

**Restrictive Covenants**

**Articles of Incorporation for a Homeowner's  
Association**

**By-Laws**

**Architectural Standards**

**Road, Drainage and Weed Maintenance  
District**

**Water Maintenance District**

**Wastewater Maintenance District**

**for**

**NORTH STAR PLANNED UNIT  
DEVELOPMENT**





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**RESTRICTIVE COVENANTS FOR NORTH STAR PLANNED UNIT DEVELOPMENT  
IN THE COUNTY OF LEWIS AND CLARK, STATE OF MONTANA**

WHEREAS, the undersigned representing North Star Development Company, LLC of Helena, Montana, are filing a plat of certain lands in Lewis and Clark County Montana, known as North Star Planned Unit Development, with the Clerk and Recorder of said County, and

WHEREAS, the undersigned are the owners of all the lots in said tract and desire to place restrictions upon said lots for the use and benefit of themselves as present owners and for the future owners thereof, and for the benefit of the general public interest,

NOW THEREFOR, these Covenants and Conditions are made to apply to the said North Star Planned Unit Development, a tract of land situated in the east 1/2 of Section 7, Township 11 north, Range 3 west and including the fifteen lots in Block 7 and the 11 lots in Block 10 of said development as described on attached **Exhibit A**, and such future phases of development as they are completed.

All persons or corporations who now or shall hereafter acquire any interest in and to any of the above described property shall be held to agree and covenant with the owners of the lots in said tract and their heirs, successors and assigns, to conform to and observe the following restrictive covenants and conditions as to the use thereof.

These restrictive covenants and conditions are designed to provide a uniform plan for the development of the whole of said tract, protect the natural environment and promote public health and safety.

The following restrictive covenants and conditions are revocable or alterable only by a vote of two thirds (2/3) of the legal owners of parcels through the administration of a Home Owner's Association as hereinafter described that vote in favor of revocation or alteration.

**1. General Provisions**

- A. No lot shall be further subdivided except as permitted by these covenants.
- B. No wells shall be drilled for domestic, irrigation or other purposes. All water must be obtained from the North Star Water District public water supply.
- C. Each lot, whether occupied or unoccupied, shall be maintained by the owner to be free of weeds, trash and unsightly debris, structures, or other items. All garbage and trash shall be stored in covered sanitary containers and shall be screened from public view except on pick-up days. Structures shall be kept repaired, painted, and in conformance with the Architectural Standards. No junk vehicles or inoperable vehicles shall be visible on the property or adjacent streets. An inoperable vehicle is one that has not been operated for a period of 60 days or more. Lawns and landscaping, when installed, shall be kept neat and trimmed.
- D. No fence, landscaping or other obstruction shall be placed on utility easements, rights-of-way, or on any lot where sight distance will be restricted at intersections of streets and

intersections of driveways with streets. Trees and shrubs shall be trimmed to preserve sight distance.

- E. Yard, porch, security and other exterior lighting must be approved by the Architectural Control Committee ( ACC ) before installation. No exterior light shall be located where the light bulb, luminaries, or light source is visible from another lot, excepting temporary holiday lighting with individual light bulbs less than 5 watts.
- F. No structure shall be constructed more than 32 feet in height measured from the average ground elevation to the highest ridge or peak of the roof. Appurtenances such as television or radio antennas or dishes, or other communication equipment shall be installed where they will not be directly visible from the street, or otherwise screened from public view.
- G. Setbacks. The following minimum building setbacks shall apply.
  - Side Property Lines : 15 feet
  - Rear Property Line : 15 feet
  - Front Property Line : 25 feet
  - Septic Tank : 10 feet
  - Wastewater Treatment System, drainfield or mound : 25 feet
  - Storm Water Drainage Channel : 15 feet
- H. Only domestic pets will be permitted, not to exceed two dogs and/or two cats. Pets shall at all times be inside buildings or fenced areas or otherwise restrained. Barking dogs will not be permitted outdoors overnight or at other times when barking poses a nuisance to neighbors. No livestock shall be allowed on any lot except the remainder lot(s) owned by the Developer.
- I. No connection to the public water system shall be made until the Water Operator has been notified and a service connection fee has been paid. The owner will be provided a water meter that shall, at the owner's expense, be installed at an approved location within the structure being served. The remote meter readout shall be installed on the exterior of the structure where it will be easily accessed and periodically read by the meter reader. No tap shall be made between the water meter and the connection to the public service line.
- J. No connection shall be made to the public wastewater system until the Wastewater Operator has been notified and a service connection fee has been paid. Use of the wastewater system shall be limited to residential-strength sewage and wastewater only. No solvents, paints, or other toxic chemicals shall be disposed of in the sewer system. Household cleaners in small quantities generated during normal cleaning activities may be discharged to the system.

Commercial connections to the public wastewater system shall be limited to discharge of

residential-strength wastewater only. Any wastewater containing grease, silt, sand, chemicals or other materials that are not representative of residential-strength wastewater shall have those materials removed by an appropriate treatment technology before discharge is made to the wastewater system. The Homeowner's Association (HOA), or its agent, has the right and authority to inspect wastewater discharges to the public wastewater system and to discontinue water service if unauthorized discharge to the wastewater system continues after reasonable notification to cease said unauthorized discharge.

- K. No on-site wastewater system shall be installed until the HOA, or its authorized agent, has been notified and has made an inspection to assure that the system is properly sited and sized. All on-site wastewater systems are required to be inspected by the county sanitarian. In addition, all on-site wastewater systems that use a pump to discharge to either a mound or to a drainfield are required to be inspected by the designer of that system. The owner shall pay the costs for inspections made by the county sanitarian and by the designer. No on-site wastewater system shall be placed into service until all inspections have been satisfactorily made and the systems are declared approved for use.

On-site wastewater systems shall receive only residential-strength wastewater in the quantities for which they are designed for. Any excess in wastewater strength or quantity is prohibited.

On-site wastewater systems shall be properly and regularly maintained by the owner. At a minimum, septic tanks shall be pumped and inspected every four years, or sooner if required by an operations and maintenance manual. Screened septic tank systems shall be inspected and cleaned at regular intervals depending on the amount of usage, but in no event less than once for every three months of normal use.

