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Tyler R. Gernant, Missoula County Clerk & Recorder



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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
COWBOY FLATS**

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This Declaration is made this 21<sup>st</sup> day of May, 2018, by DORE LANE LLC a Montana limited liability company, of 729 We Central Ave, Missoula, MT 59801 (Declarant) and provides as follows:

RECITALS

1. Declarant is the owner of certain real property located in Missoula County, Montana, which is described as follows:

A tract, piece or parcel of land situated in the S1/2SW1/4 of Section 32, Township 13 North, Range 19 West, Principal Meridian Montana, more particularly described as follows:  
Beginning at a point that is 979.2 feet West and 370.1 feet North of the South 1/4 corner of Section 32, Township 13 North, Range 19 West, thence West a distance of 660.0 feet, thence North a distance of 330.00 feet, thence East a distance of 660.00 feet, thence South a distance of 330.00 feet to the place of beginning.

Recording Reference in Book 365 at Page 798 Micro Records

2. Declarant, its successors and assigns, intend to cause to be constructed upon the Lots which constitute the Real Property described in Section 1 of these Recitals thirty-two (32) single

family homes with each building located on a separate lot.

3. Declarant wishes to place restrictions, covenants and conditions upon Real Property described in Section 1 of these Recitals for the use and benefit of the property, its future Owners and the Declarant.

#### DECLARATION

NOW THEREFORE, Declarant declares that all the Real Property described above shall be held, sold, and conveyed subject to the following restrictions, covenants, conditions, and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Real Property.

1. **Definitions.** For the purposes of this Declaration, the following definitions shall apply.
  - a. **Association.** "Association" shall mean -Cowboy Flats Homeowners Association, Inc., to be incorporated by the Declarant as a Montana non-profit corporation, its successors or assigns.
  - b. **Board of Directors.** "Board of Directors" shall mean the Board of Directors of the Association, duly elected pursuant to the Bylaws of the Association.
  - c. **Bylaws.** "Bylaws" shall mean the Bylaws adopted by the Association as amended from time to time.
  - d. **Declarant.** "Declarant" shall mean DORE LANE LLC, a Montana limited liability company.
  - e. **Declaration.** "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Cowboy Flats, as may be amended from time to time.
  - f. **Lot.** "Lot" shall mean any of the lots as depicted upon the recorded subdivision plat of the Real Property or as will be shown upon the recorded subdivision plat of future phases of the Real Property with the exception of streets and open areas dedicated to the public.
  - g. **Owner.** "Owner" shall mean the record owner of a fee, or undivided fee, whether one or more persons or entities, of any Lot, including buyers under a contract for deed, but excluding any person or entity who has sold or is selling any Lot under a contract for deed and those having an interest merely as security for the performance of an obligation.
  - h. **Real Property.** "Real Property" shall mean the Real Property as described in Section 1 of the Recitals.
  - i. **Home.** "Home" shall mean a single-family dwelling unit constructed on a separate Lot.

2. **Association.**

a. Organization of Association. The Declarant, before the sale of any Lots, shall incorporate the Association in the State of Montana. The Association shall be incorporated for the purposes of exercising the powers as described in this Declaration and those otherwise reasonable or necessary to carry out the functions of a homeowners association, including but not limited to the responsibility for maintaining, administering and enforcing the covenants, easements, conditions and restrictions set forth in this Declaration.

b. Membership & Voting Rights,

i. Membership, Every person or entity who is an Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Lot. Ownership of a Lot shall be the sole qualification for membership.

ii. Consent to Membership. Acceptance of a deed, notice of purchaser's interest or other documentation evidencing an ownership interest in a Lot shall be deemed to be consent of that Lot's Owner to membership in the Association. The recording of a deed or other document evidencing an ownership interest shall be prima facie evidence of acceptance of that document by the receiver of the interest transferred.

iii. Voting Rights. The Association shall have one class of voting membership. Other than as provided in this Declaration, members shall be entitled to one vote for each Lot owned, provided that while the Declarant owns one or more Lots, the Declarant shall be entitled to forty (40) votes per each Lot it owns. When more than one person holds an interest in a Lot, the vote for such Lot shall be exercised as its co-owners determine, but in no event shall more than one vote be cast with respect to any Lot.

3. Obligations and Authority of Association. The Association shall carry out the obligations as established by and may exercise such authority as granted by this Declaration, including but not limited to the obligations and authority described below. Provided, nothing herein shall prevent the Declarant or the Association from contracting with a private party or entity to perform any of the duties or obligations identified herein; provided further that such contract shall be in writing, and shall not otherwise relieve the Declarant or Association from its obligations or duties to Owners. The Association's entry onto any Lot to carry out its obligations under this Declaration shall not be deemed a trespass, provided the Association may not enter into the interior of a home without first giving its Owner twenty-four hours prior notice of such entry, except in the case of an emergency, in which case prior notice shall not be required.

a. Maintenance of Home Exteriors. The Association is responsible for the regular maintenance, repair and replacement of the exteriors of the Homes located on each Lot. Such exterior maintenance, repair and replacement shall include the maintenance of the siding, trim, windows, roof, and exterior lighting, so as to present an attractive,

well kept appearance of the Home exteriors, including but not necessarily limited to regular painting, staining, and replacement of broken glass or fixtures. However, each Owner shall be responsible for regular cleaning of the interior of windows in their respective Home, and of the replacement of light bulbs used in the exterior lighting for their dwelling.

- b. Maintenance of Yard Areas. The Association is responsible for the maintenance, repair and replacement of the landscaping and lawns located in the yard areas of each Lot. Such maintenance, repair and replacement shall include planting, watering, fertilizing, weeding, mowing, trimming of the lawn and all trees, shrubs, and plants so as to present an attractive, well kept appearance of the yard areas. No Owner shall cause to be planted or removed, damaged or impaired any plant life in the yard area of his or her Lot or any other Lot. However, Owners shall be permitted, with prior Architectural Control Committee approval as provided for herein, to plant and maintain free standing (i.e., not attached to a Home's exterior) planter boxes and pots at the front entry to and on the deck or patio of such Owner's Home. Further, Owners shall be permitted to plant and maintain flower beds in the areas immediately adjacent (approximately ten feet) to the front entry to and the deck of such Owner's Home. Such landscaping shall have and continue a positive grade directing surface water away from the structure. All yard decorations and ornaments shall require the approval of the Architectural Control Committee as to the compatibility with the well kept appearance of the Real Property intended by the Declarant.
  
