

RESTRICTIVE COVENANTS OF
COUNTRY VILLAGE, UNIT NO. 2

KNOW ALL MEN BY THESE PRESENTS, that DUANE BITNEY and BETTY A. BITNEY, husband and wife, and VELVA E. BRUYER, hereinafter collectively called the Declarant, are owners of the land more particularly described on "Exhibit A" attached hereto and by this reference incorporated herein, and are desirous of subjecting said property to the restrictive covenants and reservations hereinafter set forth,

NOW THEREFORE, Declarant hereby declares that the property described on "Exhibit A" hereto attached, is now held and shall hereafter be held, transferred, sold, conveyed and occupied, subject to the restrictive covenants herein set forth, each and all of which is and are for the benefit of each and every building site within said property, and such covenants shall run with the land and apply to and bind the heirs, assigns and successors in interest of any owner thereof.

I.

PURPOSE

The purpose of these restrictions is to insure proper development and use of each building site within said property, to protect the owner or occupant, present or future, of each such site against improper development and use of other sites that will depreciate the value of his site; to prevent the erection on said property of structures of unsuitable design or built of improper materials; to prevent haphazard and inharmonious improvements; to secure and maintain sufficient setbacks from streets and adequate free spaces between structures; and in general, to provide for a high quality of improvement of said property in accordance with a general plan.

II.

GENERAL RESTRICTIVE COVENANTS

1. CONSTRUCTION CONTROL. No building, fence or wall shall be erected, placed or altered on any lot until construction plans and specifications and a plot plan showing the location of the structure or structures have been approved by the Architectural Control Board, hereinafter defined, in writing, as to the quality of workmanship and materials, harmony of external design with the existing structures, and as to location with respect to topography and finished grade elevation. Except for Lots 15 and 16, which are designated for commercial uses, and Lots 14, 17, 18, 33, 34, and 35, which are designated as church sites, each lot shall be used as a single-family dwelling site. Any additional out-buildings must have approval by the Architectural Control Board.

2. FURTHER SUBDIVISION. Except for Lots 15 and 16, the lots as established by the plat shall not be further subdivided in any way. No lot shall be reduced in size by the conveyance of any portion thereof to enlarge the size of an adjoining lot.

3. CONSTRUCTION. Each dwelling shall be fully completed externally, including siding and/or masonry, paint and roof, ground rough graded, and building debris re-

moved within one (1) year from the time construction starts on such building, and shall not be occupied until such time as the above work is completed, in addition to the installation and completion of all plumbing fixtures and utilities.

The ground floor area of the dwelling, exclusive of open porches, basements and garage, shall be not less than 1200 square feet for a one-story house; not less than 1300 square feet for a two-story house; or not less than 1200 square feet above ground level for a split-level house. No single or double-wide trailers will be permitted on the premises for use as a residence. Storage of camper trailers or similar recreational vehicles will be allowed, provided they comply with the other provisions of these Covenants. Pre-fabricated homes and factory-built homes shall be allowed only if approved by the Architectural Control Board.

Only new materials shall be used in construction, excepting used brick and other used building materials if approved in writing by the Architectural Control Board.

4. GARBAGE AND RUBBISH. No lot shall be used as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers with airtight lids. Such containers shall be either sunk in the ground, kept in the garage, or completely screened from view.

5. SIGNS. Except on commercial lots and church sites, no sign of any kind shall be displayed to the public view on any lot, except one sign of not more than three (3) square feet, advertising the property for sale or rent; a sign not to exceed sixteen (16) square feet may be used by a building to advertise the property during the construction and sales period.

6. COMMERCIAL USAGE. No commercial business of any kind shall be permitted to be conducted on any lot, except Lots 15 and 16, which may be used as commercial and business locations. However, the Declarant shall be allowed to carry out what sales activity is necessary to promote the development of Country Village.

7. SEWAGE. No individual sewage disposal systems shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements of the Montana State Department of Health and the County of Flathead.

8. ANIMALS, PETS. No animals or birds of any kind shall be raised, bred, kept or maintained on any lot, except as herein provided:

A. Dogs, cats, and other household pets may be kept provided:

(1) They are not raised, bred, kept or maintained for any commercial purpose.

