

**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR BEAVER PRIDE SUBDIVISION**

This DECLARATION is made this \_\_\_11\_\_\_ day of \_\_\_august\_\_\_, 20\_15\_, by  
Tim Stoker, as Partner/owner, of Beaver Pride subdivision, hereinafter  
referred to as "Declarant";

WHEREAS, Declarant is the owner of the following described property situated in  
Beaverhead County, Montana:

TRACT A, of CERTIFICATE OF SURVEY NO. 1402BR filed under Beaverhead  
County Clerk & Records No. 260576 and being a tract of land located in the  
North ½ of Southeast ¼ of Section 18, Township 7South, Range 8 West, Montana  
Principal Meridian, Beaverhead County, Montana.

WHEREAS, Declarant intends to develop, sell and convey the above-described  
real property, hereinafter referred to as Beaver Pride Subdivision; and,

WHEREAS, Declarant desires to subject all of said real property, together with the  
lots contained therein, to the covenants, conditions, restrictions and reservations  
herein set forth and referred to as "Covenants";

NOW, THEREFORE, Declarant does hereby establish, dedicate, declare, publish  
and impose upon the property the following Protective and Restrictive  
Covenants, which shall run with the land, and shall be binding upon and be for

the benefit of all persons claiming such property, their grantors, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use, and development of the property. Such Covenants shall apply to the entire property, and all improvements placed or erected thereon, unless otherwise specifically accepted herein. The Covenants shall inure to and pass with each and every parcel, lot, tract or division.

Said Covenants shall be as follows:

#### ARTICLE I - DEFINITIONS

Section 1. The term "Association" shall mean the Beaver Pride Subdivision Homeowners' Association, its successors and assigns.

Section 2. The term "Member" shall mean any owner or lot owner. Each member or owner agrees to abide and be bound by these Covenants, the Articles of Incorporation, and the Bylaws and the Resolutions of the Homeowners' Association, if any. The Member of the association shall be the individual lot owners, including the Declarant.

Section 3. The term "Owner" or "Lot Owner" shall mean any person or entity, including the Declarant, owning a fee simple interest in a lot or a contract purchaser, whether one or more persons or entities, owning or purchasing a lot. This does not include any financial institution or other entity or person holding a mortgage or a security interest mortgage or a security interest for the performance of an obligation. The term "Person" hereinafter shall include any person, persons or entities.

Section 4. The term "contract purchaser" shall mean a person buying a lot pursuant to a contract for deed, Montana Trust Indenture or mortgage.

Section 5. The terms "properties" and "lots" shall mean all of the real property herein described as Beaver Pride Subdivision described above and according to the official records of the Clerk and Recorder of Beaverhead County, Montana.

Section 6. The term "Directors" shall mean the Board of Directors of the Association as defined in Article II of these Covenants.

Section 7. The term "Declarant" shall mean and refer to BEAVERHEAD PROPERTIES, LLC, and its successors and assigns.

Section 8. The term "Design Review Committee" or "DRC" shall mean the Committee as defined in Article IV of these covenants.

Section 9. Other definitions may be found throughout these covenants and those definitions are binding upon all owners. Any term not specifically defined shall be deemed to have a common and ordinary meaning.

## ARTICLE II – BEAVER PRIDE SUBDIVISION HOMEOWNERS' ASSOCIATION

Section 1. Establishment of Association. An association is hereby established known as "Beaver Pride Subdivision Homeowners' Association" hereinafter referred to as the "Association".

Section 2. Membership. Every owner or contract purchaser of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separate from the ownership of any lot. Each owner shall be responsible for advising the Association of their acquisition of ownership, of their mailing address, and of any changes of ownership or mailing address. The initial address of the Association shall be \_\_\_\_\_.  
The address of the Association may be changed by the Board of Directors upon notice to the owners.

Section 3. Annual Meeting. The annual meeting of the Association shall occur on the 1<sup>st</sup> Tuesday of December of each year.

