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Charlotte Mills-Gallatin Co MTMISC 259.00

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
AND BYLAWS**

FOR

**FALCON HOLLOW
GALLATIN COUNTY, MONTANA**



INTRODUCTION

It is the general intent of this document to establish the legal authority for and to list the Covenants that pertain to the various properties (i.e. single family residential, condominium and commercial) within the Falcon Hollow Subdivision and to establish the Falcon Hollow Property Owners Association, Board of Directors and Architectural Review Committee.

The Falcon Hollow Subdivision includes various land use areas that are subject to these Covenants with certain areas having specific requirements appropriate for those areas and uses. The intent of the Covenants is to achieve compatibility between the different land use categories so that the entire community maintains an esthetic continuity and property values are protected and the health, safety and welfare of the population is maintained. Below are the existing and proposed areas within the Falcon Hollow project and the uses thereof. Falcon Hollow includes: 88 duplex and four-plex condominiums, 6 commercial lots, 1 fire station and 32 single family residential lots. It is the intent that these Covenants, Conditions and Restrictions shall apply to all areas and lots within Falcon Hollow. However, because certain areas may have specific requirements that are appropriate only for that specific area or use, some of the Covenants apply only to commercial, some only to residential and some only to condominiums as specifically set forth and noted herein. Unless otherwise stated, the Covenants shall apply to all lots within Falcon Hollow.

Falcon Hollow will be developed in phases. The first phase shall be made up of condominiums. The remaining phases will be made up of single family housing and commercial areas. These covenants will necessarily need to be amended to include descriptions of the commercial, single family residential and additional common areas once the phases are completed and added in.

The Covenants detail how the various properties within Falcon Hollow are to be developed and maintained beyond the minimum requirements of the Gallatin County/Bozeman Area Planning District. More specifically, the Covenants define how buildings and properties within Falcon Hollow are to be designed, landscaped and maintained. Unless otherwise noted, these Covenants, Conditions and Restrictions apply to all lots within Falcon Hollow.

Subject to the provisions herein, when a lot is purchased in Falcon Hollow, the owner automatically becomes a member of the Falcon Hollow Property Owners Association. The Owners Association is run by a Board of Directors. It is the Board of Directors duty to implement, administer and enforce all the Covenants including protection and maintenance of common areas, buffer easements, roads, stormwater facilities, irrigation ditch maintenance, common utility facilities and other assets common to the Property Owners Association.



These Covenants, Conditions and Restrictions acknowledge that the condominium area will, by necessity, need to have its own association pursuant to the Condominium Unit Act. To this end, each unit owner shall be a member of the Falcon Hollow Property Owners Association as well as a member of the Condominium Association. The Condominium Association shall have its own Declaration, rules and assessments which the condominium unit owners shall also be subject to, in addition to being subject to the Falcon Hollow Property Owners Association.

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND BYLAWS
FOR FALCON HOLLOW SUBDIVISION**

This First Declaration, made on the date hereinafter set forth by Developer hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Gallatin, State of Montana, which is more particularly described as:

Tract B of Certificate of Survey No. 2031, located in the NE1/4 of Section 17, Township 2 South, Range 5 East, M.P.M., Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. Previously recorded as Document Number 2241053 on 09/08/2006; and

Tract A of Certificate of Survey No. 2031, located in the NE1/4 of Section 17, Township 2 South, Range 5 East, M.P.M., Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. Previously recorded as Document Number 2249493 on 11/29/2006; and

Tract I of Dependent Survey No. 17A, being part of Dependent Resurvey No. 17, located in the Northeast Quarter of Section 17, Township 2 South, Range 5 East, P.M.M., Gallatin County, Montana, said survey being on file in the office of the County Clerk and Recorder of Gallatin County, Montana. Previously recorded as Document Number 2249494 on 11/29/2006.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.



ARTICLE I. GALLATIN COUNTY PLANNING DEPARTMENT REQUIRED COVENANTS

1. The Property Owners' Association and Condominium Association shall be responsible for the control of County-declared noxious weeds. In order to comply with the Noxious Weed Management Plan of the District and the Montana County Noxious Weed Control Act, the District requires that the following items be addressed in the covenants of each subdivision within Gallatin County.

(a) Landowners are responsible for noxious weed control on their own individual lots as stated in the Montana County Noxious Weed Control Act (7-22-2116) and according to the District's Noxious Weed Management Plan.

(b) The Property Owners Association and Condominium Association is responsible for noxious weed control in each of their respective parks, open spaces, community areas, trails and roadways within the subdivision. The Owners Association will also act as the contact point for any noxious weed complaints within the subdivision.

The control of noxious weeds by the Property Owners Association and Condominium Association on those areas for which the Owners Association is responsible and the control of noxious weeds by individual owners on their respective lots 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 Owners Association, the Owners 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. The Property Owners Association and Condominium Association is responsible for control of state and county declared noxious weeds in the subdivision's parks, open spaces, community areas, trails and roadways.

2. All new dwellings or home business occupancies built prior to the provision of an adequate water supply for fire fighting purposes shall be constructed with an automatic fire sprinkler system meeting the requirements of NFPA I 3D/Uniform Fire Code. The fire district shall receive a stamped set of engineered sprinkler system plans for review and approval prior to construction. Inspections shall be scheduled, with 48-hour notice, during construction and after completion.

3. All structures shall be assigned by the Gallatin County GIS Department

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



5. The property owners' shall be responsible for maintenance of interior subdivision roads, parks and open space.
6. All fences bordering agricultural lands shall be maintained by the property owners, in accordance with state law.
7. The maintenance of all exterior boundary fences shall be shared equally with adjacent homeowners.
8. Common open space shall be preserved and maintained for passive recreation, wildlife habitat, protection of scenic and unique or important natural features including delineated wetlands, its water and vegetation.
9. Membership in the owners' association shall be mandatory for each lot or unit owner. Each lot or unit owner shall be required to pay such fees as the board of directors of the association deem appropriate for real estate taxes, insurance and the maintenance of the common open space and park areas.
10. The owners' association shall be responsible for liability insurance in an amount to be determined by the board of directors of the association, which insurance shall name Gallatin County as a loss payee.
11. A portion of the assessments levied by the board of directors of the owners' association shall become a lien on the lots within the subdivision in the event the taxes on the open space become delinquent. The board of directors shall adjust the assessments on the taxes on the common open space increase.
12. Ownership shall be structured in such a manner that real property taxing authorities may satisfy tax claims against the common open space lands by proceeding against individual owners in the owners' association and the dwelling or building units they own.
13. The subdivision site is within the Seismic Zone 3 area and therefore all structures must be built in compliance with state building codes.
14. All structures shall be constructed in compliance with Montana State adopted codes for construction, including codes for Seismic Zone 3, and the National Fire Codes.
15. Title to the common open space within the subdivision shall vest in the owners' association and be maintained and controlled by the board of directors of the association. The Association shall be responsible for the operation and maintenance of parks, trails and common areas within the subdivision once 95% of the lots are sold, or until Declarant transfers ownership of the same to the association, whichever occurs first. The Association shall be responsible for acquiring and maintaining appropriate liability insurance on the same.
16. Any covenant which is included herein as a condition of the preliminary plat approval and required by the County Commission shall not be amended or revoked without the



mutual consent of the owners, in accordance with the amendment procedures in the covenants, and the County Commission.

- 17. All lots shall have only one driveway access. Each driveway access point must be at least seventy-five (75) feet from the nearest road intersection.
- 18. The artificial feeding of all big game wildlife shall be prohibited, including providing by food, garbage or other attractant.
- 19. All garbage shall be stored in animal proof containers or be made unavailable to animals.
- 20. Owners acknowledge that wildlife damage to landscaping will occur. Owners shall accept that risk and shall not file claim against the Owners' Association or any other governing body for such damages.
- 21. Pets shall be controlled by each homeowner, and not allowed to roam within the subdivision.
- 22. The taking of any wildlife species within the property is prohibited, except for catching fish.

ARTICLE II. FIRE PROTECTION REQUIRED COVENANTS

All inhabitable structures or buildings (including mobile and modular buildings or homes and others) with any residential or commercial capacity or use shall have a fire sprinkler system installed. Any building within 50' of a building equipped with a fire sprinkler system shall have a fire sprinkler system installed.

- 1. General Fire Protection Requirements.
 - A. Any fire protection covenant required as a condition of the preliminary or final plat approval and required by the fire protection authority having jurisdiction may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in the covenants and the Gallatin County Commission. The Gallatin County Commission shall consult the Fire Protection Authority having jurisdiction(RFSA) prior to adoption or amendment of the fire protection covenants.
 - B. Prior to any construction of any structure, the property owners, through the properly organized property owners association(or a committee of property owners of a properly organized property owners' association) shall review and approve all proposed building projects within the subdivision. The property owners(or their appropriately organized committee) shall not approve any construction that is not in complete compliance with all the fire protection requirements.
The fire protection authority having jurisdiction shall be made a party to these covenants, for the purposes of enforcing these fire protection covenants.



Compliance with the fire protection covenants and requirements is the responsibility of the property owner. The property owners are responsible for the enforcement of the fire protection covenants. Any action(including but not limited to legal, administrative, clerical, engineering, and others) taken by the RFSA in enforcing any of these fire protection requirements and covenants shall be at the expense of the owner of the property that is the subject of the enforcement action.

C. Addressing Posted - Addresses shall be assigned by Gallatin County GIS.

Addresses shall be posted at the intersection of the driveway and the subdivision or public roadway and shall be constructed of 4 (four) inch letters of a retro reflective material(i.e. Scotchlite[3M]) on a contrasting, retro-reflective material surface on a metal background. The requirement applies to all buildings.

The address signs shall be placed at the intersection of the driveway and the subdivision roadway, on the same side of the roadway that the structure is located. The address signs shall face both directions of travel of the roadway serving the driveway. Driveways off of cul de sacs shall post a minimum of one sign facing the direction of travel toward the driveway. The address sign and the mounting post for the address sign shall be metal. The address sign shall be posted a minimum of 3 feet above ground level. Addresses shall be posted in compliance with this requirement prior to any construction activity.

D. All buildings shall be built in compliance with the current editions of the NFPA 1/Uniform Fire Code and the currently adopted building code or successor building codes adopted by the authorities having jurisdiction.

E. Alternative Fire Protection Features or Systems - Alternative fire protection technologies, means, features or systems may be approved by the RFSA. The alternatives may be approved only where the property owner provides fire protection equivalent to or greater than required in these requirements.

F. Fire Apparatus Access and Driveways - Fire apparatus shall be able to park on a roadway or driveway within 150 feet of all parts of the exterior of the building. All cul de sacs shall have a 50 foot radius of finished roadway surface built in compliance with the road standards of Gallatin County. Parking on the roadway in the cul de sac and within 20 feet of the intersection of the cul de sac and the connecting roadway is prohibited. Vehicles parked in violation of this condition shall be towed at the owner's expense, by the property owner's association or the RFSA. This parking restriction shall be posted in manner approved by the RFSA and at the expense of the property owner's association.

To allow for emergency vehicle access to structures, the property owner shall provide a driveway meeting the following requirements. A minimum unobstructed finished driving surface of 12 feet and a vertical clearance of 15 feet for driveways. Driveway approaches shall be constructed to allow for a 50 foot turning radius for approaching fire apparatus from the approaching lane. Driveways shall be completed prior to occupancy.



