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Eric Semerad - Gallatin County, MT MISC



1 **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS**

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Cloverleaf Meadows Major Subdivision

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5 Cloverleaf Land and Development LLC, a Montana limited liability company,
6 (“Declarant”) is the present owner in fee simple of all the property, below described, which is
7 referred to as the Property herein:

8 Lot 2 of Minor Subdivision Number 510, located I the E1/2 of the E1/2 of Section
9 34, Township 1 North, Range 4 East P.M.M., City of Belgrade, Gallatin County,
10 Montana, according to the official plat thereof on file and of record in the office of
11 the Gallatin County Clerk and Recorder, Gallatin County, Montana; which
12 Property has been subdivided by Final Plat into residential lots as, Cloverleaf
13 Meadows Major Subdivision recorded as document number 2760672,
14 records of the Clerk and Recorder of Gallatin County, Montana.

15 The following Declaration of Protective Covenants and Restrictions for the Property is
16 hereby adopted.

17 **Article I: General Conditions Applicable to The Property**

18

19 **A. Benefit and Burden**

20 These Protective Covenants and Restrictions shall attach to and run with the Property and
21 shall constitute an equitable servitude upon the Property and every part of it, including all titles,
22 interest and estates as may be held, conveyed, owned, claimed, devised, encumbered, used,
23 occupied and improved. These Protective Covenants and Restrictions are declared for the benefit
24 of each Lot Owner. They shall constitute benefits and burdens to Declarant and to all persons or
25 entities hereafter acquiring any interest in the Property.

26 **B. Enforcement and Amendment**

27 Declarant reserves onto itself, until all the Lots are improved with permanent residential
28 structures:

29

- 30 (i) the sole right and power to amend and enforce these covenants;
- 31 (ii) to grant variances from the Covenants in its sole business discretion;
- 32 (iii) to approve landscaping and building design plans;
- 33 (iv) to appoint agents to review and approve landscape and structure plans;
- 34 (v) to form a Homeowner’s Association (HOA herein) and appoint its officers and
35 directors; and
- 36 (vi) assign its enforcement and approval powers to such association, in whole or part.

37

38 **C. Plan Approval Required Prior to Construction**

39 Prior to the commencement of construction of any structure, each lot owner shall apply to
40 the Declarant or Declarant’s designee for, and obtain, approval of plans for the structure and the
41 landscaping of the lot. Plan submittals shall comply with plan guidance criteria adopted, from time

42 to time, by the Declarant, and shall be accompanied by plan review fees established by the
43 Declarant.

44

45 Any Lot Owner seeking a variance shall provide to Declarant all information Declarant
46 requests to evaluate the application for variance and shall pay to Declarant a variance review fee
47 of \$250.00 plus the actual cost that Declarant incurs in payments to third parties, occasioned by its
48 evaluation of the variance request.

49

50 **D. HOA**

51 The Cloverleaf Meadows Subdivision Homeowner's Association shall be formed by the
52 Declarant as a Montana non-profit corporation. Once formed, the HOA shall own and be
53 responsible for the maintenance of parks A and C as shown on the final plat of the subdivision and
54 collect all plan review fees and monthly assessments, which funds shall be used solely for
55 implementing these covenants, constructing improvements which benefit the owners of the lots,
56 including public park improvements, and providing for collective expenses such as weed
57 maintenance and maintenance of common improvements.

58

59 The Declarant or HOA may appoint an architectural review committee (ARC) to conduct
60 plan review and approval as it so elects from time to time.

61

62 Until a residence is constructed on each lot within the Property, the Declarant shall appoint
63 all officers and directors of the HOA. Thereafter, the Declarant shall appoint the initial Board of
64 Directors from among the lot owners, who shall serve as directors until their successor is elected
65 as provide in the bylaws of the HOA.

66

67 **E. Declarants Reservation of Right To Amend - Amendment By HOA**

68

69 The Declarant reserves onto itself the right to amend these covenants, except for the
70 covenants required by the City of Belgrade, until it appoints three directors from among the lot
71 owners.

