

RETURN TO: John R Clark
Madison River Rch Assoc., Inc.
7456 S Brook Forest Rd
Evergreen, CO 80439

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STATE OF MONTANA MADISON COUNTY
RECORDED: 05/21/2009 10:00 KOI: AMENDMENT
Peggy Kaatz CLERK AND RECORDER
FEE: \$91.00 BY *J. B. Atkins, Deputy*
TO: MADISON RIVER RCH 7456 S BROOK FOREST RD, EVERGREEN CO

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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MADISON RIVER RANCH**

This Amended and Restated Declaration is made this 1st day of May 2009, by Madison River RCH Association, Inc., a Montana Nonprofit Corporation.

COVENANTS

Recitals

- A. The property described on attached Exhibit "A" (the "Property") has been made subject to the terms and provisions to that certain Declaration of COVENANTS, Conditions and Restrictions dated October 31, 1988 and executed by Declarant (the "original Declaration").
- B. The Declaration provides that it may be amended with the consent of the persons owning a majority of the Tracts comprising the property.
- C. Declarant owns a majority of the Tracts and desires to amend and restate the Declaration in its entirety, as set forth herein.

IN WITNESS WHEREOF, Declarant hereby amends and restates the Original Declaration in its entirety, and adopts all of the following covenants, conditions and restrictions:

ARTICLE I

Purpose of COVENANTS

1.1 Purpose. It is the intention of Declarant, expressed by its execution of this instrument, that the property within Madison River RCH be developed and maintained as a highly desirable limited seasonal recreational area. It is the purpose of these covenants that the present natural beauty, view and surroundings of Madison River RCH shall be always protected insofar as it is possible in connection with the uses and structures permitted by this instrument. Declarant hereby declares that the Property and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied, improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of ownership referred to herein and are further declared to be for the benefit of the Property and every part thereof and for the benefit of each owner thereof. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes as the case may be, and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter owning any interest in the Property.

ARTICLE II

Definition

2.1 Association. "Association" means the Madison River RCH Association, Inc., a nonprofit Montana corporation.

2.2 Bylaws. "Bylaws" mean the Bylaws of the Association, a copy of which is attached hereto as Exhibit "B", which is incorporated herein by this reference, as the same may be amended from time to time.

2.3 Common Areas. "Common Areas" mean that portion of the Property belonging to the Association, for the use and benefit of all of the Owners.

2.4 Common Easements. "Common Easements" means all roads leading from public roads and highways into the Property, and all roads and trails within the Property, as more fully described in Section 4.1 hereof, but not including driveways situated on Tracts.

2.5 Declarant. "Declarant" means Yellowstone Basin Properties, Inc., together with its successors and assigns.

2.6 Owner. "Owner" means the Owner of record, including successors and assigns, of any Tract of land comprising a portion of the Property. The term "Owner" shall also mean and include purchasers of any Tract under a contract for deed or similar instrument. "Owner" shall not include those having an interest in the Property merely as security for the performance of an obligation, nor shall such term include lessees.

2.7 Property. "Property" means that certain real property located in Madison County, Montana, described in Exhibit "A" attached hereto and any additional property which Declarant makes subject to this Declaration in the future. The Property is sometimes referred to herein as the "Madison River RCH."

2.8 Tract. "Tract" means each lot or tract of land shown on any recorded subdivision map of Madison River RCH and any additional Tracts which may become annexed to, and made a part of, the Property, including any "New Tracts" created pursuant to the provisions of Section 6.9 below.

ARTICLE III

Madison River RCH Association Inc.

3.1 General Purposes and Powers. Madison River RCH Association, Inc., has been formed as a nonprofit corporation to maintain and repair the Common Easements and Common Areas, perform functions as provided in this Declaration and to further the common interests of all owners of property which may be subject, in whole or in part, to any or all of the provisions, covenants, conditions and restrictions contained in this Declaration. The Association shall be obligated to and shall assume and perform all functions and obligations imposed on it or contemplated for it under this Declaration and any similar functions or obligations imposed on it or contemplated for it under any Supplemental or Amended Declaration or the Bylaws with respect to any Property now or hereafter subject to this Declaration. The Association shall have all powers necessary or desirable to effectuate these purposes.

