



Doc #: 217367 Pages: 5 Book: Page:  
STATE OF MONTANA MADISON COUNTY  
Recorded 10/28/2024 1:45 PM KOI: AMEND COVENANT  
Paula McKenzie, CLERK & RECORDER  
Fee: \$ 40.00 BY: *Paula McKenzie*  
To: JANICE K WHETSTONE, PC, 2711 WESTRIDGE DR., BOZEMAN MT 59715

**AMENDED DECLARATION OF PROTECTIVE COVENANTS AND  
RESTRICTIONS FOR TWIN KNOBS SUBDIVISION, AKA TRACT 2  
(REMAINDER), SEVEN TRACTS OF LAND LOCATED IN THE WEST ½  
OF SECTION 16, T4 S, R1W, P.M.M. MADISON COUNTY, MONTANA**

WHEREAS, the first Declaration of Protective Covenants and Restrictions for Section 21 and the West ½ of Section 16, T4S, R1W, P.M.M., Madison County, Montana ("Covenants") were filed on February 23, 2005 in the records of Madison County, Montana in Book 526, Page 325, and the Declaration of Protective Covenants and Restrictions for Twin Knobs Subdivision were filed on May 27, 2008 in the records of Madison County, Montana, as Document No. 126143 ("Twin Knobs Covenants");

WHEREAS, the owners identified on Exhibit A (hereinafter referred to as "Owners") are the Owners of 100% of the lots in the Twin Knobs PUD, which are subject to the Covenants and Twin Knobs Covenants;

WHEREAS, said Owners, pursuant to the Amendment section of the Covenants, and the Amendment section of the Twin Knobs Covenants, do hereby create this Amended Declaration of the Covenants and Twin Knobs Covenants, to cover the lots identified on Exhibit A;

NOW, THEREFORE, the Owners, DO HEREBY ESTABLISH, DEDICATE, DECLARE, PUBLISH AND IMPOSE upon the property herein described the following additional Protective Covenants, which shall run with the land and shall be binding upon and be for the benefit and value of the property and the owners thereof and shall be binding upon the heirs, successors and assigns of the Owners of said property and shall be for the purpose of maintaining a uniform and stable value, character, use and development of the property.

This Amended Declaration of Protective Covenants ("Amended Covenants") shall apply to all the property set forth on Exhibit A and to all improvements placed or constructed thereon, and unless these Amended Covenants are amended, shall be in existence in perpetuity, unless otherwise terminated by operation of law.

These Amended Covenants provide for certain restrictions on the lots described on Exhibit A, which lots are referred to here as the "Twin Knobs Subdivision."

The Owners hereby adopt the following Amended Declaration of Protective Covenants and Restrictions for the Twin Knobs Subdivision lots described on Exhibit A.

**1. BUILDING ENVELOPES**

a. The building envelopes shown on the Final Plat of Twin Knobs Planned Unit Development, filed in Book 4 of Plats, Page 574, Madison County, Montana, for the Twin Knobs Subdivision may be relocated by a lot owner, subject to the prior, written

approval of the Montana Department of Environmental Quality and the vote of 75% of the Owners of the seven (7) Twin Knobs Subdivision lots.

## 2. PERPETUITY

These Amended Covenants shall continue in full force and effect and shall run with land as legal and equitable servitude in perpetuity unless amended as set forth herein.

## 3. VOTING

Each lot in the Twin Knob Subdivision shall have one (1) vote per lot. If there is more than a single owner of a lot, the owners of such lot shall only be entitled to one (1) vote for such lot. **If there is more than one Owner for a lot, each Owner must execute the amendment, supplement or termination document to count as part of the one vote for such lot toward the seventy-five percent (75%) total.**

## 4. AMENDMENT

These Amended Covenants shall remain in effect until amended or terminated. The Amendment section of the Covenants, as they relate to the property in Section 16, T4S, R1W, P.M.M. and the Twin Knobs Covenants, shall be updated to provide that any portion thereof, may be amended, terminated or supplemented at any time by the execution of a written document containing the terms of the amendment, or supplement of the Covenants, and/or the Twin Knobs Covenants, duly acknowledged by a Notary Public, and recorded with the office of the Madison County Clerk and Recorder, executed by at least seventy-five percent (75%) of the Twin Knobs Subdivision lot owners, or their successors, assigns, or heirs of the properties described on Exhibit A, based on one vote per lot.

(SIGNATURES ON FOLLOWING PAGES)

Lake Shore Lodge, Inc.

