

MORELAND ESTATES LLC  
P.O. BOX 1175  
MANHATTAN, MT 59741

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS, AND  
OWNER'S ASSOCIATION GUIDELINES FOR  
PIONEER CROSSING

This Declaration is made this <sup>km 11</sup> 12<sup>th</sup> day of February <sup>2008</sup>, by Moreland Estates, LLC, a Montana Limited Liability Company, with its principle office in Manhattan, Montana, hereinafter referred to as "Moreland Estates LLC" or "Declarant".

RECITALS

Whereas, Moreland Estates LLC, Declarant, is the present owner in fee simple of the following described real property:

**Tract 1 of Certificate of Survey No. 1495G, a Tract of land being a portion of Tract B-1A of Certificate of Survey No. 1495B, situated in the W 1/2 Section 3, T1N, R3E, P.M.M., Gallatin County, Montana.**

Whereas, said above described real property is hereinafter referred to as "Pioneer Crossing"; and,

Whereas, Declarant intends to divide into lots, sell, dispose of, and convey the real property above described; and,

Whereas, Declarant desires to subject all of said above described real property and the lots and subdivisions thereof to protective and restrictive covenants, conditions, restrictions, guidelines, agreements, and reservations herein set forth and referred to as "Covenants", each and all of which is and are for the benefit of said property, lots, and subdivisions and the owners thereof, and shall run with the land applying to and binding the present owners and all future owners and successors in interest thereto.

Whereas, said above described real property is a portion of the property more specifically described in the final plat of Pioneer Crossing and Centennial Village Subdivision, a PUD, located in the Town of Manhattan, Gallatin County, Montana; and,

Whereas, that certain other portion of the property described in the final plat of Pioneer Crossing and Centennial Village Subdivision, a PUD, located in the Town of Manhattan,



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Gallatin County, Montana which is not described above, i.e. that portion referred to as "Centennial Village" shall be subject to separately recorded covenants; and,

Whereas, Declarant does hereby adopt, establish, dedicate, publish, and impose upon the above described real property the following protective and restrictive Covenants which shall run with the land and shall be binding upon and be for the benefit of said property, and all persons claiming said property, their grantors, legal representatives, heirs, successors, and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use and development of the parcel, and all improvements placed or erected thereon, unless otherwise specifically excepted as herein mentioned, and said Covenants shall inure to and pass with each and every parcel, tract, lot, or division. Said Covenants are as follows:

## **1.0 PROTECTIVE COVENANTS FOR PIONEER CROSSING SUBDIVISION**

These Protective Covenants provide for individual and community decision making. Individual decisions are limited primarily to home lots, subject to covenants and restrictions regarding architectural design and review of improvements provided for by the Design Guidelines, and subject to further covenants and restrictions providing for management, administration, and regulation of Pioneer Crossing provided for by the Architectural Review Committee and the Property Owners' Association.

## **2.0 ABBREVIATIONS**

2.1 The following abbreviations are used in this document:

- 2.1.1) Moreland Estates LLC, the owner and developer, is referred to as: Moreland Estates LLC
- 2.1.2) Pioneer Crossing is referred to as: Pioneer Crossing
- 2.1.3) Architectural Review Committee is referred to as: ARC
- 2.1.4) Design Guidelines are referred to as: DG
- 2.1.5) Pioneer Crossing Property Owners' Association shall be referred to as: the Association or POA

## **3.0 PROPERTY OWNERS' ASSOCIATION**

3.1 The Pioneer Crossing Property Owners' Association shall be incorporated as a nonprofit mutual benefit corporation. The Association is empowered to act pursuant to Articles of Incorporation and Bylaws and these Covenants. The Association shall have the authority and power to act through its Board of Directors.

3.2 The Association is formed for the purpose of administering, implementing and enforcing these Covenants and operating the Association for the benefit of all members therein. The Association shall also have authority to implement and enforce the Design Guidelines.

3.3 These Covenants and the Bylaws establish membership in and the duties, powers, operations and rights of the Association and the members in the Association.

3.4 Every person, group of persons, partnership, corporation, or association, including Moreland Estates LLC, who is an owner according to the records of the Clerk and Recorder of Gallatin County, Montana, of a lot within the boundaries of the area described as Pioneer Crossing on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana, shall be a member of the Association. By this provision, each lot as shown on the plat



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and amendments thereto shall entitle the owner(s) to one membership interest in the Association.

3.5 Multiple owners of a single lot of real property have collectively one such membership or voting interest. If more than one lot is owned, the owner or owners thereof would have one membership or voting interest for each separate lot. Membership interest shall run with the land so that said interest is an incident to ownership beginning when ownership rights are acquired and terminating when such rights are divested as shown in the records of the Clerk and Recorder of Gallatin County. Accordingly, no member shall be expelled, nor shall he be permitted to withdraw or resign while possessing a membership interest.

