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Doc #: 192345 Pages: 4 Book: Page:  
STATE OF MONTANA MADISON COUNTY  
Recorded 10/19/2020 10:20 AM KOI: AMEND COVENANT  
Kathleen Humma, CLERK & RECORDER BY: Alison Egan, Deputy  
Fee: \$ 28.00  
To: TOALSON, PO BOX 1372, ENNIS MT 59729

**SEVENTH AMENDMENT TO  
DECLARATIONS, RESTRICTIONS, PROTECTIVE COVENANTS  
AND CONDITIONS FOR BULL WHEEL RANCH**

The property owners of the Bull Wheel Ranch hereinafter referred to as "Owners" hereby establish and declare on behalf of themselves, their successors and assigns, the following amendment to the Declarations, Restrictions, Protective Covenants and Conditions, recorded on the 7<sup>th</sup> day of August, 1996, at Book 401, page 242, and subsequent First Amendment to Declarations, Restrictions, Protective Covenants and Conditions, recorded on the 21<sup>st</sup> day of August, 1996, at Book 401, page 549, and subsequent Second Amendment to Declaration recorded on the 31<sup>st</sup> day of October, 1997, at Book 412, page 820, and subsequent Third Amendment to Declarations recorded on the 9<sup>th</sup> day of September, 2003, at Book 493, page 486, and subsequent Fourth Amendment to Declaration recorded on the 5<sup>th</sup> day of February, 2004, at Book 502, page 226, and subsequent Fifth Amendment to Declaration recorded on the 15<sup>th</sup> day of December, 2004, at Book 521, page 857, and subsequent Sixth Amendment and Complete Restatement recorded on the 6<sup>th</sup> day of August, 2018, Document #179199, records of Madison County, Montana, hereinafter the "Declarations."

**Recitals:**

WHEREAS, Bull Wheel Ranch is a subdivision of Madison County, Montana, hereinafter referred to as the "Property", and more particularly described as follows, to-wit:

Lots 1 through and including Lot 43 of Bull Wheel Ranch, which is a subdivision of Madison County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Madison County, Montana. Plat Book 4, Page 293.

WHEREAS, the Declarations, Restrictions, Protective Covenants and Conditions, recorded on the 7<sup>th</sup> day of August, 1996, at Book 401, page 242, and subsequent First Amendment to Declarations, Restrictions, Protective Covenants and Conditions, recorded on the 21<sup>st</sup> day of August, 1996, at Book 401, page 549, and subsequent Second Amendment to Declaration recorded on the 31<sup>st</sup> day of October, 1997, at Book 412, page 820, and subsequent Third Amendment to Declarations recorded on the 9<sup>th</sup> day of September, 2003, at Book 493, page 486, and subsequent Fourth Amendment to Declaration recorded on the 5<sup>th</sup> day of February, 2004, at Book 502, page 226, and subsequent Fifth Amendment to Declaration recorded on the 15<sup>th</sup> day of December, 2004, at Book 521, page 857, and subsequent Sixth Amendment and Complete Restatement recorded on the 6<sup>th</sup> day of August, 2018, Document #179199, all of the records of Madison County, Montana;

WHEREAS, the Owners are desirous of amending the Declarations to amend Article I - Definitions, Section 1.5 of the Declarations;

WHEREAS, owners of two-thirds (2/3) of the Lots in the Bull Wheel Ranch subdivision, approved this Amendment to the Declarations, as required under Article 8.5 of said Declarations;

NOW THEREFORE, the Declarations, Restrictions, Protective Covenants and Conditions for Bull Wheel Ranch Homeowners Association, Inc. shall be amended and restated as follows:

1. Upon the effective execution hereof, Article I – Definitions, Section 1.5 shall be amended to read:

1.5. “Lot” and “Grouped Lot” shall be defined as follows:

1.5.1 “Lot” shall mean any numbered parcel within the Property that is not a Grouped Lot

1.5.2 “Grouped Lot” shall mean the following:

i) Lots 5, 6 & 7; and

ii) Lots 8, 9, 10 & 11

2. Upon the effective execution hereof, Article VIII – General Provisions, Section 8.2 Captions shall be amended to read:

Section 8.2 Captions, Capitalization, Tense, Form. The captions and headings in this instrument are for convenience only and shall not be considered in construing any provision, restriction, covenant or condition contained in this Declaration. The definition of any term set forth in this Declaration shall apply regardless of capitalization or tense of said term, or whether the term is used in the singular or plural form.

DATED this 13<sup>th</sup> day of October, 2020.

IN WITNESS WHEREOF, the undersigned have executed this Seventh Amendment to the Declarations, Restrictions, Protective Covenants and Conditions for Bull Wheel Ranch of Madison County, Montana, on the day and year first above written.

Bull Wheel Ranch Home Owners Association, Inc.

By: Patrick Joulson

Its: President

Attest

By: Pauline Baker

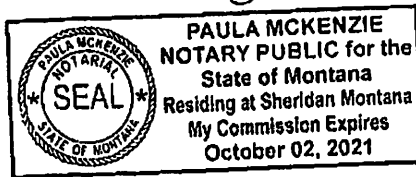
Its: Secretary

(STATE OF MONTANA)

(County of Madison)

On this 13 day of October, 2020, before the undersigned, a Notary Public, personally appeared Patrick Tolson, President of Bull Wheel Ranch Homeowners Association, Inc., known to me to be the person whose name is subscribed to the written instrument, and acknowledged to me that they executed the same.

Paula McKenzie

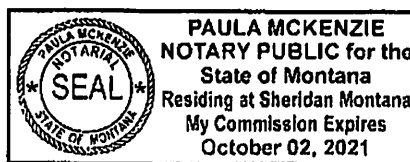


(STATE OF MONTANA)

(County of Madison)

On this 13 day of October, 2020, before the undersigned, a Notary Public, personally appeared Auline Baker, Secretary of Bull Wheel Ranch Homeowners Association, Inc., known to me to be the person whose name is subscribed to the written instrument, and acknowledged to me that they executed the same.

Paula McKenzie



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Pat Toalson  
PO Box 1372  
Ennis, MT 59729



Doc #: 179199    Pages: 14    Book: Page:  
STATE OF MONTANA MADISON COUNTY  
Recorded 8/6/2018 9:30 AM    KOI: AMEND/CORR  
Kathleen Mumme, CLERK & RECORDER  
Fee: \$ 98.00    BY: *Paula McKenzie, Deputy*  
To: TOALSON, PO BOX 1372, ENNIS MT 59729

**SIXTH AMENDMENT AND RESTATEMENT TO  
DECLARATIONS, RESTRICTIONS, PROTECTIVE COVENANTS  
AND CONDITIONS FOR BULL WHEEL RANCH**

The property owners of the Bull Wheel Ranch hereinafter referred to as "Owners" hereby establish and declare on behalf of themselves, their successors and assigns, the following restatement and amendment to the Declarations, Restrictions, Protective Covenants and Conditions, recorded on the 7<sup>th</sup> day of August, 1996, at Book 401, page 242, and subsequent First Amendment to Declarations, Restrictions, Protective Covenants and Conditions, recorded on the 21<sup>st</sup> day of August, 1996, at Book 401, page 549, and subsequent Second Amendment to Declaration recorded on the 31<sup>st</sup> day of October, 1997, at Book 412, page 820, and subsequent Third Amendment to Declarations recorded on the 9<sup>th</sup> day of September, 2003, at Book 493, page 486, and subsequent Fourth Amendment to Declaration recorded on the 5<sup>th</sup> day of February, 2004, at Book 502, page 226, and subsequent Fifth Amendment to Declaration recorded on the 15<sup>th</sup> day of December, 2004, at Book 521, page 857, records of Madison County, Montana, hereinafter the "Declarations."

Recitals:

WHEREAS, Bull Wheel Ranch is a subdivision of Madison County, Montana, hereinafter referred to as the "Property", and more particularly described as follows, to-wit:

Lots 1 through and including Lot 43 of Bull Wheel Ranch, which is a subdivision of Madison County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Madison County, Montana. Plat Book 4, Page 293.

WHEREAS, the Declarations, Restrictions, Protective Covenants and Conditions, recorded on the 7<sup>th</sup> day of August, 1996, at Book 401, page 242, and subsequent First Amendment to Declarations, Restrictions, Protective Covenants and Conditions, recorded on the 21<sup>st</sup> day of August, 1996, at Book 401, page 549, and subsequent Second Amendment to Declaration recorded on the 31<sup>st</sup> day of October, 1997, at Book 412, page 820, and subsequent Third Amendment to Declarations recorded on the 9<sup>th</sup> day of September, 2003, at Book 493, page 486, and subsequent Fourth Amendment to Declaration recorded on the 5<sup>th</sup> day of February, 2004, at Book 502, page 226, and subsequent Fifth Amendment to Declaration recorded on the 15<sup>th</sup> day of December, 2004, at Book 521, page 857, all of the records of Madison County, Montana;

WHEREAS, the Owners are desirous of amending the Declarations to undertake an overall restatement of the Declarations;

WHEREAS, owners of two-thirds (2/3) of the Lots in the Bull Wheel Ranch subdivision, approved this Restatement and Amendment to the Declarations, as required under Article 8.5 of said Declarations;

NOW THEREFORE, the Declarations, Restrictions, Protective Covenants and Conditions for Bull Wheel Ranch shall be amended and restated in its entirety as follows:

**DECLARATIONS, RESTRICTIONS, PROTECTIVE COVENANTS  
AND CONDITIONS FOR BULL WHEEL RANCH**

This declaration is made this 6th day of August, 2018 by the undersigned, Bull Wheel Ranch Home Owners Association, Inc., hereinafter referred to as "Declarant."

WHEREAS, Declarant is a Home Owner's Association whose members are owners of certain real property consisting of forty-three lots within Bull Wheel Ranch, which is a subdivision of Madison County, Montana, hereinafter referred to as the "Property", and more particularly described as follows, to-wit:

Lots 1 through and including lot 43 of Bull Wheel Ranch, which is a subdivision of Madison County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Madison County, Montana;

WHEREAS, Declarant desires to establish a residential community of country homes on the property designed to maintain the natural beauty and environmental integrity of the Property and to preserve, protect, and enhance such values and amenities for the benefit of individual lot owners;

WHEREAS, Declarant desires to subject the Property to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the Property and its present and subsequent owners as hereinafter specified, and will convey the property subject thereto,

NOW, THEREFORE, Declarant hereby declares that all of the Property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions, and reservations hereinafter set forth. These easements, covenants, restrictions, conditions, and reservations shall constitute covenants to run with the land and shall be binding upon all persons having any right, title, or interest in the Property or in any part thereof, their heirs, successors, and assigns, and shall apply to each present and future owner thereof.

**ARTICLE I  
Definitions**

Whenever used in this Declaration, the following terms shall have the following meanings:

1.1 "Association" shall mean the Bull Wheel Ranch Home Owners Association, Inc. a Montana nonprofit, mutual benefit corporation, and its successors and assigns.

1.2 "Declarant" shall mean Bull Wheel Ranch Home Owners Association, Inc. (formerly Bull Wheel Properties, Inc.) its successors and assigns.

