

**ARTICLES OF INCORPORATION OF AND FOR THE
PIONEER LANDING SUBDIVISION PROPERTY OWNERS' ASSOCIATION, INC.**

The undersigned hereby executes these Articles of Incorporation for the purpose of forming a corporation under the Montana Nonprofit Corporation Act, Title 35, Chapter 2 of the Montana Code Annotated ("MCA"):

**ARTICLE 1
NAME**

The name of the corporation is the Pioneer Landing Subdivision Property Owners' Association ("Association").

**ARTICLE 2
MUTUAL BENEFIT CORPORATION**

The corporation is a mutual benefit corporation.

**ARTICLE 3
PERIOD OF DURATION**

The period of its duration is perpetual.

**ARTICLE 4
DEFINITIONS**

The words and terms used herein shall be deemed to have the same definitions and meanings as in the Declaration of Covenants, Conditions and Restrictions for the Pioneer Landing Subdivision and all amendments and supplements thereto as recorded or to be recorded in the public record ("Declaration").

**ARTICLE 5
PURPOSES AND POWERS OF CORPORATION**

5.1 **Purpose.** The Association is a Mutual Benefit Corporation under the laws of the State of Montana, and the purposes for which said corporation is formed are as follows.

- (a) Any lawful purposes permitted under the Montana Non-Profit Corporation Act, or any successor corporation law;
- (b) To carry out and conduct all corporate responsibilities enumerated in the Montana Non-profit Corporation Act, as the same exists from time to time;
- (c) To carry out and conduct the business of a mutual benefit owners' association;
- (d) To act as the Association to operate and administer the Pioneer Landing Subdivision and carry out the functions and duties as set forth in the Declaration and Bylaws;

- 5.2 **Powers.** The Association shall have all powers as granted to it in the Declaration, Bylaws and all powers granted to it under the Montana Nonprofit Corporation Act; and, the power to acquire, hold, convey and otherwise deal in and with real and personal property in the corporation's capacity as an owners' association.
- 5.3 **Earnings.** No part of the net earnings of the Association shall inure to the benefit of or be distributable to or for the benefit of any director, officer or member of the Association, or any other individual (except that reasonable compensation may be paid for services rendered to or for the benefit of the Association affecting one or more of its purposes) and no director, officer or member, or any other individual, shall be entitled to share in any distribution of any of the corporate assets on dissolution of the Association or otherwise.
- 5.4 **Dividends, Distribution, etc.** The Association shall not pay any dividends. No distribution of the corporate assets to members (as such) shall be made.

ARTICLE 6
REGISTERED OFFICE AND AGENT

The operations of the Association shall be conducted within Stillwater County, Montana, as may, from time to time, be determined by the Board of Directors. The initial street and mailing address of the initial registered office of the corporation are, respectively, _____ and the name of the corporation's initial registered agent is _____.

ARTICLE 7
INCORPORATOR

The name and business mailing address of the incorporator is as follows: C Jaimeson Properties LLC, PO Box 3253, Bozeman, Montana 59772.

ARTICLE 8
MEMBERSHIP AND VOTING

- 8.1 **Membership.** The corporation will have members. The number and manner of selection of directors shall be fixed by the bylaws and may be altered from time to time by amendment to the bylaws in the manner provided therein.
- 8.2 **Voting.** The voting rights of the Members shall be set forth in the Bylaws.

ARTICLE 9
BOARD OF DIRECTORS

The number of directors shall be not less than three (3).

ARTICLE 10
LIMITATION OF DIRECTOR LIABILITY

9.1 **Liability.** The directors hereby adopt the provisions of Section 35-2-447, MCA regarding the corporation's authority to indemnify the directors, and, in addition to any other limitation on director liability provided by law, no director shall be personally liable to the corporation or its members for monetary damages for breach of his or her fiduciary duties as a director, except for the following matters:

- (a) breach of the director's duty of loyalty to the corporation or its members;
- (b) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of laws;
- (c) a transaction from which a director derived an improper personal economic benefit;
- (d) a distribution in violation of these Articles or any other provision of the law for which the director voted;
- (e) a transaction for which the director voted and from which such director derives an improper personal economic benefit; or
- (f) an unlawful loan to, or guaranty for, such director.

9.2 **Indemnification.** Those persons serving as directors of the Association shall be indemnified for their actions to the full extent allowed under Montana law, pursuant to Sections 35-2-446 through 35-2-454, MCA.

ARTICLE 11
DISSOLUTION AND DISTRIBUTION OF ASSETS

11.1 **Dissolution.** Dissolution shall be in accordance with Section 35-2-721, et seq., MCA and its regulations as the same now exists or as it may be amended from time to time.

11.2 **Distribution of Assets.** Upon dissolution of the Association, the assets, both real and personal of the corporation, shall be granted, conveyed, and assigned to a master association that the Association may be a member of or any nonprofit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association, and shall otherwise be distributed in accordance with federal and state law.

ARTICLE 12
GOVERNANCE

Governance and regulation of the corporation are set forth in the Bylaws, and if not set forth therein, shall be controlled by the laws of the State of Montana, as the same exist from time to time.

ARTICLE 13
AMENDMENT

The Association may amend these Articles of Incorporation in the manner set forth in Sections 35-2-221, et seq. MCA.

IN WITNESS WHEREOF, Chylo Laszloffy, Member of C Jaimeson Properties LLC, named above as incorporator, has, by his signature below, adopted these Articles of Incorporation, this _____ day of _____, 2022.

After Recording Please Return to:
C Jaimeson Properties LLC
PO Box 3253
Bozeman, MT 59772

BYLAWS
OF AND FOR THE
PIONEER LANDING SUBDIVISION PROPERTY OWNERS' ASSOCIATION, INC.

THESE BYLAWS for the Pioneer Landing Subdivision Property Owners' Association, Inc. ("Association") are made and entered into, pursuant to the Montana Nonprofit Corporation Act ("Act"), Section §§ 35-2-113, et seq., MCA, as amended and supplemented, this _____ day of _____, 2022. These Bylaws shall, upon being recorded with the Clerk and Recorder of Stillwater County, Montana, govern and control the administration of the Association.

ARTICLE I
GENERAL PROVISIONS

Section 1. Name. The name of the corporation is the Pioneer Landing Subdivision Property Owners' Association, Inc.

Section 2. Office. The location of the principal office of the Association shall be _____, Montana, or at such place within Stillwater County as the Board of Directors may designate from time to time.

Section 3. Applicability. The provisions of these bylaws are applicable to the Association, formed as a Montana nonprofit corporation to possess and exercise the powers and duties conferred under the Articles of Incorporation of and for the Pioneer Landing Subdivision Property Owners' Association, Inc. ("Articles") and the Declaration of Covenants, Conditions and Restrictions for the Pioneer Landing Subdivision ("Declaration"), which subdivision includes the land, the buildings, common areas, and all other improvements on it, all easements, rights, and appurtenances which belong to it, and all other property, personal or mixed, intended for use in connection with the property, described as follows: See EXHIBIT A. ("Property").

The Association is further formed to administer certain real property conveyed as common areas for the benefit of Owners in the Pioneer Landing Subdivision. The Property in the Subdivision has been subject to the Declaration, as it sometimes may be amended from time to time, recorded in the real estate records of Stillwater County.

Acquisition of any Lot in the Pioneer Landing Subdivision will be sufficient to signify acceptance and ratification of the provisions of these Bylaws, the Articles, Declaration, any rules and regulations adopted hereafter adopted, pertaining to the use and operation of the Subdivision, as well as the laws of the City of Columbus, County of Stillwater, and State of Montana, and an agreement to comply with them. The failure of any Owner to abide by these Bylaws, and all rules and regulations made pursuant thereto, the Articles, Declaration, and the laws of the City of Columbus, Stillwater County, and the State of Montana, shall be grounds for appropriate legal action by the Association or by an aggrieved Owner against such non-complying Owner.

Section 4. Powers and Purpose. The Association shall have all the powers of a nonprofit corporation enumerated and set forth the Montana Nonprofit Corporation Act and as set forth herein, in the Articles, and Declaration.

The function and purposes of the Association are to carry out and conduct all corporate responsibilities enumerated in the Act, as the same exists from time to time, to carry out and conduct the business of a mutual benefit owners' association, and as follows.

- a. Adoption of Bylaws for the governance of the Association;
- b. General administration and management of the Subdivision and Association or contracting for the same;
- c. Maintenance, repair and replacement of or provision of maintenance, repair and replacement of common areas, as provided for in the Declaration, including the Park and/or Open Space, and the interior roads and alleys;
- d. Levying assessments and establishing the means and methods of collecting assessments and charges;
- e. Administer certain real property, including the common areas, as provided for in the Declaration, including the Park and/or Open Space, and the interior road and alley, for the benefit of Owners in the Subdivision, unless otherwise administered by the City;
- f. Entering into contracts or hiring of personnel for the management and administration of the affairs of the Association, including the maintenance, repair and replacement of common areas, as described above; and,
- g. Performance of all of the other powers, functions, and duties that may be required or permitted under the Declaration, or Rules and Regulations, as may be adopted by the Board from time to time.

Except as to those matters specifically required to be performed by the Owners by the Act, Declaration, these Bylaws, or the rules and regulations adopted by the Board of Directors in accordance with these Bylaws, as the same may from time-to-time be adopted or amended, the foregoing responsibilities shall be performed by the Board of Directors ("Board") or managing agent.

Section 5. Definitions. Capitalized terms used and not defined in these Bylaws shall have the meanings set forth in the Declaration.

Section 6. Compliance. The Developer and Declarant and every Owner and all those entitled to occupy a Lot shall comply with these Bylaws.

