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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND DESIGN GUIDELINES
FOR RIM POINT SUBDIVISION

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ARTICLE 1- DECLARATION OF PURPOSE AND BINDING EFFECT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

(“Declaration”) is made this ____ day of _____, 20__ by Regal Land Rimpoint, LLC, a Montana limited liability company, hereinafter referred to as “Grantor” or “Developer”.

RECITALS

1. Grantor is the owner of certain real property situated in Yellowstone County, Montana, which is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference. The property is the site of a residential development to be known as “Rim Point Subdivision” and hereinafter referred to as the “Property”;

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2. Grantor desires to subject ~~upon~~ the Property, together with all the buildings and other improvements now or hereafter constructed thereon, to this Declaration.

3. Grantor hereby declares that the Property shall be held, conveyed, sold and improved, subject to the declarations, limitations, covenants, conditions, restrictions and easements contained herein. All of these declarations, limitations, covenants, conditions, restrictions and easements shall constitute covenants and encumbrances which shall run with the land and each estate therein, and shall be perpetually binding upon all ~~owners~~ Owners and their successors-in-interest and assigns, and all persons having or acquiring any right, title or interest in or to any part or related appurtenance of the property of any ~~lot~~ Lot, parcel or portion of the ~~property~~ Property and any interest therein.

4. All Owners by acceptance of a deed to any Lot subject to this Declaration, and all purchasers of ~~lots~~ Lots under a contract of sale, agree to conform to, and be bound by these covenants, conditions and restrictions, and to accept jurisdiction of the ~~Homeowner's~~ Homeowner's Association, its Board of Directors, and the Design Review Committee, or grantor in all matters so defined by these covenants, conditions and restrictions.

NOW THEREFORE, Grantor does hereby make, establish, confirm and impress upon all of said real property the following covenants, conditions and restrictions, limitations, easements, and equitable servitudes, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, or any ~~lot~~ Lot, parcel or portion thereof, and to sustain the value, natural integrity, desirability and attractiveness of the Property.

ARTICLE 2- EXPANSION

1. Addition of Lots to this Declaration. Developer hereby reserves the right, in its sole discretion, until the twenty-fifth (25th) ~~iet~~ anniversary of the recordation of this Declaration, to add any or all lots in subsequent filings of Rim Point Subdivision (hereafter referred to as ~~expansion property~~ "Expansion Lot(s)"), to the provisions of this Declaration, without the consent of any other owner, mortgagee, or trustee or beneficiary of any trust indenture.

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2. Conditions of Expansion. Developer may proceed with the addition of ~~expansion property~~ Expansion Lots without the consent of Rim Point Homeowners Association, or any of the members of such Association, subject to the following conditions:

a) Developer may add ~~expansion property~~ Expansion Lots to the provisions of this Declaration one or more lots at a time, in any order by executing and recording an amendment to this Declaration, adding the ~~expansion~~ Expansion ~~lot~~ Lots to the provisions of the Declaration.

b) From and after the recording date of each such amendment the ~~owners~~ Owners of newly added ~~expansion property~~ Expansion Lots shall be members of Rim Point Homeowners Association, and shall be bound by the provisions of this Declaration and the By-laws of Rim Point Homeowners Association, as the same may be amended from time to time.

ARTICLE 3-DEFINITIONS

Unless otherwise expressly provided, the following words and phrases, when used in this Declaration and in the Project documents, shall have the following meanings:

1. Articles. The Articles of Incorporation of the Association, as restated or amended from time to time.
2. Assessment. Fees payable by an Owner to the Association as determined by the Board of Directors pursuant to this Declaration. Assessments may be designated as “Regular Assessments,” “Special Assessments” and “Extraordinary Assessments” as those terms are more specifically defined in this Declaration.
3. Association. “Rim Point Homeowners Association,” an Association formed by Grantor in conjunction with the execution and recordation of this Declaration.
4. ~~Board or~~ Board of Directors. The Board of Directors of the Association, as it shall be constituted from time to time as more specifically defined in Article ~~2-9~~ of this Declaration, also referred to herein as the “Board.”
5. Building. A ~~building or other structure constructed on a Lot~~ Structure.
6. Bylaws. The Bylaws of the Association as restated or amended from time to time.
7. Declaration. This Declaration of Covenants, Conditions and Restrictions as amended from time to time.
8. ~~Design Review Committee or DRC~~. A committee appointed to review all Plans for Improvements within the Project. The ~~Committee~~ committee shall be established and function according to procedures set forth in this Declaration. The Design Review Committee is also referred to herein as the DRC.
9. Design Standards. Guidelines and standards for Lot and ~~Common common Area area~~ Improvements as set forth in this Declaration and as amended from time to time.
10. Developer. Regal Land Rimpont, LLC, and its successors and assigns; provided, however that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder, unless specifically set forth in an instrument of succession or assignment or unless such rights and obligations pass by operation of law.
11. Governing Documents. The Article of Incorporation of the Association, this Declaration, and the Association Bylaws, all as initially drawn by the Grantor and filed and recorded as the case may be, and all as may be duly amended from time to time.
12. Grantor. Regal Land Rimpont, LLC, its successors ~~in interest~~ and assigns, but expressly excluding third parties or end users purchasing individual Lots for development and/or sale.
13. Improvement. A Structure or any other man-made undertaking.
14. Lot. Any ~~of the above designated~~ parcels of land ~~intended designated~~ for improvement in the Project, or such Expansion Lots as may be added to the Project in accordance with Article 2 above.

15. Member. A member of the Association, as defined in Article 9 of this Declaration.

16. Owner or Owners. The record holder or holders of title of a Lot or Lots within the Project. This shall include any Person having a fee simple title to any Lot, but shall exclude Persons or entities having any interest merely as a security for the performance of any obligation. Further, if any Lot is sold under a recorded contract for sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the “Owner”.

17. Person. Any natural person, corporation, partnership, association, trustee, personal representative of a decedent’s estate, or other legal entity.

18. Plans. Includes the site plan, building plan and landscape plan presented for review and approval by the Design Review Committee.

19. Property. The real property described above which is subject to this Declaration, and every easement or right appurtenant thereto, and all improvements on such real property.

20. Project. The ~~Subdivision~~ Property also known as the “Rim Point Subdivision”.

21. Project Documents. This Declaration and the Articles and Bylaws of the Association, as each exists or may be restated or amended from time to time.

22. Rim Point Subdivision. Rim Point Subdivision, Yellowstone County, Montana, and ~~lots in any subsequent filing of Rim Point Subdivision, if those lots are later subjected to the provisions of the Declaration by Developer~~ any Expansion Lots.

23. Service Charge. Compensation paid by an Owner to the Association for specific services provided to the Owner by the Association or for a violation of the ~~Conditions~~ conditions, ~~Restrictions~~ restrictions and ~~Covenants~~ covenants included in the Project Documents, as found necessary to cover Association costs as determined by the Board.

24. Structure. A man-made edifice including residences, buildings, guest houses, garages, outbuildings, shops, sheds, gazebos, platforms, solar cells, wind turbines, decks and constructed patios in excess of 100 square feet in area and/or four feet in height.

25. Zoning Ordinance. Yellowstone County zoning codes and ordinances, as amended from time to time, which are applicable to the Project.

ARTICLE 4 - USE RESTRICTIONS

1. Residential Use. Except as provided below, all residential Structures shall be built and used for single family residential purposes only. No more than one single family residence with or without an attached garage, and one private detached garage and/or shop for the use of occupants of such residence shall be permitted on each Lot. Grantor or the Board may provide exceptions, in their sole discretion, to allow homes to be rented.

