

Fox View Estates Land and Homeowners' Association
4360 Fox-View Loop
Helena, MT. 59602

DECLARATION OF AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this 11th day of October, 2018 by Fox View Estates, LLP, who are hereinafter collectively referred to as "declarants", and by Fox View Estates Land and Homeowners' Association, of Helena, Montana, who are hereinafter collectively referred to as "Association" of Fox View Estates.

WITNESSETH:

WHEREAS, the declarants and residents, individually or collectively, are the owners of certain real property in Lewis and Clark County, Montana, which is more particularly described as follows:

Lots 1 through 42, inclusive, of Fox View Estates Major Subdivision, Lewis and Clark County, Montana, as shown on Plat recorded under Document Number 625441-s; and

WHEREAS, the Declarants and residents wish to place covenants, conditions and restrictions upon said real property for the use and benefit of themselves as present owners, and for the future owners thereof, to ensure the use of the property for attractive residential purposes only, to prevent nuisances, to ensure health and happiness, to prevent the impairment of the attractiveness of property, and to maintain the tone and lifestyle of the community, thereby securing to each present and future owner thereof full benefit and enjoyment of his property, with no greater restriction upon its free and undisturbed use than is necessary to ensure the same advantage to all property owners;

NOW, THEREFORE, the Declarants and residents hereby declare that all real property described above shall be held, sold, and conveyed subject to the covenants, conditions, and restrictions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property by providing a desirable residential property; all persons or corporations who now or hereafter shall acquire any interest in and to the above-described real property, or any part thereof, shall take and hold the same and agree and covenant with the owners of any and all other parts thereof, and with their heirs, successors, personal representatives and assigns, to conform to and observe the following covenants, conditions and restrictions as to the use thereof and as to the construction of dwellings and improvements thereon:

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1. **LAND USE:** The above- described property, and each and every separate parcel or lot hereafter created therefrom, shall be used for single family residential purposes only. There shall be no more than one single family dwelling constructed or located on each such parcel or lot and no more than one family (defined as an individual or two (2) or more persons related by blood, marriage or adoption, or as not more than two (2) unrelated adult persons and their parents and/or minor children, if any) shall occupy each such dwelling.

No store, business, manufacturing plant, commercial enterprise, commercial dog kennel, automobile repair business, hospital, sanitarium, day care center, home for the care of residence of the mentally or physically infirm, theater, or saloon of any kind, or any other manufacturing, commercial, industrial, business or professional enterprise of any type whatsoever, shall be carried on or conducted on the property or any parcel or lot thereof.

For the purposes hereof, leasing or renting of the property or any parcel or lot thereof shall not constitute a prohibited use or enterprise, as long as the use is otherwise in compliance with this Declaration of Covenants, Conditions and Restrictions.

Additionally no noxious, offensive, or unlawful activity shall be carried on upon the property or any parcel or lot thereof, nor shall anything be done which endangers the health or safety of, which unreasonably disturbs, or which constitutes a public or private nuisance or any annoyance to any other owner or resident of any parcel or lot.

2. **BUILDING TYPE:** The dwelling shall have not less than thirteen hundred (1300) square feet, including the wall of the house proper, by exclusive of open porches, pergolas, attached garages, car ports, basement and balcony. No building shall exceed twenty-four (24) feet in height above finished ground contour, to the mid-point of the gable and excluding daylight basements. If there are detached garages or outbuildings with more than one story excluding the basement, the ground floor shall have an area of at least 1050 square feet. Roof lines and external building materials must be similar materials and walls may not exceed ten (10) feet.

No dwellings which are commonly known as "mobile homes" or "trailers" whether "single-wide" or "double-wide" or any other nature, or which are defined as "manufactured housing" by Federal law or regulation, and regardless of whether the same are on wheels or permanent foundations, shall be allowed. No factory fabricated or "modular" homes shall be allowed. All dwellings and/or improvements to be erected on any parcel or lot, regardless of the type or nature of the dwelling or structure being designed or erected, shall be fully completed within (1) year from the date of commencement of construction, and all building materials and other equipment normally used the erection and construction of said structure shall be completely removed from the premises within said period of time provided. However, the interior finishing may extend beyond this period so long as there are not building materials and other equipment used for the purpose of construction and erection stored on the premises beyond the one (1) year period of time herein designated.

No structures of temporary nature, and no trailers, mobile homes, motor homes, set together or expanding trailer houses, basements. Campers, pickup campers, tents, shacks, barns, garages, or

outbuildings shall be used upon the property or any parcel or lot at any time as a residence or for the purpose of human habitation or for camping, either temporarily or permanently. No old buildings, whether intended for use in whole or in part as a residential dwelling, garage, or other outbuilding, shall be moved upon the property or any parcel or lot thereof.

3. FENCES:

- a. **Perimeter Fence:** So as to allow for free movement of wildlife, each property owner may fence only the backyard portion of the property. The fence must be chain link and no more than 4 feet maximum height and shall adhere to setback requirements of 10 feet from property lines. Fencing must be well maintained and repaired so as not to adversely affect the aesthetic value of an adjoining property. Before a fence is installed, it must be approved by the Architectural Committee.
- b. **Wildlife Fence:** A Property owner may provide the following means of protection from wildlife for their garden area, trees or plants. Shrubs and flowers may be protected by unobtrusive netting. Trees or large shrubbery may be individually protected by posts with netting or light gauge wire fencing. Support rods, posts and netting or wire shall be as inconspicuous as possible. Posts and netting shall be firmly anchored and shall consist of a strength that will resist damage by wind or other weather conditions. Worn out or damaged material shall be removed, replaced or repaired as needed. A wildlife depredation fence for a specified garden area shall not exceed eight (8) feet in height. It shall consist of netting or light-gauge woven wire and shall be as inconspicuous as possible. Chicken wire is not allowed. Posts, netting and wire shall be firmly anchored and shall consist of a strength that will resist damage by wind or other weather conditions. Landscaping on the exterior of the wildlife fence that will mask the visibility of posts is encouraged. Storage of large garden equipment (tractors, tillers, etc.) in the garden area is not allowed. Care should be taken when considering the location of the garden so as not to adversely affect the aesthetic value of an adjoining property. The wildlife fence must be approved by the Architectural Committee.
- c. **Privacy Fence:** Privacy fences that are generally within four (4) feet of a patio are allowed. The material should be of a color that coordinates with the home and be of a vinyl type so as to not require maintenance. Before a privacy fence is installed, the size and location of the fence must be approved by the Architectural Committee.