ARTICLE II **MEMBERSHIP**

Section 1. Membership. All Owners shall automatically become a Member of the Association and be subject to these Bylaws. Such membership shall terminate without any formal action by the Association whenever such person ceases to own a Lot in the Pioneer Landing Subdivision, however, such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Association during the period of ownership and membership in the Association, or impair any rights or remedies of other Owners, either through the Board or directly, against a former Owner and member arising out of or in any way connected with ownership or membership and the covenants and obligations incident hereto. By purchasing a Lot, each Owner acknowledges the foregoing and agrees that Owner will remain a Member of the Association for the entire ownership period.

The membership rights and privileges of an Owner who is a natural person may be exercised by the Member or Members. The membership rights of an Owner that is a corporation, partnership or other legal entity may be exercised by any officer, director, partner, or trustee, or by any other individual designated by the Owner in a written instrument provided to the Association.

Section 2. Members; Class of Membership. Member and Owner are defined in the Declaration, which definitions shall apply to all references to "Member" and "Owner" in this document. Each Owner shall be a Member as defined in the Declaration and each agrees to abide and be bound by these Bylaws, the Articles, Declaration, and any rules and resolutions of the Association as may be adopted from time to time. For the sake of simplicity, the term Member or Owner may be used to apply to both Member and Owner in the remainder of these Bylaws.

The Association will have one (1) class of membership.

Section 3. Rights of Members. All Members have the same rights and obligations with respect to any matters involving the Association. All Members are entitled to the use and enjoyment of any common areas, in accordance with terms and conditions shown on all recorded subdivision plats and/or surveys of the Property, the Declaration, the Articles, these Bylaws, and any rules or regulations adopted by the Board of Directors in accordance with these Bylaws, as the same may from time-to-time be amended.

Section 4. Membership Duties. Members shall have all duties imposed by the Declaration, the Articles, these Bylaws, and any rules and regulations adopted by the Board of Directors in accordance with these Bylaws, as the same may from time-to-time be adopted or amended.

Section 5. Failure to Comply. Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws of the Association, and the rules and regulations, decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully adopted or amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover

sums due, for damages or injunctive relief or both, and other action allowed by law, and for reimbursement of all costs, including attorney fees incurred in connection therewith, which action shall be maintainable by the Board, or Association manager in the name of and with the approval of the Association, or in the proper case, by an aggrieved Owner.

Section 6. Transfer of Membership and Succession. Membership in this Association is appurtenant to the Lot giving rise to such membership and, accordingly, is non-transferable except to the successor in title to the Lot who satisfies the criteria for membership eligibility. Any transfer of title to a Lot shall operate automatically to transfer membership in the Association to the new Owner thereof, subject to payment of all unpaid dues or assessments levied by the Association. The membership of each Owner shall terminate when said person or entity ceases to be an Owner, and upon the sale, transfer or other disposition of such person's or entity's ownership interest in the Lot said person's or entity's membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest. Such termination shall not relieve any Owner of liability for obligations incurred while a Member of the Association.

ARTICLE III **MEETINGS**

Section 1. Annual Meeting. The annual meeting of the membership shall be held each year at a date and location determined by the Board of Directors. The place, day, and time of such meeting shall be contained in the notice of meetings described below at Section 3. The purpose of the annual meeting shall be for the election of the Board of Directors or filling any vacancies thereon, conducting an annual review of the Corporation's past and future business and current financial condition, presentation of reports, and for the transaction of such other business of the Association as may come before the meeting.

Until such time as all Lots (100%) have been sold or otherwise disposed of by the Developer, the Developer shall take all actions on behalf of the Association, except that Declarant may transfer Declarant's interest in the Property or a portion thereof, with Declarant's rights prior to formation of the Association. Declarant may, at Declarant's discretion, exercise the option to turn over the Association to Owners at any time after fifty percent (50%) of the Lots are sold.

Section 2. Special Meetings. Special meetings of the Members for any purpose or purposes may be called by the President, by the Board of Directors, or by a petition signed by fifty-one percent (51%) of the Members. Notice of any special meeting must specify the reason for the meeting and the matter(s) to be raised, as well as the place, date, and time of such meeting. Only matters set forth in the notice or petition may be brought before the special meeting.

Section 3. Notice. Notice of all meetings, annual or special, shall be written or printed stating the place, date, and time of the meeting, and, in the case of a special meeting, the purpose or matter for which the meeting is called. Notice shall include a matter a Member intends to raise at the meeting if requested in writing to do so by a person entitled to call a special meeting; and the request is received by the secretary or president of the corporation at least ten (10) days before the notice of the meeting is given as provided herein.

Notice shall be mailed to every Owner of record at his, her, or its address of record at least ten (10) business days but not more than thirty (30) days before the meeting date. Notice, consistent with the foregoing, may be delivered to an Owner of record by unsecured electronic email transmission upon the request of an Owner. Such mailed notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the Member at the address as it appears in the books of the Association, with postage thereon prepaid. Notices and other communications sent to Owners' e-mail addresses shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement). It is the duty of each Member to advise the Association of his, her, or its current mailing address and email address. Personal delivery of such notice by the President or Secretary of the Association shall be considered as notice served.

Section 4. Quorum. No meeting, annual or special, shall be conveyed to conduct business unless a quorum is present in person or by proxy. A quorum shall consist of fifty-one percent (51%) of the total aggregate interest of the Association. At any time, during any meeting, that quorum is not present, such meeting shall be adjourned forthwith.

If the Secretary determines, after diligent effort has been made, that a quorum cannot be assembled for the adjourned meeting, the Secretary may petition the Board to establish a lower quorum requirement for the sole purpose of considering the business to have been transacted at the meeting originally called. If the Board determines that a lower quorum requirement is appropriate under the circumstances, due to the exigent nature of the business to have been transacted or for other good cause, it may establish such lower quorum requirement for the purposes of the adjourned meeting only. If the Board so determines, it shall record in the applicable resolution the specific reason or reasons for such action, and such action shall only be effective with respect to the adjourned meeting and shall not require or constitute an amendment to these Bylaws.

Section 5. Order of Business. The order of business at all meetings of Members shall be as follows:

- a. Roll call and determination of presence of quorum;
- b. Proof of notice of meeting or waiver of notice;
- c. Reading of minutes of preceding meeting;
- d. Reports of officers;
- e. Reports of committees;
- f. Election of directors (at annual meeting);
- g. Unfinished business;
- h. New business; and
- i. Adjournment.

Section 6. Conduct of Meetings. The President, or if not available, the Vice President shall preside over all meetings of the Association. The Secretary shall keep, or shall cause to be kept by assigning this duty to the managing agent or someone else, the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all votes and transactions occurring at the meeting. Standard rules of conduct shall govern the conduct of all

meetings of the Association when not in conflict with the Declaration or these Bylaws. Votes shall be tallied by inspectors appointed by the President, or if not available, the Vice President.

Section 7. Action by Members Without a Meeting. Unless otherwise provided by law, the Declaration, or herein required, any action required to be taken at a meeting of the Members (except for the election or removal of officers) may be taken without notice of a meeting if one or more written consents, setting forth the actions so taken, approved and signed by Members entitled to vote holding eighty percent (80%) of the voting power, is filed with the minutes and corporate records of the Association within ten (10) days of the action so taken without a meeting. Written notice of Member approval pursuant to this Section must be given to all Members, and specifically to those Members who did not sign the written consent. The consent signed under this Section has the effect of a meeting vote and may be described as a vote ten (10) days after written notice is given.

ARTICLE IV **VOTING**

Section 1. Voting Rights of Members. The Association shall have one class of voting membership, as provided in Article II, Section 2. The Owners shall be entitled to one (1) vote for each Lot. When more than one person owns an interest in a Lot the vote of such Lot shall be exercised as they among them determine, but in no event shall there be more than one vote per Lot.

Whenever a quorum is present at a meeting of the Association or the Board of Directors, those present may do any and all acts they are empowered to do unless specific provisions of these Bylaws, the Articles, Declaration, or federal, state, or local law direct otherwise.

No Owner may vote at any meeting, or be nominated or elected to serve on the Board of Directors, or as an officer of the Association, if, at the time of such meeting, nomination or election, the Owner is delinquent in the payment of any Assessments or has been determined by the Board to be otherwise in violation of any of the Declaration, these Bylaws, or the rules and regulations adopted by the Board of Directors in accordance with these Bylaws. This disqualification shall continue until such time as the Owner has paid such delinquent Assessments or such other violations have been cured.

Section 2. Proxy. A vote may be cast in person or by proxy. Proxies shall be duly executed and in writing, shall be valid only for the particular meeting designated therein, and must be filed with the Secretary at least one day prior to the meeting date stated in the notice of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice revocation from the Owner of such townhome. No proxy shall be valid for a period in excess of one hundred eighty (180) days after the execution thereof.

ARTICLE V
BOARD OF DIRECTORS

Section 1. Number and Qualifications. The Association must have a Board of Directors, which shall be comprised of not fewer than three (3) Members, subject to the requirements of the Declaration. The numbers of Directors may be increased or decreased by amendment to these Bylaws, but shall not be less than three (3).

Section 2. General Powers. The Directors shall manage the business and affairs of the Association, and in all cases, act as a Board, and may adopt such rules and regulations for the conduct of their meetings and the management of the Association as they may deem proper, not inconsistent with the Declaration, these Bylaws, and the laws of this State. The Directors further shall, in general:

- a. act for and carry on the administration and affairs of the Association as authorized and prescribed by the Articles, Declaration, and these Bylaws, and to do those things which are reasonable and necessary in order to carry out the governance and operation of the Association;
- b. carry out the duties and responsibilities of the Board in all other matters as may be authorized, needed or required by the Declaration;
- c. have all powers and duties referred to in the Articles, Declaration or these Bylaws or the laws of the State of Montana; and,
- d. enforce the provisions of the Declaration and Bylaws of Association.

