

**AMENDED
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF THE
KING RANCH HOMEOWNERS ASSOCIATION**

THIS DECLARATION, made this 9th day of October, 2019 by the King Ranch Homeowners Association, which is the successor in interest to Declarant, BUD KING CONSTRUCTION CO., and desires to amend the Declaration of Covenants, Conditions and Restrictions dated 19 April 1995 (Book 439 Pages 615-630) and Amended Declaration of Covenants, Conditions and Restrictions dated 26 April 1996 (Book 475 Pages 0555-0570), Exhibit "A" King Ranch Design Standards and Guidelines dated 5 June 1996 (Book 475 Pages 0571-0585) , Exhibit "A" AMENDED King Ranch Design Standards and Guidelines dated 27 May 1997 (Book 506 Pages 0236-0243), and Amended Declaration of Covenants, Conditions and Restrictions dated 22 May 1997 (Book 506 Pages 0231-0235) as hereafter amended;

WITNESSETH:

WHEREAS, the King Ranch Homeowners Association has approved these amendments on the 21st day of October, 2019 by a majority of members.

WHEREAS, the King Ranch Homeowners Association is the homeowners association and subdivision for certain property in the city of Frenchtown, County of Missoula, State of Montana which is more particularly described as follows and hereinafter referred to as the **"King Ranch Homeowners Association"**:

All the lands embraced within the Missoula County Subdivision plat of King Ranch Phase I (Subdivision Book 19 Page 84) and Missoula County Subdivision Plat of King Ranch Phases II and III (Subdivision Book 20 Page 51), here in referred to as the King Ranch Homeowners Association.

WHEREAS, Declarant desires to amend said Covenants, Conditions, and Restrictions;

NOW, THEREFORE, the King Ranch Homeowners Association hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner hereof.

ARTICLE I DEFINITIONS

Section 1. "**ASSOCIATION**" shall mean and refer to the KING RANCH HOMEOWNERS ASSOCIATION, its successors and assigns. Declarant reserves the right to incorporate the association as the King Ranch Homeowners Association, Inc. or such other name as may be acceptable to the Secretary of State of Montana. In the event of incorporation, the corporation shall have all the rights of the Association hereunder.

Section 2. "**OWNER or HOMEOWNER**" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "**PROPERTIES or SUBDIVISION**" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. Declarant represents that the Properties whose plat were previously described were developed in three (3) phases. The phases shown on the plats are Phase I including Lots 1-8 (Mullan Road), Phase II including Lots 25-36 (St. Andrews Place), and Phase III including Lots 9-24 (Wild Goose Lane). The three Phases comprise in whole the King Ranch Subdivision.

Section 4. "**COMMON AREA**" shall mean all real property (including the improvements thereto) owned by the King Ranch Homeowners Association for the common use and enjoyment of the Owners. The Common Area owned by the Association is designated as "**COMMON AREA**" on the Missoula County Subdivision Plat of King Ranch Phases II and II (Subdivision Book 20 Page 51) ***and shall be owned by the Association prior to the time of the conveyance of the first lot, and shall also include the multi-family water system constructed on each of the three (3) phases of property, including any wells, pump houses, storage areas, mains and other parts of said water systems including roads, telephone, electric, utility easements, pedestrian easements, signs and mail boxes.***

Section 5. "**LOT**" shall mean and refer to any plat of land shown upon any recorded subdivision maps of the **PROPERTIES** with the exception of the **COMMON AREA**.

Section 6. "**DECLARANT**" shall mean and refer to the King Ranch Homeowners Association, its successors and assigns.

ARTICLE II PROPERTY RIGHTS

Section 1. **OWNER'S EASEMENTS OF ENJOYMENT.** Every Owner shall have a right and easement of enjoyment in and to the **COMMON AREA** which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable assessments of fees for use of the water system for each of the three (3) phases as approved by the Board of Directors from time to time as hereinafter provided. The right of the Association to charge reasonable assessments of fees for maintenance, natural preservation, insurance and other costs related to the Common Area, roads, mail boxes, snow removal;

(b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the **COMMON AREA**;

(c) the right of the Association to suspend the voting rights and the right to the use of the water system or to the recreational facilities situated upon the Common Area by an **OWNER** for any period during which any fine or assessment against the **OWNER'S LOT** remains unpaid; and for a period not to exceed sixty (60) days with regard to the use of any recreation facilities for any infraction of any published rules, covenants and regulations of the Association;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two thirds (2/3) of the total membership or twenty four (24) Lot Owners agreeing to such a dedication or transfer has been recorded; and

(e) the right of the Association to enforce the provisions of the Declaration by any lawful means, including proceeding in law or equity, against any party violating or attempting to violate any provision herein, whether to restrain violation, compel compliance or recover damages or fines. The violator shall be required to pay any and all expenses incurred herein, including reasonable attorney fees. ***No liability shall be attached to the Association or any person acting in its behalf in acting in good faith pursuant to this Declaration.***

Section 2. **DELEGATION OF USE.** Any Lot Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contact purchasers who reside on the property.

Section 3. **ACCESS.** Several of the **LOTS**, subject to this Declaration, adjoin the present day King Ranch Golf Course. ***The King Ranch Golf Course for golfers utilizing the golf course reserves the right of reasonable ingress and egress to said LOTS adjoining the golf course for the purpose of retrieving errant balls. The OWNER of each of the LOTS adjoining the golf course shall also agree that the OWNER shall assume the risk of any damage caused by golf balls from errant shots on the golf course. Additionally, all domestic animals shall be controlled as they are not allowed on any areas of the King Ranch Golf course.*** One (1) exception being the **Easement Agreement (Book 513 Pages 0154-163 dated 8 August 1997)** between the King Ranch Golf Course (Ockler Cornerstone) and the King Ranch Homeowners Association.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. **ASSOCIATION MEMBERSHIP.** Every OWNER of a LOT which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment.

Section 2. **MEMBERSHIP VOTING RIGHTS.** The Association members shall be all thirty six (36) property LOT OWNERS in the Subdivision with the exception of the Association itself and shall be entitled to one (1) vote for each LOT owned. When more than one person holds an interest in any LOT, all such persons shall be members. The vote for such LOT shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) LOT.