(2) They shall not exceed three (3) in number on any lot, and they shall be confined to the owners' property.

(3) They do not create or cause a violation of any of the other covenants contained herein, such as an annoyance or nuisance or disturbance to the neighborhood or the residents of any of the other lots.

B. Horses and cattle (no sheep, goats, or pigs) shall be allowed on the basis of one animal for each lot which is two (2) acres or larger in size.

C. Chickens may be kept (not to exceed 6 per acre) for domestic purposes only (meat and eggs) on any lot which is two (2) acres or more in size, provided:

(1) They do not create or cause a violation of any of the other covenants contained herein, such as an annoyance or disturbance or nuisance to the neighborhood or the residents of any of the other lots.

(2) They are confined to the owners' property in an enclosure which is not unsightly and which has been approved by the Architectural Control Board, as provided herein.

No person shall be allowed to destroy game animals, birds, or other wildlife, except rodents, within the boundaries of the above-described property, or adjoining property owned by the Declarant.

9. NUISANCES. No noxious or offensive activity shall be carried on or permitted upon any of the lots, 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 residents of any lot. Outdoor barbeques are not considered nuisances under this section.

Motorcycles, snowmobiles or like vehicles needlessly driven in the above-described premises shall be considered nuisances.

10. VEHICLES. Adequate provisions for off-street parking shall be made on each lot for all vehicles normally kept or parked there. No outdoor maintenance or repair work shall be performed, except washing and polishing. Trucks exceeding a capacity of one ton may not be regularly parked or kept on or near the premises, except for one truck used in the residents' livelihood.

11. MAINTENANCE. Each owner of a lot on which there is a structure shall provide exterior maintenance upon such lot and structure to include painting and repairing the structures; maintaining the lawn and ground to preclude weeds, underbrush and other unsightly growths; and not permitting refuse piles or other unsightly objects to accumulate or remain on the grounds.

Each lot shall be properly groomed and maintained by the owner so as to be free of weeds and a credit to the neighborhood. This provision also relates to lots without structures.

The owners of all unimproved lots must pay to Declarant fifty dollars (\$50.00) annually for a mowing charge until such time as the lot is improved, unless they keep the lot properly groomed themselves so it is free of weeds and a credit to the neighborhood. The Declarant reserves the right to cause the unimproved lots to be mowed and groomed if the owner does not do so, and to assess the above-mentioned fee, and to file a lien on the lot, if the fee is not timely paid.

12. UTILITIES. The owner of each lot shall pay all utility connecting costs, and all utilities shall be underground.

13. MISCELLANEOUS. There shall be no washing or repairing of vehicles in the streets at any time, nor burning of leaves or trash on any street.

14. SETBACK LINES. No permanent structure may be erected with any part of that structure closer than fifty (50) feet to any roadway, and closer than twenty-five (25) feet to any other property line. An exception to this may be granted by a unanimous vote of the Architectural Control Board in cases where the structure would be erected in a remote area of the subdivision, and in such a manner that the construction of the structure would be in a place making the most efficient use of the land and in such a manner as to avoid an unsightly or undesirable appearance or effect on the subdivision.

15. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall or hedge, or other planting or structure which obstructs sight lines at elevations between ground level and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting

tree at points 25 feet from the intersection of the street lines. The same limitation shall apply to a triangular area 10 feet on either side of the intersection of street lines and driveways or alleys.

No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

III.

ARCHITECTURAL CONTROL BOARD

In addition to previously stated authority, the Architectural Control Board shall have the jurisdiction over the following:

- A. Planting or removal of trees (no native trees or shrubs shall be removed unless necessary for building construction);
- B. Protective screenery;
- C. Location of radio and television antennas;
- D. Yard lights, mailboxes and fuel tanks;
- E. Such other matters as may be considered by the Board to be in the best interests of the area.

The Architectural Control Board shall be composed of: Duane Bitney or his designee, and, at such time as five residences in the subdivision are occupied as family homes, two (2) residents elected by a majority vote of the residents.

A majority of the Board may designate a representative to act for it. In the event of death or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. Neither the members of the Board, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument, to change the membership of the Board or to withdraw from the Board, or remove from or restore to it any of its powers and duties.

