

## COVENANTS AND CONDITIONS of Trout Creek Estates

Whereas, the Declarants are the owners of all of the land described in the following land description and desire to place covenants, conditions and restrictions on said land for the use and benefit of themselves, as its present owners, and for the future owners thereof.

**Trout Creek Estates, a major subdivision of 12 lots in the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 23, Township 25 North, Range 32 West, PMM, Sanders County, Montana**

Now, therefore, the Declarant does hereby declare that the property above-described shall be 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 real property. 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 in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

1. **Compliance with Health Regulations:** No activity shall be conducted in violation of any Montana State law, Montana State regulation, or local ordinance or regulation with respect to water supply, sewage disposal, sanitation and air pollution.

2. **Waste:** The premises in good repair and occupants shall commit no waste on the premises. No building site shall be used or maintained as a dumping or storage area for rubbish, trash, garbage, brush or other waste. All trash, junk, garbage and other waste shall be kept in sanitary and rodent-proof containers. No automobiles, automobile bodies, motor vehicles or parts thereof may be left exposed to view from other parcels in an inoperative condition except during a period not to exceed three (3) months while repairs are being made of such vehicle. Any activity that diminishes the value of the real property, shall be considered waste.

3. **Animals:** Any animals, including dogs, kept by an Owner must be kept within the boundaries of the Owner's property by fence or whatever means is necessary.

4. **Offensive Activity:** No noxious or offensive activity shall be carried on or permitted upon any parcel, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood; nor shall the premises be used in any way for any purpose which shall endanger the health, safety or welfare or unreasonably disturb the residents of any other parcel. No materials or mechanical equipment shall be used in a manner detrimental to the residential use of the surrounding tracts because of vibration, noise, dust, smoke or odor.

5. **Building Standards:** The following construction standards shall be followed for all residences placed on the premises: All residences shall be of quality construction and have a minimum of 2000 sq. feet of living space. All residential construction once begun shall be completed as to the exterior finish within 18 months after the start of construction. All construction will be to Uniform Building Code (UBC) standards. No manufactured or modular home are allowed.

6. **Further Subdivision:** The 10 lots of approximately 4 acres may not be further subdivided. The two lots of 15 acres, more or less, may be subdivided in the future, subject to county regulation, to create a maximum of 3 lots from each 15-acre parcel.

7. **Road Maintenance:** The roadway serving Trout Creek Estates Subdivision, known as Copper Ridge Road as shown on the Subdivision plat, shall be maintained by the lot owners of Trout Creek Estates Subdivision.

- a. Owners shall mean every person or entity who is a record owner of a fee or undivided fee, interest in any parcel which is the subject of this agreement excepting however, any person or entity who has sold or is selling any such parcel under a recorded contract shall be considered as an owner. Every person or entity purchasing any such parcel under a recorded contract shall be an owner. This is not intended to include persons or entities who hold an interest as security for an obligation.
- b. The owner of each separately described lot in said subdivisions shall pay an equal share of future road maintenance.
- c. Maintenance shall be performed, and a lien attached to any lot for payment for work when a simple majority of lot owners responsible for the road agree to have maintenance of improvements performed. For these purposes, each lot shall have one vote.
- d. Major improvements, such as major regrading or paving, or drainage upgrades, require complete agreement of all lot owners responsible for the road.
- e. The owners of the parcels shall be equally liable for the cost of major improvements of said road.
- f. Delinquent road maintenance fees shall constitute a lien against the real property. The lien shall be perfected by filing a Statement of Lien with the Sanders County Clerk and Recorder. The filing shall recite the name of the account, amount of the delinquency, the dates incurred and the real property affected. Any costs or attorney fees incurred in foreclosing the lien or collecting the delinquent maintenance and improvement fees shall be an additional charge against the user and the real property and collectable in the same manner as the delinquent maintenance and improvement charge.

7. **Term:** The provisions of this Declaration shall run with the land and 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 to ten (10) years each unless there shall be recorded an instrument signed by the owners of 75% of the lots who agree to terminate these covenants.

8. **Amendment:** This Declaration may be amended by an instrument signed by the owners of 75% of the parcels affected agreeing to such amendment.

9. **Enforcement:** The Declarant or any lot owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereinafter imposed pursuant to the provisions of this Declaration. The failure by the Declarant or any owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. The Declarant shall have no duty to take any affirmative action to enforce any restrictive covenants nor shall it be subject to any liability for its failure to so act.

If any person entitled to do so shall bring formal legal action to enforce any provision of this Agreement, the prevailing party to such action shall be entitled to recover from the other party reasonable attorney's fees and costs of the action.

It is hereby declared that the Sanders County Justice Court shall have original jurisdiction and be a proper forum for any enforcement action initiated hereunder.

It is understood that the Sanders County Board of Commissioners is a party to these covenants, and has no obligation to enforce them.

10. **Severability:** Invalidation of any one of these covenants or restrictions by court order, judgement or decree shall in no way affect the remaining provisions, which shall remain in full force and effect.

DATED this 2 day of July, 2007.




NICK ZAVOIANU

ROCKCLIFFE HOMES, LLC



REBECCA ZAVOIANU

  
by BENJAMIN SZELL, managing member