

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
HALL'S ADDITION NO. 82

THIS DECLARATION made this 30th day of June, 1977, by Kenneth E. Hall and Doris J. Hall, husband and wife, of Kalispell, Montana, hereinafter referred to as Declarant.

WHEREAS, the Declarant is the owner of Lots #1 through #5 of Hall's Addition No. 82, and desires to place covenants, conditions, and restrictions upon said lots for the use and benefit of himself as present owner, and for the future owners thereof;

NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the said real property located in Hall's Addition No. 82. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I: PROTECTIVE COVENANTS

The following protective covenants are designed to provide a uniform plan for the development of Lots #1 through #5 of Hall's Addition No. 82 and shall constitute covenants running with the land for each aforementioned lot within the said Hall's Addition No. 82.

Section 1. LAND USE

The following uses shall be permitted upon Hall's Addition No. 82:

- a. Upon Lots Nos. 3, 4, and 5 any use permitted in the No. 1, No. 2 and No. 3 Residence Districts with the exception of hotels and small shops (service and repair)

- b. As to Lots Nos. 1 and 2 of Hall's Addition No. 82, it shall have the right to use the property in the same manner as in R5 Residence District, with the following specific permitted uses:
1. Any use permitted in the Nos. 1, 2, and 3 Residence Districts with the exception of hotels and small shops (service and repair)
 2. Offices
 3. Parking Lots
 4. Photo Galleries
 5. Printing Shops
 6. Studios
 7. Florist, but with the exception that no greenhouses be permitted.
 8. Recreation facilities
 9. Any business similar to or connected with any of the uses above particularly specified.

Section 2.

WATER AND SEWAGE

No individual water or sewage systems shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and regulations of the Montana State Department of Health, and of the City Engineer for the City of Kalispell.

Section 3.

COMMERCIAL DESIGNATION

Lots 1 and 2 of Hall's Addition No. 82 are designated for Commercial use. In the event that said property is utilized for residential purposes declarant shall be responsible for dedicating park land therefrom, or, in the alternative, for paying to the City cash in lieu of park land dedication, all as is required in the Montana Subdivision Laws.

Section 4.

PARTIES AND AMENDMENT

It is expressly agreed and understood that the City of Kalispell is and shall remain a party to these Covenants. This Declaration shall not be amended or supplemented without first obtaining the approval of the City of Kalispell, who shall be party to any such Amendment or Supplement.

READ AND APPROVED this 25 day of July, 1977.

Kenneth E. Hall
KENNETH E. HALL

Doris J. Hall
DORIS J. HALL

DECLARANTS

THE CITY OF KALISPELL

By Norma Hagg
Mayor Norma Hagg

ATTESTED TO:

By George D. Dandee
City Clerk



STATE OF MONTANA,
County of Flathead

SS

INDEXED	—
COPIED	—
COMPARED	—

Filed for record at the request of this 29th day of July, 1977 at 4:36 o'clock P M and recorded in VOL 621
PAGE 774 Records of Flathead County, State of Montana.

Fee \$ 6.00

RECEPTION NO. 10486

RETURN TO Moore & Lympus

Elizabeth L. Smith
Flathead County Clerk and Recorder

Iris D. Windman
Deputy

WESTVIEW BUSINESS CENTER
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENT

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT is made this 27 day of April, 2005, by RON BARNES, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of that certain real property situated in Flathead County, Montana described on that plat entitled "Westview Business Center," a copy of which is attached hereto as Exhibit A, which real property is more specifically described as follows:

Westview Business Center, being a resubdivision of Lot 5, Hall Addition No. 82, located in the Southwest Quarter of the Southwest Quarter of Section 6, Township 28 North, Range 21 West, P.M.M., City of Kalispell, Flathead County, Montana.

WHEREAS, Declarant will convey the real property described herein consisting of five (5) lots subject to the Covenants, Conditions, Restrictions and Easement as hereinafter set forth.