4. LOCATION OF BUILDINGS: No buildings shall be constructed or located closer than (20) feet to any property line. (For purposes of this provision, eaves and steps shall not be considered a part of the building, but a deck shall be so considered.)

5. UNDERGROUND UTILITIES/SATELLITE TV DISH: All utilities, pipes, wires and service lines shall be buried. Two satellite dishes will be allowed which are 32 inches in diameter or smaller, placed as inconspicuously as possible below the roofline. Exterior aerials/antennas are not permitted.

6. MOTOR VEHICLES: To protect the road surfaces, no trucks or vehicles with a rating of more than one and on-half (1 ½) ton are allowed with the exception of commercial and

construction vehicles in the ordinary course of business which are making deliveries or otherwise providing services. No cars, trucks, trailers, or other motor vehicles shall be parked, stored, or in any manner kept or placed on any roadway subject to use by all members of the Association hereinafter described property. Exceptions may include parking of less than 24 hours by visitors or service/emergency vehicles. No motor vehicle which cannot be moved under its own power may be left on said property or on any parcel or lot, other than in a garage, for more than seventy two (72) hours, or left on any road within said property. Scrap or junk vehicles, or any parts thereof, shall not be placed or stored on said property or on any parcel or lot. It is the intent that personal vehicles be parked inside the garage. A maximum of three (3) personal vehicles may be parked in paved/gravel on-site parking.

7. RECREATIONAL VEHICLE USE: Street bikes, road bikes, and golf carts are permitted as are garden tractors, snow blowers and lawncaring equipment. No recreational vehicles, snowmobiles, all-terrain vehicles, go-carts, dune buggies and all other types of recreational vehicles shall be operated or used on the property or on any parcel or lot, in any manner which creates a nuisance or annoyance to any owner or resident in any manner which violates State law. ATV's must stay on paved streets. Mountain bikes must stay on designated roads and trails. All vehicles and equipment in item seven (7), Page three (3) of these covenants and restrictions must be stored in a garage or outbuilding.

8. SIGNS AND BILLBOARDS: No sign of any kind shall be displayed to the public view on or from the property or any parcel or lot except:

- a. Signs may be required for legal proceedings;
- b. Residential identification signs of a combined total area of six (6) square feet or less for each residence;
- c. During the time of construction of any building or other improvement, job identification signs having a maximum face area of 4 X 4 feet per sign of the type usually employed by contractors, subcontractors, and tradesmen; or
- d. "For Sale", "No Trespassing", or "Beware of Dog" signs of customary and reasonable dimensions;
- e. Developer project signs while lots are offered for sale.

9. GARBAGE AND FIRES: No portion of the property, nor any parcel or lot, shall be used or maintained as a dumping ground, nor shall any rubbish, trash, garbage or other waste be allowed to accumulate except in sanitary containers that shall be emptied on a regular basis. No receptacles shall be placed close to the front property line of any parcel or lot unless the same are constructed so as to be located underground or to be completely screened from sight by a suitable enclosure which does not create any unsightly area or interfere with the surrounding residential development or the beauty of the area. On any garbage collection day, garbage cans may be placed in a location convenient for collection. No trash or rubbish may be burned anywhere on the property, and no open fires shall be allowed to burn, unless the same fully comply with any and all State laws and regulations. All receptacles or other equipment for the storage and disposal of rubbish, trash, and other such materials shall be kept in a clean and sanitary condition.

10. CHATTEL STORAGE: No furniture, fixtures, appliances, or other goods and chattels not in active use shall be located or stored in any open area or on any parcel or lot in such manner that such materials are visible from any road or from any neighboring parcel or lot.

11. SANITARY RESTRICTIONS: The owner of each portion of the property, and each parcel or lot, shall comply with all laws and regulations relating to water supply, sanitation, sewage disposal, and air pollution. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the Montana Department of Health and Environmental Sciences and Lewis and Clark County, which shall be notified and allowed to inspect any sewer system installed on any lot prior to the same being covered or backfilled. No outside toilet shall be constructed or used except in connection with the construction of a residential dwelling and only for such period as may be reasonably necessary to complete the construction of such dwelling. Any such outdoor toilet must be approved by the Montana Department of Health and Environmental Sciences and Lewis and Clark County.

12. MAINTENANCE OF IMPROVEMENTS AND MAINTENANCE AND LANDSCAPING OF LOTS: The owner of each parcel or lot shall maintain the building or buildings upon each parcel or lot he owns, and any and all walkways and paving, in good condition, performing all painting and making all appropriate repairs and replacements as often as the same shall be necessary. Each such owner shall maintain the landscaping upon his parcel or lot in good condition, removing all noxious weeds, and maintaining the same as shall become necessary, although some or all of each such parcel or lot may be left in its natural state so long as noxious weeds (weed control assessment) are not allowed to grow.

13. EASEMENTS: Easements ten (10) feet wide are reserved along and adjacent to all lot lines of each lot or parcel for the installation, maintenance and repair of electric lines, telephone lines, natural gas lines, television cable lines, drainage facilities and other utilities to service lots or parcels within the above-described property. All such lines shall be installed at the cost of the owner receiving the service and/or the provider of such service. Any and all surface disturbance to the land resulting from the installation, maintenance or repair of any such lines or utilities shall be timely repaired and the land shall be restored to a natural-appearing condition. Easements and rights-of-way for access roads, as show on any certificate of survey previously filed in regard to the property, and/or as set forth in any separate recorded access agreement in regard to said property, are hereby reserved for the use and benefit of the Declarants, all present and future owners of the property and any portion thereof, and their heirs, successors, personal representatives and assigns, in order to provide access, ingress and egress to and from each parcel or lot now and hereafter comprising the property. Such easements and rights-of-way shall be appurtenant to, and shall pass with, the title to each said parcel or lot, and shall not be severed there from. Each road shall be properly surveyed, and shall be constructed to Typical Section County Standards #2, Peccia, which standards are incorporated herein by this reference; further, any roads already constructed upon the property on the date hereof, shall be brought into conformance with said standards, by Declarants, Fox View Estates, LLP, on or before 3-12-02. The cost of road maintenance and repair of all roads upon the property shall be shared by each lot and/or parcel owner, as provided for in Sections a – j of Article 20 of these covenants.