1.3 "Declaration" shall mean the Declarations, Restrictions, Protective Covenants and Conditions for Bull Wheel Ranch, as recorded in the office of the Clerk & Recorder of Madison County, Montana contemporaneously with the Plat, as hereinafter defined.

1.4 "Property" shall mean Lots 1 through and including Lot 43 of Bull Wheel Ranch, which is a subdivision of Madison County, Montana, according to the official plat thereof on file and of record in the office of the Clerk & Recorder of Madison County, Montana, and such additions thereto as may be hereafter brought within the jurisdiction of the Association by recorded declaration in the manner hereinafter set forth.

1.5 "Lot" shall mean any numbered parcel within the Property that is not a Grouped Lot. "Grouped Lot" shall mean:

1.5.1 Lots 5, 6 and 7;

1.5.2 Lots 8, and 9;

1.5.3 Lots 10 and 11.

1.6 "Plat" shall mean the final plat of the Bull Wheel Ranch, which is a subdivision of Madison County, Montana, according to the official plat thereof on file and of record in the office of the clerk & Recorder of Madison County, Montana.

1.7 "Roadway" and "Common Improvements" shall mean any street, road, path, bikeway, or other thoroughfare, as shown on the Plat of the Property and all development entrance signs and landscaping, park land, recreational improvements, and street lighting.

1.8 "Manufactured Home" shall mean a transportable, single-family dwelling built on a steel undercarriage with wheel assembly intended for permanent occupancy contained in one unit, or in two units designed to be joined into one integral unit, which arrives at a site complete and ready for occupancy except for minor or incidental unpacking and assembly operations, and constructed so that it may be used with or without a permanent foundation and with or without removal of its undercarriage or wheel assembly.

1.9 "Modular Home" shall mean a transportable, single-family dwelling intended for permanent occupancy contained in one, two or more units designed to be joined into one integral unit incapable of again being separated for repeated transport, which arrives at a site complete and ready for occupancy except for minor or incidental unpacking and assembly operations, and constructed so that it may be fixed permanently to a foundation with removal of any undercarriage and wheel assembly.

1.10 "Manufactured Kit Homes" shall mean integrated housing components or panel system manufactured off-site for assembly on-site, and may include prepackaged material kit homes, factory constructed panel systems, or pre-cut log homes capable of meeting traditional stick-built Uniform Building Code construction requirements including the Montana Energy Code construction requirements including the Montana Energy Code for stick-built residences. "Manufactured Kit Homes" shall not include those structures as previously defined as Manufactured Homes or Modular Homes.

1.11 "Building" means any structure constructed on the property.

1.12 "May" is permissive.

1.13 "Shall" is mandatory.

1.14 "Building Envelope" shall be as set forth on the recorded plat.

## **ARTICLE II Surroundings**

2.1 Rural Area; Right to Farm: The Property is situated in an unzoned, rural area and may be subjected to conditions resulting from non-residential use, including agricultural use of neighboring lands. Such use includes the cultivation, harvesting, and storing of crops; the raising, breeding, and husbanding of livestock; the application of chemicals; the operation of heavy equipment, machinery, and trucks; and the conveyance and application of irrigation water, as well as other customary agricultural activities. Activities incident to such use may produce odors, noise, dirt, smoke or other conditions some may find offensive or incompatible with permitted land uses within the Subdivision. Normal and necessary resource management activities, legally conducted on neighboring lands, must be an expected aspect of residence within the Subdivision.

## **ARTICLE III Home Owners Association**

3.1 Bull Wheel Ranch Home Owners Association, Inc.: The property developer, Bull Wheel Properties, Inc., has caused a Montana nonprofit, mutual benefit corporation to be formed called Bull Wheel Ranch Home Owners Association, Inc. hereinafter referred to as "the Association." The purpose of the Association is to care for, protect, and maintain the Roadways, Common Improvements, and any other matters which may serve the Property so that the same will be maintained for the benefit of the Property and the owners of the individual lots herein. The Association shall be obligated to and shall assume and perform all functions and obligations imposed on it or contemplated for it under this Declaration or any similar functions or obligations imposed on it or contemplated for it under any Supplemental or Amended Declaration with respect to any Property now or hereafter subject to this Declaration. The Association shall have all powers necessary or desirable to effectuate these purposes including, but not limited to the following:

- a. The power to levy such annual or special assessments as may be deemed necessary for the proper management of the Association. Such assessments may include sums for taxes, insurance, maintenance, repair, replacement, and such other activities reasonably necessary for the proper functioning of the Association.
- b. The power to adopt and enforce such reasonable rules and regulations as may be required to effectuate the purposes of this Declaration of the Association's By-Laws.
- c. The power to enforce this Declaration and the By-Laws, rules, and regulations of the Association.
- d. The power to construct, maintain, repair, or replace improvements as set forth in the plat and make such reasonable annual or special assessments as may be required for such actions.
- e. The power to establish such reserves for capital expenditure as the Association may deem prudent.

**3.2 Membership:** Every person or entity who is the owner of the fee title or equitable title to a Lot, or Grouped Lot, or who is subject to an assessment by the Association shall automatically be a member of the Association.

A membership shall be deemed to have vested upon delivery of a duly executed deed or contract for deed to the owner.

Foreclosure of a contract, mortgage, trust indenture, or other security device and repossession of a Lot or Grouped Lot shall terminate an owner's membership, whereupon all rights to such membership shall vest in the secured party.

Membership shall terminate upon the transfer of an owner's interest in a Lot or Grouped Lot to a purchaser.

**3.3 Voting Rights:** Members shall be permitted to one vote for each Lot or Grouped Lot in which they hold the interest required for membership by Section 3.2. When more than one person or entity hold such interest or interests in any Lot or Grouped Lot, such persons or entities shall be members, and the vote for such Lot or Grouped Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote, or fractions of one vote, be cast with respect to any such Lot or Grouped Lot on any one issue.

**3.4** This section has been omitted in its entirety

**3.5 Quorum; Voting:** A quorum for the transaction of any business of the Association shall be those members comprising at least 35% of its members. Meetings of the members shall be preceded by written notice mailed to each member at his most recent known address no less than ten (10) days prior to the time appointed for a meeting. Notice of any meeting may be waived by a member, provided the waiver is in writing. A written record of any meeting shall be maintained by the Association. Any issue affecting the rights of the Members shall be submitted to vote, and the majority of those voting on any issue shall prevail, except as may be otherwise provided herein.

#### **ARTICLE IV**

#### **Members' Enjoyment of Roadway and Common Improvements**

**4.1 Member's Easement of Enjoyment:** Every member of the Association shall have a right and easement of enjoyment in and to any Roadways and Common Improvements as appear on the Plat, subject to each member's compliance with such reasonable regulations and restrictions, and the payment of such user fees, as may be imposed by the Association. Such easement shall be appurtenant to and shall pass with the title to every lot subject, however, to the following provisions:

**4.2 Restrictions:** The Association shall have the right to impose reasonable restrictions for the benefit of its members.

**4.3 Dedication to the Public:** The Association shall have the right to dedicate or transfer all or any part of the Roadways or Common Improvements to any public agency, authority, or utility for such purposes and subject to such considerations as may be agreed to by the Members. No such dedication shall be effective unless an instrument, signed by the Secretary of the Association evidencing the fact that at least two-thirds (2/3) of the Lot and Grouped Lot owners concur, has been recorded in the appropriate records of Madison County, Montana.

4.4 Suspension: The Association shall have the right to suspend the voting rights and the rights and easements of any Member for any period during which any assessment against his Lot or Grouped Lot remains delinquent.

## **ARTICLE V**

### **Architectural Committee**

5.1 Architectural Committee: There shall be an Architectural Committee of the Association comprised of not fewer than three members, each a Member of the Association, to be appointed by the Board of Directors of the Association. At least one member shall be a member of the Board of Directors. The Architectural Committee shall review plans and specifications for all improvements upon the Property in the manner specified below to assure compliance with the requirements of this Declaration.

5.2 Review: No Residential structure, garage, out building, or other structure, nor septic tank, propane tank, water tank, solar energy or wind energy components, pond, well, antenna, fencing or exterior ornament of any kind, or any addition, alteration or remodeling thereof shall be made, erected, altered, placed or permitted to remain upon the Property until plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to the Architectural Committee and approved in writing by the Committee as to harmony of external design, location in relation to surrounding structures and topography, construction, and the material to be used in the construction, and compliance with the restrictions of this Declaration.

In the event the Architectural Committee fails to approve or disapprove such design, location, construction, and materials within thirty (30) days after the detailed plans and specifications have been submitted to it, approval shall not be required and this article will be deemed to have been fully satisfied.

Any plans, specifications and proposals so approved, either expressly in writing or by the expiration of the thirty day period hereinabove provided, shall then permit the owner to commence construction in accordance with said plan, but any deviation from said plan which in the judgment of said Architectural Committee is a substantial detriment to the appearance of the structure or of the surrounding area shall be corrected to conform with the plan as submitted.

Any structure to be erected in accordance with approval so given must be erected and completed within twelve months of approval or new approval obtained. If any structure is begun and is not completed within twelve months of the commencement of the construction, and in the judgment of the Architectural Committee is of offensive or unsightly appearance, the said Committee or the Directors of the Association, at the option of either, may take such action as may be necessary in their judgment to improve the appearance so as to make the property harmonious with other properties, including completion of the exterior of the structure, screening, or covering of the structure or any combination thereof, or similar operations, and the amount of any expenditures made in so doing shall be a lien on the property and may be enforceable by an action at law.

The Architectural Committee may act by a majority of its members and any authorization or approval made by the Committee must be signed by a majority of the members thereof.

5.3 Exculpation: Neither the Association, the Architectural Committee, nor either's Members, may be held liable by any person for damages for any action taken pursuant to the provisions of this Article, including, but not limited to, damage resulting from correction, amendment, changes, or rejection of plans, the issuance of building permits, or delays associated with such action by the Architectural Committee.

**5.4 Attorney's Fees:** In any action brought by the Architectural Committee or the Association to enforce the provision hereof, the prevailing party shall be entitled to recover from the opposing party, in addition to such costs as are allowed by law, a reasonable attorney's fee to be fixed and determined in the manner provided by law.

## **ARTICLE VI Restrictions on Use of Property**

**6.1 Land Use:** No Lot or Grouped Lots within the Property shall ever be occupied or used by or for any building or purpose or in any manner, which is contrary to the provisions of the Declaration or to applicable provisions of Madison County, Montana, land use regulations applicable thereto.

**6.2 No Mining, Drilling or Quarrying:** No mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock and earth, shall ever be permitted on the surface of the Property without the written approval of the Association.

**6.3 Residential Use:** No Lot or Grouped Lot within the Property shall be used except for one single-family residential dwelling and for agricultural purposes as hereinafter provided. No Lot or Grouped Lot within the Property shall ever be occupied or used for any commercial or business purposes, provided, however that the provisions thereof shall not prevent:

- a. Any owner or his duly authorized agent from renting or leasing his Lot or Grouped Lot from time to time. The owner of a rented Lot or Grouped Lot within the Property shall remain responsible for, and subject to, all provisions of this Declaration; or
- b. Any artist, artisan, or craftsman from pursuing his artistic calling upon private area if such artist, artisan or craftsman also uses such private area for residential purposes, is self-employed and has no employees working in such private area, and does not advertise or offer any product or work of art for sale to the public upon or from such private area; or
- c. Any owner from attaching one guesthouse to a single-family residential dwelling, provided the guesthouse and the single-family residential dwelling, when considered together, otherwise comply with the provisions of this Declaration.