The Board's approval or disapproval, as required in these Covenants, shall be in writing. In the event the Board or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

IV.

TERM AND ENFORCEMENT

1. TERM OF COVENANTS. The provisions of this Declaration shall be binding for a term of fifteen (15) years from the date of this Declaration, after which time the Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then owners of seventy-five percent (75%) of the lots of Country Village has been recorded agreeing to change this Declaration in whole

or in part. Alterations and additions may be made to this Declaration of Covenants, Conditions and Restrictions, as long as he owns twenty-five percent (25%) or more of the lots, provided that not less than fifty percent (50%) of the then owners of the other lots agree thereto.

No amendments, additions or alterations shall be made to this Declaration without the written consent of the proper governing body.

2. **ENFORCEMENT.** The Declarant, and every person hereinafter acquiring any right, title or interest in any tract in said Country Village shall have the right to prevent or stop violation of any of the said restrictions by injunction or other lawful procedure, in law or in equity, against the person or persons violating or threatening to violate these restrictive covenants. Any person who shall prosecute an action successfully may recover any damages resulting from any such violation, and it is expressly understood by any person purchasing this property that if an action is successfully brought against him for violation of these Covenants, that a reasonable attorney's fee shall be assessed against him in addition to any other damages.

3. **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.

EXECUTED this 15th day of December, 1977.

[Signature]
Duane Bitney

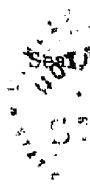
[Signature]
Betty A. Bitney

[Signature]
Velva E. Bruyer

STATE OF MONTANA)
 : ss.
County of Flathead)

On this 15th day of December, 1977, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared DUANE BITNEY, BETTY A. BITNEY, and VELVA E. BRUYER, 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.



[Signature]
Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission expires 1-7-80

LEGAL DESCRIPTION

That portion of the Northeast $\frac{1}{4}$ Section 31, Township 29 North, Range 21 West, Flathead County, Montana described as follows:
 Commencing at the Northeast corner of Section 31; thence along the North line of Section 31 North $89^{\circ}41'54''$ West 30.00 feet; thence South $0^{\circ}04'05''$ East 53.00 feet to the Point of Beginning, which point is on the Westerly line of Whitefish Stage; thence along the Westerly line South $0^{\circ}04'05''$ East 1268.33 feet to the South line of the Northeast $\frac{1}{4}$ Northeast $\frac{1}{4}$ Section 31; thence along the South line of the North $\frac{1}{2}$ Northeast $\frac{1}{4}$ North $89^{\circ}46'04''$ West 1323.36 feet to a point on a 330.00 foot radius curve concave Southwesterly having a radial bearing of South $68^{\circ}51'25''$ West; thence Northwesterly along the curve thru a central angle of $7^{\circ}09'27''$ 41.22 feet; thence South $61^{\circ}41'58''$ West 60.00 feet; thence South $89^{\circ}59'10''$ West 699.47 feet to the Westerly line of that parcel shown on Certificate of Survey No. 1701; thence along the Westerly line North $3^{\circ}05'00''$ East 304.86 feet to the Northeast corner of said parcel, which point is on a 330.00 foot radius curve concave Northeasterly having a radial bearing of North $25^{\circ}12'46''$ East; thence along the Northerly line of said parcel Northwesterly along the curve thru a central angle of $26^{\circ}31'24''$ 152.76 feet to a point on the Easterly line of Country Village-Phase I; thence along the Easterly line the following courses: North $51^{\circ}44'10''$ East 60.00 feet; thence North $35^{\circ}15'50''$ West 87.26 feet; thence North $53^{\circ}06'19''$ East 258.98 feet; thence North $19^{\circ}45'41''$ West 258.02 feet; thence North $0^{\circ}00'50''$ West 60.00 feet to a point on a 380.00 foot radius curve concave Southeasterly having a radial bearing of South $0^{\circ}00'50''$ East; thence Southwesterly along the curve thru a central angle of $29^{\circ}29'25''$ 195.59 feet; thence continuing along the Westerly line of Country Village-Phase I and its Northwesterly projection North $29^{\circ}30'15''$ West 406.53 feet; thence South $89^{\circ}41'54''$ East 2467.96 feet to the Point of Beginning, containing 62.898 acres of land.