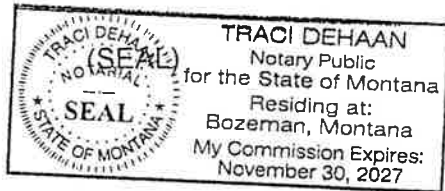
By: William B. Thompson, Jr.  
Attorney-in-Fact for  
Victoria Wilson-Charles, Director

STATE OF MONTANA

COUNTY OF GALLATIN

On this 18<sup>th</sup> day of October, 2024, before me, the undersigned officer, personally appeared **William B. Thompson, Jr.**, as Attorney-in-Fact for Victoria Wilson-Charles, the sole Director of Lake Shore Lodge, Inc., known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained.

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



Traci Dehaan  
Notary Public for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

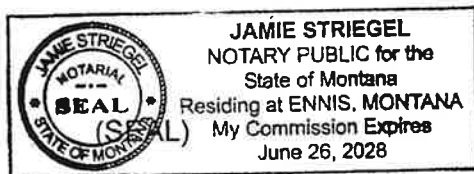
Cindy Seltzer  
Cindy Seltzer

STATE OF MONTANA

COUNTY OF MADISON

On this 21<sup>st</sup> day of October, 2024, before me, the undersigned officer, personally appeared **Cindy Seltzer**, the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same for the purposes therein contained.

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



Jamie Striegel  
Notary Public for the State of Montana  
Printed Name: Jamie Striegel  
Residing at: 118 W. Williams, Ennis MT  
My Commission Expires: June 26, 2028

Amended Declaration of Protective Covenants  
Restrictions for Twin Knobs Subdivision

as of 10/21/2024 - us  
pg 4

## EXHIBIT A

### Owners:

Lake Shore Lodge, Inc.  
c/o William B. Thompson, Jr.  
414 S. 8<sup>th</sup> Avenue  
Bozeman, MT 59715

Lots 2, 4, 5, 6, 7, and 8 of the Final Plat of Twin Knobs Planned Unit Development, Madison County, Montana, according to the official final plat filed in Book 4 of Plats, page 574, records of Madison County, Montana.

Cindy Seltzer  
11 Twin Knob Lane  
P.O. Box 140  
McAllister, MT 59740

Lot 3 of the Final Plat of Twin Knobs Planned United Development, Madison County, Montana, according to the official final plat thereof, filed in Book 4 of Plats, page 574, records of Madison County, Montana.

pm  
pm

**TWIN KNOB RANCHES**

**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS TWIN KNOBS SUBDIVISION, AKA TRACT 2 (REMAINDER), SEVEN TRACTS OF LAND LOCATED IN THE WEST ½ OF SECTION 16, T4S, R1W, P.M.M. MADISON COUNTY, MONTANA**

In the spirit of being good neighbors and stewards of the land the following covenants are set to preserve the agricultural atmosphere of the property protected commiserate with the Madison Valley. The Declarants are the present owners in fee simple of Twin Knobs Subdivision, aka Tract 2 (Remainder), seven tracts of land located in the West ½ of Section 16, T4S, R1W, P.M.M. Madison County, Montana. These Protective Covenants and Restrictions shall attach to and run with the land and shall constitute an equitable servitude upon the real property and every part of it, including all titles, interest and estates as may be held, conveyed, owned, claimed, devised, encumbered, used, occupied and improved. These Protective Covenants and Restrictions are declared for the benefit of the entire property and every part of it and for the benefit of each owner. They shall constitute benefits and burdens to Declarants and to all persons or entities hereafter acquiring any interest in the property.

**SUBJECT TO PROTECTIVE COVENANTS**

1). Said property shall be used for residential and limited agricultural use (grazing and crop production purposes only) with minimum 2000 SF minimum to 6,500 SF maximum homes to be built in keeping with mountain/ranch/farm style architecture. Exterior colors are to be natural earth colors. Exterior plans (4 elevations) are to be submitted to original developer 30 days prior to beginning construction which includes materials to be used, color samples, roof materials and color. Only one single family dwelling unit plus a guest house shall be allowed per lot plus the outbuildings used for normal residential purposes. NO lots shall be used for any

commercial or business purpose except for an office or studio fully contained within the single family residence. The current developer retains the right to all architectural approval until all lots are sold and then the homeowner's association shall retain approval control by 75% vote. All building is to be within a 3 acre building envelop as designated by stake and plat. Any road damage caused by construction is the sole responsibility of the homeowner to repair. All building sites shall be kept clean and free of debris.