Lewis and Clark County requires that each lot owner hereby waive the right to protest the creation of a Rural Improvement District (RID) for the purpose of improving and/or maintaining the roads that access the subdivision including related right-of-way, drainage structures, and traffic control signs. Notice is hereby given that Yellowstone Pipeline is an underground pipeline running through Lots 18, 20, 22, 23, 24, 25, 28, 32, 34, 36, 37, 38, and 42. Any construction or surface alteration and/or disturbance within, on or over the pipeline and associated easement shall be subject to the Yellowstone Pipeline's Right-of-Way and Development Provisions. Prior to proceeding with any construction activity, the Yellowstone Pipeline Right-of-way Agent shall be contacted and development plans shall be submitted for review and approval. All specifications and requirements of the approved plan shall be met.

14. SUBDIVISION AND RESUBDIVISION: The above-described property shall not be divided, subdivided, platted, re-subdivided, or replatted in any manner except for lot 42 which may be divided into three lots that must have the same covenants as Fox View Estates.

15. ANIMALS AND LIVESTOCK: No horses, cows, pigs, sheep, chickens, goats, turkeys, geese or other fowl or livestock shall be allowed, kept or maintained on the property. The owner of any parcel or lot may keep the usual household pets. Pets not kept exclusively indoors may not exceed two (2) dogs and two (2) cats. Animals must be kept without any continuous or audible disturbance or nuisance to other persons residing in the area. All pets must be kept under control and on their owner's property and are not allowed to wander on adjoining properties. Dogs may be kept in a chain link kennel not to exceed 150 square feet with a maximum height of 7 feet. Owners are responsible for cleaning up their animal's waste. Residents should be aware that agricultural operations may occur in the vicinity adjacent to said property. Such activities may occur at varying times and seasons and include, but are not limited to, the operation of machinery, the pasturing and feeding of livestock, irrigation, and the application of fertilizers, herbicides and pesticides to fields.

16. WILDLIFE: In order to maintain the natural environment and rural atmosphere of the premises, there shall be no disturbance in any way of animals or birds which nest, den or live upon the land, except as may be necessary for the protection of life or property or to comply with these restrictive covenants, and except that any such animals, birds, animal nests or dens may be removed insofar as necessary for location of dwelling house, residence, outbuilding, roadway or utility lines. Any changes which will improve the natural wildlife habitat are encouraged. There shall be no discharge of firearms into or from within these premises.

17. EXTERIOR LIGHTING: The intent of lighting restrictions is to reduce the amount of light pollution and to be unobtrusive to neighboring properties. Exterior lighting shall be subdued, understated and indirect. Lighting shall be "down" type and shall not radiate out from the property boundary. In all cases excessive glare to neighboring properties or circulation shall be avoided.

18. BINDING EFFECT AND DURATION: The covenants, conditions, and restrictions of this Declaration shall be run with and bind the above-described property and land and shall be binding upon all parties having or acquiring any right, title, or interest in the same, or in any part thereof, and shall inure to the benefit of, be binding upon, and be enforceable by, each successor

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in interest to the Declarants and the owner of any lot, parcel, tract, or portion of the property subject to this Declaration, and by his respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded and after 20 years covenants, conditions, and restrictions shall be automatically renewed for successive periods of ten (10) years. The covenants and restrictions of the Declaration may be amended at any time by an instrument signed by two-thirds (2/3) of the owners of the parcels or lots except for Section 1. Section 1 shall require approval of 100% of the lot owners.

19. ARCHITECTURAL COMMITTEE:

Section a: Creation – Membership. There is hereby created an Architectural committee which is herein referred to as the “Committee” or the “Architectural Committee”, which shall consist of three (3) persons, appointed by the Declarants. After 40% of the lots or parcels are built upon one or all of the members may be chosen by a majority of the homeowners, as shall be determined by the Owners, by notice in writing to the Home Owner’s Association. Committee members shall serve three (3) years staggered terms. The Committee shall consist of the same persons who are Board of Directors of the Home Owner’s Association plus one member from outside the development such as a builder or an architect.

Section b: Selection. If no successor is appointed on or before the expiration of an individual member’s term he shall be deemed to have been reappointed for another term.

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

Section d: Committee Review. No construction, reconstruction, alteration, exterior remodeling or other improvement shall be placed, constructed, erected, repaired, restored, reconstructed, altered, remolded, added to or maintained on any lot until building drawings, plans and specifications and such other information as the Committee may reasonably require have been reviewed. It shall include without being limited to, colors, building materials and models, that have been submitted to, and approved by, a majority of the Committee in writing; nor may any of the above be commenced until the Committee has issued a permit allowing for such improvements.

20. PROPERTY HOMEOWNERS’ ASSOCIATION: Each and every person who buys any portion of the above-described property thereby agrees to form, and to join, an incorporated property owners’ Association for the purpose of road maintenance and such other purposes as might be lawfully undertaken and agreed upon by said Association from time to time. Said Association shall be formed, and shall thereafter fully and regularly maintain all roads and road easements which are subject to use by all members, when parcels and lots comprising forty percent (40%) of the above-described property have been sold.

