

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF COTTAGE PINES

THIS DECLARATION is made this ____ day of _____, 2026, by Kapri Heckerman, owner of the hereinafter described property, and hereinafter referred to as “Declarant”.

RECITALS

WHEREAS, Declarant is the owner of the real property located in Kila, Montana, more particularly, Cottage Pines (the “Subdivision”), described on the recorded plat of Cottage Pines, attached hereto as “Exhibit 1” and incorporated herein by this reference, comprising (6.48) acres, more or less, made up of three (3) Lots—200 Cottage Ln., 230 Cottage Ln., and 240 Cottage Ln. (“Lot(s)”)—and is desirous of subjecting such real property to the following Covenants, Conditions, and Restrictions.

NOW, THEREFORE, the Declarant, being the Owner of all of said property, does hereby establish the following Covenants, Conditions, and Restrictions upon which and subject to which all Lots and portions of Lots within said property is and shall be held, transferred, sold, and conveyed, which Covenants, Conditions, and Restrictions shall run with the land and shall be binding upon all successors in interest of the Declarant.

COVENANTS

1. Definitions.

- 1.1 “Applicable Law” means laws in effect at the time of the activity or condition in question.
- 1.2 “Building” means any enclosed structure.
- 1.3 “Domestic Animals” means customary household pets such as dogs and cats, subject to behavioral restrictions set forth herein.
- 1.4 “Dwelling” means the primary residential structure.
- 1.5 “Equipment” means any machinery, including all parts, attachments, and accessories used or intended for use with the maintenance or occupancy of a Lot, such as tractors, skid steer loaders, excavators, or similar machinery.
- 1.6 “Garbage” shall mean all waste materials of every kind and description, whether solid, liquid, or semi-solid.
- 1.7 “Guest Facilities” means any structure or portion of a structure designed or used for temporary occupancy by guests that is accessory to the primary dwelling and not intended as a separate dwelling unit.
- 1.8 “Livestock” means, without limitation, cattle, horses, mules, donkeys, goats, sheep, swine, llamas, and any other animals commonly maintained for agricultural, commercial, or breeding purposes.
- 1.9 “Lot” or “Lots” means any numbered parcel (Lot 1 – 200 Cottage Ln., Lot 2 – 230 Cottage Ln., Lot 3 – 240 Cottage Ln.) of land shown upon the recorded plat of Cottage Pines, as recorded in the records of Flathead County, Montana, together with any lawful adjustment of boundary lines or combination of Lots.

- 1.10 "Occupant" means any person residing on a Lot.
 - 1.11 "Owner" or "Owners" shall mean the record owner, whether one or more persons or entities of fee title to a Lot, including the Declarant, but excluding those having an interest merely as a security for the performance of an obligation.
 - 1.12 "Recreational Vehicle" is a subset of Vehicles and includes ATVs, UTVs, travel trailers, and similar vehicles.
 - 1.13 "Structure" means a carport, pavilion, or similar improvement on a Lot.
 - 1.14 "Subdivision" means all Lots described in Exhibit 1. All covenants herein apply to each Lot individually unless otherwise stated.
 - 1.15 "Substantial Rights" means material use, occupancy, or ownership rights affecting the value or permitted use of a Lot.
 - 1.16 "Tenant" means any person occupying a Lot under a lease or rental agreement
 - 1.17 "Vehicles" includes all motorized transportation devices.
2. **Single Family Dwellings Only.** Said real property shall be used only for a single-family dwelling and garage. Barns or shop buildings are permitted if in accordance with specifications for construction recited herein. Guest facilities are allowed, if in compliance with zoning. Guest facilities shall be used solely for temporary and occasional occupancy by family members or guests of the Owner or primary occupants. The total number of persons residing on a Lot, including occupants of any guest facilities, shall be limited to a single housekeeping unit consistent with single-family residential use. No person(s) shall occupy any guest facilities for a period exceeding more than one hundred eighty (180) days in any calendar year. All structures shall be limited to be constructed within the building envelope set forth in Section 9 (Setback Requirements).
3. **Rentals.** No short-term rentals, vacation rentals, or other rentals for income shall be permitted for any guest facilities or recreational vehicles.
4. **Temporary Structures.** No structure of a temporary character, trailer, tent, garage, barn, or other outbuilding shall be used as a permanent residence. Provided, however, during the construction of a dwelling, the Owner may use a travel trailer for purposes of a temporary residence for no longer than one (1), eighteen (18) month period following a deeded transfer of the property from one Owner to another.
5. **Dwelling Size.** The single-family residential dwelling on each Lot must have a finished interior living space, excluding open porches, basements, and garages, of not less than seven hundred fifty (750) square feet. No portion of any building shall be more than thirty (30) feet from the ground, as measured from the average existing grade of the building site, as determined prior to any site preparation. However, variances may be granted upon approval of not less than two-thirds (2/3) of the Owners.
6. **Subdividing.** No Lot shall be further subdivided in any manner. A change in boundary lines between adjacent Owners shall not be considered subdividing. Two or more contiguous Lots may be combined to form a smaller number of Lots without the consent of the other Owners.

