

Return Recorded Document to:
Blackwood Land Fund, LLC
115 West Kagy Blvd, Ste L
Bozeman MT 59715

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR**

FOR

BLACKWOOD GROVES SUBDIVISION



This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Blackwood Groves Subdivision, made on the date of recording by the Declarant, BLACKWOOD LAND FUND, LLC, “Declarant” and is authorized by Article XI of the Declaration of Covenants, Conditions and Restrictions for Blackwood Groves Subdivision recorded in the office of Gallatin County Montana Clerk and Recorder as Doc. No. 2787243.

WITNESSETH:

WHEREAS, these Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Blackwood Groves Subdivision encumber that certain property in the County of Gallatin, State of Montana, which is more particularly described as:

the South Half of the Southwest Quarter of Section 24, and the North Half of the North Half of the Northwest Quarter of Section 25, all in Township 2 South, Range 5 East of P.M.M., Gallatin County, Montana, EXCEPT that part conveyed to the State of Montana for highway right of way purposes for South 19th Avenue, State Project S 243 (1), by Bargain and Sale Deed, recorded in Book 144 of Deeds, Page 148. (Reference: Document No. 2279831, as recorded in the office of the Clerk and Recorder, Gallatin County, Montana, which shall be subdivided into Blackwood Grove Phase 1 through 9, as the phases may be amended.

hereinafter (the “Property”).

WHEREAS, Declarant by and through this Amended and Restated Declaration hereby restate and amend those covenants, restrictions, limitations and regulations for the for the benefit of the Property described above.

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

**ARTICLE I.
DEFINITIONS**

1. “Architectural Design Guidelines” shall mean those guidelines established and adopted by the Declarant and/or the Board of Directors of the Association to establish the architectural and landscape design standards for buildings, structures, improvements, and landscaping, and to control the development of the Lots within the Property. The Architectural Guidelines shall contain minimum standards for the architectural design and construction of all buildings and structures within the Property, the landscaping of all Lots within the Property and other guidelines as the Declarant or the Board, in its judgment, deems appropriate. In the event conflicts between the provision of these Covenants and the Architectural Design Guidelines arise, the provision of these Covenants prevails. The Architectural Guidelines may be requested at any time by contacting

the Association. The Architectural Design Guidelines shall not supersede/supplant standards, requirements or guidelines established by the Bozeman Municipal Code (BMC) for the REMU (Residential Emphasis Mixed Use) zoning district in effect at the time of permit application.

2. "Design Review Panel" or "DRP" shall mean the Blackwood Groves Design Review Panel as established and set forth herein and shall initially be the Declarant.
3. "Association" shall mean and refer to Blackwood Groves Owners Association, a Montana Non-Profit Corporation, its successors, and assigns.
4. "Board" or "Board of Directors" shall mean the elected or appointed Board of Directors of the Association.
5. "Bylaws" shall mean the Bylaws for Blackwood Groves Owners Association.
6. "Common Areas " shall include, but not be limited to, common sidewalks/walkways, irrigation well(s) and common area sprinkler system(s), bike racks, benches, street/access drives, parking lots, snow storage areas, refuse areas and required receptacles, drainage easements, storm water facilities, common lighting, landscaping, monument or directional signage and other common use areas as shown on the Plat for Blackwood Groves Subdivision first filing as recorded in the records of the Gallatin County Clerk and Recorder's Office in Gallatin County, Montana. Common Areas are identified on final plats as OS and a number (OS 1 etc.).

Common sidewalks/walkways do not include sidewalks/walkways within private lots or along public right-of-way fronting private lots. Common area sprinklers do not include sprinkler system(s) within individual lots.

7. "Common Area Expense" the actual and estimated expenses incurred or anticipated to be incurred by the Association for the maintenance, repair, and replacement of the Common Areas, and/or the general benefit of all Owners including any reasonable reserve as the Board may find necessary and appropriate pursuant to the Governing Documents. Common Area Expenses shall include, but not be limited to, maintenance, repair and replacement of common sidewalks/walkways, irrigation wells and common area sprinkler system(s), subdivision bike racks, common benches, public alleys, common parking lots, common snow storage areas, common refuse areas and required receptacles, subdivision drainage easements, subdivision storm water facilities and maintenance as set forth in attached and incorporated Exhibit A, common lighting, monument or directional signage, snow plowing, garbage service, electricity costs, landscaping, mowing, insurance, and real estate taxes for Common Areas.
8. "Declarant" shall mean BLACKWOOD LAND FUND, LLC and its successors and assigns.
9. "Governing Documents" is a collective term referring to these covenants, conditions, and restrictions as the same may be amended, the bylaws, the Architectural Design Guidelines, rules, and regulations adopted by the Board, and fines schedules as may be adopted by the Board. The Governing Documents establish, as part of the general plan of development for the Property, a framework of affirmative and negative covenants, easements and restrictions which govern the

property. Within that framework, the Board and Members have the ability to respond to unforeseen problems and changes in circumstances, desires, trends, and technology which inevitably will affect the Property and its Owners.

10. "Lot" shall mean and refer to the individual Lots shown upon any recorded subdivision plat(s) of the Property on file and of record with the Gallatin County Clerk and Recorder's Office, Gallatin County, Montana, and as the same may be amended.
11. "Manager" shall mean the Board, Manager or Management Company, or any other Person or group retained or appointed by the Association for the purpose of conducting the day-to-day operations of the Property.
12. "Member" shall mean and refer to each Lot Owner including the Declarant while Declarant owns any Lot. Member for lots developed pursuant to the Unit Ownership Act condominium regime shall be the Unit Owners. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot or Unit. Nothing in this definition provides a lot developed pursuant to the Unit Ownership Act condominium regime more voting rights than are set on in Exhibit C, attached and incorporated.
13. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is part of the Property. The term Owner shall also include the purchaser under a Contract for Deed. The term Owners for lots developed pursuant to the Unit Ownership Act condominium regime shall be the Unit Owners. Nothing in this definition provides a lot developed pursuant to the Unit Ownership Act condominium regime more voting rights than are set on in Exhibit C, attached and incorporated.
14. "Person" shall mean a natural person, a corporation, a partnership, a trustee or any other legal entity.
15. "Property" shall mean and refer to that certain real property hereinbefore described.
16. "Structure" shall mean anything built or placed on, or above, ground level excluding ground level features such as streets, off street parking areas, driveways, sidewalks, pathways or low-profile patio or entrance slabs contiguous to structures.
17. "Subdivision" or "Blackwood Groves Subdivision" shall refer to the Property.

ARTICLE II. CITY OF BOZEMAN REQUIRED COVENANTS

Any covenant which is included herein is a condition of the preliminary plat approval and required by the City of Bozeman. As such the covenants set forth in this Article shall not be amended or revoked without the mutual consent of the Owners, in accordance with the amendment procedures in the Declaration, and the City Commission.

