

1 **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS**

2
3 **HENSON SUBDIVISION NO. 3, PHASE I**

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5 Peregrine Development, LLC, a Montana limited liability company, ("Declarant") is the
6 present owner in fee simple of all the property, below described, which is referred to as the
7 Property herein:

8 A Tract of Land to be described as Henson Subdivision No. 3, Phase I, being
9 Tract 2A of C.O.S. No. 729F situated in the NE one-quarter of Section 35, T1N,
10 R4E, P.M.M., City of Belgrade, Gallatin County, MT; and

11 The following Declaration of Protective Covenants and Restrictions for the Property is
12 hereby adopted.

13 **Article I: General Conditions Applicable to The Property**

14
15 **A. Benefit and Burden**

16 These Protective Covenants and Restrictions shall attach to and run with the Property and
17 shall constitute an equitable servitude upon the Property and every part of it, including all titles,
18 interest and estates as may be held, conveyed, owned, claimed, devised, encumbered, used,
19 occupied and improved. These Protective Covenants and Restrictions are declared for the benefit
20 of each Lot Owner. They shall constitute benefits and burdens to Declarant and to all persons or
21 entities hereafter acquiring any interest in the Property.

22 **B. Enforcement and Amendment**

23 Declarant reserves onto itself, until all the Lots are improved with permanent residential
24 structures:

- 25
26 (i) the sole right and power to amend and enforce these covenants;
27 (ii) to grant variances from the Covenants in its sole business discretion;
28 (iii) to approve landscaping and building design plans;
29 (iv) to appoint agents to review and approve landscape and structure plans;
30 (v) to form a Homeowner's Association (HOA herein) and appoint its officers and
31 directors; and
32 (vi) assign its enforcement and approval powers to such association, in whole or part.

33
34 **C. Plan Approval Required Prior to Construction**

35 Prior to the commencement of construction of any structure, each lot owner shall apply to
36 the Declarant or Declarant's designee for, and obtain, approval of plans for the structure and the
37 landscaping of the lot. Plan submittals shall comply with plan guidance criteria adopted, from
38 time to time, by the Declarant, and shall be accompanied by plan review fees established by the
39 Declarant.
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41 Any Lot Owner seeking a variance shall provide to Declarant all information Declarant
42 requests to evaluate the application for variance and shall pay to Declarant a variance review fee
43 of \$250.00 plus the actual cost that Declarant incurs in payments to third parties, occasioned by
44 its evaluation of the variance request.

45
46 **D. HOA**

47 The Henson Subdivision Homeowner's Association shall be formed by the Declarant as a
48 Montana non-profit corporation. Once formed, the HOA shall collect all plan review fees and
49 monthly assessments, which funds shall be used solely for implementing these covenants,
50 constructing improvements which benefit the owners of the lots, including public park
51 improvements, and providing for collective expenses such as weed maintenance and
52 maintenance of common improvements.

53
54 The Declarant or HOA may appoint an architectural review committee (ARC) to conduct
55 plan review and approval as it so elects from time to time.

56
57 Until a residence is constructed on each lot within the Property, the Declarant shall
58 appoint all officers and directors of the HOA. Thereafter, the Declarant shall appoint the initial
59 Board of Directors from among the lot owners, who shall serve as directors until their successor
60 is elected as provide in the bylaws of the HOA.

61
62 **E. Declarants Reservation of Right To Amend - Amendment By HOA**

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64 The Declarant reserves onto itself the right to amend these covenants, except for the
65 covenants required by the City of Belgrade, until it appoints three directors from among the lot
66 owners.

67 After the Declarant appoints three directors from among the lot owners these covenants
68 may be amended by the vote of lot owners where:

69
70 10% of the lot owners propose an amendment in a writing to the HOA board of directors,
71 the Directors shall notice a meeting for the lot owners to vote upon the proposed amendment,
72 which notice shall include the proposed amendment. No other business shall be conducted at the
73 meeting other than to vote upon the amendment proposed. At the meeting, a quorum shall
74 consist of at least 25% of the lot owners. If two thirds of the lot owners attending the meeting
75 vote in favor of the amendment, it shall be adopted by the Directors and recorded with the
76 County Clerk and Recorder as provided by the HOA By-Laws.