3.6 The Association shall have one class of voting membership. The members shall be all Owners. Except as provided in these Covenants or to Moreland Estates LLC's rights in regard to an election of a Board of Directors and Covenants, each member shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

3.7 Until December 31, 2020, or until 90% of the lots have been sold to third parties, which ever occurs first, Moreland Estates LLC, its successors or assigns, reserves the right, but shall not have the obligation, to appoint and remove a majority of the members of the Board of Directors. The members of the Board of Directors appointed by Moreland Estates LLC may be stockholders, officers, directors, employees or agents of Moreland Estates LLC, and/or architects, contractors, planners, Realtors, members of the Manhattan Planning Board or Town Council, or any other person chosen by the LLC, and do not need to own a lot within Pioneer Crossing. By notice to the Association, Moreland Estates LLC shall have the option to, at any time, turn over to the Association the total responsibility for electing and removing members of the Board.

#### 4.0 ASSESSMENTS

4.1 For each lot owned within the boundaries of Pioneer Crossing, each owner by acceptance of a deed, whether or not it is so stated in such deed, is deemed to covenant and agree to pay the Association:

- 4.1.1) Annual assessments or charges, and
- 4.1.2) Special assessments for capital improvements or otherwise as hereinafter provided.

4.2 The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the obligation of the person or persons who were the owners of such lot at the time the assessment fell due. Although such charges shall be a continuing lien upon the property until paid, the personal obligation for delinquent assessment shall not pass to the owners' successors in title unless expressly assumed by them with the consent of the Association.

4.3 The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the owners of Pioneer Crossing and the Association, and for the establishment, improvement, maintenance and protection of Pioneer Crossing and the interest of owners therein, and/or for property or facilities enhancing their use and enjoyment and/or the conservation of the natural amenities of Pioneer Crossing. As such, these purposes shall also include, but shall not be limited to, funding for:

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- 4.3.1) The payment of taxes;
- 4.3.2) The payment of an insurance policy for common properties and risks involving the Association, and all renewals of said policy, with proof of renewal to be provided to the Town of Manhattan at such time the policy renews. The Town of Manhattan shall remain an additional insured on the policy;
- 4.3.3) Maintenance of roads, parking areas, utilities, bridges and/or other improvements or easements owned by the Association or used by the owners in common;
- 4.3.4) The establishment, maintenance and protection of land, streams, and ponds;
- 4.3.5) The cultivating and mowing of lawns or lands within the common areas;
- 4.3.6) The construction, maintenance and repair of all recreational facilities owned by the Association and constructed on the Common Easement Areas or elsewhere for the benefit of the Association;
- 4.3.7) The cost of labor, equipment, services, materials, management, protection and supervision of the assets and interests of the Association;
- 4.3.8) The ongoing operation of the rodent control plan for all parks and open spaces, as well as ongoing compliance and the annual review of the plan and submittal to the Town of Manhattan for approval;
- 4.3.9) The ongoing operation of the weed control plan for all parks and open spaces, as well as ongoing compliance and the annual review of the plan and submittal to the Town of Manhattan for approval;
- 4.3.10) The replacement of all dead or destroyed trees in parks and open spaces, as required by the Town of Manhattan.
- 4.3.11) The operation and maintenance of street lights within Pioneer Crossing. The street lights have been chosen by the Declarant and installed for each finally platted phase. The electricity to operate the lights shall be provided by the local utility provider and shall be billed to the Property Owners' Association for payment. Should current dues not cover the cost of the operation, maintenance, replacement or repair of the street lights, a special assessment to cover those costs will be issued and distributed evenly to all owners of lots, including those still owned by the Declarant, that have been finally platted at the time the cost is incurred.

4.4 Annual assessments shall be determined by the Board of Directors in an amount estimated to cover the normal operating expenses of the Association for each year as determined in conformity with standard accounting practices, together with such additional amounts as may be necessary to cover any past deficits from operations or to create reasonable reserves for the future cost of operations of the Association. Such annual assessments shall be payable in advance on a quarterly basis, due on the first day of January, April, July and October of each year. Method and due date of payment of annual assessments may be changed from time to time by the Board of Directors of the Association.

4.5 In addition to the annual assessment to cover the Association's operating expenses, the Association, by an action of its Board, may levy in any assessment year special assessments for the purpose of reserving or paying for, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of the Association or upon the Common Easement Areas including fixtures and personal property related thereto, and for such other purposes or projects benefiting the Association and its interests, provided that any such assessment shall have the assent of sixty percent (60%) of the votes of all members voting in person or by proxy at a meeting duly called for this purpose. Nothing stated herein shall restrict

the right of the Association to provide for the repayment of the special assessment over a term of months or years subsequent to the date of such assessment, and upon terms and conditions it deems appropriate, including the collection of interest on the deferred balance.

4.6 Written notice of any meeting called for the purpose of taking any action authorized under Section 4.5 shall be sent to all members not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or their proxies entitled to cast thirty percent (30%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held sooner than fifteen (15) days following the preceding meeting.

