

## **COVENANTS AND CONDITIONS OF FOREST VIEW ADDITION**

WHEREAS, THE DECLARANTS ARE THE OWNERS OF ALL OF THE LOTS IN FOREST VIEW ADDITION SUBDIVISION, LOCATED IN THE EAST ONE-HALF OF SECTION 9, TOWNSHIP 21NORTH, RANGE 29 WEST, SANDERS COUNTY, MONTANA, AND DESIRE TO PLACE COVENANTS, CONDITIONS AND RESTRICTIONS ON SAID LOTS FOR THE USE AND BENEFIT OF THEMSELVES, AS ITS PRESENT OWNERS, AND FOR THE FUTURE OWNERS THEREOF.

NOW, THEREFORE, THE DECLARANTS DO HEREBY DECLARE THAT THE PROPERTY ABOVE-DESCRIBED SHALL BE SOLD AND CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS, COVENANTS AND CONDITIONS, ALL OF WHICH ARE FOR THE PURPOSE OF ENHANCING AND PROTECTING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE REAL PROPERTY. THESE COVENANTS, RESTRICTIONS AND CONDITIONS SHALL RUN WITH THE REAL PROPERTY, AND SHALL BE BINDING ON ALL PARTIES HAVING OR ACQUIRING ANY RIGHT, TITLE OR INTEREST IN THE DESCRIBED PROPERTIES OR ANY PART THEREOF, AND SHALL INURE TO THE BENEFIT OF EACH OWNER THEREOF. THE WORD "LOT" AS USED HEREIN, SHALL REFER TO EACH NUMBERED LOT OF FOREST VIEW ADDITION SUBDIVISION.

1. **COMPLIANCE WITH HEALTH REGULATIONS:** NO ACTIVITY ON ANY LOT SHALL BE CONDUCTED IN VIOLATION OF ANY MONTANA STATE REGULATION OR LOCAL ORDINANCE OR REGULATION WITH RESPECT TO WATER SUPPLY, SEWAGE DISPOSAL, SANITATION AND AIR POLLUTION. ALL SEWAGE DISPOSAL SYSTEMS SHALL CONFORM TO THE REQUIREMENTS SET FORTH IN THE CERTIFICATE OF SUBDIVISION PLAT APPROVAL, ISSUED BY THE STATE OF MONTANA, DEPARTMENT OF HEALTH AND ENVIRONMENTAL SCIENCES, OR AMENDMENTS OR REVISIONS THEREOF.
2. **WASTE MATERIALS:** NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING OR STORAGE AREA FOR RUBBISH, TRASH, GARBAGE, BRUSH OR OTHER WASTE. ALL TRASH, JUNK, GARBAGE AND OTHER WASTE SHALL BE KEPT IN SANITARY AND RODENT-PROOF CONTAINERS. NO AUTOMOBILES, AUTOMOBILE BODIES, MOTOR VEHICLES OR PARTS THEREOF MAY BE LEFT EXPOSED TO VIEW FROM OTHER LOTS IN AN INOPERATIVE CONDITION EXCEPT DURING A PERIOD NOT TO EXCEED TWO MONTHS, WHILE REPAIRS ARE BEING MADE OF SUCH VEHICLE.
3. **ANIMALS:** LIVESTOCK, SWINE OR POULTRY MAY NOT BE KEPT ON ANY LOT UNLESS SPECIFICLY PERMITTED BY THE CITY OF THOMPSON FALLS. ALL ANIMALS SHALL BE PROPERLY CONFINED WITHIN THE BOUNDARIES OF THE OWNER'S LOT. HOUSEHOLD DOMESTIC PETS ARE SUBJECT TO ORDINANCES AND REGULATIONS OF THE CITY OF THOMPSON FALLS. NO VICIOUS OR EXCESSIVELY BARKING DOGS, DEEMED TO BE A NUISANCE TO NEIGHBORING LOT OWNERS ARE ALLOWED TO REMAIN ON ANY LOT AT ANY TIME.
4. **OFFENSIVE ACTIVITY:** NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON OR PERMITTED UPON ANY LOT, NOR SHALL ANYTHING BE DONE WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD; NOR SHALL THE PREMISES BE USED IN ANY WAY FOR ANY PURPOSE WHICH SHALL ENDANGER THE HEALTH, SAFETY OR WELFARE OR UNREASONABLY DISTURB THE RESIDENTS OF ANY LOT. NO MATERIALS OR MECHANICAL EQUIPMENT SHALL BE USED IN A MANNER DETRIMENTAL TO THE RESIDENTIAL USE OF THE SURROUNDING TRACTS BECAUSE OF VIBRATION, NOISE, DUST, SMOKE OR ODOR. BURNING IS SUBJECT TO THE REGULATIONS OF STATE AND LOCAL AGENCIES.
5. **FIREARMS:** THE DISCHARGING OF FIREARMS OR HUNTING ON ANY LOT IS STRICTLY FORBIDDEN.

