

DALY ESTATES CC&R'S, BYLAWS AND AMENDMENTS  
as of MAY 2026

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RECORDED: 09/22/2006 9:45 COVENANTS  
*Medra P. Taylor*

CLERK AND RECORDER BY: *Tena L. Miller*

FEE: \$118.00

**DALY ESTATES HOMEOWNERS ASSOCIATION  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS RELATING TO  
THE DALY ESTATES SUBDIVISION**

THIS DECLARATION is made this 15<sup>th</sup> day of ~~August~~ <sup>September</sup>, 2006, by Legacy Pines, Inc., hereinafter referred to as "Declarant."

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain real property in Ravalli County, Montana, known as Daly Estates Subdivision and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof as is set forth in full herein; and

WHEREAS, Declarant wishes to place covenants, conditions, and restrictions upon said real property for the use and benefit of the property, the Declarant and the future owners of the property:

NOW, THEREFORE, Declarant hereby declares that all the property described above shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property as a desirable residential development. These easements, covenants, conditions, and restrictions shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the described property, or any part thereof, and shall inure to the benefit of each successor in interest to the owner thereto.

**ARTICLE I: DEFINITIONS**

Section 1. Association. "Association" shall be Daly Estates Subdivision Homeowners Association. The Declarant, after execution of this Declaration but before the sale of any lots, shall incorporate in the State of Montana a non-profit corporation to be named Daly Estates Homeowners Association. This 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.

Section 2. Properties. "Properties" shall be that certain real property described in Exhibit "A", Lots 1-60 and such other real property as hereafter may be brought within the jurisdiction of the Association.

*Rat*  
*MOH LLP*  
*PO BOX 747*  
*HAMILTON MT 59840*

Section 3. Common Properties. "Common Properties" shall include the water system, roadway system and common aspects of the property that may be brought within the jurisdiction of the Association.

Section 4. Lot. "Lot" shall be any plot of land shown upon any recorded plat map of the Properties subject to this Declaration, with the exception of dedicated streets and roads.

Section 5. Member. "Member" shall be every person or entity who is a Member of the Association as described in Article II.

Section 6. Owner. "Owner" shall be the recorded owner, whether one or more persons or entities, of any Lot which is a part of the Properties, including buyers under a contract for deed, but excluding those having any such interest merely as security for the performance of an obligation.

Section 7. Declarant. "Declarant" shall be Legacy Pines, Inc., a Montana corporation, its successors and assigns.

## ARTICLE II: MEMBERSHIP & VOTING RIGHTS

Section 1. Membership. Every person or entity who is a record Owner of any Lot, including buyers under a contract for deed, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, ownership of any such Lot which is subject to assessment by the Association. Ownership of any such Lot shall be the sole qualification for membership. The Association, if it acquires an interest in a lot which would otherwise qualify it for membership, shall not be considered a Member either for voting or assessment purposes.

Section 2. Voting Rights. Except as provided herein, the Members of the Association shall be entitled to one vote for each Lot in which they hold interest which qualifies for membership. The Declarant shall be entitled to four (4) votes for each Lot in which he holds an interest which qualifies for membership, so long as it owns two (2) or more Lots. When more than one (1) person or entity owns an interest in any such Lot, their vote shall be exercised as such persons or entities determine, but in no event may more than one (1) vote per Lot be cast, except as previously stated.

Section 3. Meetings. The association shall have meetings from time to time as called by a majority of the Lot owners by written notice mailed or delivered to each Lot owner at least fifteen days prior to the date of the meeting. Decisions of the Association shall be made by the membership by a simple majority of the Lot owners present at any meeting. Absentee Lot owners may assign their right to vote by written proxy.

### ARTICLE III: SERVICES

Section 1. Road System. Declarant has installed a road system to serve the Properties subject to this Declaration. Thereafter, the Association, pursuant to a Road Maintenance Agreement being recorded simultaneously herewith, shall be responsible for all maintenance of, improvements to and the operation of such system as an additional service to the members of the Association.

Section 2. Common Properties. Every Member shall have a right and an easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to, and shall pass with the title to, every Lot, subject to the following provisions:

- (a) The right of Homeowners' Association to provide reasonable restrictions on the use of the Common Properties for the overall benefit of its Members.
- (b) The right of the Homeowners' Association to assess fees for the repair, maintenance, and improvement of the water system, parkland, road system, and common areas.
- (c) The right of the Homeowners' Association to suspend the voting rights of any Member for any period during which any fees assessed against such Member's Lot remains unpaid.

Section 3. Community Water. The Association is responsible to maintain the community water providing service to Daly Estates in accordance with the Operation and Maintenance Plan. Copies of the Operation and Maintenance Plans have been submitted to both the Montana Department of Environmental Quality and the Declarant. The Association is required to retain the services of a certified water system operator in accordance with State Law, who will be responsible to complete specific and regular testing procedures for the water system. The Association shall assess fees to compensate for the costs of operating the water system in accordance with the Operation and Maintenance Plans for each respective system and for retaining the services of a certified operator.

Section 4. Additional Services. The Association may provide additional services as it sees fit. The Association may provide such services for all or a portion of the Properties within its jurisdiction or with which it may contract, and it may levy assessments on such portion of its Members or other as derive benefits from the services provided.

Section 5. Fees. The Association shall establish a fee schedule for providing said services (even though it is not used by the Lot Owner), which fees shall be considered as assessments, to be calculated, billed, and collected together with other assessments as provided in Article IV. Such schedule may include, but not be limited to, the assessment of:

- (a) charges for an initial hookup;
- (b) charges for use based on a flat rate and / or meter measurement;
- (c) additional charges for excess use;
- (d) charges for the maintenance, repair, and operation of the water system and park common areas;
- (e) charges for compliance with the provisions of this declaration are to include road maintenance.

