

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DANCING WINDS ESTATES

This Declaration is made this _____ day of _____,
20____, by RTKC Ranch, LLC, a Montana Limited Liability Company.

RECITALS

1. Declarant, the Owners of certain real property located in Beaverhead County, Montana, which is described as Dancing Winds Estates, legally described as:

Parcel C1, Certificate of Survey No. 1854AE, filed for record at the County Clerk and Recorder's Office on May 24, 2017 at 4:30 P.M., Instrument No. 288132 and being a tract of land located in the S½ of Section 21 S½SW¼ of Section 22, Township 7 South, Range 8 West, P.M. MT., Beaverhead County, Montana.

Parcel A, Certificate of Survey No. 1291BR filed for record at the County Clerk and Recorder's Office on November 18, 2001 at 4:15 P.M., Instrument No. 251519 and being a tract of land located in SE¼SW¼ & E½ of Section 21 and the W½ of Section 22, Township 7 South, Range 8 West, P.M.M., Beaverhead County, Montana. LESS AND EXCEPTING THEREFROM Sweetwater Estates Phase I and Phase III

Parcel B, Certificate of Survey No. 1291BR filed for record at the County Clerk and Recorder's Office on November 18, 2001 at 4:15 P.M., Instrument No. 251519 and being a tract of land located in SE¼SW¼ & E½ of Section 21 and the W½ of Section 22, Township 7 South, Range 8 West, P.M.M., Beaverhead County, Montana.

Parcel C2, Certificate of Survey No. 1854AE, filed for record at the County Clerk and Recorder's Office on May 24, 2017 at 4:30 P.M., Instrument No. 288132 and being a tract of land located in the S½ of Section 21 S½SW ¼ of Section 22, Township 7 South, Range 8 West, P.M. MT., Beaverhead County, Montana

Herein referred to as "Real Property."

2. Declarant, its successors, and assigns intend to cause to be constructed upon the Real Property, described in Paragraph 1 of these Recitals, a development to be known as Dancing Winds Estates, which will encompass detached single-family homes.
3. Declarant wishes to place restrictions, covenants and conditions upon Real Property described in Paragraph 1 of these Recitals for the use and benefit of the property and its future Owners.

DECLARATION

NOW THEREFORE, Declarant declares that all the Real Property described above shall be held, sold, and conveyed subject to the following restrictions, covenants, conditions, and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Real Property as a desirable residential development. These restrictions, covenants, conditions, and easements shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the described property, or any part thereof. and shall inure to the benefit of and be binding upon each successor in interest to the Owner thereof.

1. DEFINITIONS

For the purposes of this Declaration the following definitions shall apply.

- a. Association. "Association" shall mean the Dancing Winds Estates, its successors or assigns.
- b. Board of Directors. "Board of Directors" shall mean the Board of Directors of the Association, duly elected pursuant to the Bylaws of the Association, or appointed by Declarant.
- c. Bylaws. "Bylaws" shall mean the Bylaws adopted by the Association as amended from time to time.
- d. Declarant. "Declarant" shall mean RTKC Ranch, LLC, their successors, and assigns if such successor or assigns should acquire a majority of the undeveloped lots from the Declarant for the purpose of development.
- e. Declaration. "Declaration" shall mean this "Declaration of Covenants, Conditions and Restrictions for Dancing Winds Estates" as may be amended from time to time.
- f. Owner and Member. "Owner" and "Member" shall mean the record Owner of a fee, or undivided fee, whether one or more persons or entities, of any Lot, including buyers under a contract for deed, but excluding any person or entity who has sold or is selling any Lot under a contract for deed and those having such interest merely as security for the performance of an obligation.

- g. Real Property. "Real Property" shall mean that certain Real Property as described in Paragraph 1 of the Recitals.
- h. Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to these Declarations and charged with architectural approval and control of the improvements within the Real Property.
- i. Building. "Building" shall mean, refer to, and include any structures built upon, or placed upon, the Real Property as residences or for other purposes.
- j. Lot. "Lot" shall include all lots designated on any final plat for Dancing Winds Estates approved and recorded in the records of Beaverhead County, Montana.

