

STATE OF MONTANA
DEPARTMENT OF HEALTH AND ENVIRONMENTAL SCIENCES
CERTIFICATE OF SUBDIVISION PLAT APPROVAL
(Section 76-4-101 through 76-4-131, MCA 1979)

TO: County Clerk and Recorder
Yellowstone County
Billings, Montana

No. 56-89-L1-17
0351R
2nd Original

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as Cloverleaf Meadows Subdivision, 1st Filing remarks

Being Tract 1-A of Amended Tracts 1,2,3 & 4 of Certificate of Survey 1777 Amended situated in the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 3, T1S, R25E, PMM, Yellowstone County, Montana. 1591970

consisting of 17 parcels have been reviewed by personnel of the Water Quality Bureau, and,

THAT the documents and data required by Section 76-4-101 through 76-4-131, MCA 1979 and the rules of the Department of Health and Environmental Sciences made and promulgated pursuant thereto have been submitted and found to be in compliance therewith, and,

THAT the approval of the Plat is made with the understanding that the following conditions shall be met:

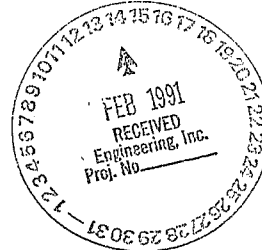
THAT the lot sizes as indicated on the Plat to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT each lot shall be used for one single-family dwelling, and,

THAT each individual water system will consist of a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 16, Chapter 16, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Health and Environmental Sciences, and,

THAT data provided indicates an acceptable water source at a depth of 50 feet, and,

THAT the level of specific conductivity in the water is 1620 micromhos, a high level which may impart an unpleasant taste to the water and implies high levels of other water constituents. Sodium or sulfate levels should be checked since they are often high when the level of specific conductivity is high, and,



THAT each individual sewage treatment system will consist of a septic tank and subsurface drainfield of such size and description as will comply with Yellowstone County Septic System Regulations and Title 16, Chapter 16, Sub-Chapters 1, 3, and 6 ARM, and,

THAT each subsurface drainfield shall have an absorption area of sufficient size to provide 130 square feet per bedroom, for lots 2 and 6 of Block 1, Lots 1 and 5 of Block 2, and Lots 2,3, & 4 of Block 3, and,

THAT each subsurface drainfield shall have an absorption area of sufficient size to provide 140 square feet per bedroom for lots 1,3, & 4 of Block 1, and Lots 3 and 4 of Block 2, and,

THAT each subsurface drainfield shall have an absorption area of sufficient size to provide 160 square feet per bedroom for Lot 5 of Block 1; Lots 2, 6 and 7 of Block 2, and Lot 1 of Block 3, and,

THAT the bottom of the drainfield shall be at least four feet above the water table, and,

THAT no sewage treatment system shall be constructed within 100 feet of the maximum highwater level of a 100 year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT water supply and sewage treatment systems will be located as shown on the approved plans, and,

THAT plans for the proposed water and individual sewage treatment systems will be reviewed and approved by the Yellowstone County Health Department before construction is started, and,

THAT the developer shall provide each purchaser of property with a copy of the Plat, approved location of water supply and sewage treatment system and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT departure from any criteria set forth in the approved plans and specifications and Title 16, Chapter 16, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Health and Environmental Sciences.

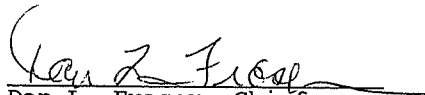
Page 3
Cloverleaf Meadows Subdivision, 1st Filing
Yellowstone County
E.S. #56-89-L1-17
2nd Original

YOU ARE REQUESTED to record this certificate by attaching it to the
Plat filed in your office as required by law.

DATED this 13th day of February, 1991.

DENNIS IVERSON
DIRECTOR

By:


Dan L. Fraser, Chief
Water Quality Bureau
Environmental Sciences Division

Owner's Name: Grand Max Investors

1521994

State Department of Health

to

Restrictions

re: Red Oak. Chonckland Meadows Sub, 1st

STATE OF MONTANA, }
 County of Yellowstone, } ss.
 This instrument was filed in my office
 this 12 day of APR 12 1991
 at 12:53 o'clock P
 MERRILL H. KLUNDT
 County Clerk & Recorder
 by Beryl R. Hubert Deputy

note

September 18, 1990
87053

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT made and entered into this 7th day of January,
1991, by and between GRAND MAX INVESTORS, hereinafter referred to as
"Subdivider", and THE COUNTY OF YELLOWSTONE, MONTANA, hereinafter referred
to as "County".

W I T N E S S E T H:

THAT WHEREAS, at a meeting held by the Yellowstone County Board of
Planning on FEB. 19, ¹⁹⁹¹ ~~1990~~, the Board approved, subject to certain
recommendations an area known as CLOVERLEAF MEADOWS SUBDIVISION, FIRST
FILING, located in Yellowstone County, Montana and recommended its approval
to the County Commissioners;

c1 1-6
k 2 17
k 3 1-4

1591993

WHEREAS, at a regular meeting held on the 24th day of March, 1989, the
County Commissioners approved, subject to certain recommendations of the
Planning Board and County Commissioners, a preliminary plat of CLOVERLEAF
MEADOWS SUBDIVISION, FIRST FILING;

WHEREAS, a Subdivision Improvements Agreement is required between the
County and Subdivider prior to approval of the final plat by the County
Commissioners.

NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration
of the mutual promises herein contained and for other good and valuable con-
sideration, do hereby agree as follows:

1. Subdivider agrees to provide all improvements included in this
agreement and as required by the County. Said improvements

shall include, but not be limited to, gravel streets with borrow ditch, survey monuments, street name signs, culverts for ditch crossings, removal of the existing fence when Grand Avenue improvements require its removal, and installation of storm water control facilities. Bluegrass Drive will be 42-feet wide with a borrow pit on both sides on the entrance section. Internal streets including Bluegrass Drive East and West, Cloverleaf Place, and Timothy Place will be 30-feet wide with borrow pits on both sides. Such improvements shall be in conformance with the County of Yellowstone and the State of Montana specifications, and shall be done by Private Contract. The improvements shall be installed as approved by the County Surveyor. Due to the possibility of this area being served by City water and sanitary sewer in the future, curb and gutter and sidewalks will not be installed at this time but will be included in the Waiver.

2. A Private Contract will be entered into within a period of six (6) months after the filing of the final plat for all improvements required herein. The Subdivider shall be responsible for the care and maintenance of all improvements until their completion and final acceptance by the County, including the fact that the construction site shall be kept free and clear of all unsightly accumulation of rubbish. The public shall be protected by the use and maintenance of sufficient and proper barricades, lights, and related construction items set forth in the Manual of Uniform Traffic Control Devices during the course of construction, and as approved by the County Surveyor's office.

3. The Subdivider agrees to guarantee all improvements for a period of one (1) year from and after the date of final acceptance by the County.
4. Water and sanitary sewer are not available in the subdivision at this time. The individual on-site water and sewage systems installed in the First Filing will be built as approved by the State of Montana Department of Health and Environmental Sciences.
5. Provisions for handling surface runoff will be accomplished by grading the entrance street to drain to the existing drainage pattern along Grand Avenue and the internal streets to drain to a retention area on-site. All street intersections culverts or valley gutters will be installed as part of the Private Contract. Individual driveway culverts or valley gutters serving each individual lot will not be installed until the houses are built. The responsibility of construction of said driveway culverts or valley gutters will be with the owner of the lot at the time of construction. This statement will be included in the Buy/Sell Agreements of all the lots. All improvements in the public right-of-way, including driveways, culverts or valley gutters, will be in accordance with plans and specifications as approved by the County Surveyor's Office.
6. Improvements to the park will not take place until all filings of the approved Master Plan are of record. As each filing is recorded and its required area of park is dedicated, the Waiver for that

filing will include park improvements and provisions for a Park Maintenance District. Before the last filing is recorded, a plan for the park improvements shall be prepared and submitted for approval by the County Park Board. The approved park improvements shall be installed by Private Contract, Rural Special Improvement District to provide on-going maintenance. The construction and maintenance costs will be spread over all of the lots on an equal cost per square foot basis.

7. The Subdivider intends to construct the required improvements on a phase basis. Phase I is shown on the Preliminary Plat. Subdivider and County agree that sales, conveyances, and building permits will be withheld on Lots 3-7, Block 2 and Lot 4, Block 3, until a Private Contract has been entered into for the required improvements adjacent to these lots.
8. The Subdivider agrees to construct temporary gravel turnarounds as indicated on the preliminary plat. Temporary easements for said gravel turnarounds will be provided by easement documents (Exhibits 1, 2, 3 and 4 attached) to be filed concurrently with the filing of the subdivision plat. The temporary gravel turnarounds and easements shall remain in place until such time as the street improvements for the remaining portions of First Filing are completed.
9. The Subdivider agrees to construct a temporary storm water retention basin upon Lot 7, Block 2, as well as upon a portion of Tract 3A of Certificate of Survey 1777 Amended. Temporary easements for

said storm water retention basin will be provided by easement documents (Exhibits 5 and 6 attached) to be filed concurrently with the filing of the subdivision plat. The temporary retention basin and easements shall remain in place until such time as a storm drain connection is made to a future trunk line in 44th Street West.

10. Subdivider agrees to create a Rural Special Improvement District for the purpose of maintaining streets, storm drainage facilities, culverts, street signs, and the irrigation ditch crossing located at the Grand Avenue and Bluegrass Drive intersection.
11. Subdivider agrees to re-align that portion of the irrigation ditch located along Grand Avenue extending approximately 50 feet either side of the centerline of Bluegrass Drive, in accordance with plans and specifications as approved by the County Surveyor's Office. Responsibility for future maintenance and safety of the re-aligned portion of the irrigation shall be that of the RSID maintenance district to be created as stated in paragraph 10 above.
12. Subdivider agrees to notify the County Surveyor of the date and the hour construction is anticipated to begin on the required improvements and to keep the County Surveyor informed of the progress of construction. If construction is stopped for any reason other than overnight, holiday, and weekends, the Subdivider agrees to notify the County Surveyor of the stoppage. Further, the Subdivider agrees to notify the County Surveyor not less than four (4) hours before construction is scheduled to resume.

13. There is attached hereto a Waiver covering the right to protest creation of a Rural Special Improvement District (RSID), or Special Improvement District (SID), which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point.
14. Subdivider shall coordinate installation of gas, telephone, electrical power and cable television facilities with the various utility companies. All street crossings will be identified and shown on the construction plans. Sleeves or conduits will be installed by the utility companies before gravel or pavement surfacing is placed. All utilities will be placed underground.
15. The Subdivider agrees to provide for any necessary adjustment or alteration to any existing improvements upon his property, or within the district boundaries of any Special Improvement District, in order to make the improvements contemplated by this agreement without cost to the County. This includes changes required to hook up contemplated improvements such as moving utility poles, etc. These items will be identified by the Subdivider with the assistance of the County prior to entering into the Private Contract so that they may be incorporated into the Private Contract.

IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HANDS AND OFFICIAL SEAL ON THE DATE FIRST ABOVE WRITTEN.

SUBDIVIDER:
GRAND MAX INVESTORS

By: Eugene L. Stumvoll
[Signature]
[Signature]

STATE OF MONTANA)
 : ss.
County of Yellowstone)

On this 7th day of January, 1990, before me, a Notary Public in and for the State of Montana, personally appeared Eugene L. Stumvoll, known to me to be the person who signed the foregoing instrument and who G. Todd Brough acknowledged to me that he executed the same. Witness my hand and seal this Elmer V. Peters day and year herein above written.

(SEAL) [Signature]
Notary Public for the State of Montana
Residing at Billings
My commission expires 3-10-91

COUNTY OF YELLOWSTONE
Board of County Commissioners

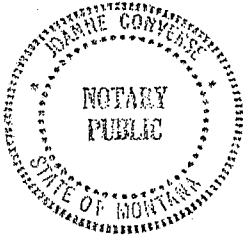
By: [Signature]
Chairman
By: [Signature]
Member
By: _____

Attest:
[Signature]
County Clerk & Recorder
3-18-91

STATE OF MONTANA)
 : ss.
County of Yellowstone)

On this 18th day of March, 1990, before me, a Notary Public in and for the State of Montana, personally appeared Mike Mathew, and James A. Ziegler, Sr. Merrill H. Klundt, known to me to be representatives of the Board of Commissioners and the County Clerk and Recorder for Yellowstone County, Montana, who signed the foregoing instrument and who acknowledged to me that they executed the same.

(SEAL)



Joanne Converse
Notary Public for the State of Montana
Residing at Billings
My commission expires 3/11/92

TEMPORARY TURN-AROUND EASEMENT

SITUATED IN LOT 3, BLOCK 2, CLOVERLEAF MEADOWS SUBDIVISION, 1ST FILING
YELLOWSTONE COUNTY, MONTANA

BY: ENGINEERING, INC.

SEPTEMBER 25, 1990

SCALE: 1" = 50'

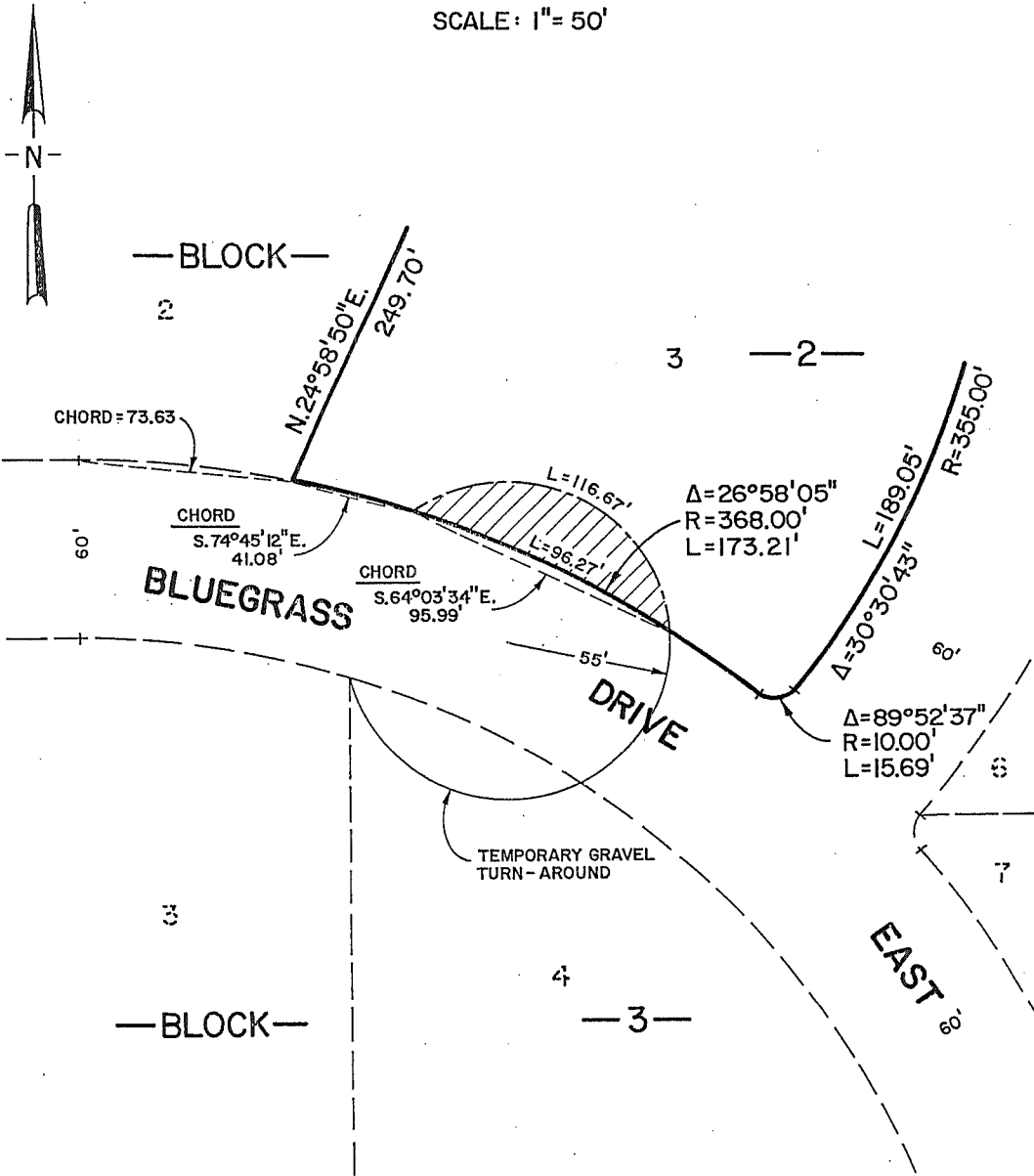


EXHIBIT 1

TEMPORARY TURN-AROUND EASEMENT

SITUATED IN LOT 4, BLOCK 3, CLOVERLEAF MEADOWS SUBDIVISION, 1ST FILING
YELLOWSTONE COUNTY, MONTANA

BY: ENGINEERING, INC.

SEPTEMBER 25, 1990

SCALE: 1" = 50'

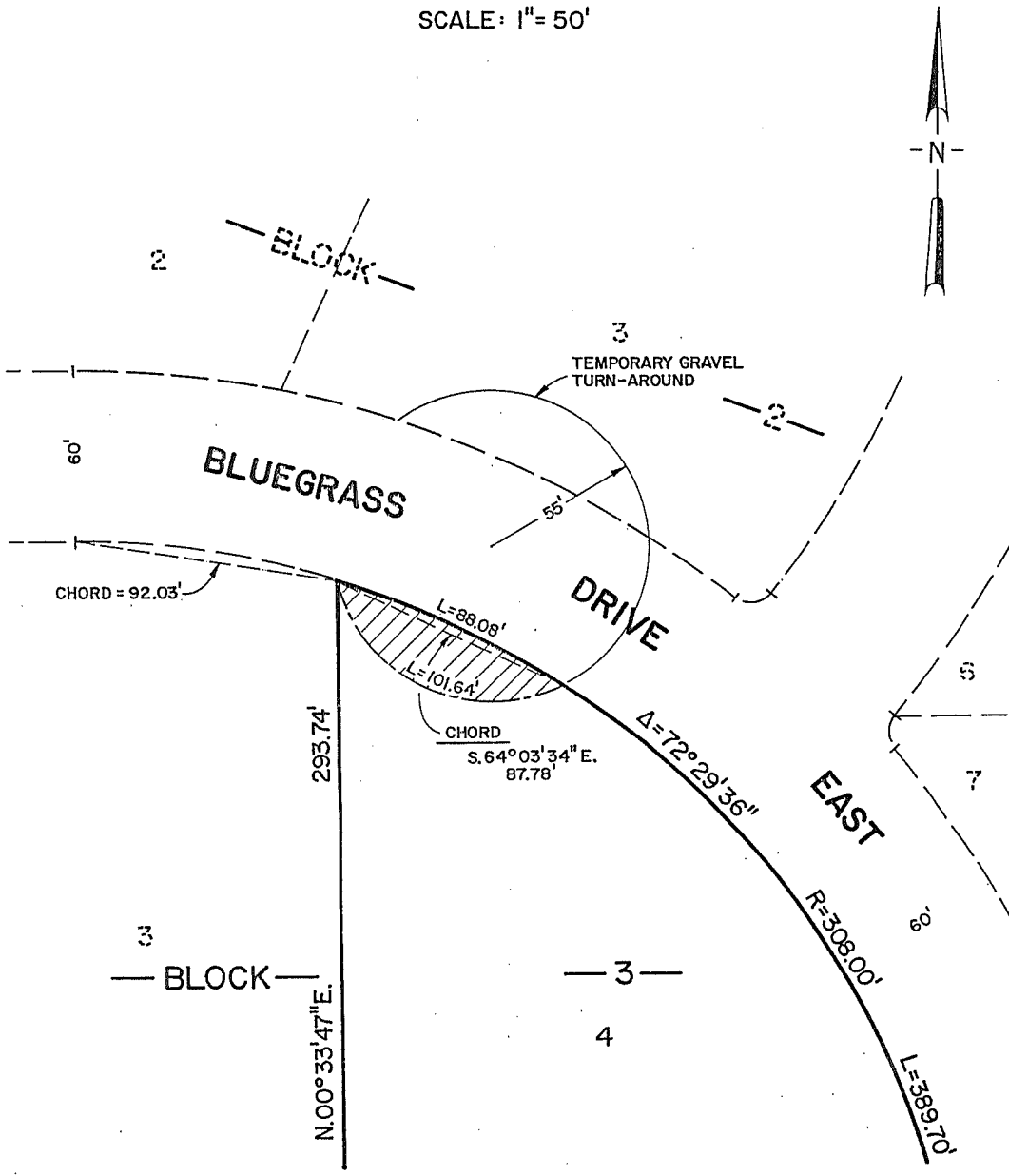


EXHIBIT 2

TEMPORARY TURN-AROUND EASEMENT

SITUATED IN LOT 6, BLOCK 1, CLOVERLEAF MEADOWS SUBDIVISION, 1ST FILING
YELLOWSTONE COUNTY, MONTANA

BY: ENGINEERING, INC.

