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**DECLARATION OF COVENANTS, CONDITIONS  
RESTRICTIONS AND RESERVATIONS FOR  
*Crystal Cove Estates***

*THIS DECLARATION of Covenants, Conditions, Restrictions and Reservations is made  
this 22nd day of February, 2003, by David Engel of P.O. Box 675392, Rancho Santa Fe,  
California 92067, hereinafter referred to as "Declarant".*

*Plat # 200205014200*

**WITNESSETH:**

WHEREAS, the Declarant is the owner of Crystal Cove Estates and hereby subjects said real property to the Covenants, Conditions, Restrictions and Reservations set forth in this document, each and all of which is intended for the benefit of Crystal Cove Estates and for each owner of property in the development. These Covenants, Conditions, Restrictions and Reservations shall inure to the benefit of and pass with said real property and each parcel thereof, and shall apply to all owners of property within the development and their successors in title.

NOW THEREFORE, the Declarant, being the owner of Crystal Cove Estates and having established a general plan for the improvement and development of the property, does hereby establish the Covenants, Conditions, Restrictions and Reservations upon which and subject to which all Lots and portions of Lots within said development shall be improved or sold, and does hereby declare that said property is and shall be held, transferred, sold and conveyed subject to the Covenants, Conditions, Restrictions and Reservations hereinafter set forth, all of which shall run with the land and will be binding upon all successors in title of the Declarant.

**ARTICLE I  
PROPERTY**

The Crystal Cove Estates property which is and shall be held, transferred, sold and conveyed subject to the Covenants, Conditions, Restrictions and Reservations (sometimes collectively referred to herein as the "Covenants") hereinafter set forth, is located in Flathead County, Montana, and consists of five Lots, situated, lying, and being in Government Lots 2 and 3, Section 5, Township 27 North, Range 24 West, and a portion of Section 35, Township 28 North, Range 25 West, also known as Parcel 1 of Certificate of Survey 14413, Flathead County, Montana. Each of the five parcels comprising the development is shown and particularly described on the Final Plat, recorded in the office of the Flathead County Clerk and Recorder.

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**ARTICLE II  
DEFINITIONS**

The following terms, as used in this Declaration, are defined as follows:

**Association** shall mean the association of Owners, which shall be known as the Crystal Cove Homeowners' Association.

**Declarant** shall mean David Engel and his successors and assigns.

**Lot** shall mean each of the 5 tracts of land within the Crystal Cove development and any Lots created from the original Lots divided therefrom and approved by the Flathead County Planning & Zoning Office through the subdivision review process.

**Owner** shall mean the record owner of a fee simple title to any Lot within Crystal Cove Estates and shall include contract buyers but not contract sellers and record owners of any annexed property declared by the Declarant to be a part of the Association and subject to the articles and bylaws of the Association.

**Property** shall mean the real property described in Article I above. Property shall also mean and refer to any additional real property as may hereafter be brought within the jurisdiction of the Association.

**Screened from View** shall mean, with respect to any given object on a Lot, that the object is screened by a fence, hedge, other decorative improvement or native vegetation, such that the object is not or would not be visible to a person six (6) feet tall, standing on any part of any adjacent Lot or other property at an elevation no greater than the elevation of the base of the object being viewed.

**ARTICLE III  
DEVELOPMENT PHILOSOPHY**

**SECTION 1. Purpose of Covenants:** The Crystal Cove Estates property is being subjected to these Covenants, Conditions, Restrictions and Reservations to insure the most appropriate development and improvement of each Lot, to preserve and protect the natural beauty and rural, timbered setting of said property, to guard against the construction of buildings from inappropriate or unsuitable materials, to foster this development philosophy. This concept will be enhanced through comprehensive design, embodying the best qualities and techniques of site planning, engineering, architecture, landscape architecture, and overall design.

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**ARTICLE IV  
ARCHITECTURAL and ENVIRONMENTAL REVIEW**

**SECTION 1. Architectural and Environmental Review Committee:** The Architectural and Environmental Review Committee ("AERC" or the "Committee") shall consist initially of the Declarant or his designees. Provided, however, the Declarant may, in his sole discretion, assign the duties and responsibilities of the AERC to the Association in writing at any time subsequent to the sale of two lots by the Declarant. Once the Association assumes the duties of the Committee, the Committee shall be composed of a minimum of three (3) Lot Owners.

