



Sky View at Las Campanas
Supplemental Declaration to the Las Campanas Subdivision Declaration
of Covenants, Conditions, and Restrictions

This Declaration is made this 17th day of October, 2007, by Trimark Development, LLC, 1627 W. Main #223, Bozeman, Montana 59715, hereinafter referred to as "Declarant."

RECITALS

1. That the Declarant is the owner in fee simple of that real property described as follows:

Condo Lot of Las Campanas Subdivision, Gallatin County, Montana

2. That the Declarant desires to erect Townhouse clusters upon the property described above, which shall be subject to the Declaration of Restrictive Covenants for Las Campanas Subdivision, as well as this Declaration.

NOW THEREFORE, the Declarant does hereby establish, dedicate, declare, publish and impose upon the premises, the following covenants, conditions and restrictions, which shall run with the land and shall be binding upon and be for the benefit and value of all persons claiming under them, their 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. These covenants, conditions and restrictions shall apply to the entire premises and all improvements placed or erected thereon, unless the context of these covenants, conditions and restrictions implies otherwise, and shall be in existence and full force and effect for as long as townhouses upon the above described property, or until such time as these covenants are modified by agreement of all of the owners of the property affected hereby. The covenants, conditions and restrictions shall be as follows:

1. That the property described in this Declaration is a part of the Las Campanas Subdivision and shall be subject to the Declaration of Restrictive Covenants for Las Campanas Subdivision, recorded as Document No. 2208725, records of Gallatin County, Montana. As such, each owner of a Townhouse upon the above-described property shall automatically become a member of the Las Campanas Homeowners Association and shall be subject to the Bylaws of that organization. He or she shall also be obligated to pay those assessments levied by the Las Campanas Homeowners Association.

2. That in addition, the Declarant shall form a separate Homeowners' Association for the Sky View at Las Campanas Townhouses (the "Association"), in order to provide a mechanism for maintenance of the townhouses and their

2282184

Page: 2 of 8
10/22/2007 11:02A



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surroundings as well as to establish and enforce rules within the townhouse complex regarding parking and other resident activities. In that regard the Association created to manage the affairs of Sky View at Las Campanas shall be shall be organized in the same manner as the Las Campanas Subdivision Homeowners Association and governed by these covenants as well as separate By-laws and Articles of Incorporation. The By-laws will govern processes for voting and election of the Board of Directors and other procedures. This Association shall also be authorized to levy assessments upon the owners of the townhouses in order to pay for the repair and replacement (as needed) of street asphalt, snow removal upon the streets and sidewalks, lawn care and landscaping maintenance for all yard areas and the maintenance of the buildings and common areas. The Association shall maintain the roofs and siding of the buildings, but the individual owners shall be responsible for replacement and repair of windows and doors and any additions that may be made to the buildings, such as satellite dishes (placement of satellite dishes will be in conformance with the Las Campanas Guidelines). The Association shall have the same powers to levy assessments and place liens upon the townhouses as the Las Campanas Homeowners Association, but shall be subordinate to the Las Campanas Subdivision Homeowners Association with respect to any powers and duties set forth in the Declaration recorded as Document No. 2208725, records of Gallatin County, Montana. Specifically, the power to levy assessments shall be as follows:

- a. The Declarant, for each lot owned within the subdivision, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all annual assessments or charges, or special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who is the owner of such property at the time such assessment becomes due.
- b. The assessments levied by the Association shall be used exclusively for the purposes set forth herein.
- c. The amount of the annual assessments shall be fixed by the Board of Directors of the Association and shall comply with section VI (Assessments) of the Declaration of Restrictive Covenants for Las Campanas Subdivision.
- d. 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 in part, the cost of any construction, reconstruction, repair or replacement of capital improvements on the property, including fixtures and personal property related thereto, provided that any such assessment shall have the affirmative vote of sixty-six and two thirds percent (66 2/3%) or more of all of the votes of membership who are present in person or by proxy at a meeting duly called for that purpose.

e. Written notice of any meeting called for the purpose of taking any action authorized under these covenants shall be sent to all members not less than ten (10) days nor more than forty (40) days in advance of the meeting. At the first such meeting called for a particular purpose, the presence of members or proxies entitled to cast fifty percent (50%) of all the votes of members shall constitute a quorum. If the required quorum is not present, the meeting will be adjourned and the quorum requirement for the subsequent meetings shall be reduced by half. This process shall continue until a quorum is achieved for the meeting. All subsequent meetings can be held immediately after the adjournment of the original meeting if so noticed in the official meeting notice mailed to all owners of record. However, no such subsequent meetings shall be held more than sixty (60) days following the date of the originally scheduled meeting.

3. That the Declarant is the owner of the property described above and intends to erect townhouses upon the property. Party walls and the foundations for party walls shall be placed between the units located on the property and the units, while separately owned, shall share common exteriors, which will be governed by these covenants.

