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STATE OF MONTANA MADISON COUNTY  
Recorded 7/29/2022 12:30 PM KOT: AMEND COVENANT  
Paula McKenzie, CLERK & RECORDER  
Fee: \$ 96.00 BY: *Paula McKenzie*  
TO: KRUE LAW FIRM, PO BOX 718, SHERIDAN MT 59749

**AMENDED DECLARATION OF PROTECTIVE COVENANTS  
FOR UPLAND ENTERPRISES LLC  
C.O.S. 7-1828BA TRACTS 1, 2, 3 LAURIN, MT.**

This Declaration of Protective Covenants is entered into this 27 day of July, 2022 by Upland Enterprises LLC, the Declarant.

WHEREAS, Declarant is or was the owner of the parcels comprising C.O.S. 7-1828BA Tracts 1,2,3 situated in Madison County, Montana here and after referred to as Ranch Parcels that are subject to these Protective Covenants;

WHEREAS, these Covenants are designed to preserve the integrity and pristine environment of the surrounding area and Upland Meadows Subdivision. The Ranch Parcels subject to and affected by these Covenants are more particularly described in C.O.S 7-1828BA.

WHEREAS, it is the intent of the Declarant and the owners to protect and conserve the environment, the natural beauty and view shed of the Ranch Parcels while at the same time protecting the interests and investments of the individual owners. These Covenants are designed to accomplish this goal.

NOW THEREFORE, the Declarant hereby declares that all of the Tracts shall be owned, held, sold, conveyed, encumbered, leased, used, and occupied subject to the following Covenants, which shall run with the Ranch Parcels, and be binding on all parties having any right, title or interest in the Ranch Parcels or any part thereof, their grantors, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, and use of the Ranch Parcels. Such Covenants, shall be approved and signed by the Declarant and the

individual owners; and shall apply to the Ranch Parcels referenced herein, and all improvements placed or erected thereon, unless otherwise accepted herein. The Covenants shall inure to and pass with each and every Ranch Parcel.

Said Covenants shall be as follows:

## **I. DESIGN**

### **1. GENERAL DESIGN**

All owners are encouraged to design buildings that reflect a western ranch style. Materials, compositions, colors and shape are most important in the design of all structures. Mobile homes are prohibited.

### **2. EXTERIOR MATERIALS**

Exterior materials shall be earth tones or natural colors and roofs must be non reflective. The use of metal roofs on any structure or improvement must be of a natural color, no unpainted or natural steel. Paint or stain must be of earth tones.

### **3. ROOFS AND PROPANE TANKS**

All roofs must be of a Class A fire rating for fire protection. Roofs must have a 4: 12 minimum pitch. Rooftop equipment, such as TV and radio antennas, is prohibited, unless totally concealed from view of all Ranch Parcel owners and road easements. Propane tanks shall be buried or hidden from view.

### **4. EXPOSED FOUNDATIONS**

Exposed foundations of concrete or masonry construction shall not have an exposed surface which exceeds a height of twelve (12) inches above finished grade, unless faced with rock, brick, other suitable veneer, painted or stained of a natural color.

### **5. SOLAR COLLECTORS**

Solar collectors may be of any construction or material required for efficient operation, but they shall not be placed on any structure in a manner which causes glare to any neighboring Ranch Parcel or improvements thereon or from any road easement. Solar collectors shall be integrated into the structure of an improvement, residence, garage, carport or accessory building and shall not be free-standing.

### **6. SIZE AND HEIGHT**

The primary residence shall contain a minimum of 1400 square feet and a maximum of 4500 square feet of living space, excluding a garage. A guest residence shall contain a

minimum of 600 square feet and a maximum of 1200 square feet of enclosed living space, excluding a garage. No building structure shall exceed 30 feet in height. Building height shall be measured from the average grade of the foundation to the highest part of the roof peak.

#### 7. EXTERIOR LIGHTING

Exterior lighting shall not cause glare to any adjacent Ranch Parcel.