2. Commercial Use. Except as otherwise provided below, no Lot shall be used at ~~anytime~~any time for business or commercial activity, or other non-residential purposes excepting, however, that a home business may be operated out of a residence where the use or activity complies with all of the following criteria: 1) the business is conducted exclusively by Persons residing on the Lot and/or immediate family members of such Persons, and 2) no noticeable increase in traffic over and above normal residential activity is generated by such home business, and 3) no exterior signs or other indications of the home business shall be displayed, and 4) the business activity complies with all requirements of Yellowstone County zoning ordinances.

3. Buildings Must Be New. Any residential ~~building or residence~~ Structure erected on a Lot shall be of new construction; no old or used residential ~~buildings~~ Structure shall be moved onto any Lot.

4. Temporary Residence. No trailer or other vehicle, temporary structure, garage, accessory ~~building~~ Building or outbuilding shall be used as living quarters or as a residence, except by the Grantor during the construction period.

5. Parking. No recreational vehicles, boats, campers, or trucks larger than those having a two-ton manufacturers rating may be parked or stored on a road or driveway within the Project, excepting emergencies and deliveries. No utility, boat, travel or other trailer, motor home, recreational vehicle, commercial vehicle, bus, ~~or~~ truck having a manufacturers rating of more than two-tons, unlicensed or inoperable motor vehicle or equipment, or vehicle which is in a state of disrepair, shall be parked or stored on a road or driveway within the Project, or shall be permitted to otherwise remain on any Lot for more than five (5) consecutive days unless placed or maintained within an enclosed ~~structure~~ Structure. Small utility tractors shall be stored in an enclosed ~~structure~~ Structure. All other motorized vehicles shall be parked or driven only on roadways, driveways, garages and designated parking areas. No heavy machinery, heavy equipment or similar items shall be stored, kept or maintained on a Lot except in the course of active construction. Operational passenger cars, passenger trucks, passenger vans or passenger sport utility vehicles shall not be parked on the street for longer than twenty-four (24) hours. An enclosed Structure must be able to be closed with a garage door—carports are prohibited.

6. Nuisances ~~Prohibited Activities~~. No noxious or illegal activity shall be conducted in Rim Point Subdivision, nor shall anything be done to interfere with the quiet enjoyment of

the other Owners or occupants of Lots. Excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise is prohibited in Rim Point Subdivision.

No Person shall allow any of the following to be done or conditions to exist on any Lot: (a) ~~maintain, allow or establish~~ any private or public nuisance; (b) any business, trade or activity (business or private) which is noxious, unreasonably noisy or offensive; (c) any place of public entertainment or amusement; (d) the manufacture, storage, sale or consumption of drugs, alcoholic beverages, or tobacco products, except for legal personal use or storage for medicinal purposes; (e) gambling; (f) the making, storing, reading, showing, viewing, playing, listening, renting, selling, transmitting, receiving or distributing of any material, regardless of form or medium, having morally offensive content appealing to the prurient interest in sex; or (g) any other conduct or condition which would be considered a nuisance or disruptive to the atmosphere of quiet meditation enjoyed by the parishioners attending the adjacent religious edifices ~~on any Lot~~. The Board of Directors, after giving one warning in writing, may fine ~~owner~~ Owners who subsequently violate this restriction, and such fines will be treated as a Special Assessment.

- 7. Maintenance. Each Lot and the exterior appearance of improvements thereon shall be maintained in a clean, neat and orderly condition at all times.
 - a. General Maintenance. Each Owner shall maintain all Improvements and landscaping located on their Lot, and the landscaping in the berm in the right of way in front of their Lot, in good and sufficient repair and shall keep the Improvements thereon painted or stained, lawns cut, shrubbery trimmed, rubbish and debris removed, and otherwise maintain the same in a neat and aesthetically pleasing condition. All damage to any Improvements shall be repaired as promptly as is reasonably possible.
 - b. Lots. Owners shall maintain their Lot(s) until construction is commenced. Maintaining a Lot shall include not allowing natural vegetation to grow beyond ten inches in height.
 - c. Unsuitliness/Blight. Any event or condition on a Lot which in the sole discretion of the Board or Grantor, creates an unsightly or blighting influence, shall be corrected or removed, as the case may be, by the Owner, immediately upon notification of such unsightly or blighting influence by the Board or Grantor, notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Declaration.
 - d. Restoration/Removal of Residential Improvements. In the event of the destruction of any portion of any Improvement, it shall be the duty of the Owner to restore and repair the same to its former condition or remove such Improvement as promptly as practical. If an Improvement is removed, the grounds of the affected area shall be restored in topography and vegetation so as to prevent any environmental damage and be aesthetically acceptable to the DRC. If reconstruction, remodeling or

renovation affects the exterior of an Improvement, respective Plans shall be reviewed and approved by the DRC.

e. Maintenance by Association. In the event that any Owner shall permit any Improvement, including any landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board shall notify the Owner to take corrective action. If corrective action is not taken by the Owner within such reasonable time, as determined by the Board in its sole discretion, after receiving said notification, the Board may cause such corrective action to be taken and shall assess the expense of correction to the Owner as a Special Assessment.

8. Screening. All unsightly facilities, equipment, objects and conditions shall be enclosed within an approved Structure or appropriately screened from public view. All trash, debris, garbage and refuse shall be kept in covered containers that shall be screened, walled, or kept in an enclosed area shielded from public view, except on days of trash pickup. All walls, enclosed areas or screening shall be a maximum of six (6) feet in height and shall otherwise must conform to the standards set forth in the Design Standards.

9. Animals/Pets. Except as otherwise provide herein, no insects, wild animals, cattle, pigs, poultry (except up to six (6) laying hens), goats, horses or livestock of any kind shall be raised, bred or maintained on any Lot. Domesticated dogs, cats, birds or other household pets which do not unreasonably bother or constitute a nuisance to others may be kept, provided they are not kept, bred or maintained for any commercial purpose.

10. Drainage. No Owner, Member or Person shall change or interfere with the designed drainage of any part of the Property in connection with the approved plans.

11. No Further Subdivision. No Lot shall be further subdivided, provided, however, that ~~(1) A~~ a Lot may be enlarged by consolidation with an adjacent Lot which shall be evidenced by a recorded instrument, and the resulting larger parcel shall thereafter be deemed to constitute a single Lot for all purposes under this Declaration, including voting rights. This restriction shall not prevent an Owner from transferring or selling any Lot to more than one Person to be held by them as tenants in common or joint tenants.

12. Signs. The only approved signs allowed on any Lot will be the following: "Home for Sale" or "For Rent" (if approved by Grantor or the Board), small signs designating home security (supplied by agency), signs temporarily posted for yard sales, and election signs. Election signs may only be displayed on Lots during the thirty (30) day period prior to the election, must be removed the day following the election, must be pertinent to election issues or candidates, and shall not exceed two feet by three feet in size. No more than three election signs shall be permitted on any Lot. No signs shall be in public right of way, except those installed by or required by the County and the signs placed in these areas by the Board.

13. Noxious Weeds. Each Owner shall control noxious weeds on his or her Lot.

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~~13.~~14. Antennas/Transmitters. Equipment such as antennas, satellite dishes, evaporative coolers and the like may only be mounted on that portion of a roof which is not visible from the street upon which a Lot is located, unless such installation is required to permit reception of the desired signal for a satellite dish not to exceed 24” in diameter and approved by the Board. No electronic or radio transmitter of any kind, other than garage door openers or customary home electronic devices, shall be located or operated in or on any Structure or on any Lot.

