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**COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**SOUTH GREENSLEEVES ESTATES**

**SUBDIVISION**

**DECLARATION OF COVENANTS,**

**CONDITIONS AND RESTRICTONS**

This Declaration of Covenants, Conditions, and Restrictions (this “Declaration”) is dated as of the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2015, by **P3Coleman, LLC** of P.O. Box 1555, Billings, Montana, 59103, the “**Declarant**”.

**RECITALS**

1. Declarant is the owner of certain tracts of land located in Yellowstone County, State of Montana, which are legally described State of Montana: Yellowstone County:

That part of the NW ¼ of Section 21, Township 1, South Range 25 East, of the Principal Montana Meridian in Yellowstone County, Montana, described as Tracts 1, 2, 3, and 4 of Certificate of Survey No. 3191on file in the office of the Clerk and Recorder of said County under Document #3288725.

1. Declarant intends to develop the real property described herein as the South Greensleeves Estates Subdivision as reflected on the Plat attached hereto as **Exhibit “A”**, hereinafter the “Subdivision”.

Now, therefore, in consideration of the covenant’s and declarations hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Declarant hereby establishes and declares the following Covenants, Conditions and Restrictions, which shall apply to all of the Subdivision and to all of the real property in the Subdivision and shall bind all of the property owners and tenants and shall run with the land.

The Grantees of any Lot, by acceptance of a conveyance, covenant and agree faithfully to observe and abide by all of said conditions, covenants and restrictions.

**ARTICLE I**

**DEFINITIONS**

Unless otherwise expressly provided, the following words and phrases, when used in this Declaration of Restrictions, shall have the following meanings:

1. **Assessment.** A fee payable by an Owner to the Association as determined by the Board of Directors.
2. **Association**. The South Greensleeves Estates Owners Association, a Montana non-profit corporation.
3. **Board or Board of Directors.** The Board of Directors of the Association, as it shall be constituted from time to time.
4. **Bylaws.** The Bylaws of the Association as restated or amended from time to time.
5. **Common Areas.** The streets, recreational area and other facilities within South Greensleeves Estates which serve more than one Lot; the common areas are more fully described in the Declaration.
6. **Declaration.** Lot Declaration means these covenants, conditions, and restrictions.
7. **DEQ.** The Montana Department of Health and Environmental Quality.
8. **Developer**. P3Coleman, LLC and its successors and assigns; provided, however that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder, unless specifically set forth in an instrument of succession or assignment or unless such rights and obligations pass by operation of law.
9. **Design Standards.** Guidelines and standards for Lot and Common Area Improvements as set forth in these Covenants and Restrictions and as amended from time to time.
10. **DRC.** The Design Review Committee for South Greensleeves Estates.
11. **Greensleeves Estates.** Greensleeves Estates shall mean the adjacent Greensleeves Estates Subdivision.
12. **Greensleeves Estates Owners Association.** The Greensleeves Estates Owners Association shall mean the Owners Association for the adjacent Greensleeves Estates Subdivision.
13. **Open Space Management Plan.** The open space management plan shall mean the Open Space Management Plan for the Subdivision, a copy of which is attached hereto and incorporated herein by reference as **Exhibit “B”**.
14. **Owner.** The record holder or holders of title to a Lot in South Greensleeves Estates. If any Lot is sold under a recorded contract for sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner".
15. **Person.** Any natural person, corporation, partnership, association, trustee, personal representative of a decedent's estate, or other legal entity.
16. **Lot.**  The term “Lot” means a parcel of land, together with a single family residence, and other improvements to be constructed upon that parcel, as more fully described in the Declaration.
17. **Subdivision**. The Subdivision shall mean South Greensleeves Estates Subdivision**.** The South Greensleeves Estates Subdivision means that Subdivision depicted in the final Plat for South Greensleeves Estate Subdivision as shown on **Exhibit “A**” hereto,