Said Property Homeowners’ Association shall be subject to and governed by the following provisions:

Section a: Membership and Voting Rights. Every person or entity who is a record owner of a fee or undivided fee interest in any parcel or lot shall be a member of the Association; provided the foregoing is not intended to include persons or entities holding interest merely as security for the performance of an obligation. Membership is appurtenant to and inseparable from ownership of said parcels and lots. The Association shall have only one class of voting membership, and each member shall be entitled to one (1) vote for each parcel or lot in which he holds the interest required for membership. When more than one person holds such interest in any lot, parcel or tract, the votes for the same shall be exercised as such owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any parcel or lot. Owners may not have any voting power to change the covenants until a dwelling is construction on the lot. The developers will have one (1) vote for each lot they own as declarants.

Section b: Covenant for Maintenance Assessments: Creation of Lien and Personal Obligation of Assessments. The Declarants, for each parcel and lot, owned by him or them within the properties, hereby covenant, and each owner of any parcel or lot by acceptance of a deed therefore whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agree to pay the Association:

- (i) Annual assessments or charges;
- (ii) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge of the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person or entity who was the owner of the property at the time when the assessment fell due.

Assessments levied by the Association shall be used to maintain roads, control weeds on the road and path rights of way, pay legal fees to enforce covenants, snow removal on roads; as these are used by all members of the Association and which are shown on the certificate of survey presently filed or recorded in Lewis and Clark County, Montana. Lot 42 shall pay only for weed control and enforcement of the covenants and assessments.

Section c: Purpose of the Assessments. The assessment levied by the Association shall be as agreed to by a majority vote of the members of the Homeowners Association and shall be for such purposes as legal fees, road maintenance, weed control, water drainage, bike paths, capital improvements and any other matters deemed necessary by a majority of the lot owners.

Section d: Basis and Maximum of Annual Assessment. Assessment shall be levied equally as to each parcel or lot, except that the assessment for any parcel or lot upon which no dwelling has begun construction shall be twenty-five percent (25%) of the annual assessment for parcels or lots upon which dwellings have been constructed. The assessment shall be due by January 1 of each year following the incorporation of the property owners' association. The assessment for the first year shall not exceed \$100.00 per parcel or lot and may be increased each year by not more than five percent (5%) above the assessment for the previous year without a vote of the

membership. The maximum annual assessment may be increased above (5%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose. Otherwise, the Board of Directors of the Association may fix the annual assessments at an amount not in excess of such maximum.

Section e: Special Assessments for Capital Improvement. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the costs of any construction, reconstruction, repair, or replacement of such roads, or the cost of capital improvements upon such roads, including emergency road maintenance and repairs, and fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section f: Notice and Quorum for any Action Authorized under Sections d and e. Written notice of any meeting called for the purpose of taking any action authorized under Sections d and e shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of members or proxies entitled to cast sixty (60) percent of all the votes shall constitute a quorum. If the required Quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.

Section g: Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate and may be collected on a monthly, quarterly, or annual basis. However, the amount of assessment in any one year and from year to year may vary between developed and unimproved lots as set forth above.

Section h: Date of Commencement of Annual Assessments: Due Dates.

- (i) The Association's Board of Directors shall fix the date of commencement and the amount of the assessment against each parcel or lot for each assessment period at least thirty (30) days in advance of such date or period, and shall at that time prepare a roster of the parcels and lots and assessments applicable thereto, which shall be kept by an officer of the Association and shall be open to inspection by any owner.
- (ii) The Association shall upon demand for a reasonable charge at any time furnish to any owner liable for such assessments a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified parcel or lot have been paid.

Section i: Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum plus a reasonable attorney's fee for the collection thereof. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by the non use of the roads or abandonment of his parcel or lot.

Section j: Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any parcel or lot shall not affect the assessment lien; however, the sale or transfer of any parcel or lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. The liens herein created shall be deemed to be mechanics; or materialmen's liens as the same are defined by the laws of the State of Montana, and shall be impressed and enforced in accordance with the applicable State law concerning the same, and any person buying any parcel or lot thereby waives any right to contest the same if said lien is impressed or enforced according to the provisions of these covenants.

Section k: Exempt Property. The following property, subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- (i) All properties to the extent of any easement or other interest herein dedicated and accepted by the local public authority and devoted to public uses;
- (ii) All roads, roadway easements, and road rights-of way subject to use by all members of the Association.
- (iii) Lot 42 is exempt from all road maintenance.

Notwithstanding any provision herein, no parcel, lot or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

Section l: Association's Attorney's Fees. In any action brought by the Association to enforce the provisions hereof or to collect any sums, whether legal or equitable, the Association shall be entitled to a reasonable attorney's fee as fixed by the court if it is the prevailing party to the action.

Section m: General Powers and Duties of the Association. Upon its formation, and within the limitations of its available funds, it shall be the duty of the Association to fully and regularly maintain those roads, easements, and road rights-of-way, which are subject to use by all Association members, for the benefit of all the residents. It shall have the authority to adopt rules and regulations (which shall not be inconsistent with this Declaration) governing the use thereof, and shall be responsible for providing for any necessary liability insurance in regard to its activities. It may enter into any necessary contracts, as shall be further set forth in its By-laws which shall be adopted upon its incorporation.

Section n: Liability. Upon formation of the Association, neither it, nor the individual directors, officer and members of the Association, shall be held liable for carrying out the duties that are specified in this Declaration, as long as such duties are carried out in a responsible manner.

21. **ENFORCEMENT:** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of the same, either to restrain violation or to recover damages, and failure by the Association to enforce any covenant, condition or restriction herein contained shall in no event be deemed a

waiver of the right to do so thereafter The Association, every owner of any parcel or lot, and every person having any right to enforce these covenants and restrictions.

22. **ATTORNEY'S FEES:** In any action brought by the Association or any owner to enforce the provisions hereof, whether legal or equitable, said Association or owner shall be entitled to reasonable attorney's fees and costs as fixed by the Court if he/it is the prevailing party to the action. Attorney's fees for Fox View Estates Land and Homeowners' Association shall be paid by assessing the owners of record.

23. **SEVERABILITY:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned members of the Fox View Estates Land and Homeowners' Association Board of Directors verify that the above Covenants, Conditions and Restrictions have been agreed to and adopted by the required vote equaling 2/3 or more of the eligible voters of the Association, and hereunto set their hands on the day and year first above written.

