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STATE OF MONTANA MADISON COUNTY
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AMENDED AND RESTATED PROTECTIVE COVENANTS
OF
SUNDANCE BENCH OWNERS' ASSOCIATION, INC.

CAMERON
MADISON COUNTY
MONTANA

October 2023

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SUNDANCE BENCH
PROTECTIVE COVENANTS

THIS DECLARATION of conditions, covenants, restrictions, regulations, reservations, and easements affecting the hereinafter described property, hereinafter called SUNDANCE BENCH, MADISON COUNTY, MONTANA, made and executed this 1st day of October 2023.

WITNESSETH

WHEREAS, those hereinafter referred to as the "Owners" are the Owners of real property, hereinafter described in Article I of the Declaration, and are desirous of subjecting the real property described in said Article I to the conditions, covenants, restrictions, regulations, reservations, and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each Owner thereof, and parcel thereof, and shall apply to and bind the successors in interest and any Owner thereof.

NOW, THEREFORE, the Owners hereby declare that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold, conveyed, and occupied subject to the conditions, covenants, restrictions, regulations, reservations, and easements, recorded in Madison County in October 2023, shall completely replace all covenants recorded prior to this date.

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION
OF PROTECTIVE COVENANTS

The real property, which is and shall be conveyed, transferred, occupied, and sold subject to the conditions, covenants, restrictions, regulations, reservations, and easements, as set forth in the various clauses and covenants of the Declaration, is in the County of Madison, State of Montana, and more particularly described as follows:

A tract of land located in the Northwest One-quarter (NW ¼), the Northeast One-quarter (NE ¼), Southwest One-quarter (SW ¼) and the Southeast One-quarter (SE ¼) of Section 25 and the Southwest One-quarter (SW ¼) of Section 24, Township 11 South, Range 1 East M.P.M., Madison County, Montana.

ARTICLE II

GENERAL PURPOSES OF CONDITIONS

1. The real property described in Article I hereof is subject to the conditions, restrictions, regulations, reservations, and easements hereby declared in order to insure the best use and most appropriate development and improvement of each building site, to protect the Owners of building sites against such improper use of surrounding building as will depreciate the value of their property, to preserve, so far as practicable, the natural beauty of such property, to prevent the erection of structures built of improper or unsuitable materials, to insure the highest and best use and development of said property, to encourage and secure the erection of attractive buildings thereon, and in general to provide adequately for a high quality of improvements on the Sundance Bench. The property hereinbefore described is made specifically subject to the following regulations.

ARTICLE III

RESIDENTIAL LAND USE REGULATIONS

A. USE PERMITTED

1. No current tract may be further subdivided.
2. Only one permanent single-family dwelling shall be permitted on a single tract. In addition to the dwelling, there may be added: private garage, guesthouse, servants' quarters, barn, and other outbuildings incidental to residential use of the premises.
3. No single-family dwelling home on any tract shall have less than one thousand (1,000) square feet of ground floor area. No single-family dwelling home built on any tract acquired after December 19, 2017, shall have less than one thousand-five hundred (1,500) square feet of ground floor area. This is exclusive of garages, carports, porches, or any other addition thereto. No dwelling, building, or structure shall be constructed on any lot in the subdivision to a height greater than thirty-five (35) feet above grade.
4. All exterior construction must be completed within one year from date of commencement of construction.
5. One temporary building such as a storage shed or shop may be used on any tract during the course of continuous construction, not to exceed one year from start of construction.
6. No permanent dwelling can be used as a dwelling until the house is completely enclosed and the roof is on.

7. No rentals, timeshares, or house swaps shall be permitted. No store, theater, tavern, or entertainment establishment of any kind, or shop of any kind, set up as a permanent or temporary business for the purpose of any commercial operation, shall be permitted upon any lot at any time.
8. Any tract may be used by the Owner or his guests prior to a permanent dwelling being placed on it for purposes of a vacation. Until a permanent residence is established, parking of mobile homes, campers, and trailers on the Owner's property shall be allowed for a period not to exceed 30 days in any one year.

B. RECREATION AREA

TRACT "A", an area of 31.7 acres, more or less, is hereby designated as a common recreation area. This area permits all the Owners in the Sundance Bench to peacefully enjoy access to the Madison River. For purposes of this Section, Owners are limited to no more than two persons regardless of the number of persons who hold title to the property. If more than two people hold title in a property or title is held by a business entity or trust, the property owners must designate in writing to the Board which two persons shall be considered an Owner for purposes of this Section and such designation shall be in effect for a minimum of two years. Ownership and maintenance of said area shall remain in the Sundance Bench Owners' Association, Inc. The Sundance Bench Owners' Association shall govern the use of the common property.

