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Debbie Pierson, Flathead County MT by JS

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3160 Parkwood Lane
Bigfork, MT 59911

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Declaration of Covenants, Conditions, and Restrictions

This Declaration of Covenants, Conditions, and Restrictions ("Declaration") for the Green Valley Subdivision is made on this 1st day of June, 2022 by the Montana limited liability company, Mummy Mountain, LLC ("Declarant"), by and through its duly authorized Agent and Manager, Nathan Lucke.

ARTICLE I

OWNER, PURPOSE, IMPOSITION OF COVENANTS, AND VISION

Section 1.1: Owner. The Declarant is the owner of the property ("Property") in Flathead County, Montana, more particularly described as follows:

Lots A-1, B-1, and C-1 of the Green Valley – First Filing located in Section 20, T29N, R20W, PMM according to the official Plat thereof on file and or recorded in the official records of Flathead County, Montana.

Section 1.2. Purpose. The purpose of the Declarant in making this Declaration is to create a development known as "Green Valley" or the "Green Valley Subdivision" on the Property. "Green Valley" includes Lots A-1, B-1, and C-1 of the Green Valley – First Filing, records of Flathead County. It also includes Additional Property that may be subjected to this Declaration as well as any further subdivisions of the Property as permitted in this Declaration.

The Declaration further intends to ensure the attractiveness of the Property and the lots within the Subdivision, including the dwellings and other improvements constructed on it; to guard against future impairment of the Property, to guard against the construction on the Property of improvements of improper or unsuitable materials or with improper quality or methods of construction; to protect and enhance the values and amenities of the Property; to provide for



the operation, administration, use and maintenance of the Private Roads and Fire Suppression Filling System within the Property; and to preserve, protect and enhance the values and amenities of the Property.

Section 1.3. Imposition of Covenants. To accomplish the purposes indicated above, the Declarant hereby declares that from the date of recording this Declaration forward, the Property will constitute a neighborhood known as Green Valley, and will be held, sold, and conveyed subject to the following covenants, conditions, and restrictions (collectively, "Covenants" or "Declaration"). These Covenants will run with the land and will be binding upon all persons or entities having any right, title, or interest in all or any part of the Property (including Declarant) and their heirs, successors, and assigns, and their tenants, employees, guests, and invitees. These Covenants will inure to the benefit of each Owner of the Property.

Section 1.4. Vision. The Declarant envisions Green Valley to be a high-quality neighborhood wherein neighbors are neighborly and Owners take pride in ownership. Properties will be kept generally clean with quality curb-appeal.

This does not mean everything has to be extravagant or picture perfect. This is still Montana. Homes are meant to be lived in and property used; we don't need to pave and park-out every inch of our property. Gravel driveways are acceptable and so are barbed wired fences. Firewood stacks need to go someplace and recreational vehicles parked. Not everything needs to be stored in a building or hidden from view. If you don't like seeing your neighbor's woodpile, then plant some trees on your property.

As part of developing the lots, Owners should be considerate of the fantastic mountain and valley views and will place their homes and other structures taking into consideration how it affects their neighbors including existing and future homes. Some views will get partially blocked; it will be inevitable. But that doesn't mean owners shouldn't be thoughtful before they locate structures on their property. These are relatively large Lots, and you have room to think about where your home and outbuildings should be located.

The Declarant hopes the homes will be mid- to higher-end with varying architectural styles such as modern, contemporary, ranch, craftsman, modern farmhouse, log, mid-century modern, mountain, and country to name a few. Preferably, the more variety in tasteful architecture the better to provide a more desirable and flavor to the feel of the subdivision.

However, some architectural styles are not so awesome. A-frames, barn-miniums, and structures with walls of nothing but garage doors facing the street are not aesthetically pleasing. Building a nice home but then putting up a giant pole barn shop with all metal siding and roofing is also not aesthetically pleasing and not great for your neighbor's view. Add some awnings, windows, change up the siding, do some creative roof lines, or something to add some



architectural appeal. If it's weird, boring, or you're only focused on functionality, then you're likely not adding value to your lot or the neighborhood.

The bottom line is that you should build a nice home, maintain it well, and be thoughtful of how your home affects your neighbor's view. The same is true for any outbuildings if you chose to build any. Perfection is not needed, but some thoughtfulness to your friends and neighbors will only bring value to the overall subdivision and benefit you in the long run.

Finally, be a good neighbor. Help do your part to make the neighborhood a quality area that enhances property values and is a joy in which to live. Mind your own business and worry about you and your property, not your neighbor and theirs. This Declaration provides the mechanisms needed to address bad-actors, but the Declarant encourages good old-fashion person-to-person civil dialogue as the best mechanism to address issues in the neighborhood.

ARTICLE 2

DEFINITIONS

Section 2.1. Accessory Dwelling Unit (ADU). A dwelling or living unit added to, created within, or detached from the principal single-family dwelling that provides the basic requirements for living, sleeping, eating, cooking and sanitation. An ADU also includes dwellings or living units that may be referred to as a guest home, caretaker's facility, short term rental, or apartment.

Section 2.2. Accessory Use, Building, or Structure. A use, building or structure, or part of a building or structure which is subordinate to and the use of which is incidental to that of the main building, structure, or use of the same lot.

Section 2.3. Agriculture. The use of land for agricultural purposes including farming, dairying, pasturage, grazing land, livestock and poultry husbandry, and the necessary accessory uses. Raising and harvesting timber are also included. For the purposes of this Declaration, agriculture does not include feed lots.

Section 2.4. Association. "Association" shall mean and refer to the Declarant until such time as the subdivision has come within the jurisdiction of a Homeowners Association for purposes of administering and enforcing the covenants hereafter set forth. The Homeowners Association, which the Declarant intends to assume jurisdiction over the subdivision, is the Green Valley Homeowners Association, its successors or assigns.

Section 2.5. Basement. That portion of a floor of a building partly underground and having at least one-half of its height more than five (5) feet below the adjoining finished grade.



Section 2.6. Building Line. That part of the building nearest the property line including building corners, faces, covered decks or porches and decks over three feet in height. Eaves that are 3 feet or less in extension from the building line are not part of the building line.

Section 2.7. Common Expenses. Common Expenses means all expenses incurred by the Association in administering, servicing, conserving, managing, maintaining, repairing or replacing any Improvements located on it; all expenses expressly declared to be Common Expenses by this Declaration; all expenses lawfully determined to be Common Expenses by the Association; and all expenses to be allocated among the Owners as provided in this Declaration.

Section 2.8. Crawl Space. An area of limited height between the bottom of the floor joist and the earth that is not a basement giving access to wiring, plumbing, mechanical equipment, etc.

Section 2.9. Dairy. Any premises where three or more cows, three or more goats, or any combination thereof, are kept, milked and/or maintained as the primary use of the property.

Section 2.10. Declarant. Mummy Mountain LLC, its successors or assigns.

Section 2.11. Declaration. This document of Declaration of Covenants, Conditions, and Restrictions of Green Valley, as may be amended from time to time.

Section 2.12. Dwelling. A building used for human residential purposes that includes facilities for living, sleeping, cooking, eating, and sanitation.

Section 2.13. Family. One or more individuals who live together.

Section 2.14. Feed Lot. A commercial activity wherein the feeder stock (cattle, swine, etc.) are purchased, enclosed in small areas, and fattened for sale and slaughter. Feedlots shall not include normal ranching operations that include the pasturing of livestock.

Section 2.15. Fence. A masonry wall or a barrier composed of parts connected by boards, rails, panels, or wire for the purpose of enclosing space or separating parcels of land. Retaining walls are not considered to be fences.

Section 2.16. Fire Suppression Filling System. A system constructed for the purposes of filling fire engines that is approved by the Flathead County Commissioners for filing the final plat(s) of Green Valley.

The Fire Suppression Filling System has not been designed or constructed at the time of the recording of this Declaration. It is believed the Fire Suppression Filling System will include a well, pump, pump house, piping, electrical controls, and fire hydrant. Once the system is



designed, installed, and found acceptable by the County Commissioners, Declarant is allowed the right, without restriction, to file an addendum to this Declaration providing an updated definition of the Fire Suppression Filling System based on the completed system infrastructure, including the possibility that no Fire Suppression Filling System was required to be built.

Section 2.17. Fire Suppression Filling System Maintenance. "Fire Suppression System Maintenance" shall be as described in Article 9 of this Declaration.

Section 2.18. Garage. An accessory building or accessory portion of another building or dwelling enclosed on not less than three sides and designed to be used for the shelter or storage of vehicles or other personal property.

Section 2.19. Home Occupation. Any use conducted entirely within the dwelling or accessory structure and carried on by the members of the family which use is clearly incidental and secondary to the dwelling for dwelling purposes and does not change the character thereof and in connection therewith are no commodities sold from the premises except that which is produced thereon. Home occupation also includes working from home as has become commonplace after the Covid 19 pandemic.

Section 2.20. Improvement. All buildings, structures, parking areas, loading areas, fences, walls, hedges, plantings, lighting, poles, driveways, roads, trails, gates, signs, changes in any exterior color or shape, excavation and all other site work, including, without limitation, grading, driveway/access construction, utility improvements, and any new exterior construction or exterior improvement which may not be included in the foregoing. Improvement does not include turf, shrub, or tree repair or replacement of a magnitude which does not change exterior colors or exterior appearances. Improvement does include both original improvements and all later changes or modifications and additional improvements.

Section 2.21. Junkyard. A lot, land or structure, or a part thereof used for the collection, storage, and sale of waste material, scrap metal, or discarded material, or for the collection, dismantling, storage, salvaging or sale of parts of machinery not in running condition.

Section 2.22. Junk Vehicle. A vehicle that is wrecked, dismantled or inoperable, and unlicensed.

Section 2.23. Livestock. Horses, bovine animals, sheep, goats, swine, donkeys, mules, llamas, and other similar ungulates.

Section 2.24. Lot. "Lot" shall mean a parcel of land on file in the Office of the Flathead County Clerk and Recorder.



Section 2.25. Lot Coverage. That portion of the Lot that is occupied by any building or structure.

Section 2.26. Manufactured Home. Housing built on a chassis designed and constructed for transportation to a site for installation and use when connected to required utilities. Also referred to as "mobile home" or "modular home".

