

Block M, LLC
20 North Tracy Avenue
Bozeman, MT 59715

2468956

Page: 1 of 10 11/26/2013 01:20:43 PM Fee: \$10.00
Charlotte Mills - Gallatin County, MT MISC

**DECLARATION
OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR BLOCK M SUBDIVISION**

THIS DECLARATION is made this _____ day of _____, 2013, by Block M, LLC., hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of the following described property situated in the City of Bozeman, County of Gallatin, Montana:

Block M, in the plat of Bozeman City & Portions of Abandoned Beall Street located in the NW ¼ of Section 7, T2S, R6E, P.M.M., City of Bozeman,

WHEREAS, Declarant intends to develop, sell and convey the above-described real property, hereinafter referred to as "Block M"; and,

WHEREAS, Declarant is creating a zero lot line townhome-style subdivision with vertical duplexes; and

WHEREAS, Declarant desires to subject all of said real property, together with the lots contained therein, to the covenants, conditions, restrictions and reservations herein set forth and referred to as "Covenants";

NOW, THEREFORE, Declarant does hereby establish, dedicate, declare, publish and impose upon the property the following Protective and Restrictive Covenants, which shall run with the land, and shall be binding upon and be for the benefit of all persons claiming such property, their grantors, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use, and development of the property. Such Covenants shall apply to the entire property, and all improvements placed or erected thereon, unless otherwise specifically excepted herein. The Covenants shall inure to and pass with each and every parcel, tract, lot or division.

Said Covenants shall be as follows:

ARTICLE I **DEFINITIONS**

Section 1. The term "Association" shall mean the owners lots or units within Block M, their successors and assigns. The Association may be incorporated as a Montana nonprofit corporation, with its members as the property owners.

Section 2. The term "member" shall mean the owner of a lot in Block M. Each owner agrees to abide and be bound by these Covenants, the Articles of Incorporation and Bylaws (if any), and the rules, regulations, and resolutions of the Association, if any. During any meeting regarding shared responsibility and/ or maintenance shared by all the lots, each lot shall be represented by one member with one vote.

Section 3. The term "owner" shall mean any person or entity owning a fee simple interest in a lot or unit or a contract purchaser of such lot or unit, whether one or more persons or entities, owning or purchasing a lot or unit, but excluding those having a mortgage or an interest merely as security for the performance of an obligation; provided, however, that prior to the first conveyance of a lot for value, the term "owner" shall mean "Declarant" or its successors or assigns. The term "person" hereinafter shall include any person, persons or entities.

Section 4. The term "contract purchaser" shall mean a person buying a lot or unit pursuant to a contract for deed, Montana Trust Indenture or mortgage.

Section 5. The terms "properties" or "lots" or shall mean all of the real property herein described and subsequently surveyed and platted into lots in Block M Subdivision, according to the official plats thereof filed of record in the office of the Clerk and Recorder of Gallatin County, Montana or created pursuant to the Montana Unit Ownership Act.

Section 6. The term "Directors" shall mean the directors of the association and shall consist of three lot owners who shall be elected at the annual meeting by a simple majority of the members of the Association; provided, however, the Declarant will at all times hold a position as a Director so long as Declarant owns at least one (1) lot. The Directors shall be elected for a term set by a simple majority of the membership, but not less than one year. Any vacancy in the Board of Directors occurring before the next annual meeting of the members shall be filled by the remaining Directors.

Until 90% of the townhomes or units have been sold, the Declarant shall have the right to appoint the Directors, who shall not be required to be owners or members of the Association. The initial number of Directors to be appointed by the Declarant shall be three.

Section 7. The term "Declarant" shall mean and refer to Block M, LLC and its successors and assigns.

Section 8. The term "improvements" shall include, but not be limited to: all buildings, garages, garage approaches, driveways, stairs, decks, roads, fences, screening walls and barriers, hedges, plantings, trees and shrubs, retaining walls, yard and lawn ornaments or artwork, exterior lighting, solar panels, water lines, sewer lines, electrical, gas, telephone and internet transmission lines, cable television lines, television and radio transmission facilities, poles, signs, and all other structures, installations, and landscaping of every type and kind, whether above or below the land surface.

Section 9. Other definitions may be found throughout these covenants and those definitions are binding upon all owners. Any term not specifically defined shall be deemed to have a common and ordinary meaning.

ARTICLE II

PROPERTY USE AND CITY REQUIRED COVENANTS

Section 1. Each ownership includes the right to use the central driveway as specified in the access easement; however **no parking or storage is permitted within the central driveway**. Garbage cans must be completely enclosed or screened except for the 12 hours before or after garbage pickup. Garage doors shall generally be kept closed except during occupation of the garage by the resident(s) of the units. Each lot shall be individually responsible for the maintenance and repair of any interior parking areas and garage stalls.

Section 2. All owners shall jointly share the responsibility of and cost of general maintenance of boulevards, sidewalks, landscaping, plazas, exterior stairs, driveways and drive approaches, stormwater facilities and common snow removal. Maintenance shall be by a designated entity or entities and shall include, but not be limited to: irrigation, trimming, mowing, planting, weed control, stormwater facility maintenance and snow and ice removal as required by the City of Bozeman. Note that excess snow will be hauled offsite by a snow removal/plowing service. Also note that the stormwater retention vault, slotted drain and inlets must be cleaned of sediment and debris on a regular basis, to prevent plugging. Failure to maintain the stormwater system will result in increased risk of flooding of residences.

Maintenance and repair caused by willful or negligent acts of owners shall include, but not be limited to, maintenance and repairs required as a result of utility installation or repairs, or other actions of contractors or agents of the owner. Any such act shall be the sole responsibility of the individual lot owner causing the act.

All lots owners are individually responsible for the maintenance and upkeep of building exteriors as well as rooftop decks and gardens which must at all times be kept in a safe and clean condition.