3.2 Membership in the Association. All persons who own any of the Tracts in the Madison River RCH by whatever means acquired shall automatically become members of the Association, in accordance with the Bylaws of the Association.

ARTICLE IV

Common Areas and Easements

4.1 Access Roads and Trails. Declarant hereby creates, grants, and conveys to the Association and each Owner the following perpetual Common Easements:

(a) An easement for general ingress and egress to each Tract and to all Common Areas by means of all roads, trails, and easements leading from public roads and highways into the Property and all roads, trails, and easements within the Property; which interior roads, trails, and easements appear or will appear on duly filed Certificates of Survey describing the Tracts and the Property, or any portion hereof.

(b) A general utility easement, to serve the Owners and the Association only for electricity, gas, sewer, communications, telephone, water and all other utility equipment and facilities. This easement is created and granted over a 30 foot wide parcel immediately adjacent to, and running along, each property line for each Tract (i.e., a 60 foot wide easement having the boundary lines of each Tract as its center line). This easement for utilities is also created and granted over the property extending 30 feet along each side, and immediately adjacent to, the boundaries of each road and trail easement described in subparagraph (a), above. All utilities, except for extensions from the utility easements to dwellings and buildings constructed on Tracts must be constructed and maintained within these easements. Included in these easement rights is the right to enter upon and excavate these easements for the purpose of installing, repairing, replacing, removing and otherwise servicing the lines, pipes, equipment and other facilities installed in such easements.

With respect to each Owner, the above-described easements shall be appurtenant to, and create a burden and encumbrance upon, each Tract within the Property for the benefit of each Owner, so long as he or she owns a Tract.

All property owners are responsible for keeping the gate combination secure and providing it to their individual contractors. Any damage that occurs to a ranch gate or cattle guard resulting from contractors hired on behalf of an individual property owner are the sole responsibility of the property owner involved for repair or replacement at the discretion of the board of directors.

No property owner may give permission to allow transit across the ranch or to access the national forest or adjoining lands to any outside person or entity other than their personal accompanied guests without the express written permission of the governing body of the Madison River RCH Association, Inc.

4.2 Common Areas. The Common Areas of the Property shall consist of approximately 55 acres of property along the Madison River which shall be used as a park, for open space, to provide common access to the Madison River for fishing and other recreational activities and for such other purposes as the Association shall determine. No improvements shall be constructed in or upon the Common Area, other than those improvements that the Association, acting through its members, determines to be appropriate and beneficial to the Owners except in a development zone per survey defined in Exhibit C. Any such action to create improvements upon the Common Area outside of the defined development zone shall require a vote of 85% of those Association members entitled to vote on such issue. Any maintenance of such improvements shall be conducted as in the case of all other Association business, unless another percentage is required by the vote authorizing such improvements. Declarant does not intend to construct any improvements on this Common Area, but the Association may make such improvements as it determines to be appropriate and beneficial to the Owners. The Common Area shall be transferred to the Association prior to or coincident with the first conveyance of a Tract by the Declarant. The Common Areas shall also include the Common Easements described in Section 4.1, and all such other real and personal property owned from time to time by the Association for the use and benefit of the Owners.

4.3 Obstructions on Common Easements. No gates or obstructions shall be placed upon or block any access road or other road or trail within the Property unless such road or trail terminates on an Owner's Tract, and then only if such gate or obstruction does not impair access to any other Tract or Common Area. However, an Owner may place, at Owner's expense, a cattle guard in the Common Easement, if the cattle guard is constructed to county regulatory

specifications, has a concrete block or concrete foundation and a gate on one side of the cattle guard for livestock, horses, or by persons using the road. An Owner may only install a cattle guard in a road or trail at a place where such road or trail passes through such Owner's Tract.