7. **Construction.** Each dwelling shall be fully completed externally, including siding and/or masonry, paint, roof, ground rough graded, and construction debris removed, within eighteen (18) months from the time construction of such building commences, and shall not be occupied until the time that the exterior work is completed, including the installation of necessary sanitary plumbing and electrical fixtures. Reflective metal roofs are expressly prohibited, but colored metal roofs are acceptable. Only Class A or B roofing materials, as rated by the National Fire Protection Association (NFPA), shall be allowed on all structures.
8. **Condition and Reconstruction.** Each structure, once constructed on a Lot, shall be kept in the same condition as at the time of its initial construction, except for normal wear and tear. All structures shall be preserved and of pleasant appearance by maintaining paint, stain, or sealer as needed. If any structure is damaged in any way, the Owner shall exercise due diligence to rebuild, repair, or restore the structure to its appearance and condition prior to the casualty within eighteen (18) months.
9. **Setback Requirements.** No building shall be located on any Lot closer than forty (40) feet from any road and shall not be located on any Lot closer than twenty (20) feet from any property boundary.
10. **Nuisance and Noxious or Offensive Activities.** No noxious or offensive activity, including excessive noises (such as those from sound systems, bells, whistles or other sound devices) and activities or objects that create an offensive odor, nor any other use, activity or practice shall be carried out upon any part of the real property, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to neighboring Owners and/or shall in any way interfere with the quiet enjoyment of the neighboring Owners. Any nuisance shall be determined based upon a reasonable person's standard under similar rural residential conditions. No construction, grading, or other exterior building activity shall be conducted on any Lot except between the hours of 8:00 a.m. and 8:00 p.m. on any day, except in the case of emergency repairs necessary to protect an Owner's property. As used herein, the term "nuisance" shall not include any activities of Declarant or its agent, contractors, or designees which are reasonably necessary to the development of and construction in the Subdivision.
11. **Fences.** In order to preserve the natural beauty, open character, and harmonious appearance of the Subdivision, while allowing reasonable privacy and the containment of typical domestic animals, no fence, wall, or similar enclosure (collectively, "Fence") shall be constructed, installed, or maintained upon any Lot except in compliance with the following provisions:
 - (a) **Height.** No Fence shall exceed six and one-half feet (6.5 feet) in height, measured from the finished grade on the exterior side of the Fence.
 - (b) **Use.** Fences shall be maintained in a neat, safe, and workmanlike manner and shall be used solely for customary residential purposes, including privacy screening and the containment of customary household pets or domestic animals.

(c) **Restricted Location.** No fence shall be located within any recorded utility or drainage easement.