Section 2.27. Member. See "Owner".

Section 2.28. Mini-Storage. Any Lot designed and used for the purpose of renting or leasing individual domestic storage spaces to tenants who are to have access to such space for the purpose of storing and removing personal property.

Section 2.29. Owner. "Owner" shall mean and refer to every person or entity who is a recorded Owner of a fee, or undivided fee interest in any Lot which is subject to Covenants of record and or assessment by the Association. Record Owners who have sold any Lot under a recorded contract shall not be considered Owners, while the purchaser of any Lot, which is a part of the Properties, under a record contract, shall be considered the Owner for all purposes herein. Persons or entities having an interest in any Lot merely as security for the performance of an obligation are hereby excluded.

Section 2.30. Pasture. An area confined within a fence or other physical barrier and which area is used for grazing or roaming of livestock.

Section 2.31. Period of Declarant Control. "Period of Declarant Control" means the period beginning on the date this Declaration is first recorded in the office of the Clerk and Recorder of Flathead County, Montana, and ending on a date exclusively and solely determined by Declarant not to exceed ten years from the recording date of this Declaration. Declarant may terminate its period of control by written notice via certified mail to the Association.

Declarant reserves in perpetuity and without restriction its rights established in Article 11 after the Period of Declarant Control ends for all or any portion of the property located within Lot A-1 of the Green Valley – First Filing.

Note by Declarant. Declarant does not want to maintain control for an extended period. However, the Declarant intends to subject additional property to this Declaration by further subdividing Lot A-1 of the Green Valley – First Filing (currently contemplated as shown on the Green Valley Masterplan (see Exhibit A)). If favorable real-estate market conditions continue, it is likely Declarant will terminate control in about three years once most of the lots have sold. However, if economic or other conditions change, Declarant may choose to maintain control for



longer. As such, Declarant provides no warranty or guarantee, expressed or implied that the Period of Declarant Control will terminate prior to ten years.

Section 2.32. Permitted Use. Any use authorized alone or in conjunction with another use and subject to the limitations set forth herein.

Section 2.33. Person. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity or combination thereof.

Section 2.34. Principal Use. The primary or predominant use to which the property is or may be devoted, and to which all other uses on the premises are accessory.

Section 2.35. Private Roads. "Private Roads" shall mean the roadways in the Green Valley Subdivision in their entirety including turnarounds (cul-de-sac or hammerhead) platted as Private Access and Public Utility Easements on the official plat of record. It does not include driveways to individual lots, Columbia Falls Stage, Eastland Cross Road, or Fairview Cemetery Road.

Section 2.36. Private Stable. A detached accessory building in which horses or other animals owned by the occupant of the premises are kept and in which no such animals are kept for hire, remuneration or sale.

Section 2.37. Properly Engineered Foundation. A foundation system that provides adequate support of the home's vertical and horizontal loads and transfers these and other imposed forces, without failure, from the home to the undisturbed ground (below the frost line in frost susceptible areas).

Section 2.38. Properties. Those Lots described herein as the Green Valley – First Filing, records of Flathead County, as well as subsequent subdivisions, Amended Plats or subdivision exemptions of the Property lawfully created pursuant to Flathead County Subdivision Regulations and Montana laws.

Section 2.39. Road Maintenance. "Road Maintenance" shall be as described in Article 8 of this Declaration.

Section 2.40. Setback. The horizontal distance required between the property line (or other designated line such as the edge of pavement of a Private Road) and the building line.

Section 2.41. Short-term Rental Housing. A residential use in a dwelling unit designed for such use for periods of time less than 30 days. Short-term Rental Housing may be referred to as vacation rental, VRBO, Airbnb, etc.



Section 2.42. Single-family Dwelling. A structure designed for residential use by one family for living or sleeping purposes including a kitchen and bathroom facilities for use solely by one family.

Section 2.43. Snout House. A dwelling with an attached garage wherein the garage portion of the structure protrudes closer to a Private Road than the remaining portions of the structure and the garage doors face the Private Road.

Section 2.44. Storage Yard. Any lot or portion of the lot which is used for the sole purpose of the outdoor storage of fully operable motor vehicles, construction equipment, construction materials, or other tangible materials and equipment in an orderly manner.

Section 2.45. Structure. A combination of materials constructed and erected permanently on the ground or attached to something having a permanent location on the ground including buildings and signs.

Section 2.46. Subdivision. See Properties.

Section 2.47. Use. The specific purpose for which a building or lot is arranged, intended, designed, occupied, and maintained.

Section 2.48. Vacation Rental. See "Short-term Rental Housing."

ARTICLE 3

PROPERTY RESTRICTIONS

Section 3.1. General Restriction. Lots will be used only for the purposes set forth in these Covenants and as permitted by the laws of Flathead County, the State of Montana, and the United States.

Section 3.2. Permitted Uses. Permitted uses on the Lots include one single-family dwelling per lot, one accessory dwelling unit (ADU) per lot, home occupations, agriculture, and private stable. Accessory Structures to permitted uses are allowed. Lots may be used for any number and or combination of permitted uses and structures, except no lot shall contain more than one single-family dwelling and one ADU (i.e., maximum of two dwellings on each Lot).

Section 3.3. Prohibited Uses. No profession, business, manufacturing, trade or commercial activity may be conducted on any Lot except home occupations and agriculture. All uses that are not permitted uses are prohibited uses including but not limited to mini-storage, junkyards, feed lots, storage yards, or commercial stables.



Section 3.4. Minimum Lot Area. No Lot shall be less than two acres of gross area, except as noted for a northerly lot if Lot B-1 is subdivided as described in Article 3, Section 3.6.2. See Article 3, Section 3.6.3 regarding boundary line adjustments.

Section 3.5. Setbacks. All setbacks are from the building line to the property line unless noted otherwise.

3.5.1 Lots B-1 and C-1, Green Valley – First Filing

3.5.1.A Setbacks for single-family dwelling and accessory dwelling unit

Front: 75 feet from the edge of asphalt of Green Valley Lane
Side: 75 feet
Rear: 75 feet

3.5.1.B Setbacks for Accessory Structures

Front: 75 feet from the edge of asphalt of Green Valley Lane
Side: 50 feet
Rear: 50 feet

3.5.1.C Maximum height

Single-family dwelling: 30 feet
Accessory dwelling unit: 20 feet
Accessory structure: 25 feet

3.5.1.D Permitted Lot Coverage: 10% of gross lot area

3.5.2 through 3.5.10

These sections are reserved exclusively by the Declarant to be amended at Declarant's sole discretion for Setbacks of Additional Property or further subdivision of Lot A-1.

Section 3.6. Further Subdivision. No lot shall be further subdivided, except

3.6.1 Lot A-1 may be further divided by the Declarant or his successor without restriction.

3.6.2 Lot B-1 of Green Valley – First Filing may be divided into a total of two Lots with a northerly lot and a southerly lot. The southern lot shall be a minimum of two acres in size. Access to the northern Lot shall be from Eastland Cross Road or a shared

access with the southern lot's access point onto Green Valley Lane. The subdivision of Lot B-1 cannot be recorded at the Flathead County Clerk and Recorder's office before December 31, 2024. If Lot B-1 is further divided, only one dwelling may be built on each of the subdivided lots.

- 3.6.3 A change in boundary lines between adjoining Lots shall not be considered a subdivision. Two or more contiguous Lots may be combined to form a smaller number of Lots, but no Lot shall be created that is smaller than two acres, except as noted for the subdivision of Lot B-1 (northerly lot, if subdivided).

Section 3.7. Architectural Control Committee Approval Required for Improvements. The Architectural Control Committee must approve any and all Improvements on an Owner's lot before construction of an improvement can start.

Section 3.8. Architectural and Building Construction Standards.

- 3.8.1 Building Code Compliance. All construction shall meet industry standards including the most current version of the Uniform Building Code, National Plumbing Code, Uniform Fire Code, National Electrical Code, and any other applicable, established Codes. It is the owner's responsibility to ensure construction or modification of improvements comply with applicable codes:
- 3.8.2 Construction Timing. All structures shall be fully completed externally within one year from commencement of construction, including siding and/or masonry, paint, roof, ground rough graded, soffits, fascia, trim, windows, steps, decks, access, landscaping (revegetation/weed control), and building debris removed.
- 3.8.3 Foundation Consideration of Potential Shallow Ground Water. Structures shall be constructed on a Properly Engineered Foundation. Construction of crawl spaces, basements, or installation of equipment below natural ground surface shall be engineered to properly consider the potential of shallow ground water. Declarant provides no warranty or guarantee, expressed or implied, regarding the suitability of Lots to allow for construction of basements or crawl spaces below natural ground surface.
- 3.8.4 Architecture. The following architectural styles may be acceptable to the Architectural Review Committee: modern, contemporary, ranch, craftsman, modern farmhouse, log, mid-century modern, mountain, and country. Other architectural styles may also be acceptable at the sole discretion of the Architectural Review Committee. The main level floor plan of all dwellings shall be designed with at least

eight corners. For example, a simple rectangular dwelling design would have four corners. A rectangular dwelling with one bump out would have eight corners.

- 3.8.5. Number of Stories. No single-family dwelling or accessory building may be more than two stories in height.
- 3.8.6. Roof Systems. Single family dwellings and ADU's are required to have a minimum of 3 roof elevations. Other accessory buildings are required to have a minimum of 2 roof elevations. All roof systems for all structures are required to have a minimum of 2-foot eaves.
- 3.8.7. Exterior Siding and Color. A minimum of two siding finishes is required for all structures. No building is allowed to only have metal siding and metal roofing. A minimum of two exterior siding colors is required for all structures. Colors must be earth tones, white, or as approved by the Architectural Control Committee. Color requirements do not apply to brick, stone, or masonry.
- 3.8.8. Garages and Garage Doors. A minimum two-car garage (attached or detached) shall be built on each lot with construction of the single-family dwelling. No snout houses are allowed. No more than two garage doors with a combined door width of 20 feet may generally parallel and face the Private Road. No one side of any structure may contain more than three garage doors totaling a combined door width of 40 feet.
- 3.8.9. Accessory Buildings. All accessory buildings including Accessory Dwelling Units must complement and be harmonious with the single-family dwelling. Complement and harmonious does not mean the architectural styles need to match or be the same. For example, an attractive traditional barn can complement several single-family dwelling architectural styles.
- 3.8.10. Lighting. All exterior lighting including porch and yard lighting shall be hooded, screened or directed in a manner such that the light source or the diffuser emitting the light shall not be directed towards or substantially illuminate towards adjoining Lots or the Private Roads.
- 3.8.11. Prohibited Structures. No temporary building or partly finished building or structure including a shack, tent, house trailer, mobile home, modular structure, double-wides or prefabricated structures designed to be hauled or moved on wheels, camper trailers or truck-mounted campers shall be erected or placed upon the property or used as a single-family dwelling, ADU, or otherwise. No structures classified as Class A, B, or C manufactured homes shall be brought to or utilized as a single-family dwelling, ADU, or otherwise on a Lot.

