

**2514137**

Page: 1 of 17 06/11/2015 04:31:46 PM Fee: \$17.00  
Charlotte Mills - Gallatin County, MT MISC



**PROTECTIVE COVENANTS OF SOUTH  
FORK SUBDIVISION PHASE 5, 6, & 7  
GALLATIN COUNTY, MT**

---

**December 10, 2014**

## Table of Contents

1. USE .....	0
A. RESIDENTIAL LOTS .....	0
2. ARCHITECTURAL COMMITTEE.....	1
A. CREATION – MEMBERSHIP .....	1
B. PURPOSE .....	1
C. COMMITTEE REVIEW .....	1
D. CONFORMITY TO CODES.....	1
E. VARIANCES .....	1
F. SUBSTANTIAL COMPLIANCE.....	1
G. ENFORCEMENT .....	2
H. FEES.....	2
J. LANDSCAPE PLAN.....	2
J. COMMITTEE GUIDELINES.....	2
K. LIABILITY.....	2
L. REGULATIONS.....	2
3. CONSTRUCTION.....	3
A. SINGLE FAMILY HOME .....	3
B. MULTI FAMILY HOME .....	3
C. LOTS ALLOWING ACCESSORY STRUCTURES AND/OR ACCESSORY APARTMENT .....	3
D. PARKING .....	3
E. HOUSE SIZE.....	3
F. BUILDING HEIGHT.....	3
G. FENCES.....	4
H. SETBACKS.....	4
I. MOBILE HOMES.....	4
J. ROOFING .....	4
K. COMPLETION TIME .....	4
L. TRAILERS AND RV'S.....	4
M. REQUIRED MATERIALS.....	4
N. L.P.G. TANKS .....	4
4. ROADS .....	5

- A. MAINTENANCE – SNOW REMOVAL ..... 5
- B. SIGNS ..... 5
- C. NOXIOUS WEEDS ..... 5
- 5. TRASH AND GARBAGE ..... 5
- 6. NUISANCE ..... 5
  - A. ANIMALS ..... 5
  - B. NUISANCE PROHIBITED ..... 6
  - C. MOTORCYCLES – SNOWMOBILES ..... 6
  - D. BELLS ..... 6
  - E. OUTDOOR LIGHTS ..... 6
- 7. ENFORCEMENT ..... 6
  - A. GENERAL PROVISIONS ..... 6
  - B. NOTICE OF VIOLATION ..... 6
  - C. BOARD LIABILITY ..... 6
  - D. COSTS OF ENFORCEMENT ..... 7
- 8. ENVIRONMENT ..... 7
  - A. ENVIRONMENT TO BE PROTECTED ..... 7
- 9. MINING ..... 7
  - A. MINING PROHIBITED ..... 7
- 10. OWNER’S ASSOCIATION ..... 7
  - A. FORMATION – ASSESSMENTS ..... 7
  - B. MEMBERSHIP ..... 8
  - C. BOARD OF DIRECTORS – ARCHITECTURAL COMMITTEE ..... 8
  - D. MEETING ..... 8
- 11. AMENDMENTS ..... 9
  - A. COVENANTS MAY BE AMENDED ..... 9
  - B. CERTAIN COVENANTS MAY NOT BE AMENDED ..... 9
- 12. MISCELLANEOUS ..... 9
  - A. HIGH SCHOOL STUDENTS – BUS PICK UP ..... 9
  - B. FEEDING OF WILDLIFE ..... 9
  - C. GARBAGE FACILITIES BEAR-PROOF ..... 9
  - D. FIRE RETARDANT SHINGLES ..... 9

E. FIREPLACES SCREENED .....	9
F. SMOKE DETECTORS .....	9
G. NO AMENDMENT IN CONFLICT WITH PLAT APPROVAL .....	9
H. WAIVER OF PROTEST .....	9
I. MAINTENANCE OF PARKS & OPEN SPACE .....	9
13. GALLATIN COUNTY COVENANT PROVISIONS .....	10
14. SEVERABILITY .....	12
A. GENERAL .....	12

South Fork Subdivision Phases 5, 6, & 7

PROTECTIVE COVENANTS OF  
SOUTH FORK SUBDIVISION PHASE 5,6,& 7  
GALLATIN COUNTY, MONTANA

WHEREAS, it is the intent of the undersigned owners of 100% of all lots and land of the property known as SOUTH FORK, SUBDIVISION PHASE 5,6, & 7 (the "Owners") to create the original Protective Covenants of South Fork Subdivision Phase 5,6,&7.