**SECTION 2. Architectural and Environmental Control:** No building, fence, wall or other structure shall be commenced, erected or maintained upon any lot, nor shall any addition to or change or alteration to any such building, fence, wall or other structure be made until the plans, specifications, and proposed construction schedule have been submitted to and approved by the Committee. The plans and specifications shall be submitted and reviewed in accordance with Sections 3 and 4 below, and shall show the nature, kind, shape, height, materials and location of the proposed structure, including proposed landscaping and exterior lighting. The Committee shall review all plans and may only approve plans that harmonize external design and location in relation to surrounding structures and topography, native vegetation and overall compatibility with surroundings and the development as a whole.

**SECTION 3. Plan Review Process:** In order to insure that the design standards for Crystal Cove Estates contained in these Covenants are achieved, a submission of certain plans will be required. Plan submissions will also be required for significant revisions, alterations or additions to approved or existing improvements. Each plan submission will require two (2) sets of plans containing the specific information described below. The plan submission for each new improvement of development and each significant revision, alteration, addition, or change of use shall be accompanied by a review fee as may be set by the AERC. All submitted plans shall be reviewed by the AERC for acceptability of design and compliance with these Covenants and the development philosophy of Crystal Cove Estates. Upon completion of review by the AERC, one set of plans will be returned to the applicant along with a letter summarizing recommendations, requirements, and findings. The returned plans will be marked APPROVED, APPROVED SUBJECT TO CONDITIONS, or NOT APPROVED. Approvals are valid for one (1) year from the date of the written notice of approval. If construction is not commenced within such one (1) year period, plans must be resubmitted and a new approval secured.

**SECTION 4. Required Plans:** At a minimum, the following plans must be submitted to the AERC:

- a. Construction plans to a scale of 1/8 or 1/4 inch for all structures with consideration given to site utilization, engineering, architectural design and phasing.
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- b. Site and landscape plans to a scale of 1" = 20' +/- 0" for all site disturbances with consideration given to vegetation, grading, drainage, exterior lighting, fences, driveways, parking and phasing.
- c. A Site plan to an appropriate scale depicting the entire Lot and the relative location of all proposed development with the Lot.

**SECTION 5. Adoption of Guidelines:** The AERC shall have authority to adopt and publish guidelines setting forth the procedures and criteria for review of structures and other site improvements or modifications so long as such guidelines are not inconsistent with and are no less restrictive than this Declaration.

**SECTION 6. AERC's Response:** The Committee complete its review and approve, modify or reject a proposal within thirty (30) days once a complete set of plans have been submitted along with the requisite plan review fee. In the event the Committee fails to respond to a proposal within such thirty (30) day period, the Owner shall then be permitted to commence construction in accordance with the submitted plans, but any deviation from such plans which in the judgment of the Committee is a substantial detriment to the appearance of the structure or the surrounding area shall be corrected to conform with the plans and elevations as submitted.

**SECTION 7. Continuing Responsibility:** The AERC shall have a continuing role in the approval or disapproval of proposed changes from the original design and construction, including without limitation, exterior remodeling, changes of color, exterior lighting, provision for wood storage, exterior clotheslines, recreational equipment (swimming pools, swing sets, basketball goals, tennis courts, etc.) and exterior pet and animal facilities. No such changes or additions will be permitted unless approved by the AERC, which may, in its discretion, waive the requirement that plans and specifications be submitted for such changes.

**SECTION 8. Committee Enforcement:** If the Committee, upon its own inspection or upon receiving a complaint, determines that any Owner is in violation of the Committees' standards or guidelines, or has failed to properly maintain his Lot or any permanent improvement thereon, including necessary repairs, or has constructed or made any change to any improvement not in conformance with an approved plan, or is otherwise in violation of these Covenants, the Committee shall notify the Owner in writing. Such notice shall contain a statement of the nature of the non-conformity or violation and the steps needed to remedy it. If such remedial steps are not taken within a reasonable time, the Committee shall notify the Association which may itself, after written notice to the Owner and failure of such Owner to comply, undertake remedial measures and charge the Owner an assessment for any sums expended by it in so doing. Any such assessment shall become a lien against the Lot so assessed and the personal obligation of the Owner.

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**ARTICLE V**  
**PROTECTIVE COVENANTS and DEVELOPMENT GUIDELINES**

**SECTION 1. Land Use:** All land use shall conform to the Little Bitterroot Lake Zoning District and the Conditions of Final Plat.