2. HOMEOWNER'S ASSOCIATION

Until such time as lots are sold by the Declarant, Declarant shall act as the Association. When lots are sold, Declarant, together with other Owners, shall act as the Association. It is Declarant's intention that within six (6) months after Declarant sells its last lot, the responsibility for maintaining, administering, and enforcing the covenants, easements, conditions, and restrictions set forth herein shall be assumed by the Dancing Winds Estates Homeowners' Association, Inc., or its successor entity, if any.

3. MEMBERSHIP & VOTER RIGHTS

- a. Membership. Every person or entity who is an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Acceptance of a deed notice of purchaser's interest or documentation evidencing an ownership interest in a Lot shall be deemed to be consent to membership in the Association. The recording of a deed or other document evidencing an ownership interest shall be prima facie evidence of acceptance of that document by the receiver of the interest transferred.
- b. Voting Rights. The Association shall have one class of voting membership. When more than one person or entity owns an interest in any Lot which qualifies for membership, the vote for such Lot shall be exercised as such persons or entities determine, but in no event may more than one vote per Lot be cast, except as stated below. Members shall be entitled to one vote for each Lot owned.
- c. Declarant Voting. For so long as the Declarant owns one or more Lots, the Declarant shall be entitled to three (3) votes for each Lot it owns. The Declarant's entitlement to votes shall apply to all Lots either owned or under contract for sale.

4. RESPONSIBILITY & AUTHORITY OF ASSOCIATION / ASSESSMENTS

- a. Enforcement. The association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration of Protective Covenants. Cost associated with enforcing Project

Covenants shall be a lien against the property of the offending owner and incur and accrue interest at one (1%) percent per month until paid. It shall be lawful for the Declarant, any owner of Dancing Winds Estates, Sweetwater PUD HOA and/or Beaverhead County to prosecute proceedings at law or in equity against subject parcel owner or persons either to prevent the violation and/or to recover cost, legal fees, court cost, and damages for such violations. The Governing Body of Beaverhead County is a party to these Covenants and may enforce the provisions thereof. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to so thereafter do. Any Dancing Wind Lot Owner who does not pay their annual assessment to either Owner's Association may have a lien filed on their Dancing Wind Subdivision lot by either Owner's Association and lawfully recorded by the Beaverhead County Recorder's Office.

- b. Maintenance Assessments. Creation of Lien and Personal Obligation of Assessments. Each Dancing Winds Estates lot owner, by acceptance of a deed therefor, is deemed to covenant and agree to pay Sweetwater PUD HOA the same annual assessments for road maintenance of Sweetwater PUD, that it's lot owners pay. Sweetwater PUD assessments are limited to a 15% maximum increase per year.
- c. The Maximum Assessment Per Lot which may be made by the Association in the calendar year 2022 shall not exceed \$150.00. Thereafter, the maximum annual assessment may be increased each year by not more than 15% of the maximum assessment for previous year.
- d. Effect of Non-Payment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12% per annum. The association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of his lot.
- e. Contact Information. Property owners of Dancing Winds Estates must provide their names, mailing address, phone contact and email address to the Dancing Winds Estates' HOA Treasurer and to the Sweetwater PUD Lot Owner's Association Treasurer so they may receive notification of their Annual Assessment. Dancing Winds Estates HOA and the Sweetwater PUD Lot Owner's Association have the right to file a lien on Dancing Winds Estates owners' property for uncollected assessments.
- f. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or trust indenture. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

- g. Provided in the event a Special Improvement District or Rural Special Improvement District (RSID) is created for maintenance of these areas by Beaverhead County, the Association's responsibility for such maintenance shall cease.
- h. Maintenance of Drainage Structures. The Association shall maintain all drainage structures as shown on the Lot Layout. They shall be inspected and maintained on an annual basis and kept free of obstruction and debris. Provided in the event a Special Improvement District (SID) or Rural Special Improvement District (RSID) is created for maintenance of these areas by Beaverhead County, the Association's responsibility shall cease.
- i. Other. Additionally, the Association may provide additional services as it sees fit. The Association may provide such services for at or a portion of the property within its jurisdiction or with which it may contract and levy assessments on such portion of its members or others as derive benefits from services concerned. Further, the Association may retain the services of a professional manager or management company to carry out its duties under the terms of this Declaration.