WHEREAS, the Owners of 100% of the property known as SOUTH FORK SUBDIVISION PHASE 5-6-&7 (the "Owners", in fee simple of those certain lands more particularly described in Exhibit "A" attached hereto and made a part hereof by reference as if set forth below in its entirety, and hereinafter referred to as the "premises" or the "Property", and

WHEREAS, the Owners, by and through the within Protective Covenants hereby place certain restrictions, limitations and regulations as to the use of the said premises, which premises have been subdivided and which plats have been duly filed or recorded in Book \_\_\_\_\_ at Page (s) \_\_\_\_\_, in 2014 with office of the Clerk and Recorder of Gallatin County, Montana, and the same are hereinafter referred to as the "plat."

NOW, THEREFORE, the Owners do hereby establish, dedicate, declare, publish and impose upon the premises the following protective covenants which shall run with the land and shall be binding upon and be for the benefit and value of the Owners, and all persons claiming under them, their grantees, successors and assigns and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use and development of the premises and to all improvements placed or erected thereon, unless otherwise specifically expected and shall be in existence unless otherwise terminated by law or continued by amendment as herein provided.

**1. USE**

**A. RESIDENTIAL LOTS**

All lots shall be for residential purpose only. No Business may be conducted within the property. It is the purpose of this covenant to keep the area in a residential neighborhood appearance. It is not the purpose of this covenant to prohibit any owner from conducting business over the telephone or by computer modem or Fax Machine.

South Fork Subdivision Phases 5, 6, & 7

## **2. ARCHITECTURAL COMMITTEE**

### **A. CREATION – MEMBERSHIP**

There is hereby created an Architectural Committee, which is herein referred to as the “Committee” or the “Architectural Committee. The Architectural Committee directors shall be the same as the Board of Directors .

### **B. PURPOSE**

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

### **C. COMMITTEE REVIEW**

No new construction, reconstruction, alteration, remodeling, landscaping, fence, wall, or other improvement shall be placed, constructed, erected, reconstructed, altered, remodeled, or added to on any lot until building drawings, plans and specifications, and such other information as the Committee may reasonably require, including, without being limited to, colors, building materials and models, have been submitted to, and approved by, a majority of the Committee in writing; An architect’s or structural engineer’s stamp will be required on all building plans.

### **D. CONFORMITY TO CODES**

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

“Uniform Building Codes”  
International Conference of Building Officials

“National Plumbing Code”

National Fire Protective Association

### **E. VARIANCES**

The Committee shall have the authority to grant variances to the house locations, set back requirements, minimum height, minimum square footage, and where, in its discretion, it believes the same to be appropriate and necessary and where same will not be injurious to the rest of the subdivision, provided county zoning requirements are preserved.

### **F. SUBSTANTIAL COMPLIANCE**

All improvements, construction, reconstruction, alterations, remodeling or any activity requiring the approval of the Committee must be completed in accordance with the plans and specifications initially approved by the Committee within one year of the date of the Committee’s approval letter. In the event an owner, after starting construction, , sells to a third person before the construction or the landscaping are completed, then in that event both the third person and the owner are responsible for completing the construction and landscaping within the allotted time.

South Fork Subdivision Phases 5, 6, & 7

**G. ENFORCEMENT**

The Committee shall have the power, authority, standing and right to enforce these covenants in any court of law or equity when it reasonably believes the same have been violated.

**H. FEES**

The Committee may require reasonable fees to be paid by the applicant with the filing of plans and specifications to defray its expenses and the expenses of inspections, reviews and enforcement of the provisions of these covenants. A \$10,000 performance bond shall be required as a condition of approval of building plans.