The property may be used only for single family residential purposes and no structure shall be erected, placed or permitted to remain on a Lot other than a single family private residence and related buildings such as barns, stables, shops, garages, guest houses or caretaker facilities incidental to the residential use of the property.

There shall be no commercial use of the property, nor shall any trade, craft, business, professional, religious, educational or other commercial activity be conducted on any lot. Provided however, those businesses or professions carried on solely by family members and conducted entirely within residential structures shall be permissible. No traffic may be generated by such home activities in greater volume than would normally be associated with a residential dwelling. No equipment or process shall be used which creates visual or audible interference with any radio, television, or telephone receivers off the premises or which causes fluctuation in electrical line voltage to other parts of the development. Occasional functions such as riding clinics, charity events and similar gatherings may be permitted upon approval of the board of directors of the Association.

**SECTION 2. Subdivision of Lots:** Subdivision of Lots is permissible provided there is compliance with all applicable County and State zoning, subdivision, and health regulations, and provided that all approvals are secured from all governmental entities having authority over such subdivision, and any subdivision must comply with the conditions of final plat of Crystal Cove Estates. Therefore, the only lot that may be subdivided is Lot 4, absent inclusion of additional realty.

**SECTION 3. Building Sites:** No Lot shall have erected upon it more than one dwelling house together with permitted outbuildings.

**SECTION 4. Building Standards:** The following construction standards shall be followed for all buildings on the Lots:

- a. Each home shall contain not less than 2500 square feet of finished living space. For purposes of this paragraph, porches, balconies and garages shall not be considered part of the living space.
- b. No structure of any kind, and particularly those commonly known as "mobile home", "modular home", "trailer", or other prefabricated structure which is designed for hauling or moving on wheels or "boxed", "sheet metal" or "A-frame" construction, shall be built or moved onto any Lot for any purpose except as allowed in **Article V, Section 15**. No basement, garage, barn or other outbuilding, erected or placed on any Lot, shall, at any time, be allowed or used as a residence, either temporarily or permanently except as otherwise permitted herein.

- c. All buildings shall be permanent in nature and no temporary buildings or partly finished buildings or structures shall be erected, moved on or placed upon a Lot. Only new materials may be used. However, used brick, beams and the like, on any integral part of the architecture of the building, will be allowed. All construction shall first be reviewed and approved pursuant to the provisions of **Article IV** as set forth above. All buildings constructed on a Lot shall be constructed in keeping with the location, terrain, and environment of the premises so as not to be unsightly.
- d. All buildings, including barns, stables, garages, tool sheds, etc. shall be in keeping with the architecture of the other buildings located on the Lot, kept in good repair and appearance, and maintained in a sanitary condition with strict fly and pest control measures.
- e. All construction, once begun, shall be completed as to exterior finish including siding and/or masonry, paint, and roof. The construction area around each building constructed shall be at least rough graded prior to occupancy. All construction must be completed and building debris removed within the time frame set out in the approved construction schedule. The dwelling shall not be occupied until such time as the above work is completed including the installation and completion of all plumbing fixtures and utilities.
- f. No building on any Lot shall have a roof or exterior siding which is silver or metallic colored, shiny, or reflective. Only class A or B roofing materials, as rated by the National Fire Protection Association, shall be allowed on all structures. Use of wood shake roofs, because of their flammability, is discouraged.
- g. Each structure, once constructed on a Lot, shall be kept in the same condition as at the time of its initial construction, excepting normal wear and tear. All structures (including fences) shall be preserved and of pleasant appearance by maintaining paint, stain or sealer as needed. If any structure is damaged in any way, the Owner shall exercise due diligence to rebuild, repair and restore the structure to its appearance and condition prior to the casualty. Such repair or reconstruction shall be completed within nine (9) months of the casualty.
- h. No portion of any building shall be more than 30 feet from the ground as measured from the natural grade of the building site, nor closer than 50 feet from any property line.
- i. Each Lot Owner shall be responsible for creating and maintaining a wild fire "defensible space" around structures.
- j. All dwellings shall have house numbers and shall be visible from the Onsite Roadway serving the Lot either at the driveway entrance or on the house.

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- k. All electrical, telephone, cable TV and other utility lines shall be installed underground.
- l. If construction activity on any Lot should cause damage to the Onsite Roadways, the cost of repair of such roadway shall be borne solely by the Owner of said Lot.

