

DECLARATIONS, RESTRICTIONS,
PROTECTIVE COVENANTS AND CONDITIONS FOR
COUNTRY ESTATES, A PHASE OF CRYSTAL AIR COMMUNITY,
A PLANNED UNIT DEVELOPMENT

This declaration is made this 14th day of November, 1995, by the undersigned, **DENNIS MARSHALL** and **AMY MARSHALL**, hereinafter referred to as "Declarants."

WHEREAS, Declarants are the owners of certain real property consisting of fourteen lots within Country Estates, a phase of the Crystal Air Community, A Planned Unit Development, which is a subdivision of Beaverhead County, Montana, hereinafter referred to as the "Property," and more particularly described as follows, to-wit:

Lots 47 through and including Lot 60 of Country Estates, a phase of Crystal Air Community, A Planned Unit Development, which is a subdivision of Beaverhead County, Montana, according to the official plat thereof on file and of record in the office of the Clerk & Recorder of Beaverhead County, Montana;

WHEREAS, Declarants desire to establish a residential community of country homes on the Property designed to maintain the natural beauty and environmental integrity of the Property and to preserve, protect, and enhance such values and amenities for the benefit of individual lot owners;

WHEREAS, Declarants desire to subject the Property to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the Property and its present and subsequent owners as hereinafter specified, and will convey the property subject thereto,

NOW, THEREFORE, Declarants hereby declare that all of the Property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions, and reservations hereinafter set forth. These easements, covenants, restrictions, conditions, and reservations shall constitute covenants to run with the land and shall be binding upon all persons having any right, title, or interest in the Property or in any part thereof, their heirs, successors, and assigns, and shall apply to each present and future owner thereof.

ARTICLE I
Definitions

Whenever used in this Declaration, the following terms shall have the following meanings:

1.1 "Association" shall mean the Crystal Air Community Home Owners Association, Inc., a Montana nonprofit, mutual benefit

corporation, and its successors and assigns.

1.2 "Declarants" shall mean Dennis Marshall and Amy Marshall, their successors and assigns.

1.3 "Declaration" shall mean the *Declarations, Restrictions, Protective Covenants and Conditions for Country Estates, A Phase of Crystal Air Community, A Planned Unit Development*, as recorded in the office of the Clerk & Recorder of Beaverhead County, Montana, contemporaneously with the Plat, as hereinafter defined.

1.4 "Property" shall mean Lots 47 through and including Lot 60 of Country Estates, a phase of Crystal Air Community, A Planned Unit Development, which is a subdivision of Beaverhead County, Montana, according to the official plat thereof on file and of record in the office of the Clerk & Recorder of Beaverhead County, Montana, and such additions thereto as may be hereafter brought within the jurisdiction of the Association by recorded declaration in the manner hereinafter set forth.

1.5 "Lot" shall mean any numbered parcel within the Property.

1.6 "Plat" shall mean the final plat of the Crystal Air Community Subdivision, A Planned Unit Development, which is a subdivision of Beaverhead County, Montana, according to the official plat thereof on file and of record in the office of the Clerk & Recorder of Beaverhead County, Montana.

1.7 "Roadway" and "Common Improvements" shall mean any street, road, path, bikeway, or other thoroughfare, as shown on the Plat of the Property, and all development entrance signs and landscaping, park land, recreational improvements, and street lighting.

1.8 "Manufactured Home" shall mean a transportable, single-family dwelling built on a steel undercarriage with wheel assembly intended for permanent occupancy contained in one unit, or in two units designed to be joined into one integral unit, which arrives at a site complete and ready for occupancy except for minor or incidental unpacking and assembly operations, and constructed so that it may be used with or without a permanent foundation and with or without removal of its undercarriage or wheel assembly.

1.9 "Modular Home" shall mean a transportable, single-family dwelling intended for permanent occupancy contained in one, two, or more units designed to be joined into one integral unit incapable of again being separated for repeated transport, which arrives at a site complete and ready for occupancy except for minor or incidental unpacking and assembly operations, and constructed so that it may be fixed permanently to a foundation with removal of any undercarriage and wheel assembly.