1. All real property described hereinabove shall be acquired, held, and transferred subject to these Covenants, Conditions, Restrictions and Easement. Accordingly, these Covenants, Conditions, Restrictions and Easement shall attach to and run with the land. Every person who by deed, contract, lease, or any other manner acquires any real property interest in any of said lots (each an "Owner") shall be deemed to have accepted such deed, contract, lease, or interest subject to all of the Covenants, Conditions, Restrictions and Easement herein stated. Each Owner's respective heirs, executors, assigns, or other successors in interest shall be bound by them to the same extent as the original purchaser or grantee.
2. These Covenants, Conditions, Restrictions and Easement shall be enforceable at law and in equity by any Owner, purchaser, or other occupant of said lots against any person who shall violate or attempt to or threaten to violate them.
3. These Covenants, Conditions, Restrictions and Easement shall be fully and sufficiently described and incorporated in any instrument of conveyance by reference to the same as "Covenants, Conditions, Restrictions and Easement for Westview Business Center."
4. Amendments to this Declaration of Covenants, Conditions, Restrictions and Easement for Westview Business Center may be made upon approval of all the Owners of all the lots in the Westview Business Center development.
5. All Owners shall comply with all requirements and restrictions relating to landscaping, maintenance, and upkeep of landscaping of the Westview Business Center.
6. No farm animal or fowl of any kind shall be kept, quartered, or maintained in or on the Westview Business Center at any time.
7. No lot within the Westview Business Center shall be used for any form of adult entertainment, bars, gambling, casinos, or related activities.
8. All structures on any lots shall have a concrete foundation and their exteriors shall be well maintained. No temporary structures may be erected at any time on any lots. Structures constructed on Lot 1 shall have a cumulative total of seventy-five (75) linear feet facing Meridian Road.
9. No trash, garbage, ashes, refuse, ruins, or other remains of any kind (including disabled vehicles or unlicensed vehicles) shall be thrown, dumped, placed, burned, disposed of, or permitted to remain on any lot, vacant or otherwise. The Owners, and all other person or persons in control or possession of any lot shall, irrespective of fault, be responsible for the prompt removal therefrom of all trash, garbage, ashes, refuse, ruins, and other remains. All trash, garbage, ashes, and other refuse shall be kept in containers which shall be kept hidden from street view.
10. No sewage disposal system of any kind shall be permitted in Westview Business Center unless the sewage disposal system is designed, located, constructed, and maintained in accordance with the requirements and standards of the Montana State Department of Environmental Quality, the regulations of Flathead County, Montana, and all other applicable rules, regulations and codes.
11. No noxious or offensive activity shall be carried on within Westview Business Center, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance.
12. Hunting and/or the discharge or other use of firearms is prohibited within Westview Business Center.

0322664 0500352-0500355

13. Lot 1 of the Westview Business Center, as described herein, is and shall be subject to a perpetual easement for the benefit of Lots 3, 4, and 5 of the Westview Business Center for the erection and maintenance of a Monument, all as further set forth in Section 14 hereof. Said easement shall allow the Owners of Lots 3, 4 and 5 (or their agents) reasonable rights of access over and across Lot 1 for purposes of installing, maintaining, repairing and modifying signage pertinent to the business conducted on Lots 3, 4 and 5 as more fully set forth in Section 14 hereof.

Location on the Monument of each Lot Owner's respective display area shall be determined on a first-come, first-served basis as determined by the date title to a lot is conveyed from the Declarant to the new lot owner(s). Notwithstanding the foregoing, the Owner of Lot 1 shall be entitled to the top portion of the display area in accordance with Section 14. Location of any Lot Owner's display area shall be the same on both sides of the Monument. "Lot Owner" as used herein for signage purposes means the Owners of Lots 1, 3, 4, and 5, including their lessees.