4.4 Maintenance of Common Easements and Common Areas. The Association, acting by and through its Board of Directors and Members, will be responsible for the maintenance of the Common Areas and Common Easements. The Property is developed as a limited seasonal recreational subdivision, and Owners will not have access by automobile to each Tract on a year-round basis. Neither the Declarant nor the Association shall have any duty or obligation to remove snow or mud from roads or trails in the Property.

4.5 Firearms. Use of firearms is not permitted on the Commons Area. Firearms may not be fired from adjacent property into the Commons Area.

4.6 Motorized Vehicles. Motorized vehicle usage within the ranch Commons area, including ATVs and motorcycles, are restricted to roads and the designated parking area which is adjacent to the road.

4.7 Overnight Guests. Overnight guests should camp on property owner's land, not in the Commons Area.

4.8 Parking Area. All vehicles parking within the Common Area are required to display proper Madison River Ranch parking credentials. Owners must provide parking credentials to their guests. Parking credentials shall not be used or loaned out by property owners for any commercial purposes such as guides or outfitters.

ARTICLE V

Grazing Rights

5.1 Association Grazing. The Association shall have the right to lease out the grazing rights to all unfenced Tracts upon such terms and conditions as the Board of Directors and Association shall determine. Proceeds of all grazing leases will be paid to the Association for use in maintaining the Common Areas, Common Easements and other purposes of the Association.

5.2 Fences. Declarant and the Tract Owners shall not be required to participate in or pay for the construction of partition fences between Tracts. Any Tract Owner who wishes to fence his land must bear the expense of fencing unless he can get his neighbor(s) to voluntarily participate in the construction or financing of the fence.

5.3 Fence Out Livestock. No Owner may bring an action for trespass of livestock unless that Owner has a lawful and maintained fence around the perimeters of such Owner's Tract.

5.4 Grazing Rights. Leasing of cattle grazing rights is permanently eliminated on all unfenced tracks.

ARTICLE VI

General Restrictions on All Property

6.1 Owner's Livestock and Domestic Pets. Any livestock kept by an Owner must be fenced within the boundaries of the Owner's Tract. Each tract shall be subject to a limitation of one (1) large animal per five (5) acres. Large animals shall be defined by example, but not by limitation, as horses, cattle, llamas, sheep, goats or other livestock to be determined. Domestic pets shall

not exceed five (5) per tract. No Tract Owner may operate a hog farm or livestock feed lot on any Tract. Corrals, a barn and livestock facilities near the Owner's personal residence are allowed.

6.2 Zoning Regulations. No lands within the Subdivision shall ever be occupied or used by or for any Building or purpose or in any manner which is contrary to the zoning regulations applicable thereto and validly in force from time to time.

6.3 No Mining, Drilling or Quarrying. No mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock and earth shall ever be permitted on the surface of any Tract. Notwithstanding the foregoing, Owners may drill one or more water wells on their Tract for the purpose of providing water to the improvements constructed on the Tract for drinking, home and landscaping use.

6.4 Business Uses. The Tracts shall be used primarily for single-family residential purposes. No more than two (2) single-family residences may be constructed on any Tract. Each residence may also have an appurtenant noncommercial guesthouse. Noncommercial garages, small sheds, corrals, barns and horse facilities are also permitted on the Property. No Tracts within the Property shall ever be occupied or used for any commercial or business purposes, except for an office or studio contained within the Owner's residence, as long as such office or studio does not entail regular visits by members of the public. However, nothing in this Paragraph 6.4 shall be deemed to prevent: (a) Declarant or its duly authorized agent from using any Tract owned by Declarant as a sales office, sales model, property management office or rental office; or (b) any Owner or his duly authorized agent from renting or leasing any residential building for residential uses from time to time, subject to all of the provisions of this Declaration.

6.5 Restrictions on Signs. With the exception of a sign no larger than nine square feet identifying the architect and a sign of similar dimension identifying the prime contractor to be displayed only during the course of construction and a sign no larger than nine square feet for the owner to advertise his home or Tract for sale, no signs or advertising devices, including but without limitation, commercial, political, informational or directional signs or devices, shall be erected or maintained on any of the Property, except signs approved in writing by the Board of Directors of the Association as to size, materials, color and location: (a) as necessary to identify ownership of the Tract and its address; (b) as necessary to give directions; (c) to advise of rules and regulations; (d) to caution or warn of danger; and (e) as may be required by law.