Due to progress in construction standards and practices, prefabricated structures set on a permanent properly engineered foundation may be considered on a case-by-case basis by the Architectural Control Committee. Temporary structures may be allowed while a permanent dwelling is under construction upon Architectural Control Committee approval.

Section 3.9. Accessory Use and Structure Requirements. Accessory uses and structures customarily incidental to the permitted uses are allowed.

3.9.1 Permitted accessory uses or structures shall meet the following requirements:

1. The use or structure shall be customarily incidental to the principal use established on the same lot.
2. The use or structure shall be subordinate to and serve such principal use.
3. The use or structure shall contribute to the comfort, convenience, or necessity of the Lot owner.
4. No accessory structures, except fences or hedges, shall be constructed in any front yard.

3.9.2 The accessory uses, buildings or other structures permitted include the following:

1. Fences, including barbed wire and electric fences used for the containment of livestock or other animals.
2. Private garages, shops, barns, and sheds for the storage or maintenance of recreation, farm equipment, and other private property.
3. Private greenhouses, vegetable, fruit, or flower gardens.
4. Structures for the shelter of household pets.
5. Gazebos, enclosed patios, and similar structures for recreational use.
6. Private recreational uses and facilities including, but not limited to, swimming pools and tennis courts.
7. Home occupation that complies with the provisions contained herein.

Section 3.10. Home Occupation Requirements. A home occupation is permitted in any dwelling, subject to the following provisions:

- 3.10.1 No outdoor storage shall be permitted.
- 3.10.2 No mini-storage, stock yard, or junkyard uses are allowed.
- 3.10.3 Exterior signs shall be restricted to one unlighted sign not exceeding four (4) square feet in surface area on the Owner's Lot and no closer than 20 feet from the Private Roads.

- 3.10.4 No home occupation shall be conducted in a manner which will be detrimental to the residential use of said residence or cause a nuisance to surrounding residences because of vibration, noise, dust, smoke, odor, interference with radio or television reception, or other factors.
- 3.10.5 Any need for parking generated by the conduct of such home occupation shall be provided for off the Private Roads and shall be paved with asphalt or concrete.
- 3.10.6 The home occupation shall not generate vehicle traffic in excess of that which is characteristic of the neighborhood.
- 3.10.7 No home occupation shall generate as a by-product for disposal or cause to be dumped any hazardous waste including chemicals and cleaners, other than the volume and types that would be normally generated by a typical single-family home.
- 3.10.8 No home occupation shall cause an increase in any one or more utilities so that the combined total use for dwelling and home occupation purposes exceeds the average for residences in the neighborhood.
- 3.10.8 No more than one (1) person other than members of a family residing on the premises shall be engaged in such occupation on the property at any given time.

Section 3.11. Short-term Rental Housing Requirements.

- 3.11.1 Either the single-family dwelling or an ADU may be used as a Short-term Rental on a lot, but not both.
- 3.11.2 Short-term rentals shall meet Flathead County Environmental Health Department requirements.
- 3.11.3 Exterior signs shall be restricted to one unlighted sign not exceeding four (4) square feet in surface area on the Owner's Lot and no closer than 20 feet from the Private Roads.
- 3.11.4 The name and number of a local contact person or management company shall be provided to the adjacent landowners.
- 3.11.5 Short-term Rental Housing shall obtain any required licenses and be subject to any applicable taxing requirements such as a State of Montana Public Accommodation License for a Tourist Home and State Bed Tax, respectively.
- 3.11.7 Adequate off-street parking spaces shall be provided and must be paved with asphalt or concrete.

Section 3.12. Certain Improvement Restrictions.

- 3.12.1 Utilities. All utilities shall be underground, unless prohibited by code or law. There shall be no exterior antennas except for small satellite dishes, which shall be unobtrusive.

- 3.12.2 Driveways. All driveways shall be paved with asphalt or concrete for at least 30 feet from the Private Roads towards the primary garage. The purpose of the paving requirement is to prevent drag-on of gravel onto the Private Roads, which can cause premature failure with pocketing of the road surface. Each driveway shall have a culvert (10-inch minimum corrugated steel or HDPE) at the drainage point next to the Private Roads. If any damage is done to the Private Roads during driveway construction, the Owner will incur the cost and responsibility to repair the damage.
- 3.12.3 Drainage. No Owner may change the alignment and grade of the drainage ditches next to the County and Private Roads which would impede flow of runoff or cause drainage problems on adjacent Lots. Each Owner must install culverts on any driveway approach off of any of the Private Roads (see also Section 3.12.2).
- 3.12.4 Fences. All fences must be approved by the Architectural Control Committee. Fences shall not exceed five feet (5') in height, except fences may be eight feet (8') to protect gardens. Garden fences shall be maintained fifteen feet from property lines from other Lots subject to this Declaration, unless the adjoining property owner agrees, in writing, to allow a fence that is closer. Such written authorization shall run with the land. Hedges shall not exceed seven feet (7') in height.
- 3.12.5 Signs. No signs, advertising billboards, banners, or advertising structures of any kind shall be erected, used or maintained on the Property except street signs, stop signs, speed limit signs, names plates, addresses, or as otherwise permitted by this Declaration. Signs advertising Lots for sale are permitted including Declarant's right to place any signage on the property desired by it to advertise Lots for sale. Political signs supporting candidates or ballot measures may be installed within 30 days of voting, but they must be removed within one week after the election.
- 3.12.6 Traffic Sight Lines. To promote traffic safety, no fence, tree, hedge or shrub, or other obstruction which obstructs sight lines shall be placed or permitted to remain within twenty-five (25) feet of the edge of the roadway at roadway intersections or where driveways intersect the access roadway.
- 3.12.7 Fuel Tanks. No fuel tanks above the ground are allowed except propane tanks, which, if above-ground, shall be substantially screened from view from the County and Private Roads and the single-family dwelling on adjacent Lots.

Section 3.13. Activities on the Property

- 3.13.4 Noxious or Offensive Activity. Owners should be neighborly and recognize Owners can enjoy ownership of their Lot in accordance with applicable laws and regulations.

Owners should "mind their own business" and not infringe on the rights and privileges of their neighbors. However, owners should also recognize that the subdivision is a neighborhood and be respectful to the reasonable objections of noxious and offensive activities of their neighbors.

It is in the best interest of neighbors to be neighborly and contribute to a quality neighborhood that promotes the enjoyment of all Owners. Such endeavors by Owners should preserve, protect, and enhance the value of the Lots to the overall benefit of all Owners.

- 3.13.5 Upkeep. All improvements upon the property should be kept in good repair and appearance.
- 3.13.6 Parked Vehicles and Trailers. The parking or storage of three or more of the combination of recreational vehicles, campers, camping trailers, pickup campers, trucks exceeding one ton capacity, boats, heavy equipment, trailers or unlicensed vehicles must be significantly screened from view from the Private Roads and adjacent Lots. The parking of two or fewer of such items does not require significant screening but should not be haphazardly parked in an unsightly manner.
- 3.13.7 Waste. All rubbish, trash, and garbage shall be regularly removed from each parcel. Garbage must be stored in secure animal-resistant containers or indoors to avoid attracting wildlife. No part of this property shall be used or maintained as a dumping ground or storage ground for rubbish, trash, garbage, old automobiles, or other waste. Undeveloped lots shall be mowed at least twice a year and may not be used for a dumping ground for trimmings or grass clippings. None of these provisions shall be interpreted to limit private composting areas on the Lots.
- 3.13.8 Firearms. No discharging of any firearms (does not include bow and arrows) shall be permitted on the land within the subdivision.
- 3.13.9 Acceptance of Agriculture Activities. Acceptance of a deed to a Lot shall be deemed a waiver of any claims for normal agricultural activities conducted on adjacent and nearby properties. All Owners acknowledge and recognize that agricultural activities are conducted on adjacent and nearby land and relinquish all right to compensation or relief from such activities. However, no Owner shall be deemed to have relinquished their rights to seek compensation for injunctive relief for injuries to person or property caused by release of any toxic or hazardous material, or for negligent or intentional actions of those conducting agricultural activities on adjoining lands.

Section 3.14. Pets. Dogs, cats, and other common household pets are allowed, however, no animals or fowl, domestic or wild, shall be raised or cared for on a commercial basis. No Owner shall have or keep any dog that barks or whines on a regular or continuous basis, or which otherwise creates an ongoing disturbance for any other Owner.

Section 3.15. Livestock. Livestock and fowl are limited as follows:

3.15.1 Livestock must be provided at least one acre of usable pasture and shall be kept inside fenced enclosures (no free-range livestock).

3.15.2 The number of livestock shall be limited to one animal unit per acre of provided pasture. Animal unit values shall be as follows:

1. A horse, cow, donkey, etc. are equal to one-half animal unit (2 per acre of provided pasture).
2. Sheep, goat, llamas, etc. are equal to one-fifth animal unit (5 per acre of provided pasture).
3. Chickens, geese, fowl, etc. are equal to one-twentieth animal unit (20 per acre of provided pasture).

3.15.3 Supplemental feed shall be provided for livestock.

3.15.4 Accessory buildings such as barns and animal pens shall not be allowed in the front yard and shall meet setbacks.

Section 3.16. Historic Agricultural Uses. Notice is hereby given that the following language is hereby incorporated into any sale agreement of any Lot by any Owner including the Declarant.

