

FISH ON, LLC,
2036771

196 Fm 1948

SOUTHERLY RIGHT-OF-WAY LINE OF AMSTERDAM
ROAD PER BOOK 104 OF DEEDS, PAGE 411

Amsterdam Road

Royal P

[N89°59'44"E]
089°59'44"
675.13

45.34
NE Cor. Sec. 9
Fnd. 5/8" ben

BRADKEY J. BEAN
JACQUELINE M. BEAN
2263961

143-182,183 Plat

30.00
30
30
261.20 000°41'41"

LOT C1
40,568 SF
0.9313 AC

LOT C2
39,760 SF
0.9128 AC

LOT C3
39,697 SF
0.9113 AC

LOT C4
40,025 SF
0.9188 AC

BLOCK 1

4' NO ACCESS STRIP
4 COMMERCIAL LOTS

180°49'27"

180°49'27"

180°49'27"

180°49'27"

180°52'03"

155.74

155.16

152.60

152.60

154.01

Riverway Road

RIVER FARM ESTATES, INC
2247507

N 1/2, NW 1/4, NE 1/4
AND
NW 1/4, NE 1/4, NE 1/4,
LESS HIGHWAY

112.44

501.74

PARK 1
33,630 SF
0.7720 AC

LOT MF1
150,489 SF
3.4548 AC
9 MULTI FAMILY
LOTS

500.06 000°41'41"

10' Wide
Utility
Easement

180°49'27"

20'x20' Utility Easement

THIS MAP IS A SURVEY
OF THE PROPERTY AND THE COMPANY
FOR ALL PURPOSES WHICH MAY
BE REQUIRED UPON THE MAP

111.77

501.52 269°50'29"

103.48

101.74

101.74

101.74

101.74

102.85

180°52'03"

Leane

LOT 2

LOT 3

MA

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR COUNTRYSIDE ESTATES SUBDIVISION

This Declaration, made on the date hereinafter set forth by Graham Development, LLC., a Montana Limited Liability Company, hereinafter referred to as "Declarant".

WITNESETH:

WHEREAS, Declarant is the Owner of certain property in the County of Gallatin, State of Montana, which is more particularly described as: The Countryside Estates Subdivision located in the NE ¼, Sec. 9 and in the NW ¼, Sec. 10 T. 1S., R. 4E. of P.M.M., Gallatin County, Montana.

NOW, THEREFORE, Declarant 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 thereof.

ARTICLE I – DEFINITIONS

Section 1. "**Association**" shall mean and refer to Countryside Estates Homeowners Association, Inc., its successors and assigns.

Section 2. "**Owner**" 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 part of the properties. Owner shall also include the purchaser under a Contract for Deed.

Section 3. "**Property**" or "**Properties**" shall mean and refer to that certain property herein before described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "**Lot**" shall mean and refer to any plat of land shown upon any recorded subdivision of the properties.

Section 5. "**Declarant**" shall mean and refer to Graham Development, LLC.

ARTICLE II – MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

Section 2. The term “Directors” shall mean the Directors of the Association and shall consist of three lot Owners who shall be elected at the annual meeting by a simple majority of the members of the Association. The Board of Directors shall be elected for a term set by a simple majority of the membership but not less than one year. Each director shall serve until replaced by his successor. The remaining directors shall fill any vacancy in the Board of Directors occurring before the next annual meeting of the members.

Section 3. The Directors shall have the authority to act on behalf of the Association and its members as shall be reasonably necessary to carry out the purposes of the Association and enforce these Covenants. The Directors shall act by majority vote. The officers of the Association shall follow the directions of the majority vote of the Directors.

Section 4. The Directors shall serve as the Architectural Control Committee until and unless a majority of the members vote to have a separate Architectural Control Committee.

Section 5. Directors shall also serve as officers which shall be designated by a simple majority of the members at the annual meeting unless and until a majority of the members vote to have officers elected separate and apart from the directors.

Section 6. The duties of each of the officers shall be as follows:

- a. President. The President shall preside over all meetings of the Association. He shall call the membership together whenever necessary. The President shall be the general administrative and executive officer of the Association. He shall perform such duties as may be specified, and exercise such powers as may be delegated to him by the Association.
- b. Vice President. The Vice President shall exercise the powers of the President in the absence of the President. He will be the liaison to the Wastewater O&M Contractor, and will be empowered by the board to make emergency decisions regarding the immediate functioning of the system, if the other board members cannot be reached. It will be his responsibility to inform HOA members of problems.
- c. Secretary/Treasurer. The Secretary shall give notice of all meetings of the Association. He shall keep a record of the proceedings of the meetings of the Association. He shall be authorized to sign, on behalf of the Association, all records, documents and instruments when such are authorized to be signed by

the Association. He shall exercise such other duties as may be designated by the Association.

The Treasurer shall keep and maintain adequate and correct accounts of the properties and business of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains and losses of the Association. He shall prepare and render such periodic accountings as shall be required of the Association.

Section 7. A vacancy in any office of the Association shall be filled by appointment by the Board of Directors until the next annual meeting or his/her successor is duly appointed or elected.