6.6 Water and Sewer. A Tract Owner assumes the responsibility of supplying and developing the water and sewage facilities for his Tract. Wells, water systems and septic systems must be drilled, installed and maintained at all times in accordance with the applicable rules and regulations of public agencies having regulatory authority over such facilities.

6.7 Buried Utility Lines. Unless written approval of the Association is obtained, in advance, all lines for electricity, gas, sewer, communications, telephone and other utilities within the Property must be buried. Installation, maintenance and repair of such utility lines shall be the responsibility and expense of the property owner. All owners shall have the right to enter upon and excavate in easement areas bordering their property for the purpose of installing, repairing, replacing, removing and otherwise servicing utilities installed in such easements and must agree to promptly repair back to a natural state damages that result from such work.

6.8 Refuse and Junk Prohibited. Owners shall not dump refuse or garbage on any Tract, nor shall Owners build, maintain, operate or construct, or in any way cause or permit to be placed within one hundred feet of the boundary line of a Tract, any structure, facility or condition that will cause the accumulation or existence of animal waste, junk, or a condition causing noxious or offensive odors.

6.9 Subdivision or Partition. Prior to January 1, 1993, no Tract may be further subdivided or partitioned. From and after January 1, 1993 each Owner, other than Declarant, may subdivide his Tract into two (2) smaller Tracts, so long as each subdivided Tract is comprised of at least 10.00 acres (in order to preserve the undeveloped and natural character of the Madison River RCH). Each Tract may be subdivided only once, and following such subdivision may not be further

subdivided or partitioned. Each Owner electing to subdivide his Tract shall comply with all state and local statutes, ordinances, rules and regulations applicable to such subdivision. Neither the Declarant, the Association, nor any other Owner shall be compelled to join in the execution of a Certificate of Survey or other instrument relating to the subdivision of any Tract. Any Owner who subdivides his Tract shall notify the Association at the time the newly created Tract ("New Tract") is conveyed to a new Owner. From and after the date of such conveyance, or the date on which a contract for deed or similar instrument is entered into for any New Tract, the Owner (and all subsequent Owners) of the New Tract shall for all purposes be considered an Owner hereunder, subject to all of the terms and provisions of this Declaration, the Bylaws of the Association and all rules and regulations promulgated by the Association. Without limiting the generality of the foregoing, each New Tract shall be subject to assessments as provided herein, at the same assessment rate as all other Tracts. The Owner of a New Tract shall be a Member of the Association, with the same voting and other appurtenant rights of other Owners. The rights and obligations of the Owner of the New Tract shall not in any way diminish the rights or obligations of the Owner of the Tract from which such New Tract was created, and such Owner shall continue to have the same voting rights, assessment obligations, and other rights and obligations hereunder as if the New Tract had never been created. No Tract may be severed from its interest in the Common Areas, nor may any Tract be transferred without, or separate from, its appurtenant interest in the Common Areas. No Owner's interest in the Common Areas may be transferred without, or separate from, the Tract to which such interest is appurtenant.

As of January 1, 1998, it shall no longer be possible to subdivide a property into smaller lots. Negotiations to survey and/or sell properties that can be demonstrated to exist prior to September 1, 1997, shall be exempt from this amendment provided evidence of a legal survey is shown to exist prior to that date. The purpose of this amendment is to preserve and to further insure the undeveloped and natural character of the Madison River RCH.

6.10 Completion of Construction. Construction of any building or other structure on a Tract must be completed within eighteen (18) months from the date of start of construction, or it will be considered a nuisance, and may be removed or otherwise abated by the Association, at the sole cost and expense of the Owner of the Tract on which such building or other structure is situated.

6.11 Timber. Timber growing on a Tract may be used by an Owner for the Owner's personal firewood, or for fencing materials on the Tract. Growing timber shall not be cut for any commercial purpose or for sale or use off the Tract without the prior written consent of the Association.