1.10 "Manufactured Kit Homes" shall mean integrated housing components or panel systems manufactured off-site for assembly on-site, and may include prepackaged material kit homes, factory constructed panel systems, or pre-cut log homes capable of meeting traditional stick-built Uniform Building Code construction requirements including the Montana Energy Code for stick-built residences. "Manufactured Kit Homes" shall not include those structures as previously defined as Manufactured Homes or Modular Homes.

1.11 "Building" means any structure constructed on the Property.

1.12 "May" is permissive.

1.13 "Shall" is mandatory.

ARTICLE II Surroundings

2.1 Rural Area: The Property is situated in an unzoned, rural area and may be subjected to conditions resulting from non-residential use, including agricultural use, of neighboring lands. Such use includes the cultivation, harvesting, and storing of crops; the raising, breeding, and husbanding of livestock; the application of chemicals; the operation of heavy equipment, machinery, and trucks; and the conveyance and application of irrigation water, as well as other customary agricultural activities. Activities incident to such use may produce odors, noise, dirt, smoke, or other conditions some may find offensive or incompatible with permitted land uses within the Subdivision. Normal and necessary resource management activities, legally conducted on neighboring lands, must be an expected aspect of residence within the Subdivision.

2.2 Other Phases: The Property is one of several phases of the Crystal Air Community, A Planned Unit Development, which is a subdivision of Beaverhead County, Montana. The provisions of this Declaration apply to Country Estates, one of the phases of Crystal Air Community, A Planned Unit Development, which is a subdivision of Beaverhead County, Montana. While some of the provisions of this Declaration may be similar or identical to provisions of declarations encumbering other phases of Crystal Air Community, A Planned Unit Development, some of the provisions of this Declaration are unique to the Country Estates phase. Particularly, restrictions on the use of lots with the Country Estates phase may be more restrictive than restrictions on the use of lots within other phases of Crystal Air Community, A Planned Unit Development.

ARTICLE III Home Owners Association

3.1 Crystal Air Community Home Owners Association, Inc.:

Declarants have caused a Montana nonprofit, mutual benefit corporation to be formed called Crystal Air Community Home Owners 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 therein. 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.

3.2 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.

3.3 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.

3.4 First Annual Meeting: Not later than twelve months after five lots have been conveyed, the Declarants 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.

3.5 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 not 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 a vote, and the majority of those voting on any issue shall prevail, except as may be otherwise provided herein.

ARTICLE IV

Members' Enjoyment of Roadways and Common Improvements

4.1 Members' Easement of Enjoyment: Every member of the Association shall have a right and easement of enjoyment in and to any Roadways and Common Improvements as appear on the Plat, subject to each member's compliance with such reasonable regulations and restrictions, and the payment of such user fees, as may be imposed by the Association. Such easement shall be appurtenant to and shall pass with the title to every lot subject, however, to the following provisions:

4.2 Restrictions: The Association shall have the right to impose reasonable restrictions for the benefit of its members.

4.3 Dedication to the Public: The Association shall have the right to dedicate or transfer all or any part of the Roadways or Common Improvements to any public agency, authority, or utility for such purposes and subject to such considerations as may be agreed to by the Members. No such dedication shall be effective unless an instrument, signed by the Secretary of the Association evidencing the fact that at least two-thirds (2/3) of the Lot owners concur, has been recorded in the appropriate records of Beaverhead County, Montana.

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

4.5 Park Land: The Association shall not sell any portion of the dedicated park land.

ARTICLE V
Architectural Committee

5.1 Architectural Committee: There shall be an Architectural Committee of the Association comprised of not fewer than two members, each a Member of the Association, to be appointed by the Board of Directors of the Association. The Architectural Committee shall review plans and specifications for all improvements upon the Property in the manner specified below to assure compliance with the requirements of this Declaration.

5.2 Review: No residential structure, garage, out building or other structure, nor septic tank, well, antenna or exterior ornament of any kind, or any addition, alteration or remodeling thereof shall be made, erected, altered, placed or permitted to remain upon the Property until plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to the Architectural Committee and approved in writing by the Committee as to harmony of external design, location in relation to surrounding structures and topography, construction and the materials to be used in the construction, and compliance with the restrictions of this Declaration.

In the event the Architectural Committee fails to approve or disapprove such design, location, construction, and materials within thirty (30) days after the detailed plans and specifications have been submitted to it, approval shall not be required and this article will be deemed to have been fully satisfied.

