

1 After Recording Return to:
2 Lazy TH Estates Homeowners' Assoc.
3 C/o Luna Properties
4 40 E. Main, Ste. 210
5 Bozeman, Montana 59715
6

7 **AMENDED AND RESTATED PROTECTIVE COVENANTS**
8 **AND RESTRICTIONS LAZY TH ESTATES SUBDIVISION**
9

10 WHEREAS, the Declaration of Protective Covenants and
11 Restrictions filed with the Clerk and Recorder of Gallatin
12 County on October 13, 1994 at Book 148 of Miscellaneous, Page
13 1837; the Amendment to Declaration of Protective Covenants and
14 Restrictions filed with the Clerk and Recorder of Gallatin
15 County on February 14, 1995 at Book 151 of Miscellaneous, Page
16 1872; the Amendment to Declaration of Protective Covenants and
17 Restrictions filed with the Clerk and Recorder of Gallatin
18 County on March 21, 1996 at Book 161 of Miscellaneous, Page
19 1825; the Amendment to Declaration of Protective Covenants and
20 Restrictions filed with the Clerk and Recorder of Gallatin
21 County on January 3, 1997 at Book 169 of Miscellaneous, Page
22 3709; and the First Supplemental Declaration of Protective
23 Covenants and Restrictions was filed on September 9, 2013 as
24 Document No. 2461528; and
25

26 WHEREAS, the Declaration of Protective Covenants and
27 Restrictions, as amended, encumbers the following real property:
28

29 All Lots, including Park and fill site within
30 Lazy TH Estates Subdivision, located in Tracts
31 B and E of COS 1137A and a portion of the abandoned
32 Chicago, Milwaukee, St. Paul and Pacific Railroad
33 Company right of way located in the NW1/4 and the
34 NE1/4 of Section 35, T2S, R5E P.M.M., Gallatin
35 County Montana [plat reference: J-195]

36 and

37 WHEREAS, the Lazy TH Estates Subdivision, hereinafter
38 referred to as "Lazy TH", is a residential subdivision with over
39 95% of the Lots developed; and
40

41 WHEREAS, the Association of the property owners of Lazy TH
42 is incorporated as a Montana non-profit corporation under the
43 laws of the State of Montana with self-governing authority to
44 organize, maintain, manage and enforce the affairs of Lazy TH
45 and the Association; and

1 WHEREAS, the subdivider/developer of Lazy TH owns no Lots
2 in Lazy TH nor has any connection or affiliation with Lazy TH;
3 and
4

5 WHEREAS, the 1994 covenants including subsequent amendments
6 were established by the subdivider/developer and contain
7 provisions protecting the interests of the subdivider/developer
8 that are now unneeded or irrelevant; and
9

10 WHEREAS, the 1994 covenants contain several provisions that
11 are outdated, outmoded, difficult to interpret and enforce and
12 contain provisions not in compliance with Gallatin County
13 Bozeman Area Zoning Regulations; and
14

15 WHEREAS, Lazy TH Estates Owners Association declares the
16 hereby Amended and Restated Protective Covenants and
17 Restrictions for Lazy TH to establish, dedicate, declare,
18 publish and restate, amend and impose upon the premises the
19 following Protective Covenants which shall run with the land and
20 shall be binding upon and be for the benefit and value of the
21 real property and owners thereof in Lazy TH, together with
22 persons claiming under them, their grantees, successors and
23 assigns, and shall be for the purpose of maintaining a uniform
24 and stable value, character, architectural design, use and
25 development of the premises. These Amended and Restated
26 Protective Covenants and Restrictions shall apply to the entire
27 premises and to all improvements placed or erected thereon
28 unless otherwise specifically excepted and shall have perpetual
29 existence, unless terminated by law or amended as herein
30 provided.

31 NOW THEREFORE this Amended and Restated Declaration
32 of Protective Covenants and Restrictions for the Lazy TH
33 Estates Subdivision (Lazy TH) and the Lazy TH Estates Owners'
34 Association is made this ____ day of _____, 2015, by the Lazy
35 TH Estates Owners Association, hereinafter referred to as
36 "Association".
37

38 **ARTICLE I**
39 **DEFINITIONS**
40

41 1.1: "Association" means Lazy TH Estates Owners' Association,
42 its successors and assigns. The Association is incorporated
43 as a Montana nonprofit corporation with its members as the
44 Lot owners.
45

46 1.2: "DRC" means Design Review Committee for Lazy TH.
47

1 1.3: "Member" means any person or entity owning a Lot in Lazy
2 TH. Each Lot owner is a member of the Association and agrees to
3 abide by and be bound by these covenants, and the Articles of
4 Incorporation, By-Laws, and Resolutions of the Association, if
5 any.

6
7 1.4: "Owner" means the legal title holders, or contract
8 purchasers, whether one or more persons or entities, owning
9 a fee simple title to any Lot, but excluding those having an
10 interest merely as security for the performance of an
11 obligation.

12
13 1.5: "Property" and "Lot" means all of the real property
14 described and platted as Lazy TH, according to the
15 official plat thereof on file and of record in the office
16 of the Clerk and Recorder of Gallatin County, Montana.

17
18 1.6: "Board of Directors of the Lazy TH Owners' Association."
19 The Board of Directors of the Lazy TH Estates Owners'
20 Association, Directors or Board hereinafter, will be
21 composed of Lot owners, elected at an annual meeting by the
22 Members. The Board has the authority and responsibility to
23 act on all matters and has such powers as are reasonably
24 necessary to carry out the purpose of the Association; to
25 enforce these covenants; and the authority given in Article II
26 below or in the By-Laws. The Board of the Lazy TH Estates
27 Owners Association is the Board of Directors of the corporation
28 and the Board for all functions under these covenants and By-
29 Laws.

30
31 1.7: "Annual Assessments". Annual Assessments are levies the
32 Association makes on all properties to pay for routine annual
33 expenses and to provide savings, designated as capital reserve
34 or reserve hereafter, for projected capital improvements the
35 subdivision may need in the future. The Annual Assessment will
36 include line items for the annual operating budget as well as a
37 line item for savings.

38
39 1.8: "Capital Reserve" or "Reserve". Capital Reserve or Reserve
40 are synonymous terms describing savings the Association may
41 accumulate over a period of years to pay for capital
42 improvements. A portion of each year's Annual Assessment may be
43 designated for Capital Reserve savings.

44
45 1.9: "Special Assessments". Special Assessments are levies the
46 Association may make on all properties if the funds in capital

1 reserves are not sufficient to pay for the estimated cost of a
2 capital improvement.

3
4 2.0: "Principal Dwelling". The principal dwelling on each Lot
5 is the largest, measured in square feet of living area, dwelling
6 on the Lot and has all the necessary living areas, rooms,
7 appliances, fixtures, and the like needed for a single
8 household. It is typically the first residential dwelling built
9 on each Lot to house the owner's household.

10
11 2.1:"Accessory Building". An accessory building is any building
12 on a Lot, separate from the principal dwelling, between two
13 hundred (200) and two thousand (2,000) square feet. An
14 accessory building may in part or in whole contain an accessory
15 dwelling

16
17 2.2: "Accessory Dwelling". An accessory dwelling on any Lot is
18 the smaller dwelling, measured in square feet of living area,
19 that has all necessary living areas, rooms, appliances,
20 fixtures, and the like sufficient for a household separate from
21 that of the principal dwelling. An accessory dwelling may exist
22 as part of the same structure as the principal dwelling, but
23 will still be considered as an accessory building.

24
25 2.3: "Outbuilding". An outbuilding is defined as to be less than
26 two hundred (200) square feet and may occur in two (2) forms
27 which are either a greenhouse or a garden shed as described in
28 Article V.

