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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR  
YELLOWSTONE MEADOWS SUBDIVISION, MAJOR SUBDIVISION  
PLAT NO. 135242  
SWEET GRASS COUNTY, MONTANA

THIS DECLARATION OF COVENANTS, made as of this 11<sup>th</sup> day of July, 2002 by JOHN D. THOMPSON, d/b/a NEW CENTURY CONSTRUCTION CO., INC. of 3756 Spain Road, Snellville, GA 30039 (hereinafter called "Declarant").

1. Property Subject to Declaration. Declarant owns property located in Sweet Grass County, Montana, more particularly described as follows:

**Tract #1:**

TOWNSHIP 1 NORTH, RANGE 15 EAST, PMM, SWEET GRASS COUNTY, MT

Section 21: Lot 1; NW $\frac{1}{4}$ NE $\frac{1}{4}$

Section 16: Lots 8 and 9, SW $\frac{1}{4}$ SE $\frac{1}{4}$ , EXCEPTING therefrom any portion of the following tracts that may lie within the described property, if any:

The tract of land of 11.202 acres more or less, as described on Certificate of Survey #89061 filed 10-31-69, records of Sweet Grass County, MT; and

The tract of land of 2.664 acres more or less, as described on Certificate of Survey #103937 filed 3-28-80, records of Sweet Grass County, MT; and

The tract of land of 65.003 acres more or less, as described on Certificate of Survey #98917 filed 10-4-77, records of Sweet Grass County, MT; and

The tract of land of 100.009 acres more or less, as described on Certificate of Survey #123252 filed 3-21-95, records of Sweet Grass County, MT.

**Tract #2:**

TOWNSHIP 1 NORTH, RANGE 15 EAST, PMM SWEET GRASS COUNTY, MT

Section 21: N $\frac{1}{2}$ NW $\frac{1}{4}$

Section 16: SW $\frac{1}{4}$ , Lots 6 and 7, EXCEPTING therefrom any portion of the following tracts that may lie within the described property, if any:

The tract of land of 11.202 acres more or less, as described on Certificate of Survey #89061 filed 10-31-69, records of Sweet Grass County, MT; and

The tract of land of 2.664 acres more or less, as described on Certificate of Survey #103937 filed 3-28-80, records of Sweet Grass County, MT; and

The tract of land of 65.003 acres more or less, as described on Certificate of Survey #98917 filed 10-4-77, records of Sweet Grass County, MT; and

The tract of land of 100.009 acres more or less, as described on Certificate of Survey #123252 filed 3-21-95, records of Sweet Grass County, MT.

A portion of the above-described property has been approved as a major subdivision entitled Yellowstone Meadows, Phases I and II, with Major Subdivision Plat No. 135242. This Declaration of Covenants and Restrictions is intended to apply to all lots and common areas within Phases I and II. However, Lot 123 is to be grandfathered out of these covenants, conditions and restrictions, except with regard to new construction. Lot 123 consists of more than 35 acres, and contains an old farm house residence and a number of outbuildings.

Except as otherwise specified, all of the above described real property and sites shall be subject to the restrictions and Covenants set forth herein whether or not there is a reference to the same in a deed or conveyance.

WHEREAS, Declarant intends to sell, dispose of, divide into tracts/lots and convey the real property subject to the following Covenants, conditions, restrictions and reservations herein set forth and referred to as "Covenants".

NOW, THEREFORE, Declarant and purchasers of the tracts/lots, do hereby establish, dedicate, declare and impose upon the premises, the following protective and restrictive covenants that shall run with the land and be binding upon all grantees, heirs, successors and assigns of the Owners and any future Owners of any or all of the above-described premises.

## **2. Definitions.**

2.1 Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, and including their successors and assigns, of fee simple title to any Tract which is a part of the Property and is subject to this Declaration, including contract purchasers who have a possessory interest pursuant to their contract to purchase. The term "Owner" shall exclude contract sellers having such interest merely as security for the performance of an obligation or others having an interest in the Property merely as

security for the performance of an obligation. If there is more than one Owner, the provisions of this Declaration apply jointly and severally to all Owners.