At the annual meeting, the members shall review and approve a budget for the next year, shall elect three Directors to fill any expired term or vacant position, and shall conduct such other business as shall be reasonable or necessary to carry out the purpose of the Association.

Special Meeting: Any special meetings may be called by the president, or in the absence of the President, by the Vice-President. In addition, a special meeting shall be held upon call of 50% of the owners. Special meetings shall require 48 hours' notice, in writing.

Notice: Notice of annual and special meetings shall be mailed to owners at the address for each owner as provided pursuant to section 2 of this Article.

Quorum: The presence of members, in person or by written proxy, representing 60% of the total votes of the membership shall constitute a quorum.

Section 4. Board of Directors. The annual meeting of the Board of Directors shall be held immediately after the annual meeting of the members. At the annual meeting, the Directors shall elect a President, Vice-President for the Association from among the Directors. The Secretary-Treasurer may be a member of the Association- who is not a Director. Might consider splitting Sec and Treas.

The Board of Directors of the Association shall consist of three lot owners who shall be elected at the annual meeting by a majority of the members of the Association. Any vacancy in the Board of Directors occurring before the next annual meeting of the members shall be filled by the remaining Directors. By appointment of a new director from the Membership, or by the remaining two Directors.

Until 75% of the lots in Beaver Pride Subdivision, as described on Exhibit A, have been sold or five (5) years after the recordation of these Declarations, whichever occurs later, the Declarant shall have the right to appoint the Board of Directors, who shall not be required to be tract owners or members of the Association.

The Board of Directors shall serve for a term to be set by a simple majority of the membership, which shall not be for less than one year. Each director shall serve until replaced by his or her successor at the next election.

The Board of Directors shall have the power and responsibility of acting on behalf of the Association and its members as shall be reasonably necessary to carry out the purposes of the Association, including but not limited to taking

such actions as shall be necessary or reasonable to carry out the purposes of these covenants.

Purpose of the Association

Section 5. Officers. The duties of each of the offices shall be as follows:

A. President. The President shall preside over all meetings of the Association. He or

she shall call the membership together whenever necessary. The President shall be the

general administrative and executive officer of the Association, and shall perform such

duties as may be specified, and exercise such powers as may be delegated to the office of

President by the Board of Directors.

B. Vice-President. The Vice-President shall exercise the powers of the President in the

absence of the President.

C. Secretary. The Secretary shall give notice of all meetings of the Association, and

shall keep a record of the proceedings of the meetings of the Association. The Secretary

shall be authorized to sign on behalf of the Association, all records, documents and

instruments when such are authorized to be signed by the Association.

D. Treasurer. The Treasurer shall keep and maintain adequate and correct accounts of income and expenses of

the business of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains and losses of the Association. The Treasurer shall prepare and report such periodic accountings as shall be required by the Association. The books of the Association...

Section 6. Vacancies. A vacancy in any office of the Association shall be filled by appointment by the Board of Directors until the next annual meeting or the successor is duly appointed or elected.

### ARTICLE III - ANNUAL AND SPECIAL ASSESSMENTS

Section 1. Assessments. Each owner, is deemed to have agreed to these Covenants, whether or not reference to the Covenants shall be so expressed in any deed or contract and agrees to pay to the Association:

- (1) Annual assessments or changes; and,
- (2) Special assessments for capital improvements, such assessments to be established  
and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with the interest, costs and reasonable attorney's fees, shall be the personal obligation of the owner of such property at the time when the assessment is due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, convenience and welfare of the owners, and for any other purposes, expressed or implied, in these Covenants.

