

AirPark Village & RV Oasis CC&R's

AMENDED DECLARATION OF PROTECTIVE RESTRICTIONS AND COVENANTS AND ROAD MAINTENANCE AGREEMENT FOR AIRPARK VILLAGE SUBDIVISION ~ 10-01-2013

Comes now Declarants, Ronald A. Hart, and Christine H. Hart, being 65% or more of the Lot Owners of Airpark Village, Subdivision, and hereby Amend the Declaration of Protective Restrictions and Covenants and Road Maintenance Agreement for Airpark Village, a Lincoln County Subdivision, pursuant to the provisions of Section 14 thereof, which was originally adopted May 2, 2008, and recorded June 26, 2008, in Book 319, Page 980, in the records of the Clerk and Recorder of Lincoln County, Montana, to be amended to replace in its entirety the original Declaration with this Amended Declaration, to hereinafter provide as follows:

WHEREAS, the legal description of the property subject to this Agreement is attached hereto as Schedule "A" and as depicted in Schedule "B", which shall be known as Airpark Village, including AJ Estates a Lincoln County Subdivision, Eureka, Montana.

WHEREAS, Declarant is about to sell all or a portion of the lots comprising such tract of land, and desires to subject such lots to the conditions, restrictions, and covenants and road maintenance agreement hereinafter set forth, for the benefit of the entire tract, and the lots comprising the same, and for the benefit of the present and future owners of each and every one of such lots.

NOW THEREFORE, Declarant makes declares and imposes the following limitations, covenants, and restrictions and road maintenance agreement upon the property as restrictive and protective covenants, and road maintenance running with the land and binding upon all present and future owners of any part of the property, and further declare that each lot within the property is and shall be held, transferred, sold, conveyed, and occupied subject to the restrictive and protective covenants and road maintenance agreement hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. The real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to this Declaration is located in Lincoln County, Montana, and is more particularly described and depicted in Schedule "A" and Schedule "B" attached hereto and incorporated by reference.

ARTICLE II

GENERAL RESTRICTIONS AND COVENANTS

COVENANTS INTENT. The intent of the covenants and the declarant is not to cause undo hardship on the property owners, they are drafted in order to protect each other's property from nuisances, eyesores, environmental destruction and devaluation of each other's property. Every effort will be made to have the area a place for its owners to be proud and a good place to live.

SECTION 1. General Purposes. These covenants are made for the purpose of creating and keeping the premises, insofar as is possible, desirable, attractive, beneficial, and suitable in architectural design, materials, and appearance, and for guarding against any unnecessary interference with the natural beauty of the Property, all for the mutual benefit and protection of the owners of the lots within the property.

SECTION 2. Uses and Zoning. All lots within the Property shall be known and designated, as agricultural tracts or residential lots, and no use thereof shall be permitted except for agricultural, residential or recreational purposes without complying with all necessary state and county regulations for change of use. Property usage shall conform to the zoning restrictions of Lincoln County, Montana, as well as those contained herein. Industrial use is not permitted. Commercial use other than for agricultural, residential or recreational purposes shall not be permitted. Professional business conducted in a lot owner's home will be allowed, provided they cause no nuisances.

SECTION 3. Construction. All construction on or within the premises shall be diligently prosecuted to completion, and shall, in any event, be completed within twenty-four months of commencement, unless Declarant gives specific written extension. No construction materials shall at any time be placed or stored so as to impede, obstruct, or interfere with pedestrian or vehicular travel.

SECTION 4. Further Subdivision. There shall be no subdivision or change of use of the lots within the subdivision without approval of all necessary state and county regulations.

SECTION 5. Setback Requirements. No building, structure, or improvement shall be constructed closer than thirty feet from any boundary of any lot within the premises.

SECTION 6. Eureka Airport. Purchaser is aware of the fact that the property is near an operating airport. Landowners are restricted from any form of protest of legal activities or effects that result from or are associated with the normal operation of the airport.

SECTION 7. Easements. Property is subject to an easement for electric and telephone transmission lines. The easement will be placed at minimum detriment to the Property consistent with those purposes which have been reserved by Seller for the

mutual benefit of Purchaser, his successor, and all other purchasers and grantees of Seller in the real property described herein. No fences will be placed closer than 30' from any road centerline or right-of-ways to facilitate road maintenance, plowing, graveling, repairs, installations, extensions, etc. It is understood that this property is in open range, and is the owner's responsibility to fence out livestock.