**6.4 Restriction on Signs:** With the exception of a sign no larger than three square feet identifying the architect and a sign of similar dimensions identifying the prime contractor to be displayed only during the course of construction and a sign no larger than three square feet for the owner to advertise his home or Lot or Grouped Lot for sale, no signs or advertising devices, including, but without limitation, commercial, political, informational, or directional signs or devices shall be erected or maintained on the Property, except signs approved in writing by the Architectural Committee as to size, materials, color, and location:

- a. As necessary to identify ownership of the Property and its address;
- b. As necessary to give directions;
- c. To advise of rules and regulations;
- d. To caution or warn of danger; and
- e. As may be required by law.

**6.5 No Re-Subdivision:** No Lot or Grouped Lot within the property shall be sub-divided; provided, however, that the boundaries of Lots or Grouped Lots may be adjusted so long as no additional Lot is created thereby and so long as any boundary adjustment is approved by the Architectural Committee.

**6.6 Underground Utility Lines:** All water, gas, septic, electrical, telephone, and other utility pipes, tanks, containers, cables or lines within the Property shall be buried underground and may not be exposed above the surface of the ground.

**6.7 Service Yards:** All clothes lines, equipment, kennels, dog runs, chicken coops, service yards or storage piles within the Property shall be kept screened by Architectural Committee approved planting or fencing so as to conceal them from the view of neighboring lots, streets, access roads, and areas surrounding the Property.

**6.8 Maintenance of Property:** All Lot or Grouped Lots within the Property and all improvements on any Property shall be kept and maintained by the owner thereof in clean, safe, attractive, and slightly condition and in good repair.

**6.9 No Noxious or Offensive Activity:** No noxious or offensive activity shall be carried on upon any Property, nor shall anything be done or placed on any Lot or Grouped Lot within the Property which is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others.

**6.10 No Hazardous Activities:** No hazardous activities shall be conducted on any Lot or Grouped Lot within the Property. Without limiting the foregoing, no firearms or fireworks shall be discharged upon any part of the Property, and no open fires shall be lighted or permitted on any Property except in a contained barbecue unit while attended and in use for cooking purposes or within safe and well-designed interior or exterior fireplaces.

**6.11 No Unsightliness:** No unsightliness shall be permitted upon any Lot or Grouped Lot within the Property. Without limiting the foregoing:

- a. Any unsightly structures, facilities, equipment, tools, boats, vehicles other than automobiles, objects and conditions shall be enclosed within an approved building or appropriately screened from view, except equipment and tools when in actual use for maintenance or repairs;
- b. No trailers, mobile homes, tractors, truck campers, and trucks other than pickup trucks shall be kept or permitted to remain on the Property except in an approved building or garage;
- c. No vehicle, boat, or equipment shall be constructed, reconstructed, repaired or abandoned upon any of the Property unless in an approved building or garage;
- d. No lumber, grass, shrub or tree clippings, bales of hay, plant waste, metal, bulk materials, or scrap shall be kept, stored, or allowed to accumulate on any Lot or Grouped Lot within the Property, except in service yards meeting the requirements of Section 6.7 or in the case of hay in a covered Building structure;
- e. Refuse, garbage or trash shall be placed and kept at all times in a covered container, and such container shall be kept within an enclosed structure or appropriately screened from view;
- f. Utility meters or other utility facilities and gas, water or other tanks, and sewage disposal systems or devices may be kept and maintained within the Lots or Grouped Lots in the Property.

**6.12 No Annoying Lights, Sounds or Odors:** No light shall be emitted from any Lot or Grouped Lot within the Property which is unreasonably bright or causes unreasonable glare, including mercury vapor lights.

No sound shall be emitted from any Property which is unreasonably loud or annoying, including without limitation speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively to protect any of the Property or Buildings; and no odors shall be emitted from any Lot or Grouped Lot within the Property which is noxious or offensive to others, including without exception barns, runs, kennels, and service yards.

6.13 Rules and Regulations: No owner shall violate the rules and regulations for the use of the Property as adopted from time to time by the Association. No such rules or regulations shall be established which violate the intention or provisions of this Declaration or which shall unreasonably restrict the use of any Lot or Grouped Lot within the Property by the owner thereof.

6.14 Structures – General: No structure shall be erected, altered, placed, or permitted to remain on any Lot or Grouped Lot within the Property except those structures that are of permanent construction and are newly constructed, provided, however, that suitable used materials may be utilized in new construction. All structures shall be completed within twelve months of commencement of construction. All dwellings and structures within the Property shall conform to the following standards:

- a. Dwellings must occupy more than 1,200 but not more than 6,000 square feet of the surface of a Lot or Grouped Lot and must include more than 1,800 square feet of living area, all exclusive of garages, patios, balconies, and porches. In addition dwellings must have an attached two or more car garage.
- b. All residences shall be not less than 20 feet (20') in width.
- c. All residences shall have roofs with pitches of not less than one foot (1') of rise for every four feet (4') of horizontal run.
- d. All residences shall be constructed with mortar-blocked or concrete foundations with adequate openings for access and ventilation.
- e. All residences shall conform to applicable Department of Housing and Urban Development (HUD) regulations if manufactured offsite.
- f. Metal siding on all residences shall run in a horizontal, vertical or diagonal direction and shall be lapped. Wood siding may run in either a horizontal, vertical, or diagonal direction.
- g. Structures shall have no reflective siding or roofing.
- h. Manufactured Kit Homes may be constructed if approved by the Architectural Committee.
- i. Modular Homes and Manufactured Homes shall not be installed or erected on any Lot or Grouped Lot.
- j. No residence or other above-ground improvement on any Lot or Grouped Lot within the Property shall rise more than 27 feet as measured from the average grade level adjoining the structure.
- k. Outbuildings shall be constructed with wood paneling or metal siding that matches that used on the residence. Construction of barns and other outbuildings from metal and metal siding is otherwise prohibited.

6.15 Location of Structures within Lots or Grouped Lots: All structures within Lots 21 through 43 shall be located within the building envelope identified upon the Plat. No structures shall be built on Lots or Grouped Lots 1 through 20 within 50 feet of roadway easement lines and 20 feet of all other property lines.

6.16 Non-Resident Owners: Non-resident owners may not stable or pasture horses unless care and feeding arrangements are made.

6.17 Maintenance of Animals: A reasonable number of generally recognized house and yard pets and horses shall be allowed to be maintained on any PROPERTY subject to the following provisions:

- a. Dogs: All dogs will be required to remain on a leash at all times when they are not contained within a house, within a run, or within the boundaries of a Lot or Grouped Lot within the Property.
- b. Horses: Not more than two (2) adult horses may be stabled, pastured, or otherwise maintained per Lot or Grouped Lot within the Property. Horses must be kept in appropriate areas by means of stock guard or fence. A foal by definition is an adult horse at six months of age. Owners are to prevent overgrazing and trampling of areas surrounding residences.
- c. Game Farms and Raising of Animals: Game farms and other animal breeding operations, including that for dogs, rabbits, and other animals, is strictly prohibited.

6.18 Number and Location of Buildings: No buildings or structures shall be placed, erected, altered, or permitted to remain on any Lot or Grouped Lot within the Property other than one, single-family dwelling house, one guesthouse within 80' of the principal residence, one attached garage, and a maximum of two other structures, which may be used as a workshop, storage shed, animal shelter, kennel, stable, or barn. No building site for any structures shall be improved without first being approved by the Architectural Committee.

6.19 Towers, Satellite Dishes and Antennae: No towers and no exposed or outside AM/FM radio, amateur ("HAM") radio, citizens band ("CB") radio, Digital Audio Radio Services ("DARS") or other electronic antennae shall be allowed or permitted to remain on any Lot or Grouped Lot within the Property, except as provided for television antennae and satellite dishes designed to receive direct broadcast satellite service, direct to home satellite service, to receive or transmit fixed wireless signals via satellite or to receive local television broadcast signals.

6.20 Used or Temporary Structures: No temporary structure, house trailer, mobile home, camper, or non-permanent outbuilding shall ever be placed or erected on any Lot or Grouped Lot within the Property except with the approval of the Architectural Committee during construction periods, and no dwelling house on any Lot or Grouped Lot shall be occupied in any manner prior to its completion without written approval of the Architectural Committee.

6.21 Exterior Construction: All exterior construction shall be completed within one year from the start of construction.

6.22 Non-conforming Uses: A use of the Property, or any portion thereof, in violation of the provisions of this Declaration at the time of its recording is a non-conforming use and may be continued; provided, however, if it is voluntarily discontinued for one (1) year or more, then it shall be deemed abandoned and any further use shall be subject to the restrictions of this Declaration.

A non-conforming use shall not be enlarged, intensified, increased, or extended unless by doing so the non-conforming use will thereby comply with the provisions of this Declaration.

The casual, temporary, or illegal use of land, dwellings, or improvements shall not be sufficient to establish the existence of a non-conforming use or to create rights in the continuance of such use.

6.23 Fencing: All new and existing fencing shall comply with applicable federal, state, and local fencing laws.

6.24 Addressing: All residences shall install an address sign visible for all services to readily locate the property.

6.25 Bull Wheel Ranch Water Association: Lots 28-37, 39, 40 and 42 are included in the Bull Wheel Ranch Water Association and must comply with all requirements therein.

6.26 Solar and Wind Energy: Prior to an owner installing any solar or wind energy component, a review of plans by the Architectural Committee is required. The Association's intent is not to prohibit an owner's right to use renewable energy sources; but rather to work with owners regarding the size and placement of components to an extent feasible in a location that limits their visibility without negatively effecting performance. Roof mounted solar panel arrays should be parallel with and conform to the slope of the roof and not extend above the roofline. All wiring and piping components should be in bronze, black or a color that matches the structure color so as to be unnoticeable. Ground mounted components may be required to be screened within a service yard described in Sec 6.7 to reduce visibility.

## **ARTICLE VII**

### **Assessments**

7.1 Lien for Assessments: The Association shall maintain the Roadway and Common Improvements. Declarant covenants, and by acceptance of a deed conveying, or by contraction to purchase a Lot or Grouped Lot, each owner covenants, whether or not expressed in any such deed or other conveyance, to be a Member of the Association and to be subject to the terms and conditions of this Declaration, particularly with respect to the assessments of the Association. All assessments of the Association, together with a penalty of ten percent (10%) of the assessment until paid, and costs of collection, including a reasonable attorney's fee shall be a charge on the land and shall constitute a lien upon the Lot or Grouped Lot against which the assessment is made. Such lien shall be deemed perfected upon filing with the Madison County Clerk and Recorder of an account of the assessments due, together with a correct description of the Lot or Grouped Lot to be charged with such lien, verified by affidavit, but any error or mistake in the account of description shall not effect the validity of the lien if the property can be identified by description. The priority of such lien shall be determined as of the time of filing with the Clerk and Recorder, and it shall be deemed subordinate to all previously recorded or filed interests. Each such assessment, together with interest thereon, and all costs of collection, as mentioned above, shall also be the personal obligation of the owner of such Lot or Grouped Lot at the time when such assessment became due. The Association may establish additional rules concerning the collection of assessments.

