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STATE OF MONTANA MADISON COUNTY
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TO: R\$MEHA, KATHY COONTZ 174 RISING SUN RD, CAMERON, MT 59720

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Rising Sun Mountain Estates Homeowners Association

c/o Kathy Coontz

174 Rising Sun Road

Cameron, Mt 59720

RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR RISING SUN
MOUNTAIN ESTATES

DATED October 13, 2016

**RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RISING SUN MOUNTAIN ESTATES**

This RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "RESTATED DECLARATION") for Rising Sun Mountain Estates is made this 13~~th~~ day of OCTOBER, 2016 by the undersigned, being at least sixty percent (60%) of owners of tracts within Rising Sun Mountain Estates.

RECITALS

WHEREAS, the purpose of this RESTATED DECLARATION is to supersede, restate and effectively replace the following:

The Declaration of Covenants, Conditions and Restrictions for Rising Sun Subdivision dated the 1st day of June, 1979, and recorded as Document No. 69772, Book 263, Pages 522-528, on the 26th day of June, 1979, records of Madison County, Montana (hereinafter referred to as "Original Covenants").

WHEREAS, the undersigned, are owners of more than sixty percent (60%) of all the tracts within Rising Sun Mountain Estates, a subdivision in Madison County, Montana, located on the real property (hereinafter referred to as "Property" or "Rising Sun Mountain Estates") more particularly described as:

Section 27, T9S, R1E, Madison County, Montana, as per certificate of survey, Book 7 of Surveys, Page 234.

Section 28, T9S, R1E, Madison County, Montana, as per certificate of survey, Book 7 of Surveys, Page 233.

Roadway easement that extends from State Highway 287 to Section 28 along the north 40 feet of E ½ of Section 31, Section 32, and W ½ of Section 33, T9S, R1E, Madison County, Montana.

WHEREAS, the undersigned, as owners of more than sixty percent (60%) of all the tracts within Rising Sun Mountain Estates, are permitted to amend the Original Covenants pursuant to Article I., Section 3. of the Original Covenants and desires to do so at this time;

NOW, THEREFORE, the undersigned hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, regulations, reservations and easements which are for the purpose of creating, conserving and maintaining the natural environment and present scenic aesthetic quality of the Property to the greatest extent possible while protecting the value and desirability thereof, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property, so that their heirs, successors and assigns shall inure to the benefit of each owner thereof.

ARTICLE I.
DEFINITIONS

Section 1. "Association" shall mean and refer to Rising Sun Mountain Estates Owners' Association, Inc., a Montana non-profit corporation, incorporated on November 1, 1983, and its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association.

Section 3. "Bylaws" shall mean the Bylaws of the Association a copy of which was recorded on September 11, 2012 as part of Document No. 147459 with the Clerk and Recorder for Madison County, Montana.

Section 4. "Common Properties" shall mean the roads and trails as shown on the recorded plat of Rising Sun Mountain Estates and the Utility easements retained herein, including the Interior Roads and Trails, Road Access Easement, and National Forest Access Easements as these terms are defined hereinafter.

Section 5. "Developer" shall be Central States Investment Company, a Tennessee corporation.

Section 6. "Immediate Family Member" is defined and limited to any person who is a natural or legally defined spouse or dependent offspring of an Owner.

Section 7. "Guest" or "Guests" shall mean and be limited to an invitee of the Owner, including Immediate Family Members.

Section 8. "Tract", except as otherwise herein provided, shall refer to any parcel of land shown on the recorded plats of Rising Sun Mountain Estates and designated as a Tract by its specified number, and any additional parcel created by the division of an original Tract as permitted by these covenants, and properly approved by Madison County and recorded with Clerk and Recorder for Madison County, Montana.

Section 9. "May" is permissive.

Section 10. "National Forest" means the real property located adjacent to the entire easternmost boundary of the Property.

Section 11. "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any Tract situated within the Property, but notwithstanding the applicable theory of the mortgage, is shall not mean and refer to the mortgagee unless and until such mortgagee has acquired title pursuant to the foreclosure of the mortgage or any proceeding in lieu thereof.

Section 9. "Plat" refers to the plats filed and of record in the Office of the Clerk and Recorder of Madison County, Montana, for the Rising Sun Mountain Estates as Certificate of

Surveys No. 233 (Book 7 of Surveys, Page 233) and No. 234 (Book 7 of Surveys, Page 234), and any approved and recorded amendments thereto.

Section 10. "Shall" is mandatory.

ARTICLE II. PROPERTY RIGHTS

Section 1. Each Owner may delegate their right to use of the Common Properties to Owner's Immediate Family Members or Guests, subject to the rules and regulations stated herein and any additional rules and regulations duly adopted by the Association.

Section 2. Each Tract shall be subject to an easement 10 feet in width along the back, front and side lines thereof for such rights-of-way and easements as the Association may grant for installation and maintenance of water lines, including lines for irrigation water, sewage disposal, power lines, telephone lines and other utilities. If the Association enters into an agreement with any utility company for the installation of truck telephone lines or primary power lines to serve a Tract or groups of Tracts, the Association shall have the power to assess the proportional costs of such utilities to each Tract served thereby and shall also have the power, if required by the utility company, to assess and collect the actual proportional costs of any fee required to provide services to such Tract

ARTICLE III. MEMBERSHIP; VOTING RIGHTS AND BOARD

Section 1. Every Owner of a Tract shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Tract and shall automatically pass with fee simple title to the Tract.

Section 2. The Owner of each Tract shall only be entitled to one vote. If a Tract is owned by more than one person, or if a Tract is owned by a corporation, limited liability company, partnership or any other entity, then the Owner or Owners shall designate one person who shall be entitled to cast the vote on behalf of the Tract. If only one of the Owners or representatives of any Tract is present at any meeting of the Association, then that person automatically shall be presumed to have the authority to cast the vote on behalf of the Tract unless the Owner or Owners have otherwise notified the Association in writing. If a Tract is divided in accordance with these covenants, each newly created Tract shall be entitled to one vote as if it were an originally designated Tract.

Section 3. The affairs of the Association shall be managed by its Board of three (3) directors, who need not be members of the Association. The number of directors may be changed from time to time by majority vote of the members, but in any case may not be less than three (3) directors. The section, term of office, removal, compensation, meetings, powers and duties of the directors shall be governed by the Association's Articles of Incorporation and Bylaws.

Section 4. The Board shall be authorized to and shall have the power to adopt, amend and enforce rules and regulations applicable to the use of the Common Properties and to implement the provisions of this RESTATED DECLARATION. All rules and regulations adopted by the Board shall be reasonable and uniformly applied. The Board shall not be responsible for non-observance by any other Owner or Guest of any such rules or regulations.

ARTICLE IV. MAINTENANCE ASSESSMENTS

Section 1. Each Owner of any Tract is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Tract against which each such assessment is made from the date of such assessment. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of holder of a contract for deed concerning each Tract at the time when the assessment fell due.

Section 2. The assessments levied by the Association shall be used exclusively to promote the enjoyment, recreation, health, safety and welfare of the residents and guests of the property above-described and for the improvement and maintenance of the common area. The Association shall be responsible for and may levy assessments for liability insurance, local taxes and the maintenance of recreational and other facilities in the common area.

Section 3. The Association shall make no annual assessments until after the 31st day of December, 1980. Thereafter, the Association, through the Board of Directors, may make annual assessments not to exceed, in the first year, \$100.00 per tract. Thereafter, the maximum annual assessments may be increased each year by not more than 10 percent above the maximum assessment for the previous year without a vote of the membership. However, the annual assessments may exceed the amount set forth hereinabove, if approved by two-thirds (2/3) of all votes, voting in person or by proxy, at a meeting duly called for such purpose.

Section 4. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, re-construction or repaid, or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of all votes, voting in person or by proxy, at a meeting duly called for such purpose.

Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days or more that sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast forty percent (40%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided, however, unless

one-third or more of the voting power is present in person or by proxy, the only matters that may be voted upon at an annual meeting of members are those matters described in the meeting notice.

Section 6. Both annual and special assessments must be fixed at a uniform rate for all Tracts and may be collected on a monthly or annual basis.

Section 7. The Board shall fix the amount of the annual assessment against each Tract at least 30 days in advance of the due date of each annual assessment. Written notice of the annual assessment shall be sent to every Owner or member subject thereto. The due date shall be established by the Board. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Tract have been paid.

Section 8. Any assessment not paid within thirty (30) after the due date shall bear interest from the due date at the rate of 10% per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the Tract. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Properties or abandonment of their Tract.

ARTICLE V. COMMON PROPERTY

The following shall be considered common property and the reservation thereof for the welfare of Owners of Rising Sun Mountain Estates shall be perpetual.