2. ) THIS IS A PLAT COVENANT AND MAY ONLY BE CHANGED WITH APPROVAL OF MADISON COUNTY COMMISSIONERS: Wild life friendly fencing (please check with Fish, Wildlife, and Parks for suggestions – Fish, Wildlife and Parks suggests the following for Pronghorn Antelope passage: 45" maximum height for top strand and 18" minimum height for bottom strand, which should be smooth), commensurate with Montana standards, shall be allowed on the perimeter of the 3 acre building envelope keeping hay fields and all other agriculturally productive property open. Lots 5, 6, and 8 fencing may not interfere with irrigation of hayfields. Temporary fencing is allowed for grazing and for fire prevention. Overgrazing and denuding the land will not be allowed and a suggested minimum height for grass of 3" must be maintained. This may be modified by a 75% vote of the owner's of the properties once the last lot has been sold with Madison County Commissioner's approval.

3.) There shall be no further subdivision of property allowed

4.) All properties herein shall be subject to a general twenty (20) foot utility easement centered on lot lines and adjacent to exterior subdivision boundaries.

All roads easements shall be sixty (60') feet in width and shall be for the use of emergency personnel or property owners only, for ingress, egress and utility location.

5.) All such owners shall agree to cooperate with the improvements and

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maintenance of the main access roads, water rights, irrigation equipment and pipelines, and hay ground. Road maintenance and water user's associations shall be formed.

6). When all of said property has been conveyed by the Declarants to other owners, then additional uses or modification as voted upon by 75% of the successive property owners may be allowed.

7). No Structure may obstruct the views of any owner in the development.

8). No manufactured, mobile or modular homes shall be allowed.

9). All electrical lines, utilities ( including but not limited to propane tanks) shall be placed underground.

10). Residential construction should be of acceptable materials and kept in appropriate manner.

11). No pigs or other obnoxious animals will be allowed.

12). Horse ownership, donkeys, llamas, etc. shall be limited to one animal per 10 acres.

13). Outside lighting shall be subdued and shall not be turned toward any other resident.

No dusk to dawn lighting will be allowed. All exterior lighting shall be switchable.

14). Pursuant to Madison County Weed Board regulations based on Montana Statutes 7-22-2116, it is unlawful to permit noxious weed to propagate. Landowner's must adhere to all rules and control all noxious weeds on their property and maintain defensible space around all buildings, 30' to 100', as per suggestion in Code of the West booklet .

15.) Access to BLM and State lands is granted to all Twin Knob Ranch owners. It is a privilege and no access by motorized (gas or otherwise) vehicles is allowed. It is a 20' walking and horseback access only and is located on the west side of parcel #2.

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16.) Hunting, with an appropriate Montana license, is allowed as per Montana state statutes on the BLM and State lands. No discharge of firearms, other than small caliber firearms, to be used for varmint control, is allowed within the subdivision. All reasonable safety precautions for firearms shall be exercised and no minors shall be allowed firearms without adult supervision and must have a hunting course certificate as Montana law allows.

17.) The developers, and later the homeowner's association, may allow grazing on the open space pastures to help with fire protection. Overgrazing and denuding the land will not be allowed and a suggested minimum height of 3" must be maintained.

18.) All owners shall comply with the water user's agreement and road use agreement on file at Madison County Courthouse and attached hereto. All water rights are to be held in trust by the developer until all lots are sold and then shall transferred to the home owner's or water user's association.

19.) A Homeowner's Association shall be formed after the sale of the last lot and shall take on all responsibilities pertaining to the well being of the properties of the subdivision.

### **ENFORCEMENT**

The provisions of these protective covenants may be enforced by individual owners, or the Declarants.

### **RIGHT OF ACCESS**

A right of access shall be reserved and be immediate for making of emergency repairs in improvements on lots within subject property. These repairs may be needed to prevent property damage, personal injury, or continued property damage.

### **ACTION**

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In the event of violation or threatened violation of any of these covenants, legal proceedings may be brought in a Court of Law or equity for injunctive relief and damages. In addition, an owner, or Declarants may serve notice in writing on the person or entity violating these covenants which notice shall specify the offense, identifying the location and demand compliance with the terms and conditions of these covenants. Such notice shall be personally served. In the event personal service can not be obtained after reasonable efforts, notice shall be posted at a conspicuous place on the property in question and a copy of the notice shall be mailed by certified mail, return receipt requested, to the last known address of the party or entity.

No owner, nor the Declarants 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 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.