Section 6. Rules and Regulations. The Association shall be authorized to establish such rules and regulations, as it deems appropriate for the reasonable provision of the services provided. They may include regulations for usage, restrictions on usage, and such other rules and regulations as are deemed reasonable for assuring proper provision of services or operation of the systems providing the same. Provisions may be made for suspending services for non-payment of assessments or abuse of established rules and regulation. Adjustment procedures may be provided.

Section 7. Indemnification of Adjoining Landowner. The Lot Owners hereby acknowledge that Daly Estates is in an area that historically is agricultural, and that they have purchased their respective lots with the understanding that agricultural practices will continue unhindered in the area surrounding Daly Estates in the future. The Declarant has executed an Indemnification Agreement whereby it agrees to indemnify Tammany Family Limited Partnership for any complaints resulting from normal agricultural practices on the following described property.

Tract B, Certificate of Survey No. 554354-R, records of the Clerk and Recorder of Ravalli County, Montana.

Once one (1) lot has been sold by Declarant in Daly Estates, the Daly Estates Homeowners Association shall assume all further liability with respect to the Indemnification Agreement, and Declarant's liability therein shall terminate.

#### ARTICLE IV: ASSESSMENTS

Section 1. Creation of Lien and Obligation. Each Lot Owner hereby covenants and agrees to pay to the Association all assessments to be fixed, established and collected from time to time as hereinafter provided. Such 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. Undeveloped Lots owned by the Declarant or its successors shall be subject to assessment at a rate as hereinafter defined. Such lien shall be deemed perfected upon filing with the County Clerk and Recorder of Ravalli County an account of the assessments due together with a correct description of the property to be charged with such lien, and it shall continue 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. It shall be deemed subordinate to all previously recorded or filed interest, and shall run with the land. 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 as of the time which such assessment became due. Delinquent personal obligations shall not pass to successors in title unless expressly assumed by them. This shall in no way limit the effect or validity of any lien against real property created and filed as provided herein. The Association may establish rules and regulations concerning the collection of obligations and the perfection of liens.

Section 2. Rate of Assessments. Except for lots owned by the Declarant, all assessments shall be fixed at a uniform rate per Lot. Undeveloped Lots owned by the Declarant shall not be subject to an assessment.

Section 3. Assessments. The general assessments levied by the Association shall be used for such purposes as are deemed desirable by the Association including, but not limited to: expenditures for construction, reconstruction, repair or replacement of any capital improvement; maintenance, upkeep, real property taxes, hazard and liability insurance, and related expenses in regard to any common properties; and, administrative costs of the Association incurred in enforcing the conditions, restrictions or charges set forth in this Declaration.

Section 4. Commencement of Assessments. The Association is authorized to commence initial assessments as herein authorized at such time as it determines appropriate. Each Lot Owner shall be required to pay a \$2,000 hook-up fee at Closing. This assessment, of which \$ 600 is for a meter to be installed by purchaser, the balance \$ 1400 shall be used for future maintenance of water system, and some of the monies may be allocated to the common properties. An annual assessment fee of \$200 shall be due on January 5. Written notice of assessments shall be sent to every Owner. The due dates shall be established by the Association. If the assessments are not paid by such due date, then interest shall begin to accrue on them at a rate to be determined by the Association.

Section 5. 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 such certificate. 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 individual Lots and the assessments due thereon.

Section 6. Nonpayment of Assessment. Any assessment which is not paid when due, shall be delinquent. The Association may bring an action at law to collect the amount of the delinquent assessment together with all interest, costs, and reasonable attorney fees incurred in such action, or it may take action to perfect and foreclose a lien for such assessment.

Section 7. Property Subject to Assessment. All Lots shall be subject to assessments by the Association as herein provided, except those lots acquired by the Association and the Common Areas.

#### ARTICLE V: PROTECTIVE COVENANTS

The following Protective Covenants are designed to provide a uniform plan for the development of the Properties. They shall constitute a covenant running with the land for each Lot within the Properties.

Section 1. Land Use and Dwellings. With the exception of the Common Area, none of the lots in the subdivision may be used or improved for other than private residential purposes, and no business, trade, nor manufacturing shall be conducted thereon except for homeowner occupations that are conducted entirely inside the residential structure, don't require customers, clients, or suppliers to travel to and from the property, and are not an annoyance or nuisance to the neighborhood. No more than one single family dwelling, garage housing up to three motor vehicles, and the usual and necessary outbuildings, shall be erected, placed or maintained on any lot. All single family dwellings shall be of new frame construction and on a poured foundation. Building materials shall be compatible with other housing in the community. It is requested to include a Marcus Daly Theme on all properties, such as, garage doors, copper, lamps, etc. All construction must comply with the Uniform Building Code.

Section 2. A. Building Site. No Lot shall have more than one (1) dwelling house located upon it. All structures must be completed within one year of commencement of construction and initial landscaping, at least to the extent of establishing a lawn on areas not otherwise occupied by structures, driveways or decorative plantings, must be completed IN 18 MONTHS. The plans for any building ("building plans") and certain related structures, must be submitted by the Owner, to and approved by the Declarant before any construction commences.

The Owner shall submit the following:

1. Address: current address and telephone number;
2. Site Plan: A site plan showing the location of the building, access easement and driveway on the Lot to be used, fences, septic tank, drain field layout in accordance with Daly Estate subdivision plat and any utility lines.

3. **Building Plans:** Building prints sufficient to be complete working drawings showing the foundation floor plans, (including the floor plans for any patio, deck, carport, garage detached or attached to a residence or other building), and all elevations and cross sections thereof, together with a specification list (including color) of exterior materials to be used as a foundation wall, siding, roofing or patio, and driveway.