(a) Roads and Trails: All roads and trails shown on the Plat of Rising Sun Mountain Estates (hereinafter referred to as "Interior Roads and Trails") and the Access Road Easement and National Forest Access Easements hereinafter described shall be available for the common use of all Owners and their guests, subject to the rules and regulations stated herein and any additional rules and regulations duly adopted by the Association.

(b) Access Road Easement: The Developer assigned to the Association all of its right, title and interest in and to a roadway easement that extends from State Highway 287 to Section 28 along the north 40 feet of E½ of Section 31, Section 32, and W½ of Section 33, T9S, R1E, Madison County, Montana which is referred to herein as "Access Road Easement." The use of this Access Road Easement shall be limited to Owners and their guests subject to the rules and regulations stated herein and any additional rules and regulations duly adopted by the Association.

(c) National Forest Non-Motor Vehicle Access Easements. Developer has also provided for a 10 foot non-motor vehicle access easement to the National Forest as shown on the recorded Plat along the south section line of Section 27, Township 9 South, Range 1 East, and another National Forest access easement along a trail 10 feet in width commencing from the roadway that turns to the south at the northwest corner of Tract 13, Section 27, Township 9 South, Range 1 East, Madison County, Montana, thence northeast along the boundary lines of Tracts 1 and 13, of said Section 27, to the east section line of Section 27 and The National

Forest, all contained within Tract 13. These two (2) easements shall be referred to herein as the "National Forest Access Easements." The use of the National Forest Access Easements shall be limited to Owners and their guests, and further subject to the rules and regulations stated herein and any additional rules and regulations duly adopted by the Association. Further,

(d) Water: The ditches that flow through the Property from south to north and the water that flows therein are not the property of the Developer or the Association. The water from "D Creek" and the water from Wolf Creek appurtenant to the Property shall be common property for the use and benefit of Owners under such rules and regulations as the Association may provide. The Association may drill wells which could be suitable for providing a water supply to one or more of the Tracts. In such event, the Tract or Tracts which can be served from such well or wells shall be allowed to obtain water from the wells, upon such terms as the Association may require. In the event of use of one well by more than one Tract, the well shall be common to the Tracts using it and the Tract Owners using said well shall grant reciprocal easements necessary for the common use of the well and shall commonly maintain such well.

(e) Sewer: The Developer will not construct or maintain a common sanitary sewer system. It shall be the responsibility of each Tract Owner to provide for sewage disposal for that Tract. Several Tract Owners may provide for a sanitary sewer system common to their Tracts.

(f) Solid Waste: Each Owner shall be responsible for the disposal of solid waste, subject to the restrictions contained in this RESTATED DECLARATION.

ARTICLE VI. USES

Section 1. No portion of a Tract shall be used except for a purpose or use as hereinafter specified, and no structure shall be erected or maintained on any Tract or portion thereof, except a structure herein specifically permitted.

(a) Single Family: All Tracts shall be used for single-family residence only, subject to the right to subdivide the Tract after a period of two years from the date of purchase into two Tracts, neither one of which shall have an area less than 25% of the area of the original Tract.

(b) Lease/Rental Restriction. No Tract or any portion thereof, including improvement thereon, within Rising Sun Mountain Estates may be leased at any given time to a Third Party. For the purpose of this provision, "Third Party" shall be defined as any person who is not an Owner as that term is defined in this RESTATED DECLARATION.

(c) Commercial Activity: No commercial activity of any kind shall be conducted on any Tract or within any portion of the Property. This prohibition of commercial activity includes but is not limited to commercial activities such as outfitting, guiding, hunting, and other similar and related services.

(d) Signs: No signs, billboards, posters or other advertising devices of any kind or character may be erected or displayed upon any tracts, except signs displayed to identify the

occupants of the dwelling, and such direction signs and identification signs deemed necessary by the Association, and excepting signs used by Developer for sale of the property.

(e) Animals, Livestock and Pets: Owners are permitted to have animals, livestock and pets on the Property under the following conditions:

1. No animals, livestock, or any type of house pet of any kind shall be raised, bred, kept or maintained on any Tract for any commercial purpose.
2. Dogs, cats, and house pets are permitted but must be under Owners or Guests' control when off the Owner's Tract. Control can be physical or trained control, but in all cases in the presence of such Owner or Guest.
3. No more than 10 large animals, including livestock, may be kept on any one Tract.
4. Any animals and livestock kept on a Tract must be fenced in by the Owner of said Tract.
5. No poultry of any type may be kept upon any part of the Property for any purpose, except game birds.
6. No swine or goats shall be permitted for any purpose on the Property.
7. For the purpose of this provision, "Livestock" shall mean horses, burros, mules, cows or llamas.

(f) Any structure placed or erected on any Tract shall be of new construction and no building, mobile home, or other structure shall be moved on to any of said Tracts, without specific written approval, in advance, from the Architectural Committee.

(g) No trash, debris, organic or inorganic waste shall be permitted to accumulate on any Tract or on any road adjacent thereto, but shall be promptly and efficiently disposed of, and no vacant or other Tract shall be used as a dump ground or burial pit. Outside trash or refuse cans or containers shall be of a size and secured in racks or other devices specified by the Association. Outside incinerators shall not be permitted.

(h) Mining, quarrying, excavation, oil drilling and development of any kind shall not be allowed on any Tract or Common properties except for such excavation as may be necessary in connection with the construction or placement of improvements thereon in accordance with this RESTATED DECLARATION. Developer shall assign to each Tract Owner its interest in oil, gas and minerals.

(i) Storage and use of flammable liquids, gases and fuels shall be in accordance with the requirements of the Uniform Fire Code, as currently amended, and all containers of flammable liquids or gases shall be painted at all times so that no rust can form thereon.

(j) If irrigation water is used on any Tract, it must be controlled by the user to insure that it is not wasted nor allowed to flood onto adjoining Tracts or roads.

(k) All water supply systems, for domestic use, and all sewage disposal facilities shall be constructed, located and maintained at all times in compliance with requirements and standards established by the Montana Department of Health and Environmental Sciences and by any other governmental agency having jurisdiction.

(l) The exterior of all buildings shall be maintained in a neat, orderly fashion and kept in good repair by the Owner. In addition to all other remedies, in the event an Owner neglects or refuses to do this, the Association may cause it to be done and assess the cost thereof against the Owner and their Tract(s) in the same manner as other assessments as provided herein.

(m) Obnoxious or offensive activity shall not be carried out upon any Tract nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

Section 2. Owners and their Guests are permitted to use the Interior Roads and Trails, Road Access Easement, and National Forest Access Easements (hereinafter referred to as "Common Properties") subject to the rules and regulations stated herein below and any additional rules and regulations duly adopted by the Association:

- (a) During hunting season, September 1 through December 31 of each year, the use of the National Forest Access Easements shall be limited to the following number of persons per Tract:

For all Tracts whether owned by a single person, more than one person, a corporation, limited liability company, trust, or any other type of entity, a maximum of four (4) persons per Tract may obtain access privileges to use of the National Forest Access Easements.

- (b) During hunting season, September 1 through December 31 of each year, the Association shall issue up to the maximum number of Access Cards permitted by subsection (a) above to the Tract Owners, Immediate Family Members, and Guests. Eligibility for Access Cards will be subject to the following conditions:

1. All assessments are paid current;
2. Access privileges have not been restricted or otherwise withheld by the Board;
3. A fee of \$30.00 is paid for each Access Card requested, subject to periodic increases as determined by the Board;
4. The Owner provides their name and the Tract number they own along with the name and address of each card recipient;
5. Access Cards are not transferrable;

6. Owners and their guests are required to carry photo identification along with their Access Card while using the Association's National Forest Access Easements, and shall show proof of the same upon request to the Association or their agents.
 7. Any Owner or guest not in possession of their Access Card and proper photo identification while using the Association's National Forest Access Easements may be denied access to the National Forest through the Association's National Forest Access Easements.
 8. Access Cards will be provided to the Owner within fifteen (15) days of receipt of the request and payment of the required fees.
- (c) Any unaccompanied Guest of an Owner on the Common Properties shall have in his or her possession written permission from the Tract Owner or be subject to removal from the Common Properties by the Association.
- (d) Any person permitted by this Declaration to use the Common Properties shall not remove any of the natural vegetation or features within the Common Properties, including, but not limited to, trees and rocks.
- (e) Any Owner who is found to be in violation of any of the aforementioned rules and regulations concerning use of the Common Properties may have their privilege to obtain Access Cards taken away for one or more years, depending upon the seriousness of the violation. The Board shall have the responsibility and discretion to determine the appropriate penalty for any violations.