**SECTION 5. Seeding, Planting and Weed Control:** Noxious weeds shall be destroyed on a regular basis to prevent them from reaching seed stage. Whenever a structure is constructed or ground is otherwise disturbed on any lot, the native topsoil and plants shall be stripped and stockpiled from affected areas for timely reuse on disturbed ground.

**SECTION 6. Signs:** No signs shall be placed on any Lot except nameplates and one unlighted sign, not exceeding ten (10) square feet in surface area, advertising the sale of a Lot.

**SECTION 7. Pets and Livestock:** No animals or livestock of any kind other than horses, llamas, dogs, cats, or birds shall be kept or maintained on any lot for any purpose. All animals permitted by this section shall be contained within the boundaries of their owner's Lot to prevent the running of wildlife or domestic livestock. Any animal that barks, howls, bites, roams at large or chases vehicles shall not be kept on the Lot at any time. Horses and llamas are allowed on each owner's Lot to the extent of one animal per 5 acres and then only to the extent that the Lots shall not be overgrazed. All animals and pets maintained on any lot must not create or cause a violation of any of the covenants contained herein, such as an annoyance or nuisance or disturbance to the neighborhood or the residents of any of the other Lots.

**SECTION 8. Overgrazing:** While horses are allowed and even encouraged in the development, overgrazing is of special concern to the Committee and the Association. The Committee may prohibit any grazing activity, which, in the opinion of the Committee, detracts from the overall aesthetic qualities of the development. The Committee and the Association shall have broad discretion in this area, and may require revegetation of the overgrazed area.

**SECTION 9. Lot Appearance and Garbage:** Except as provided herein, no part of any Lot shall be used as a dumping ground or used to store or place rubbish, trash, garbage, junk cars or parts thereof or other unsightly objects. Each Lot Owner shall avoid accumulation of such refuse or other material prohibited by these Covenants. All garbage cans shall either be sunk in the ground, to ground level, placed in an enclosure completely Screened from View or kept in an enclosed structure. Any garbage receptacle not kept in an enclosed structure shall be made "bear proof" in accordance with specifications promulgated by the National Park Service for Glacier National Park.

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**SECTION 10. Sewer Systems:** Only individual sewage disposal systems, designed, located and constructed in accordance with the requirements, standards and recommendations of the Montana State Department of Health and the Flathead County Environmental Health Services shall be permitted on each Lot. Prior to the initial residential construction or site preparation, the Lot Owner shall secure all permits from Flathead County and/or the State of Montana.

**SECTION 11. 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 an annoyance or nuisance to the other Lot Owners. By way of illustration, and not of limitation, the discharge of firearms, and driving motorcycles or snowmobiles on the Lots may constitute a nuisance within the meaning hereof and, at the discretion of the Association, may be expressly prohibited. Owners and their guests may, however, drive motorcycles or snowmobiles to or from their Lots.

**SECTION 12. Fences:** All perimeter fences or other fences visible from the Onsite Roadways shall be of the same materials and construction so as to be uniform throughout the development. All perimeter fencing shall be constructed in accordance with the following specifications:

**General:** Brown treated wood post with three rails; rail length approximately eight (8) feet, and top rail height approximately fifty, (50) inches. **Posts:** Eight (8) feet in length, buried to approximately 5 inches above natural grade; 6 to 6 inches in diameter. **Rails:** Milled to 5 inch finished diameter, one-half sawn, approximately eight (8) foot length.

All fencing, walls, or other barriers shall be subject to the review and approval of the AERC and shall be kept in good maintenance and repair.

**SECTION 13. Vehicles:** All vehicles shall be parked in garages, driveways, or designated parking areas and no vehicle shall be parked upon the Onsite Roadways. Each occupant shall be responsible to see that visitors and guests park on the Lots being visited. No outdoor work shall be performed except washing, polishing and minor maintenance and repairs. Trucks exceeding a capacity of one ton, and recreational vehicles such as boats, campers and camper-trailers may be kept or stored within the properties but must be Screened from View. The Association shall have the authority to promulgate rules and regulations for restricting the types and manner of use of vehicles which may be operated on roadways with the Property, including but not limited to motorcycles, motorbikes and bicycles.

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**SECTION 14. *Antennas, Poles and Other Structures:*** TV, radio, satellite dishes and other antennae are permitted, however, the location, height and size of any such antennae or device must be approved by the AERC, which may include a requirement that such antennae or other device be Screened from View. Fuel tanks must either be buried underground in compliance with all applicable State and Federal regulations or Screened from View.