Section 3. Amount and Approval of Assessments. The maximum assessment per tract which may be made by the Association in every calendar year shall not substantially exceed the projected and budgeted actual and reasonable costs to be incurred by the Association during the coming year in carrying out the purposes herein set forth, and may include a reasonable reserve for contingencies. The amount of the annual assessments shall be fixed by the Board of Directors of the Association in the following manner:

1. \_\_\_ At each annual meeting of the members of the Association, the Directors shall present a proposed budget of the estimated expenses for the Association for the coming year to the members for review, discussion, amendment, comment and approval.
2. \_\_\_ The members shall approve or amend the proposed budget by a majority vote of the members present or voting by proxy.
3. \_\_\_ After the annual meeting, the Board of Directors shall set the amount of the assessments and the date(s) due for the coming year to cover the budget approved in the manner herein set forth.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or other capital improvements on the properties,



including fixtures and personal property related thereto. Any such assessment shall have the approval of two-thirds (2/3) or more of all of the votes of the Members. Members may vote who, in person or by proxy, at a meeting duly called for that purpose. Special assessments may be levied to be paid over one or more years.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against

the owners obligated to pay the same or foreclosure the lien against the property.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the open space or by abandonment of their lot.

Upon delivery of the notice of assessment to the owner, the assessment shall be a lien upon the owner's lot until paid. The Association may record a notice of the lien with the Clerk and Recorder of Beaverhead, Montana. In the event of non-payment within thirty days after the recording of the notice of lien, the Association may foreclose the lien in the manner set forth under Montana law for the foreclosure of liens against real property. The Association is entitled to collect any and all reasonable attorney fees and costs accrued prior to and in association with the collection of delinquent assessments.

Section 8. Sale or Transfer of a Lot. The sale, transfer or encumbrance of any lot shall not affect the assessment lien if recorded in the records of Beaverhead, Montana, or the personal liability of the owner responsible for the assessment.

No sale or transfer to a third party with actual or constructive knowledge of an

assessment shall relieve such new owner from the liability for any outstanding assessments, or from any assessments thereafter becoming due, or from the recorded lien thereof.

#### ARTICLE IV – DESIGN REGULATIONS

Section 1. Design Review Committee. The Board of Directors shall appoint three members of the Association to serve as the Beaver Pride Subdivision Committee for Design Review (CDR).

Section 2. Conformance of Structures. All structures shall be built in conformance with the Beaver Pride Subdivision Design Guidelines, which, by this reference are hereby adopted and incorporated into these Covenants to govern the building of any and all structures in Beaver Pride Subdivision.

The design and construction of all improvements and changes to existing natural topography shall be subject to review and approval by the CDR before any work is commenced. All dwellings, structures, improvements and changes shall comply with these covenants.

No construction or improvements shall commence without the signed approval of the CDR.

#### ARTICLE VI - PROPERTY USE

Section 1. Land Use. Land uses shall be in compliance with City of Dillon zoning requirements.

Section 2. Animals. No outside birds or other animals; except dogs, cats or small in-house pets and birds; are permitted.

All dogs, cats and other pets shall be strictly controlled by their owners so as not to annoy or interfere with the use of the properties by the other owners and to prevent any interference or harassment of wild birds or animals in Beaver Pride Subdivision or on surrounding or adjacent properties. Dogs and cats shall be kept on the owner's own property and shall not be allowed to roam free.

Section 3. Storage of Equipment. No lot or adjacent roadway shall be used for the storage of any inoperable vehicle, machinery or equipment or unlicensed vehicle, machinery or equipment. No lot shall be used for storage of any vehicles, equipment or other personal property of any quantity in excess of the needs and personal use of the owner of a lot or the occupants and guests thereof as the case may be, and shall not interfere with the use or enjoyment of neighboring lots. Rvs and Atv trailers are permitted but must be stored on the lot and accessed from the alley.

Section 4. Commercial Vehicles. Storage of commercial vehicles is limited to those lots which are zoned commercial. Storage of commercial vehicles on these lots is limited to vehicles that used in the daily operation of the lot business. No residentially zoned lot shall be used for the outside parking or storage of any commercial trucks, large commercial vehicles or other heavy equipment, except as may be necessary during reasonable periods of construction. Fleet -

service vehicles (1-ton and smaller) used by the residents of the subdivision in their daily work may be parked in the driveway of the resident.