### **II. SITE DESIGN, PREPARATION AND LOCATION**

#### 1. SITE PREPARATION

Grading for all improvements shall be contoured to existing ground lines to avoid unnatural sharp edges. Existing natural features including trees, shrubs, rocks and outcroppings should be incorporated into the plan and preserved whenever possible. Home site development shall accommodate proper drainage using natural channels. Drainage and topographical transitions should blend with the natural topography of the home site.

#### 2. REVEGETATION

Revegetation shall be required for all disturbed areas. Revegetation, to the greatest extent possible, shall restore the Ranch Parcel to the conditions which existed prior to any construction so that the Ranch Parcel and environment shall be in harmony with the surrounding unimproved property. The owner must complete the restoration within a reasonable time as dictated by weather conditions following the construction period.

#### 3. PRIMARY RESIDENCE/GUEST RESIDENCE

If a guest residence is completed first then the primary residence must be completed within two years of a guest residence.

#### 4. TEMPORARY STRUCTURES

Temporary structures are forbidden unless a primary residence has been constructed and completed. RV trailers may be used only during the construction of the primary residence. All temporary structures must be removed within thirty (30) days after the completion of the primary residence. Completion of the primary residence should be accomplished within eighteen (18) months of groundbreaking.

#### 5. SITE CLEANUP

During any construction, the site shall be cleaned up weekly and shall be maintained free of trash. The owner shall be responsible for cleaning up wind-blown debris, both on and off the premises.

### **III. RESIDENTIAL USE**

#### **1. PRIMARY/GUEST RESIDENCES**

The Ranch Parcels are available to accommodate private, single family structures only. A guest residence shall be permitted with discretion so long as such residence conforms to the same standards and guidelines provided for by these Covenants for the primary residence as well as all codes and building guidelines of the Madison County.

#### **2. HOME OCCUPATIONS**

Home occupations are permitted so long as such use complies with the provisions of this paragraph and does not otherwise conflict with these Covenants. A home occupation is an occupation customarily conducted entirely within a residence and in connection with which there are no generation of pedestrian or vehicular traffic beyond the customary or incidental to residential use of the residence. No signs or structures advertising the occupation, and no excessive or unsightly storage of materials or supplies. For guidance, the following uses are examples of home occupations that are permitted, given the above stipulations and restrictions: the making of clothing, the giving of music lessons, a sole practitioner professional practice who maintains a telephone and office within the residence, but the services and products are provided and sold off of the Ranch Parcel,

the pursuit of artistic endeavors such as the making of pottery, ceramics, paintings or bronzes and the like, provided that the products are marketed and sold off of the Ranch Parcel.

### **IV. GENERAL PROVISIONS**

#### **1. UTILITIES**

There are utility easements for electricity, gas, telephone, TV communications, and other utility equipment thirty (30) feet from the center line of each road and fifteen (15) feet on either side of lot boundary lines. All Ranch Parcel owners shall have the right to enter upon and excavate in such easements for the purpose of installing, repairing, removing, and otherwise servicing the facilities installed in such easements. Each Ranch Parcel owner shall be responsible for utility installation and maintenance in accord with local and state regulations. All new utility lines, cables, or pipelines will be underground. Each residence shall be connected to a private water supply system at the sole expense of the owner, and such systems must conform to regulations imposed by the State of Montana, Madison County or other regulatory agencies. Each residence shall be connected to a private sewage system at the owner's sole expense. This system must also conform to all state and local laws and regulations.

## 2. ROAD EASEMENTS

The expense for the improvement to all easements whether for utilities or road improvements are the sole responsibility of the beneficiary of said easement.

## 3. MAINTENANCE

No garbage, trash, unsightly debris, organic or inorganic waste shall be collected and/or permitted by an owner to accumulate on any Ranch Parcel or in any road adjacent thereto, and shall be disposed of promptly and efficiently. No vacant lands or other parcels shall be used as a dumping ground or burial pit by any owner. No owner of any Ranch Parcel shall allow an accumulation on their parcel of unlicensed or junk vehicles.