4.7 Both annual and special assessments must be fixed in equal amounts for all lots and may be collected on a quarterly basis. However, when in the judgment of the Board, a capital improvement is of a nature that uniquely restores damages or provides value only to certain individual lots then, to the extent determined by the Board that such improvements are not beneficial to the Association as a whole or to the owners or lots in general, such portion of costs which solely contribute to those certain individual lots may be pro-rated, scheduled and assessed among only those owners or lots affected.

4.8 The initial annual dues shall be four hundred eighty dollars (\$480) per lot sold, payable at one hundred twenty dollars (\$120) per quarter in advance. It is further understood that during the initial development phases that the developer will be funding the improvements and upkeep of the property, therefore until the operation of the property has been turned over to the Association, Moreland Estates LLC may use these funds to supplement their own for the operation, management and maintenance of the development.

4.9 The annual assessments provided for herein shall commence on all lots on the first day of the month following the conveyance of the lot to the initial purchaser and shall be assessed on a calendar year basis. The first quarterly assessment shall be adjusted according to the number of months remaining in the quarter. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. When there is a change to the fixed amount of the annual assessment, written notice of the new assessment shall be sent to every owner subject thereto. Credits and reimbursements to owners shall be determined and arranged so that the burden of taxes and governmental assessments and, if possible, payments, shall be shared pro-rata by owners for taxes assessed against any common properties, improvements (or usage) of the Association and the owners, including, for instance, taxes on any common owned easement areas and improvements. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

4.10 Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate which shall be the greater of twelve percent (12%) per annum or five percent (5%) above the Prime Rate for Bank Lending at Manhattan State Bank, or the Bank of America should Manhattan State Bank cease to conduct business. In no event shall the rate exceed the maximum rate permitted under Montana law or such lower rate as may be set from time to time by the Board of the Association. The Association may record a notice of lien against the property and bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property in the same manner as a mortgage on real

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property, and the Association shall be entitled in any such actions or foreclosure proceedings to recover its costs, expenses and reasonable attorneys' fees. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Easement Areas or abandonment of his lot.

4.11 The lien of the assessments provided for herein shall be superior and not subordinate to the prior lien of any first mortgage or prior recorded liens which are recorded after the date of the recording of this Declaration. Sale or transfer of any lot shall not affect the assessment lien, whether such lien arises prior to such sale or transfer, or thereafter becomes due.

4.12 For the purposes of assessment, any lot owned by Moreland Estates LLC, or controlled by an option for financing purposes, shall not be subject to the same assessments and provisions of those Articles as lots of any other owner. Assessments shall not commence on a lot until it is conveyed by Moreland Estates LLC to the initial retail purchaser.

## 5.0 PROTECTIVE COVENANTS

5.1 It is the purpose of these covenants to preserve and protect the environment, the natural beauty, view and surroundings of Pioneer Crossing, and to preserve and protect the interests and investment of the individual owners.

5.2 These protective covenants shall attach to and run with the land and shall constitute an equitable servitude upon the real property and every part of it, including all titles, interest and estates as may be held, conveyed, owned, claimed, devised, encumbered, used, occupied and improved. These Protective Covenants and Restrictions are declared for the benefit of the entire property and every part of it and for the benefit of each owner. They shall constitute benefits and burdens to declarants and to all persons or entities hereafter acquiring any interest in the property.

5.3 These covenants provide for the general restrictions while the DG provide adequate details in order to ensure compliance with these covenants. The DG shall be carefully consulted and followed to ensure the requirements of these covenants are met.

## 6.0 HOME SITE PREPARATION MAINTENANCE AND LANSCAPING

6.1 Each owner shall submit a landscape plan to the ARC at the time the construction plans are submitted. Landscaping shall be done only as approved by the ARC. All lots shall install underground sprinkler systems to provide sprinkler irrigation for the entire lot, timed to water at appropriate times and in appropriate amounts. Each owner shall also plant grass and trees (of a type specified by the developer and that comply with the Town of Manhattan adopted tree species guidelines) along the lot frontage between the sidewalk and the curb to provide a vegetative buffer between the street and sidewalk. The trees shall be located approximately every forty (40) feet. This vegetative buffer is also required to be included in the underground sprinkler system for each lot. The installation of the sprinkler system and all landscaping shall be completed in a timely fashion, and shall be fully installed within six (6) months of completion of construction, or within such period as may be reasonably necessary as dictated by weather conditions.

6.2 All sidewalks shall be five (5) feet in width, meet all ADA requirements, and constructed according to Montana Public Works Standard Specifications (MPWSS). All sidewalks shall be installed at completion of construction, or within three (3) years of conveyance of the lot from

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Moreland Estates, LLC to the initial retail lot purchaser, whichever is sooner. Upon the date which is three (3) years from closing of the purchase from Declarant, retail lot owners who have not constructed their sidewalks shall be required to install sidewalks on their lots, regardless of whether a home is constructed on the lot or not. In the event said lot owner shall fail to do so, the Association may install the sidewalk on the non-complying owner's lot. The cost of installation shall be added to and become a part of the assessment to which such lot is subject. Should the Declarant still retain ownership of any lot three years from final plat approval, the Declarant shall install the sidewalk for any such lot according to the terms of this covenant.