Section 8. The annual meeting of the Association shall occur in February of each year. Any special meeting may be called by the President, or in his absence, by the Vice President. In addition, a special meeting shall be held upon call of 25% of the Owners. Special meetings shall require 48 hours notice, in writing. Annual meetings shall require 10 days notice in writing. Notice of annual and special meetings shall be sent to Owners at the address of each Owner which is listed as such on the official plats and records of Gallatin County, as maintained by the Clerk and Recorder, Gallatin County, or at such address as shall be designated, in writing, by any Owner. The presence of members representing 60% of the total votes of the membership shall constitute a quorum.

Section 9. If proposed action is favored by a majority of the votes cast at a meeting, but such vote is less than the requisite sixty percent (60%) of the members, members who were not present in person or by proxy may give their assent to any action in writing, provided the same is received by the appropriate officer of the Association not later than thirty (30) days from the date of such meeting wherein the action was voted on.

ARTICLE III – HOMEOWNERS ASSOCIATION

The Association, acting through its Board of Directors, shall have the power and authority to take such actions as shall be necessary or reasonable to care for, protect and maintain the sewer system, roads, easements, boundary fences, drainage easements and common areas; to enforce these Covenants; to collect assessments; to set annual and/or special meetings; and to act in any other matters set forth herein or which may serve the developments, including the formation of special improvement districts, either public or private, for such improvements as the Association shall approve.

The Association shall hold an annual meeting each year at such date, place and time as shall be set by the Board of Directors. At the annual meeting, the members shall review and approve a budget for the next year, shall elect Directors to fill any expired term or vacant position, and shall conduct such other business as shall be reasonable or necessary to carry out the purpose of the Association. The members shall have the authority to set the number of Directors, which initial number shall be three.

The annual meeting of the Board of Directors shall be held immediately after the annual meeting of the members. At the annual meeting, the Directors shall elect a President, Vice President and Secretary/Treasurer for the Association from among the Directors, except that the Secretary/Treasurer may be a member who is not a Director.

For the purpose of determining membership, at any meeting a person(s) or entity (ies) shall be deemed to be a member upon the recording of a duly executed deed to an Owner or upon the recording of a Notice of Purchaser's Interest or an Abstract of Contract for Deed showing a contract purchase by an Owner. The legal title retained by the vendor selling under contract shall not qualify such vendor for membership.

Foreclosure of a mortgage, trust indenture or the termination or foreclosure of a contract for deed wherein title is vested in the mortgage, beneficiary or original seller on a contract or repossession for any reason of a lot or unit sold under a contract shall terminate the vendee's membership, whereupon all rights to such membership shall vest in the legal Owner.

ARTICLE IV – COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. **Creation of the Lien for Personal Obligation of Assessments.** The Owner of any Lot by acceptance of a Contract of sale or a deed therefore, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association (a) annual assessments or charges and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due.

Section 2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties.

Section 3. **Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$450.00 per Lot. Notwithstanding any other provision herein, no Lot owned by Declarant shall be subject to annual or other special assessments unless and until such Lot has been sold or transferred to a third party. Thereafter, annual assessments shall be determined by the Board of Directors, provided, however, that from and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may not be increased each year more than ten percent (10%) above the maximum assessment for the previous year without the vote or written assessment of sixty percent (60%) of the membership.

HOA
Dues
\$10.00 Q

Section 4. **Notice of Quorum for any Action Authorized Under Section 3.** Any action authorized under Section 3 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than ten (10) days in advance of the meeting.

Section 5. **Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all single-family deeded Lots. The multi-family lot will have a uniform rate for all units. The commercial lots will have a uniform rate.

Section 6. **Date of Commencement of Annual Assessments – Due Dates.** The annual assessments provided herein shall be levied on the first day of January following the closing of the sale to an individual Owner. Voting rights attributable to property interest shall not vest until the Association has levied assessments against that interest. The first annual assessment for each Lot shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each deeded Lot at least thirty (30) days in advance of each annual assessment period. The Board of Directors shall establish written notice of the annual assessment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on specific Lot have been paid.

Section 7. **Delinquent Dues and Assessments.** After any dues or assessments have been delinquent for a period of two months or more, the Association may mail to the Owner a notice of delinquency. After any dues or assessments have been delinquent for a period of four months or more, the Association shall be entitled to file a lien against the Owner's property, provided said Association has given notice of delinquency 30 days in advance which shall be filed in accordance with the provisions of Title 71, Chapter 3, M.C.A. The Association shall have all rights and remedies as provided herein.

The Declarant and each Lot Owner, by entry into an agreement to purchase a Lot and taking title to the same, waive the right to protest any special improvement district created and of public record in existence prior in time to Owner receiving title to any Lot. Additionally, Owners are advised that the right to protest the creation of special improvements districts for a future park district and for a district for water and sewer infrastructure access have been waived. In this regard, Owner, prior to taking title to a Lot, is advised to review or seek advice with respect to the public record in the Gallatin County Clerk and Recorder's Office.

Section 8. **Park and Pond Maintenance.** HOA shall be responsible for maintenance of all parks, ponds, and open space within subdivision

Section 9. HOA shall be required to maintain all interior subdivision roads and Countryside Lane.

Section 10. Lot Owner shall be responsible for installation and hookup of utility and service lines from lot lines to the building.