## **2. Single-Family Residential**

- A. Private garages for not more than three (3) cars will be permitted and may be attached or detached. In addition to a garage, each lot shall be permitted to have not more than one other outbuilding to be used as a storage or tool shed. All buildings placed on said lots shall be newly constructed in conformance with the Architectural Standards and no trailer, mobile home or manufactured home that does not meet the minimum construction requirements of these Covenants and Conditions shall be allowed on any lots for use as residences.
- B. No building shall be erected, altered or placed on any lot until the construction plans and specifications and a plan showing the location of the construction have been approved by the Architectural Control Committee (ACC) as to quality of workmanship and materials, harmony of external design with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved; approval shall be as hereinafter provided.



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- C. No dwelling shall be permitted on any lot with a ground floor square footage less than that set by the ACC from time to time nor shall the quality and size of dwelling and lot be less than the minimum set by said ACC from time to time, it being the intention and purpose of this Covenant to assure that all dwellings shall maintain property values and afford protection to other property owners from the encroachment of dwellings below the standards of residential character originally desired. The ground floor area of the main structure, exclusive of open porches and garages shall, in no event be less than 850 square feet.
- D. No recreational vehicle, boat, camper or other similar vehicle shall be parked or stored on the property for a period of more than one week in any given month unless said vehicle is enclosed within a garage or located behind the residence or garage in such a manner that it is not visible from the street. No vehicles shall be parked or stored on the main streets unless for a temporary event that has received prior approval from the ACC.
- E. No lots shall be subdivided except that any of Lots 1 through 15 of Block 7 may be converted from single-family residential usage to multi-family residential usage only if the multi-family residential use is permitted connection to the North Star Public Wastewater District, the wastewater system is demonstrated to have the additional capacity needed to serve the proposed residential units, and that any conversion to multi-family residential units for rent or for sale, undergoes subdivision review by the County and the State and is approved by both. Multi-family residential construction shall conform to part 2 of these Covenants, "Multi-Family Residential Lots".
- F. No residential lot shall be used for commercial purposes except that home offices located within the principle place of residence and daycare services caring for no more than five children may be permitted provided the commercial use does not generate more than 10 additional vehicle trips per day and does not constitute a nuisance to neighbors.

### **3. Multi-Family Residential**

- A. Single-family or multi-family residential units may be constructed on Lots 1 through 11 of Block 11, and on Block 7 when the conditions of Part 1 above are met. No more than 4 residential units, a residential unit being the equivalent of a single-family residence, may be constructed on a single lot. Multi-family units may be in a single structure separated by common walls or be separate structures with common parking or garage facilities centrally located.
- B. No building shall be erected, altered or placed on any lot until the construction plans and specifications and a plan showing the location of the construction have been approved by the Architectural Control Committee (ACC) as to quality of workmanship and materials, harmony of external design with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval shall be as hereinafter provided.

- C. Multi-family construction shall provide a minimum of two paved parking spaces for each residential unit located on the lot. Except for temporary events approved in advance by the ACC, no parking shall be allowed on the street.
- D. Each residential unit on a multi-family residential lot shall have a minimum of 850 square feet on the ground floor area exclusive of open porches and garages and shall have no more than two floors, exclusive of basements.
- E. Multi-family units located on any of Lots 1 through 11 of Block 10 shall share a common wastewater treatment system on each lot. Each resident shall share equally in the costs for operating and maintaining the treatment system in full conformance with county and state laws and regulations. Administration of the wastewater system shall be in conformance with the multi-family wastewater system agreement attached as Exhibit C. Each owner or resident of a multi-family residential unit agrees to enter into and abide by the multi-family wastewater system agreement.
- F. Owners of multi-family residential units may petition the North Star Wastewater District for connection to the public sewer system if and when it becomes available. Connection to the sewer system may occur only when the wastewater system has been demonstrated to have sufficient capacity for the connection, and the connection is approved by the state and county.
- G. No residential lot shall be used for commercial purposes except that home offices located within the principle place of residence and daycare services caring for no more than five children may be permitted provided the commercial use does not generate more than 10 additional vehicle trips per day and does not constitute a nuisance to neighbors

#### **4. Commercial**

- A. Lots 1 through 11 of Block 11 are designated for residential or commercial applications permitted by these covenants or by the ACC. Generally, commercial activities shall be limited to those activities that are harmonious with the development and do not create a nuisance from noise or traffic.
- B. Permitted Uses. Commercial activities that are permitted in Block 11 include the following:

Professional offices, clinics, nurseries, day care, assisted living  
Small retail shops  
Restaurants, delicatessens, coffee shops, pizzerias, convenience stores

- C. Prohibited Uses. The following commercial uses will not be permitted.

Drinking establishments dispensing alcoholic beverages, except in conjunction with an eating establishment



Manufacturing activities, except small hobby-type assembly operations  
Wood working and paint shops  
Vehicle repair, storage or painting activities  
Veterinary clinics unless animals are properly confined inside

- D. No building shall be erected, altered or placed on any lot until the construction plans and specifications and a plan showing the location of the construction have been approved by the ACC as to quality of workmanship and materials, harmony of external design with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval shall be as hereinafter provided. In addition, all commercial buildings shall be reviewed and approved by the State of Montana, Department of Commerce Building Codes Division.
- E. Commercial building size shall not exceed 6000 square feet, total, on a single lot. The maximum single floor area shall be 4000 square feet. A waiver from the area requirement may be granted by the ACC, but in no event shall exceed a total of 10,000 square feet.
- F. The type of occupancy and building size may be limited by the available water and waste water treatment system available. Each commercial lot has a maximum allotment of 1220 gallons of water and waste water disposal per day available. Uses that require more than this allotment are prohibited unless the owner can demonstrate that he has provided additional water and waste water disposal capacity in full accord with state and county requirements.
- G. Free-standing commercial signs shall be limited in size to a face measurement of 100 square feet total per lot, excluding wall mounted signs, and shall not exceed 16 feet in height. Signs shall be constructed of materials that are in harmony with the appearance of structures and landscaping of the surrounding areas. Sign lighting shall be oriented so that it is reflective and the source of illumination is not visible from any other lot. Sign location shall not restrict sight distance at intersections of streets or driveways. Flashing signs, signs containing moving parts, and signs containing reflective elements are prohibited. No signs shall be installed off the property or within designated public rights-of-way or public access easements. Wall signs attached to or part of the building wall shall meet the same size limitations, no more than 100 square feet total per lot, and appearance requirements. No signs shall be mounted on roof tops. Temporary signs, banners and non-permanent signs are prohibited unless specifically authorized by the ACC. All permanent signs shall be maintained to comply with the appearance standards authorized in the Architectural Standards. No sign shall be erected until plans indicating the configuration, size, materials of construction and placement on the lot have been submitted to and approved by the ACC.