- G. Separation between structures required - Any structure not required by these fire protection covenants to have fire protection sprinkler systems installed shall be located so as to be separated from any other structure, or part thereof, by a distance of 50 feet measured from the closest part of each structure.
 - H. Future performance of fire protection features, and use of fire protection features by RFSA - All fire protection features shall be maintained to their original design requirements in perpetuity by the property owners of the Subdivision. The RFSA shall, in perpetuity, have unrestricted use of all fire protection features at no expense to the RFSA.
 - I. All structures with any residential or commercial use shall have installed a lock box for building keys and contact information for the occupants. The property owner is responsible for keeping the keys current with the building locks and the contact information up to date for the current owner or occupant(s). The lock box must contain 4 sets of master keys for all exterior accesses to the building and master keys for all interior doors. The lock box, the mounting location, selection of keys, contact information and other matters related to the key lock boxes shall be approved by the RFSA prior to occupancy and installed prior to any occupancy of the structures.
 - J. Effect of Nonpayment of Fire Protection Costs - Any fire protection cost, including but not limited to enforcement costs, not payed within thirty(30) days after the due date shall bear interest from the due date at the rate of 10 percent(10%) per annum. The property owner's association or the RFSA may bring an action at law against the owners obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the fire protection cost provided for herein by non-use of the open space or by abandonment of their lot.
Upon delivery of the notice of fire protection costs to the owner, the assessment shall be a lien upon the owner's lot until paid. The property owner's association and or the RFSA may record the notice of lien with the Clerk and Recorder of Gallatin County, Montana. In the event of non-payment within thirty days(30 days) after the recording of the notice of lien, the property owner's association or the RFSA may foreclose the lien in the manner set forth under Montana law for the foreclosure of liens against real property. The property owner's association or the RFSA is entitled to collect during an action for delinquent fire protection costs any and all responsible attorney fees and costs, and any other administrative costs, including but not limited to engineering, clerical, and others, accrued prior to and in association with the collection of delinquent fire protection costs.
2. Fire Protection Sprinkler Systems Required
- A. All inhabitable structures or buildings(including mobile and modular buildings or homes and others) with any residential or commercial capacity or use shall have fire sprinkler systems installed. The fire sprinkler systems shall be designed and engineered(with appropriate stamps and signatures) by a professional engineer licensed in Montana and approved by the RFSA and installed in accordance with the current edition of the appropriate National Fire Protection Association



Standard for the building and its use. All commercial buildings or buildings with any commercial capacity or use, or any multi occupancy residential capacity or use, shall have installed a fire sprinkler system that is fully compliant with NFPA 13.

The water supply for the fire sprinkler system shall be tested by actual field measures performed by a professional engineer licenced in the State of Montana. The engineer performing the field measures of the fire sprinkler water supply shall provide written certification of the performance of the fire sprinkler water supply and that the performance of the water supply meets the water flow requirements for the fire sprinkler system in the structure. The RFSA may witness the field measures of the fire sprinkler water supply.

The property owner shall provide the RFSA with a copy(signed and stamped by a professional engineer, licensed in Montana and approved by the RFSA) of the fire protection sprinkler system plans 14 days prior to their installation.

Prior to occupancy of the building the property owner shall provide the RFSA with written certification by a professional engineer(licensed in Montana, and approved by the RFSA) that the fire protection sprinkler system and fire alarm system has been installed and tested in compliance with the appropriate NFPA standard, as approved by the RFSA, and is fully operational.

- B. The property owner is responsible for the condition of the fire sprinkler system. All fire protection sprinkler systems shall be properly maintained by the property owner to provide at least the same level of performance and protection as their original design. Any modification to the interior arrangement or use of any building required to have a fire protection sprinkler system installed, shall result in the fire protection sprinkler system being re-engineered and updated to the new arrangement and use of the building using the requirements of these covenants.
- C. Buildings requiring fire sprinkler systems shall have a smoke detection and alarm system meeting or exceeding the requirements of the current edition of the applicable National Fire Protection Association Standard including but not limited to NFPA 13, NFPA 72(National Fire Alarm Code), the Uniform Building Code, and other referenced standards or codes. Buildings with any commercial capacity or use, or multi occupancy residential capacity use, shall have installed a fully addressable, fire detection, alarm, and fire sprinkler flow system with off site, central station monitoring approved by the RFSA.
- D. The following Fire Protection Sprinkler/Fire Alarm System Project Tracking Process shall be used in all circumstances where a structure has a fire protection sprinkler system installed as part of compliance with the Fire Protection Covenants. The Tracking Process shall be administered by the RFSA and may be assigned by the RFSA to an appropriate committee of the property owners'' association(once it is properly organized). If this process is assigned by the RFSA to a committee of the property owners'' association, the property owners'' association shall accept and execute this program responsibility at its expense.



Compliance with all fire protection requirements is the responsibility of the property owner. Enforcement of all fire protection requirements is the responsibility of the property owners’ association. The Tracking Process requirements are as follows:

- E. The property owner shall provide 14 day written notice, to the RFSA, of intent to build a structure with fire protection sprinkler system and, where applicable, fire alarm system. A plan review fee will be paid by the developer/owner to the RFSA. A reasonable fee schedule shall be determined by the RFSA. In lieu of a plan review fee and at the discretion of the RFSA, the RFSA may require a third party review(selected by the RFSA) of the plans at the expense of the property owner.
- F. The property owner shall provide written certification, to the RFSA, by a professional engineer(licensed in Montana and approved by the Rae Fire Service Area) that the fire protection sprinkler system and, where applicable, fire alarm system, are installed and fully operational prior to enclosure with sheet rock or interior wall covering installation. The RFSA shall be permitted to witness the testing. The property owner shall provide the RFSA with a minimum of 48 hours advanced notice of the pre-enclosure inspection.
- G. Prior to occupancy, the property owner shall provide written certification, to the RFSA, by a professional engineer(licensed in Montana and approved by the Rae Fire Service Area) and the owner that all fire protection requirements, including but not limited to the acceptance tests for the fire sprinkler system(in compliance with applicable NFPA standards), have been met. The RFSA shall be permitted to witness the checklist inspections required in this section. The owner of the property shall provide the RFSA with a minimum of 48 hours notice of all the checklist inspections and related performance tests.
- H. Occupancy shall be permitted only when all Fire Protection Requirements have been met, fire protection systems are fully compliant and operational, and related field measures have been completed and in compliance with applicable requirements as determined by the RFSA.

ARTICLE III. DEFINITIONS

- 1. “Association” shall mean and refer to Falcon Hollow Property Owners Association, its successors and assigns.
- 2. “Condominium” shall mean any part of the Falcon Hollow Subdivision in which portions of the real estate (i.e. Units) are designated for separate ownership and the remaining real estate is designated for common ownership and undivided interest solely by the owners of the Units.
- 3. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties. Owner shall also include the purchaser under a Contract for Deed.



4. "Developer" shall mean the original Developer of Falcon Hollow Subdivision, namely Peregrine Development, LLC.
5. "Property" or "Properties" shall mean and refer to that certain real property here in before described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
6. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision of the properties.
7. "Unit" shall mean and refer to each individual unit within a condominium. For purposes of voting and assessment, each condominium unit shall be treated as a lot. By way of example, each unit in a condominium shall be entitled to one vote in the Falcon Hollow Property Owners Association and shall be assessed as if that unit was a lot. Since there will be 88 condo units, there will be 88 units voting. In other words, the term "Lot" shall refer to the term "unit" for the purposes of assessment and voting purposes within the Falcon Hollow Property Owners Association.
8. "Declarant" shall mean and refer to original Developer/Subdivider as referred to in section 3.
9. "Common Areas " shall mean and refer to all areas depicted on the plat as common areas, and more specifically described as open area, parking/snow storage area and parks, all as shown on Plat J-473 of Falcon Hollow Subdivision first filing as recorded in the records of Gallatin County, Montana. Common Areas shall also mean and refer to all areas depicted as common areas on all subsequent phases of Falcon Hollow Subdivision Plats.
10. "Residential Single Family Areas" shall mean and refer to all areas depicted on future plat(s) as residential in subsequent phases of Falcon Hollow Subdivision.
11. "Commercial Areas" shall mean and refer to all areas depicted on future plat(s) as commercial in subsequent phases of Falcon Hollow Subdivision.
12. "Condominium Areas" shall mean and refer to all areas depicted on the final plat as said plat being recorded as document #2280897 and more specifically described as Block 1, Lots 1-9, Block 2, Lots 1-8 and Block 3, Lots 1-9 all as shown on Plat J-473 of Falcon Hollow Subdivision First Filing as recorded in the records of Gallatin County, Montana.
13. "Committee" or "Architectural Review Committee" shall mean the Falcon Hollow Architectural Review Committee as established and set forth herein.



- 14. "Subdivision" shall refer to all of that certain property as hercin before described and such additions thereto as may hereafter be brought within the jurisdiction of the Association, and more commonly referred to as "Falcon Hollow".
- 15. "Member" shall mean and refer to each lot or unit owner including the Declarant. Membership in the Association shall be appurtenant to and may not be separated from ownership of a lot or unit.

ARTICLE IV. PROPERTY OWNERS' ASSOCIATION BYLAWS, MEMBERSHIP AND VOTING RIGHTS

1. Formation & Assessment

The Owners hereby establish a Property Owner's Association, which shall be a Montana non-profit corporation, for the purpose of promoting, developing and operating the subdivision. The commercial, single family residential and condominium areas shall all belong to one Association that shall be made up of all lot or unit owners. This Association shall be called Falcon Hollow's Property Owners Association. The Association shall adopt these Bylaws for the administration of the Association. These Bylaws, as adopted and as properly amended, shall be binding upon all owner's Lots and Units in the subdivision. Every Owner of a Lot or Unit which is subject to assessment shall be a member of the Association and membership is automatic and mandatory for owners of lots and units. Every member shall be entitled to one vote on any association business. Multiple owners of a single lot or unit have one collective vote. However, until such time as 95% of Falcon Hollow Subdivision lots or units have been conveyed to third party buyers, the original Developer shall be entitled to two votes for each lot owned by Developer. After 95% have been sold, Developer shall have one vote for each lot or unit owned by developer. Membership shall be appurtenant to and may not be separated from ownership of any Lot or unit which is subject to assessment. Membership shall transfer with the sale of a lot or unit to the new owner. Each lot or unit owner shall be responsible for advising the Association of his or her acquisition of ownership, of his or her mailing address, and of any change in the same.

2. Directors

The term "Directors" shall mean the Original Developer until 95% of the lots or units have conveyed to third party buyers or until developer appoints three members to serve, whichever shall occur first. Thereafter Directors of the Association shall consist of at least three lot owners who shall be elected at the annual meeting by a simple majority of the members of the Association. The Board shall consist of one commercial area member and one residential area member and one condominium area owner. That Board of Directors shall be elected for a term set by a simple majority of the membership but not less than one year and no longer than three. Each director shall serve until replaced by his successor. Any vacancy in the Board of Directors



occurring before the next annual meeting of the members shall be filled by appointment by the remaining directors.

3. Director's power

The Directors shall have the authority to act on behalf of the Association and its members as shall be reasonably necessary to carry out the purposes of the Association and enforce these Covenants. The Directors shall act by majority vote. The officers of the Association shall follow the directions of the majority vote of the Directors. Directors shall have the right to fill any vacancies on the board of directors.