**J. LANDSCAPE PLAN**

Simultaneously with the filing of initial building plans for any lot, the Owner thereof must also submit to the Committee a landscape plan. This landscape plan must set forth in detail the landscaping to be installed, placed or planted on such lot, including paths, walks, shrubs, trees, rocks, walls or any feature to be incorporated into a landscape design or plan, and such landscape plan must be approved before any permit is issued. The landscaping must be completed within one (1) year of issuance of the architectural committee letter of approval. All landscaping plans must include an underground, automatic irrigation system, paved driveway, and have a minimum of three (3) six foot (6') evergreen trees.

**J. COMMITTEE GUIDELINES**

The Committee shall be governed by the following guidelines in its consideration of plans and specifications submitted for its approval:

- (a) It must recognize that this subdivision is designated for residential development.
- (b) In considering any plans and specifications, the Committee shall examine the suitability of the same to the site, including the materials of which it is to be constructed, as well as the relationship of the same to the neighborhood and the adjacent properties.
- (c) Prior approval of a plan, or any part of a plan, does not mean that it will be automatically approved.
- (d) All houses will be required to have a covered front entryway, as well as a front porch. Multiple rooflines will be required. At least two (2) types of siding, as well as two (2) colors will be required.

**K. LIABILITY**

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

**L. REGULATIONS**

The Committee shall have the authority to adopt regulations or checklists from time to time for construction, remodeling, reconstruction or landscaping as it deems necessary in its discretion.

South Fork Subdivision Phases 5, 6, & 7

### **3. CONSTRUCTION**

#### **A. SINGLE FAMILY HOME**

Only one single family dwelling with accessory apartment , as allowed by Gallatin County Zoning, will be allowed per lot, except for the lots mentioned in paragraph B, below, and on Lot 29 which may be further subdivided and developed.

#### **B. MULTI FAMILY HOME**

Lots 19, 20, 21, 22, and 23, are allowed to construct multi-family dwelling units in accordance with applicable zoning regulations.

#### **C. LOTS ALLOWING ACCESSORY STRUCTURES AND/OR ACCESSORY APARTMENT**

All Lots may have accessory structures, and an accessory apartment, in accordance with applicable zoning regulations. The accessory structure or accessory apartment will be reviewed and approved by the Architectural Committee using the same criteria as the principal dwelling.

No business may be conducted in or around the accessory structure. However, an owner who wishes to store his work related appliances in the accessory structure may do so. The following examples are set forth to give guidance in this regard. A painter, plumber or carpenter may store tools and materials within the accessory building, but no painting, plumbing, or carpentry work may be performed.

Likewise, all such tools and materials shall be stored in, not outside of, the accessory structure. The Committee will require adequate off-street parking for vehicles associated with the accessory apartment.

No accessory structure or apartment will be allowed to be built unless the primary residence is completed or under construction. No person may occupying an accessory structure or apartment prior to occupancy of the primary residence.

#### **D. PARKING**

All dwellings must provide for off -street parking for at least three (3) vehicles. No overnight parking is allowed on any street. Multi family, accessory buildings, or accessory apartments will require additional parking, as determined at the time of review.

#### **E. HOUSE SIZE**

Each single-family dwelling shall be constructed so as to include not less than 900 square feet of living space, exclusive of open porches, patios, carports, garages or basements.

#### **F. BUILDING HEIGHT**

No building, structure, alteration or improvement shall exceed forty (40) feet in height measured from the average level of finished grade. When finished grade deviates from original grade, the Architectural Committee may, in its discretion, deny a building permit if the height of the building is more than thirty (30) feet above the original grade and in the Committee's opinion unreasonably interferes with the view, building sites, elevations and general aesthetic considerations and factors of nearby lots and the subdivision as a whole.

South Fork Subdivision Phases 5, 6, & 7

**G. FENCES**

Post and rail wooden fences will be allowed. Three horizontal rails, with the top rail not to exceed fifty-four (54) inches from ground level. Sheep wire may be fitted over the post and rail fence. The fence may only enclose the back yard, and must return to the house at the midpoint of the house on the side yards.

**H. SETBACKS**

A twenty-five foot (25') setback will be a standard on the front lot line, a ten foot (10') setback will be a standard on the back lot line, and a ten (10) foot setback will be a standard on the side lot lines. The Committee may designate other setback requirements for any structures as, in its discretion, best suits the requirements of the site.

**I. MOBILE HOMES**

No mobile, or temporary homes shall be allowed in the subdivision. No one may live or sleep on a lot unless it is in a completed home.