Section 11. **Wastewater System.** The HOA shall own and operate the wastewater system and its infrastructure located within the boundaries of Countryside Estates and on the easement directly south that includes the primary and secondary drain fields. There will be an initial hookup fee of \$700 for every single-family lot when sold by declarant. The \$700 will be paid at closing and will go to the HOA wastewater system account. Each unit on the multi-family lot will pay a hookup fee of \$600 at closing. The board of directors based on the anticipated usage will determine the hookup fee for commercial lots.

ARTICLE V – SIDEWALKS

Street sidewalks (5' wide), constructed to the attached standards exhibit, shall be installed at the time houses are constructed on individual lots. Upon the third anniversary (3 years) of each final plat phase recordation, any Lot Owners, other than the Declarant, who have not constructed their sidewalks shall be required to install sidewalks on their lots, regardless of whether a home is constructed on the Lot or not. In the event that said Lot Owner shall fail to do so, the Association may do so and the cost shall be added to and become a part of the assessment to which such Lot is subject. Entry walks leading directly from the street sidewalk to the front porch/door entry are strongly encouraged. The Architectural Control Committee shall determine in its best judgment whether an entry walk is justified for pedestrian circulation purposes.

ARTICLE VI – MAINTENANCE

Section 1. Owners are required to establish lawn or other suitable landscaping for their Lot. They shall also mow, irrigate, control noxious weeds and otherwise maintain their Lot so that the landscaping does not detract from the general appearance of the subdivision in the opinion of the Architectural Control Committee. To prevent the potential for groundwater contamination, the amount and type of chemicals applied to yards shall be restricted to acceptable standards.

In the event that the need for maintenance or repair or weed control is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject. For purposes of this Article, maintenance and repair caused by willful acts of the Owners shall include maintenance and repairs required as a result of utility repairs or other actions or contractors or agents of the Owner performed outside the boundary of his Lot.

The covenants and restrictions of this Declaration on exterior maintenance shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association and the Owner of any Lot subject to this Declaration.

Section 2. HOA (257 Eze St. Belgrade, MT 59714 580-8312) shall own the wastewater system. The operation and maintenance (O&M) of the system shall be handled by a certified operator hired by the HOA. The operator and HOA will keep all O&M records so they are readily accessible. The operator will be responsible for the day-to-day operation of the system and will inform the board if there are problems (power/pump failure) immediately. HOA members will be informed of system problems and the solutions in the newsletter.

Section 3. HOA shall be responsible for the inspection, operation, and maintenance of the Storm water Collection Systems including catch basins, and retention/detention ponds. An O & M manual will be kept by the HOA.

ARTICLE VII – UTILITIES

Section 1. **Refuse Disposal.** No part of the above-described property shall be used or maintained as a dumping ground for rubbish, trash or garbage. All waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall comply with all applicable laws and regulations.

Section 2. **Easements.** At no time will patios, barbecues or other permanent structures be erected upon any utility easement within the exterior boundary of a Lot. Fencing of a permanent nature shall be permitted only if it is of a type that is easily and quickly removed in the form of panels, gates or other similar units of construction.

Section 3. **Well.** Each lot shall be required to drill and maintain at their cost a well with steel casing for the individual Lot's water needs. All wells will be drilled to a minimum of 80 ft. All lots in block 5 shall be required to drill a minimum 100' well. Owners of lots 3 & 4, block 2 and owner/ developer of MF-1 shall be required to sign a Declaration of well control zone agreement. When a new well is drilled, the top of the well casing shall be sealed with a screened, vented, sanitary well seal, which when installed creates a watertight seal to prevent the entrance of water or foreign materials into the well. Only one well shall be allowed per lot that shall be used for domestic irrigation and household needs. Lot owners must test their well for contaminants once/yr.

Section 4. **Reservations of Utility Easements.** Each Lot in the above-described property shall be subjected to an easement for the purposes of constructing, operating, maintaining, enlarging, reducing, removing, laying or relaying lines and related facilities and equipment for utilities including but not limited to those providing heat, communication, electrical power, water, sewer, gas and television. Specifically, the Association or its designated agents shall have access at all times to the required septic tank. The Gallatin County Health Dept. shall review and approve all septic tank locations.

ARTICLE VIII – ARCHITECTURAL CONTROLS

Section 1. **Land Use and Building Type.** Any housing structure constructed within Countryside Estates Subdivision shall be built and used for single-family residential, non-commercial dwellings only. The only exception to this covenant are the 4 designated commercial lots next to Amsterdam Rd and the designated multifamily lot across the street.

Section 2. **Architectural Control.** No buildings, construction, landscaping, parking, fence, wall or other improvements shall be placed, constructed, erected, repaired, restored, reconstructed, altered, remodeled, added to or maintained on any Lot or area until building and site plans and specifications, and such other information as the Committee may reasonably require, including, without being limited to colors, building materials and models, have been submitted to, and approved by a majority of the Architectural Control Committee in writing; nor may the same be commenced until the Architectural Control Committee shall have issued a permit allowing such improvements.

Section 3. **Architectural Control Committee.** The Architectural Control Committee may make such reasonable rules and bylaws and adopt such procedures as it deems necessary to carry out its functions, which rules, bylaws and procedures may not be inconsistent with the provisions of these covenants.

The Architectural Control Committee shall require that all construction complies with the provisions of the following standard codes or their amendments:

- (1) Uniform Building Code;
- (2) National Plumbing Code;
- (3) National Electric Code;
- (4) National Fire Protective Association;

The Architectural Control Committee shall have the authority to reject materials, designs submitted with plans, or the plans themselves if they are not compatible with, or are inappropriate for the rest of the subdivision.