Section 3. No exterior alterations, additions or modifications shall be allowed without the approval of the Association.

Section 4. Units may be used as rentals (30 day minimum) and for limited commercial activities including home-based offices, studios and other similar uses. Retail and manufacturing uses are not permitted. All uses must be in compliance with the City Municipal Code or other applicable regulations.

Section 5. No noxious odors or offensive activity shall take place upon any portion of a lot nor shall anything be done thereon which may be, or may become, an annoyance to the neighborhood.

Section 6. Home movie theaters and sound systems, both interior and exterior, shall be constructed so as to minimize sound, noise, and bass reverberation, to any adjacent owners and the neighborhood.

Section 7. All dogs, cats and other pets shall be strictly controlled by their owners to prevent any interference or harassment of wild birds or animals in the subdivision or on surrounding or adjacent properties. If any animals are caught or identified chasing or otherwise harassing other animals or people, or have become a nuisance or annoyance to neighboring property owners, any Owner shall have the authority to have such animal or animals impounded in accordance with the City of Bozeman animal control regulations.

Section 8. Signs shall be limited to 1.5 square feet of wall-mounted signage per lot.

Section 9. No pickup camper, camping trailer, snowmobile, boat, trailer, motor home, motorcycle, four-wheeler, ATV, or any type of vehicle or similar item used for recreational purposes shall be used for habitation, overnight, or guest use, and such vehicles may not be placed or left upon a lot, driveway or adjacent street. Parking of any vehicle is prohibited in and on the central driveway and garage approaches.

Section 10. No temporary structures, trailers, campers, motor homes, tents, or similar structures shall be used as a residence on any lot.

Section 11. There are reserved, as shown on the plat and as may otherwise be reserved, easements for the purposes of constructing, operating, maintaining, enlarging, reducing, removing, laying or re-laying transmission lines, pipes, and related facilities and equipment for utilities, including, but not limited to, those providing gas, communication, and electrical power.

Section 12. City sewer and water lines, power, natural gas, cable television, and telephone primary service lines are provided to each lot. All such utility lines shall be laid underground.

Section 13. All solar panels or systems, satellite systems, wireless DSL connections, or similar improvements, must meet the requirements of all applicable building codes and FCC regulations and shall be first approved by the Declarant, successors or assigns. Satellite dish size shall not exceed two feet in diameter. All satellite dishes shall be inconspicuously located on the roof, and screened from adjacent rights-of-way.

Section 14. City of Bozeman Standard Covenants.

Any covenant which is required as a condition of the preliminary plat approval and required by the City Commission may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in the covenants, and the City Commission. The following covenants were required by the City of Bozeman:

1. If a utility easement is greater than the building setback required by Chapter 38, B.M.C. said easement shall apply.
2. All street rights-of-way contiguous to or within the proposed development site not used for street pavement, curbs, gutters, sidewalks or driveways (i.e., street boulevards) shall be landscaped, as defined in the Bozeman Municipal Code, and shall include one (1) large canopy tree for each 50 feet of total street frontage rounded to the nearest whole number. For street trees, a City of Bozeman planting permit for street trees and obtaining utility locates is required before any excavation begins in the City of Bozeman right-of-way. The planting hole shall be at least twice the diameter of the root ball, that the root flare of the newly planted tree is visible and above ground, and there should be a mulch ring 3'- 4' in diameter around each newly planted boulevard tree.
3. Upon the third anniversary of the plat recordation of any phase of the subdivision, any lot owner who has not constructed said sidewalk shall, without further notice, construct within 30 days, said sidewalk for their lot(s), regardless of whether other improvements have been made upon the lot."

Section 15. All zoning, land use regulations and all other laws, rules and regulations of any government or agency under whose jurisdiction the land lies are considered to be part of these Covenants and enforceable hereunder; and all of the owners of said lands shall be bound by such laws, rules and regulations. In the event there is a conflict between the Covenants and the applicable zoning, the most restrictive provision of either the Covenants or the zoning shall control.

ARTICLE III
BLOCK M OWNERS

Section 1. The owners of lots within Block M share common obligations. To that end, each lot or unit shall be entitled to one vote on any matter common to all twenty lots. Each lot owner has the right to enforce the Covenants. The owners shall establish a property owners' association for the purpose of enforcing these Covenants and operating the Association for the benefit of all members therein.

Any action regarding common obligation may be carried out and any obligation inuring there from become an obligation of each owner if owner provided five (5) days notice of the meeting and the item or topic. A vote to carry out an action shall require the affirmative vote of a majority of owners present at any noticed meeting.

Section 2. For the purpose of determining voting, at any meeting a person or entity shall be deemed to be an owner upon the recording of a duly executed deed to that 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. The legal title retained by the vendor selling under contract shall not qualify such vendor for membership.

Foreclosure of a mortgage, trust indenture or the termination or foreclosure of a contract for deed wherein title is vested in the mortgage, 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.

Section 3. The annual meeting of the owners shall occur on the 1st Monday of June of each year, at a time and place determined and noticed by Directors.

At the annual meeting, the lot owners shall review and approve a budget for the next year, shall elect Directors if desired, and shall conduct such other business as shall be reasonable or necessary to carry out the purpose of the Declarations.

Section 4. Any special meetings may be called by any two owners with 48 hours' notice, in writing.

Section 5. Notice of annual and special meetings shall be mailed to owners at the address for each owner as provided by the owner.

ARTICLE IV
ANNUAL AND SPECIAL ASSESSMENTS

Section 1. Assessments.

Each owner, whether or not it shall be so expressed in any deed or contract, is deemed to have agreed to these Covenants, and to pay to the fund established by the owners:

- a. Annual assessments or charges; and,
- b. Special assessments for capital improvements, which may be held in reserve or expended in the year of collection.