Section 5. Recreational Equipment. In no event shall campers, trailers, motor homes, boats, and all other recreational equipment and the like be parked on the street or the owner's lot such that it is visible from the road or adjacent lots for a period exceeding seven days in any 30 day period. Storage or location of such equipment and vehicles, in excess of the requirements of this section, shall occur in an enclosed garage or other screened area with such garage or screen having been pre-approved in writing by the committee for design review.

Section 6. Offensive Activity. No noxious odors or offensive activity shall take place upon any portion of the above-described property, nor shall anything be done thereon which may be, or may become, an annoyance to the neighborhood. No firearms shall be discharged on the above-described property.

Any violation of city ordinances or other regulations shall be a violation of these covenants and can be enforced by the Association or individual lot owners.

#### ARTICLE VII – CITY REQUIRED COVENANTS

Any covenant which is included herein as a condition of preliminary plat approval received from the Dillon City Council in July 2015 and required by the City Council may not be amended or revoked without the mutual consent of the owners (in accordance with the amendment procedures in these covenants) and the

governing body of the City of Dillon. The Dillon City Council may enforce the terms of these covenants.

#### ARTICLE IX - TERM, ENFORCEMENT, APPLICABILITY AND CHANGE

Section 1. Term. The term of the provisions of these Covenants shall be binding for a term of ten (10) years from the date of these Covenants and may be modified, altered or amended during that period only by the Declarant at the Declarant's sole option. After the initial ten (10) year period, the Covenants should be automatically extended for successive periods of ten (10) years unless an instrument agreeing to amend, revoke or terminate these Covenants has been signed by the Owners of eighty (80) percent of the lots in Beaver Pride Subdivision.

Section 2. Enforcement. Enforcement of these Covenants shall be by proceedings either at law or in equity against any person or persons violating, or attempting to violate, any Covenant. The legal proceedings may either be to restrain violation of these Covenants, to recover damages, or both.

Should any lawsuit or other legal proceeding be instituted by the Association or an owner against an owner alleged to have violated one or more of the provisions of these Covenants and should the Association or owner enforcing the provisions of the covenants be wholly or partially successful in such

proceedings, the offending owner shall be obligated to pay the costs of such proceeding, including reasonable attorney's fees.

Section 3. Waiver and Variance. The failure of Declarant, the Association or an owner, to enforce any Covenant or restriction contained herein shall not be deemed a waiver or in any way prejudice the rights to later enforce that Covenant, or any other Covenant thereafter, or to collect damages for any subsequent breach of these Covenants.

The waiver or approval of a variance of a Covenant provision by the Board of Directors, or non-action of the Association or Declarant in the event of a violation of a Covenant by a particular owner or tract, shall not be deemed to delete or waive the Covenant or enforcement thereof as it pertains to other owners or tracts. The Board of Directors reserve the right to revoke any waiver or approval of a variance of a covenant.

Section 4. Invalidation. Invalidation of any one of these Covenants by judgment or by Court order shall in no way affect any of the other Covenants or provisions, all of which shall remain in full force and effect.

Section 5. Conveyance. In any conveyance of the above described real property or of any lot thereon, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the property is subject to protective or restrictive Covenants without setting forth such restrictions and Covenants verbatim or in substance in said deed nor referring to the recording data. All of the above described real property and lots shall be subject to the restrictions and Covenants set forth herein, whether or not there is a specific reference to the same in a deed or conveyance.

Section 6. Change. Any amendment of these Covenants shall be in writing and shall be effective upon the filing and recording of such an amendment in the office of the Beaverhead County Clerk and Recorder. Any change in these Covenants shall not affect existing structures and uses of the tracts.

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this 12 day of August, 2015

BEAVERHEAD PROPERTIES, LLC

By: [Signature]

Its: managing member

STATE OF MONTANA

County of Beaverhead

On this 12<sup>th</sup> day of August, 2015, before me, the undersigned, a Notary Public of the State of Montana, personally appeared [Signature] being the managing member, BEAVERHEAD PROPERTIES, LLC, known to me to be the persons that executed the within instrument and acknowledged to me he executed the same.