6. **HAZARDOUS MATERIALS:** NO HAZARDOUS MATERIALS MAY BE KEPT IN ANY MANNER ON ANY LOT WITHIN THE SUBDIVISION.

7. **EQUIPMENT STORAGE:** NO COMMERCIAL OR INDUSTRIAL LOGGING, CONSTRUCTION OR FARMING EQUIPMENT OR VEHICLES MAY BE KEPT ON ANY LOT LESS THAN TWO ACRES IN SIZE, UNLESS SUCH EQUIPMENT IS STORED WITHIN A GARAGE OR SHOP WHICH PRECLUDES ANY VIEW OF THE EQUIPMENT OR VEHICLES FROM ANY LOT OR ROADWAY WITHIN THE SUBDIVISION. PICK-UP TRUCKS OF ONE TON OR LESS MAY BE KEPT WITHIN THE SUBDIVISION.

B. **COMMERCIAL ACTIVITY:** NO COMMERCIAL, INDUSTRIAL OR MANUFACTURING ACTIVITY OF ANY KIND IS ALLOWED ON ANY LOT WITHIN THE SUBDIVISION, EXCEPT LOT OWNERS AND IMMEDIATE FAMILY MEMBERS WHO OCCUPY THE RESIDENCE, MAY CARRY ON PROFESSIONAL OR HOBBY AND CRAFT ACTIVITIES. THESE ACTIVITIES MUST BE CONTAINED WITHIN A BUILDING AND MAY NOT CONFLICT WITH ANY OTHER PROVISION OF THIS DOCUMENT. SUCH ACTIVITIES MUST CONFORM TO ALL THE STATE AND LOCAL REGULATIONS CURRENTLY OF RECORD AND THOSE WHICH MAY BE ESTABLISHED IN THE FUTURE.

9. **RESIDENTIAL USE:** LOTS SHALL BE USED FOR SINGLE FAMILY RESIDENTIAL PURPOSES ONLY. NO MULTIPLE-FAMILY USES ARE ALLOWED UNLESS APPROVED BY THE CITY OF THOMPSON FALLS AND ALL OTHER REGULATORY AGENCIES REQUIRED. MOTHER-IN-LAW UNITS CONTAINED WITHIN, OR ATTACHED TO SINGLE FAMILY UNITS ARE ALLOWED, BUT MUST BE FOR THE USE OF IMMEDIATE FAMILY MEMBERS, PARENTS OR GRANDPARENTS. THESE UNITS ARE NOT ALLOWED AS RENTAL UNITS. NOTE: THE CONSTRUCTION OF THESE UNITS IS SUBJECT TO THE STATE OF MONTANA AND THE CITY OF THOMPSON FALLS REGULATIONS. NO STRUCTURE SHALL BE ERRECTED, ALTERED, PLACED OR BE ALLOWED TO REMAIN ON ANY PORTION OF ANY LOT OTHER THAN A SINGLE FAMILY PRIVATE DWELLING OF NOT MORE THAN TWO STORIES AND AT LEAST TWELVE HUNDRED SQUARE FEET HAVING A GARAGE NO LARGER THAN IS CONVENIENT AND NECESSARY FOR THE STORAGE OF THREE AUTOMOBILES OR PICK-UP TRUCKS, AND SUCH OTHER BUILDINGS AS MAY BE INCIDENTAL TO RESIDENTIAL USE OF THE PROPERTY, WHICH MAY INCLUDE A STORAGE SHELTER FOR RECREATION VEHICLES.