**B. Declarant Approval.** The Declarant shall approve or disapprove the above plans. The approval shall be based on these Covenants, the materials used, harmony of external design and colors and with existing structures in the surrounding area, and grade elevations.

**C. Approval, Time Limit.** Individual approval or disapproval by the Declarant of the site plan, building plans and driveway plans shall be in writing. In the event the Declarant fails to act within thirty (30) days on any plan after the proposed plans have been submitted to the Declarant, no specific approval shall be required for any plan not acted on, and the pertinent provisions of these Covenants shall be deemed to have been fully satisfied for any plan not acted on. The thirty (30) day time limit to act shall begin the day following the day of Declarant's receipt of the plans.

**D. Submission.** The plans shall be submitted to either the Declarant's residence, personally or by certified mail with return receipt requested.

**E. Successor Committee.** The Declarant may appoint a committee composed of three (3) Owners to be an Architectural Committee to act thereafter in the Declarant's stead and in all other matters which may be required of the committee under these Covenants. Nothing is intended to prevent the Declarant from being a member of the committee.

### Section 3. Residences, Buildings, Setbacks, Etc.

**A. Setbacks.** Except as may be otherwise provided, all buildings or other structures on a Lot shall be set back:

- 1) **Front Setback:** Twenty-five feet (25') from the roadways;
- 2) **Side Setback:** Ten feet (10') from the adjoining boundary of any Owner;
- 3) **Other Setbacks:** Ten feet (10') from the adjoining boundaries.
- 4) As determined by Declarant

**B. Land Height.** A residence may be either single story or two story; however, the height of the dwelling shall not exceed thirty five feet (35') from ground level or lowest elevation unless approved by declarant.

**C. Residence Area.** No residence shall be permitted to be erected or placed on any Lot that comprises less than 1700 square feet of total living space on the ground floor, not including patios, decks, carports, basements and garages.

**D. Building Construction, Mobile Homes.** All buildings must be completely constructed on site to UBC Code, and of new construction; no trailer houses, mobile homes, double-wide mobile homes, modular homes nor the like, regardless of the materials used in their

construction shall be allowed on the Property.

E. Number of Buildings. No more than one (1) residence and one (1) outbuilding detached from the residence shall be permitted on any Lot.

F. Metal Roofs and Siding No metal roof shall be allowed, nor shall any metal be used on the exterior of any building, unless it is factory color coated and approved by Declarant.

G. Exterior Completed. The exterior of any dwelling must be fully completed within one year following commencement of construction; any other building must be completed within ONE YEAR from beginning of construction.

H. Energy Equipment. No solar energy collector panels or attendant hardware or other energy conservation or generation equipment shall be constructed or installed on any Lots unless it is an integral and harmonious part of the architectural design of a building and submitted as part of the building plans.

I. Antennas, Satellite Dishes, Tanks. No exterior antennas or aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, or other signals of any kind nor any storage tanks, including fuel and oil tanks, shall be placed, erected or maintained upon any portion of the Property, excepting: An Owner may install a satellite dish on a Lot if it reasonably screened from view of the Ways and other Lots by fence or non-deciduous shrubbery.

J. Driveways, Sidewalks and Bike Paths. All access easements and driveways shall be paved, (asphalt) between roadway and sidewalk and either pavement or concrete from sidewalk to parking area, at the time the exterior of residence is completed and maintained as originally approved by the Declarant. Any damage done to the sidewalks either during or subsequently shall be immediately repaired to the satisfaction of the homeowners association. Each Owner shall be responsible for maintenance sidewalks and bike paths, where applicable, on their lot(s).

K. Residence Occupation. No residence may be occupied until the exterior is completed.

L. Mail and Newspaper receptacles are to be located in a common area.

Section 4. Temporary Structures. No trailers, modular homes nor structure of a temporary character including, but not limited to, a recreational vehicle, basement, tent, shack, garage, barn, or other outbuilding, shall be used at any time as a residence, either temporarily or permanently, nor shall any building be occupied for residential purposes until it is completely finished.

Section 5. Fences. All perimeter fence shall be constructed of materials by owners in accordance with the design of the residence no more than four (4) feet in height. Fencing shall be limited to that portion of each lot from the rear of the property, and no fence shall be permitted on that portion of each lot between the rear of the dwelling and the street.

Privacy fencing may be installed around the rear patio/deck areas. Privacy fencing shall not exceed six (6) feet in height.

Section 6. Grade of Grounds. All dwelling houses shall be situated, and have a finished grade, so as to have positive drainage away from the building.

Section 7. Weed Control. All lot owners shall take preventive and reasonable measures to exercise weed control over their property. Upkeep of drainage area between pavement and sidewalk shall be kept vegetation free. All undeveloped lots shall be maintained at a mowed height of six (6) inches or less.

Section 8. Exterior Maintenance. Each Owner of a Lot shall provide exterior maintenance upon such Lot and structures, if any, to include the painting and repairing of structures; maintenance of fences; maintenance of the lawn and grounds to preclude weeds, underbrush, and other unsightly growths; and the prevention of refuse piles or other unsightly objects from accumulating or remaining on the grounds. In providing such exterior maintenance, the Owner shall utilize color and landscaping schemes that are harmonious with the surrounding area and consistent with generally accepted concepts for desirable residential developments. In the event any Owner shall fail or neglect to provide such exterior maintenance, the Association shall notify such Owner in writing specifying the failure and demanding that it be remedied within thirty (30) days. If the Owner shall fail or refuse to provide such exterior maintenance within the thirty (30) day period, the Association may then enter such Lot and provide required maintenance at the expense of the Owner. The full amount shall be due and payable within thirty (30) days after the Owner is billed therefore and shall become a special assessment upon that Lot. The Association may exercise all such rights to collect that assessment as it may other assessments pursuant to Article V. Such entry on the Lot by the Association shall not be deemed a trespass.