2.2 Tract/Site. "Tract" or "Site" means each lot, tract, parcel or other division of the property.

2.3 Purpose. This property is a unique mountain setting, which has a high natural and scenic value. The land historically has been used for agriculture and wildlife habitat. These Covenants and Restrictions are adopted to preserve and maintain these values of the property for the benefit of owners of individual sites as well as the surrounding communities.

It is the express intention of the Declarant that these covenants shall be for the purpose of maintaining a uniform and stable value, character, use and development of the premises, and such covenants shall apply to the entire premises, and all improvements placed or erected thereon, unless otherwise specifically excepted as herein mentioned. It is the purpose of these Covenants and Restrictions to preserve and protect the beautiful environment, the natural beauty, view, and surroundings of Yellowstone Meadows, and to preserve and protect the interests and investment of the individual owners.

These Protective Covenants and Restrictions shall attach to and run with the land and shall constitute an equitable servitude upon the real property and every part of it, including all titles, interest and estates as may be held, conveyed, owned, claimed, devised, encumbered, used, occupied and improved. These Protective Covenants and Restrictions are declared for the benefit of the entire property and every part of it and for the benefit of each owner. They shall constitute benefits and burdens to declarants and to all persons or entities hereafter acquiring any interest in the property.

Said Covenants are as follows:

## ARTICLE I PERMITTED AND RESTRICTED USE

### SECTION 1.1 PERMITTED USE

1.1.1 Residential Use. One single family dwelling unit, referred to as the primary residence, will be allowed per site. Only single family homes with attached or non-attached garages will be permitted. All sites will be used solely for private single family residential uses, except as otherwise set forth herein under Section 1, Paragraph 1.c.

1.1.2 Commercial Purposes. No sites shall ever be occupied or used for any commercial or business purpose except for an office or studio fully contained within the single family residence, and shall not be used for meeting the general public, customers or clients, except as authorized by

Yellowstone Meadows. Nothing contained herein limits the homeowner's ability to lease the dwelling for residential use.

- 1.1.3 Home Occupations. A home occupation is an occupational use customarily conducted entirely within a dwelling by the inhabitants thereof, which is clearly incidental and secondary to the use of that dwelling as living quarters. The following activities cannot occur with a home occupation: (1) on premises sales of products; (2) on-site employment of persons other than the residents or caretakers of the dwelling; (3) generation of pedestrian or vehicular traffic beyond that customary or incidental to residential use of the dwelling; (4) use of commercial vehicles for deliveries to or from the premises; (5) signs or structures advertising the occupation; (6) excessive or unsightly storage of materials or supplies. For guidance, the following uses are examples of home occupations: the making of clothing; the giving of music lessons; a sole practitioner professional practice; service or product providers who maintain a telephone and office within the residence but the services and products are provided and sold off the premises; the pursuit of artistic endeavors such as making of pottery, ceramics, paintings or bronzes, and the like, provided that the products are marketed and sold off the premises, and no foundries are used on the premises.

Home occupations that comply with the requirements listed herein are permitted. Nothing contained in this section or these covenants shall be construed to prohibit the employment of a caretaker(s) for the residence whether such caretaker(s) resides on the premises or off the premises.

- 1.1.4 Combination of Lots: Two contiguous lots/tracts may be combined to constitute one tract. The owner of the contiguous tracts should do a boundary adjustment or otherwise merge the two lots into one, if the intent is to create one tract only. The use restrictions per site shall then apply to the combined tract. However, nothing in this provision is intended to require a purchaser of two contiguous tracts to combine the tracts.
- 1.1.5 Further Subdivision. No site, including Lot 123, may be further subdivided. Any two or more contiguous lots that have been combined to constitute one tract cannot later be subdivided. No new building locations are permitted in Lot 123.
- 1.1.6 Mining Prohibited. To the extent that the Developer of this subdivision has any mineral rights in and to the property which is the subject of this declaration, no prospecting, mining, quarrying, tunneling, excavating or drilling for any substance on or within the earth, including oil, gas, hydrocarbons, minerals, gravel, sand, rock or earth shall be permitted, provided that owners may drill water wells on their home sites for domestic and landscape use subject to the conditions imposed by the Design Review Board provided for in these covenants.