7.2 Purpose of Assessments: Assessments may be levied by the Association for the following purposes:

- a. Roadway maintenance
- b. Snow removal
- c. Insurance and fire protection
- d. Taxes
- e. Maintenance and enhancement of Common Improvements
- f. Collection and enforcement costs
- g. Utility expenses
- h. Expenses related to weed control
- i. Legal and accounting expenses

7.3 Amount of Assessments: Each Lot or Grouped Lot within the Property shall be assessed an amount annually, payable within thirty (30) days of mailing a notice of assessment, in an amount to be determined by

the Association's Board of Directors; provided, however, that assessments shall not be increased more than fifteen percent (15%) annually without the approval of at least two-thirds (2/3) of the owners of the Lots and Grouped Lots within the Property, either at the annual meeting of the Association or in writing.

## **ARTICLE VIII General Provisions**

**8.1 Severability:** The invalidity or unenforceability of any provision of this Declaration or any Supplemental or Amended Declaration in whole or in part shall not effect the validity or enforceability of any other provision of this Declaration.

**8.2 Captions:** The captions and headings in this instrument are for convenience only and shall not be considered in construing any provision, restriction, covenant or condition contained in this Declaration.

**8.3 Enforcement:** Failure to enforce any of the restrictions, rights, reservations, limitations, or covenants contained herein, or is any Supplemental or Amended Declaration, shall not in any event be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. Upon the violation of any of the covenants or restrictions set forth herein, any owner of a Lot or Grouped Lot within the Property or the Association may bring an action to enjoin and restrain said violation or collect damages or other dues on account thereof. In the event of such litigation, the prevailing party shall be entitled to a reasonable attorney's fee.

**8.4 Books and Records:** The books and records of the Association shall be available for inspection by a Member, his attorney, or agent, for any purpose at any reasonable time upon written demand stating the purpose thereof.

**8.5 Amendment:** The provisions of this Declaration shall run with the land from the date of recording for a period of thirty-five years, after which they shall be automatically renewed unless amended by the written agreement of the persons owning two-thirds (2/3) of the Lot and Grouped Lots within the Property.

IN WITNESS WHEREOF, the undersigned have executed these Sixth Amendment and Restatement to Declarations, Restrictions, Protective Covenants and Conditions for Bull Wheel Ranch of Madison County, Montana, on the day and year first above written.

Bull Wheel Ranch Home Owners Association, Inc.

By: Gay Hodley

Its: President

Attest

By: Patrick Soalson

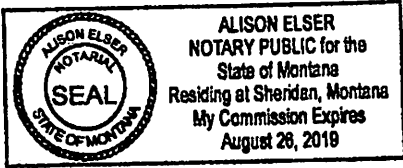
Its: Secretary

(STATE OF MONTANA)

(County of Madison)

On this 6<sup>th</sup> day of August, 2018, before the undersigned, a Notary Public, personally appeared Gary Hadley, President of Bull Wheel Ranch Home Owners, Inc., known to me to be the person whose name is subscribed to the written instrument, and acknowledged to me that they executed the same.

Alison Elser

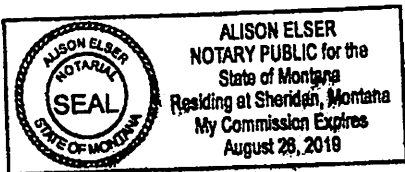


(STATE OF MONTANA)

(County of Madison)

On this 6<sup>th</sup> day of August, 2018, before the undersigned, a Notary Public, personally appeared Patrice Toalson, Secretary of Bull Wheel Ranch Home Owners, Inc., known to me to be the person whose name is subscribed to the written instrument, and acknowledged to me that they executed the same.

Alison Elser



FIFTH AMENDMENT TO  
DECLARATIONS, RESTRICTIONS, PROTECTIVE COVENANTS  
AND CONDITIONS FOR BULL WHEEL RANCH

The undersigned, property owners of the Bull Wheel Ranch hereinafter referred to as "Owners," hereby establishes and declares on behalf of themselves, their successors and assigns, the following amendments to the Declarations, Restrictions, Protective Covenants and Conditions, recorded on the 7<sup>th</sup> day of August, 1996, at Book 401, page 242, and subsequent First Amendment to Declarations recorded on the 21<sup>st</sup> day of August, 1996, at Book 401, page 549, and subsequent Second Amendment to Declarations recorded on the 31<sup>st</sup> day of October, 1997, at Book 412, page 820, and subsequent Third Amendment to Declarations recorded on the 9<sup>th</sup> day of September, 2003, at Book 493, page 486, and subsequent Fourth Amendment to Declarations recorded on the 5<sup>th</sup> day of February, 2004, at Book 502, page 226, records of Madison County, Montana, hereinafter the "Declarations."

Recitals:

WHEREAS, Bull Wheel Ranch is a subdivision of Madison County, Montana, hereinafter referred to as the "Property," and more particularly described as follows, to-wit:

Lots 1 through and including Lot 43 of Bull Wheel Ranch, which is a subdivision of Madison County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Madison County, Montana. Plat Book 4, Page 293.

WHEREAS, the Declarations, Restrictions, Protective Covenants and Conditions were recorded on the 7<sup>th</sup> day of August, 1996, at Book 401, page 242, and subsequent First Amendment to the Declarations was recorded on the 21<sup>st</sup> day of August, 1996, at Book 401, page 549, and subsequent Second Amendment to the Declarations was recorded on the 31<sup>st</sup> day of October, 1997, at Book 412, page 820, and subsequent Third Amendment to Declarations recorded on the 9<sup>th</sup> day of September, 2003, at Book 493, page 486, and subsequent Fourth Amendment to Declarations recorded on the 5<sup>th</sup> day of February, 2004, at Book 502, page 226, all of the records of Madison County, Montana;

WHEREAS, the Owners are desirous of amending the Declarations to add an item required to be reviewed, under Article V, 5.2, by the Architectural Committee, prior to construction.





David Benjamin  
DAVID BENJAMIN

Carolyn Benjamin  
CAROLYN BENJAMIN

STATE OF Virginia )

City of Charlottesville : ss.  
County of Charlottesville

On this 23 day of September, 2004, before me personally appeared DAVID BENJAMIN and CAROLYN BENJAMIN, whose identities are personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that said document was signed by them, and acknowledged to me that they executed the same.

Marsha L. Early  
Notary Public for the State of Virginia  
Printed Name: Marsha L. Early  
Residing at: 354 Locust Lane, Ruckersville  
My commission expires: 9-30-07  
2007

(SEAL)







Robert A Kreider

ROBERT A. KREIDER

Sue G Kreider

SUE G. KREIDER

STATE OF AL )

: ss.

County of JEFFERSON

On this 8<sup>th</sup> day of October, 2004, before me personally appeared ROBERT A. KREIDER and SUE KREIDER, whose identities are personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that said document was signed by them, and acknowledged to me that they executed the same.

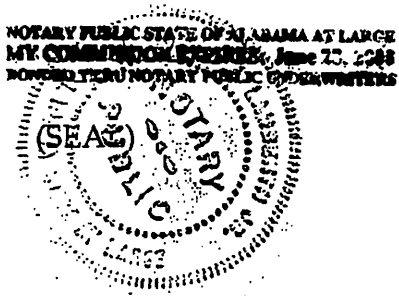
Thomas Lambeth

Notary Public for the State of Alabama

Printed Name: Thomas Lambeth

Residing at: Ansouth Bank, 241 Summit Blvd, B'ham 35243

My commission expires: \_\_\_\_\_



Peter A. Rogstad  
PETER A. ROGSTAD

Anna I. Rogstad  
ANNA I. ROGSTAD

STATE OF MONTANA )

: ss.

County of Madison )

On this 8th day of October, 2004, before me personally appeared PETER A. ROGSTAD AND ANNA I. ROGSTAD, whose identities are personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that said document was signed by them, and acknowledged to me that they executed the same.

Jackie Ann Kittling  
Notary Public for the State of Montana  
Printed Name: JACKIE ANN KITTLING  
Residing at: LEWIS  
My commission expires: 10-22-2006

(SEAL)

David C. Horton  
DAVID C. HORTON

Carol B. Horton  
CAROL B. HORTON

STATE OF MONTANA )

: ss.

County of Madison )

On this 17th day of October, 2004, before me personally appeared DAVID C. HORTON and CAROL B. HORTON, whose identities are personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that said document was signed by them, and acknowledged to me that they executed the same.



Danelle M. Churchman

Notary Public for the State of Montana

Printed Name: Danelle M. Churchman

Residing at: Ennis

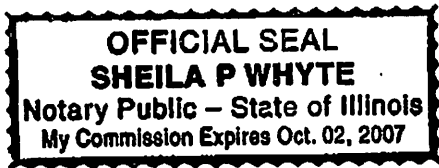
My commission expires: 7/10/2008

Bernard A. Oglietti  
BERNARD OGLIETTI

Patrice Oglietti  
PATRICE OGLIETTI

STATE OF ILLINOIS )  
County of DePage : ss. )

On this 28<sup>th</sup> day of October, 2004, before me personally appeared BERNARD OGLIETTI and PATRICE OGLIETTI, whose identities are personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that said document was signed by them, and acknowledged to me that they executed the same.



(SEAL)

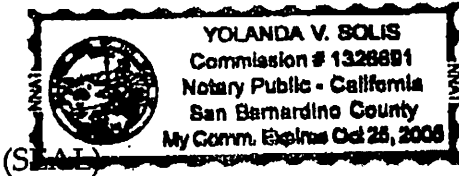
Sheila P. Whyte  
Notary Public for the State of Illinois  
Printed Name: SHEILA P. WHYTE  
Residing at: 950 E. BALDWIN Rd. PALATINE IL  
My commission expires: 10/02/2007 60074

[Signature]  
LARRY LEONARD  
[Signature]  
ANN LEONARD

STATE OF California )

County of San Bernardino : ss.

On this 3rd day of December, 2004, before me personally appeared LARRY LEONARD and ANN LEONARD, whose identities are personally known to me <sup>(and</sup> ~~or~~ proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that said document was signed by them, and acknowledged to me that they executed the same.



[Signature]  
Notary Public for the State of California  
Printed Name: Yolanda V. Solis  
Residing at: 1107 N. Orange Street  
My commission expires: 10/28/2008

**FOURTH AMENDMENT TO  
DECLARATIONS, RESTRICTIONS, PROTECTIVE COVENANTS  
AND CONDITIONS FOR BULL WHEEL RANCH**

The undersigned, property owners of the Bull Wheel Ranch hereinafter referred to as "Owners," hereby establishes and declares on behalf of themselves, their successors and assigns, the following amendments to the Declarations, Restrictions, Protective Covenants and Conditions, recorded on the 7<sup>th</sup> day of August, 1996, at Book 401, page 242, and subsequent First Amendment to Declarations recorded on the 21<sup>st</sup> day of August, 1996, at Book 401, page 549, and subsequent Second Amendment to Declarations recorded on the 31<sup>st</sup> day of October, 1997, at Book 412, page 820, and subsequent Third Amendment to Declarations recorded on the 9<sup>th</sup> day of September, 2003, at Book 493, page 486, records of Madison County, Montana, hereinafter the "Declarations."