**J. ROOFING**

No single roofline shall be permitted. Roofline must be broken.

**K. COMPLETION TIME**

All construction on or in the premises shall be diligently prosecuted to completion and shall, in any event, be complete within twelve (12) months of the Architectural Committee's letter of approval. No construction material shall, at any time be placed or stored so as to impede, obstruct or interfere with pedestrian or vehicular traffic and no construction materials shall be placed, left or stored for a period of more than thirty (30) days following substantial completion of construction as shall be determined by the Committee. All construction materials or construction waste shall be removed within thirty (30) days. Construction materials or waste shall also be properly maintained and/or removed from the site in a timely manner during construction.

**L. TRAILERS AND RV'S**

No trailer, van, mobile home, tent, shack, camper, RV or similar item shall be used at any time within the subdivision as a residence or a place for habitation or sleeping, temporarily or permanently. No Trailer or RV greater than 24 feet long may be kept on the property unless it is garaged. Only one trailer or RV per allowed dwelling unit is allowed per lot.

**M. REQUIRED MATERIALS**

Fire retardant shingles shall be used. Spark arrestor screens shall be placed on fireplaces and wood stove chimneys. Smoke detectors shall be installed according to code. Bear-proof trash containers must be used. Fire hydrants shall be kept visible and accessible at all times.

**N. L.P.G. TANKS**

Should an owner use L. P. G. , the tanks shall be buried according to code.

South Fork Subdivision Phases 5, 6, & 7

#### **4. ROADS**

##### **A. MAINTENANCE – SNOW REMOVAL**

Maintenance and snow removal shall be the responsibility of the Home Owners' Association. The cost of same will be assessed on a pro rata basis as determined by the Board of Directors. The Home Owner's Association shall be responsible for the maintenance of Whitefish Drive and all other interior roads. The Association will join with the Homeowner's Associations of South Fork Phase I and II for the maintenance of Spruce Cone Drive in South Fork Subdivision Phases I & II .

##### **B. SIGNS**

Road signs will be placed and designed as approved by the Committee and in conformance with County regulations. All "For Sale" signs must be professional in appearance. The Committee may determine if a sign does not meet this requirement.

##### **C. NOXIOUS WEEDS**

Noxious weeds will be controlled by the landowner on his or her lot. Both improved and unimproved lots shall be managed for noxious weeds. In the event a landowner does not control noxious weeds on his or her property, after notice from the Homeowner's Association, the Association may cause the noxious weeds to be controlled and the cost and expense associated with such weed management assessed to the lot owner.

The control of noxious weeds by the Homeowner's Association on those areas for which the Association is responsible and the control by individual owners on their respective lots shall be as set forth and specified under the Montana Noxious Weed Control Act (MCA 7-22-2101 through 7-22-2153) and the rules and regulations of the Gallatin County Weed Control District Subdivision Noxious Weed Management Requirements.

#### **5. TRASH AND GARBAGE**

No trash, waste, garbage, litter, junk or refuse shall be thrown, dumped or left on any portion of the premises and no burning of the same shall be permitted. No incinerator or other device for burning of trash or garbage shall be installed or used except as may be approved by the Committee. Each owner shall provide suitable bear-proof receptacles for the containment and collection of trash and garbage, which must be enclosed or screened or otherwise unexposed to public view. Nothing contained herein shall be construed to prohibit or deny the installation or use of wood burning fireplaces.

#### **6. NUISANCE**

##### **A. ANIMALS**

Dogs and cats are allowed in the subdivision as pets only and only as long as they do not constitute a nuisance to others residents. Cats and dogs must at all times remain within the owner's property or under the control.

South Fork Subdivision Phases 5, 6, & 7

**B. NUISANCE PROHIBITED**

No noxious or offensive use of activity shall be carried on within the subdivision or anything done or permitted on or in the premises which shall constitute a public nuisance.

**C. MOTORCYCLES – SNOWMOBILES**

Operation of mopeds, four-wheelers, ATVs, motorized dirt bikes and snowmobiles or similar items shall not be allowed in the subdivision. Motorcycles may be used to come and go, but may not be driven around and around within the subdivision.

**D. BELLS**

No bells, chimes or other loud noises will be allowed in the subdivision.