5. ASSESSMENTS

- a. Creation of Lien and Personal Obligation of Assessments. Each Owner of any lot by acceptance of a deed therefore, whether it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association.
- b. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of the Association discharging its responsibilities, as described herein, and for the administration and enforcement of this Declaration and any Bylaws of the Association.
- c. Uniform Rate of Assessment. All Lots, for which the final plat has been recorded shall be subject to assessments. Both regular and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annually at the discretion of the Board of Directors. However, a bare Lot shall be assessed at a rate 25% of that assessed a developed Lot.
- d. Types of Assessments. The assessments levied by the Board of Directors of the Association shall be utilized to provide funds consistent with the purposes of the Association, the assessments may include, but shall not be limited to, the following:
 - i. Regular Assessment: A regular assessment for administration of the Association, including, but not limited to maintenance costs, liability insurance, the maintenance of Dancing Winds Road and its drainage structures, other normal expenses and to provide funds for such other purposes as the Board of Directors may find necessary and consistent with the purposes of the Association.
 - ii. Special Assessments: The Association may levy in any year a special assessment for the purpose of defraying in whole or in part, the costs of

any construction or reconstruction, unexpected repair or replacement of any capital improvement, including the necessary fixtures and personal property related thereto, or for such other capital improvements as are determined necessary or desirable. However, no special assessment in excess of \$100.00 per Lot shall be levied, which has not been approved by the affirmative vote of seventy five percent (75%) of the votes of the Members who are voting in person or by proxy at a meeting duly called to consider such special assessment. No special assessment shall be established to cover a period in excess of five (5) years.

- iii. Emergency Assessments: The Board of Directors is authorized to levy in any assessment year an emergency assessment, which shall not exceed four (4) times the amount of the regular assessment for that year. Additional emergency assessments require the approval of a simple majority of the votes of the Members who are voting in person or by proxy at a meeting duly called to consider such additional emergency assessment. Emergency assessments shall be levied only to meet costs and expenses precipitated by an emergency causing damage or a change of condition that must be remedied promptly to insure a safe and adequate continuation of facilities or services.
- iv. Legal Reserve and Compliance Assessments: In addition to the assessments herein provided, the Board of Directors may levy an assessment for the purpose of establishing a legal reserve fund for legal fees and costs to enforce this Declaration. Nothing herein shall be interpreted to preclude the Board of Directors from utilizing other funds for compliance purposes.
- e. Payment of Assessments. The assessments provided for herein shall be computed on a yearly basis, commencing on the 1st day of January of each year and terminating on the 31st day of December of the same year. The assessments for any year shall become due and payable monthly, quarterly, annually and/or in advance, at the discretion of the Board of Directors, The Board of Directors shall fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of the due date specified herein and shall at that time, prepare a roster of the Lots and assessments applicable to each, which shall be kept by the Association Secretary and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.
- f. The owners, heirs, successors, purchasers, and subsequent landowners waive the right to protest the creation of a Special Improvement District, or Rural Special Improvement District to provide improved services to these parcels. This waiver is binding and will run with the lands included in the subdivision.

6. GENERAL RESTRICTIONS & COVENANTS

These restrictions and covenants are made for the purposes of creating and keeping the premises insofar as is possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearance; and guarding against an unnecessary interference with the natural beauty of the property; all for the mutual benefit and protection of the Owners of Lots within the Real Property.