**ARTICLE II**

**USE**

1. **Residential Use.** Except as provided below, Lots shall be used only for single family residential purposes. No boarding or lodging house, sanitarium, hospital, hotel or similar use shall be permitted. Owners may use a portion of their Lot for an office so long as their activities do not interfere with the quiet enjoyment of any other owner or occupant.
2. **Agricultural Use**. For so long as Developer continues to own any of the above-described real property, Lots owned by Developer may be used for any agricultural purpose except that no hog farm or feedlot may be operated on any Lot. Owners may have family gardens on their Lots but may not grow produce for sale to others.
3. **Permitted Buildings.** No buildings shall be erected as a part of any Lot except one single family residence with an attached or detached garage and/or shop for the use of occupants of such residence, and one additional outbuilding having no more than 300 square feet of floor area.
4. **Buildings must be new.** Any building erected as part of a Lot shall be of new construction; no old or used buildings shall be moved onto the land which is part of a Lot.
5. **Temporary Residence.** No trailer or other vehicle, temporary structure, garage, accessory building or outbuilding shall be used as living quarters or as a residence.
6. **Driving.** Roadways within South Greensleeves Estates shall be traveled upon in a safe manner; vehicles must travel within the roadbed, yielding to pedestrian traffic.
7. **Parking.** Owners shall not park vehicles in such a manner as to block sidewalks or driveways nor shall they permit any member of their family, guests or tenants to do so. Junked or non-operational vehicles, boats and trailers, shall not be parked on common areas at any time or in driveways for a period exceeding 5 consecutive days or 30 total days in any one calendar year. No vehicle, boat, trailer, or motorhome shall be parked on the private streets in South Greensleeves Estates for a period exceeding 24 hours, or for more than ten (10) total days in any one calendar year. Improperly parked vehicles may be removed at the owner's expense.
8. **Vehicle Use.** Motor vehicles may only be used on the Lots or on common streets; no motorized vehicles of any type may be used in the park area, along the creek, or on any other common areas.
9. **Firearms/Fireworks.** The discharge of any type of weapon or firearm within South Greensleeves Estates is strictly prohibited. No fireworks shall be discharged or ignited within South Greensleeves Estates, including lawful "safe and sane" types of fireworks.
10. **Nuisances.** No nuisances or unlawful activities shall be allowed on or within any Lot or the common areas, nor shall any use or practice be allowed which interferes with the peaceful possession of other Lots or the common areas by other owners or occupants.
11. **Fires,** No outside fires shall be allowed, except in gas or charcoal grills or barbecues or fireplaces.
12. **Noise.** Residents, their families and guests shall exercise care about making noise which may disturb other residents. No excessive noise of any kind is permitted between the hours of 11:00 p.m. and 7:00 a.m. The Board of Directors, after giving one warning, may fine owners who continue to violate this, restriction or allow their tenants or family members to do so.
13. **Preservation of Habitat.** No owner or other person shall be allowed to remove or disturb any trees, brush, ground cover, rocks or other natural features on common areas without prior written consent of the Board of Directors.
14. **Maintenance.** Each Lot and the exterior appearance of improvements which are part of the Lot shall be maintained in a clean, neat and orderly condition at all times.
15. **General Maintenance.** Each Owner shall maintain the exterior of all buildings which are part of that Lot and landscaping and grounds which are part of their Lot, and the landscaping on the berm in the right of way in front of their Lot, in good repair and shall keep the buildings and other improvements painted or stained, lawns cut, shrubbery trimmed, rubbish and debris removed, and otherwise maintain the same in a neat and aesthetically pleasing condition. All damage to any exterior part of the Lot shall be repaired as promptly as is reasonably possible.
16. **Unsightliness/Blight** Any exterior or condition on a Lot which, in the sole discretion of the Board, creates an unsightly or blighting influence, shall be corrected or removed, as the case may be, by the Owner, upon request by the board notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Declaration.
17. **Animals/Pets.** Except as otherwise provided herein, no insects, wild animals, cattle, pigs, poultry, goats, horses or livestock of any kind shall be raised, bred or maintained on any Lot. Domesticated dogs, cats, birds or other household pets which do not unreasonably bother or constitute a nuisance to others may be kept, provided they are not kept, bred or maintained for any commercial purpose. All Pets must be restricted to the pet owners' Lot except when restrained by a leash in the company of the owner. The Board will give owners of pets that create a nuisance or disturbance a single warning. Subsequent occurrences will result in the levying of a fine or Assessment by the Board. Owners shall promptly clean up after their pets and shall be responsible for repair of all damage caused by their pets. If they fail to do so, the Board may pay for having the cleanup or repairs done and assess the cost to the owner as a common expense payable only by that owner.
18. **Noxious Weeds.** Each owner shall control noxious weeds on his or her Lot. The Association shall control noxious weeds on the common areas.
19. **Garbage.** All garbage and trash must be placed in the proper receptacles designated for refuse collection; trash containers must be kept inside the garage or screened from view except on collection days.
20. **Statuary.** No owner may place lawn statues of any kind which are visible from the street, from other common areas or from any other Lot, on any Lot or the common areas without prior written approval of the DRC.
21. **Clothes lines.** No outdoor clothes lines shall be permitted on any Lot or on the common areas.
22. **Leasing.** No Lot owner shall lease a Lot for an initial term of less than thirty (30) days. Any lease or rental agreement shall be in writing and shall subject the tenant to the provisions of these Covenants and Restrictions, the By-Laws, the Declaration, and all rules and regulations adopted by the Association. Lot owners shall be responsible for any violations of these Covenants and Restrictions, the Bylaws, the Declaration, and rules and regulations by their tenants.
23. **Storm Water Drainage.** Lot owners must keep the barrow pit and all other ditches, swales and site retention ponds, if any, located upon their Lot free and clear of weeds, plants and debris which impede the free flow of storm water. Ditches, swales and site retention ponds, if any, which are part of the approved storm water management plan may not be filled or changed without the prior written permission of the DEQ.

**ARTICLE III**

**DESIGN REVIEW**

1. **Design Review Committee.** For the purposes of assuring the development of the Project as an area of high standards, so long as Developer owns any of the above-described Lots, it shall have the sole authority to appoint a Design Review Committee (DRC), to consider and review any and all Plans for improvements to Lots, for approval or disapproval, based on the Design Standards and the restrictions set forth in these Covenants and Restrictions. After sale of all Lots by Developer, the Board of Directors of the Association shall appoint the members of the DRC. P3Coleman, LLC, in its sole discretion, may elect to turn over its power to appoint the Design Review Committee members to the Board at any time prior to sale of all Lots by Developer.

The DRC shall have the right to make exceptions to the Design Standards as it shall deem necessary and proper, and shall have the authority to augment, amend, or otherwise modify the Design Standards from time to time, without consent of any other owner and may authorize exceptions to the Design Standards as it sees fit. A majority of the members of the DRC must consent, in writing, to the new or modified standards.

New or modified Design Standards shall not be effective until they are recorded with the Yellowstone County Clerk and Recorder, and a copy given or sent to each owner.

The DRC shall not have the right to make exceptions to, or modify, any of the provisions of these Covenants and Restrictions, except those contained in the **Design Standards** section.