1. The Association shall be responsible for the control of noxious weeds on the Common Areas. Landowners are responsible for noxious weed control on their own individual lots as stated in the Montana Code Annotated §7-22-2116.
2. Owners are informed that adjacent uses may be agricultural. Owners accept and are aware that standard agricultural and farming practices can result in smoke, dust, animal odors, noise, flies, and machinery noises. Standard agricultural practice features the use of heavy equipment, burning, chemical sprays, and the use of machinery early in the morning and late into the evening.
3. The Association shall be responsible for maintenance of interior subdivision roads, parking lots and Common Areas, open space, pathways, landscaping of open areas outside of Lots.
4. All corner lots shall be developed, with orientation and setbacks, as approved by the City of Bozeman and set forth on Exhibit B, attached and incorporated.
5. The development of all lots adjacent to pathway corridors and minor arterial road shall have additional setback requirements. The DRP shall not approve any lot design without ensuring compliance.
6. The Association, through the budget approved by the Board and presented to the members, shall be responsible to levy, assess, collect and contract for the following, including but not limited to: snow removal, maintenance and upkeep of all Common Areas, street maintenance, snow and ice removal from public park sidewalks, public parks, including water supply and irrigation system(s) until such time as the City of Bozeman assumes said responsibility, private parks including water supply and irrigation system(s), trails, pathway corridors, storm water runoff facilities, landscape details for detention ponds, outlet structures and boulevard trees and payment of insurance, special improvements district (SID) including lighting district assessments, all taxes and assessments levied thereon.
7. The DRP shall ensure the Architectural Design Guidelines and landscaping requirements, including the placement of boulevard trees at a regular spacing for each residential lot, individual lot and/or phase of the subdivision shall be met. Boulevard trees shall be installed on each lot. The DRP, Board and Association are responsible to ensure landscaping is installed consistent with the City requirements and/or City-approved plans and specifications where applicable.
8. The Association, through the Board, shall contract each and every year with a certified landscape nursery person or entity for the upkeep and maintenance of all parklands, Common Areas, parks, pathway corridors and trails.
9. Notice is given that the subdivision is in an area of high ground water. Subterranean construction, crawl spaces and the like are limited by notes on final plat conditions of approval sheet regarding ground water.
10. All fences bordering agricultural lands shall be maintained by the Association, in accordance with state law. All fences shall be constructed in compliance with the Architectural Design Guidelines

after approval of the DRP.

11. Membership in the Association shall be mandatory for each Lot. Each Owner shall be required to pay such fees, charges, reserves, and special reserve, and fines as applicable, as established by the Board after presentation to the Association. This obligation does not limit or waive the requirement of each Owner's responsibility to maintain, repair, replace, security and insurance for liability, fire risk, and theft with regarding to the Owner's Lot, structure and improvements.
12. The Association shall be responsible for liability insurance and real estate taxes on the Common Areas in an amount to be determined by the Board.
13. Title to the Common Areas is vested in the Association and is maintained and controlled by the Board on behalf of the Association. The Board, on behalf of the Association, shall be responsible for the operation and maintenance of parking areas and Common Areas within the Property once 80% of the Lots are sold, or until Declarant transfers ownership of the same to the Association, whichever occurs first. The Association shall be responsible for acquiring and maintaining appropriate liability insurance on the same.

ARTICLE III. BINDING EFFECT AND ENFORCEMENT

All Property described above shall be owned, conveyed, and used subject to all provisions of this Declaration which shall run with the title to such Property. This Declaration shall be binding upon all persons having any right, title, or interest in any portion of the Property, their heirs, successors, successors in title and assigns. This Declaration shall be enforceable by the Declarant, the Association, any Owner and their respective legal representatives, heirs, assigns and successors perpetually from the date this Declaration was recorded in the public records.

ARTICLE IV. GOVERNING DOCUMENTS

The Governing Documents, as defined herein, create a plan for the development of all phases of the Property, which may be amended and supplemented by additional covenants, bylaws, board of directors adopted rules, restrictions, and easements.

Additionally, the Property is subject to zoning or other land use regulations promulgated by the City of Bozeman. In the event the terms, conditions, restrictions, and obligations of the Governing Documents conflict with the City of Bozeman zoning or other land use regulations, the more restrictive shall be control.

All provisions of the Governing Document shall apply to all Owners, Members, and to all occupants of the Lots as well as the respective customers, tenants, guests, and invitees unless otherwise noted. Any lease on a Lot shall provide that the lessee and all occupants, tenants, guests, and invitees of the leased Lot shall be bound by the terms of the Governing Documents.

The Property is subject to existing easements, covenants, bylaws, terms, conditions, obligations, disclosures, reservations, restrictions, dedications and conditions shown and delineated in the plats, site plans, and other documents filed or recorded with the Clerk and Recorder of Gallatin County, Montana, or the State of Montana, and subject to applicable zoning ordinances and land use restrictions, if any, laws and regulations of the state of Montana and the United States of America, and also subject to taxes, assessments, and charges levied by Gallatin County, improvement districts, sewer and water districts, fire districts and any other district or taxing authority, if any.

**ARTICLE V.
OWNERS' ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS**

1. Formation & Assessment

The Owners hereby establish a Property Owner's Association, which shall be a Montana non-profit corporation, for the purpose of promoting, developing and operating the Property. All Owners shall be Members of the Association. This Association shall be called Blackwood Groves Owners Association (the "Association"). The Association shall adopt Bylaws for the administration of the Association. The Bylaws, as adopted and as properly amended, shall be binding upon all Owner's in the Subdivision. Every Owner of a Lot shall be a Member of the Association and membership is automatic and mandatory for Owners. Each Owner at Association meetings shall have the voting percentage as set forth in the recorded covenants and Exhibit C to the recorded covenants. Multiple Owners of a single Lot have one collective vote. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Membership shall transfer with the sale of a Lot or Unit to the new Owner. Each Owner shall be responsible for advising the Association of his or her acquisition of ownership, of his or her mailing address, and of any change in the same.

2. Function.

The function of the Association and Board shall include, but not be limited to:

- (a) Adopt bylaws for the governance of the Association;
- (b) Provide for the general management and/or repairs and maintenance of the Common Areas;
- (c) Levy assessments as provided for in this Declaration and the Bylaws;
- (d) Adopt and implement a policy for the affairs of the Association and Property;
- (e) Represent the interests of the Owners in matters concerning the Association;
- (f) The Board is authorized to adopt rules, regulations and fines which further the purposes of the Association;

- (g) Enter into contracts or hire personnel for the management of the affairs of the Association and the maintenance and repair of the Common Areas;
- (h) Be responsible for the perpetual maintenance, upkeep, repair, refurbishment and remodeling of the Common Areas structures and Common Areas including the parking lot, lands, grounds, landscaping, shrubbery, trees, and control of noxious weeds to the extent the same is required; and

3. Voting Interest.

Unless an Owner's vote is expressly excluded in a particular matter by this Declaration, each Lot shall have the percentage of vote as set forth in Exhibit C using the column designated Voting Interest. If a Lot is owned by more than one person, such persons shall appoint a representative to cast the vote for that Lot. Except as otherwise provided in this Declaration, or the Bylaws, a majority of the votes present or by proxy at any meeting shall be sufficient to act on matters brought before the Association. Meetings of the Association shall only be conducted when a quorum is present, as defined in the Bylaws.

4. Failure to Comply.

Each Owner shall comply strictly with the provisions of the Governing Documents and the decisions and resolutions of the Association. Failure to comply with any of the same shall be grounds for a lien, for an action to recover sums due, for damages or injunctive relief or any combination of the above and for reimbursement of all costs, including attorney fees incurred which action shall be maintainable by the Manager in the name of the Association, on behalf of the Owner, or in the proper case by an aggrieved Owner.