STATE OF MONTANA, }
 County of Flathead } ss

Filed for record at the request of J. M. B. Bitney
 this 20th day of January 1928 at 9:00 o'clock A-M and recorded in VOL 635
 PAGE 325 Records of Flathead County, State of Montana. George J. Smith
 Fee \$ 12.00

RECEPTION NO. 905
 RETURN TO Reverend Bitney
90 West 7th St.

INDEXED	<input checked="" type="checkbox"/>
CHECKED	<input checked="" type="checkbox"/>
COMM. P.	<input checked="" type="checkbox"/>

Flathead County Clerk and Recorder
John J. Headman
 Deputy

9414013400

RECEIVED

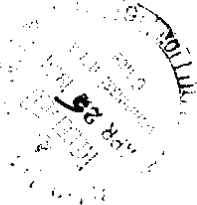
Amendment No. II to Restrictive Covenants of Country Village Unit No. 2

MAY 18 1994

FLATHEAD REGIONAL DEVELOPMENT OFFICE

Recorded on January 20, 1978 in Book 635 Page 325, records of Flathead County, Montana.

DOCUMENT IS ILLEGIBLE AND NOT RECORDED



37 lots / 28 lots / 9 lots

ASSESSOR # 15 - SEE ATTACHED SHEET

To: Flathead County Commissioners

The property owners (signatures attached) wish to have the Restrictive Covenants of Country Village, Unit No. 2, amended in the following areas:

Sec. II, paragraph 1.

We wish to have the references to lot numbers designated as church lots changed. We wish to have lot numbers 17, 18, 23, 34 and 35 to be residential lots and no longer designated as church lots. Therefore, this paragraph should read:

1. Construction Control. No building, fence or wall shall be erected, placed or altered on any lot until construction plans and specifications and a plot plan showing the location of the structure have been approved by the Architectural Control Board, hereinafter defined, in writing as to the quality of the workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Except for lots 15 and 16, which are designated for commercial uses, and lot 14 which is designated as a church site, each lot shall be used as a single-family dwelling site. Any additional out-buildings must have approval by the Architectural Control board.

Sec. III, 2nd paragraph.

We wish to change the composition of the Architectural Control Board since Dwayne Bitney is no longer associated with this subdivision. Therefore, we would like the paragraph to read:

The Architectural Control Board shall be composed of three (3) residents elected by a majority vote of the residents.

We the undersigned property owners of Country Village UNIT 2 request the previously described changes be approved and recorded for the Restrictive Covenants:

Owners Signature	Address	Lot #
Robert LaSalle	574 Country Way	38
Nancy Klein	538 Country Way	39
Lupe & Andrea Smidley	541 Country Way	27
Gene & Annette Holaday	572 Country Way	41
Chris Evangoff	565 Country Way	26 (2)
Ann & Paul Hahn	505 Country Way	43
Stephen V. A. Lee	626 Country Way	43
Lorraine Stenseth	629 Country Way No. 10	10
Jean Jensen	621 Country Way No.	12
Smoky T. Bennett	626 Country Way	20/13
	578 Country Way	30

9414013400

Common Signatures

Mr. & Mrs. James I. Wilson	515 Country Way	# 31 ✓
Mr. & Mrs. Robert Dickson	507 Country Way	32 (2) ✓
John M. Dickson	John Harlin	28 (2) ✓
Mr. & Mrs. J. & Mary A. Karlin	539 Country Way	*36 ✓
Mr. & Mrs. Stan Henderer	530 Country Way E.	# 40 (2) ✓
Mr. & Mrs. Lenny Kottaba	554 Country Way	# 24 (2) ✓
Mr. & Mrs. James H. Jensen	631 Country Way	# 17 ✓
James Jensen	572 Country Way N.	# 19 ✓
H. A. Fisher	608 Country Way N.	# 21 ✓
John F. Bales	636 Country Way N.	# 21 ✓
Conice M. Babb	636 Country Way N.	# 22 ✓
Eleanor L. Lischnack	644 Country Way N.	# 10 ✓
Elysha Babb	637 Country Way N.	# 15 ✓
Paul U. Braham	637 Country Way N.	# 37 ✓
Allen L. Christensen	522 Country Way E.	# 44 (2) ✓
Cindy (Borne) Crane	640 Country Way	# 18 ✓
Maack Road 1	590 Country Way N	# 33, 34, 35 ✓

