Return after recording to:

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**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS**

FOR THE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SUBDIVISION

This Declaration made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ by the undersigned, hereinafter referred to as the “Declarant”;

**WHEREAS**, Declarant is the owner of real property located in Lincoln County, Montana, as hereinafter described and commonly known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a subdivision, the plat or map of which is on file and of record in the office of the County Clerk and Recorder of Lincoln County, Montana; and

**WHEREAS**, Declarant is desirous of subjecting said real property to covenants, conditions and restrictions hereinafter set forth, each of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with the said property, and each and every parcel thereof, and any owner thereof;

**NOW THEREFORE**, the Declarant hereby declares that the real property hereinafter described is and shall be held, transferred, sold and conveyed subject to the covenants, conditions and restrictions hereinafter set forth.

**FURTHERMORE**, these conditions, covenants, and restrictions shall run with the land and each tract, parcel, or lot contained therein, and shall apply to and shall bind all successive owners of every tract, parcel, or lot.

**ARTICLE 1**

**PROPERTY**

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

The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Subdivision, located in the \_\_\_\_\_\_\_\_ of Section \_\_\_\_\_, Township \_\_\_\_\_\_ North, Range \_\_\_\_\_\_\_ West, Lincoln County, Montana, according to the plat thereof on file and of record in the office of the Clerk and Recorder of Lincoln County, Montana

**ARTICLE 2**

**DECLARATION**

This Declaration of Covenants, Conditions and Restrictions (CCR’s) regulating and controlling the use and development of certain real property is made to be effective on the last date executed below, the Declarant, known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The real property, described as Lots \_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_, within in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Subdivision, located in Lincoln County, shall be owned, held, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following reservations, easements, restrictions, covenants and conditions. These covenants are for the purpose of protecting the value, character and desirability of and which shall run with the Property and shall be binding upon all parties having any right, title or interest in and to the Property, or any part thereof, their heirs, successors and assigns.

**ARTICLE 3**

**PROVISIONS THAT CANNOT BE AMENDED WITHOUT GOVERNING BODY APPROVAL**

1. Primary Lot Use: All lots within the subdivision are designed for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. No Lot shall be used except for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ purposes.
2. All Residential structures shall comply with Resolution #968 for the displaying of approved address so that emergency vehicles/responder can see clearly for accurate response.
3. Any lot accessing off a public road, being County, City or State, MUST apply for an approach permit, from the appropriate jurisdiction, before construction of a driveway can commence.
4. All lots are subject to the driveway design standards of the Lincoln County Subdivision Regulations, attached as Exhibit \_\_\_\_\_\_\_\_, and made a part herein, and maintained per county standards.
5. All Lots are subject to the approved Weed Plan attached as Exhibit \_\_\_\_\_\_\_ and made a part herein. Noxious Weeds and seeds are a public nuisance under Montana law and it is unlawful to permit their propagation within the subdivision. All lots are subject to prosecution for failure to comply. For additional information contact the Lincoln County Weed District at 418 Mineral Avenue, Libby, MT 59923, (406) 283-2420.
6. All structure's that will generate wastewater flows must apply and receive an approved Septic Permit from the Lincoln County Health Department for location in conformance with the subdivision's DEQ approval and for final sizing before ANY construction commences and shall be inspected by the County before completion. Contact the Lincoln County Sanitarian 418 Mineral Ave, Libby, MT. 59923, (406) 283-2444 for permitting requirements.

1. Any Floodplain/Riparian Area Protection requirements within the Conditions of Approval, Findings of Fact, Conclusions of Law should be added here as #7.