4. Initial Director and Architectural Review Committee

The Developer shall serve as the Director and Architectural Review Committee until such time as 95% of the lots have been conveyed to third party buyers, or until developer appoints three persons to serve until such time as the Association appoints new persons, whichever shall occur first. Thereafter, Committee members shall be designated by the board of directors. There shall be at least three members and no more than seven. There shall be at least one member of the commercial area and at least one member of the residential area and at least one member from the condominium area on the Committee Board.

5. Officers

Directors shall also serve as officers who shall be designated by a simple majority of the members at the annual meeting unless and until a majority of the members vote to have officers elected separate and apart from the directors.

6. Officer duties

The duties of each of the officers shall be as follows:

- a. President. The President shall preside over all meetings of the Association. He shall call the membership together whenever necessary. The President shall be the general administrative and executive officer of the Association. He shall perform such duties as may be specified, and exercise such powers as may be delegated to him by the Association.
- b. Vice President. The Vice President shall exercise the powers of the President in the absence of the President.
- c. Secretary/Treasurer. The Secretary shall give notice of all meetings of the Association and shall keep a record of the proceedings of the meetings of the Association. He shall be authorized to sign, on behalf of the Association, all records, documents and instruments when such are authorized to be signed by the



President of the Association. He shall exercise such other duties as may be designated by the President and shall keep minutes of all the proceedings of the Association.

The Treasurer shall keep and maintain adequate and correct accounts of the properties and business of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains and losses of the Association. He shall prepare and render such periodic accountings as shall be required of the Association.

- d. All disbursements of Association funds shall be signed by both the Treasurer and the President.

7. Vacancies

A vacancy in any office of the Association shall be filled by appointment by the Board of Directors until the next annual meeting or his/her successor is duly appointed or elected.

8. Meetings

The annual meeting of the Association shall occur at a time set by the directors, and properly noticed. Any special meeting may be called by the President, or in his absence, by the Vice President. In addition, a special meeting shall be held upon call of 50% of the owners. Special meetings shall require 48 hours notice, in writing. Notice of annual and special meetings shall be mailed to owners at the address for each owner which is listed as such on the official plats and records of Gallatin County, as maintained by the Clerk and Recorder, Gallatin County, or at such address as shall be designated, in writing, by owner. The presence of members representing a simple majority of the total votes of the membership shall constitute a quorum.

9. Voting approval

Any proposed action must be approved by a simple majority of the quorum of the total membership of the Association. If a quorum of the total membership is not present, then any proposed action cannot be voted upon. Members who were not present in person or by proxy may give their assent to any action in writing, provided the same is received by the appropriate officer of the Association not later than ten (10) days from the date of such meeting wherein the action is voted on.

10. Power of Association

The Association, acting through its Board of Directors, shall have the power and authority to take such actions as shall be necessary or reasonable to care for, protect and maintain the common areas, easements, roads, storm water facilities, common utility facilities and other assets that are shared in common by all lot owners; to enforce these Covenants; to collect assessments; to set annual and/or special meetings; and to act in any other matters set forth



herein or which may serve the development, including the formation of special improvement districts, improvement districts for upgrades, either public or private, park districts, water and sewer matters, shade tree district or other improvement districts for such improvements as the Association shall approve.

11. **Annual Meeting and Budget**

The Association shall hold an annual meeting each year at such date, place and time as shall be set by the Board of Directors. At the annual meeting, the members shall review and approve a budget for the next year and shall elect Directors, and shall conduct such other business as shall be reasonable or necessary to carry out the purpose of the Association.

The annual meeting of the Board of Directors shall be held immediately after the annual meeting of the members. At the annual meeting, the Directors shall elect a President, Vice President and Secretary/Treasurer for the Association from among the Directors.

12. **Membership**

For the purpose of determining membership at any meeting of the property owners association a person or entity shall be deemed to be a member upon the recording of a duly executed deed to an owner or upon the recording of a Notice of Purchaser's Interest or an Abstract of Contract for Deed showing a contract purchase by an owner of any lot within the property. The legal title retained by the vendor selling under contract shall not qualify such vendor for membership nor shall residents who are renters.

Foreclosure of a mortgage, trust indenture or the termination or foreclosure of a contract for deed wherein title is vested in the mortgagee, beneficiary or original seller on a contract or repossession for any reason of a lot or unit sold under a contract shall terminate the vendee's membership, whereupon all rights to such membership shall vest in the legal owner.

ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENT

1. **Creation of the Lien for Personal Obligation of Assessments**

The Owner of any Lot or unit by acceptance of a Contract of Sale or a deed therefore, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association (a) annual assessments or charges and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due.



The Association has the authority to impose reasonable charges for interests and penalties for overdue payments.

The Association Board of Directors must first obtain the approval of a majority of the membership interests before:

- a) making any assessment for a capital improvement costing in excess of \$5,000.00;
- b) mortgaging, encumbering or otherwise disposing of any Property of the Association in excess of \$2,000.000.

2. Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and to maintain and care for the properties and common areas pursuant to this document.

3. Annual Assessments

Annual assessments shall be determined by the Board of Directors, provided, however, that from and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may not be increased each year more than ten percent (10%) above the maximum assessment for the previous year without the vote or written assent of a simple majority of the membership. The first annual assessment for each Lot shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each deeded Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be established by the Board of Directors. 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 specific Lot or Unit have been paid.

4. Notice

Notice for any action authorized under 3 shall be sent to all members not less than ten (10) days in advance of the meeting.

5. Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate for all deeded Lots or units. Assessments must be made upon the pro-rata share of each lot or unit based upon the total assessment cost divided by the total number of lots and units.

6. Delinquent Dues and Assessments

After any dues or assessments have been delinquent for a period of two months or more, the Association may mail to the owner a notice of delinquency. After any dues or assessments have



been delinquent for a period of four months or more, the Association shall be entitled to file a lien against the owner's property, provided said Association has given notice of delinquency 30 days in advance which shall be filed in accordance with the provisions of Title 71, Chapter 3, M.C.A. The Association shall have all rights and remedies as provided herein. Such lien may be foreclosed upon in like manner as a mortgage on real Property with a right of redemption, which foreclosure proceeding may include the addition of court costs and attorney's fees. If there is more than one owner of an interest in a lot, each such owner shall be jointly and severally liable for any and all unpaid assessments for that lot.

7. **SID and RID Waiver and Water and Sewer Hook-up Fee**

The Declarant and each Lot or Unit Owner, by entry into an agreement to purchase a Lot or Unit and taking title to the same, **waive the right to protest** any special improvement district created and of public record in existence prior in time to Owner receiving title to any Lot or Unit. In this regard, Owner, prior to taking title to a Lot or Unit, is advised to review or seek advice with respect to the public record in the Gallatin County Clerk and Recorder's Office.

Each Lot or Unit owner shall be required to pay a one-time hook-up fee of \$2000.00 per hook-up in order to hook-up their unit or lot to the Rae Sewer and Water District.

8. **Park and Common Areas**

The Association shall be responsible for the initial seeding and landscaping of the parks and common areas. The Condominium Association shall be responsible for the seeding and maintenance of the common areas and Parks

ARTICLE VI: COMMON AREAS

1. **General**

All Common Areas, as depicted on the final plat shall be reserved in perpetuity as common areas. Each property owner shall have the right to use and enjoy the common areas and facilities, if any. The Association shall be fully responsible for all liability insurance, taxes, assessments and maintenance of all common areas and facilities placed or transferred to the Association. The Property Owners' Association shall assess each lot or unit owner their proportionate share of these expenses, based upon the formula set forth herein for all other assessments. Ownership and control of common areas shall transfer to the Association when 95% of the lots have sold or when Declarant transfers ownership of the same, whichever occurs first. At such time as ownership is transferred, the Association is obligated to accept the same.

The Property Owners Association shall be responsible for landscaping the common areas and maintaining the same. The Property Owners Association shall have one year from final plat approval in which to landscape the common areas, as set forth in the landscape plan attached hereto as Exhibit "A".



2. Road maintenance and snow removal

The maintenance and snow removal shall be the responsibility of the Property Owners' Association. The cost of the same will be assessed on a pro rata basis. Road signs will be placed and designed as approved by the Committee and in conformance with County regulations. Noxious weeds along roadways and lots will be controlled in accordance with the County Weed Supervisor's recommendations and enforced by the Property Owners' Association.

ARTICLE VII: SIDEWALKS/DRIVEWAYS-PARKING

Sidewalks shall be installed by owner on both sides of the streets at the time houses or buildings are constructed on individual lots. Upon the third anniversary (3 years) of each final plat phase recordation, any 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 that said Lot Owner shall fail to do so, the Association may do so and the cost shall be added to and become a part of the assessment to which such Lot is subject.

All driveways and parking areas or spaces are to be concrete or asphalt.

ARTICLE VIII: UTILITIES

1. Refuse Disposal

No part of the above described property shall be used or maintained as a dumping ground for rubbish, trash or garbage. Each lot owner is responsible for the removal and cost of removal of their garbage. All waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall comply with all applicable laws and regulations. All residential garbage cans shall be kept inside of garages until the day of pickup and immediately returned after they have been emptied. All commercial and condominium lot owners shall screen their garbage cans/dumpsters appropriately from view.

ARTICLE IX: EASEMENTS

Easements for roads, drainage, electricity, telephone, lighting, water, sewer, cable television and all other utilities, pedestrian traffic, or any other service or utility shall be, and hereby are, granted and reserved as shown on the plat. Such easements shall not interfere with and shall be subject and servient to any and all buildings subsequently erected in such areas, the easements herein provided for shall by-pass such buildings.

All utilities, pipes, wires and service lines shall be buried. Satellite television dishes may be allowed but the location, size and color shall be approved by the Architectural Committee and the Architectural Committee may require shrubbery around the same.



All road easements as shown on the plat shall include a corresponding easement for drainage, electricity, telephone, lighting, and all other utilities along or under such roads.

Easement areas may be landscaped so as to enhance their appearance so long as the landscaping does not interfere with the use of the Property as an easement.

No utility service line or facility shall be installed or replaced without the prior approval of the Owners or the Architectural Committee. All easement areas must be restored, at the expense of the utility or service entity doing such work, to as near the condition as existed previous to such work as possible. In the discretion of the Architectural Committee or Owner, a bond may be required of the utility, installer or service entity to insure compliance with this provision.

At no time will patios, barbecues, fences or other structures be placed upon any utility easement within the exterior boundary of a Lot.

ARTICLE X: ARCHITECTURAL CONTROLS

1. Creation - Membership

There is hereby created an Architectural Committee which is herein referred to as the "Committee" or the "Architectural Committee", which shall be the developer until 95% of the lots are sold or until developer appoints three persons to serve until such time as the Association appoints new persons, whichever shall occur first. After that point, the Committee shall consist of three (3) persons, appointed by a majority of the Property Owners. Architectural Committee members shall serve staggered three year terms. The Committee shall be made up of at least one member from the commercial area and at least one member from the residential area, and at least one member from the condominium area.

2. Selection

If no successor is appointed by a majority of the Property Owners on or before the expiration of an individual member's term, the Architectural Member shall be deemed to have been re-appointed for another term.

On the death or resignation of an individual member, a replacement shall be selected by the remaining members of the Architectural Committee to fill out the unexpired term.