- 1.1.13 Signs: No signs, billboards, posters, displays, advertisements or similar structures shall be permitted except as approved in advance in writing by the Design Review Board.
- 1.1.14 Animals. Animals such as dogs, cats and birds are allowed in the subdivision as pets only and so long as they do not constitute a nuisance to others. No swine, sheep, cattle, horses, goats, llamas or other similar livestock shall be allowed, exclusive of Lot 123. All pets shall be controlled and restrained. All animals shall be strictly controlled by their owners to prevent any interference with wildlife. Residents are required to contain pets in fenced or indoor areas and to ensure the pets are under the control of the owner when outside these areas.
- Yellowstone Meadows may also limit the number of domestic animals on a site or elsewhere and may withdraw permission for any domestic animal to remain on the premises from any owner who, after due notice, violates the restrictions of this paragraph or who's animal is, or has become, a nuisance to wildlife, property, or other owners, invitees or Yellowstone Meadows personnel.
- 1.1.15 Hunting restrictions and regulations. No hunting shall be allowed on any of the lots or common areas.

## ARTICLE II DESIGN CRITERIA

### SECTION 2.1 DESIGN REVIEW BOARD.

- 2.1.1 Board membership. There is hereby created a Design Review Board. John Thompson and any persons designated by him shall constitute the Design Review Board until 70% of the lots are sold, and thereafter, the homeowners shall take over the responsibility of the Design Review Board.

After 70% of the lots are sold, the membership of the Board shall consist of three people. One member of the committee will be appointed by the lot owners and one will be appointed by the developer. Those two members shall select the third member. All Design Review Board members must be lot owners.

- 2.1.2 Construction Approval. No building, construction, remodeling, fencing, parking or other improvement shall be constructed, erected or maintained on any lot or tract until building drawings, plans and specifications, as well as such other information as the board may reasonably require, including with limitation, colors and building materials, have been submitted to and approved by a majority of the board in writing.

- 2.1.3 The Board shall require that all construction complies with the provisions of the Uniform Building Code, National Plumbing Code and National Electric Code or their amendments, to the extent utilized in the community:
- 2.1.4 The Board shall have the authority to reject the materials, designs and colors submitted within plans or the plans themselves if they are not compatible, or are inappropriate, to the rest of the subdivision.
- 2.1.5 All improvements, construction, remodeling or any activity requiring the approval of the Board must be completed in substantial compliance with the plans and specifications initially approved by the Board.
- 2.1.6 The Board has no responsibility for permit issuance. If any permits are required, the lot owner is responsible for all permits.
- 2.1.7 The Board shall have the power, authority, standing and right to enforce these covenants in any court of law or equity when it reasonably believes the same have been violated and shall have the authority to order the suspension or cessation of any construction or work in violation of these covenants.
- 2.1.8 The Board shall be governed by the requirements set forth in this Declaration, in its consideration of the plans and specifications, as well as the following guidelines:
  - 2.1.8.1 Each lot is part of the overall subdivision and should be in keeping with the subdivision's stated purpose of respecting the natural and scenic values of the area, and maintaining uniform and stable values, and protecting the investments of the individual owners.
  - 2.1.8.2 In considering any plans and specifications, the Board shall examine the suitability of the same to the site, including the materials of which it is to be constructed.
  - 2.1.8.3 All plans and specifications shall be in full compliance with all of the terms and provisions of these covenants, except for any variances, which may have been granted by the Board for such plans or specifications.
  - 2.1.8.4 The Board or individual members may not be held liable by any person for any damages which are alleged to result from the Board's action taken pursuant to these covenants, including, but not limited to, damages which are alleged to result from correction, amendment or change of plans or any delays associated with the review process.

SECTION 2.2 SITE PREPARATION REQUIREMENTS, LIMITATIONS and MAINTENANCE.

- 2.2.1 Construction Schedules. Any and all construction, alterations or improvements shall be diligently worked on to completion and shall be completed within eighteen (18) months following commencement.

During any construction, the site shall be cleaned up daily and shall be maintained free of trash. The owner shall be responsible to clean up wind blown debris both on and off the premises.