1. **Required Design Review.** Except as otherwise provided herein, no Lot owner or occupant shall erect or place any building or structure, including fences, walls, patios and decks, on any common area or Lot, or add or remove landscaping, or make any other additions or alterations to any common area, or to the exterior of a Lot, including landscaping and the exterior of any building, except in accordance with plans and specifications approved by the DRC. If plans and specifications have not been approved in writing, by the DRC within forty-five (45) days after submission, they shall be deemed disapproved.
2. **Review Application.** Before beginning the construction of any building or other improvement, any alteration of a building's exterior, or any landscaping changes, the person desiring to erect, construct, or modify the same shall submit to the DRC two sets of Plans for the proposed construction or changes. These plans shall contain the following materials as appropriate for the proposed construction or change:
   1. **Site Plan:** A site plan showing: 1) the location of all improvements to be constructed, including buildings, fences, walls, driveways, parking areas, utilities, outbuildings, decks; and 2) existing topography and contour in relation to the proposed Improvement and cut and fill excavation requirements; and 3) other pertinent information relating to the improvements.
   2. **Building Plan:** A building plan which shall consist of: 1) the building dimensions; and 2) elevation drawings or sketches of the exterior of the building(s); and 3) information concerning the exterior of the building(s) which shall include samples of all exterior colors, materials and finishes to be used.
   3. **Landscape Plan:** A general landscape plan and/or drawings of proposed landscape features including planting areas, location of existing trees or proposed removal of such, proposed plant types and drainage plans. The landscape plan can be incorporated into the site plan.
   4. **Other Information:** The Board may, in its discretion, require the owner to furnish additional specifications, drawings, material samples or such other information as the DRC in its sole discretion reasonably exercised, shall deem necessary or convenient for the purpose of assisting the DRC, in reviewing and processing the application.
3. **Basis of Approval.** In reviewing the application and the materials submitted and in reaching a decision thereon, the DRC shall use its best efforts and judgment to assure that all improvements shall produce and contribute to an orderly and aesthetically complimentary design and appearance, of a quality required to maintain South Greensleeves Estates as a first class residential development. Approval by the DRC shall be based, among other things, on; a) the Design Standards, b) the conformity of Plans to these Covenants and Restrictions, c) conformity and harmony of external design with neighboring improvements, d) the effects of location and use of proposed improvements on neighboring Lots and Common Area, e) relation of improvements and finished ground elevations to existing topography and grades, f) landscaping of the Lot in relation to that of neighboring Lots, g) facing of the main elevation with respect to adjacent Lots and Common Area; and h) the overall aesthetics of South Greensleeves Estates.

Because the review does include judgments about aesthetics by the DRC and because the aesthetic consideration cannot be clearly defined in these Covenants and Restrictions, the decisions of the DRC will be subjective in nature. Each owner, by acceptance of a deed to any Lot subject to this Declaration, agrees to accept the aesthetic decisions of the DRC as final and binding, and waives any right to challenge those decisions through legal action.

1. **Decision.** Unless extended by mutual consent of the owner and the DRC, the DRC shall render its decision with respect to the application within forty-five (45) days after the receipt of a complete application. If additional information is requested of the owner to complete the review, a reasonable amount of additional time shall be allowed for the DRC to consider this information prior to rendering a decision. The decision of the DRC can be in the form of an approval, a conditional approval, or denial and shall be in writing, dated and signed by two members of the DRC. A copy of the decision shall be mailed to the owner at the address shown on the application.
2. **Variances**. The DRC may waive or grant variances to the Design Standards, when, in the sole discretion of the DRC, circumstances such as topography, natural obstructions, aesthetics or environmental considerations, or hardship may so require, or when a proposed improvement is not in strict conformance with the Design Standards, but meets the aesthetic intent of the Design Standards.
3. **Changes to Approved Plans.** Owners must obtain prior written approval of the DRC to any change to approved plans if those changes affect the exterior of a building or the landscaping or other exterior improvements.
4. **Non Liability.** Neither the DRC nor any member thereof, or the Developer or any member, officer, employee, agent, successor or assign thereof, shall be liable to the Association, any owner or other Person for any loss, damage or injury arising out of or connected with the performance by the DRC members of their duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application. The aforementioned parties assume no responsibility for; a) the structural capacity, safety features, or building code compliance of any improvement, or b) whether or not the location of a proposed improvement is free from possible geologic or natural hazards, or other possible hazards caused by conditions occurring either on or off the subject property, or c) the internal operation or functional integrity of any improvement, or d) any zoning ordinance or building code violations.

Every person who submits an application to the DRC for approval of plans agrees, by submission of such an application, and every owner agrees, by acquiring title thereto or an interest therein, not to bring any action or suit against the Association, the Board, members of the DRC, or the Developer or its officers, member, employees, agents, successors or assigns to recover damages as a consequence of the design review process set forth herein.

1. **Enforcement**. The decisions of the DRC and the requirement to obtain approval of the DRC may be enforced by the Board, or by any owner by bringing an action for specific performance, or for an injunction, prohibitory or mandatory. Such actions shall be timely if brought within six months after the DRC issues a written notice of the violation, or within six months after it becomes apparent that an owner has not obtained the required approval or has deviated from the approved plans, whichever occurs later. In any such action, the prevailing party shall be entitled to recover all costs and attorney fees incurred by it from the losing party. In the event that any Owner shall permit any home or other improvement, including any landscaping which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Association may notify the Owner to take corrective action. If corrective action is not taken by the Owner within a reasonable time, as determined by the Board, the Board may cause such corrective action to be taken and shall assess the expense of correction to the Owner as a common area expense, payable only by that Owner. If an Owner fails or refuses to pay such an assessment, the Association may file and foreclose a lien for the amount of the assessment as provided in the by-laws of the Association.