3. Purpose

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

4. Committee Review



No parking lots, construction, reconstruction, alteration, remodeling, landscaping, fence, wall or other improvement shall be placed, constructed, erected, repaired, restored, reconstructed, altered, remodeled, added to or maintained on any lot until building drawings, plans and specifications (which must have been prepared by a licensed architect for all construction, reconstruction, alteration or remodeling), and such other information as the Architectural Committee may reasonably require, including without being limited to, colors, building materials and models, have been submitted to, and approved by, a majority of the Architectural Committee in writing; nor may the same be commenced until the Architectural Committee shall have issued a permit allowing for such improvements.

5. Conformity to Codes

The Architectural Committee shall require but not be responsible for ensuring that all construction comply with the provisions of the following standard codes or their amendments:

- "Uniform Building Codes"
- "International Conference of Building Officials"
- "National Plumbing Code"
- "National Electrical Code"
- "National Fire Protective Association"

6. Committee Guidelines

The Architectural Committee shall be governed by the following guidelines in its consideration of plans and specification submitted for its approval:

- a. It must recognize that this subdivision is designated primarily for commercial and residential owners (including condominiums), and all improvements in the subdivision must harmoniously combine, and not be inconsistent with, the development of the project which will serve said purpose.
- b. In considering any plans and specifications, the Architectural Committee shall examine the suitability of the same to the site, including the materials of which it is to be constructed, as well as the relationship of the same to the neighborhood and the adjacent properties.
- c. No plans or specifications shall be approved which would harm the monetary or aesthetic values within the property.
- d. All plans or specifications shall be in full compliance with all of the terms and provisions of these covenants, except for any variances, which have been granted by the Architectural Committee for such plans and specifications.
- e. A review fee will be required at the time of submission of all design submittal documents and materials. The Owner shall submit the required design review fee to the Committee. The purpose of the design review fee shall be to defray the Associations cost of review of all proposed site plans and specifications submitted to them. The fee, which shall be set by the Directors from time to time, shall



initially be \$100.00 per plan submitted, regardless of the number of buildings or units contained in the plan.

7. Liability

The Architectural Committee, or the individual members thereof, may not be held liable by any person for any damages which may result from Architectural Committee action taken pursuant to these covenants, including, but not by way of limitation, damages which may result from correction, amendment, change or rejection of plans, the issuance, suspension or enforcement of building permits or any delays associated with such action on the part of the Architectural Committee.

8. Commencement of Work

The Owner or Occupant shall begin work within one (1) year of receipt of written approval and diligently proceed toward completion of all approved excavation, construction, refinishing and alterations. If work is not so commenced approval shall be deemed revoked unless the Architectural Committee, pursuant to written request made and received prior to the expiration of said one year period, extends the period of time within which work must be commenced.

9. Completion Time

All construction on or in the Premises shall be diligently prosecuted to completion and shall, in any event, be completed within twelve (12) months of commencement unless specific written extension is granted by the Architectural Committee. No construction material shall, at any time, be placed or stored so as to impede, obstruct or interfere with pedestrian or vehicular traffic and no construction materials shall be placed or stored on lots for a period of more than thirty (30) days following substantial completion of construction as shall be determined by the Architectural Committee.

10. Temporary Residential Structures Forbidden.

No residential structure of a temporary character, residential trailer, basement, tent, shack, or any other residential outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. All structures must be maintained in a reasonable manner to present a neat and attractive exterior appearance.

11. Minimum Residence, Condominium and Commercial Size Requirements.

All buildings and improvements shall comply with height restrictions as set forth by the County and those set forth by the ARC. All residential area single family dwellings shall have a minimum of 1100 square feet of floor space together with at least a single-car attached or detached garage. The 1100 square feet must be at daylight level or above grade and is excluding



basements, garages, carports, porches, etc. It is the intention of this covenant to insure that all dwellings shall be of a quality workmanship and materials substantially the same as, or better than, other dwellings in the subdivision and conform to the Uniform Building Code (UBC). Commercial buildings shall have a minimum square footage of 5,000 feet in only one building on lot, and 8,000 total if two buildings on lot, but in no event shall the commercial buildings take up more than 70% of the lot area or violate any County regulations regarding the same. Any viewshed requirements herein shall not apply to commercial lots.

Each condominium unit shall have a minimum square footage of 1000.

12. General Regulations.

Applicable requirements of Gallatin County and the Montana Building Code shall also be met. All plans must be approved by the Architectural Review Committee. Plans shall include a scaled site plan at 1" = 20' scaled floor plans and elevations. A list of exterior materials and colors shall also be submitted. There shall be no construction work initiated without a Land Use Permit issued by Gallatin County and without written approval of the plans by the Committee. All building construction and landscaping must conform to the final approved plans by the Committee.

All plans, materials and specifications must be suitable to the site, adjacent properties and the neighborhood. All improvements must be compatible with the surrounding properties so as not to impair or degrade property or aesthetic values and must conform to all applicable codes and regulations, as set forth herein or as may be otherwise applicable. All plans shall be approved by the Architectural Review Committee and all commercial structures are to be designed by an architect licensed in the State of Montana. The following design submittal is required:

- a. Site plans including landscaping, driveways, walks and decks. (Scale to be represented on plan)
- b. Complete construction drawings- Two (2) sets shall be submitted to the committee for approval. Each set shall include floor plans, exterior elevations of all sides, roof design, specifications and any construction details. (Scale to be represented on plan)
- c. Samples of all exterior materials may be required for evaluation by Committee. The time allowed for review shall be no longer than 30 days from the time of submittal. The time frame may be adjusted to allow for holidays. Approval of any plan shall require a majority of the Committee.

There shall be no construction work initiated without a Land Use Permit issued by Gallatin County and without written approval of the plans by the Committee. All building construction and landscaping must conform to the final approved plans by the Committee.

It is the intention of this Covenant to insure that all structures shall be of a quality workmanship



and materials substantially the same as, or better than other structures in the development.

13. **Landscape Plan.**

Landscaping plans emphasizing lawn areas shall be submitted to the Architectural Review Committee for their approval and the landscaping shall be completed within three (3) months (weather permitting) after the Owner's first occupancy or completion of the single family residence, house or commercial building, whichever occurs first and weather permitting. The condominium association shall be required to complete landscaping pursuant to their condominium declaration, but in no event longer than three months from the completion of the final unit.

Each lot shall be required to sod the entire lot unless a variance is requested by the owner and granted by the Committee. Such variances shall be granted for larger commercial lots. Underground sprinklers shall be required. If said landscaping plan is not capable of being completed within the time frame set forth above, the Architectural Committee may require the lot owner to put forth a bond in an amount to be determined by the Architectural Committee to cover the cost of the same.

All Owners are required to establish sod lawns with underground sprinkler systems for their Lot. They shall also mow, irrigate, control noxious weeds and otherwise maintain their Lot and any right-of-way boulevard that adjoins their Lot so that the landscaping does not detract from the general appearance of the subdivision in the opinion of the Architectural Review Committee. To prevent the potential for groundwater contamination, the amount and type of chemicals applied to yards shall be restricted to acceptable standards.

In the event that the need for maintenance or repair or weed control is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject. For purposes of this Article, maintenance and repair caused by willful acts of the Owners shall include maintenance and repairs required as a result of utility repairs or other actions of contractors or agents of the Owner performed outside the boundary of his Lot.

The Covenants and Restrictions of this Declaration on exterior maintenance shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association and the Owner of any Lot subject to this Declaration.

14. **Exterior Siding.**

The exterior siding of the structure shall consist of natural wood, wood look-alikes or wood products, brick, stone, stucco or other manufactured exterior good quality materials, including insulated metal or vinyl siding. However, no sheet or panel metal siding nor cement block siding



is allowed. No plywood sheet siding is allowed.

15. Roofs of Structures.

The roofs shall be covered with shakes, tiles or shingles and no rolled roofing shall be allowed. Exposed aluminum or silver flashing including roof gutters shall not be allowed unless colored to match the trim or color of the roof. Steel galvanized gutters are not allowed.

16. Foundation of Structures.

Within Falcon Hollow, all foundations shall be constructed from masonry materials, foundations constructed from wood or other materials are expressly prohibited. Exposed concrete shall be limited to a maximum of 12” from the bottom of siding to the finish grade.

17. Colors of Structures.

The exterior colors of the structures shall be local earth tones, white or wood colors. No bright or shiny colors on exterior siding shall be allowed. For example, bright oranges, royal blues, pinks, purples and like bright colors are not allowed. Colors are to be compatible with the balance of the neighborhood.

18. Exterior Structures.

The exterior design, style and colors of each of the outbuilding and structures on a Lot shall conform to the design, style and colors of the main building. The building should be a visual combination of forms that does not give a “box” appearance. Breaks in the roof lines and wall lines that add interest to the form and help define the design of the building are encouraged.

19. Entrances.

The main entrance to the main structure shall provide weather protection and visual definition. A concrete walk shall be provided from the driveway to the main entrance by the owner.

20. Zoning Regulations.

The height of structures erected within the confines of the real property which is the subject of this Declaration shall be controlled by the zoning and other appurtenant regulations enacted by Gallatin County. Four-plex structures shall conform to the RTH Zoning Regulations with height limitations of 32’.

21. Accessory Buildings.

All accessory buildings, such as garages and storage buildings shall be approved by the Architectural Committee and shall be architecturally compatible with the other structures on or being constructed on the Lot. No guest houses shall be allowed.

22. Fencing.



Residential backyards and side yards maybe fenced with wood or materials that look like natural wood. Only local natural colors shall be allowed, such as browns, and specifically excluding white. The front yard toward the public road shall not be fenced. No chain link or wire fences shall be allowed. Fences shall be maintained in good condition. Fences cannot be higher than six feet.

23. Antennas and Satellite Dishes.

In no case shall a satellite dish or antennae exceed 24” in diameter.

24. Dog Kennels.

No chained dogs are allowed on the lots in the single family residential area only and chained dogs are specifically not allowed in condominiums and commercial area. Dog kennels with concrete floors are allowed in single family housing residential area only provided they do not exceed 10 feet by 10 feet in size and are located in the rear yards and screened or fenced from the neighbor’s view. Such kennels are to be kept in a clean and odor free condition at all times. No kennels or fenced or chained dogs shall be allowed in condominium or commercial areas.

25. Street Lighting.

A minimum of one and maximum of two lights, pursuant to the Developer’s specification, and of a design prescribed by the Architectural Review Committee, shall be installed by the Owner of a commercial or single family residential lot where the driveway intersects the front sidewalk. The light must be activated by photocell for nighttime operation. The Owner shall be required to provide power and maintenance for the light. Lot owners shall be responsible for any additional lighting that may be required by the Association or by any applicable laws, ordinances or regulations. All lighting shall be first approved by the Architectural Committee.

The Condominium Association shall be responsible for placing lights for each duplex or four-plex as the Architectural Review Committee deems appropriate.

26. Authority to Approve

The Architectural Committee shall have the authority to reject the materials, designs and colors submitted with plans, or the plans themselves, if they are not compatible, or are inappropriate, with the rest of the subdivision.

27. Variances

The Architectural Committee shall have the authority to grant variances to the building locations, minimum square footage, and where, in its discretion, it believes the same to be appropriate and necessary and where the same will not be injurious to the rest of the subdivision.

28. Substantial Compliance



All improvements, construction, reconstruction, alterations, remodeling or any activity requiring the approval of the Architectural Committee must be completed in substantial compliance with the plans and specifications initially approved by the Architectural Committee and for which permits have been issued.

