

200022814240

Citizen's Title  
CRCT-62159

77

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
BUFFALO STAGE PHASE III

THIS DECLARATION made this 19 <sup>4th</sup> day of June, 2000,  
by the undersigned, hereafter referred to jointly as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of tracts of real property within BUFFALO STAGE PHASE III subdivision, a plat or map of which is on file and of record in the office of the County Clerk and Recorder, Flathead County, Montana; and

WHEREAS, Declarant is desirous of subjecting said real property to the covenants, conditions and restrictions hereinafter set forth, each 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.

To the extent that any record title owners of any of the lots of Buffalo Stage Phase III have not executed these covenants at the time that these covenants are filed of record, then such lots and lot owners shall not be entitled to enforce these covenants until such time as such lot owners have filed in the records of Flathead County, Montana, written consent to the application of these covenants to such lot owners' real property. Consent may be given by execution and filing in the records of Flathead County, a document on the form of "Exhibit \_\_\_\_\_" annexed hereto, or any other form reasonably acknowledging such consent.

NOW, THEREFORE, Declarant hereby declares that the real property described in Article 1 is and shall be held, transferred, sold, and conveyed subject to the covenants, conditions and restrictions hereinafter set forth:

ARTICLE 1

PROPERTY: The real property which is and shall be held, transferred, sold and conveyed subject to the covenants, conditions, and restrictions hereinafter set forth is more particularly described as follows:

The following lots of BUFFALO STAGE PHASE III subdivision, according to the plat or map thereof on file and of record in the office of the County Clerk and Recorder, Flathead County, Montana: 76, 79, 81, 83, 84, 86, 77, 80A  
78, 87, 80B and 82

**DEFINITIONS:**

"ASSOCIATION" shall mean the BUFFALO STAGE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

"OWNER" shall mean the record owner of a fee simple title to any lot which is a part of the properties and shall include contract buyers.

"PROPERTY" shall mean the real property described in Article 1.

"COMMON AREA" shall mean all real property maintained by the Association for the common use and enjoyment of others, including but not limited to parks, conservation area, roadways, and other areas.

"LOT" shall mean any plot of land shown upon any recorded subdivision plat or map of the property with the exception of the Common Area.

**ARTICLE 2**

**PURPOSE.** The property is subject to the covenants, conditions, and restrictions hereby declared to insure the best use and most appropriate development and improvement of each building site thereof; to protect the owners of building sites and to appreciate 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 material; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon; to adequately provide for a high quality of improvements of said property and thereby enhance the values of improvements made by purchasers of building sites thereof. These covenants are in addition to the requirements of the underlying zoning which is RA-1.

**ARTICLE 3**

**LAND USE AND BUILDING TYPE.** No business, trade, industrial or commercial enterprise of any kind shall be conducted thereon. For purposes of this Declaration, a facility operated to provide assisted living to individuals residing on the premises who do not own the exclusive fee title interest in the premises shall be

considered a business, trade or commercial enterprise and shall therefore be a prohibited use of the property. No lot shall be subdivided in any manner except that the owner of one lot may acquire, own, develop, resell or for all purposes treat as one lot an individual lot together with a portion of a contiguous lot. The remaining portion cannot be developed as a remainder and must therefore be combined with the contiguous lot on either side with the result that two lots may be created from three smaller lots.

**DWELLING SITE.** No dwelling shall be permitted on any lot, the ground floor area of which is less than 1250 square feet of living area for a single-story dwelling, 900 square feet for duplexes. Multiple-story dwellings may not have less than 1400 square feet of total living area, 1200 square feet for duplexes. No dwelling shall have less than a two-car enclosed garage nor larger than a three-car enclosed garage. For the purpose of this paragraph, the basement, porch, steps and garage shall not be considered part of the living area.

**DWELLING CONSTRUCTION.** All dwellings shall be constructed on the lot and shall be permanent in nature. Only new materials may be used, except for used brick, beams, and the like if an integral part of the architecture of the building. All construction shall first be reviewed and approved pursuant to the provisions of Article 6 as set forth below. Within twelve (12) months from the date that foundation excavation work is first begun on such construction, all construction shall be completed to a state which appears to be finished when viewed from the exterior of the property.

**BUILDING LOCATION.** No building shall be located on any lot nearer than twenty-five (25) feet to the front property line, twenty (20) feet to the rear property line, or nearer than ten (10) feet to any side lot line. Buildings on corner lots shall maintain a twenty (20) foot setback from one street side property line and a twenty-five (25) foot setback from the other street side property line. Written exception to the requirements of this paragraph may be granted by the Architectural Control Committee.