6.3 The control of noxious weeds by the Association on those areas for which the Association is responsible and the control of noxious weeds by the individual owners on their respective lots (including those still owned by the Declarant) shall be as set forth and specified under the Montana Noxious Weed Control Act (MCA 7-22-2101 through 7-22-2153) and the rules and regulations of the Gallatin County Weed Control District. The landowner shall be responsible for the control of the state and county declared noxious weeds on his or her own lot. Both unimproved and improved lots shall be managed for noxious weeds. In the event a landowner does not control the noxious weeds, after 10 days notice from the Property Owners Association, the Association may cause the noxious weeds to be controlled. The cost and expense associated with such weed management shall be assessed to the lot and such assessment may become a lien if not paid within thirty (30) days of the mailing of such assessment.

## 7.0 SIZE AND HEIGHT

7.1 Each single story residence shall contain a minimum of 1600 square feet of finished floor space above ground, exclusive of open or screened-in porches, decks, garages and carports. If the residence is two stories, there shall be a minimum of 1400 square feet of aboveground finished floor space on the first level, exclusive of open or screened-in porches, decks, garages and carports. All measurements shall be outside perimeter measurements. The height of any building shall not exceed that which is specified in the Town of Manhattan regulations regarding building height.

7.2 All structures shall be constructed in compliance with the Uniform Building Codes, the National Fire Protection Association (NFPA) codes and Town of Manhattan building codes in effect at the time of construction.

7.3 Maximum lot coverage shall be 35% of the total lot size.

## 8.0 GARAGES

8.1 Each residence is required to have a garage measuring a minimum of 24' x 24'. Attached front-facing garages shall be setback a minimum of fifteen (15) feet from the front building facade of the house, or detached and placed to the rear of the property. Side-loaded attached garages are encouraged and can be flush with the front line of the house.

8.2 Oversize garages to accommodate recreational vehicles may be submitted to the ARC and will be reviewed on a case-by-case basis. They must be detached and placed to the rear of the lot, and will be considered specifically for each site. Architectural design will be critical in order to ensure that no structure is commercial or utilitarian in appearance. Height and size of these structures will be at the sole discretion of the ARC for each submittal.

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8.3 There shall be an allowance on 105 specified lots for the construction of an accessory dwelling unit over or attached to a detached garage. Units are limited in size from 500 to 800 square feet. Owner occupancy of the main dwelling unit shall be required for the rental of any separate accessory dwelling unit.

The designated lots allowing for accessory dwelling units are those that do not back up directly to another lot, and are identified as follows:

Block 1:	Lots 1 - 11
Block 2:	Lots 1 - 5, 7 - 20
Block 3:	Lots 1 - 4, 7 - 9
Block 5:	Lots 3 - 17
Block 13:	Lots 1 - 5, 8 - 10
Block 14:	Lots 1 - 7, 10 - 13
Block 17:	Lots 1 - 7, 10 - 17, 20-26
Block 19:	Lots 1 - 11

8.4 In the case of corner lots, garages can only be accessed via the driveway from the front of the lot. The front of each lot is defined as the side with the least amount of street frontage.

## 9.0 GRADING

9.1 No disturbance or change in existing character shall be undertaken except by approval of the ARC. Grading for building or other improvements shall be confined to a minimum so that improvements shall be tailored to the home lot rather than conforming the lot to the improvements. All grading shall be contoured into existing ground lines to avoid unnatural sharp edges. Home lot development shall accommodate proper drainage using natural channels and storm water easements. Drainage and other topographic transitions shall blend with the natural topography of the home lot. No unnatural angles or sharp lines shall be permitted.

## 10.0 SETBACK

10.1 Except for corner lots, building setbacks shall be 25' from the front of each lot, 8' from the side of each lot, and 20' from the rear of each lot.

10.2 Corner lot building setbacks shall be 25' from the front of each lot, 20' from the side of the lot adjacent to the street, and 8' from the opposite side. Setback from the rear of the lot shall be 20'. The front of the lot is defined as the side with the least amount of street frontage.

## 11.0 ADJACENT AGRICULTURAL USES

11.1 Lot owners and residents of the subdivision are informed that adjacent uses may be agricultural. Lot owners accept and are aware that standard agricultural and farming practices can result in dust, animal odors, flies, smoke and machinery noise. Standard agricultural practices feature the use of heavy equipment, burning, chemical sprays and the use of machinery early in the morning and sometimes late into the evening.

## 12.0 PARK MAINTENANCE

12.1 All parks and open space is dedicated for public use and owned by the Property Owner's Association. In the event of dissolution or bankruptcy of the Association, the parks and open

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space shall, by Grant Deed, be conveyed to the Town of Manhattan. Maintenance of all park and common areas, including the sprinkler system utilized to irrigate these spaces as required by the Town of Manhattan, shall be the responsibility of the Association.

### 13.0 DESIGN AND LIMITATIONS

13.1 All structures shall be built in conformance with the Design Guidelines, a separate document adopted to govern the building of any and all structures in Pioneer Crossing. The DG are incorporated by reference herein and are enforceable as if they are a part of this document.