72 After the Declarant appoints three directors from among the lot owners these covenants
73 may be amended by the vote of lot owners where:

74

75 10% of the lot owners propose an amendment in a writing to the HOA board of directors,
76 the Directors shall notice a meeting for the lot owners to vote upon the proposed amendment,
77 which notice shall include the proposed amendment. No other business shall be conducted at the
78 meeting other than to vote upon the amendment proposed. At the meeting, a quorum shall consist
79 of at least 25% of the lot owners. If two thirds of the lot owners attending the meeting vote in
80 favor of the amendment, it shall be adopted by the Directors and recorded with the County Clerk
81 and Recorder as provided by the HOA By-Laws.

82

83 Each fee owner of a residence within the Property, whether single family residence, town
84 home, duplex, triplex or four plex, shall be treated as one homeowner, entitled to one vote. Where
85 more than one person or entity has an interest in the property, all such persons or entities shall
86 appoint a single person to vote in writing, which writing shall be delivered to the Directors at least

87 one business day before the meeting. No lender's interest holder shall be entitled to participate in
88 the voting process.

89
90

91 **Article II: Belgrade Required Covenants**

92 The following Covenants of this Article are required by the City of Belgrade for final plat
93 approval of the subdivision and shall govern over any inconsistent provision within this document.
94 Any Covenant which is included in this Article as a condition of preliminary plat approval and
95 required by the City of Belgrade Council may not be amended or revoked without the mutual
96 consent of the Lot Owners in accordance with the amendment procedures in these covenants and
97 the governing body of the City of Belgrade.

98
99

A. Airport Influence Area

100 The subdivision is within an airport influence area. Each Lot Owner is notified that the
101 Federal Aviation Administration and local airport authority may exercise jurisdictional authority
102 over the airport influence area, as it may be amended from time to time.

103
104

B. Laws, Zoning Ordinances and Regulations

105 No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning
106 ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be
107 observed and followed. All Lot Owners and Prospective Purchasers are advised to consult all
108 existing City of Belgrade zoning ordinances and regulations. Where the provisions of any valid
109 law, zoning ordinance or regulation of any governmental body having jurisdiction is in conflict
110 with these Protective Covenants and Restrictions, the more restrictive shall control.

111 **C. Adjacent Farming**

112 Lot Owners and Tenants of the Property are informed that adjacent land uses may be
113 agricultural. Lot Owners and Tenants accept and are aware standard agricultural and farming
114 practices can result in dust, animal odors, flies, smoke, and machinery noise. Standard agricultural
115 practices feature the use of heavy equipment, chemical sprays and the use of machinery early in
116 the morning and sometimes late into the evening.

117 **D. Fences**

118 Lot Owners shall maintain all fences bordering agricultural lands in accordance with State
119 of Montana law.

120 **E. Noxious Weeds**

121 The control of noxious weeds by the Owners Association on those areas for which the
122 Owners Association is responsible and the control of noxious weeds by individual owners on their
123 respective lots shall be as set forth and specified under the Montana Noxious Weed Control Act
124 (MCA 7-22-2101 through 7-22-2153) and the rules and regulations of the Gallatin County Weed
125 Department. The Owners Association is responsible for control of state and county declared

126 noxious weeds in the subdivision's parks, open spaces, community areas, trails, and roadways.
127 The landowner shall be responsible for the control of the state and county declared noxious weeds
128 on his or her own lot. Both unimproved and improved lots shall be managed for noxious weeds.
129 In the event a landowner does not control the noxious weeds, after 10 days notice from the Owners
130 Association, the Owners Association may cause the noxious weeds to be controlled. The cost and
131 expense associated with such weed management shall be assessed to the lot and such assessment
132 may become a lien if not paid within thirty (3) days of the mailing of such assessment.