Section 4. **Septic Tank.** Each Lot Owner shall be responsible for installing and maintaining a septic tank, which will then feed into central system. In the event an owner should fail, refuse, or neglect to maintain or pump a septic tank as required by the HOA policies, the HOA may undertake such maintenance or pumping and assess those charges to the lot owner and such charges shall then be a lien against the lot until paid in full.

Each commercial lot will be required to install and maintain a minimum 1000-gallon septic tank with a 500-gallon dose tank and meet or exceed the requirements of DEQ4 chapter 7. Each commercial lot will be required to install and maintain a dose tank that meets or exceeds DEQ4 chapter 9. Each lot is limited to a 30-day average BOD discharge of .975 pounds of BOD per day. Each commercial lot will be required to maintain an O&M service agreement with a service provider approved by the Advantex system operator.

Section 5. **Approvals.** Each Owner must receive approval from Gallatin County Health Dept. for placement of well and septic tank on Lot.

The Architectural Control Committee shall have the power, authority, standing and right to enforce these covenants in any court of law or equity when it reasonably believes the same have been violated, and shall have the authority to revoke or suspend building permits and/or order suspension or cessation of any construction or work in violation of these covenants or of any permit issued by the Committee.

The Architectural Control Committee may require reasonable fees to be paid with the filing of plans and specifications and the issuance of building permits.

The Architectural Control Committee or the individual members thereof may not be held liable by any person for any damages which may result from Committee action taken pursuant to these covenants, including but not by way of limitation, damages which may result from correction, amendment, change or rejection of plans, the issuance of building permits, or any delays associated with such action on the part of the Committee.

The criteria outlined below will be paramount importance in the review and approval process of house plans by the Architectural Control Committee:

- Highly visible and useable covered front entry porches which provide well accented and weather protected front entry areas.
- Architectural roof lines using dormers and "shed" roofs to visually break up long expanses of roof area.
- Appropriate orientation and colors of garage doors so that the garage is subdued and is not the dominant visual feature of the house when viewed from the street.
- Appropriate use of natural "earth-tone" colors with emphasis placed on horizontal siding materials with pleasant and accenting trim colors.

The items outlined above are not intended to inhibit creative architectural solutions, but are specifically intended to create a friendly rural neighborhood setting.

Section 6. **Temporary Structures, Trailers Forbidden.** No residential structure of a temporary character, residential trailer, basement, tent, shack, garage or any other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. All structures must be maintained in a reasonable manner to present a neat and attractive exterior appearance.

Section 7. **Minimum Residence Requirements.** All single family dwellings shall have a minimum of 1800 square feet of floor space together with at least a double

car attached garage of minimum size 22' X 22'. The 1800 square feet must be at or above grade and is excluding basements, bonus rooms, garages, carports, porches, etc. 1 single car detached accessory building is allowed but limited to 400 square feet. It is the intention of this covenant to insure that all dwellings shall be of a quality workmanship and materials substantially the same as, or better than, other dwellings in the development and conform to Uniform Building Codes. All plans must be approved by the Board of Directors or their assigned representatives and shall include a 1" = 20' site plan, scaled elevations and floor plans of all structures. A list of exterior colors and materials shall be submitted with application sheet to Board.

Section 8. **Exterior Siding.** The exterior siding of the structure shall consist of wood, wood look-alikes or wood products, brick, stone, stucco or other manufactured exterior good quality materials. However, no sheet or panel metal siding or cement block siding is allowed. No plywood sheet siding is allowed.

Section 9. **Roofs of Structures.** The roofs shall be covered with shakes, tiles or shingles of architectural style and no rolled roofing shall be allowed. Exposed aluminum or silver flashing around the chimneys or roof valleys shall not be allowed unless colored, textured or painted to match the roof design and color. Rain gutters are allowed, provided the same are colored to match the trim or color of the roof. Steel galvanized gutters are not allowed. The main portion of the roof shall have a minimum pitch of 6/12. Further, all structures shall be constructed so that the roof overhang and gable end are a minimum of 12 inches. No bright colored roofs will be allowed. The use of dormers and shed roofs will be required to create a visual break in long ridge lines. The requirement for this shall be at the discretion of the Architectural Control Committee.

Section 10. **Foundation of Structures.** All foundations for living structures constructed on the real property, which is the subject of this Declaration, shall be permanent. The top of the foundation wall must be a minimum of 12" higher than the top back of the curb in front of the structure

Section 11. **Colors of Structures.** The exterior colors of the structures shall be earth tones, pastels, white or wood colors. No bright or shiny colors on exterior siding shall be allowed. For example, bright oranges, royal blues, pinks, purples and like bright colors are not allowed. "Craftsman" colors such as darker reds and greens are encouraged, however all colors are to be compatible with the balance of the neighborhood. Trim colors shall contrast appropriately with the main body color of the home. Use of wood shingles, stone and other architectural materials to contrast the main body are encouraged.

Section 12. **Exterior of Structures.** The exterior design, style and colors of each of the outbuilding and structures on a Lot shall conform to the design, style and colors of the residence. Roof fascia trim on any structure constructed on the real property, which is the subject of this Declaration, shall extend downward on the roof and be visible for at least 6 inches. The building should be a visual combination of forms that does not give a

“box” appearance. Breaks in the rooflines and wall lines that add interest to the form and help define the design of the building are encouraged.

