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SECRETARY, BOARD OF DIRECTORS AVALON VILLA HOMEC
PO BOX 141 EMIGRANT, MT 59027

SECOND AMENDED
COVENANTS AND RESTRICTIONS FOR
AVALON VILLAS HOMEOWNERS' ASSOCIATION
(originally referred to as "Avalon Villas Condominiums")

I. OWNERS' ASSOCIATION

- A. The Townhouse Unit Owners will form the Avalon Villas Homeowners Association ("Association") for the purpose of operating the Association. The Association shall have the authority to make any such charges and assessments to the members/owner as are reasonably necessary to carry out its functions and duties as set forth, defined, and provided for in these covenants. The Association shall have the power to levy capital and operating assessments against any tract or parcel of real property in the development.
- B. The Association shall be governed by the Board of Directors as set forth in the Bylaws for said Association. The Board members shall serve a term of two (2) years unless otherwise amended by the Association.
- C. Membership in the Association is mandatory for each property owner and any subsequent owners. Membership in the Association shall consist of the owners of the townhomes in the development. Membership shall be transferred with the sale to the new owner. Each Unit will have only one vote (see paragraph entitled Voting Interest of the Third Amended Bylaws ("Bylaws") of the Association).
- D. The manner and time of holding meetings on the Board and the Association, and the general operation of the Association, shall be more particularly set forth in the Bylaws.
- E. No parking, construction, reconstruction, alteration, remodeling, landscaping, parking, fence, wall, or other improvements shall be placed, constructed, erected, repaired, restored, reconstructed, altered, remodeled, added to or maintained on any tract or parcel until building drawings, plans and specifications, and any such other information as the Association may reasonable require, including but not being limited to, colors, building materials and models, have been submitted to, and approved by, a majority of the Association in writing; nor may the same be commenced until a permit has been issued allowing for such improvements.

II. EASEMENTS

- A. Easement for roads, drainage, electricity, telephone, lighting, water, sewer, gas, cable television, and all other utilities, pedestrian traffic, or any other service or utility shall be, and hereby are reserved as shown on the plat.
- B. All utilities, pipes wires and services lines shall be buried.
- C. All road easements as shown on the plat shall include a corresponding easement for drainage, electricity, telephone, lighting, and all other utilities.
- D. The owners of all properties within the major subdivision shall keep all water, sewer, and utility systems and easements within the subdivision property maintained and in good repair, shall make such repairs and improvements as shall be required from time to time to meet at least the minimum requirements of any rules and regulation of Park County and the State of Montana.
- E. No utility service line or facility shall be installed or replaced without the prior approval of the Association of Board thereof. All easements areas must be restored, at the expense of the utility or service entity doing such work, to as near the condition as existed previous to such work as possible.

- F. All boundary fences shall be maintained by landowners in accordance with state law.

III. ROADS

- A. All roads shall be dedicated to the Association prior to final approval.
- B. The interior road shall be named and an addressing system developed in coordination with the Park County Rural Addressing Department.
- C. Road signs will be placed and designed as approved by the Board of Directors and in conformance with County regulations.
- D. The owners of all properties within the major subdivision shall keep all roads and access easements within the subdivision properly maintained and in good repair, and shall make such repairs and improvements as shall be required from time to time to meet at least the minimum requirements of Park County regulations and shall keep all easements and roadsides free from noxious weeds, obstructions, and encroachments.
- E. Maintenance and snow removal shall be the responsibility of the Association. The cost of same shall be assessed on a pro rata basis as determined by the Board. The association shall be responsible for the maintenance, repair and improvement of the emergency access road and interior road, including eradication of noxious weeds within the easement.
- F. The Association will stipulate the regular application of dust palliative for dust control, if and as necessary.

IV. OPEN SPACE

All open space shall be dedicated to the Association as common property. The preservation and management of common areas will be accomplished by the Association to preserve and enhance the natural environment of the subdivision. Common areas will be maintained by the Association. No construction shall be allowed within any easement areas, or within 50 feet of the neighbor's pond. No grazing animals will be allowed on any lot.

V. NOXIOUS WEEDS

- A. The subdivision shall be seeded and controlled for noxious weeds.
- B. The Association will be responsible for noxious weed control. Both improved and unimproved lots will be managed for noxious weeds in accordance with the Weed Management Plan approved by the Park County Weed Board.
- C. All ground disturbed by construction shall be reseeded to a good ground cover with species recommended by the Soil Conservation Service or the County Extension Agent.
- D. No owner or owners shall permit noxious weeds or other undesirable plants to grow or spread upon his tract. In the event any owner fails to control or eliminate the growth of spreading of such noxious weeds and undesirable plants, the Association shall be entitled to take such actions as is necessary to eradicate or control such weeds and plants at the expense of the owner of tract or Townhouse unit.

VI. SOLID WASTE

- A. No trash, debris, organic or inorganic waste shall be permitted to accumulate on any tract or in any road adjacent thereto, but shall be promptly and efficiently disposed of, and no vacant or other tract shall be used as dump ground or burial pit and no burning or the same shall be permitted. Nothing stated herein shall preclude a central trash collection facility situated on the common facilities with the approval of the Association.
- B. Each owner shall provide suitable bear-proof receptacles for the containment and collection of trash and garbage, which must be enclosed or screened or otherwise unexposed to public view.
- C. Each owner shall be responsible for hauling his or her solid waste to Park County transfer sites or to the Park County landfill on a minimum weekly basis.