Section 9. Utilities. All utility lines shall be underground. The owner of each Lot shall pay all utility installation and monthly costs.

Section 10. Primary Heat Source. The primary heat sources for newly constructed residences must be at least 75% efficient. No wood burning stoves are permitted.

Section 11. Radon Exposure. The property owner understands and accepts the potential health risk from radon concentrations, which are presently undetermined at this location. Unacceptable levels of radon can be reduced through building design and abatement techniques incorporated into structures.

Section 12. Residential Outside Lighting. Private outside illumination equipment or fixtures shall not be constructed unless attached to a structure, or unless attached to a pole not to exceed 8 feet in height, which pole will conform to the general architectural plan of their residence. Mercury vapor lights are not permitted. Any electrical connection between the

residence or garage will be underground. All outside wiring shall be subterranean. Television, radio and other antennas located upon said premises are to be located so as to be inconspicuous.

Section 13. Septic System. No septic system shall be used on the Property unless its construction, or any later replacement or alteration thereof, has been first approved by proper authority according to the laws, rules and regulations of the State of Montana.

Section 14. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No building of any kind shall be erected, placed, or permitted to remain upon such easements.

Section 15. 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.

Section 16. Burning of Trash. Burning of trash and other materials is prohibited.

Section 17. Animals and Pets. No animals to be raised commercially.

Such permitted animals shall be kept within the Lot of their owner unless leashed or under the immediate control of their owner. Such animals shall not be permitted to become a nuisance or annoyance to the neighborhood. 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. Animal manure shall be removed from the premises or otherwise disposed of periodically so as not to become obnoxious, offensive, or a nuisance to surrounding residents. No commercial sales of any animals shall be permitted. Violations of these requirements regarding animals shall be considered a breach of these Protective Covenants, giving rise to such remedies as are allowed by law for the breach of any other covenant contained herein. Owners exercising pets in park area are responsible to clean up after their pets.

Section 18. Vehicles. No unlicensed vehicles to be kept on property shall be parked or allowed to remain in front of or along-side any building, or in a driveway, on any Lot, or on the adjoining streets. However, storage of such vehicles shall be allowed if they are stored in a garage, or stored behind the rear building line of a dwelling in an area screened from the view of adjoining Lots. This provision is not intended to preclude the entry of construction, maintenance, delivery, moving, or other such service vehicles while they are being utilized in connection with services for the property. No parking is allowed in the drainage area between the sidewalks and pavement.

Section 19. Signs. No advertising signs, billboards, or other 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 under construction, or for one small "For Sale"

sign per Lot. Until the Declarant sells all of the Lots in the development, it shall be permitted to place signs throughout the properties to promote the sale of Lots.

Section 20. Nuisances. No noxious nor offensive activity shall be carried on or permitted upon any of the Properties, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood; nor shall the premises be used in any way or for any purpose which may endanger the health and safety of, or unreasonably disturb the peace and quiet of, the resident of any Lot. Prohibited activities, for example, include, but shall not be limited to, a wrecking or junk yard for automobiles or equipment/machinery, a rendering plant, and a dumping ground for refuse or garbage. Neither an outdoor barbecue nor a wood stove shall be considered a nuisance.

Section 21. Damaged Property. Any dwelling damaged by fire or other casualty must be removed from the premises or repairs commenced within one hundred twenty (120) days of such damage unless an extension of time for such removal or repair is granted by the Homeowner's Association. The Homeowner's Association may pursue any and all legal and equitable remedies to enforce compliance and to recover any expenses incurred in connection therewith. Any cost incurred by the Association under this section shall become a special assessment upon the Lot of the Owner. The Association may exercise all such rights to collect that assessment as it may any other assessment pursuant to Article V.

Section 22. Woodpiles. – Not permitted.

Section 23. Damage or Destruction of Common Area by Owner. In the event the Common Area is damaged or destroyed by an owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorized the Homeowners' Association to repair said damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently. The amount necessary for such repairs shall become a special assessment upon the Lot of the Owner. The Association may exercise all such rights to collect that assessment as it may other assessments pursuant to Article IV.

Section 24. Discharge of Firearms Prohibited.

Section 25. Lot Splits. No additional or future split or division of Lots as noted on the recorded plat will be allowed.

Section 26. Waiver of Protest to Creation of SID/RSID. Owners and their successors in interest waive all rights in perpetuity to protest the creation of any rural or city special improvement district for any purpose allowed by law, including but not limited to any of the following: development and maintenance of a community wastewater system; and/or community

water system; or upgrading off-set access roads, including but not limited to paving, curbs and gutters, non-motorized transportation facilities, street widening and drainage facilities.

### **ARTICLE VI: LIVING WITH WILDLIFE**

Homeowners must accept the responsibility of living with wildlife and must be responsible for protecting their vegetation from damage, confining their pets, and properly storing garbage, pet food, livestock feed and other potential attractants.

Contact the Montana Fish, Wildlife & Parks office in Missoula (3201 Spurgin Road, Missoula, MT 59804) for brochures that can help homeowners "live with wildlife."

### **ARTICLE VII: GENERAL PROVISIONS**

Section 1. Duration. The covenants, conditions, charges, and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of, and be enforceable by, the Association, the Declaration or other Owner of any Lot subject to this Declaration, it or their respective legal representatives, heirs, successors, or assigns in perpetuity.

Section 2. Enforcement. Any Owner, the Declarant or the Association shall have the option and right to enforce, by any proceeding at law or inequity, 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, one to recover damages, or both. Failure by any Owner, or by the Declarant, to enforce any such provisions shall in no event be deemed a waiver of the right to do so thereafter. 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.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision(s), which shall remain in full force and effect.