77
78 Each fee owner of a residence within the Property, whether single family residence, town
79 home, duplex, triplex or four plex, shall be treated as one homeowner, entitled to one vote.
80 Where more than one person or entity has an interest in the property, all such persons or entities
81 shall appoint a single person to vote in writing, which writing shall be delivered to the Directors
82 at least one business day before the meeting. No lender's interest holder shall be entitled to
83 participate in the voting process.

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Article II: Belgrade Required Covenants

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The following Covenants of this Article are required by the City of Belgrade for final plat approval of the subdivision and shall govern over any inconsistent provision within this document. Any Covenant which is included in this Article as a condition of preliminary plat approval and required by the City of Belgrade Council may not be amended or revoked without the mutual consent of the Lot Owners in accordance with the amendment procedures in these covenants and the governing body of the City of Belgrade.

93

A. Airport Influence Area

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The subdivision is within an airport influence area. Each Lot Owner is notified that the Federal Aviation Administration and local airport authority may exercise jurisdictional authority over the airport influence area, as it may be amended from time to time.

98

B. Laws, Zoning Ordinances and Regulations

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No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed and followed. All Lot Owners and Prospective Purchasers are advised to consult all existing City of Belgrade zoning ordinances and regulations. Where the provisions of any valid law, zoning ordinance or regulation of any governmental body having jurisdiction is in conflict with these Protective Covenants and Restrictions, the more restrictive shall control.

106

C. Adjacent Farming

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

112

D. Fences

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Lot Owners shall maintain all fences bordering agricultural lands in accordance with State of Montana law.

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115

E. Noxious Weeds

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The control of noxious weeds by the Owners 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 Department. The Owners Association is responsible for control of state and county declared noxious weeds in the subdivision's parks, open spaces, community areas, trails, and roadways. 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

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125 from the Owners Association, the Owners Association may cause the noxious weeds to be
126 controlled. The cost and expense associated with such weed management shall be assessed to the
127 lot and such assessment may become a lien if not paid within thirty (3) days of the mailing of
128 such assessment.

129 **Article III: Covenants Governing Landscaping**
130 **and the Design and Erection of Structures**

131
132 No structure, fence or deck shall be erected on any lot prior to the Declarant or the HOA
133 approving in writing the structure's plans and a landscaping plan for the lot. The Declarant shall
134 promulgate design guidelines to assist in the preparation of suitable plans for the construction of
135 the initial structure, fencing, exterior decks and landscaping.

136 No change to the exterior of an approved structure, fence or deck shall be made prior to
137 the written approval of the change's plans.

138 Any lot owner violating this prohibition consents to enjoining the violation without
139 bond.

140 This restriction may be documented in the grant deed from the Declarant.

141 **A. Residential Use Only - Home Occupations**

142 No lot or structure may be used except for residential use and home occupations or
143 professions, which may be conducted upon the Lot or within the residence by the Owner or
144 Occupant of the residence, provided that (i) it first meets with zoning requirements, (ii) there are
145 no employees on the premises and (iii) there is no advertising of any product, work for sale, or
146 service provided to the public upon such lot or in the residence. No advertising or directory
147 signs relating to the home occupation shall be allowed. Daycare or childcare businesses shall be
148 allowed so long as it is allowed under applicable zoning.

149 **B. Pets**

150 Pets shall be controlled and not allowed to roam outside the boundaries of the Owner's
151 Lot. Domestic dogs and cats shall be permitted. No other animals shall be maintained upon the
152 Property, except those maintained exclusively within a residential structure. Any dog kennels or
153 runs must be attached to a primary or accessory structure, be screened from public streets and
154 adjacent properties and receive Declarant approval for materials and configuration. Further, they
155 must meet with any applicable zoning. No dangerous or barking dogs shall be maintained upon
156 any lot. In addition, no dangerous animals such as, but not limited to, large and/or venomous
157 reptiles shall be maintained on any lot.