ARTICLE IV COVENANTS FOR MAINTENANCE ASSESSMENT

Section 1. **CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** ***Let it be known that ALL thirty six (36) Lots on the Subdivision have established and have completed residences. Any new residential construction will be due to the demolition and removal of existing residences. All Architectural Standards shall be applied to any new construction.***

The Association, for each improved LOT owned within the Subdivision hereby covenants, and each OWNER of any LOT by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) bi-annually assessments or charges for the use of the water distribution system and those items required by the Montana Department of Environmental Quality (DEQ), the Montana Department of Natural Resources (DNRC) and Missoula County located within the phase in which the LOT is located;

(b) bi-annual assessments or charges for the maintenance of any roadways utilized by Phases II and III, including snow removal, cleaning, repairs and replacement of the roadways located with in the phase in which the LOT is located;

(c) bi-annual assessments or charges for the maintenance, repair, and replacement of the storm drainage sumps located within the phase in which the LOT is located;

(d) water distribution system, roadway, drainage sumps, mail box and special assessments are to be established for Long and Short Term Capital Improvement or reserve funds for improvement in property values and collected as hereinafter provided.

The annual assessments and special assessments for Long and Short Term Capital Improvement, together with interest, costs and reasonable attorney 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 such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. **PURPOSE OF ASSESSMENTS.** The assessments according to phase assignment and purpose of the King Ranch Homeowners Association will be segregated into separate accounts according to the specific assessment use.

The water assessments levied by the Association shall be used exclusively to maintain and operate the multi-family pump and water distribution systems owned by the Association. Operation and maintaining the water system including mandated water testing for Phases II and III for PWSID: MT0004158 and including the seasonal startup water testing (May 1) and

shutdown water testing (October 1) of Phase I or if conditions such as flooding of the Clark Fork River predicate increased testing for Phase I in the name of public water safety.

Private roadway assessments for Phases II and III,

Storm Drain assessments for Phases II and III,

The assessments levied by the Association shall be used exclusively by type to (1) maintain and operate the multi-family pump and water distribution system, (2) to maintain, repair, and replace the private roadways of Phases II and III, (3) to maintain, repair, and replace the storm drainage sumps located within Phases II and III, and to (4) maintain, repair, and replace the private USPS centralized residential mailboxes located on Phase I, Phase II, and Phase III respectfully (5) any and all needs related to the **COMMON AREA**.

The assessments will promote the recreation, health, safety and welfare of the residents in the Association and for the improvement, construction, establishment, repair, maintenance and other expenses of all areas of the Association including the Common Area (including maintenance and preservation of the Native Growth Plant Life), real property taxes, utilities, insurance, etc. Assessments may also be levied to pay for any professional services or consultation incurred by the Association in carrying out its duties.

Section 3. **ANNUAL ASSESSMENT.** The annual assessment may be paid in two equal bi-annual payments. Said bi-annual payments are referred to herein as "bi-annual dues".

(a) The maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment from the previous year without a majority vote of the membership at a general meeting duly called for that purpose.

(b) The maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of the membership attending a general member meeting duly called for that purpose who are voting in person or voting by *notarized proxy*.

(c) The Association Board of Directors may fix the annual assessment in an amount not in excess of the maximum annual assessment without a majority vote of the thirty-six (36) Subdivision membership.

Section 4. **SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in

part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, **provided that** any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by notarized proxy at a **general meeting** duly called for this purpose, and who are Owners of Lots within the phase or phases affected by the special assessment.

Section 5. **EXCEPTION TO MAXIMUM ASSESSMENT LIMITATION.** The limitations of maximum annual assessment under section 3 of this Article, and Special Assessments under Section 4 of this Article shall not apply with respect to a Special Assessment against a member imposed by the Association Board of Directors to reimburse the Association for costs and attorney fees incurred in bringing the Owner of a residence and/or Lot into compliance with the provisions of this Declaration.

Section 6. **NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 OR 4.** Written notice of any general association meeting called or the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than forty (40) days in advance of the meeting.

When such general association meeting is called, the presence of HOMEOWNERS or of **notarized proxies** of HOMEOWNERS will be fifty percent (50%) of all HOMEOWNERS affected within the phases affected in order to constitute a legal general meeting, this shall constitute a quorum.

If the required quorum is not present, another meeting will be called effective 30 days from the date of the first meeting in which a fifty percent (50%) quorum was not present. The required quorum for the subsequent meeting will be one-half of the required quorum at the preceding meeting or twenty-five percent (25%).

No subsequent general association meeting shall be held after the second general association meeting whereas a second quorum has not been met. An immediate meeting of the five (5) members of the board will take place to address all items on the general meeting agenda.

Section 7. **UNIFORM RATE OF ASSESSMENT.** All regular assessments must be fixed at a uniform rate for all LOTS within the phase affected and may be collected on a bi-annual basis.

Section 8. **DATE OF COMMENCEMENT OF ASSESSMENTS - DUE DATES.** Two installments of the bi-annual dues and any assessments are payable upon receipt of the billing

statements. ***First Billing Period (Jan 1 - Jun 30) with dues and assessments payable on or before Jan 31. Second Billing Period (Jul 1 - Dec 31) with dues and assessments payable on or before Jul 31).***

The Association shall, upon demand, and for a reasonable charge, furnish a statement or certificate signed by an officer of the Association setting forth whether the assessments on a specified LOT have been paid.

Section 9. EFFECT OF NONPAYMENT OF ASSESSMENTS - REMEDIES OF THE ASSOCIATION. In any case of nonpayment of dues and/or assessments by a homeowner the King Ranch Homeowners Association will notify each delinquent homeowner by mail within one week past the assessment due date. Each individual homeowner will be required to pay any assigned and all notification costs incurred by the King Ranch Homeowners Association. Any assessment or dues not paid within sixty (60) days from the billing submission date will result in the King Ranch Homeowners Association filing a lien in the amount of the entire calendar dues and/or assessments, the interest, the lien filing amount, the lien release amount, and incidental costs associated with the certified mailing, the lien filing and release process costs.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. Unpaid assessments, plus interest, costs and attorney fees shall create a lien on the property. The Association may bring an action at law against the OWNER personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, non-use of the public water system or abandonment of their Lot.

Section 10. ASSESSMENTS FOR COMMON AREA LIGHTING, WATER, NATURAL GROWTH AND UTILITIES. Maintenance of the Common Area shall be the responsibility of the King Ranch Homeowners Association. The Association reserves the right to impose assessments which may be assigned periodically by the board ***in addition*** to those assessments described and assigned in Article IV Section 4 for each residential site in the Subdivision in order to provide necessary funds to pay the cost for Common Area lighting, water, natural area maintenance and utilities in the Subdivision and the reasonable maintenance of such facilities. The proceeds of such assessments shall be used only for the purposes herein provided and may be prorated, assessed and collected in the same manner as set forth hereinabove with respect to any other assessments provided herein.