Section 4. Amendment. The Declarant reserves the sole right to amend, modify, make additions to, or make deletions from this Declaration he alone deems appropriate. This includes, but is not limited to, the right to add real property to this declaration as set forth in Article I, Section 2. This right of the Declarant to make such amendments shall continue for so long as Declarant is a member in the Association. After that time the right to amend shall pass to the Association to be exercised only upon a concurrence. Amendments must be recorded in the office of the Clerk and Recorder, Ravalli County, Montana.

Notwithstanding the foregoing, all provisions regarding the water system, park/common area(s) and road system are perpetual and cannot be rescinded unless the county or the state agrees to assume maintenance described by the agreement in perpetuity. Provisions pertaining to the water system, sewer system, and road system may be amended, but not so as to make any provision less strict or less inclusive. As a policy, Ravalli County does not assume maintenance of roads, water systems, wastewater systems and parkland.

Section 5. Liability of Declarant. The Declarant shall have no liability for any of his actions or failures to act, or for any action or failure to act of any Owner of any Lot in Daly Estates Subdivision.

Section 6. Waiver of Liability. All users of the road(s) subject to this agreement shall use it at their own risk and hazard. The Declarant or any Owner shall not be liable for any damage or loss of any kind, which may be suffered by any person, which may result from the road's construction and/or maintenance. Accordingly, all persons using the road(s) for any reason are deemed to have consented to the provisions of this paragraph, and waive any claim they may have for any such liability, and agree to release and hold harmless the Declarant and/or any owner.

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

LEGACY PINES, INC.

  
BRET G. MILDENBERGER

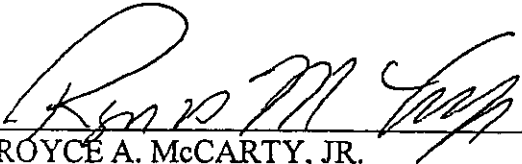
  
KELLIE MILDENBERGER

STATE OF MONTANA     )  
  : ss  
County of Ravalli     )

On this 15<sup>th</sup> day of September, 2006, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **BRETT G. MILDENBERGER** and **KELLIE MILDENBERGER**, known to me to be the President and Secretary/Treasurer of Legacy Pines, Inc., respectively, and the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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



  
\_\_\_\_\_  
ROYCE A. McCARTY, JR.  
Notary Public for the State of Montana  
Residing at Hamilton, Montana  
My Commission expires: March 23, 2008

RECORDED: 09/22/2006

9:53 MISC

CLERK AND RECORDER BY:

*Tena L. Miller*

FEE: \$76.00

*Nedra P. Taylor*

**BY-LAWS OF**

**DALY ESTATES HOMEOWNERS ASSOCIATION**

**ARTICLE I - OFFICES**

The initial principal office of DALY ESTATES HOMEOWNERS ASSOCIATION, (hereafter the "Association"), shall be located at P.O. Box 1707, Hamilton, Ravalli County, Montana.

**ARTICLE II - ADOPTION OF COVENANTS AND AGREEMENTS**

Together with the final plat of Daly Estates was filed "the Declaration of Restrictive Covenants, Conditions, Restrictions and Easements. (hereinafter the "Covenants"). All Members of the Association will be bound by Covenants. The Association hereby adopts the Covenants, and each and every provision of them as documents integral to managing the Association, its membership, Daly Estates, and related properties.

**ARTICLES III - PURPOSES**

The Association was formed for the purposes stated in its Articles of Incorporation and to administer and manage the rights, obligations and provisions set forth in the Covenants. A further amplification of those purposes includes:

- (a) To develop a residential community designed for safe, healthful and harmonious living;
- (b) To promote the collective and individual property and civic interests and rights of all persons and entities owning property qualified for Membership in the Association;
- (c) To manage the use, operation and maintenance of any commonly owned facilities, such as the water system, roads, the storm water drainage facilities, parkland and pedestrian facilities;
- (d) To assist the owners of all vacant and unimproved lots in maintaining such lots in good condition and preventing such lots from becoming a nuisance and a detriment to the beauty of Daly Estates and to the value of the improved lots therein; and, to take any action with reference to such vacant and unimproved lots as may be necessary or desirable to keep them from becoming a nuisance or detriment;

Ret MOK LLP  
PO Box 747  
HAMILTON  
09855 MT 59840

(e) To promote cooperation among Members in the enforcement of the provisions of the Covenants as well as any other covenants, conditions, restrictions, rules, policies and regulations as shall hereafter be established by the Association;

(f) To do any and all things necessary to promote the general welfare of the lot owners and residents of the properties qualified for membership in the Association; and,

(g) This Association shall not engage in political activity nor pursue political purposes of any kind or character.

#### **ARTICLE IV - MEMBERS**

Except as set forth in the Covenants with regard to the Developer, the Association shall have only one class of member. Every person or entity, including buyers under a contract for deed, who is a record owner of a lot in Daly Estates, a platted subdivision of Ravalli County, Montana, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separate from, ownership of any lot which is subject to assessment by the Association. Ownership of any such lot shall be the sole qualification for membership. The Association, if it acquires an interest in a lot which would otherwise qualify it for membership, shall not be considered a member either for voting or assessment purposes.

Membership shall include an undertaking by every member to comply with, and to be bound by, the aforementioned Covenants, the Association's Articles of Incorporation, these By-Laws, and any amendments thereto. Further, every member shall comply with, and be bound by, the policies, rules and regulations at any time adopted by the Association.