## **5. Home Owner's Association (HOA)**

- A. A Home Owner's Association shall be established as provided in **Exhibit B** to represent

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the interests of all property owners of North Star PUD in maintaining the character, appearance and utility of their property and appurtenant rights-of-way, easements and common areas.

- B. The HOA shall be responsible for the administration of these Covenants and for administering the duties and responsibilities of the appurtenant maintenance districts including, but not limited to the Road, Drainage and Weed Maintenance District, Water Maintenance District, and Waste Water Maintenance District.

#### **6. Architectural Control Committee (ACC)**

- A. An Architectural Control Committee comprised of owners of lots within the jurisdiction of the ACC and duly elected by the qualified owners of lots within North Star PUD shall oversee and exercise their authorized control over the quality, configuration, placement and general appearance of structures and landscaping. The purpose of the ACC is to represent the interests of the property owners of North Star PUD in maintaining harmonious development and protecting property values.
- B. The ACC shall require development to adhere to a published set of Architectural Standards that define the minimum standards for development of structures, landscaping, lighting, and other physical features that will be visible and apparent on any lot. Those Architectural Standards are attached to these Covenants as **Exhibit C**.
- C. The ACC may amend the Architectural Standards from time to time by proposing modifications to the individual members of the Home Owner's Association (HOA) for consideration by election at a regularly scheduled meeting of the HOA. Modifications approved by majority vote of the members shall become effective when the revised Architectural Standard has been published and made available to the HOA.
- D. The ACC shall consist of representatives of the North Star PUD Homeowners Association. One member shall represent each Block within North Star PUD, excepting therefrom those blocks or lots designated for Public Works or Recreation, when each block is formally platted and offered for sale. North Star Development, LLC shall retain two membership positions on the ACC until sixty percent of the final phase of North Star PUD has been sold. The maximum membership of the ACC shall be 9 members and shall be no less than 3 members. Members of the ACC shall be elected by majority vote of the HOA at regularly scheduled meetings of the HOA.

#### **7. Road, Drainage and Weed Maintenance District (RDWMD)**

- A. A maintenance district shall be established for the purpose of maintaining the function and utility of all streets, street signs, drainage ways and drainage structures and to control weeds on all rights-of-way, public access easements, common areas and public works areas. Such activities shall include, but not be limited to, street surface maintenance, snow removal, sign maintenance and replacement, culvert and drainage way





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maintenance, major road improvements such as chip sealing and asphalt replacement, and noxious weed management, spraying, and control.

- B. The district shall be under the supervision of the HOA and administered by a Road Foreman and an Administrative Assistant selected by the Officers of the HOA. The HOA shall determine the compensation to be made to the Road Foreman and Administrative Assistant, if any. The Officers of the HOA shall determine the extent of employment of the Road Foreman and Administrative Assistant.
- C. The duties of the Road Foreman and Administrative Assistant shall include the maintenance of said facilities and weed management activities within a budget defined by the HOA, identification of major improvements and all costs and scheduling required by those major improvements, preparation of maintenance and administration of maintenance contracts, and record keeping.

**8. Water District (WD)**

- A. A maintenance district shall be established for the purpose of maintaining the function and utility of the public water system. Such activities shall include, but not be limited to, maintenance and operation of water supply, treatment, storage and distribution facilities, reading water meters and recording water use, and developing maintenance and improvement budgets.
- B. The district shall be under the supervision of the HOA and administered by the Water Operator an Administrative Assistant selected by the Officers of the HOA. The HOA shall determine the compensation to be made to the Water Operator an Administrative Assistant, if any. The Officers of the HOA shall determine the extent of employment of the Water Operator an Administrative Assistant.
- C. The duties of the Water Operator an Administrative Assistant shall include the maintenance and operation of the water system, monitoring, sampling and testing of water quality and quantity, compliance with state and local regulations, reading water meters and mailing water bills, preparing budgets for maintenance and replacement of facilities, record keeping, and other related administrative functions.

**9. Waste Water District (WWD)** [applicable to only those lots connecting to a public sewer system except that paragraph 9D shall apply to lots that utilize on-site wastewater treatment systems]

- A. A maintenance district shall be established for the purpose of maintaining the function and utility of the public waste water system. Such activities shall include, but not be limited to, maintenance and operation of sewer collection, treatment and disposal, and developing maintenance and improvement budgets.
- B. The district shall be under the supervision of the HOA and administered by the Waste

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Water Operator an Administrative Assistant selected by the Officers of the HOA. The HOA shall determine the compensation to be made to the Waste Water Operator an Administrative Assistant, if any. The Officers of the HOA shall determine the extent of employment of the Waste Water Operator an Administrative Assistant.

- C. The duties of the Waste Water Operator an Administrative Assistant shall include the maintenance and operation of the waste water system, monitoring, sampling and testing of treated effluent quality, recording waste water flows, compliance with state and local regulations, mailing waste water bills, preparing budgets for maintenance and replacement of facilities, record keeping and other related administrative functions.
- D. The Waste Water Operator shall conduct an inspection of on-site wastewater treatment systems on a periodic basis to be determined by the HOA, but not longer than once every three years. The inspection shall include an evaluation of the condition of pumps, electrical controls and alarms, drainfields, mounds, and septic and pumping tanks. A sufficiency/deficiency report shall be prepared for each inspection and copies shall be delivered to the owner of each system inspected and to the Lewis and Clark County Health Department. Copies of the reports shall be retained in the files for a period of ten years. The HOA may assess owners of on-site wastewater treatment systems a fee to cover the costs of inspections and mailing.