#### **PERPETUITY**

These Covenants shall continue in full force and effect and shall run with land as legal and equitable servitude in perpetuity unless amended.

#### **AMENDMENT**

These Covenants shall remain in effect until amended or terminated as set forth in this paragraph. The Covenants or any portion thereof, may be amended, terminated or supplemented at any time after all subject property is sold, by execution of a written document containing the terms of the amendment, supplement or termination of any of the Covenants, duly acknowledge by a Notary Public, and recorded with the office of the

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Madison County Clerk and Recorder, executed by at least 75% of the land owners of the property.

a. These restrictive Covenants shall perpetually remain in full force and effect unless amended, terminated, or modified in the manner herein set forth. Each property shall have one (1) vote in modification or amendment of the covenants.

b. Enforcement of these Covenants shall be by proceedings either at law or in equity against any person or persons violating or attempting to violate these Covenants; and the legal proceedings may be either to enjoin or restrain violation of the Covenants or to recover damages or both. In the event of action to enforce these Covenants, the prevailing party shall be entitled to costs and reasonable attorney's fees to be set by the Court. Any land owner, an Association, or Declarants, or its assigns, may enforce these Covenants.

c. The failure by the Declarants or their assigns or the association of any subsequent lot owner to enforce any Covenants or Restrictions contained herein shall in no event be deemed a waiver or in any way prejudice the right to enforce the Covenant at any time against any person breaking the Covenant or any other Covenant breached thereafter or to collect damages for any subsequent breach of Covenants.

d. Invalidity of any one of these Covenants by judgment or Court order shall in no way affect any of the other Covenants or provisions, all of which shall remain in full force and effect.

e. All of the above described real property and lots shall be subject to the restrictions and Covenants set forth whether or not there is a reference to the same in a

value upon any lot or portion of the real property or any improvements thereon.

However, the said Restrictions and Covenants shall be binding upon and inure to the benefit of any subsequent owner whose title thereon was acquired by foreclosure, trustee sale or otherwise.

IN WITNESS WHEREOF, this instrument has been executed this 22<sup>nd</sup> day of Jan., 2008

Thomas E. Franklin Jr.

STATE OF ~~MONTANA~~ TEXAS )  
COUNTY OF BEXAR )  
:SS

On this 22<sup>nd</sup> day of January, 2008 before me, the undersigned officer, personally appeared Thomas E. Franklin Jr., known to me to be the persons described in and who executed the foregoing instrument as Managers and Members of Twin Knob, and acknowledge to me that they executed the same as such officer, in the name of and for and on behalf of

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



Margaret S. Forbes  
Notary public for the State of Montana ~~TEXAS~~  
Residing at: Bexar County  
My Commission Expires: 10-28-09

IN WITNESS WHEREOF, this instrument has been executed this 14<sup>th</sup> day of January, ~~2005~~ 2008

[Signature]

Minnesota  
STATE OF ~~MONTANA~~ )  
:ss  
COUNTY OF St. Louis )

On this 14<sup>th</sup> day of January, ~~2005~~ 2008 before me, the undersigned officer, personally appeared Janey Delahunty known to me to be the persons described in and who executed the foregoing instrument as Managers and Members of Twin Knobs and acknowledge to me that they executed the same as such officer, in the name of and for and on behalf of

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



Aaron Michael Rigelman  
Notary public for the State of ~~Montana~~ Minnesota  
Residing at: 1331 W. Arrowhead Rd.  
My Commission Expires: 01/31/2012

**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR SECTION 21 AND THE WEST ½ OF SECTION 16, T4S, R1W, P.M.M.  
MADISON COUNTY, MONTANA**

American Land Title Company  
15 Geyser Street / P.O. Box 1248  
Emmetsburg, Montana 59729-1248  
Order No. *2-5601*

The Declarants are the present owners in fee simple of Section 21 and the West ½ of Section 16, T4S, R1W, P.M.M. Madison County, Montana. These Protective Covenants and Restrictions shall attach to and run with the land and shall constitute an equitable servitude upon the real property and every part of it, including all titles, interest and estates as may be held, conveyed, owned, claimed, devised, encumbered, used, occupied and improved. These Protective Covenants and Restrictions are declared for the benefit of the entire property and every part of it and for the benefit of each owner. They shall constitute benefits and burdens to Declarants and to all persons or entities hereafter acquiring any interest in the property.