- a. Speed Limit. Maximum speed limit on roads in Dancing Winds Estates and in Sweetwater PUD is 20 m.p.h.
- b. Maintenance of Dancing Winds and Bluebird Dr. The Association shall maintain Bluebird Dr from the intersection of Tanager Ln to Dancing Winds Rd. The Association will maintain Dancing Winds Rd.
- c. Each lot always shall be kept in a clean, sightly, and wholesome condition. No inoperable motor vehicles, snowmobiles, motorcycles, four wheelers, campers, trailers, boats, trash, littler, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials, or any other similar items shall be permitted to remain exposed on any lot to be visible to any neighboring lot, adjoining properties, or roads within the subdivision. A maximum of two vehicles may be regularly parked in the driveway or garage apron of the lot. Other operable recreation vehicles and devices must be garaged or screened from other residences, adjoining properties and the roads within the subdivision.
- d. Architectural Guidelines. Declarant or the Architectural Control Committee may choose to establish architectural guidelines, to establish further restrictions and limitations upon the use of the Real Property, upon the nature, location, design, and size of structures. In the event such architectural guidelines are established, the terms and provisions thereof may be enforced as any term or provision of this Declaration. However, in the event of any conflict between an express term in this Declaration and such guidelines, this Declaration shall control.
- e. Manufactured Homes. No trailers, mobile homes or manufactured homes (either double or single wide), modular homes or other structures constructed primarily away from the Real Property on which they would be situated, shall be permitted.
- f. Boundary Control Monuments. It shall be the responsibility of the Owner of each Lot to provide for immediate professional replacement of any survey monuments that are removed or become lost or obliterated from his Lot.
- g. Noxious or Offensive Activity and Materials. No noxious or offensive activity shall be carried on upon the Real Property, nor shall anything be done thereon which constitutes an annoyance or nuisance to the neighborhood.
- h. Trash and Garbage. No Real Property shall be used or maintained as a dumping ground, nor shall any rubbish, trash, garbage or other waste be allowed to accumulate except in sanitary containers which shall be emptied on at least a weekly basis by a local garbage collection firm or the Lot owner at the Beaverhead County Landfill. All garbage shall be stored in containers of metal, plastic, or other suitable material which has sufficiently tight fitting covers to prevent the escape of noxious odors and to prevent entrance by animals. Trash receptacles shall be

secured so as to prevent spillage due to winds or animals. No trash or garbage shall be burned except in an approved incinerator. No barbecue or other outdoor cooking facility shall be located nearer than 100 feet from either side of lot lines.

- i. Parking. No vehicles shall at any time be placed or parked to impede, obstruct, or interfere with pedestrian or vehicular traffic along Dancing Winds Road. Trucks exceeding one ton capacity, semi tractors, semi-trailers, mobile homes, equipment, or unsightly vehicles, are not permitted on the streets, driveways or upon the front or side yards of any Lots for more than twenty-four (24) hours unless stored in the backyard of a Lot, a garage or other structure as approved by the Architectural Control Committee.
- j. Exterior Maintenance. Each Owner of a Lot on which there is a structure shall provide exterior maintenance upon such Lot and structure to include painting and repairing the structure.
- k. Seeding and Planting. Within six (6) to nine (9) months of the completion or occupancy of the primary structure erected on any Lot, whichever occurs first, the Owner of such Lot shall seed, plant and landscape the any disturbed areas.
- l. Fences. No fence shall be placed outside of a property line. Fences are structures and are specifically included under the provisions of this Declaration addressing exterior maintenance. Property line fences shall be wildlife friendly.
- m. Grade. All buildings shall be situated such that the finished grade has positive drainage away from the building. The Architectural Control Committee may act in an advisory capacity for such matters.
- n. Animals. No more than seven large animals (Horses, Cows, Goats, Sheep, Llamas, or Alpacas) are allowed per lot. Owners will follow safe-stocking rate and to pen their animals when grazing when the safe-stocking rate is met. Swine market projects for youth development (4H or FFA) are allowed from February through September. No pigs or commercial swine operations are allowed on Owner's property at any time except for the 4H / FFA exception.

Not more than three dogs shall be allowed per Lot. No cats or dogs shall be permitted or allowed to run at large. Residents may keep dogs, cats, or other animals which are bona-fide household pets, so long as such pets are not kept for commercial purposes and do not make objectionable noises or odors or otherwise constitute a nuisance or inconvenience to any of the residents of Dancing Winds Estates or adjacent parcels. Dogs must remain on owner's premises unless on a leash or under the complete control of the owner. Owners must adequately fence their parcel or build a large kennel if they maintain dogs outside. No commercial breeding operation may be maintained on the premises. Chaining or tying dogs to restrain them is not adequate to comply with this requirement. Pet food shall be stored indoors.

Residents may keep rabbits, poultry or similar birds or fowl for their personal use so long as they are not kept for commercial purposes, do not make objectionable noises or odors or otherwise constitute a nuisance or inconvenience to any of the

residents of Dancing Winds Estates or adjacent parcels. Coups and containment structures must be located in a barn or screened or blocked from view of neighbors and roads.

