



**CHURCHILL NORTH SUBDIVISION
COVENANTS CONDITIONS AND RESTRICTIONS**

WHEREAS, MARVIN DOORNBOS of P.O. Box 609, Manhattan, MT 59741, **HENRY DYKSTERHOUSE**, of 7240 Churchill, Churchill, Montana 59741, and **ALAN MILLER**, of 6070 Century Drive, Churchill, Montana 59741, hereinafter referred to as the "Developer" or "Developers", are the owners in fee simple of those certain lands more particularly described as Churchill North Subdivision, a tract of land being Lots 4 and 5 of Minor Subdivision No. 230, situated in the NW¼ of Section 13, Township 1 South, Range 3 East, M.P.M., Gallatin County, Montana, and hereinafter referred to as the "premises" or the "Subdivision"; and

WHEREAS, the Developer, by and through the within protective covenants hereby creates and imposes certain covenants, conditions, restrictions, limitations, and regulations as to the use of the said premises, which premises have been subdivided and platted into blocks and lots according to the plat thereof known as Churchill North Subdivision, and which plat has been, or will be, duly filed of record with the office of the Clerk and Recorder, Gallatin County, Montana, and the same is hereinafter referred to as the "plat";

NOW, THEREFORE, the Developer does hereby establish, dedicate, declare, publish, and impose upon the said real estate the following covenants, conditions and restrictions which shall run with the land and shall be binding upon and be for the benefit and value of the Developers and all persons claiming under them, their grantees, successors and assigns and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use, and development of the premises and to all improvements placed or erected thereon unless otherwise specifically excepted and shall have perpetual existence unless terminated by law or amended as herein provided.

1. USE, BUILDING & IMPROVEMENT COVENANTS

A. Residential Lots

1. Churchill North Subdivision has been surveyed into residential lots for single-family and multi-family dwelling units and park tracts for recreational purposes and for fire protection facilities, as shown on the plat which is incorporated herein by this reference.

2. One single family dwelling is allowed in each residential lot except one duplex is allowed on each duplex lot and one four-plex is allowed in each four-plex lot, an attached or detached private garage, outbuildings, a storage shed, playhouse and improvements such as decks, landscaping, trees, hedges, fences, and other like or similar improvements normally placed or installed in and around the yard of a residence are allowed for each dwelling. Any such detached garage, outbuilding, storage shed, playhouse shall be of the same material and color as the single family dwelling. Any plans for a dwelling on any

lot shall provide for off-street parking for at least two vehicles, which must include a garage at a minimum size of 22 feet by 22 feet for two vehicles. Owner may, and thus it is hereby contemplated, elect to convert dwelling units on multi-family dwelling lots to individual condominium or townhouse units.

3. All property owners, lessees, tenants, visitors, and guests shall have the right of access and use of the park areas which shall be dedicated to the public by the Developers and maintained by the Owners' Association. Owners' Association will plant grass and trees in the park area as a part of the initial development. The Owners' Association may plant additional vegetation and install improvements as it deems appropriate.

4. A single-family dwelling unit which has one story above ground level, two stories above ground level, or a one story with a partial second story above ground shall be constructed so as to include at least 1,500 square feet of living space at or above ground level on one floor above the ground level. All square foot measurements shall be taken exclusive of open porches, patios, carports, garages, or basements. Measurements shall be taken around outside walls. There is a 1,500 minimum square feet requirement for duplexes and 1,350 minimum square feet requirement for four-plexes.

5. No building, structure, alteration, or improvement shall exceed thirty-two (32) feet in height as measured from the average level of finished grade unless a variance for a greater height is applied for and granted by the Architectural Committee.

6. No building or structure shall be erected, placed, constructed, or remodeled so as to be less than 30 feet from the front lot line, less than 15 feet from the side lot lines, or less than 25 feet from the rear lot line. Corner lots shall have a 15-foot setback from the side lot line contiguous to a road. Variances may be granted on corner lots for setback.

7. There shall be no continuous parking on any street of any vehicle for more than 24 hours. After notice to the owner or as posted on the vehicle, the Owners' Association may have the vehicle towed away and impounded until the costs for such action have been paid.

8. No junk vehicles shall be parked on the street nor retained or parked on any lot. A junk vehicle is one which can not be driven away under its own power and/or does not have a current license plate.

9. There shall be no buried or above-ground fuel tanks. Small portable propane tanks for Barbeques and small portable gas containers for lawn and garden equipment are allowed.