29. **Enforcement**

The Architectural Committee shall have the power, authority, standing and right to enforce these covenants in any court of law or equity when it reasonably believes the same have been violated and as more particularly set forth in Section 9 and shall have the authority to revoke or suspend building approval and/or order the suspension or cessation of any construction or work in the violation of these covenants or of any approval issued by the Architectural Committee.

ARTICLE XI: COMMERCIAL AREAS ONLY

Generally, the covenants contained in this entire document apply to both commercial condominiums and residential lots alike. However, the covenants in this specific Article apply only to the Commercial lots in Falcon Hollow. Unless otherwise noted, the covenants below shall prevail over any ambiguity created by any other covenant within the document as a whole.

1. **Intent.**

The intent of this district is to provide a central area for the community’s business, government, service and cultural activities. Uses within this district should be appropriate to such a focal center with inappropriate uses being excluded. Room should be provided in appropriate areas for logical and appropriate planned expansion of the present district. Any changes to permitted uses shall require a 66% (2/3) approval by the Association.

2. **Permitted and Excluded Uses.**

The following uses are permitted within the commercial area of Falcon Hollow:

1. Antique shops.
2. Art and music supply stores.
3. Barber and beauty shops.
4. Dressmaking.
5. Financial institutions.
6. Food and drug stores.
7. Small Business or “Build and Sell” type Furniture stores, no National stores.
8. Laundry and dry cleaning.
9. Parking lots.
10. Printing offices.
11. Private schools, such as dance, business, secretarial and technical but not private or public elementary or secondary schools.

- 12. Professional and business office (for personal services).
- 13. Public offices.
- 14. Repair services for clothes, dolls, small appliances, watches, glasses, an other such things.
- 15. Restaurants, cafes.
- 16. Retail sales
 - A. Clothing,
 - B. Candy,
 - C. Furniture,
 - D. Jewelry, and
 - E. Excluding heavy machinery.
- 17. Shopping centers.
- 18. Signs.
- 19. Temporary buildings for and during construction, only.
- 20. Medical, Dental, Optometry, or related health care type facilities.
- 21. Landscape business, or related business requiring storage and/or showroom areas, but at no time may heavy equipment be stored on any lot.
- 22. Uses customarily accessory to those listed and uses consistent with zoning ordinances and approved by the Declarant or Association.

The following are prohibited/excluded uses:

- 1. Adult businesses.
- 2. Establishments that primarily serve alcoholic beverages.
- 3. Heavy machinery sales.

3. **Lot Area and Width.**

No minimum lot area or width is prescribed beyond those required by county standards.

4. **Coverage.**

Buildings may cover entire lot providing other requirements and all county standards are met.

5. **Yards.**

A 15 foot front yard is required on all commercial lots bordering streets and all other applicable code or regulation requirements shall be met. As noted earlier, variances to the requirement of sodding entire lot may be granted for larger commercial lots, at the discretion of the Architectural Review Committee. All other landscaping provisions, as set forth herein, shall apply.

6. **Off-street Parking.**

Off-street parking shall be provided, except existing buildings may be changed from one permitted use to another without providing additional parking so long as all applicable codes and



regulations are met. Each business shall be limited to the number of parking spaces allocated to it by county ordinances or regulations, if any, or by the Committee. Employees of businesses shall park in back parking areas, leaving the areas closest to the buildings for customers. The remainder of the parking areas shall be for customer parking only. No overnight parking shall be allowed without Association consent. No items shall be stored on the parking lot area without Association consent.

7. Off-street Loading.

Off-street loading shall be provided.

8. Height.

All structures shall not exceed 42' in height as measured from finished grade to highest roof point.

9. Exterior Siding.

The exterior siding of the structures shall be wood or wood look-alikes, wood products, or other high quality manufactured exterior materials. No plywood or steel siding permitted.

10. Zoning Regulations.

The height of structures shall be controlled by the zoning and other appurtenant regulations enacted by Gallatin County and shall not exceed 42'. Commercial structures shall conform to the Commercial Zoning Regulations.

11. Pets.

Cats, dogs and other domestic animals must be kept on leashes and under the control and supervision of their owners at all times when they are on the premises. Pet owners must properly pick up and dispose of all pet waste. No dog kennels or chained dogs or fenced doges are allowed on the Commercial lots.

12. Business Signs and Advertising.

No business signs or advertising signs, of any kind or nature, will be permitted to be located on the Property or on any structure constructed on it, unless all signs so erected or placed meet the applicable Sign Codes, and meet with the approval of the Architectural Committee. No additional monument signs shall be allowed. Maintenance of signs shall be responsibility of owner businesses. No sign shall be approved other than informational and vehicular control signs, signs identifying the building or business of the Occupant of a lot, and signs offering the lot for sale or lease, and temporary development signs. Temporary signage for short term sales events may be permitted by the Architectural Committee.

13. Number of Buildings.

The commercial lots may have up to two buildings per lot so long as the buildings meet the

square footage requirements herein.



ARTICLE XII: STORAGE FACILITIES/GARAGES

1. All structures must be maintained in a reasonable manner to present a neat and attractive exterior appearance.

2. Minimum Layout Requirements

All garage and storage structures and storage areas are to be arranged to accommodate reasonable access and egress. Structures shall not exceed the size determined by the architectural review board. It is the intention of this Covenant to insure that all storage facilities shall be of a quality workmanship and materials. Applicable requirements of Gallatin County and the Montana Building Code shall also be met. All plans must be approved by the Architectural Review Committee. A list of exterior materials and colors shall also be submitted. There shall be no construction work initiated without a Land Use Permit issued by Gallatin County and without written approval of the plans by the Committee. All building construction and landscaping must conform to both the final approved plans by the Committee.

3. Concrete Slab.

All garage/storage structures are to include a concrete slab floor. Asphalt or gravel or earthen flooring is not allowed.

ARTICLE XIII: USE RESTRICTIONS

1. Single Family Residential and Condominium Area Businesses Only

No residence or building erected on the single family residential area or condominium area which is the subject of this Declaration shall be used for any commercial endeavor, day care, or other business type activity. Cottage industry type activities are allowed as long as no employees outside of the immediate family are employed on the residential properties.

2. Animals, Pets in Single Family Residential Condominium Area.

No more than two common household pets per single family residential lot or condominium unit shall be allowed. The proper control of household pets, dogs and cats is important to the integrity and well being of the Falcon Hollow community. No domestic fowl, horses or other farm animals are allowed within Falcon Hollow. All applicable laws of Gallatin County regarding pets, dogs and cats must be adhered to as well and all pets shall be under the immediate control and supervision of their owners.

3. Storage of Equipment/Inoperable Vehicles.

No lot shall be used for the storage of any inoperable vehicle, and no single family residential lot or condominium unit shall be used to store machinery or equipment. No single family residential



lot or condominium unit 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 Lot or the occupants thereof as the case may be. Storage of materials, supplies, equipment, vehicles, tools or trade items is expressly prohibited on single family residential lots and condominium units, unless completely enclosed in the residence's garage or storage area. No more than two recreational vehicles and/or boats, including but not limited to campers, RVs, boats and jet skis shall be stored outside on a single family residential lot. Any recreational vehicles or boats that are stored outside must be reasonably screened or enclosed on a single family residential lot. Condominium unit owners may not store recreational vehicles unless said recreational vehicles are located within garages, if available.

4. **Commercial Vehicles on Single Family Residential Lots or Condominium Areas.**

No single family residential lot or condominium unit shall be used for the parking or storage of any commercial trucks, large commercial vehicles or other heavy equipment, except as may be necessary during reasonable periods of construction on individual lots.

5. **Offensive Activity (applies to all properties).**

- a. No noxious or offensive activity shall be carried on upon any portion of the above described property, nor shall anything be done thereon which may be, or may become, an annoyance to the neighborhood.
- b. No fireworks of any kind may be brought into, discharged or stored on any lot except for personal use only on the Fourth of July and First of January in accordance with all regulations and laws.
- c. No firearms shall be discharged on any lot or common area.
- d. No cutting of firewood shall be allowed on site.
- e. Any fire must be contained in approved containers or pits only.
- f. No snowmobiles, dirt bikes, ATVs or similar off road vehicles shall be used within the subdivision.
- g. No inoperable vehicles may be located outside of a garage for more than 72 hours.

Any violation of County ordinances, zoning or other regulations shall be a violation of these covenants and can be enforced by the Association or individual lot owners.

6. **Waterways/Ponds/Other Water Areas.**

The Owner or Occupant of any lot or unit shall at all times conduct his use and activities in a manner that will preserve the integrity of water areas including the prevention of any degradation of water quality, any reduction or increase in the flow of said water areas, any damage to the stream bed or banks of said water areas. The Owner or Occupant of any lot or unit shall not conduct or permit the conduct of the following activities:



- a. The discharge of any liquid, solid, or gas into water areas;
- b. The use of any unapproved fertilizers or herbicides, or the polluting of water areas is prohibited.
- c. Any refuse encouraging activities.
- d. The construction or constriction of the water area.

7. **Street Parking.**

Street parking is allowed for guests, deliveries or short temporary periods but no overnight parking is allowed on the street in the single family residential and condominium areas. Each condominium unit and single family residential lot shall be allowed two guest parking areas on the street.

8. **Hazardous Materials.**

No hazardous materials may be stored or disposed of on any lot or common area.

ARTICLE XIV: GENERAL PROVISIONS

1. **Effects of Covenants on Mortgage.**

A breach of any of the foregoing provisions, conditions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value on any Lot, or portion of any lot, and any improvements thereon, but said provisions, conditions, restrictions and covenants shall be binding upon and effective against any Owner there of whose title thereto was acquired by foreclosure, trustee sale or otherwise.

2. **Incorporation by Reference.**

In any conveyance of the lands covered hereby, it shall be sufficient to insert a provision therein to the effect that the conveyance is subject to the restrictions and covenants contained in this document, without setting forth such restrictions and covenants verbatim or in substance in such conveyance.

3. **Enforcement.**

Enforcement of these covenants shall be by procedure of law or in equity against any person or persons violating or attempting to violate any covenants, and the legal proceedings may be either to restrain the violation of the covenants or to recover damages, or both. Each person who has been found by a court of competent jurisdiction to have violated one or more of these covenants shall be liable for all reasonable attorney's fees and costs incurred in connection with the litigation.

3A. **General Provisions.**

In the event of any violation or threatened violation of these covenants, the Association or any owner may enforce these covenants by legal proceedings in a court of law or equity, including the seeking of injunctive relief and damages. In association with such legal proceedings or as a



separate remedy, the Owners Association may enter upon the property in question and remove, remedy or abate the violation or threatened violation after first having given notice and a reasonable opportunity for the owner to take action to comply with these covenants as set forth below.

3B. Notice of Violation.

Notice, as required above shall be in writing and shall be served on the person or entity concerned, and shall specify the violation or threatened violation, identify the property, demand compliance with the terms and conditions of these covenants and shall state the action which will be taken if the violation or threatened violation is not abated, remedied or satisfied. If such notice cannot be personally served after a reasonable effort to locate the person or entity to be served, service may be had by posting notice by certified mail, return receipt requested, to the last known address or address of record of the owner. Such notice must further provide for a period of at least fifteen (15) days (except in cases where more expeditious action may be required to protect property, persons, wildlife or the environment) from the date of personal service of such notice, or thirty (30) days from the date of posting and mailing of the same, within which abatement, entry or commencement of litigation, as provided above, can be commenced.

3C. Costs of Enforcement.

