

Richard Miltenberger  
214 Lump Gulch Rd.  
Clancy, MT 59634



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JEFFERSON COUNTY  
Recorded 11/21/2018 At 2:30 PM  
BONNIE RAMEY, Clerk and Recorder  
By Bonnie Ramey

Deputy

DECLARATION OF RESTRICTIVE COVENANTS

Survey Doc # 268199 Folio # 1064-A, located in the Northwest ¼ of Section 6 Township, 8 North, Range 3 West, also known as "Churchill Place", Jefferson County, Montana.

THIS DECLARATION, made this 13<sup>th</sup> day of Nov, 2018  
Richard Miltenberger of Clancy MT (Hereinafter ~~referred~~ to  
as Declarant") WITNESSETH:

WHEREAS, the Declarants are the owners of certain lands in Jefferson County, Montana described herein and also known as CHURCHILL PLACE; and

WHEREAS, the said Declarants desire to place restrictive conditions upon the lots and tracts of the described lands for the use and benefit of themselves as the present owners and for all future owners thereof, to assure the use of the property for attractive residential purposes only, to prevent nuisances, to assure health and happiness, to prevent the impairment of attractiveness of the property, to promote high quality stewardship of the land, and to preserve and maintain the tone and lifestyle of the community, thereby securing to each owner the full benefit and enjoyment of his property.

NOW, THEREFORE, this declaration of restrictions and conditions is made to apply to all of the following described property situate, lying and being in Jefferson County, Montana and more particularly described as follows: to wit:

DESCRIPTION:

NOW THEREFORE, all persons or corporations who now or shall hereafter acquire any interest in and to the above described property shall take and hold the same and agree and covenant with the owner of said lots and tracts in CHURCHILL PLACE( I ), and with their heirs, successors and assigns, to conform to and observe the following covenants, restriction, and conditions as to the use thereof and as to the construction of single family dwellings and improvements thereon. These covenants and restrictions are designed to provide a uniform plan for the development of the entire above described land area:

1. No lot or tract in CHURCHILL PLACE shall be divided.
2. No person shall fence across or otherwise obstruct any right of way access, street or roadway in CHURCHILL PLACE as described on the plats Survey Doc # 268199 Folio # 1064A on file in the office of Jefferson County Clerk and Recorder

3. Only single family dwellings may be constructed, and only one (1) such dwelling shall be constructed on each tract or lot in CHURCHILL PLACE( D), together with not more than two (2) outbuildings, constructed of a similar material and with similar design as the dwelling. Each and all buildings shall be "stick built" and constructed on site; (small utility structures, less than 100 square feet in size, are also allowed) and each such dwelling shall have no less than two thousand (2000) square feet of living space exclusive of basements, balconies, porches and garages. All structures are required to install Class A roofing. All construction of dwellings and out buildings shall be of new materials and the architecture, plans, design, exterior colors and/or finishes shall be of an architectural style that is pleasing and congruent with the surroundings. No bright or out of context colors may be used. The purpose of this requirement is to insure that no construction will be offensive or clash with the natural surroundings and/ or the character of other improvements in the area.

4. No structure of a temporary character, including but not limited to: trailers, motorhomes, mobile homes, set together or expanding trailer houses, Class A, B, or C manufactured homes shall be placed on or used on any lot or tract at any times as a residence, nor shall any residential structure be occupied until the exterior is completed, painted, or stained, and the water supply and sewer system completed. One (1) Recreational vehicle, including travel trailer, fifth wheel motor home, may be stored on the properties either in an enclosed setting or in a manner as inconspicuously as possible, and hidden from view as much as possible from other owners.

5. No owner or occupant of any property in CHURCHILL PLACE shall construct any septic system without complying with the laws and regulations of the State of Montana and the local sanitation and health authorities. Owners should be aware that Buffalo Creek is subject to flooding from time to time and should take precaution against building structures too close to the creek.

6. All trash and garbage, including hazardous waste, shall be disposed of offsite, however, three trimmings, dry grass and other small wood pieces may be burned on site upon approval of and permit by local and state authorities.

7. No manufacturing, commercial enterprise, mining, wrecking yards, zoos, or other types of commercial or industrial activity shall be carried on, upon or in front of any lot or tract, or in any way be used for any other then strictly residential purposes. This restriction does not preclude the use of a dwelling or outbuilding for occasional business or hobby use contained wholly within the buildings when such use does not create a nuisance or disturbance to the neighboring owners.

8. No hogs, goats, sheep, llamas, emus, poultry (except chickens as limited elsewhere in this document), ostrich, cattle, reptiles, mules, asses, or any other domestic or non-domestic animals shall be kept or maintained on any of the tracts or lots, nor shall any occupant of CHURCHILL PLACE raise animals or pets for sale or commercial purposes; however the owner of each lot may keep not more eight chickens (no roosters), two horses, or three dogs and /or three cats if they do not cause nuisance or audible disturbance. Such pets must not be allowed to run at large, bother, harass, or become a nuisance to neighboring landowners within and without CHURCHILL PLACE. This section will not be construed to prohibit the temporary raising of educational "4 H" animals by resident children from time to time.

9. All easement for utilities, water, gas, electricity, television, and other public services shall be reserved ten (10) feet on each side of common lot or tract boundaries and along all access road rights of way except private driveways. All utilities running throughout CHURCHILL PLACE shall be placed underground.