- o. Storage Sheds/Playhouses/Improvements. Storage sheds and playhouses must be constructed of materials and with design standards and color schemes similar to those of the dwelling they serve. The owner of each lot shall use reasonable care in placing a structure on a lot so as not to obstruct the view from adjoining lots.
- p. Utility Connection Costs. The Owner of each Lot shall pay all utilities and utility connection costs, including those for Electricity, Natural Gas, Propane and Telephone utilized on each Lot.
- q. Mining. No mining or mineral removal activity, including the removal of gravel or sand except for as necessary for the construction of a permitted structure and/or landscaping purposes shall be permitted on any Lot or roadway within the Real Property. This restriction does not apply to Declarant.
- r. Ingress and Egress. Declarant retains rights of ingress and egress to, upon, and from the Real Property for purposes of locating, installing, erecting, constructing, maintaining, expanding or using roads, electric lines, telephone lines, gas lines and other utilities.
- s. The Sweetwater Estates Drive bridge crossing the East Bench Canal shall be for emergency use only.
- t. Utilities, Wiring and Antennas. All utility service lines shall be located underground. No satellite dishes larger than one meter in diameter shall be placed or permitted to remain on any Lot. All exterior antennas and Satellite dishes shall be located so as to be as inconspicuous as possible.
- u. Radon Mitigation. All residences should consider incorporating passive radon mitigation systems into their design.
- v. Address Signs. All residences within this subdivision shall post address signs visible from Dancing Winds Rd. All signs must be approved by the Architectural Committee and of a size and design as meets the requirements of the Beaverhead County Road Department.
- w. Water, Ditches and Rights. A Beaverhead County septic permit must be obtained prior to any new construction requiring sanitation. At the time of construction, the owner must have a well/septic permitted and staked. The lots in Dancing Winds Estates have no surface water rights. To the extent that water ditches adjoin any lot, the water in the ditches is not the property of either of individual Lot owners or of the Dancing Winds Homeowners Association. Owners and the Homeowner's Association are not allowed to use the ditch water for any purpose or to interfere with the delivery of water through any water ditch as designated on the Plat for Dancing Winds Estates. No structures or vegetation shall be placed within the ditch

easement area or near the ditch which will interfere with the construction, maintenance, repair or inspection of any water ditch. Owners may not dam water to create a pond.

7. LOT RESTRICTIONS AND COVENANTS

- a. Type of Residential Structures. No “Barn Dominium” or “Garage Dominium” (a building that has room for both living quarters and a large lower-level shop, barn, or garage area) are allowed. Exceptions to this policy may be granted by the Declarant or the HOA architectural committee to lot owners on a case-by-case basis. A single-family residential structure may include a one story, one and one-half story or two-story residence with a basement. All structures shall be constructed of new materials. However, suitable used materials or recycled materials, such as used brick or beams, may be utilized for aesthetic purposes and must have prior approval by the Architectural Committee before use of such used or recycled materials. No old structures whether intended for use in whole or in part as the primary building or as a garage or other structure shall be moved upon any Lot.
- b. Residential Structure Size. The ground floor area of any main structure located on a Lot, exclusive of open porches and garages, shall be not less than 2000 square feet.
- c. Garage: A minimum 3 full size car garage is required and shall conform to the architecture and exterior materials of the dwelling. A concrete, masonry or asphalt apron in front of and the width of the garage suitable for the length of an auto.
- d. Setback: Single Family detached, and outbuildings setbacks shall be as follows unless a variance from the Architectural Review Committee is obtained:
 - From front of property line 75'
 - From rear property line 75'
 - From sides to property line 75'
- e. Residential Use. All Lots shall be known and described as residential Lots and no business, trade, or commercial activity of any kind or description shall be conducted thereon. This restriction shall not be deemed to prohibit ‘working from home’ business. No room or rooms in any single family detached unit may be rented or leased to any person; provided, however, that nothing contained herein shall be construed as preventing the renting or leasing of an entire lot together with its improvements as a single-family unit to a single family.
- f. Maintenance of Original Design. No single-family dwelling or garage shall be renovated or remodeled so as to change the external appearance of such structure

without the consent and approval of the Architectural Committee. Such restriction shall include, but is not limited to, a prohibition against enclosing or removing the front porches on the single-family dwellings. Any outbuildings placed on a Lot shall be placed on a concrete slab and shall also comply with the common architectural theme as the single family dwelling located on the same Lot, including consistency with siding and roofing materials and color themes. Prior to undertaking any renovation, remodeling or adding an outbuilding to a Single Family Lot, each Owner shall present the plans and first obtain the consent and approval of the Architectural Committee for such renovation, remodel or addition as provided in this Declaration.