29
30 **ARTICLE II**
31 **ASSOCIATION ORGANIZATION AND MANAGEMENT**

32
33 2.1: Membership and Voting Rights: Each Lot owner, including a
34 contract purchaser, is automatically a member of the
35 Association, and the membership in the Association is
36 appurtenant to each Lot. Each Lot has one vote on any matter
37 coming before the Association that requires a vote to do the
38 Association's business. In the event a Lot is owned by more
39 than one person or entity, the owners must designate one person
40 to be the agent for receiving notices hereunder, and for the
41 purpose of voting. Lot owners who are not current in paying the
42 annual assessments, special assessments or any outstanding fines
43 at the time of an Association meeting may not vote. In any and
44 all meetings the Association will act by majority vote of those
45 members attending either in person or by proxy provided the
46 quorum requirements for such meetings have been met. If meeting
47 attendance falls below a quorum threshold during the meeting,

1 then the meeting must be adjourned and a new meeting called at a
2 later date. The mechanisms for proxy voting and proxy forms are
3 specified in the By-Laws. Exceptions to the majority vote
4 requirements and proxy voting are specified in Article VIII
5 which deals with amending these covenants and Article II which
6 addresses the Board and DRC meetings.
7

8 2.2 Communication: Each Lot owner is responsible for advising
9 the Association of the Lot owner's current mailing address,
10 telephone number, and e-mail address. The Association will be
11 deemed to have complied with notice requirements and these
12 covenants by electronically transmitting (e-mailing) or mailing
13 by US Postal Service notice to the address of the designated Lot
14 owner on file with the Association. Electronic communications,
15 including both e-mail and website mechanisms, will be the
16 primary method of communication by the Association. The
17 Association will maintain a web site for communication purposes
18 and access to relevant documents and other information posted on
19 the web site as specified in the By-Laws. Postal mailing will
20 only be done for those Lot owners who specifically request
21 communication by mail or unless mailing is specified in these
22 covenants or in the By-Laws.
23

24 2.3 Association Annual Meeting and Notice: The Association will
25 hold one annual meeting each year the timing of which and the
26 meeting agenda items are specified in the By-Laws. Any Member
27 may propose an agenda item for the annual meeting agenda
28 providing the item is given to the Board at least 30 days prior
29 to the meeting. The purpose of the annual meeting is to elect a
30 Board of Directors; approve budgets, assessments and any levies
31 necessary to conduct the Association's business; carry out any
32 other business authorized by these covenants or the By-Laws;
33 approve any improvements or changes to the Parks or other assets
34 of the Association and provide to the Board guidance or advice
35 on any matters the Association deems important.

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

42 The presence of 51% of Members, eligible to vote, attending
43 either in person or by proxy, is a quorum necessary to conduct
44 any business or take any actions authorized by these covenants.
45 If the required quorum is not present, then a second meeting may
46 be called no more than sixty (60) days following the meeting
47 lacking quorum. The second meeting will require 51% of Members,

1 eligible to vote, attending either in person or by proxy for a
2 quorum to conduct business. Notice for the second meeting will
3 be transmitted 21 days prior to the meeting with additional e-
4 mail and web site notices posted 15 days prior to the meeting.
5 If the second meeting does not have the required quorum, then a
6 third meeting may be called no more than sixty (60) days after
7 the second meeting lacking quorum. Notice for the third meeting
8 will be transmitted 21 days prior to the meeting date with e-
9 mail and web site notices done at 15 days prior to the meeting.
10 The third meeting quorum requirement is modified to require 25%
11 of Members, eligible to vote, attending either in person or by
12 proxy for a quorum to conduct business.

13
14 2.4 Other Association Meetings: The Board may call additional
15 Association meetings if the Board deems it necessary.
16 Association Members may call additional Association meetings
17 provided 25% of the Members, eligible to vote, petition the
18 Board in writing for such a meeting. Sixty (60) days written
19 notice are required to be transmitted for any called additional
20 meeting. The purpose, agenda and copies of meeting petition for
21 all such additional meetings must be transmitted to all Members
22 and posted on the web site thirty (30) days prior to the
23 meeting.

24
25 2.5 Board of Directors: The Board will be composed of not fewer
26 than five or more than seven Members elected annually by the
27 Association. All meetings of the Board require a majority of
28 Board Members attending for a quorum to conduct business. The
29 Board will act by majority vote of those Board members
30 attending. Proxy voting is not allowed in Board voting.
31 Procedures for notification of the Board meeting schedules,
32 locations, and agendas are specified in the By-Laws. All Board
33 meetings are open to all Association members at all times.
34 The Board shall have the authority and responsibility to act
35 on all matters as shall be reasonably necessary to carry out
36 the purpose of the Association and to enforce these covenants as
37 further described but not limited to the points given below and
38 in the By-Laws. The Board shall have the authority to set a
39 schedule of appropriate fines and disciplinary actions for
40 violations of the provisions of these covenants. Penalties may
41 include but are not limited to fines, temporary suspension of
42 voting rights, or other appropriate discipline, provided that
43 the member is given notice as described in the By-Laws before
44 the imposition of any disciplinary action. The procedures for
45 such enforcement actions are described in the By-Laws. The
46 Board is responsible for calling and noticing the annual
47 meetings. The Board is responsible to create, update and abide

1 by the By-Laws, which must include an amendment procedure that
2 may be initiated by the Board or by Association members, and
3 which must be in accordance with the Articles of Incorporation.
4 The Board is authorized to create and adopt fines and penalties
5 for covenant enforcement, the procedures for which must be
6 written, uniform and publically available to all members. The
7 Board authority and responsibilities include, but are not
8 limited, to conduct elections for the Board of Directors; to
9 promulgate and adopt rules and regulations for the use of the
10 subdivision in order to protect lot owners and their goods; to
11 hire or contract suitable and capable personnel for management,
12 operation, maintenance, upkeep and repair of the subdivision
13 assets; to pay all expenses incurred by the Association; to
14 delegate authority to a manager for the routine management of
15 the Association's affairs with such authority to be specified in
16 the By-Laws; to provide a means of hearing and mediating
17 grievances with such means described in the By-Laws; to take
18 appropriate legal action on behalf of the Association in the
19 interests of the Association's affairs; to prosecute and defend,
20 in the name of the Association, any and all lawsuits wherein the
21 Association is a party; to enter into contracts with third
22 parties to carry out affairs of the Association or the Board; to
23 establish bank accounts; to authorize and specify who may sign
24 checks for the Association; to arrange, keep, and renew
25 insurance for the Association; and any other like functions
26 needed to conduct the business and affairs of the Association.

27
28 2.6 Design Review Committee: The DRC will be composed of three
29 Members appointed by the Board. If a sufficient number of
30 Association Members cannot be found to form a DRC separate from
31 the Board, then up to three Board members may be appointed to
32 the DRC to ensure the DRC has the number of Members necessary to
33 do business. The DRC responsibilities and authority are
34 described in Article IV. The DRC may seek authorization from
35 the Board to hire outside expertise if it encounters situations
36 in which it needs technical advice to meet its responsibilities.
37 The DRC may delay, after notice to the applicant, the start of
38 projects if it needs to seek outside technical advice to
39 evaluate Member construction projects against covenant
40 requirements. The procedures for DRC function, including
41 project description forms, procedures for Association Members to
42 engage DRC review, time lines for all matters related to DRC
43 function are specified in the By-Laws.

44 DRC shall act by a majority vote of its members and any
45 authorization or approval made by the DRC must be signed by a
46 majority of the members thereof. Proxy voting by the DRC to
47 conduct business is not allowed.