**Recitals:**

WHEREAS, Bull Wheel Ranch is a subdivision of Madison County, Montana, hereinafter referred to as the "Property," and more particularly described as follows, to-wit:

Lots 1 through and including Lot 43 of Bull Wheel Ranch, which is a subdivision of Madison County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Madison County, Montana.

WHEREAS, the Declarations, Restrictions, Protective Covenants and Conditions were recorded on the 7<sup>th</sup> day of August, 1996, at Book 401, page 242, and subsequent First Amendment to the Declarations was recorded on the 21<sup>st</sup> day of August, 1996, at Book 401, page 549, and subsequent Second Amendment to the Declarations was recorded on the 31<sup>st</sup> day of October, 1997, at Book 412, page 820, and subsequent Third Amendment to Declarations recorded on the 9<sup>th</sup> day of September, 2003, at Book 493, page 486, all of the records of Madison County, Montana;

WHEREAS, the Owners are desirous of amending the Declarations to clarify the definitions of "Building Envelope";

WHEREAS, as owners of two-thirds (2/3) of the Lots in the Bull Wheel Ranch subdivision, the undersigned own sufficient number of lots to approve this amendment to the Declarations, as required under Article 8.2 of said Declarations.

NOW THEREFORE, the Declarations, Restrictions, Protective Covenants and Conditions for Bull Wheel Ranch shall be amended as follows:



ATTEST:

*CBC*

C. Bruce Combs, Secretary

STATE OF MONTANA )  
: ss.  
County of Gallatin )

On this 17th day of Nov., 2003, before me personally appeared C. BRUCE COMBS, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the Secretary of the BULL WHEEL PROPERTIES, INC., and that said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.



*Tammy L. Gillette*  
Notary Public for the State of Montana  
Printed Name: Tammy L. Gillette  
Residing at: Belgrade MT  
My commission expires: 4-22-2004



David Benjamin  
DAVID BENJAMIN

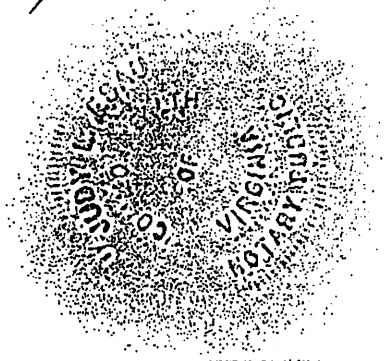
Carolyn Benjamin  
CAROLYN BENJAMIN

STATE OF Virginia )  
County of Albemarle ) : ss.

On this \_\_\_ day of \_\_\_\_\_, 2003, before me personally appeared DAVID BENJAMIN and CAROLYN BENJAMIN, whose identities are personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that said document was signed by them, and acknowledged to me that they executed the same.

Judy L Esau  
Notary Public for the State of Virginia  
Printed Name: JUDY L ESAU  
Residing at: Charlottesville VA  
My commission expires: 1/31/2005

(SEAL)



*Bernard Oglietti*

BERNARD OGLIETTI

*Patrice Oglietti*

PATRICE OGLIETTI

STATE OF ILLINOIS )  
: ss.  
County of DuPage )

On this 28 day of NOV, 2003, before me personally appeared BERNARD OGLIETTI and PATRICE OGLIETTI, whose identities are personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that said document was signed by them, and acknowledged to me that they executed the same.

*Peter Prainito*

Notary Public for the State of IL  
Printed Name: Peter Prainito  
Residing at: LINCOLN IL  
My commission expires: 11-6-2005

(SEAL)







David C. Horton  
DAVID C. HORTON

Carol B. Horton  
CAROL B. HORTON

STATE OF MONTANA )  
 : ss.  
County of Madison )

On this 10<sup>th</sup> day of November, 2003, before me personally appeared DAVID C. HORTON and CAROL B. HORTON, whose identities are personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that said document was signed by them, and acknowledged to me that they executed the same.

Judy A. McCrory  
Notary Public for the State of Montana  
Printed Name: Judy A. McCrory  
Residing at: Ennis  
My commission expires: December 3, 2006



Judy A. McCrory  
Notary Public for the State of Montana  
Residing at Ennis, Montana  
My Commission Expires December 3, 2006

*Milton Michaelis*

MILTON MICHAELIS

*Linda Michaelis*

LINDA MICHAELIS

STATE OF California )  
County of Riverside ) : ss.

On this 10 day of December, 2003, before me personally appeared MILTON MICHAELIS and LINDA MICHAELIS, whose identities are ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that said document was signed by them, and acknowledged to me that they executed the same.

*Cheryl A. Orr*

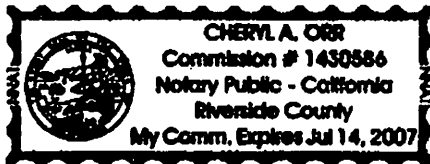
Notary Public for the State of California

Printed Name: Cheryl A. Orr

Residing at: 55-955 PGA BLVD -LA Quinta, CA

My commission expires: July 14, 2007

(SEAL)



INDEXED *AB*  
FILED *AB*

BOOK 493 PAGE 486

**THIRD AMENDMENT TO  
DECLARATIONS, RESTRICTIONS, PROTECTIVE COVENANTS  
AND CONDITIONS FOR BULL WHEEL RANCH**

The undersigned, Bull Wheel Properties, Inc., a Montana Corporation, hereinafter referred to as "Declarant," hereby establishes and declares on behalf of itself, its successors and assigns, the following amendments to the Declarations, Restrictions, Protective Covenants and Conditions, recorded on the 7<sup>th</sup> day of August, 1996, at Book 401, page 242, and subsequent First Amendment to Declarations recorded on the 21<sup>st</sup> day of August, 1996, at Book 401, page 549, and subsequent Second Amendment to Declarations recorded on the 31<sup>st</sup> day of October, 1997, at Book 412, page 820, records of Madison County, Montana, hereinafter the "Declarations."

Recitals:

WHEREAS, Bull Wheel Ranch is a subdivision of Madison County, Montana, hereinafter referred to as the "Property," and more particularly described as follows, to-wit:

Lots 1 through and including Lot 43 of Bull Wheel Ranch, which is a subdivision of Madison County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Madison County, Montana.

WHEREAS, the Declarations, Restrictions, Protective Covenants and Conditions were recorded on the 7<sup>th</sup> day of August, 1996, at Book 401, page 242, and subsequent First Amendment to the Declarations was recorded on the 21<sup>st</sup> day of August, 1996, at Book 401, page 549, and subsequent Second Amendment to the Declarations was recorded on the 31<sup>st</sup> day of October, 1997, at Book 412, page 820, all of the records of Madison County, Montana;

WHEREAS, the Declarant is desirous of amending the Declarations to amend the restrictions for building sites, voting, and other Designated Purposes on Lots 5, 6, 7, 8, 9, 10, and 11 within the subdivision;

WHEREAS, as owner of two-thirds (2/3) of the Lots in the Bull Wheel Ranch subdivision, the undersigned own sufficient number of lots to approve this amendment to the Declarations, as required under Article 8.2 of said Declarations.

NOW THEREFORE, the Declarations, Restrictions, Protective Covenants and Conditions for Bull Wheel Ranch shall be amended as follows:

1. Upon the Effective Date of this Amendment, and for certain Designated Purposes under the Declarations, Restrictions, Protective Covenants and Conditions for Bull Wheel Ranch, recorded on the 7<sup>th</sup> day of August, 1996, at Book 401, page 242, and subsequent First Amendment recorded on the 21<sup>st</sup> day of August, 1996, at Book 401, page 549, and subsequent Second Amendment recorded on the 31<sup>st</sup> day of October, 1997, at Book 412, page 820, all of the records of Madison County, Montana, Grouped Lots shall be treated as being only one (1) Lot.
  - 1.1 For purposes of this provision, "Grouped Lots" shall mean:
    - 1.1.1 Lots 5, 6, and 7.
    - 1.1.2 Lots 8 and 9.
    - 1.1.3 Lots 10 and 11
  - 1.2 For purposes of this provision, "Designated Purposes" shall mean, under the Declarations.
    - 1.2.1 Membership in the Association pursuant to Article 3.2;
    - 1.2.2 Voting Rights in the Association pursuant to Article 3.3;
    - 1.2.3 Residential Use pursuant to Article 6.3;
    - 1.2.4 Amount of Assessments pursuant to Article 7.3; and
    - 1.2.5 Amendment pursuant to Article 8.5.
2. Other than as set forth herein, all other restrictions set forth in the original Declarations, Restrictions, Protective Covenants and Conditions, and the subsequent First Amendment and subsequent Second Amendment, shall remain in full force and effect.

DATED this 29 day of August, 2003.



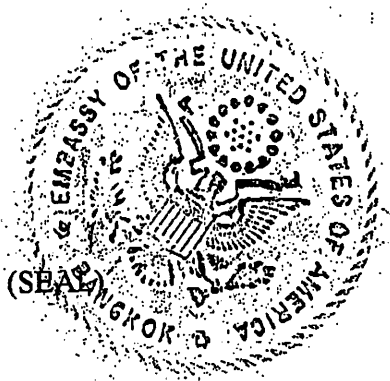


*Douglas W Clayton*  
DOUGLAS W. CLAYTON

UNITED STATES EMBASSY

BANGKOK, THAILAND

On this \_\_\_\_ day of 29 AUG 2003, 2003, before me personally appeared DOUGLAS W. CLAYTON, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that said document was signed by him, and acknowledged to me that he executed the same.



*Wayne Davis*  
Notary Public for the State of \_\_\_\_\_  
Printed Name: Wayne W. Davis  
Residing at: Consular Associate of the  
United States of America  
My commission expires: Indefinite

David C Benjamin  
DAVID BENJAMIN

Carolyn Benjamin  
CAROLYN BENJAMIN

STATE OF Montana )  
County of Madison : ss.

On this 7<sup>th</sup> day of September 2003, before me personally appeared DAVID BENJAMIN and CAROLYN BENJAMIN, whose identities are personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that said document was signed by them, and acknowledged to me that they executed the same.

Jeanne A. Gallentine  
Notary Public for the State of Montana  
Printed Name: Jeanne A. Gallentine  
Residing at: Ennis MT  
My commission expires: 5/27/2006



JEANNE A. GALLENTE  
NOTARY PUBLIC for the State of Montana  
Residing at Ennis, Montana  
My Commission Expires May 27, 2006



Traced by \_\_\_\_\_  
Plotted by *SM*

063440

BOOK 412 PAGE 820

SECOND AMENDMENT TO  
DECLARATIONS, RESTRICTIONS, PROTECTIVE COVENANTS  
AND CONDITIONS FOR BULL WHEEL RANCH

The undersigned, Bull Wheel Properties, Inc., a Montana Corporation, hereinafter referred to as "Declarant," hereby establishes and declares on behalf of itself, its successors and assigns, the following amendments to the Declarations, Restrictions, Protective Covenants and Conditions, recorded on the 7th day of August, 1996, at Book 401, page 242, and subsequent First Amendment to Declarations, Restrictions, Protective Covenants and Conditions, recorded on the 21st day of August, 1996, at Book 401, page 549, records of Madison County, Montana, hereinafter the "Declarations."

