

DECLARATION OF CONDITIONS,  
COVENANTS AND RESTRICTIONS

MEADOWLAND-UNIT #2

THIS DECLARATION, made this 14 day of August, 1975, by the undersigned, DARWIN HAMILTON and MARY HAMILTON, husband and wife, IVAN L. O'NEIL and MARIAN F. O'NEIL, husband and wife, and LESLIE H. KJOS and LILLIAN E. KJOS, husband and wife, all of Kalispell, Flathead County, Montana, hereinafter referred to as DECLARANTS;

W I T N E S S E T H:

WHEREAS, DECLARANTS are the owners of the real property described in Article I of this Declaration, and are desirous of subjecting said real property so described in Article I to the restrictions, covenants and conditions hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW THEREFORE, DARWIN HAMILTON and MARY HAMILTON, IVAN L. O'NEIL and MARIAN F. O'NEIL and LESLIE H. KJOS and LILLIAN E. KJOS, being the owners of all of the real property so described in Article I, hereby declare that the real property described in and referred to therein is and shall be held, transferred, sold and conveyed subject to the restrictions, covenants, conditions, and reservations hereinafter set forth:

ARTICLE I

Property Subject to this Declaration

The real property which is, and shall be, held and shall be conveyed, transferred and sold, subject to the restrictions, covenants and conditions with respect to the various portions thereof set forth in the various articles and subdivisions of this Declaration, is located in the County of Flathead, State of Montana, and is more particularly described as follows, to-wit:

Lots 3 through 46 of Meadowland-Unit #2, according to the map or plat thereof on file and of record in the Office of the County Clerk and Recorder, Flathead County, Montana.

No other property, other than that described above, shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

ARTICLE II

Purposes

The real property described in Article I hereof is subject to the covenants, restrictions, conditions and reservations hereby declared, to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding areas as will depreciate the value of their property; to preserve, so far as is practicable, the

natural beauty of said property; to guard against the erection thereon of structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations on lots; to secure and maintain proper setbacks from lot lines and adequate free spaces between structures; and in general to provide adequately for the highest type and quality of improvements in said property, and thereby to enhance the value of improvements made by purchase of lots therein, and thereby to secure to each lot owner, the full benefit and enjoyment of his property.

### ARTICLE III

#### Covenants, Conditions, Restrictions and Reservations

Section 1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes and no business, trade, industrial or commercial enterprise of any nature shall be conducted thereon. No lots shall be improved other than by the erection of one, detached, single-family dwelling, constructed of new materials and including the customary accessory buildings, but no guest house will be constructed on any lot.

No structure of a temporary nature, such as a trailer, mobile home, basement, tent, garage, or shack, shall be used as a residence either temporarily or permanently.

Buildings constructed to shelter animals allowed under Section 5 of these covenants shall be constructed of new materials, be permanent in nature and be finished in a manner complementary to the residential structure located on the lot.

Section 2. BUILDING LOCATION. No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 10 feet to any side lot line or nearer than 25 feet to any rear lot line. Corner lots shall maintain a 25 foot setback from both streets.

Section 3. DWELLING SIZE. No dwelling shall be permitted on any lot or lots which has a floor area less than the City of Kalispell, Montana, Zoning Ordinance, No. 1 Residence District floor area requirements, or as hereafter required from time to time by the highest residential zone under the Kalispell Zoning Ordinance.

Section 4. SIGNS. No sign of any kind shall be placed on any lot or lots except name plates not exceeding 1 square foot in area, containing the name and/or address of the occupants of the premises and one unlighted sign not exceeding 3 square feet in area pertaining only to the sale or lease of the property.

Section 5. LIVESTOCK AND POULTRY. No animals of any kind or type shall be raised, bred or kept on any lot, excepting that dogs and other domestic pets may be kept and raised, but not for commercial purposes.

Section 6. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 7. RESUBDIVISION OF LOTS. No lot or lots within said

plat shall be subdivided into one or more lots without the approval of the Kalispell City-County Planning Board and the Kalispell City Council if the lot or lots lies within the City, or the Board of County Commissioners if the lot or lots lies outside the city limits.

ARTICLE IV

General Provisions

Section 1. TERM. These covenants are to run with the land and shall be binding upon the owner of any lot in Meadowland - Unit #2, and on all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which said time, said covenants shall be automatically extended for successive periods of ten (10) years.


Section 2. AMENDMENT. With the exception of Sections 7 and 8 of Article III, these covenants may be amended by an instrument signed by sixty percent (60%) of the then owners of the lots, recorded with the County-Clerk and Recorder, Flathead County, Montana, agreeing to change and amend said covenants.

Section 3. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

Section 4. SEVERABILITY. Invalidation of any one of these covenants by Judgment or Court Order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the DECLARANTS hereinabove named, have hereunto set their hands and seals the day and year hereinabove first written.

  
DARWIN HAMILTON

  
MARY HAMILTON

  
IVAN L. O'NEIL

  
MARIAN F. O'NEIL

  
LESLIE H. KJOS

  
LILLIAN E. KJOS

STATE OF MONTANA

County of Flathead

ss.

On this 14 day of August, 1975, before me, the undersigned, a Notary Public for the State of Montana, personally appeared DARWIN HAMILTON and MARY HAMILTON, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Nancy J. Klein  
Notary Public for the State of Montana  
Residing at Kalispell, Montana  
My Commission expires 8-30-77

STATE OF MONTANA

County of Flathead

ss.

On this 14<sup>th</sup> day of August, 1975, before me, the undersigned, a Notary Public for the State of Montana, personally appeared IVAN L. O'NEIL and MARIAN F. O'NEIL, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

M. J. Stewart  
Notary Public for the State of Montana  
Residing at Kalispell, Montana  
My Commission expires 9-12-76

STATE OF MONTANA

County of Flathead

ss.

On this 14<sup>th</sup> day of August, 1975, before me, the undersigned, a Notary Public for the State of Montana, personally appeared LESLIE H. KJOS and LILLIAN E. KJOS, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

M. J. Stewart  
Notary Public for the State of Montana  
Residing at Kalispell, Montana  
My Commission expires 9/12/76

STATE OF MONTANA

County of Flathead

ss.

Filed for record of the request of D. K. Maguire  
this 28 day of August, 1975 at 9:45 o'clock P.M. and  
Recorded in Vol. 525 No. 107 of Flathead County, State of  
Montana, on page 525

7634  
Notary Public for the State of Montana  
Residing at Kalispell, Montana  
My Commission expires 9/12/76  
Return to D. K. Maguire

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