EXHIBIT A - NORTH STAR PUD PHASE 1



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SKY VIEW SUBDIVISION

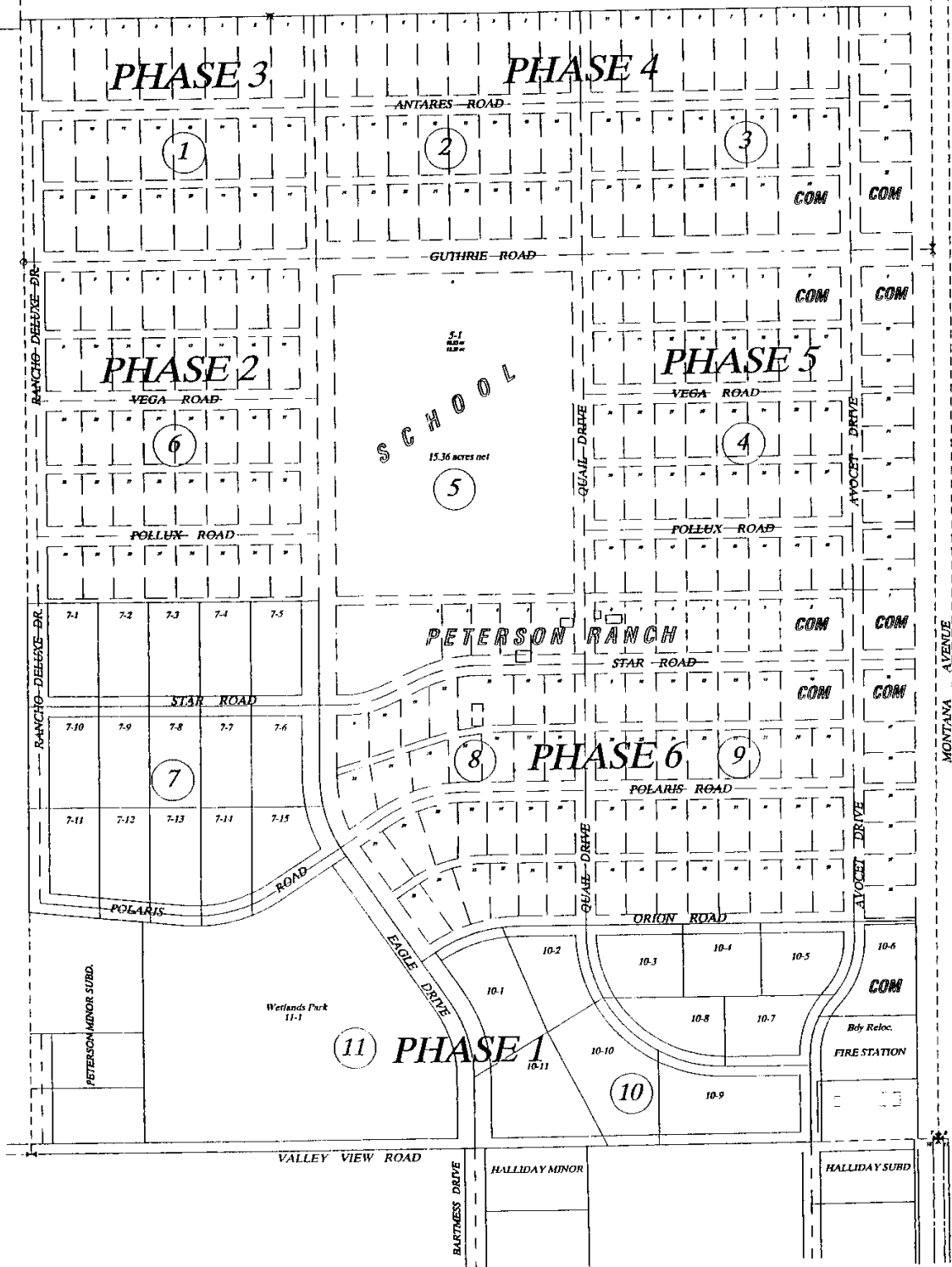


EXHIBIT A - NORTH STAR PUD - PHASE 1

**EXHIBIT B - ARTICLES OF INCORPORATION and BY LAWS**

**ARTICLES OF INCORPORATION  
HOME OWNER'S ASSOCIATION - NORTH STAR PLANNED UNIT DEVELOPMENT**

Pursuant to the provisions of Section 32-2-113 et. seq. MCA, the undersigned representatives of North Star Development, LLC, of Helena, Montana as Incorporators, hereby adopt the following Articles of Incorporation under the Montana Nonprofit Corporation Act.

**I.**

**NAME:** The name of the Corporation shall be: **North Star Planned Unit Development Homeowner's Association**

**II.**

**MUTUAL BENEFIT:** The Corporation is a mutual benefit Corporation, MCA 35-2-213(b)(ii).

**III.**

**DURATION:** Its duration shall be perpetual or until dissolved as provided by law. MCA 35-2-720 et. seq.

**IV.**

**PURPOSES:** The purposes for which this Corporation is formed are as follows:  
MCA 35-2-213(2)(a)

- A. The specific and primary purposes for which the Association is formed are to provide the maintenance, preservation and architectural control of tracts, recreational facilities and common area contained within that certain real property located in Lewis and Clark County, Montana, more particularly in the E1/2 of Section 7, T11N, R3W, and provided for in that certain Declaration of Restrictions, covenants and conditions, on file and record in the office of the Clerk and Recorder of Lewis and Clark County, Montana, in Book \_\_\_\_ of Records at Page \_\_\_\_\_, and such additional property as may hereafter be brought within the jurisdiction of the Association (the "Property").
- B. The general purposes and powers are:
1. To promote the health, safety and welfare of the residents within the above described property;
  2. To exercise all of the powers and privileges and to perform all other duties and obligations of the Corporation arising from the restrictive covenants, conditions or restrictions applicable to the above described property and any property annexed from

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time to time so as to become subject thereto;

3. To furnish water on a metered basis or on the basis of space, size or other basis for the water user which may be authorized by law and by the members; to assess the members for the water and collect the same; to keep and maintain the water system and water lines connecting to the development; and to limit the water to its members as may be required by the amount of water available;
4. To furnish sewage collection and treatment to parcels on all blocks excepting therefrom parcels on Blocks 7 and 10 which have individual sewage treatment systems; to assess the members for the cost of operating, maintaining and upgrading the sewage collection and treatment systems and collect the same; to keep and maintain the collection and treatment systems lines connecting to the development; and to limit the type of wastewater discharged to the system to residential strengths;
5. To provide maintenance; upgrading and weed control for all roads, drainage systems and common areas, excluding therefrom maintenance of private driveways; to assess the members for the cost of maintaining and upgrading roads, signs and drainage systems and for weed control and collect the same; to limit the extent and use of activities that would interfere with proper traffic movement on roads or obstruct the proper function of drainage ways;
6. To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to these Articles and the Covenants; to pay all expenses of the Corporation and all office and other business expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation;
7. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Corporation;
8. To borrow money, mortgage, pledge or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
9. To have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-profit Corporation Law of the State of Montana by law may now or hereafter have or exercise; and
10. To act in the capacity of a principal, agent, joint venture, or partner, or otherwise.