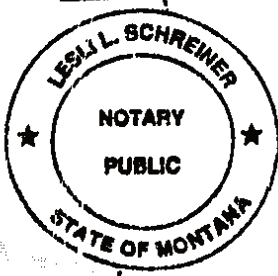
BETHEL BAPTIST CHURCH # 33, 34, 35

STATE OF MONTANA)
COUNTY OF FLATHEAD) s.s.

On this 10th day of May, 1994, personally appeared before me, who is personally known to me to be the person who signed this certificate while under oath, being sworn by me, and swears that he was present and saw the above residents sign their name to the attached document and that it is their signature and he knows them personally.

Robert Lastofka
Address: 574 Country Way
Flathead, Mont.

SIGNED AND SWORN to before me by Robert Lastofka, on this 10th day of May, 1994.



Leslie L. Schreiner
Notary Public for State of MT
Residing at Kanawalla, MT
My Commission Expires: 10-3-97

ASSESSOR NO. 15

Country Village Unit #2

<u>Lot #</u>			
8	0979412	28	0973781
9	0071201 XXXX	29	0972547
10	0981249	30	0976221
11	0978640	31	0974031
12	0978992	32	0979165
20 + 13	0978911	33	0065792
14	E 003802	34	0065791
15	0977106	35	0065790
17	0113008	36	0978391
18	0974062	37	0974378
19	0975238	38	0976079
20		39	0974741
21	0974688	40	0975339
22	0974676	41	0979709
23	0973962	42	0113025
24	0978549	43	0979532
25	0976700	44	0972782
26	0977724		
27	0976018		

ASSESSOR NO.'S

Country Village Unit #2
Cond Plat #16

Lot #
16A

0977645

16B

0977575

16C

0977576

9414013400

AMENDMENT NUMBER TWO

TO

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

COUNTRY VILLAGE NO. 2

APPROVED this 10th day of May, 1994.

BOARD OF COUNTY COMMISSIONERS
Flathead County, Montana

By: William R. Hedsrom
William R. Hedsrom, Chairman

By: Howard W. Gipe
Howard W. Gipe, Member

By: Sharon L. Stratton
Sharon L. Stratton, Member

Haverfield, Clerk

Jack J. Schreiner
Deputy



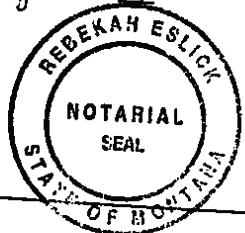
9414013400

State of Montana)
County of Flathead) S.S.

On this 20 day of May, 1994, Gordon C. Dexter personally appeared before me, who is personally known to me to be the person who signed this certificate while under oath, being sworn by me, and swears that he was present and saw *-see below sign the names to the above/attached document, and that it is his signatures and that he knows them personally;

Gordon C. Dexter
Affiant's signature and address 535 12th St. E. Kalispell Mont.

Signed and sworn to before me by Gordon C. Dexter, this 20 day of May, 1994.



Rebekah Eslick
Notary Public
residing in Kalispell
My commission expires: 3/30/98

- * Philip Ewanoff lot 26
- * Duane R Karlin + JoAnn Karlin lot 28
- * Lonny Kottaba + Govita Kottaba lot 40
- * James S. Jensen + Jacqueline A. Jensen lot 24
- * Cindy K Britney (Crone) lot 44
- * Leona M. Dickson lot 32

INDEXED	<input checked="" type="checkbox"/>
COPIED	<input type="checkbox"/>
COMPARED	<input type="checkbox"/>

STATE OF MONTANA,
County of Flathead) SS

Recorded at the request of D. Heine
this 20 day of May, 1994 at 1:40 o'clock PM and recorded in
the records of Flathead County, State of Montana.