158 **C. Lot Coverage and Floor Area**

159 Each Lot shall comply with zoning requirements for Lot coverage and Floor area.

160 **D. Yards**

161 Each Lot's yard shall comply with all requirements set forth for yards by zoning. All lawn
162 areas shall conform to the landscaping plan, and shall be sprinkled using underground sprinklers.
163 All planted areas shall be maintained in conformity with good weed control practices and all
164 governmental regulations.

165 No materials shall be stored upon any Lot except in areas which are not visible from a
166 street.

167 No boats, campers, trailers, or inoperable vehicles of any kind shall be stored upon the lot
168 except in a garage or an enclosure approved by the Declarant, except such vehicles may be
169 interim parked on driveways for a period of less than 48 hours.

170 **E. Zoning**

171 All zoning, land use regulations and all other laws, rules, and regulations of any
172 government or agency under whose jurisdiction the land lies are considered to be part of these
173 Covenants are enforceable by the Declarant; and all of the Owners of said lands shall be bound
174 by such laws, rules and regulations.

175 **F. Garbage**

176 No stored material, garbage, or debris shall be visible from the street.

177 **G. Fencing**

178 Rear and side yard fences may not exceed six feet in height. Rear and side yards shall
179 commence not less than four feet back from the plane of the street side entry door of the
180 structure. Fences nearer to the street may not exceed four feet in height. Fencing on corner lots
181 must be restricted in height to comply with traffic safety requirements and the regulations of the
182 City of Belgrade. All fences shall have natural wood appearance, and shall be colored to
183 complement the earth tones of adjacent structures. No fence may be painted. All fence designs
184 must be approved by the Declarant prior to construction.

185 In the event there is a conflict between the Covenants and the applicable zoning, the most
186 restrictive provision of either the Covenants or the zoning shall control.

187 **H. Structure Plans**

188 No structure shall be permitted of a size which, taken together with all other structures on
189 the Lots, violates City of Belgrade zoning ordinances.

190 All structures shall comply with City of Belgrade zoning ordinances.

191 All structures shall comply with interior sprinkling requirements imposed by
192 governmental entities at the time the structure is constructed.

193 All exterior construction materials, including color and shape, shall be submitted to the
194 Declarant for approval. All re-siding, re-roofing and exterior color changes shall conform with
195 the décor of the neighboring properties. No exterior material shall be utilized which is reflective
196 or glare-producing.

197 All structures on the property shall be site built of new materials. Manufactured homes,
198 mobile homes, and modular homes are prohibited. Panelized construction shall only be
199 permitted upon variance granted by the Declarant.

200 The plan materials submitted to the Declarant shall provide the proposed construction
201 schedule. No construction shall commence prior to Declarant's approval of all plans and
202 specifications. The approval shall state a date by which construction must commence. Complete
203 construction must be accomplished within twelve (12) months of commencement. Construction
204 mobilization and materials shall occur on the site no more than thirty (30) days prior to
205 commencement of construction, and all must be removed from the site within thirty (30) days
206 following the issuance of an occupancy permit.

207 During construction, all sites shall be maintained in an orderly and clean condition, free
208 of trash, on a daily basis. No materials shall be stored upon or allowed to be windblown onto
209 adjacent properties.

210 No structure shall be constructed upon easements for utilities.

211 **Article IV—Covenants Concerning the Use and Maintenance of the Lots**

212 **A. Maintenance of the Lot Exterior**

213 Each Lot Owner within the Property shall be responsible for the legally compliant control
214 of weeds declared to be noxious by Gallatin County, or other governmental entity with
215 jurisdiction.

216
217 All landscaping shall be maintained according to proper horticultural practices. Grasses
218 shall be watered and mowed on a regular basis so as to maintain their appearance in a sightly
219 condition.

220
221 Trees and shrubs shall be trimmed. No trees or shrubs will be allowed to encroach on
222 adjacent properties, except as agreed by adjacent properties. All encroaching trees and shrubs
223 shall be trimmed back to the property line upon the request of adjacent property owners.