5. Board of Directors

The term "Board of Directors" or "Board" shall mean the Declarant until 100% of the Lots have conveyed to third party buyers or until Declarant appoints three Members to serve as the Board, whichever shall occur first. Thereafter, the Board shall consist of at least three and no more than seven Owners who shall be elected at the annual meeting by a majority of the Members of the Association at a notice meeting with a quorum as described in the Bylaws. That Board shall be elected for a term of not less than one year and no longer than three years established by a majority of the Members. Each director shall serve until replaced by their successor. Any vacancy in the Board occurring before the next annual meeting of the Members shall be filled by appointment by the remaining Directors.

6. Power of Association

The Association, acting through its Board, shall have the power and authority to take such actions as shall be necessary or reasonable to care for, protect and maintain the Common Areas, easements, parking areas, roads, storm water facilities in accordance with Exhibit A, common utilities and other assets shared in common by all Owners; to enforce these Covenants; to collect

assessments; to set annual and/or special meetings; and to act in any other matters set forth herein or which may serve the Association. Nothing in this paragraph shall be interpreted to limit the authority of the Association or Board in enforcing these covenants.

**ARTICLE VI:
COVENANT FOR MAINTENANCE ASSESSMENT**

1. Creation of the Lien for Personal Obligation of Assessments

An Owner, by acceptance of a contract of sale or a deed therefore, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association (a) annual assessments, fees, charges, reserves and fines; and (b) special assessments for capital improvements (hereafter (a) and (b) shall be referred to “assessments”). The assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot or Unit and shall be a continuing lien upon the Lot or Unit against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner at the time the assessment fell due. The Board has the authority to impose reasonable charges for interest and penalties for overdue payments. The Board must first obtain the approval of a majority of the Association membership before:

- a) making any special assessment for a capital improvement costing more than \$100,000;
- b) mortgaging, encumbering or otherwise disposing of any Association property more than \$100,000.

2. Assessments - Purposes, Procedures

The Board shall levy assessments upon the Owners in the following manner and for the following reasons:

- a) Assessments shall be presented at a regular or special meeting of the Association. Notice of the assessments, amount thereof, and the purpose for which it is made whether regular or special, including an annual budget for expenditures and operations, delivered to all Owners affected by delivering a copy of the same to the Owner personally or by mailing a copy of the assessment and budget to the Owners at their addresses of record at least ten (10) days prior to the date for such meeting. The Board is authorized to enact the budget and assessments in compliance with the attached Exhibit C, which may be amended by the Board to reflect the finally approved units on any lot.
- b) Assessments shall be made for the repair, replacement, general maintenance, management, and administration consistent with Article II, § 6 and this Article.
- c) An initial assessment for each Lot or Unit shall be collected at the time of the initial transfer. At the time the Board holds its first meeting, or at any duly noticed meeting

thereafter, a reserve account will be set up to which any unused initial assessments shall then be deposited. Thereafter, a yearly assessment shall be made for the reserve account in an amount determined by the Association, but in no event shall it be less than 10% of the annual budget. Neither the Declarant nor its affiliates shall be required to pay any amount of the per lot assessment nor any amounts toward the reserve fund for any Lot owned by Declarant or its affiliate.

- d) The Association, acting through the Board or the Manager, shall have the authority to levy fines against Lots for any violation of the covenants set forth herein or for any violation of the rules and regulations duly adopted by the Board. Violations caused by a tenant shall be assessed against the Lot and shall be the responsibility of the Lot Owner.

The fine schedule may be amended by the Board at any duly called board meeting. All fines shall be considered final and shall be considered an assessment and a lien against the Lot unless the Owner makes a written appeal to the Board within five (5) business days of receiving the fine and the Board subsequently overturns such fine. The Board shall have thirty (30) days to meet and render its decision regarding the fine, which decision shall be final. All fines may be collected by the Association in the same manner as an assessment as set forth herein. All fines not paid within thirty (30) days shall accrue interest at the amount set by the Board, which shall not exceed the maximum legal rate of interest.

3. Payment of Assessments

- (a) Due Date Delinquency. All assessments shall be due thirty (30) days from the date of mailing such assessment following the meeting at which time assessments are levied presented to the Association, and may be payable in one annual payment, quarterly or monthly installments, at the option of the Owner. The amount assessed against each Lot shall be the personal and individual obligations of the Owner. No Owner shall be exempt from liability for any assessment by waiver of the use of enjoyment of any of the Common Areas or by abandonment of the Lot. All assessments not paid within thirty (30) days from the date they are due and payable become delinquent and are subject to interest set by the Board, which shall not exceed the highest rate allowed by law.

Collection. The Association or Manager shall have the responsibility of taking prompt action to collect any unpaid assessment which becomes delinquent. In the event of delinquency, the Owner shall be obligated to pay interest at the then current legal rate of interest, together with all expenses, including attorney fees incurred and late charges as provided in the Bylaws. Suit to recover a money judgment for unpaid Assessments may be maintainable without foreclosing or waiving the lien securing the same. Unpaid assessments, together with attorney fees, interest and costs shall also be a personal obligation of the Owner at the time the assessment becomes due, and a purchaser may be held jointly or severally liable for past due payments.

4. Liens and Foreclosure.

All sums assessed but unpaid for assessment chargeable to any Lot shall constitute a lien on such Lot. To evidence such lien, the Board or manager as directed by the Board, shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of accrued interest and late charges thereof, and the name of the Owner and a description of the Lot. Such notice shall be signed and verified by one of the officers or by the Manager, or his or her authorized agent, and shall be recorded in the office of the Clerk and Recorder of Gallatin County, Montana. Such lien shall attach from the date of recording such notice. Such lien may be enforced by the foreclosure of the defaulting Owner's Lot by the Association in like manner as foreclosure of a mortgage on real property. In any foreclosure, the Owner shall be required to pay a reasonable rental for the Lot if so provided in the Bylaws, and the Plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosure or waiving the lien securing the same. In any such proceeding the Owner may be required to pay the costs, expenses and attorney's fees incurred in filing a lien, and in the event of foreclosure proceedings, additional costs, expenses, and attorney's fees incurred.

5. Bidding at Foreclosure Sale.

The Association shall have the power to bid on the Lot at a foreclosure or other legal sale, and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the same. Any lien holder holding a lien on a Lot may pay, but shall not be required to pay, any unpaid assessment payable with respect to any such Lot and upon such payment such lien holder shall have a lien on said Lot for the amounts paid of the same priority as the lien of the lien holder's encumbrance without the necessity of having to file a notice or claim of such lien.

6. Priority of Lien.

To the extent permitted by Montana law or other applicable law, any lien of the Association for assessments becoming payable on or after the date of recordation of the first mortgage, shall be subordinate to the first mortgage on the Lot. To the extent permitted by Montana law or other applicable laws, such a lien for assessments shall not be affected by any sale or transfer of a Lot, except that a sale or transfer of a Lot pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for Lot assessments which become payable prior to such sale or transfer. To the extent permitted by Montana law or other applicable law, any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Lot from liability for, nor the Lot sold or transferred from the lien of, any assessment charges thereafter become due.

7. Mortgages and Unpaid Dues.

Any first mortgagee who obtains title to a Lot pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than twelve (12) months of the Lot's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the Lot by the Mortgagee. If the Association's lien priority includes costs of collecting unpaid dues, the lender will be liable for any

fees or costs related to the collection of the unpaid dues.

8. Rate of Assessment.

Assessments, shall be levied consistent with Exhibit C, attached and incorporated.

9. Insurance.

The Association, acting by and through the Board, shall obtain, purchase, and maintain all insurance policies specified and required in this Section and other provisions herein. Neither the Association, Board nor the Declarant, however, shall be liable for failure to obtain any coverages required by this Section, or for any loss or damage resulting from such failure, if such failure is due to the unavailability of such coverages, or if such coverages are so available only at a demonstrably unreasonable first.