Recitals:

WHEREAS, Declarant is the owner of certain real property within Bull Wheel Ranch, which is a subdivision of Madison County, Montana, hereinafter referred to as the "Property", and more particularly described as follows, to-wit:

Lots 1 through and including Lot 43 of Bull Wheel Ranch, which is a subdivision of Madison County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Madison County, Montana.

WHEREAS, the Declarations, Restrictions, Protective Covenants and Conditions, were recorded on the 7th day of August, 1996, at Book 401, page 242, of the records of Madison County, Montana, and subsequent First Amendment was recorded on the 21st day of August, 1996, at Book 401, page 549, of the records of Madison County, Montana;

WHEREAS, the Declarant is desirous of amending the Declarations to provide a definition for the term "building envelope," said term being found in Article VI, paragraph 6.15:

WHEREAS, as owner of two-thirds (2/3) of the Lots in the Bull Wheel subdivision, the Declarant owns sufficient number of lots to approve this amendment to the Declaration, as required under Article 8.2 of said Declarations;

NOW THEREFORE, the Declarations, Restrictions, Protective Covenants and Conditions for Bull Wheel Ranch shall be amended as follows:

1. Effective upon execution hereof, the following definition shall be added to the Declarations under Article I, Definitions, as paragraph 1.14:

1.14 "Building envelope" shall mean a set back of thirty feet (30') from roads, twenty feet (20') from all boundaries, and seventy-five feet (75') from the edge of the bluff for Lots 21-31.

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*AV*  
*JMC*

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BOOK 401 PAGE 549

**FIRST AMENDMENT TO  
DECLARATIONS, RESTRICTIONS, PROTECTIVE COVENANTS  
AND CONDITIONS FOR BULL WHEEL RANCH**

The undersigned, Bull Wheel Properties, Inc., a Montana Corporation, hereinafter referred to as "Declarant," hereby establishes and declares on behalf of itself, its successors and assigns, the following amendments to the Declarations, Restrictions, Protective Covenants and Conditions, recorded on the 7th day of August, 1996, at Book 401, page 242, of the records of Madison County, Montana, hereinafter the "Declarations."

**Recitals:**

WHEREAS, Declarant is the owner of certain real property consisting of forty-three lots within Bull Wheel Ranch, which is a subdivision of Madison County, Montana, hereinafter referred to as the "Property", and more particularly described as follows, to-wit:

Lots 1 through and including Lot 43 of Bull Wheel Ranch, which is a subdivision of Madison County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Madison County, Montana.

WHEREAS, the Declarations, Restrictions, Protective Covenants and Conditions, were recorded on the 7th day of August, 1996, at Book 401, page 242, of the records of Madison County, Montana;

WHEREAS, the Declarant is desirous of amending the Declarations to further limit the voting rights, assessments, and building sites on Lots 5, 6, 7, 8, 9, 10, and 11 within the subdivision;

WHEREAS, the Declarant is desirous that such amendment be effective upon the performance of the obligation secured by the trust indenture set forth in Exhibit A by Douglas W. Clayton and Marisa Viravaidya, and the reconveyance by the trustee therein of the interest in the described real property to the grantor;

WHEREAS, as owner of 100% of the Lots in the Bull Wheel subdivision, the Declarant owns sufficient number of lots to approve this amendment to the Declaration, as required under Article 8.2 of said Declarations;

WHEREAS, by signature hereto, Douglas W. Clayton and Marisa Viravaidya, as the Buyers of Lots 5 through 12, inclusive, under the Buy-Sell Agreement dated July 16, 1996, and in which Bull Wheel Ranch, Inc. is Seller, Buyers are desirous of signaling their acceptance of the further restrictions on said Lots 5, 6, 7, 8, 9, 10, and 11, contained herein;

WHEREAS, by signature hereto, the undersigned County Commissioner for Madison County is desirous of setting forth, on behalf of all Madison County Commissioners, in accordance with Article 8.5 of the Declarations, approval of such amendment.

NOW THEREFORE, the Declarations, Restrictions, Protective Covenants and Conditions for Bull Wheel Ranch shall be amended as follows:

1. Upon the Effective Date of this Amendment, and for certain Designated Purposes under the Declarations, Restrictions, Protective Covenants and Conditions for Bull Wheel Ranch, recorded on the 7th day of August, 1996, at Book 401, page 242, of the records of Madison County, Montana, Grouped Lots shall be treated as being only one (1) Lot.
  - 1.1 For purposes of this provision, "Grouped Lots" shall mean:
    - 1.1.1 Lots 5 and 6.
    - 1.1.2 Lots 7, 8, and 9.
    - 1.1.3 Lots 10 and 11.
  - 1.2 For purposes of this provision, "Designated Purposes" shall mean, under the Declarations:
    - 1.2.1 Membership in the Association pursuant to Article 3.2;
    - 1.2.2 Voting Rights in the Association pursuant to Article 3.3;
    - 1.2.3 Residential Use pursuant to Article 6.3;
    - 1.2.4 Amount of Assessments pursuant to Article 7.3; and
    - 1.2.5 Amendment pursuant to Article 8.5.
2. The effective date ("Effective Date") for the Designated Purposes set forth above upon the performance of the obligation secured by the trust indenture set forth in Exhibit A by Douglas W. Clayton and Marisa Viravaidya, and the reconveyance by the trustee therein of the interest in the described real property to the grantor. Notwithstanding the foregoing, this First Amendment to Declarations, Restrictions, Protective Covenants and Conditions for Bull Wheel Ranch shall not be effective:
  - 2.1 So long as the obligation secured by the trust indenture set forth in Exhibit A has not been fully performed; or

- 2.2 In the event of default by the Makers on the obligation secured by the trust indenture set forth in Exhibit A. In the event of default by Makers on the obligation secured by the trust indenture set forth in Exhibit A, this First Amendment shall have no further force or effect.
- 3. By signature hereto, Douglas W. Clayton and Marisa Viravaidya, as the Buyers of Lots 5 through 12, inclusive, under the Buy-Sell Agreement dated July 16, 1996, and in which Bull Wheel Ranch, Inc. is Seller, Buyers set forth their acceptance of the further terms, conditions, and further restrictions on said Lots 5, 6, 7, 8, 9, 10, and 11, set forth herein.
- 4. Effective upon execution hereof, Article 8.5 of the Declarations is hereby amended in its entirety to read as follows:  
  
8.5 Amendment: The provisions of this Declaration shall run with the land from the date of recording for a period of thirty-five years, after which they shall be automatically renewed unless amended by the written agreement of the persons owning two-thirds (2/3) of the Lots with the Property.
- 5. By signature hereto, the undersigned Madison County Commissioner sets forth, on behalf of all Madison County Commissioners, acceptance of this First Amendment to the Declarations, Restrictions, Protective Covenants and Conditions, recorded on the 7th day of August, 1996, at Book 401, page 242, of the records of Madison County, Montana.
- 6. Other than as set forth herein, all other restrictions set forth in the original Declaration, Restrictions, Protective Covenants and Conditions, remain in full force and effect..

DATED this 16<sup>th</sup> day of August, 1996.

BULL WHEEL PROPERTIES, INC.  
a Montana Corporation

By Timothy T. Combs  
Timothy T. Combs, President

ATTEST:

C. Bruce Combs  
C. Bruce Combs, Secretary

APPROVED BY:

C. Ted Coffman  
Madison County Commissioner

ACCEPTED BY:

Douglas W. Clayton by John F. Faulstich  
Douglas W. Clayton per State of Montana  
Marisa Viravaidya by John F. Faulstich Attorney dated: 8/5/96  
Marisa Viravaidya per Power of Attorney dated: 8/5/96

STATE OF MONTANA )  
: ss.  
County of Madison )

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On this 19<sup>th</sup> day of August, 1996, before me personally appeared TIMOTHY T. COMBS, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the President of the BULL WHEEL PROPERTIES, INC., and that said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.



James A. Pallentine  
Notary Public for the State of Montana  
Residing at Canon, Montana  
My Commission Expires: 5/27/1998

STATE OF MONTANA )  
: ss.  
County of Gallatin )

On this 16<sup>th</sup> day of August, 1996, before me personally appeared C. BRUCE COMBS, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the Secretary of the BULL WHEEL PROPERTIES, INC., and that said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.



James R. Mills  
Notary Public for the State of Montana  
Residing at Bellevue, Montana  
My Commission Expires: 4-22-2000

STATE OF MONTANA )  
County of Madison )

BOOK 401 PAGE 553

: ss.

On this 20<sup>th</sup> day of August, 1996, before me personally appeared C. Ted Coffman, Madison County Commissioner, personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is a Madison County Commissioner, and that said document was signed by him in behalf of all Madison County Commissioners and acknowledged to me that said he executed the same.

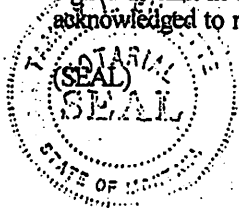


Lucie L. Sonderson  
Notary Public for the State of Montana  
Residing at Ennis, Montana  
My Commission Expires: 9-14-99

STATE OF MONTANA )  
County of Gallatin )

: ss.

On this 16<sup>th</sup> day of August, 1996, before me personally appeared JOHN H. TARLOW, as attorney-in-fact for MARISA VIRAVAIIDYA and DOUGLAS W. CLAYTON, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the attorney-in-fact for MARISA VIRAVAIIDYA and DOUGLAS W. CLAYTON, and that said document was signed by him in behalf of MARISA VIRAVAIIDYA and DOUGLAS W. CLAYTON, and acknowledged to me that he executed the same.



Thomas L. Silbert  
Notary Public for the State of Montana  
Residing at Bellevue, Montana  
My Commission Expires: 4-27-2000

Filed for record on the 21st day of  
AUGUST A.D. 19 96 at 9:25  
o'clock A.M. and recorded in Volume 401  
of RECORDS of Page 549-553  
Records of Madison County, Montana  
By Cheryl Hartz  
County Recorder

**DECLARATIONS, RESTRICTIONS  
PROTECTIVE COVENANTS AND CONDITIONS FOR  
BULL WHEEL RANCH**

This declaration is made this \_\_\_\_ day of \_\_\_\_\_, 1996, by the undersigned, Bull Wheel Properties, Inc., hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of certain real property consisting of forty three lots within Bull Wheel Ranch, which is a subdivision of Madison County, Montana, hereinafter referred to as the "Property", and more particularly described as follows, to-wit:

Lots 1 through and including Lot 43 of Bull Wheel Ranch, which is a subdivision of Madison County, Montana, according to the official plat thereof on file and of record in the office of the Clerk & Recorder of Madison county, Montana;

WHEREAS, Declarant desires to establish a residential community of country homes on the property designed to maintain the natural beauty and environmental integrity of the Property and to preserve, protect, and enhance such values and amenities for the benefit of individual lot owners;

WHEREAS, Declarant desires to subject the Property to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the Property and its present and subsequent owners as hereinafter specified, and will convey the property subject thereto,

NOW, THEREFORE, Declarant hereby declare that all of the Property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions, and reservations hereinafter set forth. These easements, covenants, restrictions, conditions, and reservations shall constitute covenants to run with the land and shall be binding upon all persons having any right, title, or interest in the Property or in any part thereof, their heirs, successors, and assigns, and shall apply to each present and future owner thereof.