**ARTICLE III
ASSESSMENTS**

1
2
3
4 3.1 Creation of the Lien and Personal Obligation of
5 Assessments: Each owner of a Lot by acceptance of a deed
6 therefore, whether or not it is so expressed in such deed, is
7 deemed to covenant and agree to pay the Association all
8 annual assessments, special assessments, fines and
9 penalties, and such assessments to be established and
10 collected as hereinafter provided. The types of assessments,
11 fines and penalties together with interest, costs, and
12 reasonable attorney's fees, will be a charge on the Lot and will
13 be a continuing lien upon the Lot against the amount due. All
14 types of assessments, fines and penalties, together with
15 interest, costs, and reasonable attorney's fees, will be the
16 personal obligation of the person who was the owner of such Lot
17 at the time when the assessment was due.
18

19 3.2 Purpose of Assessments: The assessments levied by the
20 Association will be used exclusively to promote the
21 recreation, health, safety, and welfare of the residents
22 of the subdivision and for the improvement, repair, and
23 maintenance of roads, park, fill site, the drainage
24 system and perimeter fences of the subdivision, in
25 cooperation with adjoining property owners if required by
26 Montana law, and to provide for snow removal and to
27 promote the enjoyment and living of the members of the
28 Association.
29

30 3.3 Annual Assessments, and Fiscal Reporting: The Board of
31 Directors will prepare a written budget each year and
32 recommend the amount of the Annual Assessment to the
33 Association. No annual assessments may be levied until the
34 election approving the budget and assessment is passed at
35 the annual meeting by a majority vote of the Members,
36 eligible to vote, attending either in person or by proxy.
37

38 The purpose of the annual assessment is to pay for
39 routine operating expenses of the Association in each
40 fiscal year, as well as, at the discretion of the
41 Association, to set aside funds in capital reserve savings.
42 The purpose of any capital reserve savings must be
43 specified and may only be changed at an annual meeting of
44 the Association or at a special meeting called for this
45 purpose by a majority vote of property owners who are
46 eligible to vote and are present either in person or by
proxy.

1 The Board has the authority to use the portion of
2 annual assessment funds designated to pay for routine
3 operating expenses as it deems necessary to meet the day to
4 day functions of the Association.

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

10 Withdrawal of any money from any Association account
11 may only be done by check and according to procedures
12 specified in the By-Laws.

13 Further details about procedures for assessments,
14 disbursement of funds and fiscal reporting are in the By-
15 Laws.

16
17 3.4 Special Assessments for Capital Improvements: In
18 addition to the annual assessments authorized above, the
19 Association may levy special assessments for the purpose of
20 defraying, in whole or in part, the cost of any
21 construction, reconstruction, major repair or replacement
22 of roads, and other capital improvements if capital reserve
23 savings are not sufficient to meet the estimated costs. A
24 Special Assessment must be approved at an annual meeting by
25 a majority of Members, who are eligible to vote, attending
26 either in person or by proxy. Alternatively, a separate
27 meeting may be called for purposes of approving a special
28 assessment in which case such a meeting will have the same
29 notification, quorum and voting requirements as an annual
30 meeting.

31 Special assessment funds and capital reserve savings
32 may be spent after the Association authorizes such
33 expenditure by a majority vote, at an annual meeting or at
34 a separate meeting called for this purpose, of the Members
35 who are eligible to vote and are present either in person
36 or by proxy provided that any such separate meeting meets
37 the same notification, quorum, and voting requirements of
38 an annual meeting.

39
40 3.5 Uniform Rate of Assessments: The basis of all
41 assessments must be fixed by the Board of Directors on a
42 uniform basis utilizing objective criteria. All members
43 must be informed of the basis used to levy assessments.

44
45 3.6 Commencement Dates of Annual and Special Assessments:
46 The due date of Annual Assessments will be fixed and
47 specified in the By-Laws. Annual Assessments shall be

1 due no sooner than thirty (30) days after the Association
2 votes to levy the Assessment. Special Assessments shall
3 be due no sooner than ninety (90) days after the
4 Association votes to levy the Special Assessment.

5
6 3.7 Effect of Nonpayment of Assessments, Fines or
7 Penalties; Remedies of the Association: All Assessments,
8 fines or penalties, or any other fees levied by the Association
9 not paid within thirty (30) days after the due date will bear
10 interest from the past due date at the rate of ten percent (10%)
11 per annum. Any past due assessments, fines, penalties or other
12 fees on any Lot may be recorded at the office of the Clerk and
13 Recorder of Gallatin County, Montana, as a lien and, from the
14 date of recording, shall be notice of the lien to all third
15 parties. The Association may bring an action at law against the
16 owner personally obligated to pay the same or foreclose the lien
17 against the Lot. No owner may waive or otherwise avoid
18 liability for the assessments, fines or penalties by nonuse,
19 transfer or abandonment of the Lot. The procedure for
20 notification of such past due assessments and fines is set forth
21 in the By-Laws.

22
23 3.8 Sale or Transfer of a Lot: Sale or transfer or encumbrance
24 of any Lot will not affect the assessment lien if recorded
25 in the records of Gallatin County, or the personal
26 liability of the owner, except to the extent extinguished
27 by Montana law pertaining to liens, mortgages and trust
28 indentures. No sale or transfer to a third party with
29 actual or constructive knowledge of an assessment will
30 relieve such Lot from the liability for any outstanding
31 assessments or from any assessments thereafter becoming due
32 or from the recorded lien thereof.

33
34 3.9 Lots Subject to Assessments: All Assessments shall
35 be levied without exception against all Lots in Lazy TH.

36
37 **ARTICLE IV**
38 **ARCHITECTURAL CONTROL**
39

40 4.1 Purpose: To insure that the placement and appearance of new
41 and existing structures are in harmony with the original
42 character and aesthetic qualities of the subdivision. These
43 guidelines will allow as much flexibility as possible while
44 defining the minimum level of quality of building design which
45 will be consistent with and maximize the quality of the overall
46 project.

1 4.2 Jurisdiction: These standards apply to all Lots in the
2 subdivision, including those with existing structures. This
3 includes all new construction and any remodeling or upgrading
4 work that changes any aspect of the exterior appearance,
5 including the color, of any building or structure on the
6 property.
7

8 4.3 Design Review Committee Role: The DRC will consist of three
9 (3) Members appointed by the Board of Directors of the
10 Homeowners' Association. DRC has the authority to review
11 and approve drawings, materials and specifications of any
12 new construction or remodels, upgrades or alterations to
13 existing structures; to make site visits as necessary to
14 determine compliance; and to report noncompliance to the
15 Board.
16

17 4.4 Standards for Review: The owner is responsible to ensure
18 that all proposed construction complies with all applicable
19 state and local government requirements or building codes.
20 Plans, materials, and specifications must be suitable to the
21 site, adjacent properties, and the neighborhood. All
22 improvements must be compatible with the surrounding properties
23 so as to not impair or degrade property or aesthetic values.
24 Such evaluations are under the authority and at the discretion
25 of the DRC.
26

27 4.5 Review and Approval Procedure: To initiate the
28 process, a Review Request form must be submitted to the
29 DRC prior to the start of construction. The DRC has
30 fifteen (15) days from the receipt of a request, to
31 provide written notification of approval or disapproval to
32 the applicant. If the DRC decides it needs outside
33 technical advice before it makes a judgment about any
34 proposed project, as authorized in Section 2.6 above, then
35 the review process stops at that time, the proposed
36 project is suspended and it may not proceed until the DRC
37 can make a decision to approve or disapprove the project
38 based on the guidance of the outside technical advice.
39 The DRC must inform, in writing, the owner proposing the
40 project of the suspension pending outside technical
41 advice. If the project is disapproved, the applicant may
42 resubmit the application with any changes deemed necessary
43 by the DRC for approval. The DRC has fifteen (15) days to
44 respond to such a resubmitted Review Request. The
45 applicant may appeal DRC decisions to the Board of
46 Directors, which has final approval authority. If the DRC
47 fails to approve or disapprove a project by the fifteen

1 (15) day deadline, then the applicant may proceed with the
2 project provided that the owner complies with the other
3 requirements set forth in these covenants. The review and
4 approval procedure is described in the By-Laws.

5
6 4.6 Approval of Plans Before Construction: No dwelling,
7 fence, wall, garage, outbuilding, or other structure will
8 be, erected, altered, placed, or permitted to remain upon
9 the properties until the plans and specifications of the
10 structure showing the design, nature, kind, size, shape,
11 height, material, use, and location of the same have been
12 submitted to DRC and approved in writing by the DRC as to
13 compliance with the covenants. The plans submitted will
14 include such detail and information as the DRC shall
15 reasonably deem necessary to enable the DRC to determine
16 whether the plans comply, with the criteria set forth herein.