- c. Maintenance of Sidewalks, Driveways, Short Courts, Parking Areas and Boulevard. The Association is responsible for the maintenance, repair and replacement of the sidewalks, driveways, short courts, parking areas and roads located on and adjoining on each Lot. Such sidewalk, driveways, short courts, parking areas and road maintenance, repair and replacement shall include cleaning and regular snow removal, so as to present an attractive, well kept appearance of the sidewalks, driveways and roads. The Association is further responsible for the installation of and maintenance of landscaping in the boulevard areas on 38th Street, including planting trees, weeding and irrigation.
  
- d. Short Court Maintenance. The purchaser and/or owner of the lot or parcel understands and agrees that private road construction, maintenance and snow removal for the short court roads are the obligation of the owner or property owners' association and that the City of Missoula is in no way obligated to perform such maintenance or upkeep until the roads are brought up to standards and accepted by the City of Missoula for maintenance.
  
- e. Limitations on Association's Obligation.
  - i. Ordinary Care. The Association in carrying out its obligations as set out in this Section, shall use ordinary care, so as to keep the Real Properties in a reasonably safe condition and to warn Owners, and others whose presence upon the Real Property is foreseeable, of any hidden dangers. The Owners acknowledge and agree, for themselves, their families, guests and invitees, that

snow and ice may accumulate in winter months, or other natural and unavoidable risks may arise, which the Association may not be able to mitigate against.

As result, this Section does not obligate the Association to insure the Owners, their families, guests and invitees, against all possible harm or damage by such events,

- ii. **Personal Property.** The responsibility for maintenance, repair and replacement of any Owner's personal property located upon the exterior of a Home, or upon the yard area of such Owner's Lot, is that of the Owner of the Lot upon which the same is located and not the Association's.
  - iii. **Maintenance Occasioned through the Fault of an Owner.** In the event any maintenance, repairs or replacements are required as a result of any intentional or negligent act or omission of any Owner, his or her guests or invitees, such Owner shall be individually assessed for the costs of such maintenance, repairs and replacement.
  - iv. **Maintenance Other than Regular Maintenance.** The maintenance, repair and replacement to be provided by the Association, does not include maintenance, repair or replacement caused by events other than normal wear and tear. To the extent repairs or maintenance is required, arising from causes other than ordinary wear and tear or through the fault of another Owner, the Owner of the Lot requiring said repair or replacement is responsible for the cost and expense of the same.
- f. **Rules and Regulations.** The Association shall be authorized, either through its board or through the Architectural Control Committee, to establish such rules and regulations as it deems appropriate for the Real Property, including such rules and regulations as deemed appropriate by the Association to facilitate its maintenance obligations under this Declaration.

**4. Architectural Control Committee.**

- a. **Architectural Control.** The Association shall establish an Architectural Control Committee to serve the functions as described in this Section. Members of the Architectural Control Committee shall be appointed and serve as set forth in the Bylaws of the Association, except that the Declarant shall act as the Architectural Control Committee, until such time as it no longer owns one or more Lots subject to this Declaration, unless such control by Declarant is sooner transferred to the Association.
- b. **Architectural Control Committee Review.** The plans and specifications of all structures to be erected upon any Lot, including any modifications or alterations thereto, must first be approved by the Architectural Control Committee, after submission of those plans and specifications as required by the Architectural Control Committee. The Architectural Control Committee shall review all designs for structures and approve the

same before construction may commence. The Architectural Control Committee may require payment of fees, for application or review of proposed plans, review of complaints or protests alleging violation of these covenants as to matters within its jurisdiction. The fees as set by the Architectural Control Committee shall be in an amount sufficient to reasonably compensate the Architectural Control Committee for its administrative costs and expenses likely to be incurred in connection with its activities. The Architectural Control Committee may require payment of the fee in advance as a condition of making its review or determination. Unless waived in writing by the Architectural Control Committee, failure to pay any fee required for review or action shall be interpreted as the matter was not presented for review and no action of the Architectural Control Committee is required.

- c. Architectural Control Committee Approval. Approval or disapproval by the Architectural Control Committee shall be in writing. In the event the Architectural Control Committee fails to act within sixty days after the proposed plans and specifications of any structure are submitted, no specific approval shall be required for such structure and the Owner shall be deemed to have fully complied with all pertinent provisions of this Declaration.

**5. Assessments.**

- a. Creation of Assessments. Each Owner hereby covenants and agrees to pay to the Association assessments, all such assessments to be fixed, established and collected from time to time as hereinafter provided. Unless otherwise specified, any reference to assessments shall refer to all nature of assessments as provided for by this Declaration. All assessments, together with interest and costs of collection as herein provided, shall be a charge on the land and shall constitute a lien upon the Lot against which such assessment is made. Such lien shall be deemed perfected upon filing with the County Clerk and Recorder of Missoula County an account of the assessments due together with a correct description of the Lot to be charged with such lien. The lien shall continue in effect until all unpaid assessments, interest and costs of collection shall have been fully paid. (The priority of such lien shall be determined as of the time of filing with the Clerk and Recorder, and it shall be deemed subordinate to all previously recorded or filed interests, and subordinate to any purchase money security interest.) Each such assessment, together with interest and costs of collection as herein provided, shall also be the personal obligation of the Owner of such Lot at the time when such assessment became due. Delinquent personal obligations shall not pass to successors in title unless expressly assumed by them, but this shall in no way limit the effect of any lien created herein, which shall run with the land. The Association may establish rules and regulations concerning collection of assessments and other obligations and perfecting of liens.
- b. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of funding the duties and obligations of the Association, as described in this Declaration, along with the expense incurred in the administration and enforcement of this Declaration, the Articles of Incorporation and Bylaws of the Association.
- c. Uniform Rate of Assessment. All assessments, other than assessments levied against a

specific Lot, as provided in Section. 5(d)(v), must be fixed at a uniform rate for all Lots; Provided that it shall not be a violation of this requirement for rates for Homes to be assessed differently (e.g. to reflect different insurance requirements), and to reflect differing maintenance requirements.

d. Types of Assessments. The assessments levied by the Association shall be used to provide funds consistent with the purposes of the Association. The assessments may include, but shall not be limited to, the following:

- i. Regular Assessment. A regular assessment for administration of the Association, including, but not limited to maintenance costs, equipment, supplies, liability insurance, other insurances, other normal expenses and to provide funds for such other purposes as the Association may find necessary and consistent with its purposes, duties and obligations.
- ii. Special Assessments. The Association may levy special assessments for the purpose of defraying in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of any capital improvement, including the necessary fixtures and personal property related thereto, or for such other capital improvements as are determined necessary or desirable. However, no special assessment shall be levied which has not been approved by the affirmative vote of two-thirds of the votes of the Members who are voting in person or by proxy at a meeting duly called to consider such special assessment, No special assessment shall be established to cover a period in excess of five years.
- iii. Emergency Assessments. The Board of Directors is authorized to levy emergency assessments, which shall not exceed four times the amount of the annual, regular assessment. Emergency assessments shall be levied only to meet costs and expenses precipitated by an emergency causing damage or a change of condition that must be remedied promptly to insure a safe and adequate continuation of facilities or services.
- iv. Legal Reserve and Compliance Assessments. In addition to the assessments herein provided, the Board of Directors may levy an assessment for the purpose of establishing a legal reserve fund for legal fees and costs to enforce this Declaration. Nothing herein shall be interpreted to preclude the Board of Directors from utilizing other funds for compliance purposes.
- v. Lot Specific Assessment. In addition to the assessments herein provided, the Association, per the terms of this Declaration, may levy assessments (including charges or fines) attributable to one or more specific Lots. Such assessments shall be treated as assessments in all other regards, other than being specifically assessed against one or more specific Lots and becoming due in full upon notice to the Owner of the Lot against which assessed.
- vi. RSID/SID. The Individual Lot Owners, and not the Association, shall be responsible for the payment of all assessments levied by the City or County of

Missoula, or other appropriate governmental entity against Lots within Cowboy Flats.

- e. Payment of Assessments. The assessments provided for herein shall be computed on an annual basis, commencing on the 1st day of January of each year and terminating on the 31st day of December of the same year. The assessments for any year shall become due and payable in advance on either a monthly, quarterly or annual basis, as may be determined by the Association, acting through its Board of Directors. The Board of Directors shall fix the amount of the assessment against each Lot for each assessment period of at least thirty days in advance of the due date specified herein and shall at that time, prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.
- f. Effect of Non-Payment of Assessment. If the assessments are not paid by midnight on the date when due, then such assessment shall become delinquent. If the assessment remains unpaid for thirty days after such due date, the assessment shall bear interest from the due date at the maximum annual percentage rate permitted by law. The obligation of the then Owner to pay any assessment or interest shall not be affected by any conveyance or transfer of title to said Lot. The Association may bring an action at law against the Owner obligated to pay the same and/or to foreclose the assessment lien against his or her Lot, and there shall be added to the amount of such assessment the Association's costs of collecting the same for foreclosing the lien thereof, including reasonable attorneys' fees and costs of such action.
- g. Certificate of Payment. The Secretary of the Association shall upon demand at any time furnish, a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. In addition, the Secretary of the Association shall maintain a roster of the Lots and the assessments due thereon.
- h. Exempt Property. Any part of the Real Property dedicated to a public authority or agency and any Lots shall be exempt from the assessments created herein.

Declarant Owned Properties. Unimproved Lots owned by the Declarant shall be assessed at a rate of fifteen percent of the rate for a developed or improved Lot.

## **6. Easements**

- a. Maintenance Easement. The Association shall and does have a perpetual easement, and the same is hereby declared, created and granted, for maintenance, repair and replacement of Lots and the Homes located on Lots over, across and upon the other Lots, as reasonably needed for such maintenance, repair and replacement. The Association, its agents, employees and subcontractors, shall have full right to use such easements as necessary to carry out the Association's responsibility.
- b. Utilities, Ditch and Drainage Facilities. Easements for installation and maintenance of utilities,



ditch and drainage facilities are reserved as shown on the recorded plat, and shall include any road dedicated to the public, the private driveways, irrigation ditch and sump facilities. Additionally, Declarant hereby declares, creates and grants a blanket easement across the Real Property for Installation and maintenance of utilities, ditch, sump and drainage facilities to the Association and Owners subject to the Declarants or Association's prior consent to location and configuration. The Declarant and the Association retain the right to grant such additional easements for installation and maintenance of utilities, ditch, sump and drainage facilities as Declarant or Association deem necessary. No building of any kind shall be erected, placed, or permitted to remain on such easements and all Owners shall comply with the terms of an Agreement (Covenant Running with the Land) entered into between Declarant and the Missoula Irrigation District dated December 28, 2016 and recorded at Book 972, Page 973, records of the Missoula County Clerk and Recorder.

**7. General Restrictions and Covenants.**

- a. Alteration. No Owner shall make any change, modification, alteration or addition to the design, structure or color scheme of the dwelling's exterior without first obtaining the prior written consent of the Architectural Control Committee.
- b. Duty to Inspect Premises and to Notify of Defects. Each Owner shall have the duty to make reasonable inspections of the Home located upon his Lot from time to time, to determine if the same contain any obvious defects including improper drainage, In the event of discovery of such a defect, the Owner shall have the duty to give written notice of the defect to the Association and any other Owner affected by such defect.
- c. Residential Use. No Lot shall be used except for residential purposes. No store, office, business, commercial or manufacturing enterprise, hospital, sanitarium, theater, or other non-residential use of any kind, or anything of the nature thereof, shall be carried on or conducted on any Lot. Provided, an Owner or occupant of a Lot may engage in business activities of the nature of a home office, so long as such activities take place entirely within the Home located on the premises, so long as such use does not increase the flow of vehicular traffic on the Real Property, so long as such use does not result in noise, disturbance, or in any way negatively impact the residential nature of the Real Property, so long as such use does not change or conflict with the residential nature of the Real Property and so long as such use complies with City of Missoula home occupations standards and licensing requirements. Further provided, for a period of fifteen years from the date of this Declaration, the Declarant shall be permitted to maintain a sales office in either a model home or a specially constructed building, to be used to promote the development of the Real Property.
- d. Design and Materials. No building shall be erected, altered, placed, or permitted to remain on any Lot other than a Home, as is more specifically described in this Declaration. No Lot shall have more than one (1) Home located upon it, No Home shall be located on any Lot so as to be outside that Lots boundary line, All structures shall be constructed of new materials and must use a concrete foundation. However, suitable used materials such as used brick or beams may be utilized provided that advance approval has been obtained from the Architectural Control Committee as herein provided. In no event shall any Home contain less than 1,300 square feet of living area, unless the Architectural Control Committee in its sole

discretion determines that the Home is so unique in design and materials, that its monetary and aesthetic value conform with the monetary and aesthetic values of other structures on the Real Property, Living area is specifically defined for this Declaration to exclude garages, porches, decks and basements unless such basement is finished and fifteen percent of the wall space of such basement is daylight, All Homes shall bear a house number of such size and location as to be clearly visible from the street, and in compliance with any fire district or city authority regulation as to the size and visibility of such house number. (The preceding provision may not be changed or deleted without governing body approval.) In the event an Owner of two or more adjoining Lots chooses to erect a single family dwelling on such Lots, such single family dwelling shall conform with all requirements of this Declaration, including but not limited to Architectural Control Committee approval. All the obligations of the Association and Owners as to maintenance, repairs and replacements, as provided in Section 3, and to insurance shall apply to such single family dwelling occupying two Lots, The assessments for such Lots shall reflect the additional costs of the multiple Lot ownership, but shall not necessarily be double the assessment for a single Lot and shall be established by the Association.