Premiums. The Association shall pay premiums for insurance policies as a Common Area Expense and shall include the cost as part of the Association's assessment.

Policy Requirements — Generally. Each required policy must provide that:

- (i) Named Insured. The named insured is the Association for itself and as agent for the Owners without naming them. Each Owner is an insured Person under the policy with respect to liability arising out of such Owner's membership in the Association; The policies may have a reasonable deductible. In the event of an insured loss, the deductible shall be treated as an Association expense. However, if the board reasonably determines, after notice and an opportunity to be heard, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, Invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots as Specific Assessment.

The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in Gallatin County, Montana area. All Association policies shall provide for a certificate of insurance to be furnished to the Association.

- (ii) Recognition of Insurance Trustee. Each policy shall provide for the recognition of any insurance trust agreement made by the Board. If the Board designates an Insurance Trustee, all payments under policies subject to the insurance trust agreement shall be paid to the Insurance Trustee, and all policies and endorsements thereon shall be deposited with the Insurance Trustee.
- (iii) Waiver of Subrogation: The insurer waives any right to claim by way of subrogation against the Declarant, the Association, the Board of Directors, or the Owners, and their respective agents, tenants, invitees, employees and guests.
- (iv) Right to Cure: Such policy shall not be substantially modified or suspended due to the act or omission of any Owner (including his invitees, agents, and employees) or of any member

(acting within the scope of his authority for the Association), officer or employee of the Board of Directors, without a prior demand in writing that the Board of Directors cure the defect and neither shall have so cured such defect within sixty (60) days after such demand.

- (v) Notice of Cancellation. Such policy may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to the Board of Directors.
- (vi) Required Coverages. The Association acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance as a Common Area Expense, if reasonably available:
 - (i) Blanket property, insurance on the Common Areas covering the full replacement cost of all insured improvements, if any, under current building ordinances and codes, to the extent that Association has assumed responsibility in the event of a casualty;
 - (ii) Commercial general liability insurance on the Common Areas insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least One Million Dollars (\$1,000,000.00) per occurrence with respect to bodily injury, personal injury, and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such addition coverages or limits;
 - (iii) Workers compensation insurance and employer's liability insurance, if and to the extent required by law;
 - (iv) Directors' and officers' liability coverage;
 - (v) Commercial crime insurance, including Fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's best business judgment. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and
 - (vi) Such additional insurance as the Board, in its best business judgment, determines advisable.

**ARTICLE VII:
COMMON AREAS / PARKS**

1. **Road Maintenance and Snow Removal.**

The maintenance and snow removal of the alleys, mail delivery areas, common area sidewalks located on common open space parcels, and common area sidewalks/asphalt trails providing access to lots fronting on public parks, shall be the responsibility of the Association. The cost of the same will be assessed to the Owners as set forth herein. Street and parking signs will be placed and designed as approved by the Association and in conformance with City of Bozeman regulations. The Association is responsible for all maintenance and snow removal for all angled parking spaces located within the public right-of-way within the Property. Owners shall maintain private sidewalks at the same level of maintenance required by the City of Bozeman code and the Association reserves the right to enforce such maintenance.

2. **Landscaping.**

Landscaping of the Common Areas shall be the responsibility of the Association. Individual Lot landscaping shall be the responsibility of each Owner and shall meet all requirements set forth in the Architectural Design Guidelines. Owners shall submit landscape plans to the DRP for their review and approval. The Owners shall be responsible for the installation and care of the lawns, drip irrigation systems and landscaping on their Lot and for the care, maintenance and replacement of trees and shrubbery located on their Lot. However, if an Owner fails to adequately water, control weeds, fertilize or mow the grass on their Lot, the Association, via the Board, may do so and charge the cost thereof to the Owner.

When a building is constructed on a Lot, the lawn and landscaping, after submittal and approval of plans by the DRP, shall be installed by the Owner no later than the next planting season after the receipt of a Certificate of Occupancy for a building. If a Lot is not cleared of weeds and if the Owner fails to do so after notice from the Board, Manager or Association with at least a 15-day cure period, the weeds may be cleared and controlled with the cost and expense associated with such weed maintenance shall be assessed to the Owner and such assessment may become a lien if not paid within thirty (30) days of the mailing of such assessment.

**ARTICLE VIII:
EASEMENTS**

1. Generally. Easements for roads, parking lots, drainage, storm water facilities, electricity, telephone, lighting, water, sewer, cable television, Internet, fiber optic, and any other service or utility shall be, and hereby are, granted and reserved as shown on the Plat. Such easements shall not interfere with and shall be subject and servient to any buildings subsequently erected in such areas, the easements herein provided for shall by-pass such buildings. All utilities, pipes, wires, and service lines shall be buried. All road or access area easements as shown on the Plat shall include a corresponding easement for drainage, electricity, telephone, lighting, and all other utilities along or under such roads.

Easement areas may be landscaped to enhance their appearance so long as the landscaping does not interfere with the use of the easement. No landscaping beyond ground covers or fencing can be installed within an access or utility easement granted to the City of Bozeman without written consent of the City of Bozeman.

All easement areas must be restored, at the expense of the utility or service entity doing such work, to as near the condition as existed before such work as possible. In the discretion of the Board, a security may be required of the utility, installer, or service entity to ensure compliance with this provision.

2. Easements in Common Areas. The Declarant grants to each Owner a nonexclusive right and easement of use, access, and enjoyment in and to the Common Area, which is appurtenant to each Lot, subject to:
 - (a) The Governing Documents and any other applicable covenants;
 - (b) The right of the Board to adopt rules regulating the use and enjoyment of the Common Area, including rules limiting the hours of use and number of guests who may use the Common Area;
 - (c) Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. Any Owner who leases his or her Lot shall be deemed to have assigned all such rights to the lessee of such Lot for the period of the lease;
 - (d) Inspecting, maintaining, repairing, and replacing the utilities, infrastructure, and other improvements; and
 - (e) Access to read utility meters.
3. Declarant's Easement. Declarant also reserves for itself the non-exclusive right and power to grant and record such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of the subdivision, including but not limited to easements for ingress, egress, parking, and utilities shall be granted to the Declarant, its successors or assigns for the purpose of developing the subdivision. The Declarant hereby reserves for itself and on behalf of its successors and assigns, an easement over the Common Area for the purposes of enjoyment, use, access, and development of the subdivision. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing infrastructure and utilities on such property. The Declarant reserves for itself and its successors and assigns non-exclusive easements and rights of way for ingress, egress, and utilities along with the right, during and for any purpose concerning the construction of any Lot and the finishing of any structure therein, to use, access, and to upon the general Common Areas for access, deliveries, and the placement or temporary parking of vehicles, materials, and

equipment.