Actual costs, expenses and reasonable attorney's fees connected with enforcing, correcting, remedying, abating, preventing or removing any violation or threatened violation of these covenants incurred either through litigation, entry or self-help shall constitute a claim by the party initiating such action against the owner of the property which is the subject of such violation or threatened violation. The party making such claim may bring suit for enforcement of these covenants and file a lien against the subject property in the amount of and for the collection of the claim by filing a verified statement of the lien with the office of the Clerk and Recorder of Madison County, Montana. Such lien statement must set forth the names of the claimant, and the owner of record of the property against which the lien is claimed, a description of the property, the amount of the claim, the date of the claim and a brief statement of the manner in which the costs and expenses constituting the claim were incurred. Once filed, the lien shall remain on record as a claim against the property until the validity of the claim is determined by a court of law. Once a claim has been determined valid by a court of law, any such judgement may be foreclosed upon in the manner provided for the law for foreclosures with a right of redemption.

4. Subdivision.

No lot may be further subdivided.

5. Severability.



Invalidation of any of these covenants by a judgment or a court order shall in no way affect any of the other provisions, but they shall remain in full force and effect.

6. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by an instrument signed by the Owners of not less than sixty-six percent (66%) of the lots, each lot being entitled to one (1) vote except that each condominium unit shall be entitled to one vote. The Declarant, at its discretion, will retain control of the Falcon Hollow Property Owners Association and until 95% of the lots are sold.

Declarant specifically reserves the right to amend these covenants as necessary to reflect the subsequent additional phases at such time as they are completed. This shall include, but not be limited to the right to amend the definition section as it relates to the commercial, residential and common areas.

Certain provisions herein may not be amended. Specifically, County, fire and any covenant which is included herein as a condition of the preliminary plat approval and required by the County Commission may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in these covenants and the governing body of Gallatin County.

7. Constructive Acceptance.

Every person or entity who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

8. Notices; Documents; Delivery.

Any notice or other document permitted or required by the Falcon Hollow Covenants shall be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Association or the Architectural Review Committee, at the registered office for the Association.

9. Annexation.

Additional residential property and common area may be annexed to the Property by Declarant at any time, provided however, that all of such additional property and property owners may be subject to different Covenants.



10. **Board Liability.**

No member of the Association Board of Directors shall be liable to any person or entity for the entry, self-help or abatement of a violation or threatened violation of these covenants and all owners or lessees of real Property shall be deemed to have waived any and all rights or claims to or for damages for any loss or injury resulting from action taken to these covenants. Exception to the above shall exist for loss, injury or damage for intentionally wrongful acts.

11. **Dispute Resolution.**

In an effort to resolve disputes among property owners in the Association, all such disputes shall first be submitted to mediation in Gallatin County, Montana. The parties to the dispute shall mutually agree upon a mediator. If the parties can not agree upon a mediator, one shall be chosen for them by the Association.

12. **Compliance.**

All applicable Zoning provisions, Ordinances and Uniform Building Codes, and other applicable codes or regulation, including any review or approval of site plans by local Fire District if applicable, must be met with respect to each lot.

13. **Anti-waiver.**

No failure to exercise and no delay in exercising any right, power or privilege under this Declaration shall be a waiver thereof. No waiver of a breach of any provision will be deemed a waiver of any preceding breach of the same or any other provision. No extension of time of performance of any obligations or other acts will be deemed to be an extension of time of performance of any other obligations or any other acts.

14. **Attorney's Fees/costs.**

Except as otherwise specifically provided herein, if any suit or other proceeding for the interpretation or enforcement of this Declaration occurs, the prevailing party shall be entitled to recover its reasonable costs and expenses incurred including, without limitation, reasonable attorneys' fees.

15. **Headings.**

The headings used herein are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extend to intent of this document or any provision hereto.

16. **Binding Effect.**

Except as provided herein, each of the covenants, conditions, restrictions, regulations and reservations set forth herein shall continue to be binding upon the Owner, and each of its assigns and successors in interest, and upon each of them and on all parties or persons claiming under it



on them, perpetually, from the day and year that this declaration is accepted and filed among the records of the Clerk and Recorder of Gallatin County.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the 5th day of OCTOBER, 2007.

PEREGRINE DEVELOPMENT, L.L.C.

By: [Signature]
RAYMOND B. LEWIS

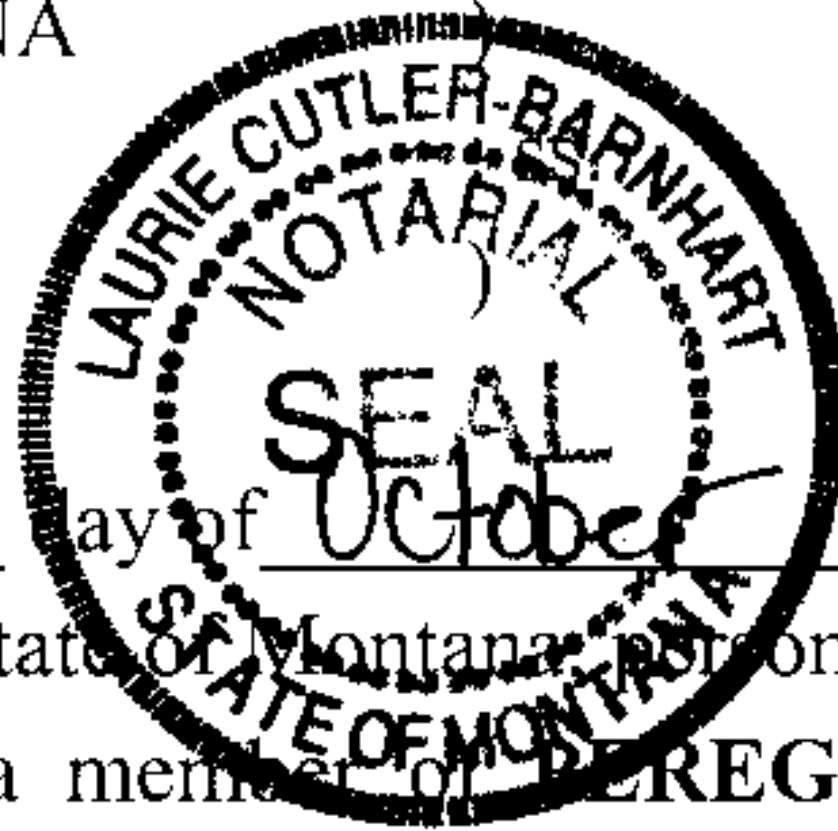
Its: MEMBER

By: [Signature]
SHAWN MORAN KEN SHEPHERD

Its: MEMBER

STATE OF MONTANA

County of Gallatin



On this 5th day of October, 2007, before me a Notary Public in and for the State of Montana, personally appeared **RAYMOND B. LEWIS**, known to me to be a member of **PEREGRINE L.L.C.**, and acknowledged to me that he executed the same on behalf of the limited liability company pursuant to the power and authority vested in him.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

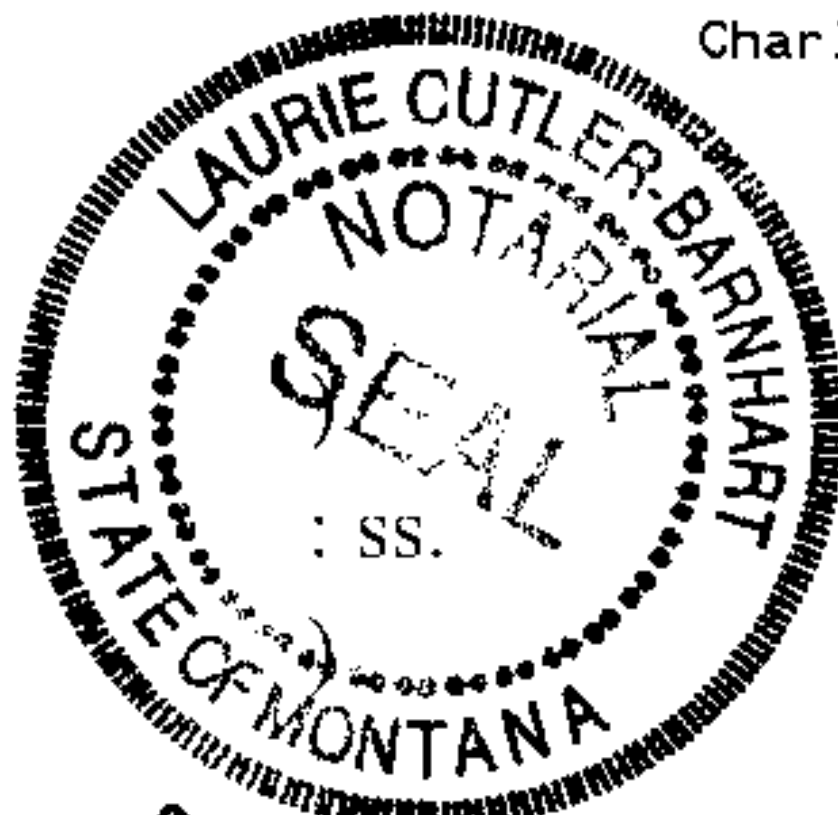
LAURIE CUTLER-BARNHART
[Signature]
Notary Public, State of Montana
Residing at BOZEMAN, MONTANA
My commission expires: 02-14-2009



2280901

Page: 36 of 37
10/05/2007 02:06P

Charlotte Mills-Gallatin Co MTMISC 259.00



STATE OF MONTANA

County of Gallatin

On this 5th day of OCTOBER, 2007, before me a Notary Public in and for the State of Montana, personally appeared ~~SHAWN MORAN~~, KEN SHEPHERD known to me to be a member of **PEREGRINE L.L.C.**, and acknowledged to me that he executed the same on behalf of the limited liability company pursuant to the power and authority vested in him.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