- e. Grade of Lawn. All Homes shall be situated and have a finished lawn grade so as to have positive drainage away from the building and to produce slopes that generally conform with the existing land form.
- f. Fences. No fences are permitted on any of the Lots, except that upon approval of the Architectural Control Committee and upon obtaining any required permits and approval from the City of Missoula. Fences are prohibited in the Snow Storage Easements shown on the plat. A privacy screen may be installed on a rear deck or around a rear patio, to provide privacy for a hot tub there located, so long as such privacy screen is not any higher than six feet above the floor level of the deck or patio and is constructed of materials and colored so as to compliment with the rear decks. The Architectural Control Committee may approve appropriate fencing on Lots adjacent to the irrigation ditch on the north boundary of real property which fencing requires the approval of the Missoula Irrigation District. Such fencing shall be of either chain link, horizontal split rail, or other approved fencing that does not obstruct views. Such fencing shall not exceed six feet in height. Additional landscaping or fencing on the above Lots may be permitted by the Architectural Control Committee, which may require all affected Lot owners to be in agreement regarding such fencing or landscaping type, to assure uniformity. The Association shall maintain the perimeter fencing and/or landscaping, with individual Lot owners responsible for the expense of installation of additional fencing or landscaping on their lots. However, the Association shall be responsible for the maintenance of such additional fencing and/or landscaping, and may assess for such additional improvements as provided for in this Declaration.
- g. Outbuildings Prohibited. No outbuildings, of any size or configuration, shall be built upon, placed upon or permitted to remain on any Lot. An outbuilding shall be defined as any building other than a Home.
- h. Subdivision Prohibited. No Lot shall be further subdivided.
- i. Utilities. All utility lines shall be underground. The Owner of each Lot shall pay all utility

connecting costs.

- j. Boundary Control Monuments. The Declarant has caused survey monuments to be placed on the corners of each Lot, It shall be the responsibility of the Owner of each Lot to provide for immediate professional replacement of any survey monuments that are removed or become lost or obliterated from his Lot.
- k. Burning of Trash. There shall be no burning of yard refuse, leaves or trash.
- l. Animals and Pets. No animals or fowl, domestic or wild, except for a maximum of two dogs; or two cats; or one dog and one cat, shall reside on any Lot. Such permitted animals shall remain within the Home of their Owner, and shall be permitted outdoors, only when leashed and under the control of their owner, or enclosed in a fenced yard or kennel. Such animals or pets are not allowed to remain outdoors overnight. Other small domestic animals may be kept so long as such animals remain indoors at all times. All animals kept on any Lot shall be properly fed, watered, and sheltered from the elements in such a manner as shall be consistent with their good health. Each Owner or person responsible shall treat and care for such animals in a humane and merciful fashion, so that other persons in the area shall not be required to tolerate or condone inhumane treatment of the animals. Animal manure shall be immediately removed following its deposit upon the Real Property and properly disposed of, so as not to become obnoxious, offensive, or a nuisance to the Association in its maintenance efforts or to other Owners or occupants of the Real Property. All carcasses of dead animals shall be removed immediately. No animals so kept may be commercially bred and no commercial sales of any animals shall be permitted. Upon approval of the Architectural Control Committee a kennel may be installed in the rear yard of a Lot, so long as such kennel is not any higher than six feet above the floor level of the deck and is constructed of materials and colored so as to compliment with the rear decks or patios and Home exteriors.
- m. Vacation Rentals. Any leasing of a Home for increments of less than 30 days shall be considered a commercial use of the property inconsistent with the residential nature of the development of the Real Property and the requirements of Section 7 (c).
- n. Antennas. No exterior television or radio antennas, or satellite or microwave dishes larger than one meter in diameter shall be placed or permitted to remain on any Lot, and such antennas or dishes shall be subject to approval of the Architectural Control Committee as to their location and coloring.
- o. Vehicles and Parking. No on-street parking shall be permitted, other than in designated areas. No motor homes, trailers, trucks one-ton or greater in size, campers, boats, boat trailers, ATVs on or off trailers, snowmobiles on or off trailers, motorcycles, recreational vehicles or any other vehicles shall be parked or allowed to remain on any of the Lots or the adjoining roads, except as expressly permitted in this Section. Such vehicles shall at all times when on the Real Property be parked in the garage of the Owner of the vehicle. This provision is not intended to preclude street parking of construction, maintenance, delivery, moving, or other such service vehicles while they are being Utilized in connection with services for the property, nor to preclude street parking by the vehicles of short-term,

temporary guests of the Owner of a Lot. Vehicle parking restrictions provided by this Declaration will be strictly enforced. The Association is authorized to ticket and fine and/or tow vehicles in violation. Any such fines or towing costs shall be assessed against the Lot owned or occupied by the owner of such vehicle and be considered a Lot specific assessment. No motorized vehicles shall be operated off the roadways or the driveways, except for vehicles engaged in construction or maintenance on the Real Property.

- p. Signs. No advertising signs, billboards, or unsightly objects shall be erected, placed, or permitted to remain on any Lot. However, exceptions shall be allowed for one small sign identifying the contractor of a building while such building is under construction, one small "For Rent" or "For Sale" sign per Lot or temporary small signs advertising a garage sale. Such signs may not exceed 648 square inches. For a period of fifteen years from the date of this Declaration, the Declarant shall be permitted to place signs within the Real Property to promote its development, with no restrictions on such signage.
  
- q. Nuisances. No noxious, offensive or illegal activity shall be carried on or permitted upon any of the Real Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The premises shall not be used in any way or for any purpose which may endanger the health or safety of, or unreasonably disturb the residents of any Lot. Nor shall activities or any Lot take place which would be in violation of any applicable statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Real Property or any building situated thereon, shall be committed by the Owner or any invitee of any Owner, and each Owner agrees to indemnify and hold harmless the Association and the other Owners from and against all loss resulting from any such damage or waste caused by him or his invitees. An outdoor barbecue shall not be considered a nuisance. In addition, nothing shall be done within the Properties which might result in an increase in the premiums for insurance obtained for any portion of the Properties or which might cause cancellation of such insurance.
  
- r. Access and Roadways. Except for Declarant, no Owner shall use part of any Lot to provide access to any adjacent land. No roadway shall be used or constructed on any Lot except the driveways as shown on the plat for Cowboy Flats. No driveway may be constructed without the prior written authorization of the Architectural Control Committee being first obtained. All driveways shall be paved.
  