Section 13. **Entrances.** The main entrance to the living structures constructed on the real property, which is the subject of this Declaration, shall be architecturally defined and enhanced by incorporating an entry porch extending over the entrance denoting a clear sense of arrival. It shall provide weather protection and visual definition. The outer porch shall extend out from the exterior wall of the home at least 5 feet and shall be a minimum of 40 square feet total. The floor shall be constructed of a weatherproof wood deck and UBC code approved wooden handrail shall be installed around the entire perimeter, except for an opening to gain access to the front door. All entry porches must be covered and finished with trimming and colors to match the main portion of the house.

Section 14. **Garage Design and Orientation.** The attached garage constructed on the homes shall be arranged in a manner that the garage doors(s) are approximately perpendicular to the street which the driveway accesses. In certain cases where the garage is set back a minimum of 8 feet from the front of the house, the garage doors may be parallel to the street. In cases where the garage is sized to accommodate more than two vehicles, the last 1/3 of the garage must be set back a minimum of two feet from the front of the remainder of the garage if the garage is facing the street.

Section 15. **Building Height.** The height of all structures erected within the confines of the real property, which is the subject of this Declaration, shall in no cases be higher than 32'. In block 7, lots 6, 7, & 8 shall be limited to single story homes with a bonus room over garage. Lots 5 & 6 in block 8 shall also be limited to single story homes with a bonus room over garage. Building height shall be measured from the ground elevation to the mid-point of the main roof.

Section 16. **Set Backs, Building Locations.** The front yard set back for any dwelling shall be a minimum of 35 feet for all lots with a depth of 170 feet or greater. Lots with a depth of less than 170 feet shall have a minimum front yard setback of 25 feet. The setbacks from the side lot line for any dwelling shall be a minimum of 10 feet. The setback from the rear lot line shall be a minimum of 50 feet. On corner lots, the corner side lot line setback shall be a minimum of 15 feet.

Section 17. **Accessory Buildings.** 1 accessory building is allowed such as a garage or storage building and limited to 400 square feet and it shall be architecturally compatible with the residence on or being constructed on the Lot.

Section 18. **Fencing.** Two types of fencing are allowed on individual lots, cedar and vinyl. The attached standard exhibit details the materials and construction methods to be used. All fencing must adhere strictly to the design. Any alternative fencing style constructed on the premises will be removed by the HOA without warning or notice and the cost of removing said fence would be assessed against the violating property owner. The following standards must be adhered to in all cases.

- Screen fencing cannot exceed six (6) feet in height.
- Screen fencing cannot be constructed beyond the front of the house.
- Screen fencing must be built with 4X4 or 6x6 posts spaced a maximum of eight (8) feet apart.
- All screen fencing materials must be either treated or cedar and must be stained to match or complement the color of the home.
- All screen fence posts must be set in concrete back filled holes.
- No white vinyl fencing

It is the intent of this section to give members of the Association the ability to keep and store employment related items, personal recreational vehicles and pets on their respective lots in a reasonable and screened manner and to ensure quality workmanship and design of the fences.

Section 19. **Antennas and Satellite Dishes.** In no case shall a satellite dish exceed 24" in diameter.

Section 20. **Dog kennels.** Dog kennels are allowed, but shall be approved by the architectural committee, provided they do not exceed 10 feet by 20 feet in size and are located in the rear yards and screened or fenced from the neighbors' view. Such kennels are to be kept in a clean and odor free condition at all times.

Section 21. **Entry/Drive Lighting.** Upon construction of each home, the Owner shall install a standard light of a design prescribed by the Architectural Control Committee where the driveway intersects the front property line. The Owner shall be required to provide power and maintenance for the light and a photocell type switch shall control the light. The owner may also put the photocell on a regular switch so it can be turned off late at night.

Section 22. **Landscaping.** A landscape plan must be submitted to the Architectural Control Committee prior to any work being done. Landscaping in the front yard area shall be completed within the first growing season after moving in. As part of the landscape plan 3 street trees per single-family lot are required and corner lots must have a minimum of seven street trees (corner lots remember section 23). The trees shall be from the city of Bozeman's "trees suitable for right-of-way planting" list and planted on 20' to 30' centers in the center of the street boulevard. These trees are to be a minimum of 1 1/2" diameter trunk at ground line and 8' in height. The boulevard strip areas between the curb and walk are to be grass lawn throughout the subdivision. The grass boulevard lawn areas and trees are to be watered by the contiguous Lot owners to assure healthy growth. The boulevard lawn and trees are to be properly maintained, fertilized, and the lawn mowed when necessary (depending on grass type) during the growing season. The remainder of the yard shall be completed within twelve (12) months after the Owners first occupancy of the residence.