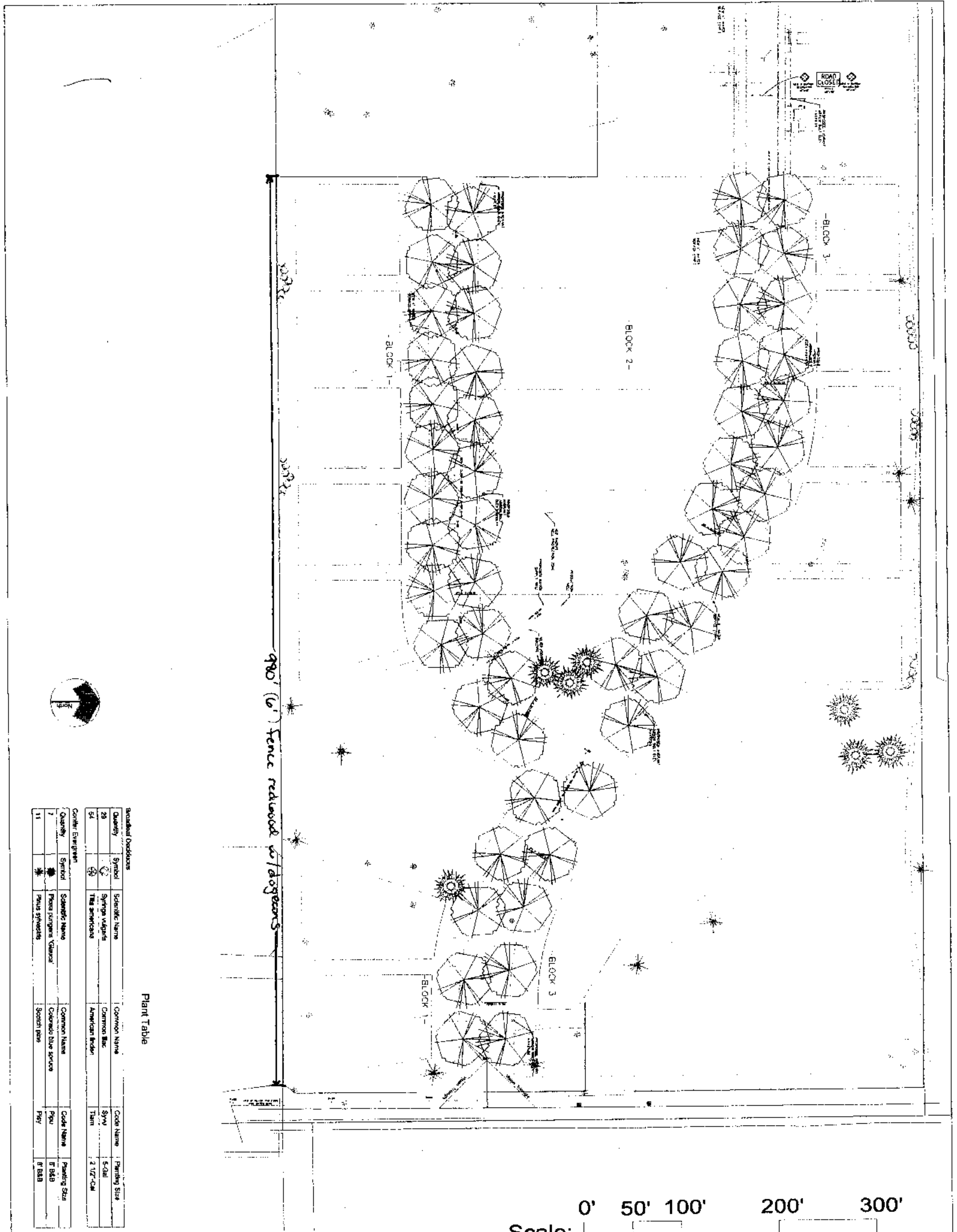
LAURIE CUTLER-BARNHART
Laurie Cutler Barnhart
Notary Public, State of Montana
Residing at Bozeman, MT 59718
My commission expires: 02-14-2009



2280901

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10/05/2007 02:06P

Charlotte Mills-Gallatin Co MTMISC 259.00



Plant Table

Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
20		Spirea vulgaris	Common Spiraea	SPV	5-6ft
54		Rosa americana	American Rose	RAM	2 1/2'-3ft
Cedar Evergreen					
Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
7		Pinus purpurea 'Columbiana'	Columbian Blue Spruce	PPU	8-10ft
11		Pinus strobus	Scotch Pine	PNV	8-10ft

L1.0

Landscaping Plan

Falcon Hollow Subdivision

Sweet Pea Landscaping, Inc.
70 Lodgepole Lane
Bozeman, MT 59718



5/35,000 23

PREPARED FOR : PEREGRINE DEVELOPMENT, LLC
 PREPARED BY : ENGINEERING, INC.
 SCALE : 1" = 50'

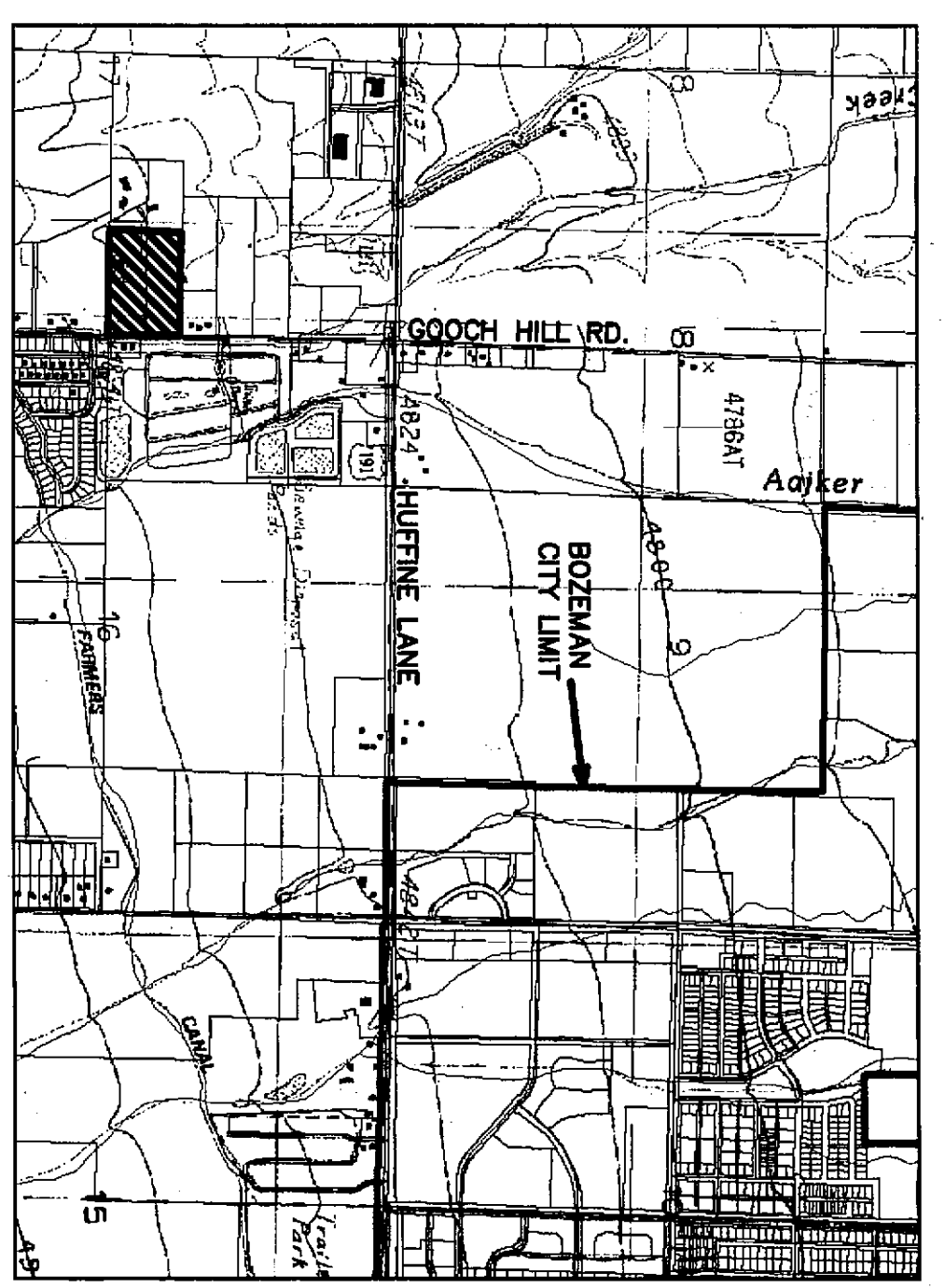
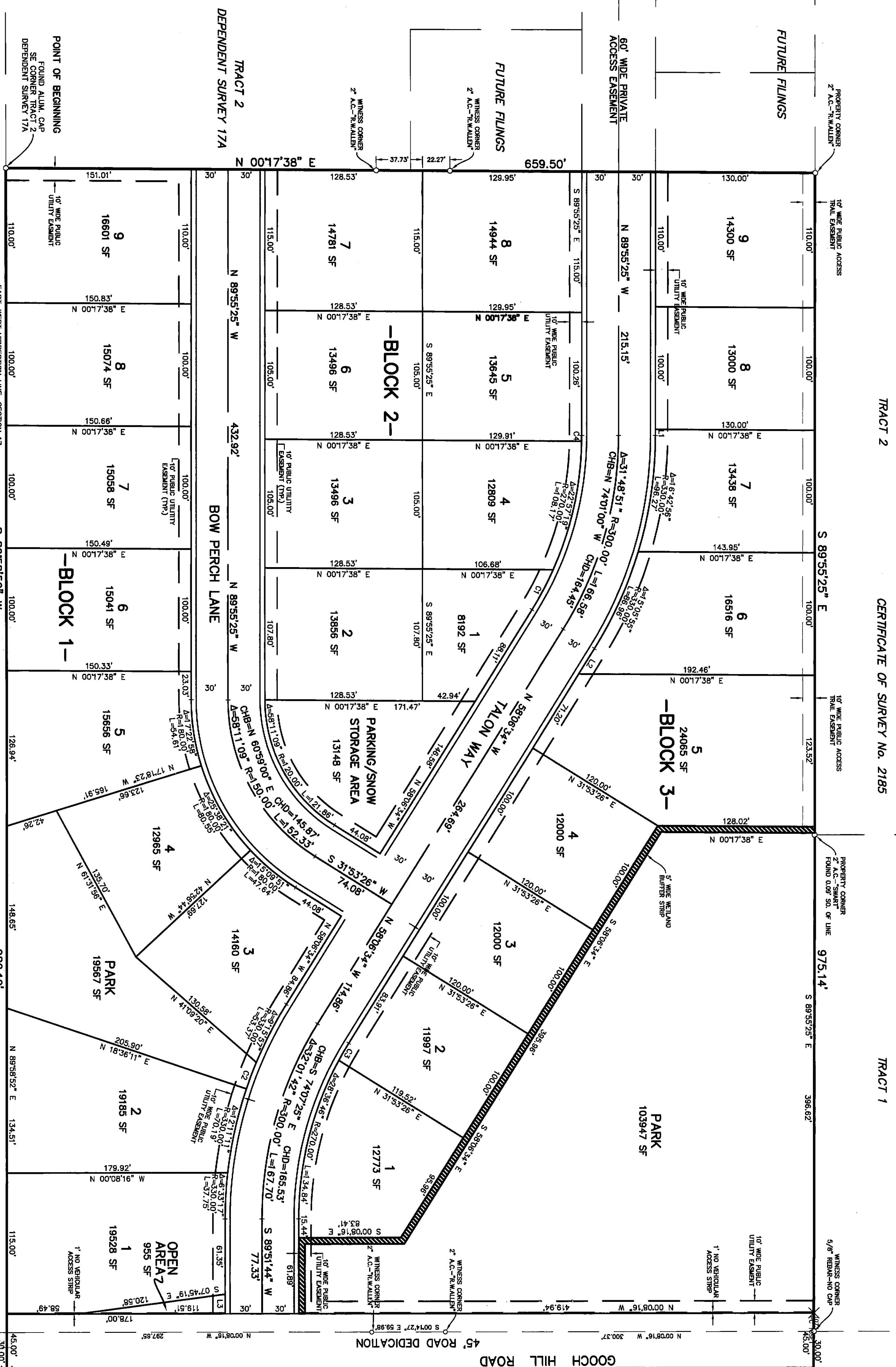
FINAL PLAT OF
FALCON HOLLOW SUBDIVISION, FIRST FILING

BEING TRACT A & B, CERTIFICATE OF SURVEY No. 2031
 SITUATED IN THE NE 1/4 OF SECTION 17, T. 2 S., R. 5 E., P.M.M.
 GALLATIN COUNTY, MONTANA

J-473



AUGUST 2007
 BOZEMAN, MONTANA



BASIS OF BEARING:
 ○ = FOUND SURVEY MONUMENT, AS NOTED
 ∟ = SET 5/8" X 18" REBAR WITH YELLOW PLASTIC CAP
 MARKED ENGINEERING INC 152731.S BOZEMAN MT

