

*Book 163 Page 345 (4 pages)*  
 RESTRICTIVE COVENANTS  
 OF  
 WEBER ESTATES  
 270899

INDEXED

WHEREAS, the undersigned, WALTER A. STEWART, GEORGE M. STEWART, THOMAS M. STEWART, JERRY D. STEVENS, and L. DARRYL OSBURN, have filed a plat of certain lands in Ravalli County, Montana known as Weber Estates with the Clerk and Recorder of said County,

WHEREAS, the undersigned are owners of all the lots in said subdivision and desire to place restrictions upon said lots for the use and benefit of themselves as present owners and for future owners thereof,

THEREFORE, this declaration of restrictions and conditions is made to apply to the following described property, to-wit:

All of Weber Estates to be filed

All persons or corporations who now or shall hereafter acquire any interest in and to the above described property shall be taken and held to agree and covenant with owners of lots in said subdivision and with heirs, successors and assigns, to conform to and observe the following covenants, restrictions, and conditions as to use thereof and as to construction of single and multi family dwellings and improvements thereon. All persons or corporations who now or shall hereafter acquire any interest in and to the above described property shall be a member of the Homeowner's Association, which Association shall be incorporated with the Secretary of State for the State of Montana, and said Association shall be properly filed and maintained pursuant to the laws of the State of Montana. Said Association shall be formed and approved prior to the sale of any lot. The Association shall be formed for the purpose of maintaining and reserving the park which will be common property, the park access road, and the common water system. The Association will be responsible for liability insurance, any applicable taxes or assessments, and the Association may set and adjust assessments to meet the changing needs against the property owners for their pro-rata share of any common expenses. Further the Association shall have the power and authority to file a lien on individual parcels for said assessments.

These covenants and restrictions are designed to provide a uniform plan for development of the whole subdivision.

1. No lot or building lot shall be used except for single and multi-family residential purposes, and no business, trade or manufacture of any sort or nature shall be conducted thereon, excepting home occupations which are hereby defined as a gainful occupation which is necessary and incidental to the primary and principal use of a dwelling as a residence, and is customarily carried on in the home. The following occupations are examples of home occupations: doctor, dentist, lawyer, or other professional person, home dress maker, millinery, cabinet maker, carpenter, and similar handicrafts, musician or artist and teaching of the same. No swine, goats, horses, or cows shall be permitted on said premises, nor shall any dogs or other pets be raised or cared for on said premises on a commercial basis. The multi-family lots shall only apply to Lots 22-29 & 52-64. All multi-family residence must be built on parcels containing a minimum of 20,000 square feet per living unit. Depending upon the actual lot size and number of living units proposed, more than one lot may be required.

Weber Estates

2. Said lot or lots shall be improved only by the erection of a single or multi-family dwelling house together with the usual out-buildings including a private garage design which shall be first approved by the Architectural Control Committee. No old buildings, whether intended for use in whole or in part as the main residential structure or for use as a garage or other outbuilding, shall be moved upon said premises.

3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any residential structure be occupied for residential purposes until completely finished.

4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

5. No building or other improvements shall be placed on the above described property until construction plans have been approved by the Architectural Control Committee. In considering such plans, the Architectural Committee shall take into account (i) the quality of workmanship and materials to be used, (ii) harmony of the external design, height and location of proposed structures with existing structures on the above described property, and (iii) compliance with this Declaration. Regarding mobile homes of any type or modular homes, the Architectural Committee shall not approve such structures to be placed on the above described property unless said Committee is satisfied that such structures are in harmony aesthetically or otherwise with existing structures on the above described property.

6. The Architectural Control Committee is composed of five (5) members, and the first five (5) members will be as follows:

1. Walter A. Stewart
2. Thomas M. Stewart
3. George M. Stewart
4. Jerry D. Stevens
5. L. Darryl Osburn

A majority of the Committee may designate a representative to act for it and in the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The members of this Committee shall remain in control for a period of ten (10) years. The Committee's approval or disapproval as required in these covenants, shall be in writing. In the event the Committee, or its designated representative fails to approve or disapprove within thirty (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.

7. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than

one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale thereof.

8. 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.

9. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the minimum requirements, standards and recommendations of Ravalli County and the Montana State Departments of Health. Prior to start of construction of any structure on a parcel, an Individual Sewage Disposal Installation Permit must be obtained from the Ravalli County Health Department. Multi-family parcels must have a minimum of 20,000 square feet per living unit and must be approved by the Ravalli County Health Department. See paragraph 1 of these covenants for multi-family lots/parcels requirements.

10. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway 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 them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree 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.

11. No lot shall be used for an easement of any kind other than those on record and file with the Ravalli County Clerk and Recorder, nor shall any lot have any roadway constructed for any purpose other than a driveway to a residence located on the property described herein.

12. No alterations or modifications of the stream bank or stream bed located in the Park, known as Snake Creek, shall be permitted without prior approval and the proper permits being issued for such alterations or modifications by the Ravalli County Soil Conservation District.

13. That the current contract for irrigation water from the Daly Ditch shall be kept in full force and effect for a period of five (5) years by the Association, at which time the Association shall have the power and authority to either continue or terminate said contract by a majority vote of said Association. The Association shall also have the power and authority to terminate said contract in the event the Daly Ditch changes from State to private ownership.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants automatically shall be extended for successive periods of ten (10) years unless changed in whole or in part as hereafter stated.