C. EASEMENTS

In addition to the easements shown on the plat of the Sundance Bench, which are hereby reserved for wires, pipes, and conduits for heating, lighting, electricity, gas, telephones, cable television, sewer, drainage, water, or any other utility purposes, easements and right of way *Ten* (10) feet in width are hereby reserved for the aforesaid purpose together with the right of ingress and egress for maintenance and repair for such purposes along the front, back, and side *property* lines of each lot contained in said subdivision. The main telephone and electrical lines shall follow the established roads wherever practical. Foot traffic is permitted on property easements.

1. The only roads permitted in Sundance Bench subdivision shall be those dedicated to the legal Owners of Sundance Bench property as set forth on the plat thereof. The restriction against roads, however, shall not prohibit the use of driveways for access to private residences on the tracts from the common roads fronting said tracts.
2. All road easements as shown on the plat shall include a corresponding easement for drainage, electricity, telephone, lighting, bicycle and bridle paths, and pedestrian traffic.

3. Easement areas may be landscaped by property owners so as to enhance their appearance so long as the landscaping does not interfere with the use of the property as an easement.
4. No utility service line or facility shall be installed or replaced without the prior approval of the Board of Directors. All easement areas must be restored, at the expense of the utility or service entity doing such work, as near as possible, to the condition that existed previous to such work. At the discretion of the Board of Directors a bond may be required of the utility service entity to insure compliance with this provision.
5. In addition to foot traffic, said easements shall only be used for installation, maintenance, and repair of utilities and shall not be used as through roads.
6. The roadway easement between lots 17A and 18 shall only be used for a trail to accommodate ATV's and/or foot traffic. The width of the trail at any point shall not exceed 6 feet.

D. LIVESTOCK

Animals and livestock may be raised, bred, or kept on any part of an owner's property under the following conditions.

1. No animals or livestock may be kept, bred, or maintained for any commercial purpose. No more than five (5) large animals may be kept on any tract.
2. Any livestock kept on said property must be fenced in by the owner of said property.
3. No poultry of any type may be kept on any part of the property for any purpose.
4. No swine of any kind shall be permitted on the property for any purpose.

E. STORAGE OF MATERIALS

Supplies or equipment, boxes, refuse, trash, materials, machinery or machinery parts that shall distract from the esthetic value of the property shall be placed and stored in buildings for that purpose.

F. SIGNS

No signs of any kind shall be displayed to the public view on any part of the property except one sign of not more than eight (8) square feet for identification purpose or one sign of not more than five (5) square feet advertising any portion of the property for sale.

G. USE OF EASEMENTS

No dwelling or improvement shall be placed on, nor shall any material, equipment or refuse be placed on, any part of said property within the area of the easement reserved as indicated on the plat of the property filed in the office of the Clerk and Recorder of Madison County, Montana, or the easement reserved and created in these Protective Covenants.

H. NUISANCE

No noxious or offensive activity shall be carried on upon any portion of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All animals must be confined to the Owner's property and be under direct control.

I. GARBAGE AND REFUSE DISPOSAL

No part of the property shall be used or maintained as a dumping ground for rubbish, trash, slash, garbage, debris, or other waste, except when kept in sanitary containers, which shall be disposed of properly. All incinerators or other equipment for disposal of such materials shall be kept in sanitary condition and reasonable precautions shall be taken against fire hazards.

J. BOUNDARY FENCES

All outside boundary fences shall be constructed of new or native material, and it is the duty and obligation of each Owner to construct and maintain suitable fences to keep his livestock on his tract only.

K. WATER AND SEWAGE

At such time as a permanent dwelling house is constructed upon the tract, each Owner shall be required to construct underground sanitation facilities in conformity with the laws of the State of Montana, and the same shall be placed upon each tract so as not to create any unsafe conditions, or create any nuisance to Owners of adjoining tracts.

Except on tracts that may contain uncontaminated springs, all water for domestic and culinary purposes shall be drawn from drilled wells. Nothing herein contained shall be construed to prevent owners of tracts from constructing common water or sanitation facilities by private agreement, so long as the same meet with these requirements and the sanitation laws of the State of Montana.

ARTICLE IV

SUNDANCE BENCH OWNERS' ASSOCIATION, INC.

An Owners' Association has been formed for the purpose of development and operating the subdivision and the common area, including the recreational facilities and roads. All Owners of real property in the subdivision shall be members of such Owners' Association and shall be bound by the provisions of the Covenants and By-Laws of such Association. The Association shall have the authority to make such charges and assessments to the members as are reasonably necessary to carry out its functions and duties. The Association shall have the power to levy assessments upon a sixty-six percent (66%) vote of the membership.