**ARTICLE I  
Definitions**

Whenever used in this Declaration, the following terms shall have the following meanings:

1.1 "Association" shall mean the Bull Wheel Ranch Home Owners Association, Inc., a Montana nonprofit, mutual benefit corporation, and its successors and assigns.

1.2 "Declarant" shall mean Bull Wheel Properties, Inc., its successors and assigns.

1.3 "Declaration" shall mean the Declarations, Restrictions, Protective Covenants and Conditions for Bull Wheel Ranch, as recorded in the office of the Clerk & Recorder of Madison County, Montana, contemporaneously with the Plat, as hereinafter defined.

1.4 "Property" shall mean Lots 1 through and including Lot 43 of Bull Wheel Ranch, which is a subdivision of Madison County, Montana, according to the official plat thereof on file and of record in the office of the Clerk & Recorder of Madison County, Montana, and such additions thereto as may be hereafter brought within the jurisdiction of the Association by recorded declaration in the manner hereinafter set forth.

1.5 "Lot" shall mean any numbered parcel within the Property.

1.6 "Plat" shall mean the final plat of the Bull Wheel Ranch, which is a subdivision of Madison County, Montana, according to the official plat thereof on file and of record in the office of the Clerk & Recorder of Madison County, Montana.

1.7 "Roadway" and "Common Improvements" shall mean any street, road, path, bikeway, or other thoroughfare, as shown on the Plat of the Property, and all development entrance signs and landscaping, park land, recreational improvements, and street lighting.

1.8 "Manufactured Home" shall mean a transportable, single-family dwelling built on a steel undercarriage with wheel assembly intended for permanent occupancy contained in one unit, or in two units designed to be joined into one integral unit, which arrives at a site complete and ready for occupancy except for minor or incidental unpacking and assembly operations, and constructed so that it may be used with or without a permanent foundation and with or without removal of its undercarriage or wheel assembly.

1.9 "Modular Home" shall mean a transportable, single-family dwelling intended for permanent occupancy contained in one, two or more units designed to be joined into one integral unit incapable of again being separated for repeated transport, which arrives at a site complete and ready for occupancy except for minor or incidental unpacking and assembly operations, and constructed so that it may be fixed permanently to a foundation with removal of any undercarriage and wheel assembly.

1.10 "Manufactured Kit Homes" shall mean integrated housing components or panel system manufactured off-site for assembly on-site, and may include prepackaged material kit homes, factory constructed panel systems, or pre-cut log homes capable of meeting traditional stick-built Uniform Building Code construction requirements including the Montana Energy Code construction requirements including the Montana Energy Code for stick-built residences. "Manufactured Kit Homes" shall not include those structures as previously defined as Manufactured Homes or Modular Homes.

1.11 "Building" means any structure constructed on the Property.

1.12 "May" is permissive.

1.13 "Shall" is mandatory.

## ARTICLE II Surroundings

2.1 Rural Area; Right to Farm: The Property is situated in an unzoned, rural area and may be subjected to conditions resulting from non-residential use, including agricultural use, of neighboring lands. Such use includes the cultivation, harvesting, and storing of crops; the raising, breeding, and husbanding of livestock; the application of chemicals; the operation of heavy equipment, machinery, and trucks; and the conveyance and application of irrigation water, as well as other customary agricultural activities. Activities incident to such use may produce odors, noise, dirt, smoke, or other conditions some may find offensive or incompatible with permitted land uses within the Subdivision. Normal and necessary resource management activities, legally conducted on neighboring lands, must be an expected aspect of residence within the Subdivision.

## ARTICLE III Home Owners Association

3.1 Bull Wheel Ranch Home Owners Association, Inc.: Declarant has caused a Montana nonprofit, mutual benefit corporation to be formed called Bull Wheel Ranch Home Owners Association, Inc., hereinafter referred to as "the Association." The purpose of the Association is to care for, protect, and maintain the Roadways, Common Improvements, and any other matters which may serve the Property so that the same will be maintained for the benefit of the Property and the owners of the individual lots herein. The Association shall be obligated to and shall assume and perform all functions and obligations imposed on it or contemplated for it under this Declaration or any similar functions or obligations imposed on it or contemplated for it under any Supplemental or Amended Declaration with respect to any Property now or hereafter subject to this Declaration. The Association shall have all powers necessary or desirable to effectuate these purposes including, but not limited to the following:

a. The power to levy such annual or special assessments as may be deemed necessary for the proper management of the Association. Such assessments may include sums for taxes, insurance, maintenance, repair, replacement, and such other activities reasonably necessary for the proper functioning of the Association.

b. The power to adopt and enforce such reasonable rules and regulations as may be required to effectuate the purposes of this Declaration of the Association's By-Laws.

c. The power to enforce this Declaration and the By-Laws, rules, and regulations of the Association.

d. The power to construct, maintain, repair, or replace improvements as set forth in the Plat and make such reasonable annual or special assessments as may be required for such actions.

e. The power to establish such reserves for capital expenditures as the Association may deem prudent.

**3.2 Membership:** Every person or entity who is the owner of the fee title or equitable title to a lot, or who is subject to an assessment by the Association shall automatically be a member of the Association.

A membership shall be deemed to have vested upon delivery of a duly executed deed or contract for deed to the owner.

Foreclosure of a contract, mortgage, trust indenture, or other security device and repossession of a lot shall terminate an owner's membership, whereupon all rights to such membership shall vest in the secured party.

Membership shall terminate upon the transfer of an owner's interest in a lot to a purchaser.

**3.3 Voting Rights:** Members shall be entitled to one vote for each lot in which they hold the interest required for membership by Section 2.2. When more than one person or entity hold such interest or interests in any lot, such persons or entities shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote, or fractions of one vote, be cast with respect to any such lot on any one issue.

**3.4 First Annual Meeting:** Not later than twelve months after five lots have been conveyed, the Declarant shall call a meeting of all owners to be held within forty-five (45) days of said notice for the purposes of holding the Associations' first Annual meeting and establishing the administrative operation of the Association.

**3.5 Quorum; Voting:** A quorum for the transaction of any business of the Association shall be those members comprising at least 35% of its members. Meetings of the members shall be preceded by written notice mailed to each member at his most recent known address no less than ten (10) days prior to the time appointed for a meeting. Notice of any meeting may be waived by a member provided the waiver is in writing. A written record of any meeting shall be maintained by the Association. Any issue affecting the rights of the Members shall be submitted to vote, and the majority of those voting on any issue shall prevail, except as may be otherwise provided herein.

#### ARTICLE IV

##### Members' Enjoyment of Roadway and Common Improvements

**4.1 Members' Easement of Enjoyment:** Every member of the Association shall have a right and easement of enjoyment in and to any Roadways and Common Improvements as appear on the Plat, subject to each member's compliance with such reasonable regulations and restrictions, and the payment of such user fees, as may be imposed by the Association. Such easement shall be appurtenant to and shall pass with the title to every lot subject, however, to the following provisions:

4.2 Restrictions: The Association shall have the right to impose reasonable restrictions for the benefit of its members.

4.3 Dedication to the Public: The Association shall have the right to dedicate or transfer all or any part of the Roadways or Common Improvements to any public agency, authority, or utility for such purposes and subject to such considerations as may be agreed to by the Members. No such dedication shall be effective unless an instrument, signed by the Secretary of the Association evidencing the fact that at least two-thirds (2/3) of the Lot owners concur, has been recorded in the appropriate records of Madison County, Montana.

4.4 Suspension: The Association shall have the right to suspend the voting rights and the rights and easements of any Member for any period during which any assessment against his Lot remains delinquent.

#### ARTICLE V Architectural Committee

5.1 Architectural Committee: There shall be an Architectural Committee of the Association comprised of not fewer than two members, each a Member of the Association, to be appointed by the Board of Directors of the Association. The Architectural Committee shall review plans and specifications for all improvements upon the Property in the manner specified below to assure compliance with the requirements of this Declaration.

5.2 Review: No residential structure, garage, out building or other structure, nor septic tank, well, antenna or exterior ornament of any kind, or any addition, alteration or remodeling thereof shall be made, erected, altered, placed or permitted to remain upon the Property until plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to the Architectural Committee and approved in writing by the Committee as to harmony of external design, location in relation to surrounding structures and topography, construction, and the material to be used in the construction, and compliance with the restrictions of this Declaration.

In the event the Architectural Committee fails to approve or disapprove such design, location, construction, and materials within thirty (30) days after the detailed plans and specifications have been submitted to it, approval shall not be required and this article will be deemed to have been fully satisfied.

Any plans, specifications and proposals so approved, either expressly in writing or by the expiration of the thirty day period hereinabove provided, shall then permit the owner to commence construction in accordance with said plan, but any deviation from said plan which in the judgment of said Architectural Committee is a substantial detriment to the appearance of the structure or of the surrounding area shall be corrected to conform with the plan as submitted.

Any structure to be erected in accordance with approval so given must be erected and completed within twelve months of approval or new approval obtained. If any structure is begun and is not completed within twelve months of the commencement of the construction,

and in the judgment of the Architectural Committee is of offensive or unsightly appearance, the said Committee or the Directors of the Association, at the option of either, may take such action as may be necessary in their judgment to improve the appearance so as to make the property harmonious with other properties, including completion of the exterior of the structure, screening or covering of the structure or any combination thereof, or similar operations, and the amount of any expenditures made in so doing shall be a lien on the property and may be enforceable by an action at law.

The Architectural Committee may act by a majority of its members and any authorization or approval made by the Committee must be signed by a majority of the members thereof.

5.3 Exculpation: Neither the Association, the Architectural Committee, nor either's Members, may be held liable by any person for damages for any action taken pursuant to the provisions of this Article, including, but not limited to, damage resulting from correction, amendment, changes, or rejection of plans, the issuance of building permits, or delays associated with such action by the Architectural Committee.

5.4 Attorney's Fees: In any action brought by the Architectural Committee or the Association to enforce the provisions hereof, the prevailing party shall be entitled to recover from the opposing party, in addition to such costs as are allowed by law, a reasonable attorney's fee to be fixed and determined in the manner provided by law.

## ARTICLE VI Restrictions on Use of Property

6.1 Land Use: No Lots within the Property shall ever be occupied or used by or for any building or purpose or in any manner which is contrary to the provisions of this Declaration or to applicable provisions of Madison County, Montana, land use regulations applicable thereto.

6.2 No Mining, Drilling or Quarrying: No mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas minerals, gravel, sand, rock, and earth, shall ever be permitted on the surface of the Property without the written approval of the Association.