The foregoing statement of purposes shall be construed as a statement both of purposes and powers, and purposes and powers in each clause shall be in no wise limited or restricted by reference to or inference from the terms or provisions of any other clauses, but shall be broadly construed as independent purposes and powers. The Corporation shall not engage in any

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activities or exercise any powers that are not in furtherance of the primary purposes of the Corporation.

V.

**MEMBERS:** Every person or entity owning a lot, which is a part of the real property hereinbefore described, shall be a member of the Corporation. The authorized number and qualifications of members of the Corporation, the different classes of membership, the property, voting and other rights and privileges of members, and their liability for dues and assessments and the method of collection thereof shall be as set forth in the By-Laws of this Corporation as are in effect from time to time, or as may be directed by the members and/or officers of this Corporation. MCA 35-2-213(e)

VI.

**OFFICERS:** The affairs of this Corporation shall be managed by a board of no less than four and no more than nine Officers who are members of this Corporation. The names and addresses of the persons who are to act in the capacity of Officers until the selection of their successors are:

| NAME                        | ADDRESS                                |
|-----------------------------|--|
| 1. Floy E. Peterson         | 2545 McHugh Lane, Helena, MT 59601     |
| 2. Douglas F. Peterson, Jr. | Box 9, Marysville, MT 59640            |
| 3. Jesse D. Peterson        | 595 Tenderfoot Trail, Dillon, MT 59725 |

VII.

**INITIAL OFFICE AND AGENT:** The address of the initial registered office of the Corporation is 2545 McHugh Lane, Helena, MT 59601, and the name of its initial registered agent at that office and mailing address is Floy E. Peterson, 2545 McHugh Lane, Helena, MT 59601. MCA 35-2-213(c).

VIII.

**AMENDMENT:** These Articles may be amended as provided by Montana Law.

IX.

**DISTRIBUTION OF ASSETS ON DISSOLUTION:** This Corporation is one which does not contemplate pecuniary gain for profit to the members thereof and it is organized solely for non-profit purposes. Upon the winding up and dissolution of the Corporation, after paying or adequately providing for the debts and obligations of the Corporation, the remaining assets shall be distributed to a non-profit fund, foundation or Corporation, which is organized and operated exclusively for charitable educational and/or scientific purposes and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code. If the Corporation holds any assets in trust, such assets shall be disposed of in such a manner as may be directed by

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decree of the District Court of the County in which the Corporation's principal office is located, upon proper petition therefore.

X.

**INCORPORATORS:** The name and address of the Incorporators are:

North Star Development, LLC

Floy E. Peterson

Douglas F. Peterson, Jr.

Jesse D. Peterson

2545 McHugh Lane, Helena, MT. 59601

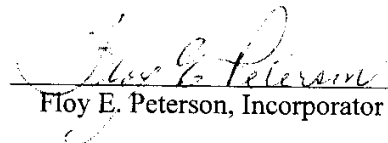
Box 9, Marysville, MT. 59640

595 Tenderfoot Trail, Dillon, MT. 59725

XI.

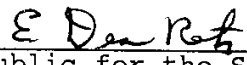
**ADOPTION:** These Articles were adopted at a meeting of the Officers held on the 20<sup>th</sup> day of DECEMBER 2002

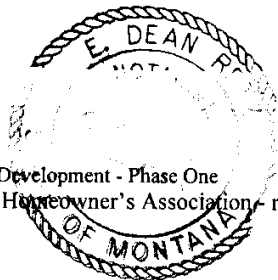
EXECUTION: MCA 35-2-213(4)

  
Floy E. Peterson, Incorporator and Officer

STATE OF MONTANA  
COUNTY OF LEWIS & CLARK

This instrument was acknowledged before me on 12-20-2002 by FLOY E. PETERSON as INCORPORATOR & OFFICER of NORTH STAR PLANNED UNIT DEVELOPMENT HOMEOWNERS ASSOCIATION.

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



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NOTARY PUBLIC for the State of Montana  
Residing at Helena, Montana  
My Commission Expires October 8, 2005





**BY-LAWS OF  
NORTH STAR PLANNED UNIT DEVELOPMENT  
HOMEOWNER'S ASSOCIATION**

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is North Star Planned Unit Development Homeowner's Association, hereinafter referred to as the HOA. The principal office and mailing address for the transaction of business of the HOA shall be located at 2545 McHugh Lane, Helena, Montana, 59601. Said meetings of the members and officers may be held at such places within the State of Montana, County of Lewis and Clark as may be designated by the Officers.

**ARTICLE II  
DEFINITIONS**

- Section I: HOA shall mean and refer to the North Star Planned Unit Development Homeowner's Association, a Non-Profit Montana Corporation, its successors and assigns.
- Section II: Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple to any lot or living unit which is a part of the properties, including contract sellers but excluding those having an interest merely as security for the performance of an obligation.
- Section III: Properties shall mean property described in the plat or plats filed of record in North Star Planned Unit Development.
- Section IV: Common Area shall mean and refer to all real property owned by the HOA for the common use of and/or common enjoyment of the Owners and shall include areas designated for public works facilities.
- Section V: Developer shall mean and refer to North Star Development, LLC and any other personal or legal entity which said North Star Development, LLC may specifically assign the right of interest vested in the Developer.
- Section VI: Lot shall refer to any plot of land shown upon any recorded map of the properties with the exception of the Common Areas.

**ARTICLE III  
MEMBERSHIP**

- Section I: **Class A.** Class A members shall be all owners of single family detached homes, with the exception of the Developer, of lots in North Star PUD in Lewis and Clark County, Montana. Each Class A member shall be entitled to one vote for each

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site owned. When more than one person owns any site, all such persons shall be members. The roll for such site shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any site.