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ARTICLE 5-CONSTRUCTION REQUIREMENTS

1. Design Standards. All ~~improvements~~ Improvements to any Lot shall comply with the Design Standards as set forth in this Declaration, as they may be amended and adopted from time to time by the DRC or Grantor.
2. Design Review. No Improvement shall be built, constructed, reconstructed, erected, placed or materially altered on any Lot until applicable Plans therefore have been reviewed and approved by the DRC.
3. Scheduling. The Owner or the Persons performing the construction activity shall provide the DRC with the tentative construction schedule no later than one (1) week prior to initiating construction.
4. Duration. Construction of Improvements on a Lot shall be commenced within one (1) year from the date the Plans are approved by the DRC. Construction shall be diligently performed from commencement to completion of the exterior of the ~~Structure~~Improvement(s) and any necessary improvements to the grounds surrounding and affected by the construction of the ~~Structure~~Improvement(s). The exterior of the ~~Structure~~Improvement(s) shall be completed within one (1) year after the commencement of construction unless the DRC approves an extension due to extenuating circumstances. The Owner of the Lot(s) shall, within a period of one (1) year after occupancy of a newly constructed dwelling on the Lot, provide grass and/or other appropriate landscaping to cover all unimproved or disturbed areas of the Lot(s).
5. Compliance with Project Documents. It is the responsibility of the Owner to make sure that any and all contractors, subcontractors, material suppliers and others working on an improvement to the Owner’s Lot comply with all Project Documents. Failure to comply with the Project Documents may result in fines being levied against the Owner and/or a directive from the Board to discontinue construction (stop work order). Fines will be charged to the Owner as a Special Assessment.
6. Material Storage and Removal. No building material of any manner or character shall be placed or stored on the Property until the Owner is ready to commence construction of Improvements. All materials stored on-site during construction shall be neatly stacked on the Lot where they will be used.

7. Contractor Parking. Contractors, subcontractors, material suppliers and other Persons involved in the construction of Improvements shall park only on the Lot on which they are working. No parking will be allowed on any Lot that is not a part of the construction project. Fines for noncompliance will ~~be assessed~~ as Special Assessments to the Lot Owner. The fine will be a minimum of \$250.00. Photographs with a date and time stamp delivered by Grantor will be sufficient evidence to impose a Special Assessment on the Lot Owner.

8. ~~Lot Owners will Responsible for any Fines Assessed by the EPA, DEQ or any Other Governmental Agency~~Fines. Lot Owners will be required to provide SWIPPS for construction projects on their Lot(s). In the event that storm water or waste flows from one Lot (the “Noncompliant Lot”) to another Lot not owned by the same Person(s) (the “Downstream Lot”) and results in a fine to the Downstream Lot Owner, the Noncompliant Lot will be responsible for paying or settling any fine levied against the Downstream Lot Owner by any governmental agencies. The Noncompliant Owner agrees to pay to Grantor the amount of any fines levied by governmental agencies against Grantor for activities beginning on the Noncompliant Lot.

9. Construction Hours/Noise. In an effort to maintain the tranquility of the Project and to minimize inconvenience to neighboring Lots, no exterior construction activity shall commence before 7:00 A.M. or continue after 8:00 P.M., and no excessively loud playing of radios, or other amplification devices shall be allowed by construction workers so as to disturb Lot Owners.

10. Cleanup of Construction Debris. Owners shall require that all construction workers take reasonable measures to contain construction debris and other garbage on the Lot and surrounding areas, including but not limited to coffee cups, and food wrappers. Owners must arrange for cleanup of debris on the Lot and surrounding areas at least twice a week during construction. Fines for noncompliance will be assessed as Special Assessments to the Lot Owner. The fine will be a minimum of \$100.00 plus labor and the equipment required to clean up the construction debris and other garbage. Photographs with a date and time stamp delivered by Grantor will be sufficient evidence to levy such Special Assessment.

11. Foundations. All Structures will be required to have a soils report and will be required to have the foundations peered. Over excavation and re-compaction will not be an acceptable form of soil mitigation.

~~12.~~ HUD and Log Homes. No non-HUD compliant or Log Homes shall be permitted in Rim Point ~~Subdivision~~Subdivision.

~~13.~~ Duplexes/Multi-family Homes. No duplexes or attached multi-family homes shall be permitted in the Rim Point Subdivision.

~~14.~~ Prefabricated/Modular Homes. Except as set forth in Article 4, Section 4, prefabricated, modular, manufactured or existing homes may not be constructed or moved upon any Lot in the Rim Point Subdivision.

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ARTICLE 6 - UTILITIES

1. Utility Lines. All utility lines, cables and pipes shall be placed underground; no overhead lines shall be permitted. Installation of all underground services shall be coordinated to minimize the amount of excavation required. Each Owner is responsible for installation of underground services across his or her Lot from the adjacent service pedestal or junction box.

ARTICLE 7 - DESIGN REVIEW

1. Design Review. For the purposes of assuring the development of the Project as an area of high standards, the Grantor reserves the right to assure that any Improvement that is constructed ~~on individual Lots and the Property~~ in the Project meets standards and guidelines as set forth in this Declaration, including the Design Standards described below. ~~Grantor~~ The DRC reserves the right to make exceptions to the Design Standards as it shall deem necessary and proper. ~~Grantor~~ The DRC shall have the authority to augment, amend, or otherwise modify such Design Standards from time to time, without consent of any other ~~owner~~ Owners. ~~The DRC, without consent of any other owners may modify the Design Standards or adopt additional ones as it sees fit, and may authorize exceptions to the Design Standards as it sees fit.~~ At least ~~4 of the 5~~ seventy-five percent (75%) of the members of the DRC must consent, in writing, to the new or modified standards.

2. Design Review Committee. So long as Grantor owns any ~~of the above described lots, and any Lots in Rim Point Subdivision which are hereafter subjected to the provisions of this Declaration~~ Lot, Grantor shall have the sole authority to act as the DRC, or to appoint the members of the DRC ~~appoint a Design Review Committee (DRC). The DRC shall , to~~ consider and review any and all Plans submitted for approval based on Design Standards set forth in this Declaration. ~~Regal Land Development~~ Grantor, in its sole discretion, may elect to turn over its power to appoint the ~~Design Review Committee~~ DRC members to the ~~Association Board~~ at any time prior to ~~a sale of all Lots which are subject to the Declaration~~ relinquishing its ownership of its Lots. At such time as Grantor no longer has the authority to appoint the DRC due to Grantor’s voluntary relinquishment of control prior to selling all of its Lots, or due to Grantor no longer owning any Lot, the DRC shall be appointed by the Board. Unless other members of the DRC have been appointed by the Board, the Board shall act as the DRC. The DRC shall consist of not less than four (4) members, nor more than six members. The Board may remove members of the DRC at any time with or without cause.

3. Required Plan Review. ~~Subject to the exemption of the Grantor, n~~ No Improvement shall be erected, constructed, placed, continue to be constructed, or maintained upon any ~~lot~~ Lot, nor shall any major remodeling, reconstruction or alteration of a Structure’s

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exterior be made or continue to be made, nor shall any ~~M~~major ~~E~~excavation occur on the Property, unless and until the same has been approved in writing by the DRC.

4. Review Fees. The DRC shall have the right to require an Owner submitting an application for approval of Plans, or for preliminary review, to pay a review fee to compensate the DRC for reasonable expenses incurred in reviewing and processing the application. All applications shall be accompanied by the required review fee. The DRC shall not be obligated to initiate review of an application until such fees are paid. In addition, if the DRC determines that it is necessary or advisable to employ an architect or engineer to assist with review, it may do so. Fees paid to the architect or engineer shall be billed to the ~~owner~~Owner of the ~~lot~~Lot under review as ~~special~~Special ~~assessment~~Assessment by the Board, upon notification of the amount of those fees by the DRC, or in its discretion the DRC may require the Owner to pay those fees to the DRC before conclusion of the review process.