**E. OUTDOOR LIGHTS**

No outdoor yard lights will be allowed in the subdivision.

**7. ENFORCEMENT**

**A. GENERAL PROVISIONS**

In the event of any violation or threatened violation of these covenants, any owner of real property in the premises, or the Owners' Association Board of Directors may enforce these covenants by legal proceedings in a court of law or equity, including the seeking of injunctive relief and damages.

**B. NOTICE OF VIOLATION**

Notice, shall be in writing, and shall be served on the person or entity concerned, and shall specify the violation or threatened violation, identify the property, demand compliance with the terms and conditions of these covenants, and shall state the action which will be taken under paragraph 8A, above, if the violation or threatened violation is not abated, remedied or satisfied. If such notice cannot be personally served after a reasonable effort to locate the person or entity to be served, service may be had by posting a copy of the notice at a conspicuous place on the property which is the subject of such violation and mailing a copy of the notice by certified mail, return receipt requested, to the last known address or address of record of the violator. Such notice must further provide for a period of fifteen (15) days from the date of personal service of such notice, or thirty (30) days from the date of posting and mailing of the same, within which compliance can be had with these covenants before any commencement of litigation.

**C. BOARD LIABILITY**

No member of the Association Board of Directors or Architectural Committee shall be liable to any person or entity for the entry, self-help or abatement of a violation or threatened violation of these covenants and all owners or lessees of real property shall be deemed to have waived any and all rights or claims to or for damages for any loss or injury resulting from action taken to abate, remedy or satisfy any violation or threatened violation of these covenants. Exception to the above shall exist for loss, injury or damage for intentionally wrongful acts.

South Fork Subdivision Phases 5, 6, & 7

#### **D. COSTS OF ENFORCEMENT**

Actual costs, expenses and reasonable attorney's fee connected with enforcing these covenants shall constitute a claim by the owner or the Association Board of Directors initiating such action against the owner of the property which is the subject of such violation or threatened violation. The Owner or the Board making such claim may bring suit for enforcement of these covenants and file a lien against the subject property in the amount of and for the collection of the claim by filing a verified statement of the lien with the office of the Clerk and Recorder of Gallatin County, Montana. Such lien statement must set forth the names of the claimant, and the owner of record or the property against which the lien is claimed, a description of the property, the amount of the claim, the data of the claim and a brief statement of the manner in which the costs and expenses constituting the claim were incurred. Once filed, the lien shall remain on record as a claim against the property until the validity of the claim is determined by a court of law. Once a judgment is obtained, the property may be foreclosed upon in the manner provided for by law for foreclosures with a right of redemption.

### **8. ENVIRONMENT**

#### **A. ENVIRONMENT TO BE PROTECTED**

Every attempt shall be made to preserve and protect the environment indigenous to the area. Disturbance, destruction or damage to all plant life, all animal life and their natural habitats, streams, ponds, springs, underground aquifers, soils and rocks is strictly forbidden except where absolutely necessary for the replacement of construction of improvements on the land or for the proper and orderly development of the premises. No existing tree may be cut, removed or voluntarily destroyed by any party, including property owners, without obtaining the prior written approval of the Committee. Such removal must be for aesthetic purposes, to promote safety, to facilitate construction or as a part of a landscape plan. All areas not utilized as sites for improvements where disturbed by construction or any human activity shall be returned as quickly as possible to their natural condition and replanted with native plant life except where otherwise utilized for lawns, gardens or exterior living areas. Every building plan must include a landscape plan for grass, trees, shrubs and other landscape features, which must serve to enhance the appearance of the site. No discharge of any firearm is allowed within the subdivision. No hunting is allowed within the subdivision.

### **9. MINING**

#### **A. MINING PROHIBITED**

No mining, quarry, excavation, oil drilling or development of any kind shall be allowed in or on the premises except for such excavation as may be necessary in connection with the construction or placement of improvements thereon in accordance with the terms and restrictions of these covenants.

