

After recording return to:
Viking-1 Investors, LLC
1846 Rolling Hills Street
Norman, OK 73072

2598643

Page: 1 of 16 11/15/2017 08:37:55 AM Fee: \$112.00
Charlotte Mills - Gallatin County, MT MISC

BRIDGE DISTRICT COVENANTS

WHEREAS, Viking I Investors, LLC, a Texas limited liability company, with address of 1846 Rolling Hills Street, Norman, OK 73072 (hereinafter referred to as "Owner/Declarant"), is the record owner of those lands within Gallatin County, Montana more particularly described as follows:

The SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 23, Township 2 South, Range 4 East, M.P.M. Gallatin County Montana, also, all that part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 23, Township 2 South, Range 4 East, lying West of the West line of the Right of Way of the Gallatin Valley Railway, within the following metes and bounds, to-wit:

Beginning at the SW corner of said Quarter Section, thence North 80 rods, more or less, to the NW corner thereof, thence East along the North line thereof a distance of 541.5 feet, more or less, to the West line of said railway right of way (said line being 25 feet from the centerline of said railway tract) a distance of 1440 feet, more or less, to the South line of said Quarter Section; thence West 25 feet to the place of beginning, and being the land purchased by Carl Figgins from Oscar Sales, as administrator of the estate of Melissa J. Tudor, deceased, on the 24th day of April, 1933 and which deed was recorded upon that day in Book 77 of Deeds, page 48, thereof, in the office of the County Clerk and Recorder of Gallatin County, Montana.

EXCEPTING THEREFROM that tract of land more particularly described in Survey Plat recorded in Film 5, page 915, records of Gallatin County, Montana;

FURTHER EXCEPTING THEREFROM that tract of land more particularly described in Certificate of Survey No. 1181;

AND FURTHER EXCEPTING THEREFROM that tract of land more particularly described in Certificate of Survey No. 449[Deed Reference: Film 106, Page 1168].

Hereinafter referred to as the "Property" and also referred to as "Bridge District"; and

WHEREAS, the Owner/Declarant, by and through the within protective covenants, hereby creates and imposes certain covenants, conditions, restrictions, limitations and regulations as to the use of the said Property, and the subdivision lots and other areas within the Property.

NOW, THEREFORE, the Owner/Declarant does hereby establish, dedicate, declare and impose upon the said real estate the following covenants, conditions and restrictions which shall run with the land and shall be binding upon and be for the benefit and value of the Owner and all persons claiming under them, their grantees, successors and assigns and shall be for the purpose of maintaining a uniform and stable value, character, structural design, use, maintenance and development of the premises and to all improvements placed or erected thereon unless otherwise specifically excepted and shall have perpetual existence unless terminated by law or amended as herein provided. These Covenants shall run with the land herein described and shall bind the Owner/Declarant and its heirs, successors and assigns.

ARTICLE I **DEFINITIONS**

1.1 "Property" shall mean and refer to Bridge District Subdivision located in the SE¼SW¼ of Section 23, Township 2 South, Range 4 East, M.P.M. Gallatin County Montana [Plat Reference: MINOR SUB 493].

1.2 "Owner" shall mean and refer to each and every record owner within the Property, including purchasers under a Contract for Deed, but excluding persons or entities having only a security interest in the Property. Where more than one person or entity holds such ownership interest in the Property all such individuals collectively shall be deemed the Owner of the Property.

ARTICLE II **ASSOCIATION ORGANIZATION AND MANAGEMENT**

2.1 Membership and Voting Rights. Each lot owner, including contract purchasers, is automatically a member of the Association, and membership in the Association is appurtenant to each lot. Each lot has one vote on any matter coming before the Association that requires a vote to do the Association's business. In the event a lot is owned by more than one person or entity, the owners must designate one person to be the agent for receiving notices hereunder, and for the purpose of voting. Lot owners who are not current in paying the annual assessments at the time of an Association meeting may not vote. In any and all meetings the Association will act by majority vote of those members attending either in person or by proxy provided the quorum requirements for such meetings have been met. If meeting attendance falls below a quorum threshold during the meeting, then the meeting must be adjourned and a new meeting called at a later date. The mechanisms for proxy voting and proxy forms are specified in the Bylaws. Exceptions to the majority vote requirements and proxy voting are specified herein.