- s. Garbage. No Lot shall be used or maintained as a dumping ground, nor shall any rubbish, trash, garbage or other waste be allowed to accumulate except in sanitary containers which shall be emptied on at least a weekly basis by either the City of Missoula or a local garbage collection firm. This provision does not prohibit temporary storage of gravel, topsoil or building materials on Lots if such items are to be used in further construction. On garbage collection days, garbage containers may be placed in a location convenient for collection, and should generally not be set out the night before. All garbage shall be stored in containers provided by the municipal or local garbage collection firm, or shall otherwise comply with such firm's container standard. In any event, all garbage containers when placed for collection shall have tight fitting lids to preclude access by animals. Garbage containers shall otherwise be stored indoors. Compost piles are prohibited.

- t. Construction Liens. No labor performed or materials furnished with the consent or at the request of an Owner, his agent, contractor or subcontractor shall create any right to file a construction lien against the Properties of the Association or any other Owner, who does not request or consent to the same. Each contracting or consenting Owner shall indemnify, defend and hold harmless the Association and each of the other Owners from and against liability arising from the claim of any lien holder against the Home for labor performed or materials furnished at the request of the contracting or consenting Owner, At the written request of any Owner or of its own volition, the Association may enforce such Indemnity by collecting from the contracting or consenting Owner the amount necessary to discharge any such lien and all costs incidental thereto including attorney's fees and expenses, by levying a Lot specific assessment.
  
- u. Irrigation. Any water rights regarding the existing irrigation ditch adjacent to or crossing the property, and as shown on the Plat, are hereby reserved and granted to the Homeowners Association for the use and benefit of land and landowners within the plat who have a legal right to the water. The above reservation also includes any surface water rights that may exist in connection with the Property. Access to or disturbance of the ditches, or the water within the ditches, by the Owners is prohibited. Portions of said ditches may be placed underground, as located on the Plat. No landscaping shall be placed in a manner that might interfere with these irrigation ditches. All Owners are on notice that access rights in favor of the owner(s) of the irrigation rights for maintenance and repair of the irrigation ditches exist in conjunction with these features. Lots contained within the plat that are classified as irrigated land may be assessed for irrigation water delivery even though the water might not be deliverable to that particular Lot. The purchaser and/or owner of the lot or parcel understands that water rights to the irrigation ditch and/or on-site wells shall be held by the Homeowner's Association. Purchaser's and/or owners are hereby notified that land within Cowboy Flats Subdivision is classified as irrigated land and may continue to be assessed for irrigation water delivery even though the water may not be deliverable.
  
- v. Weeds. The real property is subject to the Revegetation Plan, attached hereto and incorporated as part of this Declaration, Owners and the Association shall comply with the Missoula County Noxious Weed Management Plan and the Montana County Weed Control Act. Declarant, the Association and all Owners are required to revegetate with beneficial species any areas of ground disturbance created by construction on or maintenance of these lots at the first appropriate opportunity after disturbance occurs, This provision and the Revegetation Plan may not be changed or amended without governing body approval.

## **8. Insurance.**

- a. Fire and Casualty Insurance. The Association shall obtain and maintain a policy or policies of fire and casualty insurance with glass coverage and an extended coverage endorsement for the full insurable replacement value of the Homes and the other Improvements to the Lots.

"Improvements" do not include, and the Association has no responsibility to insure personal property of the Owners, their families, guests or tenants, such as furniture,

appliances, window coverings, motor vehicles or other personal belongings and effects. The amount of any deductible shall be determined by the Board. This insurance shall be maintained for the benefit of the Association, the Owners, and their Lenders, as their interests may appear as named insured, subject, however, to any loss payment requirements set forth in this Declaration. If required by any Lender holding a first position lien who notifies the Association of its requirement, and if economically feasible and available, such policies shall contain an agreed amount endorsement, an inflation guard endorsement, and a construction code endorsement (demolition cost endorsement, a contingent liability from operation of building laws endorsement and an increased cost of construction endorsement).

- b. General Liability Insurance. The Association shall obtain and maintain a policy or policies insuring the Association, its officers, directors, agents and employees, the Declarant, the Owners, and the Owners' relatives, invitees, guests, employees, and their agents against any liability for bodily injury, death, and property damage arising from the activities of the Association, with respect that portion of any Lots to be maintained by the Association, per the terms of this Declaration. Limits of liability under such insurance shall not be less than one million dollars (\$1,000,000.00) covering all claims for death, personal injury, and property damage arising out of a single occurrence.
- c. Directors and Officers Liability Insurance. The Association shall obtain and maintain one or more policies of insurance which include coverage for Individual liability of officers and directors of the Association for negligent acts or omissions of those persons acting in their capacity as officers and directors. Limits of liability under this insurance shall be determined by the Board at its sole discretion.
- d. Workers' Compensation Insurance. In the event the Association employs any employees, the Association shall procure and maintain workers' compensation insurance on said employees, as is required by state law. In the event--the Association contracts with any independent contractors for the provision of services to the Association (including but not limited-to-the services of an independent contractor acting as manager), it shall require such independent contractor to maintain workers' compensation insurance coverage on all its employees or provide evidence of a legal exclusion from providing such coverage. The Association shall further require the independent contractor to furnish suitable evidence of such coverage or exclusion prior to commencing any works on behalf of the Association.
- e. Fidelity Bond Coverage. The Association may also purchase and maintain fidelity bond coverage which names the Association as an obligee, for any person or entity handling funds of the Association, whether or not such persons or entities are compensated for their services. If there is a management agent who handles Association funds, such agent shall also be covered by a fidelity bond, if so determined by the Association. If the Association chooses to obtain fidelity bond coverage, the bonds should be in such an amount as the Association deems reasonable and contain a provision that they may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.
- f. Other Association Insurance. The Association may purchase such other insurance the

Board considers necessary or advisable.