10. **BUILDING STANDARDS:** THE FOLLOWING CONSTRUCTION STANDARDS SHALL BE FOLLOWED FOR ALL BUILDINGS PLACED ON THE PREMISES:

A. ALL CONSTRUCTION, ONCE BEGUN, SHALL BE COMPLETED AS TO EXTERIOR FINISH WITHIN EIGHTEEN MONTHS AFTER THE START OF CONSTRUCTION.

B. MODULAR AND MOBILE HOMES ARE ALLOWED ON THE LOTS PROVIDING THEY ARE NEW, NO LESS THAN TWENTY-FOUR FEET IN WIDTH ~~NO LESS THAN FIFTY-TWO FEET IN LENGTH~~ AND APPROVED FOR USE BY THE STATE OF MONTANA. ALL MOBILE HOMES MUST BE COMPLETELY SKIRTED WITH ASTHETICALLY ENHANCING MATERIALS. NOTE: NO STRUCTURE COMMONLY DESCRIBED AS A SINGLE-WIDE TRAILER OR RECREATIONAL VEHICLE IS ALLOWED AS A RESIDENTIAL UNIT. HOWEVER, THE USE OF RECREATIONAL VEHICLES IS ALLOWED FOR A PERIOD OF NINETY DAYS PER EACH CALENDAR YEAR PROVIDING SANITARY FACILITIES ARE AVAILABLE ON THE LOT. FOLLOWING THE FIRST ANNIVERSARY OF THE START OF CONSTRUCTION OF A PERMANENT RESIDENCE, RECREATION VEHICLES WILL NOT BE ALLOWED FOR USE ON THE LOT. NO TENTS OR LIKE STRUCTURES MAY BE PLACED ON ANY LOT.

C. METAL ROOFS AND SIDING SHALL ONLY BE ALLOWED IF THEY HAVE BEEN PAINTED DURING THE COURSE OF THEIR MANUFACTURE. BARE ALUMINUM, STEEL, GALVANIZED SURFACES OR OTHER METALLIC UNPAINTED-AT-THE-FACTORY SURFACES, ROOFING OR SIDING SHALL NOT BE PERMITTED.

D. NO STRUCTURES OF ANY KIND SHALL BE PLACED OR BUILT CLOSER THAN TWENTY-FIVE FEET TO ANY ADJACENT LOT LINE, NOR ANY CLOSER THAN SEVENTY-FIVE FEET TO RIGHTS OF WAY WITHIN THE SUBDIVISION. EXCEPTION IS LOTS 2, 13, 14 AND 24 HAVE A THIRTY FOOT SET-BACK REQUIREMENT FROM NORTH/SOUTH RIGHTS OF WAY. ALL OTHER SET-BACK REQUIREMENTS REMAIN THE SAME.

E. EACH RESIDENCE, ONCE CONSTRUCTED OR PLACED ON A LOT, SHALL BE KEPT IN THE SAME CONDITION AS AT THE TIME OF ITS INITIAL CONSTRUCTION, EXCEPTING NORMAL WEAR AND TEAR. IF ALL OR ANY PORTION OF A RESIDENCE IS DAMAGED OR DESTROYED BY FIRE OR OTHER CASUALTY, THE OWNER THEREOF SHALL WITH DUE DILIGENCE, REBUILD, REPAIR OR RECONSTRUCT SUCH RESIDENCE IN A MANNER WHICH WILL SUBSTANTIALLY RESTORE IT TO ITS APPEARANCE AND CONDITION IMMEDIATELY PRIOR TO THE CASUALTY. RECONSTRUCTION SHALL BE UNDERTAKEN WITHIN THREE MONTHS AFTER THE DAMAGE OCCURS AND SHALL BE COMPLETED WITHIN TWELVE MONTHS AFTER THE DAMAGE OCCURS UNLESS PREVENTED BY CAUSES BEYOND THE CONTROL OF THE OWNER. IF THE OWNER DESIRES NOT TO REBUILD UPON DESTRUCTION OR DAMAGE OF THE RESIDENCE, HE SHALL REMOVE ALL DEBRIS AND MAINTAIN THE LOT IN A PRESENTABLE AND ORDERLY MANNER UNTIL REBUILDING OCCURS. THIS SECTION OF THE DOCUMENT ALSO APPLIES TO SECONDARY STRUCTURES ON THE LOT.