Section 11. **SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on the LOT. However, the sale or transfer of any LOT pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 12. **REAL PROPERTY TAXES.** King Ranch Homeowners Association is presently tax exempt from State of Montana taxes, Federal income taxes and Missoula County property taxes concerning our Common Area due to our non-profit status. If future events occur which change these present day conditions the following will be in effect:

In the event real property taxes shall become delinquent on the Common Area, the total amount of the delinquent taxes shall be divided equally among ALL thirty-six (36) Owners of the King Ranch Subdivision, and said portion of each Owner's share of delinquent taxes shall be a lien on said Owner's Lot to the same extent as if the delinquent tax was on the Owner's Lot. Alternately, the Association may, in its sole discretion, declare the debt to be a debt of the Association and levy a special assessment to collect the cost of payment thereof.

Section 13. **COMMON AREA MAINTENANCE RESPONSIBILITY.** Maintenance of the Common Area shall be the responsibility of the Association. The Common Areas which are primarily native growth shall be maintained periodically ***as funded by the association board in Article IV Section 10.*** The construction of a club house, benches, playground equipment and the amenities commonly used in a park may be permitted after approval by the Architectural Control Committee. Trees, shrubbery, plants, soil and natural growth shall not be unnecessarily disturbed.

Section 14. **NATIVE GROWTH PROTECTION EASEMENTS MAINTENANCE.** The Association shall be responsible for maintaining all aspects of the Common Area in respect to native growth required by State of Montana, federal and/or local governmental agencies or authorities, or as required in the plat of the Subdivision. The native growth not within Common Area located within individual Lots place certain restrictions on the Owners of said Lots. The restrictions are set forth on the plat of the Subdivision, and include the obligation to leave trees and other vegetation within the Common Area undisturbed unless written permission is obtained from the King Ranch Homeowners Association. Example: Common Area Cottonwood trees have proven to damage Lot Owner's properties from wind blow over or by death and decay. It is the Lot Owners responsibility to notify the King Ranch Homeowners

Association prior to any event that causes damage to LOT OWNERS property so as the association will have time to properly remove any tree potentially hazardous to property or life. Otherwise the association takes no responsibility in the Common Area tree damages caused to property or life on LOT OWNER property.

Any and all vehicular traffic both motorize or non-motorized in the Common Area native growth areas is strictly prohibited. Violators are to be charged with criminal trespass.

Vehicular traffic and vehicular use for and approved by the Association board for Common Area maintenance will be allowed for any approved project or association improvement.

Burn piles are to be comprised of ONLY Common Area native growth will be permitted to be burned in the Common Area at appropriate times of the year as the State of Montana and Missoula County Laws permit.

Horses, cows, goats, sheep or any other ungulate will be not be allowed to graze in, around or on the Common Area.

ARTICLE V ACCEPTANCE OF COVENANTS AND ARCHITECTURAL CONTROL

In consideration of the acceptance hereof by the Owners to deeds to each of thirty six (36) Lots in the King Ranch Homeowners Subdivision included in Phases I, II, and III, their heirs, devisees, personal representatives, successors, and assigns, and all persons or concerns claiming by, through or under such grantees, they declare to and agree with each and every person who shall be or who shall become an Owner of any of said Lots, that said Lots shall be and hereby are bound by the covenants set forth herein, and that the Lots included in said Subdivision shall be held and enjoyed subject to and with the benefit and advantage of the protective covenants, restrictions, limitations, conditions and agreements hereinafter set forth.

Section 1. **OWNERSHIP, OCCUPANCY AND USE.** No Lot or any part thereof in said Subdivision shall be used or occupied for any purpose other than as ***a single family residence***. No LOT shall be divided. The premises shall not be used or occupied by other than a single family and family servants, and shall not be used for other than residential uses. The conduct or carrying on of any manufacturing, trade, business, commerce, industry, profession, short term rental or vacation rental of a residence (including VRBO or Airbnb), or other occupation whatsoever, upon any such Lot or any part thereof, or in any building or other structure thereon erected, shall constitute a breach of this restriction.

Section 2. **RESIDENTIAL SITE.** No portion of any one full Lot in the Subdivision shall be owned, used or occupied except as a part of a single residential site.

Section 3. **NO SUBDIVISION.** No Lot or contiguous group of Lots shall ever be divided, resubdivided, or replatted in any manner.

Section 4. **ARCHITECTURAL CONTROL.** For the purpose of further insuring the development of the lands and COMMON AREAS in this Subdivision as a residential area *of high standards*, the Association reserves the right to control the buildings and structures which have been placed on each of the thirty six (36) residential sites. The Owner or occupant of each LOT, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, no shed, no playhouse, no wall, no fence, no lamp post, no swimming pool, no structural additions or other structure shall be placed upon said premises unless and until the plans, specifications and plot plan have been approved in writing by the Association or its nominee.

The King Ranch Homeowners Association Board shall act as the Architectural Control Committee to perform the duties specified in this Section. Application for approval of plans to the Architectural Control Committee may be required to be accompanied by a fee established by the Architectural Control Committee. The application fee shall not exceed two hundred dollars (\$200.00). Each such building, wall, fence, swimming pool, sign or other structure shall be placed on the premises only in accordance with the plans and specifications and plat so approved in writing. Refusal or approval of plans and specifications may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall deem sufficient. No alteration of the exterior appearance (including without limitation, the color of any buildings or structures) shall be made without like written approval of the Architectural Control Committee. All additions to existing buildings and other structures must be designed by an architect, who is either registered to practice in the State of Montana, or is a designer approved in writing by the Architectural Control Committee.

In connection with said approval, complete plans and specifications of all proposed buildings, structures (including all concrete and masonry walls), and exterior alterations, together with detailed plans showing the proposed location of the same on the particular building site, shall be submitted to the Architectural Control Committee, before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the Architectural Control Committee.

All plans and specifications for such approval must be submitted **at least thirty (30) days prior** to the proposed construction starting date. A set of approved plans must be on the job site at all times. The Architectural Control Committee may, at its sole option, require verification by a licensed architect, engineer or surveyor that the structure complies with the submitted plans and specifications.

As to all improvements, construction and alterations within the property, the Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations, which is not suitable or desirable in the opinion of the Architectural Control Committee for any reason, aesthetic or otherwise, and in so passing upon such design, the Architectural Control Committee shall have the right to take into consideration the suitability of the alteration within the property or other types of construction. All materials used and the exterior color schemes to the site upon which it is proposed should blend into the harmony thereof with the surrounding Lots, landscapes, and surrounding structures will have on the view of surrounding Lot sites. The final decision of the Architectural Control Committee shall consider all aspects about how said construction, improvement, or alteration will affect the desirability or suitability to improve the property values within the subdivision.