- Section II. **Class B.** Class B members shall be owners of lots described on the plat as multi-family residential lots and/or commercial lots. Each Class B member shall have one vote for each residential unit on a multi-family residential lot, but not more than two votes total for the lot. Each owner of a commercial lot shall have one vote and one additional vote when there is an operating commercial enterprise on the lot. The owner of the Public Lands and Institution lot shall be a Class B member entitled to two votes.
- Section III. **Class C.** Class C members shall be limited to the Developer. The Class C member shall be entitled to three votes for each platted lot owned.
- Section IV. Class C membership shall become Class A or Class B membership as sites are sold and occupied. Class C membership shall run with the land and shall transfer from each grantor to each grantee. Only owners of building sites shall be entitled to membership.
- Section V. Notwithstanding anything contained above, Class C members shall have complete control until 67% of the lots are sold. After 67% of the lots are sold, Class C membership shall cease to exist.
- Section VI. Memberships in the corporation shall be transferred whenever a site is sold by the Developer or by any subsequent owner. Said membership shall contain covenants running with the land pursuant to Montana Law.

#### ARTICLE IV MEETING OF MEMBERS

- Section I. **Annual Meetings.** The first annual meeting of the members shall be held on the second Tuesday of January beginning with the year 200\_\_ at the hour of 7:00 PM or such time and place as the Officers may select. In the event the Officers fail to denominate and alternate site, the annual meeting shall be held at the residence of the President of the HOA. If the day for the annual meeting of the members is a legal holiday the meeting will be held at the same hour on the first day following which is not a legal holiday.
- Section II. **Special Meetings.** Special meetings of the members may be called at any time by the President or by the Officers, or upon written request of the members who are entitled to vote one-fourth of the all the votes of the combined Class A and Class B membership.

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- Section III. **Meetings of the Members.** Meetings of the members, both regular and special, shall be called by notice of the time and place of said meeting being published in a newspaper published near the place where the operations of the HOA will be carried. Said notice shall be given at least once a week for at least two weeks proceeding the day of the meeting or by written notice signed by the president and secretary mailed to each of the members. Such notices shall specify the place, day and purpose of the meeting. If by failure to give the necessary notice or from any other cause the regular annual meeting shall not be held on the day herein provided for, such meeting may be called by the Officers upon the notice herein required at any time thereafter and at such time may be held with the same effect and with the same proceeding as to the election of Officers of the business as if the meeting had been held on the regular day herein prescribed.
- Section IV. **Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided for in the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote there shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present and represented.
- Section V. **Proxies.** At all meetings of the members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary twenty-four (24) hours prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

## ARTICLE VI OFFICER

- Section I. **Enumeration of Officers.** The officers of the HOA shall be the a President and Vice President who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such others as the Board of Directors may from time to time by resolution create. Persons nominated must agree to accept the position if they are elected.
- Section II. **Nomination of Officers.** Nominations shall be made by the members from the floor during an annual meeting.
- Section III. **Election.** Election of Officers shall be by written ballot. At such elections the members, or their proxies, may cast as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation or by the By-Laws. The persons receiving the largest number of votes shall be elected. Any objection to

the vote counts must be made prior to the end of the annual meeting. Ballots shall be destroyed after the annual meeting.

Section IV. **Term.** The term of elected officers shall be four years unless he or she shall sooner resign except that the first elected Vice President shall have a term of three years, the first elected Secretary shall have a term of two years, and the first elected Treasurer shall have a term of one year. All terms thereafter shall be four years.

Section V. **Special Appointments.** The Board may elect such other officers as the affairs of the HOA may require, each of whom shall hold office for such period, have the authority and perform such duties as the Board may from time to time require.

Section VI. **Resignation and Removal.** The Board may remove any Officer from office with or without cause. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section VII. **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he or she replaces.

Section VIII. **Duties.** The duties of the Officers are as follows:

A. **President.** The president shall preside at all meetings of the Board of the Directors; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds, and other written instruments and shall cosign all checks and promissory notes and discharge such other duties as may be required of him by the By-Laws or the Board.

B. **Vice President.** The vice president shall act in place instead of the president in the event of his absence, inability to act or refusal to act and shall exercise and discharge other duties as may be required by him by the By-Laws or the Board.

C. **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the members; keep the corporate seal of the HOA and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the HOA together with their addresses and shall perform such other duties as required by the By-Laws or by the Board.

D. **Treasurer.** The treasurer shall receive and deposit in appropriate bank

accounts all monies of the Association and shall disburse such funds as directed by the resolution of the Board; shall sign all checks and promissory notes of the HOA; keep proper books of account; cause an audit to be made by a public accountant at the discretion of the Board; and shall prepare statement of income and expenditures to be represented to the membership at its regular annual meeting and have available at the annual meeting a copy of said report(s).

## **ARTICLE VII BOARD OF DIRECTORS**

- Section I. **Number.** The affairs of the HOA shall be managed by no less than four and no more than nine Directors, who shall also be members of the HOA.
- Section II. **Directors.** The Directors shall consist of the President, the Vice President, the Secretary and the Treasurer of the HOA and such additional directors that may be authorized.
- Section III. **Term of Office.** Each member of the Board of Directors shall serve a term of four years.
- Section IV. **Removal.** Any Director may be removed from the Board with or without cause by a majority vote of the members of the HOA. In event of death, resignation, or removal of a Director the successor shall be selected by the remaining members of the Board and shall serve the remainder of the term of the Director he or she replaces.
- Section V. **Compensation.** Directors shall not be compensated for their participation on the Board, however, they may be reimbursed for their actual expenses incurred in the performance of their duties.
- Section VI. **Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining written approval of the Directors. Any action so approved shall have the same effect as though taken at a meeting.

## **ARTICLE VIII MEETING OF DIRECTORS**

- Section I. **Regular Meetings.** Regular meetings of the Board of Directors shall be held bi-annually without notice on the second Tuesday of January and July at 7:00 PM. The location of said meetings shall be set by a resolution of the Directors. Should said meeting fall upon a legal holiday, that meeting shall be held at the



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same time on the next day which is not a legal holiday.

Section II. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the HOA, or by any two Directors, after not less than three days notice to each Director. In the event of an emergency or other matter that requires the immediate action of the Board, an emergency meeting can be called as soon as practical.