#### **ARTICLE V - VOTING RIGHTS**

Except as set forth in the Covenants with regard to the Developer as a member, members of the Association shall be entitled to one (1) vote for each lot in which they hold an interest which qualifies for membership. When more than one person or entity owns a joint or collective qualifying interest in any lot, their vote shall be exercised as such persons or entities determine, but in no event may more than one (1) vote per lot be cast. Except where one of the afore-mentioned Agreements or these By-Laws shall require a super-majority vote in specific instances, and subject to the procedural rules in those Agreements or these By-Laws, a vote of the majority of the Association's members shall be sufficient for the making of its decisions. The voting rights of members shall be subject to the following rules:

(a) To be entitled to vote on any matter submitted to a vote of the members, a member must be in good standing. "Good standing" shall mean that such

member is paid current as to all fees, dues or assessments levied by the Association and is not currently in violation of any provision of the Covenants, the Agreements, the Articles of Incorporation, these By-Laws, or any amendment thereto.

(b) At membership meetings all votes shall be cast in person, or by an attending proxy registered with the Secretary of the Association.

(c) The Board of Directors is authorized to establish rules and procedures for the registration of a valid proxy, for membership voting by mail, and for voting by written ballot without a membership meeting.

### **ARTICLE VI - MEETINGS OF MEMBERS**

**Annual Meeting.** The Association shall hold an annual meeting of its members for the purpose of electing Directors, and for other purposes, in Ravalli County, Montana. The date, time and place of each annual meeting shall be fixed by the Directors.

**General Meetings.** The Board of Directors may establish a schedule of regular meetings of the Members and may call special meetings of the Members. The President or the Board of Directors must call a special meeting within fifteen (15) days of a request for such meeting by not less than twenty percent (20%) of the Members having voting rights.

**Notice of Meetings.** No written notice need be given of regularly scheduled meetings of the members. Written notice stating the place, day and hour of annual and special meetings of the members shall be delivered personally or by mail or facsimile transmission to each member entitled to vote at such meetings not less than ten (10) days before the date of such meeting.

**Quorum.** Members holding fifty percent (50%) of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the members. In the absence of a quorum, a majority of the Members present may adjourn the meeting from time to time without further notice.

**Road Maintenance Meetings.** To the extent that provisions relating to meetings contained in the Road Maintenance Agreement differ from the foregoing meeting provisions, the provisions in said Agreement shall govern meetings held specifically for the purpose of dealing with road maintenance issues.

### ARTICLE VII - BOARD OF DIRECTORS

**General Powers.** The affairs of the Association shall be managed by the Board of Directors, subject to the instructions of the members at a regular meeting, or subject to the approval of the membership as expressed by a vote of the membership.

**Number and Tenure.** The number of Directors shall be not less than three (3). Each Director shall be a Member of the Association and shall hold office until the next annual meeting of the members and until his or her successor shall have been elected and qualified. The Board of Directors, subject to ratification by the membership, may increase the number of Directors and may increase and/or stagger the terms of Directors.

**Meetings.** The Board of Directors shall meet regularly at least once each year, at a time and place it shall select. A special meeting of the Board of Directors may be called by, or at the request of, the President or any two (2) Directors.

**Notices.** Written notice of any special meeting of the Board of Directors shall be given at least seven (7) days prior to such meeting by personal delivery, mail or facsimile transmission. Any Director may waive notice of any meeting.

**Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Directors is present at such meeting, a majority of the Directors present may adjourn the meeting from time to time, and without further notice.

**Manner of Acting.** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws.

**Vacancies.** Any vacancy occurring in the Board of Directors, and any directorship to be filled by reason of the increase in the number of Directors, shall be filled by election by the membership. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

### ARTICLE VIII - OFFICERS

**Officers.** The officers of the Association shall be a President, a Vice-president, a Secretary, and a Treasurer, or as determined by a vote of the membership.

**Qualifications and Method of Election.** The officers shall be members of the Association, shall be elected by the Board of Directors, and shall serve for a term of one (1) year. The President shall be a member of the Board of Directors.

**President.** The President shall preside at all meetings of the Association and the Board of Directors at which he or she is present, shall exercise general supervision of the affairs and activities of the Association and shall serve as a member ex officio of all standing committees.

**Vice President.** The Vice-president shall assume the duties of the President during the President's absence.

**Secretary.** The Secretary shall keep the minutes of all of the meetings of the Association and the Board of Directors, which shall be an accurate and official record of all business transacted. The Secretary shall be custodian of all Association records.

**Treasurer.** The Treasurer shall receive all funds, keep them in a bank or other savings institution approved by the Board of Directors, and pay out funds only on notice signed by the Treasurer and by one other officer. The Treasurer shall be a member ex officio of the finance committee.

**Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by any member of the Board of Directors for the unexpired portion of the term.

#### **ARTICLE IX - ASSESSMENTS**

**Authority.** The Association shall have the authority to levy assessments on its members in conformance with this Article IX and subject to further policies, rules, regulations and procedures promulgated by the Association fixing assessment amounts, establishing procedures for collection, and providing for other administrative necessities.

**Voting.** The Association shall have the authority to establish requirements for any voting super-majorities it deems necessary for the levy of assessments, or specific types or kinds of assessments, for increasing previously established assessment amounts, or for any other assessment-related matter.

**Kinds of Assessments.** The Association shall have the authority to establish membership dues, user fees, and other forms of charges for any purpose. All such charges shall be deemed "assessments," the levy, status and collection of which shall be governed by this Article IX and the assessment policies, rules, regulations and procedures established by the Association.

**Annual Dues.** Except as set forth in the covenants with regard to the developer, the Annual dues shall be the same for each member. The amount of the annual dues and the date upon which they shall be due and payable shall be set by the Association. The Association shall have the authority to establish rules and procedures for the proration of such dues and for the assignment of prepaid dues.

**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 the specified lot have been paid. A reasonable charge may be made by the Association for the issuance of such certificate. 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 individual lots and the assessments due thereon.