- g. Review of Insurance; Notice of Cancellation or Modification. The terms, limits, coverage and deductibles of insurance carried by the Association shall be reviewed at least annually by the Board and adjusted in its discretion. Such policies shall include a provision for at least ten (10) days prior written notice to the Association, and, if available, to each Lender holding a first position lien which is listed as a scheduled holder of a First Mortgage in the insurance policy, of any cancellation or substantial modification by any party.
- h. Qualifications of Insurance Carriers. The Association shall use generally acceptable insurance carriers, having no less than a AAA rating, from which to purchase and maintain the coverage required herein.
- i. Failure to Acquire Insurance. The Association, and its directors and officers, shall have no liability to any Owner or Lender if, after a good faith effort, it is unable to obtain any insurance required hereunder, because the insurance is no longer available or, if available, can be obtained only at a cost that the Board in its sole discretion determines is unreasonable under the circumstances, or the Members fail to approve any assessment increase needed to fund the insurance premiums. In such event, the Board immediately shall notify each Member and any Lender entitled to notice that the specific insurance will not be obtained or renewed. The Association, and its directors and officers, shall also have no liability to any Owner or Lender if it does not obtain any of the insurance referenced hereunder which is not required but may be obtained at the discretion of the Association. The Board may, in good faith in its sole discretion, determine that obtaining any of the discretionary insurance is unreasonable or unnecessary under the circumstances. In making a determination as to whether to acquire any such discretionary insurance, the Board may base its decision upon, among other things, a vote of the Owners.
- j. Trustee for Policies. The Association, acting through its Board, is appointed and shall be deemed trustee of the interests of all named insureds under all insurance policies purchased and maintained by the Association. All insurance proceeds under any of those policies shall be paid to the Board as trustee. The Board shall use the proceeds for the repair or replacement of the property for which the insurance was carried or for the purposes described in Section 9 herein. The Board also is authorized to negotiate loss settlements with the appropriate insurance carriers, to compromise and settle any claim or enforce any claim by any lawful action, and to execute loss claim forms and release forms in connection with such settlements.
- k. Insurance Premiums. Insurance premiums for any insurance coverage obtained by the Association shall be included in the regular or special assessments and shall be deemed common expenses. That portion of the assessments necessary for the required insurance premiums shall be used solely for the payment of the premiums when due.
- l. Insurance Policy Deductibles. As provided above, the Board of Directors shall have the power, in its sole discretion, to determine the amount of any deductible applicable to any insurance policy carried by the Association. In the event of a loss for which Association insurance coverage is used, the responsibility for payment of any deductible shall be as

follows:

If the damage or loss occurs to the Home or improvement, owned by one or more of the Owners, such Owners of the damaged Home or improvement shall be responsible for the cost of any deductible in proportion among the affected Owners calculated on the basis of the ratio of each Owner's cost of repair to the total costs of repair. Such portions shall be considered a Lot Specific Assessment to the affected Owners and their Lots.

If the damage or loss occurs to an improvement or property owned by the Association or for which the Association is responsible, the Association shall be responsible for the cost of any deductible, which shall be share equally among the Owners as part of the annual assessments.

The foregoing notwithstanding, if the damage or loss is caused by the negligence or misconduct of any Owner, or family member, resident, guest, tenant, employee, pet or invitee of an Owner, the responsible party shall be liable for the cost of the deductible, which shall be considered a Lot Specific Assessment against such Owner's Lot.

- m. Insurance Disclosures. The Association shall disclose such information regarding insurance coverage as and when required by any applicable statute or law. Failure to disclose such information shall not impose any liability upon the Association or Board other than that provided for in such statute or law.
- n. Individual Property Insurance. Except as provided in this section, no Owner can separately insure his or her Home or any part of it, against loss by fire or other casualty covered by the Association's blanket insurance carried under Section 9(a). If any Owner violates this provision, any diminution in insurance proceeds otherwise payable pursuant to the provisions of this Section that results from the existence of such other insurance will be chargeable to the Owner who acquired such other insurance, and the Owner will be liable to the Association to the extent of any diminution, which shall be considered a Lot Specific Assessment against such Owner's Lot. An Owner may and is encouraged to insure his or her personal property against loss. All such insurance that is individually carried must contain a waiver of subrogation rights by the carrier as to other Owners, the Association, and any Lender holding a first position lien on such Owner's Lot.
- o. Individual Liability Insurance. The Association is not responsible for acquiring or maintaining liability insurance for the protection of the Owners for their personal acts or omissions or for events occurring within their respective Homes. An Owner may carry whatever personal liability and property damage liability insurance with respect to himself or herself, his or her Home that he or she desires. However, any such policy shall include a waiver of subrogation clause acceptable by the Board and to any Lender holding a first position lien on such Owner's Lot.

## **9. Damage or Destruction.**

- a. Duty to Restore. Any portion of the Real Properties or its improvements that are damaged or destroyed must be repaired or replaced promptly by the Association, unless repair or



replacement would be illegal under a state statute or municipal ordinance or ninety percent (90%) of Owners, including each Owner of a Home that will not be rebuilt and the Owner of the Home adjoining the Home that will not be rebuilt, vote not to rebuild. Any insurance proceeds attributable to a Home or Improvements that are not rebuilt must be distributed to the Owner of that Home or improvement, or to lien holders, as their interests may appear.

- b. Cost of Repair. Any cost of repair or replacement in excess of any insurance proceeds shall be allocated in the same fashion as the responsibility for deductible is allocated, pursuant to Section 9(1), which shall be considered a Lot Specific Assessment against such Owners' Lots.
- c. Repair Plans. The Real Properties or its improvements must be repaired and restored in accordance with either (a) the original plans and specifications, updated as required to reflect applicable building codes, or (b) other plans and specifications which have been approved in writing by the Board, a majority of Owners including each Owner of a Home that will be rebuilt and the Owner of the Home adjoining the Home that will be rebuilt, and at least fifty-one percent (51%) Eligible Lenders holding Mortgages on Homes subject to the repair.
- d. Insurance Proceeds. The Association, acting through its Board as trustee, as provided in Section 9(j) above, shall hold any insurance proceeds in trust for the Association, Owners and lien holders as their interests may appear. Subject to the provisions of this Declaration, the proceeds shall be disbursed first for the repair or restoration of the damaged property. The Association, Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus after the Home and improvements has been completely repaired or restored, or unless the Home or improvements are not rebuilt.
- e. Disbursements to Owners and Lenders. Any insurance proceeds distributed to Owners and Lenders shall be distributed proportionately according to the fair market values of the Homes at the time of the destruction as determined by an independent appraisal. That appraisal shall be performed by an independent appraiser who shall be selected by the Board and who shall be a member of, and apply the standards of, a nationally recognized appraiser organization.
- f. Certificates By Board. The trustee, if any, may rely on the following certifications in writing made by the Board:
  - i. Whether or not damaged or destroyed property is to be repaired or restored.
  - ii. The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are ix) be paid.
- g. Certificates by Attorneys or Title Insurance Companies. If payments are to be made to Owners or Lenders, then the Board and the trustee, if any, shall obtain and may rely on a title insurance company's or attorney's title certificate or a title insurance policy based on a search of the Official Records of the Missoula County Recorder, stating the names of the

Owners and the Lenders.