**BUILDING EXCAVATION/FOUNDATIONS.** As much as possible of the excavated material created during building construction shall be used on the lot to establish proper site drainage and terrain for landscaping. The maximum exposed foundation above grade shall be eighteen (18) inches. All footings and foundations will be of poured concrete or concrete block construction.

**TEMPORARY STRUCTURES.** No trailer, basement, tent, shack, garage, barn or other such building erected or placed on any lot shall at any time be used as a residence, either temporarily or permanently.

**VEHICLES.** Mobile homes, motor homes, trailers, large trucks, unlicensed or unsightly vehicles shall not be parked or allowed to remain along roadways or on the property. Motor homes, trailers, pickups carrying campers, pickup campers not in use, boats and boat trailers shall be placed in a garage or other location where they are screened from view of the residences.

**ANIMALS.** No animals of any kind shall be raised, bred or kept on any lot, excepting that dogs, cats and other domestic animals may be kept and raised but not for commercial purposes. Permitted animals must be confined to the lot of their owner and not permitted to run at large.

**GARBAGE.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in covered, reasonably airtight containers. Such containers must be kept in a garage or other enclosed area.

**FENCES.** Owners of lots may have fences between residences and along rear and side lot lines to the rear lot line. The maximum height is five (5) feet. No fencing of any kind will be permitted on the street side of any lot from the front of the residence to the street property line.

**LANDSCAPING.** No hedge, shrubs or other plantings, or any fence shall be permitted which unreasonably obstructs the view of an owner or motor vehicle drivers. All driveways shall be paved with portland cement within one year of occupancy. Driveways will be large enough to accommodate a minimum of two vehicles. Landscaping shall be completed within one year of occupancy.

**TELEVISION, RADIO ANTENNAS AND SATELLITE DISHES.** No exterior television antennas or satellite dishes larger than 18" in diameter will be allowed. Satellite dishes will be screened from public and neighbors' view. No exterior radio antennas will be allowed on the premises, except that each premise will be allowed to install one exterior whip-type antenna not exceeding nine (9) feet in height. In any event, no mast or guy wire, or other operating material or structure shall be permitted, except base fastening mount.

**WATER SUPPLY.** No individual water supply system or systems shall be permitted on any building site. All water service must be furnished by public water connections. Individual lot owners are responsible to pay any connection charges.

**SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted. All sewage disposal shall be by connection to the Village County Sewer District sewage disposal system. Individual lot owners are responsible to pay all connection and monthly service charges to the sewer district. Individual lot owners are also responsible to pay the annual district tax assessment. Village County Sewer District has by creation of the district waived rights to protest annexation, under certain conditions, to the City of Kalispell for the entire subdivision and waived right to protest the creation of Special Improvement Districts after annexation for

the sewerage improvements, water system, roads, walkways and sewer storm drains, storm drain retention basin and street lighting. This is a covenant on the land and extends to each individual lot owner.

**COMMON AREA.** The common areas such as parks, streets, storm drain system, and street lighting shall be controlled and maintained by the Association, provided that all or any part of said areas may be dedicated or transferred to any public authority. Common areas are to support previously platted phases, this phase and all future phases as shown on the preliminary plat.

**SIGNS.** Except for the Declarant or its agent, no signs shall be placed on any lot except name plates and one unlighted sign not exceeding three (3) square feet in surface area advertising the sale or lease of the lot or improvement thereof. Newspaper tubes (free-standing at the curb) will not be allowed.

**NUISANCES.** No noxious or offensive activity shall be carried on or permitted upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood. By way of illustration and not of limitation, the discharge of firearms and driving of motorcycles or snowmobiles on the common areas shall be a nuisance within the meaning thereof.

**BURNING.** Open fires are not permitted on the property except for the normal burning of seasonal yard and garden clean-up with proper permit if required from local authorities. Outdoor barbecues are not an open fire within the meaning hereof.

#### ARTICLE 4

##### **AGRICULTURAL COVENANTS AND RESTRICTIONS.**

1. Lot owners are advised that agricultural activities are conducted in the immediate vicinity which may produce odors, noise, dust, and involve the utilization of herbicides and pesticides, which can have an effect on this property. Adjacent farms will not be liable for odors, noise, herbicide and pesticide sprays that are necessary in good agricultural operations, providing such sprays are applied in conformance with approved standards by licensed applicators. Adjacent farms will not be liable for adverse ground water conditions caused by agricultural practices, including normal irrigation.