SEPTEMBER 25, 1990

SCALE: 1" = 50'

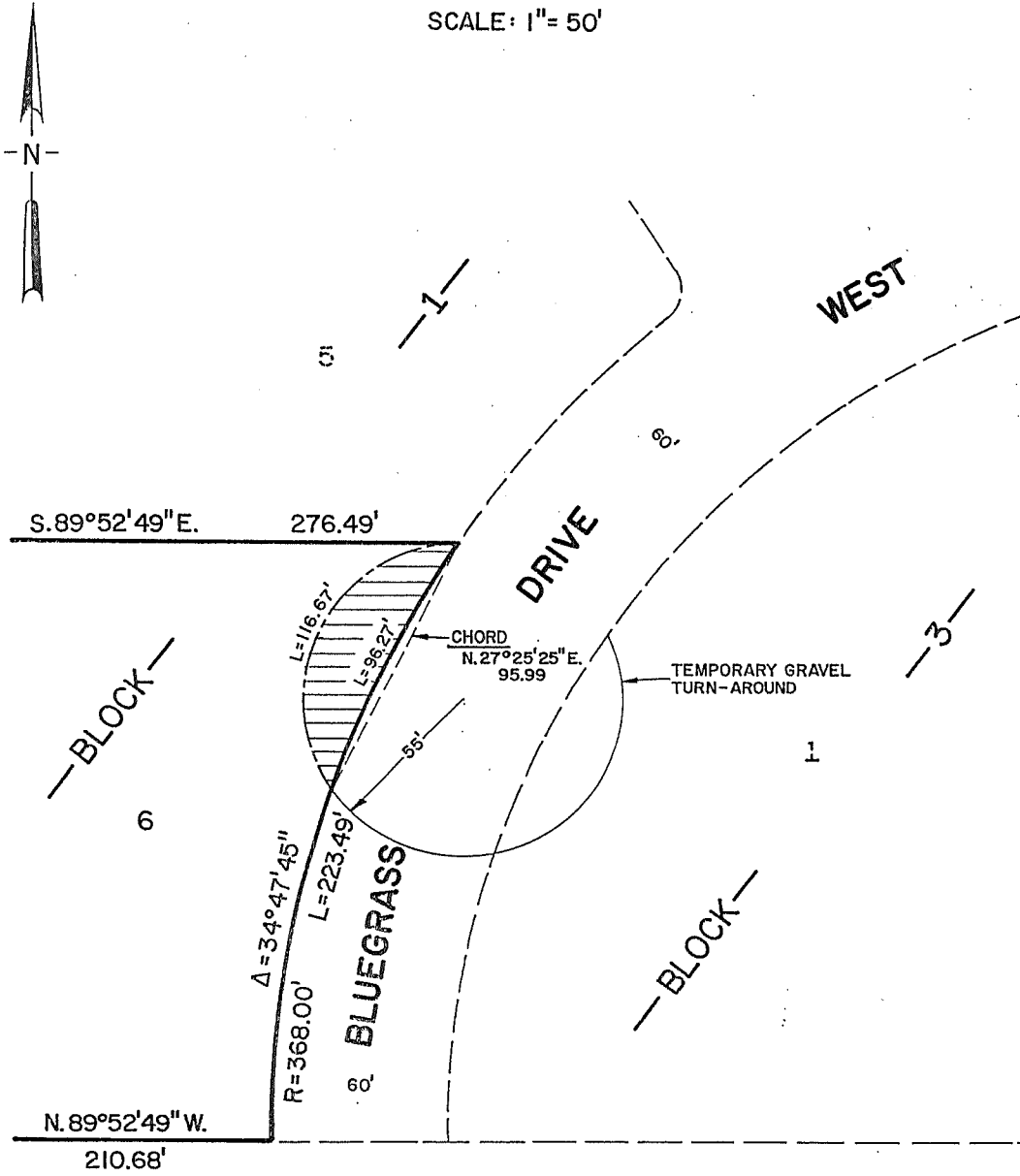


EXHIBIT 3

TEMPORARY TURN-AROUND EASEMENT

SITUATED IN LOT 1, BLOCK 3, CLOVERLEAF MEADOWS SUBDIVISION, 1ST FILING
YELLOWSTONE COUNTY, MONTANA

BY: ENGINEERING, INC.

SEPTEMBER 25, 1990

SCALE: 1" = 50'

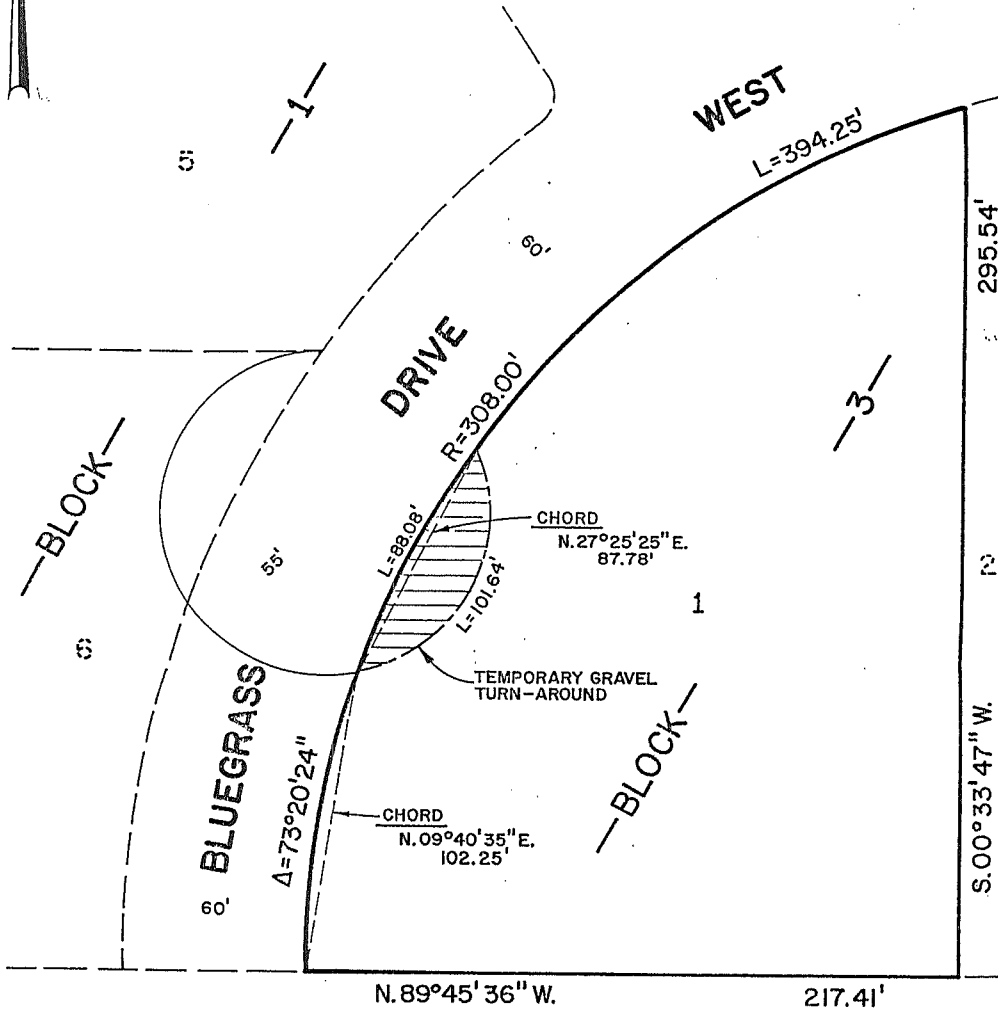


EXHIBIT 4

W A I V E R

FOR VALUABLE CONSIDERATION, the undersigned, owner of the hereinafter described real property, does hereby waive the right to protest the formation of one or more Rural Special Improvement District (RSID) or Special Improvement District (SID) for the construction of streets, curbs and gutter, sidewalks, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, traffic control devices on- and off-site as determined by an overall traffic accessibility study, sanitary sewer lines, water lines, valley gutters, culverts; storm sewer lines, either within or without the area, to provide drainage for runoff water from the real property hereinafter described, park improvements and park maintenance district, and other incidental improvements which the County of Yellowstone may require.

The Waiver and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property herein above mentioned is more particularly described as follows, to wit:

CLOVERLEAF MEADOWS SUBDIVISION, FIRST FILING

Signed and dated this 7th day of January, 1990.

Lots 1-6 Blk 1
Lots 1-7 Blk 2
Lots 1-4 Blk 3
1591993

Grand Map Draw.
Subdivider
By: Eugene C. Stumvoll
[Signature]

STATE OF MONTANA)
) : ss.
County of Yellowstone)

On this 7th day of January, 1990, before me, a Notary Public in and for the State of Montana, personally appeared Eugene C. Stumvoll, known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the same. Witness my hand and seal the day and year herein above written. G. Todd Bough
Elmer U. Peterseu

[Signature]
Notary Public for the State of Montana
Residing at Billings
My commission expires 3-10-91

(SEAL)

1591996 ✓

Grand Map Investors

to

Waiver

*Ac. Cloverleaf Meadows Sub.
1st Filing*

STATE OF MONTANA, }
 County of Yellowstone, }
 This instrument was filed in my office
 this 12 day of APRIL 1988
 at 10:55 o'clock P. M.
 MERRYL H. HUNTER
 County Clerk & Recorder
 by Deputy Clerk Deputy

no fee

January 16, 1990
87053DECLARATION OF RESTRICTIVE COVENANTS
CLOVERLEAF MEADOWS SUBDIVISION, FIRST FILINGThe undersigned, Grand Max Investors

being the owners of all the real property hereinafter described, have established a general plan for improvement and development of said real property and do hereby establish the covenants, conditions, and reservations to which all of said real property shall be subject. The said real property is known and described as:

CLOVERLEAF MEADOWS SUBDIVISION

1st Filing1. Commencement of Construction

All structures of said lots shall be of new construction and no buildings shall be moved from any other location onto any of said lots. Any structure to be erected on any lot shall be commenced within 30 days after equipment, materials or either to be used in the construction thereof are moved onto the location, and all construction shall be pursued with reasonable diligence.

No garage or other building whatsoever shall be erected on any of said lots until a dwelling house shall have been erected or until a contract with a reliable contractor shall have been entered into for the construction of a dwelling which shall comply with the restrictions as herein contained. Prior to the erection or after the erection of such dwelling house, no garage or other outbuilding shall be used for residential purposes.