**SUBJECT TO PROTECTIVE COVENANTS**

1. Said property shall be used for residential and limited agricultural use (grazing and crop production purposes only).
2. All properties herein shall be subject to a general twenty (20) foot utility easement on either side of boundary lines, present and future, and along all platted roads. All roads easements shall be sixty (60) feet in width and shall be for the use of property owners only.
3. All such owners shall agree to cooperate with the improvements and maintenance of the main access roads and each owner shall share equally in this expense.
4. When all of said property has been conveyed by the Declarants to other owners, then uses as voted upon by 65% of the successive property owners may be allowed.
5. Each 160 acre tract may not be subdivided into more than four (4) tracts.

6. No manufactured, mobile or modular homes shall be allowed.
7. All electrical lines shall be placed underground.

### **ENFORCEMENT**

The provisions of these protective covenants may be enforced by individual owners, or the Declarants.

### **RIGHT OF ACCESS**

A right of access shall be reserved and be immediate for making of emergency repairs in improvements on lots within subject property. These repairs may be needed to prevent property damage, personal injury, or continued property damage.

### **ACTION**

In the event of violation or threatened violation of any of these covenants, legal proceedings may be brought in a Court of Law or equity for injunctive relief and damages. In addition, an owner, or Declarants may serve notice in writing on the person or entity violating these covenants which notice shall specify the offense, identifying the location and demand compliance with the terms and conditions of these covenants. Such notice shall be personally served. In the event personal service can not be obtained after reasonable efforts, notice shall be posted at a conspicuous place on the property in question and a copy of the notice shall be mailed by certified mail, return receipt requested, to the last known address of the party or entity.

No owner, nor the Declarants 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 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.

### **PERPETUITY**

These Covenants shall continue in full force and effect and shall run with land as legal and equitable servitude in perpetuity unless amended.

### **AMENDMENT**

These Covenants shall remain in effect until amended or terminated as set forth in this paragraph. The Covenants or any portion thereof, may be amended, terminated or supplemented at any time after all subject property is sold, by execution of a written document containing the terms of the amendment, supplement or termination of any of the Covenants, duly acknowledge by a Notary Public, and recorded with the office of the Madison County Clerk and Recorder, executed by at least 80% of the land owners of the property.

- a. These restrictive Covenants shall perpetually remain in full force and effect unless amended, terminated, or modified in the manner herein set forth. Each owner shall have one (1) vote.
- b. Enforcement of these Covenants shall be by proceedings either at law or in equity against any person or persons violating or attempting to violate these Covenants; and the legal proceedings may be either to enjoin or restrain violation of the Covenants or to recover damages or both. In the event of action to enforce these Covenants, the prevailing party shall be entitled to costs and reasonable attorney's fees to be set by the Court. Any lot owner, an Association, or Declarants, or its assigns, may enforce these Covenants.
- c. The failure by the Declarants or their assigns or the association of any



subsequent lot owner to enforce any Covenants or Restrictions contained herein shall in no event be deemed a waiver or in any way prejudice the right to enforce the Covenant at any time against any person breaking the Covenant or any other Covenant breached thereafter or to collect damages for any subsequent breach of Covenants.

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

e.      All of the above described real property and lots shall be subject to the restrictions and Covenants set forth whether or not there is a reference to the same in a deed or conveyance.

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

IN WITNESS WHEREOF, this instrument has been executed this 18th day of February, 2005

Early Springs, LLC  
~~Early Spring, LLC~~  
 a Montana limited liability company

David C. Klatt  
 DAVID C. KLATT, Member

Cornelia W. Klatt  
 CORNELIA W. KLATT, Member

William L. Kidd  
 WILLIAM L. KIDD, Member

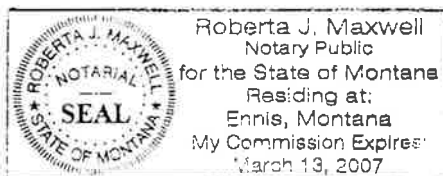
Judy R. Kidd  
 JUDY R. KIDD, Member

STATE OF MONTANA     )  
   :SS  
 COUNTY OF Missoula

On this 18 day of February, 2005 before me, the undersigned officer, personally appeared DAVID C. KLATT, CORNELIA W. KLATT, WILLIAM L. KIDD AND JUDY R. KIDD, known to me to be the persons described in and who executed the foregoing instrument as Managers and Members of Early Springs, LLC, and acknowledge to me that they executed the same as such officer, in the name of and for and on behalf of Early Springs, LLC for the purposes therein contained.

\*Early Springs, LLC

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



Roberta J. Maxwell  
 Notary public for the State of Montana  
 Residing at: Ennis  
 My Commission Expires: March 13, 2007