Once approved by a majority of owners present at a notice meeting, the annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the lot or unit, and shall be a continuing lien upon the lot or unit against which each such assessment is made. Each assessment, together with the interest, costs and reasonable attorney's fees, shall be the personal obligation of the owner of such lot or unit at the time when the assessment are due.

Section 2. Purpose of Assessments.

The assessments shall be used to promote the recreation, health, safety, convenience and welfare of the owners, for the improvement, repair and maintenance of the boulevards, sidewalks, landscaping, plazas, exterior stairs, driveways and drive approaches, stormwater facilities, common snow removal and for any other purposes, expressed or implied, in these Covenants.

Section 3. Amount and Approval of Assessments.

The maximum annual assessment per lot or unit which may be made in every calendar year shall not substantially exceed the projected and budgeted actual and reasonable costs to be incurred by the Association during the coming year in carrying out the purposes herein set forth, and may include a reasonable reserve for contingencies.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the owners may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or other capital improvements on the properties including fixtures and personal property related thereto, provided that any such assessment shall have the approval of 60 percent or more of all of the votes of the members who are present at a meeting duly called for that purpose.

Section 5. Uniform Rate of Assessment.

Annual assessments shall be fixed at a uniform rate for each lot. The assessments may be collected on a monthly, quarterly or annual basis, or any other regular basis. Special assessments shall be fixed at the same rate for each lot affected by the special assessments

Section 6. Date of Commencement of Annual Assessments: Due Dates.

Except as herein provided, the annual and special assessments provided for herein shall be due on the date determined by the lot owners

Section 7. Effect of Nonpayment of Assessments

Any assessment, annual or special, not paid within thirty days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. Any owner or owners may bring an action at law against the owners obligated to pay the same or foreclosure the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or by abandonment of their lot or unit.

Upon delivery of the notice of assessment to the owner, the assessment shall be a lien upon the owner's property. A Notice of Lien may be recorded with the Clerk and Recorder of Gallatin County, Montana. In the event of non-payment within thirty days after the recording of the notice of lien, any owner, on behalf of all owners, may foreclose the lien in the manner set forth under Montana law for the foreclosure of liens against real property. The enforcing owner is entitled to collect during an action for delinquent assessments any and all reasonable attorney fees and costs accrued prior to and in association with the collection of delinquent assessments.

Section 8. Sale or Transfer of a lot.

The sale, transfer or encumbrance of any lot or unit, shall not affect the assessment lien if recorded in the records of Gallatin County, Montana, or the personal liability of the owner responsible for the assessment. No sale or transfer to a third party with actual or constructive knowledge of an assessment shall relieve such new owner from the liability for any outstanding assessments, or from any assessments thereafter becoming due, or from the recorded lien thereof. A person or entity purchasing a lot shall be responsible for checking with owner for any outstanding assessments against said lot before the closing upon the purchase.

ARTICLE V
TERM, ENFORCEMENT, APPLICABILITY AND CHANGE

Section 1. The provisions of these Covenants shall be continuous and binding until terminated. For an initial term of five years from the date of these Covenants, or until 80 percent of the owners in Block M Subdivision have been sold, whichever first occurs, these Covenants may be modified, altered or amended only with the consent of the Declarant, or its assigns.

After the initial five year term for these Covenants, or after 80 percent of the lots have been sold, whichever first occurs, the provisions of these Covenants may be changed or amended or additional Covenants added, in whole or in part, upon approval of 80 percent of the votes of the owners at a meeting duly noticed and called for that purpose.

The dedications or easements for driveways or utilities shall not be changed without the unanimous consent of all of the owners affected by the change. Any covenant required as a condition of subdivision approval shall not be altered or amended without the agreement of the governing body.

Any change of these Covenants shall be effective upon the filing and recording of such an instrument in the office of the Gallatin County Clerk and Recorder. Any change in these Covenants shall not affect existing structures and uses of the lots. The Directors shall execute and record the amendment, change, or addition, with the Clerk and Recorder of Gallatin County, Montana.

Section 2. Enforcement of these Covenants shall be by proceedings either at law or in equity against any person or persons violating, or attempting to violate, any Covenant; and the legal proceedings may be to restrain violation of these Covenants, to recover damages, or both.

Should any lawsuit or other legal proceeding be instituted by any owner against an owner alleged to have violated one or more of the provisions of these Covenants, the prevailing party shall be entitled to recover the costs of such proceeding, including reasonable attorney's fees associated with the action, as may be ordered by the court.

Section 3. The failure of Declarant, or an owner, to enforce any Covenant or restriction contained herein shall not be deemed a waiver, or in any way prejudice the rights to later enforce that Covenant, or any other Covenant thereafter, or to collect damages for any subsequent breach of Covenants.

The waiver of a Covenant provision by the owners or non-action of the owners or Declarant in the event of a violation of a Covenant by a particular owner or lot shall not be deemed to delete or waive the Covenant or enforcement thereof as it pertains to other owners or lots.

Section 4. Invalidation of any one of these Covenants by judgment or by Court order shall in no way affect any of the other Covenants or provisions, all of which shall remain in full force and effect.

Section 5. In any conveyance of the above described real property or of any lot thereon, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the property is subject to protective or restrictive Covenants without setting forth such restrictions and Covenants verbatim or in substance in said deed nor referring to the recording data. All of the above described real property and lots shall be subject to the restrictions and Covenants set forth herein, whether or not there is a specific reference to the same in a deed or conveyance.

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this 25 day of November, 2013.

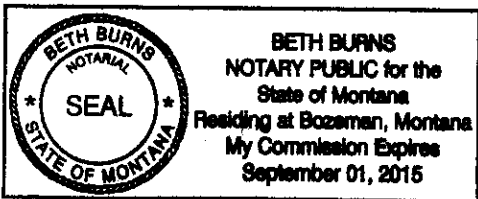
Block M, LLC.