10. No commercial use may be made of any lot except that home occupations, cottage industry or hobby-businesses may be conducted out of a residence by the owner or tenant if the following conditions are met:



- a) the business use shall be clearly incidental and secondary to the residential use of the lot. The dwelling must be constructed and occupied before the business operated.
- b) the business use shall be entirely conducted inside a dwelling, garage, or out building, including any storage of materials or equipment;
- c) the business use shall not occupy more than 400 square feet, total, of the residence, garage, and storage shed combined;
- d) non-resident employees shall not be allowed, nor shall excessive customer traffic, noise, or pollution generation be permitted;
- e) the business use does not constitute a nuisance to neighboring property owners;
- (f) no materials, equipment or machinery shall be allowed to be stored outside of the dwelling, garage or outbuilding.

Before a home business is commenced, the Lot Owner shall make application to the Architectural Committee describing the use and location. The Architectural Committee will determine if these criteria are met and whether or not the home occupation or hobby-business will be allowed.

11. Prior to or at the time that any dwelling is constructed, on any lot, the Owner must install at his or her expense a driveway approach together with a sufficiently sized approved culvert if required by the Architectural Committee for drainage. All driveways and parking areas shall be surfaced with asphalt or concrete. The top lot access surface shall be a minimum of eighteen feet (18') wide on collector roads and fourteen feet (14') wide on all other roads. Lot accesses shall be built to appropriate County standards, except for the minimum width. Access plans shall be part of the road plans, which are submitted for review and approval. Driveway culverts if required shall have a minimum diameter of fifteen inches (15") and shall extend a minimum of four inches (4") beyond the edge of the driveway.

12. All residences must be substantially completed within one year of the commencement of construction. Substantial completion shall mean that the exterior of the structure is complete and that the siding and roofing have been attached according to the plans approved by the Architectural Committee. Commencement of construction shall mean the date excavation for the foundation begins. No occupancy will be permitted until the exterior is completed. Construction of improvements shall only be permitted from 7AM to 8PM, Monday through Saturday.

13. No dusk-to-dawn ranch-type yard lights shall be allowed on any lot. Security motion lights and lamp posts are acceptable.

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Page: 4 of 20
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14. Exterior siding on all structures shall be of subdued colors unless otherwise approved by the Architectural Committee. Vertical panelized exterior siding is not allowed unless the Architectural Committee approves the design, materials, location of the siding or the house and the lot owner complies with all the conditions required by the Architectural Committee for the use of such siding.

15. Building materials shall be of standard or better quality and shall be approved for residential construction by the appropriate agencies and Architectural Committee, but in no event shall siding be made of vinyl.

B. Recreation Areas

1. The Developer does hereby grant to the Churchill North Subdivision Owners' Association forever the tracts designated as Parks on the Subdivision plat, provided that the maintenance of said park areas shall be undertaken by the Churchill North Subdivision Owners' Association, which shall have the right to establish reasonable rules and regulations for the use of the parks for recreational areas and for fire protection facilities.

2. Optional use of the park tracts by the Churchill North Subdivision Owners' Association as recreational areas and for fire protection facilities may include the placing, construction, and remodeling of buildings, structures, and improvements related or pertaining to such uses including, but not limited to, playgrounds, clubhouse, storage sheds, ponds including fire water storage pond(s), parking, water wells, pipelines, pumping stations for irrigation, maintenance and storage buildings, storage facilities for fire protection, shelter and comfort stations, sports facilities, together with easements for the installation of any such pipes, lines, wires, or access for such improvements as shall be necessary, together with such other easements as the Churchill North Subdivision Owners' Association may elect to install, but in no event shall such construction or such easements be inconsistent with these covenants or detract from the use and development of the subdivision.

2. EASEMENTS

A. Easements for electricity, natural gas, telephone, lighting, water sewer, cable television, and all other utilities or any other service or utility shall be and is hereby reserved in, on or under the utility easements shown on the plat for the benefit of the utility company supplying service to the lots or park areas and for the benefit of the Owners' of the lots and their successors and assigns, and such easements shall be appurtenant to each lot. Notwithstanding the provisions of this paragraph, easements for roads shown on the plat will be deeded to the public.

B. All utilities, pipe, and service lines shall be underground.



C. Easement areas may be landscaped by property Owners' so as to enhance their appearance so long as the landscaping does not interfere with the use of the area as an easement.

D. After installation, all easement areas shall be restored, at the expense of the utility or service entity doing the work, to as near the condition that existed previous to such work as possible.

3. ARCHITECTURAL COMMITTEE

A. There is hereby created an Architectural Committee, hereinafter referred to as "Committee" or "Architectural Committee", which shall consist of at least three (3) persons which may include a builder or architect. The Committee shall be initially appointed by the Developers and thereafter appointed by the Board of Directors of the Owners' Association. A majority of the Architectural Committee shall be Owners. The Committee shall act by majority vote.