**Nonpayment of Assessments.** Any assessment which is not paid when due shall be delinquent. The Association may bring an action at law to collect the amount of the delinquent assessment together with all interest, costs, and reasonable attorney fees incurred in such action, or it may take action to perfect and foreclose a lien for such assessments.

**Good Standing.** When any member shall be in default in the payment of any assessment or dues for a period of sixty (60) days from the date upon which such assessments or dues become payable, such member shall, for voting purposes, not be considered to be a member in good standing. Until assessments and dues in default are fully paid, such member shall have no rights of any kind arising out of his or her membership in the Association. Upon the failure by a member to pay assessments or dues in default within sixty (60) days of the certified mailing to him or her of a written notice of such default from the Association, the amount in default shall become a lien upon such member's lot in favor of the Association, and the Association shall have the right to record a notice of claim of lien and to proceed on such claim in accordance with the provisions of Montana law for the foreclosure and enforcement of liens. In the event that the Association shall not record a lien, it shall have the right to commence an action against the member in default personally for the collection of the assessments or dues in any court of competent jurisdiction.

**Creation of Liens and Obligations.** Each lot owner hereby covenants and agrees to pay to the Association all assessments to be fixed, established and collected from time to time. Such assessments, together with interest and costs of collection, 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 Ravalli County an account of the assessments due together with a correct description of the property to be charged with such lien, and it shall continue 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. It shall be deemed subordinate to all previously recorded or filed interests, and shall run with the land. Each such assessment, together with interest and costs of collection, shall also be the personal obligation of the owner of such lot as of the time which such assessment became due. Delinquent personal obligations shall not pass to successors in title unless expressly assumed by them. This shall in no way limit the effect or validity of any lien

against real property created and filed as provided herein. The Association may establish rules and regulations concerning the collection of obligations and the perfection of liens.

**Excess Accumulations.** In the event that the Association shall determine that it holds adequate fiscal reserves to meet the foreseeable needs of the Association OR that a further accumulation of reserves may put the nonprofit status of the Association at risk, the Association shall have the authority to reduce or forego additional assessments, dues, fees and/or other charges to an extent deemed to be in the best interest of its Membership.

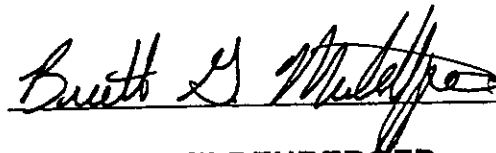
**ARTICLE X - FISCAL YEAR**

The Association's fiscal year shall be the calendar year.

**ARTICLE XII - AMENDMENT**

Any proposed amendment to the By-Laws must be signed by at least three (3) members and submitted to the Association in writing. The written notice of any meeting of the members during which it is intended that there shall be discussion or a vote of or upon an amendment to these By-Laws shall contain a printing of the proposed amendment, in full. If a written amendment is submitted at a meeting of the members, without prior notice to the members, no vote upon such amendment may take place until the next meeting of the members. A proposed amendment shall become effective when approved by a majority of the members entitled to vote OR when approved by a super-majority of such members if such a requirement has been previously established by them for the approval of By-Law amendments.

The foregoing By-Laws were approved and adopted this \_\_\_\_ day of August, 2006.

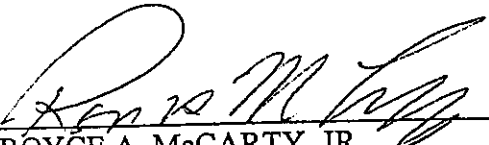


BRETT G. MILDENBERGER

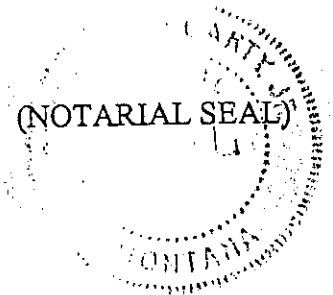
STATE OF MONTANA     )  
  : ss  
County of Ravalli     )

On this 5<sup>th</sup> day of September, 2006, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **BRETT G. MILDENBERGER**, known to me to be the President of Legacy Pines, Inc., and also known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

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

  
\_\_\_\_\_

ROYCE A. McCARTY, JR.  
Notary Public for the State of Montana  
Residing at Hamilton, Montana  
My Commission expires: March 23, 2008



Return to:  
Legacy Pines  
P. O. Box 1707  
Hamilton, MT 59840

AMENDMENTS TO DALY ESTATES HOMEOWNERS  
ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS RELATING TO THE DALY ESTATES SUBDIVISION

These Amendments amend Daly Estates Homeowners Association Declaration of Covenants, Conditions and Restrictions recorded September 22, 2006, as Instrument No. 577740, records of Ravalli County, Montana.

**Article V, Section 5 shall be amended to entirely read as follows:**

Section 5. Fences. All fencing shall be constructed of materials by owners in accordance with the design of the residence. Backyard fencing across the rear of the property line and to the rear of the dwelling shall not exceed (6) feet in height. This includes privacy fencing. Side yard fencing from the rear of the dwelling to the front of the dwelling shall not exceed four (4) feet in height. Fencing across the front yard, other than not-to-exceed three (3) feet decorative or ornamental (e.g., picket, iron, or split rail) is not allowed. Fencing in the front yard is not allowed, other than not-to-exceed (3) feet decorative or ornamental (e.g., picket, iron, or split rail) as approved by the Architectural Committee.

**Article V, Section 17 shall be amended to entirely read as follows:**

Section 17. Pets: Pets are allowed but are the sole responsibility of the owner(s). Any pets that become a nuisance or hardship to the HOA shall be removed from the premise by their owner. No dogs or cats or other common household pets can be secured or penned in any common areas.