6.12 Design of Homes. Homes, garages and outbuildings constructed on the Property shall have an exterior color in earth or wood tones. Shades of brown, green, rust and gray are approved. Metal roofs are prohibited unless in earth or wood tones. Shades of white, blue, orange, yellow, red, gold and silver are prohibited.

All buildings must be in compliance with Madison County building codes. Outbuildings should match and compliment the residence in terms of appearance and materials and be of general quality consistent with the main residence. Residences are required to be on permanent foundations. Acceptable exterior building materials are defined as rock, stone, log, log or wood siding or other materials approved on a case by case basis by the board of directors. Modular, manufactured, doublewide or factory built buildings or homes are not permitted.

6.13 Mobile Homes Prohibited, Exceptions. Mobile homes or trailer houses may not be placed on any Tract. A Tract Owner may park or live in a self contained recreational vehicle on any Tract for up to one hundred twenty (120) days during any calendar year or during a period not exceeding eighteen (18) months while the Tract owner is constructing a residence on the Tract.

6.14 Maintenance of Property. Each Owner shall maintain his Tract in good repair and appearance at all times. All landscaping, all property and all improvements on any Tract shall be kept and maintained by the owner thereof in clean, safe, attractive, thriving and sightly condition and in good repair. Garbage and storage of pet or livestock feed must be in a secured location to prevent wildlife encounters. Tract Owners are responsible for the control of noxious weeds on their individual tracts. Construction site should be maintained in a clean, neat and orderly fashion.

Property Owners are responsible for insuring that all burning of construction refuse by their contractors are in compliance with Section 6.20 Open Fires.

6.15 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done or placed on any portion of the Property which is or may become a nuisance to others.

6.16 No Hazardous Activities. No activities shall be conducted on any portion of the Property and no improvements may be constructed on any portion of the Property which are or might be unsafe or hazardous to any person or property.

6.17 No Annoying Lights, Sounds or Odors. No light shall be emitted from any Tract or other portion of the Property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Tract or other portion of the Property which is unreasonably loud or annoying including but without limitation, speakers, horns, whistles, bells or other sound devices; and no odors shall be permitted from any Tract or other portion of the Property which are noxious or offensive to others.

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

6.19 No Hunting on Ranch. All hunting on Madison River RCH property is prohibited.

6.20 Open Fires. All lot owners shall recognize that the property is a wildfire hazard and no open fires shall be permitted, unless owners have a forest service approved or better fire containment ring that is approved by the board of directors and running water is available to extinguish the fire and coals. No burning of trash, brush or construction refuse is permitted without a specific burn permit issued by the County and no fires are permitted within 200 feet of surrounding timber.

6.21 No Fireworks. All lot owners shall recognize that the property is a wildfire hazard and no fireworks shall be permitted.

6.22 Radio towers and satellite dishes. No radio transmission or broadcast towers are permitted. Satellite dishes shall be installed in a manner compatible with surrounding structures and environment.

6.23 Wind Powered Generators. Wind powered turbine generators are prohibited on Madison River Ranch. (Wind powered generators in existence prior to June 28, 2008 are exempt.)

ARTICLE VII

Covenant for Assessments

7.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a real estate contract or deed for a Tract, whether or not it shall be so expressed in any such contract or deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges; (2) special or extraordinary assessments for capital improvements, emergencies and other purposes, such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) other expenses incurred by the Association. All such assessments and expenses, together with such interest thereon and costs of collection, as hereinafter provided, shall be a charge on the Tract and shall be a continuing lien upon the Tract against which each such assessment or charge is made. Each such assessment or charge together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Tract at the time when the

assessment or charge fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them and approved by the Association. Otherwise, the lien for unpaid assessments or other charges with respect to any particular Tract shall automatically terminate upon any transfer of such Tract, whether by operation of law (e.g., foreclosure), deed in lieu of foreclosure or voluntary sale or gift. Nevertheless, the transfer or foreclosure of a Tract shall not relieve the transferor of any liability for unpaid assessments which were due prior to such transfer.

7.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, security and welfare of the members of the Association and, in particular, for the improvement and maintenance of the Common Areas, Common Easements and other properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Owners.