2.2 Communication. Each lot owner is responsible for advising the Association of the lot owner's current mailing address, telephone number and e-mail address. The Association will be deemed to have complied with notice requirements and these covenants by electronically transmitting (e-mailing) or mailing by US Postal Service notice to the address of the designated lot owner on file with the Association. Electronic communications, including both e-mail and web site mechanisms, will be the primary method of communication by the Association. Postal mailing will only be done for those lot owners who specifically request communication by mail or unless mailing is specified in these covenants or in the Bylaws.

2.3 Association Annual Meeting and Notice. The Association will hold one annual meeting each year, the timing of which and meeting agenda items are specified in the Bylaws. Any Member may propose an agenda item for the annual meeting agenda providing the items are provided to the Board at least 30 days prior to the meeting. The purpose of the annual meeting is to elect a Board of Directors, approve budgets, assessments, and any levies necessary to conduct the Association's business; carry out any other business authorized by these covenants or the Bylaws; approve any improvements or changes to park and provide to the Board guidance or advice on any matters the Association deems important.

At least one written notice will be transmitted to all members not less than 90 days prior to the date of the annual meeting. Additionally, e-mail and web site postings will be done at 45 days and 15 days prior to the meeting. E-mail and web site postings at 15 days will include the meeting agenda and an annual financial summary.

The presence of 51% of members eligible to vote, attending either in person or by proxy, is a quorum necessary to conduct any business or take any actions authorized by these covenants. If the required quorum is not present, then a second meeting may be called no more than 60 days following the meeting lacking quorum. The second meeting will require 51% of members eligible to vote, attending either in person or by proxy for a quorum to conduct business. Notice for the second meeting will be transmitted 21 days prior to the meeting, with additional e-mail and web site notices posted 15 days prior to the meeting. If the second meeting does not have the required quorum, then a third meeting may be called no more than sixty 60 days after the second meeting lacking quorum. Notice for the third meeting will be transmitted 21 days prior to the meeting date with e-mail and web site notices done at 15 days prior to the meeting. The third meeting quorum requirement is modified to require 25% of members eligible to vote, attending either in person or by proxy for a quorum to conduct business.

2.4 Other Association Meetings. The Board may call additional Association meetings if the Board deems it necessary. Association Members may call additional Association meetings provided 25% of the members eligible to vote petition the Board in writing for such a meeting. Sixty (60) days written notice is required to be transmitted for any called additional meeting. The purpose, agenda and copies of meeting petition for all such additional meetings must be transmitted to all members and posted on the web site 30 days prior to the meeting.

2.5 Board of Directors. The Board will be composed of not less than one nor more than three Members selected by the Owner/Declarant until such time as the Declaration owns less than 51% of the lots. At the time when the Owner/Declarant owns less than 51% of the lots, the Board composition shall be not less than three nor more than five members who shall be elected annually by the Association. All meetings of the Board require a majority of Board Members attending for a quorum to conduct business. The Board will act by majority vote of those Board members attending. Proxy voting is not allowed in Board voting. The Board meeting schedule, location, agenda and notice are specified in the Bylaws. The Board shall have the authority and responsibility to act on all matters as shall be reasonably necessary to carry out the purpose of the Association, to enforce these covenants, as further enumerated in the ByLaws. The Board shall have the power to set a schedule of appropriate fines and disciplinary actions for violations of the provisions of these covenants. Penalties may include but are not limited to fines, temporary suspension of voting rights, or other appropriate discipline, provided that the member is given notice as provided in the Bylaws before the imposition of any disciplinary action. The procedures for such enforcement actions are described in the Bylaws. The Board is responsible for calling and noticing the annual meetings. The Board is responsible to update and abide by the Bylaws, which must include an amendment procedure that may be initiated by the Board or by Association members, and at all time in accordance with the Articles of Incorporation. The Board is authorized to create adopt fines and penalties for covenant enforcement.