B. Each member of the Committee shall serve until he or she resigns or is replaced by the Board of Directors of the Owners' Association.

C. The Board of Directors of the Owners Association may adopt such design review criteria, reasonable rules and adopt such procedures as it deems reasonable and necessary to carry out The Committees' functions and comply with the intent of the provisions of these covenants.

D. No structure, construction, landscaping, parking, sign, fence, wall, or other improvement shall be commenced, placed, constructed, erected, restored, reconstructed, altered, added to, or maintained on any lot until site plans, building plans and specifications, floor plans, elevations, and such other information as the Committee may reasonably require, including without being limited to size, shape, location, colors and building materials have been submitted to, reviewed and approved by a majority of the Committee and a written building permit is issued to the applicant. The Committee may conditionally approve the plans, subject to the Lot Owner complying with the Committee's requirements. All structures placed on a lot shall be of similar design, identical materials and colors consistent with the dwelling.

E. No mobile homes or modular construction shall be allowed.

F. All construction materials shall be new on the site. Old homes may not be moved onto a lot.

G. Stone, logs and other natural materials are allowed.

H. All construction and improvements shall comply with prevailing standards of sound and proper construction. The Owner and contractor shall be responsible for complying with all applicable building codes.

I. The Committee shall have the authority to disapprove materials, locations, designs or plans if they are not in compliance with these covenants, the design review criteria adopted by the Board of Directors or prevailing standards of design and construction.

J. A lot owner may apply for a variance from the Covenants in cases of minor deviations from the Covenants. The Committee may, at its discretion, approve, recommend or conditionally approve variances to the building and improvement covenants or minor variances to the other covenants when it determines the same to be reasonable and will not be incompatible with the developing neighborhood and will not have a substantial affect upon the viewshed of neighbors. A written application for a variance must be made to the Committee. A majority of the Committee shall approve, conditionally approve or deny the variance in writing within fifteen (15) days after receipt of the application. If a variance is not recommended by the Committee, the Lot Owner may appeal the decision to the Board of Directors who shall reconsider the variance in accordance with the guidelines herein set forth.

K. All improvements, construction, re-construction, alterations, re-modeling, or any activity requiring the approval of the Committee must be completed in substantial compliance with the plans and specifications approved by the Committee. All such construction must be completed within 1 year from the date construction is commenced.

L. The Committee or the Board of Directors shall have the power, authority, standing, and right to enforce the Committee's decision in any court of law or equity when it reasonably believes the same have been violated and shall have the authority to revoke or suspend building permits and/or order suspension or cessation of any construction or work in violation of these covenants or of any permit issued by the Committee.

M. The Committee may require reasonable fees to be paid with the filing of plans and specifications and the issuance of building permits.

N. The Committee shall be governed by the following general guidelines in its consideration of site plans and floor plans and specifications submitted for its approval:

1. A landscape plan must be provided for each residence constructed on a lot and completed within one year of completion of construction. Landscaping and underground sprinklers are required to enhance the value of the property and the aesthetics of the site. Landscape, grading and irrigation plans shall be submitted and approved by the Architectural Committee concurrently with the house plans. In locating bushes and trees, consideration must be given to surrounding neighbors concerning view corridors. Landscaping and sprinkler work must be completed within one year of occupancy. The majority of a lot outside of the structures shall be planted with grass and regularly mowed and maintained.



2. Fences shall be constructed of wood or chain link or prefab lattice material not to exceed six (feet) in height. No jack leg or three strand wire, barbed wire, chicken wire, hog wire, or other wire materials may be used to construct the exterior fences. Fencing must be approved by the Architectural Committee.

3. In considering any plans or specifications, the Committee shall examine the suitability of same to the site, including the materials of which it is to be constructed as well as the relationship and viewshed of the same to the neighborhood and to the adjacent properties and the compatibility with the other residences in the neighborhood.

4. All plans and specifications shall be in full compliance with all of the terms and provisions of these covenants except for any variances which may be granted by the Committee for such plans and specifications.

5. All plans and specifications must be acted upon by the Committee within twenty (20) days after the day they are submitted or they will be deemed to have been approved; provided, however, that the structures must still comply with the applicable provisions of these covenants and the covenants shown on the plat.

6. The Committee may adopt written design and site review guidelines for improvement of the lots and, after approval by the Board of Directors, shall deliver or mail to the Lot Owners the guidelines and make the written guidelines readily available to the Lot Owners. From then on, the written guidelines for future construction shall be effective and binding upon each Lot Owner.