**11. RESUBDIVISION:** NO LOT MAY BE RE-DIVIDED UNLESS APPROVED BY THE CITY OF THOMPSON FALLS.

**12. SIGNS:** NO SIGNS OR BILLBOARDS FOR ADVERTISING OR FOR ANY OTHER PURPOSES SHALL BE DISPLAYED ON ANY LOT OR BUILDING OR STRUCTURE UPON ANY LOT, EXCEPT A SIGN NOT EXCEEDING SIX SQUARE FEET IN AREA, ADVERTISING THE PROPERTY FOR SALE OR RENT, AND ONE SIGN NOT TO EXCEED THREE SQUARE FEET IN AREA, NAMING THE RESIDENT OF THE LOT.

**13. WATER SYSTEM:** THE WATER SYSTEM IS OWNED, OPERATED AND MAINTAINED BY THE CITY OF THOMPSON FALLS.

**14. ELECTRICAL POWER:** THE ELECTRICAL POWER SUPPLY IS OWNED, OPERATED AND MAINTAINED BY MONTANA POWER COMPANY.

**15. OTHER UTILITIES:** ALL OTHER UTILITIES ARE PRIVATELY OWNED AND OPERATED AND ARE NOT THE RESPONSIBILITY OF THE DECLARANTS.

**16. ROADWAYS:** THE ROADWAYS WITHIN THE SUBDIVISION, ONCE COMPLETED BY THE DECLARANTS, SHALL BE OWNED AND MAINTAINED BY THE CITY OF THOMPSON FALLS. COMPLETED SURFACE SHALL BE CHIP AND SEAL COATED.

**17. PARKING:** NO VEHICLES OF ANY KIND SHALL BE LEFT UNATTENDED OR PARKED ON THE ROADWAYS OF THE SUBDIVISION.

**18. ILLEGAL ACTIVITY:** NO ILLEGAL ACTIVITY IS PERMITTED ON ANY LOT WITHIN THE SUBDIVISION.

#### **TERM OF DECLARATION**

THE PROVISIONS OF THIS DECLARATION SHALL RUN WITH THE LAND AND BE BINDING FOR A TERM OF TWENTY YEARS FROM THE DATE OF THIS DECLARATION, AFTER WHICH TIME THE DECLARATION SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEAR EACH UNLESS THERE SHALL BE RECORDED AN INSTRUMENT SIGNED BY THE OWNERS OF SEVENTY-FIVE PERCENT OF THE LOTS WHO AGREE TO TERMINATE THESE COVENANTS.

#### **AMENDMENT**

THIS DECLARATION MAY BE AMENDED BY AN INSTRUMENT SIGNED BY THE OWNERS OF SEVENTY-FIVE PERCENT OF THE LOTS AFFECTED, AGREEING TO SUCH AMENDMENT.

#### ENFORCEMENT

THE DECLARANTS OR ANY OWNER SHALL HAVE THE RIGHT TO ENFORCE BY ANY PROCEEDING AT LAW OR EQUITY ALL RESTRICTIONS, CONDITIONS, COVENANTS, EASEMENTS, RESERVATIONS, LIENS AND CHARGES NOW OR HEREINAFTER IMPOSED PURSUANT TO THE PROVISIONS OF THIS DECLARATION. THE FAILURE BY THE DECLARANTS, OR ANY OWNER TO ENFORCE ANY COVENANT OR RESTRICTION HEREIN CONTAINED SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER. THE DECLARANTS SHALL HAVE NO DUTY TO TAKE ANY AFFIRMATIVE ACTION TO ENFORCE ANY RESTRICTIVE COVENANTS, NOR SHALL THEY BE SUBJECT TO ANY LIABILITY FOR THEIR FAILURE TO SO ACT.

IF ANY PERSON ENTITLED TO DO SO SHALL BRING FORMAL LEGAL ACTION TO ENFORCE ANY PROVISION OF THIS AGREEMENT, THE PREVAILING PARTY TO SUCH ACTION SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY, REASONABLE ATTORNEY'S FEES AND COSTS OF THE ACTION.

IT IS HEREBY DECLARED THAT THE SANDERS COUNTY JUSTICE COURT SHALL HAVE ORIGINAL JURISDICTION AND BE A PROPER FORUM FOR ANY ENFORCEMENT ACTION INITIATED HEREUNDER.