The DRC shall determine the amount of the application fee, and the preliminary review fee. ~~The DRC will notify the to be paid, and mail all owner~~Owners of the a schedule of ~~such the amounts of the~~ fees. The fees shall equal the estimated average of the costs which will be incurred by the DRC during the review process. The DRC, in its sole discretion, may modify or adjust the fee schedule from time to time, ~~as review costs increase or decrease~~.

5. Preliminary Plan Review. Preliminary ~~p~~Plan review shall be an optional informal advisory process intended to be an open dialogue process between an Owner and/or a prospective buyer of an ~~owner~~Owner's Lot, and ~~a member of~~ the DRC. At an Owner's request, a preliminary ~~plan~~Plan review may be held to review proposed ~~building~~Building and landscaping concepts and to discuss site considerations with ~~a designated representative of~~ the DRC. Request for a preliminary review shall be arranged by contacting a member of the DRC by phone, email or by mail. The DRC shall use good faith efforts to initiate the preliminary ~~plan~~Plan review process within ten (10) ~~working-business~~ days of receipt of any request for such review. The Owner requesting such review shall ~~be liable for a non-refundable~~ pay the DRC a preliminary review fee, payable at the time the ~~general preliminary plans are~~ is submitted to the DRC for review. The preliminary review fee shall be in an amount as established by the DRC pursuant to the DRC's schedule of fees. ~~The Person, or Persons, proposing the construction of an Improvement, should provide the designated DRC representative(s) with a general plan relating the following information for preliminary review; a) layout of driveways and parking areas, b) location, design and size of Structures, c) Major Excavations and effect on existing topographical features, and d) drainage patterns and stormwater system.~~

~~These general p~~The preliminary Plans can consist of sketches, drawings and/or photos; ~~and be related verbally to the DRC representative~~. It is the responsibility of the ~~o~~Owner or

purchaser to ~~relate~~ provide enough information to allow the DRC ~~representative~~ to make an informed review ~~regarding~~; setbacks, natural screening, architectural concept, exterior finishes and materials, ~~building~~ Building heights, view corridors, site drainage and ~~stormwater~~ storm water management, access drives, on-site parking, proposed outbuildings, utilities, preservation of existing trees, compatibility with surroundings and the requirements necessary for the final application. The ~~designated~~ DRC ~~member(s) providing the review~~ shall document ~~their~~ its findings in writing. Absent a material omission of fact, the DRC will be bound by the findings of the DRC in processing the final Plans and application. In the event of a material omission of fact in the final Plans or application, the DRC may reconsider the proposed Plans and application. Owner shall be responsible for the payment of an additional review fee in accordance with the schedule of fees determined by the DRC. ~~The Board shall be bound to this written record of findings in processing the final application.~~

6. Final Plan Review and Application. Before beginning the construction of any Improvement, any alteration of a Structure's exterior, or any landscaping changes, the Person desiring to erect, construct, or modify the same shall submit to the ~~Board~~ DRC two sets of final Plans for the proposed Improvements. These final Plans shall be signed by the Owner, contain all information requested and be accompanied by all other material to be submitted, as hereinafter provided, and by the review fee (this fee is in addition to the fee paid to the DRC for the preliminary Plan review). All final review applications and Plans shall contain, or have submitted therewith, the following materials as deemed appropriate for the proposed Improvements, ~~collectively called Plans~~, prepared in accordance with acceptable standards and submitted with an application form, ~~if any~~, as approved by the DRC:

a. Site Plan: A site plan showing: 1) the location of all Improvements including Structures, fences, walls, driveways, parking areas, utilities, outbuildings, decks; and 2) existing topography and contour in relation to the proposed Improvement, and cut and fill excavation requirements; and 3) other pertinent information relating to the Improvements. General or typical cross-sections and profile plans shall be submitted where ~~M~~major ~~E~~xecavation is proposed.

b. Building Plan: A building plan which shall consist of: 1) the Structures dimensions; and 2) elevation drawings or sketches of the exterior of the Structure(s); and 3) information concerning the exterior of the Structure(s) which shall indicate all exterior colors, materials and finishes, including roof, to be used.

c. Landscape Plan: A general landscape plan and/or drawings of proposed landscape features including planting areas, location of existing trees and proposed removal of such, proposed plant types, drainage plans and ~~a~~ Stormwater storm water ~~M~~management ~~P~~plans.

d. Other Information: The Board may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other

information as the DRC in its sole discretion reasonably exercised, shall deem necessary or convenient for the purpose of assisting the DRC, in reviewing and processing the application.

7. ~~Basic~~Basis of Approval. In reviewing the application, final Plans and the other materials submitted therewith, and in reaching a decision thereon, the DRC shall use its best efforts and judgment to assure that all Improvements shall produce and contribute to an orderly and aesthetically complimentary design and appearance, of a quality required to maintain the Project as a first class residential development. Approval by the DRC shall be based, among other things, on (a) the Design Standards, (b) the adequacy of the Lot dimensions in relation to the Plans, (c) conformity and harmony of external design with neighboring Improvements, (d) the effects of location and use of proposed Improvements on neighboring Lots and Common Area, (e) relation of Improvements and finished ground elevations to existing topography and grades, (f) natural landscaping of the Lot in relation to that of neighboring Lots, (g) proper facing of the main elevation with respect to that of neighboring Lots, ~~(h)~~ proper facing of the main elevation with respect to adjacent Lots and ~~C~~Common Area; ~~(i)~~ the overall aesthetics of subdivision; and ~~(j)~~ the conformity of Plans to the purpose and general plan and intent of the Declaration. ~~Because the review does include judgments about aesthetics by the DRC and because the aesthetic consideration cannot be clearly defined in this Declaration, the decisions of the DRC will be subjective in nature.~~ Each Owner, by acceptance of a deed to any ~~lot subject to this Declaration~~Lot, including ~~expansion~~Expansion Lots, agrees to accept the aesthetic decisions ~~to of~~ the DRC as final and binding, and waives any right to challenge those decisions through legal action.

8. Decision. Except as otherwise provided herein, the vote of a majority of all of the members of the DRC, or the written consent of a majority of all of the members of the DRC taken without a meeting, shall constitute an act of the DRC. Unless extended by mutual consent of the Owner and the DRC, the DRC shall render its decision with respect to the final application within thirty (30) days after the receipt of a complete application. If additional information is requested of the Owner to complete the review, a reasonable amount of additional time shall be allowed for the DRC to consider this information prior to rendering a decision. The decision of the DRC can be in the form of an approval, a conditional approval, or denial and shall be in writing, dated and signed by at least two (2) members of the DRC. A copy thereof shall be mailed to the Owner at the address shown on the application. Approval of final Plans shall be evidenced by a written endorsement on such final Plans, a copy which shall be delivered to the Owners of the Lot upon which the proposed Improvements are to be located. A copy of such final, approved Plans shall be kept on the respective Lot during the entire course of work to which said Plans relate. No significant changes or deviations in and from such final Plans, as approved, shall be made without the prior written consent of the ~~Board~~DRC. A denial of an application shall state the reasons for such denial. Conditional approval of proposed Plans as submitted and reviewed may be

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granted by the DRC outlining specific changes, alterations and amendment to such Plans that shall be required in construction of the proposed Improvement. Owner shall acknowledge acceptance of any conditional approval in writing prior to the start of construction.

9. Variances. The DRC may waive or grant variances to any conditions and restrictions contained in this Declaration, or to any prior approval, when, in the sole discretion of the DRC, circumstances such as topography, natural obstructions, aesthetics or environmental considerations, or hardship may so require, or when the proposed Improvement is not in strict conformance with the Design Standards, but meets the aesthetic intent of the Design Standards.

10. Changes to Approved Plans. Owners must obtain approval of the DRC to any changes to final, approved ~~plans~~ Plans if those changes affect the exterior of the ~~building~~ Building or the landscaping or other exterior improvements. A copy of approved revisions must be attached to the final, approved Plans, and be available at all times on the respective Lot during the course of construction.