2.6 Design Review Committee. The DRC will be composed of three members appointed by the Board. If a sufficient number of Association members cannot be found to form a DRC separate from the Board, then up to three Board members may be appointed to the DRC to ensure the DRC has the number of members necessary to do business. The DRC responsibilities and authority are described in Article IV. The DRC may seek authorization from the Board to hire outside expertise if it encounters situations in which it needs technical advice to meet its responsibilities. The DRC may delay, after notice to the applicant, the start of projects if it needs to seek outside technical advice to evaluate member construction projects against covenant requirements. The procedures for DRC function, including project description forms, procedures for Association members to engage DRC review, timelines for all matters related to DRC function as specified in the Board Bylaws or DRC Bylaws.

DRC shall act by a majority of its members and any authorization or approval made by the DRC must be signed by a majority of the members thereof.

ARTICLE III

MAINTENANCE ASSESSMENTS

3.1 Creation of the Lien and Personal Obligation of Assessments. Each owner of a lot by acceptance of a deed therefore, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay the Association all annual assessments, reserves, fines and penalties, and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The types of assessments, fines and penalties, together with interest, costs, and reasonable attorney's fees, will be a charge on the lot and will be a continuing lien upon the lot against the amount due. All types of assessments, fines and penalties, together with interest, costs, and reasonable attorney's fees, will be the personal obligation of the person who was the owner of such lot at the time when the assessment was due.

3.2 Purpose of Assessments. The assessments levied by the Association will be used exclusively to promote the recreation, health, safety, and welfare of the residents of the subdivision and for the improvement, repair, and maintenance of roads, park, the drainage system, and perimeter fences of the subdivision, in cooperation with adjoining property owners if required by Montana law, and to provide for snow removal and to promote the enjoyment and living of the members of the Association.

3.2.1 Payment of Road Assessment. Payment of assessments for road maintenance, repair and funds established for replacement, including chip seal and overlays, shall be levied based upon the proportional square footage of the building constructed on the lot.

3.3 Annual Assessments, Contingency Fund and Fiscal Reporting. The Board of Directors will prepare a written budget each year and recommend the amount of the annual assessment to the Association. No annual assessments may be levied until the election approving the budget and assessment is passed at the annual meeting by a majority vote of the members eligible to vote, either in person or by proxy.

The purpose of the annual assessment is to pay for routine operating expenses of the Association in each fiscal year. The annual assessment may also include budgeted line items devoted to savings for specific future improvements. The purpose of any assessment savings may only be changed at an annual meeting of the Association or at a special meeting called for this purpose by a majority vote of property owners who are present in person or by proxy.

The Association may designate certain budget line items that can be carried forward from year to year unspent as contingency funding for specified activities or it may establish a general contingency line item.

The Board has the authority to use the annual assessment funds and the contingency funds as it deems necessary to meet the day-to-day functions of the Association.

The Board of Directors will close the books at the end of every fiscal year, will report the financial status of the Association at each annual meeting, and will provide financial reports at any time to any Association member upon request.

3.4 Special Assessments for Capital Improvements. In addition to the annual assessments and contingency fund authorized above, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, major repair or replacement of roads, and other capital improvements if savings are not sufficient to meet the estimated costs. Any special assessment shall have the affirmative vote of the members eligible to vote, in person or by proxy at a noticed meeting attended by a quorum of the members.

3.5 Date of Commencement of Annual and Special Assessments. The due date of all assessments will be fixed and specified in the Bylaws. All assessments, exclusive of special assessments, shall be due no sooner than 30 days after the Association votes to levy the assessment. Special assessments shall be due no sooner than 90 days after the Association votes to levy the special assessment.

3.6 Effect of Nonpayment of Assessments, Fines or Penalties; Remedies of the Association. All assessments, fines or penalties not paid within 30 days after the due date will bear interest from the past due date at the rate of ten percent (10%) per annum. Any past due assessment fine or penalty on any lot may be recorded at the office of the Clerk and Recorder of Gallatin County, Montana as a lien and, from the date of recording, shall be notice of the lien to all third parties. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the lot. No owner may waive or otherwise avoid liability for the assessments, fines or penalties by nonuse, transfer or abandonment of the lot. The procedure for notification of such past due assessments and fines is set forth in the Bylaws.