Section 3. Each Owner's Guests may be entitled to use all or a portion of such Owner's Tract and any Common Properties which are reserved for the exclusive use of the Owners. Each Owner shall be responsible for the compliance of such Owner's Guests with the provisions of this RESTATED DECLARATION and shall not be relieved of the ultimate responsibility for fulfillment of all obligations hereunder of an Owner.

ARTICLE VII. ARCHITECTURAL COMMITTEE

Section 1. There is created an Architectural Committee which is herein referred to as the "Committee" which shall consist of three persons, none of whom need to be Owners. The Board of Directors of the Association shall appoint the three members to the Committee.

Committee members shall serve a term of two (2) years each and can be appointed for successive terms. Each committee member shall have one (1) vote and a majority will control any decision made by the Committee.

Section 2. The Committee may adopt such reasonable rules, regulations, procedures as it deems necessary to carry out its function, which rules, regulations and procedures may not be inconsistent with the provisions of these covenants.

Section 3. No building, construction, reconstruction, alteration, remodeling, landscaping, parking, fence, timber cutting, or earth moving, wall or other improvement shall be placed, erected, constructed, repaired, restored, reconstructed, altered, remodeled, added to, or maintained on any tract until building site plans and specifications and such other information as the Committee may reasonably require, including, without being limited to, colors, building materials, and models, having been submitted to and approved by a majority of the Committee in writing, nor may any of the same be commenced until the Committee shall have issued a permit allowing for such an improvement. The minimum square footage must be at least six hundred square feet (600 sq. ft.) on the ground/grade level floor.

Section 4. The Committee shall require that the construction of any dwelling located on any Tract complies with the provisions of the following standard codes or their current amendments: the Uniform Building Code, the Uniform Plumbing Code, the Uniform Mechanical Code and the National Electrical Code. Mobile homes or "double-wide" mobile homes are not permitted. Pre-Built or modular homes meeting Federal Housing Administration and Uniform Building Code standards are permitted on a permanent foundation.

Section 5. Unless otherwise specified in these covenants, the Committee may designate set backs for and location of any structure as in its discretion best suits the requirements of the site.

Section 6. The Committee shall have the authority to reject materials, designs and colors submitted with plans or the plans themselves if they are not compatible with the rest of the development and the intent of these covenants.

Section 7. The Committee shall have the authority to grant variances to any building codes or construction requirements as set forth in this RESTATED DECLARATION.

Section 8. All improvements, construction, reconstruction, alterations, or remodeling or any activity requiring the approval of the Committee must be completed in substantial compliance with the plans and specifications initially approved by the Committee and completed within 365 days from the starting date of construction. No Tract shall be used as the location of any structure, temporary or permanent, until there is installed for the use of such Tract an approved method of sanitary sewage disposal. The Committee shall have the power, authority and standing right to enforce these covenants in any court of law or equity when it reasonably believes that the same has been violated.

Section 9. The Committee shall require complete plans of construction, including, but not limited to, building plans and specifications and site plans. The Committee may also require reasonable fees to be paid with the filing of plans and specifications and the issuance of building permits. All applications for building permits shall be accompanied by a statement, in writing, by the builder, covenanting and agreeing that he will carry out the improvements, construction, reconstruction, alterations, or remodeling in strict accordance with the plans and specifications submitted and that, in the event that he shall not do so, he shall, at his own expense, correct such noncompliance.

Section 10. The Committee shall be governed by the following guidelines in its consideration of plans and specifications submitted for its approval:

(a) It must recognize that this is a development planned for quality, desirable, residential purposed and that all improvements including the erection of buildings, landscaping, etc., should be consistent with the overall suitability and desirability of the area.

(b) In considering any plans and specifications, the Committee shall examine the suitability of the same to the lot, including the materials of which it is to be constructed and the relationship of the same to the neighborhood and adjacent properties. In addition, the Committee shall consider the location of the same upon the lot and the features thereof, including height, in relationship to the view from dwellings upon adjacent properties.

(c) All Plans shall be approved according to the guidelines as set forth in this declaration as well as by considering aesthetic values of the area.

Section 11. The Committee, or the individual members thereof, may not be held liable by any person for any damages for any Committee action taken pursuant to these covenants, including, but not by way of limitation, damages which may result from correction, amendment, changes or rejection of plans, the issuance of building permits or any delays associated with such action on the part of the Committee.

Section 12. In reviewing the plans, especially the site plans as presented by the Owner, the Committee shall attempt to preserve and protect the environment and aesthetic value of the area.

Section 13. The Committee may not act in an unreasonable or arbitrary manner. If a decision of the Committee is deemed by any Tract Owner to be unreasonable or arbitrary, such Tract Owner may appeal such decision to the Board of the Association, following such appeal procedure as the Board may prescribe. Upon consideration of such appeal, the Board may affirm, overrule or modify the decision of the Committee. The decision of the Board shall be conclusive and binding upon all parties.

ARTICLE VIII. TERM, ENFORCEMENT, APPLICABILITY AND CHANGE

Section 1. This RESTATED DECLARATION shall remain in full force and effect until revocation upon an affirmative vote by at least sixty-six and two-thirds percent (66 2/3%) of the Tract Owners with Rising Sun Mountain Estates and consent of the governing body of Madison County, Montana. The Covenants and Conditions herein contained are to run with the land, until so revoked.

Section 2. The Association, the Committee or any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens, and charges, now or hereinafter imposed by the provisions of this RESTATED DECLARATION by proceeding at law or in equity, including request for injunctive relief. The Association's Board may also enforce these

covenants by imposing fines and penalties against any violating Owner for violation of the provisions of these covenants as provided for in Section 3 of this Article VIII. Failure by the Association, the Committee or any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event of any action to enforce the provisions of this RESTATED DECLARATION, including an action to collect unpaid assessments or fines, through foreclosure or otherwise, the prevailing party shall be entitled to recover from the other party costs, disbursements, and reasonable attorneys' fees to be set by the court.

Section 3. The Board at its discretion while taking into account the circumstances of each violation shall be permitted to assess monetary fines against Owners violating these covenants after attempting to obtain compliance informally through one or more written notices to the violating Owner. If the Board is unable to informally resolve the matter within thirty (30) days of its initial notice requesting compliance, or if the circumstances warrant sooner, the Board shall send a formal written notice detailing the violation, the assessment of applicable fines, and procedures for payment. Fines shall be assessed in an amount of up to \$100.00 for the first violation, and up to \$200 for any repeat violations. For continuing violations, the Board may impose continuing monetary fines assessed on a weekly basis, without additional notice, until the infraction or violation has been remedied. The imposition fines by the Board against an Owner shall in no way prevent the Association from taking any other enforcement action as permitted by these covenants.

Once the Board has assessed a fine(s), the Owner may within thirty (30) days of receipt of the fine notice make a written request for reconsideration and/or a telephonic hearing before the Board. The Board will notify the Owner, in writing, of its decision regarding the reconsideration and/or request for a hearing. Should the Owner request a hearing, no enforcement fee will be imposed until after the hearing and the Board may, following the hearing, reduce or retract the fines, if the Board finds that such fines are not necessary to obtain compliance with these covenants or the rules adopted by the Board. If the Owner fails to appear at the hearing, the monetary fines will be considered valid and will be assessed retroactively.

Section 4. This RESTATED DECLARATION may be amended in whole or in part by the execution, acknowledgement and recording of a written instrument signed by at least three (3) Board members and approved by at least sixty-six and two-thirds percent (66 2/3%) of the votes of the Owners. Voting for covenant amendments must be done by paper ballot and each ballot must have the name and signature of the Owner, the Tract number and address of the Tract the Owner represents, and the date. All ballots for such amendments must be retained by the Association for one (1) year after the recording of the amendment with the Madison County Clerk and Recorder's Office and must be made available for review by any Owner upon request.

ARTICLE IX. GENERAL PROVISIONS

Section 1. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise effect any other provisions which shall remain in full force and effect.

Section 2. Should any of the Tracts hereafter become subject to any zoning ordinances or regulation, passed by a government body with jurisdiction, the provisions herein which are more restrictive than such zoning regulations shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Owners have hereunto set their hands and seals as of the day and year first above written.

[Signature Pages to Follow]

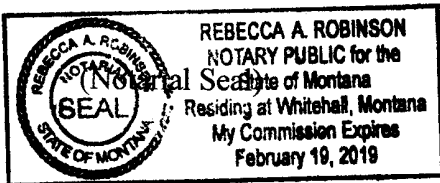
Tracts 1, 4 and 13 of COS 234

Thomas Collopy
Thomas Collopy

STATE OF MT)
County of MADISON)
:SS.