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



[Signature]  
NOTARY PUBLIC for the State of Montana  
Residing at Dillon, Montana

My Commission expires 06/09/2019



Definitions:

"Common Area"

"Common Improvements" - Development signs, landscaping, park land, recreational improvements, street lighting.

"May"

"Shall"

Maybe define residential and commercial usage

Article II.

Section 1 Establishment of Association. Declarant has caused a Montana non-profit, mutual benefit corporation to be formed called Beaver Pride Subdivision Homeowners Association, Inc., hereinafter referred to as "the Association." The purpose of the Association is to care for, protect, and maintain the Roadways, Common Improvements, and any other matters which may serve the Property so that the same will be maintained for the benefit of the Property and the Owners of the individual Lots herein. The Association shall be obligated to and shall assume and perform all functions and obligations imposed on it or contemplated for it under this Declaration or any similar functions or obligations imposed on it or contemplated for it under any Supplemental or Amended Declaration with respect to any Property now or hereafter subject to this Declaration.

The Association shall have all powers necessary or desirable to effectuate these purposes including, but not limited to the following:

- a. The power to levy such annual or special assessments as may be deemed necessary for the proper management of the Association. Such assessments may include sums for taxes, insurance, maintenance, repair, replacement, and such other activities reasonably necessary for the proper functioning of the Association.
- b. The power to adopt and enforce such reasonable rules and regulations as may be required to effectuate the purposes of this Declaration of the Association's By-Laws.
- c. The power to enforce this Declaration and the By-Laws, rules, and regulations of the Association.
- d. The power to construct, maintain, repair, or replace improvements as set forth in the Plat and make such reasonable annual or special assessments as may be required for such actions.
- e. The power to construct, maintain, repair, or replace an irrigation water system to provide irrigation waters to the Water Lots and make such reasonable annual and special assessments as may be required for such actions.
- f. The power to establish such reserves for capital expenditures as the Association may deem prudent.
- g. The power to enforce, or cause to have enforced, the protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the Property and the owners, and to levy such fees as are necessary to do so.

Section 2 Purpose. The purpose of the Association is to care for, protect, and maintain the Roadways, Common Improvements, and any other matters which may serve the Property so that the same will be maintained for the benefit of the Property and the owners of the individual lots herein. The Association shall be obligated to and shall assume and perform all functions and obligations imposed on it or contemplated for it under this Declaration or any similar functions or obligations imposed on it or contemplated for it under any Supplemental or Amended Declaration with respect to any Property now or hereafter subject to this Declaration. The Association shall have all powers necessary or desirable to effectuate these purposes including, but not limited to the following:

- a. The power to levy such annual or special assessments as may be deemed necessary for the proper management of the Association. Such assessments may include sums for taxes, insurance, maintenance, repair, replacement, and such other activities reasonably necessary for the proper functioning of the Association.
- b. The power to adopt and enforce such reasonable rules and regulations as may be required to effectuate the purposes of this Declaration of the Association's By-Laws.
- c. The power to enforce this Declaration and the By-Laws, rules, and regulations of the Association.
- d. The power to construct, maintain, repair, or replace improvements as set forth in the Plat and make such reasonable annual or special assessments as may be required for such actions.
- e. The power to establish such reserves for capital expenditures as the Association may deem prudent.

Section 3 Membership: Every person or entity who is the owner of the fee title or equitable title to a lot, or who is subject to an assessment by the Association shall automatically be a member of the Association.

A membership shall be deemed to have vested upon delivery of a duly executed deed or contract for deed to the owner.

Foreclosure of a contract, mortgage, trust indenture, or other security device and repossession of a lot shall terminate an owner's membership, whereupon all rights to such membership shall vest in the secured party.

Membership shall terminate upon the transfer of an owner's interest in a lot to a purchaser.

Section 4. Annual Meeting. **First Annual Meeting:** Not later than twelve months after five (5) lots have been conveyed, the Declarant shall call a meeting of all owners to be held within forty-five (45) days of said notice for the purposes of holding the Associations' first Annual meeting and establishing the administrative operation of the Association.