Any plans, specifications and proposals so approved, either expressly in writing or by the expiration of the thirty day period hereinabove provided, shall then permit the owner to commence construction in accordance with said plan, but any deviation from said plan which in the judgment of said Architectural Committee is a substantial detriment to the appearance of the structure or of the surrounding area shall be corrected to conform with the plan as submitted.

Any structure to be erected in accordance with approval so given must be erected and completed within twelve months of approval or new approval obtained. If any structure is begun and is not completed within twelve months of the commencement of construction, and in the judgment of the Architectural Committee is of offensive or unsightly appearance, the said Committee or the Directors of the Association, at the option of either, may take such action as may be necessary in their judgment to improve the appearance so as to make the property harmonious with other properties, including completion of the exterior of the structure, screening or covering of the structure or any combination thereof, or similar operations, and the amount of any expenditures made in so doing shall be a lien on the property and may be enforceable by an action at law.

The Architectural Committee may act by a majority of its members and any authorization or approval made by the Committee must be signed by a majority of the members thereof.

5.3 Exculpation: Neither the Association, the Architectural Committee, 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.

5.4 Attorney's Fees: In any action brought by the Architectural Committee 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.

ARTICLE VI Restrictions on Use of Property

6.1 Land Use: No Lots within the Property shall ever be occupied or used by or for any building or purpose or in any manner which is contrary to the provisions of this Declaration or to applicable provisions of Beaverhead County, Montana, land use regulations applicable thereto.

6.2 No Mining, Drilling or Quarrying: No mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, shall ever be permitted on the surface of the Property without the written approval of the Association.

6.3 Residential Use: No Lot within the Property shall be used except for one single-family residential dwelling and for agricultural purposes as hereinafter provided. No Lot within the Property shall ever be occupied or used for any commercial or business purposes, provided, however, that the provisions hereof shall not prevent:

a. Any owner or his duly authorized agent from renting or leasing his Lot from time to time. The owner of a rented Lot within the Property shall remain responsible for, and subject to, all provisions of this Declaration; or

b. Any artist, artisan, or craftsman from pursuing his artistic calling upon private area if such artist, artisan or craftsman also uses such private area for residential purposes, is self-employed and has no employees working in such private area, and does not advertise or offer any product or work of art for sale to the public upon or from such private area; or

c. Any owner from attaching one guest house to a single-family residential dwelling, provided the guest house and the single-family residential dwelling, when considered together, otherwise comply provisions of this Declaration.

6.4 Restriction on Signs: With the exception of a sign no larger than three square feet identifying the architect and a sign

of similar dimensions identifying the prime contractor to be displayed only during the course of construction and a sign no larger than three square feet for the owner to advertise his home or lot for sale, no signs or advertising devices, including, but without limitation, commercial, political, informational, or directional signs or devices shall be erected or maintained on the Property, except signs approved in writing by the Architectural Committee as to size, materials, color, and location:

- a. As necessary to identify ownership of the Property and its address;
- b. As necessary to give directions;
- c. To advise of rules and regulations;
- d. To caution or warn of danger; and
- e. As may be required by law.

6.5 No Re-subdivision: No Lot within the Property shall be re-subdivided; provided, however, that the boundaries of Lots may be adjusted so long as no additional Lot is created thereby and so long as any boundary adjustment is approved by the Architectural Committee.

6.6 Underground Utility Lines: All water, gas, electrical, telephone, television, 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.

6.7 Service Yards: All clothes lines, equipment, kennels, satellite dishes, TV antennas, service yards or 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.

6.8 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 sightly condition and in good repair.

6.9 No Noxious or Offensive Activity: No noxious or offensive activity shall be carried on upon any Property, nor shall anything be done or placed on any Lot within the Property which is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others.

6.10 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.