**SECTION 15. *Temporary Structures:*** No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be placed upon the property or be used on any Lot at any time as a residence, either temporarily or permanently. A construction trailer may be allowed, with prior approval of the AERC, but only during the time of residential construction and must be promptly removed upon completion of construction. Owners may permit guests to park motor homes or recreational vehicles on the Owner's and reside temporarily in such vehicles for up to four weeks in any one year. The board of directors of the Association must approve any more extensive parking or residence.

**SECTION 16. *Drainage Control:*** Reasonable precautions shall be taken during construction and thereafter, to prevent erosion and drainage problems. All disturbed soil areas shall be re-vegetated within a reasonable time in such a fashion as to minimize erosion. Driveways shall be constructed so as not to interfere with drainage and shall include culverts of appropriate size to prevent obstruction of water flow. No construction or landscaping will be allowed that increases or changes the flow of water onto adjacent Lots.

**SECTION 17. *Timber:*** Timber shall not be cut or sold on or from a Lot on a commercial basis although such timber and foliage may be cut and portions of said Lot cleared for improvement to the property for residential construction, views, animal pasture, or sound forest husbandry. Any proposal for the removal of timber, other than that absolutely necessary for the construction of approved buildings or other site improvements on a Lot shall be presented to the AERC which shall have the power to disapprove or modify such proposal. No cutting of trees will be permitted by the AERC within the setback zone surrounding each Lot, except to promote the health of the native forest.

## **ARTICLE VI HOMEOWNERS ASSOCIATION**

**SECTION 1. *Membership:*** The Crystal Cove Homeowners Association, to be formed by Declarant, shall have as members the Owner of each Lot and the Owner of any Lot or Lots subdivided from the original Lots. Every person or entity who is a record owner of a fee, or undivided fee interest in any Lot which is subject by covenants or record to assessment by the Association shall be a member of the Association; excepting however, any person or entity who has sold or is selling any such Lot under a contract for deed shall not qualify as a member of the Association. Every person or entity purchasing any Lot under a contract for deed shall be a member of the Association. The business of the Association shall be conducted by the Associations' Board of Directors and its members as set forth in its' Bylaws.

The foregoing is not intended to include persons or entities who hold a beneficial interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. The Declarant shall be considered as a Lot Owner for purposes of Association membership, and shall therefore, be a member of the Association so long as the Declarant owns one or more Lots.

Members shall participate in the Association in the manner prescribed by these articles. The Association's purpose is to enforce these Covenants.

**ARTICLE VII  
EXPANSION AND WITHDRAWAL**

**SECTION 1. Addition of Other Realty:** Declarant may, and hereby reserves the right to, at any time during the existence of this Declaration, add all or a portion of any real property now or hereinafter owned by Declarant to the Property. Declarant shall give notice of such addition of real property by recordation of a document containing at least the provisions set forth in Section 2, below with the Flathead County Clerk and Recorder. The terms, Covenants, Conditions, Restrictions or Reservations of this Declaration specified in said notice shall apply to such added real property in the same manner as if it were originally subjected to this Declaration. Thereafter, to the extent that this Declaration is made applicable thereto, the rights, powers and responsibilities of Declarant and the Owners of Lots within such added real property shall be the same as in the case of the Phase I property described in **Article I**, above.

**SECTION 2. Notice of Addition of Other Realty:** The notice of addition of real property referred to in Section 1, above, shall contain at least the following provisions:

- a. A reference to this Declaration stating the date of recording and the book or books of the records of Flathead County, Montana, and the page numbers where this Declaration is recorded;
- b. A statement that the provisions of this Declaration, or some specified part thereof, shall apply to such added real property;
- c. The legal description of such added real property; and
- d. Such other or different Covenants, Conditions, Restrictions or Reservations as Declarant shall, in his sole discretion, specify to regulate and control the use, occupancy and improvements of such added real property.

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**SECTION 3. *Development of Future Phases:*** Declarant shall have the sole and exclusive discretion concerning the character of development of any real property, which may in the future be added under the provisions of this **Article** to the property.

**SECTION 4. *Applicability of these Covenants:*** Upon the recordation of any such notice of annexation, the definitions used in this Declaration will be expanded to encompass the annexed property. Such notice of annexation may add supplemental Covenants, Conditions, Restrictions or Reservations as is appropriate, in the sole discretion of Declarant, to the annexed property, or delete or modify provisions of this Declaration as it applies to the annexed property. Separate homeowners' associations may be formed to govern the affairs of such future phases as deemed appropriate by Declarant. However, this Declaration may not be modified with respect to that portion of the Property already subject to this Declaration, except as provided herein for amendment.