Square Feet Acres

Lots	378,575	8.69
Parks	123,514	2.84
Open space	14,103	0.32
Streets	127,745	2.93
Totals	643,937	14.78

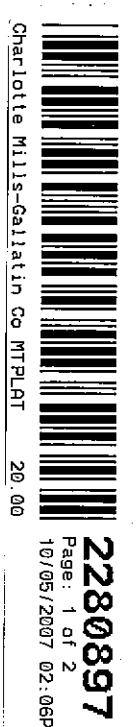
CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHD. BEARING
C1	37.01	270.00	75°13'21"	36.98	N82°02'11"W
C2	23.16	330.00	43°11'17"	23.16	S88°23'10"E
C3	16.09	270.00	37°25'56"	16.09	S89°48'02"E
C4	4.74	270.00	100°19'18"	4.74	N89°25'16"W

LINE TABLE

LINE	DISTANCE	BEARING
L1	5.03	S89°55'25"E
L2	24.44	N58°06'34"W
L3	15.98	N89°51'44"E

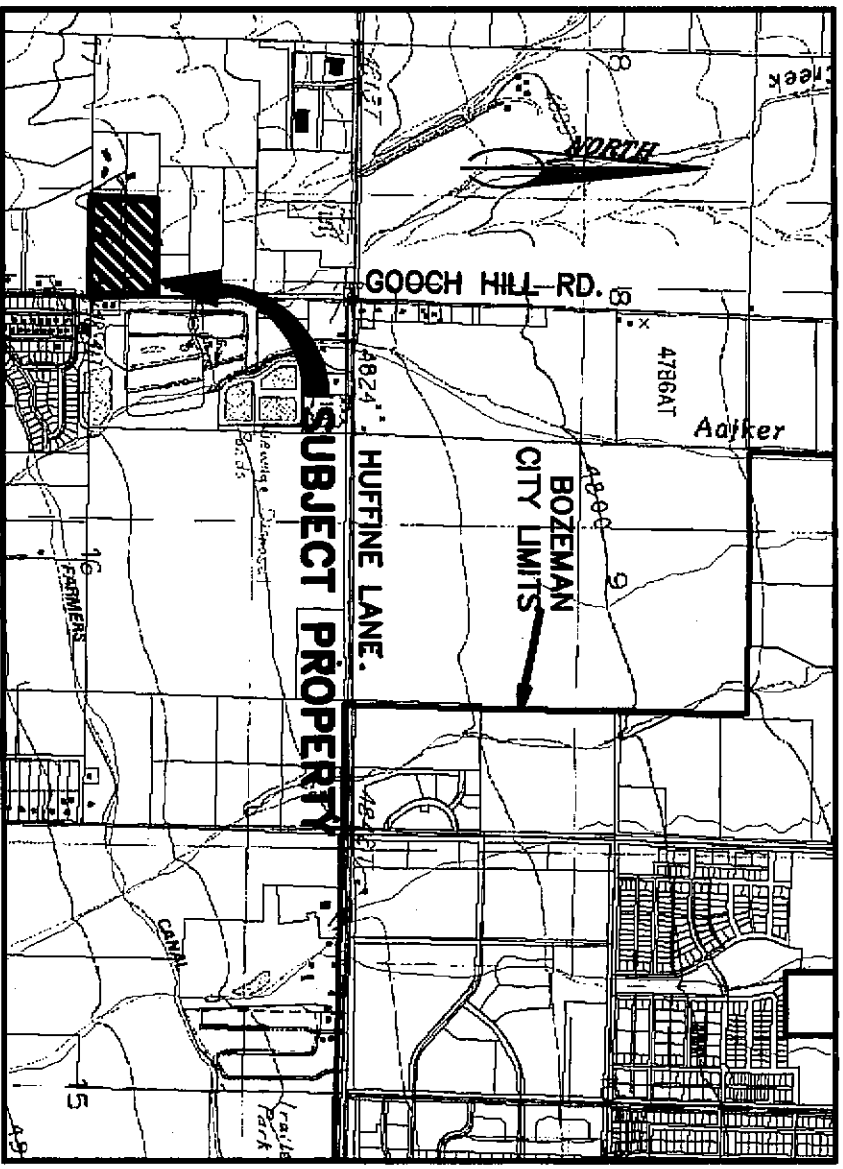
2280897



PREPARED FOR: PEREGRINE DEVELOPMENT, LLC
PREPARED BY : ENGINEERING, INC.

FINAL PLAT OF
FALCON HOLLOW SUBDIVISION, FIRST FILING
BEING TRACT A & B, CERTIFICATE OF SURVEY No. 2031
SITUATED IN THE NE 1/4 OF SECTION 17, T. 2 S., R. 5 E., P.M.M.
GALLATIN COUNTY, MONTANA

J-473



Square Feet	Acres
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Totals	643,937 14.78

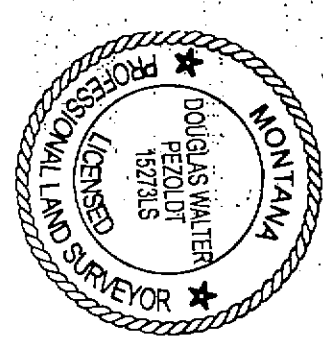
- NOTES
1. Due to the potential of high ground water tables in the areas of the subdivision, basements are prohibited.
 2. Lot accessways are required to be built to Gallatin County Subdivision regulation Standards.
 3. A 1-foot wide vehicular No-Access easement exists for Lots along Gooch Hill road.
 4. All lots are subject to 10-foot wide public utility easements.
 5. All habitable structures or buildings (including mobile and modular building or homes or other) with any residential or commercial capacity or use shall have a fire sprinkler system installed. Any structure within 50' of a structure equipped with a fire sprinkler system shall have a fire sprinkler system installed. Other fire protection requirements apply, see covenants.
 6. All water rights have been removed from the Falcon Hollow Subdivision - First Filing.

CERTIFICATE OF SURETOR

I, Douglas W. Pezoldt, Professional Land Surveyor, do hereby certify that between December 2006, and January, 2007, a survey was made under my direct supervision and described the same as shown on the accompanying plat in accordance with the provisions of the Montana Subdivision and Plating Act, Section 76-3-101 through 76-3-625, MCA, and the Gallatin County Subdivision Regulations.

DATED this 9th day of August, A.D., 2007

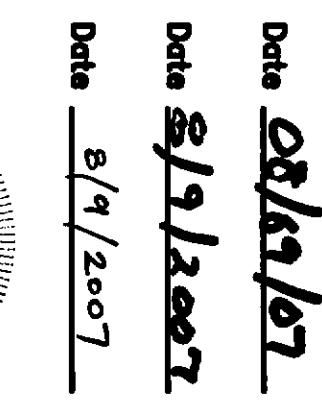
ENGINEERING, INC.
By: Douglas W. Pezoldt
Montana Registration No. 15273 LS



CERTIFICATE OF COMPLETION OF IMPROVEMENTS

We, Peregrine Development, LLC, and I Brandon D. Strick, a Registered Professional Engineer, licensed to practice in the State of Montana, hereby certify that the public improvements, required as a condition of approval of the FALCON HOLLOW SUBDIVISION, FIRST FILING, have been installed in conformance with the approved engineering specifications and plans.

Peregrine Development, LLC Landowner
By: Brandon D. Strick
Date 8/19/2007
Brandon D. Strick, Professional Engineer
Registration No. 15975 PE

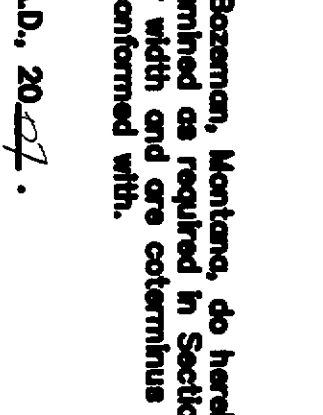


CERTIFICATE OF DIRECTOR OF PUBLIC SERVICE

I, Debra H. Ayval, Director of Public Service, City of Bozeman, Montana, do hereby certify that the accompanying plat has been duly examined as required in Section 76-3-444, MCA, and that all streets are of proper width and are continuous with adjoining streets, and all other regulations are conformed with.

DATED this 9th day of August, A.D., 2007.

Debra H. Ayval
Debra H. Ayval, Director of Public Service - City of Bozeman



CERTIFICATE OF COUNTY COMMISSIONERS

I, Tim Skurver, the Chairman of the Board of County Commissioners, Gallatin County, Montana, do hereby certify that the accompanying plat has been duly examined and have found the same to conform to the law, approve it, and hereby accept the dedication to public use.

DATED this 26th day of Sept, A.D., 2007.

Tim Skurver
Chairman, Board of County Commissioners



AUGUST 2007
BOZEMAN, MONTANA

CERTIFICATE OF DEDICATION

We, the undersigned property owners, do hereby certify that they have caused to be surveyed, subdivided and platted into lots, blocks, roads and parks, as shown on the accompanying plat herewith annexed, the following described tract of land in Gallatin County, Montana, to wit:

LEGAL DESCRIPTION:
A portion of land being Tract A and Tract B of Certificate of Survey No. 2031, situated in the NE 1/4 of Section 17, T. 2 S., R. 5 E., P.M.M., Gallatin County, Montana, according to the official plat covering the same, and more particularly described as follows:

Beginning at a point which is the southeast corner of Tract 2 of Dependent Survey No. 17A, a found datum capped monument thence from said point of beginning N 00°17'35" E, 659.50 feet along the east line of said Tract 2 to the south line of Certificate of Survey No. 2185; thence S 89°55'29" E, 975.14 feet along said south line; thence S 00°05'16" E, 657.87 feet to the east-west midsection line of the point of beginning, containing 14.78 gross acres, more or less, subject to any existing easements and/or rights-of-way, whether of record or apparent on the ground.

The above described tract of land is to be known and designated as FALCON HOLLOW SUBDIVISION, FIRST FILING, in Gallatin County, Montana, and the lands included in all streets, parks and common areas shown on said plat are hereby granted, donated, and dedicated to the public use and enjoyment.

CERTIFICATE OF GRANT OF UTILITY EASEMENTS

The undersigned hereby grants unto each and every person, firm or corporation, whether public or private, providing or offering to provide telephone, telegraph, electric power, gas, water, sewer, steam, or other utility, the right to use, occupy, maintain, repair, and remove of their lines and other facilities, in, over, and under and across each acre designated on this plat as "Public Utility Easement" to have and hold forever.

CERTIFICATE OF WAIVER

We, the undersigned property owners of Falcon Hollow Subdivision, First Filing, do hereby waive the right to protest the creation of special improvement districts in said area, we do not wish any right to assert if the plat is to be recorded. This waiver shall be binding upon the heirs, assigns and purchasers of all lots within this Subdivision.

Dated this 9th day of August, 2007

Peregrine Development, LLC
STATE OF MONTANA)
County of Gallatin)
Peregrine Development, LLC

On this 9th day of August, 2007, before me, a Notary Public of the State of Montana, personally appeared Brandon D. Strick, the Registered Professional Engineer, and the persons whose names are subscribed to the attached instrument and acknowledged to me that they executed the same, in witness whereof, I have hereunto set my hand and official seal this day and year in this certificate first above written.



Debra H. Ayval
Gallatin County Clerk and Recorder

2280897
Page 2 of 2
04/02/2007 09:59

2280899 RSR State
2280900 RSR County