3.7 Sale or Transfer of a Lot. Sale, transfer or encumbrance of any lot will not affect the assessment lien if recorded in the records of Gallatin County, or the personal liability of the owner, except to the extent extinguished by Montana law pertaining to liens, mortgages and trust indentures. No sale or transfer to a third party with actual or constructive knowledge of an assessment will relieve such lot from the liability for any outstanding assessments or from any assessments thereafter becoming due or from the recorded lien thereof.

ARTICLE IV
BUILDING AND USE RESTRICTIONS AND REQUIRED MAINTENANCE

- 4.1 The Property shall be used for both commercial and residential purposes as set forth herein.
- 4.2 Lots 1, 2 and 3 shall be utilized as light industry, commercial and business/office purposes. Residential uses are precluded and prohibited on Lots 1, 2 and 3.
- 4.3 Lots 4 and 5 shall be used for residential and home occupation uses, including vacation rental. Light industry, commercial and business/office purposes are precluded and prohibited on Lots 4 and 5.
- 4.4 All outdoor lighting on the Property shall illuminate only the area of structures permitted and parking areas and shall be shielded to significantly reduce light from being emitted off the Property.
- 4.5 Under and above ground fuel storage tanks are prohibited in the Bridge District Subdivision.
- 4.6 No pre-manufactured mobile homes, trailers, yurts, or geodesic domes shall be permitted on the Property. All permitted structures are to be built or assembled on site with new materials or first class recycled lumber (such as, for example, post and beam materials). Camping trailers, recreational vehicles, motor homes, and the like are permitted, provided that the same shall not be used for residential purposes and shall be parked or stored inside a permitted accessory structure.
- 4.7 All construction commenced on the Property shall be diligently pursued such that it shall be completed no later than twelve (12) months after the date of commencement, subject to force majeure and other events outside of the Owner/Declarant's control. No primary single family dwelling may be occupied for residential purposes until the outside thereof shall be completely finished and all necessary permits have been issued. All buildings erected on the Property and the construction activities associated therewith shall meet all applicable local, county, state, and federal regulations, and shall be in accordance with accepted building industry practices and the Uniform Building Code. Any vegetative area disturbed by construction activities shall be re-seeded to natural vegetation or landscaped appropriately.
- 4.8 No trash, waste, garbage, or litter shall be allowed to accumulate or remain on the Property. All waste shall be kept in sanitary containers, which shall remain inside an enclosed permitted structure, except on the single day when garbage or trash collection may service the Property. All trash, waste, garbage or litter shall be disposed of promptly on a regular basis. No burning of trash shall be permitted on the Property; however, burning of unwanted vegetative matter derived from or grown on the Property is permitted in accordance with all applicable local, County, and State regulations. The owner assumes all liability for such burning.
- 4.9 No junk, inoperable or unused vehicles or junk, inoperable or unused machinery or equipment shall be parked or placed or kept on the Property.

4.10 Home occupations on the Property within Lots 4 and 5 are permitted so long as the same is conducted in a portion of the primary single family residence, or in permitted accessory buildings. The activity must be clearly incidental and secondary to the use of the Property for residential purposes, and shall not change the character or appearance of the residence or the neighborhood. Home occupation must be conducted by the owner of the property and the business may not have employees who do not reside in the primary single family residence. Allowable home occupation shall not result in any significant increase in traffic to the Property either by the Owner or customers/clients of the home occupation. Planting, caring, harvesting, and gardening of crops and produce and the raising of livestock, except as prohibited by subsection (R) below, is permitted, whether commercial in nature or not.

4.11 The Property is and shall be subject to, and shall enjoy the benefits of, the easements, restrictions, and conditions shown on the recorded plat or survey of the Property on file and of record with the Gallatin County Clerk and Recorder, and as otherwise shown by the public records.

4.12 No animals, other than domestic animals, are permitted.

4.13 No noxious, offensive, illegal use or activity, or noisy activity, shall be permitted or carried on, nor shall anything be done or permitted which may be or become a public or private nuisance upon the Property.

4.14 All fences on the Property shall be maintained by the Owner of the Property in accordance with State law. Any new fences constructed on the Property shall be of wood post and rail, jackleg, or wood post and smooth tensile wire construction.