On this 26th day of October, 2016, before me, a Notary Public for the State of Montana, personally appeared THOMAS COLLOPY, known to me to be the person who executed this document, and acknowledged to me that he executed the same.

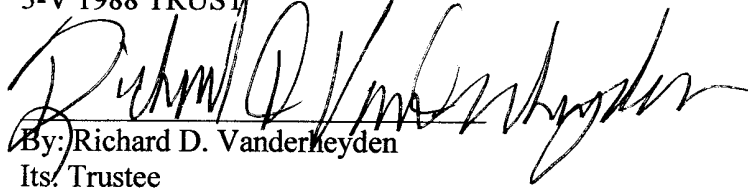
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Notary=s Signature: Rebecca A. Robinson
Notary=s Name: Rebecca A. Robinson
Notary Public for the State of Montana
Residing at: Whitehall
My commission expires: 02/19, 20 19

Tract 3 of COS 234

3-V 1988 TRUST

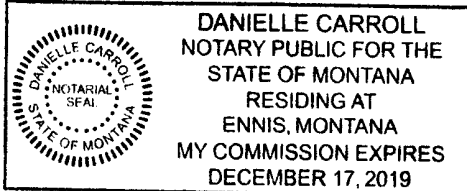

By: Richard D. Vanderheyden
Its: Trustee

STATE OF Montana)
:SS.
County of Madison)

On this 24 day of October, 2016, before me, a Notary Public for the State of Danielle Carroll, personally appeared RICHARD D. VANDERHEYDEN, as Trustee, of the 3-V 1988 TRUST, known to me or satisfactorily proven to be the person who executed the within instrument, and acknowledged that he executed the same.

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

(Notarial Seal)



Notary=s Signature: Danielle Carroll
Notary=s Name: Danielle Carroll
Notary Public for the State of Montana
Residing at: Ennis
My commission expires: December 17, 2019

Tract 5 of COS 234

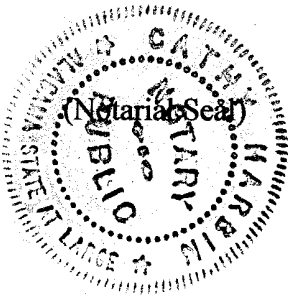
FINGER MOUNTAIN CORPORATION

R. H. H.
By: ROD HARBIN
Its: SECRETARY

STATE OF ALABAMA
County of JEFFERSON :SS.

On this 24th day of OCTOBER, 2016, before me, a Notary Public for the State of ALABAMA, personally appeared ROD HARBIN, SR., the SECRETARY of FINGER MOUNTAIN CORPORATION, known to me or satisfactorily proven to be the person(s) who executed the within instrument, and acknowledged that they executed the same.

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



Notary=s Signature: Cathy Harbin
Notary=s Name: CATHY HARBIN
Notary Public for the State of ALABAMA
Residing at: 4306 CHDWEIL MILLER, MT BROOK AL
My commission expires: 12/10, 2016 35243

Tracts 6 and 7 of COS 234

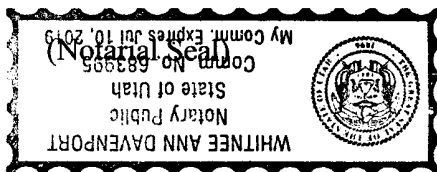
LOFUN, LLC

By: Dixie Smith
Its: manager

STATE OF Utah)
County of Washington) :ss.

On this 22 day of November, 2016, before me, a Notary Public for the State of Utah, personally appeared Dixie Smith, the manager of LOFUN, LLC, known to me or satisfactorily proven to be the person who executed the within instrument, and acknowledged that they executed the same.

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



Notary=s Signature: Whitnee Davenport
Notary=s Name: Whitnee Davenport
Notary Public for the State of Utah
Residing at: Lions Bank
My commission expires: July 10 2019

Mark E. Filanc

see attached

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

Notary=s Signature: _____
 Notary=s Name: _____
 Notary Public for the State of _____
 Residing at: _____
 My commission expires: _____, 20_____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

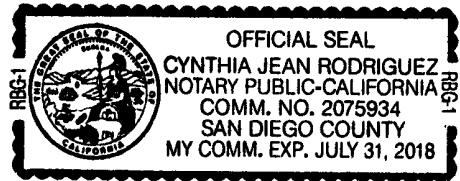
On November 2, 2012 before me, Cynthia Jean Rodriguez, Notary Public
(insert name and title of the officer)

personally appeared Mark E Filanc,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cynthia Jean Rodriguez



Tract 9 of COS 234

Robert J. Thompson
Robert J. Thompson

STATE OF Washington)
County of FRANKLIN) :ss.

On this 24th day of Oct., 2016, before me, a Notary Public for the State of Washington, personally appeared ROBERT J. THOMPSON, known to me to be the person who executed this document, and acknowledged to me that he executed the same.

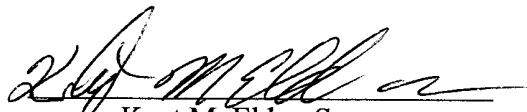
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

(Notarial Seal)



Notary=s Signature: Sue S. Casag
Notary=s Name: Sue S. Casag
Notary Public for the State of Washington
Residing at: Bremerton
My commission expires: 9-10, 2017

Tract 10 of COS 234

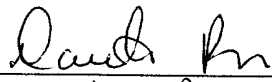

Kent M. Elder, Sr.

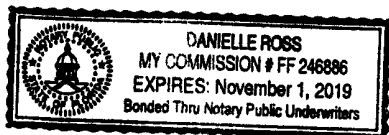
STATE OF Florida)
County of Columbia) :SS.

On this 24 day of October, 2016, before me, a Notary Public for the State of Florida, personally appeared KENT M. ELDER, SR., known to me to be the person who executed this document, and acknowledged to me that he executed the same.

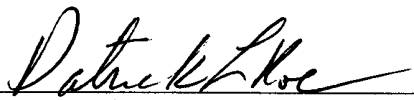
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

(Notarial Seal)

Notary=s Signature: 
Notary=s Name: Danielle Ross
Notary Public for the State of Florida
Residing at: Columbia CO.
My commission expires: 11-1, 20 19



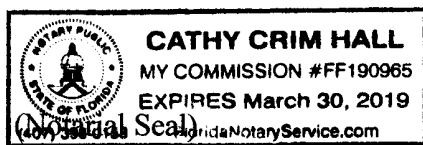
Tracts 11 and 24 of COS 234


Patrick L. Roe

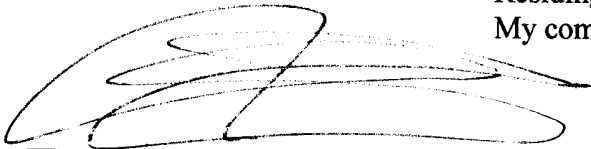
STATE OF Florida)
:SS.
County of St Johns)

On this 26th day of October, 2016, before me, a Notary Public for the State of Florida, personally appeared PATRICK L. ROE, known to me to be the person who executed this document, and acknowledged to me that he executed the same.

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



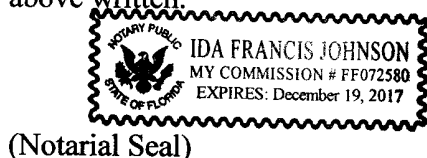
Notary=s Signature: 
Notary=s Name: Cathy Crim Hall
Notary Public for the State of Florida
Residing at: Middleburg, FL
My commission expires: March 30, 2019


Anthony T. Sleiman

STATE OF Florida)
:SS.
County of Duval)

On this 31st day of October, 2016, before me, a Notary Public for the State of Florida, personally appeared ANTHONY T. SLEIMAN, known to me to be the person who executed this document, and acknowledged to me that he executed the same.

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



Notary=s Signature: 
Notary=s Name: Ida Francis Johnson
Notary Public for the State of Florida
Residing at: Jacksonville, Florida
My commission expires: December 19, 2017

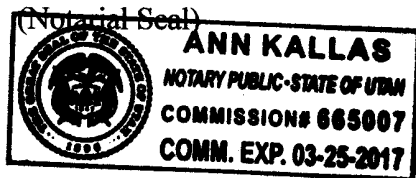
Tract 15 of COS 234

Kerry Welch
Kerry Welch

STATE OF Utah)
County of Utah) :ss.

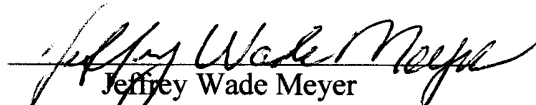
On this 27 day of October, 2016, before me, a Notary Public for the State of Utah, personally appeared KERRY WELCH, known to me to be the person who executed this document, and acknowledged to me that he executed the same.

