



**Return To:**  
**Sunset Cliffs, LLC**  
**PO Box 80431**  
**Billings, MT 59108**

**DECLARATION OF RESTRICTIONS  
FARNUM SUBDIVISION, SECOND FILING**

Rob Stoltz, Managing Member  
To  
THE PUBLIC

WHEREAS, the undersigned, Rob Stoltz is the managing member of SUNSET CLIFFS, LLC;  
And,

WHEREAS, the aforesaid owner desires to place building and use restrictions on the above described premises' and also described as:

**Corrected Plat of Farnum Subdivision, Second Filing, being all of Blocks 1 Through 5, Farnum Subdivision, Second Filing situated in the NE1/4 and the SE1/4 of Section 20, Township 1 North, Range 27 East., P.M.M, of Yellowstone County, Montana, as recorded under document #3392874.**

NOW, THEREFORE, in consideration of the premises, the undersigned hereby establishes and declares the following business restrictions and protective covenants which shall be applicable to all the above-described real estate.

This Restrictive Declaration of Covenants is made this 11<sup>th</sup> day of April, 2008, by SUNSET CLIFFS, I.LC. Hereinafter referred to as "Declarants".

**GENERAL RESTRICTIONS**

1. All persons, corporations, or other entities, who shall hereafter acquire any interest in and to the above-described real estate shall be taken and held to agree and covenant with the owners of the lots and with their heirs, Devises, trustees, and assigns, to conform to and to observe the following covenants, restrictions, and stipulations as to the use there of, and as to the construction of residences and improvements thereon.



2. The covenants will apply to all lots contained in Sunset Cliffs Subdivision. Declarants reserve the right to amend this "Declaration of Restrictions" to the extent that it is necessary to include additional lots and blocks of subsequent filing as to Sunset Cliffs Subdivision.
3. Each lot in the subdivision shall be used solely for residential purposes. No structure shall be erected, altered, placed or permitted upon any such residential lot, other than one detached single family dwelling. No structure shall exceed 32-feet in height. Garages shall not be for more than four cars. The term residential purpose as used herein shall be construed to exclude hospitals, duplex houses, to exclude the rental of portions of homes, to exclude professional and commercial uses, and to further exclude all rehabilitative, correctional, child care, and mental health care homes, half-way houses or other affiliated institutions, and any such usage of this property is expressly prohibited.
4. None of the lots in the subdivision shall at any time be used for the purpose of any trade, profession, manufacturing, or business of any description, and no noxious or offensive activity shall be carried on nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
5. No lot shall be subdivided for the purpose of constructing more than one dwelling on any lot as platted.
6. Any building or residence erected shall be of new construction.
7. No structure of temporary nature can be used as a residence, either temporarily or permanently. The exterior of the dwellings shall be finished in their entirety before they can be occupied.
8. Two dogs and/or cats are the only animals allowed per house. Pets shall be restricted to their owner's property. Barking shall be kept to a minimum and subject to City/County Ordinances and enforcement.
9. Any residence hereafter to be erected shall be commenced within 30 days after equipment and/or materials used in the construction thereof are moved onto the site. After construction has started, the work must continue until the structure is completed. No building hereafter to be erected shall be commenced until authority for the construction of such a building has secured from the Architectural Control Committee (as defined in # 19).
10. No trash, ashes, obsolete materials or non-operating or non-licensed vehicles or portions thereof may be allowed to accumulate in any portion of Sunset Cliffs Subdivision. All trash, or other refuse, cans and containers in these lots shall be kept in garbage cans or in enclosures such that they will be concealed from street view. No burning barrels shall be allowed on the premises. Garbage cans shall be located inside the garage except on days when garbage pickup is made.



11. Exterior construction shall include:
  - I: Architectural grade shingles
  - II: Brick or stone accents on the house. No contractor or any other names are allowed on the mailbox.  
(The residences located at 1265 Noblewood, 3770 Full Moon Drive and 3610 Full Moon Drive are hereby exempt from this restriction.)
12. Any masonry block buildings shall be covered with stucco or otherwise covered with an exterior siding.
13. No buildings or other structures except fences shall be located less than 25 feet from the front and 20 feet from the rear lot lines. No building or other structures except fences shall be located less than 8 feet from the side lot lines unless on a corner where set back from side lot line shall be 20 feet. Set backs on the Cul-de-sac lots shall be 20 feet in the front and back and 8 feet on the sides. Lots off the Cul-de-sac shall be at least 25 feet in the front, 20 feet in the back and 8 feet on the sides.  
(Lot 15A, Block 2, is exempt from front set-back restriction)
14. No fences shall be erected in any front yard except as is necessary to join a side yard fence to the residence. Fences shall be wood or vinyl. No chain link, barbed wire or woven wire will be permitted.
15. Boats, motorcycles, motorbikes, touring vehicles or recreational vehicles may be stored on any of the lots if screen fenced so that they will be concealed from view of streets and lots which are adjacent to the lot on which they are located. One RV or boat is allowed to be stored outside on a concrete pad, to the rear of the house with maximum length of 30 feet and in compliance with County Ordinances.
16. Declarants expressly reserve the right to erect and operate an office together with the sign on any lot of its choosing and of any design and size of its choosing for the purpose of selling lots in all filings of Sunset Subdivision.
17. No signs, billboards, or advertising devices of any kind, except those used in any subsequent sale of the property conveyed within Sunset Subdivision, shall be placed or otherwise installed on any lot or building.
18. No buildings shall be erected, placed or altered on any lot until the Architectural Control Committee has approved construction plans and specifications and plan showing the location of the structure. Harmony of external design with existing structures and the location with respect to topography and finished grade elevations will all be considered.