- g. Re-Subdivision. No Lot may be further subdivided.
- h. Signs. No advertising signs, billboards or unsightly objects shall be erected, placed or permitted on any Lot. However, exceptions are permitted as follows:
 - i. For one small (less than six square feet) "For Rent" sign or "For Sale" upon each Lot;
 - ii. For a period of ten years from the date of this Declaration, the Declarant shall be permitted to place signs within the Real Property to promote the development of the Real Property; and
 - iii. For signs pertaining to any political campaign or ballot issue, but only for a period of thirty days prior to the election to which the sign pertains.
- i. Corals must be approved by the HOA Architectural Committee.
- j. RSID/SID Waiver. Acceptance of a deed for a Lot within Dancing Wind Estates constitutes assent of the Lot Owner to waive the right to protest any future RSID/SID for improvements for the benefit of Dancing Winds Estates including, but not limited to, the installation of curbs and gutters, traffic control devices, pedestrian walkways, or bikeways. This waiver shall run with the land and shall be binding upon the transferees, successors and assigns of owners of land within Dancing winds Estates.
- k. Activity. No activity may be carried on nor allowed to exist upon any lot, which may be obnoxious, detrimental, offensive, illegal, or constitute a nuisance to any adjacent properties or to the occupants of any lot in Dancing Winds Estates.
- l. Improvements. All original construction and subsequent improvements to be erected on any lot in Dancing Winds Estates, regardless of the type or nature of the structure being designed or erected, shall be fully completed within twenty (20) months from the date of the commencement of construction, and all building material and other equipment normally used for the erection of construction of said structure shall be completely removed from the premises within said period. Interior finishing of dwelling houses may extend beyond this period so long as there are no building materials or other equipment used for the purpose of construction and erection stored on the premises beyond the twenty-month period.

herein designated. At their discretion, the Architectural Control Committee may extend the period upon proper application in writing for such an extension.

- m. Exterior Lighting. Any exterior lighting installed on any lot shall be indirect and have full cut-off-deflector to direct light downward so as not to disturb the residents of adjacent properties and shall be activated by manual or motion switches. Exterior lighting shall not be "on" for extended periods.
- n. Temporary Dwellings. No structure of a temporary character shall be constructed, placed, or used on any Lot at any time as a residence or otherwise, nor shall any building be occupied for residential purposes until it is finished in accordance with the plans approved by the Architectural Control Committee. Campers, trailers, mobile homes, or recreational vehicles shall not be used as either permanent or temporary dwellings. Provided that Declarant's construction offices, sales offices, general use buildings shall not be prohibited by this Declaration for so long as the Declarant owns one or more Lots. Necessary temporary buildings for the storage of building materials and tools may be constructed and used only during the period of construction. The work of construction, altering or remodeling of any building or part thereof shall be completed no later than twenty months after the approval for same by the Design Review Committee. Mobile homes may be placed on lots during actual construction and must be removed no later than twenty months after the approval of construction work by the Architectural Control Committee.
- o. Foundation. Any building placed, erected or maintained upon any lot in Dancing Winds Estates shall have a permanent perimeter foundation, be entirely constructed thereon, or prefabricated or modular of normal construction techniques that meet or comply with Architectural Control Committee requirements.
- p. Outside Toilets. No outside toilets shall be placed on any lot except during the period of construction.
- q. Elevated Tanks. No elevated tanks of any kind shall be erected, placed, or permitted upon any part of said property without approval of the Architectural Review Committee. Any tanks to be used in connection with any residence constructed in any phase of Dancing Winds Estates, including tanks for the storage of gas, oil, water, or propane must conform to the specifications and control of the Architectural Review Committee. All types of refrigerating, cooling, or heating apparatus must be concealed.
- r. Outside Radio. All outside cell towers, radio and television antennas must conform to specifications and control of the Architectural Control Committee.
- s. Motorized Vehicles. Recreation vehicles shall be garaged or adequately screened from view.
- t. Parking along roads on a regular basis is not permitted.
- u. No building or structure upon any lot may be permitted to fall into disrepair. Buildings or structures must always be kept in good condition, adequately painted, or otherwise finished.