The Board may adopt and amend from time to time a reasonable schedule of fines for violation of any provisions of these Covenants, Conditions and Restrictions, and charge those fines to Owners in violation of these Covenants, Conditions and restrictions. Before any fine may be imposed, the Schedule of Fines must be approved by a majority of the Owners. Fines imposed on an Owner shall be deemed an assessment of a common area expense payable only by that Owner and shall be a lien on Owner’s lot and improvements. Imposition of a fine by the Board shall not be deemed an election of remedies or a waiver of any other remedies available to the Association, or any Owner for violation of the Covenants, Conditions and Restrictions. The failure of the Association, its Board of Directors or any Owner to enforce the provisions of these Covenants, Conditions and Restrictions shall not be deemed a waiver of the right to do so in the future.

**ARTICLE IV**

**DESIGN STANDARDS**

1. **Design of Buildings.**
   1. **Traditional Design.** The design of all buildings shall be traditional in attitude, the use of traditional forms and design elements (e.g. pitched roofs, columns arid arches, trellises, dormers, etc.) is encouraged. There is no requirement for a literal interpretation of a traditional style, but the design of all buildings should address the environment and homes customary to the community.
   2. **Exterior Walls.** Exterior walls of all buildings shall be sided with brick, stone, clapboard, wood, or stucco, although the DRC shall have the right to approve or disapprove the appropriateness of the material choice for each particular situation, and may expand the list of allowable materials, as new materials become available. No aluminum or vinyl siding shall be allowed.
   3. **Roof.** All roofs of all buildings shall be pitched and shall be clad in composite shingles or slate or a slate-composite material or metal, provided that another roof employing other materials will be permitted if architecturally harmonious. Chimneys shall be clad in brick or stone. The use of roof dormers is encouraged in lieu of skylights.
   4. **Accessory Buildings.** The construction materials for all accessory buildings and other buildings shall be compatible with those used on the residence. Accessory Buildings include garages, and any permanent building. The design of any garage must be of the same design as the home on any lot. Furthermore, garages shall not be simple rectangular boxes. Garages shall have more than one (1) roof line in order to create an attractive environment.
   5. **Size of Homes.** No home within the Subdivision shall be smaller than 1,650 square feet .There is no absolute restrictions on the maximum home sizes. However, the DRC shall have the discretion to disapprove home plans for aesthetic reasons, due to the size of the home.

For purposes of this subsection, square footage shall equal the interior square footage of each floor or level of a home excluding full or daylight basements, garages and porches.

* 1. **Height** The maximum height of any building shall be 34 feet, without the prior express written consent of the DRC, which consent may be withheld or conditioned in the sole and exclusive discretion of the DRC. This height will be determined by taking the average of the lowest and the highest grade point at the foundation; this average will establish the base elevation from which the highest part of the building may not exceed 34 feet, without the prior express written consent of the DRC, which consent may be withheld or conditioned in the sole and exclusive discretion of the DRC. Owners are alerted that the maximum height permitted by these Design Standards may exceed the maximum allowed by applicable zoning ordinances.

1. **Landscaping.** Landscaping of the grounds which are part of a Lot shall be completed within twelve (12) months after occupancy of the home which is part of the Lot.
2. **Fences.** No fence or hedge or landscaping or similar enclosure (hereafter fences) shall unreasonably restrict or block the view of other Lots. For this purpose, fences shall be maintained at a height not greater than six (6) feet (except for pool enclosures). No fence shall be constructed on any Lot until after the height, type, design and location thereof shall have been approved in writing by the DRC. The bottom five (5) feet of any fence may be solid, but the top one (1) foot of the fence must be open with wood, iron, or aluminum details.
3. Fences may be used to fence dog runs on a Lot.
4. The finished side of an approved fence must be erected so as to face the public view,
5. No swimming pools will be approved without a fence around the pool that can be entered only through the residence or through a locked gate. The fence constituting the enclosure must have a six (6) foot minimum height.
6. Privacy fences around hot tubs, patios, and utility areas may be approved, by the DRC, providing they are reasonable in size and appearance.
7. If a submission is made to the DRC for any building that is deemed hazardous, the DRC may require fencing of a designated height and type as a condition of approval.
8. No chain link, wood, or wire fences will be approved.
9. No fence on or near a property line which exceeds four (4) feet in height will be approved. Taller fences along property lines must be constructed so that they do not block the view from other Lots.
10. Fences may not coven an entire lot. Front yards may not be fenced between the front of the house and the street. Fences may be tan or sand colored. White fences shall not be allowed.
11. Fences shall not run to the property line on any Lot.
12. None of these fencing restrictions shall apply to land owned by Developer which is being used for agricultural purposes and Developer shall not be obligated to obtain review by the DRC of fences on its agricultural land.
13. **Color.**
14. The exterior colors of buildings must be approved by the DRC; after initial construction, changes to the exterior color of any building must be approved in advance by the DRC. The DRC shall have the right to refuse to approve the color of any paint or stain which, in its sole discretion, is inconsistent with the color scheme, or may detract from the value, of the other Homes located in South Greensleeves Estates or which color is not suitable or desirable for aesthetic or other reasons. All structures shall be painted with a brown, gray, or light green tone color or colors so as to blend with the natural colors found in the subdivision in rural Montana. The garage and house must be the same color.
15. Each building must be painted or stained in a consistent fashion, and no building shall be painted or stained in more than one color, except that window and door trim, shutters, eaves, porches and similar design elements may be another color if approved by the DRC.
16. The exterior color palette of all buildings should be subdued in intensity, with, color tones tending toward the neutral end of the value scale.
17. **Solar Panels.** Solar panels, roof-mounted or otherwise, are not permitted.
18. **Pools and Hot Tubs.** Above ground swimming pools are not permitted. Exterior hot tubs must be screened from adjacent properties and streets. All pumps, filters and equipment for spas must be located and installed so as not to cause a noise nuisance to neighbors and must be screened from view.
19. **Set-Back Requirements.**
20. **Front Yard Setback:** All structures shall be setback a minimum of twenty (20) feet from the front property line.

