

J-7198

427808

DECLARATIONS AND COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
CHIEF CLIFF ESTATES
HOMEOWNERS ASSOCIATION INC

COOK, JUDITH
CROFTS, STEVEN

TO

PUBLIC, THE

S1/2 SECTION 13 TOWNSHIP 24N RANGE 22W

STATE OF MONTANA }
County of Lake } SS
Filed on the 26 day of August
A.D. 2008 at 12:09 P. M.
RUTH E. HODGES
County Clerk and Recorder
By: Dickie Rebe
Deputy
Fee 500

+++++

**Declarations and Covenants, Conditions and
Restrictions for Chief Cliff Estates
Homeowners Association Inc.**

+++++

This Declaration is made this 24th day of August 2002

By:
Judith Cook
2295 Twin Creeks Way
Ronan, Montana 59864

Steven Crofts
1380 Mooring Meadows
Columbia Falls, Montana

Recitals

1. It is declared that the owner of certain property located in Lake County, Montana, as hereafter described and commonly known as Chief Cliff Estates according to the map or plat which is on file and of record in the clerks office of the recorder of lake County Montana: and
2. it is also declared that that all restrictions are for the benefit of said property and for each owner thereof and which shall insure to the benefit of and pass with the property and each and every lot thereof, and shall apply to and bind the successors in interest of any owner thereof.

It is declared the real property hereafter described is and shall be held, transferred, sold and conveyed subject to the covenants, conditions and restrictions hereafter set forth.

ARTICLE I**Property**

The real property which is and shall be held, transferred, sold and conveyed subject To the covenants, conditions, and restrictions hereafter set forth is located in Lake County Montana and is more particularly described as follows to wit:

The South Half of Section Thirteen (Subject to R/W)
Township Twenty Four North Range Twenty Two West
COS 5913

ARTICLE II**Definitions**

Owner shall mean the record owner of a fee simple title to any lot which is apart of the Property and shall include contract buyers, but not contract sellers.

Property shall mean the real property described in Article I, Paragraph I above.

Lot shall mean any or all lots one hundred two (102) through sixty four hundred fourteen(414) of Chief Cliff Estate, each of 5 acres or less

Achtectual Control Committee are : shall be made up of two or more members, appointed by the board of dir who purpose is to ensure all covenants and ordinances Are adhered to by all members

ARTICLE III**Protective Covenants**

SECTION 1 Purpose of Covenants: The property is subject to the covenants conditions and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof, to protect the owners of buildings sites to appreciate the value of each property; to preserve so far as is practicable the natural beauty and rural setting of each lot. to guard against the construction of structures built of unsuitable materials, to encourage and secure the construction of attractive homes thereon and to adequately provide for high quality improvements on said property and thereby enhance the value of improvements made by purchasers of the lots.

SECTION 2 Land Use: Generally the premises shall be used for single family residential, however a guest home, utility shed small workshop or small barn is permitted in addition to the single family residence. Any small business shall be confined within the

home. And shall be of a nature as not to be a nuisance to the neighborhood. No extra traffic shall be generated by small business in the home. The owner of a tract shall have the right to park a recreational vehicle or motor home on the property up to 90 days per calendar year

SECTION 3 Construction Standards :

a. Permit and time completion: Before construction commences, the owner shall first obtain a valid building permit from the proper Lake County authority if they have jurisdiction over this area. When construction of the dwelling is it shall be completed as to exterior finish including siding and all brickwork paint, roofing, yard graded and construction debris removed with in 1 year of start of construction. The dwelling shall not be occupied until time as the above work is completed and the installation and completion of all plumbing fixtures and utilities.

b. Architecture: All buildings, including any guest home, tool shed or barn shall be in keeping with the architecture of the other buildings, kept in good repair and appearance, and maintained in a sanitary condition.

c. Size Requirements and Building Materials: total main floor area exclusive of open porches, basements, decks and garages shall not be less than 1,100 square feet. All structures shall be constructed of new materials, except used material may be used for brick or beams provided they are aesthetically suitable. No old building, whether intended for use in part of whole as the main residential structure or for use as a garage or other building shall be moved on to any home site.