10. No lot shall be maintained as a dumping ground nor shall any rubbish, trash, garbage, burn or slash piles, or other waste be allowed to accumulate, and all garbage and waste



shall be kept in sanitary containers. Scrap, junk cars, or parts thereof, or the like will not be permitted on any lot or tract. No motor vehicle which cannot be moved under its own power may be left on any lot or tracts for longer than two weeks, nor left on the roads in the development at any time. Onsite parking for all automobiles, trucks, trailer, or other vehicles owned by the occupant, shall be provided on every occupied lot or tract. No more than three vehicles may be parked at any one time for more than two weeks outside of a garage or screening structure.

11. No signs, billboards, posters, or advertising displays of any kind shall be displayed on any of said lots or tracts, excepting house or lot identification signs. We seek to minimize light pollution in our community, so no bright external lighting, including "street lights", or white lights, or lighting pointing away from the property, may be installed or utilized. Only moderate and indirect lighting (not white) can be installed and used, and only as needed. Owners are discouraged from leaving any external lighting on when not in use.

12. No building shall be constructed nearer than 60 (sixty) feet from any other lot or CHURCHILL PLACE tract boundary except by special written permission of the adjoining property owner.

13. The cutting or removal of trees (except dead or diseased trees) upon subject property shall be done only when such trees endanger the structures upon the land or when trees may endanger the lives of people, or when their removal is necessary to accommodate the location of driveways, dwellings and outbuildings.

14. The road easement indicated on Surveys Doc # 268199 Folio # 1064-A is an easement to all property owners abutting said road easement and the road is not maintained as a Jefferson County Road.

15. All road, driveway, site excavation and landscaping, shall have adequate erosion and sedimentary control measures applied; which include replacement of topsoil and seeding of grass in disturbed areas. The owners of any property in CHURCHILL PLACE shall be responsible for the control and management of any noxious weeds which may grow on said property, as provided for in Title 7, Chapter 22, Part 21, MCA.

#### GENERAL PROVISIONS

A. Enforcement: owners of property within CHURCHILL PLACE shall have the right to enforce all restrictions, conditions, covenants, easements, or reservations now or hereafter imposed or created by the provisions of the DECLARATION OF RESTRICTIVE COVENANTS. Enforcement of these covenants and restrictions shall be: FIRST, by written notice by the other owner to the offending party with 30 days given for correction; THEN, by any proceeding n binding arbitration against any person violating or attempting to violate any covenant, condition, or restriction, either to restrain violation, or recover damages. Failure by the Declarants or any owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

B. Arbitration: In the event of a dispute under this Declaration, the parties agree that the dispute shall be determined and resolved by binding arbitration. The determination of the arbitrator shall be final and binding upon the parties and their respective successors and assigns. The determination may be filed in a court of competent jurisdiction as a final judgment. The arbitrator is authorized, but not required, in the arbitrator's discretion, to award attorney's fees and costs to the prevailing party. If no such award is made, the costs of the arbitration shall be paid equally by the parties.

C. Non-liability: Developer or any owners of land within CHURCHILL PLACE (I) shall not be held liable for carrying out any duties that are specified in this Declaration.

D. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

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E. Duration and Declaration: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years unless an instrument is signed by a majority of the then lot or tract owners as then recorded, agreeing to change said covenants in whole or in part, setting forth the changes.

F. Amendment: These restrictive covenants may be altered or additions made thereto with the written consent of the owners of a majority of the lots or tracts agreeing thereto, by written amendment, acknowledged and filed with the office of Jefferson County Clerk and Recorder, provided, however alterations or additions may be made thereto by the Declarant as long as they are owner of majority or more of the lots or tracts, providing no less than fifty (50) percent of the resident owners of the other lots or tracts agree thereto.

G. Purpose of Declaration: The purpose of these covenants, restrictions, conditions, easements, and reservations is to insure the use of the property for attractive residential purposes only, to prevent the impairment of the attractiveness of the property, to provide for high quality stewardship of the land, to maintain the tone of the community, and thereby to secure to each lot owner the full benefit and enjoyment of this home and property, with no greater restriction upon the free and undisturbed use of the same than is necessary to insure the same advantage to all owners.

IN WITNESS WHEREOF the party hereto has hereunto subscribed their  
Churchill Place this 13 day of NOVEMBER 2018



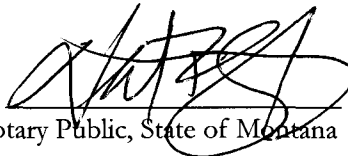
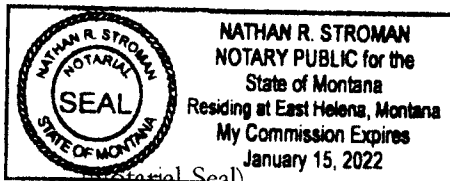
Churchill Place, Richard Miltenberger, Developer

(STATE OF MONTANA)

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County of Lewis + Clark

On this day, Nov. 13, 2018, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Richard Miltenberger, owner of CHURCHILL PLACE known to me to be the Person who executed the within instrument, and acknowledged to me that they executed the same.

  
Notary Public, State of Montana

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