By: [Signature]

STATE OF MONTANA)
)
) :ss.
County of Gallatin)

On this 25th day of November, 2013, before me, the undersigned, a Notary Public of the State of Montana, personally appeared Andy Holloran, known to me to be the Member of Block M, LLC., who executed the within instrument, and acknowledged to me that he executed the same on behalf of said company.

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



[Signature]
NOTARY PUBLIC for the State of Montana
Printed Name Beth Burns
Residing at Bozeman
My Commission expires September 1, 2015

AFTER RECORDING return to:

Block M, LLC
20 North Tracy Ave.
Bozeman, Montana 59715

2471572

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Charlotte Mills - Gallatin County, MT MISC



**FIRST AMENDED AND RESTATED DECLARATION
OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR BLOCK M SUBDIVISION**

THIS DECLARATION is made this 12 day of Dec., 2013, by Block M, LLC., hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of the following described property situated in the City of Bozeman, County of Gallatin, Montana:

Block M, in the plat of Bozeman City & Portions of Abandoned Beall Street located in the NW ¼ of Section 7, T2S, R6E, P.M.M., City of Bozeman,

WHEREAS, Declarant intends to develop, sell and convey the above-described real property, hereinafter referred to as "Block M"; and,

WHEREAS, Declarant is creating a zero lot line townhome-style subdivision with vertical duplexes; and

WHEREAS, Declarant submitted to the City of Bozeman for approval the covenants which were approved and recorded as Doc. No. 24688756 in the office of Gallatin County Clerk and Recorder and Declarant further desires to subject all of said real property, together with the lots contained therein, to the covenants, conditions, restrictions and reservations herein set forth and referred to as "Covenants" and amend and restate the Covenants with regard to the operations of the owners association and use of the roof top areas;

NOW, THEREFORE, Declarant does hereby establish, dedicate, declare, publish and impose upon the property the following Protective and Restrictive Covenants, which shall run with the land, and shall be binding upon and be for the benefit of all persons claiming such property, their grantors, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use, and development of the property. Such Covenants shall apply to the entire property, and all improvements placed or erected thereon, unless otherwise specifically excepted herein. The Covenants shall inure to and pass with each and every parcel, tract, lot or division.

Said Covenants shall be as follows:

ARTICLE I **DEFINITIONS**

Section 1. The term "Association" shall mean the lot owners within Block M, their successors and assigns. The Association may be incorporated as a Montana nonprofit corporation, with its members as the property owners.

Section 2. The term "member" shall mean the owner of a lot in Block M. Each owner agrees to abide and be bound by these Covenants, the Articles of Incorporation and Bylaws (if any), and the rules, regulations, and resolutions of the Association, if any. During any meeting regarding shared responsibility and/ or maintenance shared by all the lots, each lot shall be represented by one member with one vote.

Section 3. The term "owner" shall mean any person or entity owning a fee simple interest in a lot or a contract purchaser of such lot, whether one or more persons or entities, owning or purchasing a lot, but excluding those having a mortgage or an interest merely as security for the performance of an obligation; provided, however, that prior to the first conveyance of a lot for value, the term "owner" shall mean "Declarant" or its successors or assigns. The term "person" hereinafter shall include any person, persons or entities.

Section 4. The term "contract purchaser" shall mean a person buying a lot pursuant to a contract for deed, Montana Trust Indenture or mortgage.

Section 5. The terms "properties" or "lots" or shall mean all of the real property herein described and subsequently surveyed and platted into lots in Block M Subdivision, according to the official plats thereof filed of record in the office of the Clerk and Recorder of Gallatin County, Montana or created pursuant to the Montana Unit Ownership Act.

Section 6. The term "plaza" means small entryway features with landscaping / benches near lower unit entrance.

Section 7. The term "Directors" shall mean the directors of the Association and shall consist of three lot owners who shall be elected at the annual meeting by a simple majority of the members of the Association; provided, however, the Declarant will at all times hold a position as a Director so long as Declarant owns at least one (1) lot. The Directors shall be elected for a term set by a simple majority of the membership, but not less than one year. Any vacancy in the Board of Directors occurring before the next annual meeting of the members shall be filled by the remaining Directors.

Until 90% of the lots have been sold, the Declarant shall have the right to appoint the Directors, who shall not be required to be owners or members of the Association. The initial number of Directors to be appointed by the Declarant shall be three.

Section 7. The term "Declarant" shall mean and refer to Block M, LLC and its successors and assigns.

Section 8. The term "improvements" shall include, but not be limited to: all buildings, garages, garage approaches, driveways, stairs, roof decks, roads, fences, screening walls and barriers, hedges, plantings, trees and shrubs, retaining walls, yard and lawn ornaments or artwork, exterior lighting, solar panels, water lines, sewer lines, electrical, gas, telephone and internet transmission lines, cable television lines, television and radio transmission facilities, poles, signs, and all other structures, installations, and landscaping of every type and kind, whether above or below the land surface.

Section 9. Other definitions may be found throughout these covenants and those definitions are binding upon all owners. Any term not specifically defined shall be deemed to have a common and ordinary meaning.

ARTICLE II **PROPERTY USE AND CITY REQUIRED COVENANTS**

Section 1. Ownership of a lot includes the right to use the central driveway as specified in the access easement; however **no parking or storage is permitted within the central driveway**. Garbage cans must be completely enclosed or screened except for the 12 hours before or after garbage pickup. Garage doors shall generally be kept closed except during occupation of the garage by the resident(s). Each lot shall be individually responsible for the maintenance and repair of any interior parking areas and garage stalls.

Section 2. All owners shall jointly share the responsibility of and cost of general maintenance of boulevards, sidewalks, landscaping, plazas, exterior stairs, driveways and drive approaches, stormwater facilities and common snow removal. Maintenance shall be by a designated entity or entities and shall include, but not be limited to: irrigation, trimming, mowing, planting, weed control, stormwater facility maintenance and snow and ice removal as required by the City of Bozeman.

