development of North Park Addition (the Park). In conjunction with the plat of the Park, the Developer has set forth these covenants for the mutual benefit of its future purchasers and tenants. The purpose of these covenants is to guide the location and development of land uses within the Park, to protect and enhance the character and values of Park properties, and to recognize the importance of aesthetic as well as strictly economic considerations in site development plans.

#### 2. GENERAL PROVISIONS

##### 2.1 Development Control Board:

A Development Control Board (the Board) shall be appointed by the Developer to review all planned improvements on the property and to insure compliance with these covenants. The Board shall consist of Five (5) members, each of whom shall serve one year terms and one (1) of whom shall be a property owner in the Park. The Board shall meet at the call of the Developer to assure prompt review of plans, and shall keep written minutes of its deliberations and findings. Minutes of the Board's meetings shall be filed with the Great Falls City-County Planning Board and the Clerk of the Commission of the City of Great Falls. The Board shall adopt by-laws to govern its operations.

##### 2.2 Review Procedure:

No building, fence, wall, sign, advertisement, road, loading facility, storage facility, parking area, site grading, landscaping, disposal facility, or any other improvement shall be constructed or added to, excepting changes made inside a building, without the written approval of the Board. Complete detailed plans and specifications for the proposed improvements, showing the nature, kind, shape, dimensions, materials, colors, lighting, siting, grading and landscaping or alterations to existing facilities shall be submitted to the Board for review. If approval is granted, a copy of the plans and specifications shall be retained on file by the Board. The Board reserves the right to refuse approval of any plans, specifications, or proposed land uses if such improvements are found to be contrary to the best interests of the Park.

Following completion of the project the owner shall furnish the Board a complete set of as-built drawings showing exact field location of all improvements, including below grade installations.

##### 2.3 Acceptance of Covenants:

Each landowner or tenant within the Park agrees to abide by all

regulations set forth in this covenant in developing and maintaining his property. These covenants apply to all lots within the Park, with the exception of Lot 1, Block 1.

#### 2.4 Amendments, Modifications, and Termination:

The regulations as set forth in this covenant shall remain in effect until January 1, 2027 unless they are amended prior to that date by the procedure below. These covenants may be amended, modified, or terminated by a written declaration of the Developer, accompanied by statements of concurrence by owners of a majority of the net saleable acres within the Park, provided that such amendment, modification or termination shall not retroactively affect improvements previously installed under this covenant.

#### 2.5 Inspection:

The Board shall have the right, at any reasonable hour and upon due notice, to enter and inspect any property for compliance with these covenants.

#### 2.6 Enforcement of Regulations:

When and if a property owner is found to be in violation of the covenants as herein described, he shall be served notice of the deficiency by the Board and given thirty (30) days to make any necessary corrections. If the violation persists beyond the thirty (30) day period the Board shall have the authority to correct the condition at the owner's expense and to take such legal action as it deems appropriate.

#### 2.7 Variances:

Variances from these covenants may be allowed by the Board at its discretion. Variance applications should be submitted to the Board and shall include plans and specifications as described in Paragraph 2.2 above. The Board's written approval shall be obtained prior to commencing work on the project. The board shall have no authority to grant variances from any item in Section 4 of these covenants without the consent of the City of Great Falls.

#### 2.8 Speculative Purchases:

These sites are being sold by the Developer with the expectation that the purchaser will, in a timely manner, construct a building and improve the lot according to the approved plans. Building permits for such construction and improvement must be secured within twelve (12) months of the closing date of the purchase of the site and construction must be completed within 24 months of the closing date, or the Developer may, at its option, repurchase the land from the purchaser at the original purchase price.

#### 2.9 Occupancy Permits:

If a building is occupied by a tenant or owner other than the original tenant, for whom the building, parking, and traffic pattern were designed and approved, the new owner or tenant must submit application to the Board for an occupancy permit. The application must include detail on the requested use of the facility, along with information on the frequency of expected traffic and anticipated parking

requirements. The purpose of this procedure is to assure that the facility, traffic flow, and parking of the original facility will handle the new occupancy requirements. The Board may require modification of improvements before issuing such permit. No new occupancy may take place without such permit.