2. Any authorized representative of any governmental agency shall have the right at any reasonable time to inspect the grounds and gardens of any lots of disease-harboring plants, shrubs, or trees, and if found, to require disposal of same by the owner.

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3. Each lot owner shall control or eliminate to the extent reasonably possible any noxious weeds as designated by state and federal law that may be growing upon their property.

## ARTICLE 5

**ASSOCIATION.** Buffalo Stage Homeowners Association, Inc. is a Montana non-profit corporation formed as the homeowners association for all existing and future phases of the contiguous Buffalo Stage Subdivisions in Flathead County. The Association has as members, the owners of each lot in each of such Buffalo Stage subdivisions, including Phase III. Membership shall be appurtenant to and shall not be separated from ownership of any lot. Members shall participate in the manner prescribed by the Articles and By-Laws of the Association, and resolutions of the Association's Board of Directors. The Association's purpose is to control, maintain, and improve the common area and provide services and facilities to the owners as it may determine.

**PROPERTY RIGHTS.** Every owner shall have a right and easement of enjoyment in and to the common area, which shall be appurtenant to and shall pass along with title to every lot, subject to the following:

1. The right of the Association to charge reasonable admission and other fees for the use, care, maintenance, and improvement of the common area and the furnishing or providing other services to the property.

2. The right of the Association to suspend the use or enjoyment of the common area or facilities and services provided directly or indirectly by it for any period during which any fee or assessment against an owner's lot remains unpaid, or for the continued violation of the Articles and By-Laws of the Association or the resolutions of the Association's Board of Directors.

3. The right of the Association to dedicate or transfer all or part of the common area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to.

4. Any owner may delegate his right of enjoyment to the common area to members of his family, or contract purchasers who reside on the owner's lot.

## ARTICLE 6

**ARCHITECTURAL CONTROL.** No building, fence, wall, or other structure shall be commenced, erected or maintained upon the property, nor shall any addition to or change or alteration therein be made until plans and specifications showing the nature, kind, shape, height, materials and location of the same shall

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have been submitted to and approved in writing by the Architectural Control Committee of the Buffalo Stage Homeowners Association as to harmony of external design and location in relation to surrounding structures and topography and native vegetation. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. Minimum plans for review will consist of Site Plan with proposed grading, Floor Plans, Exterior Elevations identifying all finish materials. Non-compliance with the approval of the Architectural Control Committee will not be allowed and the Committee may take any legal action necessary to assure compliance with the approval conditions.

## ARTICLE 7

**TERM.** The covenants and restrictions of this Declaration shall run with and bind the property for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended at any time by an instrument signed by the owners of not less than 75% of the lots of all of the contiguous Buffalo Stage Subdivisions in Flathead County, Montana.

**ENFORCEMENT.** The Association, the Architectural Control Committee, or any owner of any of the lots in Buffalo Stage Phase III shall have the right to enforce by any proceeding at law or in equity all covenants, conditions and restrictions now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Architectural Control Committee, or by any owner to enforce any covenant or restriction herein contained shall in no event be a waiver of the right to do so thereafter.

**SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the remaining provisions, which shall remain in full force and effect.

**ANNEXATION.** Additional property may be annexed to the property subject to these covenants upon approval of the owners of fifty percent (50%) of the lots then subject to these covenants.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first written above.