Owners shall maintain home sites and improvements in good repair and appearance at all times. All Ranch Parcels and landscaping improvements thereon shall be kept and maintained in good, clean, safe, sound, attractive, and thriving condition and in good repair at all times. Fire hazards must be controlled. If damage occurs through a negligent act of a Ranch Parcel owner, members of his/her family, guests, invitees or employees, then such owner shall be responsible and liable for all such damages. Non-maintenance, lack of weed control, accumulation of garbage, refuse, debris or unsightly materials or possessions by a Ranch Parcel owner that cause the adjacent Ranch Parcel owners to clean up such materials shall be subject to remedial measures. The cost of any removal or clean up of a Ranch Parcel shall be at the sole expense of the neglectful owner. Failure to pay said costs in a timely fashion shall result in an additional assessment against the Ranch Parcel owner. If said assessment remains unpaid for 60 days, the parcel in question shall be subject to a lien in the amount of such assessment together with any attorneys' fees and costs incurred from enforcing said lien. Said lien may be enforced pursuant to Montana law relating to foreclosure of liens.

## 4. WEEDS

All Ranch Parcel owners will be responsible for the control of all noxious weeds on said parcel or related road easements pursuant to Montana law.

## 5. WOOD STOVES

Installations shall comply with all Underwriter Laboratory (UL) criteria. Specifically, all wood stoves shall include a spark arrestor. Proximity of fireplaces, wood stoves and related chimney and flue installations to combustible materials, including roofing and wooden environs, shall be addressed at the construction phase.

## 6. SIGNS

No signs, billboards, posters, displays, advertisements, or similar structures shall be permitted.

7. FENCES

All fencing of Ranch Parcels shall be constructed so as to conform as much as possible to the natural surroundings and the other improvements on the parcels. All boundary fences on any parcels shall comply with Montana law (Section 8-14-101, et. seq., Montana Code Annotated).

8. ANIMALS

Animals and livestock may be raised, bred or kept on any parcel, with the exception of pigs or swine. An individual pig, or swine, may be permitted only when raised by a 4-H member.

9. FIRE PROTECTION

In addition to any rules set forth above, a fifty (50) foot clear zone will be maintained, including weeding and lawn mowing if there is an existing lawn, around the residences.

10. RECREATIONAL USE

Each parcel may be used by the owner recreationally until the primary residence is constructed. Recreational use is tent camping or placing of a trailer temporarily upon the parcel. Temporarily shall mean the placement and use of such items on the parcel for no longer than two consecutive weeks at any time or for no longer than six weeks during any given calendar year.

11. SPLITTING OF PARCELS

All state laws and county regulations must be followed for division of any parcel. All covenants will be enforced on any new tract of land created. Tracts 2 and 3 can be split once into 2 parcels. Tract 1 can be split into a maximum of three parcels. Any new parcels created can never be split again.

12. RIGHT TO FARM

Nothing contained in these Covenants shall be construed to limit or otherwise restrict Ranch Parcel owners from engaging in farming, ranching or other agricultural uses of their parcels. Agricultural structures such as barns, hay cover outbuildings and corrals can be built outside the residential home site.

**VI. ENFORCEMENT**

1. ENFORCEMENT

The provisions of these Covenants may be enforced by individual Ranch Parcel owners.