Section 3. Specific Powers. In addition to the General Powers, the Board of Directors shall have the powers and duties to:

- a. call annual meetings of the Association and give due notice thereof;
- b. conduct elections of the Board of Directors;
- c. administer the affairs of the Association and the Subdivision;
- d. adopt Rules and Regulations, after written notice of the meeting called to adopt such Rules and Regulations is given to all Members, governing the administration, management, operation and use of the Subdivision and the common areas, interior roads and alleys, and to amend such Rules and Regulations from time to time. Such rules must be approved by two-thirds (2/3) of Members at any Regular or Special meeting of the Association;
- e. manage the Subdivision or to provide for the management of the Subdivision by hiring or contracting with suitable and capable management and personnel;
- f. pay the expenses of the Association, including taxes, assessments, and for the maintenance, repair and replacement of common areas, the interior roads and alleys, and other costs and obligations as provided in the Declaration, and to approve payment vouchers at either regular or special meetings;
- g. provide a means of hearing grievances of Members and to respond appropriately thereto;
- h. estimate and prepare the amount of the annual budget, to determine the amount of the assessments payable by Members for expenses related to the maintenance,

- repair and replacement of common areas, the interior roads and alleys, among other costs which may be included in such assessments;
- i. levy and collect annual assessment as allowed by the Declaration, these Bylaws and the State of Montana, and to provide for the collection, expenditure and accounting of said assessments;
 - j. levy and collect special assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses, costs or additional capital expenses, or due to emergencies;
 - k. take appropriate legal action to collect any delinquent assessments, payments or amounts due from Members, or from any person(s) owing money to the Association, and to levy a penalty and to charge interest on unpaid amounts due and owing, and to file liens and bring action for foreclosure as provided for in the Declaration. Other than for the collection of delinquent assessments or accounts, the Board shall not initiate any litigation or lawsuit without prior approval of at least two-thirds (2/3) of the aggregate interest of Members;
 - l. defend in the name of the Association, any and all lawsuits wherein the Association is a party defendant;
 - m. enter into contracts and agreements necessary to carry out the duties of the Association;
 - n. establish a bank account(s) for the Association, and any accounts as necessary, to keep therein all funds for the Association. Withdrawal of monies from such accounts shall only be by checks signed by such persons as are authorized by the Board in accordance with these Bylaws;
 - o. provide for the perpetual maintenance of the common areas, the interior roads and alleys, and to make any assessments necessary for such maintenance
 - p. appoint committees of the Board; and,
 - q. arrange, maintain and renew the insurance for the Association as set forth in the Declaration.

Section 4. Execution of Documents. All agreements, contracts, deeds, leases, checks, and other instruments of the Association for expenditures or obligations in excess of Three Thousand Dollars (\$3,000) shall be executed by two (2) Directors, as determined by the Board, and those in the amount of Three Thousand Dollars (\$3,000), or less, may be executed by one (1) Director, as determined by the Board, or otherwise provided for in these Bylaws.

Section 5. Number, Term, Election, Officers, Removal and Resignation.

- a. Number. The number of Directors of this Corporation shall be not less than three (3). Declarant shall have the authority vested in the Association until such time as all Lots (100%) have been sold or otherwise disposed of by Declarant, except that Declarant may transfer Declarant's interest in the Property or a portion thereof, with Declarant's rights prior to formation of the Association, or until Declarant, at Declarant's discretion, exercises the option to turn over the Association to Owners at any time after fifty percent (50%) of the Lots are sold. At which time the last Lot has been sold or otherwise disposed of by Declarant, subject to the foregoing, or if

the Association is sooner turned over to the Owners by Declarant, an election shall be held to duly elect the Board of Directors.

- b. Term. Directors shall be elected to terms of no more than four (4) years, which shall have the same start and ending times, with the exception of the first Board of Directors elected, in which one Member shall serve a three (3) year term, and one Member shall serve a two (2) year term, in order to accomplish staggered terms.
- c. Directors. Among the Board of Directors, a President, Secretary, and Treasurer must be elected. A Vice President may also be appointed or elected among the Directors. One person may simultaneously hold more than one office, but in any event the number of Directors shall not be less than three (3).
- d. Election of Directors. At each annual meeting, Members shall elect Directors, as needed, which shall hold office until a Director's term concludes, and a successor is elected or until death, resignation, or removal in the manner herein provided. The term of office of each Director elected to fill a vacancy created by death, resignation or removal shall be the balance of the unexpired term. Nominations for Directors may be submitted from the floor at any meeting at which an election is to be held to fill a vacancy, or by petition of Members. Unless the Board otherwise determines, if there is a Vice President, the Vice-President shall be the successor to the President.
 - (i) President. The President shall be the principal executive officer of the Association, subject to control of the Board. The President shall supervise and control all the business and affairs of the Association, preside at all meetings of the Members, and shall perform such other duties incident to the office of President as may arise and as may be prescribed by the Board. The President may sign, with the Secretary, or any other proper officer of the Association authorized by the Board, all instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board, Articles, or Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed.
 - (ii) Vice-President. If a Vice President is elected, in the absence of the President or in the event of the President's death, inability to act, the Vice-President shall perform the duties of President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time-to-time may be assigned by the President or the Board.
 - (iii) Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the Members, or shall cause to be kept by assigning this duty to the managing agent or someone else, and shall see that all notices are duly given in accordance with the provisions of the Articles and Bylaws, compile the list of Members entitled to vote at any meeting of Members, be custodian of the Associations' books and records, keep a register of the names and addresses of all Members, and, in general, perform all duties incident to the office of the Secretary and such other duties as from time- to-time may be assigned by the President or by the Board, and as otherwise provided in these Bylaws. The

Secretary shall also perform those duties and responsibilities incident to the office of the Treasurer, as follows, unless the Board elects a Treasurer to perform these duties and responsibilities.

- (iv) Treasurer. The Treasurer shall have charge and custody of and be responsible for, all funds and securities of the Association, receive and give receipts for monies due and payable to the Association from any source whatsoever; keep a full and accurate record of all monies received and expended; deposit all monies in the name of the Association in such banks, trust companies or other depositories as the Board may from time- to-time select; establish and maintain such accounting and fiscal controls, including provision for annual financial statements and/or audits by outside accountants, if directed by the Board, and as in keeping with sound bookkeeping and accounting practices and the laws of the State of Montana; prepare, or assist outside tax preparers or accountants in the preparation of all required tax returns; send notice of levy of all dues or assessments and inform the Secretary of the names of all Members delinquent in payment thereof; and, in general, perform all of the duties incident to the office of a treasurer and such other duties as from time-to- time may be assigned to by the President or the Board.

- e. Removal and Resignation. Any or all of the Directors may be removed for cause upon the vote of two-thirds (2/3) of Members at a meeting called specifically for that purpose, upon notice being given. A Director may resign at any time by giving notice to the Board, the President, or the Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board, or such officer, and acceptance of the resignation shall not be necessary to make it effective. If a vacancy occurs, a special meeting of the Association shall be held for the purposes of an election to fill the vacancy.

A Director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his or her predecessor.

Section 6. Salaries or Compensation. All officers shall serve without salary and/or compensation.

Section 7. Board Meetings, Special and Regular, Notice.

- a. Regular Meetings. A regular meeting of the Board shall be held, without additional notice other than this Bylaws, immediately after and at the same place as the Annual Meeting of Members. The Board may provide, by resolution, the time and place for the holding of additional regular meetings with notice being that in the resolution and by mail, facsimile, telephone, hand delivery, or email, at least ten (10) days prior to the date of such meeting.
- b. Special Meetings. Special meetings of the Board may be called by or at the request of the President or other presiding Member of the Board or upon written request of two (2) Directors. The person or persons calling such special meeting of the Board may fix the place for holding the special meeting called by them.

- c. **Notice of Special Meetings.** Notice of any special meetings of the Board shall be given at least five (5) business days previous thereto by written notice delivered personally, or by mail, facsimile transmission, or email, providing the date, time, place, and purpose of the meeting. If notice is given by facsimile transmission or email, such notice shall be deemed delivered on the date and at the time shown on the facsimile transmission report or email. If mailed, such notice shall be deemed delivered when deposited in the United States Mail so addressed, with postage thereon prepaid.

Section 8. Quorum, Proxies, Action Without Notice or Meeting

- a. **Quorum and Manner of Acting.** Except as otherwise provided in these Bylaws, at any meeting of the Board a majority of the Directors in office shall constitute a quorum for the transaction of business, but if less than said number is present at a meeting, a majority of the Directors present may adjourn the meeting without further notice. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless otherwise provided herein or by the Montana Non-Profit Corporation Act. In no event may a quorum consist of fewer than two directors.
- b. **Proxies.** At all meetings of the Board, a Director may vote by proxy executed in writing by the Director or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting.
- c. **Action Without Notice or a Meeting.** The Board shall have the right to take any action in absence of notice or formally convened meeting which could be taken at a meeting, if such action is taken by all Directors, which must be evidenced by written description of the action taken by all Directors, signed by each Director, and by filing such approval with the Minutes of the proceedings of the Board within ten (10) days of the action so taken without a meeting. An action so approved shall have the same effect as if taken at a duly noticed and convened meeting of the Board at which a quorum was present.

ARTICLE VI. **CONTRACTS, CHECKS, AND DEPOSITS**

Section 1. Contracts. The Board may, in writing, authorize officer or officers or agent or agents to enter into a contract or execute and deliver an instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances, and, unless so authorized by the Board, no officer, agent, or employee shall have the power or authority to bind the Association by a contract or to pledge its credit or otherwise render it liable for any purpose or in any amount.

Section 2. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such Director or Directors as provided in these bylaws at Article V.

Section 3. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VII
FISCAL YEAR

The fiscal year of the Association shall run from January 1st to December 31st of each year.