17
18 4.7 Submittal Requirements: The following must be submitted
19 before the fifteen (15) day approval period begins to run:

- 20 1. A Review Request form providing specifications for
21 exterior siding, trim, and roof. Specifications should
22 include type, color, and finish of materials.
- 23 2. Standard architectural drawings including a site plan,
24 floor plan, roof plan, and elevation drawings. The site
25 plan must contain proposed landscaping, well, and septic
26 locations.
- 27 3. Samples of siding, trim, and roofing materials with colors to
28 be used.

29
30 4.8 Inspections: The DRC may inspect all work in progress and
31 give notice of noncompliance. Changes or modifications to
32 approved plans must be resubmitted for review and approval.
33 Any deviation from the plans which, in the judgment of the
34 DRC, is a substantial deviation from the plans shall be
35 corrected to conform to the plans, as submitted.

36
37 4.9 Completion: Any structure to be erected in accordance with
38 the approval so given must be erected and completed within
39 twelve months of approval, or new approval must be obtained.
40 If any structure is begun and is not completed in accordance
41 with the plans within twelve months of the commencement of
42 construction, the Board of Directors, after contact and
43 discussion with the owner to resolve any deficiencies, may take
44 such action it deems necessary, after consultation with and with
45 the advice of the DRC, to improve the appearance so as to make
46 the property harmonious with other properties, including
47 completion of the exterior of the structure, screening or

1 covering of the structure, or any combination thereof. The
2 amount of any expenditures made in doing so will be an
3 obligation of the owner and a lien on the property, which may be
4 recorded and shall be enforceable by an action at law.

5
6 4.10 Release from Liability: Neither the Association, the DRC,
7 the Board of Directors, nor the individual members thereof,
8 may be held liable to any person for any damages for any DRC
9 action taken in good faith pursuant to these covenants,
10 including, but not by way of limitation, damages which may
11 result from correction, amendment, changes or rejection of
12 plans, the issuance of building approval, or any delays
13 associated with such action on the part of the DRC.

14
15 **ARTICLE V**
16 **SITE DEVELOPMENT AND ARCHITECTURE**
17

18 5.1 General Site Requirements: Seventy-five percent (75%)
19 of each Lot shall be permeable surface without structures
20 of any kind. No building can be used as a dwelling until
21 completely enclosed; the roof is completed; and the building has
22 met water and sanitation requirements. No Lot or Lots may be
23 divided. Lot lines may be realigned or relocated, however,
24 as permitted by the Gallatin County Subdivision
25 Regulations only upon the approval of a majority vote of
26 the Directors, and the governing body of Gallatin County
27 and MDHES. Such realignment must be considered in the best
28 interests of the Association. Under no circumstances should Lot
29 realignment or Lot line relocation result in any lot being less
30 than one (1) acre.

31
32 5.2 Building Orientation: Placement should take into
33 consideration the location of roads and neighboring dwellings,
34 with allowance for views and solar gains as approved by the DRC.

35
36 5.3 Setback Requirements:

37 Front: The front of a Lot is the boundary of the lot adjacent to
38 the road. A minimum setback for all structures is fifty (50)
39 feet from the front Lot line/road easement line as noted on the
40 plat. This structural setback shall include but not be limited
41 to eaves, and overhangs. Additional setbacks may be as
42 designated on the subdivision plat.

43 Side Set Back: The side of a Lot is the boundary adjacent
44 to the front of the lot and the rear of the Lots. There
45 are Lots within Lazy TH which have more than two (2) side
46 boundaries. The side setback for all structures shall be
47 at least thirty (30) feet from the side Lot boundary lines

1 to the nearest structure, except where the side boundary
2 does not exceed one hundred fifty (150) feet in length. For
3 Lots with side boundaries of less than one hundred fifty (150)
4 feet in length, the side setback for all structures shall be
5 twenty-five (25) feet from the side boundary line to the
6 structure. Such setbacks must be approved by the DRC and the
7 neighboring property owner. This structural setback shall
8 include but not be limited to eaves, and overhangs.

9 Rear Set Back: The rear of a Lot shall be the boundary line
10 adjacent to the side boundaries and opposite of the front
11 boundary. The rear setback for all structures shall be at least
12 fifty (50) feet from the rear boundary line to the structure
13 line. The only exception to the rear set back is the
14 placement of garden shed or greenhouse outbuildings which
15 are noted below. This structural setback shall include but
16 not be limited to eaves, and overhangs.

17
18 5.4 Temporary Structures, Dumpsters and Construction

19 Materials: One (1) temporary building, such as a shed or
20 shop, may be used on any Lot during the time of continuous
21 construction to temporarily house construction equipment or
22 materials. Such temporary structures remain in place for no
23 more than eleven (11) months. No construction materials or
24 dumpsters may be placed in the road. All dumpsters and
25 temporary structures must be removed by the time the
26 principal dwelling is occupied.

27
28 5.5 Grading: No fill, dirt, mulch, or rock shall be
29 removed from the premises, nor shall the elevation
30 thereof be changed in any manner, if by so doing it
31 shall result in a detriment to adjacent parcels.

32
33 5.6 Drainage and Culverts: The site plan must show a
34 culvert of adequate size to carry storm water flow to be
35 placed in the drainage swale(s) at the point any driveway
36 crosses the swale from the road into the Lot. No Lot owner
37 may, without approval of the DRC, obstruct, divert, or alter by
38 unnatural means, the flow of water or any water course existing
39 with Lazy TH. No lake or pond may be constructed, filled, or
40 altered without prior written consent of the DRC.

41
42 5.7 Water and Sewage Systems: Each owner is responsible for
43 obtaining permits, approvals and installation of water and
44 sewer systems for the Lot's domestic use. Wells and water
45 systems will be drilled, installed and maintained at all times
46 in accordance with all applicable rules and regulations of the

1 public agency with jurisdiction, as set forth above, or with
2 provisions of this Declaration of Covenants.

3
4 5.8 Water and Sanitary Restrictions: No structure, the use of
5 which necessitates supplying water, sewage, or waste
6 disposal, may be constructed or used without approved
7 potable water supply and sanitation approval from Gallatin
8 County or the State Dept. of Environmental Quality. The
9 Dept. of Environmental Health Certificate of Subdivision Plat
10 Approval locations for the water supply and sewage
11 treatment systems have been approved by MDHES and all such
12 facilities shall be located as shown on the copy of the
13 plat.

14
15 5.9: Utilities: Each Lot owner is responsible for the
16 cost of supplying electricity, natural gas, and telephone
17 and internet services to the Lot from the primary line(s)
18 located in the utility easement(s), subdivision road or
19 county road. All utilities must be underground.

20
21 5.10 Roads, Access Roads: Each Lot owner is responsible for
22 construction of a drive access (also referred to as
23 driveway) for the owner's Lot from the subdivision roads. All
24 driveways must be paved within 12 months of completion of the
25 dwelling on the Lot.

26
27 5.11 Notice of Utility Easements: A ten (10) foot utility
28 easement is reserved along either side of the interior Lot
29 lines and a fifteen (15) foot utility easement is reserved
30 along the exterior Lot lines.

31
32 5.12 General Architectural Requirements: Properties may be improved
33 only by the erection of one(1)principle residential dwelling
34 for the occupancy of one household together with a minimum
35 of a two-car garage which must be attached to the
36 dwelling. Further improvements may include the erection
37 of an accessory building and outbuildings. No old
38 buildings, metal buildings, pole barns, concrete
39 buildings, or rough buildings, whether intended for use in
40 whole or in part as the principle residential dwelling, or
41 for use as an accessory building or outbuilding, shall be
42 moved or constructed upon the premises.