7.3 Regular Assessments. The amount and time of payment of regular assessments shall be determined by the Board of Directors of the Association pursuant to the Bylaws of the Association; provided, however, the Board of Directors shall not impose a regular annual assessment for a Tract which is more than 20 percent (20) greater than the regular assessment for such Tract the immediately preceding fiscal year without the vote or written assent of a majority of the voting power of the Association residing in members other than Declarant. Written notice of the amount of all assessments, regular or special, shall be sent to every Owner, and the due date for the payment of same shall be set forth in said notice.

7.4 Special Assessments for Capital Improvements. In addition to the regular assessments, the Association may levy in any fiscal year, special assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Area, or other purpose beneficial to the Owners. However, any special assessment which exceeds, in the aggregate, 5 of the budgeted gross expenses of the Association for that fiscal year must be approved by the vote or written assent of the Owners, constituting a quorum, casting a majority of the votes at a meeting of the Association. The provisions hereof with respect to special assessments do not apply in the case where the special assessment against an Owner member is a remedy utilized by the Board of Directors of the Association to reimburse the Association for costs incurred in bringing an Owner or his Tract into compliance with the provision of this Declaration.

7.5 Extraordinary or Emergency Assessments. Notwithstanding any other provision contained in this Article VIII, the Board of Directors of the Association may increase assessments in the event of emergency situations. For purposes of this section, an emergency situation is any one of the following:

- (a) An extraordinary expense required by an order of a court to be paid;
- (b) An extraordinary expense necessary to repair or maintain the Property or any part of it for which the Association is responsible where a threat to personal safety on the Property is discovered; or
- (c) An extraordinary expense necessary to repair or maintain the Property or any part of it for which the Association is responsible that could not have been reasonably foreseen by the Board of Directors in preparing and distributing the pro forma operating budget. However, prior to the imposition or collection of an assessment under this Section, the Board of Directors shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the Owners with the notice of assessment.

7.6 Uniform Rate of Assessment. Except as otherwise provided herein, both regular and special assessments shall be fixed at a uniform rate for each Tract, and may be collected on a monthly, quarterly or annual basis as determined by the Board of Directors of the Association.

Each Owner's Assessment shall be calculated by multiplying the assessment rate by the number of Tracts owned by such owner. Declarant or its successor in interest, is an owner subject to the payment of regular and special assessments against the Tracts which it owns.

7.7 Date of Commencement of Regular Assessments and Fixing Thereof. The regular assessments provided for herein shall, if required, commence as to all Tracts on the first day of the month following the closing of the first Tract sold by Declarant.

7.8 Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for said assessments, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified Tract have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

7.9 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) All Common Areas;
- (c) All properties owned by a charitable or nonprofit organization utilized in a not for profit and charitable use and exempt from taxation by the laws of the State of Montana.

ARTICLE VIII

Non-Payment of Assessments or Charges

8.1 Delinquency. Any assessment or charge provided for in this Declaration which is not paid when due, shall be delinquent. With respect to each assessment or charge not paid within ten (10) days after its due date, the Association may, at its election, require the owner to pay a "late charge" in a sum to be determined by the Association. If any such assessment or charge is not paid within thirty (30) days after its due date, the assessment or charge shall bear interest from the due date at the rate of 18% per annum, both before and after judgment. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Section 9.2 hereof, to foreclose the lien (provided for in Section 8.1 hereof) against the Tract. In the event of any default there shall be added to the amount of such assessment or charge the late charge, the costs of preparing and filing all notices, reasonable attorneys' fees, and all other costs of enforcement and collection. Each Owner grants to in the Association or its assigns, the right and power to bring all actions at law or lien foreclosure against such Owner or other Owners for the collection of delinquent assessments or charges.

8.2 Notice of Lien. No action shall be brought to foreclose an assessment lien less than thirty (30) Days after the date of a notice of lien is deposited in the United States mail, certified or registered, addressed to the Owner of said Tract and such notice is recorded in the Madison County property records.