ARTICLE VIII
WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any Member, Owner, or Director under the provisions of these Bylaws or under the provisions of the Articles, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

The attendance or participation of a Member, Owner, or Director at a meeting shall constitute a waiver of notice of such meeting, unless upon arriving at the meeting, or prior to any vote on a matter not noticed in conformity herewith, such Member, Owner, or Director objects to lack of proper notice and does not vote for or assent to any action or matter being voted upon.

ARTICLE IX
ASSESSMENTS

Section 1. Levy of Assessments. The Board shall establish and levy all assessments necessary to carry out the purposes of this Association and as provided for by the Declaration.

Section 2. Assessment Purpose; Amount. On an annual or quarterly basis, as determined by the Board, the Board shall, consistent with the Declaration, establish and levy such assessments as are necessary for payment of the costs of maintenance, repair, and/or replacement as provided in the Declaration, including, but not limited to maintenance for all stormwater facilities and common areas and facilities, and snowplowing of roads and alleys, and landscaping and maintenance thereof, as provided for in the Declaration, or other for acquisitions or other capital improvements as applicable, for the benefit of the Subdivision and Owners; for management and administration of the Association or common areas, liability and other insurance, taxes, if any; for purposes of deferring costs, including attorneys' fees, incurred in connection with the Associations' enforcement of the Bylaws or Declaration, or a reserve for the purpose of deferring, in whole or in part those costs; and any other amounts the Board may require to perform the normal duties of the Association during each fiscal year, and any other purpose or reason as determined reasonable, necessary and appropriate by the Board, as determined in conformity with standard accounting practices, and a portion as the Board considers adequate, necessary, and appropriate to meet the costs of the future needs of the Subdivision. Assessments may also be made for any purpose contemplated by the Declaration and for any purpose set out in the Act. The amount of such fund and levy of assessments shall be as the Board may, by resolution, from time-to-time establish. Any

such assessment shall require a vote of a majority of the Board present at a meeting duly called for such purpose at which a quorum is present.

Section 3. Assessments; Special Assessments. All assessments shall be fixed and levied at the same uniform rate equally against each Residential Lot. The Commercial Lot assessments shall be as provided in the Declaration. No assessments will be levied against Lots owned by the Declarant until such time as permitted improvements are made to the Lot or the Subdivision is turned over to the Association. Assessments shall be collected on an annual basis, or quarterly, as the Board may determine. Notice of all assessments, amount thereof, the purpose for which it is made whether regular or special, an annual budget for expenditures and operation, and due date shall be delivered directly to each Owner, either personally or by first-class mail, postage prepaid according to the Notice provided for in the Declaration.

The Board may levy a special assessment in order to raise funds for unexpected repair, replacement, operating, or other Association costs, insufficient operating or reserve funds, and for such other purposes as the Board in its discretion considers reasonable, necessary and appropriate, subject to the provisions for special assessments in the Declaration. Any such special assessment shall require a vote of a majority of the Board present at a meeting duly called for such purpose at which a quorum is present.

Section 4. Default Assessments. Other assessments may be fixed and levied by the Board against Owners for fines, fees, penalties, interest, attorney fees and costs, and other such charges, related to any default, breach, or violation of the Declaration, these Bylaws, or rules and regulations adopted by the Board or Association by such Owner. If the expense of the Association is caused by a) the negligence or misconduct of an Owner, Owner's family, occupant, employee, agent, licensee or invitee, or b) a violation of the Declaration, these Bylaws, or any rules and regulations adopted in accordance therewith, by an Owner, Owner's family, occupant, employee, agent, licensee or invitee, the Association may, if it deems necessary or advisable, levy an assessment, penalties, charges, fees or fines against such Owner or Lot in accordance with the Declaration and Bylaws. Any such assessment levied by the Association, and each penalty, fee, fine, or other charge imposed upon an Owner or Lot as a result thereof are referred to as a "Default Assessment" and shall be recoverable in the same manner as other assessments as provide for herein.

Section 5. Notice. Notice of all assessments, amount thereof, the purpose for which it is made whether regular or special, an annual budget for expenditures and operation, and due date shall be delivered to each Owner, either personally, by email, or by first-class mail, postage prepaid to Owners at the addresses of record at least forty-five (45) days prior to the due date.

Section 6. Payment. Assessments levied by the Board become due and payable within thirty (30) days of the date of personal delivery, mailing, or emailing of notice of assessments, after which thirty (30) days such assessments shall be delinquent. Upon becoming delinquent, such assessment shall bear interest at the highest legal rate then allowable, and subject to late fees in an amount determined by the Board. The Board shall take prompt action to collect any unpaid assessments that become delinquent. The Board and/or Association may bring an action at law against the Owner personally obligated to pay the same as further provided herein. No Owner may waive or otherwise not be liable for the assessments provided for herein.

Notwithstanding anything contained in these Bylaws or the Declaration to the contrary, neither the Declarant nor any Lot owned by the Declarant shall be subject to any Assessments until such time as the Subdivision is turned over to the Association.

Section 7. Assessment Accounts. Annual assessments shall be deposited in an Association account or reserve account to be used for the purposes provided herein and in the Declaration. Special assessments and default assessments as described in this Article IX may be held in separate Association accounts as deemed reasonable and prudent by the Board.

Section 8. Enforcement; Liens and Foreclosures. Upon notice of assessment, each Owner against which an assessment is levied shall be personally obligated to pay the assessment. All assessments, and any interest and late fees, assessed but unpaid and chargeable to any Lot, Commercial Lot, or Unit shall constitute a lien on such Lot. To evidence such lien, the Board shall record a notice of assessment lien setting forth the amount of such indebtedness, the amount of accrued interest and late fees, the name of the Owner, and description of the Lot, which notice shall be filed of record in the Office of the Stillwater County Clerk and Recorder, and shall constitute a lien against the Lot, against which assessment was made. Such lien shall attach from the date of recording. Upon recording of the assessment lien, the Association may bring action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the property in the same manner as a mortgage on real property, and the Association shall be entitled in any such action or foreclosure proceedings to recover its costs, expenses and reasonable attorney's fees. Such lien shall continue until fully paid or satisfied. When such lien has been fully paid or satisfied, a notice releasing the lien shall be promptly filed.

ARTICLE X AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a two-thirds (2/3) vote of Members entitled to vote at a meeting of Members specially called for such purpose at which a quorum is present. The notice of meeting shall contain or be accompanied by the text of the proposed amendment and shall otherwise comply with the notice requirements herein.

DATED this _____ day of _____, 2022.

[signatures on following page]

C JAIMESON PROPERTIES LLC, by

Chylo Laszloffy, Member

STATE OF MONTANA)
 :SS
County of _____)

On this _____ day of _____, 2022, before me, a Notary Public for the State of Montana, personally appeared CHYLO LASZLOFFY, Member of C JAIMESON PROPERTIES LLC, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.

Printed Name: _____
Notary Public for the State of Montana
Residing at _____, Montana
My commission expires: _____

EXHIBIT "A"

Legal Description

Certificate of Survey 246564 and Tract 3A-1A of 1Certificate of Survey 371158 situated in the N1/2 of Section 21, Township 2S, Range 20E, P.M.M, City of Columbus, Stillwater County, Montana.

After Recording Please Return to:
C Jaimeson Properties LLC
PO Box 3253
Bozeman, MT 59772

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
PIONEER LANDING SUBDIVISION, A PLANNED UNIT DEVELOPMENT

This Declaration of Covenants, Conditions, and Restrictions ("Declaration") is made and entered into on this ____ day of _____, 2022 by C Jaimeson Properties LLC, subdivider of the Pioneer Landing Subdivision, a Planned Unit Development ("Declarant").

RECITALS

WHEREAS, Declarant is the owner of the real property comprising the Pioneer Landing Subdivision, a Planned Unit Development which is more specifically described in Exhibit "A" attached hereto and incorporated herein by reference ("Property", "Pioneer Landing Subdivision" or "Subdivision").

WHEREAS, it is the intent of Declarant, by and through this Declaration, to establish certain covenants, conditions and restrictions to encumber the Property, to regulate and control the use of the Pioneer Landing Subdivision, and to place building and use restrictions on the Property for the use and benefit of Declarant and present and future Owners of the Property;

WHEREAS, the purpose of this Declaration is to protect the value, character, desirability, and aesthetic nature of the Property;

WHEREAS, when a Lot or Unit is purchased in the Pioneer Landing Subdivision, the fee owner of the Lot, Unit, and Commercial Lot within the Subdivision automatically becomes a Member of the Pioneer Landing Subdivision Property Owners' Association ("Association"); and,

WHEREAS, the Association shall be governed by a Board of Directors ("Board"), which shall implement, administer, and enforce these covenants, conditions, and restrictions, and

NOW THEREFORE, the undersigned hereby establishes and declares that the following restrictions, covenants and conditions, which shall be applicable to and binding upon the Property, shall run with the Property and shall inure to the benefit of the Declarant, the Pioneer Landing Subdivision, the Association and each Owner, and their or its, heirs, successors and assigns.

ARTICLE I
PERSONS AND PROPERTY BOUND BY THE COVENANTS, CONDITIONS, AND RESTRICTIONS

Section 1. Persons Bound by the Covenants, Conditions, and Restrictions. The covenants, conditions and restrictions shall be binding on the Association and Owners, including all parties having any right, title or interest in the Subdivision, including persons, groups of persons, corporations, partnerships, associations or other entities which shall hereafter acquire any interest in and to the Pioneer Landing Subdivision, or any part thereof, their heirs, successors and assigns.

Section 2. Property Bound by the Covenants, Conditions, and Restrictions. The covenants, conditions and restrictions shall be binding on the Property, which is more specifically described in Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE II
DEFINITIONS

Architectural Review Committee. A committee of a minimum of three (3) members of the Association who review and approve proposals pursuant to Article IV of this Declaration, and in accordance with the provisions of this Declaration, Design Guidelines and Landscaping Plan, attached as Exhibit B and C respectively.