4. Easements for Maintenance, Emergency and Enforcement. The Declarant grants to the Association easements over the Property as necessary to enable the Association to fulfill its maintenance responsibilities including but not limited to storm water facility maintenance. The Association shall also have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency, entry shall only be during reasonable hours and after notice to the Owner.
5. Ingress and Egress. A non-exclusive easement shall exist in favor of each Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Areas as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portion of the Common Areas including but not limited to streets and parking lots as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

ARTICLE IX: ARCHITECTURAL REVIEW

1. Architectural Design Review in General.

No parking lots, construction, building, structure, sidewalk, reconstruction, alteration, remodeling, landscaping, fence, wall, or other improvement shall be placed, constructed, erected, repaired, restored, reconstructed, altered, remodeled, added to, or maintained on any lot until building drawings, plans, and specifications, and such other information as the DRP may reasonably require, including without being limited to, colors, building materials, and models, have been submitted to, and approved by, a majority of the DRP in writing; nor may the same be commenced until the DRP shall have issued a permit allowing for such improvements. In addition to obtaining a written approval from the DRP, the Owners must also apply for a building permit from the City of Bozeman and receive a signed building permit, when necessary, before construction of any improvements on the Lot. The DRP's written approval of plans and a stamp of approval on the final plans must be attached to all City of Bozeman building permit applications. In addition to building plans, prior to the construction of any structure on any Lot within the Property, the Owner shall submit a landscaping plan to the DRP. The landscaping plan shall comply with those landscape requirements set forth in the Architectural Design Guidelines and shall be approved, in writing, by the DRP before any plan is implemented.

In all event, each Lot must meet the Architectural Design Guidelines requirements set forth in the Blackwood Groves covenants. In the event conflicts between the provision of these Covenants and the Architectural Design Guidelines arise, the provision of these Covenants prevails.

The Declarant and its affiliates may utilize an alternative Design Review process.

2. Creation – Membership.

There is hereby created the Design Review Panel which is herein referred to as the “DRP” which shall be the Declarant until one hundred percent (100%) of the Lots are sold to third parties or until Declarant appoints three persons to serve until such time as the Association appoints new persons, whichever shall occur first. After that point, the DRP shall consist of three (3) persons, elected by a majority of Owners. DRP members shall serve staggered three-year terms.

3. Selection.

If no successor is appointed by a majority of the Owners by the expiration of an individual member’s term, the DRP Member shall be deemed to have been re-appointed for another term. On the death or resignation of an individual member, a replacement shall be selected by the remaining members of the DRP to fill out the unexpired term.

4. Purpose.

The DRP may make such reasonable rules and adopt such procedures, as it deems necessary to conduct its functions, which rules and procedures may not be inconsistent with these covenants.

5. Liability.

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

6. Commencement of Work.

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

A. The DRP shall provide the Owner, the Owner’s contractor, agent or licensee with the construction policies and procedures, which must be complied with during construction.

7. Completion Time.

All construction on or in the Lot shall be diligently prosecuted to completion and shall be completed within twelve (12) months of commencement unless specific written extension is granted

by the DRP and shall be completed within twelve (12) months of the City of Bozeman building permit issuance. An applicant can request a longer construction period during the initial DRP review for larger projects, not to exceed thirty (30) months after commencement of construction. No construction material shall, at any time, be placed or stored so as to impede, obstruct, or interfere with pedestrian or vehicular traffic and no construction materials shall be placed or stored on Lots for more than thirty (30) days following substantial completion of construction as determined by the DRP unless a specific waiver has been granted by the DRP.

8. Authority to Approve.

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

9. Variances.

The DRP shall have the authority to grant variances where, in its discretion, it believes such variances are necessary or contribute to the design merits of the overall Property.

10. Substantial Compliance.

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

**ARTICLE X:
USE RESTRICTIONS**

1. **No Hunting.** No hunting of, shooting at or harassing of birds, animals, or any wildlife will be permitted. Skunks, gophers, and rodents may be trapped; however, poison may not be used. Recreational or target shooting will not be allowed.
2. **Animals/Pets.** No animals, livestock, poultry, or other animals, shall be raised, bred, or kept on any land in the Property, except that no more than three (3) of any combination of cats, dogs or other common household pets maintained as indoor pets may be kept; provided, however that they are not kept, bred, or maintained for any commercial purpose. No animal may be kept in the Property that poses a risk of inflicting injury or damage to any person, other animal, or property. All animals shall be strictly controlled by their Owners so as not to annoy or interfere with use of the Lots by other Owners and to prevent any interference or harassment of wild animals in the subdivision or on surrounding or adjacent properties. All animals shall be kept on a leash at all times when off the Owner's lot, unless within a designated dog park. It is the responsibility of the animal owner to ensure that all animal waste is picked up immediately and disposed of properly anytime their animal is off their property anywhere in the Subdivision. Each Owner shall maintain their Lot in a sanitary condition with no animal waste presenting a nuisance (smell, odor, etc.) or health hazard to any adjoining neighbor or property. Animals shall not present a noise nuisance

(barking, etc.) to any adjoining lots. All City of Bozeman ordinances pertaining to animals shall be adhered to.

3. **Utility Lines.** City sewer and water lines, power, natural gas, cable television, and telephone primary service lines are provided to each Lot. However, each Owner is responsible for the costs of connecting to the main utility lines to his or her improvements from the primary line near his or her Lot, including any additions to the primary line that may be required by location of the improvements on the Lot. All utility lines shall be underground. Private utilities are the responsibility of the Owner.
4. **Signage.** All signage on individual Lots is subject to the Bozeman Unified Development Code and approval by the DRP. Signs indicating that the Lot or improvements are for sale may be placed in accordance with City sign regulations, only one sign per Lot may be placed, subject to approval by the DRP. The Declarant may erect signs within the Property for marketing, availability, and sales purposes. Any sign containing political content, after DRP approval, shall remain for a period of no more than thirty (30) consecutive days and then must be removed for a period of not less than thirty (30) consecutive days.
5. **Lot Maintenance.** Each Owner must maintain their Lot, whether developed or undeveloped, in a neat and orderly fashion and shall not allow debris to accumulate on the Lot. This shall include mowing to a height of no taller than twelve (12) inches of all areas not encumbered by planted trees, bushes and shrubs and removing noxious weeds. This shall also include during any period of construction, occupancy, or remodeling. All refuse, trash, and construction rubble (including concrete) shall be removed from the Lot promptly and shall be disposed of properly. Burning of refuse, rubbish, and construction debris is prohibited. Pursuant to these covenants, the Association acting via the Board or Manager reserves the right to enter a Lot for weed abatement and removal. Sidewalks shall be constructed within eighteen months of transfer from Declarant.
6. **Noxious Weeds.** The control of Noxious Weeds by the Owners Association on those areas for which the Association is responsible and the control of Noxious Weeds by individual Owners on their respective lots shall be as required by the Montana Noxious Weed Control Act (§ 7-22-2101, MCA through § 7-22-2153, MCA as amended) and the rules, regulations, and management Plans of the Gallatin County Weed District. Both unimproved and improved lots shall be managed for Noxious Weeds. In the event an Owner does not control the Noxious Weeds after 10 days' notice from the Board, Manager or Association, the Board, Manager or Association may cause the Noxious Weeds to be controlled. The cost and expense associated with such weed management shall be assessed to the Owner and Lot and such assessment may become a lien if not paid within thirty (30) days of the mailing of such assessment.
7. **Building Maintenance.** Each Owner must maintain any structure on the Owner's Lot in a neat and orderly fashion. This includes but is not limited to repainting, re-staining, reroofing and other similar maintenance and upkeep.
8. **Noise.** Each Owner shall be responsible for protecting, preserving, and promoting the health, safety, welfare, peace, and quiet within the Property, and to prevent raucous noise or noise which

unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of a reasonable person of ordinary sensibilities. Each Owner, whether present at the time of a disturbance or not, is responsible for the conduct of themselves and their guests, invitees, tenants, and lessees. No noise making devices may be used or maintained on any Lot which creates noise that may reasonably be expected to be unreasonably or annoyingly loud from adjoining Lots, except for security or emergency alarms. Each Owner is also responsible for the conduct of themselves and their guests, invitees, licensees, tenants, and lessees when utilizing the Common Areas.