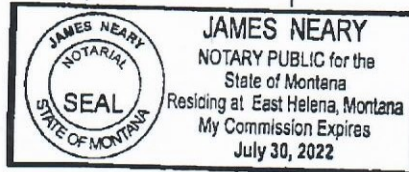
Signed *Bob Gardipee* Date 10-11-18
DEBORAH D. RAPSTAD - President Robert "Bob" Gardipee
NOTARY PUBLIC for the State of Montana
Residing at Helena, Montana
My Commission Expires October 02, 2021
Subscribed & sworn to before me this 11th day of October, 2018.
Deborah D. Rapstad

Signed *John Barker* Date 10-11-18
DEBORAH D. RAPSTAD - Vice President John Barker
NOTARY PUBLIC for the State of Montana
Residing at Helena, Montana
My Commission Expires October 02, 2021
Subscribed & sworn to before me this 11th day of October, 2018.
Deborah D. Rapstad

Signed *Kathy Jaynes* Date 10-22-18
Kathy Jaynes - Secretary
Subscribed and sworn to before me, James Neary, this 22nd day of October, 2018.

Subscribed and sworn to before me, James Neary, this 22nd day of October, 2018.

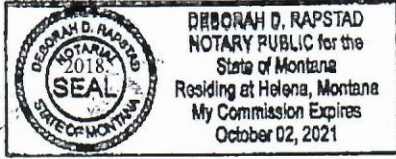
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Amended Covenants and Restrictions for Fox View
Estates Land and Homeowners' Association dated
October 11, 2018

Lot #/Address FVL=Fox View Loop, Helena, MT. Melkat=Melkat Lane, Helena, MT.

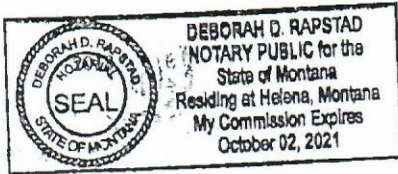
Lot (1) 3755 Melkat Justin Walsh Justin Walsh
Printed name Signature



Subscribed & sworn to before me this 11 day of October,

Deborah D. Rapstad
Deborah D. Rapstad

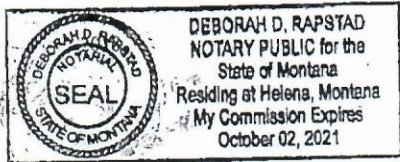
Lot (2) 3775 Melkat Rex Blaine Rex Blaine (Proxy)
Printed name Signature



Subscribed & sworn to before me this 11 day of October,

Deborah D. Rapstad
Deborah D. Rapstad

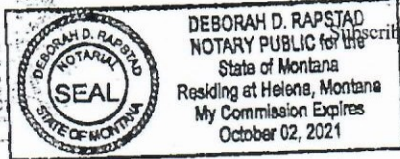
Lot (3) 3795 Melkat Marlene Hultanen Marlene Hultanen
Printed name Signature



Subscribed & sworn to before me this 11 day of October,

Deborah D. Rapstad
Deborah D. Rapstad

Lot (4) 4312 FVL Trance Burchard Proxy: Marlene Hultanen
Printed name Signature



Subscribed & sworn to before me this 11 day of October, 2018.

Deborah D. Rapstad
Deborah D. Rapstad

Lot (5) 4315 FVL _____
Printed name Signature

Subscribed & sworn to before me this _____ day of October,

2018.

Deborah D. Rapstad

Lot (6) 3735 Melkat

Printed name _____ Signature _____

2018. Subscribed & sworn to before me this ____ day of October,

Deborah D. Rapstad

Lot (7) 3715 Melkat

Printed name _____ Signature _____

2018. Subscribed & sworn to before me this ____ day of October,

Deborah D. Rapstad

Lot (8) 3705 Melkat

Printed name _____ Signature _____

2018. Subscribed & sworn to before me this ____ day of October,

Deborah D. Rapstad

Lot (9) 3710 Melkat

Printed name _____ Signature _____

2018. Subscribed & sworn to before me this ____ day of October,

Deborah D. Rapstad

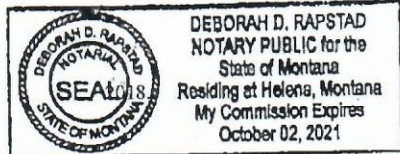
Lot (10) 4324 FVL

Michael Thilges

[Signature] (Proxy)
Signature

Printed name _____ Signature _____
Subscribed & sworn to before me this 11 day of October,

[Signature]
Deborah D. Rapstad



Lot (11) 4332 FVL

Printed name _____ Signature _____

2018. Subscribed & sworn to before me this ____ day of October,

Deborah D. Rapstad

3329826 B: M54 P: 8785 COV
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\$133.00

Lot (12) 4484 FVL

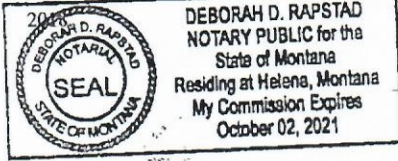
Pat Reddick

Patty Henry (proxy)

Printed name

Signature

Subscribed & sworn to before me this 11 day of October,



Deborah D. Rapstad
Deborah D. Rapstad

Lot (13) 4340 FVL

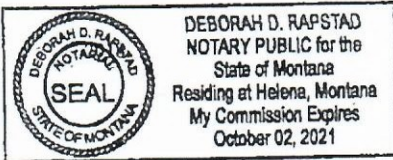
Robyn Weber

Vicki J. Turner (proxy)

Printed name

Signature

Subscribed & sworn to before me this 11 day of October,



Deborah D. Rapstad
Deborah D. Rapstad

Lot (14) 4483 FVL

Printed name

Signature

Subscribed & sworn to before me this ___ day of October,

2018.