14. The Owner of Lot 1 of the Westview Business Center shall be responsible for the administration of the Monument sign located on Lot 1 to be constructed by Declarant ("Monument"). If there is more than one record owner of Lot 1 (i.e.: owned as tenants-in-common or condominium unit owners) such owners of Lot 1 shall determine among themselves which owner of Lot 1 shall serve as the point of contact for administering the Monument. The Monument shall be a double-sided display, each side containing a total display area allocated to Lot Owners measuring 9 feet tall by 7 feet 8 inches wide. Display area on each side of the Monument is allocated as follows:

- a. The Owner of Lot 1 shall be entitled to use two (2) display areas measuring 1 foot 6 inches high by 7 feet 8 inches wide on the portion of each side of the display area located immediately below the space used as a display area for the Westview Business Center itself.
- b. Each Owner of Lot 3, Lot 4, and Lot 5 shall be entitled to use two (2) adjacent display areas with each with dimensions of 1 foot high by 7 feet 8 inches wide on each side of the display area below the space allocated for the Owner of Lot 1.
- c. All Owners of Lots 1, 3, 4, and 5 shall contribute to the maintenance of the Monument on a pro-rata basis, based on the total area allotted to each Lot Owner. Each Lot Owner shall be solely responsible for the maintenance of its individual sign on the Monument at its sole cost, and such sign maintenance is excluded from the administration set forth in this Section 15. The Owner of Lot 1 shall notify all other Lot Owners of all maintenance for the common areas and structures of the Monument, including the estimated schedule and cost. For such maintenance costing less than \$500.00 per instance, and all such instances totaling less than \$1,200.00 in a calendar year ("Minor Maintenance"), the Owner of Lot 1 shall have authority on behalf of all Lot Owners to schedule and enter into binding agreements for Minor Maintenance without the consent or approval of any of the other Lot Owners. The Owner of Lot 1 shall provide the other Lot Owners at least ten (10) days advance notice of any instance of Minor Maintenance. Upon the later of ten (10) days after receipt of a Notice for Minor Maintenance or completion of an instance of Minor Maintenance, the other Lot Owners shall deposit with the Owner of Lot 1 their proportionate share of the cost of such Minor Maintenance. For maintenance estimated to cost more than \$500.00, or when an instance of maintenance is reasonably projected to make the total cost of maintenance in a calendar year exceed \$1,200.00 (each instance being "Major Maintenance") a majority of the Lot Owners must approve such maintenance in writing before Major Maintenance is performed or any binding contracts are entered into to perform such Major Maintenance. Absent this approval, any Lot Owner or group of Lot Owners shall have the right to perform such maintenance at such Lot Owner's(s') sole cost and expense so long as such maintenance does not diminish the display area of dissenting or non-voting Lot Owners. Within thirty (30) days after such approval, all Lot Owners, including dissenting Lot Owners, shall deposit into a separate trust account designated by the Owner of Lot 1 fifty percent (50%) of each Lot Owner's estimated proportionate share of such instance of Major Maintenance. After completion of an instance of Major Maintenance, the Owner of Lot 1 shall notify in writing all the other Lot Owners of the amount of their share. Each of the Lot Owners shall deposit this amount into the trust account within thirty (30) days after receipt of such completion notice. The Owner of Lot 1 shall pay Monument maintenance providers all amounts due for maintenance in accordance with any properly authorized agreement for such maintenance, but not later than thirty (30) days after completion of such maintenance.
- d. The Owner of Lot 2 shall have no right to any display area on the Monument, nor shall the easement for such Monument benefit Lot 2. The Owner of Lot 2 may erect a sign on Lot 2 that is no higher than ten (10) feet as measured from the ground to the tallest point on the sign, including the display area, support structures and all other parts of such sign.
- e. Terms, conditions, restrictions, allotments, and any other matters relating to signage, other than those relating to the Monument and the restriction placed on the sign on Lot 2 pursuant to Section 15(d), shall be the responsibility of the Owner of the lot on which a sign is to be placed. All such signage shall comply with applicable rules, laws and regulations.