It is the intent of the developers to conserve water wherever it is possible, while still maintaining an attractive landscape at entrances, parks, and open space. There are some very simple things than can be done to drastically reduce water usage and

maintenance costs (mowing), while enhancing the long-term health of plant material. The following are water conservation guidelines strongly recommended to incorporate into a landscape plan:

- use plants native to the interior Rocky Mountains and introduced plants that are tolerant to soil, temperature and moisture conditions in our area.
- use drought tolerant plants to reduce water devoted to irrigation.
- use mulch as it helps retain soil moisture, reduces weed growth, and minimizes erosion. Mulches include organic substances such as bark and wood chips.
- use geo-textile landscaping fabrics under mulched areas instead of plastic sheeting
- control weeds
- use native/ drought tolerant grasses (seed mixes available at local nurseries and seed stores). The use of Kentucky Bluegrass is strongly discouraged.
- drought resistant, native grasses use substantially less water, and typically need to be mowed less frequently! Many seed mixes have a similar look and feel to Kentucky Bluegrass, but don't require as much water and maintenance, thereby saving money. To further encourage this idea, the developer will contribute \$100 to the HOA for every lot that has a native/ drought resistant grass lawn in and growing. When the HOA receives a letter to this effect and it is verified, the contribution will be made.

The following are required to be incorporated into landscaping:

- All yards must have automatic sprinkler systems
- Sprinkler operation may only occur between midnight and 6:00 am to help prevent fungus growth and loss of water due to evaporation

Section 23. **Sight distance at Intersections.** For elimination of traffic hazards and to promote traffic safety, no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 10 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the curb lines and a line connecting them at points 40 feet from the property corner. (See detail at end of Covenants).

Section 24. **Construction Completion.** All improvements, construction, reconstruction, alterations, or remodeling requiring the approval of the Architectural Control Committee must be completed in substantial compliance with the plans and specifications initially approved by the Committee. All such construction must be completed within one (1) year from the date construction is commenced.

Section 25. **Driveway Standards.** All driveways serving property, which is the subject of this Declaration, shall not exceed 24' in width and shall be constructed according to the attached driveway detail. All driveways shall be constructed of concrete in the area between the required street walk and the curb. All driveways shall be constructed of concrete or asphalt from the required street walk to the garage doors. Driveways leading to structures other than the main living unit may be constructed of 1 ½" minus gravel. All driveways on lots in block 1-5 must exit on east/ west streets. No driveway or entrance to parking area shall exit onto the north/ south portions of River Farm rd or Countryside Ln.

Section 26. **Home Orientation.** In order to maintain a uniform look to the neighborhood, the homes front will be required to face a certain direction on corner lots. On blocks 2-5, the front of all homes must face north or south, no corner lots may have the front of the home facing east or west. In block 7, lots 1, 6, & 8, home fronts must face north or south. In block 8, lots 4 & 5, home fronts must face north or south.

ARTICLE IX – USE RESTRICTIONS

Section 1. **No Commercial use.** No Commercial or business use, (except for home occupations and hobby-businesses allows in these Covenants and except lots C1, C2, C3, & C4 which have an amendment at the end), commercial livestock yards or feed lots, wrecking yards, storage yards, stores, gas stations, wholesale or retail outlets or the like shall be allowed on the lots. Domestic gardens for the Owner's personal use are allowed. No dumps, commercial dog or cat farms, trash, junk, unlicensed motor vehicles or junked cars or parts shall be permitted to be done on said lands which are a nuisance or might become a nuisance to the Owner or Owners of any of the said described lands. No Lot shall be used in any manner or for any purpose that might endanger the health or safety of the residents of any Lots within the property. Wood neatly stacked for use in the home fireplace or stove is allowed if screened from view.

The use of the property for a home occupation or hobby-business may be permitted by the Architectural Committee upon the application of an Owner. The home occupation or hobby-business shall be clearly incidental and secondary to the primary use of the lot for residential purposes and shall be limited in location to the inside of a dwelling or outbuilding. The home occupation or hobby-business shall not use or occupy more than twenty-five percent (25%) of the gross floor area of a dwelling, or more than three hundred square feet (300 sq. ft) of an outbuilding. Measurements of the floor area shall be taken from the exterior foundation of the dwelling or outbuilding.

Only a resident of the dwelling may conduct the home occupation or hobby-business in the dwelling or outbuilding. No employee who is not related by blood or marriage to the owner of the lot which owner is the operator of the home occupation or hobby business, shall be allowed to work on the premises. The home occupation or hobby-business shall not be allowed if there will be materials or equipment stored outside of the buildings, or if there will be excessive traffic to and from the dwelling, if there will be or is excessive noise or pollution, or if the use is not clearly secondary to the use of a residence.

Anyone applying for permission to use the premises for a home occupation shall make application and shall supply the Architectural Committee with a description of the home occupation or hobby-business, the proposed location, the square footage area, the extent to which the premises is to be used for the home occupation or hobby-business, samples of what will be made or sold, and such other information as may be required by the Design review Committee as may be necessary or reasonable to allow the Architectural Control Committee to determine if the criteria set forth in these Covenants is being complied with.

Section 2. **Animals.** Dogs, cats or other household pets may be kept in reasonable numbers provided they are confined to the Lot of their Owner. Household pets may not be kept, bred or maintained for any commercial purposes. Pets cannot be allowed to become a nuisance or annoyance to neighboring property Owners nor can they be allowed to wander at large or bark uncontrolled. No livestock or poultry shall be allowed.

Section 3. **Storage of Equipment.** No Lot shall be used for the storage of any inoperable vehicle, machinery or equipment. No Lot shall be used for storage of any articles, vehicles, equipment or other personal property of any quantity in excess of the immediate needs and personal use of the Owner of a Lot or the occupants thereof as the case may be.