Should the Architectural Control Committee fail to approve or disapprove the plans and specifications submitted by an Owner of a residential site within the Subdivision within thirty (30) days after written request therefore, then such approval shall not be required; provided, however, that regardless of such approval or lack of it, no building, wall, fence, sign, swimming pool or other structure shall be erected or be allowed to remain on any residential site which violates any of the covenants or restrictions contained in the Declaration.

Section 5. **MINIMUM SIZE REQUIREMENTS ON NEW CONSTRUCTION.** No building shall be allowed on any residential site in the Subdivision except one single-family dwelling house with a minimum of a double garage, all for the use and occupancy of one immediate family and attendant bona fide domestic servants only. All garages, golf garages, storage areas, tool cabins, garden houses, etc., must be attached to said dwelling house and be constructed so as to constitute one building. No auxiliary building will be allowed. Said one-floor dwelling house shall have a fully enclosed living area of not less than one thousand five hundred (1,500) square feet. A multi-level dwelling of above ground living area shall have a one thousand eight hundred (1800) square feet of above ground living area. **NOTE: For purposes of clarification, the term "multi-level dwelling or residence" shall include two-story split foyer, split entry and bi-level residences.** In computing such minimum area, any garage, golf garage,

open porches, basement or auxiliary buildings shall not be included in the minimum square footage. No such dwelling house shall exceed two (2) stories (excluding basement) or be more than thirty (30) feet in height, without prior written approval of the Architectural Control Committee.

Section 6. **RECONSTRUCTION.** All reconstruction of properly authorized improvements on any residential site which shall have been commenced, shall be diligently pursued to completion thereof in a manner and at a rate reasonably consistent with building standards prevailing in the Missoula County area relating to high quality construction of a similar type, and in no event shall the period of construction of any improvement exceed nine (9) months from the date of commencement of construction to completion as to external appearance, including finished painting and landscape replacement. No structure or vehicle, other than a completed permanent dwelling house as contemplated by these restrictions and limitations shall be used on any Lot at any time as a residence, either permanently or temporarily. No auxiliary building shall be allowed during or after construction. Unless otherwise specifically authorized in writing by the Architectural Control Committee upon a showing of good cause, no building shall be erected upon any residential site so that any part thereof, including eaves and overhangs, shall violate any governmental regulations or otherwise be:

Section 7. **RESIDENCE OR DWELLING LOCATION.** No residence shall be located on any LOT closer than twenty-five (25) feet from the street right-of-way, or within ten (10) feet of any other property lines as defined by Missoula County Subdivision plat of King Ranch Phase I (Subdivision Book 19 Page 84) and Missoula County Subdivision Plat of King Ranch Phases II and III (Subdivision Book 20 Page 51).

Section 8. **PLANTINGS and FENCES.** No hedge over four (4) feet in height, nor any open type fence over four (4) feet in height, nor any solid fence, wall or other structure over three (3) feet in height, shall be constructed, erected, placed, planted, set out, maintained or permitted on any residential site. Fencing is to follow existing boundaries and be entirely within the property Owners property lines. Fencing is not to exceed twenty-five percent (25%) of the back of any particular Lot. *Fencing is not allowed within or on the boundaries designated open space areas of the Common Area.* Trees, shrubbery and other plantings, not constituting a hedge or other solid screen shall be exempt from the height restrictions imposed by this paragraph, if the location thereof fence or hedge is approved in writing by the Architectural Control Committee. The Association may impose such conditions upon the granting of such approval as required.

Maintenance and repair of private fences is the full responsibility of each individual Lot Owner subject to the conditions and requirements defined in this Declaration. It is the **individual Lot Owners responsibility** to weed, maintain and repair **both sides** of the Owners fence or plantings.

Absolutely no fences or hedges will be allowed at the front of any LOT.

All fences must be maintained in proper condition, including but not limited to, cleaning and treatment to prevent moss and mildew growth, fading stain or peeling paint.

Section 9. **EXTERIOR DWELLING or RESIDENCE COLORS.** The exterior color palette of all buildings must be approved by the Architectural Control Committee. The exterior color palette of all residential buildings should be subdued in intensity, with color tones tending to the neutral end of the color value scale. Colors must blend with the overall scheme of the subdivision.

Section 10. **GARDENS.** Garden areas will not exceed twenty five percent (25%) of the remaining Lot area not utilized by the Lot residence and driveway.

Section 11. **VEHICLES AND RECREATIONAL EQUIPMENT.** No truck or commercial vehicle (except Police and other governmental automobiles), mobile home, motor home, semi, house trailer, utility trailer, camper, camping trailer, golf cart, boat, boat trailer, motorcycle, ATV or other recreational vehicle or equipment, storage container, inoperative unsightly vehicle, unlicensed vehicle, commercial semi trailer, horse trailer, bus, passenger vehicle without current registration, van (other than a passenger van), or the like shall be permitted to be parked or to be stored at any place on any portion of any Lot or remain or be parked on the access streets of Mullan Road, St. Andrews Place or Wild Goose Lane within the Subdivision, except when conducting business, unless they are parked within a garage. For the purposes of this provision, the following definitions shall apply:

“Truck” means a vehicle with any sort of weight capacity, which has a compartment or bed for carrying cargo, as opposed to passengers. Regardless if such vehicle has a cover or “topper” for the cargo-carrying area, it shall be deemed to be a truck. Trucks with a cargo capacity of one ton or less shall be permitted on a Lot.

“Commercial Vehicle” means any vehicle which, from viewing the exterior of the vehicle or any portion thereof, shows any commercial markings, signs, displays, or otherwise indicates a commercial use.

This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles used for pickup, delivery, and repair and maintenance of a Lot, *nor to any trucks and pickups owned by the Declarant or LOT OWNERS.*

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association may be towed by the Association, at the sole expense of the owner of such vehicle or recreational equipment, if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7) day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

Parking is strictly prohibited on the Common Area access roads within the street right-of-way in Phases II and III.

Guests Staying in MOTOR HOME or RECREATIONAL SLEEPING TRAILER. Owners who have visiting guests intending to stay in such a Vehicle, may secure written permission from the Board for such guests to park the Vehicle upon the Lot owned by the Owner for a maximum period of ten (10) days. Vehicle will be parked on LOT Owner's driveway and not on Common Area roads. Such a privilege shall only exist, however, after the written permission has been obtained from the Board.