Section III. **Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

## ARTICLE IX POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section I. **Powers.** The Board of Directors shall have the power to:

- A. Adopt and publish rules and regulations governing the use of the Common Areas and facilities and personal conduct of the members and guests thereon, and shall establish penalties for the infraction thereof.
- B. Suspend the voting rights and right to use recreational facilities of a member during any period in which such member shall be in default on the payment of any assessment levied by the HOA. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty days for infraction of published rules and regulations.
- C. Exercise for the HOA all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or Articles of Incorporation.
- D. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board of Directors.
- E. Employ a manager, an independent contractor, or such other employees as they deem and to prescribe their duties.
- F. Employ a licensed water operator and/or a licensed wastewater operator for the operation and maintenance of the quality of water supply and wastewater treatment as required by the state Department of Environmental Quality and by the local health board.
- G. Perform such other acts as are permitted by the Articles or the Laws of the

State of Montana.

Section II. **Duties.** It shall be the duty of the Board of Directors to:

- A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one fourth of the Class A and Class B members who are entitled to vote.
- B. Supervise all officers, agents, contractors and employees of the HOA, and to see that their duties are properly performed.
- C. Do or cause to have done the following:
  - 1. Fix the amount of the annual assessments against each lot at least thirty days in advance of each annual assessment period.
  - 2. Send written notice of each assessment to every owner subject thereto at least thirty days in advance of each annual assessment period.
  - 3. Send monthly assessment for water and sewer services to every owner receiving those services.
  - 4. Foreclosure the lien against any property for which assessment are not paid within thirty days after due date or to bring an action at law against the owner personally obligated to pay the same..
- D. Issue, or cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- E. Procure and maintain adequate liability and hazard insurance on property owned by the HOA.
- F. Cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate.
- G. Cause any Common Area and Public Works Area to be maintained; and
- H. Fix, assess and levy liens and collect all special assessments.

#### ARTICLE X

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## ASSESSMENTS

Section I. **Title to System.** The HOA shall be served by a public water system and a public wastewater system excepting therefrom lots in Blocks 7 and 10 which are served by individual on-site wastewater systems. Public water and wastewater systems shall be owned by the HOA and operated and maintained by a certified operator(s) of those respective systems through the Board of Directors. The Developer shall convey title to the water and wastewater systems to the HOA free and clear of all encumbrances and liens.

All water and sewer service piping leading from the water and sewer mains to the residence or other approved use to shall be paid for by the owner of the lot served. A connection fee shall be determined by the HOA for each connection to the respective systems.

Section II. **Furnishing Water Service.** Water shall be furnished by the HOA to each owner upon the owner's request. Such water so provided by the HOA shall be used by each owner as the sole source of water.

Section III. **Furnishing Waste Water Service.** Collection and treatment of wastewater shall be provided by the HOA with exception of lots in Blocks 7 and 10 which are served by individual on-site wastewater treatment systems. No other provisions for wastewater treatment and disposal shall be utilized unless specifically authorized by the Board and only with all permits required by state and county rules and regulations.

Wastewater service may be provided to other lots including those on lots in Block 7 and 10 at the request of the owner's of those lots. Service may only be provided if the Board determines that the wastewater system has adequate and sufficient capacity to accept the additional services, and all required permits and approvals have been obtained from the appropriate state and local agencies.

Section IV. **Road and Drainage Maintenance and Weed Control.** Maintenance of roadways, street signs, drainage channels, culverts and drainage retention areas lying within public easements and rights of way and Common Areas and Public Works Areas shall be provided by the HOA. Control of noxious weeds on said areas shall be provided by the HOA. Maintenance of private driveways, parking areas, drainage channels within lot boundaries, and weed control within lot boundaries shall be provided by the owner's of the lots.

Section V. **Payment of Assessments.** The owner of each lot which is connected to the water system and the wastewater system shall pay to the HOA a reasonable charge for such system. The rate or charge and the manner of payment shall be established from time to time by the Board of Directors of the HOA.

Each owner shall pay to the HOA a reasonable charge for the maintenance of



roads and drainage ways and for weed control.

Vacant lots owned by the Developer shall be exempt from any charges. Notwithstanding anything stated to the contrary, it is hereby agreed as follows:

- A. The charge for water service shall include a one-time connection fee and a monthly assessment for water service that will include a base fee and an additional charge for the amount of water used over and above the base amount in any month. The base fee will include the cost for operating and maintaining the water system and will include a pro-rated amount to be placed in a reserve fund for the cost for repairs, replacement and extension of the system.
- B. The charge for wastewater service shall include a one-time connection fee and a monthly assessment for wastewater service. The monthly fee will be based on the type of service and will include the cost for operating and maintaining the water system and will include a pro-rated amount to be placed in a reserve fund for the cost for repairs, replacement and extension of the system.
- C. The charge for road and drainage maintenance and weed control will be an annual assessment that will include a base fee for maintenance and an additional charge to a reserve fund for repairs, improvements and extensions of roadways.
- D. The Board of Directors shall determine the amount of each fee after consideration of current maintenance costs and projected future needs.
- E. The Board of Directors may elect to establish separate funds for water, wastewater and road maintenance.
- F. The custodian as hereinafter named shall establish an Amortization Fund and an Operation Fund in some bank as the Board of Directors may from time to time designate. Upon the collection of monthly and annual charges, the custodian shall deposit the amounts in the appropriate funds.
  - 1. The Amortization Fund shall be maintained intact for the purpose of replacing equipment and infrastructure at the end of their useful life or after an unforeseen failure before its useful life has been reached. No withdrawal from said fund shall be authorized for said purpose without the written order of the Board of Directors of the HOA, its successors and assigns. Separate funds may be established for water, wastewater and roads.

- 2. The Operation Fund shall be used to defray the costs incident to the



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operation, maintenance and incidental repair of the water system, wastewater system, the road and drainage system, and weed control. Separate funds may be established for water, wastewater and roads.

- G. The Board of Directors shall levy annual assessments for road and drainage and weed control and monthly assessments for water and wastewater service. Special assessments may be levied to fund needed repairs, replacements, and/or extensions for which sufficient funds are not available in the Operation or Amortization Funds.

Section VI. **Non-Permissible Usage.** No consumer or user of water or wastewater service shall be allowed or permitted to furnish service to another person or entity, except in case of emergency, then only with the consent of the HOA. In addition, owners agree as follows:

- A. All piping, meters and fixtures shall at all reasonable hours be subject to inspection by the HOA or its duly authorized agent.
- B. The HOA shall in no event be responsible for maintaining any service line owned by a consumer, nor for damages done by water or wastewater escaping therefrom, nor for defects in lines, meters or fixtures on the property of the consumer.