133 **Article III: Covenants Governing Landscaping**
134 **and the Design and Erection of Structures**
135

136 No structure, fence or deck shall be erected on any lot prior to the Declarant or the HOA
137 approving in writing the structure's plans and a landscaping plan for the lot. The Declarant shall
138 promulgate design guidelines to assist in the preparation of suitable plans for the construction of
139 the initial structure, fencing, exterior decks and landscaping.

140 No change to the exterior of an approved structure, fence or deck shall be made prior to
141 the written approval of the change's plans.

142 Any lot owner violating this prohibition consents to enjoining the violation without bond.

143 This restriction may be documented in the grant deed from the Declarant.

144 **A. Residential Use Only - Home Occupations**

145 No lot or structure may be used except for residential use and home occupations or
146 professions, which may be conducted upon the Lot or within the residence by the Owner or
147 Occupant of the residence, provided that (is) it first meets with zoning requirements, (ii) there are
148 no employees on the premises and (iii) there is no advertising of any product, work for sale, or
149 service provided to the public upon such lot or in the residence. No advertising or directory signs
150 relating to the home occupation shall be allowed. Daycare or childcare businesses shall be allowed
151 so long as it is allowed under applicable zoning.

152 **B. Pets**

153 No more than two dogs may be maintained on the property. Pets shall be controlled and
154 not allowed to roam outside the boundaries of the Owner's Lot. Domestic dogs and cats shall be
155 permitted. No other animals shall be maintained upon the Property, except those maintained
156 exclusively within a residential structure. Any dog kennels or runs must be attached to a primary
157 or accessory structure, be screened from public streets and adjacent properties and receive
158 Declarant approval for materials and configuration. Further, they must meet with any applicable
159 zoning. No dangerous or barking dogs shall be maintained upon any lot. In addition, no dangerous
160 animals such as, but not limited to, large and/or venomous reptiles shall be maintained on any lot.

161 **C. Lot Coverage and Floor Area**

162 Each Lot shall comply with zoning requirements for Lot coverage and Floor area.

163 **D. Yards**

164 Each Lot's yard shall comply with all requirements set forth for yards by zoning. All lawn
165 areas shall conform to the landscaping plan, and shall be sprinkled using underground sprinklers.
166 All planted areas shall be maintained in conformity with good weed control practices and all
167 governmental regulations.

168 No materials shall be stored upon any Lot except in areas which are not visible from a
169 street.

170 No boats, campers, trailers, or inoperable vehicles of any kind shall be stored upon the lot
171 except in a garage or an enclosure approved by the Declarant, except such vehicles may be interim
172 parked on driveways for a period of less than 48 hours.

173 **E. Zoning**

174 All zoning, land use regulations and all other laws, rules, and regulations of any
175 government or agency under whose jurisdiction the land lies are considered to be part of these
176 Covenants are enforceable by the Declarant; and all of the Owners of said lands shall be bound by
177 such laws, rules and regulations.

178 **F. Garbage**

179 No stored material, garbage, or debris shall be visible from the street.

180 **G. Fencing**

181 Rear and side yard fences may not exceed six feet in height. Rear and side yards shall
182 commence not less than four feet back from the plane of the street side entry door of the structure.
183 Fences nearer to the street may not exceed four feet in height. Fencing on corner lots must be
184 restricted in height to comply with traffic safety requirements and the regulations of the City of
185 Belgrade All fences shall have natural wood appearance, and shall be colored to complement the
186 earth tones of adjacent structures. No fence may be painted. All fence designs must be approved
187 by the Declarant prior to construction.

188 In the event there is a conflict between the Covenants and the applicable zoning, the most
189 restrictive provision of either the Covenants or the zoning shall control.

190 **H. Structure Plans**

191 No structure shall be permitted of a size which, taken together with all other structures on
192 the Lots, violates City of Belgrade zoning ordinances.

193 All structures shall comply with City of Belgrade zoning ordinances.

194 All structures shall comply with interior sprinkling requirements imposed by governmental
195 entities at the time the structure is constructed.