- v. Each owner of a lot agrees for himself, his heirs, assigns, or successors in interest, that he will permit free and reasonable access by the owner of adjacent or adjoining lots containing a divisional wall, fence, hedge, or any other barrier, when such access is essential for the construction, reconstruction, refinishing, repair, maintenance or alteration of such divisional structure or planting.
- w. In the event that a structure is destroyed, wholly or partially, by fire or any other casualty, substructure shall be properly rebuilt or repaired to conform to this declaration or all the remaining structure, including the foundations and all debris shall be removed from the lot.
- x. Easements and rights of way in perpetuity are here by reserved for the erection, construction, maintenance, and operation of wires, cable, pipe, conduits and apparatus for the transmission of electricity, telephone, television and for the furnishing of gas or other utility purposes together with the right of entry for the purpose of installing, maintaining, and reading gas and electric meters together with the further rights to the declaration to convey or lease the whole or any portion of such easements, rights of way or right of entry to any person or persons or to any corporation or municipal body, under, along, across, upon and through a strip of land 15 wide along the interior boundary of the subdivision and 7.5 feet on each side of interior lot lines, a 60 foot wide unrestricted access and utility easement along Dancing Winds Rd, including utilities and access to Declarant's land.
- y. Declarant reserves the utility easements and rights of way shown on the recorded plat of the subdivision for the construction, addition, maintenance, and operation of all utility systems now or hereafter deemed necessary by Declarant for all public utility purposes, including electric, telephone, cable, gas, water, and sewer services.
- z. Underground utilities shall be installed in the subdivision. Each residence in the subdivision shall, at the expense of the owner or a builder of the residence, have a trench open from the residence to the utility easement designated by the utility company for installation of said utilities, and the owner shall close the trench after installation of the utilities.
- aa. The Declarant reserves the right to make minor changes in and additions to our easements for the purposes of most efficiently and economically installing utility systems.
- bb. Hunting in the discharge of firearms and shotguns is not permitted except for pellet guns and .22 caliber guns for disposal of rodents and small nuisance animals. Discharge of guns towards neighboring properties including COS 515 and COS 730 is not permitted and shall be a serious breach of these Covenants and subject to judicial action initiated by the declaration and or Dancing Winds Homeowner's Association and subject to applicable state law concerning the safe discharge of firearms.

- cc. A noxious weed control management plan has been filed with Beaverhead County by the Declarant. Noxious weeds shall be controlled by each owner, including the portion of their lot that intersects Dancing Winds Rd. In the event a parcel owner fails to control weeds, the Declarant, his agent, or assigns, Dancing Winds HOA and/or Beaverhead County Weed Control may eradicate, or control said weeds in an appropriate manor; invoice each parcel owner not to exceed the then standard rate charged by Beaverhead County, a local commercial/ professional applicator, or for actual materials used plus labor and machinery use.
- dd. Parcels 1, 2, 3, 4, 15 and 16 contain easements granted to the U.S. Bureau of Reclamations along the East Bench Canal. Permanent improvements within the recorded easements will require an "Acknowledgement of Easement Crossing" approved by the U.S. Bureau of Reclamation.