4.15 The owner of a lot shall be responsible for the control of noxious weeds on the Property in accordance with applicable state, county, and local regulations. In the event the lot owner fails to adequately control the weeds on the Property, the County may take action to control such weeds and assess the defaulting lot owner the costs thereof. Grass and hay on the Property shall be cut as needed.

4.16 The owners of Lots 1, 2, and 3 are responsible for the maintenance of the pedestrian facilities located in the subdivision, including, but not limited to, snow plowing, weed control, grading, etc. The Association shall assess and collect funds for the maintenance and repair of the pedestrian facilities.

4.17 The Association shall be responsible for maintenance of all interior roads, including the approach from the State Highway into the subdivision.

4.18 Storm Drainage Maintenance Plan

- 4.18.1 The Homeowners' Association (HOA) shall be responsible for adequate maintenance and operation of all storm drainage facilities (including roadside ditches, ponds, swales, culverts, etc.) located within the "storm drainage" easements and "utility" easements as shown on the Final Plat of Minor Subdivision No. 493. The individual lot Owners of Lots 1, 2, & 3 shall be responsible for adequate maintenance and operation of all storm facilities (including ponds, swales, culverts, etc.) that are only serving their individual needs of their respective lot.
- 4.18.2 All trash and debris shall be removed from the storm drainage facilities by no later than May 1st of each year. If the HOA fails to remove the trash or debris from the shared storm drainage facilities as described, individual lot owners may cause trash or debris to be removed and proportionately bill the Owners of the subdivision for such efforts. Similarly, if individual lot Owners fail to remove trash or debris from their lot specific storm drainage facilities as described, the HOA may cause trash or debris to be removed and bill the Lot Owner for such efforts.
- 4.18.3 The Homeowners' Association shall ensure that yearly maintenance is conducted to remove sediment or debris as needed from the storm water swales, ponds, and culverts so that the aforementioned facilities function properly. Until such time that the Association assumes the maintenance responsibilities of the storm drainage facilities, such requirements shall be the responsibility of the Developer.
- 4.18.4 The control of noxious weeds by the Homeowners' Association on those areas for which the HOA is responsible, including storm drainage easements, roadside ditches, etc. shall comply with the Weed Management and Revegetation Plan as approved by the Gallatin County Weed Control District.
- 4.18.5 The individual lot owner of Lot 4 shall be required to landscape 21,200 square feet (0.487 acres) of lawn area and the individual lot owner of Lot 5 shall be required to landscape 26,670 square feet (0.612 acres) of lawn area. Lawns shall be maintained at a height of 2 ½" – 3 ½" and shall be irrigated/water, fertilized, controlled for noxious weeds, and otherwise properly cared for. If each individual lot owner fails to properly maintain their lawn area, the HOA may cause the lawn to be maintained at the Owner's expense.

4.19 Fire Protection Plan

4.19.1 Description of Fire Protection Service/Arrangement

The subject property is located within the Gallatin Gateway Rural Fire Department's District. The District is able and willing to provide fire protection services for the subject property consistent with other properties within their service area.

4.19.2 General Fire Protection Requirements

4.19.2.1 Access to and from and within Subdivision: All five (5) of the proposed lots are anticipated to access an internal subdivision road. The internal road will intersect Highway 191 (Gallatin Road). The maintenance of the proposed internal subdivision road is anticipated to be the responsibility of the homeowners' association.

4.19.2.2 State of Montana Fire Code Requirements: All future residential, commercial, and combination use structures shall be required to meet the current edition of the Fire Code adopted by the State of Montana, the current applicable National Fire Protection Association standards, as well as any additional requirements provided by fire protection authority having jurisdiction (FPAHJ).

4.19.2.3 Building Separation: All new structures that are constructed on the same lot shall meet applicable setback requirements. All structures protected by fire sprinkler systems and all detached non-sprinkled structures (including accessory buildings) shall provide at least 50 feet of separation.

