

135850

• who decides
• process for change
• who's involved

PROTECTIVE COVENANTS

KARP MINOR SUBDIVISION
(TRACT 1 OF THE MOLDENHAUER MINOR SUBDIVISION)

BROADWATER COUNTY, MONTANA

WHEREAS the undersigned declarants, J. Vincent Karp and Grace E. Karp, are filing a plat of certain lands situated in Broadwater County, Montana, known as Karp Minor Subdivision, Tract 1 of the Moldenhauer Minor Subdivision, with the Broadwater County, Montana Clerk and Recorder for recordation, and

WHEREAS the undersigned declarants are the owners of all the lots in said tract and desire to place the following restrictions upon said lots for the use and benefit of themselves as present owners and for the future owners of the lots, and for the benefit of the general public interest and welfare;

NOW THEREFORE these covenants and conditions are made to apply to that certain tract of land situated in NE ¼ of Section 23, T 5 N, R 1 E PMM, Broadwater County, Montana, containing 80 acres, more or less.

All persons, corporations or other entities who now or hereafter acquire any interest in and to any of the above described property, shall be taken and held to agree and covenant with the owners of the lots in said tract, and with their heirs, successors, and assigns, to conform to and observe the following restrictive covenants as to the use thereof.

The following restrictive covenants are revocable or alterable only with the consent of the Board of County Commissioners of Broadwater County, Montana.

1. Each owner of any lot by acceptance of a deed therefor, whether or not it is expressly written in such deed, shall bear equal responsibility with all other lot owners for the repair and maintenance of Karp Dune and Noxious Weed Management expenses as follows: Road

a) Roadway maintenance: The need for maintenance and repair of Karp Dune shall be determined by a majority vote of the lot owners, unless otherwise directed by a public entity of competent jurisdiction. Vote may be taken at a meeting of the lot owners called for and held at such place and time specified in the notice. The meeting shall be held at the residence of the lot owner calling the meeting, or at any other location specified in Broadwater County, Montana. Each lot owner shall be

served with a copy of the notice at least 10 days before the scheduled meeting either by personal service or certified mail to such lot owner's last known mailing address. The lot owner(s) shall have one vote for each lot owned, and shall by majority vote (1) agree on the need for repair and maintenance, (2) the scope of repair, (3) the procedure for hiring a contractor, and (4) the amount to be paid for the repair or maintenance. The lot owners agree to meet at least once a year, and further agree to maintain the road to county standards, as promulgated by the County.

what happens when you split a 20 acre lot? (what is considered a "lot")

- b) Noxious Weed Management Plan. The lot owners agree that they will seed the embankment or berm along both sides of Karp Lane along their property line with seed or grasses approved by Broadwater County Weed District. Each lot owner further agrees to mow, or otherwise maintain, the grasses along Karp Lane. Each lot owner further agrees to abate the noxious weeds on their lot, by either mowing, pulling or otherwise removing noxious weeds; or to spray their lots with an approved herbicide sufficient to abate weeds on their property.
- c) Payment. Each lot owner shall pay their prorata share of any expenses incurred pursuant to paragraph (a) above, within 30 days of presentation of a statement, bill or invoice from the provider of the service, or the lot owner who contracted for the service. In the event that any lot owner fails or refuses to pay their prorata share within said 30 day period, any other lot owner may commence an action against the non-paying lot owner to recover the balance due, together with court costs and attorney fees.
- d) Lien. The provider of the service or the contracting lot owner, described in paragraph (c) above, is entitled to a construction lien for the unpaid amounts due for costs incurred as provided in paragraph (a) above, by following the procedure outlined in Title 71, Chapter 3, Part 5, MCA, or other statutes authorizing such liens. Such lien may be foreclosed as a construction lien. The prevailing party in such action shall be entitled to recover costs and attorney fees.
- e) Waiver. Each lot owner waives the right to protest the creation of a Special Improvement District or Road Improvement District for the purpose of improving or maintaining Karp Lane.
Road
- f) Arbitration. Any disagreement or other controversy relating to this agreement shall only be settled by arbitration according to the Montana Uniform Arbitration Act (Sec. 27-5-111, et seq. MCA, as may be amended from time to time) and the rules of the American Arbitration

Association, with one arbitrator, and shall be enforceable in any court of competent jurisdiction.

2. Animals. No more than the following number of the following described animals shall be kept, boarded, maintained or otherwise possessed, per 20 acre lot:

- 12 cows, not counting calves
- 2 horses
- 6 household pets

More specific about fencing

No property owner shall be permitted to operate a commercial hog or goat farm, a commercial feed lot, or a commercial chicken farm on the property.

It is the responsibility of each tract owner to provide that any and all animals kept on their property are fenced in and/or contained within the boundaries of said property.

It is the responsibility of each owner to provide adequate fencing of their tract to "fence out" ie: restrict access to their property by livestock that may otherwise enter their tract from adjoining properties.

3. Dwelling Construction. Prefabricated or modular houses having the general style of a site-built structure may be located on the property provided the placement is permanent and on a proper foundation. Construction of any structure on the property shall be completed within two years from the date construction is commenced.

All future grantees covenant and agree that manufactured or mobile homes may not be placed on the property unless they are factory modular homes, with width of not less than 14 feet. These homes must have conventional house siding and shall not have metal or aluminum siding. These homes must be no more than 10 years old at the date of installation on this property. All exterior attachments used for moving purposes, such as tongues and hitches, shall be removed from the house within 30 days of arrival on the property.

No multi-family dwelling shall be installed or constructed without prior written permission from the original declarants/grantors or a majority of the subsequent grantees if the original declarants are no longer in possession.

Operating a vehicle wrecking yard is prohibited.

Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain any violation or to recover damages, or both. Invalidation of any one of these covenants

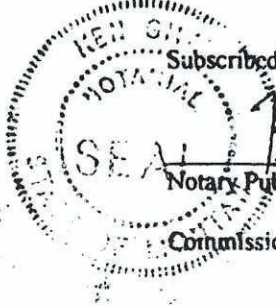
by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Date this 10th day of April, 1998.

J. Vincent Karp by Grace E. Karp
J. Vincent Karp is attorney-in-fact

Grace E. Karp
Grace E. Karp

Subscribed and sworn to before me this 6TH day of April, 1998.



Ken Gray
Notary Public for the State of Montana

Commission expires: Sept 15, 2001

STATE OF MONTANA] ss.
COUNTY OF BROADWATER

I hereby certify that the within instrument was filed in my office on the 9th day of Apr. a.d. 1998 at 32 minutes past 1 o'clock P. m. and entered on page 33 of book 44 of Micro-Records of Broadwater County, state of Montana.

Elaine Haverley
County Clerk and Recorder

Christie J. Jansons
Deputy

Fees \$ 30.00