**Side Yard Setback**: All structures shall be setback a minimum of ten (10) feet from the side property line.

**Rear Yard Setback:** All structures, including ancillary structures, shall be setback a minimum of twenty (20) feet from the rear yard lot line.

**ARTICLE V**

**CONSTRUCTION REQUIREMENTS**

1. **Design Standards.** All improvements to any Lot shall comply with the Design Standards as set forth in these Covenants and Restrictions, as they may be amended and adopted from time to time by the Design Review Committee (DRC), unless strict compliance with a standard is waived by the DRC.
2. **Compliance with Approved Plans.** It is the responsibility of the owner to make sure that any and all contractors, subcontractors, material suppliers and others working on an improvement to the owner's Lot comply with plans approved by the DRC. Failure to comply with approved plans or beginning construction without prior written approval of the DRC may result in fines being levied against the owner, and/or a directive from the Board to discontinue construction. Fines will be assessed to the owner as a common expense payable only by that owner.
3. **Time limit For Starting Construction.** Construction of a home which is part of a Lot must be commenced within twelve (12) months after receipt of a deed to the Lot from Developer.
4. **Duration of Construction.** Construction shall be diligently performed from its commencement to completion of the exterior of the building(s) and any necessary improvements to the grounds surrounding and affected by construction of the building(s). In any event, the exterior appearance of the building(s) shall be completed within one (1) year after the commencement of construction; the owner of the Lot shall, within a period of one year after occupancy of a newly constructed dwelling on the Lot, provide grass and/or other appropriate landscape cover over all unimproved or disturbed areas of the Lot.
5. **Grading and Excavation.** No excavation, except that which is necessary for the construction of improvements shall be permitted on any Lot until such time as the actual construction is to begin; except that the owner may drill and excavate for the purpose of testing the sub-soil conditions prior to construction.
6. **Material Storage and Removal** No building material of any manner or character shall be placed or stored on the property until the owner is ready to commence construction of improvements. All materials stored on-site during construction shall be neatly stacked on the Lot where they will be used. Following completion of construction, all excess materials shall be removed from the Lot, screened from view or stored inside the garage or other building.
7. **Contractor Parking.** Contractors, subcontractors, material suppliers and other Persons involved in the construction of Improvements shall park only on the Lot on which they are working. No construction parking shall be allowed on neighboring Lots or on the street.
8. **Construction Hours/Noise. In** an effort to maintain the tranquility of the Project and to minimize inconvenience to neighboring Lots, no exterior construction activity shall commence before 6:00 a.m. or continue after 8:00 p.m., and no excessively loud playing of radios, tape or CD players, or other amplification devices shall be allowed by construction workers so as to disturb neighboring Lot owners.
9. **Cleanup of Construction Debris.** Owners shall require that all construction workers take reasonable measures to contain construction debris, including coffee cups and food wrappers, on that owner's Lot; the owner must arrange for cleanup of debris on the site and on surrounding areas at least twice a week during construction.
10. **Location of Buildings.** All buildings included in each Lot must be located entirely within the building areas designated on the site plan approved by the DEQ a copy of which is attached hereto.
11. **Utility lines.** All utility lines, cables and pipes shall be placed underground; no overhead lines shall be permitted. Installation of all underground services shall be coordinated to minimize the amount of excavation required. Each owner is responsible for installation of underground service across his or her Lot from the adjacent service pedestal or junction box.
12. **No Modular or Log Homes.** No manufactured home, modular home or log home shall be permitted in South Greensleeves Estates.
13. **Septic Systems.** Septic systems and drainfields must be constructed in accordance with the DEQ Certificate of Subdivision Approval for South Greensleeves Estates, Number EQ 04-2332, or with the DEQ Certificate of Subdivision Approval for the multi-user wastewater system which will serve Lots 2, 3 and 4, Block 1, and Lots 17 and 18, Block 2. This provision may not be amended without prior written approval of the DEQ.
14. **Satellite Dishes and Antennas.** Owners may install a small satellite dish or antenna, not exceeding 1 meter in diameter or diagonal measurement, in an inconspicuous location at the back or side of their home without prior approval of the DRC.
15. **Required Landscaping.** Each Lot owner must landscape that portion of his or her Lot adjoining any private street in South Greensleeves Estates in conformity with the landscaping guidelines adopted by Developer. Landscaping must be completed no later than 12 months after construction of the exterior of the home which is part of the Lot.
16. **Driveways.** All driveways and walkways constructed to service an individual Lot shall be constructed with an all-weather surface of finished concrete or asphalt base.
17. **Required Culvert Installation.** Owners must install a culvert in the borrow pit at the location their driveway crosses the borrow pit to permit the free flow of storm water in the borrow pit, and must keep the culvert free of debris.
18. **Best Practices.** Owners are responsible for making sure that any contractors working on the Owner’s Lot use Best Practices to prevent storm water pollution. Contractors shall use Best Practices to prevent mud, sand, rocks and gravel from being tracked into the streets

**ARTICLE VI**

**PROHIBITED USES**

1. **Prohibited Uses.** The following operations and uses shall not be permitted in any portion of the South Greensleeves Estates Subdivision, regardless of where the Lot is located; provided however, that Declarant may waive any of the following restrictions on a case by case basis in Declarant’s sole exclusive and absolute discretion. Any waiver granted by Declarant hereunder must be in writing, signed by Declarant, and recorded in the records of Yellowstone County referencing this Declaration. Any waiver by Declarant, shall apply only to the specific Lot or Lots identified in the waiver and shall not constitute a waiver of any restriction for the remainder of the Subdivision.