The regular annual meeting of the Association shall be held on the 1<sup>st</sup> Tuesday of December of each year . . .

Section 5: Special Meeting.

Section 6. Member Voting Rights: Members shall be entitled to one vote for each lot in which they hold the interest required for membership by Section 3.2. When more than one person or entity hold such interest or interests in any lot, such persons or entities shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote, or fractions of one vote, be cast with respect to any such lot on any one issue.

Section --:

Section - - : Quorum; Voting: A quorum for the transaction of any business of the Association shall be those members comprising at least 35% of its members. Meetings of the members shall be preceded by written notice mailed to each member at his most recent known address no less than ten (10) days prior to the time appointed for a meeting. Notice of any meeting may be waived by a member provided the waiver is in writing. A written record of any meeting shall be maintained by the Association. Any issue affecting the rights of the Members shall be submitted to vote, and the majority of those voting on any issue shall prevail, except as may be otherwise provided herein.

Section -- Board of Directors

Section - - Officers

Add: Books and Records: The books and records of the Association shall be available for inspection by a Member, his attorney, or agent, for any purpose at any reasonable time upon written demand stating the purpose thereof.

Article III - Annual and Special Assessments

Section - Purpose of Assessments: Assessments may be levied by the Association for the following purposes:

- a. Roadway maintenance and improvement
- b. Snow removal
- c. repair and maintenance of open spaces and facilities
- c. Insurance and fire protection
- d. Taxes
- e. Maintenance and enhancement of Common Improvements
- f. Collection and enforcement costs
- g. Utility expenses
- h. Maintenance of easements
- i. Legal and accounting expenses
- j. Association social functions
- k. Weed control on roadways
- l. Promote the recreation, health, safety, convenience and welfare of the owners (from covenants, difficult to quantify and subject to interpretation by members)

Section - - Amount of Assessments: Each Lot within the Property shall be assessed an amount annually, payable within thirty (30) days of mailing of a notice of assessment, in an amount to be determined by the Association's Board of Directors; provided, however, that assessments shall not be increased more than fifteen per cent (15%) annually without the approval of at least two-thirds (2/3) of the owners of the Lots within the Property, either at the annual meeting of the Association or in writing.

*The maximum assessment per tract shall not substantially exceed the projected and budgeted*

actual and reasonable costs . . .

Section - - Fixed by the board in the following manner

Section 4 is really unclear and very broad if taken to its most extremes. Needs to be narrowed or defined some.

Section - - Effect of Nonpayment of Assessments

Add Suspension: The Association shall have the right to suspend the voting rights and the rights and easements of any Member for any period during which any assessment against his Lot remains delinquent.

Article IV - Design Regulations

Add: Exculpation: Neither the Association, the DRC, nor either's Members, may be held liable by any person for damages for any action taken pursuant to the provisions of this Article, including, but not limited to, damage resulting from correction, amendment, changes, or rejection of plans, the issuance of building permits, or delays associated with such action by the Architectural Committee.

Article VI - PROPERTY USE

Possible: Underground Utility Lines: All water, gas, electrical, telephone, and other utility pipes, cables or lines within the Property shall be buried underground and may not be exposed above the surface of the ground. There will be no propane or fuel tanks aboveground.

Possible: Service Yards: All clothes lines, equipment, kennels, satellite dishes, TV antennas, service yards or firewood or other storage piles within the Property shall be kept screened by approved planting or fencing so as to conceal them from the view of neighboring Lots, streets, access roads, and areas surrounding the Property.

Add: Maintenance of Property: All Lots within the Property and all improvements on any Property shall be kept and maintained by the owner thereof in clean, safe, attractive, and slightly condition and in good repair.

Add: No Hazardous Activities: No hazardous activities shall be conducted on any Lot within the Property. Without limiting the foregoing, no firearms shall be discharged upon any part of the Property, and no open fires shall be lighted or permitted on any Property except in a contained barbecue unit while attended and in use for cooking purposes or within safe and well-designed interior fireplaces.