- 2.2.2 Landscape Plans. Each owner shall submit a simple landscape plan to the Design Review Board at the time the construction plans are submitted.

- 2.2.3 Noxious Weeds. Each lot owner shall control all noxious weeds and shall destroy them according to county standards.

- 2.2.4 Basements. Each lot owner is advised to evaluate groundwater levels at their lot prior to constructing a basement. Data on groundwater depths, collected by Developer for the purposes of the MDEQ application for sewage disposal facility approval, shall be made available to all lot owners by the Homeowners' Association.

- 2.2.5 Maintenance. Owners shall maintain home sites and improvements in good repair and appearance at all times. All landscaping improvements and property shall be kept and maintained in clean, safe, attractive and sound condition and repair at all times.

SECTION 2.3 BUILDING REQUIREMENTS AND LIMITATIONS.

- 2.3.1 Prohibited Dwellings. Mobile homes, trailers, prefabricated homes, recreational vehicles, and modular homes shall not be permitted, nor can any buildings be moved onto the property. All owners are urged to design and construct buildings that reflect the spectacular views keeping with the spirit of Montana and Yellowstone Meadows.

No outbuildings shall be erected or maintained upon a home site before the start of construction of a residence and no trailer, mobile home, basement, shack, garage or other outbuildings shall be erected upon any part of the site for use as a temporary or permanent residence. Use and location of any construction or temporary structure shall be subject to approval by the Design Review Board. Temporary structures shall be removed within thirty (30) days after completion of construction.

- 2.3.2 Building Requirements. A single level residence shall contain a minimum of 1,500 square feet of heated interior living space. A split-level or two

level residence shall contain a minimum of 1,700 square feet of heated interior living space. The maximum height of a building structure on a site is 34 feet.

- 2.3.3 Setbacks. On a corner lot in any residential district, for a distance of 30 feet from the point of intersection along each street edge, nothing may be erected, place, planted or allowed to grow in a manner that would impede visibility of vehicles entering the intersection between 2.5 feet and 8 feet from grade. Corner lot property owners must comply with setback requirements that restrict structures or plantings that may hinder visibility at intersections.
- 2.3.4 Materials. Material composition and quality, color and shape are important in the construction of improvements. All exterior surfaces shall have minimum reflection values. Natural and earth colors and materials are encouraged. Trim may be more colorful and contrasting in order to add visual interest. All improvements shall be constructed of highest quality materials.
- 2.3.5 Roofs/Satellite Dishes. Flat roofs and A-frames are prohibited. Television and radio antennas, as well as satellite dishes and other receiving or transmitting devices, must be screened from view. Satellite dishes may be no larger than two (2) feet in diameter.
- 2.3.6 Culverts. Each property owner is required to install and maintain a minimum 15" diameter culvert underneath the end of their driveway.

### ARTICLE III HOMEOWNER'S ASSOCIATION

#### SECTION 3.1      MEMBERSHIP

- 3.1.1 Requirements. Each owner of a lot within this subdivision will be required to be a member of the Yellowstone Meadows Homeowners' Association, Inc. Membership shall be appurtenant to and may not be separated from the ownership of any lot. The Association shall have one class of voting membership. Members shall be owners and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot, in the case of multiple ownership, shall be exercised as the owners among themselves decide, but in no event shall more than one vote be cast with respect to that lot.



3.1.2 Management. The Association is governed by the terms of these protective covenants, the Articles of Incorporation and By-Laws. The business affairs of the Association shall be managed by a Board of Directors.

3.1.3 Dues. The Association must levy sufficient dues to maintain and repair common areas and easements, enforce covenants, conduct weed control, cover administrative expenses of the Association, and to perform other required functions of the Association.

3.1.4 Assessments. The lot owners will be initially assessed \$20.00 per year for covenant enforcement. The covenant enforcement fund will be placed in a separate reserve account and will be dedicated solely for covenant enforcement costs. Any reduction or increase of the assessment for covenant enforcement shall be adjusted per a majority vote of the members of the Homeowner's Association and the Sweet Grass County Commissioners.