SECTION 8. Mobile/Modular/Motor Homes and RV Homes. There shall be no mobile homes allowed to be placed on a lot for permanent occupancy, whether a double wide or single wide manufactured home, which is defined as a home manufactured on an axle. However, mobile homes shall be allowed one time only for no more than one consecutive 12 month period, for temporary residence purposes only, during a period of time not to exceed 12 months, only to occur while a lot owner is constructing a residence on the owner's lot, at which time such mobile home must be removed from the property at the end of the 12 month period.

Modular homes, which are those homes considered to be "stick frame" and are not constructed on an axle, even though they may be constructed off site, and such homes shall be permitted, so long as placed on a permanent foundation.

Motor homes and Camper/RV's for temporary or seasonal occupancy are permissible, so long as not in excess of one motor home or Camper/RV per lot. This does not limit temporary visitors or guests of the lot owner from parking an additional motor home or camper/RV on the lot for period not to exceed 30 days per year. It also does not limit seasonal storage of an unoccupied motor home or camper/RV owned by the lot owner from being parked on the lot.

SECTION 9. Foundations. Each permanent residence shall rest upon its own permanent foundation. The foundation or footings shall equal the outside dimension of the home. Any structure being used for residential or living purposes shall comply with this restriction.

SECTION 10. Effect and Duration of Covenants. The covenants, conditions, and restrictions of this Declaration shall run with the land and shall be binding upon each lot within the property and upon each owner of Property or Property rights therein, his successors, representatives, and assigns, and shall continue in full force and effect for a term of twenty years from the date this Amended Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years unless otherwise terminated or modified.

SECTION 11. Trash, Garbage, and Lot Maintenance/Appearance. No trash, garbage, other refuse, or junk which would be unsightly to the public or other lot owners shall be thrown, dumped, or accumulated on any land within the premises. There shall be no burning of refuse out of doors except as may be approved by both the Lincoln County Health Department and the Declarant. This shall not be construed to prohibit or deny the installation and use of wood burning stoves that are in accordance with state and county regulations. Each property owner shall provide suitable receptacles for the temporary

storage and collection of refuse, and all such receptacles shall be screened from the public view and protected from disturbance. All lots shall be kept mowed and free of weeds. All lots shall be kept tidy in appearance. Failure to comply with this section after written request will allow the Declarant to hire a 3rd party to clean the lot at the owner's expense. Repeated violations will allow the Declarant to require the lot to be fenced from view at the owner's expense.

SECTION 12. Parking. No vehicles shall at any time be placed or parked so as to impede, obstruct or interfere with pedestrian or vehicular traffic along any road or right-of-way within the premises.

SECTION 13. Vehicles. No unlicensed or inoperable motor vehicle shall be parked upon any easement or roadway or parked or stored upon any lot in public view. No equipment or commercial vehicles may be parked on a lot except for equipment used on premises for maintenance or agricultural use.

SECTION 14. Amendment. The conditions, restrictions, stipulations, agreements, and covenants contained herein shall not be waived, altered, abandoned, terminated or amended, in whole or in part, except by the written consent, duly recorded in the office of the Clerk and Recorder of Lincoln County, Montana, of the owners of sixty-five percent of the privately-owned land included within the boundaries of the property. Such consent may be given by a vote of the owners at a meeting held after not less than 30 days prior written notice of such meeting and the purpose thereof has been sent by certified mail, return receipt requested to the last known address of record of each such owner. The Declarant reserves the right to grant variances to any of the provisions of this Declaration when the same will not be injurious to the rest of the Property, provided, however, that no variance affecting roads, lot size, or other variance shall be granted by Declarant without the prior written approval of appropriate county offices.

SECTION 15. Utilities. All electrical and telephone service lines shall be placed underground to any structure within the premises, electric meters and switch cabinets are to be mounted on the exterior of the main permanent structure and shall comply with all state and local codes, with the exception of the existing overhead electric feeder line.

SECTION 16. Ingress and Egress. Rights of ingress and egress to, upon and from the premises for purposes of locating, installing, erecting, constructing, maintaining or using drains, sewers, electric lines, telephone lines, fences and other utilities are retained by the Declarant.

SECTION 17. Water and Sewage Disposal Systems. No structure within the premises shall be used for occupancy by human beings without first having complied with the laws of the State of Montana and any rules or regulation of estate administrative agencies or the county of Lincoln now or hereafter in effect in regard to water supply and sewage disposal systems. Under no circumstances shall any septic or other contaminated drainage be allowed to flow or percolate into adjacent properties.