**SECTION 5. *Withdrawal:*** Individual lots shall not be allowed to withdraw from these covenants without the vote of 2/3rds of the lot owners and may petition withdrawal by requesting same in writing of the Board of Directors. Any successfully withdrawing lot shall be required to pay all fees, assessments and costs incurred as a result of the withdrawal and shall record a document evidencing the withdrawal with the Flathead County Clerk and Recorder.

**ARTICLE VIII  
TERM OF DECLARATION**

The provisions of this Declaration shall be binding for a term of twenty (20) years from the date of this Declaration after which time the Declaration shall automatically be extended for successive periods of ten (10) years unless there shall be recorded an instrument signed by the Owners of two-thirds of the Lots subject to these Covenants who agree to change this Declaration in whole or in part.

**ARTICLE IX  
AMENDMENTS**

This Declaration may be amended from time-to-time by recording an instrument in writing signed by the Owners of at least two-thirds of the Lots then in existence. Amendments to be effective must be recorded in the office of the Clerk and Recorder of Flathead County, Montana.

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**ARTICLE X  
ENFORCEMENT**

**SECTION 1. *Who May Enforce Covenants:*** The Declarant, the Association, the AERC or any Lot Owner shall have the right to enforce by any proceeding at law or in equity any or all of the Covenants, Conditions, Restrictions and Reservations as they may from time-to-time be amended, contained in this Declaration. The failure of the Declarant, the Association, the AERC or an Owner to enforce any covenant or restriction herein contained shall not be deemed to be a waiver of the right to do so thereafter. The Declarant shall not have the duty to take any affirmative action to enforce any restrictive covenants nor shall it be subject to any liability for its failure to so act.

**SECTION 2. *Enforcement by AERC:*** The AERC may notify any Owner violating any restrictive covenant specifying the failure and demanding that it be remedied within a period of thirty (30) days. If the Owner fails or refuses to remedy the violation, the committee, at the Lot Owner's expense, may correct the deficiencies set forth in the notice. If the Lot Owner fails to reimburse the Committee within thirty (30) days after receiving from the committee or the Association a statement of the cost incurred in correcting the deficiencies, the committee, through the Association, may assess a lien, or institute a civil action to collect such sum of money together with court costs and reasonable attorney's fees. No entry upon a Lot by the Committee or its agent for purposes of enforcing these Covenants may be deemed a civil or criminal trespass.

**SECTION 3. *Attorneys Fees and Costs:*** If any Lot Owner, the Declarant or the Committee commences legal proceedings to enforce any provisions of these Covenants, the prevailing party in such action shall be entitled to recover from the other party reasonable attorney's fees and costs of said action.

**SECTION 4. *Severability:*** Invalidation of any part of this document by judgment or court order shall in no way invalidate or affect the other provisions hereof, which shall remain in full force and effect.

**SECTION 5. *Construction and Binding Effect:*** These Covenants shall be construed pursuant to the laws of the State of Montana and shall be binding upon the heirs, successors and assigns of Declarant and all Owners. Time is of the essence in complying with these covenants. These Covenants should be broadly construed to accomplish their intended purpose to promote a high quality development in harmony with the surroundings and the natural environment.

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IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

*[Signature]*  
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David R. Engel

STATE OF CALIFORNIA )  
:SS.  
County of SAN DIEGO)

On this 5<sup>th</sup> day of March, 2003, before me, Karen W. Granzow, a Notary Public for the State of California, personally appeared David R. Engel, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the date first herein written.



*[Signature]*  
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Notary Public for the State of California  
Residing at San Diego, California  
My Commission Expires Nov 7, 2004

RETURN TO:  
Bruce A. Measure  
P.O. Box 918  
Kalispell, Montana 59903

STATE OF MONTANA COUNTY OF FLATHEAD) 58  
RECORDED IN THE RECORDS OF FLATHEAD COUNTY, STATE OF MONTANA, AT THE  
REQUEST OF Measure etal ON 4/31, 2003  
78- PAID @ 9:30 o'clock  
Paula Remson CLERK AND RECORDER BY [Signature] DEPUTY  
RETURN Measure etal DOCUMENT # 2003093 09300

*Box 918  
Kalispell mt 59903*