**ARTICLE 4**

**GENERAL STANDARDS**

1. No Temporary Residences, such as bus, mobile home, trailer, camping unit, camping vehicle, motor home, or other vehicle, or outbuilding, basement, tent, shed, shack, garage or barn, or any structure other than the main residence erected on a Lot, shall at any time be used as a residence, temporarily or permanently, on any Lot or otherwise within the Property.
2. Each Lot owner, by acceptance of a deed for the Lot, releases and shall indemnify and hold harmless Declarant from and against all losses or damages which may accrue to such Lot owner's Lot, and the vegetation hereon, arising from any activities of Declarant and/or any other party to maintain such Lot owner's Lot when such Lot owner fails, as noted above, to properly maintain his own Lot,
3. If an area does not exist, the lot owner agrees to construct and maintain a loop road or turn-around area of no less than a 35 feet radius, within 150 feet of the main residential structure.
4. Lot owners should maintain 10 feet of separation between residential structures and property lines.
5. Roofs should be kept free of debris such as pine needles, leaves, moss, etc.
6. No portion of a tree or any other vegetation should extend to within 10 feet of the outlet of a stovepipe or chimney.
7. Any disturbed areas should be reseeded with weed-free native or commercial grass.
8. To reduce potential conflicts with wildlife household garbage, pet food, and other solid waste products MUST be stored in a secure animal-resistant container or indoors. If stored indoors, it is best not to set garbage cans out until the morning of garbage pickup, and to bring cans back inside that same night.
9. Birdseed is an attractant to bears. If used, bird feeders should: a) be suspended a minimum of 20 feet above ground level, b) be at least 4 feet from any support poles or points, and c) should be designed with a catch plate located below the feeder and fixed such that it collects the seed knocked off the feeder by feeding birds.
10. Each Lot Owner shall be responsible for filing a "Notice of Completion of Ground Water Development" form with the State after the completion or placement of improvements on their Lot.
11. If a Lot Owner constructs an improvement which impedes an easement (utility, road, drainage, etc.) the Lot Owner shall be liable for any/all damages therein.
12. As indicated in the NFPA Firewise Communities, A Lean, Clean and Green Landscape Publication of 2008, the three zone landscaping outline, attached as EXHIBIT \_\_\_\_\_\_\_\_\_ is instrumental to reducing fire danger in combination with the required 20’ setbacks for all structures from property lines. Continued maintenance to insure the safety and health of the lot will be completed by the property owner.

**Article 5**

**Amendment**

The covenants, conditions, and restrictions of this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, and the owner of any lot subject to this declaration, including the Declarant, their respective legal representatives, heirs, successors, and assigns. The covenants, conditions, and restrictions of this declaration may be amended by an instrument approved by not less than sixty (60%) percent of the members subject to this declaration. Amendments shall take effect when they have been recorded with the Lincoln County Clerk & Recorder, with the declaration below:

These “AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS” were approved by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_. This document supersedes the original, as well as all amended, supplemented, and revised versions of said declaration recorded to date.

**ARTICLE 6**

**ENFORCEMENT**

Each Lot owner (other than Declarant) shall be responsible and liable for any violations made or caused by such Lot Owner and every family member, agent, employee, contractor, material supplier, invitee, licensee, tenant, sub lessee and assignee of such Lot owner

In the event of any violation of the aforesaid restrictions, covenants, or conditions of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ subdivision, it shall be lawful for the Association or person or persons owning any of the lots covered hereby, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same, and either to prevent such person or persons from so doing or to recover damages for such violation.

**Article 7**

**Severability**

Invalidation of any one of these conditions, covenants, or restrictions, by judgment, or by court order, shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

These covenants run with the land and shall be binding upon all parties and all persons claiming under them until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at which time these covenants, conditions and restrictions shall be automatically extended for successive ten-year periods, unless by a vote of the majority of the owners of the lots or parcels, it is agreed in writing to change or revoke these covenants, conditions and restrictions in whole or in part.

IN WITNESS WHEREOF the Subdivider has signed this instrument and arranged for its recordation in the real property records of Lincoln County, Montana.

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(Declarant) (Date)

STATE OF MONTANA )

 ) ss.

County of )

 On this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for

said State, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ known to me to be the person whose

name is subscribed to the within instrument, and acknowledged to me that he executed the same.

 IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public for State of Montana

 (SEAL) Residing at Libby, Montana

 My commission expires