#### SEVERABILITY

INVALIDATION OF ANY ONE OF THESE COVENANTS OR RESTRICTIONS BY COURT ORDER, JUDGEMENT OR DECREE SHALL IN NO WAY AFFECT THE REMAINING PROVISIONS, WHICH SHALL REMAIN IF FULL FORCE AND EFFECT.

 5/3/97  
WILLIAM V. NORTON

 5/3/97  
PATRICIA J. NORTON

## **ADDENDUM TO COVENANTS OF FOREST VIEW ADDITION**

THIS AGREEMENT is an Addendum to those certain Covenants and Conditions of Forest View Addition, dated May 3, 1997, filed for record June 27, 1997 at Miscellaneous No. 4370, Sanders County records, and is made pursuant to paragraph AMENDMENT of said Covenants.

1. This Addendum modifies the aforesaid Covenants, all of the terms and conditions of which are hereby ratified, except as to those provisions which are inconsistent with the matters set forth in this Addendum.

2. The terms and provisions of the above Covenants provide that the Covenants may be amended by an instrument signed by the owners of seventy-five percent (75%) of the lots affected. There are a total of twenty-four (24) lots in Forest View Addition. The undersigned currently own Lots 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21 and 22 of Forest View Addition, which is a seventy-five percent (75%) ownership.

3. Paragraph 9 of said Covenants shall be amended to read as follows:

9. Residential Use: Lots shall be used for single family residential purposes only. No multiple-family uses are allowed unless approved by the City of Thompson Falls and all other regulatory agencies required. Mother-in-law units contained within, or attached to single family units are allowed, but must be for the use of immediate family members, parents or grandparents. These units are not allowed as rental units. Note - the construction of these units is subject to the State of Montana and the City of Thompson Falls regulations. No structure shall be erected, altered, placed or be allowed to remain on any portion of any lot other than a single family private dwelling of not more than two stories and at least 1000 square feet per floor, excluding garage and decks, having a garage no larger than is convenient and necessary for the storage of three (3) automobiles or pickup trucks, and such other buildings as may be incidental to residential use of the property, which may include a storage shelter for recreation vehicles.

3. Paragraph 10.B. of said Covenants shall be amended to read as follows:

10. Building Standards: The following construction standards shall be followed for all buildings placed on the premises:

B. Modular and mobile homes are allowed on the lots providing they are new, no less than twenty-four (24) feet in width, and approved for use by the State of Montana. All mobile homes must be completely skirted with aesthetically enhancing materials. Note - no structure commonly described as a single-wide trailer or recreational vehicle is allowed as a residential unit. However, the use of recreation

vehicles is allowed for a period of ninety (90) days per each calendar year providing sanitary facilities are available on the lot. Following the first anniversary of the start of construction of a permanent residence, recreation vehicles will not be allowed for use on the lot. No tents or like structures may be placed on any lot.

4. The terms and conditions of this Addendum shall inure to the benefit of and be binding upon the heirs, devisees, personal representatives, successors and assigns of the parties hereto.

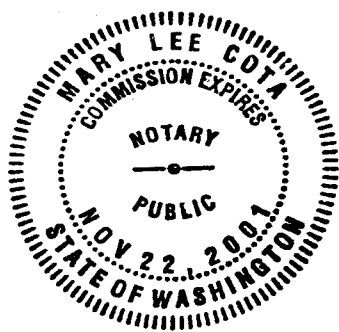
We, the undersigned, being owners of seventy-five percent (75%) of the lots in Forest View Addition, agree to the amendments of the Covenants recited herein.

|    | PRINTED NAME              | SIGNATURE          | LOT                      | DATE            |
|----|---------------------------|--------------------|--------------------------|-----------------|
| 1. | <u>William V. Norton</u>  | <u>[Signature]</u> | <u>3, 4, 6-13, 15-22</u> | <u>10/25/99</u> |
| 2. | <u>Patricia J. Norton</u> | <u>[Signature]</u> | <u>3, 4, 6-13, 15-22</u> | <u>10/25/99</u> |

STATE OF WASHINGTON )

County of King )

This instrument was acknowledged before me this 25 day of October, 1999 by WILLIAM V. NORTON and PATRICIA J. NORTON.



Mary Lee Cota  
 Notary Public State of Washington  
 Residing at: Federal Way  
 My Commission Expires: 11-22-01