#### 2.10 Waiver of Invalidation:

Invalidation by court adjudication of any provision of these covenants shall affect only that provision, and all other provisions shall remain in full force and effect.

#### 2.11 Most Restrictive Regulation Govern:

When there is a conflict between these covenants and any City ordinance, State or Federal statute or regulation, the most restrictive regulation will apply.

### 3. DEVELOPMENT STANDARDS

#### 3.1 Site Considerations:

##### 3.1.1 Site Size:

The minimum site size shall be one (1) acre. There is no maximum site size restriction. Subdivision of any lots must first be approved by the Board and done in accordance with the applicable subdivision and platting regulations of the City of Great Falls and the State of Montana.

##### 3.1.2 Site Coverage:

The maximum portion of a site that may be covered by buildings shall be forty (40) per cent.

##### 3.1.3 Set backs:

All buildings shall be set back a minimum of fifty (50) feet from the right-of-way line of the road which provides access to the property. This shall be designated the front of the property. The rear of the property shall be located opposite the front. There is no minimum rear setback, however, any applicable easements shown on the plat of North Park or mentioned in Section 3.1.5 must be recognized. The remaining boundaries of the property shall be designated the sides. All buildings shall be set back a minimum of twenty (20) feet from the side property lines.

##### 3.1.4 Lots Abutting Highway 87 Bypass:

Direct access from U. S. 87 is prohibited. Lots adjacent to Highway 87 must have a fifty (50) foot setback from the highway right-of-way, and such setback must be landscaped.

The Board shall have no authority to grant a variance from this Section (3.1.4) without the written concurrence of the Director of Highways of the State of Montana

### 3.1.5 Utility Easements:

A ten foot wide utility easement shall be reserved on each side lot line. If several lots are purchased by a common owner, and combined into one site, these utility easements will be reserved only for the external side lot lines, unless utility construction has already been completed on what would be internal lot lines. In that case, the easements will be permanent.

### 3.1.6 Parking:

On street parking is prohibited. All parking must be contained in parking areas specifically designed and maintained for that purpose. Parking areas shall be set back a minimum distance of ten (10) feet from side property lines. Customer parking only is permitted within fifty (50) feet of the front property line. All parking and driveway areas shall be paved. Setback areas around parking shall be landscaped with trees, ground cover, and shrubbery with due consideration being given to providing adequate sight clearance at intersections and access points. Screening of parking areas by use of landscaped berms is strongly encouraged.

Parking standards and criteria shall be identical to those adopted by the City of Great Falls.

### 3.1.7 Site Grading:

Site grading shall be designed to provide for storm water detention, and to avoid alteration of detention characteristics of lots. Also, no excavation for stone, gravel or earth shall be permitted unless such excavation is made in connection with the erection of a building or construction of facilities or a landscape feature as part of a project approved by the Board.

### 3.1.8 Telephone and Electrical Services:

All secondary electrical service lines and telephone lines to buildings shall be underground. Transformers and switches placed above grade shall be screened from view with landscaping. Expenses for underground service and landscaping shall be born by the property owner. The property owner shall obtain and submit to the Board as-built plans showing location of underground utilities on his property.

## 3.2 Architectural Considerations:

### 3.2.1 Architectural Standards:

The front of all buildings shall include some treatment with finish materials such as, but not limited to, stone, brick, glass, or wood, in order to enhance the buildings' appearance.

### 3.2.2 Moving Structures:

Previously used structures may not be moved onto the property as part of any development. However, new structures which are pre-manufactured and designed for transportation to the use site will be allowed following approval of the Board.