A. PRINCIPAL OFFICE

The principal office of the association shall be located in the County of Madison, State of Montana, but meetings of the members and the Board may be held at such place in the State of Montana as the Board of Directors may from time to time designate.

B. MEMBERSHIP AND VOTING RIGHTS

1. Membership:

(a) Qualifications: The Owner(s) of each lot in SUNDANCE BENCH SUBDIVISION shall designate one principal owner who shall be the voting member of the Association. Ownership shall be the sole qualification for membership in the Association.

(b) Members Rights and Duties: Each member shall have the rights, duties, and obligations set forth in these Covenants, the By-Laws, and any rules adopted by the Board in accordance with the Covenants and By-Laws.

(c) Transfer of Membership: The Association membership of each Owner shall be appurtenant to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or allocated in any way except upon the transfer of title, and then only to the transferee. Any attempt to make a prohibited transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant to the new owner thereof.

- (a) Class of Membership: The Association shall have one class of membership.
- (b) Number of Votes: Each 20-acre lot shall have two (2) votes, to be cast by the voting member or by a designated proxy. If a 20-acre lot is subdivided, each resulting 10-acre residential lot shall have one (1) vote, to be cast by the voting member or a designated proxy.

C. MEMBERSHIP RIGHT AND PRIVILEGES

Each member shall have all the rights and privileges of ownership, including, but not limited to, rights to access and use the common area granted to the members by these Covenants or the By-Laws, subject to such limitations as may be imposed in accordance therewith. No member shall have the right, without the prior approval of the Board, to exercise any of the powers or to perform any of the acts of the Covenants or the By-Laws delegated to the Board or the Association.

D. MEETINGS OF MEMBERS

Annual Meetings: A meeting of the Association shall be held annually, at a time and place to be determined by the Board of Directors, for the purpose of transacting business of the Association.

ARTICLE V

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of five (5) directors, who must be members of the Association. The Board may make such reasonable rules and By-Laws and adopt such procedures as it deems necessary to carry out its functions.

ARTICLE VI

COVENANT CONTROLA. TERMS OF COVENANTS

Except as provided herein, each of the conditions, covenants, restrictions, regulations, and reservations set forth herein shall continue to be binding upon the Owners and upon their successors and assign, and upon each of them, and all parties and all persons claiming under it or them, provided however, that the owners of sixty-six percent (66%) of the property which is the subject of this Declaration may release all of the land so restricted for any one or more of said restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purposes, and filing the same for record in the office of the County Clerk and Recorder of Madison County, Montana. Unless a formal vote to abandon these covenants is passed, they have no expiration date and are to remain in effect indefinitely.

B. ENFORCING OF COVENANTS

Every person hereafter receiving any right, title, or interest in any tract in said property shall have the right to prevent or stop violation of any of the said restrictions, by injunction or other lawful procedure, in law or in equity, against the person or persons violating or threatening to violate these restrictive Covenants. Any person who shall prosecute an action successfully may recover damages resulting from such violation, and it is expressly understood by all persons purchasing this property that if an action is successfully brought against him or her for a violation of these Covenants that a reasonable attorney's fee shall be assessed against him or her in addition to any other damages.

Failure by the Association, the Board, or any landowner to enforce any restrictive covenant, condition or agreement herein contained shall in no event be deemed a waiver of the right to do so hereafter.

Any person purchasing any property hereby expressly agrees that in the event any covenants, conditions or restrictions herein above captioned, or any portion thereof, are invalid or void, such invalidity shall in no way affect any other covenant, condition or restriction.

For the purpose of enforcing and collecting assessments, this Association shall have lien rights, which lien rights shall be enforceable by the Board in the manner set forth herein. Unpaid assessments, upon notice thereof being duly filed of record, shall be a lien against the parcel of real property against which such unpaid assessment was made.

The Association shall also have and be entitled to exercise all other rights and remedies set forth herein or otherwise provided for at law or in equity.

C. AMENDING THE COVENANTS

These covenants, or any portion thereof, may be amended, abandoned, terminated, modified or supplemented at any time by the written consent, duly recorded with the office of the Clerk and Recorder of Madison County, Montana, of sixty-six percent (66%) of the property owners within the subdivision.

Walter L Pease

STATE OF MONTANA
COUNTY OF MADISON
THIS RECORD WAS SIGNED BEFORE ME ON 10/10/2023
BY Walter L Pease

(NOTARY SIGNATURE)