4.19.2.4 Driveways to Structures: The anticipated future driveways to each of the proposed lots are anticipated to be a minimum of 12 feet wide for driveways less than 300 feet long and a minimum of 16 feet wide for driveways more than 300 feet long. The future driveways shall provide a vertical clearance of at least 15 feet and provide at least a four foot (4') zone of reduced vegetation on each side of the driving surface.

4.19.2.5 Addressing Posted: All future homes and commercial structures shall provide addressing on the building. Number size shall be at least four inches (4") tall and shall meet the requirements of the Gallatin Gateway Rural Fire Department.

4.19.2.6 Fire Protection Sprinkler/Fire Alarms Systems: All future residential, commercial, and combination use structures have been proposed to be served by a fire sprinkler system. The future fire sprinkler system shall be design by a fire suppression specialist at the time of the future structure construction. The design & construction of future fire sprinkler systems as well as the design & construction of fire alarm systems shall meet the current Fire Code adopted by the State of Montana, current applicable National Fire Protection Association standards, additional requirements provided by the Gallatin Gateway Rural Fire Department, as well as additional applicable building code requirements.

4.19.3 Two to Five Lot Minor Subdivision Fire Protection Packages.

This development has proposed that all new residential, commercial, and combination use structures be served by a fire sprinkler system. The future fire sprinkler system(s) shall be designed by a fire suppression specialist at the time of construction. The sprinkler system(s) are proposed to be served by an on-site water supply well (and cistern if necessary). The fire protection supply is anticipated to be provided via the fire hydrant located at the northwest corner of the intersection of Elk Grove Lane and Concinnity Court, which is owned and operated by the Four Corners Water & Sewer District. Additional fire hydrants may be used in the immediate project vicinity to supplement fire flows.

4.20 Open Space Fuel Management Plan

4.20.1 The Owner's Association shall administer the open space fuel management plan, which is intended to reduce fuel loading associated with site vegetation on the property. Administration of the plan involves review of fire risks, assessment of current and anticipated site conditions, and recommendations to minimize wildland fire potential. Review may occur on a yearly basis, at the annual meeting of the Association, or more frequently.

4.20.1.1 Each lot shall consist of hardscape and/or irrigated lawn immediately surrounding the structure, which shall be cut and watered often enough to prevent fire hazard. The buffer, or defensible space, is intended to reduce potential for a fire on the improved property from spreading to wildland fuels, and from a fire in wildland fuels from spreading to the structures.

4.20.1.2 Property owners with portions of the property in the river bottom, riparian area, or floodplain, shall continue, within practicality the general practices for land management that could incorporate establishment of native grasses in ditch areas and riparian areas, and removal of dead trees, dead branches, and brush. The owners could provide regular cuttings and/or mowing where practical.

4.20.1.3 A copy of the Final Plat and/or Site Plan of the property shall be included for review at the annual meeting of the Association.

4.20.1.4 Property owners shall remove slash, snags, vegetation that may grow into overhead electrical lines, other ground fuels, ladder fuels, dead trees, and thinning of live trees as recommended by the Owner's Association.

4.20.1.5 The above fuel-reduction measures shall be accomplished by the property owners, as needed each fall, spring, and summer.

4.20.1.6 The Owner's Association may enforce these provisions as outlined in the Protective Covenants of the Minor Subdivision by Viking-1 Investors, LLC, by appropriate action.

4.21 Wildland/Urban Interface Fire Protection Covenants

4.21.1 Maintenance of Fire Protection Water Supplies by Subdivision HOA: A written agreement has been consummated between the developer and the Four Corners Water & Sewer District, for use of the existing off-site municipal fire hydrants across Highway 191, on public streets in Elk Grove Subdivision. Each future lot owner shall provide payment to Four Corners Water & Sewer District prior to construction and development of each individual lot, per the fees outlined in the agreement. (Ref: Resolution 2011-01 Water Supply for Fire Protection).

4.21.2 Maintenance of Fire Protection Features, such as defensible spaces, driveway routes, fuel breaks, fuel modification plan, and greenbelts must be maintained to their original performance capability in perpetuity by the property owners.

ARTICLE V **COUNTY REQUIRED COVENANTS**

5.1 The control of noxious weeds is the responsibility of the lot owner, whether the lot is improved or unimproved, and shall be as set forth and specified under the Montana Noxious Weed Control Act (MCA §§7-22-2101 through 7-22-2155) and the rules and regulations of the Gallatin County Weed Control District.