11. Inspections. The Owner shall be responsible for the construction improvements in accordance with the final, approved Plans whether or not the members of the DRC perform any inspections. The DRC is empowered to inspect all work in progress on any Lot at any time but is not obligated to do so. Such inspections shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application. Should the DRC determine that there has been a deviation or a violation, it shall promptly issue a notice in writing thereof to the Owner, and to the Board, which notice shall specify the particulars of the deviation or violation and shall demand that the Owner conform to either or both of the following directives: a) the Owner shall immediately cease the activity which constitutes a deviation or violation; and/or b) the Owner shall adhere to the corrective measures set forth in the written notice.

12. Non-Liability. Neither the DRC nor any member thereof, or the Grantor or any partner, officer, employee, agent, successor or assign thereof, shall be liable to the Association, any Owner or other Person for any loss, damage or connected with the performance by the DRC members of their duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application. The aforementioned parties assume no responsibility for; a) the structural capacity, safety features, or building code compliance of any Improvement, or b) whether or not the location of a proposed Improvement is free from possible geologic or natural hazards, or other possible hazards caused by conditions occurring either on or off the subject ~~property~~ Lot, or c) the internal operation or functional integrity of any Improvement, or d) any Yellowstone County zoning ordinance or building code violations. Every Person who submits an application to the DRC for approval of Plans agrees, by submission of such an application, and every Owner agrees, by acquiring title thereto or an interest therein, to the design review process described herein, and not to bring

any action or suit against the Association, the Board, members of the DRC, or the Grantor or its officers, partners, employees, agents, successors or assigns to recover damages as a consequence of the design review process ~~set forth~~described herein.

13. Enforcement. The decisions of the DRC and the requirement to obtain approval of the DRC may be enforced by the Board or by any Owner by bringing an action for specific performance, or for an injunction, ~~prohibit or mandatory~~. Such actions shall be timely if brought within four (4) months after the DRC issues a written notice of the violation or within four (4) months after it becomes apparent that an ~~owner~~Owner has not obtained the required approval or has deviated from the ~~approval-approved plans~~Plans, whichever occurs later. In any such action, the prevailing party shall be entitled to recover all costs and attorney fees incurred from the losing party.

ARTICLE 8 - DESIGN STANDARDS

1. Landscaping. Landscaping for the grounds affected by construction of, and in the immediate area of a residential Structure, including the front, back and side yards, an ~~improvement~~ shall be completed within twelve (12) months after the Owner's occupancy. However, if the backyard is enclosed with a screened fence within the aforementioned 12-month period, Owner shall have an additional twelve (12) months to fully landscape the backyard (i.e., within twenty-four (24) months after the Owner's occupancy of the residential Structure).

2. Setbacks.

- a. No in-ground swimming pool or like facility shall be constructed on any Lot within 10 feet of any Lot line and only as permitted under the applicable zoning laws.
- b. No residence or other ~~building~~Building shall be located on any ~~lot~~Lot so that any part of the foundation is nearer than 20 feet from the front line of the ~~lot~~Lot on which the ~~building~~Building is located (front setback).
- c. No ~~building~~Building shall be located less than five (5) feet from either side ~~lot~~lot line of the ~~lot~~Lot on which the ~~building~~Building is located, measured from the lot line to the nearest wall of the ~~building~~Building (the side setback).
- d. Setbacks from any street for a ~~building~~Structure situated on a corner ~~lot~~Lot shall comply with the Zoning Ordinances, and with the front and side setbacks set forth in this section.
- e. Owners must comply with these setback requirements, and with the setback requirements imposed by Yellowstone County in its zoning ordinances in effect at the time of construction.

3. Design of Structures.

- a. Traditional Design. As the design of all ~~structures~~ Structures shall be traditional in attitude, the use of the traditional forms and design elements (e.g. pitched roofs, columns, arches, trellises, dormers, etc.) is encouraged. There is no requirement for a literal interpretation of a traditional style, but the design of all ~~structures~~ Structures should address the environment and homes customary to the community.
 - b. Exterior Walls. The DRC shall have the right to approve or disapprove the appropriateness of the material choice for the each particular situation. The materials used must be of consistent architecture and quality on all sides of the Structure. For example, materials not found on the front of a residential Structure shall not be added to the back or sides of said Structure. Metal and vinyl siding is not permitted.
 - c. Accessory Buildings. The construction materials for all accessory ~~buildings~~ Buildings and other ~~structures~~ Structures shall be consistent and compatible with the Home-residence and the other requirements of this ~~declaration~~ Declaration.
 - d. Minimum ~~h~~ Houses ~~s~~ Sizes. The ~~minimum size for homes in Rim Point Subdivision is 1,500 square foot on the main level~~ footprint of any one-story residential Structure or the main level of any ranch home with a basement shall not be less than 1,800 square feet, and the square footage of any two-story residential Structure shall not be less than 2,200 square feet, with a main level of not less than 1,500 square feet. Square footage shall not count garages, porches, or patios.
 - e. Garage Doors. Each residence shall have no more than one (1) street-facing garage door (one-car or two-car garage doors). Any other garage entrances shall be oriented away from the street servicing the residence.
 - f. Air Conditioning Units. Air conditioning units shall not be located on roofs, but may be located at ground level so long as they are screened from the street servicing the residence and adjacent Lots.
4. Fences. No fence or hedge or landscaping or similar enclosure (hereafter fences) shall unreasonably restrict or block the view of nearby Lots. For this purpose, fences shall be maintained at a height not greater than six (6) feet (except surrounding pool enclosures). No fences shall be constructed on any Lot until after the height, type, design and location thereof shall have been approved in writing by the DRC.
- a. The finished side of the fence must be erected so as to face the public view.
 - b. All fencing must be approved by the DRC.
 - c. Any partial decorative fencing unit can be painted stained, or weathered naturally providing there is a consistent and maintained finish.

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5. Yard lights. Each ~~home~~-residential Structure shall have a “yard” light. The yard light will be placed on a post in the front yard so as to provide lighting to the front yard, walkways and the front of the ~~home~~residence. The design of the yard light will be in keeping with the design of the ~~home~~-residence and the neighborhood. No high intensity lighting will be allowed.
6. Removal of Soil. Except as required for permitted construction, there shall be no removal of topsoil, sand, gravel, minerals or other materials, dredging or filling or changing in topography except as approved by the DRC.
7. Color.
 - a. After initial construction, no Structure shall be painted or stained until the color thereof has been approved by the DRC. The DRC shall have the right to refuse to approve the color of any paint or stain which, in its sole discretion, is inconsistent with the color scheme, or may detract from the value, of the other ~~Homes~~ residences located in the ~~Subdivision~~-Project or which color is not suitable or desirable for aesthetic or other reasons.
 - b. The exterior color palette of all structures should be subdued or moderate in intensity, with color tones tending toward the neutral end of the value scale as determined by the DRC.
8. Pools and Hot Tubs. Exterior hot tubs must be screened from adjacent properties and streets. All pumps, filters and equipment for spas must be located so as not to cause a nuisance to neighbors and must be screened from view.
- ~~8.9~~Driveways. Each Lot, when improved with a residential Structure, shall have finished, hard surface driveway (paved or poured) from the residential Structure to the boundary of the street, with sufficient space thereon to park at least three (3) automobiles without encroaching into the adjoining street.