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



Notary=s Signature: Ann Kallas
Notary=s Name: Ann Kallas
Notary Public for the State of Utah
Residing at: American Fork
My commission expires: March 25, 2017

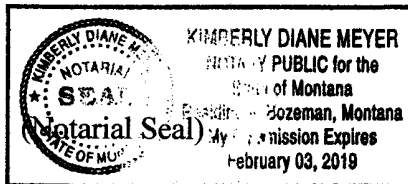
Tract 20 of COS 234


Jeffrey Wade Meyer

STATE OF Montana)
County of Gallatin) :ss.

On this 10 day of Jan, 2016⁷, before me, a Notary Public for the State of Montana, personally appeared JEFFREY WADE MEYER, known to me to be the person who executed this document, and acknowledged to me that he executed the same.

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



Notary=s Signature: 
Notary=s Name: Kimberly Meyer
Notary Public for the State of Montana
Residing at: Gallatin County
My commission expires: 2/3, 2019

Tract 20 of COS 234

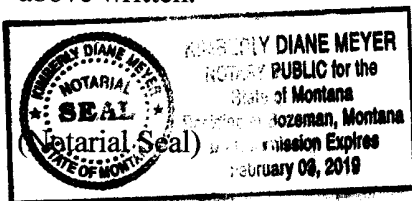
EQUITY TRUST COMPANY CUSTODIAN (FBO)

Jeff Meyer
By: Jeff Meyer
Its: Owner

STATE OF MT)
County of Gallatin) :SS.

On this 10 day of Jan, 2018, before me, a Notary Public for the State of Montana, personally appeared Jeff Meyer, the Owner of EQUITY TRUST COMPANY CUSTODIAN (FBO). Known to me or satisfactorily proven to be the person(s) who executed the within instrument, and acknowledged that they executed the same.

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



Notary=s Signature: [Signature]

Notary=s Name: Kimberly D. Meyer

Notary Public for the State of Montana

Residing at: Gallatin County

My commission expires: 2/8, 2019

Tract 21 of COS 234

Eric Kern

STATE OF _____)
:ss.
County of _____)

On this ____ day of _____, 2016, before me, a Notary Public for the State of _____, personally appeared ERIC KERN, known to me to be the person who executed this document, and acknowledged to me that he executed the same.

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

Notary=s Signature: _____
Notary=s Name: _____
Notary Public for the State of _____
Residing at: _____
My commission expires: _____, 20____

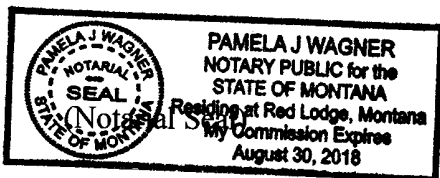
(Notarial Seal)

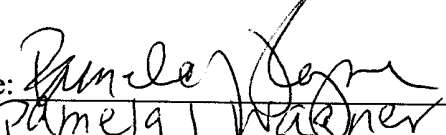

Deirdre McNamer

STATE OF Montana)
:ss.
County of Carbon)

On this 20 day of October, 2016, before me, a Notary Public for the State of Montana, personally appeared DEIRDRE MCNAMER, known to me to be the person who executed this document, and acknowledged to me that he executed the same.

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



Notary=s Signature: 
Notary=s Name: Pamela J Wagner
Notary Public for the State of Montana
Residing at: Red Lodge, MT
My commission expires: 8-30, 2018

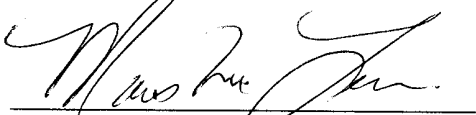
Tract 22 of COS 234

HOWARD LEIER LIVING TRUST



By: Howard Leier

Its: Trustee



By: Marsha Leier

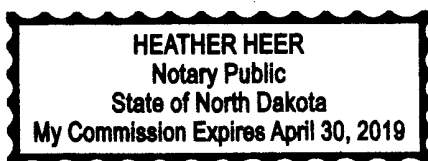
Its: Trustee

STATE OF North Dakota)
County of Burleigh) :ss.

On this 16 day of November, 2016, before me, a Notary Public for the State of North Dakota, personally appeared HOWARD LEIER and MARSHA LEIER, the Trustees of HOWARD LEIER LIVING TRUST. Known to me or satisfactorily proven to be the persons who executed the within instrument, and acknowledged that they executed the same.

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

(Notarial Seal)



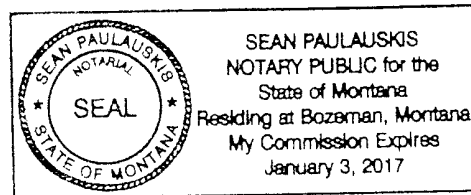
Notary=s Signature: Heather Heer
Notary=s Name: Heather Heer
Notary Public for the State of North Dakota
Residing at: Bismarck, ND 58501
My commission expires: April 30, 2019

Tract 23 of COS 234

Gary B. Kline

Clare A. Smith
Clare A. Smith

Bruce T. Kline



STATE OF MT)
County of Gallatin) :ss.

On this 25th day of October, 2016, before me, a Notary Public for the State of Montana, personally appeared ~~GARY B. KLINE~~, CLARE A. SMITH and ~~BRUCE T. KLINE~~, known to me to be the persons who executed this document, and acknowledged to me that they executed the same.

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

(Notarial Seal)

Notary=s Signature: [Signature]
Notary=s Name: Sean Paulauskis
Notary Public for the State of MT
Residing at: Bozeman, MT
My commission expires: 01/03, 20 16sp

ANDREA L. KILLINGWORTH REVOCABLE TRUST

38

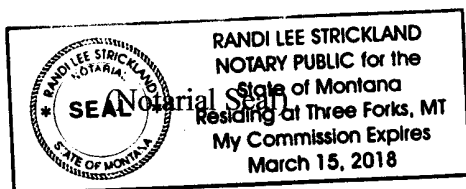
Tract 6 of COS 233


Justin Helvik

STATE OF Montana)
:ss.
County of Gallatin)

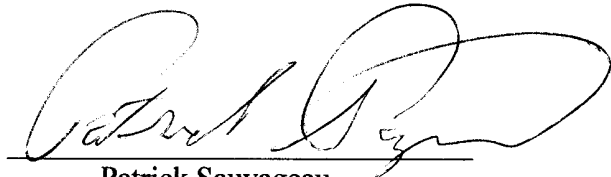
On this 17 day of November 2016, before me, a Notary Public for the State of Montana, personally appeared JUSTIN HELVIK, known to me to be the person who executed this document, and acknowledged to me that he executed the same.

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



Notary=s Signature: Randi Lee Strickland
Notary=s Name: Randi Lee Strickland
Notary Public for the State of Montana
Residing at: Three Forks
My commission expires: March 15, 2018

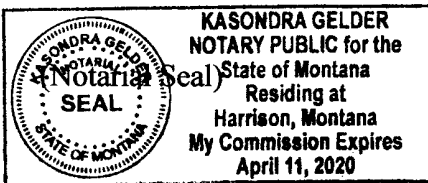
Tract 7 of COS 233


Patrick Sauvageau

STATE OF MT)
County of Gallatin) ss.

On this 19th day of October, 2016, before me, a Notary Public for the State of Montana, personally appeared PATRICK SAUVAGEAU, known to me to be the person who executed this document, and acknowledged to me that he executed the same.

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



Notary=s Signature: Kasondra Gelder
Notary=s Name: Kasondra Gelder
Notary Public for the State of Montana
Residing at: Harrison, MT
My commission expires: April 11, 2020

Tract 9A of COS 287

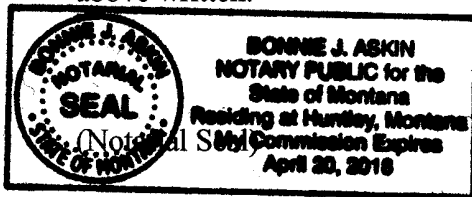
Brian McHugh
Brian McHugh

Beverly R. McHugh
Beverly R. McHugh

STATE OF _____)
:SS.
County of _____)

On this 15 day of November 2016, before me, a Notary Public for the State of Montana, personally appeared BRIAN MCHUGH and BEVERLY R. MCHUGH known to me to be the persons who executed this document, and acknowledged to me that they executed the same.