MOTOR HOMES, RECREATIONAL SLEEPING TRAILERS, or BOATS will remain no longer than three (3) days on a Lot Owners property for maintenance, repair, cleaning, outfitting or loading/unloading.

Section 12. **MAINTENANCE or IMPROVEMENTS.** Lot Owners shall maintain their residences and all other improvements, including, without limitation, residential walls, doors, windows, decorative fencing, screen enclosures, driveways and accessory Structures, in good appearance and safe conditions, and the repair of any damage, deterioration or evidence of wear and tear on the exterior of any Dwelling Unit (residence) or other Structure shall be made in a timely manner. Examples: Every exterior of every association dwelling must be kept in good repair. No excessive peeling paint, rotting wood, missing wood, missing shingles, loose or missing siding, mold or mildew showing on home, torn screens, hanging shutters, dented garage doors, or broken windows or doors.

In the event a Lot Owner fails to maintain the improvements as herein described, If necessary, the Association will send written notice declaring the property unsightly, and will give the homeowner a reasonable length of time to make repairs.

If the repairs are not completed in a timely manner, written notice will be sent by the association and the association will issue fines each month until the work is completed.

Section 13. **ROOFING MATERIALS AND SIDING.** All new construction and replacement roofs shall be of a synthetic, asphalt, fireproof product that conforms to the shingled roofs its neighboring homes. This does not restrict repairs or additions to existing roofs, nor does it require replacing existing roofs in good repair. Color samples for replacement roof materials shall be submitted to the Architectural Control Committee for approval. Replacement of less than 40% of an existing roof is considered a repair. Roof shall not be constructed with aluminum or steel sheet roofing. The Architectural Control Committee must approve any roof which will be roofed in a different color, shingle style, or size of shingle.

Section 14. **TRASH.** No trash, refuse pile, sand pile, gravel pile, wood pile, vehicles, underbrush, compost pile, or other unsightly growth or objects shall be allowed to group, accumulate or remain on any Lot so as to be a detriment or unreasonable annoyance to the Subdivision or become a fire hazard. In the event any such condition shall exist upon any Lot, the Association, or its nominee, may enter upon said Lot and remove the same at the expense of the Owner who, on demand, shall reimburse the Association, or its nominee, for the cost thereof, and such entry and removal shall not be deemed a trespass. .

Section 15. **TRASH CONTAINERS.** According to pickup schedules for each Phase of the King Ranch Subdivision or scheduled pickup days, garbage containers may not be put out to the curb until 3:00 PM the night before collection and all empty garbage containers are to removed and stored away by midnight on the day of collection.

All waste containers must be kept out of sight from the street, and must be kept either concealed in the garage, behind fences, to the backside of the dwelling or from street view. Keeping any of your trash, yard waste or recyclables containers on the side of your house behind a shrub or plant of any kind is not permitted. Each time that trash containers are not removed from sight by the end of garbage day shall constitute a separate violation, and fines or other penalties may be imposed by the Board for such violations.

Section 16. **CLOTHESLINE.** No Owner or occupant of any residential site shall place or permit a clothesline or clotheslines thereon which are visible from any place outside the premises.

Section 17. **UTILITIES.** All utilities, on and in public dedicated areas, private property, or on and in the Common Areas, including water, sewer, natural gas, storm sewer, and power shall be installed underground in compliance with all Governmental regulations for the installation and maintenance of the same. No lines or wires for the transmission of current, for internet, for television, or for telephone use shall be constructed, placed, or permitted to be placed upon any residential site outside the buildings thereof unless the same shall be underground or in the conduit attached to a building.

Section 18. **NUISANCES.** Nothing shall be done or maintained on any Lot or other residential site which may be or become an annoyance or nuisance to the neighborhood or *to the golf course*. No livestock, animals, poultry or fowl shall be kept on any Lot or other residential site other than domestic animals or birds of the type and species generally recognized as common indoor household pets (See Section 25. **ANIMALS OR HOUSE PETS.**), such as dogs, cats, canaries and parakeets which are kept on said property solely as household pets, provided that no such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any Lot or residential site.

Section 19. **SIGNS.** No signs of any kind (expressly political advertisement or advertisement signs) shall be placed on any Lot or residential site in the Subdivision where the same is visible from outside of the premises, except in accordance with such rules and regulations as may from time to time be adopted by the Architectural Control Committee. In the absence of such rules and regulations, no signs whatsoever other than conventional house numbers (whose minimum size will be four (4) inches) indicating the address of the premises shall be placed on any Lot or residential site.

FOR SALE, OPEN HOUSE, and MODEL HOME signs and banners are not to be permanently displayed. OPEN HOUSE and/or MODEL HOME signs are to be removed when the home is not being shown. FOR SALE signs will be removed no longer than ten (10) days after the sale of any residence.

Section 20. **MAILBOXES.** No residential mailbox shall be installed on any subdivision Lot. A USPS approved mail cluster box is provided for each of the three King Ranch Subdivision phases. The purpose of the USPS mail cluster boxes are for mail distribution only. A USPS

cluster box is provided for LOT OWNERS residing on Phase I (Mullan Road), on Phase II (St. Andrew Place) and on Phase III (Wild Goose Lane). Each Lot Owner is given two (2) identical, unique mail keys with identical serial codes specific to the homeowners LOT. These two mail keys shall be considered valid evidence that the homeowner is duly authorized to remove any contents from the assigned mailbox . In the event of death or incapacity of the homeowner, an agent representing the King Ranch Homeowners Association will require appropriate documents *in written form* from Probate court, the executor of the estate or in person their trustee, sheriff or other similar person must be present before the Association releases mail or packages to a requesting party.

- Upon Sale of House the homeowner agrees to return the two assigned keys to the King Ranch Homeowners Association to be given to the new owners of the LOT or the assigned keys will be transferred upon sale via the Title Company facilitating the sale and transfer of the residence. Duplicated keys will not be accepted.
- In the event replacement keys are required: the first replacement key cost will be \$15.00. The second replacement key cost will be \$20.00. The third key cost will be \$25.00. Unlimited keys are available for each mailbox. After a total of two replacement keys have been issued for any one mailbox represented by one (1) Lot Owner it is mandated that a new lock and two different identical keys be issued and installed for this specific mailbox upon the sale or transfer of ownership of any one (1) Lot or residence. Cost of a new lock and two identical keys is \$65.00. Rational: This action protects the new homeowner from possible mail theft due to negligence of the previous property Owner in the loss of multiple keys.
- Claims and Causes for Action. The LOT Owner(s) agree to protect, indemnify, defend and hold harmless the King Ranch Homeowners Association for any and all losses, damages, expenses, including actions of every type and character arising out of or in connection with the use of their assigned Lot mailbox.