* + - 1. **Open Space Management Plan.** Any activity or use that violates **the Open Space Management Plan attached hereto as** Exhibit “B”.
      2. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood; furthermore no trash or obsolete materials or non-operating or non-licensed vehicles or portions thereof shall be allowed to accumulate on any of the above-described lots to the extent that such shall, in the opinion of the Board of Directors, constitute a menace or nuisance. Furthermore, no cars used in stock car races shall be allowed on any lot at any time.
      3. Any dwelling located on a lot shall not exceed two stories in height.
      4. No structure shall be constructed on any Lot without the prior approval of the DRC.
      5. No structure shall be erected, altered, placed or permitted upon any lot, other than one detached single family dwelling or agricultural outbuildings. In addition, the dwellings must include at least a double attached or basement garage and made include an additional space for the storage of boat and / or camper as long as the space is entirely enclosed. No basement or portion thereof shall be converted or made into an apartment to be used for rental purposes.
      6. No trailer, basement, tent, shack, garage, or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, and the exterior of the dwelling shall be finished in its entirety before it can be occupied. Any temporary building used as a construction shack must be removed from the lot within sixty (60) days after the earlier of (i) the completion of construction; or (ii) occupancy of the building. .
      7. Any building or residence erected on a lot shall be of new construction and no building or buildings shall be moved onto a lot.
      8. No lot shall be further subdivided without the prior express written consent of the DRC, which consent may be granted, denied or conditioned in the DRC’s sole and exclusive discretion. There shall be no subdivision or residential development of the Open Space lots or parcels identified in the Open Space Management Plan, **Exhibit “B”** hereto.
      9. Agricultural Uses are prohibited on all Lots in the subdivision so that no swine, poultry, goats, horses, chickens, turkeys, cows, or other livestock or animals shall be kept on the premises; provided, however, domestic pets may be kept by the owners, which domestic pets shall be defined as meaning not more than three cats and not more than three dogs per residence, which shall be confined to the premises held by the owner, excepting when the animal is on a leash.
      10. No feedlot shall be allowed on any lot.
      11. No construction equipment or materials of any nature can be moved onto a lot until within thirty (30) days of the start of construction. In any building started shall have its exterior completed within one year from the time of starting.
      12. No sale signs, flashers, displays or other signs or advertising devices shall be allowed on or in front of any residential lot, except for real estate sale signs, customarily used at the time.
      13. There shall be only one residential unit per Lot. Accordingly, there shall be no separate residential structure or so called Mother-in-Law apartment.
      14. Horses shall not be allowed on the trails and Common Areas within the Subdivision.
      15. The open spaces identified in the Open Space Management Plan, Exhibit “B” hereto, shall not be subject to further subdivision, division, or development.

**ARTICLE VII**

**COMMON AREA EXPENSES**

1. **Common Areas.** The common areas of the South Greensleeves Subdivision are identified on **Exhibit “C”** hereto. Generally, without limitation, the common areas include:
2. The ten foot wide landscape buffer zone along Molo Road.
3. The ten foot landscape buffer zone along 56th Street.
4. The open spaces identified in and governed by the Open Space Management Plan, attached hereto as **Exhibit “B”**.
5. Any gazebos and nature trails that may be created by the Association.
6. Lots 1, 7, and 14, Block 2 of the Subdivision.
7. Any Common Area bridges that may be constructed within the Subdivision.
8. Such other areas that the Association may declare to be Common Areas.
9. **The Scope of Common Area Maintenance.** The Association **shall** be responsible for the maintenance of all common areas within the South Greensleeves Estates Subdivision. The maintenance obligation shall include:
10. Maintaining any gazebos and nature trails that may be established by the Association within the Subdivision.
11. Maintaining the landscaping and the landscape buffer zones along Molo Road and 56th Street.
12. Maintaining the open spaces identified and governed by the Open Space Management Plan, **Exhibit “B”** hereto.
13. Maintaining the landscaping within the common areas identified on **Exhibit “C”**. Maintaining the landscaping shall include irrigation systems, the grass, trees, shrubs, flowers, and all landscaping features within the common areas;
14. Maintaining liability insurance for the association;
15. Snow removal, ice mitigation, and sanding of the streets within the subdivision;
16. Paying the taxes on the common areas identified on **Exhibit “C”.**
17. Paying the utilities for the common areas.
18. Maintaining the mailboxes within the Subdivision.
19. Maintaining any bridges that may be constructed within the Common Areas of the Subdivision.
20. Maintaining the dry hydrant in the Subdivision.
21. The streets, roads, and the septic system shall be maintained pursuant to a Maintenance District. However, any maintenance not covered by the Maintenance District shall be a Common Area Expense.
22. Paying fees to the Greensleeves Estates Owner’s Association in order to obtain access to the common areas of Greensleeves Estates Subdivision.
23. Such other maintenance obligations that the Association may designate as Common Area Expenses.
24. **Budget.** The Board of Directors of the Association shall prepare an annual budget for general common area expenses. A copy of that budget, together with a statement of the amount of each semi-annual assessment, shall be delivered to each owner. Each semi-annual assessment shall be equal to the total estimated common area expenses for the coming year plus a reasonable reserve allowance for replacement of improvements. Special assessments may be made by the Board of Directors for capital improvements.
25. **Cost Allocation.** Anytime a Lot in the Subdivision is sold, the purchaser shall pay a one-time fee to the Association in the amount of Five Hundred Dollars ($500.00). Additionally, each Owner shall pay to the Association, in semi-annual payments, in advance, the Owner’s pro-rata share of common area costs attributable to each Owner’s lot based upon the amount set forth in the approved budget. The “pro rata” share attributable to an Owner for a lot for a calendar year will be based on a fraction, the numerator of which is the square footage of an Owner’s lot and the denominator of which will be the square footage of all of the developable lots within the subdivision. For the purpose of calculating an Owner’s pro rata share, the common area lots, specifically Lots 1, 7, and 14, Block 2 of the Subdivision, will not be included in the denominator. The numerator for each parcel shall be the square footage reflected for each lot on **Exhibit “D”**, hereto. No Common Area costs shall be assessed against the Common Area Lots, specifically Lots 1, 7, and 14, Block 2.
26. **Audit Rights.** Each Owner shall have the right to audit the Association’s books and records, pertaining to common area expenses for a period of two (2) years. An Owner shall notify the Association of such Owner’s intent to audit at least thirty (30) days prior to the designated audit date. Such audit shall disclose any error in the determination of common area costs or any allocation thereof to a particular lot. The auditing Owner shall provide the Association with a copy of the audit. The cost of any audit shall be assumed by the auditing Owner, unless such Owner shall be entitled to a refund in excess of ten percent (10%) for the amount calculated by the Association as such Owner’s share of the common area expenses for the applicable calendar year, in which case the Association shall pay the reasonable costs of the audit. Any audit shall be conducted only by a qualified Certified Public Accountant.
27. The Greensleeves Estates Subdivision Common Areas. The Subdivision is bordered by the Greensleeves Estates Subdivision. The Association has entered into a Reciprocal Use Agreement with the Greensleeves Estates Owner’s Association to permit the Owners of Lots within the Subdivision to use the Common Areas within the Greensleeves Estates Subdivision. Towards that end, the Common Area Expenses shall include an amount sufficient to maintain the Reciprocal Use Agreement and to allow the Association to make quarterly payments to the Greensleeves Estates Owner’s Association.