"This property prior to its development had been used for agricultural purposes for a number of years. All purchasers are on notice that there may exist on their lot remnants of such agricultural activities including but not limited to buried irrigation pipe and wires. The purchaser of any lot hereby assumes full responsibility for the removal or existence of such materials and agrees that the purchaser's seller, including the Declarant and its members and agents, shall not be liable in any manner as a result of the existence of such material. All purchasers are obligated to make an adequate investigation of the property."

Section 3.17. Living with Wildlife. Owners and tenants (hereinafter "residents") should accept the responsibility of living with wildlife and must be responsible for protecting their vegetation from damage, and properly storing garbage, livestock feed, and other potential attractants. Residents should be aware of potential problems associated with the presence of wildlife such

as deer, bear, coyote, fox, raccoon, skunk, wild turkey, magpie, and other species. Contact the Montana Fish, Wildlife & Parks office for brochures that can help owners "live with wildlife." Alternatively, see FWP's web site at <http://fwp.mt.gov>.

The following covenants are designed to help minimize problems that residents could have with wildlife, as well as helping residents protect themselves, their property, and the wildlife that Montanans value. Given the potential for neighbor-to-neighbor conflicts of opinions, the following covenants are purposefully written as suggestions rather than mandatory requirements, except as required by law.

- 3.17.1 Residents should be aware of the potential for vegetation damage by wildlife, particularly from deer feeding on landscaping such as green lawns, gardens, flowers, ornamental shrubs and trees in this subdivision. Residents should be prepared to take the responsibility to plant non-palatable vegetation or protect their vegetation (fencing, netting, repellents) in order to avoid problems. Also, consider landscaping with native vegetation that is less likely to suffer extensive feeding damage by deer.
- 3.17.2 Gardens, fruit trees or orchards can attract wildlife, such as bear and deer. Produce and fruit should be picked and off the ground because ripe or rotting fruit or organic material can attract bears, skunks, and other wildlife. To help keep wildlife, such as deer, out of gardens, fences should be 8 feet or taller. The top rail should be made of something other than wire to prevent wildlife from entanglement. Netting over gardens can help deter birds from eating berries. To keep wildlife, such as bears, out of gardens, and/or away from fruit trees, residents should use properly constructed electric fences, and maintain these constantly. (Contact FWP for information on "all-species electric fencing" designed to exclude wildlife from gardens and/or home areas.)
- 3.17.3 It is best to set garbage cans out the morning of garbage pickup; cans should be brought back indoors by the end of the day.
- 3.17.4 Residents should not feed wildlife or offer supplements (such as salt blocks), attractants, or bait for deer, wild turkey or other wildlife, including during the winter. Feeding wildlife results in unnatural concentrations of animals that could lead to overuse of vegetation and disease transmission. Such actions unnecessarily accustom wild animals to humans, which can be dangerous for both. It is against state law (§ 87-3-130, MCA) to purposely or knowingly attract any ungulates (deer, elk, etc.), bears, or mountain lions with supplemental food attractants (any food, garbage, or other attractant for game animals) or to provide supplemental feed attractants in a manner that results in "an artificial concentration of game animals

that may potentially contribute to the transmission of disease or that constitutes a threat to public safety." Also, residents should be aware that deer and wild turkey can attract mountain lions to an area.

- 3.17.5 Bears can be attracted to food smells associated with outdoor food storage; therefore, freezers and refrigerators should not be placed outdoors on porches or in open garages or buildings.
- 3.17.6 Birdseed in bird feeders attracts bears. If used, bird feeders should: a) be suspended a minimum of 12 feet above ground level, b) be at least 4 feet from any support poles or points, and c) should be designed with a catch plate located below the feeder and fixed such that it collects the seed knocked off the feeder by feeding birds.
- 3.17.7 It is illegal for dogs to chase hoofed game animals, and the owner may be held guilty (§ 87-3-124, MCA).
- 3.17.8 Pet food and livestock feed should be stored indoors, in closed sheds, or in bear-resistant containers to avoid attracting wildlife, such as bears, mountain lions, skunks, and raccoons. When feeding pets and livestock, do not leave food out overnight. Consider feeding pets indoors, so that wild animals do not learn to associate food with your property.
- 3.17.9 Consider boundary fencing that is no higher than 3-1/2 feet (at the top rail or wire) and no lower than 18 inches (at the bottom rail or wire) to facilitate wildlife movement. Contact FWP for information and/or a brochure on building fences with wildlife in mind.
- 3.18.10 Compost piles can attract skunks and bears. If used, they should be kept in wildlife-resistant containers or structures. Compost piles should be limited to grass, leaves, and garden clippings, and piles should be turned regularly. Adding lime can reduce smells and help decomposition.
- 3.18.11 Apiaries (beehives) can attract bears. If used, residents should consult Montana Fish, Wildlife & Parks or the U.S. Fish & Wildlife Service for help in planning and constructing an apiary system that will help deter bears.

ARTICLE 4

ARCHITECTURAL CONTROL COMMITTEE

Section 4.1. Architectural Control Committee. An Architectural Control Committee (Committee) comprised of no more than three members is hereby formed. During the Period of Declarant Control the Declarant may serve as the sole member of the Committee or may appoint members to the Committee. Thereafter, the Association shall appoint the members of the Committee. All persons other than the Declarant intending to construct an Improvement whatsoever upon any Lot, shall first submit their plans and specifications, in writing, to the Committee. The plans must include proposed exterior colors and materials.

No Improvement shall be erected, placed, or altered on any lot until the construction plans and specifications have been approved in writing by the Architectural Control Committee as to the specified materials, harmony of external design with existing structures, and location of the structure with respect to location on the lot, topography, and finish grade elevation. The Committee shall approve or disapprove of the plans and specifications, in writing, within thirty days of their submission. In the event the Committee fails to act within said thirty days, the proposal shall be deemed to have been fully approved.

The Committee has the right, in its discretion, to not allow any accessory building which, in the opinion of the Committee, will unnecessarily impede an adjoining property owner's use or enjoyment of his/her property (including the view from such property), does not fit with the character of the surrounding residences and accessory structures, or is otherwise unsightly. Likewise, the Committee may grant variances to the requirements of Article 3, Section 3.8 if, in the opinion of the Committee, the variance is appropriate and won't harm any Owner.

Section 4.2. Limitation of Liability. The Committee will use its own discretion in accepting or disapproving all plans and specifications submitted to it. Neither the Committee nor any individual Committee member will be liable to any person for any official act of the Committee in connection with submitted plans and specifications, except to the extent the Committee or any individual Committee member acted with malice or harmful intent. Approval by the Committee does not represent approval by any governmental regulatory agency whatsoever. Notwithstanding that the Committee has approved plans and specifications, neither the Committee nor any of its members will be responsible or liable to any Owner, developer, or contractor with respect to any loss, liability, claim or expense which may arise by reason of such approval of the construction of the Improvements. Neither the Association, the Committee, nor any agent thereof, nor Declarant, nor any of its partners employees, agents, or consultants will be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications. In all events the Committee will be defended and indemnified by the Association in any such suit or proceeding

which may arise by reason of the Committee's review or action. The Association, however, will not be obligated to indemnify each member of the committee to the extent any such member of the Committee is adjudged to be liable for conduct that constitutes malice or intent to harm in the performance of his duty as a member of the Committee.

ARTICLE 5

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 5.1. Membership. Every person or entity who is an Owner of record of a fee, or undivided fee, interest in any Lot shall be a member of the Homeowners Association; excepting, however, any person or entity who has sold or is selling any such Lot under a contract shall not qualify as a member. Every person or entity purchasing any such Lot under a contract shall be a member of the Association.

The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Acceptance of a deed, notice of purchasers' interest, or documentation evidencing an ownership interest in a Lot shall be deemed to be consent to membership in the Association. The recording of a deed or other document evidencing an ownership interest shall be prima facie evidence of acceptance of this Declaration by the receiver of the interest transferred.

Section 5.2. Transfer of Membership. An Owner may not transfer, pledge, or alienate its membership in the Association in any way except upon the sale or encumbrance of his or her Lot, and then only to the purchaser or Mortgagee of his or her lot.

Section 5.3. Suspension of Membership. Membership shall be suspended during any period in which a member defaults in the payment, by more than thirty (30) days, of any annual or special assessment levied by the Association. Such rights of a member may also be suspended, after receiving written notice from the Association, for a period not to exceed thirty (30) days, for violation of any rules and regulations established in this Declaration.

Section 5.4. Voting Rights. All Members will be entitled to vote on Association matters on the basis of one vote for each Lot owned, except for the Declarant who shall be allowed three votes per lot. When more than one person holds an interest in a Lot, all such persons shall be Members. If any one of the multiple Owners casts the vote allocated to his Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot, the vote will be deemed to be the vote for that Lot.

Section 5.5. Compliance. Each Owner and Member will abide by the provisions, covenants, conditions, and restrictions contained in this Declaration.

ARTICLE 6

POWERS AND DUTIES OF THE ASSOCIATION

Section 6.1. Association Duties. Subject to the rights and obligations of Declarant as set forth in this Declaration and to the rights and obligations of the other Owners, it shall be the responsibility of the Association to:

1. Maintain the Private Roads within Green Valley in accordance with Article 8 of this Declaration.
2. Maintain the Fire Suppression Filling System within Green Valley in accordance with Article 9 of this Declaration.
3. Enforce the provisions of this Declaration.

Section 6.2. Ownership of Personal Property and Real Property for Common Use. The Association may acquire, hold, and dispose of personal property and real property.

Section 6.3. Appointment of Officers by Declarant. Until the expiration of the Period of Declarant Control, Declarant will retain the exclusive powers to appoint, remove and replace officers of the Association. Notwithstanding the foregoing, Declarant may voluntarily surrender the right to appoint, remove and replace Directors and officers of the Association before the end of the Period of Declarant Control by providing a notice to that effect to the Association.

Section 6.4. Election of Officers. The Association may elect from its membership a president and treasurer/secretary to run meetings, collect and administer funds and record decisions, respectively. However, the officers shall not constitute a board of directors and shall only perform duties as authorized by the Association. No compensation for service shall be paid to members, owners, or officers for administration of the Association. Reimbursement for actual costs incurred may be paid if deemed appropriate by the Association.