Deborah D. Rapstad

Lot (15) 4348 FVL

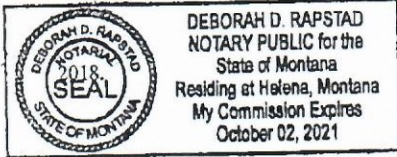
Vicki Turner

Vicki J. Turner

Printed name

Signature

Subscribed & sworn to before me this 11 day of October,



Deborah D. Rapstad
Deborah D. Rapstad

Lot (16) 4349 FVL

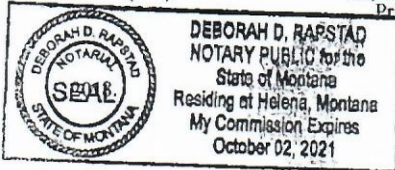
PATRICIA HERZOG

Patricia Henry

Printed name

Signature

Subscribed & sworn to before me this 11 day of October,



Deborah D. Rapstad
Deborah D. Rapstad

Lot (17) 4346 FVL

Jon Butler

Jon Butler

Printed name

Signature

3329826 B: M54 P: 8785 COV
10/31/2018 02:48:29 PM Page 14 of 19 Fees: \$133.00

2018.

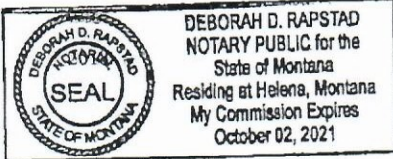


DEBORAH D. RAPSTAD
NOTARY PUBLIC for the
State of Montana
Residing at Helena, Montana
My Commission Expires
October 02, 2021

Deborah D. Rapstad
Deborah D. Rapstad

Lot (18) 4357 FVL Susan Suter Susan Suter
Printed name Signature

Subscribed & sworn to before me this 11 day of October,



DEBORAH D. RAPSTAD
NOTARY PUBLIC for the
State of Montana
Residing at Helena, Montana
My Commission Expires
October 02, 2021

Deborah D. Rapstad
Deborah D. Rapstad

Lot (19) 4364 FVL _____
Printed name Signature

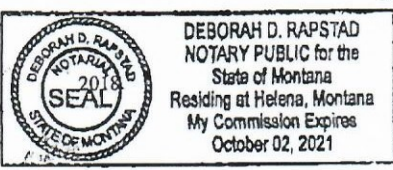
Subscribed & sworn to before me this ___ day of October,

2018.

Deborah D. Rapstad

Lot (20) 4363 FVL William E. Fyzi William E. Fyzi
Printed name Signature

Subscribed & sworn to before me this 11 day of October,

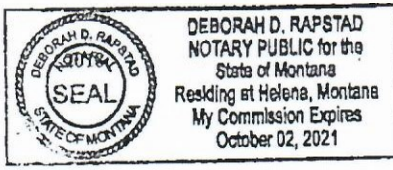


DEBORAH D. RAPSTAD
NOTARY PUBLIC for the
State of Montana
Residing at Helena, Montana
My Commission Expires
October 02, 2021

Deborah D. Rapstad
Deborah D. Rapstad

Lot (21) 4372 FVL James Irby James Irby
Printed name Signature

Subscribed & sworn to before me this 11 day of October,

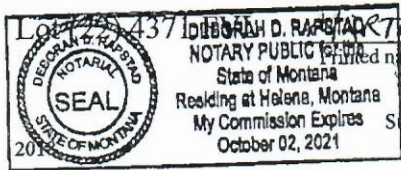


DEBORAH D. RAPSTAD
NOTARY PUBLIC for the
State of Montana
Residing at Helena, Montana
My Commission Expires
October 02, 2021

Deborah D. Rapstad
Deborah D. Rapstad

Lot 4371 MARTIN J. BINDL MJB
Printed name Signature

Subscribed & sworn to before me this 11 day of October,

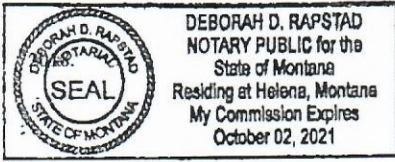


DEBORAH D. RAPSTAD
NOTARY PUBLIC for the
State of Montana
Residing at Helena, Montana
My Commission Expires
October 02, 2021

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10/31/2018 02:48:29 PM Page 15 of 19 Fees: \$133.00

Lot (23) 4380 FVL

Daniel E March [Signature]
Printed name Signature

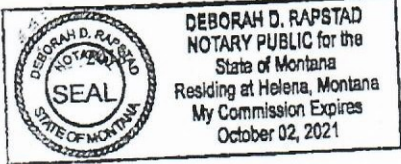


Subscribed & sworn to before me this 11 day of October,

[Signature]
Deborah D. Rapstad

Lot (24) 4388 FVL

Marilyn Szezek Anna L. Fischer Proxy
Printed name Signature

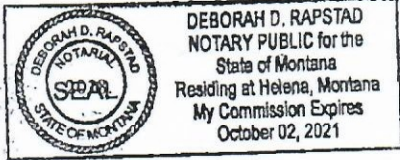


Subscribed & sworn to before me this 11 day of October,

[Signature]
Deborah D. Rapstad

Lot (25) 4319 FVL

Robert Gardipee [Signature]
Printed name Signature

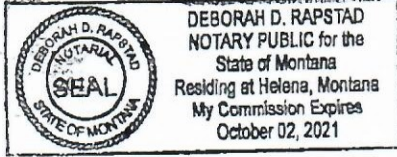


Subscribed & sworn to before me this 11 day of October,

[Signature]
Deborah D. Rapstad

Lot (26) 4396 FVL

Robert Fischer [Signature]
Printed name Signature

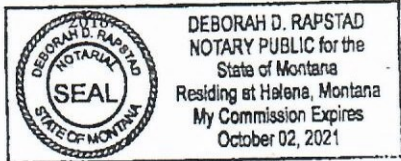


Subscribed & sworn to before me this 11 day of October,

[Signature]
Deborah D. Rapstad

Lot (27) 4404 FVL

Sandra Kolconda [Signature] (proxy)
Printed name Signature



Subscribed & sworn to before me this 11 day of October,

[Signature]
Deborah D. Rapstad

Lot (28) 4425VL

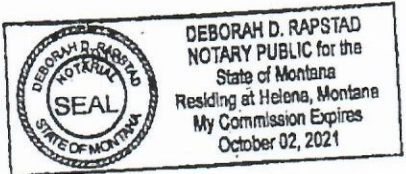
Printed name Signature

2018.