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All lots owners are individually responsible for the maintenance and upkeep of building exteriors as well as rooftop decks and gardens which must at all times be kept in a safe and clean condition.

Section 3. Exterior alterations, additions or modifications, including but not limited to coverings, shelters, roofing and other improvements to the roof, shall be prohibited unless approved in writing by the Association with written approval sought and secured prior to commencement of any alteration, addition or modification.

Section 4. No structure may be further divided, which includes the prohibition of subjecting a structure on any lot in Block M to a condominium regime. Structures may be used as rentals (30 day minimum) and for limited commercial activities including home-based offices, studios and other similar uses. Retail and manufacturing uses are not permitted. All uses must be in compliance with the City Municipal Code or other applicable regulations.

Section 5. No noxious odors or offensive activity shall take place upon any portion of a lot nor shall anything be done thereon which may be, or may become, an annoyance to the neighborhood.

Section 6. Home movie theaters and sound systems, both interior and exterior, shall be constructed so as to minimize sound, noise, and bass reverberation, to any adjacent owners and the neighborhood.

Section 7. All dogs, cats and other pets shall be strictly controlled by their owners to prevent any interference or harassment of wild birds or animals in the subdivision or on surrounding or adjacent properties. If any animals are caught or identified chasing or otherwise harassing other animals or people, or have become a nuisance or annoyance to neighboring property owners, any Owner shall have the authority to have such animal or animals impounded in accordance with the City of Bozeman animal control regulations.

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Section 9. No pickup camper, camping trailer, snowmobile, boat, trailer, motor home, motorcycle, four-wheeler, ATV, or any type of vehicle or similar item used for recreational purposes shall be used for habitation, overnight, or guest use, and such vehicles may not be placed or left upon a lot, driveway or adjacent street. Parking of any vehicle is prohibited in and on the central driveway and garage approaches.

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1. If a utility easement is greater than the building setback required by Chapter 38, B.M.C. said easement shall apply.
2. All street rights-of-way contiguous to or within the proposed development site not used for street pavement, curbs, gutters, sidewalks or driveways (i.e., street boulevards) shall be landscaped, as defined in the Bozeman Municipal Code, and shall include one (1) large canopy tree for each 50 feet of total street frontage rounded to the nearest whole number. For street trees, a City of Bozeman planting permit for street trees and obtaining utility locates is required before any excavation begins in the City of Bozeman right-of-way. The planting hole shall be at least twice the diameter of the root ball, that the root flare of the

newly planted tree is visible and above ground, and there should be a mulch ring 3'- 4' in diameter around each newly planted boulevard tree.

3. Upon the third anniversary of the plat recordation of any phase of the subdivision, any lot owner who has not constructed said sidewalk shall, without further notice, construct within 30 days, said sidewalk for their lot(s), regardless of whether other improvements have been made upon the lot."

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ARTICLE III BLOCK M OWNERS and ASSOCIATION

Section 1. The owners of lots within Block M share common obligations. To that end, each lot shall be entitled to one vote on any matter common to all twenty lots thought the Association. Each lot owner and the Board of Directors of the Association on behalf of the Association have the right to enforce the Covenants. The owners shall establish a property owners' association for the purpose of enforcing these Covenants and operating the Association for the benefit of all members therein.

Section 2. Each lot shall have one (1) vote on Association matters. For the purpose of determining voting, at any meeting a person or entity shall be deemed to be an owner upon the recording of a duly executed deed to that 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. The legal title retained by the vendor selling under contract shall not qualify such vendor for membership.

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

Section 3. The annual meeting of the owners shall occur on the 1st Monday of June of each year, at a time and place determined and noticed by Directors.

At the annual meeting, the lot owners shall review and approve a budget for the next year, shall elect Directors if desired, and shall conduct such other business as shall be reasonable or necessary to carry out the purpose of the Declarations.

Section 4. Any special meetings may be called by fifty percent (50%) any two owners with 48 hours' notice, in writing.

Section 5. Notice of annual and special meetings shall be mailed, hand delivered or sent electronically to owners at the address for each owner as provided by the owner.

ARTICLE IV
ANNUAL AND SPECIAL ASSESSMENTS

Section 1. Assessments.

Each owner, whether or not it shall be so expressed in any deed or contract, is deemed to have agreed to these Covenants, and to pay to the fund established by the owners:

- a. Annual assessments or charges; and,
- b. Special assessments for capital improvements, which may be held in reserve or expended in the year of collection.

Once approved by a majority of owners present at a notice meeting, the annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the lot, and shall be a continuing lien upon the lot against which each such assessment is made. Each assessment, together with the interest, costs and reasonable attorney's fees, shall be the personal obligation of the owner of such lot at the time when the assessment are due.

Section 2. Purpose of Assessments.

The assessments shall be used to promote the recreation, health, safety, convenience and welfare of the owners, for the improvement, repair and maintenance of the boulevards, sidewalks, landscaping, plazas, exterior stairs, driveways and drive approaches, stormwater facilities, common snow removal and for any other purposes, expressed or implied, in these Covenants.

Section 3. Amount and Approval of Assessments.

The maximum annual assessment per lot which may be made in every calendar year shall not substantially exceed the projected and budgeted actual and reasonable costs to be incurred by the Association during the coming year in carrying out the purposes herein set forth, and may include a reasonable reserve for contingencies.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the owners may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or other capital improvements on the properties including fixtures and personal property related thereto, provided that any such assessment shall

have the approval of 60 percent or more of all of the votes of the members who are present at a meeting duly called for that purpose.

Section 5. Uniform Rate of Assessment.

Annual assessments shall be fixed at a uniform rate for each lot. The assessments may be collected on a monthly, quarterly or annual basis, or any other regular basis. Special assessments shall be fixed at the same rate for each lot affected by the special assessments

Section 6. Date of Commencement of Annual Assessments: Due Dates.

Except as herein provided, the annual and special assessments provided for herein shall be due on the date determined by the lot owners.