Fee \$24.00 Pd
RECEPTION NO. 9414013400

Susan H. Haderfeld
Flathead County Clerk and Recorder
Jean J. Schreiner
Deputy

RETURN TO Bob Lastofka
574 Country Way Kalispell MT 59901-2102

2003184 09190



Paul and Ann Hahn
626 Country Way
Lot #43
Kalispell, MT 59901

May 4, 2003

Dear Homeowners of Country Village Phase II:

We are asking for your permission to subdivide Lot # 43 into two equal parts in the Country Village Subdivision Phase II.

In order to change any covenant it requires 75% of all homeowners in our subdivision to approve a change. There are 39 single family dwelling lots in Phase II and this change would require 30 of 39 lot owners to ratify the change. Currently, Article Number 2 reads: Except for Lots 15 and 16 (which are commercial lots), the lots as established by the plat shall not be subdivided in any way. No lot shall be reduced in size by the conveyance of any portion thereof to enlarge the size of an adjoining lot.

Our amendment to the covenants would read: Article Number 2: Except for Lot 43, as established by the plat shall not be divided in any way. No lot shall be reduced in size by the conveyance of any portion thereof to enlarge the size of an adjoining lot.

If we receive 30 of 39 lot owners' approval for the covenant change, we will proceed by taking this change to the respective county agencies. Your support in this endeavor will be greatly appreciated!

Sincerely,

Paul and Ann Hahn

0978547 0113025
0976221 0979532
0974031
0979165

0976700
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0976018
0973781

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0976676
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0113004
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0975238
0974511

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0975539
0979709
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0978992
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E 003802
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0065792
0065791
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0971645
0071645
0977575

S

Newly Created Covenant for Country Village Phase II would read:

Except for Lot 43, as established by the plat shall not be divided in any way. No lot shall be reduced in size by the conveyance of any portion thereof to enlarge the size of an adjoining lot.

I hereby approve of this change:

Lot #	Printed Name	Signature
8		
9	A.J. Sparr Jr	A.J. Sparr Jr OK
10	Paul V. Graham	Paul V. Graham OK
11	H M GROSS	H M GROSS OK
12	Theodore G. delWard	Theodore G. delWard OK
13	Russell Swinson	Russell Swinson OK
17		
18		
19	William V. Matthews	William V. Matthews OK
20	Jeanette Devine	JOAN K. DEVINE OK
21		
22		
23	Joe A. Johnson	Joe A. Johnson OK
24	JAMES HENSEN JACQUELINE JENSEN	Jacqueline J. Jensen OK
25		
29	Brad Skramstad	Bradley Skramstad OK
27	J. ARLEN LINDSIEY	J. Arlene Lindsiey OK
28	JoAnn Karlin	JoAnn Karlin OK
26	Cheryl Evanoff Phil Evanoff	Cheryl Evanoff Phil Evanoff OK

- 30

MARLE KOLETIS

OK

31

JIM WILSON

Jim Wilson OK

- 32

ROBERT DICKSON

Robert Dickson OK

33

M. WEAVER

Michelle Weaver OK

~~35~~ 35

JOHN C. SANDRA S. RULON

John & Sandra Rulon OK

~~36~~ 36

Ralph Patricia HART

Ralph Hart Patricia Hart OK

~~34~~ 34

SHAWN KAREN E. O'ROSCILL

Shawn & Karen O'Roscill OK

37

KIRKA MELANIE ZANDA

Melanie Zanda OK

38

ROBERT LASTEFKA

Robert Lastefka OK

39

Angela Pitts

Angela Pitts OK

40

- 41

Sheryl Border

Sheryl Border OK

42

PAUL HART

Paul Hart OK

43

BRENT HIGGINS

Brent Higgins OK

44

SWANK ENTERPRISES
DEAN SWANK

Dean Swank

16B

WALTER G. CHAPPEL

Walter G. Chappel OK
(PASTOR)

14

JAMES D. PUTMAN

James D. Putman OK

15

16A

GREGORY AMARCELLIS

Gregory Amarelli

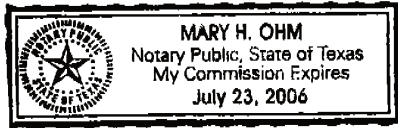
200318409190


Newly Created Covenant for Country Village Phase 2, would read;

Except for lot 43, as established by the plat shall not be divided in any way.
No lot shall be reduced in size by the conveyance of any portion thereof to
enlarge the size of an adjoining lot.