### **10. OWNER'S ASSOCIATION**

#### **A. FORMATION - ASSESSMENTS**

The Owners have formed an Owners' Association, which is a Montana non-profit corporation, for the purpose of promoting, developing and operating the subdivision. The Association shall have the

South Fork Subdivision Phases 5, 6, & 7

authority to make any such charges and assessments to the members as are reasonably necessary to carry out its functions and duties as set forth, defined and provided for in these covenants. The Association shall have the power to levy assessments, which assessment shall be in two classes:

(a) Capital assessments

(b) Operating assessments

Assessments may be levied for road maintenance and plowing and enforcement of these covenants. Or for other matters deemed necessary by the Board of Directors.

Such assessments may be levied by the Board of Directors of the Association against any parcel of real property in the subdivision. Assessments shall be billed on a semiannual basis and notice of the same shall be mailed to each property owner on or before the tenth day of January and the tenth day of July of each year, or annually on or before the tenth day of January each year as shall be determined by the Board of Directors. All assessments become due thirty (30) days after the date of mailing. The Association has the authority to impose reasonable charges for interest and penalties for overdue payments. Assessments must be made upon the pro-rata share of each lot equally, that is to say, if there are 25 lots, each lot is assessed 1/25 of the assessment regardless of lot size. Unpaid assessments, upon notice thereof being duly filed of record in Gallatin County, Montana, shall be a lien against the parcel of real property against which such unpaid assessment was made. Such lien may be foreclosed upon in like manner as a mortgage on real property with a right of redemption, which foreclosure proceeding may include the addition of court costs and attorney's fees. The Association Board of Directors must first obtain the approval of a majority of the membership interests before making any assessment for a capital improvement costing in excess of \$5,000.00.

**B. MEMBERSHIP**

Membership in the Association shall consist of the owners of the lots in the subdivision. Membership shall transfer with the sale of a lot to the new owner. Each member shall have one (1) vote per lot. If there is more than one owner per lot, the owners must decide who shall cast the vote for that lot. If one owner owns more than one lot, the owner shall have as many votes as he or she has lots. In the event any lot contains a condominium, then each condominium owner shall have a one-half vote.

**C. BOARD OF DIRECTORS – ARCHITECTURAL COMMITTEE**

For the purpose of these covenants, the members of the Owners' Association Board of Directors shall be the same as the members of the Architectural Committee. The first Board of Directors shall be nominated and selected by the Cronin Family Limited Partnership until Cronin Family Limited Partnership may elect in writing to have the Board of Directors selected by a majority of the Owners' Association. The Association Board members shall serve a term of three (3) years.

**D. MEETING**

The Home Owners Association shall hold an annual meeting on the first Monday of October.

South Fork Subdivision Phases 5, 6, & 7

## **11. AMENDMENTS**

### **A. COVENANTS MAY BE AMENDED**

These covenants, or any portion thereof, may be amended, abandoned, terminated, modified, or supplemented at any time by the written consent, duly recorded with the office of the clerk and Recorder of Gallatin County, Montana of the owners of sixty-five percent (80%) of the privately owned land included within the boundaries of the subdivision, one (1) vote for each lot owned.

### **B. CERTAIN COVENANTS MAY NOT BE AMENDED**

Any covenants contained herein, which were required by the County Commissioners prior to approval of the subdivision, may not be amended without the consent of the County Commissioners. Reference to the County Commission Finding of Fact and Order dated 7-29-2014.

## **12. MISCELLANEOUS**

### **A. HIGH SCHOOL STUDENTS – BUS PICK UP**

Bozeman High School students will be picked up at the central bus stop at the nearest designated location.

### **B. FEEDING OF WILDLIFE**

The artificial feeding of all big game wildlife shall be prohibited.

### **C. GARBAGE FACILITIES BEAR-PROOF**

All garbage facilities shall be bear proof.

### **D. FIRE RETARDANT SHINGLES**

Fire retardant shingles shall be used on every structure.

### **E. FIREPLACES SCREENED**

Spark arrester screens shall be placed on all fireplaces and wood stove chimneys in every structure.

### **F. SMOKE DETECTORS**

Smoke detectors shall be installed on each level of dwelling units.

### **G. NO AMENDMENT IN CONFLICT WITH PLAT APPROVAL**

No amendment or variance to these covenants shall be granted which is in conflict with the conditions of plat approval of the Gallatin County Commission.

### **H. WAIVER OF PROTEST**

The developer shall submit a waiver of protest for the creation of future rural improvement districts.