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Dated: 7-1-00

Dated: 7-1-00

Dated: 7-5-00

Dated: 7-6-00

Dated: 7-6-2000

Dated: 7-12-00

Dated: 7-12-00

Dated: \_\_\_\_\_

Owner of Lot Number: Lot 76

Shanna M Hubbard  
Owner of Lot Number: 76

Donald E Wagner  
Owner of Lot Number: 79

B Jane Sell  
Owner of Lot Number: 81

Carol Ann Sellison  
Owner of Lot Number: 81

De Ann Johnson  
Owner of Lot Number: 83

Patricia Thomas  
Owner of Lot Number: 83

Owner of Lot Number: \_\_\_\_\_

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Dated: 6-30-00

Dated: 6-21-00

Dated: 6-21-00

Dated: 6-20-00

Dated: 6-20-00

Dated: 6-26-00

Dated: 6-30-00

Dated: 6-19-00

Dated: 6-19-00

Dated: 6-28-00

Dated: 6-28-00

Dated: 6-19-00

Dated: 6-29-00

Dated: 6-29-00

Carol S. Lechner  
Owner of Lot Number: 84

Ted G. Lechner  
Owner of Lot Number: 87

Jill M. Haukstrom  
Owner of Lot Number: 86

Mark Haukstrom  
Owner of Lot Number: 86

Daniel Hanson  
Owner of Lot Number: 77

Scott J. Hanson  
Owner of Lot Number: 77

James B. Wealthy  
Owner of Lot Number: 80

Jeanne W. Reinfrank  
Owner of Lot Number: 75

Norman Coffey  
Owner of Lot Number: 78

Patricia Van Tineer  
Owner of Lot Number: 87

Patricia Van Tineer  
Owner of Lot Number: 87

Lillian G. Lester  
Owner of Lot Number: 80B

Rob Omstadel  
Owner of Lot Number: 82

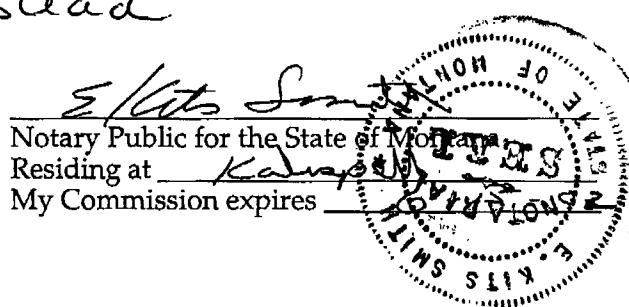
Lyn Marie Omstadel  
Owner of Lot Number: 82

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STATE OF MONTANA )  
County of Flathead )  
ss.

This instrument was acknowledged before me on 7-12, 2000 by:

Jim Hubbard & Shauna M. Hubbard  
Donald E. Wagner  
R. Gene Ellison & Carol Ann Ellison  
Debra Thomas & Patrick Thomas  
Fred J. Lechner & Carol S. Lechner  
Leif K. Hallstrom & Jill M. Hallstrom  
Diana L. Harrison & Scott A. Harrison  
James B. Weakley  
Jeanne W. Renfrow  
Doran C. Renfrow  
Patrick Van Eimeren & Patricia Van Eimeren  
Silvia C. Fenster  
Rob Olmstead  
Syra Marie Olmstead



Return to:  
Citizen's Title and Escrow  
P.O. Box 1310  
Kalispell, MT 59903

STATE OF MONTANA,  
County of Flathead  
ss

Recorded at the request of CTE  
this 15 day of Aug, 2000 at 2:24 o'clock PM and recorded in  
the records of Flathead County, State of Montana.

Fee \$ 60- Pd. Susan St. Hascible  
(Flathead County Clerk and Recorder)

RECEPTION NO. 2000228 14240

RETURN TO Char Kerrey  
(Deputy)

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
BUFFALO STAGE PHASE IV

01/30/99  
THIS DECLARATION made this 21st day of October, 1999,  
by the undersigned, Buffalo Chip Partnership, of Kalispell, Montana, hereafter  
referred to as "Declarant";

WITNESSETH:

WHEREAS, Buffalo Chip Partnership is the owner of the tract of real property  
to be known as BUFFALO STAGE PHASE IV subdivision, a plat or map whereof  
will be on file and of record in the office of the County Clerk and Recorder, Flathead  
County, Montana; and

WHEREAS, the Declarant is desirous of subjecting said real property to the  
covenants, conditions and restrictions hereinafter set forth, each 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, Declarant hereby declares that the real property  
described in Article 1 is and shall be held, transferred, sold, and conveyed subject to  
the covenants, conditions and restrictions hereinafter set forth:

**ARTICLE 1**

**PROPERTY:** The real property which is and shall be held, transferred, sold  
and conveyed subject to the covenants, conditions, and restrictions hereinafter set  
forth is more particularly described as follows:

BUFFALO STAGE PHASE IV subdivision, according to the plat or map  
thereof on file and of record in the office of the County Clerk and Recorder,  
Flathead County, Montana.

**DEFINITIONS:**

"ASSOCIATION" shall mean the BUFFALO STAGE HOMEOWNERS  
ASSOCIATION, INC., its successors and assigns.

"OWNER" shall mean the record owner of a fee simple title to any lot which  
is a part of the properties and shall include contract buyers.