### 3.2.3 Signing:

The management of signs and graphics on individual lots within North Park is intended to accomplish the following:

- be expressive of the individual proprietor's identity, at the same time being controlled in such a way that they become a hallmark of the Prk, giving it a distinctive character and reinforcing the character of the place.
- be appropriate to the type of activity to which it pertains, recognizing that careful use of color, lighting and materials in sign fabrication can contribute to quick and easy communication of information spelled out by letters and symbols.
- be compatible with the visual character of the area surrounding it in order to achieve more aesthetically pleasing graphics and more effective graphics whose messages can readily be perceived and accepted.
- be legible in the circumstances in which they are seen recognizing that graphic effectiveness is a function of dynamic visual acuity - how people see when they are in motion, which depends upon how fast they are moving and the number of lanes of traffic.

Signs on individual lots shall conform with the following:

- graphics are permitted on any side of a building facing an abutting right-of-way.
- no more than 10 items of information<sup>(2)</sup> may be displayed to each right-of-way.
- no more than 30 per cent of a signable wall <sup>(1)</sup> area may be covered.
- wall graphics may be attached flat to or pinned away from the wall, and may not project from the wall by more than 12 inches
- there is no limit to the height of a wall sign except that no signs shall be permitted on the roof or projecting above the roof line.
- no projecting (perpendicular to the wall) signs shall be permitted.
- ground graphics must not exceed fifty (50) square feet in size or twenty (20) feet in height if facing Highway 87 Bypass, or twenty-five (25) square feet in size or sixteen (16) feet in height if facing an internal Park street. The permitted ten (10) items of information may be split between wall and ground graphics.
- illumination by bare bulbs or flames is not permitted.
- flashing or moving signs are not permitted.

- graphics illuminated by floodlight (or spot light) must be positioned in such a manner that none of the light spills over onto an adjoining property or glares or shines into the eyes of motorists and pedestrians.
- illumination by a light source not seen directly is permitted.
- illumination by a light source connected or contained within the graphic which becomes visible in darkness by shining through a translucent surface is permitted.
- bent neon tube illumination is permitted.
- banners (other than State or National flags) fluttering devices and other wind or mechanically propelled displays are prohibited.
- temporary signs, including window signs, are permitted only upon approval of the Board which shall specify the conditions and time constraints of each sign. No establishment shall be permitted more than 21 days of temporary signage per year. No temporary sign shall exceed six (6) square feet in size.

1. "Signable wall area" of the building means an area of the facade of the building up to the roof line which is free of windows and doors or major architectural detail. The person displaying the wall graphic may determine the signable area by choosing one such area on the building facade, and by then calculating the number of square feet which are enclosed by an imaginary rectangle or square which is drawn around this area.

In calculating the signable wall area of a building which may be used for wall graphics the following provisions also apply:

- (a) if the graphic is enclosed by a box or outline, the total area of the graphic, including the background, is counted as part of the signable area.
  - (b) if the graphic consists of individual letters, only the area of the letters is counted as part of the signable area.
2. An "item of information" means any of the following: a word; an abbreviation; a number; a symbol; a geometric shape.

In computing items of information, the following lettering is not to be included:

- (a) lettering less than three (3) inches in height, if it is contained in a wall graphic;
- (b) letters less than nineteen (19) inches in height carved into or securely attached in such a way that they are an architectural detail of a building, provided;
  - (1) they are not illuminated apart from the building, are not made of a reflecting material, and do not contrast sharply in color with the building; and
  - (2) do not exceed one (1) inch in thickness.

### 3.2.4 Exterior Lighting:

Exterior lighting within individual sites shall be permitted. Fixtures shall be attractive in appearance and of architectural styling. The owner should strive for unity in selecting light fixtures.

### 3.3 Landscaping Considerations:

#### 3.3.1 Landscaping Standards:

The front yard setback area of each site shall be landscaped with trees, lawn, ground covers, and shrubbery in such a manner as to enhance the site and building appearance. All unpaved area not used for parking, outdoor storage, or other integral business use, shall be landscaped in a similar manner. Parking areas shall be landscaped to improve the view from streets and neighboring properties. Mass plantings of trees and shrubs shall be weed free.