12. **Restriction of Livestock.** To preserve the residential character, cleanliness, and aesthetic quality of the Subdivision, no livestock shall be kept, raised, bred, or maintained on any Lot.

13. **Domestic Animals.** Domestic animals shall be permitted provided they do not become a nuisance to neighboring Owners. No animals shall be kept, maintained, or permitted on any Lot which constitutes a nuisance or unreasonably disturbs neighboring Owners. No Owner shall keep or permit any animal that creates frequent, persistent, or excessive noise, including but not limited to barking, howling, crowing, braying, squawking, or other vocalizations that are audible beyond the boundaries of the Lot and that unreasonably interfere with the quiet enjoyment of neighboring Lots. Owners shall be responsible for cleaning up after their pets. Buildings for shelter or care of such pets or animals shall be in keeping with the architecture of the other buildings, kept in good repair, appearance, and sanitary condition, with maintenance of strict fly and pest control measures.

(a) Examples of Prohibited Animals:

- i. Roosters or other loud poultry
- ii. Peacocks or other loud fowl
- iii. Dogs that bark or howl excessively
- iv. Geese, guinea fowl, or similar animals known for loud vocalization

14. **Water Wells.** Each Lot shall be served by an independent, legally established water supply system, which may include an individual groundwater well or connection to an approved public or community water system, in compliance with all applicable federal, state, and local laws, rules, and regulations. No Owner shall permit any other Lot, to draw water from a well or well head located on such Owner's Lot.

15. **Sewage.** No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Montana State Department of Health and the County of Flathead, Montana.

16. **Drainage of Surface Water.** No Owner shall alter drainage in a manner that materially and adversely affects neighboring Owners.

17. **Noxious Weeds.** All Owners shall comply with the requirements of the Montana Noxious Weed Control Act, Title 7, Chapter 22, Montana Code Annotated, as amended from time to time, and any applicable rules, regulations, or directives of the Flathead County Weed Control District. Noxious weeds are declared a nuisance under Montana law, and it is unlawful to permit such weeds to propagate or go to seed. Each Owner shall take reasonable and timely action to control or eradicate all state-listed and county-listed noxious weeds on such Owner's Lot and shall prevent the spread of such weeds to adjoining properties.

18. **Garbage.** All garbage cans used in connection with any dwelling erected upon the above-mentioned premises shall be kept from view of the public. No garbage cans shall be maintained which are not of a suitable type, and which do not have cover sufficient to prevent the escape of noxious odors or contents. However, on garbage pickup days, garbage cans may be exposed to view for the convenience of the garbage collectors. All tires, drums, batteries, etc., are to be disposed of properly. No Owner, tenant, occupant, or invitee shall dump, bury, deposit, accumulate, store, burn, or permit the disposal or storage of any garbage on any Lot, whether temporarily or permanently, except that ordinary household refuse may be stored in garbage cans solely for pickup by a waste collection service for a reasonable period preceding scheduled collection.
19. **Hazardous Waste and Materials.** No Owner shall use, generate, store, dispose of, release, discharge, bury, dump or otherwise handle any hazardous, toxic, or regulated substances, materials or wastes on any Lot or within the Subdivision, except in strict compliance with all applicable federal, state and local laws, regulations, and ordinances. Without limiting the generality of the foregoing, no Owner shall permit the accumulation, disposal, or release of any substance that is defined or regulated as hazardous, toxic, or dangerous under applicable law, including but not limited to petroleum products, chemicals, solvents, flammable materials, radioactive materials, infectious wastes, or any substance that may contaminate soil, groundwater, or surface water. Notwithstanding the foregoing, customary household products and materials used and stored in reasonable quantities, for normal residential purposes may be kept on a Lot, provided that such materials are used, stored, handled, and disposed of in accordance with all applicable laws and in a safe manner so as not to create a nuisance or environmental hazard.
20. **Signs.** No advertising signs, billboards, or unsightly objects shall be erected, placed, or permitted to remain on any Lot. However, an exception is permitted for one small "For Sale" or "For Rent" sign per Lot, not to exceed nine (9) square feet.
21. **Commercial Activity.** The purpose of this section is to allow limited home-based economic activity while ensuring that the subdivision retains its intended residential character, minimizing noise, traffic, and visual impacts on neighboring properties. All professional business or commercial activity conducted on a Lot must be contained inside the dwelling, garages or outbuildings. Home office or related uses which do not result in material increases in traffic, noise, or customer visits shall not be considered commercial use.
22. **Vehicles.** Adequate provisions for off-street parking shall be made on each Lot for all vehicles normally kept or parked thereon. All vehicles shall be parked in a garage or driveway, and no vehicle shall be parked on the county roadway except on a temporary basis, not to exceed twenty-four (24) consecutive hours. No automobiles, automobile bodies or parts thereof may be left exposed to public view in an inoperative condition EXCEPT during the period the Owner is actively engaged in the overhaul or repair, not to exceed eight (8) weeks of any one year, and only one such vehicle at a given time. No abandoned, inoperable vehicles, or junk cars are to be located or stored on the Lots.