ARTICLE 9-OWNERS ASSOCIATION

1. Organization of Association. The name of the Association is RIM POINT HOMEOWNERS ASSOCIATION, a non-profit corporation organization and existing under the laws of the State of Montana, charged with the duties and vested with the powers prescribed by law and as set forth in the governing documents of the Association. In the event of a conflict between the Articles of Incorporation and/or Bylaws of the Association and this Declaration, this Declaration shall prevail. So long as Grantor shall own a Lot in the Project, the Association shall not be incorporated without the consent of Grantor.
2. Duties and Powers. The duties and powers of the Association are those set forth in this Declaration, the Articles of Incorporation of the Association and its Bylaws, and the laws of the State of Montana. The duties and powers of the Association may be unilaterally changed by Grantor until such time as Grantor no longer has ownership of a Lot, after which the duties and powers of the Association may by changed ~~expanded~~ only upon the

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affirmative vote of sixty percent (60%) of the members ~~or by the grantor as long as the grantor has ownership of a lot~~ of the Association.

3. Membership. The Owner of ~~a~~each Lot shall automatically be a member of the Association and shall remain a Member thereof until such time as his or her ownership ceases for any reason, at which time his or her membership in the Association shall automatically cease. No membership shall be accorded to a Person not an ~~owner~~Owner of record. For purposes of Association voting, each Lot shall represent one (1) vote.

4. Bylaws. The affairs of the Association shall be governed by its Bylaws.

~~4.5.~~ Board of Directors. The Association shall governed by Grantor, and Grantor shall constitute the "Board," until the first to occur of (i) Grantor no longer owns a Lot, or (ii) Grantor decides, in its sole and absolute discretion, to relinquish control of the Association to the Board prior to conveying all its remaining ownership in the Lot(s). Except as provided below, the Board shall consist of three (3) Owners. Grantor shall have the right to appoint the members of the Board until such time as Grantor no longer owns a Lot. When Grantor no longer owns a Lot, the members of the Board shall be elected by a vote of the Owners with each Owner elected to serve for a term of three (3) years. A member of the Board appointed by Grantor need not be an Owner. At all other times, each member of the Board shall be an Owner. The Board is hereby granted the authority to and shall take actions required to implement and enforce the provisions of this Declaration. The Board may, by the majority vote of the members of the Board, adopt such bylaws or other procedures as it shall deem necessary for the operation of the Board. No member of the Board shall be liable to the Association or to any Owner or to any other Person for any loss, damage or injury arising out of or in any way connected with the performance of the Board's duties under this Declaration unless due to the willful misconduct or bad faith of the such member.

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ARTICLE 10-ASSESSMENTS

1. Purpose. The Assessments levied by the Association shall be used exclusively for the purposes set forth in the Declaration, and for the necessary expenses of operating the Association. Assessments shall be collected and enforced as provided in this Declaration.

2. Creation of Lien, Personal Obligation and Non-Waiver. Each Owner of any Lot, except Grantor, by acceptance of a deed, whether or not ~~it~~s shall be ~~so~~expressed in such deed, is deemed to covenant and agree to pay to the Association periodic Regular Assessments, Extraordinary Assessments and Special Assessments, which shall be established and collected as provided herein. Each ~~owner~~Owner of any improved ~~lot~~Lot by acceptance of deed for the ~~lot~~Lot, is also deemed to covenant and agree to pay to the Association all Assessments imposed by the Association. All Assessments, together with interest, costs, penalties and actual attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each Assessment is made. The ~~L~~lien will become effective upon

recording of a ~~n~~ Notice of ~~A~~ Assessment ~~L~~ien by the Board. Each Assessment, together with interest, costs, penalties and actual attorney's fees, shall ~~also~~ be the personal obligation of the ~~Person who was the~~ Owner of such Lot at the time ~~when the~~ such Assessment fell due. No Owner may exempt himself/~~herself~~ from liability for payment of ~~assessments~~ Assessments for any reason, or by the abandonment of his or her Lot.

3. Regular Assessments. The Board shall determine and fix the amount of the Regular Assessment against each Lot at least thirty (30) days in advance of the start of each calendar year. The Regular Assessments shall fund an adequate reserve to cover administrative costs incurred by the Board and their agents in the performance of their duties, common area maintenance expenses, and for such other purposes as may be deemed appropriate by the Board. Regular Assessments shall be paid in one annual payment. The Board shall exercise reasonable diligence to provide notification to all Owners ~~going forth of~~ the amount of the Regular Assessment for the following year at least thirty (30) days prior to the end of the ~~prior then current~~ year. If the Board fails to notify ~~owner~~ Owners of the amount of the Regular Assessment for the upcoming year, the ~~regular~~ Regular assessment Assessment for that year shall equal the ~~regular~~ Regular assessment Assessment for the prior year unless the Owners are subsequently notified by the Board.

4. Extraordinary Assessments. In addition to the Regular Assessments authorized above, the Board may levy, in any year, an Extraordinary Assessment, applicable to that year only, to defray any unanticipated or underestimated Regular Assessment; provided however, that the aggregate Extraordinary Assessments for any year shall not exceed fifteen ~~(15)~~ percent (15%) of the budgeted gross expenses of the Association (excluding reserves) for that year, without first obtaining the prior approval ~~by of~~ a majority of the total voting power of the Association.

5. Special Assessments. In addition to the Regular and Extraordinary Assessments authorized above, the Board may levy Special Assessments, without limitation as to the amount or frequency, against a Lot and its Owner to reimburse the Association for its costs incurred in bringing that Owner and his or her Lot into compliance with the Project Documents, including interest, penalties, actual attorneys' fees and costs.

6. Due Date of Assessments. All Regular ~~assessments~~ Assessments shall be due and payable on February 1st of each year, unless the Board approves payment in monthly, quarterly, or semiannual installments. Extraordinary ~~assessments~~ Assessments shall be due and payable when specified by the Board, or in the event the Board fails to specify a payment date, sixty (60) days after the Board gives notice of the amount of ~~the such~~ assessment to ~~owners~~ the Owners, whichever is later. Special ~~assessments~~ Assessments shall be due and payable when specified by the Board, or in the event the Board fails to specify a payment date, ten (10) business days after the Board gives notices of the amount of ~~the such~~ assessment to ~~the o~~ Owners, whichever is later. The Board may authorize a reasonable

schedule of installment payments for ~~extraordinary~~ Extraordinary or ~~special~~ Special ~~assessments~~ Assessments.

7. Allocation of Assessments. Each Lot, excluding Lots owned by Grantor, shall bear an equal share of each aggregate Regular and Extraordinary Assessments. Lots owned by Grantor shall not be subject to ~~assessments~~ Assessments.

8. Interest and Late Charges. If any part of any Assessment ~~of any type~~ is not paid within thirty (30) days of the due date, an automatic late charge equal to five (5) percent of the Assessment, but not less than ten (10) dollars, shall be added to and collected with the Assessment. This late charge is a penalty and shall not be deemed to be payment of interest. Additionally, if any part of the Assessment is not paid and received by the Association or its designated agent within thirty (30) days after the due date, the total unpaid Assessment, including the late charge, shall thereafter bear interest at the rate of fifteen ~~(15)~~ percent (15%) per annum until paid.

9. Transfer of Lot by Sale or Foreclosure. The sale or transfer of any Lot shall not affect any Assessment or Lien lien, or relieve the Lot from any liability therefore, whether the Lien lien pertains to the payments becoming due prior or subsequent to such sale or transfer. Notwithstanding the foregoing, the sale or transfer of any Lot pursuant to foreclosure or by deed in lieu of foreclosure of a first mortgage given in good faith for value and recorded prior to filing or recordation of a notice of assessment lien shall extinguish the Lien lien of all such Assessments as to payments that become due prior to such sale or transfer. Sale or transfer pursuant to mortgage foreclosure shall not, however, affect the personal liability of the Owner for unpaid Assessments.