8.3 Foreclosure Sale. If the unpaid charges are not paid within the cure period provided for in Section 8.2 above, foreclosure of the lien against the property shall be allowed. Any such foreclosure and subsequent sale provided for shall be conducted in accordance with the laws of the State of Montana relating to liens, mortgages, or deeds of trust unless specifically varied herein. The Association, through its duly authorized agents, shall have the power to bid on the Tract at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

8.4 Curing of Default. Upon the timely curing of any default for which a notice of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a reasonable fee to be determined by the Association to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

8.5 Cumulative Remedies. The lien for unpaid assessments and the rights to foreclosure and sale there under shall be in addition to and not in substitution for, all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments and charges as above provided.

8.6 Subordination of Assessment and Charge Liens. If any Tract subject to a monetary lien created by any provision hereof shall be subject to the lien of a first mortgage or first deed of trust: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such first mortgage or deed of trust; and (2) the foreclosure of the lien of a first mortgage or deed of trust (or acceptance of a deed in lieu of foreclosure) shall extinguish the lien of assessments which were due and payable prior to such foreclosure. However, no foreclosure shall relieve the new owner, whether it be the former beneficiary of the first encumbrance of another person, for liability for any assessments thereafter becoming due, or from the lien thereof.

8.7 Other Enforcement Actions. The provisions of this Declaration or any Supplemental Amended Declaration, may be enforced by a Tract Owner, or the Association, by either an action for damages arising out of a violation, or by an action to abate a nuisance, or an action to restrain a threatened or prospective violation, or restrain a continuing violation, or any other matter permitted, by law or equity. In any action of any kind for the enforcement of the covenants, conditions and restrictions contained herein, if the relief prayed for is granted in whole or in part, the applicant for relief shall be entitled to recover all costs incurred in such action, including court costs and reasonable attorney's fees.

ARTICLE IX

General Provisions

9.1 Amendment or Revocation. At any time while any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal, executed by the owners of not less than 51% of the Tracts then subject to this Declaration, and at least a majority of the Tract owners other than Declarant except that the percentage of voting power necessary to amend a specific clause or provision of this Declaration shall not be less than the percentage of affirmative votes required for action to be taken under that clause. To Amend or Repeal Section 4.2 Common Areas, an approval of 85% of the Tract owners is required.

No such amendment or repeal shall be effective with respect to the holder or successor or assign of the holder of a mortgage or deed of trust recorded prior to recording of the instrument specifying the amendment or repeal unless such holder executed or consented in writing to the said instrument.

9.2 Annexation. If Declarant should develop additional lands adjacent or near the Property, such additional lands, or any portion thereof, may be added to and included within the jurisdiction of the Association and be made subject to this Declaration upon the vote or written assent of at least 66-2/3 of the total voting power of the Owners other than Declarant. Any annexation may be

accomplished by the recording of a Declaration of Annexation, or by recording an Amendment to this Declaration, adding the additional land.

9.3 Notices and Registration of Mailing Address. Each Owner shall register with the Association his current mailing address. Each Owner shall promptly notify the Association of any change in ownership of his Tract(s). All notices, demands and other communications to any Owner as provided for in this Declaration shall be in writing and shall be sufficient for all purposes if personally served or if sent by first-class U.S. mail, postage prepaid, addressed to the Owner at his mailing address which has been registered with the Association. All notices, demands and other communications to the Association as provided for in this Declaration shall be in writing and shall be sufficient for all purposes if personally served or if sent by first-class U.S. mail, postage prepaid, addressed to the Association at P.O. Box 3027, Bozeman, Montana 59772-3027 or to such other address as the Association may hereinafter specify to the Owners in writing. Any notice, demand or communication referred to in this Declaration shall be deemed to have been given and received when personally served or when deposited in the U.S. mail, postage prepaid, and in the form provided for in this Section, as the case may be.

9.4 Severability. Invalidity or unenforceability of any provision of this Declaration or of any Supplemental or Amended Declaration in whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of this Declaration.

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

9.6 No Waiver. Failure to enforce any provision, restriction, covenant or condition in this Declaration or in any Supplemental or Amended Declaration shall not operate as a waiver of any such provision, restriction, covenant or condition or of any other provision, restriction, covenant or condition.