VII. ANIMALS

- A. Animals such as domesticated dogs and cats are allowed in the development as pets only, so long as they do not constitute a nuisance to others. Cats and dogs must remain within the owner's control at all times. Any dog or cat shall be kept in a yard or pen except when accompanied by someone capable of keeping the animal under control. Dog runs must be approved by the Association Board of Directors.

- B. Townhouse owners shall be limited to two pets which can be domestic dogs and/or cats.
- C. If dogs or cats cannot be controlled or contained by the owner thereof, after notification to said owner, the Association Board of Directors may order the animal removed.

VIII. ENVIRONMENT

- A. Every attempt shall be made to preserve and protect the environment indigenous to the area. Disturbance, destruction or damage to all plant life, animal life and their natural habitats, ponds, springs, underground aquifers, soils and rocks is strictly forbidden except where absolutely necessary for the replacement or construction of improvements on the land.
- B. No existing tree may be cut, removed or voluntarily destroyed by any party without obtaining prior written approval of the Association Board of Directors. Such removal must be for aesthetic purposes, to promote safety, to facilitate construction or as a part of a landscape plan.
- C. Construction shall be restricted to designated buildings sites. No shiny roofs are permitted on buildings within the development.
- D. All areas not utilized as sites for improvements and disturbed by construction or any human activity shall be returned as quickly as possible to their natural conditions and replanted with approved species of plant life.

IX. NUISANCES

- A. No noxious or offensive use or activity shall be carried on or permitted to be carried on by an owner, his/her invitee, or licensees or anyone acting under the owner's direction or under his/her control, and nothing which may become an annoyance or nuisance to the neighborhood shall be done or suffered to be done on any tract.
- B. Discharge of firearms is prohibited within the development.
- C. No light shall be emitted from any property which is unreasonably bright or causes unreasonable glare or interference with the use and enjoyment of other tracts. Continuous yard lights shall not be permitted.
- D. Television antennas shall not be more than ten feet higher than the roof line of the main residence. Any and all roof-mounted television antennae and satellite micro-dishes shall be installed so as to be out of public view as much as possible from common roadways, access easements and neighboring buildings. Larger, ground-based satellite dishes shall be located inconspicuously from public view by use of appropriate fencing, screening, shrubbery or trees.

X. RIGHT TO FARM

Townhouse unit owners shall respect the State of Montana's Right to Farm Law as noted in MCA 27-30-101(3): No agricultural or farming operation, place, establishment, or facility or any of its appurtenance or the operation thereof is or becomes a public or private nuisance because of the normal operation thereof as a result of changed residential or commercial conditions in or around its locality if the agricultural or farming operation, place, establishment, or facility has been in operation longer than the complaining resident has been in possession or commercial establishment has been in operation.

XI. WAIVER OF PROTEST

The development shall submit a waiver of protest for the creation of future rural improvement districts.

XII. ENFORCEMENT

- A. Enforcement of these Second Amended Covenants and Restrictions shall be by proceedings either at law or in equity against any persons or persons violating, or attempting to violate, any covenants and restrictions; and the legal proceedings may either be to restrain violation of these, to recover damages, or both.
- B. No member of the Association Board of Directors or Association shall be liable to any person or entity for the entry, self-help, or abatement of a violation or threatened violation of these covenants, and all owners or lessees of real property shall be deemed to have waived any and all right or claims to or for damages for any loss or injury resulting from action taken to abate, remedy or satisfy any violation or threatened violation of these Second Amended Covenants and Restrictions. Exception to the above shall exist for loss, injury, or damage for intentionally wrongful acts.

- C. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- D. Invalidation of any one of these Second Amended Covenants or Restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

XII. AMENDMENT

These Second Amended Covenants and Restrictions may be changed or amended or additional covenants and restrictions added, in whole or in part, by written approval, upon approval of seventy-five percent (75%) of the owners except that the following may not be changed without prior written permission of the governing board: II F, IV, V, VII, and X. Any amendment must be duly recorded with the office of the Clerk and Recorder of Park County, State of Montana.

IN WITNESS WHEREOF, AVALON VILLAS HOMEOWNERS' ASSOCIATION, INC. has caused these Second Amended Covenants and Restrictions to be made and executed on this 17 day of March, 2011.

Avalon Villas Homeowners' Association,

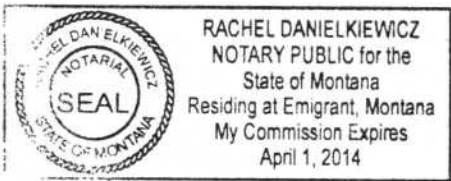
By: Peter M.W. Murray
Peter M.W. Murray, Chair

STATE OF MONTANA)
 :SS
County of Park)

This instrument was acknowledged before me on the 17th day of March, 2011 by Peter M.W. Murray
_____, Chair of Avalon Villas Homeowners' Association.

(SEAL) Rachel Danielkiewicz

Notary Public for the State of Montana.



Print Name: _____
Residing at _____, Montana
My Commission expires: _____