A separate account will be designated and an amount determined for additional administrative costs, an annual weed fee, as well as anticipated expenditures for common area maintenance. The Board of Directors shall assess each lot owner an annual dues amount representative of the costs incurred during each of the first three years, in addition to any special assessment. Special assessments must be approved by a majority of the lot owners. Thereafter, the maximum annual assessments may be increased each year by not more than 10% above the assessment for the previous year, without a vote of the membership.

3.1.5 Budget. The Board of Directors shall prepare an annual budget setting forth the expected annual dues for the coming calendar year. This budget must be submitted to the Association members for their approval.

3.1.6 Billing. Annual dues are due upon receipt of the bill and are delinquent after 30 days. Delinquent dues shall accrue interest at the rate of 10% per annum.

## SECTION 3.2 DUTIES OF THE ASSOCIATION / MAINTENANCE

3.2.1 Road Maintenance. The Yellowstone Meadows Homeowner's Association shall specifically provide for the continual upkeep, maintenance and periodic improvement of roads within the subdivision boundaries, including but not limited to such actions as: road grading, gravel purchase and spreading, snow removal, sub-grade improvements and surface compaction.

The Yellowstone Meadows Homeowner's Association shall maintain the roads and "school bus loop" so it remains passable with a bus in all weather conditions.

- 3.2.2 Noxious Weed Control of Common Areas: The association shall take such steps to control noxious weeds in common areas, parks and along all roadsides in the subdivision. The expense of controlling noxious weeds shall be paid by the Association. The association will assess an annual weed fee for each lot shall and place said fees in a fund designated for noxious weeds. The amount of the annual weed fee may fluctuate depending on the circumstances and cost of yearly weed control. A member of the Board of the Association shall be appointed to oversee and manage all noxious weed control activities. Noxious weeds shall be controlled and managed according to standards set by Sweet Grass County.

Common areas must be kept free of common, restricted and prohibited noxious weeds by spraying at least twice a season or follow a weed control program approved by the Sweet Grass County Weed Supervisor. Grasses shall be cut, if necessary, to prevent a fire hazard. If the noxious weeds are not sprayed with a chemical by July 1<sup>st</sup> of each year, all weeds, especially Spotted Knapweed, must be clipped or preferably pulled by August 30<sup>th</sup> of each year.

### SECTION 3.3 COMMON PROPERTY

- 3.3.1 Definition: Common areas

Common areas of Yellowstone Meadows shall consist of all trail and emergency vehicle easements, and common areas, as shown in the Yellowstone Meadows Final Plat. All common areas shall be kept clear of any obstructions. No improvements shall be constructed on such common areas. No gates or obstructions shall be placed upon or shall impede access to any common area.

Residents are restricted from parking on the subdivision roads or cul-de-sacs and are required to drive within the posted speed limits.

- 3.3.2 Maintenance. The Yellowstone Meadows Homeowners' Association shall maintain the common areas and easements. The Association shall take such steps as are necessary to ensure that all shrubs, trees, and other vegetation do not block, interfere, or hinder the view from any residence. Existing trees and other vegetation should be preserved to the extent practicable on common property.

The Association shall be responsible for maintenance of the dry hydrant located on the common Homeowners' Association grounds for fire protection services.

Maintenance, repairs, and replacements of Commons Area grounds and improvements shall be the expense of the Yellowstone Meadows Association provided, however, if such damage is caused by a negligent or intentional act of any site owner, then such owner shall be responsible and liable for all such damage.

The Homeowner's Association will be responsible for maintenance of all fences required along the boundary of the subdivision property.

- 3.3.3 Ingress and egress. An Easement for general ingress and egress to each home site and to all common areas for the general use of all owners and their guests shall exist over all common areas, roads, and trails within Yellowstone Meadows.
- 3.3.4 Utility easement. A general utility easement for such items as electricity, gas, communications, telephone, television, cable communications and other utility equipment is designated on the Yellowstone Meadows Plat. Yellowstone Meadows makes no representation that any of these items shall be available, except for electric and telephone utilities. All owners shall have the right to enter upon and make connections in such easements upon the approval of the Design Review Board. Easements for ingress and egress and for utilities shall not be moved, deleted or restricted without the written approval of all the site owners affected, and approval by the County Commissioners, if necessary. Utility companies and owners must restore disturbed land, as closely as possible, to the natural condition of the land before work commenced.