d. Pre-built Homes: The single family dwelling allowed herein include Modular homes and double wide manufactured homes as long as they meet the 1,100 square feet of floor area requirement and are placed on a permanent perimeter foundation. All exterior finish on such homes must have natural earth color of wood, amazonite siding, or vinyl siding and a pitched roof of a minimum of 4/12 as to fit into the surrounding environment.

e. Garage: If a home is built or placed on a lot without a garage then a garage with doors attached shall be constructed and completed within 20 months of occupancy of the home for the purpose of storing cars, lawnmowers, and other equipment which would be unsightly if left uncovered around the property.

f. Roofing: All roofing material shall be of class A or Class B rating by the National Fire Protection Association.

g. Receivers, towers and tanks: Any satellite dish, radio antennas, propane tank or any other fuel tank shall be screened from view by landscaping or privacy fencing.

h. Maintenance of Structures: Each structure once constructed on a lot shall be kept in the same condition as at the time of its construction

SECTION 4 SUBDIVISION OF LOTS: No lot shall be subdivided without consent of The Lake County Commissioners or the Elmo city planning board. Construction, with the exception of normal wear and tear. Should a casualty accure the owner shall reconstruct the building as soon as possible. All painted surfaces shall be kept in good condition and so as other exterior walls.

SECTION 5: NUISANCES: No noxious or offensive activities shall be carried on upon any building site nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No trash, building materials, or any other Unsightly objects shall be stored in the open on any lot.

SECTION 6: SIGNS: A sign may be displayed to the public view as long as it does not exceed 16 square feet.

SECTION 7: LOT APPAERANCE and GARBAGE: There shall be no lot or part of a lot used as a dumping ground or storage of trash, junk automobiles, or any other accumulation of refuse.

SECTION 8; LIVESTOCK, POULTY and PETS; Animals for personal use are permitted except pigs, No breeding of or commercial use of animals shall be permitted. Precautions shall be taken to confine pets and livestock to the owner's lot. No animal shall be allowed to run free. One hooped animal per acre shall be allowed. Large birds will be treated the same as a hooped animal as one per acre.

SECTION 9: FENCES: Any landowner wishing to keep animals as herein approved shall be responsible to fence his property adequately as to keep them from trespassing on the land of another owner.

SECTION 10: SETBACK LINES: No building, barnyard area or winter time feeding area for animals shall be located on any lot nearer than forty five feet (45') of any property line facing the street, and not nearer than twenty feet from the other property lines.

SECTION 11 : SEEDING, WEED CONTROL AND TREES : All grasses shall be mowed to keep the spread of wild weeds and noxious weed spread to a minimum.

SECTION 12: SEWER SYSTEM: Only individual sewage disposal systems designed, located and constructed in accordance with the requirements and standards of Montana State Department of Health and the County of Lake County shall be permitted on each lot. Prior to the initial residential construction or site preparation, the lot owner shall se cure a septic permit from Lake City- County health department

SECTION 13 HEIGHT OF BUILDINGS: Two story homes shall be permitted on lots 102 through 116. All other homes shall be one story homes with or without daylight basements.

ENFORCEMENT

SECTION 1. WHO MAY ENFORCE COVENANTS : The Declarant, or any Lot owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants and amendments now or hereafter imposed pursuant to the provisions of this declaration. The failure of the declarant or any property owner To enforce any covenant or restriction herein shall not cause a waiver of the right to do so at a later time.

SECTION 2: ATTORNEY FEES AND COST: If any person or entity in Section 1 or 2 Above causes legal proceedings in court to enforce any provisions of these covenants, the prevailing party in such action shall be entitled to recover from the other party reasonable attorney fees and court cost.

SECTION 3 : CONSTRUCTION and BINDING EFFECTS: These covenants shall be construed pursuant to the laws of the State of Montana and shall be binding upon the heirs , successors and assigns of the parties hereto and time is of the essence in complying with these covenants.