Section 21. **ASSESSMENTS FOR COMMON AREA LIGHTING, WATER AND UTILITIES.**

The Association reserves the right to impose assessments upon each residential site in the Subdivision to provide necessary funds to pay the cost for Common Area lighting, water and utilities in the Subdivision and the reasonable maintenance of such facilities. The proceeds of such assessments shall be used only for the purposes herein provided and may be prorated, assessed and collected in the same manner as set forth hereinabove with respect to any other assessments provided herein, and shall constitute a lien on the respective Lots and plats and an obligation of the Owner thereof, as herein provided.

Section 22. **DEVIATION.** The Association hereby reserves the right to enter into agreement with the grantee of any Lot or Lots (without the consent of the grantees of other Lots or adjoining or adjacent property) to deviate from the conditions, restrictions, limitations or agreements contained in this Declaration in certain particulars in a specific case, and any deviation, which shall be manifested in an agreement in writing, shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining Lots in the Subdivision and the same shall remain fully enforceable as to all other Lots located in the Subdivision. Example: Noise/Privacy fences on Mullan Road for St. Andrews Place owners and owners on Wild Goose Lane next to the Golf Course Club House, parking lot, and restaurant.

Section 23. **EASEMENTS.** Easements for installation and maintenance of utilities, sewage and drainage are hereby reserved on each Lot as shown on the final approved plats recorded in the Missoula County Subdivision plat of King Ranch Phase I (Subdivision Book 19 Page 84) and in the Missoula County Subdivision Plat of King Ranch Phases II and III (Subdivision Book 20 Page 51).

Section 24. **PLAYGROUND EQUIPMENT.** No playground equipment shall be placed on the front of a Lot visible from the street. Basketball stanchions are not considered playground equipment and are allowed as long as they are either portable or permanently placed whereby the basketball stanchion shall be permanently established in an area adjacent to the owners driveway with concrete or other material and placed ten (10) feet within the Lot owners property. Basketball hoops shall not be affixed to any portion of the house or garage.

Trampolines and play gyms shall be placed in the back of a lot. It is the LOT OWNERS responsibility to ensure such equipment is safely secured into the ground. Any damage caused by devices like this or similar to this to adjacent properties is the responsibility of the LOT OWNER.

Section 25. **ANIMALS OR HOUSE PETS.** No livestock, poultry or fowl, domestic or wild of any kind shall be placed, kept or maintained on any LOT or any part of the subdivision, except for domestic dogs and cats or customary house pets. For purposes hereof, "customary house pets" shall mean dogs and cats, domestic birds and fish, gerbils and hamsters whose only primary residence is inside the Lot Owner residence, Domestic dogs and cats will be kept on any of the LOTS/properties, and in no event may any animal or fowl be raised, bred or maintained for any commercial purposes. A total of three (3) dogs and/or cats may be kept or harbored at any residence. Any dog or cat permitted hereunder shall be kept within the LOT of

its OWNER ***unless leashed or properly fenced and under the immediate control of its OWNER.*** Dogs running free, barking excessively or to roam the subdivisions without supervision ***will not allowed.*** The LOT OWNER or person accompanying the animal must remove any and all animal waste deposited on the lawns, subdivision rights-of-ways and roads. Dogs pooping in other LOT owners properties will not be permitted and will be fined. Such animal will not be permitted to become a nuisance or annoyance to the adjacent neighbors, the **golf course** or neighborhood ***in any way.*** ***NO ANIMAL is permitted on the King Ranch Golf Course property at any time.***

No Owner shall permit any domestic animals to become a nuisance, annoyance or threat to other persons, King Ranch Golfers, or the wild animals by nature that inhabit the area surrounding and live on the subdivisions. If such animal should create any such nuisance or threat, and after notice by the Association Board in writing, if written nuisance continues and after three (3) written notices by the Association Board said animal or animals shall forthwith be removed from the said premises, and in the event of refusal to remove the same by the Owners or person in charge therewith, the same may be destroyed under the discretion of the Missoula County Animal Control or its agents.

Dogs may be walked on the King Ranch Golf Course / King Ranch Homeowners Association easement or the association Common Areas.

Section 26. **DRIVEWAY / CONCRETE WORK / WALKWAYS.** Driveways in the development are all aggregate concrete or asphalt. All replacement or repair of driveways must be completed using original materials. Submittal must be made for installation of any driveway and/or replacing or refinishing the same. Parking bays will not be permitted by the King Ranch Homeowners Association. Although the preferred material for concrete work is aggregate, other materials may be used for walkways accessing backyards such as concrete pavers or brick. All aggregate must be kept clean and free of moss. Driveway in need of repair require the written approval of the Architectural Committee for repair or replacement.

Section 27. **PATIO COVERS / AWNINGS.** No plastic or canvas patio covers will be permitted. Awnings directly attached to the residence will be considered on a case-by-case basis upon approval in writing from the Association Board after considering such conditions as esthetics, safety to adjacent properties, installation, retractability and ability to be repaired and cleaned. Awnings must be clean, free of mold and mildew, and must be stored in the closed position (against the house) when not in use. Patio umbrellas should be seasonal and taken down

before wind storms and during the winter months. Tarps are not allowed in any location that can be viewed from any other residence, yard, Lot or the King Ranch Golf Course.

Section 28. **YARD MAINTENANCE.** Each owner is required to maintain their yard in a manner consistent with the standards of the King Ranch Homeowners community. These standards include: keeping your lawn mowed, raked and weeded; edging and sweeping the sidewalks; weeding and edging the flower beds, ***elimination of weeds from lawn areas***, and pruning the shrubs and trees. Some yard projects require materials such as bark, mulch or soil to be dumped in the driveway. These materials cannot be stored in your driveway for longer than ten (10) days unless previously approved. If these yard maintenance standards are not upheld, we will contact you in writing to ask that you comply with the standards. If the situation is not corrected or completed within 10 days from the date of the letter a written notice will be sent by the association and the association will issue fines until the work is completed.

Section 29. **HOLIDAY DECORATIONS.** *Holiday decorations are encouraged by the King Ranch Homeowners Association.* Residents who put up holiday decorations must take them down no later than 60 days after the holiday has passed.

Section 30. **OWNER NUISANCES.** No person or persons will conduct themselves in a noxious or offensive manner or activity on or will be permitted on any of the Association properties or Lots. Nor shall anything be done thereon which may be or become an annoyance, perceived as threatening, or as an annoyance or nuisance to the neighborhood, subdivision, or the King Ranch Golf Course. Nor shall any premises be used in any way or for any purpose which may endanger the health or safety of or unreasonably disturb the residence of any Lot.