6.3 Residential Use: No Lot within the Property shall be used except for one single-family residential dwelling and for agricultural purposes as hereinafter provided. No Lot within the Property shall ever be occupied or used for any commercial or business purposes, provided, however, that the provisions thereof shall not prevent:

a. Any owner or his duly authorized agent from renting or leasing his Lot from time to time. The owner of a rented Lot within the Property shall remain responsible for, and subject to, all provisions of this Declaration; or

b. Any artist, artisan, or craftsman from pursuing his artistic calling upon private area if such artist, artisan or craftsman also uses such private area for residential purposes, is self-employed and has no employees working in such private area, and does not advertise or offer any product or work of art for sale to the public upon or from such private

area; or

c. Any owner from attaching one guest house to a single-family residential dwelling, provided the guest house and the single-family residential dwelling, when considered together, otherwise comply provisions of this Declaration.

**6.4 Restriction on Signs:** With the exception of a sign no larger than three square feet identifying the architect and a sign of similar dimensions identifying the prime contractor to be displayed only during the course of construction and a sign no larger than three square feet for the owner to advertise his home or lot for sale, no signs or advertising devices, including, but without limitation, commercial, political, informational, or directional signs or devices shall be erected or maintained on the Property, except signs approved in writing by the Architectural Committee as to size, materials, color, and location:

- a. As necessary to identify ownership of the Property and its address;
- b. As necessary to give directions;
- c. To advise of rules and regulations;
- d. To caution or warn of danger; and
- e. As may be required by law.

**6.5 No Re-Subdivision:** No Lot within the Property shall be re-subdivided; provided, however, that the boundaries of Lots may be adjusted so long as no additional Lot is created thereby and so long as any boundary adjustment is approved by the Architectural Committee.

**6.6 Underground Utility Lines:** All water, gas, electrical, telephone, and other utility pipes, cables or lines within the Property shall be buried underground and may not be exposed above the surface of the ground.

**6.7 Service Yards:** All clothes lines, equipment, kennels, satellite dishes, TV antennas, service yards or storage piles within the Property shall be kept screened by approved planting or fencing so as to conceal them from the view of neighboring Lots, streets, access roads, and areas surrounding the Property.

**6.8 Maintenance of Property:** All Lots within the Property and all improvements on any Property shall be kept and maintained by the owner thereof in clean, safe, attractive, and slightly condition and in good repair.

**6.9 No Noxious or Offensive Activity:** No noxious or offensive activity shall be carried on upon any Property, nor shall anything be done or placed on any Lot within the Property which is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others.

**6.10 No Hazardous Activities:** No hazardous activities shall be conducted on any Lot within the Property. Without limiting the foregoing, no firearms shall be discharged upon any part of the Property, and no open fires shall be lighted or permitted on any Property except in a contained barbecue unit while attended and in use for cooking purposes or within safe and

well-designed interior fireplaces.

**6.11 No Unsightliness:** No unsightliness shall be permitted upon any Lot within the Property. Without limiting the foregoing:

a. Any unsightly structures, facilities, equipment, tools, boats, vehicles other than automobiles, objects and conditions shall be enclosed within an approved building or appropriately screened from view, except equipment and tools when in actual use for maintenance or repairs;

b. No trailers, mobile homes, tractors, truck campers, and trucks other than pickup trucks shall be kept or permitted to remain on the Property except in an approved building or garage;

c. No vehicle, boat, or equipment shall be constructed, reconstructed, repaired or abandoned upon any of the Property unless in an approved building or garage;

d. No lumber, grass, shrub or tree clippings, bales of hay, plant waste, metal, bulk materials, or scrap shall be kept, stored or allowed to accumulate on any Lot within the Property, except in service yards meeting the requirements of Section 4.7 or in the case of hay in a covered Building structure;

e. Refuse, garbage or trash shall be placed and kept at all times in a covered container, and such container shall be kept within an enclosed structure or appropriately screened from view;

f. Utility meters or other utility facilities and gas, water or other tanks, and sewage disposal systems or devices may be kept and maintained within the Lots in the Property.

**6.12 No Annoying Lights, Sounds or Odors:** No light shall be emitted from any Lot within the Property which is unreasonably bright or causes unreasonable glare, including mercury vapor lights. No sound shall be emitted from any Property which is unreasonably loud or annoying, including without limitation speakers, horns, whistles, bells, or other sound devices, except security and fire alarm devices used exclusively to protect any of the Property or Buildings; and no odors shall be emitted from any Lot within the Property which is noxious or offensive to others, including without exception barns, runs, kennels, and service yards.

**6.13 Rules and Regulations:** No owner shall violate the rules and regulations for the use of the Property as adopted from time to time by the Association. No such rules or regulations shall be established which violate the intention or provisions of this Declaration or which shall unreasonably restrict the use of any Lot within the Property by the owner thereof.

**6.14 Structures - General:** No structure shall be erected, altered, placed, or permitted to remain on any Lot within the Property except those structures that are of permanent construction and are newly constructed, provided, however, that suitable used materials may be utilized in new construction. All structures shall be completed within twelve months of commencement of construction. All dwellings and structures within the Property shall conform to the following standards:

a. Dwellings must occupy more than 1,200, but not more than 6,000, square feet of the surface of a Lot and must include more than 1,800 square feet of living area, all exclusive of garages, patios, balconies, porches. In addition dwellings must have an attached two or more car garage.

b. All residences shall be not less than twenty feet (20') feet in width.

c. All residences shall have roofs with pitches of not less than one foot (1') of rise for every four feet (4') of horizontal run.

d. All residences shall be constructed on mortared-block or concrete foundations with adequate openings for access and ventilation.

e. All residences shall conform to applicable Department of Housing and Urban Development (HUD) regulations if manufactured off site.

f. Metal siding on all residences shall run in a horizontal or diagonal direction and shall be lapped. Wood siding may run in either a horizontal, vertical, or diagonal direction.

g. Structures shall no have reflective siding or roofing.

h. Manufactured Kit Homes may be constructed if approved by the Architectural Committee.

i. Modular Homes and Manufactured Homes shall not be installed or erected on any Lot.

j. No residence or other above-ground improvement on any Lot within the Property shall rise more than 27 feet as measured from the average grade level adjoining the structure.

k. Outbuildings shall be constructed with wood paneling or metal siding that matches that used on the residence. Construction of barns and other outbuildings from metal and metal siding is otherwise prohibited.

**6.15 Location of Structures within Lots:** All structures within Lots 21 through 43 shall be located within the building envelope identified upon the Plat. No structures shall be built on Lots 1 through 20 within 50 feet of roadway easement lines and 20 feet of all other property lines.

**6.16 Non-Resident Owners:** Non-resident owners may not stable or pasture horses unless care and feeding arrangements are made.

**6.17 Maintenance of Animals:** A reasonable number of generally recognized house or yard pets and horses shall be allowed to be maintained on any PROPERTY subject to the following provisions:

a. Dogs: All dogs will be required to remain on a leash at all times when they are not constrained within a house, within a run, or within the boundaries of a Lot within the Property.

b. Horses: Not more than two (2) adult horses may be stabled, pastured, or otherwise maintained per Lot within the Property. Horses must be kept in appropriate areas by means of stock guard or fence. A foal by definition is an adult horse at six months of age. Owners are to prevent overgrazing and trampling of areas surrounding residences.

c. **Game Farms and Raising of Animals:** Game farms and other animal breeding operations, including that for dogs, rabbits, and other animals, is strictly prohibited.

**6.18 Number and Location of Buildings:** No buildings or structures shall be placed, erected, altered, or permitted to remain on any Lot within the Property other than one, single-family dwelling house, one guest house within 80' of the principal residence, one attached garage, and a maximum of two other structures which may be used as a workshop, storage shed, animal shelter, kennel, stable, or barn. No building site for any structures shall be improved without first being approved by the Architectural Committee.

**6.19 Towers and Antennae:** No towers and no exposed or outside radio, television, or other electronic antennae shall be allowed or permitted to remain on any Lot within the Property, except as provided for television antennae and satellite dishes in Section 4.2.

**6.20 Used or Temporary Structures:** No temporary structure, house trailer, mobile home, camper, or non-permanent out-building shall ever be placed or erected on any Lot within the Property except with the approval of the Architectural Committee during construction periods, and no dwelling house on any Lot shall be occupied in any manner prior to its completion without written approval of the Architectural Committee.

**6.21 Exterior Construction and Landscaping:** All exterior construction and landscaping shall be completed within one year from the start of construction.

**6.22 Non-conforming Uses:** A use of the Property, or any portion thereof, in violation of the provisions of this Declaration at the time of its recording is a non-conforming use and may be continued; provided, however, if it is voluntarily discontinued for one (1) year or more, then it shall be deemed abandoned and any further use shall be subject to the restrictions of this Declaration.

A non-conforming use shall not be enlarged, intensified, increased, or extended unless by doing so the non-conforming use will thereby comply with the provisions of this Declaration.

The casual, temporary, or illegal use of land, dwellings, or improvements shall not be sufficient to establish the existence of a non-conforming use or to create rights in the continuance of such use.

**6.23 Fencing:** All new and existing fencing shall comply with applicable federal, state, and local fencing laws.

**6.24 Addressing:** All residences shall install an address sign visible for all services to readily locate property.

## ARTICLE VII Assessments

**7.1 Lien for Assessments:** The Association shall maintain the Roadway and Common Improvements. Declarant covenants, and by acceptance of a deed conveying, or by contraction to purchase a Lot, each owner covenants, whether or not expressed in any such deed or other conveyance, to be a Member of the Association and to be subject to the terms and conditions of this Declaration, particularly with respect to the assessments of the Association. All assessments of the Association, together with interest thereon at the rate of ten percent (10%) per annum from the date of assessment until paid, and costs of collection, including a reasonable attorney's fee, shall be a charge on the land and shall constitute a lien upon the Lot against which the assessment is made. Such lien shall be deemed perfected upon filing with the Madison County Clerk and Recorder of an account of the assessments due, together with a correct description of the Lot to be charged with such lien, verified by affidavit, but any error or mistake in the account of description shall not affect the validity of the lien if the property can be identified by the description. The priority of such lien shall be determined as of the time of filing with the Clerk and Recorder, and it shall be deemed subordinate to all previously recorded or filed interests. Each such assessment, together with interest thereon, and all costs of collection, as mentioned above, shall also be the personal obligation of the owner of such Lot at the time when such assessment became due. The Association may establish additional rules concerning the collection of assessments.

**7.2 Purpose of Assessments:** Assessments may be levied by the Association for the following purposes:

- a. Roadway maintenance
- b. Snow removal
- c. Insurance and fire protection
- d. Taxes
- e. Maintenance and enhancement of Common Improvements
- f. Collection and enforcement costs
- g. Utility expenses
- h. Expenses related to distribution of irrigation water
- i. Legal and accounting expenses
- j. Association social functions

**7.3 Amount of Assessments:** Each Lot within the Property shall be assessed an amount annually, payable within thirty (30) days of mailing of a notice of assessment, in an amount to be determined by the Association's Board of Directors; provided, however, that assessments shall not be increased more than fifteen per cent (15%) annually without the approval of at least two-thirds (2/3) of the owners of the Lots within the Property, either at the annual meeting of the Association or in writing.

## ARTICLE VIII General Provisions

**8.1 Severability:** The invalidity or unenforceability of any provision of this Declaration or any Supplemental or Amended Declaration in whole or in part shall not affect