6.11 No Unsightliness: No unsightliness shall be permitted upon any Lot within the Property. Without limiting the foregoing:

a. Any unsightly structures, facilities, equipment, tools, boats, vehicles other than automobiles, objects and conditions shall be enclosed within an approved building or appropriately screened from view, except equipment and tools when in actual use for maintenance or repairs;

b. No trailers, mobile homes, tractors, truck campers, and trucks other than pickup trucks shall be kept or permitted to remain on the Property except in an approved building or garage;

c. No vehicle, boat, or equipment shall be constructed, reconstructed, repaired or abandoned upon any of the Property unless in an approved building or garage;

d. No lumber, grass, shrub or tree clippings, bales of hay, plant waste, metals, bulk materials, or scrap shall be kept, stored or allowed to accumulate on any Lot within the Property, except in service yards meeting the requirements of Section 5.7 or in the case of hay in a covered Building structure;

e. Refuse, garbage, or trash shall be placed and kept at all times in a covered container, and such container shall be kept within an enclosed structure or appropriately screened from view;

f. Utility meters or other utility facilities and gas, water or other tanks, and sewage disposal systems or devices may be kept and maintained within the Lots in the Property.

6.12 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. 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.

6.13 Rules and Regulations: No owner shall violate the rules and regulations for the use of the Property as adopted from time to time by the Association. No such rules or regulations shall be established which violate the intention or provisions of this Declaration or which shall unreasonably restrict the use of any Lot within the Property by the owner thereof.

6.14 Structures - General: No structure shall be erected, altered, placed, or permitted to remain on any Lot within the Property except those structures that are of permanent construction and are newly constructed, provided, however, that suitable used materials may be utilized in new construction. All structures shall be completed within twelve months of commencement of construction. All dwellings and structures within the Property shall conform to the following standards:

a. Dwellings must occupy more than 1,200, but not more than 6,000, square feet of the surface of a Lot and must include

more than 1,800 square feet of living area, all exclusive of garages, patios, balconies, porches. In addition dwellings must have an attached two or more car garage.

b. All residences shall be not less than twenty feet (20') feet in width.

c. All residences shall have roofs with pitches of not less than one foot (1') of rise for every four feet (4') of horizontal run.

d. All residences shall be constructed on mortared-block or concrete foundations with adequate openings for access and ventilation.

e. All residences shall conform to applicable Department of Housing and Urban Development (HUD) regulations if manufactured off site.

f. Metal siding on all residences shall run in a horizontal or diagonal direction and shall be lapped. Wood siding may run in either a horizontal, vertical, or diagonal direction.

g. Structures shall not have reflective siding or roofing.

h. Manufactured Kit Homes may be constructed if approved by the Architectural Committee.

i. Modular Homes and Manufactured Homes shall not be installed or erected on any Lot.

j. No residence or other above-ground improvement on any Lot within the Property shall rise more than 27 feet as measured from the average grade level adjoining the structure.

6.15 Location of Structures within Lots: All structures within Lots shall be located within the building envelope identified upon the Plat.

6.16 Non-Resident Owners: Non-resident owners may not stable or pasture horses unless care and feeding arrangements are made.

6.17 Maintenance of Animals: A reasonable number of generally recognized house or yard pets and horses shall be allowed to be maintained on any Property subject to the following provisions:

a. Dogs: All dogs will be required to remain on a leash at all times when they are not constrained within a house, within a run, or within the boundaries of a Lot within the Property.

b. Horses: Not more than two (2) adult horses may be stabled, pastured, or otherwise maintained per Lot within the Property. Horses must be kept in appropriate areas by means of stock guard or fence. A foal by definition is an adult horse at six months of age. Owners are to prevent overgrazing and trampling of areas surrounding residences.

6.18 Number and Location of Buildings: No buildings or structures shall be placed, erected, altered, or permitted to remain on any Lot within the Property other than one, single family dwelling house, one guest house within 80' of the principal

residence, one attached garage, and a maximum of two other structures which may be used as a workshop, storage shed, animal shelter, kennel, stable, or barn. No building site for any structures shall be improved without first being approved by the Architectural Committee.

6.19 Towers and Antennae: No towers and no exposed or outside radio, television, or other electronic antennae shall be allowed or permitted to remain on any Lot within the Property, except as provided for television antennae and satellite dishes in Section 5.7.

6.20 Used or Temporary Structures: No temporary structure, house trailer, mobile home, camper, or non-permanent out-building shall ever be placed or erected on any Lot within the Property except with the approval of the Architectural Committee during construction periods, and no dwelling house on any Lot shall be occupied in any manner prior to its completion without written approval of the Architectural Committee.