Article of Incorporation or Articles. Article of Incorporation of the Pioneer Landing Subdivision Property Owners' Association, Inc. as filed with the Montana Secretary of State on the ____ day of _____, 2022 and any amendments and restatements thereto.

Association or Owners' Association. Pioneer Landing Subdivision Property Owners' Association, Inc., a Montana non-profit corporation operating pursuant to §35-2-113, *et seq.*, MCA, its successors or assigns.

Automobile. A two, three, or four, or more door passenger vehicle, sports utility vehicle, or pick-up truck with or without a canopy cover or topper, or a moped or motorcycle, which is primarily used for transporting a small number of people over public highways.

Board of Directors or Board. Board of Directors of the Pioneer Landing Subdivision Property Owners' Association, Inc.

Bylaws. Bylaws for the Pioneer Landing Subdivision Property Owners' Association, Inc., and any amendments or restatements thereto.

City. The City of Columbus.

Commercial Lots. _____ of the Pioneer Landing Subdivision, and any other lots designed by the Declarant as a commercial lot subject to the Commercial Lot Restriction of this Declaration of Covenants, Conditions, and Restrictions and the Commercial Lot Design Guidelines.

Common Areas and Facilities. Common Areas and Facilities may include parks or parkland, boulevard strips in public rights of way along external subdivision streets and adjacent to parks and/or open space, common open space, neighborhood centers (except for neighborhood commercial and civic uses and their grounds), pathways, lighting, stormwater facilities, and irrigation facilities installed in Common Areas.

CMC. Columbus, Montana Municipal Code.

Declaration. This Declaration of Covenants, Conditions, and Restrictions, as it may, from time to time, be amended or supplemented.

Home-Based Business. Any business, occupation or activity undertaken for gain within a residential structure that is incidental and secondary to the use of that structure as a dwelling.

Lot. An area of land established by the subdivision plat, recorded in the public land records in the office of the Clerk and Recorder of Stillwater County, Montana, to be separately owned, developed, and used, except for the purposes of this Declaration.

MDEQ. The Montana Department of Environmental Quality.

Member. An Owner of a Lot, Unit, or the Commercial Lot. If a Unit or Lot is held by more than one Owner, all co-Owners shall share the rights and obligations of membership in the Association, provided that there shall be collectively only one membership for each Unit, Lot, or Tract.

Open Space. Lot devoid of buildings and other physical structures, except those accessory to the recreation use of the Lot, including, but not limited to, benches, picnic tables and interpretive signage, which is conveyed to the Association for use by the Association, and its Members and Owners, and the general public in common as identified on the final plat approved for the Pioneer Landing Subdivision.

Ordinance. Columbus, Montana Municipal Code, which regulations governing the division, development, and use of land within the City limits, and which apply to the Property within Pioneer Landing, as described in Exhibit A, and the uses, buildings, and structures thereon.

Owner or Owners. All parties having any right, title or interest in the Pioneer Landing Subdivision, including persons, corporations, partnerships, associations or other entities which shall hereafter acquire any interest in and to the Property, Lots, single family homes, townhomes and commercial buildings, or any part thereof, their heirs, successors and assigns, excluding in all cases any persons, corporations, partnerships, associations or other entities holding an interest merely as security for the performance of an obligation.

Recreational Vehicle. Any boat, trailer, snowmobile, motor home, campers, mobile home, recreational vehicle, all-terrain vehicles, snowmobiles, off-highway vehicle, or other similar equipment.

Residential Lots. _____ of the Pioneer Landing

Subdivision, and any other lots designed by the Declarant as a residential lot subject to the Design Guidelines and Landscaping Plan of this Declaration of Covenants, Conditions, and Restrictions.

Short Term Rental. A vacation home or tourist home as defined by state law, a dwelling as defined in the Ordinance, accessory dwelling unit, or room within a vacation home or dwelling, which is rented by or on behalf of the Owner to the general public for compensation for transient occupancy as provided for in the Ordinance, or as otherwise defined by the Ordinance.

Subdivision. Pioneer Landing Subdivision.

Townhomes. Buildings on Residential Lots that share common or party walls. Townhomes shall be on Lots _____ of the Pioneer Landing Subdivision.

Trash. Includes waste, garbage, junk, refuse, and debris, of any type or nature.

ARTICLE III

SUBDIVISION PROPERTY OWNERS' ASSOCIATION AND MANAGEMENT

Section 1. Association. The property owners' association for the Pioneer Landing Subdivision shall be the Pioneer Landing Subdivision Property Owners' Association, Inc., a non-profit corporation formed, prior to the sale of any individual Lot, in accordance with state law, for the purposes of fulfilling and enforcing these covenants, conditions and restrictions, enjoying the rights and complying with the obligations as provided in this Declaration and Exhibits thereto, and operating the Association for the benefit of its Members, except that Declarant may transfer Declarant's interest in the Property or a portion thereof, with Declarant's rights and obligations as provided in this Declaration and exhibits thereto, prior to formation of the Association.

Section 2. Articles and Bylaws. The Articles and Bylaws of and for the Pioneer Landing Subdivision Property Owners' Association establish membership in, duties, powers, operations, and rights of the Association and its Members. The Association shall be governed by and empowered to act in accordance with the Articles and Bylaws. All Owners in the Subdivision, as Members of the Association, shall be bound by the Articles and Bylaws of the Association, which are incorporated herein by reference.

Section 3. Membership. Every Owner of a Lot shall be a member of the Association as provided in this Declaration, the Articles and Bylaws. Membership is automatic, mandatory, and shall be appurtenant to each Lot and may not be separated from ownership thereof.

Section 4. Voting Rights. The Association shall have one class of voting membership in accordance with this Declaration, the Articles and Bylaws.

Section 5. Board of Directors or Board. There shall be a Board of Directors of the Pioneer Landing Subdivision Property Owners' Association, Inc., which shall consist of not less than three (3) Members and which shall administer the Association in accordance with this Declaration, the Articles and Bylaws, and any Rules and Regulations hereafter adopted by the

Association or Board. One member of the Board of Directors shall be the Owner of a Commercial Lot, unless waived in writing by said Owners as the case may be. Declarant shall have the authority vested in the Association and Board until such time as all Lots have been sold or otherwise disposed of by Declarant, except that Declarant may transfer Declarant's interest in the Property or a portion thereof, with Declarant's rights and obligations as provided in this Declaration and Exhibits thereto, prior to formation of the Association and election of the Board. Once all Lots have been sold by Declarant, or its successors or assigns, an election shall be held to duly elect the Board of Directors in accordance with the Bylaws.

Section 6. Term and Elections. Board terms and elections shall be as provided in the Bylaws.

Section 7. Meetings. The Board may meet from time to time, as provided in the Bylaws, but in no event shall hold a meeting less than one time per year as provided for in the Bylaws.

Section 8. Liability Insurance, Taxes, and Maintenance. The Association is responsible for liability insurance and any applicable tax assessments, and maintenance as provided herein.

Section 9. Dissolution; Subdivision Boundaries. The Association may not be dissolved, nor the Subdivision boundaries altered, without the consent of the City Commission.

Section 10. Declarant's Authority. The Declarant shall have all the authority vested in the Association until all Lots are sold, provided however that Declarant may turn over such authority to the Association at an earlier time, at the discretion of Declarant, after 50% of the Lots are sold.

Section 11. Transfer of Lots and Declarant's Rights. Declarant may transfer the Property, or a portion thereof, and assign Declarant's related rights and obligations as provided in this Declaration and Exhibits thereto, related to the Property and Lots at any time, which shall not trigger the obligation to form the Association nor payment of assessments by Declarants successors and assigns.

ARTICLE IV ARCHITECTURAL REVIEW COMMITTEE

Section 1. Creation and Membership. There is hereby created an Architectural Review Committee. The Declarant, or its successors or assigns, shall serve as the Architectural Review Committee until such time as all (100%) of the Lots are sold, unless the Association is turned over sooner pursuant to Article III, except that Declarant may transfer Declarant's interest in the Property or a portion thereof, with Declarant's rights and obligations as provided in this Declaration prior to formation of the Association. Upon turning over the Association to Owners, Owners shall elect, by majority at an annual meeting or meeting noticed in writing for such purposes, a minimum of three (3) and a maximum of five (5) Owners to serve as the Architectural Review Committee. Terms shall be three (3) years. If no successor to the Architectural Review Committee is appointed on or before the expiration of an Owner's term, Owner shall be deemed to have been re-appointed for another three (3) year term. Upon the death or resignation, a replacement shall be appointed by the remaining Architectural Review Committee members to fill out the unexpired term. Such appointment shall occur within sixty days of such death or resignation.

Section 2. Purpose. To encourage the architectural harmony of the Pioneer Landing Subdivision and to maintain consistency with the original construction, Design Guidelines and Landscaping Plan, attached hereto as Exhibit B and Exhibit C, respectively and incorporated by reference, the Declarant and all Owners are bound by the requirements of this Declaration and exhibits hereto.

Subsequent to the original construction and improvements on and to the Lots, no construction, reconstruction, alteration, modification, remodeling, landscaping, fencing, or other improvement shall be placed, constructed, erected, repaired, restored, reconstructed, altered, remodeled, added to or maintained on any Lot unless and until building drawings, plans and specifications (which must have been prepared by an architect or other professional, well versed in construction, reconstruction, alteration or remodeling, or other related improvement), the Design Review Application, a copy of which is attached hereto as Exhibit E, and such other information as the Architectural Review Committee may reasonably require, including but limited to, colors, building materials, plans and elevations, have been submitted to, and approved by, a majority of the Architectural Review Committee in writing, nor may the same be commenced until such written approval has been issued.