SECTION 18. Noise Pollution. All owners will control the use of automobile, motorcycle, A.T.V.'s, radios, loud speakers, exterior speakers or any other source of noise so as not to annoy their neighbors in any way.

SECTION 19. Signs. No signs, billboard or other advertising structure of any kind shall be erected or maintained in any portion of the premises for any purpose whatsoever, except such signs as have been approved in advance by Declarant. Real Estate sales signs, not to exceed 2 feet by 4 feet, will be allowed when approved by the Declarant.

SECTION 20. Outhouses. Under no circumstances shall any outhouses be permitted to be constructed upon any lot within the premises.

SECTION 21. Nuisance. No noxious or offensive activities shall be conducted within the premises; nor shall anything be done or permitted which shall constitute a public nuisance therein.

SECTION 22. Lincoln County Regulations. Lincoln County Restrictive Covenant Regulations are made a part of these covenants.

Minimum Wildfire Prevention Measures.

A. Roofs of structures will be constructed of, or made to be, fire resistant materials and kept free of debris such as pine needs, leaves, moss, etc.

B. A 30-foot perimeter will be kept around structures in which weeds, brush, and other debris capable of rapidly transmitting fire are stored.

C. No portion of a tree or any other vegetation will extend to within 20-25 feet of the outlet of a stovepipe or chimney.

D. A minimum setback distance for any development except fencing must be maintained to a distance of at least 30 feet from any property line.

E. Lot owners will attempt to maintain a separation of 60 feet between residential structures in forested areas.

F. Residential structures will have displayed, a number indicating its address or location, that can be read by emergency vehicles from at least 100 feet. (Numbers at least 4 inches high and ½ inch wide).

Minimum Noxious Weed Control Measures

A. Existing topsoil will be stripped and stockpiled wherever soil is to be disturbed for roads, excavation, grading, etc.

B. Topsoil will be replaced on all disturbed areas. Upon completion of the grading, it will be re-fertilized and seeded with native or commercial grass.

C. Any offsite topsoil or gravel will be inspected for noxious weeds prior to delivery to the site.

SECTION 23. Enforcement. The conditions, restrictions, and covenants contained herein shall bind and inure to the benefit of, and be enforceable by Declarant, their successors, personal representatives or assigns, or by the owners of any lot or lots within the Property. Any owner of any lot may institute and prosecute any proceeding at law or in equity against Declarant or any person, firm, or corporation violating or threatening to violate any of the conditions, restrictions, or covenants contained herein. Any such action may be maintained for the purpose of preventing a violation, or to recover damages for violation, or for both such purposes. The failure of Declarant, their successors or assigns, or of any owner of any lot to enforce any of the conditions, restrictions, or covenants contained herein shall be in no way deemed a waiver of the right to enforce such conditions, restrictions, or covenants hereafter. Nothing contained herein shall be construed as preventing the application of any remedy given by law against a nuisance, public or private. The remedies herein provided shall be in addition to any other remedy now or hereafter provided by law.

SECTION 24. Liability of Declarant. Declarant shall have no liability for any of their actions or failure to act nor for any actions or failures to act nor for any owners of lots within the property. The relationship between the Declarant and the property owners shall be deemed to be that of separate entities, and not that of principal and agent, partnership, or jointed venture. In addition, Declarant shall have no liability or obligation under this Declaration to any person or entity except such liabilities and obligations as the Declarant have herein expressly assumed.

SECTION 25. Road Maintenance Agreement. All owners of lots within Airpark Village will have the right to the utilize both the access roads within the subdivision known as Mountain Peak Drive and Raven Way, and also outside the subdivision the use of that access road known as Luciano Drive, all as depicted on Exhibit "B" attached hereto and made a part hereof by this reference. Airpark Village is a part of that Easement Declaration and Agreement dated March 31, 2008 and filed of record April 3, 2008 in Book 318, Page 13 in Lincoln County Montana for the use and maintenance of those access roads depicted in Exhibit "B" and as provided in said Agreement. In addition to the rights and obligations contained in said Easement Declaration, the owners of lots within Airpark Village have rights and obligations for repair and maintenance of roads within the subdivision known as Mountain Peak Drive and Raven Way as provided herein.

