

# Amended Covenants for Mountain Springs Villa, Inc.



Updated March 17th, 2017

The goal of these community covenants is to ensure that all residents of the Mountain Springs Villa maintain their home/ lots and act in a manner that is courteous and respectful of their neighbors. The covenants are to promote a family-friendly and welcoming community.

## **1. MAINTENANCE:**

Each lot shall be maintained, meaning that the resident shall use reasonable care to keep buildings, and other related improvements and fixtures in a condition comparable to their original condition - normal wear and tear expected. Landscaping shall also be maintained, meaning the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment (this includes driveways and boulevards), as well as snow removal from driveways and sidewalks. Yards must be kept in a neat and pleasing condition.

Personal items shall not be left unattended in common areas or on public property.

## **2. DAMAGED HOMES:**

If all or any portion of a dwelling, outbuilding or other improvement is damaged or destroyed by fire or other casualty, it shall be the duty of the owner or owners, at the owners expense, with all due diligence, to rebuild, repair or reconstruct such structure. This shall be done in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty.

Reconstruction shall be undertaken within six months after the damage occurs, unless prevented by causes beyond the control of the owner or owners. [It is the owner/ owners responsibility to maintain communication with the MSV Board as to the status of the repair/reconstruction.](#)

## **3. PETS:**

Three (3) outside animals per home are allowed. Outside animals are considered any animal that goes out of the house. All outside cats must be neutered or spayed. Pets must be contained or in a fenced yard. All outside pets must have proper shelter.

All pets are subject to the city of Red Lodge Resolution 3343 - Fees for registration of animals and penalty fines for violation of provisions contained in Title 5, Chapter 5 animal control of the Red Lodge city code. They must be properly vaccinated and licensed in accordance with these regulations.

All pet waste must be picked up within a reasonable time. While walking your dog(s) they must be on a leash and all waste picked up immediately.

Excessive barking is prohibited and will not be tolerated. Any pet that is considered a nuisance **could** be prohibited from being in the Community.

#### **4. SPEED LIMIT:**

Suggested speed limit within the boundaries of **our community** will be 15 MPH, for the safety of the children playing in the community and to ensure peace and quiet.

#### **5. LOUD NOISES:**

**Discharging of firearms or fireworks and hunting shall be **prohibited** on these premises. Failure to follow these **rules could result in** immediate eviction.**

No loud music, working on vehicles or lawn work between the hours of 10 P.M. and 7 A.M. will be permitted.

Residents shall exercise extreme care about making noise which could be heard beyond the boundary of their lot between the hours of 10 P.M. and 7 A.M.

#### **6. LIGHTING:**

No light fixture shall be located higher than the roof of your home. This does not apply to decorative outdoor lighting displays, provided such displays shall not be illuminated more than forty-five consecutive days. **There will be no restrictions on decorative light hours of illumination during holiday seasons.**

#### **7. VEHICLE PARKING:**

All vehicles, boats, trailers, trucks, motor homes of any kind, whether self-propelled or not, shall be parked in such a manner that they are not a nuisance - aesthetically or otherwise to the other residents. No trash, obsolete materials, equipment or portions thereof shall be allowed to accumulate on any lot to the extent that such shall constitute a menace or nuisance to other lots on the property or to the extent that the same becomes unsightly.

Vehicles must be in running condition and have current license plates/ tags. All non-operable vehicles, whether self-propelled or not, must be repaired or towed within ninety (90) days.

There is a limit of four (4) vehicles (This includes Cars, Trucks, Vans & Motorcycles) per home.

There is a limit of **two (2)** recreational vehicles (This includes RV's, Trailers, Campers, ATV's , Dirt-Bikes (Off-Road), Boats & anything that has to be licensed by the city) per home. Recreational vehicles shall not be left on the street or on the sidewalks.

#### **8. OUTDOOR BUILDINGS AND IMPROVEMENTS:**

All **improvements such as** fences, storage sheds, carports, garages, etc. must be approved by the Board and comply with City of Red Lodge codes and ordinances **PRIOR** to beginning any construction.

The resident will submit either a drawing or photo of the intended improvement/s to the Board for review and approval. It will be the responsibility of the resident to comply with Red Lodge building code/s and purchase any building permits required by the City of Red Lodge.

#### **9. GARBAGE:**

All garbage must be put in proper **bear-proof cans**.

All cans will be moved to the curb for collection on the evening **PRIOR** to trash collection day. The cans **MUST** be moved **AWAY** from the boulevard/curb within the day **OF** trash collection day. The day of the week for trash collection may vary due to holidays that occur during that week.

Hazardous material such as oil, batteries, paint, chemicals, etc. must be disposed of properly.

#### **10. LOT FEES:**

Lot Fees must be paid in full by the fifth (5th) of the month or a twenty-five dollar (\$ 25.00) late fee will be added. If you are delinquent for two consecutive months, eviction proceedings will begin pursuant to the occupancy agreement.

Lot rental fees of \$235/month are for MSV members in good standing. Should a resident violate the covenants resulting in a loss of membership - they are no longer considered a resident in good standing. The \$235/month fee will be revoked and their fee will increase to \$300/month. The \$300/month fee will be for the remainder of the calendar year the loss of membership occurred within.

## **11. RESPONSIBILITIES:**

ALL MSV residents/home owners will be held responsible and liable for the actions of their children, pets and guests.

## **12. RESIDENT LIABILITY INSURANCE:**

All MSV residents/home owners are liable for damages, injury or loss incurred in their homes and on their lot. Therefore they are strongly encouraged to carry homeowner's insurance including general liability insurance. However, because the Corporation is not able to effectively monitor that the residents/homeowner's insurance is current, it is the residents/homeowner's responsibility to maintain/keep it current.

## **13. FAILURE TO FOLLOW THE RULES:**

The MSV Board will determine if there are any violation/s of these covenants, send any notice of violation/s and give a reasonable period of time to correct/resolve the violation/s.

If violation/s are not resolved within the time period specified, the Board could impose a fine. Any funds collected shall be placed in the general account of the corporation.

The fined resident may present their reason for violating the covenant/s before the Board for review.

Violations of the Covenants will result in the following:

- 1.) A written warning
- 2.) A second written warning
- 3.) Loss of MSV membership

If the situation is not resolved after receipt of the second written warning, the residents membership will be revoked. One of the benefits of membership in good standing is rent of \$235/month. Revocation of membership will result in a rent increase to \$300/month. The increase will be for the remainder of the calendar year the revocation occurs in. The \$25 membership fee paid for that year will NOT be refunded. If the member abides by the MSV covenants and by laws for the remainder of the calendar year, they will be eligible for membership the following year and their rent lowered to \$235/month - the rate for a MSV member in good standing.

If violations continue after loss of membership and lot rental fee increase - the resident could be subject to eviction.