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19. The Architectural Control Committee referred to in the prior paragraph is composed of Rob Stoltz. The majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member or members of the committee, the remaining member or members shall have full authority to designate a successor or successors. At any time, the then record owners of 75 percent of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or restore it to any of its powers and duties. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing within 30 days of receipt of items in #18.
20. Minimum square footages (exclusive of the area of porches, terraces, patios or garages) for homes shall be 1,400 finished square feet. All roofs shall be a minimum of 5/12 pitch.
21. A detached garage will be allowed if it meets all of the following criteria:
  - a. It is a maximum of 800 feet.
  - b. It is not over 18 feet in height on a concrete slab.
  - c. The exterior materials and colors are exactly the same as the house.
  - d. The roof pitch is a minimum of 5/12.
  - e. It is at least 8 feet from any exterior property line.
22. Lawn and landscaping must be done during the first season available (April through September).
23. No clotheslines permitted.
24. These Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date of this being recorded. After which time, said covenants and restrictions shall be automatically extended for successive periods of 10 years at a time, unless revoked or changed by owners of at least 60% of the lots bound by these Covenants and Restrictions.
25. Invalidation of any of these Covenants and Restrictions by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have executed this Declaration the day and year first above written.

ROB STOLTZ, Managing Member SUNSET CLIFFS, LLC

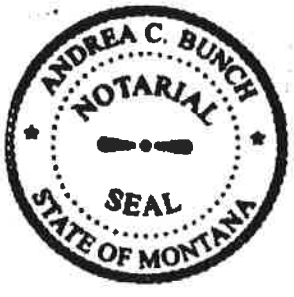
By: 

Its: Managing member



STATE OF MONTANA     )  
  : ss.  
County of Yellowstone    )

On this 11<sup>th</sup> day of April, 2008, before me, a Notary Public for the State of Montana, personally approved ROB STOLTZ, known to me to be the Managing Member of Sunset Cliffs, LLC, who signed the foregoing instrument and acknowledged to me that he executed the same. Witness my hand and seal the day and year herein above written.



Andrea C Bunch  
Andrea C. Bunch  
Residing In: Billings, MT  
My Commission Expires: June 22, 2010



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**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS  
FARNUM SUBDIVISION, SECOND FILING**

**THIS AMENDMENT** is made this 15<sup>th</sup> day of April, 2009, by **SUNSET CLIFFS, LLC**, a Montana limited liability company ("Declarant").

**RECITALS:**

A. Pursuant to the Declaration of Restrictions Farnum Subdivision, Second Filing, dated April 11, 2008, executed by Sunset Cliffs, LLC, recorded April 11, 2008, under Document No. 3461405 (the "Restrictions") certain building and use restrictions were placed on the following described real property located in Yellowstone County, Montana:

**Corrected Plat of Farnum Subdivision, Second Filing, being all of Blocks 1 through 5, Farnum Subdivision, Second Filing, situated in the NE¼ and the SE¼ of Section 20, Township 1 North, Range 27 East, P.M.M., in Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. 3392874.**

B. Declarant owns more than sixty percent (60%) of the lots bound by the Restrictions and Declarant desires to amend the Restrictions.

**FOR VALUABLE CONSIDERATION, IT IS HEREBY AGREED:**

1. **Elimination of Architectural Control Committe.** Declarant hereby revokes, deletes, nullifies and removes paragraph 18 and paragraph 19 from the Restrictions and hereafter neither paragraph 18 nor paragraph 19 shall be of any further force or effect.
2. **Effect of Amendment.** Except as modified in this Amendment, all provisions of the Restrictions shall remain in full force and effect.

DATED: April 15, 2009.

**SUNSET CLIFFS, LLC**  
By: SC Management, LLC, Manager

By: Shirley J. Farnum  
Shirley J. Farnum, Member



STATE OF MONTANA )  
 ) ss,  
County of Yellowstone )

This instrument was acknowledged before me on April 15, 2009, by Shirley J. Farnum as a Member of SC Management, LLC, a Montana limited liability company, the Manager of SUNSET CLIFFS, LLC, a Montana limited liability company.



RICA K. DOMBROVSKI  
RICA K. DOMBROVSKI  
[Type, Stamp or Print Name]  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My commission expires 5/15, 2012.









Longitude -108.1761 latitude 45.824  
 State Plane X Y 682285 716 175597 112

Legend

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Results

Parcels
  Roads
  Structures
  PLSS
  FIRE
  RSIDs
  ZONE
  School
  Elections
  Levy
  Traffic Counts
  Census
  Parks
  Water Sources
  Government Lots

TAX ID	Geocode	Owner	Tax Detail	Address	Legal
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