2. Permissible Buildings

That the lots within this subdivision shall be used for rural residential uses and accompanying structures only. The term "residential purposes" as used herein shall be construed to exclude duplex houses, apartment houses, and any other multiple dwelling houses. No store, office, or other place of business of any kind and no hospital, sanitarium, or other place for the care or treatment of the sick or disabled, physically or mentally, nor any theater, saloon, or other place of entertainment shall ever be erected or permitted upon any of said lots, or any part thereof, and no business of any kind or character whatsoever shall be conducted in or from any residence on said lots. The only permissible buildings on the lot or lots shall be the following:

- A. Dwelling house with no more than one (1) residential unit therein. Each dwelling shall be constructed so that the floor area enclosed within the perimeter of the exterior walls, exclusive of the basement, if any, shall not be less than:
1. 1,500 square feet on the ground level of a one-story ranch style dwelling house;
 2. 1,050 square feet on the ground (first) level of a two-story dwelling house;
 3. A total combined floor area of 1,450 square feet on the two highest levels of a split (multi) level dwelling house. In determining the floor area, the attached garage, any porch, loft, terrace, or patio shall not be included. Each dwelling house shall have a double attached garage with an enclosed floor area within the perimeter of its exterior of not less than 575 square feet.
- B. Barns, storage buildings, tack buildings, corrals, mangers, and concomitant structures necessary for raising permitted livestock.
- C. All structures shall be of the same color and general design as the main dwelling.
- D. With the exception of a chimney, no portion of a structure shall exceed 30 feet in height, without the prior written approval from the Association. All antennae or aerials shall be attached to a dwelling house or other

7. Public Utilities

That by these restrictions each owner of a lot or lots is required to connect at owner's expense to the public water supply for household purposes, sewer, and other public utilities at the time the same become available. No structure of any kind shall be erected, permitted or maintained on the easement for utilities as shown on the plat of this subdivision. No lot shall be used for residential purposes prior to compliance with all governing laws and regulations relating to water supply, sanitation, sewage disposal, and air pollution.

8. Extraction of Materials

That no mining, drilling for oil or natural gas, extracting gravel or sand or other earth materials shall be permitted on any real property within this subdivision.

9. Offensive Activity

No noxious or offensive activity, unsightly objects, nuisance, or sign (except one "For Rent" or "For Sale" sign per lot), shall be carried on, erected, placed, or permitted to remain on any of said lots; nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the neighborhood.

10. Livestock and Pets

No more than two horses and two domestic pets are allowed for each one acre tract. Other animals or fowl, domestic or wild, such as pigs, chickens, and goats are absolutely prohibited within the boundaries of this subdivision. Stallions are expressly prohibited. No livestock, including domestic pet types, shall be kept for breeding or commercial purposes on any lot or lots. The number of animals shall be limited to two per acre.

11. Commercial Vehicles and Trucks

That no commercial vehicles or trucks shall be parked or stored on any lot or lots or on the street adjacent to any lot or lots except for purposes of performing a service for a resident and in that event the vehicle shall not remain parked for a period of more than ten hours.

12. Garbage Cans and Storage Tanks

All garbage cans used in connection with any dwelling erected upon the above described premises shall either be sunk in the ground or the garbage may be kept in the garage. No garbage cans shall be maintained which do not have a cover sufficient enough to prevent the escape of any noxious odors from such can. Storage tanks for fuel must be underground.

13. Association

There is hereby created an Association known as Cloverleaf Meadows Subdivision Association. The membership in such Association is composed of the owners of record lands in Cloverleaf Meadows Association. Voting in the Association shall be done by lots and each member shall have one vote for each lot owned by him. Fractions of lots shall not be counted for voting purposes. The Association shall organize by the election of a Board of Trustees which board shall from its number elect a president and secretary of the Association. The first Board of Trustees shall consist of

Grand Max Investors partners

Thereafter, the trustees shall be elected annually on the anniversary date of the recording of these restrictions. Notice of the meeting to elect trustees shall be given by mail at least ten days prior to the date of such meeting. The Board of Trustees shall have a general supervisory power with respect to the enforcement of these building restrictions and regulations and shall have power in the name of the Association to bring such actions at law or in equity as may be necessary to secure compliance with these regulations.

14. Enforcement

Failure to enforce any of the restrictions, rights, reservations, limitations and covenants contained herein shall not in any event be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. All deeds shall be given and accepted upon the express understanding that said subdivision has been carefully planned as a choice residential district exclusive, and to assure lot owners in Cloverleaf Meadows Subdivision that under no pretext, will there be an abandonment of the original plan to preserve said Cloverleaf Meadows Subdivision as a choice residential district. Upon the breach of any of said covenants or restrictions, anyone owning land in said subdivision may bring a proper action in the proper court to enjoin or restrain such violation or to collect damages or other dues on account thereof. In case the violation results from a failure to take affirmative action required by these covenants and restrictions, then the use for any purpose of the lot on which said violation occurs may be enjoined.

Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

No action shall be brought in the name of the Association unless and until the trustees have consulted with any person violating these restrictions and made an effort to secure voluntary compliance. Nothing herein contained shall limit or restrict the right of any person owning lands in Cloverleaf Meadows Subdivision to bring such action as may be brought hereunder for the enforcement of the rights of any individual. The trustees shall have no power to levy any involuntary assessment on the land or landowners in Cloverleaf Meadows Subdivision.

15. Term of Covenants; Extension; Binding Effect

These covenants are understood and agreed to be and shall be taken and held to be for the benefit of all lot owners be they such now and become such hereafter, and all covenants herein contained attach to the land and run with the title thereto, and shall be binding on all owners of the lots in Cloverleaf Meadows Subdivision until January 2025, at which time said covenants shall be automatically extended for successive ten year periods, unless by a vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

1591997

BOOK 1359 PAGE 1743

Grand May Investors

to
COUNTY CLERK
Restrictions

re. Cloverleaf Meadows Sub.
1st



STATE OF MONTANA }
County of Yellowstone, ss

I hereby certify that the within instrument was filed in my office for record on this APR 12 1934

day of 19

at 12:56 o'clock P. M. and is

daily recorded in Book 1359 of

on Page 1724

Witness my hand and official seal
MERRILL H. KLUNDT
County Clerk & Recorder

By Ray J. Reich Deputy

45-2

Engineering Inc.

P.O. Box 81345

Billings, Mt. 57108-1345

July 25, 1991
87053

AMENDED
DECLARATION OF RESTRICTIVE COVENANTS
CLOVERLEAF MEADOWS SUBDIVISION, FIRST FILING

The undersigned, GRAND MAX INVESTORS

being the owners of all the real property hereinafter described, having established a general plan for improvement and development and of said real property and having established the covenants, conditions and reservations to which all of said real property is subject, as recorded in the Yellowstone County Clerk and Recorder's office on April 12, 1991, under Document No. 1591997, do hereby amend said covenants, conditions and reservations, in whole. The said real property is known and described as:

CLOVERLEAF MEADOWS SUBDIVISION

1st FILING

Real Estate To Which Covenants Apply:

The above described real property shall be divided into two distinct areas: Area No. 1 and Area No. 2, each being more particularly described as follows:

Area 1

Lots 1, 4, 5 and 6 of Block 1, Lots 1, 2, 3, 4, 5, 6 and 7 of Block 2,
Lots 1, 2, 3 and 4 of Block 3, Cloverleaf Meadows Subdivision,
First Filing.

Area 2

Lots 2 and 3, Block 1, Cloverleaf Meadows Subdivision, First Filing

The below-mentioned covenants and restrictions apply only to the areas
specifically noted for that particular covenant or restriction.

The amended covenants, conditions and restrictions are as follows:

1. Commencement of Construction (Areas One and Two)

All structures of said lots shall be of new construction and no
buildings shall be moved from any other location onto any of said
lots. Any structure to be erected on any lot shall be commenced
within 30 days after equipment, materials or either to be used in
the construction thereof are moved onto the location, and all
construction shall be pursued with reasonable diligence.

No garage or other building whatsoever shall be erected on any of
said lots until a dwelling house shall have been erected or until
a contract with a reliable contractor shall have been entered
into for the construction of a dwelling which shall comply with

the restrictions as herein contained. Prior to the erection or after the erection of such dwelling house, no garage or other outbuilding shall be used for residential purposes.

2. Permissible Buildings (Area One Only)

That the lots within this area shall be used for rural residential uses and accompanying structures only. The term "residential purposes" as used herein shall be construed to exclude duplex houses, apartment houses, and any other multiple dwelling houses. No store, office, or other place of business of any kind and no hospital, sanitarium, or other place for the care or treatment of the sick or disabled, physically or mentally, nor any theater, saloon, or other place of entertainment shall ever be erected or permitted upon any of said lots, or any part thereof, and no business of any kind or character whatsoever shall be conducted in or from any residence on said lots. The only permissible buildings on the lot or lots shall be the following:

(A) Dwelling house with no more than one(1) residential unit therein. Each dwelling shall be constructed so that the floor area enclosed within the perimeter of the exterior walls, exclusive of the basement, if any, shall not be less than:

(1) 1,500 square feet on the ground level of a one-story ranch style dwelling house;

- (2) 1,050 square feet on the ground (first) level of a two-story dwelling house;
- (3) A total combined floor area of 1,450 square feet on the two highest levels of a split (multi) level dwelling house.

In determining the floor area, the attached garage, any porch, loft, terrace, or patio shall not be included. Each dwelling house shall have a double attached garage with an enclosed floor area within the perimeter of its exterior of not less than 575 square feet.

- (B) All structures shall be of the same color and general design as the main dwelling.
- (C) With the exception of a chimney, no portion of a structure shall exceed 30 feet in height, without the prior written approval from the Architectural Control Committee. All antennae or aerials shall be attached to a dwelling house or other permissible structure and shall not protrude in height above the highest point of the structure to which it is attached.

3. Permissible Buildings (Area Two Only)

That the lots within this area shall be exempt from the residential restrictions stated with the above mentioned Paragraph 2. However, plans will be in keeping with the harmony of Cloverleaf Meadows Subdivision, First Filing. Any structure erected upon Area 2 shall also meet all applicable zoning requirements and building codes.

4. Fences (Areas One and Two)

Within 30 feet of any subdivision street, any fence or any solid wall or any hedge shall not be over 5-feet in height. Any side fence or any rear fence, and any side wall or any rear wall (except the wall of the building constructed on any lot), shall not be over 6-feet in height.

5. Placement of Residence (Area One Only)

The single family dwelling shall be erected no closer than 30-feet to the front property line, and each such dwelling shall be so located on the ground herein conveyed so that there is at least 20-feet between the outside line of the dwelling, including garage or carport, and the line of the adjoining owner on both sides. On cul-de-sac lots, the minimum side tie shall be 12-feet.

6. Lighting (Area One Only)

Each dwelling shall furnish one ornamental lamp post not to exceed 8-feet in height, and an ornamental lamp and electronic eye, all of which shall be maintained and used.

7. Subdivision of Lots (Areas One and Two)

That no lot shall be further subdivided, unless the lots are added to adjacent lots resulting in each lot being more than one acre in size.

8. Public Utilities (Areas One and Two)

That by these restrictions each owner of a lot or lots is required to connect at owner's expense to the public water supply for household purposes, sewer, and other public utilities at the time the same become available. No structure of any kind shall be erected, permitted or maintained on the easement for utilities as shown on the plat of this subdivision. No lot shall be used for residential purposes prior to compliance with all governing laws and regulations relating to water supply, sanitation, sewage disposal, and air pollution.

9. Extraction of Materials (Areas One and Two)

That no mining, drilling for oil or natural gas, extracting gravel or sand or other earth materials shall be permitted on any real property within this subdivision.