9. **Municipal Regulations/ limits on ADUs and Overnight Rentals.** All land use regulations and all other laws, rules and regulations of any government or agency under whose jurisdiction the land lies are considered part of these Covenants and enforceable hereunder; and all Owners of the lands shall be bound by such land use regulations and other laws, rules, and regulations. In the event there is a conflict between the Covenants and the applicable land use regulations and other laws, rules, and regulations, the most restrictive shall control.

A. Certain lots are restricted from short term rental use, regardless of City of Bozeman zoning and rules regarding short term rental. These lots include:

- Blocks 1-5
- Block 6 (Lots 1-6)
- Block 7 (Lots 1-6)
- Block 8 (Lots 1-10)
- Block 9 (Lots 3-9)
- Block 13

Any residence that is not on a restricted short-term rental lot may be permitted to rent their residence on a short-term basis, so long as the residence is managed by a professional property management company that is approved by the Board.

B. The construction of accessory dwelling units, duplexes or greater, townhomes and multifamily residences are prohibited on lots smaller than 19,000 square feet unless otherwise approved by the Board on a case-by-case basis.

10. **Storage of Equipment/Inoperable Vehicles/Recreational Vehicles.** No Lot or parking area shall be used for the storage or any inoperable vehicle, and no Lot or parking area shall be used to store machinery, equipment, or recreational vehicles. No Lot or parking area shall be used for storage of any articles, equipment, or other personal property. Storage of materials, supplies, equipment, tools, or trade items outside of a building is expressly prohibited. Recreational vehicles, including but not limited to travel trailers, motor homes, campers, ATV's, dirt bikes, four wheelers, snowmobiles, boats, jet skis, etc., are prohibited from parking or being stored in any parking area or upon a Lot. The Board may adopt rules which clarify if any vehicle type not specifically mentioned is governed by the provision. No parking shall be permitted of these vehicle types on the public right-of-way (streets) at any time. Boats, recreational vehicles, and campers may be temporarily parked on a driveway, without blocking the sidewalk, for no longer than forty-eight (48) hours in a seven

(7) day period for the sole purpose of cleaning and preparation/loading/unloading.

11. **Offensive Activity.** No noxious or offensive activity shall be carried on upon any portion of the above-described Property, nor shall anything be done thereon which may be, or may become, an annoyance to the neighborhood. Any violation of City ordinances, zoning or other regulations shall be a violation of these covenants and can be enforced by the Board, Manager, Association, or individual Owners.
12. **Parking.** No vehicle or automobile may be parked at any time on other than the driveway, garage, or DRP approved parking areas. All parking shall comply with the Bozeman Unified Development Code.
13. **Hazardous Materials.** No hazardous materials may be stored or disposed of on any lot or common area.
14. **Common Areas.** There shall be no obstruction of the Common Area, nor shall anything be stored in or on the general Common Area without the prior written consent of the Association. Nothing shall be done or kept on the Common Areas which will increase the rate of insurance on the building or contents thereof, without the prior written consent of the Association.
15. **Nuisance.** No nuisances shall be allowed upon the property, nor shall any use or practice be allowed which is a source of annoyance to Lot Owners or which interferes with the peaceful possession and proper use of the Property by its residents which shall include, but not be limited to, barking dogs. No immoral, improper, offensive, or unlawful use shall be made of the property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
16. **Garbage.** Trash, garbage, and other waste shall not be kept except in sanitary containers. All sanitary containers shall be screened or concealed from view of other dwellings, street/alley frontages and Park/Common Areas. Sanitary containers may be placed on the street curb for collection only on collection days and removed that day as soon as possible after collection. Containers must not be left overnight on the street or alley. Only standard residential and commercial garbage and recycling shall be placed in the common garbage containers. Construction material and unusually large amounts of garbage shall be taken to the City or County dump collection sites by the Lot Owner. No junk, garbage, trash, equipment, parts, metals, lumber, debris, or other waste shall be allowed on the sidewalk, entrance, yard, or driveway for any Lot, or in any of the limited or general Common Areas. Construction material and debris must be secured at all times.
17. **Watercourse Setback Protection.** Owners of Lots 1 – 6, Block 28 are subject to watercourse setbacks as shown on the final plat of Blackwood Groves Subdivision, Phase 8. Owners are prohibited from installing any structure, deck, patio, recreational equipment (i.e., swing set, trampoline, etc.), or impervious surface, or place any fill within the watercourse setbacks as delineated on the plat. These Owners may not place any fertilizer or lawn clippings and shall control all noxious weeds within the watercourse setbacks.

**ARTICLE XI:
RIGHTS RESERVED BY THE DECLARANT**

1. Amend Covenants and Easements.

The Declarant may subject any portion of the Property to additional Covenants and easements including Covenants obligating the Association to maintain and insure such Property. Such amendment to covenants and easements may be set forth either in an amendment or supplemental Declaration subjecting such property to this Declaration or in a separate amendment of supplemental Declaration referencing property previously subject to this Declaration. If the property is owned by someone other than the Declarant, then the consent of the Owner(s) shall be necessary and shall be evidenced by their execution of the amendment or supplemental Declaration. Any such amendment or supplemental Declaration may supplement, create exceptions to or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect distinctive character and intended uses of subject property. Notwithstanding the foregoing, so long as Declarant or its affiliate owns any Lot or portion of the Property, Declarant reserves the right to amend these covenants or any portion thereof.

2. Right to Develop.

The Declarant and its employees, agents and designees shall have a right of access and use of an easement over and upon all Common Areas for the purpose of making, constructing and installing such improvements to the Common Areas as it deems appropriate in its sole discretion.

3. Right to Transfer or Assign Declarant's Rights.

Any of the special rights and obligations of the Declarant set forth in this Declaration may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or any Supplement or Amendment. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the public records.

**ARTICLE XII:
GENERAL PROVISIONS**

1. Effects of Covenants on Mortgage.

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

2. Enforcement.

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

3. General Provisions.

In the event of any violation or threatened violation of these covenants, the Board, manager, or any Owner may enforce these covenants by legal proceedings in a court of law or equity, including the seeking of injunctive relief and damages. In association with such legal proceedings or as a separate remedy, the Association may enter upon the lot in question and remove, remedy, or abate the violation or threatened violation after first having given notice and a reasonable opportunity for the owner to take action to comply with these covenants as set forth below.

4. Notice of Violation.

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

5. Prohibition to Division and Subdivision.

Subject to approvals required by the City of Bozeman, any future subdivision within the other Lots must be approved by the Declarant or the Board of Directors if the Declarant has sold 100% of all Lots within the Property.

6. Severability.

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

7. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by an instrument signed by the Declarant while Declarant owns any

portion of the Property or approved by Owners of not less than a simple majority of the votes taken at an Association meeting. The Declarant, at its discretion, will retain control of the Association until one hundred percent (100%) of the lots are sold to third parties. The Declarant specifically reserves the right to amend these covenants as necessary or to the sale of any Lot to a third party. Certain provisions herein may not be amended. Specifically, any covenant included herein as a condition of the preliminary plat approval and required by the City of Bozeman may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in these covenants and the governing body of the City of Bozeman.