Section 4. **Recreational Equipment.** All campers, trailers, motor homes, boats, and all other recreational equipment and the like shall only be parked on the Lot in compliance with the limitations of Sections 3 above. In no event shall such equipment be parked on roads. Such equipment and vehicles must be enclosed in a garage or outbuilding.

Section 5. **Parking.** The Owner of each Lot shall provide off-street parking for their own vehicles. Walkways and sidewalks shall not be used by motorized vehicles. Street parking is allowed for guests, deliveries or short temporary periods but not overnight parking by residents. No more than 2 cars may be parked outside on driveway by residents overnight.

Section 6. **Offensive Activity.**

- a. No noxious or offensive activity shall be carried on upon any portion of the above-described property, nor shall anything be done thereon which may be, or may become, an annoyance to the neighborhood.
- b. No fireworks of any kind may be bought, brought into, discharged or stored on the above-described property.
- c. *No firearms shall be discharged on the above-described property.*

Any violation of county ordinances, zoning or other regulations shall be a violation of these covenants and can be enforced by the Association or individual Lot Owners.

Section 7. **Park Conditions.** The Owner or Occupant of any Lot shall at all times conduct its use and activities in a manner that will preserve the integrity of the pond within the Park including the prevention of any degradation of water quality, any reduction or increase in the flow of said pond, or any degradation to shores of the pond. The Owner or Occupant of any Lot shall not conduct or permit the conduct of the following activities:

- a. The discharge of any liquid, solid, or gas into waterways;
- b. The use of any fertilizers or herbicides other than those specifically approved by Declarant; or the polluting of waterways; or
- c. Any refuse encouraging activities.
- d. Routine maintenance of the Pond may involve removal of sediments and placement along the Pond bank, which if occurs, said sediment pile removal would be the responsibility of the Home Owner's Association.
- e. No motor vehicle shall be used in pond.

Section 8. **Signs.** No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than ten square feet advertising the property for sale or rent or such signs used by a builder to advertise the property during the construction and sales period. Developer shall be allowed to maintain subdivision information signs until all lots are sold.

Section 9. **Mining Operations.** No oil or gas drilling, development operations, oil refining, quarrying or mining operations shall be permitted on any Lot.

Section 10. **Employees.** Each Commercial lot (C1-4), regardless of business size, shall be limited to 10 employees at any one time. This is due to wastewater and water user provisions.

ARTICLE X – GENERAL PROVISIONS

Section 1. **Effects of Covenants on Mortgage.** A breach of any of the foregoing provisions, conditions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value on any Lot, or portion of any Lot, and any improvements thereon, but said provisions, conditions, restrictions and covenants shall be binding upon and effective against any Owner thereof whose title thereto was acquired by foreclosure, trustee sale or otherwise.

Section 2. **Incorporation by Reference.** In any conveyance of the lands covered hereby, it shall be sufficient to insert a provision therein to the effect that the conveyance is subject to the restrictions and covenants contained in this document, without setting forth such restrictions and covenants verbatim or in substance in such conveyance.

Section 3. **Enforcement.** Enforcement of these covenants shall be by procedure of law or in equity against any person or persons violating or attempting to violate any covenants, and the legal proceedings may be either to restrain the violation of the covenants or to recover damages, or both. Each person who has been found by a court of competent jurisdiction to have violated one or more of these covenants shall be liable for all attorneys' fees and costs incurred in connection with the litigation. The failure of any Owner or Owners of any lot to enforce any of the restrictions set forth herein shall be personally binding upon any person, persons or corporation, or other entity only with respect to breaches committed during its, his or their ownership of or title to any of said tracts and any part thereof

Section 4. **Severability.** Invalidation of any of these covenants by a judgment or a court order shall in no way affect any of the other provisions, but they shall remain in full force and effect.

Section 5. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, in perpetuity from the date this Declaration is recorded. This Declaration may be amended by an instrument signed by the Owners of not less than sixty percent (60%) of the Lots, each lot being entitled to one (1) vote. Notwithstanding the above, until 75% of the lots are sold or five years from the date hereof, the Declarant may amend the covenants in their sole discretion. No amendment shall be made to any covenant or condition required as part of the approval for this subdivision by Gallatin County without the written consent of Gallatin County

Section 6. **No Waiver.** The failure of the Board or its agents to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

Section 7. **Variances.** The Architectural Control Committee may allow reasonable variances and adjustments of the foregoing covenants, conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the covenants contained herein, or to grant variances for the purpose of enhancing or protecting views, utilizing a lot to better advantage, preventing the

removal of trees, and enhancing the placement of improvements on the property, provided this may be done in conformity with the intent and purpose thereof, and also provided in every instance that such grants or adjustments shall not be materially detrimental or injurious to other property or improvements in the neighborhood. Notwithstanding the foregoing provision, no variance shall be allowed which has the effect of creating additional lots.

Any variances or adjustments of these conditions, covenants and restrictions granted by the Architectural Control Committee, or any acquiescence or failure to enforce any violation of the conditions and restrictions herein, shall not be deemed to be a waiver of any of the conditions and restrictions in any other instance.

Section 8. **Liability.** Lot Owners accept and are aware that ponds are hazardous features and refuse to hold developers, HOA, or its board of directors liable in the event of accident, injury or death.