The covenants and restrictions which govern the Homeowner's Association, provides for a perpetual reservation of the common property. Each tract/lot owner is given the right to use all common areas, roads and easements. Permission is required from the governing body before the Homeowner's Association can modify or dissolve any restrictions placed on the common property. The Homeowner's Association is responsible for regular maintenance for roads, and any other mutually controlled facilities of all common property.

#### ARTICLE IV HEALTH, SANITATION AND UTILITIES

##### SECTION 4.1

- 4.1.1 Septic Systems and Wells: Each residential building shall be connected to a private well and a septic sewage system at the owners sole expense. The final plat has specifically located the wells and wastewater drainfields for this development pursuant to certain state and county law requirements. Owners must carefully locate homes in specific areas within their respective

lots to ensure the wells and drainfield locations are protected and not disturbed. The system must conform to all applicable standards of the State of Montana, Sweet Grass County or any other regulatory agency.

- 4.1.2 Utilities. The developer of Yellowstone Meadows shall cause the installation and maintenance of electric power and telephone utility service to the junction of the main access road and driveways. Lots owners shall bear all responsibility and costs from such junction to home sites.

All utilities of every nature shall be installed and maintained underground. Piping and wiring shall be concealed. Each owner shall be responsible for utility installation and maintenance in accordance with state and local regulations.

- 4.1.3 Water and Mineral Rights. In order to protect the scenic, recreational, and wildlife values of the area, no mineral or water rights entitled to or owned by Yellowstone Meadows will be assigned, transferred or conveyed to individual site owners. Yellowstone Meadows covenants and agrees not to develop any owned minerals.

This Declaration of Protective Covenants and Restrictions prohibits adjustment to the spring or its flow without written consent of all parties with rights to the water. These Covenants and Restrictions prohibit changes to the ditch alignments and flow of water.

## ARTICLE V JURISDICTION AND ENFORCEMENT

### SECTION 5.1

- 5.1.1 Yellowstone Meadows has adopted these conditions, owners' association, and guidelines for the benefit of all the residents living in the area. The provisions of these protective covenants may be enforced by individual owners, Yellowstone Meadows Homeowners' Association, Design Review Board or Yellowstone Meadows.
- 5.1.2 Covenant Enforcement Fund. These Protective Covenants include provisions for a "Covenant Enforcement Fund", which requires set fees per lot to be paid by each lot buyer and subsequent buyer. These funds shall be designated solely for costs associated with enforcement of covenants.
- 5.1.3 Right of access. A right of access shall be reserved for making of emergency repairs in improvements or sites on the property. These repairs may be needed to prevent property damage, personal injury, or continued property damage.

- 5.1.4 Action. In the event of violation or threatened violation of any of these covenants, or the design regulations or additional covenants and regulations adopted pursuant to the terms of these covenants, legal proceedings may be brought for injunctive relief and damages. In addition, an owner, the Design Review Board or Yellowstone Meadows may enforce these covenants by serving notice in writing on the person or entity violating these covenants which notice shall specify the offense, identify the location and demand compliance with the terms and conditions of these covenants. Such notice shall be personally served. In the event personal service cannot be obtained after reasonable efforts, notice shall be posted at a conspicuous place on the property in question and a copy of the notice shall be mailed by certified mail, return receipt requested, to the last known address of the party or entity.
- 5.1.5 Enforcement. Enforcement of these covenants shall be by proceedings either at law or in equity against any person or persons violating or attempting to violate these Covenants; and the legal proceedings may be either to enjoin or restrain violation of the Covenants or to recover damages or both. In the event of action to enforce these Covenants, the prevailing party shall be entitled to costs and a reasonable attorney's fee to be set by the Court.

Failure by the Grantor, Homeowner's Association, Design Review Board or any lot owner to enforce any covenants or restrictions contained herein shall in no event be deemed a waiver of the right to subsequently enforce the covenant or restriction or to collect damages for any subsequent breach of Covenants.

Invalidation of any one of these Covenants shall in no way affect any of the other Covenants or provisions, all of which shall remain in full force and effect.