13.2 The design of all improvements and changes to existing natural topography shall be subject to review and approval by the ARC before work commences. All homes, structures, improvements and changes shall comply with the DG and these covenants.

13.3 Mobile homes, trailers, prefabricated homes, geodesic domes, log homes, and modular homes or like dwellings shall not be permitted, nor shall any buildings be moved onto the property. All owners are urged to design buildings that reflect the scenic values in keeping with the spirit of the town of Manhattan, Montana, and Pioneer Crossing.

13.4 Material composition and quality, color and shape are important in the construction of improvements. All improvements, including the dwelling unit and other improvements shall be constructed of highest quality materials and shall match other structures and improvements on the lot. The exterior siding of any structures shall consist of materials as outlined in the DG. However, no sheet metal, panel metal, vinyl or cement block siding is allowed. No panel siding similar to T-111 siding or plywood sheet siding is allowed. All exterior surfaces shall have minimum reflection values. Natural and earth colors and materials are encouraged. Samples of colors for the complete color scheme to be utilized shall be submitted to the ARC before construction and before a change is made to the original color.

13.5 Flat roofs and A-frames are prohibited. Metal roofs are allowed if they are an earth tone, non-reflective color. Minimum pitch of roof will be a 6:12 pitch. Roof top equipment may be prohibited by the ARC. Television and radio antennas, as well as satellite dishes and other receiving or transmitting devices, are subject to approval by the ARC. Satellite dishes may be no larger than two (2) feet in diameter.

### 14.0 FIRE PRECAUTIONS

14.1 Each owner, with respect to such owner's lot, shall cause grass to be trimmed pursuant to the Property Owners' Association directives in order to reduce the danger of fire within the property and shall otherwise maintain the improvements and the general condition of the lot to minimize fire hazards.

14.2 Each owner shall:

- 14.2.1) Not allow any burning barrels or pits of any sort. Fireworks are not permitted on any portion of Pioneer Crossing.
- 14.2.2) Keep all chimneys free of creosote or other materials that may prove to be flammable. Catalytic converters on wood burning devices or clean burning wood stoves, subject to approval of the ARC must be used. Spark arrestors must be in place on all chimneys.
- 14.2.3) Install smoke detectors in each residence.

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- 14.2.4) Install numbering which is clearly visible outside the residence, in accordance with the Town of Manhattan requirements.
- 14.2.5) Keep all roads and driveways free of obstruction to ensure access by emergency vehicles. In the event of a social function at an owner's residence, owner shall require parking on one side of the driveway or road in order to provide adequate widths for access by emergency vehicles.

**15.0 OUTBUILDINGS AND TEMPORARY STRUCTURES**

15.1 No outbuildings shall be erected or maintained upon a home lot before the start of construction of a residence and no trailer, mobile home, basement, shack, garage or other outbuildings shall be erected upon any part of the lot for use as a temporary or permanent residence. Use and location of any construction or temporary structure shall be subject to approval by the ARC, and may not be parked in the street. Temporary structures shall be removed within thirty (30) days after completion of construction.

**16.0 EXTERIOR LIGHTS**

16.1 Exterior lighting shall be installed and operated only if approved in advance by the ARC, and shall conform to the Illuminating Engineering Society of North America (IENSA) illuminance recommendations for full-cutoff lighting. Dusk-to-dawn ranch-type yard lights shall not be permitted on any lot.

**17.0 CONSTRUCTION SCHEDULES**

17.1 All construction, alterations or improvements shall be subject to advance approval by the ARC and shall be diligently worked on to completion within twelve (12) months following commencement. Commencement of construction shall mean the date excavation for the foundation begins. Builders shall submit plans to the ARC for approval which, at a minimum, include: a site plan of the lot showing the location of all improvements; a detailed floor plan for each floor showing all dimensions of walls, windows and doors; complete elevations; and a landscape plan. Upon approval of the plans by the ARC, the builder must commence construction within six (6) months. It is the intention of these covenants that duplicate homes shall not be constructed next to or adjacent to each other. No aspect of construction shall at any time impede, obstruct or interfere with pedestrian or vehicular traffic. No materials shall be placed or stored upon a home lot more than thirty (30) days before commencement of construction or more than thirty (30) days following completion of construction as determined by the ARC.

17.2 During any construction, the lot shall be cleaned up regularly and shall be maintained free of trash. The contractor and/or owner shall be responsible to clean up wind blown debris both on and off the premises, and no burning of debris shall be allowed.

**18.0 PARKING AND STORAGE**

18.1 No junked vehicles, machinery or equipment shall be parked on the street nor retained or parked on any lot within sight of other homes. A junked vehicle is one that is in rusted, wrecked, partially dismantled, inoperative or abandoned condition.

18.2 No lot shall be used for storage of any articles, vehicles, equipment or other personal property of any quantity in excess of the immediate needs and personal use of the owner of a

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lot or the occupants and guests thereof, and shall not interfere with the use or enjoyment of neighboring lots.