6.21 Waterways: Interference with ditch easements is prohibited as provided by §70-17-112 of the Montana Code Annotated. The flow of water through the Van Camp Ditch, Rattlesnake Creek, and any irrigation ditches on the Property shall not be encroached upon or impaired without prior written consent of the owner of the affected water right. The existing access for ditch maintenance along the Van Camp Ditch fifteen feet (15') from either side of its center line shall not be obstructed by structures, improvements, or landscaping and may be the site of ditch spoil during ditch maintenance. Respecting the Van Camp Ditch, Rattlesnake Creek, the Perkins Ditch, and any other irrigation ditches:

a. The owners of Lots within the Property shall not pump, siphon, or draw water without first acquiring a water right to do so.

b. Provided owners are afforded not less than 72 hours' prior notice of application of chemical additives to water, the owners of Lots within the Property shall have no remedy for damages caused by chemical additives within the water to control or kill moss, algae, weeds, or other plant life except in cases where such chemical additives are negligently or illegally applied,

c. All culverts shall have capacities sufficient to convey all waters likely to flow through them and shall not be of smaller capacity than the culverts at each approach to the Property from Montana Highway #278. Culverts shall be constructed with cement abutments or rock armor to prevent wash-outs.

d. The owners of water rights and ditch rights in the Van Camp Ditch and Rattlesnake Creek shall be consulted prior to landscaping any ditch banks and during the design of any ditches or other means of conveyance from the Perkins Ditch to any places of use or impoundments. No debris shall be thrown into any ditch.

e. Installation and maintenance of headgates where necessary for flood control purposes shall be an expense of the

Association to be allocated among the owners of Lots within the Property.

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

6.23 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.

There is presently a non-conforming use on Lot 56 of the Property consisting of a Manufactured Home. The existing non-conforming use on Lot 56 shall be entitled to continue, the restrictions within this Declaration notwithstanding, and may be improved or replaced with a Manufactured Home, a Modular Home, or a Manufactured Kit Home.

ARTICLE VII. Assessments

7.1 Lien for Assessments: The Association shall maintain the Roadway and Common Improvements. Declarant covenants, and by acceptance of a deed conveying, or by contracting to purchase a Lot, each owner covenants, whether or not expressed in any such deed or other conveyance, to be a Member of the Association and to be subject to the terms and conditions of this Declaration, particularly with respect to the assessments of the Association. All assessments of the Association, together with interest thereon at the rate of ten percent (10%) per annum from the date of assessment until paid, and costs of collection, including a reasonable attorney's fee, shall be a charge on the land and shall constitute a lien upon the Lot against which the assessment is made. Such lien shall be deemed perfected upon filing with the Beaverhead County Clerk and Recorder of an account of the assessments due, together with a correct description of the Lot to be charged with such lien, verified by affidavit, but any error or mistake in the account of description shall not affect the validity of the lien if the property can be identified by the description. The priority of such lien shall be determined as of the time of filing with the Clerk and Recorder, and it shall be deemed subordinate to all previously recorded or filed interests. Each such assessment, together with interest thereon, and all costs of

collection, as mentioned above, shall also be the personal obligation of the owner of such Lot at the time when such assessment became due. The Association may establish additional rules concerning the collection of assessments.

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

- a. Roadway maintenance
- b. Snow removal
- c. Insurance and fire protection
- d. Taxes
- e. Maintenance and enhancement of Common Improvements
- f. Collection and enforcement costs
- g. Utility expenses
- h. Expenses related to distribution of irrigation water
- i. Legal and accounting expenses
- j. Association social functions

7.3 Amount of Assessments: Each Lot within the Property shall be assessed an amount annually, initially \$65.00 per Lot, payable within thirty (30) days of mailing of a notice of assessment, as may 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.

ARTICLE VIII General Provisions

8.1 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 enforceability of any other provision of this Declaration.

8.2 Captions: The captions and headings in this instrument are for convenience only and shall not be considered in construing any provision, restriction, covenant or condition contained in this Declaration.

8.3 Enforcement: Failure to enforce any of the restrictions, rights, reservations, limitations, or covenants contained herein, or in any Supplemental or Amended Declaration, shall not in any event be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. Upon the violation of any of the covenants or restrictions set forth herein, any owner of a Lot within the Property or the Association may bring an action to enjoin and restrain said violation or collect damages or other dues on account thereof. In the event of such litigation, the prevailing party shall be entitled to a reasonable attorney's fee.