Section 6.5. Books and Records. The Association will make available for inspection by Owners and Mortgagees, upon request, during normal business hours or under other reasonable circumstances, current copies of Association corporate and financial records. The Association may charge a reasonable fee for copying such materials.

Section 6.6. Reserve Account. The Association will establish and maintain an adequate reserve fund from Annual Assessments levied pursuant to Article 10 hereafter for maintenance, repair

or replacement of the Private Roads and Fire Suppression Filling System that must be replaced or repaired on a periodic basis and for any other facilities made available to the Association that must be replaced on a periodic basis with contribution from the Association.

Section 6.7. Successor to Declarant. The Association will be successor to all of the rights, duties and responsibilities of Declarant under this Declaration upon termination of the Period of Declarant Control. If, for any reason, the Association refuses or fails to accept jurisdiction over the Properties within Green Valley at the end of the Period of Declarant Control, then the combination of the Owners of the Lots shall individually and collectively, as the case may be, continue in jurisdiction administering and enforcing the covenants as set forth herein. The combination of Owners of the Lots shall be the Association as a collective group of Owners, regardless of whether the Association is registered with the Montana Secretary of State and/or has adopted by-laws.

Note by Declarant: The Declarant assumes an Association will be created and filed with the Montana Secretary of State. It is the Declarant's opinion that the reason to register an Association with the Secretary of State is because it will allow the Association (a non-profit corporation) to obtain an Employer Identification Number (EIN) and therefore get a bank account and create an account with Flathead Electric Cooperative for paying the power bill associated with the Fire Suppression Filling System. Without registration of an Association, the combination of Owners of the Lots can still operate in compliance with this Declaration including its enforcement. However, without a separate EIN associated with the Association, one Owner will need to open a bank account in their individual name and take on the responsibility of the Flathead Electric Cooperative bill for the meter service to the Fire Suppression Filling System.

Section 6.8. Implied Rights and Obligations. The Association will perform all of the duties and obligations imposed on it expressly by this Declaration, together with every other duty or obligation reasonably to be implied from the expressed provisions of this Declaration or reasonably necessary to satisfy any such duty or obligation. The Association may exercise any other right or privilege (i) given to it expressly by this Declaration, (ii) reasonably to be implied from the existence of another right or privilege given expressly by this Declaration, or (iii) reasonably necessary to effectuate any such right or privilege.

ARTICLE 7

ASSOCIATION PROCEDURES AND DECISION MAKING

Section 7.1. Meetings. The owners may conduct an annual meeting and special meetings to decide on the amount of Assessments, discuss operation and maintenance of the Private Roads, discuss operation and maintenance of the Fire Suppression Filling System (if and when installed, see Declarant note under Article 2, Section 2.16), and conduct other business as appropriate.

Section 7.2. Decision-Making with Petition. Any owner may initiate a petition for amendment of this Declaration, repair/maintenance of the Private Roads, repair/maintenance of the Fire Suppression Filling System, or general administration of this Declaration as described below.

7.2.1 Owner Notification of Petition. The owner(s) that initiates the petition shall notify, in writing, each of the other owners of the proposal.

7.2.2 Content of Petition. The petition shall be in writing and include each of the following:

1. A date of the notification (Notification Date)
2. A description of the proposal,
3. Cost estimates, if work is to be performed,
4. A request for a written response indicating their approval of, or opposition to, the petition no more than forty-five (45) days from the Notification Date.
5. A statement that if no response is received within the allowed timeframe, it is assumed that the owner is in favor of the petition and can be counted as a vote of approval,
6. A copy of these Covenants and any amendments, and
7. Other information as appropriate.

7.2.3 Voting. Each decision shall be approved by a majority vote (over 50%) of all owners, unless otherwise restricted in this Declaration, with voting rights per Article 5, Section 5.4.

7.2.4 Owner Notification of Petition Results. The owner(s) that initiates the petition shall notify, in writing, each of the other owners the results of the petition within fifteen (15) days of the decision. Failure to notify the Owners of the results of the petition shall void and nullify the decision.

7.2.5 Implementation of Petition. If the majority of the owners approve of the petition, any owner may implement the decision.

Section 7.3. Decision-Making At Meeting. Any owner may call a meeting for amendment of this Declaration, repair/maintenance of the Private Roads, repair/maintenance of the Fire Suppression Filling System, or general administration of this Declaration as described below.

7.3.1 Owner Notification of Meeting. The owner(s) that calls a meeting shall notify, in writing all of the other owners, not less than 30 days or more than 90 days in advance of the meeting.

- 7.3.2 Content of Notice. The notice shall be in writing and include each of the following:
1. A date of the notification (Notification Date)
 2. The date and time of the meeting,
 3. The location of the meeting, and
 4. The general purpose of the meeting.
- 7.3.3 Quorum. Over 50 percent (one-half) of the owners shall constitute a quorum for decision-making.
- 7.3.4 Voting. Each decision shall be approved by a majority vote (over 50%) of all owners (not 50% of quorum, but 50% of owners), unless otherwise restricted in this Declaration, with voting rights per Article 5, Section 5.4. An owner may vote by proxy.
- 7.3.5 Owner Notification of Decision. The owner(s) that initiates the meeting shall notify, in writing, all of the other owners the results of the meeting within fifteen (15) days of the decision. Failure to notify the Owners of the results of the meeting shall void and nullify any decisions made during the meeting.
- 7.3.6 Implementation of Decision. If the majority of the owners approve of the action, any owner may implement the decision.

ARTICLE 8

PRIVATE ROADS AND ROAD MAINTENANCE

Section 8.1. Use of Roads. All users of the road(s) subject to this Declaration shall use it at their own risk and hazard. The Declarant or any owner shall not be liable for any damage or loss of any kind which may be suffered by any person using the road. Accordingly, all persons using the road(s) for any reason are deemed to have consented to the provisions of this paragraph, and waive any claim they may have for any such liability, and agree to release and hold harmless all owners.

Section 8.2. Road Maintenance. Road maintenance shall include snow removal, reconstruction, and ordinary maintenance of the Private Roads within the subdivision, including boulevard landscaped areas, mailbox turnout, central mailbox unit, and roadway signs. The Private Roads are an asset to the Owners of the Lots. Therefore, the Declarant advises road maintenance to also include the following:

- 8.2.1 Regular killing of vegetation that begins to grow on the roadway surface. Vegetation allowed to grow on the roadway surface will, over time, cause degradation of the asphalt surface and may require higher maintenance costs.

- 8.2.2 Placement of an asphalt sealant or coating once every five years. A sealant or coating, when placed correctly, will fill cracks and holes in the asphalt and may preserve the life of the asphalt.

Section 8.3. Other Road Maintenance Provisions.

- 8.3.1 Road maintenance shall also include on-street parking enforcement. The Private Roads within this subdivision were not designed to provide on-street parking. As such, on-street parking is not allowed within this subdivision because it could result in the inability of emergency services providers to provide service to the lots along this roadway. However, this provision shall in no way prevent Owners from parking adjacent to the roadway on their Lot as long as parking does not occur on the roadway asphalt.
- 8.3.2 There are roadside ditches located along the Private Roads within this subdivision. These ditches were constructed to provide storm water conveyance along the Private Roads. It is not the responsibility of the Association to maintain roadside ditches in this subdivision. Rather, maintenance of the ditches such as mowing and keeping clear of debris is the responsibility of each Owner of their Lot.
- 8.3.3 There may be other storm water facilities constructed on the Properties within the Private Access and Public Utility Easements or other Storm Water Easements shown on the plat of record. These storm water facilities may include storm water catch basins, culverts, dry-well sumps, rock sumps, swales, ditches, or storm water basins. If any such structures are constructed on the Properties, then Road maintenance shall also include ordinary maintenance and reconstruction of such facilities. Ordinary maintenance of such facilities includes keeping facilities clean of debris, especially annual cleaning of catch basin sumps to prevent future clogging and failure of rock sumps. It also includes regular inspections to ensure proper functioning of drainage facilities and fixing any malfunctioning systems.
- 8.3.4 Road Maintenance does not include maintenance for private driveways located within Lots on the Property, which shall be the responsibility of the Owner of the Lot.

Section 8.4. Private Road Assessment Fees. Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot, by accepting a deed for a Lot, is deemed to covenant to pay to the Association such fees as the Association may set for the operation, maintenance, repair, replacement and improvement of the Private Roads. Said fees shall be considered an Assessment and shall be calculated, imposed and enforced as an Assessment as provided in Article 10 hereafter.

ARTICLE 9
FIRE SUPPRESSION FILLING SYSTEM MAINTENANCE

Section 9.1. Initial Construction. The Property may be served by a Fire Suppression Filling System, which may include, but is not limited to, well(s), pump(s), storage tank(s), water line(s), fire hydrant(s) or filling port(s), and pump house structure or kiosk (the "Fire System"). Declarant shall be responsible for the initial construction and maintenance of the Fire System until it is conveyed to the Association.

Section 9.2. Conveyance of Fire Suppression Filling System to Association. On or before the termination date of the Period of Declarant Control, Declarant will convey to the Association the Fire System and the rights and easements appurtenant to such property.

Section 9.3. Use of Fire Suppression System.

9.3.1 All users of the Fire Suppression Filling System subject to this Declaration shall use it at their own risk and hazard. The Declarant or any owner shall not be liable for any damage or loss of any kind which may be suffered by any person using the Fire Suppression Filling System. Accordingly, all persons using the Fire Suppression Filling System for any reason are deemed to have consented to the provisions of this paragraph, waive any claim they may have for any such liability, and agree to release and hold harmless all owners.

9.3.2 Only the Declarant, its successors or agents, official emergency services personnel such as the Fire Department, and Owners, or their designee, of the Properties are allowed to use the Fire Suppression Filling System.

Section 9.4. Fire Suppression System Maintenance. Fire Suppression Filling System maintenance shall include operating the system at least once a year to ensure proper functioning, which should be coordinated with the fire department. Maintenance shall also include paying the power bill to ensure power is maintained to the system, replacing malfunctioning or leaking system components, ordinary maintenance of the building, and replacement or reconstruction of any components of the system when needed to ensure continued proper functioning. The Fire Suppression Filling System is an asset to the Owners of the Lots and should be maintained in good repair.