### **I. MAINTENANCE OF PARKS & OPEN SPACE**

The home owner's association shall be responsible for the maintenance of any subdivision parks or open space, park easements, and trails.

South Fork Subdivision Phases 5, 6, & 7

### **13. GALLATIN COUNTY COVENANT PROVISIONS**

- A. All structures shall be constructed in compliance with Montana State adopted codes for construction, including codes for Seismic Zone 3, and the National Fire Protection Association Codes.
- B. Lots 11-14 and Lots 19-30 are subject to the Hillside and Ridgeline Development section of the Gallatin Canyon/Big Sky Zoning Regulation.
- C. The control of noxious weeds by the homeowners' association on those areas for which the Association is responsible and the control of noxious weeds by individual owners on their respective lots shall be as set forth and specified under the Montana Noxious Weed Control Act (7-22-2101 through 7-22-2153 MCA) and the rules and regulations of the Gallatin County Weed Control District. The property owners association shall be responsible for the control of state and county declared noxious weeds on his or her lot. Both unimproved and improved lots shall be managed for noxious weeds.
- D. The home owners association shall be responsible for the operation and maintenance of all interior subdivision roads.
- E. All fire protection covenants as required by the Big Sky Fire Department and Gallatin County Subdivision Regulations.
- F. Solid waste shall be stored in an enclosed building or in animal proof containers and handled in a way that does not attract bears, rodents, flies, or other animals; generate odors perceptible beyond the property line or liquid runoff; or permit blowing of paper and other light weight waste.
- G. Fencing along the exterior boundaries of lots shall be wildlife friendly, in accordance with guidelines established by Montana Fish, Wildlife and Parks.
- H. The artificial feeding of all big game wildlife shall be prohibited.
- I. Owners acknowledge that wildlife damage to landscaping will occur. Owners shall accept that risk and shall not file claims against the Property Owners' Association or any other governing body for such damages.
- J. Pets shall be controlled by each homeowner, and not allowed to roam within the subdivision.
- K. Keeping of any livestock, including chickens, domestic sheep or goats is prohibited.
  - The Property Owners Association shall be responsible for the operation and maintenance of all parks and common open space. The HOA agrees that the County has no obligation to maintain the parks and open space;

South Fork Subdivision Phases 5, 6, & 7

- Title to the common open space within the subdivision shall vest in the Property Owners Association and be maintained and controlled by the Board of Directors of the Association; and
  - Membership in the Property Owners Association shall be mandatory for each lot owner. Each lot owner shall be required to pay such fees as the Board of Directors of the Association deem appropriate for real estate taxes, insurance, and the maintenance of the common open space; and
- L. Restrictive and Protective Covenants for the Subdivision shall be recorded among the records in the Office of the Clerk and Recorder of Gallatin County simultaneously with the filing of the final plat.
- M. The covenants shall not automatically terminate.
- N. Any covenant that is included herein as a condition of preliminary plat approval and required by the County Commission may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in these covenants and the governing body of Gallatin County.

South Fork Subdivision Phases 5, 6, & 7

**14. SEVERABILITY**

**A. GENERAL**

Determination of invalidity of any one or more of the covenants of conditions hereof by judgment, order or decree of court shall not effect in any manner the other provisions hereof, which shall remain in full force and effect.

DATED this 11<sup>th</sup> day of June, 2015 ~~2014~~

OWNERS:

*Paul F. Cronin*  
PAUL F. CRONIN

*Paul A. Cronin*  
PAUL A. CRONIN

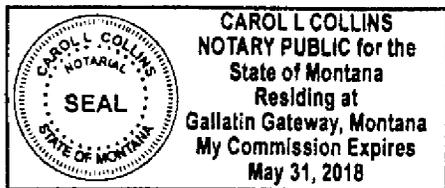
*Paul F. Cronin*  
PAUL F. CRONIN For the Paul Cronin Family Limited Partnership

State of Montana

County Gallatin )

This instrument was acknowledged before me on by Paul F. Cronin, Paul A. Cronin, and Paul F. Cronin as ~~Director~~ of the Paul Cronin Family Limited Partnership

*PM Council Manager*  
*ATC*



*Carol L. Collins*  
June 11, 2015