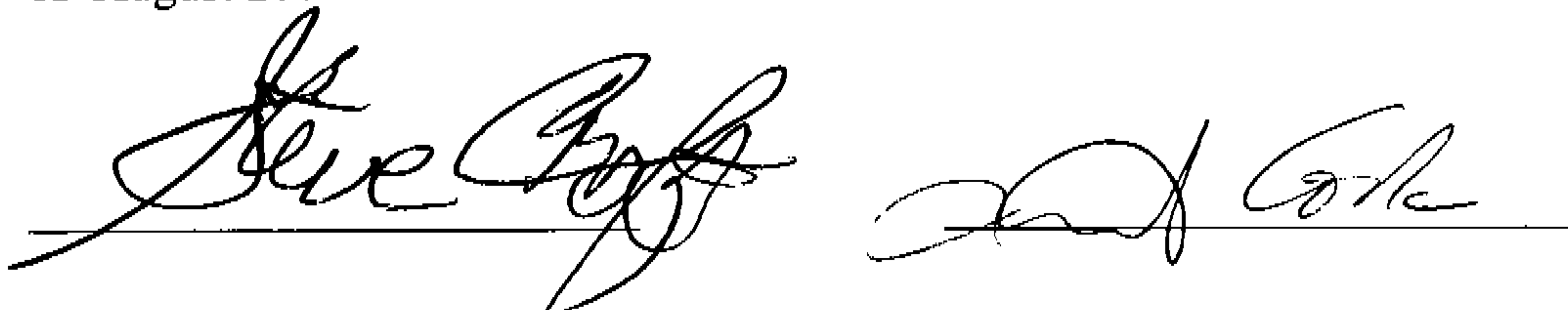
TERM OF DECLARATION

The provisions of this declaration shall be binding for a term of 25 years From the date of this Declaration after which time the Declaration shall automatically be extended for successive period of ten years unless there shall be recorded an instrument signed by all the owners of at lease 76% of the lots. Who agree to change this declaration in whole to in part.

AMENDMENTS

This declaration may be amended from time to time by recording an instrument in writing signed by the owners of at least 80% of the lots. Votes shall be one per lot to new owners and 2 votes per lot for the developers. The amendments to be effective must be recorded in the office of the Clerk and Recorder of Lake County Montana.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 24th day of August 2002.

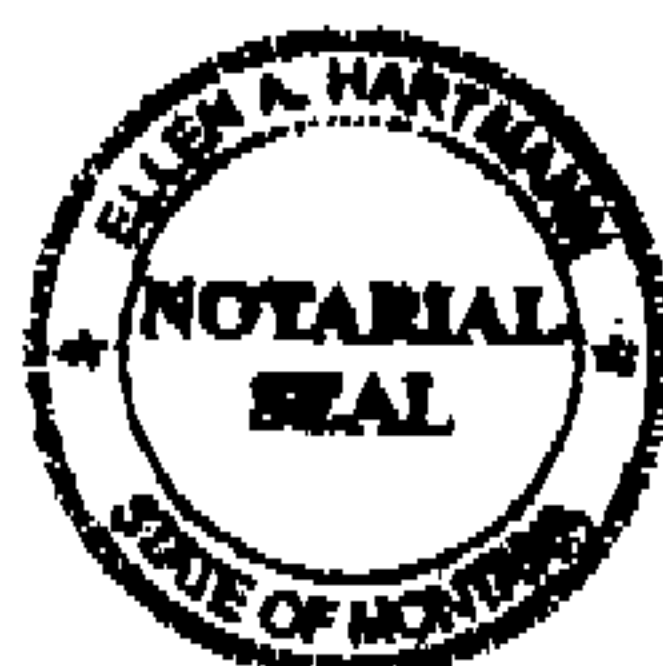


STATE OF MONTANA)
 Flathead)SS
COUNTY of ~~LAKE~~)

On the 24th day of August 2002 before me, appeared

Ellen A. Hartmann
Notary Public for the State of Montana

ELLEN A. HARTMANN
Name Printed
Commission expires 7-7-03



NOTARY PUBLIC-MONTANA
Residing at Columbia Falls, MT
My Comm. Expires 7-7-03

return to: ~~Judy Cook~~
 2295 Twin Creek
 Polson, MT 59864