9.7 NorthWestern Energy Company Negotiation. The Association, as an entity, may be used to negotiate with NorthWestern Energy to extend electricity throughout the Ranch along the roads. There will be no association moneys obligated to this endeavor and this would not obligate individual members in any way.

CERTIFICATE

The Madison River Rch Association, Inc. hereby certifies that the foregoing 12 pages are the complete amended and restated declaration of covenants, conditions and restrictions for Madison River RCH current through May 1, 2009.

Dated: 05/11, 2009

MADISON RIVER RCH ASSOCIATION, INC.

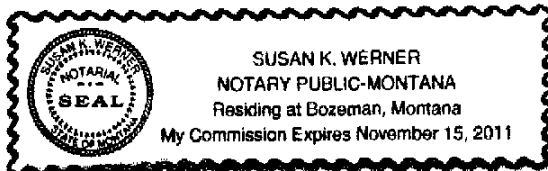
By: [Signature]

William J Hoolan, President

STATE OF MONTANA)

County of Gallatin

This instrument was acknowledged before me on 05/11, 2009 by
WILLIAM J HOOLAN as PRESIDENT of the MADISON RIVER RCH ASSOCIATION, INC.



Susan K. Werner
NOTARY PUBLIC

My commission expires November 15, 2011

This document is amending document #022067
Book 340 Pages 01 – 08

And document #023683 Book 342 Pages 127 – 142

And document #075557 Book 438 Pages 763 – 772

And document #110451 Book 548 Pages 92 – 105

And document #126225

Exhibit 'A'

**TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
MADISON RIVER RCH**

The land referred to in this Declaration is situated in the County of Madison, State of Montana, and is described as follows:

TOWNSHIP 11 SOUTH, RANGE 1 EAST, P.M.M.

Section 35: E1/2, E1/2 E1/2 SW1/4, E1/2 W1/2 E1/2 SW1/4

Section 36: W1/2, SW1/4, NE1/4, SE1/4

TOWNSHIP 11 SOUTH, RANGE 2 EAST, P.M.M.

Section 31: Lot 5, 6, 9, 10 E1/2 SW1/4

TOWNSHIP 12 SOUTH, RANGE 1 EAST, P.M.M.

Section 1: Lot 1, 2, 3, 4, S1/2 N1/2, SW1/4, SE1/4 (otherwise described as all)

Section 2: Lot 1, 2, S1/2 NE1/4, NE1/4 SE1/4, and Homestead Entry Survey No. 890, located in The NW1/4 and the NE1/4 SW1/4 of said Section 2.

Section 2,
11 and 12: Homestead Entry Survey Number 1080, located in the S1/2 of Section 2, the NE1/4 of Section 11, and the NW1/4 of Section 12, EXCLUDING from said Homestead Entry Number 1080, that part more particularly described as follows: As an initial point, beginning at the Southeast corner of said Section 2, and running thence North 89°54' West over and along the South line of said Section 2 a distance of 14.67 chains to the place of beginning of the tract herein intended to be excluded, which said place of beginning is marked "6 & CC" on the official Government Plat of Homestead Entry Survey No. 1080, approved by the U.S. Surveyor General's Office of date May 29, 1922; from the said place of beginning, running thence south 89°54' East over and along the South line of said Section 2 a distance of 417 feet to point; thence North 00°15' East a distance of 209 feet to a point; thence North 89°54' West a distance of 417 feet to point; thence South 00°15' West to a distance of 209 feet to the place of beginning as previously described in Book 202, Page 138.

Section 12: NE1/4, E1/2 NW1/4

TOWNSHIP 12 SOUTH, RANGE 2 EAST, P.M.M.

Section 6: Lot 3, 4, 5, 8, 9, SE1/4 NW1/4, E1/2, SW1/4

Section 7: Lot 2, 3, and E1/2 NW1/4

Together with all rights-of-way of record and all historical rights-of-way for ingress and egress to the above-described real property.

Together with all stock water rights connected with the above described property.