## 2. VIOLATIONS

In the event of violation or threatened violation of any of these Covenants, or additional covenants and regulations adopted pursuant to the terms of these Covenants, legal proceedings may be brought in a court of law or equity for injunction, relief and damages. In addition, any Ranch Parcel owner or owners may serve notice in writing on the persons or entity violating these Covenants specifying the offense, identifying the location, and demanding compliance within the terms and conditions of these Covenants. Such notice shall be personally served. In the event that personal service cannot be obtained after reasonable efforts, notice shall be posted at a conspicuous place on the Ranch Parcel in question and a copy of the notice shall be mailed by Certified Mail, return receipt requested, to the last known address of the party or entity. No Ranch Parcel owner shall be liable to any person or entity for any entry, self-help or abatement of a violation or threatened violation of these Covenants. All violating owners, invitees and guests shall be deemed to have waived any and all rights or claims for damages for any loss or injury resulting from such action, except for intentionally wrongful acts.

## VII. MISCELLANEOUS

### 1. WAIVER OF RIGHT TO PROTEST

All Ranch Parcel owners subject to these Covenants waive the right to protest any subsequent subdivision of the real property retained by Declarant which is not subject to these Covenants.

### 2. SEVERABILITY

Invalidation of any one of the provisions or paragraphs of these Covenants by judgment or court order shall in no way affect any other provision or paragraph of these Covenants which shall remain in full force and effect.

### 3. AMENDMENT

Except those provisions requiring a greater consent, any provision herein may be amended or revoked and additional provisions added, at any time by a written instrument recorded in the office of the Clerk and Recorder of Madison County, Montana, duly signed and acknowledged by the owners of record with 100% acceptance.

### 4. TERM

The provisions and paragraphs of this Declaration shall be binding for a term of one hundred (100) years from the date of this Declaration, after which time the Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument agreeing to revoke or terminate this Declaration has been signed by the owners of 100% of the Ranch Parcels and has been recorded. These Covenants shall

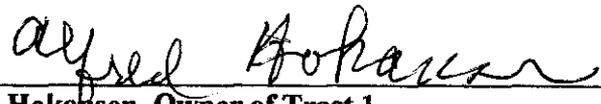
continue in full force and effect and shall run with the land as legal and equitable servitude in perpetuity unless amended or terminated as set forth herein.

DATED this 27 day of July, 2022.

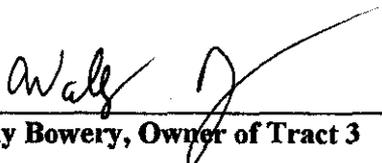
**DECLARANT**

**UPLAND ENTERPRISES, LLC**

By:   
**Keith Hokanson, Managing Member**

By:   
**Alfred Hokanson, Owner of Tract 1**

By: \_\_\_\_\_  
**Lance Basney, Owner of Tract 2**

By:   
**Wally Bowery, Owner of Tract 3**

STATE OF MONTANA     )  
  :SS.  
County of Madison     )

On this 22 day of July, 2022, before me, the undersigned, a notary public for the State of Montana, personally appeared **Keith Hokanson** known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he is a Managing Member of Upland Enterprises, LLC and he executed the same on behalf of the Company.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notary seal the day and year first above written.







\_\_\_\_\_  
Notary Public for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF MONTANA     )  
  :SS.  
County of Madison     )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a notary public for the State of Montana, personally appeared **Alfred Hokanson** known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he is the owner of Tract 1 and he executed the same on behalf of the Company.

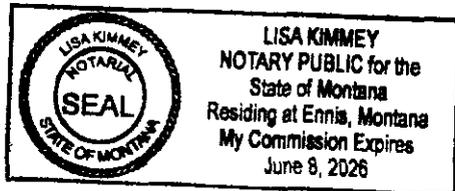
**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notary seal the day and year first above written.

\_\_\_\_\_  
Notary Public for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF Montana     )  
  :SS.  
County of Madison     )

On this 27<sup>th</sup> day of July, 2022, before me, the undersigned, a notary public for the State of Montana, personally appeared **Lance Basney** known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he is the owner of Tract 2 and he executed the same on behalf of the Company.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notary seal the day and year first above written.



\_\_\_\_\_  
Notary Public for the State of Montana  
Printed Name: Lisa Kimmey  
Residing at Ennis  
My commission expires: 6-8-2026