#### 3.3.2 Maintenance:

The property owners shall each maintain their grounds with a neat and trim appearance.

During construction it shall be the responsibility of each lot owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner.

#### 3.3.3 Outdoor Storage Areas:

Outdoor storage of unsightly materials shall be visually screened from streets and adjacent properties. The screen shall be opaque and shall extend a minimum of two (2) feet above the highest point of material stored. Such screen shall have a maximum height of eighteen (18) feet. Outdoor storage areas shall not be permitted on a side of a site having street frontage.

#### 3.3.4 Outdoor Display Areas:

Outdoor display of new or used equipment or products will be permitted. These areas must be landscaped in accordance with the guidelines set forth for parking in Paragraph 3.3.1.

#### 3.3.5 Refuse Collection Areas:

All outdoor refuse collection areas shall be visually screened from streets and adjacent property by an opaque screen. The screen shall extend two (2) feet above the highest point of refuse. Refuse collection areas shall not be permitted on a side of a site having street frontage.

### 3.4 Nuisances:

No portion of the property shall be used in such a manner as to create a nuisance to adjacent sites. Nuisances shall include, but not be limited to, vibration, sound, electro-mechanical disturbances,

electro-magnetic disturbances, radiation, air, water or light pollution, and emission of toxic, noxious, or odorous matter.

#### 4. POTENTIAL FUTURE LIABILITIES

##### 4.1 Fire Hydrants:

In the event that the Fire Chief of the City of Great Falls determines that a particular site requires an additional fire hydrant(s) and water mains appurtenant thereto, the landowner or tenant agrees to have such hydrant and mains installed at his expense.

##### 4.2 Lighting Expense:

Landowners or tenants agree to waive their right of protest to, and pay their proportionate share of street lighting expense or of a Special Improvement District or Special Lighting District assessment for street lighting within the Park.

##### 4.3 Landscape Maintenance:

Landowners or tenants agree to pay their proportionate share of the maintenance costs for the median strips in the boulevard entrances, and for the common landscaping around Park entry ways.

##### 4.4 38th Street Curb, Gutter, and Paving:

All Park landowners or tenants agree to pay their proportionate share of the costs of installing curb and gutter and paving and all work appurtenant thereto on the abutting section of 38th Street, when such improvements are deemed necessary by the City Director of Public Works.

##### 4.5 Highway 87 Bypass Curb and Gutter:

All Park landowners or tenants agree to pay their proportionate share of the City's share of the cost of curb and gutter installation on Highway 87 Bypass.



For valuable consideration, the receipt of which is hereby acknowledged, this 27<sup>th</sup> day of September, 1978, the undersigned, NORTHEAST INDUSTRIAL PARK CORPORATION, a corporation, organized and existing under the laws of the State of Montana, GRANTOR, of Great Falls, Montana, hereby grants unto GREAT FALLS PIPE TRADES JOINT APPRENTICE-SHIP COUNCIL, GRANTEE(S), of Great Falls, Montana, the following described real property in Great Falls, Cascade County, Montana, to wit:

Lots 19 and 20, Block Three (3), North Park Addition to the City of Great Falls, Cascade County, Montana, according to the official map or plat thereof on file and of record in the office of the Clerk and Recorder of said County.