10. Offensive Activity (Areas One and Two)

No noxious or offensive activity, unsightly objects, nuisance, or sign (except one "For Rent" or "For Sale" sign per lot), shall be carried on, erected, placed, or permitted to remain on any of said lots; nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the neighborhood.

11. Livestock and Pets (Areas One and Two)

No more than two domestic pets are allowed for each one acre tract. Other animals or fowl, domestic or wild, such as horses, pigs, chickens, and goats are absolutely prohibited within the boundaries of this subdivision. No livestock, including domestic pet types, shall be kept for breeding or commercial purposes on any lot or lots.

12. Commercial Vehicles and Trucks (Areas One and Two)

That no commercial vehicles or trucks shall be parked or stored on any lot or lots or on the street adjacent to any lot or lots except for purposes of performing a service for a resident and in that event the vehicle shall not remain parked for a period of more than ten hours.

13. Weed Control (Areas One and Two)

That each owner of a lot or lots shall maintain said lot areas such that weeds do not exceed a maximum height of 6-inches.

14. Landscaping of Lawn Areas (Areas One and Two)

That each owner of a lot or lots shall, within a period of one year after the occupancy of a dwelling on said lot area, provide grass and/or other appropriate landscape cover over all unimproved areas of the lot or lots.

15. Garbage Cans and Storage Tanks

All garbage cans used in connection with any dwelling erected upon the above described premises shall either be sunk in the ground or the garbage may be kept in the garage. No garbage cans shall be maintained which are not of the metal type and which do not have a cover sufficient enough to prevent the escape of any noxious odors from such can. Storage tanks for fuel must be underground.

16. Association (Areas One and Two)

There is hereby created an Association known as Cloverleaf Meadows Subdivision Association. The membership in such Association is composed of the owners of record lands in Cloverleaf Meadows Association. Voting in the Association shall be done by lots and each member shall have one vote

for each lot owned by him. Fractions of lots shall not be counted for voting purposes. The Association shall organize by the election of a Board of Trustees which board shall from its number elect a president and secretary of the Association. The first Board of Trustees shall consist of

Partners of Grand Max Investors

Thereafter, the trustees shall be elected annually on the anniversary date of the recording of these restrictions. Notice of the meeting to elect trustees shall be given by mail at least ten days prior to the date of such meeting. The Board of Trustees shall have a general supervisory power with respect to the enforcement of these building restrictions and regulations and shall have power in the name of the Association to bring such actions at law or in equity as may be necessary to secure compliance with these regulations.

17. Enforcement (Areas One and Two)

Failure to enforce any of the restrictions, rights, reservations, limitations and covenants contained herein shall not in any event be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. All deeds shall be given and accepted upon the express understanding that said subdivision has

been carefully planned as a choice residential district exclusive, and to assure lot owner in Cloverleaf Meadows Subdivision that under no pretext, will there be an abandonment of the original plan to preserve said Cloverleaf Meadows Subdivision as a choice residential district. Upon the breach of any of said covenants or restrictions, anyone owning land in said subdivision may bring a proper action in the proper court to enjoin or restrain such violation or to collect damages or other dues on account thereof. In case the violation results from a failure to take affirmative action required by these covenants and restrictions, then the use for any purpose of the lot on which said violation occurs may be enjoined.

Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

No action shall be brought in the name of the Association unless and until the trustees have consulted with any person violating these restrictions and made an effort to secure voluntary compliance. Nothing herein contained shall limit or restrict the right of any person owning lands in Cloverleaf Meadows Subdivision to bring such action as may be brought hereunder for the enforcement of

the rights of any individual. The trustees shall have no power to levy any involuntary assessment on the land or landowners in Cloverleaf Meadows Subdivision.

18. Architectural Control Committee (Areas One and Two)

The Architectural Control Committee referred to in the previous paragraphs shall be composed of three individuals, appointed by Grand Max Investors. The majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member or members of the Committee, Grand Max Investors shall have full authority to designate a successor or successors. Neither the members of the Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it in writing, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

19. Term of Covenants; Extension;

Binding Effect (Areas One and Two)

These covenants are understood and agreed to be and shall be taken and held to be for the benefit of all lot owners be they such now and become such hereafter, and all covenants herein contained attach to the land and run with the title thereto, and shall be binding on all owners of the lots in Cloverleaf Meadows Subdivision until January 2025, at which time said covenants shall be automatically extended for successive ten year periods, unless by a vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

The undersigned hereby consent to the above instrument and agree that their interest in any real property in said Cloverleaf Meadows Subdivision shall be held subject to the foregoing Declaration of Restrictive Covenants.

DATED: July 30, 19 91

GRAND MAX INVESTORS

Milton S. Ohnstad
G. Todd Baugh

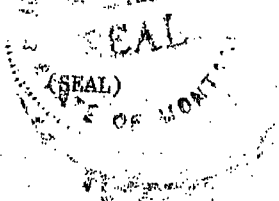
Eugene L. Stumvoll

STATE OF MONTANA)
COUNTY OF YELLOWSTONE) ss

On this 9th day of September, 1991, before me the undersigned Notary Public for the State of Montana, personally appeared MILTON S. OHNSTAD, G. TODD BAUGH, AND EUGENE L. STUMVOLL, known to me to be the Partners of GRAND MAX INVESTORS, the partnership that executed the same.

DOR - 12

Julius K. Armstrong
Notary Public for the State of Montana
Residing at Billings
My Commission Expires: 8-1-92



1607721

AMENDED DECLARATION OF
RESTRICTIVE COVENANTS
CLOVERLEAF MEADOWS SUB.
FIRST FILING

GRAND MAX INVESTORS

BOOK 1364 PAGE 3823

TO COUNTY

Restrictions
RE: DECLARATION L.E.P.

75622 ①

75623

STATE OF MONTANA }
County of Yellowstone } ss.

I hereby certify that the within instru-
ment was filed in my office for record
on this 10th day of
September 1991 at 8:24
o'clock A.M. and is duly recorded
in Book 1364 of _____ on
Page 3821

Witness my hand and official seal

Merrill E. Klundt

County Recorder

By D. Sullivan Deputy

Fees 7.00 pd by ck

Return to:

CTIC

P.O. Box 1377

Billings, Montana 59103

Attn: Julie 91-2216

9/11

AGREEMENT TO ENFORCE RESTRICTIVE COVENANTS

The undersigned owners of record lots in the Cloverleaf Meadows Subdivision, First Filing, Yellowstone County, Montana, hereby enter into this Agreement to Enforce specific provisions of the Amended Declaration of Restrictive Covenants for the Cloverleaf Meadows Subdivision, First Filing.

WHEREAS, it is the intent and desire of the owners to enforce the Restrictive Covenants to preserve the original plan of Cloverleaf Meadows Subdivision as a choice residential district; and

WHEREAS, the current owner of Lot 3, Block 3, Rick Newkirk, has need for his business purposes to drive a truck owned by his business to and from work on week days necessitating that this truck be parked at his residence overnight on ordinary week nights; and

WHEREAS, this truck with business logo displayed thereon is a commercial truck within the description in Item 12 of the Restrictive Covenants which prohibits parking of commercial trucks on or adjacent to any lot; and

WHEREAS, the residence of Rick Newkirk, owner of Lot 3, Block 3, does not have a garage door large enough to allow entry of the described commercial truck into his garage; and

WHEREAS, it is the desire of the undersigned owners to allow Rick Newkirk an opportunity to have a new garage door access constructed large enough to accommodate the truck so as to be able to not park the truck in his driveway or on the street adjacent to his lot,

NOW THEREFORE, it is agreed as follows:

1. Rick Newkirk, owner of Lot 3, Block 3, shall have constructed an access door to his garage large enough to accommodate any vehicle of his business which he uses for transportation to and from his place of employment as soon as possible and in any event no later than ten (10) years from the date of this Agreement;
2. In the meantime, if Rick Newkirk, owner of Lot 3, Block 3, has need to use his business truck for transportation to and from his place of employment, he shall park the truck overnight in his driveway no more often than Monday, Tuesday, Wednesday and Thursday of each week;

3. Should Rick Newkirk fail to construct such new access door to his garage within the time period specified, he shall thereafter refrain from parking any vehicle related to or bearing exterior logo markings for his business in the driveway of his residence at any time during the week.

Date: 11/5/95

[Signature]
Owner, Lot 5, Block 3

Maureen V. Newkirk
Owner, Lot 3, Block 3

STATE OF MONTANA)
) SS
County of Yellowstone)

On this 7 day of Dec, 19 95, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Richard W. Newkirk & Maureen V. Newkirk, husband and wife, known to me to be the people whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Fred H. Hawkins
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires: 7-17-95

(SEAL)



Date: 1 23-75

Guy F. McCracken
Owner, Lot 1, Block 1

Sandra J. McCracken
Owner, Lot 1, Block 1

STATE OF MONTANA)
) SS
County of Yellowstone)

On this 23 day of January, 19 75, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Guy F. McCracken & Sandra J. McCracken, husband and wife, known to me to be the people whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Loren Cook
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires: 6-16-76

Date: Jan 10, 1995

General Max Envestors
David M. Hummel

Dewey E. Massey
Brent Cromley

Owner, Lot 4, Block 1

STATE OF MONTANA)
) :ss
County of Yellowstone)

On this 10th day of January, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared DAVID M. HUMMEL, JR., DEWEY E. MASSEY & BRENT CROMLEY known to me to be the people whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Eugene L. Hummel
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires: 10/25/98

Date: Jan 30, 19 95

Dennis W. Brown
Owner, Lot 3, Block 2

Evonne Brown
Owner, Lot 3, Block 2

STATE OF MONTANA)
) SS
County of Yellowstone)

On this 30 day of Jan, 19 95, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Dennis W. Brown & Evonne Brown, husband and wife, known to me to be the people whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Fred H. Hawkins
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires: 8-18-95

Date: 1-7-95

Teresa Roselle Kennedy
Owner, Lot 4, Block 2

[Signature]
Owner, Lot 4, Block 2

STATE OF MONTANA)
)SS
County of Yellowstone)

On this 7 day of Jan, 19 95, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Mark Kennedy & Teresa Roselle Kennedy, known to me to be the people whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Fred H. Hawkins
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires: 8-18-95

(SEAL)



Date: 1-7-95

[Signature]
Owner, Lot 5, Block 2

Diana Tutta
Owner, Lot 5, Block 2

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this 7th day of Jan, 19 95, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jeff Tut & Diana Tut, known to me to be the people whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Fred H. Hawkins
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires: 8-18-95



Date: 1/7/95

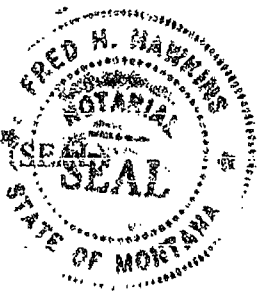
Stephen T. Toepfer
Owner, Lot 6, Block 2

Jennifer C. Toepfer
Owner, Lot 6, Block 2

STATE OF MONTANA)
)SS
County of Yellowstone)