Section 9. **Parks.** Parks will have their own wells used only for irrigation and pond.

Section 10. **Owners** of lots 1-4, block 6 acknowledge that there is a 30' open space easement along the back of their lots adjacent to a 30' road easement.

Section 11. **Open Space.** The open spaces 1 & 2 are conveyed to the HOA, in perpetuity, for the sole purpose of enhancing wildlife habitat, and integrating the habitat with the agricultural production on the adjacent property (for open space 1). Open space 1 will be seeded with native grasses for a natural look, and will not be irrigated. A large portion of open space 1 will be part of the community drain field. For this reason no trails may be put there. The intent is to have a natural, native appearance to open space 1 as it abuts the easement for the drain field, which will also be planted with native grasses.

Section 12. **Easement.** Countryside Estates has an easement for the drain field and replacement area of the community wastewater system. HOA shall pay the owner of the property \$2000. per year (1st payment within ten days of final plat) for the easement, and each payment will be due on the anniversary of the first payment. The annual payment shall be doubled every ten years thereafter. HOA shall further pay 1/2 of the real estate taxes due on tract A, and said payment shall be made on November 15th of each year commencing on the first year after final plat approval.

HOA shall include the easement area in the liability insurance coverage for the neighborhood. If easement is terminated, HOA agrees to remove improvements and restore property to its original condition, including seeding. Owner of property shall be entitled to continue to farm the easement estate in a manner that will not compromise the drain field, and shall retain any earnings from the easement. The easement shall terminate upon the HOA ceasing to operate the sewer district. The easement is perpetual with the previous exception.

**Article XI- GALLATIN COUNTY COMMISSION
REQUIRED COVENANTS**

- A. The landowner and HOA shall be responsible for the control of state and county declared noxious weeds on their respective lots. Both unimproved and improved lots shall be managed for noxious weeds. In the event a landowner does not control the noxious weeds, and after 10 days notice from the HOA, the HOA may cause the noxious weeds to be controlled. The cost and expense associated with the weed management will be assessed to the lot and such assessment may become a lien if not paid within 30 days of the mailing of such assessment.
- B. Lot owners and tenants of the subdivision are informed that adjacent uses may be agricultural. Lot owners accept and are aware that standard agricultural and farming practices can result in dust, animal odors, flies, smoke, and machinery noise. Standard agricultural practices feature the use of heavy equipment, chemical sprays and the use of machinery early in the morning and sometimes late into the evening.
- C. All fences bordering agricultural lands shall be maintained by the HOA in accordance with state law.
- D. All structures must meet the fire flow requirements as outlined in the current adopted edition of the Uniform Fire Code unless the Fire Chief approves alternative provisions.
- E. Site plans of all lots must be submitted for review and approval by the Central Valley Fire District.
- F. All commercial structures shall be required to obtain building permits from the State of Mt Building Codes Bureau.
- G. A Home Owners Association shall be established and be required to maintain all interior subdivision roads and shall participate with the lot owners of Minor Subdivision No. 335 for the shared maintenance for Countryside Ln.
- H. The HOA shall be responsible for the maintenance of all parks within the subdivision.
- I. Each owner of property within Countryside Estates, as individuals and as members of the HOA, acknowledges the presence of Gallatin Field Airport. Each property owner within Countryside Estates Subdivision, as individuals and members of the HOA, acknowledges that air traffic could cause noise, vibration, dust, fumes, smoke, vapors, and other effects as may be inherent for navigation or flight in air, use of airspace, landing or takeoff from Gallatin Field. By this acknowledgement, each owner of property within Countryside Estates

Subdivision, as individuals and as members of the HOA assumes the normal and ordinary consequences of their actions when in, next to, or in the vicinity of Gallatin Field and air traffic there from.

Each owner of property within Countryside Estates Subdivision, as Individuals, agrees by acceptance of this covenant to hold harmless Gallatin Field and its successors in interest, Graham Development LLC, its members and successors in interest, and the HOA for injury to persons, property, and animals, and damage due to use by air traffic of the airspace over Countryside Estates Subdivision.

- J. Any covenant which is included herein as a condition of preliminary plat approval and required by the County Commission may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in these covenants and the governing body of Gallatin County.
- K. Open space vegetation/ fuels management plan for the parks shall be enforced by the HOA.
- L. Lots C1- C4 will be used for commercial purposes (office or retail uses).

Countryside Estates Homeowners Association

D2 Properties, Inc.

DBA Management Associates

682 Ferguson, #6

Bozeman, MT 59718

406-586-6500 Fax 406-582-9113

May 20, 2014

All Residents

Belgrade, MT 59714

To All Countryside Estates Subdivision Residents and Lot Owners:

In order to maintain an effective budget, Annual Assessment Dues will increase by 10% effective May 1, 2014. Residential and commercial lot assessments will be \$544.50 annually (136.13 per quarter) and multi-family lots will be \$484.00 per unit annually (\$121.00 per quarter). Hookup fees will remain the same as those that took effect on November 1, 2012. Single family lots are \$1,200.00, commercial lots \$1,500.00 and multi-family lots \$1,000.00 per unit.

Assessments will continue to be billed quarterly and are due upon receipt. Thank you in advance for your cooperation in the foregoing. Please contact Management Associates if you have any questions.

Sincerely,

Steve Quiroz
Countryside President

Cc: Board of Directors