43
44 5.13 Building Size and Height: No dwelling shall have less
45 than one thousand five hundred (1500) square feet of
46 floor area on the main level. This is exclusive of garages,
47 carports, porches, or any other addition thereto. In addition,

1 no structure more than two (2) stories shall be
2 constructed. Approval of size and height shall take into
3 consideration unusual designs, views, and solar effects of
4 existing dwellings, but no building for residential use
5 shall exceed thirty-five (35) feet to the top line of the
6 roof joint from an average grade at side elevation. No
7 other structures on the Lot may exceed a height of twenty-
8 four (24) feet to the top line of the roof joint from the
9 average grade to the side elevation.

10
11 5.14 Siding and Trim of All Dwellings and Accessory Buildings:
12 Any and all building colors, including those of remodels,
13 upgrades, or siding and trim replacement on all existing
14 buildings and those of accessory buildings and
15 outbuildings, must be approved by the DRC. Muted and
16 subdued earth tone colors should dominate the main body of
17 the building. The trim should accent or contrast the main
18 body, adding visual interest to the predominant neutral
19 tones.

20
21 5.15 Roofs: Roof design should be consistent with building size,
22 shape, and form. Solar collectors and skylights should appear
23 to be part of the overall roof design and must be
24 integrated into the design of the roof. Roof slopes must
25 be at least one (1) foot of rise for each four (4) feet
26 of run. Flat and domed roofs are prohibited. Asphalt
27 roofing materials are preferred and must meet twenty-
28 five (25) year life architectural design
29 requirements. Metal roofing materials that have the
30 same appearance as asphalt shingles are allowed. Muted
31 and subdued colors should be chosen to harmonize with the
32 surrounding color schemes. All roofing materials including
33 those of accessory buildings and replacement roofs must be
34 approved by the DRC.

35
36 5.16 Fireplaces, Chimneys, and Flues: They are to be designed
37 to avoid smoke and fumes at ground levels during down-
38 slope wind. Chimneys must be clad with natural stone, stucco,
39 brick or wood enclosures. A choice of materials that match the
40 dwelling is encouraged for chimneys that extend more than three
41 (3) feet above the roof surface or line. Spark arresters must
42 be attached to all chimneys and in use at all times. Free
43 standing fire places away from the dwellings made of stone,
44 masonry or the like materials are allowed and must be approved
45 by the DRC.

46

1 5.17 Accessory Buildings and Outbuildings: All plans for
2 accessory buildings and outbuildings, including detached
3 garages that are constructed subsequent to the main
4 dwelling or at the same time as the main dwelling, are
5 subject to review and approval by the DRC and must conform
6 to these standards. One accessory building, which may
7 include an accessory dwelling, is allowed per Lot. An
8 owner may build an accessory dwelling attached to the
9 principle dwelling, but in such case may erect no other
10 accessory buildings. Any accessory dwelling must
11 demonstrate to the DRC compliance with Montana laws, or
12 any other applicable laws and regulations, pertaining to
13 sanitation and well placement. An accessory building may
14 be no larger than two thousand (2,000) square feet and
15 twenty four (24) feet tall as measured from the average
16 grade to the height of the roof ridge line.

17 In addition to an accessory building each lot may have
18 up to two (2) outbuildings as described here. Each Lot
19 may have one garden shed outbuilding no larger than one
20 hundred fifty (150) square feet and no more than ten (10)
21 feet tall at the roof ridge line. Garden sheds must be
22 painted and/or have siding and roof materials that match
23 the principle dwelling. Each Lot may have one (1) greenhouse
24 outbuilding of no more than two hundred (200) square feet and no
25 more than twelve (12) feet tall at the roof ridge line. All new
26 garden shed and greenhouse outbuildings erected after adoption
27 of these covenants must be on foundations approved by the DRC
28 and any replacement outbuildings must have foundations approved
29 by the DRC if the original outbuilding did not. Placement of an
30 accessory building or an outbuilding on a Lot should give
31 consideration to enhancing the appearance of the subdivision and
32 be approved by the DRC. All proposed outbuildings must be
33 approved by the DRC. No metal buildings, metal sided buildings,
34 pole barn buildings or the like are allowed. Horse shelter
35 structures must be approved by the DRC. No recreational
36 equipment, recreational vehicles, construction trailers, mobile
37 dwelling units of any kind or the like may be used as accessory
38 buildings or dwellings or used as temporary dwellings for
39 construction workers.

40
41 **ARTICLE VI**
42 **LAND USE AND OWNER/MEMBER OBLIGATIONS AND RESPONSIBILITES**
43
44 All Lot owners and members are obligated to comply with all
45 pertinent governmental regulations or ordinances that
46 govern community decay and/or community nuisances as well
47 as the obligations described in these covenants.

1 6.1 Failure to Comply: If any Lot owner fails to comply
2 with the Lot maintenance and use provisions of these
3 covenants, the Association may take any steps necessary,
4 including legal action, to maintain the Lot at minimum
5 covenant standards the costs of which will be at the Lot
6 owner's expense. The Association may also impose fines or
7 other penalties. The procedures for such compliance
8 actions and fines, penalties and expenses to be charged
9 against the Lot owner are described in the By-Laws.

10
11 6.2 Laws and Regulations: All zoning regulations,
12 community decay and nuisance ordinances, seasonal fire
13 burning restrictions and all other laws, rules and
14 regulations of any governmental body or agency under whose
15 jurisdiction the Lot lies are considered to be part of an
16 enforceable hereunder and all the Lot owners shall be
17 bound and abide by such laws, rules and regulations. The
18 Association will actively foster compliance with all such
19 laws, regulations and ordinances.

20
21 6.3 Grounds Maintenance: Lot Owners are responsible for
22 maintaining the entire Lot and the road easement area from the
23 Lot line to the to the pavement edge of the subdivision road
24 easement area as described in this article below.

25
26 6.4 Landscaping: The entire Lot is to be planted in grasses or
27 ground covers. Decorative rock, mulch, stone, pavers, tiles,
28 and the like may be used in select areas as accents to the
29 general landscaping. Properties will be maintained as described
30 herein. Planting of trees and shrubs is encouraged. Xeriscape
31 landscaping is encouraged. Use of artificial turf is not
32 allowed.

33
34 6.5 Lawn and Landscape Maintenance, and Grass Cutting: The owner
35 of each Lot shall be responsible for the care of their Lot.
36 Lawns and landscaping shall be maintained in a manner which
37 shall not detract from the appearance and value of the
38 surrounding Lots or diminish the aesthetics of the subdivision.
39 Landscaping, which includes lawns, trees, shrubs, planting beds
40 and the like shall be cared for and not allowed to deteriorate
41 or become unsightly. Each Lot owner shall cut and maintain the
42 grass in a manner which enhances the appearance of Lazy TH or
43 shall arrange to have others cut and maintain the grass. Grass
44 in front yards and side yards must be cut regularly. Grass in
45 rear yards within fifty (50) feet of the rear of the principal
46 residence must be cut regularly.

1 Grass in rear yards beyond fifty (50) feet from the rear of the
2 principal residence must be cut if any fire season warrants a
3 reduction of fire risk posed by large areas of uncut grass as
4 judged by local fire districts. Failure to maintain landscaping
5 or grass on Lots may incur penalties as described in Article
6 VIII Section 2 of these covenants. Grass in undeveloped Lots
7 must be cut to a height not greater than six (6) inches by
8 September 1 of each year to reduce fire risk.

9
10 6.6 Weeds and Noxious Weeds: Every Lot owner is responsible to
11 control broad leaf weeds, weeds and noxious weeds on the Lot.
12 Owners with large areas or beds of gravel, decorative, rock,
13 mulch, pavers, or tiles, and particularly those with such beds
14 or areas along road must control the weed and other plant
15 growth. Every Lot owner is responsible to control and
16 eradicate noxious plants, as defined by the Gallatin
17 County Weed Control officer, on their Lot and do so by
18 means approved by governmental regulations. Should any Lot
19 owner fail to properly control the weeds, as required by these
20 covenants and county regulations, the Association may do so on
21 behalf of the Lot owner. In such case, the Association may
22 assess the Lot owner for the costs thereof. If the owner does
23 not pay such costs then those costs plus ten (10) percent
24 interest per year and any associated filing fees or other costs
25 may be charged as a lien against the property. Lot owners or
26 those contracted to spray herbicides or any other chemical agent
27 must do so in a manner that does not cause drift of the agents
28 onto neighboring Lots.