On this 7 day of Jan, 19 95, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Stephen T. Toepfer & Jennifer C. Toepfer, husband and wife, known to me to be the people whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Fred H. Hawkins
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires: 8-18-95

Date: 1/7/95

Jeffrey J. Junkert
Owner, Lot 1, Block 3

Suellen G. Junkert
Owner, Lot 1, Block 3

STATE OF MONTANA)
)SS
County of Yellowstone)

On this 7 day of Jan, 19 95, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jeffrey J. Junkert & Suellen G. Junkert, husband and wife, known to me to be the people whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Fred H. Hawkins
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires: 8-17-95

(SEAL)



Date: 1/7/95

Stuart J. Ruben
Owner, Lot 12, Block 3

Estelle S. Ruben
Owner, Lot 2, Block 3

STATE OF MONTANA)
) :SS
County of Yellowstone)

On this 7 day of Jan, 19 95, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Stuart J. Ruben & Estelle S. Ruben, husband and wife, known to me to be the people whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Fred H. Hawkins
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires: 7-18-95

(SEAL)



Date: 1-7-95

James G. DuBray
 Owner, Lot 4, Block 3

Peggy D. DuBray
 Owner, Lot 4, Block 3

STATE OF MONTANA)
)
 County of Yellowstone)

On this 7 day of Jan, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared James G. DuBray & Peggy D. DuBray, husband and wife, known to me to be the people whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Paul H. Hawkins
 Notary Public for the State of Montana
 Residing at Billings, Montana
 My Commission expires: 8-18-95

(SEAL)



1772140

James S. DuBray, et al

to



Rick Newkirk ^{et ux}

Agreement to Enforce
Restrictive Covenants

STATE OF MONTANA,
County of Yellowstone, } ss.

I hereby certify that the within instrument was filed
in my office for record on this 19 day of
FEB 1995 at 8:59 o'clock
P.M. Under the above document number,
Witness my hand and official seal

TONY NAVE

County Clerk & Recorder

By Ray M. Kubick Deputy

10800 Quantor
1220 Bluegrass Dr. East
Billings, mt. 59106

**DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
CLOVERLEAF MEADOWS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the undersigned are all of the owners of the following described real property located in Yellowstone County, Montana, to-wit:

Lots 8 through 11, Block 3, Lots 2 through 10, Block 4, and Lots 1 through 7, Block 5, all in Cloverleaf Meadows Subdivision, 3rd Filing, according to the official plat filed and of record in the office of the Clerk and Recorder of said County, as Document No. _____.

Lots 1 through 6, Block 1, Lots 1 through 7, Block 2, and Lots 1 through 4, Block 3 of Cloverleaf Meadows Subdivision, 1st Filing, according to the official plat filed and of record in the office of the Clerk and Recorder of said County, as Document No. 1591993.

and

Lots 7 and 8, Block 1, Lots 8 and 9, Block 2, Lots 5, 6, 7, 12, 13, 14, 15, 16, and 17, Block 3, and Lot 1, Block 4, of Cloverleaf Meadows Subdivision, 2nd Filing, according to the official plat filed and of record in the office of the Clerk and Recorder of said County, as Document No. 1672355.

and

WHEREAS, the owners are required by Yellowstone County to install and maintain landscaping and other improvements to the public park located in Cloverleaf Meadows Subdivision.

NOW THEREFORE, the undersigned declare that the following covenants, conditions and restrictions shall run with the land and shall bind all owners of each of the above-described lots, their heirs, successors and assigns.

1. **Membership in Association.** Each owner of a lot within the above described property, shall be a member of a Montana non-profit corporation, formed or about to be formed, known as "CLOVERLEAF MEADOWS HOMEOWNERS ASSOCIATION, INC., hereinafter called "Association". Owner shall mean each person owning an undivided interest in a lot, as shown by the records of the Yellowstone County Clerk and Recorder, provided however, that if such owner has sold to a third person under the terms of an agreement for future delivery of title, and notice of such agreement is recorded with the Yellowstone County Clerk and Recorder, such third person shall be deemed the owner. Co-owners, or joint owners, shall be deemed to be one member for the purposes of voting and assessment. The affairs of the Association shall be governed by its Bylaws, attached hereto as Exhibit "A".

2. **Obligations of the Association.** The Association shall have the responsibility for improving and maintaining the public park in Cloverleaf Meadows Subdivision, and paying the costs thereof.

Improvements shall be made as follows:

- (a) In 1995, Farmer Seed Grain shall be planted to control weeds, with 7 to 8 acres to be planted in crested Wheat or other dry land grass.
- (b) In the spring of 1990, the Association shall improve 1 to 2 acres of the park on Bluegrass Drive West, by planting Kentucky bluegrass and installing an irrigation system for this portion of the park.
- (c) No later than 1997, the Association shall install a playground area, improved with equipment meeting Yellowstone County Park safety standards.

- (d) Other improvements shall be made only with consent of 51% of the members of the Association.

The following improvements shall not be made by the Association, or by Yellowstone County, without approval of 90% of the members:

- (a) Ball diamonds for league games; however, a ball diamond for children may be installed.
- (b) Lighting or permanent fencing of any kind.
- (c) Swimming pool.

3. **Annual Assessments.** The Association, through its Board of Directors, shall establish and collect annual assessments from the owners of each of the above-described lots, to pay for the cost of park maintenance and improvements. Beginning July 1, 1975, the owners of each lot shall pay an annual assessment of \$ 200.00. The annual assessment may be increased by the Board of Directors each year not more than 5% above the assessment for the previous year without a vote of the membership. The annual assessment may be increased more than 5% by affirmative vote of 51% of the members, at a meeting duly called for this purpose. In the event that Board fails to fix an annual assessment, the previous assessment shall remain in effect until changed by the Board.

4. **Special assessments for improvements.** In addition to the annual assessments as 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 cost of any construction or replacement of improvements to the park, provided that any such assessment shall have the assent of 51% of the votes of members entitled to vote. Special assessments for the improvements set forth in Sections 2(a), 2(h) and 2(c) above shall be deemed approved by the members signing this Declaration, and no further approval of reasonable assessments for these improvements need be obtained by the Board.

5. **Payment of assessments.** Each owner shall be responsible for the payment of regular or special assessments within thirty days after notice of assessment is given by the Board. Assessments paid more than thirty days after the date when due, shall bear interest at the rate of 12% per annum from the due date until paid. All payments upon assessments shall be applied first to interest and then to the earliest assessment due. Interest collected shall become part of the Association's account. In no event shall the interest charged be more than permitted by the Montana Usury Statutes. All assessments collected by the Association may be commingled in a single fund. The Secretary-Treasurer shall maintain records showing the amounts of all assessments paid and unpaid. Such records shall be available for inspection at all reasonable times by owners or their representatives.

6. **Covenant to pay maintenance assessments.** Each lot owner, by acceptance of a deed, whether or not it shall be expressed in said deed, is deemed to covenant and agree to pay to the Association all assessments made by the Association and to waive any right said owner may have, under the laws of the United States or the State of Montana, to claim a homestead exemption for said assessments. Owners and their grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of conveyance of any lot, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. The Secretary-Treasurer of the Association shall notify third parties, upon their request, of the amount of

unpaid assessments on any lot.

7. **Remedies for non-payment of assessments.** All unpaid sums assessed by the Association to any lot, together with interest, collection costs, costs of suit, and reasonable attorney fees, shall constitute a lien on such lot, and if filed of record, may be foreclosed in the same manner as a construction lien. Such lien shall not take priority over any sums unpaid on a first mortgage or trust indenture of record prior to the recording of the lien for assessments. Each assessment, together with interest, collection, costs and costs of suit, and reasonable attorney fees, shall also be the personal obligation of the owner of the Lot against which the assessment was made at the time the assessment fell due and suit to recover a money judgment for unpaid assessments shall be maintainable by the Association against said owner without foreclosing or waiving the lien securing the same. All costs of collection of delinquent assessments, including but not limited to, court costs, costs of filing liens, and attorney fees, shall be the obligation of the non-paying lot owner, and may be added to the next regular assessment for that lot. No sale or transfer of a lot shall relieve the acquirer from liability for past due assessments or from the lien thereof. All rights, remedies and privileges granted to the Association or the owners pursuant to the terms hereof, shall be deemed to be cumulative.

8. **Limitations on Liability of Association.** In no event shall the Association be liable to any property owner, his or her heirs, successors, assigns, family or guests, employees, agents, invitees, or lessees or to any person using the park for any damages arising out of the improvement or maintenance of the park by the Association. The Board of Directors may, with approval of a majority of the members, elect to purchase liability insurance, insuring the Association members against liability resulting from the Association's development and maintenance of the park. The cost of such insurance shall be charged as part of the annual assessments described above.

9. **Miscellaneous.**

a. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this document shall not constitute a waiver of the right of the Association to enforce such right, provision, covenants or condition in the future.

b. These covenants and conditions shall be construed to be covenants running with the land and shall be binding upon the owners of every lot described above, and all appurtenances thereto.

10. **Termination of this Declaration.** Upon affirmative vote of 51% of the members, the owners of the above-described lots shall petition Yellowstone County for an RSID for park maintenance; upon approval of such petition by Yellowstone County, this Declaration shall terminate and be of no further force and effect. Any such RSID petition shall provide that maintenance costs for the park be spread over all of the above-described lots on an equal cost per square foot basis.

11. **Amendment.** This Declaration may be amended only with written consent of the owners of a majority of the above-described lots and with consent of the Yellowstone County Park Board. Any such amendment will not be effective until the amendment is recorded at the office of the Yellowstone County Clerk and Recorder.

DATED this 2nd day of May, 1995.

Guy F. McCracken
GUY F. MCCRACKEN

Sandra J. McCracken
SANDRA J. MCCRACKEN

Kelly M. Clarke
KELLY M. CLARKE

Amy E. Clarke
AMY E. CLARKE

N. Raymond Halsey
N. RAYMOND HALSEY

Shawna D. Halsey
SHAWNA D. HALSEY

Dennis W. Brown
DENNIS W. BROWN

Evonne Brown
EVONNE BROWN

GRAND/MAY INVESTORS

BY: Robert Cowley
General Partner

BY: James E. Manning
General Partner

BY: William J. O'Neil
General Partner

Mark Kennedy
MARK KENNEDY

Teresa Roselle Kennedy
TERESA ROSELLE KENNEDY

Stephen T. Toepfer
STEPHEN T. TOEPFER

Jennifer C. Toepfer
JENNIFER C. TOEPFER

Jeffrey J. Junkert
JEFFREY J. JUNKERT

Suellen G. Junkert
SUELLEN G. JUNKERT

Angele V. Neuhardt
ANGELE V. NEUHARDT

Brenda Hiza
BRENDA HIZA

Gary Hablutzel
GARY HABLUTZEL

Arja J. Hablutzel
ARLA J. HABLUTZEL

Jeff Tutti
JEFF TUTTI

Diana Tutti
DIANA TUTTI

Glen F. Pike
GLEN F. PIKE

Frances C. Pike
FRANCES C. PIKE

Stuart J. Ruben
STUART J. RUBEN

Estelle S. Ruben
ESTELLE S. RUBEN

Richard W. Newkirk
RICHARD W. NEWKIRK

Maureen V. Newkirk
MAUREEN V. NEWKIRK

JEFF JUNKERT CONSTRUCTION, INC.