5.2 Lot owners of the subdivision are informed that nearby uses may be agricultural. Lot owners accept and are aware that standard agricultural and farming practices can result in smoke, dust, animal odor, flies and machinery noise. Standard agricultural practices feature the use of heavy equipment, burning, chemical sprays and the use of machinery early in the morning and sometimes late into the evening.

5.3 All garbage shall be stored in animal-proof containers or be made unavailable to animals.

5.4 Pets shall be controlled by each lot owner and are not allowed to roam at-large.

5.5 Owners acknowledge that wildlife damage to landscaping and other property may occur. Owners shall accept the risk and shall not file claims against any governing body for such damage.

5.6 All structures shall be constructed in compliance with Montana State-adopted codes for construction, including codes for the pertinent Seismic Zone, and current fire codes as adopted by the State of Montana.

5.7 Lot owners are encouraged to route storm water away from domestic wellheads and perform water quality testing on their domestic well water by a certified drinking water laboratory for bacteria and nitrate testing once a year.

5.8 The water use limits and irrigated lawn and garden area shall be as follows:

<i>Lot</i>	<i>Domestic Use (AF)</i>	<i>Commercial Use (AF)</i>	<i>Lawn and Garden Use (AF)</i>	<i>Lawn and Garden Area (square feet)</i>	<i>Total Water Use Limit (AF)</i>
<i>1</i>		<i>0.35</i>	<i>1.825</i>	<i>31,800</i>	<i>2.175</i>
<i>2</i>		<i>0.35</i>	<i>0.752</i>	<i>13,100</i>	<i>1.102</i>
<i>3</i>		<i>0.35</i>	<i>1.004</i>	<i>17,500</i>	<i>1.354</i>
<i>4</i>	<i>0.28</i>		<i>1.825</i>	<i>31,800</i>	<i>2.105</i>
<i>5</i>	<i>0.28</i>		<i>2.973</i>	<i>51,800</i>	<i>3.253</i>

5.9 Temporary erosion control measures shall be installed and continuously maintained for the duration of construction and shall include:

- All non-construction areas shall be clearly marked and protected during construction by fencing or other identifications;
- The protection of loose piles of clay, debris, sand, silt, or other earthen materials during periods of precipitation or runoff with filter fabric fence, hay bales, temporary gravel, and/or earthen or sand bag dikes;
- All soils disturbance activities shall cease if adverse weather conditions exist. Adequate temporary erosion control measures shall be immediately installed during adverse weather conditions.

5.10 No water may be removed from any irrigation ditch, canal, or other water conveyance facility without a water right, permit, or written water lease agreement with the appropriate water users and/or water conveyance facility's authorized representatives.

5.11 Unless there is written consent from the appropriate water users and/or water conveyance facility's authorized representatives, post-development storm water, snow melt runoff, water from dewatering practices, or other water originating from within the boundaries of the subdivision shall not discharge into or otherwise be directed into any irrigation ditch, canal, pipeline, or other water conveyance facility.

5.12 Lot owners shall remove any trash or debris that originated from within the subdivision and has accumulated in the water conveyance facilities passing through the subdivision by no later than May 1st of each year. If any lot owner fails to remove the trash or debris as described above, the water user and/or water conveyance facility's authorized representatives may cause the trash or debris to be removed and bill the lot owners for such effort.

5.13 Lot owners are hereby notified of the water users, water conveyance facility's authorized representatives, and/or their designee's right to access the property to maintain and repair the water conveyance facility (this includes, but is not limited to, placement of excavated material, removal of vegetation and debris along the water conveyance facility): to install, repair and or adjust headgates and other diversion structures, and to carry out other normal means of repair and maintenance related to the ditch/canal.

5.14 To assure non-interference with water conveyance facilities, no new structures (other than structures for the maintenance and operation of the water conveyance facility), fences, landscaping (other than grass), or roads, may be installed or erected within the water conveyance facility non-interference setback, except where agreed to in writing by the water users and/or water conveyance facilities authorized representatives.