29
30 6.7 Planting Beds: Planting beds may be located within any
31 setback. Lot Owners must be aware that plant over-hang on
32 neighboring Lots may need to be trimmed back if the neighbor
33 objects to such over-hang or if the over-hang obstructs any use
34 of the neighboring Lot. Any plantings or planting beds within a
35 setback and within an easement may be removed if easement access
36 or maintenance is necessary. Restoration of such beds and
37 planting will be at the Lot owner's expense.

38
39 6.8 Fences: One of the primary objectives of the Lazy TH
40 Corporation and Owners Association is to create and maintain an
41 atmosphere that is open and friendly. All proposed fences must
42 be approved by the DRC. All fences must be of wood post and
43 rail construction and may be no taller than six (6) feet. The
44 inside of rail fences may be lined with inconspicuous wire
45 fencing for the purpose of containing children or dogs. No
46 solid fences of any kind are allowed. No chain link fences are
47 allowed.

1 No fence may be located in front of and toward the road so
2 as to break the rear plane of the house on lots smaller than two
3 (2) acres.

4 Setbacks for fences shall be implemented differently than
5 setbacks for buildings. Perimeter or boundary fences are
6 prohibited, except on Lots large enough to allow horses.

7 Fenced areas of less than fifteen percent (15%) of the Lot
8 area may be built with a five (5) foot setback along one side
9 property line. Fences enclosing a larger area must have a
10 setback of at least twenty (20) feet along all interior sub-
11 division Lot property lines. On Lots located adjacent to the
12 exterior boundary of Lazy TH, a Lot fence may connect on one
13 side to the sub-division boundary fence, but such connections
14 may be removed for repair of boundary fences and any subsequent
15 repair or reconnection of the Lot fence will be at the Lot
16 owner's expense.

17 Fences, up to eight (8) feet tall, to keep deer out of
18 garden areas are allowed provided they enclose only the
19 immediate garden area, are unobtrusive and are approved by the
20 DRC.

21 Split rail type fence is allowed as a landscape element
22 provided the fence is not continuous and is approved by the DRC.

23 Natural wood colors and stains for the preservation of
24 fences are recommended.

25
26 6.9 Privacy Screens and Free Standing Trellises: All privacy
27 screens and free standing trellises must be approved by the DRC.
28 Privacy screens may be built along two sides of a deck or
29 outside sitting area, may be no taller than eight (8) feet, and
30 must be made of wood. Privacy screening may also be done with
31 natural hedge plantings. Free standing trellises may be no
32 longer than forty (40) feet or more than eight (8) feet tall.
33 Natural wood colors and stains for the preservation of fences
34 are recommended.

35
36 6.10 Exterior Lighting: Exterior lighting must be non-glaring
37 and unobtrusive. Energy efficient exterior lighting is
38 encouraged.

39
40 6.11 Outside Fires and Fire Works: Small fires outside for
41 social occasions or for yard maintenance as described in Section
42 6.17 below are allowed under the conditions described below.
43 Owners are responsible to know and must comply with all
44 applicable governmental laws or ordinances. Owners are expected
45 to be aware of seasonal burning restrictions imposed by local
46 fire districts. Owners may be liable for any damage to
47 neighboring property if their fires get out of control. Owners

1 may also be liable for the full cost of fighting and containing
2 out of control fires. Owners must be in attendance at the site
3 of the fire at all times the fire is burning and until the last
4 ember has been extinguished. No fire may be burned within ten
5 (10) feet of a property line. Grass must be trimmed to a height
6 of no higher than six (6) inches in a circle ten (10) feet in
7 diameter centered on the fire location. No materials other than
8 natural vegetation, wood or charcoal may be burned in outside
9 fires.

10 Fires are allowed in stone or masonry fire places built on
11 permanent foundations. Such structures must have spark
12 arresters in use at all times. Such structures must be approved
13 by the DRC.

14 Fires are allowed in commercially available, portable fire
15 appliances made of steel, cast iron or ceramic materials. Such
16 appliances must have spark arresters in use at all times.

17 Fires are allowed in fire pits. Fire pits may be no more
18 than forty eight (48) inches across at the largest dimension.
19 Fire pits must be lined with non-flammable materials. All
20 burning materials must be contained within the fire pit.

21 No burn barrels are allowed. No burning of trash, garbage,
22 construction waste, pallets, treated lumber, or any other like
23 material is allowed.

24 Fireworks may be used on the owner's Lot. Fireworks are
25 not allowed in the roads or in any park area.

26

27 6.12 Antennas/Satellite Dishes: Any antenna or satellite dish
28 should be positioned in unobtrusive locations with
29 consideration given to local aesthetics and views from
30 adjacent Lot.

31

32 6.13 Domestic Pets: Domestic pets may be kept in kennels, pet
33 runs, or yards with electronic fences during the day. All
34 domestic pets must be controlled by their owners so
35 they do not become a nuisance to other owners within
36 the subdivision or to any property owners outside the
37 subdivision. The keeping of dogs, cats or other pets
38 must be in compliance with any and all applicable rules
39 and regulations adopted by local government agencies.
40 No more than three dogs may be kept on any Lot; except
41 that more than three puppies may be kept until they are
42 weaned. All dogs must be in a kennel; on a leash at all
43 times; in a fenced yard or dog run; or under other control of
44 their owners at all times. No pet food may be left outside
45 overnight or for extended periods during the day to
46 discourage pests colonizing the subdivision. All pet food
47 must be stored in enclosed building in sealed containers to

1 discourage pests colonizing the subdivision. Pet owners must
2 pick up their pet's feces if the pet defecates outside their
3 property and take it to their homes for disposal.

4
5 6.14 Animal Kennels: Animal kennels must be placed within
6 twenty (20) feet of the principal dwelling or
7 immediately behind an accessory building and in an area
8 which is inconspicuous and removed from the direct view
9 of neighbors and the road.

10
11 6.15 Wildlife: No hunting of, shooting at by any means, or
12 harassing of birds, animals or any wildlife is permitted.
13 Non-native species may be removed. Feeding wild mammals is
14 prohibited. Bird houses and bird feeders are allowed.

15
16 6.16 Recreational Shooting and Archery: Shooting of
17 firearms (gunpowder or similarly powered center fire, rim
18 fire, muzzle loading guns or the like) in the subdivision
19 for any recreational activity is strictly prohibited.
20 Target shooting of archery, air guns, gas cylinder powered
21 guns, "BB" guns, spring actuated guns or the like is
22 allowed provided an adult is in the immediate vicinity of
23 any child under the age of fifteen (15) engaged in such
24 shooting.

25
26 6.17 Trash, Garbage, Recycling, and Yard Waste: All yard
27 waste resulting from landscape or yard maintenance such as
28 grass clippings, leaves, pruning debris or similar
29 material from yard maintenance that is generated on a
30 property can be dealt with on that property by burning as
31 described in Section 6.11 above or disposed of at a
32 location designated for such disposal outside the
33 subdivision. No dumping or waste disposal of any kind is
34 allowed in the park areas. There shall be no burning of
35 garbage, household trash, or other waste or debris of any
36 kind on any Lot. No burn barrels are allowed.

37 Owners may compost only plant waste on their property
38 provided that the compost site and bins are located near
39 the rear of the Lot and not in view from the road. All
40 trash, waste, or debris produced by construction or
41 remodeling projects must be contained in dumpsters and
42 removed outside the subdivision for disposal.