Section 7. Effect of Nonpayment of Assessments

Any assessment, annual or special, not paid within thirty days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. Any owner or owners may bring an action at law against the owners obligated to pay the same or foreclosure the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or by abandonment of their lot.

Upon delivery of the notice of assessment to the owner, the assessment shall be a lien upon the owner's property. A Notice of Lien may be recorded with the Clerk and Recorder of Gallatin County, Montana. In the event of non-payment within thirty days after the recording of the notice of lien, any owner, on behalf of all owners, may foreclose the lien in the manner set forth under Montana law for the foreclosure of liens against real property. The enforcing owner is entitled to collect during an action for delinquent assessments any and all reasonable attorney fees and costs accrued prior to and in association with the collection of delinquent assessments.

Section 8. Sale or Transfer of a lot.

The sale, transfer or encumbrance of any lot, shall not affect the assessment lien if recorded in the records of Gallatin County, Montana, or the personal liability of the owner responsible for the assessment. No sale or transfer to a third party with actual or constructive knowledge of an assessment shall relieve such new owner from the liability for any outstanding assessments, or from any assessments thereafter becoming due, or from the recorded lien thereof. A person or entity purchasing a lot shall be responsible for checking with owner for any outstanding assessments against said lot before the closing upon the purchase.

ARTICLE V
TERM, ENFORCEMENT, APPLICABILITY AND CHANGE

Section 1. The provisions of these Covenants shall be continuous and binding until terminated. For an initial term of five years from the date of these Covenants, or until 90 percent of the lots in Block M Subdivision have been sold, whichever first occurs, these Covenants may be modified, altered or amended only with the consent of the Declarant, or its assigns.

After the initial five year term for these Covenants, or after 90 percent of the lots have been sold, whichever first occurs, the provisions of these Covenants may be changed or amended or additional Covenants added, in whole or in part, upon approval of 90 percent of the votes of the owners at a meeting duly noticed and called for that purpose.

The dedications or easements for driveways or utilities shall not be changed without the unanimous consent of all of the owners affected by the change. Any covenant required as a condition of subdivision approval shall not be altered or amended without the agreement of the governing body.

Any change of these Covenants shall be effective upon the filing and recording of such an instrument in the office of the Gallatin County Clerk and Recorder. Any change in these Covenants shall not affect existing structures and uses of the lots. The Directors shall execute and record the amendment, change, or addition, with the Clerk and Recorder of Gallatin County, Montana.

Section 2. Enforcement of these Covenants shall be by proceedings either at law or in equity against any person or persons violating, or attempting to violate, any Covenant; and the legal proceedings may be to restrain violation of these Covenants, to recover damages, or both.

Should any lawsuit or other legal proceeding be instituted by any owner against an owner alleged to have violated one or more of the provisions of these Covenants, the prevailing party shall be entitled to recover the costs of such proceeding, including reasonable attorney's fees associated with the action, as may be ordered by the court.

Section 3. The failure of Declarant, or an owner, to enforce any Covenant or restriction contained herein shall not be deemed a waiver, or in any way prejudice the rights to later enforce that Covenant, or any other Covenant thereafter, or to collect damages for any subsequent breach of Covenants.

The waiver of a Covenant provision by the owners or non-action of the owners or Declarant in the event of a violation of a Covenant by a particular owner or lot shall not be deemed to delete or waive the Covenant or enforcement thereof as it pertains to other owners or lots.

Section 4. Invalidation of any one of these Covenants by judgment or by Court order shall in no way affect any of the other Covenants or provisions, all of which shall remain in full force and effect.

Section 5. In any conveyance of the above described real property or of any lot thereon, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the property is subject to protective or restrictive Covenants without setting forth such restrictions and Covenants verbatim or in substance in said deed nor referring to the recording data. All of the above described real property and lots shall be subject to the restrictions and Covenants set forth herein, whether or not there is a specific reference to the same in a deed or conveyance.

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this 12 day of Dec., 2013.

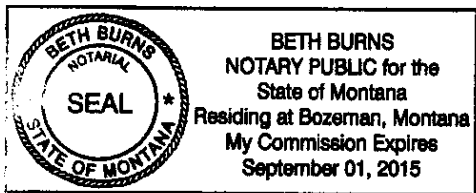
Block M, LLC.

By: [Signature]

STATE OF MONTANA)
)
) :ss.
County of Gallatin)

On this 12 day of December, 2013, before me, the undersigned, a Notary Public of the State of Montana, personally appeared Andy Holleran, known to me to be the member of Block M, LLC., who executed the within instrument, and acknowledged to me that he executed the same on behalf of said company.

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



[Signature]
NOTARY PUBLIC for the State of Montana
Printed Name Beth Burns
Residing at Bozeman
My Commission expires September 1, 2015

AFTER RECORDING return to:

Block M, LLC
20 North Tracy Ave.
Bozeman, Montana 59715

2505455

Page: 1 of 5 03/05/2015 02:34:44 PM Fee: \$5.00
Charlotte Mills - Gallatin County, MT MISC



**FIRST AMENDMENT TO THE FIRST AMENDED AND RESTATED DECLARATION
OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR BLOCK M SUBDIVISION**

THIS FIRST AMENDMENT TO THE DECLARATION is made this 14th day of January, 2015, by Block M, LLC, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of the following described property situated in the City of Bozeman, County of Gallatin, Montana:

Block M, in the plat of Bozeman City & Portions of Abandoned Beall Street located in the NW ¼ of Section 7, T2S, R6E, P.M.M., City of Bozeman,

WHEREAS, Declarant is developing, selling and conveying the above-described real property, hereinafter referred to as "Block M"; and,

WHEREAS, pursuant to Article V Section 1 of the First Amended and Restated Declaration of Protective Covenants and Restrictions recorded as Document Number 2471572, the First Amended and Restated Declaration of Protective Covenants may be modified, altered or amended only with the consent of the Declarant.