5.15 Lot owners shall not undertake any activity that would result in the interference or obstruction in the transmission of water in the water conveyance facility. Before any maintenance, improvements, or modifications are performed on any water conveyance facility, written permission must be obtained from the water users and/or water conveyance facility's authorized representative prior to commencing such work. Upon completion of maintenance, improvements, or modifications to any water conveyance facility, the person responsible for such work shall provide written notice to the water users and/or water conveyance facility's authorized representatives and allow them an opportunity to inspect such work.

5.16 All new structures on Lot 4 and Lot 5 shall be designed and constructed to the lowest-floor elevation within the structure and is at least two feet above the 100-year flood elevation.

5.17 No excavation, grading, placement of infill, or erection of structures may take place within the regulatory floodplain.

5.18 Any new or replacement pedestrian bridges across the Lower Middle Creek Supply Ditch shall be subject to compliance with the requirements of the Gallatin County Floodplain Regulations and approval of the Lower Middle Creek Supply Ditch Company.

5.19 Any covenant, which is included herein as a condition of the preliminary plat approval and required by the County Commission shall not be amended or revoked without the mutual consent of the owners, in accordance with the amendment procedures in the covenants, and the County Commission.

ARTICLE VI
TERM, ENFORCEMENT, APPLICABILITY, AND CHANGE

6.1 These Covenants shall run with the land and shall be in perpetuity.

6.2 Any covenant in Article V, County Required Covenants, are required as a conditions of the preliminary plat subdivision approval and are required by the Gallatin County Commission. Covenants required by the County and set forth in Article V shall not be amended or revoked without the mutual consent of the owners, in accordance with the amendment procedures of these Covenants and the County Commission.

6.3 Enforcement of these Covenants shall be by proceedings either at law or in equity against any person or persons violating or attempting to violate any covenant; and the legal proceedings may be either to restrain violation of the Covenants or to recover damages, or both. In the event of any action to enforce these Covenants, the prevailing party shall be entitled to recover costs and reasonable attorney's fees to be set by the court. In any such action, if the relief applied for is granted either in whole or in part, the applicant shall be deemed the prevailing party.

6.4 Any failure to enforce any Covenant or provision contained herein, shall in no event be deemed a waiver or in any way prejudice the rights to enforce that Covenant or any other Covenant thereafter, or to collect damages for any subsequent breach of these Covenants.

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

6.6 In any conveyance of the above-described real property or of any tract therein, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the Property is subject to the Covenants herein contained, without setting forth such Covenants verbatim or in substance in said deed. Any of the above-described real property and tracts shall be subject to the Covenants set forth herein, whether or not there is a reference to the same in a deed or conveyance.

6.7 A breach of any of the foregoing Covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any tract or portion of the real property or any improvements thereon. However, the said Covenants shall be binding upon and inure to the benefit of any subsequent Owner whose title thereto was acquired by foreclosure, trustee sale or otherwise.

6.8 These Covenants, other than County Required covenants, may not be changed in whole or in part except with the consent of a unanimous vote of the Property and any owners of lots therein.

IN WITNESS WHEREOF, the Owner/Declarant has executed this instrument as of this

5th day of October, 2017.

OWNER/DECLARANT:

VIKING-1 INVESTORS, LLC

By:

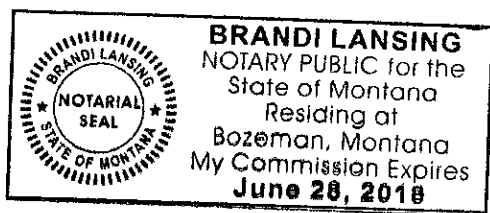
Its:

[Signature]
Owner/Declarant

STATE OF Montana)
) ss.
County of Gallatin)

On this 5th day of October, 2017, before me, a Notary Public for the State of Montana, personally appeared Hjalmar Syverson, known to me to be the owner of VIKING-1 INVESTORS, LLC, whose name is subscribed to the within instrument and acknowledged to me he executed the same on behalf of the LLC.

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



Brandi Lansing
Notary Public for the State of Montana
Residing at: Bozeman, Montana
My Commission Expires: June 28, 2018