200513714060

- f. Notices to Owners under this Section 14 shall be sent to the address of the building(s) on the lot in the Westview Business Center owned by the Lot Owner. If more than one building is constructed, notices shall be provided to all buildings on the lot.
- g. The owner of Lot 1 shall maintain a separate account for all money required to be deposited under this Section 14. The Owner of Lot 1 shall hold these funds in trust for the benefit of all other Owners for the purposes set forth in this Section 14 only. The Owner of Lot 1 shall not co-mingle any other funds with this account.
- h. Notwithstanding anything herein to the contrary, in no event shall Declarant be responsible for any costs associated with the Monument other than its initial construction without signs.
15. All lots are for commercial use only. No residential use may be made of any lot or portion thereof.
16. No noxious weeds shall be allowed to grow on any lot.
17. There is an existing road and utility easement between the lots and tracts, as appears on the plat for Westview Business Center as filed and of record in the office of the Flathead County Clerk and Recorder. All Owners shall share all costs of snow plowing and maintenance and repair expenses on the basis of twenty percent (20%) per lot until such time that responsibility for snow plowing and maintenance of the road and utility easement is assumed by a governmental entity.
18. Any Owner may prosecute a civil action against any person or persons who fail to pay the amounts specified in these Covenants, Conditions, and Restrictions for Westview Business Center above, or violate or threaten to violate any of these Covenants, Conditions, Restrictions and Easement. Such civil action may be to either enjoin, compel, or otherwise prevent the violation or attempted violation or to recover damages suffered. Any person prosecuting such an action and obtaining a judgment favorable to him shall be entitled to recover from the violator such reasonable attorney's fees, court costs, and other costs reasonably incurred as shall be awarded by judgment of the court having jurisdiction.
19. These Covenants, Conditions, Restrictions and Easement shall be binding upon all Owners of any portion of Westview Business Center for twenty (20) years from the recording hereof, at which time these Covenants, Conditions, Restrictions and Easement shall be automatically extended and renewed for successive periods of ten (10) years each, unless all persons then owning record title to three (3) of the five (5) lots in Westview Business Center agree in writing at least ninety (90) days prior to said date to amend or revoke the Covenants, Conditions, Restrictions and Easement, in whole or in part. Any such document, duly signed and acknowledged by such persons, shall be promptly filed and recorded with the Clerk and Recorder's office of Flathead County.
20. Invalidation by judgment or other court of any provision, sentence, or paragraph contained in these Covenants, Conditions, Restrictions and Easement shall in no way affect or invalidate any of the other provisions, sentences, or paragraphs of these Covenants, Conditions, Restrictions and Easement and the remaining portion shall, in such event, continue in full force and effect.

KNOW ALL MEN BY THESE PRESENTS that RON BARNES hereby certifies that he is the owner of all of the property described herein, and has caused these Covenants, Conditions, Restrictions and Easement to be promulgated for the benefit of all Owners, and their successors and assigns, of lots in the subdivision known as Westview Business Center as legally described above.

IN WITNESS WHEREOF I have set my hand and seal this 27 day of April, 2005.

Ron Barnes
Ron Barnes

DOMINION OF CANADA

Province of Alberta

I hereby certify that, on the 27 day of April, 2005, at Calgary in the province of Alberta, before me personally appeared RON BARNES and acknowledged to me that he is the person mentioned in the foregoing instrument as the maker thereof and whose name is subscribed thereto; that he knows the contents thereof and that he executed the same to be his act and deed. IN TESTIMONY WHEREOF I have hereto set my hand and seal of office at Calgary, this 27 day of Alberta, 2005.



Commissioner for Oaths in and for the
Province of Alberta
Residing at _____
My Commission expires _____
Printed Name of Notary Public _____

Page 3 of 3

DAVID M. GOTTLIEB
Barrister & Solicitor
#8 - 5602 - 4th Street N.W.
Calgary, Alberta T2K 1B2
Notary P.S.G.

STATE OF MONTANA

County of Flathead

RECORDED AT THE REQUEST OF TD & H

THIS 17 DAY OF MAY, 2005 AT 2:06 O'CLOCK AND
RECORDED IN THE RECORDS OF FLATHEAD COUNTY, STATE OF MONTANA.

FEE \$ 18 PD.

RECEPTION NO. 200513714060

RETURN TO TD & H

31 3 mile DR Ste 101 Kal. MT 59901

Paula Robins
(Flathead County Clerk and Recorder)

Kayla Kille
(Deputy Clerk)