NO Livestock or wild animals are allowed. No commercial raising or boarding of any pets. Any litter, feces, or damage caused by pets within the HOA Common Areas shall be the pet owner's responsibility to clean up or remedy immediately. All pets taken into the Daly Estates subdivision shall be restrained by a leash.

**Article V, Section 18 shall be amended to entirely read as follows:**

Section 18: No partially assembled, wrecked or unassembled vehicle or other machinery, motor vehicle, camper, motor home, travel trailer of any type, recreational vehicle, motorcycle, moped, or boat shall be permitted to be parked or stored at any place on the property, except in a residence, garage or outbuilding. The prohibitions on parking and storage contained in this paragraph shall not apply to 1) to temporary parking by guests, commercial vehicles while being used for construction on the property or providing pick-up, delivery or other commercial services; 2) the parking on a driveway of passenger automobiles which are actually being used on a regular basis for family transportation when the garage is filled, and 3) one factory colored travel trailer, motor home or pickup camper designed and being used for off-premises recreation may be kept on a Lot by an Owner; provided it is parked or being stored parallel and reasonably close to the side of a garage. Any travel trailer or motor home shall be only be parked with its wheels on.

**Article V, Section 18 shall be added to as follows:**

Section 18: Open carports, attached or unattached, to a residence are prohibited and will not be approved by the Architecture Committee.

Nedra P Taylor CLERK AND RECORDER BY: Holly Olsen FEE: \$7.00

Return to:

Legacy Pines, Inc.  
P. O. Box 1707  
Hamilton, MT 59840

**AMENDMENT TO DALY ESTATES HOMEOWNERS  
ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS RELATING TO THE DALY ESTATES SUBDIVISION**

This Amendment amends Daly Estates Homeowners Association Declaration of Covenants, Conditions and Restrictions recorded September 22, 2006, as Instrument No. 577740, records of Ravalli County, Montana.

**Article V, Section 18 shall be amended to entirely read as follows:**

Section 18. Vehicles. No partially assembled, wrecked or unassembled vehicle or other mechanical apparatus or equipment, nor any farm machinery, motor vehicle, camper, motor home, travel trailer or trailer of any type, recreational vehicle, motorcycle, moped, or boat shall be permitted to be parked or to be stored at any place on the property, except in a residence, garage, outbuilding, or under a carport attached to a residence. The prohibitions on parking and storage contained in this paragraph shall not apply 1) to temporary parking by guests, commercial vehicles while being used for construction on the property or providing pick-up, delivery or other commercial services; 2) the parking on a driveway of passenger automobiles which are actually being used on a regular basis for family transportation when the garage is filled, and 3) one factory colored travel trailer, motor home or pickup camper designed and being used for off-premises recreation may be kept on a Lot by an Owner; provided it is parked or stored parallel and reasonably close to the side of a garage. Any travel trailer or motor home shall only be parked with its wheels on.

**Article V, Section 27 shall be added as follows:**

Section 27: Garbage Containers. Garbage containers may be placed on an access easement during the night before and the day of garbage pick up by a commercial hauler. It is then to be removed from sight.

The preceding amendment and addition have been voted upon and accepted in accordance with the Daly Estates Homeowners Association.

LEGACY PINES, INC.

BY: Kellie D. Mildenerger  
Kellie D. Mildenerger, Sec/Treas

10/19/06  
Date

STATE OF Montana  
COUNTY OF Ravalli

}  
} ss:  
}



STATE OF MONTANA RAVALLI COUNTY Page: 1 of 2

DOCUMENT: 804924 COVENANTS

RECORDED: 5/7/2025 11:15:20 AM

Regina Plettenberg, CLERK AND RECORDER

Fee \$16.00 By

Deputy

Return to:

Cardinal Properties

320 South Second St.

Hamilton, MT 59840

AMENDMENTS TO DALY ESTATES HOMEOWNERS  
ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS RELATING TO THE DALY ESTATES SUBDIVISION

These Amendments amend Daly Estates Homeowners Association Declaration of Covenants, Conditions and Restrictions recorded September 22, 2006, as Instrument No.

577740, records of Ravalli County, Montana.

**Amendment to Article V, Section 18, item 3) shall be amended to entirely read as follows:**

3) one factory colored motor home, pickup camper, or recreational trailer that includes factory equipped living quarters designed for accommodation and used for off-premises recreation may be kept on a lot by an Owner, provided it is parked or being stored parallel and reasonably close to the side of the garage with its wheels on. "Enclosed travel trailers" without windows or factory equipped living quarters designed for accommodation, "work trailers" or "toy trailers" or "utility trailers" are prohibited and must be stored off-premises.

**Article V, Section 1 shall be added to as follows:**

All short-term rentals of less than thirty (30) days are prohibited.

The preceding amendments and addition have been voted on and accepted in accordance with Daly Estates Homeowners Association.

DALY ESTATES HOA

By: Bonnie Cushing

Bonnie Cushing, President, Daly Estates HOA

5.7.25

Date

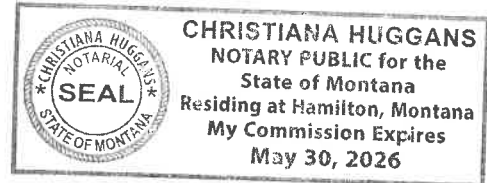
STATE OF Montana

}

} ss:

COUNTY OF Ravalli

}



**ACKNOWLEDGMENT**

State of MONTANA County of RAVALLI

On this 7<sup>th</sup> day of MAY, 2025.

\* BONNIE CUSHING personally appeared before me,

who is personally known to me,

\* whose identity I verified on the basis of MT DL

whose identity I verified on the oath/affirmation of \_\_\_\_\_

a credible witness, to the signer of the foregoing document, and he/she acknowledged that he/she signed it.

Cushing  
Notary Signature

MAY 30<sup>th</sup>, 2026  
My Commission Expires

\* President