8. Dispute resolution.

In an effort to resolve disputes among Owners, all such disputes shall first be submitted to Board for interpretation and resolution, prior to required Owners mediation in Gallatin County, Montana. The parties to the dispute shall mutually agree upon a mediator. If the parties cannot agree upon a mediator, one shall be chosen for them by the Board.

9. Compliance.

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

10. Anti-waiver.

Failure to exercise or delay in exercising any right, power, or privilege under this Declaration shall not be deemed a waiver thereof. Lack of enforcement of a breach of any provision of these covenants will not be deemed a waiver of any subsequent breach of the same or any other provision. No extension of time of performance of any obligations or other acts will be deemed to be an extension of time of performance of any other obligations or any other acts.

11. Attorney's Fees/Costs.

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

12. Headings.

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

13. Binding Effect.

Except as provided herein, each of the covenants, conditions, restrictions, regulations, and

reservations set forth herein shall continue to be binding upon the Owner, and each of its assigns and successors in interest, and upon each of them and on all parties or persons claiming under it on them, perpetually, from the day and year that this declaration is accepted and filed among the records of the Clerk and Recorder of Gallatin County

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the day _____ of _____ 2022.

Blackwood Land Fund, LLC, a Delaware limited liability company

By: Blackwood Management, LLC, Manager

By: _____
Grant Syth, Managing Member

STATE OF MONTANA)
 : ss
County of Gallatin)

On this _____ day of _____, 2022, before me a Notary Public in and for the State of Montana, personally appeared **Grant Syth**, known to me to be Managing Member of Blackwood Management, LLC, a Delaware limited liability company, the Manager of Blackwood Land Fund, LLC, a Delaware limited liability company, and acknowledged to me that he executed the same pursuant to the power and authority vested in them.

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

Notary Public for the State of Montana
Residing at _____
My Commission Expires _____

EXHIBIT A

INSPECTION AND MAINTENANCE FOR STORMWATER MANAGEMENT FACILITIES

The Blackwood Groves Homeowners Association shall be responsible for the maintenance of the stormwater drainage facilities included within the Blackwood Groves Subdivision.

Storm Water Facilities:

1. **Drainage swales** slope toward retention and detention ponds to collect storm water runoff and channel it to the retention or detention pond.
2. **Pipe Networks** convey storm water to different discharge locations underground.
3. **Storm Inlets** are points where storm water is collected to be routed through the pipe network.
4. **Storm Outlets** are points where storm water exits a pipe network.
5. **Retention Ponds** are storm water collection facilities that collect and temporarily store runoff and allow it to infiltrate and evaporate.

Post Construction Inspection:

1. Observe that drywells, stormwater inlets, retention ponds, and outlet structures are clear of any material or obstructions in the drainage slots. Inspect these structures to insure proper drainage following a storm event. Immediately identify and remove objects responsible for clogging if not draining properly.

Semi-Annual Inspection:

1. Check retention facilities three days following a storm event exceeding $\frac{1}{4}$ inch of precipitation. Failure for water to percolate within this period indicates clogging or poor-draining soils. Clear clogs and replace poor-draining soils with well-draining gravelly soils.
2. Check for grass clippings, litter, and debris in drainage swales, storm inlets, storm pipe networks, storm outlets, dry wells, culverts and retention ponds. Flush and/or vacuum drywells or storm water pipes if excessive material is observed in the facilities.

Standard Maintenance:

1. Remove sediment and oil/grease from retention facilities.
2. Inspect and remove debris from drainage swales, catch basins, dry wells, and retention ponds. Use a vacuum truck to clean catch basins and dry wells.
3. Monitor health of vegetation and revegetate as necessary to maintain full vegetative cover.
4. Inspect for the following issues: differential accumulation of sediment, drain time, signs of petroleum hydrocarbon contamination (odors, oil sheen in pond water), standing water, trash and debris.

Sediment accumulation:

In most cases, sediment from a retention pond does not contain toxins at levels posing a hazardous concern. However, sediments should be tested for toxicants in compliance with current disposal requirements and if land uses in the drainage area include commercial or industrial zones, or if visual or olfactory indications of pollution are noticed. Sediments containing high levels of pollutants should be disposed of in accordance with applicable regulations and the potential sources of contamination should be investigated and contamination practices terminated.

Equipment Type/Access:

Ponds will be cleaned using mini-excavators, backhoes, vacuum trucks or other equipment. Subdivision storm ponds are accessible from public right-of-way and are located within publicly accessible maintenance easements.

EXHIBIT C

**Blackwood Groves Owners Association
Assessments and Voting Interest**

<u>Block</u>	<u>Lot</u>	<u>Initial Minimum Assessments</u>	<u>Initial Voting Interest</u>	<u>Initial Assessment At Transfer</u>
Block 1	1	52	8.6800%	\$5,200
Block 2	1	1	0.1670%	\$500
Block 2	2	1	0.1670%	\$500
Block 2	3	1	0.1670%	\$500
Block 2	4	1	0.1670%	\$500
Block 2	5	1	0.1670%	\$500
Block 2	6	1	0.1670%	\$500
Block 3	1	1	0.1670%	\$500
Block 3	2	1	0.1670%	\$500
Block 3	3	1	0.1670%	\$500
Block 3	4	1	0.1670%	\$500
Block 3	5	1	0.1670%	\$500
Block 3	6	1	0.1670%	\$500
Block 4	1	1	0.1670%	\$500
Block 4	2	1	0.1670%	\$500
Block 4	3	1	0.1670%	\$500
Block 4	4	1	0.1670%	\$500
Block 4	5	1	0.1670%	\$500
Block 4	6	1	0.1670%	\$500
Block 5	1	1	0.1670%	\$500
Block 5	2	1	0.1670%	\$500
Block 5	3	1	0.1670%	\$500
Block 5	4	1	0.1670%	\$500
Block 5	5	1	0.1670%	\$500
Block 5	6	1	0.1670%	\$500
Block 6	1	1	0.1670%	\$500
Block 6	2	1	0.1670%	\$500
Block 6	3	1	0.1670%	\$500
Block 6	4	1	0.1670%	\$500
Block 6	5	1	0.1670%	\$500
Block 6	6	1	0.1670%	\$500
Block 6	7	1	0.1670%	\$500
Block 6	8	1	0.1670%	\$500
Block 6	9	1	0.1670%	\$500
Block 6	10	1	0.1670%	\$500
Block 6	11	1	0.1670%	\$500
Block 6	12	1	0.1670%	\$500
Block 7	1	1	0.1670%	\$500
Block 7	2	1	0.1670%	\$500
Block 7	3	1	0.1670%	\$500
Block 7	4	1	0.1670%	\$500
Block 7	5	1	0.1670%	\$500
Block 7	6	1	0.1670%	\$500
Block 7	7	1	0.1670%	\$500
Block 7	8	1	0.1670%	\$500
Block 7	9	1	0.1670%	\$500
Block 7	10	1	0.1670%	\$500