224
225 No Lot shall be used for the storage of any materials outside of a residential structure or
226 garage, including lawn mowing equipment, vehicles, travel trailers or the like. Barbecue
227 equipment may be stored outside the residence, provided it is not visible from the street.

228
229 Drive access as shown on the approved landscaping plan shall not be modified unless the
230 modification is directed by the City of Belgrade.

231
232 **B. Maintenance of the Exterior of the Structure**

233 Each structure shall be maintained in a good and workmanlike manner, free of unsightly
234 conditions caused by lack of maintenance or weather damage. Structures damaged by wind and
235 hail shall be restored in a timely manner.

236
237 **C. Wildlife**

238 Wildlife may occasionally move through the subdivision. Lot Owners and Tenants are
239 hereby advised of this possibility and shall minimize leaving wildlife attractants unattended
240 outdoors. No feed or supplements attractive to wild animals shall be permitted.

241 IN WITNESS WHEREOF, this Declaration of Protective Covenants and Restrictions has
242 been executed on the date set forth below.

243

244

PEREGRINE DEVELOPMENT, LLC

245

246

By: Charles Dearhammer

247

Its: Member

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249

250

251

252 STATE OF MONTANA)

253 :ss.

254 COUNTY of Gallatin)

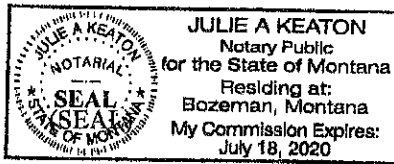
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256 On this 16th day of OCTOBER, 2017, before me, a Notary Public in and for the State
257 of Montana personally appeared CHARLES DEARHAMMER, known to me to be
258 MEMBER of Peregrine Development, LLC and the person whose name is subscribed
259 above, and acknowledged to me that he executed the same pursuant to the authority vested in
260 him.

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

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Julie A Keaton
Notary Public for the State of Montana

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After recording return to:
City of Belgrade
91 East Central Ave
Belgrade, MT 59714

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ASSIGNMENT OF EASEMENTS

Peregrine Development, LLC, a Montana LLC, as Grantee of the below-described Easements from CharlieSu, LLC, does hereby fully, irrevocably, grant, assign and dedicate its entire right title and interest in the below-described Easements to the City of Belgrade, Montana, a political subdivision of the State of Montana. This assignment is expressly permitted by the original grant of easements.

The Easements assigned, granted, and dedicated to the City of Belgrade, Montana are those Easements granted to Peregrine Development, LLC by CharlieSu, LLC by instrument dated May 24, 2017 and recorded with Gallatin County Clerk and Recorder as Document number 2580833, which Easements are over and across Tract 1A of Certificate of Survey number 729F, located in NE quarter of Section 35, T1N, R4E, P.M.M.

The Easements are for a Lift Station, Storm Drainage, Park Land, Storm Retention Pond, and sixty-foot-wide access Easement as shown on the attached Exhibit B, which Easements become permanent Easements to the City of Belgrade for public use upon the filing of the final plat of Hensen Subdivision, Number 3, Phase 1.

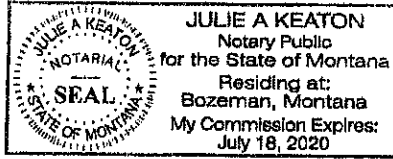


Peregrine Development, LLC
by Charles Dearhamer, its Member/Manager

10-16-2017
Dated

STATE OF MONTANA)
 :
COUNTY OF GALLATIN)

This instrument was acknowledged before me on the 16th day of October 2017, by Charles Dearhamer as Manager of Peregrine Development, LLC.



Julie A. Keaton
Notary Public for State of Montana

EXHIBIT A

SHOWING EASEMENTS FOR FINAL PLAT OF HENSON SUBDIVISION No. 3, PHASE I ACROSS TRACT 1A OF CERTIFICATE OF SURVEY No. 729F, SITUATED IN THE NE1/4 OF SECTION 35, T1N, R4E, P.M.M., CITY OF BELGRADE, GALLATIN COUNTY, MONTANA