By: James J. [Signature]
Its: PRESIDENT

Gary Gilman
GARY GILMAN

Vick Gilman
VICKI GILMAN

Gerald R. Goodman
GERALD R. GOODMAN

Bernard T. Goodman
BERNARD T. GOODMAN

Clay A. Skurdal
CLAY A. SKURDAL

Colette Skurdal
COLETTE SKURDAL

Randy L. Hagedorn
RANDY L. HAGEDORN

Vickie D. Hagedorn
VICKIE D. HAGEDORN

Daniel R. Mitchell
DANIEL R. MITCHELL

Cynthia T. Mitchell
CYNTHIA T. MITCHELL

James G. DuBray
JAMES G. DUBRAY

Peggy D. DuBray
PEGGY D. DUBRAY

Roger L. Sullivan
ROGER L. SULLIVAN

Susan M. Sullivan
SUSAN M. SULLIVAN

John E. Andrews
JOHN E. ANDREWS

Caroline S. Andrews
CAROLINE S. ANDREWS

Keith A. Johnson
KEITH A. JOHNSON

Molly A. Johnson
MOLLY A. JOHNSON

Charles A. Duke
CHARLES A. DUKE

Tanya M. Duke
TANYA M. DUKE

Robert C. Smith
ROBERT C. SMITH

Judy A. Smith
JUDY A. SMITH

David B. Rovig
DAVID B. ROVIG

Diane H. Rovig
DIANE H. ROVIG

Patrick R. Baracker
PATRICK R. BARACKER

Denise Baracker
DENISE BARACKER

APPROVED this 25th day of July, 1995.

YELLOWSTONE COUNTY PARK BOARD

By: Cal Cumen

Richard David Prill
RICHARD DAVID PRILL

Connie M. Prill
CONNIE M. PRILL

L. Shane Gundlach
L. SHANE GUNDLACH

Stephanie G. Gundlach
STEPHANIE G. GUNDLACH

STATE OF MONTANA)
) ss.
County of Yellowstone)

On this 22nd day of January, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared L. SHANE GUNDLACH AND STEPHANIE G. GUNDLACH, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Eugene L. Stumvoll
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 10/25/98



STATE OF MONTANA)
) ss.
County of Yellowstone)

On this 2nd day of April, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared RICHARD DAVID PRILL and CONNIE M. PRILL, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Eugene L. Stumvoll
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 10/25/98

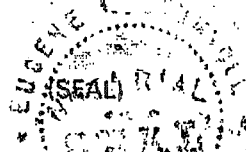


STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 20th day of Feb, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared MARK KENNEDY and TERESA ROSELLE KENNEDY, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Eugene P. Stearnwall
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 10/25/98

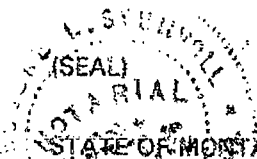


STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 1st day of April, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared JEFF TUTT and DIANA TUTT, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Eugene P. Stearnwall
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 10/25/98

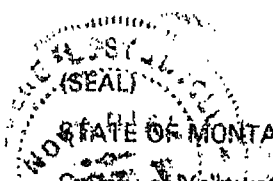


STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 17th day of April, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared STEPHEN T. TOEPFER and JENNIFER C. TOEPFER, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Eugene P. Stearnwall
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 10/25/98



STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 14th day of Feb, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared GLEN F. PIKE and FRANCES C. PIKE, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Eugene P. Stearnwall
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 10/25/98



STATE OF MONTANA)

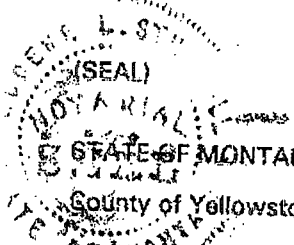
: ss.

County of Yellowstone)

On this 15th day of Feb, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared JEFFREY J. JUNKERT and SUELLEN G. JUNKERT, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Eugene L. Stumvoll
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 10/25/98



STATE OF MONTANA)

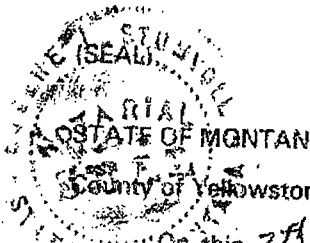
: ss.

County of Yellowstone)

On this 17th day of April, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared STUART J. RUBEN and ESTELLE S. RUBEN, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Eugene L. Stumvoll
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 10/25/98



STATE OF MONTANA)

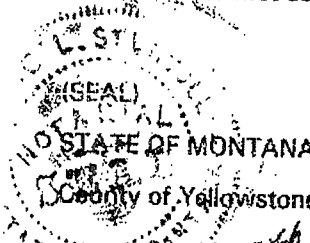
: ss.

County of Yellowstone)

On this 21st day of January, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared RICHARD W. NEWKIRK and MAUREEN V. NEWKIRK, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Eugene L. Stumvoll
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 10/25/98



STATE OF MONTANA)

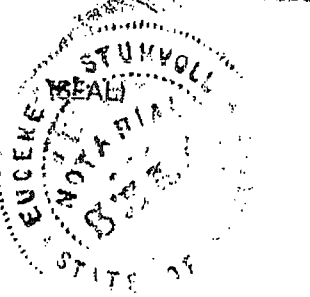
: ss.

County of Yellowstone)

On this 21st day of January, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared JAMES G. DuBRAY and PEGGY D. DuBRAY, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Eugene L. Stumvoll
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 10/25/98



STATE OF MONTANA)

: ss.
County of Yellowstone)

On this 18th day of Feb., 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jeff Junkert, known to me to be the pres. of JEFF JUNKERT CONSTRUCTION, INC., the corporation that executed the within instrument, and acknowledged to me to be the person who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Eugene P. Stenwald
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 10/25/98

(SEAL)
STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 2nd day of January, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared ROGER L. SULLIVAN and SUSAN M. SULLIVAN, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Eugene P. Stenwald
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 10/25/98

(SEAL)
STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 1st day of April, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared GARY GILMAN and VICKI GILMAN, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Eugene P. Stenwald
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 10/25/98

(SEAL)
STATE OF MONTANA)
: ss.
County of Yellowstone)

On this Monday day of January, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared JOHN E. ANDREWS and CAROLINE S. ANDREWS, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Eugene P. Stenwald
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 10/25/98

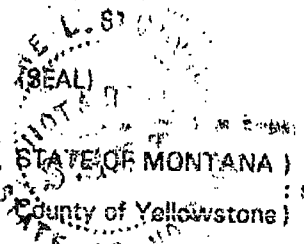
(SEAL)
STATE OF MONTANA)
: ss.
County of Yellowstone)

STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 21st day of January, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared RANDY L. HAGEDORN and VICKIE D. HAGEDORN, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Eugene R. Steunvoll
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 10/25/98

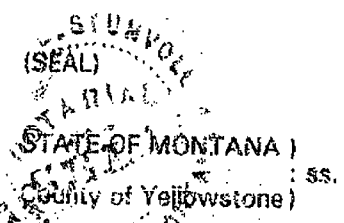


STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 21st day of January, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared ROBERT C. SMITH and JUDY A. SMITH, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Eugene R. Steunvoll
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 10/25/98

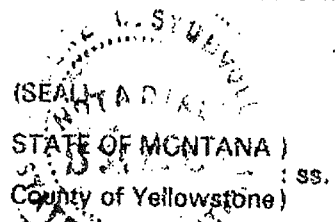


STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 18th day of Feb, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared DANIEL R. MITCHELL and CYNTHIA T. MITCHELL, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Eugene R. Steunvoll
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 10/25/98



STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 21st day of January, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared DAVID B. ROVIG and DIANE R. ROVIG, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Eugene R. Steunvoll
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 10/25/98

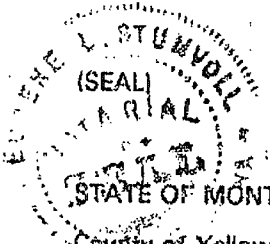


STATE OF MONTANA)
) ss.
County of Yellowstone)

On this 4th day of Feb., 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared PATRICK R. BARACKER and DENISE BARACKER, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Eugene R. Steenwald
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 10/25/98



STATE OF MONTANA)
) ss.
County of Yellowstone)

On this 5th day of July, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Cal Cumin, known to me to be the of the Yellowstone County Park Board, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Jimmy R. Adler
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 4-23-98



SECRET

Aug 7. M = Coaches

to

Restrictions

Clouery Meadows

STATE OF MONTANA, } ss.
County of Yellowstone, }

I hereby certify that the within instrument was filed
in my office for record on this _____ day of
19 JUL 31 1995 o'clock
3:09 P M. Under the above document number.

Witness my hand and official seal

TONY RAVE
County Clerk & Recorder

By [Signature] Deputy

84.00



BYLAWS OF CLOVERLEAF MEADOWS
HOMEOWNERS ASSOCIATION, INC.
(a non-profit corporation)

The Board of Directors of CLOVERLEAF MEADOWS HOMEOWNERS ASSOCIATION, INC., a Montana non-profit corporation, hereby adopt the following Bylaws:

OFFICES

1. **Principal office.** The principal office of this Corporation is situated at 1140 Bluegrass Dr. East, Billings, Montana, 59106. The Board of Directors may change the principal office.

MEMBERS

2. **Membership.** Each owner of all of the following described lots shall be a member of the corporation:

Lots 8 through 11, Block 3, Lots 2 through 10, Block 4, and Lots 1 through 7, Block 5, all in Cloverleaf Meadows Subdivision, 3rd Filing, according to the official plat filed and of record in the office of the Clerk and Recorder of said County, as Document No. _____.

Lots 1 through 6, Block 1, Lots 1 through 7, Block 2, and Lots 1 through 4, Block 3 of Cloverleaf Meadows Subdivision, 1st Filing, according to the official plat filed and of record in the office of the Clerk and Recorder of said County, as Document No. 1591993.

and

Lots 7 and 8, Block 1, Lots 8 and 9, Block 2, Lots 5, 6, 7, 12, 13, 14, 15, 16, and 17, Block 3, and Lot 1, Block 4, of Cloverleaf Meadows Subdivision, 2nd Filing, according to the official plat filed and of record in the office of the Clerk and Recorder of said County, as Document No. 1672355.

Co-owners, or joint owners of a lot shall be deemed to be one member for the purposes of voting and assessment.