<u>Block</u>	<u>Lot</u>	<u>Initial Minimum Assessments</u>	<u>Initial Voting Interest</u>	<u>Initial Assessment At Transfer</u>
Block 7	11	1	0.1670%	\$500
Block 7	12	1	0.1670%	\$500
Block 8	1	1	0.1670%	\$500
Block 8	2	1	0.1670%	\$500
Block 8	3	1	0.1670%	\$500
Block 8	4	1	0.1670%	\$500
Block 8	5	1	0.1670%	\$500
Block 8	6	1	0.1670%	\$500
Block 8	7	1	0.1670%	\$500
Block 8	8	1	0.1670%	\$500
Block 8	9	1	0.1670%	\$500
Block 8	10	1	0.1670%	\$500
Block 8	11	1	0.1670%	\$500
Block 8	12	1	0.1670%	\$500
Block 8	13	1	0.1670%	\$500
Block 8	14	1	0.1670%	\$500
Block 8	15	1	0.1670%	\$500
Block 8	16	1	0.1670%	\$500
Block 8	17	1	0.1670%	\$500
Block 8	18	1	0.1670%	\$500
Block 8	19	1	0.1670%	\$500
Block 8	20	1	0.1670%	\$500
Block 9	1	10	1.6680%	\$1,000
Block 9	2	5	0.8350%	\$1,000
Block 9	3	1	0.1670%	\$500
Block 9	4	1	0.1670%	\$500
Block 9	5	1	0.1670%	\$500
Block 9	6	1	0.1670%	\$500
Block 9	7	1	0.1670%	\$500
Block 9	8	1	0.1670%	\$500
Block 9	9	1	0.1670%	\$500
Block 9	10	1	0.1670%	\$500
Block 9	11	1	0.1670%	\$500
Block 9	12	1	0.1670%	\$500
Block 9	13	1	0.1670%	\$500
Block 9	14	1	0.1670%	\$500
Block 9	15	1	0.1670%	\$500
Block 9	16	1	0.1670%	\$500
Block 9	17	1	0.1670%	\$500
Block 9	18	1	0.1670%	\$500
Block 9	19	1	0.1670%	\$500
Block 9	20	1	0.1670%	\$500
Block 9	21	1	0.1670%	\$500
Block 10	1	8	1.3360%	\$1,000
Block 10	2	8	1.3360%	\$1,000
Block 11	1	8	1.3360%	\$1,000
Block 11	2	8	1.3360%	\$1,000
Block 12	1	27	4.5070%	\$2,700
Block 13	1	50	8.3460%	\$5,000
Block 14	1	37	6.1770%	\$3,700
Block 15	1	35	5.8420%	\$3,500
Block 16	1	-	0.0000%	\$1,000
Block 17	1	30	5.0070%	\$3,000

<u>Block</u>	<u>Lot</u>	<u>Initial Minimum Assessments</u>	<u>Initial Voting Interest</u>	<u>Initial Assessment At Transfer</u>
Block 18	1	30	5.0070%	\$3,000
Block 19	1	4	0.6670%	\$1,000
Block 19	2	4	0.6670%	\$1,000
Block 19	3	6	1.0010%	\$1,000
Block 19	4	5	0.8340%	\$1,000
Block 19	5	1	0.1670%	\$500
Block 19	6	1	0.1670%	\$500
Block 19	7	1	0.1670%	\$500
Block 19	8	1	0.1670%	\$500
Block 19	9	1	0.1670%	\$500
Block 19	10	1	0.1670%	\$500
Block 19	11	1	0.1670%	\$500
Block 19	12	1	0.1670%	\$500
Block 19	13	1	0.1670%	\$500
Block 19	14	1	0.1670%	\$500
Block 19	15	1	0.1670%	\$500
Block 19	16	1	0.1670%	\$500
Block 20	1	7	1.1690%	\$1,000
Block 20	2	1	0.1670%	\$500
Block 20	3	1	0.1670%	\$500
Block 20	4	1	0.1670%	\$500
Block 20	5	1	0.1670%	\$500
Block 20	6	1	0.1670%	\$500
Block 20	7	1	0.1670%	\$500
Block 20	8	1	0.1670%	\$500
Block 21	1	1	0.1670%	\$500
Block 21	2	1	0.1670%	\$500
Block 21	3	1	0.1670%	\$500
Block 21	4	1	0.1670%	\$500
Block 21	5	1	0.1670%	\$500
Block 21	6	1	0.1670%	\$500
Block 21	7	1	0.1670%	\$500
Block 21	8	1	0.1670%	\$500
Block 21	9	1	0.1670%	\$500
Block 21	10	1	0.1670%	\$500
Block 21	11	1	0.1670%	\$500
Block 21	12	1	0.1670%	\$500
Block 21	13	1	0.1670%	\$500
Block 21	14	1	0.1670%	\$500
Block 21	15	1	0.1670%	\$500
Block 21	16	1	0.1670%	\$500
Block 21	17	1	0.1670%	\$500
Block 21	18	1	0.1670%	\$500
Block 21	19	1	0.1670%	\$500
Block 21	20	1	0.1670%	\$500
Block 21	21	1	0.1670%	\$500
Block 21	22	1	0.1670%	\$500
Block 21	23	1	0.1670%	\$500
Block 21	24	1	0.1670%	\$500
Block 22	1	7	1.1690%	\$1,000
Block 22	2	1	0.1670%	\$500
Block 22	3	1	0.1670%	\$500
Block 22	4	1	0.1670%	\$500

<u>Block</u>	<u>Lot</u>	<u>Initial Minimum Assessments</u>	<u>Initial Voting Interest</u>	<u>Initial Assessment At Transfer</u>
Block 22	5	1	0.1670%	\$500
Block 22	6	1	0.1670%	\$500
Block 22	7	1	0.1670%	\$500
Block 22	8	1	0.1670%	\$500
Block 23	1	1	0.1670%	\$500
Block 23	2	1	0.1670%	\$500
Block 23	3	1	0.1670%	\$500
Block 23	4	1	0.1670%	\$500
Block 23	5	1	0.1670%	\$500
Block 23	6	1	0.1670%	\$500
Block 23	7	1	0.1670%	\$500
Block 23	8	1	0.1670%	\$500
Block 23	9	1	0.1670%	\$500
Block 23	10	1	0.1670%	\$500
Block 23	11	1	0.1670%	\$500
Block 23	12	1	0.1670%	\$500
Block 23	13	1	0.1670%	\$500
Block 23	14	1	0.1670%	\$500
Block 24	1	60	10.0160%	\$6,000
Block 25	1	17	2.8370%	\$1,700
Block 26	1	1	0.1670%	\$500
Block 26	2	1	0.1670%	\$500
Block 26	3	1	0.1670%	\$500
Block 26	4	1	0.1670%	\$500
Block 26	5	1	0.1670%	\$500
Block 26	6	1	0.1670%	\$500
Block 26	7	1	0.1670%	\$500
Block 26	8	1	0.1670%	\$500
Block 26	9	1	0.1670%	\$500
Block 26	10	1	0.1670%	\$500
Block 26	11	1	0.1670%	\$500
Block 26	12	1	0.1670%	\$500
Block 26	13	1	0.1670%	\$500
Block 26	14	1	0.1670%	\$500
Block 27	1	1	0.1670%	\$500
Block 27	2	1	0.1670%	\$500
Block 27	3	1	0.1670%	\$500
Block 27	4	1	0.1670%	\$500
Block 27	5	1	0.1670%	\$500
Block 27	6	1	0.1670%	\$500
Block 27	7	1	0.1670%	\$500
Block 27	8	1	0.1670%	\$500
Block 27	9	1	0.1670%	\$500
Block 27	10	1	0.1670%	\$500
Block 28	1	1	0.1670%	\$500
Block 28	2	1	0.1670%	\$500
Block 28	3	1	0.1670%	\$500
Block 28	4	1	0.1670%	\$500
Block 28	5	1	0.1670%	\$500
Block 28	6	1	0.1670%	\$500