NOW, THEREFORE, Declarant does hereby amend the First Amended and Restated Declaration of Protective Covenants and Restrictions for Block M Subdivision and impose on the premises the following amendment to modify the location of the Private Access Easement and Utility Easement within Lots 1 through 10 of Phase 1 of the Amended Plat of Block M and to provide common open space within the former Lot R, which is being further divided into Lots 11 through 15 of Block M, which shall run with the land and shall be binding upon and be for the benefit and value of the Declarant and

persons claiming under it, its grantees, successors and assigns, and for the benefit of all Lots located within Block M, and shall be for the purpose of maintaining a uniform and stable value, character, use and development of the premises.

The private access and utility easement in Lots 1 through 10 of the Amended Plat of Block M in the plat of Bozeman City and portions of abandoned Beall Street (C-1-K) located in the NW ¼ of Section 7, T2S, R6E, P.M.M., Gallatin County, Montana as located and identified on the attached Exhibit A, showing revisions to a platted private access and utility easement is hereby granted for the benefit of the lots within Block M.

Article I Definitions is amended to include the following:

Section 10. The term "open space" means that the area described as Lot 15 in Block M which is for the use of all of the owners during the hours of 6:30 a.m to 11:00 p.m.

Article II PROPERTY USE AND CITY REQUIRED COVENANTS is amended to read as following:

Section 1 Ownership of a lot includes the right to use the central driveway as specified in the access easement: **however no parking or storage is permitted within the central driveway or open space.** Garbage cans must be completely enclosed or screened except for the 12 hours before or after garbage pickup. Garage doors shall generally be kept closed except during occupation of the garage by the resident(s). Each lot shall be individually responsible for the maintenance and repair of any interior parking area and garage stalls.

Section 2 All owners shall jointly share the responsibility of and cost of maintenance of boulevards, sidewalks, landscaping, plazas, open space, exterior stairs, driveways and drive approaches, stormwater facilities and common snow removal. Maintenance shall be by a designated entity or entities and shall include, but not be limited to: irrigation, trimming, mowing, planting, weed control, stormwater facility maintenance and snow and ice removal required by the City of Bozeman.

Note that excess snow will be hauled offsite by a snow removal/plowing service. Also note that the stormwater retention vault, slotted drain and inlets must be cleaned of sediment and debris on a regular basis, to prevent plugging. Failure to maintain the stormwater system will result in increased risk of flooding of residences.

Maintenance and repair caused by willful or negligent acts of owners or owner's agents shall include, but not be limited to maintenance and repairs required as result of utility installation or repairs, or other actions of contractors or agents of the owners. Any such act shall be the sole responsibility of the individual lot owner causing the act.

All lot owners are individually responsible for the maintenance and upkeep of the owner's ~~Building~~ exteriors as well as rooftop decks and gardens which must be at all times kept in a safe and clean condition.

Section 9 No pickup camper, camping trailer, snowmobile, boat, trailer, motor home, motorcycle, four-wheeler, ATV, or any type of vehicle or similar item used for recreational purposes shall be used for habitation, overnight or guest use, and such vehicles may not be placed or left upon a lot, driveway, adjacent street or open space. Parking of any vehicle is prohibited in and on the central driveway and garage approaches.

Article III BLOCK M OWNERS and ASSOCIATION is amended to read as following:

Section 1 The owners of lots within Block M shall share common obligations. To that end each lot shall be entitled to one vote on any matter common to all nineteen lots through the Association. Each lot owner and the Board of Directors of the Association, on behalf of the Association, have a right to enforce these Covenants and restrictions. The owners shall establish a property owners' association for the purpose of enforcing these Covenants and operating the Association for the benefit of the members therein.

Article IV ANNUAL and SPECIAL ASSESSMENTS is amended to read as following:

Section 2 Purpose of Assessment

The assessment shall be used to promote the recreation, health, safety, convenience and welfare of the owners, for the improvement, repair and maintenance of the boulevards, sidewalks, landscaping, plazas, open space, exterior stairs, driveways and drive approaches, stormwater facilities, common snow removal and for any other purposes, expressed or implied, in these Covenants.

All other provisions of the First Amended and Restated Declaration of Protective Covenants and Restrictions for Block M Subdivision shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this 14th day of January, 2015.

[signature to follow]

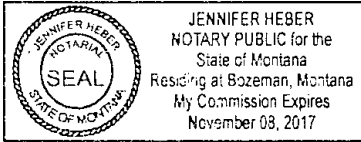
Block M, LLC, Declarant

By: [Signature]
Its Member
[Signature]

STATE OF MONTANA)
) :ss.
County of Gallatin)

On this 14th day of January, 2015, before me, the undersigned, a Notary Public of the State of Montana, personally appeared Andy Holloran known to me to be the member of Block M, LLC., who executed the within instrument, and acknowledged to me that he executed the same on behalf of said company.