EXAMPLE: The discharge of any weapon from or on a residential Lot for any reason or purpose.

Section 31. **FIREWORKS.** The discharge of novelties, low-impact fireworks and consumer fireworks is discouraged by the King Ranch Homeowners Association. Absolutely no ignition of these items will be allowed in any manner in the natural areas of the Common Area.

Consumer fireworks shall not be ignited, discharged, or used by any person at any time, except on the day preceding, the day of, or the day after the 4th of July, New Year's Eve or a national holiday. On these holiday dates only, the ignition, discharge or use of consumer fireworks is permitted between the hours of 8:00 a.m. and 1:00 a.m. only if the holiday falls on a FRIDAY or SATURDAY. If the 4th of July, New Year's Eve or national holiday falls on Sunday, Monday, Tuesday, Wednesday, or Thursday (work days) the consumer fireworks shall

be permitted between the hours of 8:00 a.m. and 10:00 p.m. within the platted confines of subdivision.

No fireworks shall be ignited or discharged **within 40 feet of any building or residence**, or on any public street. Fireworks will be ignited or discharge on Owners Lot possessing said fireworks.

The association mandates that all discharged novelties, low-impact fireworks and consumer fireworks debris be cleaned from discharge area within one (1) day of celebration.

At no time shall any aerial fireworks display fall on any adjacent lots or adjacent residential roofs to pose a fire hazard.

It is highly recommended that all minors shall be prohibited from possessing, using, igniting or discharging consumer fireworks unless in the presence of competent adults.

It is highly recommended that no person shall use low-impact, aerial, bottle rockets or consumer fireworks while under the influence of alcoholic liquor or a controlled substance or both.

Section 32. **CHILDREN PLAYING ON PRIVATE ROADS of PHASES II and III.** Children playing, whether riding bikes, riding motorized vehicles at high speed, motorized electric vehicles traveling at slow speeds, children darting out on the roads or for children playing on the private roads in the dark or during daylight hours on the private roads of St. Andrews Place and Wild Goose Lane pose a substantial risk to the life of the child and to unsuspecting drivers, especially commercial drivers and drivers new to the subdivisions. It is the responsibility of the parents to monitor at all times and to ensure the safety of all children whether they are resident children, neighborhood children, friends of children, and guests of children.

Section 33. **HALLOWEEN.** The Phase III (Wild Goose Lane) private road will be closed to vehicular travel on each Halloween from 5 pm to 9 pm except to Lot Owners attempting to drive to their residences. A member of the Board or agent will be in charge of the road closure.

Section 34 . **GARAGE SALES.** Whether called yard, **garage**, rummage, tag or moving **sales** or by any other name such **sales** are allowed to be held for no more than three (3) consecutive

days from Friday to Sunday from the hours of 9 am to 6 pm within any twelve month period January 1 through December 31 and no more than two (2) times per calendar year at any one location. Yard **sale** signs may be placed, within the LOT Owner's property and residence on association property. Sale will be held in the private yard of the Lot Owner. No part of the sale or sale items will be permitted on the private roads of Phase II (St. Andrews Place) or Phase III (Wild Goose Lane). All sale merchandise, signs and trash items will be removed and disposed of within twenty-four (24) hours of the conclusion of the sale.

ARTICLE VI HOMEOWNER COMPLAINTS and ENFORCEMENT

(a) **Self Help First.** If you are disturbed by the actions of other residents, you may wish and it is highly recommended to make a personal contact (neighbor to neighbor) with the offending party to make them aware of the situation. Often a friendly reminder from a neighbor resolves the situation. If the grievance is not rectified after talking with the other party, you may submit a written formal complaint to the Board of Directors addressed to the King Ranch Homeowners Association, Post Office Box 118, Frenchtown, MT 59834 for action. See (b).

(b) **Written Complaints.** If you feel that one or more of the Association Rules have been violated, you may submit a **signed**, written complaint to the Board of Directors. Complaints must be dated, identify clearly the specific rule or rules suspected of being violated and signed by the **LOT OWNER** submitting the complaint.

(c) **Board Response.** As soon as is practicable, the Board will consider the complaint and make a determination as to whether any rules have been violated and if any further action is necessary to stop the violation. The Board will endeavor to inform the complainant of the Board's decision and actions by a written mail response.

(d) **Fines.** Violations of these Rules may result in the imposition of a fine or fines. The Board will determine which behavior (or time intervals for chronic conditions) which constitute each separate violation.

(e) **General Fine Schedule.** Unless some more specific schedule of fines has been published to redress specific rules violations, fines may be imposed, at the sole discretion of the Board, as follows:

- First Violation** - Warning Only
- Second Violation** - \$25.00 Fine/Penalty
- Third Violation** - \$50.00 Fine/Penalty
- Fourth Violation** - \$250.00 Fine/Penalty
- Fifth Violation** - To Be Determined by a meeting of the Association's Board of Directors

NOTE: Directors may determine that each day during which the violation continues is a separate offense, subject to a separate fine not to exceed Twenty dollars (\$20) for each offense.

(f) ***Opportunity for Hearing.*** When any fine is imposed or damage repair assessment is made against any Homeowner or LOT OWNER, the Board of Directors will notify the owner and residents of that Lot in writing of the amount of the fine and/or damage repair and the reason for the assessment. The resident or owner of that Lot shall have fifteen (15) days to request a hearing before the Board of Directors to have the matter reviewed. This request shall be made in writing to the Board. If no request for hearing is made, the fine and or damage assessment will remain effective against that Lot and Owner, and the monetary penalty will (i) become enforceable against the Homeowner, and (ii) become enforceable against the Lot, and (iii) begin to accrue interest at the rate of 12% per annum until paid in full.

(g) ***Payment of Fines.*** Fines and assessments for damage or violation of these Rules become due and payable on or before thirty (30) days from the date that notice of such fine or assessment is sent to the party concerned. Unpaid fines or assessments will accrue interest at the annual rate of twelve percent (12%) until paid in full.

(h) ***Notice of Violation.*** If the Board determines that a violation of a covenant, rule or restriction has occurred, the Board may, in its sole discretion and without limiting any other remedies available to the Board, send written notice of violation to the offending party, and the owner of the Lot which that person occupies if that person is not the owner, specifying the particular rules being violated and suggesting a specific remedy or course of action to be followed by the offending party for redressing or alleviating the situation. If the violation constitutes a recurring violation or a violation for which a general or specific fine schedule has been published, the notice shall also specify the fine being imposed on the offending party, subject to an enforcement hearing at the option of the offending party.