In addition to the aforementioned, deviations from the Design Guidelines and Landscaping Plan, including additional landscaping planting or landscaping elements, such as hardscapes, lawn art, and sculpture shall be reviewed and shall not be installed or commenced until approved in writing by the Architectural Review Committee. No decks, patios, sheds, or similar construction not a part of the original town home shall be allowed without the prior written approval of the Architectural Review Committee. No awnings or canopies shall be erected on or attached to a residence, commercial building, or any Lot, except with the prior written approval of the Architectural Review Committee.

The Architectural Review Committee shall have the authority for the Lots to reject Design Review Applications materials, designs, and colors submitted with plans, or the plans themselves, including landscaping plans, if they are not compatible with the Pioneer Landing Subdivision, this Declaration, and the Design Guidelines and Landscaping Plan, attached hereto.

All approval and denials by the Architectural Review Committee shall be in writing.

Section 3. Fees. The Architectural Review Committee may require reasonable fees to be paid with the filing of the Design Review Application, plans and specifications to defray its expenses and the expenses of inspections and enforcement of this Declaration. Such fees may be amended from time to time by the Architectural Review Committee.

Section 4. Timing. The Architectural Review Committee shall make every effort to complete their initial reviews within fifteen (15) business days of receipt of a complete submittal of the required documentation by the Owner, or Owner's agent.

Section 5. Design Review Documents. The Design Guidelines and Landscaping Plan are attached as Exhibits to this Declaration, and incorporated herein in its entirety by this reference. The Architectural Review Committee is responsible for enforcing the Design Guidelines and Landscaping Plan, attached hereto, and for adopting such procedures, including the assessment of

finest for violations and or deviations therefrom, a review process for submitted plans, including a determination of the submittal's completeness, accuracy, and conformity with this Declaration and Exhibits hereto, as it deems necessary to carry out its functions. Such procedures may not be inconsistent with the provisions of this Declaration and Exhibits hereto.

Section 6. Appeal. Appeal of decisions by the Architectural Review Committee shall be to the Board of Directors, who shall hear the appeal at a Regular Meeting or Special Meeting of the Board.

Section 7. Substantial Compliance. All improvements, construction, reconstruction, alterations, remodeling, maintenance, repair or replacement, or any activity requiring the approval of the Architectural Review Committee as otherwise provided herein, must be completed in substantial compliance with the plans and specifications approved by the Architectural Review Committee. Owners, by purchasing a Lot in the Subdivision, agree to be bound by this Declaration and the Exhibits hereto.

Section 8. Land Use, Zoning, and Regulations. Approvals are subject to this Article IV.

Section 9. Exemptions. Routine maintenance and repair utilizing original materials and consistent with this Declaration and the Landscaping Plan are exempt from review by the Architectural Review Committee.

Section 10. Enforcement. The Architectural Review Committee shall have the power, authority, standing and right to enforce this Declaration and Exhibits hereto as related to the Lots in any court of law or equity when it reasonably believes the same have been violated and shall have the authority to revoke or suspend approvals and/or order the suspension or cessation of any construction or work for non-compliance with approvals issued by the Architectural Review Committee.

Section 11. Liability. The Architectural Review Committee, or the individual Owners who are members thereof, may not be held personally liable for any damages that may result from action taken pursuant to this Declaration, including, but not limited to, damages which may result from approval or denial of, or amendment or changes to plans, or any delays associated with such action on the part of the Architectural Review Committee. The Association is authorized to purchase liability insurance for the Architectural Review Committee and members thereof.

Section 12. Commercial Lot Design Guidelines. The Commercial Lots shall be subject to the Commercial Lot Design Guidelines, a copy of which is attached as Exhibit D incorporated herein by reference. It is the obligation of the Declarant to ensure compliance, until all (100%) of the Commercial Lots are sold, at which time it shall be the obligation of the Association to ensure such compliance. Compliance shall not be the obligation nor purview of the Architectural Review Committee.

ARTICLE V
CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT

Section 1. Construction. Declarant, Declarant's agent, or its successors and assigns shall

construct the initial improvements in the Subdivision. Improvements to the Commercial Lots shall be in accordance with the Commercial Lot Design Guidelines, a copy of which is attached as Exhibit D incorporated herein by reference, unless such Guidelines are amended. Landscaping shall be in accordance with the Landscaping Plan, a copy of which is attached as Exhibit C and incorporated herein by reference.

No additional construction, reconstruction, alteration, remodeling, landscaping, fencing, or other improvement shall be placed, constructed, erected, repaired, restored, reconstructed, altered, remodeled, added to or maintained that deviates from the Declarant's original construction, Design Guidelines and Landscaping Plan, attached hereto, without the written approval of the Architectural Review Committee, excepting the Commercial Lot or portions thereof, which are subject to the Commercial Lot Design Guidelines.

Section 2. Maintenance, Repair, and Replacement. The Association shall be responsible for the maintenance, repair, and replacement, as needed, of the Common Areas and Facilities, including but not limited to the landscaping within the road medians and boulevards, and the alleys, as well as stormwater facilities and their locations as provided in this Declaration, which maintenance, repair, and replacement shall be assessed equally among Owners. Open Space shall be maintained by the Association, unless and until transferred to another owner, at which time maintenance responsibilities shall be transferred in writing to the subsequent owner.

The Commercial Lots' sidewalks, parking, and landscaping shall be maintained by the Commercial Lot Owners. It is the responsibility of each Lot Owner to maintain, repair, and replace his, her or its driveways/parking areas and adjoining sidewalks. All materials used for maintenance, repair, and replacement of Lots and Lot driveways/parking areas and adjoining sidewalks shall be of the same kind as the Declarant's or its agent's original construction, Commercial Design Guidelines and Landscaping Plan, attached hereto, unless otherwise approved in writing by the Architectural Review Committee.

Section 3. Exteriors of Residences. Maintenance, repair, and replacement of exteriors of residences constructed on Residential Lots, and portions thereof, and maintenance of Lots, including, but not limited to paint, roofs, windows, gutters, downspouts, HVAC systems, irrigation systems, other building elements, and interiors of townhomes, except as may otherwise be provided herein, shall be the responsibility of the Lot Owner, and subject to this Declaration, Design Guidelines and Landscaping Plan. All materials used in such maintenance, repair, and replacement shall be the same as the original, unless otherwise approved in writing by the Board. No additions, reconstruction, alteration, or remodeling or other deviation from the original shall commence or be undertaken without the written approval of the Architectural Review Committee.

Section 4. Exteriors of Commercial Building(s). Maintenance and repair of commercial buildings, and portions thereof, including, but not limited to paint, walls, roofs, windows, gutters, downspouts, HVAC systems, irrigation systems, other building elements, and interiors of those buildings, except as may otherwise be provided herein, shall be the responsibility of the Commercial Lot Owner and subject to the Commercial Lot Design Guidelines, as may be amended from time to time, and the Landscaping Plan.

Section 5. Duty to Maintain Interiors; Utilities and Services. All Owners agree to maintain in good condition and repair townhomes and commercial buildings, and all interior surfaces within or surrounding the same (such as the surface of the interior walls, ceilings, floors), and maintain and repair the fixtures therein, and pay for any utilities which are separately metered, or services provided, to his, her or its Lot or townhome or commercial building.

ARTICLE VI
SNOW REMOVAL AND STORAGE

Section 1. Snow Removal. The Association shall provide for reasonable and timely snow removal of the interior subdivision roads and alleys within the Subdivision. Snow removal shall be assessed equally among Lot Owners, and may be accomplished by contracting with an individual or entity on such terms and conditions as the Board may deem appropriate. It is the responsibility of each Owner to provide for or contract and pay for snow removal from his, her or its driveways/parking area and adjoining sidewalks. Snow removal for the Commercial Lots shall be the responsibility of the individual Lot Owners or equally shared among the Lot Owners of the Commercial Lots.

Section 2. Storage. Snow storage areas shall be as designated on the Master Plan or as otherwise designated by the Board.

ARTICLE VII
COMMON OR PARTY WALLS

Section 1. Common or Party Walls. Common or party walls are walls shared by and dividing two adjoining townhomes. Townhome common or party walls are erected on the property boundary to provide common and reciprocal support to the structures on both sides of the boundary. Each Owner owns as much of the common or party wall as is situated on the Owner's townhome property. A line running longitudinally down the center of a common or party wall shall form the boundary for adjoining Lots lying on either side of such common or party wall, for the purposes of this Article. The property boundary between adjoining townhomes shall be that line running longitudinally down the center of a common or party wall, notwithstanding the fact that the Subdivision plat might show such lot lines being elsewhere.

Section 2. Easement for Common or Party Walls. Common or party walls are subject to cross easements in favor of each adjoining owner for the common and reciprocal support of his, her or its townhome and for maintenance and repair of said wall. This easement applies even though the deed may be silent concerning the rights of Owners with respect to common or party walls.

Common or party walls are for the mutual benefit and convenience of Owners of adjoining townhomes and neither Owners shall use the wall in a manner that impairs the other Owners, use, enjoyment, or easement over the said wall.

Section 3. Maintenance and Repair. Owners shall keep their respective portions of common or party walls in good condition and repair, and shall maintain and repair the same at Owner's sole cost and expense. The cost of maintenance and repair shall otherwise be shared equally by the Owners of the shared common or party walls. Owners shall cooperate regarding a maintenance

and repairs to ensure the continued reciprocal support and usefulness of shared common or party walls.

Section 4. Liability for Common Walls. To the extent not inconsistent with the provision of this Article, the general rules of law of the State of Montana regarding common or party walls, lateral support in below ground construction, and/or liability for property damaged due to negligence or willful acts or omissions shall apply.

Section 5. Damage to Common or Party Walls Due to Negligence. If a common or party wall is damaged through the negligence or willful acts or omissions of an Owner sharing said wall, that Owner shall bear the whole cost of repairing the common or party wall to the extent necessary to put the wall in a condition substantially the same as it was before such negligence or willful acts or omissions occurred.