43
44 6.18 Renting and Rental Property Maintenance: No lease
45 of any dwelling on a Lot may be for a period of less
46 than thirty (30) days. No dwelling may be sold,
47 conveyed, rented or leased for interval ownership or

1 used as a time share rental or short terms rentals, as
2 defined by the Montana Administrative Rules. Dwellings
3 in Lazy TH are to be used for residential housing
4 purposes only, and may not be rented in whole or in
5 part for transient lodging purposes, boarding house,
6 bed and breakfast, or other uses for providing
7 accommodations to travelers. The owner of any Lot
8 rented, leased, or loaned, in whole or in part, must
9 provide the following information about the owner and
10 all parties occupying the dwelling to the Association
11 or the Association's designated management
12 representative; the names of all renters; their
13 telephone numbers; their e-mail addresses and their
14 mailing addresses. Any Lot rented, leased, loaned, or
15 unoccupied must be maintained in accordance with the
16 covenants and the By-Laws.

17
18 6.19 Fire Wood Storage: Fire wood must be stored behind
19 the principal dwelling or an accessory building and not
20 further forward on the lot than the rear plane of the
21 principal dwelling or closer to the side property lines
22 than the building set back limits described in section
23 5.3 above. Preferred storage for fire wood is out of
24 view from the road or inside an accessory building.

25
26 6.20 Parking and Storage of Recreational Vehicles, Boats, Lawn
27 Mowers and the Like: Recreational vehicles including self
28 contained motor homes, travel or camping trailers of any
29 kind, boats or boats on trailers, snowmobiles or
30 snowmobiles on trailers, ATVs or ATVs on trailers or the
31 like may be parked at the side or rear of the principal
32 dwelling and must not be further forward than the front
33 plane of the principle dwelling with the preferred storage
34 being behind the principal dwelling out of view from the
35 road. All such parking must be on permanent parking pads
36 as described for general vehicle parking in Section 6.21.
37 The Association strongly recommends that such vehicles be
38 screened from view with screens of natural plantings. The
39 Association strongly recommends that Lot owners who park
40 such vehicles consult immediate neighbors so that the
41 parked vehicles do not detract from the enjoyment or value
42 of the neighboring Lot owner's property. Vehicle covers
43 should be of relatively inconspicuous colors such as brown,
44 black, white or gray so as not to become an eye sore. Lawn
45 mowers and similar lawn care vehicles must be parked and
46 stored out of view from the road.

47

1 6.21 Vehicle Parking: No vehicles of any kind may be parked on
2 the roads overnight. Vehicles of guests on social occasions may
3 be parked on the road for periods of no more than twelve (12)
4 hours. Any vehicle that may interfere with snow plowing may be
5 towed by the Association at the owner's expense. The only
6 exception for overnight parking on the road is when the owner's
7 driveway is undergoing maintenance. All vehicles, including,
8 but not limited to motor vehicles, RV's, camping trailers,
9 boats, and utility trailers of any kind, not parked in a garage
10 must be parked on a permanent parking pad constructed of
11 asphalt, concrete, or gravel. Gravel pads must be level and
12 bounded with barriers to prevent grass or weed intrusion such as
13 pavers, landscape timbers, concrete curbs, landscape grass
14 barriers or the like. Weed and grass growth in gravel pads must
15 be controlled. Over winter storage of camping trailers, RV's,
16 boats or the like should be at the side or in the rear of the
17 dwelling as described in section 6.20. Construction equipment,
18 dumpsters, any and all construction material or the like,
19 associated with a construction or remodeling project must be
20 placed on the owner's Lot and may not be in the road.
21 Construction worker vehicles may be parked on the road during
22 working hours.

23
24 6.22 General: No mobile homes or trailer homes,
25 including doublewide mobile homes or modular homes, or
26 similar dwellings, shall be allowed within Lazy TH. This shall
27 not preclude the use of campers, horse trailers and like for
28 personal use and enjoyment of the occupants of the owners Lot.
29 In general, only normal and reasonable transportation vehicles
30 shall be allowed. Inoperable, noisy, smoky, unregistered,
31 unlicensed vehicles shall not be allowed, except within an
32 enclosed building.

33
34 6.23 Nuisances and Community Decay: Nuisance activities
35 are any that disturb or interfere with the peaceful
36 occupancy or enjoyment of any Lot owner in Lazy TH or
37 disturb the general quiet nature of Lazy TH. Any activity
38 that causes three (3) Lot owners to complain to the Board
39 or to the Association Manager may be regarded as a
40 nuisance activity. All Lazy TH Lots are to be used for
41 rural residential purposes, and no commercial business,
42 commercial livestock yards, or feed Lots, wrecking yards,
43 storage yards, stores, gas stations, or the like are
44 allowed to be located thereon, but the Lots may be used
45 for agricultural gardens for the use of the Lot owners. No
46 dumps, commercial dog farms, trash, junk or junked cars may be
47 maintained upon the property, nor are any noxious or offensive

1 activities permitted to be done on the property which are a
2 nuisance or might become a nuisance to the owner or owners of
3 the entirety of the subdivision. No off road motor vehicle
4 tracks, raceways or the like are allowed. No Lot shall be used
5 in any manner or for any purpose which might endanger the health
6 and safety of the residents of any Lots within Lazy TH. No
7 junk, garbage, trash, slash, debris, or other waste shall be
8 allowed to permanently accumulate on any Lot.

9
10 6.24 Horses, Livestock and Exotic Pets: Horses may be
11 kept on properties two (2) acres or larger as allowed
12 and permitted by applicable Gallatin County zoning
13 regulations. No commercial equestrian operations are
14 allowed on any property in Lazy TH. Owners who keep
15 horses must provide winter shelter and shade in the
16 summer for the horses. No Lot owner shall allow his or
17 her Lot to become overgrazed as a result. Owners who keep
18 horses must have manure management and pest control practices in
19 place such that neighboring property owners immediately adjacent
20 do not experience any nuisances. Horse feed and fodder must be
21 stored inside an enclosed building. Owners who keep horses must
22 abide by all applicable governmental regulations and ordinances.
23 No other livestock may be kept, including any other
24 animals defined as livestock under Montana law as well
25 as alpacas, llamas, miniature pigs and the like or any
26 birds such as chickens, ducks, geese, pheasants,
27 peacocks, pigeons, or any other fowl. Bees may not be
28 kept in the subdivision. Exotic animals of any kind
29 may not be kept.

30
31 6.25 Home Occupations: Approval of use of the Lot for home
32 occupations may be permitted by the DRC, provided that the
33 use therefore shall be clearly incidental and secondary to
34 the use of the Lot for residential purposes and shall be
35 limited in location to the inside of a dwelling or accessory
36 building consistent with Gallatin County zoning regulation. No
37 home occupation shall be allowed without the express written
38 approval of the DRC. Anyone applying for permission to use
39 the dwelling for a home occupation shall supply the DRC with
40 a description of the home occupation; its proposed location;
41 and the extent to which the lot and dwelling are to be used
42 for the home occupation, and such other information as may
43 be required by the DRC. No home occupation shall have more
44 than two (2) employees, or independent contractors regularly
45 present on the Lot.

1 6.26 Signs on Individual Properties: Signs identifying the
2 Lot property address and owner no larger than two (2)
3 square feet are allowed. No other signs shall be erected
4 on any property except "For Sale" signs which shall be
5 allowed upon the Lot being sold.

6
7 6.27 Outside Fuel Tanks: No outside fuel tanks of any kind
8 are allowed.

9
10 6.28 Traffic and Traffic Safety: The subdivision has no
11 sidewalks or other designated walkways on roads. As a
12 result pedestrians have the absolute right of way on all
13 subdivision roads. Drivers must comply with the maximum
14 speed limit of twenty five (25) mph. Motor vehicles that
15 are not allowed or registered for use on the road ways or
16 roads in Montana are not allowed on subdivision roads.

17
18 6.29 Neighboring Agriculture: Lot owners and residents of the
19 subdivision are informed that adjacent uses may be agricultural.
20 Lot owners accept and are aware that standard
21 agricultural and farming practices can result in dust,
22 animal odors, flies, burning, smoke, and machinery
23 noise. Standard agricultural practices feature the use of
24 heavy equipment, chemical sprays and the use of machinery
25 early in the morning and sometimes late into the evening.