Section 9.5. Fire Suppression Filling System Assessment Fees. Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot, by accepting a deed for a Lot, is deemed to covenant to pay to the Association such fees as the Association may set for the operation, maintenance, repair, replacement and improvement of the Fire System. Said

fees shall be considered an Assessment and shall be calculated, imposed and enforced as an Assessment as provided in Article 10 hereafter.

ARTICLE 10

ASSESSMENTS

Section 10.1. Purpose of Assessments. The assessments levied by the Association to maintain the Private Roads, Fire Suppression Filling System, and administrative costs (e.g. legal, accounting, insurance, etc.) shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties, and in particular for the administration and enforcement of the provisions of this Declaration.

Section 10.2. Uniform Base Rate of Assessment. Both annual and special assessments shall be assessed to Lot owners based on the use of the property and may be collected on an annual basis. The base rate shall be uniform for all Lots and adjusted according to use. The calculation for the assessed amount to Owners shall be as follows:

- 10.2.1 A Lot containing one dwelling shall be assessed one times the base rate.
- 10.2.2 A Lot containing two dwellings shall be assessed two times the base rate.
- 10.2.3 Dwellings used as vacation rentals or short-term housing shall be assessed four times the base rate. Therefore, a Lot containing one guest home used as a vacation rental and one primary residence will be assessed five times the base rate. There shall be no reduction in the assessed amount of vacation rentals for seasonal or partial use as a vacation rental.
- 10.2.4 A Lot used for home occupation may be assessed a multiplier higher than one times the base rate as reasonably proportionate to the amount of increased traffic caused by the home occupation. To establish a reasonably proportionate rate, five vehicle visits per day shall be considered equivalent to one living unit. The Owner of the Lot with the home occupation shall establish the adjusted multiplier.
- 10.2.5 Undeveloped Lots, Lots containing no dwellings, or Lots used for agriculture or private stables shall be assessed 50% of the base rate.
- 10.2.6 Contiguous Lots owned by the same person shall be assessed based on the development across the contiguous Lots as though the Lots were combined into one Lot. Therefore, a person that owns three contiguous Lots with only one dwelling on the Lots would have a total assessment for the combination of the Lots of one times the base rate. A person that owns three contiguous undeveloped Lots would have a total assessment for the combination of the Lots of 50% times the base rate.

Section 10.3. Types of Assessments. The assessments levied by the Association shall be utilized to provide funds consistent with the purposes of the Association. The assessments may include, but shall not be limited to, the following:

10.3.1 Annual Assessment. An annual assessment for administration of the Association, including, but not limited to maintenance costs associated with any common facilities (including the Private Roads and Fire Suppression Filling System), liability insurance, local taxes, legal reserve fund for legal fees and costs to enforce this Declaration, reserve fund for less frequent yet necessary maintenance (e.g. asphalt sealing or chip seal on the Private Roads and pump replacement for the Fire Suppression Filling System), and other normal expenses and to provide funds for such other purposes as the Association may find necessary and consistent with the purposes of the Association. **In lieu of an amended annual assessment decided per this Declaration, the annual assessment Base Rate shall be \$300 per dwelling.**

10.3.2 Capital Improvement Assessments. The Association may levy in any year a special assessment for the purpose of defraying in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of any capital improvement, including the necessary fixtures and personal property related thereto, or for such other capital improvements as are determined necessary or desirable. No such assessment shall be established to cover a period more than fifteen (15) years.

10.3.3 Emergency Assessments. The Association is authorized to levy in any assessment year an emergency assessment. Emergency assessments shall be levied only to meet cost and expenses precipitated by an emergency causing damage or a change of condition that must be remedied promptly to insure a safe and adequate continuation of facilities or services.

10.3.4 Default Assessments. All monetary fines, penalties, interest or other charges or fees (excluding Annual and Special Assessments) levied against an Owner pursuant to this Declaration, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to this Declaration, and any expense (including without limitation attorneys and legal assistants fees) incurred by the Association as a result of the failure of an Owner to abide by this Declaration, constitutes a Default Assessment, enforceable as provided in this Declaration.

Section 10.4. Payment of Assessments. The assessments provided for herein shall be invoiced on a yearly basis, commencing on the 1st day of June of each year and terminating on the 31st day of May of the following year. The assessment for any year shall become due and payable annually. The Association shall fix the amount of the assessment against each Lot for each assessment period of at least thirty (30) days in advance of the due date specified herein and shall at that time, prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The amount of the assessment which may be levied on any Lot shall be prorated in proportion to the total assessment for the entire year.

Section 10.5. Creation of Lien and Personal Obligation for Assessments. Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot, by accepting a deed for a Lot, is deemed to covenant to pay to the Association the Assessments imposed by the Association.

All Assessments, together with fines, interest, costs, and reasonable attorneys (and legal assistants) fees, will be a charge on the land and will be a continuing lien upon the Lot against which each such Assessment is made until paid.

Each such Assessment, together with fines, interest, costs, and reasonable attorneys (and legal assistants) fees, will also be the personal and individual obligation of the Owner of such Lot as of the time the Assessment falls due, and two or more Owners of Lot will be jointly and severally liable for such obligations. No Owner may exempt himself from liability for any Assessments by abandonment of his Lot. Suit to recover a money judgment for unpaid Assessments and related charges as listed above may be maintained without foreclosing or waiving the Assessment lien provided in this Declaration.

Section 10.6. General Remedies of the Association for Nonpayment of Assessment. Any installment of an Annual Assessment or a Special Assessment which is not paid within 30 days after its due date will be delinquent. In the event that an installment of an Annual or Special Assessment becomes delinquent, or in the event any Default Assessment is established under this Declaration, the Association, in its sole discretion, may take any or all of the following actions:

- 10.6.1 Assess a late charge for each delinquency at uniform rates set by the Association from time to time;
- 10.6.2 Charge interest from the date of delinquency at the Default Rate;
- 10.6.3 Suspend the voting rights of the Owner during any period of delinquency;
- 10.6.4 Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the fiscal year will be due and payable at once;
- 10.6.5 Bring an action at law against any Owner personally obligated to pay the delinquent Assessment charges;
- 10.6.6 File a statement of lien with respect of the Lot and foreclose as set forth in more detail below.

The remedies provided under this Declaration will not be exclusive, and the Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

Section 10.7. Assessment Lien. Any Assessment chargeable to Lot will constitute a lien on the Lot, effective the due date of the Assessment. To evidence the lien, the Association may, but will not be obligated to, prepare a written lien statement with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Association, and the delinquent Assessments amounts then owing. Any such statement will be duly signed and acknowledged by a member of the Association and will be served upon the Owner of the Lot by mail to the mailing address according to the official property tax records of Flathead County. At least 10 days after the Association mails the statement to the Owner, the Association may record the statement in the office of the Clerk and Recorder of Flathead County, Montana. Thirty days following the mailing of such notice to the Owner, the Association may proceed to foreclose the statement of lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Montana. The Association will have the power to bid on a Lot at foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot.

Section 10.8. Successors Liability for Assessment. All successors to the fee simple title of a Lot will be jointly and severally liable with the prior Owner or Owners thereof for any and all unpaid Assessments, interest, late charges, costs, expenses, and attorneys and legal assistants' fees against such Lot without prejudice to any such successors right to recover from any prior Owner any amounts paid by such successor. This liability of a successor will not be personal and will terminate upon termination of such successors fee simple interest in the Lot. In addition, such successor will be entitled to rely on the statement of status of Assessments by or on behalf of the Association under Section 10.11.

Section 10.9. Waiver of Homestead Exemption; Subordination of the Lien. The lien of the Assessments will be superior to and prior to any homestead exemption provided now or in the future by the laws of the State of Montana.

Section 10.10. Reallocation of Assessments Secured by Extinguished Liens. The sale or transfer of any Lot to enforce any of the liens to which the lien for Assessments is subordinate will extinguish the lien as to installments which became due prior to such sale or transfer. The amount of such extinguished lien may be reallocated and assessed to all Lots as a Common Expense at the direction of the Association. However, no such sale or transfer will relieve the purchaser or transferee of a Lot from liability for, or the Lot from the lien of any Assessments made after the sale or transfer.

Section 10.11. Statement of Status of Assessments. The Association will furnish to an Owner or his designee or to any Mortgagee a statement setting forth the amount of unpaid Assessments then levied against the Lot in which the Owner, designee or Mortgagee has an interest. The

Association will deliver the statement personally or by certified mail, the first class postage prepaid, return receipt requested, to the inquiring party within 14 business days after the registered agent of the Association received the request by personal delivery or by certified mail, first class postage prepaid, return receipt requested. The information contained in such statement, when signed by an officer or member of the Association will be conclusive upon the Association and every Owner as to the person or persons to whom such statement is issued and who rely on it in good faith.

Section 10.12. Failure to Assess. The omission or failure of the Association to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice will not be deemed a waiver, modification, or a release of an Owner from the obligation to pay Assessments. In such event, each Owner will continue to pay Annual Assessments on the same basis as for the last fiscal year for which an Assessment was made until a new Assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

Section 10.13. Exempt Property. The following property subject to this Declaration shall be exempt from any assessment created herein:

10.13.1 Any vacant lot owned by the Declarant.

10.13.2 Any vacant lot owned by Amy Lucke, Nathan Lucke, Jack Lucke, or Alix Lucke, or any combination thereof.

Section 10.14. Assessment upon further subdivision. If any Lot subject to this Declaration is further subdivided, the assessments described in this Article 10 shall be to all lots based on their use as related to the Base Rate within Green Valley pursuant to this Article 10, Section 10.2.

ARTICLE 11

SPECIAL DECLARANT RIGHTS AND ADDITIONAL RESERVED RIGHTS

Section 11.1. General Provisions. Until the expiration of the Period of Declarant Control, Declarant will have the following Special Declarant Rights:

11.1.1 Completion of Improvements. The right to complete Improvements on any easements with respect to the Property, including but not limited to construction of a Fire Suppression Filling System as well as other improvements on Additional Property (see Article 11, Section 11.3).

11.1.2 Easements. The right to use easements through the Property, including the Private Roads, for the purpose of making improvements on the Property.

11.1.3 Association Directors and Officers. The right to appoint any officer of the Association, as provided in this Declaration or the Bylaws, if any.