10. Voluntary Transfer of ~~lot~~ Lot. In a voluntary conveyance of a Lot, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid Assessments due prior to the time of the grant of conveyance, without prejudice to the grantee's right to recover such amounts from the grantor. Prior to purchase, any purchaser, upon written request, shall be entitled to a written statement from the Board, setting forth the amount of the unpaid Assessments due the Association ~~on as of~~ the date of ~~the~~ such statement.

11. Enforcement of Assessment Obligation. The obligation to pay ~~a~~ Assessments shall be enforced by the Board on behalf of the Association. ~~Individual~~ Owners who are not members of the Board may not enforce the assessment obligation of other ~~owners~~ Owners, but may bring an action to compel the Board to do so.

12. Covenant to pay ~~Maintenance~~ Assessments. Each ~~owner of a lot subject to this Declaration~~ Owner, except Grantor, by acceptance of a deed, whether or not it shall be expressed in said deed, is deemed to covenant and agree to pay to the Association all ~~assessments~~ Assessments made by the Association and to waive any right said ~~owner~~ Owner may have, under the laws of the United States or the State of Montana, to claim a homestead exemption for said ~~assessments~~ Assessments. Owners and their grantees shall be jointly and severally liable for all unpaid ~~assessments~~ Assessments due and payable at the time of

conveyance of any ~~lot~~Lot, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore. The ~~Secretary-Treasurer of the Association~~Board (or its designated secretary/treasurer) shall notify third parties, upon their request, of the amount of unpaid ~~assessments~~Assessments on any ~~lot~~Lot.

13. Remedies for Non-payment of Assessments. All unpaid sums assessed by the Association to any ~~lot~~Lot, together with interest, collection costs, costs of suit, and reasonable attorney fees, shall constitute a lien on such ~~lot~~Lot, and if filed of record, may be foreclosed ~~in the same manner as a construction lien~~as provided by applicable law. Such lien shall not take priority over any sums unpaid on a first mortgage or trust indenture of record prior to the recording of the lien for ~~such a~~Assessments. Each ~~assessment~~Assessment, together with interest, collection, costs and costs of suit, and reasonable attorney fees, shall also be the personal obligation of the ~~owner~~Owner of the ~~lot~~Lot against which the ~~assessment~~Assessment was made at the time the ~~assessment~~Assessment fell due and suit to recover a money judgment for unpaid ~~assessments~~Assessments shall be maintainable by the Association against said ~~owner~~Owner without foreclosing or waiving the lien securing the same. All costs of collection of delinquent ~~assessments~~Assessments, including but not limited to, court costs, costs of filing liens, and attorney fees shall be the obligation of the non-paying ~~lot~~Owner, and may be added to the next ~~regular~~Regular ~~assessment~~Assessment for that ~~lot~~Lot. No sale or transfer of a ~~lot~~Lot shall relieve the acquirer from liability for past due ~~assessments~~Assessments or from the lien thereof.

ARTICLE 11 - ENFORCEMENT OF THIS DECLARATION

~~Enforcement.~~ Enforcement. The Association, acting through the Board, shall have the right to enforce, by any proceedings, at law or in equity, all conditions, covenants and restrictions, reservations, liens, and charges now or hereafter imposed by this Declaration. In addition, the Board, Grantor or DRC shall also have the additional enforcement rights set forth below. Except as otherwise provided herein, any Owner, or any of them severally, shall have the right to proceed at law or in equity to compel compliance with the terms of this Declaration, to prevent the violation or breach of any of its restrictions, and/or to collect actual damages for breach of any provisions of this Declaration.

~~a.1. Except as otherwise provided herein, any Owner, or any of them severally, shall have the right to proceed at law or in equity to compel compliance with the terms of this Declaration, to prevent the violation or breach of any of its restrictions, and/or to collect actual damages for breach of any provisions of this Declaration.~~

2. Complaints. Owners may express concerns and/or complaints in writing to the Board involving violations of this Declaration. The Owner shall address the issue with all affected parties prior to initiating a request for the Board action concerning the violation. When a violation is brought to the attention of the Board, the Board shall review the concern

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and/or complaint and take appropriate action as deemed necessary in the sole discretion of the Board.

3. Special Assessments. Prior to imposing a ~~special~~ Special assessment-~~Assessment~~ against any ~~lot~~ Owner, alleged violations will be investigated by a member of the Board. The Board member shall attempt to resolve the matter with the Owner or other Person responsible for the violation. If an appropriate and immediate resolution is not forthcoming, the Board shall provide written notification of the violation to the Owner. If the matter is not resolved within thirty (30) days from delivery of the written notice, the Board shall have the authority to levy appropriate Special Assessments according to the findings of the Board. Violations that damage or pose a significant threat of damage to the environment (water quality, vegetation, habitat, etc.) shall be subject to strong penalties. In the discretion of the Board, Special Assessments may be levied monthly (or at otherwise appropriate intervals) until such violation is corrected and/or acceptable mitigation measures are ~~put in~~ effect~~implemented~~.

4. Request for Reconsideration. An Owner may request that the Board reconsider a decision that is adverse to the Owner concerning a general violation. The Owner shall address the issue with all affected parties prior to initiating a request for Board reconsideration. The Board shall reconsider its original decision and take appropriate action as deemed necessary. Such decision and recommended action shall be final and shall not be subject to reconsideration or further appeal.

5. Costs: Reconsideration. If the Board incurs any costs in reconsidering an original decision, including the costs of retaining a consultant or attorney to advise the Board, such costs shall be paid by the party(s) making the request unless the Board's decision constitutes a substantial reversal of the original decision, in which event such costs shall be paid by the Association. If the Owner requesting the reconsideration is obligated to pay such costs, payment of same, shall be enforceable as a Special Assessment.

6. Restoration of Lot. In the event an Owner fails to plant or to maintain his or her Lot or the ~~improvements~~ Improvements thereon, as provided herein, in a manner which the Board deems necessary to preserve the appearance and value of the project, the ~~board~~ Board may notify the ~~owner~~ Owner of the work required and demand that it be done ~~as soon as necessary, as~~ within a timeframe reasonably determined by the Board. In the event the ~~owner~~ Owner fails to carry out such maintenance within such period, the Board may cause such work to be done and may assess the cost thereof to such ~~owner~~ Owner as a Special Assessment.

7. Structural Violations. The Board (or its designees) shall have the right, when there has been built or placed on any ~~lot~~ Lot, any ~~structure~~ Structure, ~~building, erection or construction~~ which is in violation of ~~the covenants, conditions and restrictions set forth in the Articles~~ this Declaration, to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner of the Lot, as soon as necessary by the

Board after written notice of such proposed actions are provided to the Owner and Owner has not remedied the same with fifteen (15) days of receipt of such notice (or such longer time as may be reasonably necessary to remedy the violation). Any ~~, and any~~ such entry and abatement or removal by the Board (or its designees) shall not be deemed to be trespass. All costs or expenses incurred in abating or removing such violation shall be paid by the Owner of such Lot as a Special Assessment.

8. Costs: Compliance. All costs, expenses and damages determined by the Board to be proximately caused by a deviation or violation, or costs and expenses incurred by the Association against the Owner of the Lot in remedying such deviation or violation shall be assessed to such Owner as a Special Assessment, which Special Assessment shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion.

9. Legal Proceedings. The Board shall be authorized on behalf of and in the name of the Association to commence such legal or equitable proceedings as are determined to be necessary or proper to correct or enjoin any activity or condition existing within the Project in violation or deviation of ~~, the continuation of which violates~~ the provisions of this Declaration. The Board shall not commence such legal or equitable proceedings until a written notice of the deviation or violation has been appropriately prepared and given to the Owner, and, if determined by the Board in its sole discretion, an appropriate period of time to cure such deviation or violation. ~~But~~ thereafter, the Board shall have the sole discretion to commence such proceedings.