Section 6. Destruction by Fire or Other Casualty. If a common or party wall is destroyed or damaged by fire or other casualty, not resulting from the negligence or willful acts or omission of an Owner of said wall, then either of the Owners shall restore the common or party wall to its original condition, and he, she or it shall thereafter be entitled to contribution from the other Owner for one-half of the cost thereof.

Section 7. Right to Contribution Runs with Land. The right of any Owner of a shared common or party wall to contribution from the other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 8. Dispute Resolution. In the event of any dispute arising concerning a common or party wall, or under the provisions of this Article, such dispute shall be first be presented to the Board for resolution. After disqualification of any interested Board member, the decision of a majority of the remaining Board members shall be binding upon all Owners concerned. In the event a decision cannot be reached or an Owner refuses to comply with a Board decision, it may be necessary for Owner to seek assistance otherwise for the enforcement of any of such Owner's rights hereunder or for the recovery of any monies due to such Owner. The Board may suspend all voting rights for any period during which an Owner refuses to comply with a decision of the Board relative to disputes concerning a common or party wall, or under the provisions of this Article.

ARTICLE VIII **ACCESS**

The interior subdivision roads and alleys shall be kept clear, free, and open for unrestricted vehicular traffic at all times. Automobiles and Vehicles shall not be parked or stored on the alley right of ways. Sidewalks shall be kept clear, free, and open for unrestricted pedestrian traffic at all times, and no Automobile or Vehicle shall obstruct pedestrian traffic.

ARTICLE IX **LAND USE AND ZONING**

Section 1. Zoning and Regulations. The Pioneer Landing Subdivision is located within the

jurisdiction of the City of Columbus, and is subject to the requirements of the local zoning ordinance ("Ordinance"), the Pioneer Landing Planned Unit Development ("PUD") and restrictions related thereto, and other City regulations. All land use and construction must conform to the requirements of the Ordinance and other City regulations, as well as other local, state and federal regulations as applicable. Owners shall refer to the Ordinance and City regulations, as well as other local, state and federal regulations as applicable, before commencing any construction or land use on a Lot.

Section 2. Parking. Automobile parking shall be on-street parking pursuant to City regulations, off-street in the garages, parking lots, and parking spaces provided for each Lot. Automobiles, as defined herein, parked or stored outside of a garage shall only be parked or stored on the parking spaces provided for the Lot. Automobiles shall not be parked or stored in the alley right-of-way. Parking of Recreational Vehicles shall be pursuant to the Design Guidelines and approved by the Architectural Review Committee. All Automobiles and Recreational Vehicles shall comply with the Ordinance, and all other City regulations and state laws.

In addition to any other remedy allowed under this Declaration, the Bylaws, the Rules and Regulations, or local regulations, owners of Automobiles or Vehicles parked in violation of this Declaration, the Rules and Regulations, or local regulations, may be asked in writing or by placing a written notice on the Automobile or Vehicle to comply with the Declaration, the Rules and Regulations, or local regulations, and/or to immediately remove the Automobile or Vehicle. If the Automobile or Vehicle is not removed within 24 hours of notification, the Board, Manager, or other authorized representative may cause the Automobile or Vehicle to be towed and impounded at the expense of the owner. Notwithstanding anything to the contrary, the Board, Manager, or authorized representative may cause an Automobile or Vehicle to be towed immediately without notification if the Board, Manager or its authorized representative determines that the Automobile or Vehicle impedes emergency vehicles or represents a threat to health and safety.

Section 3. Minimum Square Footage. The minimum total floor area of each residence shall be no less than 1200 square feet, unless design is approved by the Architectural Review Committee. This minimum floor area does not include porches or garages and only includes heated square footage.

Section 4. Dogs, Cats, and Other Domestic Pets and Animals. Owners shall comply with local regulations, including the City's animal ordinance. Domestic pets and animals shall not be allowed to roam at large. All dogs, cats and other domestic pets and animals shall be strictly controlled by their owners to prevent them from becoming a nuisance to neighbors. Dogs, cats and other domestic pets and animals, shall not be raised, breed, or cared for in the Subdivision on a commercial basis.

Section 5. Fencing. No fencing shall be erected or installed on residential Lots, unless approved in writing by the Architectural Review Committee.

Section 6. Setbacks, Yards and Height. Setbacks, yard area and building heights shall be in accordance with the Ordinance or Planned Unit Development approval, whichever is most lenient.

Section 7. Landscaping. See Article X.

Section 8. Decks, Balcony, Patios, and Sheds. No decks, patios, balconies, sheds, or similar construction not a part of the original townhome, single family residence or commercial building shall be allowed without the prior written approval of the Architectural Review Committee, and subject to Sections 1 and 8 of this Article. If approved, decks, balconies and porches shall not be used for storage of any items except outdoor furniture.

Section 9. Junk Vehicles or Machinery. No abandoned vehicles or machinery, non- operational vehicles or machinery, junk vehicles or machinery are allowed to remain on the Property, whether on a Lot or otherwise located within the Subdivision, unless stored inside an enclosed building on a Lot. A junk vehicle is defined as a vehicle that cannot be driven under its own power.

Section 10. Awnings, Canopies and Signage. No awnings or canopies shall be erected on or attached to a building or any Lot, except with the prior written approval of the Architectural Review Committee. Political and election signage may be limited by the Board as to size, location and time period during which signs may be displayed.

Section 11. Short Term Rental. Short Term Rental as defined herein and in the Ordinance are allowed principal uses in the Subdivision subject to the requirements of the Ordinance and other City regulations, as well as other local, state and federal regulations as applicable, and all required permits and approvals, which must be obtained prior to such use.

Section 12. Trash. Trash shall be regularly removed from each Lot and shall not be thrown, dumped, or left, or otherwise allowed to accumulate in the Subdivision. Each Owner shall provide suitable receptacles for the containment and collection of Trash, which must be stored out of view, enclosed, screened, or otherwise not exposed to public view, except during reasonable hours prior to and after collection, and only on collection day.

Section 13. Wood Storage. Firewood shall be stored in an enclosed area, such as the garage, or otherwise screened from view from neighboring properties and the interior subdivision road.

Section 14. Rules and Regulations. The Board shall have the power to formulate, amend, publish, and enforce Rules or Regulations, as provided in the Bylaws, concerning the use and enjoyment of the Property, Lots, residential and commercial buildings, and all exterior yard space of each Lot, consistent with local ordinances and regulations. Such Rules or Regulations may provide for the imposition of fines or penalties for the violation thereof, or for the violation of any provision contained in this Declaration or the Bylaws. No Person shall use any Lot or the Property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations as from time to time may be promulgated by the Board.

Section 15. Stormwater Facility Maintenance. The Association shall provide maintenance for all stormwater facilities, which maintenance requirements are as provided in the stormwater maintenance plan, which is incorporated by reference as Exhibit F.

Section 16. Prohibited Act. An Owner shall not permit or suffer anything to be done or kept on Owner's Lot which will increase the rate of insurance for the Association, or which would violate the Declaration, Bylaws, or Rules or Regulations, or which will obstruct or interfere with the rights of other Owners, or annoy them by unreasonable noises, or otherwise, nor shall the Owners commit or permit any noxious, offensive, or hazardous activities or any nuisances or illegal acts in or about the Lot or Property, nor shall anything be done or placed upon property within the Subdivision that is or may become a nuisance to others.

ARTICLE X
LANDSCAPING AND MAINTENANCE

Section 1. Landscaping Plan. The Declarant shall provide landscaping in accordance with the Landscaping Plan provided for the Pioneer Landing Subdivision and PUD, a copy of which is attached as Exhibit C and incorporated herein by reference.

Section 2. Maintenance of Parks, Open Space, Common Areas and Facilities. The Association is responsible for maintenance of Common areas and Facilities as provided in Article V, upon the schedule to be determined by the Board, including landscaping maintenance such as mowing, pruning, and replacement of trees, shrubbery, or grass, as may be needed. Irrigation systems shall be maintained in an appropriate and efficient manner and kept in good operating condition. Any components of the irrigation systems that are in disrepair must be repaired or replaced as necessary with components approved in the Landscaping Plan in order to keep the irrigation system in good operating condition. The Declarant and its successors and assigns will provide all necessary maintenance until Common Areas and Facilities are transferred to the Association.

Section 3. Weed Control. The Association shall be responsible for control of County and State declared noxious weeds in Common Areas and Open Space. The approved weed control plan is hereby included and incorporated by reference as Exhibit G.

Section 4. Maintenance of Lots. It is the responsibility of each Residential Lot Owner to maintain landscaping on individual Lots, which shall include, but is not limited to, watering, mowing, pruning, and fertilizing and weed control as needed. Maintenance of landscaping for the Commercial Lots is the responsibility of the Commercial Lot Owners.

Section 5. Warranty, Replacement, Additions. Landscaping must be maintained in a healthy growing condition at all times, and any plant that dies must be replaced with another living plant that complies with the approved Landscaping Plan. Replacement of trees, shrubbery, grass, and any other landscaping elements planted or installed by Declarant shall be in accordance with the Landscaping Plan attached as Exhibit C, unless an alternative is approved in writing by the Architectural Review Committee. No additional landscaping planting or elements beyond that which is installed in accordance with the Landscaping Plan, attached as Exhibit C, may be installed or planted without the prior written approval of the Architectural Review Committee. Landscaping elements include yard art, sculpture and the like.