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



Notary=s Signature: Bonnie J. Askin
Notary=s Name: Bonnie J. Askin
Notary Public for the State of Montana
Residing at: 2190 N. 8th Rd Huntley MT 59037
My commission expires: 4/20/2018, 2018

Tract 9A of COS 287

W. Scott Mitchell
W. Scott Mitchell

Barbara D. Bryan
Barbara D. ~~Mitchell~~
Bryan

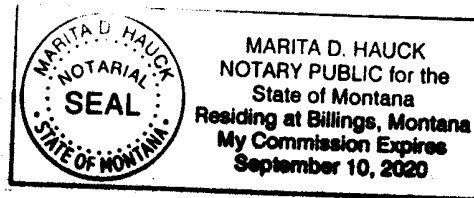
STATE OF Montana)
County of Yellowstone :ss.

On this 3rd day of November, 2016, before me, a Notary Public for the State of Montana, personally appeared W. Scott Mitchell and Barbara D. Bryan known to me to be the persons who executed this document, and acknowledged to me that they executed the same.

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

(Notarial Seal)

Notary=s Signature: Marita D Hauck
Notary=s Name: Marita D Hauck
Notary Public for the State of Montana
Residing at: Billings, MT
My commission expires: 9/10, 20 2020



Tract 9A of COS 287

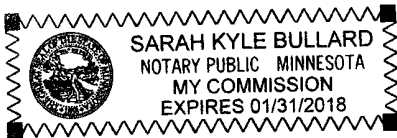
Doug G. Tiffany
Doug G. Tiffany

STATE OF Minnesota)
County of Ramsey) :ss.

On this 18th day of November, 2016, before me, a Notary Public for the State of Minnesota, personally appeared DOUG G. TIFFANY known to me to be the person who executed this document, and acknowledged to me that he executed the same.

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

(Notarial Seal)



Notary=s Signature: Sarah K Bullard
Notary=s Name: SARAH K BULLARD
Notary Public for the State of Minnesota
Residing at: 999 Village Center Dr. N. Oaks MN 55127
My commission expires: 01/31, 2018

Tract 9A of COS 287

Judy T. Ohannesian
Judy T. Ohannesian

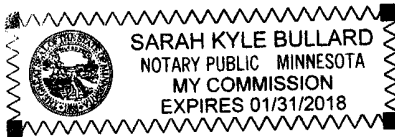
STATE OF Minnesota)
County of Ramsey) :ss.

On this 18th day of November, 2016, before me, a Notary Public for the State of Minnesota, personally appeared JUDY T. OHANNESIAN known to me to be the person who executed this document, and acknowledged to me that she executed the same.

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

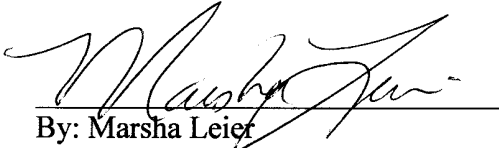
(Notarial Seal)

Notary=s Signature: Sarah K Bullard
Notary=s Name: SARAH K BULLARD
Notary Public for the State of Minnesota
Residing at: 999 Village Center Dr. North Oaks MN 55127
My commission expires: 01/31, 2018



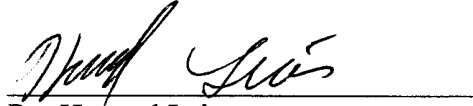
Tract 9B of COS 287

MARSHA LEIER LIVING TRUST



By: Marsha Leier

Its: Trustee



By: Howard Leier

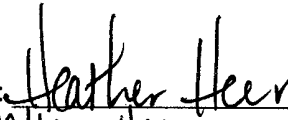
Its: Trustee

STATE OF North Dakota)
County of Burleigh) :ss.

On this 16 day of November, 2016, before me, a Notary Public for the State of North Dakota, personally appeared MARSHA LEIER and HOWARD LEIER, the Trustees of MARSHA LEIER LIVING TRUST. Known to me or satisfactorily proven to be the persons who executed the within instrument, and acknowledged that they executed the same.

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

(Notarial Seal)

Notary=s Signature: 
Notary=s Name: Heather Heer
Notary Public for the State of ND
Residing at: Bismarck, ND 58501
My commission expires: April 30, 20 19



Tract 11 of COS 233

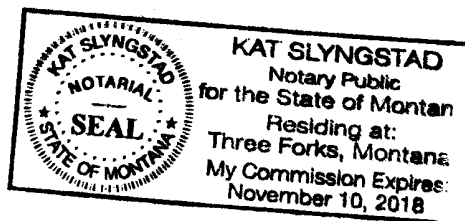

Michael Myer

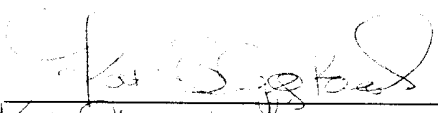
STATE OF Montana)
County of Gallatin) :ss.

On this 7 day of November, 2016, before me, a Notary Public for the State of Montana, personally appeared MICHAEL MYER, known to me to be the person who executed this document, and acknowledged to me that he executed the same.

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

(Notarial Seal)



Notary=s Signature: 

Notary=s Name: Kat Slingstad

Notary Public for the State of Montana

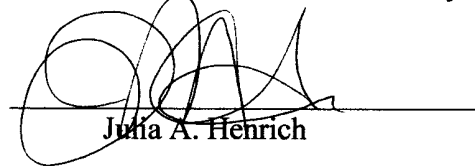
Residing at: Three Forks, Montana

My commission expires: November 10, 20 16

Tract 12 of COS 233



Ian K. Henrich



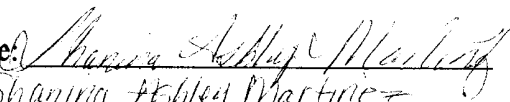
Julia A. Henrich

STATE OF Colorado)
:ss.
County of Adams)

On this 26 day of October, 2016, before me, a Notary Public for the State of Colorado, personally appeared IAN K. HENRICH and JULIA A. HENRICH, known to me to be the persons who executed this document, and acknowledged to me that they executed the same.

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

(Notarial Seal)

Notary=s Signature: 
Notary=s Name: Shanina Ashley Martinez
Notary Public for the State of Colorado
Residing at: 15 South Main St Brighton CO 80601
My commission expires: 09/09, 20 20

SHANINA ASHLEY MARTINEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164034788
MY COMM. EXP. SEPTEMBER 09, 2020

Tract 13 of COS 233

Michael G. Kunz
Michael G. Kunz

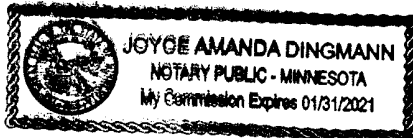
Julie A. Kunz
Julie A. Kunz

STATE OF Minnesota
County of Stearns)
:ss.

On this 7th day of November 2016, before me, a Notary Public for the State of Minnesota, personally appeared MICHAEL G. KUNZ and JULIE A. KUNZ, known to me to be the persons who executed this document, and acknowledged to me that they executed the same.

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

(Notarial Seal)



Notary=s Signature: Joyce A. Dingmann
Notary=s Name: Joyce A. Dingmann
Notary Public for the State of Minnesota
Residing at: 8382 Co. Rd. 6, St. Cloud MN 56301
My commission expires: 01/31/2021, 2021

Thomas M. Everett

FRANCINE P SEDGWICK
NOTARY PUBLIC for the
State of Montana
Residing at
Belgrade, Montana
My Commission Expires
April 1, 2020

Tract 15A of COS 287

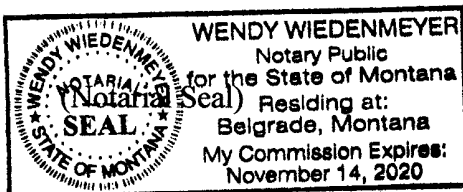
Michael Hertzog
Michael Hertzog

Cynthia Hertzog
Cynthia Hertzog

STATE OF Montana)
 :SS.
County of Gallatin)

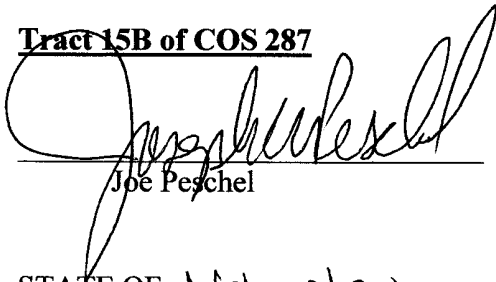
On this 17 day of November, 2016, before me, a Notary Public for the State of Montana, personally appeared MICHAEL HERTZOG and CYNTHIA HERTZOG, known to me to be the persons who executed this document, and acknowledged to me that they executed the same.