18.3 No lot shall be used for the outside parking or storage of any commercial trucks, large commercial vehicles or other heavy equipment, except as may be necessary during reasonable periods of construction. Nothing herein shall prohibit the storage of such vehicles within the confines of a garage approved by the ARC.

18.4 No on-street parking shall be allowed overnight.

18.5 If stored on the property, recreational vehicles, boats, trailers, etc. shall only be stored inside garages. See section 8.0 for further detail.

## 19.0 FENCES

19.1 Fences shall be approved by the ARC and may only be constructed from a line parallel with the front of the house towards the back of the lot. No fences shall be constructed in any front yard. Entryway gates to building lots are not permitted.

19.2 Any fences bordering agricultural lands shall be maintained by the Property Owners' Association in accordance with state law.

## 20.0 INGRESS AND EGRESS

20.1 An Easement for general ingress and egress to each home lot and to all common areas for the general use of all owners and their guests shall exist over all common areas, roads, and trails within Pioneer Crossing.

## 21.0 ROAD AND UTILITIES ACCESS TO PIONEER CROSSING

21.1 Primary access to Pioneer Crossing is from Nixon Gulch Road. Moreland Estates LLC shall grant unto the owners of the lots within Pioneer Crossing a non-exclusive easement for ingress, egress and utilities as shown and delineated on the official plat of Pioneer Crossing. All roads within Pioneer Crossing shall be maintained by the POA and dedicated to use by the public.

## 22.0 UTILITY EASEMENT

22.1 Utility easements for electricity, gas, sewer, communications, telephone, water, television, cable communications, and other utility equipment shall be underground and are designated on the Pioneer Crossing plat. All owners shall have the right to enter upon and excavate in such easements upon the approval of the ARC. Utility companies and owners must restore disturbed land to a condition as close as possible to the natural condition of the land prior to the commencement of work. Lot owners shall not encumber or restrict the use of any easements and shall not place fixtures, fences, or structures on the easements.

## 23.0 STANDARD USES

23.1 Uses for residential lots shall be limited to single-family residency, unless a Conditional Use as defined in 24.0 is proposed and approved by the Association and – if applicable – the Town of Manhattan.

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23.2 No horses or motorized vehicles of any kind shall be permitted in common areas or easements. No discharging of firearms shall be allowed at any time.

## 24.0 CONDITIONAL USES

24.1 Conditional uses allowed on residential lots within Pioneer Crossing are defined as follows:

**DAYCARE HOME:** A place which supplemental parental care is provided to no more than three (3) children from separate families – in addition to the provider's own children – on a regular basis, subject to the State of Montana licensing laws and requirements pertaining to such businesses.

**ELDERCARE FACILITY:** A facility operated similarly to a boarding house with not more than five (5) full-time residents, and in which nursing, dietary and other personal services are furnished to residents; but which serves no persons suffering from an acute mental sickness, or from a contagious or communicable disease; and in which facility no surgery is performed, nor are other primary treatments, such as those customarily provided in hospitals; and which serves no persons who generally would be admitted to a mental hospital.

**HOME OCCUPATION OR COTTAGE INDUSTRY:** An occupation which is carried on in a dwelling unit, and:

1. Is carried on only within the principal building or its accessory building.
2. Is incidental and secondary to the use of the dwelling unit for residential purposes.
3. Which conforms to the following conditions:
  - a. No exterior signs shall be erected or displayed.
  - b. There shall be no exterior storage of materials or other variation from the residential character of the principal building.
  - c. No offensive noise, vibration, smoke, dust, odors, heat or glare shall be produced.
  - d. No traffic may be generated in greater volume than would be expected in a residential neighborhood.

Should a residential property owner within Pioneer Crossing wish to pursue any of the above-defined Conditional Uses, the Conditional Use Permit process as defined in the Design Guidelines shall be followed. All of the above conditional uses require a Conditional Use Permit from the Town of Manhattan.

## 25.0 MINERAL AND WATER RIGHTS

25.1 In order to protect the scenic, recreational and wildlife values of the area, no mineral or water rights owned by Moreland Estates LLC will be assigned or conveyed to individual lot owners. Moreland Estates LLC reserves the right to convey the water rights and any mineral rights to the Property Owners' Association.

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## 26.0 PRESERVATION OF WATER RESOURCES

26.1 The owners of all lots, their guests or employees shall at all times conduct their use and activities in a manner that will preserve the integrity of the springs, ponds, streams, irrigation, water and creeks within the premises. The degradation or pollution of water quality will not be permitted. All applicable state and local guidelines and standards must be followed.

## 27.0 UTILITIES INSTALLATION AND MAINTENANCE

27.1 Moreland Estates LLC, or its designated representative shall cause the installation and maintenance of electric power, gas, cable and telephone utility service to the lot line of each individual lot. Owners shall bear all responsibility and costs from such junction to home lots.

27.2 All utilities of every nature shall be installed and maintained underground. Piping and wiring shall be concealed. Each owner shall be responsible for utility installation and maintenance in accordance with state and local regulations.