Recreational vehicles, including but not limited to UTVs, ATVs, dirt bikes, travel trailers, etc., and equipment shall be stored in a building or directly adjacent to a building or under a covered parking area. All vehicles not customarily used for daily personal transportation shall be stored or parked within a fully enclosed garage or otherwise screened from the view of neighboring Lots and public or private roadways by fencing, landscaping, or other screening materials.

23. **Maintenance.** Each Owner of a Lot on which there is a structure shall provide exterior maintenance upon said Lot and structure to include painting and repairing the structures and maintaining the lawn and grounds in an attractive manner.
24. **Timber & Vegetation.** Clearing of trees is permitted only within the footprint of an approved dwelling or other building structure, including customary construction access, driveway, utility installation, and required building setbacks, and only to the minimum extent reasonably necessary as determined in good faith by the Owner consistent with this Declaration for construction and use of such improvements. Each Owner shall, at such Owner's sole cost and expense, implement and continuously maintain selective thinning, vegetation management, and fuel reduction measures on the Lot as necessary to create and preserve defensible space and to minimize wildfire risk. Such measures shall be performed to the extent required to comply with (i) applicable laws, regulations, and codes of the State of Montana, Flathead County, and the Flathead County Fire Marshal, (ii) recognized wildfire mitigation and home preparation standards described in the NFPA Firewise USA® principles, and (iii) requirements of any insurer providing fire insurance coverage for the Lot. This restriction is intended to preserve the natural forested character of the subdivision, protect wildlife habitat, and reduce wildfire risk consistent with Montana public policy favoring fire prevention and hazard mitigation.
25. **Hunting.** Hunting is prohibited within the Subdivision.
26. **Fireworks.** Discharging fireworks is prohibited within the Subdivision.
27. **Towers, Poles, and Other Structures.** No short-wave radio towers, antennas, poles, cellular telephone towers, communication towers, or other structures shall be erected unless approved by unanimous consent of the other Owners, EXCEPT one (1) flagpole, limited to twenty-one (21) feet in height, per lot is permitted.
28. **Utilities.** All utilities installed on said premises shall be underground utilities only, EXCEPT for above ground propane tanks. Each Owner shall be responsible for the costs of providing utilities to their parcel.
29. **Easements.** Easements for installation and maintenance of utilities, drainage, ingress, and egress are hereby reserved over, under, and across each Lot to the extent reasonably necessary for the Subdivision and other Lots. Such easements shall be used in a manner that minimizes interference with the use and enjoyment of the burdened Lot.