A breach of any of the foregoing restrictions or Covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any site or portion of the real property or any improvements thereon. However, these restrictions and Covenants shall be binding upon and inure to the benefit of any subsequent owner who acquired title by foreclosure, trustee sale or otherwise.

- 5.1.6. Enforcement by Tract Owner. These covenants may be enforced by any tract owner. In the event a tract owner fails to comply this Declaration after reasonable notice and opportunity to come into compliance, a tract owner shall have the right to enforce the covenants by proceeding at law or in equity. The provisions of this Declaration may be enforced by using either an action for damages arising out of a violation, or by an action to abate a

nuisance, or an action to restrain a threatened or prospective violation, or a continuing violation, or any other remedy permitted by law or equity.

5.1.7 Enforcement by Homeowner's Association.

The Homeowners' Association may enforce these covenants in the same manner set forth above for tract owners.

5.1.7.1 Lien. The Association has a lien on the owner's tract for unpaid dues. The Association may file a lien with the County Clerk and Recorder of Sweet Grass County against the owner's lot for delinquent dues, accrued interest and costs of preparing the lien.

5.1.7.2 Suit. The Association in addition to filing a lien, may bring suit in Sweet Grass County for a judgment for the amount of unpaid dues, accrued interest, costs of filing the lien, and costs of suit including reasonable attorneys fees.

5.1.7.3 Payment. Upon payment of the amount due, the lien or judgement must be released by the Association.

ARTICLE VI  
MISCELLANEOUS

SECTION 6.1

6.1.1 Amendments. These Covenants shall remain in effect until amended or terminated. These Covenants and Restrictions may not be repealed or amended without prior written consent of the Board of Commissioners of Sweet Grass County. The Board of Commissioners of Sweet Grass County is a party to these Covenants and may enforce the provisions hereof.

Upon written consent of the Board of Commissioners, the Covenants, or any portion thereof, may be amended, terminated or supplemented at any time by the execution of a written document containing the terms of the amendment, supplement or termination of any of the Covenants, duly acknowledged by a Notary Public, and recorded with the office of the Sweet Grass County Clerk and Recorder, executed by at least seventy-five percent (75%) of the owners of the property based on one vote per site. If one or more sites has been combined, the combined site shall represent one vote. If there is more than one owner for a site, each owner must execute the amendment, supplement or termination document to count for one vote towards the seventy-five percent (75%) total.

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- 6.1.2 No Waiver. Failure to enforce any provision or condition of these restrictions shall not operate as a waiver of any such provision or condition or any other provision or condition.
- 6.1.3 Invalidity. The invalidity or unenforceability of any provision of these covenants in whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision.
- 6.1.4 Perpetuity. These Covenants shall continue in full force and effect and shall run with the land as a legal and equitable servitude in perpetuity unless amended as set forth herein.
- 6.1.5 Non-Dedication to Public Use. Nothing contained in these Covenants and Restrictions shall be construed or be deemed to constitute a dedication, expressed or implied, of any part of the property or the common areas to or for any public use or purpose whatsoever. Notwithstanding the foregoing, the public is granted a utility easement within all subdivision road right-of-ways.

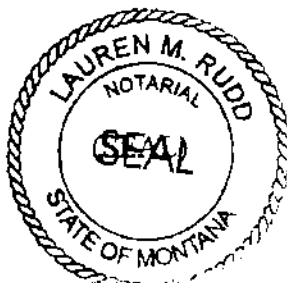
IN WITNESS WHEREOF, this instrument has been executed this 3<sup>rd</sup> day of July 2002.

YELLOWSTONE MEADOWS SUBDIVISION

BY: John D. Thompson  
John D. Thompson

STATE OF MONTANA )  
COUNTY OF Sweet Grass )

This instrument was acknowledged before me on July 3<sup>rd</sup>, 2002, by JOHN D. THOMPSON of YELLOWSTONE MEADOWS SUBDIVISION.



Lauren M. Rudd  
Notary Public for the State of  
Written Name: Lauren M. Rudd  
Residing at: Big Timber, MT  
My Commission Expires: 3-20-04