## 28.0 WATER AND SEWAGE

28.1 All improvements or structures designed for occupancy or use by humans shall be connected with domestic water provided by the Town of Manhattan. All lot owners shall hook up to the city water and sewer system when a residence is constructed on a lot. Each dwelling unit shall be equipped with a water meter and back-flow preventer of a size and type to be determined by the Town of Manhattan at the time of construction. Cost of the equipment and installation shall be at the lot owners' expense.

## 29.0 SOLID WASTE CONTAINERS

29.1 All waste containers must be approved as per the DG, and must be stored out of view except during a reasonable period prior to pick up.

29.2 Larger containers or dumpsters are only allowed during the construction phases to promote removal of construction debris, and must be stored on the lot, not in the street. These containers must be removed promptly upon completion of construction.

## 30.0 ANIMALS

30.1 No livestock, poultry or other animals, except domestic dogs, cats, birds or other small in-house pets are allowed in the subdivision. Only two (2) dogs and/or two (2) cats may be kept on any lot. Dog kennels are allowed, provided they do not exceed 10 feet by 20 feet in size and are located in the rear yards and screened or fenced from the neighbors' view. Such kennels are to be kept in a clean and odor free condition at all times. Design of kennels is subject to review by the ARC. In no event may the number of domestic pets exceed the limits as set by the Town of Manhattan.

30.2 All dogs, cats and other pets shall be strictly controlled by their owners so as not to annoy or interfere with the use of the subdivision by other owners and to prevent the interference or harassment of wild birds or animals in the subdivision or on surrounding or adjacent properties. Dogs, cats and other pets shall be kept tethered or confined on the owner's property and shall not be permitted to roam free at any time. If an animal becomes a

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nuisance, hazard or threat to persons or other animals in the subdivision, the Association may order the owner to remove such animals from the subdivision.

30.3 The commercial breeding, care, raising or keeping of animals is not allowed.

### 31.0 MAINTENANCE

31.1 Owners shall maintain home lots and improvements in good repair and appearance at all times. All landscaping improvements and property shall be kept and maintained in good, clean, safe, sound, attractive and thriving condition and in good repair at all times.

### 32.0 NOXIOUS, OFFENSIVE OR HAZARDOUS ACTIVITIES

32.1 No noxious, offensive or hazardous activities shall be permitted upon any portion of the property, nor shall anything be done or placed upon any portion of the property that is, or may, become a nuisance to others. Exterior loud speakers shall be prohibited. No sound shall be produced on any home or other portion of a property which is unreasonably loud or annoying, including but not limited to speakers, horns, whistles and bells.

### 33.0 SIGNS

33.1 No permanent signs of any type shall be permitted on any lot other than those required by governmental authorities.

33.2 One (1) real estate sign shall be allowed on a property for sale. The sign shall be no larger than 18 inches by 24 inches.

33.3 During construction, a general contractor may place one sign on a lot no larger than 24 inches by 36 inches. No sub-contractor signs shall be allowed.

33.4 During the sale of the initial lots, the developer may place signs of any sort and in any number on the property, in conformance with the Town of Manhattan sign ordinance.

### 34.0 ENFORCEMENT AND ACTION

34.1 Individual owners, Pioneer Crossing Property Owners' Association, the ARC or Moreland Estates LLC, may enforce the provisions of these protective covenants.

34.2 In the event of violation of any of these covenants, or the design regulations or additional covenants and regulations adopted pursuant to the terms of these covenants, legal proceedings may be brought in a Court of Law or Equity for injunctive relief and damages. In addition, an owner, the Association, the ARC or Moreland Estates LLC may enforce these covenants by serving notice in writing on the person or entity violating these covenants which notice shall specify the offense, identify the location and demand compliance with the terms and conditions of these covenants. Such notice shall be personally served. In the event personal service cannot be obtained after reasonable efforts, notice shall be posted at a conspicuous place on the property in question and a copy of the notice shall be mailed by certified mail, return receipt requested, to the last known address of the party or entity.

34.3 No owner, the ARC, the POA, or Moreland Estates LLC shall be liable to any person or entity for any entry, self-help or abatement of a violation or threatened violation of these

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covenants. All owners, invitees and guests shall be deemed to have waived any and all rights or claims for damages for any loss or injury resulting from such action except for intentionally wrongful acts.

34.4 Enforcement of these covenants shall be by proceedings either at law or in equity against any person or persons violating or attempting to violate these covenants, and the legal proceedings may be either to enjoin or restrain violation of the covenants or to recover damages or both. In the event of action to enforce these covenants, the prevailing party shall be entitled to costs and a reasonable attorney's fee to be set by the Court.

34.5 The failure by the Grantor or its assigns or the Association or any subsequent lot owner to enforce any covenants or restrictions contained herein shall in no event be deemed a waiver or in any way prejudice the right to enforce that covenant at any time against any person breaking the covenant or any other covenant breached thereafter or to collect damages for any subsequent breach of covenants.