These covenants may be changed in whole or in part at any time by an instrument in writing, signed by a majority of the then owners.

These covenants and restrictions may be enforced by any lot owner or by the Association by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

113-345

Invalidation of any one of these covenants by judgment or court order shall be in no wise affect any of the other provisions which shall remain in full force and effect.

Thomas M. Stewart

George M. Stewart

L. Darryl Osburn

Jerry D. Stevens

Walter A. Stewart

STATE OF MONTANA )  
: ss.  
COUNTY OF RAVALLI )

On this 13th day of July in the year 1982, before me, Gary L. Hall, a Notary Public for the State of Montana, personally appeared Thomas M. Stewart, L. Darryl Osburn, Walter A. Stewart, George M. Stewart, and Jerry D. Stevens, 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 hereunto set my hand and affixed my Notarial Seal the day and year first above written.



Gary L. Hall  
NOTARY PUBLIC for the State of Montana  
Residing at Hamilton, Montana  
My Commission expires August 16, 1983.

State of Montana, County of Ravalli:  
Recorded Oct. 6<sup>th</sup> 1982 at 3:30 P.M. Book 163 Page 345  
Barbara E. Hughes Notary Public, By Barbara E. Hughes Deputy  
Fee \$ 1.50 Return to Philip S. Sattler  
P.O. Box 1428  
Hamilton, Mt. 59840

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272555

AMENDMENT OF RESTRICTIVE COVENANTS

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The undersigned, being owner of more than fifty percent (50%) of that certain real property described as follows:

A subdivision in Ravalli County, Montana, located in the East one-half of Section 31, Township 6 North, Range 20 West, P.M.M., and known as WEBER ESTATES, all according to the official plat thereof on file at the Ravalli County Clerk and Recorder's office

declare that Provision Thirteen (13) of those certain restrictive covenants recorded in Book 163 Deeds, page 345, records of Ravalli County, Montana, are hereby amended to read as follows:

"13. The current contract for irrigation water from the Daly Ditch is hereby terminated due to the present litigation concerning the proposed change of the said Daly Ditch from State to private ownership."

This amendment does not alter or modify any other provision of the said restrictive covenants.

DATED this 14 day of December, 1982.

George M. Stewart  
George M. Stewart  
President, Weber Estates, Inc.

ATTEST:

L. Darryl Osburn  
L. Darryl Osburn, Secretary

STATE OF MONTANA )  
COUNTY OF RAVALLI )

On this 14 day of December, 1982, before me, a Notary Public for the State of Montana, personally appeared GEORGE M. STEWART and L. DARRYL OSBURN, known to me to be the President and Secretary of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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



Clara M. Bruce  
Notary Public for the State of MT  
Residing at Ravalli MT  
My commission expires 6-1-84

State of Montana, County of Ravalli:  
Recorded Dec 14 1982 at 3:40 o'clock P. M., Book 163 Page 892  
By Clara M. Bruce Clerk & Recorder, By Steven M. Olsen Deputy  
Fee \$2.00 Return to Madison, Dwyer & Bell  
312 Broadway  
Helena MT 59601



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298166

SECOND AMENDMENT OF RESTRICTIVE COVENANTS

WHEREAS, Restrictive Covenants and Amendment to Restrictive Covenants were recorded in Book 163 Deeds, page 345; and Book 163 Deeds, page 892, which covenants pertained to real property located in Ravalli County, State of Montana, to-wit:

A subdivision in Ravalli County, Montana, located in the E $\frac{1}{2}$  of Section 31, Township 6 North, Range 20 West, P.M.M., and known as Weber Estates, all according to the official plat thereof on file at the Ravalli County Clerk and Recorder's Office.

WHEREAS, the Weber Estates Homeowners Association has adopted by-laws which provide that the Board of Directors shall have the architectural control of all improvements located on the real property above described; and,

WHEREAS the undersigned, being the owner of more than fifty (50%) percent of the real property above described desires to amend the covenants;

NOW, THEREFORE, the Restrictive Covenants referred to above are hereby amended to provide that all powers vested in the architectural control committee shall be vested in the Board of Directors of Weber Estates Homeowners Association commencing on July 13, 1992.

This Amendment does not alter or modify any other provisions of said Restrictive Covenants.

DATED this 21 day of December, 1981.

WEBER ESTATES, INC., a Montana corporation,

by George M. Stewart  
George M. Stewart, President

Attest:  
L. Darryl Osburn  
L. Darryl Osburn, Secretary

State of Montana )  
County of Ravalli ) ss.

State of Mont. County of Ravalli  
Recorded Dec 21 1981 2:50 PM  
Book 174 Page 232 Ed. H. H. H. H.

Fee \$5.00 by Ed. H. H. H. H. Dep  
Ed. H. H. H. H.  
NW 743 Chippewa Ave S  
Helena MT 59600

On this 21 day of December, 1981, before me, a Notary Public for the State of Montana, personally appeared GEORGE M. STEWART and L. DARRYL OSBURN, known to me to be the President and Secretary of the corporation therein named, and acknowledged to me that such corporation executed the same.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Ed. H. H. H. H.  
Notary Public for Montana  
Residing at: Helena MT  
My commission expires: 2/1/82

(SEAL)