Deborah D. Rapstad

Lot (29) 4412 FVL

Luemido S. Hager [Signature]
Printed name Signature

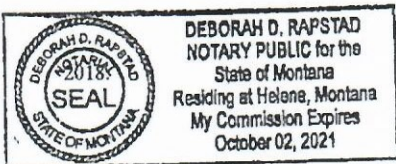


Subscribed & sworn to before me this 11 day of October,

[Signature]
Deborah D. Rapstad

Lot (30) 4420 FVL

Matthew Richards [Signature]
Printed name Signature

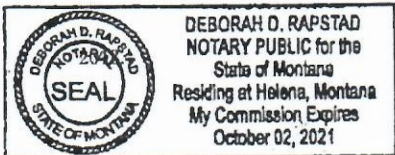


Subscribed & sworn to before me this 11 day of October,

[Signature]
Deborah D. Rapstad

Lot (31) 4428 FVL

Michelle Crowe [Signature]
Printed name Signature



Subscribed & sworn to before me this 11 day of October,

[Signature]
Deborah D. Rapstad

Lot (32) 4439 FVL

Printed name Signature

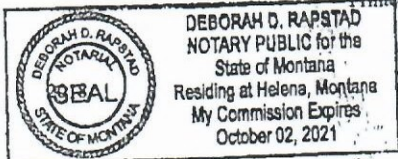
Subscribed & sworn to before me this ____ day of October,

2018.

Deborah D. Rapstad

Lot (33) 4436 FVL

Chris Jensen [Signature]
Printed name Signature



Subscribed & sworn to before me this 11 day of October,

[Signature]
Deborah D. Rapstad

3329826 B: M54 P: 8785 COV
10/31/2018 02:48:29 PM Page 17 of 19 Fees: \$133.00

Lot (34) 4447 FVL

Steven M. Lewis (M. Lewis)
Printed name Signature

Subscribed & sworn to before me this 11 day of October,

2018.



DEBORAH D. RAPSTAD
NOTARY PUBLIC for the
State of Montana
Residing at Helena, Montana
My Commission Expires
October 02, 2021

Deborah D. Rapstad
Deborah D. Rapstad

Lot (35) 4444 FVL

Printed name Signature

Subscribed & sworn to before me this ____ day of October,

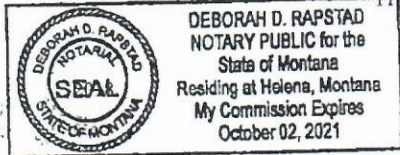
2018.

Deborah D. Rapstad

Lot (36) 4452 FVL

Teri Watson Patty Henzog (Proxy)
Printed name Signature

Subscribed & sworn to before me this 11 day of October,



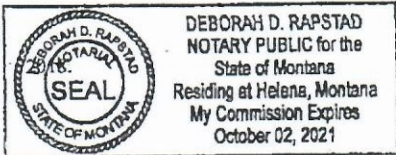
DEBORAH D. RAPSTAD
NOTARY PUBLIC for the
State of Montana
Residing at Helena, Montana
My Commission Expires
October 02, 2021

Deborah D. Rapstad
Deborah D. Rapstad

Lot (37) 4459 FVL

Steven Sather Patty Henzog (Proxy)
Printed name Signature

Subscribed & sworn to before me this 11 day of October,



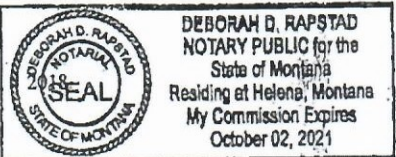
DEBORAH D. RAPSTAD
NOTARY PUBLIC for the
State of Montana
Residing at Helena, Montana
My Commission Expires
October 02, 2021

Deborah D. Rapstad
Deborah D. Rapstad

Lot (38) 4460 FVL

Jim Edwards Jim
Printed name Signature

Subscribed & sworn to before me this 11 day of October,



DEBORAH D. RAPSTAD
NOTARY PUBLIC for the
State of Montana
Residing at Helena, Montana
My Commission Expires
October 02, 2021

Deborah D. Rapstad
Deborah D. Rapstad

Lot (39) 4471 FVL

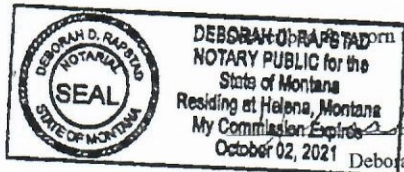
Travis Hava Travis Hava
Printed name Signature

3329826 B: M54 P: 8785 COV
10/31/2018 02:48:29 PM Page 18 of 19 Fees: \$133.00

Printed name

Signature

2018.



Subscribed & sworn to before me this 11 day of October,

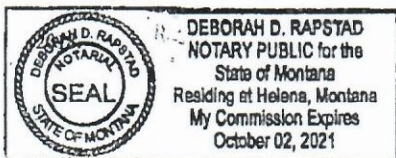
DEBORAH D. RAPSTAD
 NOTARY PUBLIC for the
 State of Montana
 Residing at Helena, Montana
 My Commission Expires
 October 02, 2021

Deborah D. Rapstad

Lot (40) 4468 FVL

Barbara Gallagher
Printed name

Patty Hingoy (proxy)
Signature



Subscribed & sworn to before me this 11 day of October,

DEBORAH D. RAPSTAD
 NOTARY PUBLIC for the
 State of Montana
 Residing at Helena, Montana
 My Commission Expires
 October 02, 2021

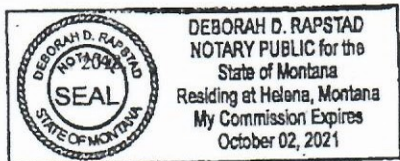
Deborah D. Rapstad
Signature

Deborah D. Rapstad

Lot (41) 4476 FVL

JAMES R. PERKINS
Printed name

[Signature]
Signature



Subscribed & sworn to before me this 11 day of October,

DEBORAH D. RAPSTAD
 NOTARY PUBLIC for the
 State of Montana
 Residing at Helena, Montana
 My Commission Expires
 October 02, 2021

Deborah D. Rapstad
Signature

Deborah D. Rapstad

Lot (42) 4510

Harmony Lane

Printed name

Signature

Subscribed & sworn to before me this ____ day of October,

2018.