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

34.7 All of the above described real property and lots shall be subject to the restrictions and covenants set forth herein whether or not there is a reference to the same in a deed or conveyance.

34.8 A breach of any of the foregoing restrictions or covenants shall not defeat or render invalid the lien of any mortgage, Montana trust indenture or deed of trust made in good faith and for value upon any lot or portion of the real property or any improvements thereon. However, these restrictions and covenants shall be binding upon and inure to the benefit of any subsequent owner who acquired by foreclosure, trustee or otherwise, title to Pioneer Crossing property.

### **35.0 PERPETUITY**

35.1 These covenants shall continue in full force and effect and shall run with the land as legal and equitable servitude in perpetuity unless amended as set forth herein.

### **36.0 AMENDMENT**

36.1 These covenants shall remain in effect until amended or terminated. The covenants, or any portion thereof, may be amended, terminated, or supplemented at any time by the execution of a written document containing the terms of the amendment, supplement or termination of any of the covenants, duly acknowledged by a Notary Public, and recorded with the office of the Gallatin County Clerk and Recorder, executed by the President of the Property Owner's Association once the amendments have been approved by at least seventy-five percent (75%) of the owners of the property based on one vote per lot.

36.2 Any covenant which is included herein as a condition of final plat approval and required by the Manhattan Town Council shall not be amended or revoked without the mutual consent of the owners, in accordance with the amendment procedures in the covenants, and the Manhattan Town Council.

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### 37.0 SEVERABILITY

37.1 Captions and paragraph headings are designated herein as a matter of convenience. A determination of invalidity of any portion of these covenants shall not in any manner affect the other portions or provision.

### 38.0 ADMINISTRATION, MANAGEMENT AND REGULATION

38.1 PIONEER CROSSING PROPERTY OWNERS' ASSOCIATION— Declarant hereby establishes the Pioneer Crossing Property Owners' Association, which shall be incorporated as a non-profit corporation under the laws of the state of Montana. The Association is and shall be constituted, conduct its business and shall have the authority and responsibility as provided herein and in the Articles of Incorporation and Bylaws of said corporation. Upon acquiring an ownership interest, each site owner shall be responsible for notifying the Association of his acquisition of ownership, and registering with the Association his current mailing address. Thereafter, each owner shall promptly notify the Association in writing of any change. All notices, demands, and other communication to any owner shall be sufficient if personally served or if delivered by postage pre-paid United States mail, certified, return receipt requested, addressed to the owner at the last known mailing address registered with the Association. Each owner shall be bound by the Bylaws and duly passed resolutions, rules, and regulations of the Association.

38.2 ARCHITECTURAL REVIEW COMMITTEE— Declarant hereby establishes an Architectural Review Committee (ARC) for Pioneer Crossing.

The initial ARC shall consist of Three (3) members appointed by the Declarant, Moreland Estates, LLC until such time as 90% of the total number of lots in Pioneer Crossing have been sold to third parties. Thereafter, the ARC shall consist of not less than three (3) nor more than five (5) members appointed by the Board of Directors of the Pioneer Crossing Property Owner's Association.

The ARC shall have the authority to adopt and revise design guidelines and construction and site planning regulations, not inconsistent with these covenants, as shall be reasonable and necessary to exercise its authority and its duties as set forth in these covenants. Such design guidelines (DG) shall be set forth in a separate document entitled "Design Guidelines for Pioneer Crossing and Centennial Village." The DG are incorporated herein by this reference and shall be enforceable as if stated in full herein. Because the building industry is continually developing new methods of construction and better materials, Delcarant expects the DG may change and improve over time. Accordingly the DG shall not be recorded with the Clerk and Recorder of Gallatin County, Montana. It shall be the obligation of each property owner to obtain a copy of the current DG, which shall be available upon request from the Association.

The Town of Manhattan has additional requirements, including zoning regulations, construction codes and a building permit process which is separate and in addition to the design review provided for by these covenants and the DG. Approval by the ARC neither represents, nor shall the ARC offer an opinion as to whether the plans and specifications conform to the building codes or state and local requirements.

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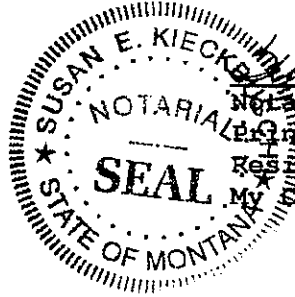
DEVELOPER:

MORELAND ESTATES, LLC, a Montana limited liability company


By: *Kenneth Vidar*  
Kenneth Vidar, President of Vidar Co., Inc.,  
Its Managing Member

STATE OF Montana )  
 ) : ss  
County of *Gallatin* )

This instrument was acknowledged before me on the *17<sup>th</sup>* day of February, 2008, by Kenneth M. Vidar, President - Vidar Companies, Inc. - for the purposes above stated.



*Susan E. Kieckhefer*  
Notary Public for the State of *Montana*  
Printed Name *Susan E. Kieckhefer*  
Residing at *Bellevue, MT*  
My Commission Expires: *July 25, 2010*

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