Section 11.2. Exempt Property. Lot A-1 of Green Valley – First Filing is exempt from all provisions within Article 3 and 4 of this Declaration, unless noted otherwise in Article 3 or 4.

Section 11.3. Additional Property. At any time during the term of these covenants, and without any requirement of consent by Owners then existing, Declarant, or its successor, shall have the exclusive right, at its option, to subject additional property to this declaration.

Note by Declarant: Declarant intends to further subdivide Lot A-1 of the Green Valley – First Filing. The subdivisions are anticipated to be platted as depicted on the Green Valley Masterplan attached as Exhibit A to this Declaration. Declarant provides no warranty or guarantee, expressed or implied, that Declarant will subdivide Lot A-1 of Green Valley – First Filing as shown on Exhibit A of this Declaration. Further, there is no obligation whatsoever by Declarant to subdivide Lot A-1 consistent with the Green Valley Masterplan and Declarant is granted full development rights to subdivide or develop Lot A-1 in the best interests of Declarant without restriction and as allowed by law. If the Declarant does subdivide Lot A-1 (in whatever extent so determined by Declarant), the Declarant's intent is to subject these additional subdivisions to this Declaration, including the provisions of Article 3 and 4.

ARTICLE 12 ENFORCEMENT OF COVENANTS

Section 12.1. Violations Deemed a Nuisance. Every violation of this Declaration or any other of these Covenants is deemed to be a nuisance and is subject to all the remedies provided for the abatement of the violation. In addition, all public and private remedies allowed at law or equity against anyone in violation of these Covenants will be available.

Section 12.2. Failure to Comply. Failure to comply with these Covenants will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both.

Section 12.3. Who May Enforce. Any action to enforce these Covenants may be brought by Declarant, the Association, an Owner, or any combination thereof.

Section 12.4. Nonexclusive-Remedies. All the remedies set forth herein are cumulative and not exclusive.

Section 12.5. No Waiver. The failure of the Association, Declarant, or any aggrieved Owner to enforce these Covenants in any one or more instances will not be deemed a waiver of the right

to do so for any subsequent violations or of the right to enforce any other part of these Covenants at any future time.

Section 12.6. No Liability. No member of the Association, the Declarant, or any Owner will be liable to any other Owner for the failure to enforce any of these Covenants at any time.

Section 12.7. Recovery of Costs. If legal assistance is obtained to enforce any of the provisions of these Covenants, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of these Covenants or the restraint of violations of these Covenants, the prevailing party will be entitled to recover all costs incurred by it in such action, including reasonable attorney's fees as may be incurred, or if suit is brought, as may be determined by the court.

ARTICLE 13

DURATION OF THESE COVENANTS AND AMENDMENT

Section 13.1. Term. The provisions of this Declaration shall be covenants running with the land and shall be binding in perpetuity unless:

1. The County agrees to maintain the Private Roads described in this Declaration,
2. Another entity or person agrees to maintain the Fire Suppression Filling System described in this Declaration, and
3. An instrument signed by all the Owners of the Lots agree to terminate these Covenants and such instrument is recorded at the County Clerk and Recorder's office.

Section 13.2. Amendment. Subject to Section 13.3, this Declaration, or any provision of it, may be terminated, extended, modified, amended, or revoked as to the whole or any portion of the Property as follows:

- 13.2.1 Prior to Sale of Lots. Prior to the sale of any Lot (excluding any sale to a Successor Declarant), Declarant (including a Successor Declarant) may terminate, extend, modify, amend or revoke this Declaration as to the whole or any portion of the Property by recording in the records of Flathead County, Montana, a document signed by the Declarant stating the action taken.
- 13.2.2 After Sale of Lots but During Period of Declarant Control. After the sale of a Lot (excluding a sale to a Successor Declarant) but before expiration of the Period of Declarant Control, Declarant (including Successor Declarant) may terminate, extend, modify, amend or revoke this Declaration as to the whole or any portion of the

Property. A copy of the document stating the action intended to be taken by the Declarant and a notice of the Owners rights under this Section shall be mailed to each Owner by first class mail, postage prepaid, to the address of the Owner on the records of Flathead County. Unless written objection is received by Declarant from the Owners holding 80% or more of the votes within 30 days of the mailing of the notice to the Owners, the action proposed to be taken by the Declarant shall be considered approved and shall become final. The Declarant shall then record in the records of Flathead County, Montana, a document stating the action taken, together with a certificate certifying that notice was given to the Owners as required herein and that fewer than 80% of the Owners objected to the action.

13.2.3 After the Period of Declarant Control. Notwithstanding the provisions of Article 13, Section 13.1, after the Period of Declarant Control, this Declaration, or any provision of it, may be terminated, extended, modified or amended, or revoked as to the whole or any portion of the Property upon the written consent of Owners holding 75% or more of the votes in the Association. Any document will be immediately effective upon recording in the records of Flathead County, Montana, a copy of such executed and acknowledged by the necessary number of Owners, or alternatively, upon the recording in the records of Flathead County, Montana, a copy of the document together with a certificate signed by an officer of the Association stating that the required number of consents of Owners were obtained.

Section 13.3. Declarant Approval. Notwithstanding the provisions of Section 13.2.2, no termination, extension, modification, or amendment of this Declaration will be effective in any event during the Period of Declarant Control unless the written approval of Declarant is first obtained.

Section 13.4. Effect of Amendments. Amendments made pursuant to this Section will inure to the benefit of and be binding upon all Owners, their families, tenants, guests, invites and employees, and their respective heirs, successors, and assigns. Joinder of the First Mortgagees shall not be required in order to effect an amendment.

ARTICLE 14 MISCELLANEOUS PROVISIONS

Section 14.1. Severability. This Declaration to the extent possible, will be construed or reformed so as to give validity to all of its provisions. Any provision of this Declaration found to be prohibited by law or unenforceable will be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

Section 14.2. Construction. In interpreting words in this Declaration, unless the context will otherwise provide or require, the singular will include the plural, the plural will include the singular, and the use of any gender will include all genders.

Section 14.3. Headings. The headings are included only for purposes of convenient reference, and they will not affect the meaning or interpretation of this Declaration.

Section 14.4. Waiver. No failure on the part of the Association to give notice of default or to exercise or to delay in exercising any right or remedy will operate as a waiver, except as specifically provided above in the event the Association fails to respond to certain requests. No waiver will be effective unless it is in writing and signed by the Declarant, a majority of the Owners, or an officer, as the case may be.

Section 14.5. Limitation of Liability. Neither the Declarant, the Association nor any partner, officer or member of either the Declarant or the Association will be liable to any party for any action or for any failure to act with respect to any matter arising by, through or under these Covenants if the action or failure to act was made in good faith. The Association will indemnify any of the officers with respect to any act taken in their capacity to the extent provided in this Declaration. The relationship between the Declarant, the Association and the property Owners shall be deemed to be that of independent contractors, and not that of principal and agent, partnership or joint venture. In addition, the Declarant shall have no liability or obligation under this Declaration to any person or entity except such liabilities and obligations as the Declarant may expressly assume herein.

Section 14.6. Venue. If legal action is necessary by any owner concerning this agreement, exclusive venue will lie with the District Court of the Eleventh Judicial District of the State of Montana, located in Kalispell, Montana.

Section 14.7. Entire Agreement. This Declaration embodies the complete Declaration, superseding all previous and contemporary oral and/or written communications.

ARTICLE 15

ATTACHMENTS

The following are attachments to this Declaration:

Exhibit A: Green Valley Masterplan

Exhibit B: Fire Suppression Filling System Plans (to be attached once constructed)

ARTICLE 16
EXECUTION AND NOTARY

IN WITNESS WHEREOF, the Declarant has executed the foregoing Declaration on the year and date first above written

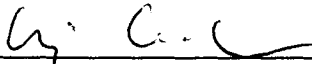


Nathan Lucke, as managing member of Mummy Mountain, LLC

STATE OF Montana }
County of Flathead } :SS

This instrument was acknowledged by Nathan Lucke, as managing member of Mummy Mountain LLC, before me, Kimberly A. Cavanaugh, a Notary Public, on June 01, 2022.

- SEAL -



Notary Public for the State of _____
Residing at _____
My commission expires _____