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



Notary=s Signature: Wendy Wiedenmeyer
Notary=s Name: Wendy Wiedenmeyer
Notary Public for the State of Montana
Residing at: Belgrade
My commission expires: Nov. 14, 20 20

Tract 15B of COS 287

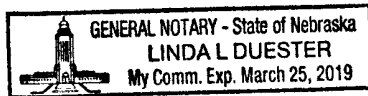


Joe Peschel

STATE OF Nebraska)
County of Hall) :ss.

On this 14th day of November, 2016, before me, a Notary Public for the State of Nebraska, personally appeared JOE PESCHEL, known to me to be the person who executed this document, and acknowledged to me that he executed the same.

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



(Notarial Seal)

Notary=s Signature: 
Notary=s Name: Linda L Duester
Notary Public for the State of Nebraska
Residing at: Bellevue Howard County
My commission expires: 3/25 /, 2019

Tract 16 of COS 233

~~Gary B. Kline~~

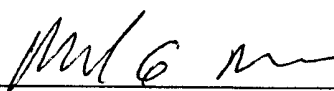
STATE OF _____)
:ss.
County of _____)

On this ____ day of _____, 2016, before me, a Notary Public for the State of _____, personally appeared GARY B. KLINE, known to me to be the person who executed this document, and acknowledged to me that he executed the same.

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

(Notarial Seal)

Notary=s Signature: _____
Notary=s Name: _____
Notary Public for the State of _____
Residing at: _____
My commission expires: _____, 20____

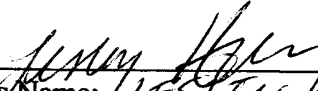

Ronald G. Deriana

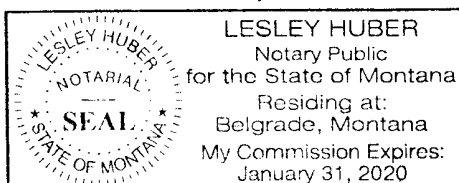
STATE OF MONTANA)
:ss.
County of GALLATIN)

On this 2nd day of DECEMBER, 2016, before me, a Notary Public for the State of MONTANA, personally appeared RONALD G. DERIANA, known to me to be the person who executed this document, and acknowledged to me that he executed the same.

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

(Notarial Seal)

Notary=s Signature: 
Notary=s Name: LESLEY HUBER
Notary Public for the State of MONTANA
Residing at: Belgrade
My commission expires: 1-31, 20 20



Tract 18 of COS 233

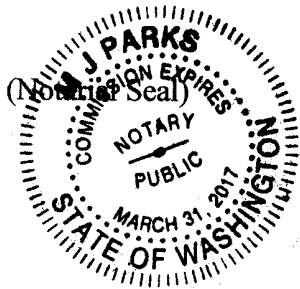
VERN H. CHRISTENSEN Trust

Vern H. Christensen
By: Vern H. Christensen
Its: Trustee

STATE OF Washington)
County of Chelan) :SS.

On this 4th day of November, 2016, before me, a Notary Public for the State of Washington, personally appeared VERN H. CHRISTENSEN, the Trustee of H. Vern Christensen TRUST. Known to me or satisfactorily proven to be the person who executed the within instrument, and acknowledged that he executed the same.

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



Notary=s Signature: [Signature]
Notary=s Name: M. J. Parks
Notary Public for the State of Washington
Residing at: Leavenworth
My commission expires: 3-31, 2017

Tract 19 of COS 233

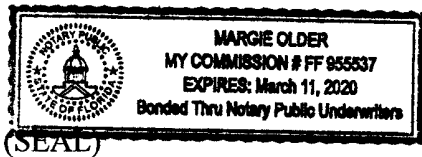
3 DOG RANCH LLC

Curtis Gwin
By: Curtis Gwin
Its: Manager

STATE OF FLORIDA)
 :SS.
County of Okaloosa)

On this 24 day of October, 2016, before me, a Notary Public for the State of Florida, personally appeared CURTIS GWIN, the Manager of 3 DOG RANCH LLC. Known to me or satisfactorily proven to be the person who executed the within instrument, and acknowledged that he executed the same.

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



Sign: Margie Older
Print: Margie Older
Notary Public for the State of Florida
Residing at: Destin, Okaloosa Co., Florida
My commission expires: 3/11/2020

Tract 20A of COS 287

Raymond G. Dickinson

Raymond G. Dickinson

Terry J. Dickinson

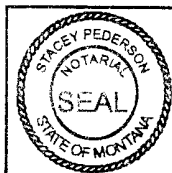
Terry J. Dickinson

STATE OF Montana)
:ss.
County of Madison)

On this 20 day of October, 2016, before me, a Notary Public for the State of Montana, personally appeared RAYMOND G. DICKINSON and TERRY J. DICKINSON, known to me to be the persons who executed this document, and acknowledged to me that they executed the same.

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

(Notarial Seal)



STACEY PEDERSON
NOTARY PUBLIC for the
State of Montana
Residing at Ennis, Montana
My Commission Expires
June 23, 2019

Notary=s Signature: Stacey Pederson
Notary=s Name: Stacey Pederson
Notary Public for the State of Montana
Residing at: Ennis
My commission expires: 6.23, 2019

Tract 21 of COS 233

Dennis A. Mach
Dennis A. Mach

Marilyn Mach
Marilyn Mach

STATE OF Michigan)
:SS.
County of Macomb)

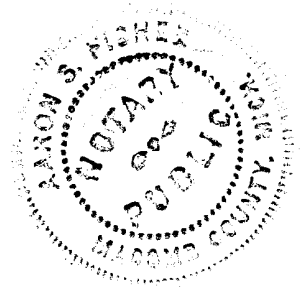
On this 28th day of October, 2016, before me, a Notary Public for the State of Michigan, personally appeared DENNIS A. MACH and MARILYN MACH, known to me to be the persons who executed this document, and acknowledged to me that they executed the same.

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

(Notarial Seal)

Notary=s Signature: Aaron S. Fisher
Notary=s Name: Aaron S. Fisher
Notary Public for the State of Michigan
Residing at: 48890 Celeste Chesapeake Rd MI 48051
My commission expires: 5-26-2022, 20 22

AARON S. FISHER
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES May 26, 2022
ACTING IN COUNTY OF Macomb



STEVEN M. & KATHLEEN J. COONTZ FAMILY
REVOCABLE LIVING TRUST

STEVEN M. & KATHLEEN J. COONTZ FAMILY
REVOCABLE LIVING TRUST


By: Steven M. Coontz

By: Steven M. Coontz
Its: Trustee

By: Kathleen J. Coontz Its: Trustee

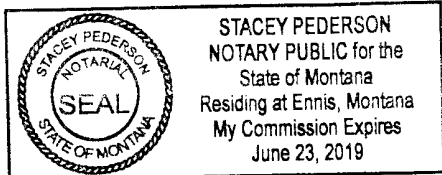
By: ~~Kathleen J. Coontz~~
Its: Trustee

STATE OF Montana)
 :ss.
County of Madison)

On this 7 day of Nov, 2016, before me, a Notary Public for the State of Montana, personally appeared STEVEN M. COONTZ and KATHLEEN J. COONTZ, the Trustees of STEVEN M. & KATHLEEN J. COONTZ FAMILY REVOCABLE LIVING TRUST. Known to me or satisfactorily proven to be the persons who executed the within instrument, and acknowledged that they executed the same.

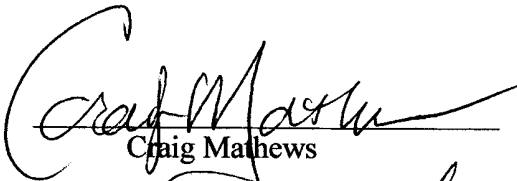
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

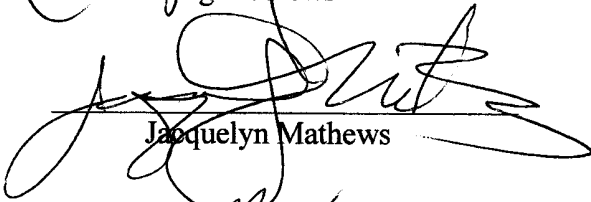
(Notarial Seal)



Notary=s Signature: Stacey Pederson
Notary=s Name: Stacey Pederson
Notary Public for the State of Montana
Residing at: Ennis
My commission expires: 6.23. - , 2019

Tract 23 of COS 233

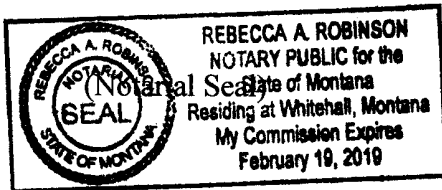

Craig Mathews

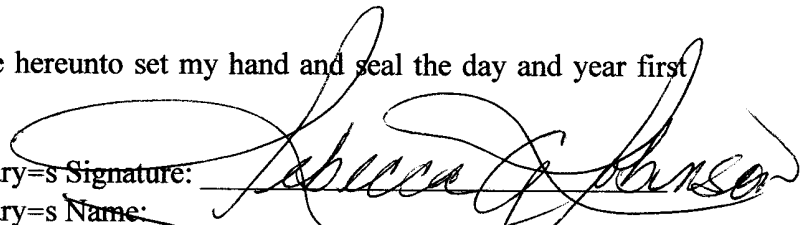

Jacquelyn Mathews

STATE OF Montana :ss.
County of Madison)

On this 28th day of October, 2016, before me, a Notary Public for the State of Montana, personally appeared CRAIG MATHEWS and JACQUELYN MATHEWS, known to me to be the persons who executed this document, and acknowledged to me that they executed the same.