Deborah D. Rapstad

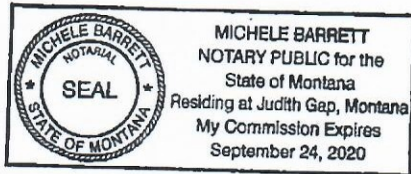
**Member signatures (to replace proxy signatures)
adopting Declaration of Amended Covenants and
Restrictions for Fox View Estates Land and
Homeowners' Association dated October 11, 2018**

Lot #/Address FVL=Fox View Loop, Helena, MT. Melkat=Melkat Lane, Helena, MT.

Lot (2) 3775 Melkat Rex B. Blaine 
Printed Name Signature

Subscribed & sworn to before me this 29 day of March, 2019.


(Notary)



**Member signatures (to replace proxy signatures)
adopting Declaration of Amended Covenants and
Restrictions for Fox View Estates Land and
Homeowners' Association dated October 11, 2018**

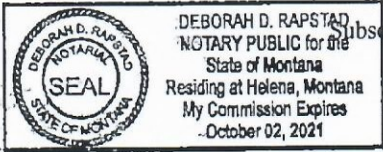
Lot #/Address FVL=Fox View Loop, Helena, MT. Melkat=Melkat Lane, Helena, MT.

Lot (2) 3775 Melkat _____
Printed name Signature

Subscribed & sworn to before me this _____ day of October, 2018.

Lot (4) 4312 FVL Tasa Burchard Tasa Burchard
Printed name Signature

Subscribed & sworn to before me this 26th day of March 2019 2018 DRR

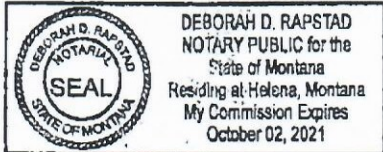


Deborah D. Rapstad

Tasa

Lot (10) 4324 FVL MICHAEL THILGES Michael Thilges
Printed name Signature

Subscribed & sworn to before me this 26th day of March 2019 2018 DRR



Deborah D. Rapstad

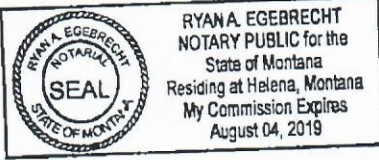
Mike

Lot (12) 4484 FVL

Patricia Jane Reddick
Printed name

Patricia Jane Reddick
Signature

Subscribed & sworn to before me this 10 day of ~~October, 2018.~~ ^{April, 2019}



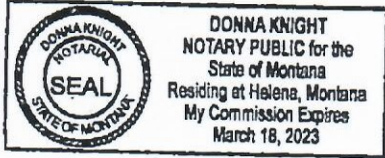
[Signature]

Lot (13) 4340 FVL

Robyn L. Weber
Printed name

Robyn L. Weber
Signature

Subscribed & sworn to before me this 25th day of ~~October, 2018.~~ ^{March 2019}



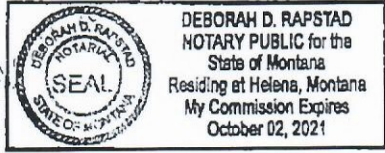
[Signature]

Lot (24) 4388 FVL

Marilyn SNEZEL
Printed name

Marilyn Snelzer
Signature

Subscribed & sworn to before me this 26th day of ~~October, 2018.~~ ^{March 2019}



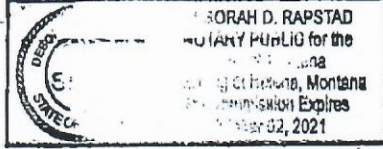
Deborah D. Rapstad

Lot (27) 4404 FVL

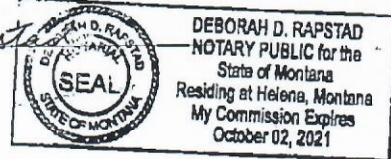
William J. Holmsted
Printed name

William J. Holmsted
Signature

Subscribed & sworn to before me this 26th day of ~~October, 2018.~~ ^{March 2019}



Deborah D. Rapstad

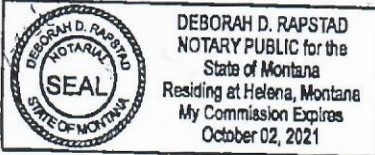


Lot (36) 4452 FVL

TERRY WATSON
Printed name

Terry Watson
Signature

Subscribed & sworn to before me this 26th day of ~~October, 2018.~~ ^{March 2019}



Deborah D. Rapstad

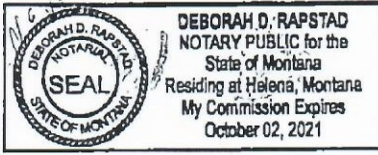
Lot (37) 4459 FVL

Neval SATHOR
Printed name

[Signature]
Signature

Subscribed & sworn to before me this 26 day of ^{March, 2019}~~October, 2018~~ _{ERR}

Deborah D. Rapstad



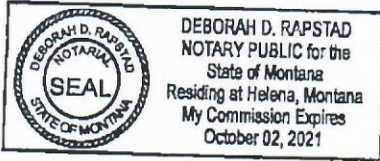
Lot (40) 4468 FVL

Lawrence Gallagher
Printed name

[Signature]
Signature

Subscribed & sworn to before me this 26 day of ^{March, 2019}~~October, 2018~~ _{ERR}

Deborah D. Rapstad



Lot (42) 4510
Harmony Lane

Printed name

Signature

Subscribed & sworn to before me this ____ day of October, 2018.