I hereby approve of this change.

Lot#	Printed Name	Signature
16C	<u>STEFANO COSTANTINI</u>	




Mary H. Ohm
May 19, 2003

200318409190

COMMISSIONER APPROVAL FOR AMENDMENT OF
RESTRICTIVE COVENANTS

1. The Restrictive Covenants of Country Village Phase II Subdivision was recorded in the office of the Clerk and Recorder of Flathead County, Montana, on January 20, 1978, under Book 635 Page 325. Article IV, states, in part, as follows:

"No amendments, additions or alterations shall be made to this Declaration with out the written consent of the proper governing body."

2. The above-described Restrictive Covenants affect the following described real property:

"The SUBDIVISION PLAT of Country Village Phase II, a plat on file and of record in the office of the County Clerk and Recorder, Flathead County, Montana."

3. The proposed Amendment of the Restrictive Covenants of Country Village Phase II dated May 19, 2003, relating to Lot 43, does not effect or modify any article in the Restrictive Covenants that was a condition of subdivision plat approval.

THEREFORE, by their signatures below, the Board of Commissioners of Flathead County, Montana, hereby approves The Amendment of The Restrictive Covenants of Country Village Phase II dated May 19, 2003, relating to Lot 43.

Dated the 2 day of July, 2003.

BOARD OF COUNTY COMMISSIONERS
Flathead County, Montana

By [Signature]
Robert W. Watne, Chairman

By [Signature]
Howard W. Gipe, Member

By [Signature]
Gary D. Hall, Member

ATTEST:

Paula Robinson, Clerk

By [Signature]



200318409190

STATE OF MONTANA
County of Flathead

Recorded at the request of Paul Hahn
this 3 day of July 2003 at 9:19 o'clock A.M.
and recorded in the records of Flathead County, State of Montana.

Fee \$ 30 Pd. [Signature]
RECEPTION NO. _____ Flathead County Clerk and Recorder

RETURN TO _____ [Signature]
Deputy

Paul Hahn
626 Country Way Lot #43
Kalispell, MT 59901

Brent Higgins
640 County Way
Kalispell, MT 59901



Debbie Pierson, Flathead County MT by NC

201600008009
Page: 1 of 3
Fees: \$31.00
4/27/2016 8:47 AM

**Amendment No. 4
Restrictive Covenants
Country Village #2**

1. The property owners (required signatures attached) are amending the Restrictive Covenants of Country Village #2 recorded in Flathead County, Montana, on January 20, 1978 in Book 635 Page 325.
2. The Restrictive Covenants affect the following described real property:

"The SUBDIVISION PLAT of Country Village #2, a plat on file and of record in the office of the County Clerk and Recorder, Flathead County, Montana."
3. The Amendment will add Lot 44 to the list of lots excepted from further subdivision restrictions. Article II, Section 2, titled Further Subdivision, will now read:

"Except for Lots 15, 16, 43 and 44, the lots as established by the plat shall not be further subdivided in any way."
4. This Amendment of the Restrictive Covenants does not affect or modify any article in the Restrictive Covenants that was a condition of subdivision plat approval.
5. The Flathead County Commissioners have waived the requirement of their consent contained in the Restrictive Covenants of Country Village, Unit No. 2.

★★ see assessor #'s attached

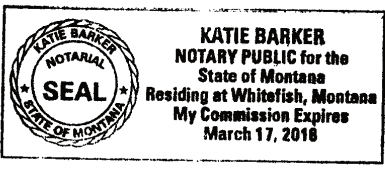


We the undersigned property owners of Country Village #2 agree to add Lot 44 to the exceptions for further subdivision under the Restrictive Covenants. Article II, Section 2 would read: "Except for Lots 44, 15 and 16,"