**10. General Provisions.**

- a. Duration. The covenants, conditions, charges and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of each Owner and subsequent Owner, and be enforceable by any Owner, the Association, the Declarant or the Owners as part of the Association, their respective legal representatives, heirs, successors, or assigns, in perpetuity.
- b. Enforcement. Any Owner, the Association, the Declarant or the Owners as part of the Association shall have the option and right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. The method of enforcement may include legal action seeking an injunction to prohibit any violation, to recover damages, or both. Failure by any Owner, the Association, the Declarant or the Owners as part of the Association, to enforce any such provisions shall in no event be deemed a waiver of the right to do so thereafter.
- c. Attorney's Fees. Should any lawsuit or other legal proceeding be instituted against an Owner, who is alleged to have violated one or more of the provisions of this Declaration, the prevailing party in such proceeding shall be entitled to reimbursement for the costs of such proceeding, including reasonable attorney's fees.
- d. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
- e. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Real Property. Each remedy provided for herein is cumulative and not exclusive. This Declaration shall be construed and governed under the laws of the State of Montana.
- f. Amendment. The Declarant reserves the sole right to amend, modify, make additions to or deletions from this Declaration that it alone deems appropriate, for so long as Declarant owns two or more of the Lots subject to this Declaration. After that time the right to amend shall pass to the Owners, who upon the written consent of two-thirds of the Owners may amend, modify, make additions to or deletions from this Declaration. No such modification or amendment shall be effective until a written instrument evidencing such modification or amendment, together with the necessary consents are executed and recorded upon the records of the Missoula County Clerk and Recorder. The following protective covenants shall not be amended or deleted without prior written approval from the governing body: Special Improvement District, Short Court (Private Road) Maintenance, No Parking – Fire Lane on Short Courts, Grading of Lots To Protect Homes From Irrigation Ditch Overflow, Radon, Revegetation Plan, Weed Management Plan, Fences Prohibited in Snow Storage Areas, Address Signage for Fire/Emergency Access, and No Access Strip Adjacent to 38th Street.

- g. Trust Deed and Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any deed of trust or mortgagee under any mortgage covering a Lot, made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of or such deed of trust or mortgage, such Lot shall remain subject to this Declaration, as amended.
- h. Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph.
- i. Liability of Declarant. The Declarant shall have no liability for any of its actions or failures to act, or for any action or failure to act of any Owner or of the Association.
- j. Construction Standards. Buildings must meet all applicable building codes including, but not limited to, building codes adopted by the City of Missoula such as the International Residential Code and the International Building Code. Builders should consider the use of energy efficient building techniques such as building orientation to the sun, appropriately sized eaves, wind breaks, extra insulation, passive solar lighting, solar heating, and ground source heat pumps for heating/cooling. Additionally, -Missoula City-County Air Pollution Control Program regulations prohibit the installation of wood burning stoves or fireplaces. Pellet stoves that meet emission requirements or natural gas or propane fireplaces may be installed. Pellet stoves require an installation permit from the Health Department. All new driveways must be paved 20 feet back from the edge of pavement or the right-of-way boundary, whichever is longer. These provisions may not be changed or deleted without governing body approval.
- k. Radon Mitigation. The Environmental Protection Agency has designated the Missoula County area as having a high radon potential (Zone 1). All residences should incorporate radon resistance construction features. This provision may not be changed or deleted without governing body approval.
- l. Special Improvement District. Acceptance of a deed for a lot within this subdivision shall constitute the assent of the owners to any future SID, based on benefit, for the future improvements and maintenance of 38th Street and Dore Lane, including but not limited to paving, curbs and gutters, non-motorized facilities, street widening and drainage facilities, and may be used in lieu of their signatures on an SID petition.

#### **11. Annexation of Additional Property.**

- a. By Declarant. Declarant, at Declarant's sole discretion, may deem it desirable to annex additional real property or Phases to the Real Property covered by this Declaration.

Additional real property may be annexed to the Property and brought within the provisions of this Declaration as provided herein by Declarant, its successors or assigns, at any time, and from time to time, without the approval of any Owner or the Association. This right shall also include bringing in additional properties to the provision of services by existing water and sewer systems, even though management of such systems may have been transferred to the Association. The use and development of such additional real property shall conform to all applicable land use regulations, as such regulations are modified by variances.

- b. By the Association. In addition to the provisions concerning annexations by Declarant specified in Section 1 above, additional real property may be annexed to the Real Property, subject to the same conditions by the Association upon the exercise by Members of at least seventy five percent (75%) of the votes of the Association.
- c. Rights and Obligations of Owners of Annexed Property. Subject to the provisions hereof, upon recording of a Supplemental Declaration as to any additional real property, all provisions contained in this Declaration shall, to the extent practicable and allowed by law, apply to the additional real property in the same manner as if it were originally covered by this Declaration.
- d. Method of Annexation. The addition of additional real property to the Property authorized above shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the annexed property which shall be executed by Declarant or the Owner thereof and which shall annex such property to the Property.

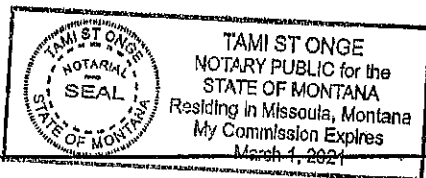
IN WITNESS WHEREOF, the Declarant has executed the foregoing Declaration on the day and year first above written,

DÖRE LANE LLC  
a Montana limited liability Company

By: Gene Mostad  
Gene Mostad, Member

STATE OF MONTANA )  
  :SS  
County of Missoula )

This instrument was acknowledged before on the 21<sup>st</sup> day of May, 2018, by Gene Mostad as Member of Dore Lane LLC, a Montana limited liability company.



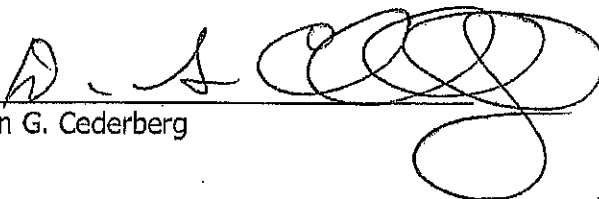
Tami St Onge  
Name: Tami St Onge

**ATTORNEY'S CERTIFICATE**

COMES NOW, Dan G. Cederberg, who after being duly sworn, upon his oath deposes and states as follows:


1. That I am an attorney licensed to practice in the State of Montana and give this affidavit in compliance with Missoula's Subdivision Regulations,
2. That I have participated in the preparation of the Declaration of Covenants, Conditions and Restrictions for Cowboy Flats, and in connection therewith, am thoroughly familiar with the content of the proposed document.
3. That to the best of my knowledge the proposed Declaration of Covenants, Conditions and Restrictions for Cowboy Flats complies with the applicable provisions required by the Regulations of the City of Missoula and satisfy the provisions for plat approval as set forth in the Missoula City Council recommendations for said plat.
4. To the best of my knowledge, no provision contained within the proposed covenants conflicts with any provisions upon which the plat approval was conditioned.

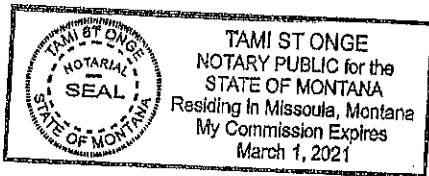
Dated this 21<sup>st</sup> day of May, 2018.