**ARTICLE VIII**

**MISCELLANEOUS**

1. **Covenants Run With the Land.** The terms of this Declaration and each restriction and easement on each Tract shall be a burden on that Tract, shall be appurtenant to and for the benefit of the other Tracts and each part thereof, and shall run with the land.
2. **No Public Dedication**. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Subdivision or of any Tract or portion thereof to the general public, or for any public use or purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed
3. **Modification and Termination.**  This Declaration may not be amended or modified in any respect whatsoever or terminated, in whole or in part, except by a written Declaration signed by the Owners of at least seventy-five percent (75%) of the lots within the subdivision, excluding Lots 1, 7, and 14, Block 2 of the Subdivision. Such amendment, modification or termination shall be effective only when recorded in the official real estate records of Yellowstone County, State of Montana; provided, however, (i) no such amendment shall impose any materially greater obligation on, or materially impair any right of, a Landlord under a Prime Lease or an Owner or its Tract without the consent of such Owner, and (ii) no amendment, modification or termination of this Declaration as provided herein shall adversely affect the rights of any senior Mortgagee unless such Mortgagee consents in writing to the amendment, modification or termination. Because the submission of a proposed amendment to the Owners is not an item of "consent" or "approval", each Owner may consider any proposed amendment to this Declaration in its sole and absolute discretion without regard to reasonableness or timeliness.
4. **Breach Shall Not Permit Termination.** It is expressly agreed that a breach of this Declaration shall not entitle any Owner to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.
5. **Notices**.
6. All notices given pursuant to this Declaration shall be in writing and shall be given by facsimile, by personal delivery, by United States mail or United States express mail postage or delivery charge prepaid, return receipt requested, or by an established express delivery service (such as Federal Express or United Parcel Service), sent to the person and address or facsimile number designated below (but if facsimile notice is used such facsimile notice will only be effective if the written notice and confirmation of transmission is set to the addressee by an established express delivery service), or to the registered agent of person in the State in which the addressee is located. The Owners expressly agree that notices given by attorneys on behalf of their client(s) in the manner provided in this subsection are effective and recognized notice pursuant to this Declaration. All notices shall be sent to all of the following:

**Declarant:** P3Coleman, LLC

P.O. Box 1555

Billings, MT 59103

The Person and address to which notices are to be given may be changed at any time by any Owner upon written notice to the other Owners. All notices given pursuant to this Declaration shall be deemed given upon receipt.