196 All exterior construction materials, including color and shape, shall be submitted to the
197 Declarant for approval. All re-siding, re-roofing and exterior color changes shall conform with
198 the décor of the neighboring properties. No exterior material shall be utilized which is reflective
199 or glare-producing.

200 All structures on the property shall be site built of new materials. Manufactured homes,
201 mobile homes, and modular homes are prohibited. Panelized construction shall only be permitted
202 upon variance granted by the Declarant.

203 The plan materials submitted to the Declarant shall provide the proposed construction
204 schedule. No construction shall commence prior to Declarant's approval of all plans and
205 specifications. The approval shall state a date by which construction must commence. Complete
206 construction must be accomplished within twelve (12) months of commencement. Construction
207 mobilization and materials shall occur on the site no more than thirty (30) days prior to
208 commencement of construction, and all must be removed from the site within thirty (30) days
209 following the issuance of an occupancy permit.

210 During construction, all sites shall be maintained in an orderly and clean condition, free of
211 trash, on a daily basis. No materials shall be stored upon or allowed to be windblown onto adjacent
212 properties.

213 No structure shall be constructed upon easements for utilities.

214 **Article IV—Covenants Concerning the Use and Maintenance of the Lots**

215 **A. Maintenance of the Lot Exterior**

216 Each Lot Owner within the Property shall be responsible for the legally compliant control
217 of weeds declared to be noxious by Gallatin County, or other governmental entity with jurisdiction.
218

219 All landscaping shall be maintained according to proper horticultural practices. Grasses
220 shall be watered and mowed on a regular basis so as to maintain their appearance in a sightly
221 condition.
222

223 Trees and shrubs shall be trimmed. No trees or shrubs will be allowed to encroach on
224 adjacent properties, except as agreed by adjacent properties. All encroaching trees and shrubs shall
225 be trimmed back to the property line upon the request of adjacent property owners.
226

227 No Lot shall be used for the storage of any materials outside of a residential structure or
228 garage, including lawn mowing equipment, vehicles, travel trailers or the like. Barbecue
229 equipment may be stored outside the residence, provided it is not visible from the street.
230

231 Drive access as shown on the approved landscaping plan shall not be modified unless the
232 modification is directed by the City of Belgrade.
233

234 **B. Maintenance of the Exterior of the Structure**

235 Each structure shall be maintained in a good and workmanlike manner, free of unsightly
236 conditions caused by lack of maintenance or weather damage. Structures damaged by wind and
237 hail shall be restored in a timely manner.
238

239 **C. Wildlife**

240 • Wildlife may occasionally move through the subdivision. Lot Owners and Tenants are
241 hereby advised of this possibility and shall minimize leaving wildlife attractants unattended
242 outdoors. No feed or supplements attractive to wild animals shall be permitted.

243 IN WITNESS WHEREOF, this Declaration of Protective Covenants and Restrictions has been
244 executed on the date set forth below.

245

246

Cloverleaf Land and Development, LLC

247

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By: 
RAYMOND B. LEWIS
MEMBER

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Its: Authorized Signatory

253

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255 STATE OF MONTANA)

256 :ss.

257 COUNTY of Gallatin)

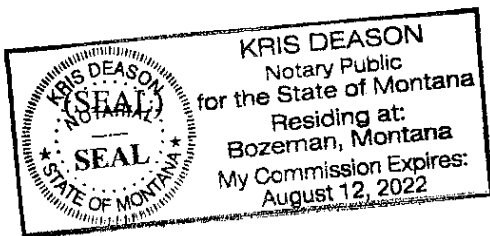
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259 On this 7th day of December, 2021, before me, a Notary Public in and for the State
260 of Montana personally appeared Brad Lewis, known to me to the Authorized Signatory of
261 Cloverleaf Land and Development, LLC and the person whose name is subscribed above, and
262 acknowledged to me that he executed the same pursuant to the authority vested in him.

263 IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this
264 certificate first written. * Raymond B. Lewis, member
12/7/21

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Notary Public for the State of Montana

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