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



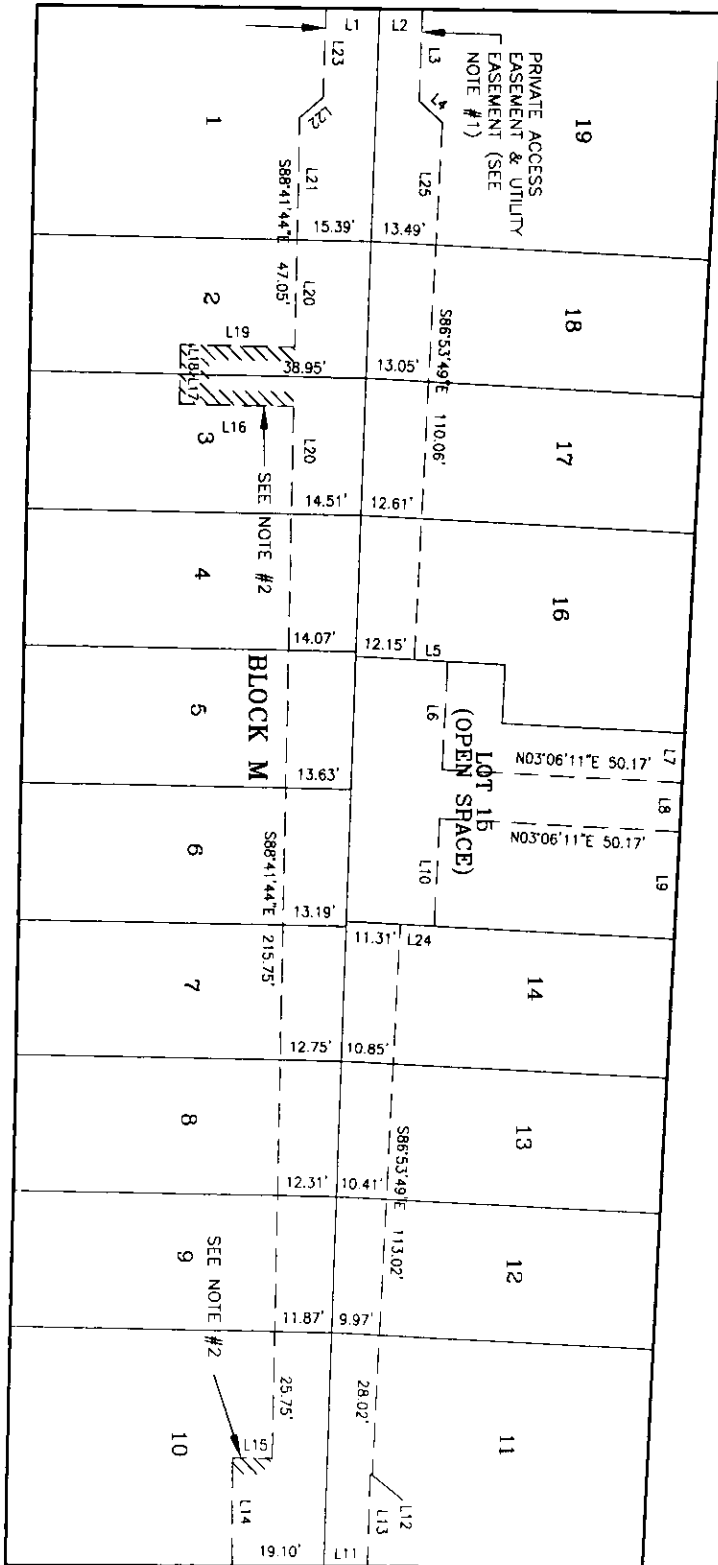
[Signature]
NOTARY PUBLIC for the State of Montana
Printed Name _____
Residing at _____
My Commission expires _____

EXHIBIT **A**

SHOWING REVISIONS TO A PLATTED PRIVATE ACCESS & UTILITY EASEMENT
 IN LOTS 1-10 OF THE AMENDED PLAT OF BLOCK M IN THE PLAT OF BOZEMAN CITY,
 & PORTIONS OF ABANDONED BEALL STREET (C-1-K)
 LOCATED IN THE NW 1/4 OF SECTION 7, T2S, R6E, P.M.M., GALLATIN COUNTY, MONTANA

NORTH TRACY AVENUE

N00°41'46"E 142.94'



N88°41'44"W 319.31'

EAST LAMME STREET

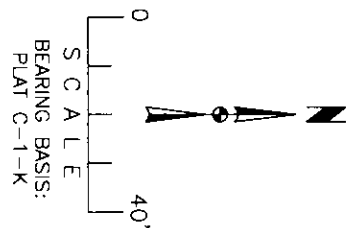
S00°28'14"W 132.93'

NORTH BLACK AVENUE

S86°53'49"E 319.05'

EAST BEALL STREET

- NOTES
1. The easement shown is a Private Access Easement and a UTILITY EASEMENT as defined in the Certificate of Consent on Plat C-1-K. The access easement is for use by lot owners and service providers, including but not limited to, deliveries, solid waste pickup and emergency services. The easement is not intended for use by the general public. The defined use of the access easement may be expanded or diminished by the covenants.
 2. The edges of the hatched easement areas shown are intended to be coincident with the finished exterior wall of the building. Buildings shall not encroach on the easement except on the sidelines of the buildings, where minor encroachment by exterior wall finishing may be allowed.
 3. The easement dimensions shown for Lots 11-19 are not changed from the plat which created them.



LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°41'46"E	11.12'
L2	N00°41'46"E	8.89'
L3	S87°49'43"E	18.71'
L4	S42°32'14"W	6.54'
L5	N03°06'11"E	7.00'
L6	S86°53'49"E	22.00'
L7	S86°53'49"E	10.00'
L8	S86°53'49"E	10.00'
L9	S86°53'49"E	22.00'
L10	S86°53'49"E	22.00'
L11	S00°28'14"W	9.07'
L12	S45°39'53"E	0.71'
L13	S87°49'43"E	18.59'

LINE	BEARING	DISTANCE
L14	S89°31'46"E	22.08'
L15	S01°18'16"W	8.29'
L16	S01°18'16"W	24.00'
L17	N88°41'44"W	6.00'
L18	N88°41'44"W	6.00'
L19	N01°18'16"E	24.00'
L20	N88°41'44"W	22.00'
L21	N88°41'44"W	25.05'
L22	S40°13'06"E	6.33'
L23	N87°49'43"W	18.18'
L24	S03°06'11"W	7.00'
L25	S86°53'49"E	25.06'

THOMAS, DEAN & HOSKINS, INC.
 ENGINEERING CONSULTANTS

DRAWN BY: SCA
 QUALITY CHECK: SA
 DATE: 1/5/15 FB: -
 JOB NO. B13-009
 CAD NO. 13009X2.dwg