10. Payment of Costs and Attorney Fees. In the event the Board and/or Association or any ~~owner~~ Owner shall prevail in any legal or equitable proceedings to enforce this Declaration, all costs and attorney fees incurred in connection therewith shall be reimbursed to the prevailing party by the losing party. If the Association is the prevailing party, upon the failure of said Owner to reimburse the Association within ten (10) days after written demand thereof is mailed to the Owner, the Association shall have the right to levy a Special Assessment against the Owner which Special Assessment shall be equal to said costs and expenses incurred plus any additional costs and expenses incurred by levying the Assessment. The Board shall also be entitled to collect from any ~~owner~~ Owner violating the provisions of this Declaration all costs and attorney fees incurred by the Board in enforcing this Declaration, including, but not limited to any costs or attorney fees incurred ~~without filing a legal action for enforcement, for to file filing a~~ any lien for past due ~~assessments~~ Assessments, and for foreclosure of an ~~assessment~~ Assessment lien; such costs and attorney fees may be assessed to the ~~violation-violating owner~~ Owner as a Special Assessment, or may be collected in any other manner permitted by law.

11. Enforcement Costs. Costs, as herein provided, shall include attorneys' fees, expert witness fees, filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out legal or equitable proceedings.

12. Non-Exclusive Remedy. The enforcement rights of the Association, as described herein shall not be deemed to be exclusive remedies of the Association. The Association may, in its sole discretion, without waiver of other legal or equitable remedies, pursue enforcement of its ~~assessment~~ Assessment ~~Liens~~, proceed to collect any past due amounts directly from an Owner, and/or pursue any other remedies available at law or in equity, ~~as set forth in this Declaration~~.

13. Failure to Enforce. Failure, delay or omission by any ~~owner~~ Owner or the Association to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. No action shall be brought or maintained by any Owner, against the Grantor, the Association, the Board, the DRC or any of their officers, directors, members, agents or representatives for or on account of their failure to bring or take any action to enforce any of the Project Documents or for imposing restrictions which may be unenforceable.

ARTICLE 12 - MISCELLANEOUS PROVISIONS

1. Prescriptive or Implied Easements. Owners, by acceptance of a deed to any ~~H~~ Lot, waive all rights to claim ~~P~~ prescriptive or ~~I~~ implied ~~E~~ easements as allowed by the laws of the State of Montana. No prescriptive or implied easements shall be created by the use of property belonging to other Owners.

2. Grantor's Right and Reservations. Grantor is undertaking the work of constructing the infrastructure and incidental improvements upon the Property to support the development of single family residences on ~~individual~~ the ~~Lots included in the Property or Project~~. The completion of that work is essential to the welfare of ~~said Property~~ the Project as a residential community. In order ~~that said work may be completed and said Property for the work to be completed and the Project to~~ be established as a fully occupied residential community as rapidly as possible and in a prudent manner, nothing in this Declaration shall be understood or construed to; a) prevent Grantor, its contractors, or sub-contractors from doing or storing anything on the Property ~~or any Lot thereof, whatever~~ that is reasonable, necessary, or advisable in connection with the completion of said work, and from conducting on any part of the Property its business of completing said work, or b) prevent Grantor or its representatives from erecting, constructing and maintaining on any part or parts of the Property, such ~~structures~~ Structures as may be reasonable and necessary for the conduct of its business of completing said work, and establishing said Property as a residential community, and disposing of said Property ~~in parcels of Lots~~ by sale or otherwise, or c) prevent Grantor from maintaining such signs, stakes, flag or advertising devices on any of the ~~properties~~ Lots as may be necessary for the sale or disposition thereof.

3. Non-Waiver. The various restrictions, measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the

protection and benefit of each Lot, and failure by the Grantor or any other Person or the Association to enforce any measure or provisions upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so in the future.

4. Severability. Each and every one of the covenants, conditions and restrictions contained herein shall be considered to be an independent and separate covenant and agreement, and in the event anyone or more of such ~~Covenants~~covenants, ~~Conditions~~conditions or ~~Restrictions~~restrictions shall be held to be invalid, unenforceable or in conflict with any law of the jurisdiction in which the Project is situated, all remaining ~~Covenants~~covenants, ~~Conditions~~conditions or ~~Restrictions~~restrictions shall nevertheless remain unaffected and in full force and effect.

5. Conflict of Project Documents. If there is any conflict among or between the Project Documents, the provisions of the Declaration shall prevail with subordinate authority given to the Articles and Bylaws of the Association.

6. No Warranty of Enforceability. While Grantor has no reason to believe that any of the restrictive covenants contained in the Declaration are or may be invalid or unenforceable for any reason or to any extent, Grantor makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants. Any Owner acquiring a Lot in the Project in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Grantor harmless therefrom.

7. Waiver of Claim against Association. As to all policies of insurance maintained by or for the benefit of the Association and its Members, the Association and the Members hereby waive and release all claims against one another, the Board of Directors and Grantor, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by negligence of or breach of any agreement by any of such Persons.

NOTWITHSTANDING THE FOREGOING, NO PROVISION OF THIS DECLARATION SHALL BE CONSTRUED ~~AS TO PREVENT OR LIMIT GRANTOR'S RIGHT TO COMPLETE THE DEVELOPMENT OF THE PROPERTY, OR TO PREVENT OR LIMIT GRANTOR'S RIGHT AND TO CONSTRUCT IMPROVEMENTS THEREON~~ ~~NOR GRANTOR'S OR RIGHT~~ TO POST SIGNS INCIDENTAL TO CONSTRUCTION OR SALES.

ARTICLE 13 - AMENDMENT AND TERMINATION OF THIS DECLARATION

1. Duration. This Declaration shall run with the land shall continue in force for a term of ~~thirty-seventy-five (3075)~~ years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a ~~N~~notice of ~~Termination~~termination is recorded ~~meeting in accordance with~~ the requirements set forth in ~~subsection~~Section 3 ~~—~~ Additions ~~-~~ or Deletions, below.

2. Amendment. The Board, or an Owner, through the Board, may propose an amendment to this Declaration. The text of a proposed amendment shall be included in a notice to all Owners. The resolution shall be adopted by the vote, in person or by proxy, or written consent of Owners representing not less than sixty-seven ~~(67)~~-percent (67%) of the ~~total voting power of each membership class of the Association~~ownership of the Lots.

3. Additions or Deletions. Additions to or deletions from this Declaration shall be proposed and adopted in the same manner as an amendment, but shall require approval of ~~owners~~Owners representing not less than ninety ~~(90)~~-percent (90%) ~~or the recorded owners or the grantor of the ownership of the Lots.~~Notwithstanding this Section 3 or the forgoing Section 2, the provisions of Article 4, Section 6 may not be deleted or amended in such a way so as to eliminate, or dilute the impact of, the restrictions referenced thereunder as of the date of this Declaration.

4. Recordation of Changes. A certificate, signed and sworn to by two (2) members of the Board of Directors, stating that the record Owners of the required number of Lots have either voted for or consented in writing to any amendment addition, deletion or termination adopted as provided above, when recorded, shall be conclusive evidence of that fact. The Association shall maintain in its files the record of all such votes or written consents for a period of at least four (4) years. Any changes to this Declaration shall be promptly recorded in the office of Yellowstone County Clerk and Recorder.

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IN WITNESS WHEREOF, the Grantor has executed this Declaration as of the date first set forth above.

Regal Land Rimpoint, LLC

By: _____
Its: _____

STATE OF MONTANA)
 : ss.
County of Yellowstone)

Subscribed, sworn to, and acknowledged before me by **Daniel Wells**, the Managing Member of Regal Land Rimpoint, LLC, this ____ day of _____, 201__.

Notary of Public

(SEAL)

|

Exhibit A

[Legal Description of the Property]

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