TO HAVE AND TO HOLD unto the GRANTEE(S), and the heirs, successors and assigns of the GRANTEE(S), forever, SUBJECT, HOWEVER, to:

- (1) All covenants, conditions and restrictions contained in the attached Exhibit "A";
- (2) The provisions of that certain Property Management Agreement recorded November 4, 1976 on Reel 109, Document No. 121 and Annexation Agreement recorded February 4, 1977 on Reel 111, Document No. 9, records of Cascade County, Montana;
- (3) All reservations and exceptions in Patents from the United States or the State of Montana;
- (4) All declarations of covenants, conditions and restrictions of record, and all reservations, exceptions, easements and rights-of-way of record or now visible and in open use and enjoyment;
- (5) Building and zoning restrictions of the City of Great Falls, Montana;
- (6) Any state of facts an accurate survey and inspection would show;
- (7) Taxes and assessments for all periods from and after January 1, 1976. Installments of special assessments for 1976 and subsequent years;
- (8) All prior reservations and grants of minerals and mineral rights.

Except as to items excepted herein, this deed is given with the covenants expressed in R.C.M., 1947, Section 74-110. Reference is made to the conditions imposed by the State of Montana Department of Health and Environmental Sciences attached to the plat.

IN WITNESS WHEREOF, the GRANTOR has caused its corporate name to be subscribed and its corporate seal to be affixed, by its proper officers, thereunto duly authorized, on this 27<sup>th</sup> day of September, 1978.

NORTHEAST INDUSTRIAL PARK CORPORATION

ATTEST:

Stephen C. Bontine  
Secretary

By Eugene J. Huffard  
President

STATE OF MONTANA )  
                              : ss.  
County of Cascade )

On this 27<sup>th</sup> day of September, in the year 1978, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Eugene J. Huffard, known to me to be the President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

(NOTARIAL SEAL)

Luci F. Mullen  
Notary Public for the State of Montana  
Residing at Great Falls, Montana  
commission expires Jan. 18, 1980

RECORDED  
TIME 4:23 P.M.  
DOCUMENT NO. 1123  
J. L. LENNON  
CLERK AND RECORDER  
CASCADE COUNTY, MONTANA

GTC

COVENANTS, RESTRICTIONS AND CONDITIONS

By acceptance of the deed to which these covenants, restrictions and conditions are attached, the Grantee hereby agrees with the Grantor, as follows:

1. In the event a building permit for construction and improvement upon the granted real estate is not secured within twelve (12) months of the closing date of the purchase of the site, and construction is not completed within twenty-four (24) months of the closing date, in accordance with paragraph 2.8 of the North Park Protective Covenants, recorded February 2, 1977 on Reel 110, Document No. 1469, in the office of the Clerk and Recorder of Cascade County, Montana, Grantor may deliver by certified mail, notice to the owner(s) of record at the expiration of such twelve (12) months or twenty-four (24) months, as the case may be, at said owner(s) last known address of the failure to perform under the said paragraph 2.8, and may tender the amount of the purchase price paid by the Grantee for the conveyance of the property described in the deed. The said owner(s) of record shall immediately thereupon execute and deliver to Grantor hereunder a good and sufficient warranty deed to the property described in the deed.
2. Grantee will not use the property for any purpose other than for industrial or commercial purposes and will construct only such buildings and improvements and conduct only such business for those purposes as are allowed by the applicable zoning ordinances of the City of Great Falls, Montana.
3. Until July 1, 2007, the owner(s) of record of the property conveyed by the deed, or lessees thereof, will comply with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000d), the requirements imposed by or pursuant to regulations issued by the Department of Commerce and designated as 15 C.F.R. Subtitle A Part 8, and any amendments thereto, and further agrees to comply with the provisions of § 112 of Public Law 92-65 (42 U.S.C. 3123), the requirements imposed by or pursuant to the regulations of the Economic Development Administration promulgated in 13 C.F.R. Part 311, and in the amendments thereto.
4. These covenants, restrictions and conditions, and all the North Park Protective Covenants recorded in the records of Cascade County, Montana on February 2, 1977 on Reel 110, Document No. 1469, shall be specifically enforceable.
5. These covenants, restrictions and conditions shall run with the land and extend to, inure to, and be binding upon the heirs, personal representatives, successors, assigns, lessees and sub-lessees of the Grantee.