Add: No Annoying Lights, Sounds or Odors: No light shall be emitted from any Lot within the Property which is unreasonably bright or causes unreasonable glare, including mercury vapor lights. All outside yard lights shall have full cut-off deflectors to direct light downward. No sound shall be emitted from any Property which is unreasonably loud or annoying, including without limitation speakers, horns, whistles, bells, or other sound devices, except security and fire alarm devices used exclusively to protect any of the Property or Buildings; and no odors shall be emitted from any Lot within the Property which is noxious or offensive to others, including without exception barns, runs, kennels, and service yards.

Add: Exterior Construction and Landscaping: All exterior construction and landscaping shall be completed within one year from the start of construction.

Add: Non-conforming Uses: A use of the Property, or any portion thereof, in violation of the provisions of this Declaration at the time of its recording is a non-conforming use and may be continued; provided, however, if it is voluntarily discontinued for one (1) year or more, then it shall be deemed abandoned and any further use shall be subject to the restrictions of this Declaration.

A non-conforming use shall not be enlarged, intensified, increased, or extended unless by doing so the non-conforming use will thereby comply with the provisions of this Declaration. The casual, temporary, or illegal use of land, dwellings, or improvements shall not be sufficient to establish the existence of a non-conforming use or to create rights in the continuance of such use.

Add: Fencing: All new and existing fencing shall comply with applicable federal, state, and local fencing laws. When lots are fenced by the lot owners, a gate must be provided for emergency access.

Add: Addressing: All residences shall install an address sign visible for all services to readily locate property.

#### ARTICLE VII - City Required Covenants

This should be where the provision that the Dillon City Council is a party to Article II and Article III and may enforce its terms

Section - - City Required Covenants. Any covenant . . .

Section - - Rules and Regulations. All zoning and other laws, rules and regulations of any government under whose jurisdiction said lands lie are considered to be a part of these covenants, and are enforceable hereunder and all owners of said lands shall be bound by such laws, rules and regulations.

#### ARTICLE IX - TERM, ENFORCEMENT, APPLICABILITY AND CHANGE

Add: Attorney's Fees. In any action brought by the DRC or the Association to enforce the provisions hereof, the prevailing party shall be entitled to recover from the opposing party, in addition to such costs as are allowed by law, a reasonable attorney's fee to be fixed and determined in the manner provided by law.

#### Section 3: Waiver and Variance

Add: Board of Directors shall reserve the right to revoke any waiver or variance of a covenant.

General provisions to consider:

Need to add: Governing Law: The terms and conditions of these restrictive covenants shall be governed and enforced under the laws of the State of Montana.

Severability: The invalidity or unenforceability of any provision of this Declaration or any Supplemental or Amended Declaration in whole or in part shall not affect the validity or

Covenants to Run With The Land: All covenants, conditions, restriction and agreements herein contained are made for the direct, mutual and reciprocal benefit of each and every Lot of the Property; shall create equitable servitude upon each Lot in favor of every other Lot; shall create reciprocal rights and obligations between respective owners and occupants of all Lots and privity of contract and estate between all grantees of said Lots, their heirs, successors and assigns; and shall, as to the owner and occupant of each Lot, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other Lots, except as provided otherwise herein.

The provisions of this Declaration shall run with the land from the date of recording for a period of ten years, after which they shall be automatically renewed for successive periods of ten (10) years unless otherwise modified as hereafter provided.

Constructive Notice and Acceptance: Every person or entity who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

Amendment: Provisions of this Declaration or any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or otherwise amended, as to the whole or the subject property or any portion thereof, with the written consent of the majority owners of all the Lots within the Property. No such termination, extension, modification, or other amendment shall be effective without the written approval of the majority of the lot owners. No such termination, extension, modification or other amendment shall be effective until a proper instrument in writing has been executed, acknowledged and recorded with the Clerk and Recorder's Office of Beaverhead County, Montana.