26
27 **ARTICLE VII**
28 **ASSOCIATION RESPONSIBILITIES**
29

30 7.1 Roads: The Association shall be responsible for the
31 maintenance, reconstruction, repair, replacement, and snow
32 removal for all common roads depicted on the final
33 subdivision plat filed with the Clerk and Recorder of
34 Gallatin County, Montana.

35
36 7.2 Parks and Road Easement: The Association shall be
37 responsible for all maintenance and use of park designated
38 in the final subdivision plat filed with the Clerk and
39 Recorder of Gallatin County, Montana, consistent with all
40 county regulations and as specified in the By-Laws. No
41 Association Member will dump waste of any kind in the park
42 or within the road easement. Motor vehicles are not allowed
43 in the park except for maintenance purposes. The
44 Association will mow the park and the road easement at
45 least once per year to reduce fire hazard. The Association
46 will control noxious weeds in the park and within the road
47 easement.

1 7.3 Boundary Fences: The Association is responsible for
2 maintaining any fences of Lazy TH bordering agricultural
3 lands and county roads in cooperation with adjoining
4 property owners, in accordance with Montana law. Nothing
5 contained in these covenants, however, shall impose a duty upon
6 the Association or any owner within Lazy TH to maintain fences
7 belonging to another, unless such duty is imposed by law.

8
9 7.4 Fire Fill Site: The fire fill site at the northwest corner
10 of the Lazy TH is owned by the Association. The Association is
11 responsible to maintain the fire fill site and to keep it in a
12 state deemed suitable for use by the local fire departments,
13 including snow plowing.

14
15 7.5 Drainage System: The Association is responsible to
16 maintain drainage culverts under the roads in the line of
17 the main drainage in the center of the subdivision, any
18 other drainage culverts under subdivision roads, and the
19 drainage catchment basin and siphon drain at the north end
20 of the subdivision. Lot owners must allow entry on to
21 their Lot for routine maintenance of such drainage
22 structures.

23
24 7.6 Association Signs: The Association is responsible to
25 maintain all traffic and pavement marking signs, and all
26 subdivision notice signs.

27
28 7.7 Mailboxes: The Association is responsible for
29 maintaining mailbox supports and for providing mailboxes.

30
31 7.8 Removal of Wild Pest Animals: The Association is not
32 responsible for the removal of pest animals such as
33 gophers, ground squirrels, or any other rodents, any
34 herbivores, coyotes, foxes, skunks, raccoons, or any other
35 predator or the like. The Association will spend no money,
36 will spend no Board time and will spend no Management time
37 for such removal activities.

38
39 **ARTICLE VIII**
40 **TERM, ENFORCEMENT, APPLICABILITY AND CHANGE**

41
42 8.1: These Restrictive Covenants shall remain in full
43 force and effect until revocation upon an affirmative vote
44 by at least 75% of the Lot owners within Lazy TH and the
45 consent of the governing body of Gallatin County, Montana.
46 The Covenants and Conditions herein contained are to run with
47 the land, until so revoked.

1 8.2: Any Lot owner or the Association may enforce these
2 covenants. The Association may enforce the covenants, including
3 but not limited to imposing fines and penalties against any Lot
4 owner for violation of any of the provisions of these covenants
5 or By-Laws of the Association.

6 Association members are obligated to seek mediation to
7 resolve disputes as described in the By-Laws prior to initiating
8 proceedings at law against any person or persons violating or
9 attempting to violate any covenant; and the legal proceedings
10 may be either to restrain violation of the covenants or to
11 recover damages, or both. In the event of any action to
12 enforce these covenants, including an action to collect
13 unpaid assessments, through foreclosure or otherwise, the
14 prevailing party shall be entitled to costs and
15 reasonable attorney's fees to be set by the court.
16

17 8.3: Any failure by the Association, or of any Lot owner, to
18 enforce any Covenant contained herein, shall in no event be
19 deemed a waiver or in any way prejudice the rights to
20 enforce that Covenant or any other Covenant thereafter, or
21 to collect damages for any subsequent breach of these
22 covenants.
23

24 8.4: Invalidation of any one of these covenants by
25 judgment or court order shall in no way affect any of the
26 other covenants or provisions, all of which shall remain
27 in full force and effect.
28

29 8.5: In any conveyance of the above-described real
30 property or of any Lot thereon, it shall be sufficient to
31 insert a provision in any deed or conveyance to the effect
32 that the property is subject to the Restrictions and
33 covenants herein contained, without setting forth such
34 restrictions and covenants verbatim or in substance in said
35 deed. All of the above-described real property and Lots shall
36 be subject to the restrictions and covenants set forth, whether
37 or not there is a reference to the same in a deed or conveyance.
38

39 8.6: A breach of any of the foregoing restrictions or
40 covenants will not defeat or render invalid the lien of any
41 mortgage or deed of trust made in good faith and for value
42 upon any tract or portion of the real property or any
43 improvements thereon. However, said restrictions and
44 covenants are binding upon and inure to the benefit of any
45 subsequent owner whose title thereto was acquired by
46 foreclosure, trustee sale or otherwise.
47

1 8.7: These covenants will be adopted in whole and may be
2 changed, in whole or in part by the execution,
3 acknowledgment and recording of an instrument in writing
4 setting forth change signed by three members of the Board
5 of Directors and approved by at least sixty-six and two
6 thirds percent (66 2/3%) of the votes of the Lots in Lazy
7 TH; provided, however, that any covenant which is included
8 herein as a condition of the preliminary plat approval and
9 required by the county commission may not be amended or
10 revoked without the mutual consent of the owners in
11 accordance with the amendment procedures in these
12 covenants and the governing body of Gallatin County.
13 Voting for covenant amendments must be done by paper
14 ballot and each ballot must have the name and signature of
15 the owner, the Lot number and address of the Lot the owner
16 represents, and the date. All ballots for such elections
17 must be retained by the Association for one (1) year after
18 the covenant changes have been filed with the County and
19 must be made available for review by any member upon
20 request.

21
22 **ARTICLE IX**
23 **RESERVATIONS**
24

25 9.1: The Association will provide water for park
26 irrigation in a quantity not to exceed one (1) inch
27 depth per week during the irrigation season set by the
28 Middle Creek Water Users Association. The Association shall
29 take all steps reasonably required by the Middle Creek Ditch
30 Company or the Middle Creek Water Users Association to
31 perfect the rights of the Lazy TH Estates Owners Association
32 to utilize the water rights for park maintenance.

33
34 **ARTICLE X**
35 **EXCEPTIONS**
36

37 10.1: Lots 5, 6 and 7 are exempt from limitations on the
38 number and square footage of accessory buildings or out
39 buildings. All buildings on these lots must meet height
40 restrictions and all other architectural and use limitations
41 described in Articles IV, V and VI above. For any planned
42 uses of these lots for purposes other than residential the
43 owner must inform the Board of Directors of such planned uses
44 at least one hundred and twenty (120) days prior to any
45 building for such purposes or prior to beginning such uses
46 with established buildings. Owners of these lots may waive

1 the exemptions by filing a written supplement to these
2 covenants acknowledging and describing such waiver.

3
4 DATED this day of _____, 2015.

5
6 LAZY TH ESTATES HOMEOWNERS=
7 ASSOCIATION

8
9
10 By: _____
11 Its: President

12
13
14 By: _____
15 Its: Board Member

16
17
18 By: _____
19 Its: Board Member

20
21
22
23 STATE OF MONTANA)
24 :ss.
25 County of Gallatin)

26
27 On this day of _____, 2015, before me, a Notary Public
28 in and for the State of Montana, personally appeared , the
29 President of LAZY TH ESTATES HOMEOWNERS= ASSOCIATION, whose name
30 is subscribed to the within instrument and acknowledged to me
31 that he/she executed the same.

32
33 IN WITNESS WHEREOF, I have hereunto set my hand and seal
34 the day and year first above written.

35
36
37
38 _____
39 Notary Public for the State of Montana
40 Printed Name: _____
Commission expires: _____