8. ARCHITECTURAL CONTROL COMMITTEE

- a. Appointment of Architectural Committee. An Architectural Committee, consisting of three members, shall be appointed to carry out the duties as set out in the Declaration. The Architectural Committee shall be appointed by the Declarant, until such time as Declarant no longer holds an ownership interest in any Lot. Thereafter, the Board of Directors of the Association will appoint three persons to serve on the Architectural Committee, which shall consist of two Directors and any additional Members. No person shall be a member of the Architectural Committee who is not actively engaged and/or experienced in land development, land planning, architecture, engineering, or such other fields that would lend background experience to such person to responsibly and reasonably judge the intent of these restrictions and the conformity of the submitted plans and specifications to the development of the Properties and these covenants.
- b. Architectural Committee Approval of Construction Plans. No site work or preparation shall be commenced, no building or other structure shall be started, constructed, installed, erected, or maintained on any Lot, nor shall any addition, renovation or remodeling thereto or change or alteration therein, be made until the complete plans and specifications for the same has been submitted to and approved in writing by the Architectural Committee. Said plans and specifications shall include but not be limited to the following: site plan, the designs, dimensions, location and principal materials, colors, and color schemes to be used, as well as a full description of all fences, lighting, off-street parking, and landscaping planned in connection with the construction. Prior to commencement of any construction or approval of plans for construction the Architectural Committee shall require the submission of the following detailed preliminary information:
 - i. Location of all proposed and/or present structures;
 - ii. Location of all access points, roads, or driveways'
 - iii. Proposed materials to be used in construction.
 - iv. Proposed fences, location, and materials:
 - v. Landscaping;
 - vi. Site grading plan
 - vii. Contour plot plan of the area to be developed.

- viii. Location of all utilities and services;
 - ix. Building footprint;
 - x. Building Plans;
 - xi. Detailed exterior elevations and exterior openings of Buildings;
 - xii. Exterior finishes, materials, and colors; and
 - xiii. Square Footage.
- c. If the Architectural Committee fails to act on a request for an approval within thirty (30) days of the submission of all required materials and payment of fees, no specific approval shall be required and the provisions requiring Architectural Committee approval shall be deemed met.
- d. The Architectural Committee shall not be liable to any owner for any damage, loss or prejudice suffered because of the performance of the Architectural Committee; provided however such Architectural Committee has, with the knowledge before them, acted in good faith.
- e. Fees for Approval. The Architectural Committee reserves the right to require reasonable fees to be paid with the filing of the plans and specifications and the issuance of building or other approvals. Any undertaking that is approved under this section shall be concluded in strict accordance with the approved plans and specifications. Approvals may be based on engineering, architectural, legal, or aesthetic grounds.

9. DURATION

The covenants, conditions, charges, and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, or assigns in perpetuity.

10. ENFORCEMENT

The Association, any Owner or the Declarant shall have the option and right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. The method of enforcement may include legal action seeking an injunction to prohibit any violation, to recover damages, or both. Failure by the Association, any Owner, or by the Declarant, to enforce any such provisions shall in no event be deemed a waiver of the right to do so thereafter.

11. ATTORNEY'S FEES

Should any lawsuit or other legal proceeding be instituted against an Owner, who is alleged to have violated one or more of the provisions of this Declaration, the prevailing party in such proceeding shall be entitled to reimbursement for the costs of such proceeding, including reasonable attorney's fees.

12. SEVERABILITY

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

13. AMENDMENT

The Declarant reserves the sole right to amend, modify, make additions to or deletions from this Declaration that it alone deems appropriate, for so long as Declarant owns one or more of the Lots subject to this Declaration. After that time the right to amend shall pass to the Owners, who upon the written consent of 10 of the Lot Owners may amend, modify, make additions to or deletions from this Declaration. No such modification or amendment shall be effective until a written instrument evidencing such modification or amendment, together with the necessary consents are executed and recorded upon the records of the Beaverhead County Clerk and Recorder. No part of this Declaration, or covenant contained herein, relating to maintenance of Dancing Winds Road, its drainage structures and its structures or any covenants relating to final plat approval may be changed without prior written consent of the county Governing Body.

14. LIABILITY OF DECLARANT

The Declarant shall have no liability for any of its actions or failures to act, or for any action or failure to act of any Owner of any Lot.

RTKC RANCH, LLC, a Montana Limited Liability Company

By: Richard Long

STATE OF MONTANA

COUNTY OF BEAVERHEAD

This instrument was acknowledged before me on this ____ day of _____, 20____, by Richard Long, known to me to be the Managing Member of RTKC Ranch, LLC, a Montana Limited Liability Company

Printed Name of Notary: _____
Residing at _____
My Commission Expires _____