1. For the purpose of this Declaration, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this Section, (iii) in the case of a facsimile, the date and time of receipt as shown on the confirmation of the facsimile transmission; (iv) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of non-delivery by the sending party.
2. **Waiver.** The failure of a Person to insist upon strict performance of any of the restrictions or other terms and provisions contained herein shall not be deemed a waiver of any rights or remedies that said Person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the restrictions or other terms and provisions contained herein by the same or any other Person. The Board may, in its sole and absolute discretion, waive any of the terms, conditions, limitations, restrictions, and/or requirements that are imposed by these CCRs. All waivers must be in writing and must be signed by The Board. The Board may condition any waiver upon such terms and conditions as The Board deems appropriate, in its sole and exclusive discretion.
3. **Severability.** If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.
4. **Not a Partnership.**  The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Owners. Each Owner shall be considered a separate party and no Owner shall have the right to act as agent for another, unless expressly authorized to do so herein or by separate written instrument signed by the Owner to be charged.
5. **Captions and Headings.** The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or Declarations contained herein.
6. **Interpretation.** Whenever the context requires construing the provisions of this Declaration, the use of a gender shall include both genders, use of the singular shall include the plural, and the use of the plural shall include the singular. The word "including" shall be construed inclusively, and not in limitation, whether or not the words "without limitation" or "but not limited to" (or words of similar importance) are used with respect thereto. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party. Unless otherwise provided, references to Articles and Sections refer to the Articles and Sections of this Declaration.
7. **Entire Declaration.** This Declaration contains the entire Declaration between the parties hereto and supersedes all prior Declarations, oral or written, with respect to the easements, restrictions and other terms and conditions contained in this Declaration affecting the Tracts. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party. Accordingly, the rule of strict construction shall not be applied.
8. **Joint and Several Obligations.** If any Owner is composed of more than one person, the obligations of those Owners shall be joint and several.
9. **Recordation.** This Declaration shall be recorded in the official real estate records of the County in which the Subdivision is located.
10. **Variances.** Where appropriate, the DRC or the Association may, in its sole, exclusive, and absolute discretion, grant written variances to the provisions of this Declaration (in lieu of an amendment), signed by of the DRC or the Association, as appropriate, , where strict adherence to the requirements of this Declaration would, in the judgment ofthe Association , cause undue hardship. The granting of a waiver or variance to one Owner shall not automatically entitle another Owner to the same waiver or variance, it being understood that each request for a waiver or variance shall be treated on its own individual merits. The DRC and the Association shall have no duty or obligation to grant any request for a waiver or variance and shall have no liability for exercising its discretion to deny any request.
11. **Limitation on Liability.**  Except as specifically provided below, there shall be absolutely no corporate or personal liability of persons, firms, corporations or entities who constitute the Association, Board, and DRC hereunder, including, but not limited to, officers, directors, shareholders, members, partners, employees or agents thereof, with respect to any of the terms, covenants, conditions and provisions of this Declaration. In the event of a default by the Board, the Association, or the DRC hereunder, the Owner who seeks recovery from the Declarant, may seek equitable relief through a proceeding for a temporary restraining order, preliminary injunction, permanent injunction or specific performance. However, no Owner shall be entitled to any monetary award for losses suffered, liabilities incurred or costs. **No Owner shall be entitled to incidental, consequential, or punitive damages from the Association, the Board, or the DRC.**
12. **Zoning Requirements**. Owners are alerted that it is their obligation to ascertain and comply with all applicable zoning ordinances, or obtain a variance from those ordinances. These Covenants and Restrictions do not relieve owners of the obligation to also comply with applicable zoning ordinances, and the DRC will not review plans for compliance with those ordinances.
13. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
14. **Alterations to these Restrictions.** Any amendment to these restrictions must be in writing and signed by all of the owners of no less than 75% of the Lots. These restrictions may be revoked in whole or in part and additional provisions may be added by written amendment signed by all owners of no less than 90% of the Lots. No amendment shall be effective until it is recorded in the office of the Yellowstone County Clerk and Recorder. No addition to or amendment or revocation of these restrictions shall take effect prior to sale of all Lots by Developer unless signed by Developer.
15. **Enforcement** The Association, and each and every one of the owners of Lots in South Greensleeves Estates shall have the right to enforce these Covenants and Restrictions and any and all amendments thereto by civil action, including the right to injunctive relief and for damages, it being presumed that some damage would occasioned, by reason of the failure of any Lot owner or owners to comply with these restrictions and the covenants herein contained.

In the event that any Owner shall permit any home or other improvement, including any landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Association may notify the Owner to take corrective action. If corrective action is not taken by the Owner within a reasonable time, as determined by the Board, the Board may cause such corrective action to be taken and shall assess the expense of correction to the Owner as a common expense, payable only by that owner. If an owner fails or refuses to pay such an assessment, the Association may file and foreclose a lien for the amount of the assessment, as provided in the Bylaws of the Association.

The Board may adopt, and amend from time to time, a reasonable schedule of fines for violation of any of the provisions of these Covenants and Restrictions, and charge those fines to Lot owners in violation of these Covenants and Restrictions. Before any fine may be imposed, the schedule of fines must be approved by a majority of the Lot owners. Fines imposed on a Lot owner shall be deemed an assessment of a common expense, payable only by that Lot owner and shall be a lien on the Lot of the assessed owner. Imposition of a fine by the Board shall not be deemed an election of remedies or a waiver of any other remedies available to the Association, or any Lot owner, for violation of these Covenants and Restrictions.

Failure of the Association, its Board of Directors or any of its members to enforce the provisions of these Covenants and Restrictions shall not be deemed a waiver of the right to do so in the future.

The losing party in any lawsuit or arbitration proceeding brought to enforce these Covenants and Restrictions shall be obligated to pay the reasonable attorney fees incurred by the prevailing party, together with costs incurred in the lawsuit or arbitration proceeding. In the event the services of any attorney are used by the Association or its Board of Directors to enforce these Bylaws without filing a lawsuit or initiating arbitration, the party violating these Covenants and Restrictions shall be obligated to pay the costs and attorney fees incurred by the Association. Costs and attorney fees shall be a lien on the Lot of the violating owner and may be foreclosed in the same manner as the lien for common expenses.

IN WITNESS WHEREOF, the Declarant has executed these Covenants and Restrictions this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015.

P3COLEMAN, LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF MONTANA )

: ss.

County of Yellowstone )

On this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2015, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me to be the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the P3Coleman, LLC the entity executing the within, and acknowledged to me that \_\_\_\_\_ executed the within instrument on behalf of said corporation, having first been authorized so to do.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print or Type Name

Notary Public for the State of \_\_\_\_\_\_\_\_

Residing at \_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_

4849-8684-5472, v. 3