(i) **Enforcement Hearings.** If a hearing is requested pursuant to Section (d) **Fines.**, the board shall schedule a meeting with the homeowner within twenty (20) days of the receipt of the notice of request of hearing to review the matter. At the hearing all parties shall have an opportunity to be heard at the hearing. Any party at the hearing may be represented by counsel. After all testimony has been given, the Board of Directors shall then determine, by a vote of the Directors, if a Rules violation has occurred and if a fine shall be issued. The majority published vote of the five (5) board members shall prevail. All parties shall be notified in writing of the decision.

(j) **Fees and Costs.** In addition to any fine assessed, the property owner/resident, will be responsible for the costs associated with the violation, including, but not limited to repair of damaged property and any attorney's fees or other fee incurred by the Board which may be associated with the violation.

ARTICLE VII GENERAL PROVISIONS

Section 1. **COVENANTS TO RUN WITH THE LAND.** The foregoing covenants, restrictions, limitations, conditions and agreements shall constitute a servitude upon all Lots in the Subdivision conveyed by the Association, its successors or assigns, to any grantee, and shall run with the land and be binding upon all such grantees and all persons claiming by, through or under them. The acceptance of any such conveyance by any such grantee shall constitute an agreement on the part of any such grantee, for himself, his heirs, devisees, personal representatives, and assigns to all such covenants, restrictions, limitations, conditions and agreements. Said covenants, restrictions, limitations, conditions and agreements shall remain in full force and effect until January 1, 2030 at which time they shall automatically extend for successive periods of ten (10) years each, unless by written agreement of the then Owners of a simple majority of the thirty-six (36) Lots in the Subdivision it is agreed to change them in whole or in part, provided, however, that in the event, as contemplated herein, similar covenants, restrictions, limitations, conditions and agreements are theretofore made with respect to adjoining lands (hereinafter referred to as additional Subdivisions), the covenants, restrictions, limitations, conditions and agreements hereby imposed may only be changed in conjunction with the corresponding covenants, restrictions, limitations, conditions and agreements applicable to such additional Subdivisions, and in such case, the agreement of the then Owners of a majority of the Lots in this Subdivision plus the majority of the Lots in each such additional Subdivision shall be required to effect such termination or change. Any such termination or change so agreed to shall be come effective upon the recording of such

agreement, duly signed and acknowledged by the necessary parties, as above provided, in the offices of the Missoula Clerk of Records, State of Montana.

Section 2. **BREACH OF COVENANTS.** In the event of the violation or breach or attempted violation or breach of any of these covenants, restrictions, limitations, conditions, or agreements by any person or concern claiming by, through or under the Association, or by virtue of any judicial proceedings, the Association or the Owner of any Lot or residential site in the Subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent such violation or breach. In addition to the foregoing right, the Association, or its nominee, shall have the right, whenever there shall have been built on any Lot in the Subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, who, on demand, shall reimburse the Association, or its nominee, for the cost thereof; and such entry and abatement or removal shall **not be deemed a trespass.**

Section 3. **FAILURE TO ENFORCE.** The failure to enforce any right, reservation, covenant, restriction, limitation, condition or agreement herein contained, however long continued, shall not be deemed a waiver of the right to do so thereafter, either as to the breach or violation involved or as to any similar breach or violation occurring prior or subsequent thereto, and no such failure shall bar or affect the enforcement of any such right, reservation, covenant, restriction, limitation, condition or agreement as to any such breach or violation thereof. The invalidation by any Court of any reservation, covenant, restriction, limitation, condition or agreement herein contained shall in no way affect any of the other provisions hereof and the same shall remain in full force and effect.

Section 4. **NOTICE OF BREACH OF COVENANT OR REGULATIONS.** Once the Association is satisfied that a breach of covenant or regulations adopted hereto exists and cannot be resolved informally, the violator will receive a written notice of violation from the Association with an opportunity to cure the violation within a thirty (30) day period which begins upon receipt of said notice by the violator. If the violator fails to remedy the violation within the thirty (30) day period, the Association, or its nominee, may levy fines as provided by this Declaration in addition to any other remedies provided herein. Any such fines shall be considered as special assessments for purpose of enforcement and collection by the Association.

Section 5. **FINE AMOUNTS.** For all covenant violations, fine amounts shall be determined by the Association Board of Directors, but not to exceed \$20 per day for each day the covenant

violation continues. This daily fine is in addition to Second, Third, Fourth and Fifth Violation Penalty/Fine amounts. A schedule of fine amounts for specific violations shall be kept by the Association Board of Directors and made available to Association members. See **ARTICLE VI, Section (e). General Fine Schedule.**

Section 6. **RIGHT TO APPEAL FINES.** Any violator subject to a fine may appeal to the Association Board of Directors, in writing or by person, to request mitigation or excuse of the fine. The Association Board of Directors shall take any action on the appeal as it finds appropriate.

Section 7. **RIGHT TO ASSIGN BY THE ASSOCIATION.** The Association may assign any and all of its rights, powers, obligations, privileges, and interest under this instrument to any other person or concern, and in any such case any such successor or assignee may exercise and enjoy such rights, powers, privileges and interest and shall be responsible for such obligations to the same extent as the Association would have been had such assignment not been made which include without limitation, recovery of damages, injunctive relief, imposition of lien, foreclosure of lien, or any combination thereof.

Section 8. **ANNEXATION.** Additional real property may become subject to this Declaration in the following manners:

- (a) Additions by Association. The Association, its successors and assigns, shall have the right, but shall not be obligated, to include additional real property of Association's selection, located outside the Property as a part of the Properties subject to and restricted by this Declaration. The additions of other real property authorized by this subsection shall be made by incorporating the provisions of this Declaration by reference on the face of any such final plat map of such other real property. In addition, may file for record a supplementary declaration of covenants, conditions and restrictions containing such complementary additions and modifications of the covenants contained in this Declaration as may be necessary to reflect the different character, if any, of the additional properties. In no event, however, shall such supplementary declaration revoke, modify or add to the covenants established by this Declaration with respect to the existing property.
- (b) Additions by Others. Upon approval in writing of the Association, the Owner of other real property who desires to subject such other real property to the provisions of this Declaration and to subject it to the jurisdiction of the Association, may file for record a

supplementary Declaration of Covenants, Conditions, and Restrictions, which by its terms expressly extends the covenants contained in this Declaration to such other real property.

All such additional properties shall be governed by this Declaration, as amended from time to time. The easements for drainage and utilities shall exist in favor equally in each and all additional properties.