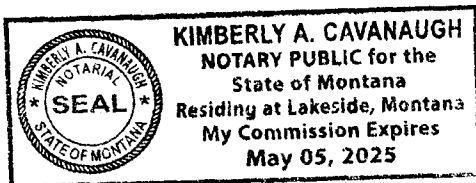
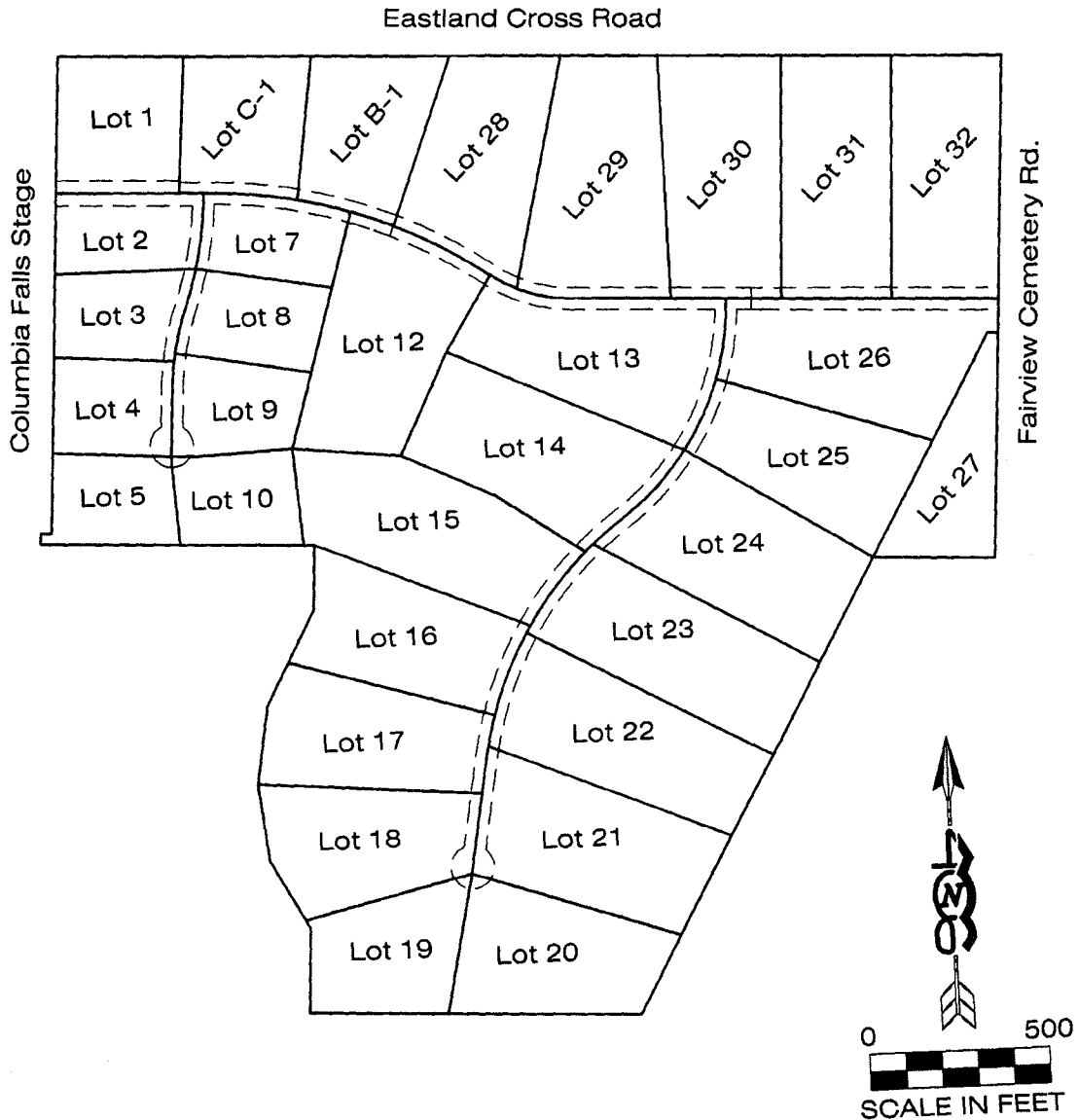


Exhibit A

Green Valley Masterplan



Return To: Mummy Mountain, LLC
3160 Parkwood Lane
Bigfork, MT 59911

Declaration of Covenants, Conditions, and Restrictions for Green Valley – Seventh Filing

This Declaration of Covenants, Conditions, and Restrictions ("Declaration") for the Green Valley Subdivision is made on this _____ day of _____, 2024 by the Montana limited liability company, Mummy Mountain, LLC ("Declarant"), by and through its duly authorized Agent and Manager, Nathan Lucke.

RECITALS

- A. WHEREAS, Mummy Mountain LLC, the Declarant, executed the Declaration of Covenants, Conditions, and Restrictions (hereinafter, "**Original Declaration**") for the Green Valley Subdivision and recorded with the Office of the Clerk and Recorder of Flathead County, Montana on June 1, 2022, as Document Number 202200014018.
- B. WHEREAS, Mummy Mountain LLC, the Declarant, executed the Declaration of Covenants, Conditions, and Restrictions (hereinafter, "**GV-2 Declaration**") for the Green Valley – Second Filing and recorded with the Office of the Clerk and Recorder of Flathead County, Montana on February 7, 2023, as Document Number 202300001896.
- C. WHEREAS, Mummy Mountain LLC, the Declarant, executed the Declaration of Covenants, Conditions, and Restrictions (hereinafter, "**GV-3 Declaration**") for the Green Valley – Third Filing and recorded with the Office of the Clerk and Recorder of Flathead County, Montana on April 13, 2023, as Document Number 202300005438.

- D. WHEREAS, Mummy Mountain LLC, the Declarant, executed the Declaration of Covenants, Conditions, and Restrictions (hereinafter, "**GV-4 Declaration**") for the Green Valley – Fourth Filing and recorded with the Office of the Clerk and Recorder of Flathead County, Montana on September 29, 2023, as Document Number 202300017329.
- E. WHEREAS, Mummy Mountain LLC, the Declarant, executed the Declaration of Covenants, Conditions, and Restrictions (hereinafter, "**GV-5 Declaration**") for the Green Valley – Fifth Filing and recorded with the Office of the Clerk and Recorder of Flathead County, Montana on December 19, 2023, as Document Number 202300022426.
- F. WHEREAS, Mummy Mountain LLC, the Declarant, executed the Declaration of Covenants, Conditions, and Restrictions (hereinafter, "**GV-6 Declaration**") for the Green Valley – Sixth Filing and recorded with the Office of the Clerk and Recorder of Flathead County, Montana on April X, 2024, as Document Number 2024000XXXXX.
- G. WHEREAS, the undersigned pursuant to Article 11, Section 11.3 of the **Original Declaration** desires to subject the **Original Declaration** to Additional Property as well as provide for additional imposition of covenants, conditions, and restrictions, as set forth herein.

ARTICLE 1

OWNER, PURPOSE, IMPOSITION OF COVENANTS, ANNEXATION, AND PRESERVATION OF ORIGINAL DECLARATION

Section 1.1. **Owner.** The Declarant is the owner of the property ("Property") in Flathead County, Montana, more particularly described as follows:

Lots 17-21 of Green Valley – Seventh Filing located in Section 20, T29N, R20W, PMM according to the official Plat thereof on file and or recorded in the official records of Flathead County, Montana.

Section 1.2. **Purpose.** The purpose of the Declarant in making this Declaration is to subject Additional Property to a development known as "Green Valley" or the "Green Valley Subdivision" on the Property as provided for in Article 11, Section 11.3 of the **Original Declaration**. "Green Valley" includes the following real property:

1. Lots B-1 and C-1 of Green Valley – First Filing, records of Flathead County;
2. Lots 1-5 of Green Valley – Second Filing, records of Flathead County; and
3. Lots 7-10 of Green Valley – Third Filing, records of Flathead County; and
4. Lot 31 of Green Valley – Fourth Filing, records of Flathead County; and

5. Lots 12-16 of Green Valley – Fifth Filing, records of Flathead County; and
6. Lots 27 and 28 of Green Valley – Sixth Filing, records of Flathead County; and
7. Lots 17-21 of Green Valley – Seventh Filing, records of Flathead County; and
8. Lot B of Green Valley – Sixth Filing, records of Flathead County.

The Declaration further intends to ensure the attractiveness of the Property and the lots within the Subdivision, including the dwellings and other improvements constructed on it; to guard against future impairment of the Property, to guard against the construction on the Property of improvements of improper or unsuitable materials or with improper quality or methods of construction; to protect and enhance the values and amenities of the Property; to provide for the operation, administration, use and maintenance of the Private Roads and Fire Suppression Filling System within the Property; and to preserve, protect and enhance the values and amenities of the Property.

Section 1.3. Imposition of Covenants. To accomplish the purposes indicated above, the Declarant hereby declares that from the date of recording this Declaration forward, the Property will constitute an expansion of the neighborhood known as Green Valley, and will be held, sold, and conveyed subject to the following covenants, conditions, and restrictions (collectively, "Covenants" or "Declaration"). These Covenants will run with the land and will be binding upon all persons or entities having any right, title, or interest in all or any part of the Property (including Declarant) and their heirs, successors, and assigns, and their tenants, employees, guests, and invitees. These Covenants will inure to the benefit of each Owner of the Property.

Section 1.4. Annexation. By this Declaration, Lots 17-21 of Green Valley – Seventh Filing are annexed into as Additional Property and subjected to all applicable provisions of the **Original Declaration**.

Section 1.5. Preservation of **Original Declaration, GV-2 Declaration, GV-3 Declaration, GV-4 Declaration, GV-5 Declaration, and GV-6 Declaration**. Unless declared herein for Green Valley – Seventh Filing, each and every provision of the **Original Declaration, GV-2 Declaration, GV-3 Declaration, GV-4 Declaration, GV-5 Declaration, and GV-6 Declaration** shall remain in full force and effect.

*Note by Declarant. Articles and Sections of this Declaration generally follow the numbering and ordering of the **Original Declaration** combined with the **GV-2 Declaration, GV-3 Declaration, GV-4 Declaration, GV-5 Declaration, and GV-6 Declaration**. Therefore, the numbering and ordering within this Declaration may appear to be out of sequence, unless combined with and referenced to the **Original Declaration, GV-2 Declaration, GV-3 Declaration, GV-4 Declaration, GV-5 Declaration, and GV-6 Declaration**.*

ARTICLE 2

DEFINITIONS

Section 2.11. **Declaration.** Declaration shall mean this document of Declaration of Covenants, Conditions, and Restrictions for Green Valley – Sixth Filing, as may be amended from time to time as well as the **Original Declaration, GV-2 Declaration, GV-3 Declaration, GV-4 Declaration, GV-5 Declaration, and GV-6 Declaration**, as may be amended from time to time.

ARTICLE 3

PROPERTY RESTRICTIONS

Section 3.5. **Setbacks.** All setbacks are from the building line to the property line unless noted otherwise.

3.5.12 Lots 17-21, Green Valley – Seventh Filing

3.5.12.A Setbacks for single-family dwelling and accessory dwelling unit

Front:	75 feet from the edge of asphalt of Homestead Trail
Rear:	50 feet
Side:	45 feet

3.5.12.B Setbacks for Accessory Structures

Front:	75 feet from the edge of asphalt of Homestead Trail
Rear:	35 feet
Side:	25 feet

3.5.12.C Maximum height

Single-family dwelling:	30 feet
Accessory dwelling unit:	20 feet
Accessory structure:	25 feet

3.5.12.D Permitted Lot Coverage: 10% of gross lot area

ARTICLE 16
EXECUTION AND NOTARY

IN WITNESS WHEREOF, the Declarant has executed the foregoing Declaration on the year and date first above written

Nathan Lucke, as managing member of Mummy Mountain, LLC

STATE OF _____ }

:ss

County of _____ }

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared Nathan Lucke, as managing member of Mummy Mountain LLC, known to me to be the person whose name is subscribed to the foregoing instrument and who duly acknowledged to me that he executed the same.

- SEAL -

Notary Public for the State of _____
Residing at _____
My commission expires _____