30. **Voting.** For any provision or clause requiring a two-thirds (2/3) majority vote by Owners, each Lot shall be entitled to one (1) vote. If a Lot is owned by more than one (1) person, or entity, the vote for that Lot shall be exercised as the co-owners may determine, but in no event shall more than one vote be cast with respect to any one (1) Lot. If the co-owners of a Lot are unable to agree on how a vote shall be cast, the vote attributable to that Lot shall not be counted.
31. **Terms of Covenants.** The provisions of this Declaration shall be binding for a term of twenty (20) years from the date of this Declaration, after which time the Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than two-thirds (2/3) of Owners has been recorded, agreeing to change this Declaration in whole or in part. Alterations or additions may be made to this Declaration by not less than two-thirds (2/3) of Owners.
32. **Unilateral Amendment by Declarant.** At any time, before or after the period of Declarant control, so long as Declarant owns a Lot, Declarant may unilaterally amend this Declaration (1) if such amendment is solely to comply with applicable law or correct a technical or typographical error, (2) if such amendment does not adversely alter any substantial rights of any Owner or mortgagee, or (3) in order to meet the guidelines, underwriting requirements, or regulations of a mortgagor or insurer including, but not limited to, the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal Housing Administration (FHA), or the Veterans Administration (VA), any insurer authorized to issue or renew property or casualty insurance in the State of Montana, including insurers imposing wildfire-risk, defensible-space, access, vegetation management, or similar conditions or any similar agency. Such amendments shall not require approval of any other Owners.
33. **Effective of Provisions of Declaration.** Declarant hereby declares that all provisions, covenants, conditions, restrictions, easements, reservations, and obligations set forth in this Declaration are imposed for the direct benefit of the property and each Lot therein and are intended to and shall constitute covenants running with the land. All such provisions shall touch and concern the land and shall be binding upon and inure to the benefit of the Declarant, all present and future Owners, and their respective heirs, personal representatives, successors, and assigns. These provisions shall apply to all persons acquiring any right, title, or interest in any Lot within the Subdivision. Each conveyance, transfer, lease, assignment, or other disposition of any Lot or any interest therein, whether or not expressly referring to this Declaration, shall be deemed to incorporate this Declaration by reference, and shall be subject to and conditional upon the observance and performance of all covenants, conditions, and restrictions contained herein. By acceptance of any deed or other instrument conveying an interest in a Lot, each Owner and all persons claiming by, through, or under such Owner shall be deemed to have notice of and to have agreed to be bound by all provisions of this Declaration. It is the express intent of the Declarant that the provisions of this Declaration shall be enforceable as real covenants and equitable servitudes against all subsequent Owners of any Lot, regardless of whether such provisions are specifically set forth in any subsequent deed or conveyance.

34. **Enforcement.** The Declarant, any Owner, and every person hereinafter receiving any right, title, or interest in any Lot in said real property subject to these Covenants shall have the right to prevent or stop violation of any of the said Restrictions by injunction or other lawful procedure in law or in equity against the person or persons violating or threatening to violate these Restrictive Covenants. Any person who shall prosecute an action successfully may recover any damages resulting from any such violation of these Covenants, including reasonable attorney's fees and costs permitted by Montana Law.
35. **Non-Waiver.** Failure to enforce any provision outlined in this Declaration shall not be deemed a waiver of the right to enforce any such provision thereafter, nor shall it affect the right to enforce any other provision.
36. **Severability.** Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
37. **No Homeowner's Association.** No homeowner's association is created by this Declaration.
38. **Captions and Headings.** The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

SIGNATURES APPEAR ON FOLLOWING PAGE

ACKNOWLEDGEMENT

DATED this _____ day of _____, 2026.

Signature of Declarant:

By: Kapri Heckerman

(Declarant Signature)

STATE OF MONTANA

COUNTY OF FLATHEAD

This Declaration was acknowledged before me on the _____ day of _____, 2026, by Kapri Heckerman.

By: _____
(Notary Printed Name)

(Notary Signature)

(Affix Stamp Above)

Notary Public for the State of Montana
My Commission expires: _____