Lot 8 _____	Lot 9 <u>Mary H. Sparr</u>
Lot 10 <u>Heather Mackenstead</u>	Lot 11 <u>Donald Cross</u>
Lot 12 <u>Keith (Kurt) [Signature]</u>	Lot 13 <u>Les Dale</u>
Lot 14 <u>Dawn Hendricks</u> <small>PASTOR</small>	Lot 15 <u>John Kentt</u>
Lot 16A <u>Wida Markellis</u>	Lot 16B <u>[Signature]</u> <small>AUTHORIZED REP FOR G4MT</small>
Lot 16C <u>[Signature]</u> <small>AUTHORIZED REP FOR G4MT</small>	Lot 17 _____
Lot 18 _____	Lot 19 <u>William Matt</u>
Lot 20 <u>Bucky Madison</u>	Lot 21 _____
Lot 22 <u>Eleanor Fischbach</u>	Lot 23 <u>Melinda Johnson</u>
Lot 24 _____	Lot 25 _____
Lot 26 <u>Phil [Signature]</u>	Lot 27 <u>[Signature]</u>
Lot 28 _____	Lot 29 <u>Cindy Skamstad</u>
Lot 30 <u>[Signature]</u>	Lot 31 <u>Ken [Signature]</u>
Lot 32 <u>David Tubert</u>	Lot 33 <u>Richard Bartlett</u>
Lot 34 <u>Thomas [Signature]</u>	Lot 35 <u>[Signature]</u>
Lot 36 <u>John [Signature]</u>	Lot 37 <u>Frank [Signature]</u>
Lot 38 _____	Lot 39 <u>[Signature]</u>
Lot 40 _____	Lot 41 <u>[Signature]</u>
Lot 42 <u>Sheryl [Signature]</u>	Lot 43A <u>Rob [Signature]</u>
Lot 43B <u>Margie [Signature]</u>	Lot 44 <u>Brent Higgins</u>

I personally witnessed the signing of the above signatures. Brent Higgins
 Brent Higgins

Subscribed and Sworn To Before Me
 This 19th Day of April 2016
Katie Barker
 Notary Public, State of Montana
 County of Flathead
 Residing at Whitefish
 My Commission Expires March 17, 2018



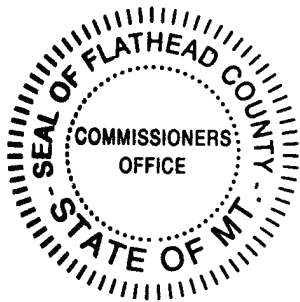


WAIVER OF REQUIREMENT OF APPROVAL FOR AMENDMENT OF RESTRICTIVE COVENANTS

1. The Restrictive Covenants of Country Village, Unit No. 2 (“Covenants”) was recorded in the office of the Clerk and Recorder of Flathead County, Montana, in Book 635 pages 325 through 329 in the records of Flathead County, Montana.
2. The Covenants provide in part that “No amendments, additions or alterations shall be made to this Declaration without the written consent of the proper governing body.”
3. The Flathead County Board of Commissioners desire the requirement of their consent be waived.

THEREFORE, by their signatures below, the Board of Commissioners of Flathead County, Montana, hereby waives the requirement of approval of the Board of Commissioners, contained in the Restrictive Covenants of Country Village, Unit No. 2. This Waiver does not constitute or effect a waiver of any applicable provisions of the Flathead County Subdivision or Zoning Regulations.

DATED this 20th day of April, 2016.



BOARD OF COMMISSIONERS
FLATHEAD COUNTY, MONTANA

Pamela J. Holmquist
Pamela J. Holmquist, Chairman

Gary D. Krueger
Gary D. Krueger, Member

Philip B. Mitchell
Philip B. Mitchell, Member



8	0979412	
9	0071201	X
10	0981249	X
11	0978640	X
12	0978992	X
13	0978911	X
14	E003802	X
15	0977106	X
16A	0971645	X
16B	0977575	X
16C	0977576	X
17	0113004	
18	0974062	
19	0975238	X
20	0974511	X
21	0974688	
22	0976676	X
23	0978962	X
24	0978549	
25	0976700	
26	0977724	X
27	0976018	X
28	0973781	
29	0978547	X
30	0976221	X
31	0974031	X
32	0979165	X
33	0065792	X
34	0065791	X
35	0065790	X
36	0978391	X
37	0976378	X
38	0976074	
39	0974741	X
40	0975539	
41	0979709	X
42	0113025	X
43A	0979532	X
43B	0007536	X
44	0972782	X