

**AMENDED**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amended Declaration is made the 2nd day of May, 1997, by BUD KING CONSTRUCTION CO., a Montana corporation of Frenchtown, Montana, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain real property in Missoula, Missoula County, Montana, which is more particularly described as Lots 1 through 8, King Ranch, Phase I and all of King Ranch, Phases II and III; and

WHEREAS, Declarant has previously declared that all of these properties are to be held, sold and conveyed subject to certain easements, restrictions, covenants and conditions which are recorded in Book 475 of Micro, beginning at Page 0555 of the Records maintained by Missoula County, State of Montana; and

WHEREAS, Declarant desires to amend said covenants;

NOW, THEREFORE, Declarant hereby declares that the following terms and conditions of the Amended Declaration of Covenants, Conditions and Restrictions dated May 15, 1996, which are recorded in Book 475, beginning at Page 0555 are amended as follows:

A. ARTICLE IV, Section 1 is amended to read as follows:

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) A charge upon the sale of the Lot by Declarant;

- (b) Annual assessments or charges for use of the water system located within the phase in which the Lot is located;
- (c) Annual assessments or charges for the maintenance of any roadways, including snow removal, cleaning, repairs and replacement of the roadways located within the phase in which the Lot is located;
- (d) Annual assessments or charges for the maintenance, repair and replacement of the storm drainage sumps located within the phase in which the Lot is located; and
- (e) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The original charge upon the sale of each Lot by Declarant shall be in the amount of Three Hundred Dollars (\$300.00). One Hundred Dollars (\$100.00) shall be deposited in a reserve account for the replacement of the water system. Two Hundred Dollars (\$200.00) shall be deposited in a separate reserve account to be used exclusively for the purpose of enforcing the Architectural Control Standards and Guidelines, such incurring as attorney fees, architectural fees, etc. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

B. ARTICLE V, Paragraph 2 is amended to read as follows:

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made unless the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to

harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event that such plans and specifications are consistent with the Architectural Control Design Standards and Guidelines and do not violate other standards set forth in these restrictive covenants, and the Board, or its designated 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.

C. ARTICLE VI, Paragraphs 2, 3, and 13 are amended to read as follows:

2. Buildings. No Lot shall have more than one (1) dwelling house located upon it, and no Lot shall be divided. No building shall be erected, altered, placed upon, or permitted to remain on any Lot other than one (1) single family dwelling placed on a permanent foundation, plus one (1) private attached garage. It is the intention and purpose of this provision to assure that all dwelling houses shall be of a quality of workmanship and materials substantially similar or better than that which can be produced as of the date of these covenants for the minimum permitted dwelling size. The dwelling house shall have a minimum of the following, unless otherwise approved by the Architecture Control Committee:

- a) One Thousand Four Hundred (1400) sq. ft. on the ground floor of a one-story residence;
- b) One Thousand Seventeen Hundred (1700) sq. ft. of above ground living area on all multi-level residences.

NOTE: For purposes of clarification, the term " multi-level residences" shall include two-story split foyer, split entry and bi-level residences.

Such area shall include the walls of the house, but shall be exclusive of the basement and exclusive of open porches or attached garages. All structures shall be of new

construction site built. No pre-fabricated, modular, mobile home or trailer shall be placed on any Lot.

All construction will be in conformity with the uniform building codes. The same shall further comply with all federal, state and county requirements including, but not limited to, the laws of the State of Montana, and the regulations of the Montana State Board of Health pertaining to the installation and maintenance of septic sewer systems and related facilities, and all such laws and regulations must be complied with in every respect concerning any construction upon said premises.

No garage, basement or other appurtenance upon said premises shall be used as a principal dwelling. The exterior portion of any improvement constructed upon said premises must be completed within one (1) year from issuance of building permit. Homesites shall be properly addressed when built, with address numbers being a minimum of 4" in height.

3. Trailers. No trailer, trailer house, mobile home, truck (other than a pickup) camping trailer or boat/boat trailer or any inoperative or unsightly vehicle shall be parked and permitted to remain on the Properties, unless properly screened from view.

13. Off-Street Parking. The architectural control committee shall require that the Owner in connection with any construction of improvements on the real property building a paved driveway sufficient for two (2) off-street parking spaces for each Lot. The owner will have two (2) years after the construction of improvements to pave, block, or concrete all off street parking including driveways on the particular lot.

D. A new Paragraph 17 is added to ARTICLE IV, <sup>SHOULD BE ARTICLE VI</sup> to read as follows:

17. Easement. In the event that the Homeowners' Association acquires any easements for ingress or egress to the Clark Fork River, or other locations, the Homeowners'