A. Purpose. The purpose of this agreement is to establish a means for the repair and maintenance of the above referenced roads that will be equitably shared among the parties utilizing the roads as the owners of the lots.

B. Consideration. The consideration for this agreement are the mutual benefits to be derived by the parties, their heirs, and assigns.

C. Agreement. The owners of the lots within the subdivision shall, at their own expense, repair and maintain the above referenced roads to, at a minimum, Lincoln County Subdivision Regulation Standards in effect at the time of filing of the above referenced subdivision. The road repair and maintenance responsibility will be equally (proportionately) shared among the lot owners. A meeting may be held between the owners at specific time intervals or called when required, to discuss the specifics and responsibilities in insuring the road is kept at the above referenced standard. Dust control and air pollution measures require the application of a dust coating annually as a standing requirement to comply with legal statutes.

D. Persons Bound by Agreement. This agreement shall be binding upon the heirs, successors, and assigns of the parties to this agreement, and all current and future owners, and shall be deemed to be an obligation running with the land.

E. Termination of Road Maintenance Agreement. This road maintenance agreement shall remain in full force and effect until such time as city, county, state, or federal authorities install some other arrangement to facilitate maintenance of said road.

SECTION 26. Enforcement of Agreement. This agreement may be enforced by all remedies available under Montana Law, including the placement of a lien against the property, or properties, of an owner who does not pay their share of the repair or maintenance required per the Lincoln County Subdivision Regulation requirements or maintenance deemed necessary by the majority of the parties of this agreement that utilize the road, or for enforcement of violations of any provision herein. If legal action is taken to enforce this agreement, the successful party or parties, shall be entitled to be reimbursed for reasonable and necessary costs incurred, including attorney fees.

SECTION 27. Enforcement Procedure. Enforcement shall be by filing of liens as provided herein, and proceedings at law or in equity to enforce the liens or to require or enjoin any actions by and against any person or persons violating or attempting to violate any of the aforementioned restrictions, either to restrain violation or to recover damages, in Lincoln County Montana as place of venue under the laws of the State of Montana.

SECTION 28. Severable. Invalidation of any one of these conditions, covenants, or restrictions, by judgment, or by court order, shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

SECTION 29. Counterparts. This Agreement may be signed in Counterparts.

SECTION 30. Formation of Association. After sale of 80% of the lots by Declarant, or sooner at the election of the Declarant, the owners of the lots shall form an association to enforce these Covenants and Road Maintenance Agreement, to succeed to and have the right to enforce all obligations and rights of Declarant as provided herein, and to set annual dues and assessments. Each lot shall be entitled to one vote per lot. The Association shall thereafter hold an annual meeting on June 15 of each year, or at a special meeting by 14 days written notice to lot owners, to select a chairman and a secretary-treasurer by majority vote, whose term shall continue for a period of one year, or until their successors are elected, whichever shall first occur, and for any other business to be brought before the Association. 51% of the lot owners in attendance personally, by phone, or by proxy shall constitute a quorum to conduct a meeting. The Association may incorporate as an Owners Association, should they desire to do, and adopt Bylaws at that time to further provide rules and regulations for the operation of the Association.

SECTION 31. Once filed with the County Clerk and Recorder, none of these conditions, covenants, restrictions or agreements can be changed, modified, or removed without a majority of the lot owners consent and consent of the governing body which approved the subdivision for filing.

Approved and Executed this ___ day of _____, 2013 by DECLARANTS and Owners of AJ Estates Lots 7, 8, 9, 10, 11, 12, 13, 14,15, 16, 17, 20, 21 and AIRPARK VILLAGE Lots 3, 5, 6, 7, 8, and 9.

Ronald A. Hart

Christine H. Hart

Schedule "A"

Airpark Village is on the following described land in Lincoln County, to-wit:

That portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Section 14, Township 37 North, Range 27 West, P.M., M., Lincoln County, Montana, described as follows:

Beginning at the Southwest corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;

Thence along the West line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, also being the centerline of Airport Road, North $00^{\circ}23'27''$ East 1302.28 feet to the Northwest corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;

Thence along the North line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, South $89^{\circ}46'37''$ East 915.84 feet;

Thence South $20^{\circ}15'00''$ West 1346.94 feet;

Thence South $69^{\circ}45'00''$ East 118.90 feet to the South line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;

Thence along the South line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, North $89^{\circ}22'57''$ West 570.10 feet to the Point of Beginning.

Schedule "B"