Section VII. **Failure to Pay Assessments.** In the event a consumer fails or neglects to pay within thirty days the monthly and annual assessments when due, or within such reasonable time as may be extended by the HOA, then the HOA shall have the right to immediately shut off and discontinue water service, if the delinquent payment is for water or sewer service without the necessity of any hearing until such time that payment is made. The HOA shall also have the right to use other lawful means to collect any and all indebtedness.

Section VIII. **Limitation of Water Use.** The Board of Directors may limit the use of water for irrigating purposes as it deems necessary in the best interest of all the members of the HOA and may fix a reasonable surcharge for the use of water in excess of 1000 cubic feet per month as determined from water meter records of water use.

## **ARTICLE XI PERSONAL OBLIGATION**

Section I. **Creation of Personal Obligation.** The owners of each lot owned within the North Star Planned Unit Development covenant to and with each other owner of any lot by acceptance of a deed or contract for purchase of any lot within the planned unit development, whether or not it shall be so expressed in said contract, is deemed to covenant and agree to and shall be a member of and subject to the

assessments and duly enacted By-Laws and other rules of the HOA. Each assessment shall be the personal obligation of the owner of each lot as of the date of assessment. This personal obligation shall not pass to successor in title unless expressly assumed by them.

Section II. **Rate of Assessment.** Annual, monthly and special assessments must be fixed at a uniform rate for each lot of each use designation: single-family residential, multi-family residential, light commercial and public lands and institutions. A fixed rate shall be authorized for water use above the base amount, 1000 cubic feet per month, for each additional 1000 cubic per month consumed. Vacant lots owned by the Developer shall be exempt from assessments.

Section III. **Special Assessments for Capital Improvements.** In addition to the monthly and annual assessments authorized above, the HOA may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, or replacement of a described capital improvement in the water system, wastewater system, roadways or drainage facilities, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section IV. **Quorum.** At a meeting called for the purpose of increasing an annual assessment or for levying a special assessment as provided above, the presence at a meeting of members or proxies entitled to cast forty percent of the total votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at such meeting, another meeting may be called, subject to the notice and the required quorum at any such subsequent meeting shall be one half of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty days following the preceding meeting.

Section V. **Commencement of Assessments.** The Board of Directors of the HOA is authorized to make the initial assessments at such time as it determines appropriate. The HOA shall upon demand at any time furnish a certificate in writing signed by an officer of the HOA setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section VI. **Nonpayment of Assessment.** Any assessments or installment payments on assessments, which are not paid when due shall be delinquent. If not paid within thirty days after the due date the amount shall bear interest from the date of delinquency at the rate of ten percent per annum. In addition, failure to pay an assessment subjects the lot owner to a suspension of services provided by, or use of facilities of the HOA during the period the assessment remains unpaid. The



HOA may also bring an action at law to collect the amount of the assessment, together with interest, costs and reasonable attorney's fees for such action.

## ARTICLE XII BOOKS AND RECORDS

The books, records and papers of the HOA shall at all times, during reasonable business hours, be subject to inspection by any members. The Declaration, Articles of Incorporation and the By-Laws and Covenants and all rules, conditions, or standards for the HOA shall be available for any member at the principal office of the HOA, where copies may be purchased at reasonable costs.

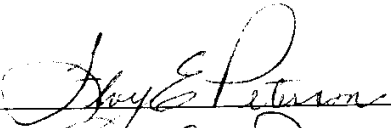
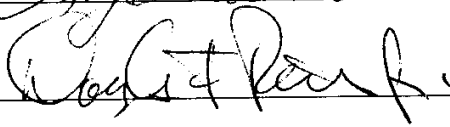
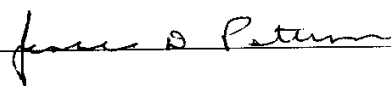
## ARTICLE XII FISCAL YEAR

The fiscal year of the HOA shall begin on the 1<sup>st</sup> day of January and end on the 31<sup>st</sup> day of December of every year except that the first fiscal year shall begin on the date of incorporation.

## ARTICLE XIII AMENDMENTS

These By-Laws may be amended at a regular or special meeting of the members by a vote of the majority of a quorum of members present, in person or by proxy. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, the undersigned, being all of the Directors of North Star Planned Unit Development Homeowner's Association have hereunto set their hands and seal this 20<sup>th</sup> day of DEC 2002

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
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## **EXHIBIT C - ARCHITECTURAL STANDARDS**

No dwelling house, garage, fence, enclosure, or other structure shall be erected, placed, or altered on any lot until the construction plans and specifications along with the proposed site plan therefore have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of the external design with existing structures, and location of the structure with respect to topography and finish grade elevation.

All plans and specifications shall be delivered by certified mail or hand delivered to a member of the committee. Approval or disapproval by the Architectural Control Committee shall be in writing. In the event the Committee fails to act within thirty (30) days after the proposed plans and specifications of any structure are received by the Committee, no specific approval shall be required for such structure and the pertinent provisions of this Declaration shall be deemed to have been fully complied with.

If no suit is commenced to enjoin construction of a dwelling house prior to its completion, said dwelling house shall thereafter be deemed to be in compliance with this Declaration.

The Architectural Control Committee is authorized in its absolute discretion to approve exceptions to this section so that children's play houses, or other similar structures intended to serve the residents of the adjoining dwelling house may be constructed. No such additional structures shall be utilized as an additional dwelling house or for purposed other than to serve the residents of the dwelling house.

Specific standards have been made a part of the RESTRICTIVE COVENANTS FOR NORTH STAR PLANNED UNIT DEVELOPMENT, and can be found in the body of this document.



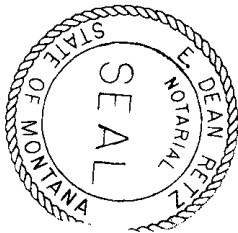
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STATE OF MONTANA  
COUNTY OF LEWIS & CLARK

This instrument was acknowledged before me on 20TH Dec 2006 by  
FLORIE PETERSON, DOUGLAS F. PETERSON JR & JOSE D. PETERSON AS DIRECTORS  
OF NORTH STAR PLANNED UNIT DEVELOPMENT HOMEOWNERS ASSOCIATION



E Dean Roth  
Notary Public for the State of Montana  
Residing at: HELENA, MT  
My Commission Expires:

NOTARY PUBLIC for the State of Montana  
Residing at Helena, Montana  
My Commission Expires October 6, 2007