  
\_\_\_\_\_  
Dan G. Cederberg

STATE OF MONTANA )  
                                  :SS  
County of Missoula )

ACKNOWLEDGED before me by Dan G. Cederberg this 21<sup>st</sup> day of May 2018.

  
\_\_\_\_\_  
Name: Tami St Onge



Return to:  
Cederberg Law Offices, PC  
P.O. Box 8234  
Missoula, MT 59808

**FIRST AMENDMENT TO COWBOY FLATS DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration is made this 19th day of June, 2018, by Dore Lane LLC, hereinafter referred to as "Declarant," which is the owner in fee simple of real property located in the City of Missoula, Missoula County, Montana, more particularly described as Cowboy Flats, together with all streets as are all illustrated on the plat(s) of Cowboy Flats.

**RECITALS:**

WHEREAS, the Declarant caused to be recorded the Cowboy Flats Declaration of Covenants, Conditions and Restrictions on May 21, 2018 as Document #201808058 in Book 996 at Page 1274 of the records of the Missoula County Clerk and Recorder, Missoula County, Montana.

WHEREAS, the Declarant is the owner of all of the lots of the property subject to the Declaration.

WHEREAS, the Declarant desires to amend the Cowboy Flats Declaration of Covenants, Conditions and Restrictions as set out below.

NOW THEREFORE, the Declarant hereby makes, declares and imposes the following amendment to the Cowboy Flats Declaration of Covenants, Conditions and Restrictions.

The last paragraph of Section 5 of the Cowboy Flats Declaration of Covenants, Conditions and Restrictions is reformatted to read as follows:

- i. Declarant Owned Properties. Unimproved Lots owned by the Declarant shall be assessed at a rate of fifteen percent of the rate for a developed or improved Lot.

Section 7.v. of the Cowboy Flats Declaration of Covenants, Conditions and Restriction is deleted in its entirety and a new Section 7.v. is substituted to read as follows:

Weed Management Plan. The real property is subject to the Weed Management Plan, attached hereto and incorporated as part of this Declaration, Owners and the Association shall comply with the Missoula County Weed Management Plan and the Montana County Weed Control Act. Declarant, the Association and all Owners are required to revegetate with beneficial species any areas of ground disturbance created by construction on or maintenance of these lots at the first appropriate opportunity after disturbance occurs. This provision and the Weed Management Plan may not be changed or amended without

governing body approval.

Section 10.e of the Cowboy Flats Declaration of Covenants, Conditions and Restrictions is deleted in its entirety and a new reformatted Section 10.e. is substituted to read as follows:

Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Real Property. Each remedy provided for herein is cumulative and not exclusive. This Declaration shall be construed and governed under the laws of the State of Montana.

The Cowboy Flats Declaration of Covenants, Conditions and Restrictions are not altered or amended in any fashion except as expressly set out above.

IN WITNESS WHEREOF, the Declarant has executed the foregoing Declaration on the year and date first above written.

DORE LANE LLC, a Montana limited liability company

By \_\_\_\_\_  
Gene Mostad, Member

STATE OF MONTANA     )  
  : ss.  
County of Missoula     )

This instrument was acknowledged before me on the \_\_\_\_\_ day of June, 2018, by Gene Mostad, in his capacity as a Member of Dore Lane LLC.

\_\_\_\_\_  
Name: \_\_\_\_\_

(Seal)

Return to:  
Cederberg Law Offices, PC  
P.O. Box 8234  
Missoula, MT 59808

201914888 B:1018 P:23 Pages:2 Fee:\$14.00  
09/05/2019 01:12:05 PM Covenants  
Tyler R. Gernant, Missoula County Clerk & Recorder



**SECOND AMENDMENT TO COWBOY FLATS DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration is made this 4<sup>th</sup> day of September, 2019, by Dore Lane LLC, hereinafter referred to as "Declarant," and states and declares as follows:

**RECITALS:**

WHEREAS, the Declarant caused to be recorded the Cowboy Flats Declaration of Covenants, Conditions and Restrictions on May 21, 2018 as Document #201808058 in Book 996 at Page 1274 of the records of the Missoula County Clerk and Recorder, Missoula County, Montana, hereinafter referred to as "Declaration".

WHEREAS, the Declarant owns two or more of the Lots subject to the Declaration.

WHEREAS, Section 10.f. of the Declaration reserves unto the Declarant the sole right to amend, modify, make additions to or deletions from the Declaration that it alone deems appropriate, so long as Declarant owns two or more of the Lots subject to the Declaration.

WHEREAS, the Declarant desires to amend the Cowboy Flats Declaration of Covenants, Conditions and Restrictions as set out below.

NOW THEREFORE, the Declarant hereby makes, declares and imposes the following amendment to the Cowboy Flats Declaration of Covenants, Conditions and Restrictions.

Section 7.f. of the Cowboy Flats Declaration of Covenants, Conditions and Restriction is deleted in its entirety and a new Section 7.f. is substituted to read as follows:

Fences. The Declarant shall install a six foot (6') vinyl sand colored fence around the perimeter of the property. The Declarant shall pay the expense of installation of the perimeter fence. The Association shall pay for the maintenance of the perimeter fence and may make assessments for payment for maintenance of the perimeter fence as provided in this Declaration. No other fences are permitted on any of the Lots except upon approval of the Architectural Control Committee and upon obtaining required permits and approval from the City of Missoula. The Architectural Control Committee may consider and approve six foot (6') privacy fences by patios and three foot (3') dog run fences on individual Lots. Any approved fences on Lots shall be constructed of vinyl sand colored fence material the same as the material on the six foot (6') vinyl sand colored perimeter fence. Individual Lot owners shall pay the expense of installation and maintenance of any privacy fences or dog run fences installed on individual Lots.



The Cowboy Flats Declaration of Covenants, Conditions and Restrictions are not altered or amended in any fashion except as expressly set out above.

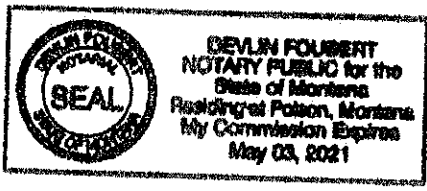
IN WITNESS WHEREOF, the Declarant has executed the foregoing Declaration on the year and date first above written.

DORE LANE LLC, a Montana limited liability company

By Gene Mostad  
Gene Mostad, Member

STATE OF MONTANA     )  
  : ss.  
County of Missoula     )

This instrument was acknowledged before me on the 4th day of September, 2019, by Gene Mostad, in his capacity as a Member of Dore Lane LLC.



Devlin Foubert  
Name: Devlin Foubert