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



Notary=s Signature: 
Notary=s Name: _____
Notary Public for the State of _____
Residing at: _____
My commission expires: _____, 20____

AMORT FAMILY TRUST

Its: Trustee

Its: Trustee

73

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ORANGE

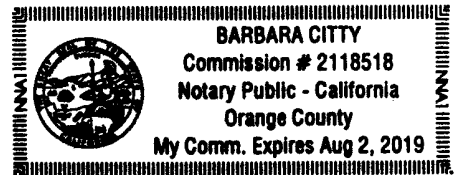
On DECEMBER 1, 2016 before me, BARBARA CITY, Notary Public
(insert name and title of the officer)

personally appeared STEVEN AMORT AND KATHLEEN AMORT
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Barbara City (Seal)



*Attached to Restated Declaration of Covenants, Conditions and
Restrictions for Rising Sun Mountain Estates*

Tract 25C of COS 287

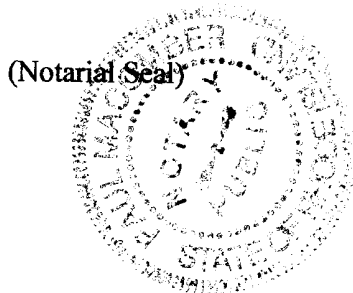
Katherine Larson
Katherine Larson

11/4
Kristine Larson

STATE OF Rhode Island
County of PROV) :SS.

On this 27th day of Oct, 2016, before me, a Notary Public for the State of Rhode Island, personally appeared KATHERINE LARSON and KRISTINE LARSON, known to me to be the persons who executed this document, and acknowledged to me that they executed the same.

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



Notary=s Signature: Paul Macomber
Notary=s Name: PAUL MACOMBER
Notary Public for the State of Rhode Island
Residing at: 131 Carnegie Ave PROV. RI
My commission expires: March 31, 2019

Tract 25C of COS 287

~~Katherine Larson~~

Kristine Larson
Kristine Larson

STATE OF WASHINGTON)
:SS.
County of SPOKANE)

On this 25th day of OCTOBER, 2016, before me, a Notary Public for the State of WASHINGTON, personally appeared KATHERINE LARSON and KRISTINE LARSON, known to me to be the persons who executed this document, and acknowledged to me that they executed the same.

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

Notary=s Signature: Colleen M. Pirrie

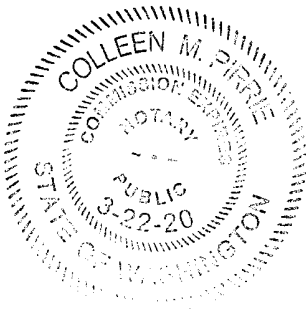
Notary=s Name: Colleen M. Pirrie

Notary Public for the State of WASHINGTON

Residing at: Spokane, Washington

My commission expires: 3-22, 2020

(Notarial Seal)



Tract 25D of COS 287

Johnny E. Dagley
Johnny E. Dagley

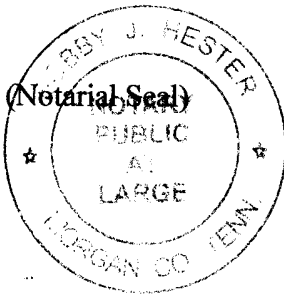
Tanuja J. Dagley
Tanuja J. Dagley

STATE OF TN)

County of Morgan)

On this 7th day of November, 2016, before me, a Notary Public for the State of TN, personally appeared JOHNNY E. DAGLEY and TANUJA J. DAGLEY, known to me to be the persons who executed this document, and acknowledged to me that they executed the same.

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



Notary=s Signature: Bobby J. Hester
Notary=s Name: Bobby J. Hester
Notary Public for the State of TN
Residing at: 705 Main St Wartburg TN 37887
My commission expires: 3-19, 2018

Tract 27 of COS 234

ROBERT L. KILLINGSWORTH REVOCABLE TRUST

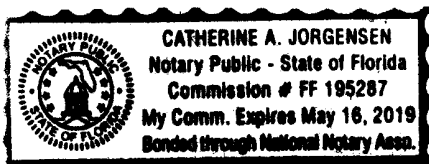
[Signature]
By: Robert L. Killingsworth
Its: Trustee

STATE OF Florida)
:ss.
County of Okaloosa)

On this 24th day of October, 2016, before me, a Notary Public for the State of Florida, personally appeared Robert L. Killingsworth, the Trustee of ROBERT L. KILLINGSWORTH REVOCABLE TRUST. Known to me or satisfactorily proven to be the person who executed the within instrument, and acknowledged that they executed the same.

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

(Notarial Seal)



Notary=s Signature: [Signature]

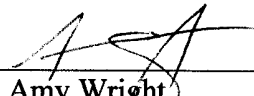
Notary=s Name: _____

Notary Public for the State of _____

Residing at: _____

My commission expires: _____, 20____

Tract 2A of COS 327 (formerly a portion of Tracts 1 and 2 of COS 233)



Amy Wright

STATE OF TN)
County of SEVIER) :ss.

On this 5th day of NOVEMBER, 2016, before me, a Notary Public for the State of Tennessee, personally appeared AMY WRIGHT, known to me to be the person who executed this document, and acknowledged to me that she executed the same.

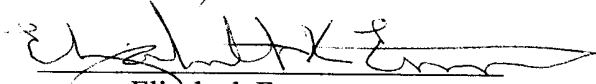
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Notary=s Signature: SARAH FONTENOT
Notary=s Name: SARAH FONTENOT
Notary Public for the State of Tennessee
Residing at: 949 RIVER ROAD KODAK TN 37764
My commission expires: FEB 19th, 20 20

Tract 3 of COS 233


Robert Everson

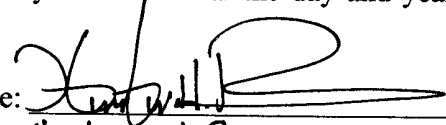

Elizabeth Everson

STATE OF Montana)
County of Park) :ss.

On this 7th day of November, 2016, before me, a Notary Public for the State of Montana, personally appeared ROBERT EVERSON and ELIZABETH EVERSON, known to me to be the persons who executed this document, and acknowledged to me that they executed the same.

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

(Notarial Seal)

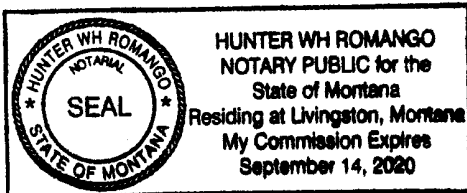
Notary=s Signature: 

Notary=s Name: Hunter W.H. Romango

Notary Public for the State of Montana

Residing at: Livingston, MT

My commission expires: September 14, 20 20



Tract 4 of COS 233

ROSS & SUSAN ANDERSON FAMILY TRUST

C. Ross Anderson
By: Ross C. Anderson
Its: Trustee

C. Ross Anderson

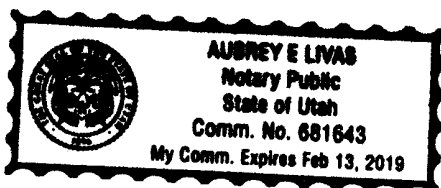
Susan B Anderson
By: Susan B. Anderson
Its: Trustee

STATE OF Utah)
:ss.
County of Salt Lake)

On this 20 day of October, 2016, before me, a Notary Public for the State of Utah, personally appeared ROSS C. ANDERSON and SUSAN B. ANDERSON, the Trustees of ROSS & SUSAN ANDERSON FAMILY TRUST. Known to me or satisfactorily proven to be the persons who executed the within instrument, and acknowledged that they executed the same.

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

(Notarial Seal)



Notary=s Signature: [Signature]
Notary=s Name: Audrey Livas
Notary Public for the State of Utah
Residing at: 1375 Foothill Dr.
My commission expires: Feb. 13, 20 19