ARTICLE XI
ASSESSMENTS

Section 1. Levying Assessments on Lots. On an annual basis or quarterly basis, as determined by the Board, the Board shall establish and levy assessments on each Lot in an amount that the Board estimates will be sufficient to pay Maintenance, Repair, Replacement as provided in Article V, Snow Removal as provided in Article VI, Stormwater Facility Maintenance as provided in Article IX and Exhibit F, liability insurance as provided in Article XIII, other obligations and responsibilities of the Association as provided in this Declaration and the Bylaws, taxes and assessments, and costs that may arise related to enforcement of this Declaration, and/or defense thereof or of the Board in any legal action relating to the Subdivision, any other amounts the Board may require to perform the normal duties of the Association during each fiscal year, and any other purpose or reason as determined reasonable, necessary and appropriate by the Board, as determined in conformity with standard accounting practices, and as provided in the Bylaws. The annual assessment shall include a portion for reserves as the Board considers adequate, necessary, and appropriate to meet the costs of the future Maintenance, Repair, and Replacement, Snow Removal, Stormwater Facility Maintenance, maintenance, repair, and replacement of any other later existing common area or facilities as may be approved by the Board in the future, insurance, and taxes. The Association may adjust assessments to meet the changing needs and obligations of the Subdivision.

The Board may levy a special assessment in order to raise funds for unexpected repair, replacement, operating, or other Association costs, insufficient operating or reserve funds, for such other purposes as the Board in its discretion considers reasonable, necessary and appropriate, and as otherwise provided in the Bylaws.

Other assessments may be fixed and levied by the Board against one or more Owners for fines, fees, penalties, interest, attorney fees and costs, and other such charges, related to any default, breach, or violation of the Declaration, Bylaws, or Rule and Regulation by such Owner.

Section 2. Levying Assessments on the Commercial Lots. On an annual basis or quarterly basis, as determined by the Board, the Board shall establish and levy an assessment on the Commercial Lots.

The Board may levy a special assessment on the Commercial Lots only to raise funds for operating, or other Association costs, insufficient operating or reserve funds, or for such other purposes, directly related to the Commercial Lots as the Board in its discretion considers reasonable, necessary and appropriate, and as otherwise provided in the Bylaws.

Section 3. Assessment Accounts. Annual assessments shall be deposited in an Association account or reserve account to be used for the costs as described in this Article, Section I above.

Section 4. Applicability, Accrual and Notice. Each Owner who is record owner of a fee interest in any Lot or a contract purchaser of any Lot shall be obligated to pay all assessments (annual and/or special), which include the pro rata share of common expenses, imposed by the Board and/or Association, provided that any person or entity who holds such interest merely as a security for the performance of an obligation shall not be required to pay such assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to have consented to be subject to this Declaration and agrees to pay the

Association the sums assessed hereunder. Assessments, together with any late fees, interest, costs and reasonable attorney's fees, shall be appurtenant to and a continuing lien upon the Lot against which such assessment was made, and the joint and several obligation of the entity or person(s) who are or were the Owners at the time when the assessment fell due. Assessments shall accrue on the first day of the month following the conveyance of Lot from the Declarant, its successors or assigns, to the Owner. Notice of the assessment, whether annual or special, and the amount thereof, shall be served on all Owners by delivering a copy of the same to the Owners personally or by mailing a copy of the notice to Owners at their addresses of record at least thirty (30) days prior to the due date.

Section 5. Payment. Assessments may be paid in quarterly or annual installments, as determined by the Board. All assessments not paid within thirty (30) days from the date they are due and payable become delinquent and subject to interest, at the highest rate allowable by law, and late fees, at a rate to be determined by the Board. The Board shall take prompt action to collect any unpaid assessments that become delinquent. The Board and/or Association may bring an action at law against the Owner personally obligated to pay the same. No Owner may waive or otherwise not be liable for the assessments provided for herein.

Notwithstanding anything contained in this Declaration to the contrary, neither the Declarant nor any Lot, owned by the Declarant shall be subject to any Assessments until such time as permitted improvements are made to the Lot or the Subdivision is turned over to the Association.

Section 6. Liens and Foreclosures. All assessments, and any interest and late fees, assessed but unpaid and chargeable to any Lot shall constitute a lien on such Lot. To evidence such lien, the Board shall record a notice of assessment lien setting forth the amount of such indebtedness, the amount of accrued interest and late fees, the name of the Owner of the Lot, and description of the Lot. The notice shall be signed and verified by an officer of the Association and shall be recorded in the Office of the Clerk and Recorder of Stillwater County, Montana. Such lien shall attach from the date of recording. Upon recording of the assessment lien, the Association may bring action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the property in the same manner as a mortgage on real property, and the Association shall be entitled in any such action or foreclosure proceedings to recover its costs, expenses and reasonable attorney's fees. Such lien shall continue until fully paid or satisfied. When such lien has been fully paid or satisfied, a notice releasing the lien shall be promptly filed.

ARTICLE XII **INSURANCE**

Each Residential Lot Owner shall maintain fire and casualty insurance for the full replacement value of each residence on his, her or its Lot, and general liability insurance with limits to be determined by the Board. The Commercial Lot Owners shall maintain fire and casualty insurance for the full replacement value of the commercial building or buildings on the Commercial Lot, and general liability insurance with limits to be determined by the Board. Each Owner's insurance policies shall contain a waiver of subrogation as to the Association and Owners, and all Owners shall waive subrogation rights as to the Association and other Owners, whether or not the policies so provide.

The Association shall maintain a general liability insurance policy insuring the Association, its agents, and Owners with limits to be determined by the Board, and such other insurance that the Board from time to time believes is in the best interest of the Association. The general liability insurance shall cover Parks, Open Space and Common Areas and Facilities of the Subdivision, as determined by the Board. All insurance maintained by the Association shall contain a waiver of subrogation as to the Association and the Owners. A copy of each insurance policy obtained by the Association shall be made available for inspection by Owners and their mortgagees at reasonable times.

ARTICLE XIII **ENFORCEMENT**

Section 1. Enforcement. These covenants, conditions, and restrictions may be enforced by the Declarant, until such time as all Lots are sold, and then by the Association, Board, Architectural Review Committee, or the Owner of any Lot, in proceedings at law or in equity against person or persons violating or attempting to violate any covenant to either to restrain a violation thereof or to recover damages. The Declarant, Association, Board, or Architectural Review Committee shall receive and process complaints, and may assign a portion of its authority and contract with an independent property management service or other qualified consultant, contractor, or architect, to undertake inspections for conformance with this Declaration, to receive and process complaints, and to otherwise enforce this Declaration.

Section 2. Right of Entry. During reasonable hours and upon reasonable notice, Declarant and the Association, or their agents, shall have the right to enter upon and inspect a Lot and the improvements thereon for the purpose of evaluating whether the provisions of this Declaration have been or are being complied with and neither Declarant, nor the Association or its agents shall be deemed to have committed a trespass or wrongful act by reason of such entry or inspection.

ARTICLE XIV **CONSTRUCTION, SEVERABILITY AND WAIVER**

Section 1. Construction. All of the covenants, conditions, and restrictions contained in this Declaration shall be construed together.

Section 2. Severability. Invalidation of any one (1) of these covenants, conditions, and restrictions by judgment of court order shall in no way affect any of the other conditions, covenants, or restrictions, all of which shall remain valid and in full force and effect.

Section 3. Waiver. The failure by any of the parties hereto or any subsequent Owner to enforce any condition, covenant, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter or in other cases, nor of the right to enforce any other condition, covenant, or restriction, nor of the right to collect damages for any subsequent breach of covenant.

ARTICLE XV **TERM**

Except as otherwise provided herein, these covenants, conditions and restrictions run with the land and shall be binding on parties and persons claiming under them for a period of twenty-five (25) years from the date of recording, after which time these covenants, conditions and restrictions shall be extended for successive periods of ten (10) years, unless amended in whole or in part as hereinafter stated.

ARTICLE XVI
AMENDMENT

This Declaration, or the covenants, conditions and restrictions contained herein, may be amended or modified, in whole or in part, exclusively and at any time by an instrument in writing signed by the Declarant, until such time as all Lots (100%) have been sold or otherwise disposed of by Declarant, after which the same may be amended or modified by an instrument in writing signed by the Owners of sixty percent (60%) of the Lots in the Subdivision. If Declarant exercises the option to turn over the Association at any time after 50% of the Lots are sold, the Declaration, or the covenants, conditions and restrictions may be amended or modified by an instrument in writing signed by the Owners of sixty percent (60%) of the Lots in the Subdivision with the express written consent of Declarant, until such time as Declarant has sold or disposed of all Lots (100%). Amendments or modifications may include the alteration, addition or removal of covenants. Such amendment or modification will become effective upon recording the same with the Office of the Clerk and Recorder, Stillwater County, Montana. Such an amendment shall be mailed to the Owner of record of each Lot.

The boundaries of the Property may not be amended and no portion or part of the Property may be removed from the Association without prior written approval from the City Commission.

IN WITNESS WHEREOF, the undersigned, being the Member of the Declarant herein, has hereunto set his hand this _____ day of _____, 2022.

[signatures on following page]

C JAIMESON PROPERTIES LLC, by

Chylo Laszloffy, Managing Member

STATE OF MONTANA)
 :SS
County of _____)

On this _____ day of _____, 2022, before me, a Notary Public for the State of Montana, personally appeared CHYLO LASZLOFFY, Managing Member of C JAIMESON PROPERTIES LLC, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.

Printed Name: _____
Notary Public for the State of Montana
Residing at _____, Montana
My commission expires: _____

EXHIBIT "A"

Legal Description

Certificate of Survey 246564 and Tract 3A-1A of 1Certificate of Survey 371158 situated in the N1/2 of Section 21, Township 2S, Range 20E, P.M.M, City of Columbus, Stillwater County, Montana.

EXHIBIT "B"

Pioneer Landing Subdivision Design Guidelines

(See attached)

EXHIBIT "C"

Pioneer Landing Subdivision Landscaping Plan

(See attached)

EXHIBIT "D"

Pioneer Landing Subdivision Commercial Lot Design Guidelines

(See attached)

EXHIBIT "E"

Pioneer Landing Subdivision Design Review Application Form

(See attached)

EXHIBIT "F"

Stormwater Facilities Maintenance Plan

(See attached)

EXHIBIT "G"

Approved Weed Plan

(See attached)