4. Each unit owner, during his or her ownership of one of the townhouse units that are the subject of this Declaration, shall enjoy the right, privilege or easement to use the party wall(s) and foundation(s) of his or her unit(s) for as long as the same remain standing, subject to the provisions of this Declaration.

5. Should the buildings on the properties described above be so constructed that the foundation or party walls for any of the townhouses extends over the boundary of the lot for that townhouse and onto the lot of an adjoining townhouse, the foundation and party wall of such townhouse so extended shall remain as situated and shall be construed and deemed to be a party wall between such properties, so that in the event an encroachment exists, neither party shall be compelled to take down or remove such party wall, for so long as the same shall remain standing. Such encroachment shall be deemed permissive, with no adverse or prescriptive rights created on the property that shall suffer the encroachment. Furthermore, other applicable easements are shown on the plat for Condo Lot and shall apply to the owners as their interests

2282184

Page: 3 of 8

10/22/2007 11:02A



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6. This Declaration shall continue in effect from and after the date of the execution of this Declaration and for so long as the foundations and party walls, or any of them, shall stand and shall constitute an easement and covenant of record running with the land, for the mutual use and benefit of each townhouse affected by this Agreement.

7. No owner shall engage in any construction, repair, remodeling or replacement which in any way affects the structural integrity or bearing capacity of a party wall, without the consent of the owner(s) of the contiguous building located on the adjoining lot. No owner may engage in any construction, remodeling or replacement of the exterior of his or her building without the prior written consent of the Architectural Control Committee of the Las Campanas Subdivision and the Board of Directors of the Association.

8. Each wall which is built as a part of the original construction of the building upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Agreement, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

9. The cost of reasonable repair and maintenance of a party wall shall be equally shared by the owners who make use of the wall in proportion to such use.

10. That portion of the exterior of each of the buildings which constitutes the party wall shall be maintained in its original condition.

11. Each owner of any building affected by this Agreement shall be responsible for the care and maintenance of his or her individual building or buildings located upon such lot, including doors, windows, siding roofing, etc., pertaining to that portion of the building located on his or her lot, and the adjoining patio(s). All repairs and maintenance shall be effected in such a manner that the portion of the building on the adjoining lot shall not be adversely affected. In that regard, all maintenance and repairs shall be carried out in a manner that will restore the building as close as possible to its original condition, including colors. All replacement parts shall be exact duplicates of the original parts, if possible, unless otherwise approved by the Architectural Control Committee of Las Campanas subdivision as well as the Board of Directors of the Association. The Association shall provide for maintenance of the lawns and landscaping features within the townhouse complex and each owner shall be assessed for his or her pro-rata share of such expenses, including the cost of operating and maintaining the sprinkler system for the complex.

2282184

Page: 4 of 8
10/22/2007 11:02A



76.00

Charlotte Mills-Gallatin Co MTMISC

2282184
Page: 5 of 8
10/22/2007 11:02A



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12. Fences will be restricted to a certain height and shall be no less than 4 feet in height and no more than 6 feet in height. Fences may not encroach onto any neighboring lot and may not exceed 1 foot beyond the rear of the patio. The patio size may not exceed 10'x10'. Backyards may be fenced with wood or materials that look like wood or certain types of vinyl. The front yard toward the public road shall not be fenced. No chain link or wire fences shall be allowed. Fences shall be maintained in good condition at all times. **All cedar fence boards without a top cap must be a minimum of 7/8 inch in thickness.** All fencing designs and layouts need to be approved by the Committee. This provision may only be modified upon an affirmative vote of all of the owners in Skyview Townhouses and the City of Belgrade, regardless of any other provision setting forth a lesser percentage for other matters. Other than the above stated patio areas allowed to be enclosed with privacy fences, all other exterior areas within the property described above shall be maintained as open areas for the benefit of all of the owners. As such, reciprocal easements amongst and between all owners are hereby established for all open areas for the benefit of all other owners and the Association, allowing for the use of all open areas for the purposes of traversing properties, maintenance, recreation, and all other uses of the property that do not constitute an abuse of the property or a nuisance to the owner of such property. In the event that any owner, or the owner's guests or invitees abuse the privilege, or conduct activities upon the property of another owner in a manner that such activities are abusive or constitute a nuisance, the aggrieved party, or the Association, may seek appropriate relief from the judicial system to prohibit the conduct of such activities, or to enjoin the offending party from utilizing the property of that owner.

13. Exterior storage of personal property shall be prohibited, except that owners may store barbeque grills, picnic tables and lawn chairs upon their patios and behind the privacy fence. No other goods may be stored outside, regardless of whether the same is stored upon a patio.

14. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use. Such restoration shall be without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

16. Each townhome has two parking spaces (one in the garage and one in the driveway). There is also visitor parking available within the townhome complex and on Idaho Street. Residents are strictly prohibited from parking in visitor parking spaces. The Association, within its sole and reasonable discretion,

shall have the right to issue warnings, levy fines, and, if necessary, arrange for residents' vehicles to be towed if a resident continually abuses this covenant. In addition, and in accordance with the Las Campanas Homeowners Association, no storage or long term parking of boats, campers, trailers, recreational or commercial vehicles (other than pickup trucks) or inoperable vehicles is permitted in Skyview Townhomes, unless said vehicle is stored in the residents' closed garage.

17. Notwithstanding any other provisions of this Agreement, an owner who, by his or her negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

18. The rights of an owner to be established under this Agreement shall be appurtenant to the land and shall pass to such owner's successors in title.

18. Modification of this Declaration shall be in the same manner as modification of the Las Campanas Declaration and shall be subject to the same limitation that no modification of a condition of subdivision approval may take place without the approval of the Belgrade City Council.

20. In the event of any dispute concerning a party wall, or any other provisions of this Agreement, the Board of Directors of the Association shall conduct a hearing and render a decision, which shall be binding upon the parties except upon a clear and convincing showing of error. In conducting the hearing, the Board may retain the services of an attorney to preside at such hearing and to advise the Board as to issues of law. In such case, the parties to the dispute shall be assessed the fees for such attorney, as the Board deems appropriate. In determining whether to assess fees, the Board shall apply the same standards as those employed by the court system in awarding fees to a successful litigant.

21. The following City of Belgrade covenants also apply:

- a. The Association is required to control county declared noxious weeds.
- b. Lot owners and tenants of the subdivision are informed that adjacent uses may be agricultural. Lot owners accept and are aware that standard agricultural and farming practices can result in dust, animal odors, flies, smoke and machinery noise. Standard agricultural practices feature the use of heavy equipment, chemical sprays and the use of machinery early in the morning and sometimes late into the evening.

2282184

Page: 6 of 8
10/22/2007 11:02A



76.00

Char-Lotte Mills-Gallatin Co MTMISC

2282184

Page: 7 of 8

10/22/2007 11:02A




Charlotte Mills-Gallatin Co MTMISC 76.00

- c. The Association shall be responsible for maintenance, pavement upkeep and replacement, street sweeping, and snow removal of the access drive, curbs, sidewalks, parking areas, and maintenance of the storm drainage infrastructure within the project site.
- d. The Association shall be responsible for enforcing the parking restrictions along the interior access roads and maintaining the no-parking signs and STOP signs and any other road signage within the project in accordance with accepted enforceable signage standards.
- e. The Association is responsible for maintaining landscaping with the subdivision and along boulevard on Idaho Street adjacent to the subdivision.
- f. All homes shall have NFPA compliant fire sprinkler systems. Engineered sprinkler system plans shall be submitted to the City Fire Inspector for review and approval prior to installation, and the sprinkler system installation shall be tested and approved by the City of Belgrade prior to occupancy.
- g. Lot owners and tenants of the subdivision are informed of the proximity of Skyview Townhomes to the gravel pit operation to the east, and that there is the possibility of dust, odors, noise, etc., from the operation. The Association hereby affirms the gravel pit the right to operate and expand the gravel pit operation as necessary.
- h. Lot owners and tenants of the subdivision are informed that Skyview Townhomes are located in proximity to the proposed East Belgrade I-90 Interchange.
- i. Any covenant which is included herein as a condition of preliminary plat approval and required by the City Council 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 the City of Belgrade.

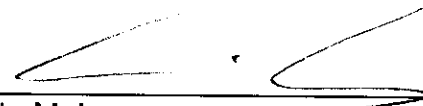
In the event that the Board declines to become involved in any controversy arising under this Declaration, a party may seek the appropriate relief in the courts of Gallatin County, Montana and the successful litigant shall

be entitled to recover his or her reasonable court costs and attorney fees.

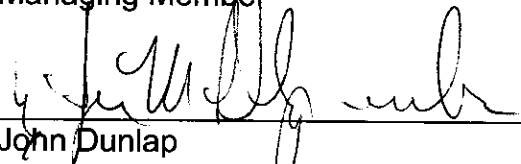
IN WITNESS WHEREOF, the Declarant has executed this instrument the day and year first above written.



John Mahoney
Trimark Development, LLC
Managing Member



Erin Mahoney
Trimark Development, LLC
Managing Member

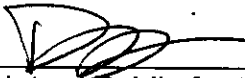


John Dunlap
Trimark Development, LLC
Managing Member

STATE OF MONTANA)
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County of Gallatin)

This instrument was acknowledged before me on this 17th day of October, 2007. By John Mahoney, Erin Mahoney and John Dunlap, as Managing Members Of Trimark Development, LLC





Notary Public for the State of Montana
Printed Name Dawn Lindbom
Residing at Bozeman,
Montana
My Commission expires
January 8, 2011

2282184
Page: 8 of 8
10/22/2007 11:02A
Charlotte Mills-Gallatin Co MTMISC 76.00