3. **Annual Meeting.** The annual meeting of the members for election of Directors, approval of an annual budget, and the transaction of such other business as may properly come before them shall be held at the principal office of this corporation or at such other place that shall be set forth in the Notice of meeting. The annual meeting shall be held on the first Sat. of March of 1995 at 1:30 o'clock P. M. and on the first _____ of _____ of each and every year thereafter.

4. **Notice of Annual Meeting.** The Secretary-treasurer of this corporation shall give written notice stating the place, day and hour of the meeting by delivering the same not less than ten (10) days prior to the date of the meeting, if notice is personally delivered, or not less than thirty (30) days, nor more than fifty (50) days before the date of the meeting, if notice is delivered by mail, to each member of record entitled to vote at such meeting. The notice shall be deemed delivered when deposited in the United States mail addressed to the member at the member's address as it appears on records of the corporation with postage prepaid thereon.

5. **Special Meeting.** Special meetings of the Members may be called by the Board of Directors or by not less than twenty-five percent (25%) of all the members entitled to vote at the meeting. Notice of said special meeting shall be given in the same manner as notice for the annual

meeting as outlined in Section 4 above; provided, that the notice, in addition to all other requirements, must state the purpose or purposes for which the meeting is called. No business other than that specified in the Notice of Meeting shall be transacted at any such special meeting.

6. **Quorum of Members.** A majority of the members entitled to vote represented in person or by proxy shall constitute a quorum at a meeting of members. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. If a quorum is present, the affirmative vote of the majority of members represented at the meeting and entitled to vote on the subject matter shall be the act of the members unless the vote of a greater number is required by the Articles of Incorporation, these Bylaws, or the Declaration of Covenants, Conditions and Restrictions for Cloverleaf Meadows Homeowners Association, Inc. Approval of an increase in regular annual assessments which is more than 5% greater than assessments for the prior year, and approval of special assessments shall require an affirmative vote of 51% of the members.

If a meeting cannot be organized because a quorum is not present, those present may adjourn the meeting from time to time until a quorum is present at which time any business may be transacted that could have been transacted at the meeting as originally called.

7. **Voting.** As of the date Notice of Meeting is mailed each member shall be entitled to one (1) vote. For voting purposes, co-owners of a single lot shall be considered to be a single member, with one vote. A member may vote either in person or by proxy properly executed. At each election for directors, every member entitled to vote at such election shall have the right to vote in person or by proxy duly executed for as many persons as there are directors to be elected.

8. **Proxies.** Every proxy must be dated and signed by the member. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution. Every proxy shall be revocable by the member executing it.

9. **Order of Business.** The order of business at all meetings of the members shall be as follows:

- (a) Proof of notice of meeting or waiver of notice.
- (b) Reading of minutes of preceding meeting.
- (c) Reports.
- (d) Business.

10. **Informal Action.** Resolutions required or permitted to be approved by members may be approved without a meeting of members if the written resolution is signed by at least 51% of the members entitled to vote, and filed with the corporate records.

BOARD OF DIRECTORS

11. **Directors.** The Corporation shall be governed by a board of five persons, all of whom shall be members of the Corporation, who shall be elected by majority vote of the members present at the annual meeting. The Directors shall serve without compensation.

12. **Term.** At the first annual meeting of the Corporation, five Directors shall be elected. The term of two of the Directors shall be fixed for one year. The term of three of the Directors shall be fixed at two years. At the expiration of the initial term of each Director, an election shall be held; all successor Directors shall serve two-year terms. A Director may be re-elected to successive terms.

13. **Initial Directors.** Until the first annual meeting, GENE STUMVOLL, JIM DuBRAY,

CLAY SKURDAL, RANDY HAGEDORN, and SUSAN SULLIVAN shall serve as Directors.

14. **Powers and duties of Directors.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation, and may do all acts and things as are not by law, by these Bylaws or by the Declaration of Covenants, Conditions and Restrictions of Cloverleaf Meadows Homeowners Association, Inc., directed to be exercised and done by the members.

- (a) The Directors shall have the power to contract for improvements to, and maintenance of the park.
- (b) The Board shall have the power to levy and collect regular annual assessments.
- (c) The Board shall have the power to levy and collect special assessments approved by the members.
- (d) The Board shall prepare an annual budget and obtain contractors' bids for improvements and to maintenance of the park.
- (e) The Board shall have the authority to take appropriate legal action to collect delinquent assessments, to file a lien against any lot having delinquent assessments, and to levy penalties and interest charged in accordance with the Declaration of Covenants, Conditions and Restrictions of Cloverleaf Meadows Homeowners Association, Inc.
- (f) The Board shall have the power to enter into and carry out contracts as necessary to its duties herein.
- (g) The Board shall have the power to establish a bank account for the Corporation and to keep records in accordance with common accounting procedures.
- (h) The Board shall have the power to employ and pay a Secretary-Treasurer.

15. **Removal of Directors.** Any Director may be removed for good cause by a vote of a majority of the members entitled to vote, at any regular or special meeting of the Corporation called for that purpose. In the event of such removal, a successor may then and there be elected to fill the vacancy thus created.

16. **Vacancies in Board of Directors.** Vacancies in the Board of Directors caused by any reason other than the removal of a Director by vote of the members, shall be filled by a vote of the majority of the remaining Directors, and each person so selected shall serve until the next annual meeting of the Corporation, at which time the members shall elect a successor to fill out the balance of the unexpired term.

17. **Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of such regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three days prior to the date of such meeting.

18. **Special Meetings.** Special meetings of the Board of Directors may be called by the President on three days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, date, place and purpose of the meeting.

19. **Quorum.** A quorum of the Board for transaction of business at any meeting shall be a majority of the Directors.

20. **Proxies.** Only directors will be allowed an official vote. No Proxies shall be allowed under any circumstances.

OFFICERS

21. **Designation.** The officers of this Corporation shall be a President, a Vice-President and a Secretary/Treasurer.

22. **Election and Term of Officers.** The officers shall be elected by the Board of Directors, for a one year term. Officers may be re-elected for successive terms. The President and Vice President shall be members of the Corporation; the Secretary-Treasurer need not be a member of the Corporation.

23. **Payment of Officers.** The President and Vice-President shall serve without salary; the Secretary/Treasurer may be paid a reasonable salary, as determined by the Board.

24. **Removal of Officers.** Any officer may be removed at any time for cause by vote of a majority of the Directors then in office.

25. **Filling Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

26. **President.** The President shall be the chief executive officer of this Corporation and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the affairs of this Corporation. The President shall preside at all meetings of the Board of Directors and of the members.

27. **Vice-President.** In the absence or disability of the President, the Vice-President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to, all the restrictions upon the President.

28. **Secretary/Treasurer.** The Secretary/Treasurer shall keep the minutes of every meeting held and conduct such correspondence as the Board deems necessary. The Secretary/Treasurer shall have the care and custody of and be responsible for all funds and securities of this Corporation and shall deposit such funds and securities in the name of this Corporation in such bank or safe deposit companies as the Board of Directors may designate and shall have authority to pay out and dispose of all orders for payment of money under the direction of the President or the Board of Directors. The Secretary/Treasurer shall keep at the principal office of this Corporation accurate books of account of all its business and transactions and shall at all reasonable hours exhibit books and accounts to any Director or Member of this Corporation, shall render a report of the condition of the finances of this Corporation at each regular meeting of the Board of Directors and regular meeting of members, and shall perform all duties incident to the office of Secretary/Treasurer.

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

29. **Contracts and Instruments.** The President or Vice-President shall sign and approve all contracts and instruments on behalf of this Corporation, after authorization has been granted and approval obtained from a majority of the Board of Directors.

30. **Checks and Drafts.** All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness, issued in the name of or payable to this Corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors. In the absence of such determination by the

Board of Directors, such instruments shall be signed by any two (2) of the officers of this Corporation.

31. **Depository.** All funds of this Corporation shall be deposited from time to time to the credit of this Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

MISCELLANEOUS PROVISIONS

32. **Waiver of Notice.** Whenever any notice is required to be given under the provisions of law or under the provisions of the Articles of Incorporation or the Bylaws of this Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

33. **Amendment of Bylaws.** These bylaws may be altered, amended, or repealed and new Bylaws may be adopted by two-thirds (2/3) of the members entitled to vote, at any regular meeting or at any special meeting of this corporation.

34. **Transfer of Membership.** One membership is attached to each of the above-described lots within Cloverleaf Meadows Subdivision, 1st, 2nd and 3rd Filings; a membership shall not be transferable except upon transfer of said lot. Said membership is appurtenant to and runs with the lot.

35. **Expulsion of Members.** Members may not be expelled from the Corporation and their voting rights cannot be canceled. No member may withdraw from the Corporation so long as that member owns a lot in Cloverleaf Meadows Subdivision.

36. **Reimbursement of Costs and Expenses.** All officers and directors shall be reimbursed their costs and expenses directly incurred in work performed in furthering the purposes of this Corporation.

37. **Dissolution.** The Corporation shall be dissolved only if maintenance of the park in Cloverleaf Meadows Subdivision is assumed by some other entity. In the event of dissolution of the Corporation, the funds of the Association shall be divided equally among its members, after payment of all debts of the corporation.

BYLAWS DATED May 31, 1995.

Gene Stumvoll
GENE STUMVOLL

Jim Dubray
JIM DUBRAY

Clay Skurdal
CLAY SKURDAL

Randy Hagedorn
RANDY HAGEDORN

Susan Sullivan
SUSAN SULLIVAN

STATE OF MONTANA)
) ss.
County of Yellowstone)

On this 2nd day of May, 1995, before me, a Notary Public in and for the State of Montana, personally appeared GENE STUMVOLL, known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the same. Witness my hand and seal, the day and year herein above written.

Janet Shaw
Notary Public in and for the State of Montana
Residing at Billings
My commission expires 2-10-98

STATE OF MONTANA)
) ss.
County of Yellowstone)

On this 2nd day of May, 1995, before me, a Notary Public in and for the State of Montana, personally appeared JIM DuBRAY, known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the same. Witness my hand and seal, the day and year herein above written.

Janet Shaw
Notary Public in and for the State of Montana
Residing at Billings
My commission expires 2-10-98

STATE OF MONTANA)
) ss.
County of Yellowstone)

On this 2nd day of May, 1995, before me, a Notary Public in and for the State of Montana, personally appeared CLAY SKURDAL, known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the same. Witness my hand and seal, the day and year herein above written.

Janet Shaw
Notary Public in and for the State of Montana
Residing at Billings
My commission expires 2-10-98

*Clovelly Meadows
Homeowner's Lien*

to

Declaration By Laws

STATE OF MONTANA, }
County of Yellowstone, } ss.

I hereby certify that the within instrument was filed
in my office for record on this 31 day of
19 JUL 31 1995 o'clock

3:12 M. Under the above document number.

Witness my hand and official seal:

TONY NAVE

County Clerk & Recorder

By *Robert Sweeney* Deputy

42.00