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

4. **OWNERS' ASSOCIATION**

A. An Owners' Association is hereby established, known as Churchill North Subdivision Owners' Association, hereinafter referred to as the "Owners' Association" or "Association", for the purpose of promoting, developing, maintaining, administrating and operating the Subdivision and the area, and performing the duties and responsibilities imposed upon the Association in accordance with those Covenants and the laws and regulations of the State and County of Gallatin, and assessing and collecting the costs and expenses of the Association including, but not limited to, water rights, recreational facilities, and fire protection facilities as may be more specifically designated; as well as road maintenance, grading, graveling, snow removal, and/or surfacing and park and other common area maintenance. All Owners' of real property within the Subdivision shall be



7B. UTILITY LINES AND ANTENNAS

No sewer, drainage, utility lines or wires or other devices for the transmission of electric current, power or signals, including telephone, television, microwave or radio signals shall be constructed, placed or maintained anywhere in or upon any portion of the property other than within the buildings or structures, unless the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in or under buildings or other structures. No antennae for the transmission or reception of telephone, television, microwave or radio signals shall be placed on any lot without prior written approval of Declarant and/or Association. Ham Radio type antennae are specifically prohibited. Nothing contained herein shall be deemed to forbid the erection or use of temporary power or telephone facilities incidental to the construction or repair of buildings on the property.

8. SIGNS

All signs, billboards, posters, displays, advertisements, or any structures relating thereto shall have received approval of the Committee prior to installation or use; which restrictions shall also include signs for identification of streets, residences, and directional or location markers or signs. Signs shall not be permitted on the private, public or commonly owned lands within Churchill North Subdivision except as follows:

- a. Each home must be clearly labeled with the address assigned to it by the U.S. Postal Service.
- b. One address and family name sign shall be allowed. It shall be no more than 2 square feet of surface area, and must be attached to the principal residence.
- c. Temporary construction signs shall be allowed on the same lot as the construction activity, provided such signs are removed upon completion of the home.
- d. One temporary sign advertising a lot or home for sale shall be allowed, provided it does not exceed 6 square feet on any one face, and it is removed when the lot or home is sold. The sign must be placed on the property that is for sale unless there is written permission by the property owner of the property where the sign is placed.
- e. Directory signs may be placed within the common area or open space as the Board of Directors decides is necessary. Directory signs must be combined with landscaping features, be no more than 3 square feet in surface area, and made of wood or metal as approved by the Architectural Committee.
- f. During the initial period in which Churchill North Subdivision is being sold, Declarant may erect "Subdivision for Sale" type signs.



9. ANIMALS

A. No livestock, poultry, or other animals, except one dog and two cats per residence, pet birds, or other small in-house pets, are allowed to be maintained on a lot

B. All dogs, cats, and other pets shall be strictly controlled by their owners so as not to annoy or interfere with the use of the Subdivision by other owners and to prevent the interference or harassment of wild birds or animals in the Subdivision or on surrounding or adjacent properties. Dogs, cats and other pets shall be kept tethered or confined on the owner's property and shall not be permitted to roam free onto other lots or the park areas without being on a leash or under the owner's immediate control. If an animal becomes a nuisance, hazard, or threat to other persons or animals in the Subdivision or to wild animals, the Committee may order the owner of such animal to remove the animal from the Subdivision, and assess a \$100 fine per occurrence of this violation.

C. The commercial breeding, care, raising, or keeping of any animal is forbidden.

10. ENVIRONMENT

A. Every attempt shall be made to preserve and protect the environment indigenous to the area. All areas not utilized as sites for improvements on lots, where disturbed by construction or any human activity, shall be landscaped with lawns, gardens, flower beds, trees, shrubbery or exterior living areas. Every building site must include a landscape plan for approval by the Committee and must provide for the planting of grasses, trees, shrubs, and other landscape features serving to enhance the appearance of the site. Landscape improvements must be installed within the planting season immediately following exterior completion of the residence.

11. MINING

A. No mining, quarrying, excavation, oil drilling, or like development shall be allowed in or on the premises except for such excavation as may be necessary in connection with the construction or placing of structures, improvements, driveways or roads thereon in accordance with the terms and restrictions of these covenants.

12. TEMPORARY STRUCTURES

A. No temporary structures, trailers, campers, tents, shacks, or similar structures shall be used at any time on the premises for temporary or interim habitation purposes except for the construction period and then only with the prior approval of the Committee and for a period not to exceed 7 months. Recreational trailers, boats, four wheelers, snowmobiles, tepees, campers, motorcycles, or other similar articles may be kept or stored on the premises so long as they are not used for habitation on the premises other than for construction as set forth above. However, motor homes and recreational trailers may be parked on a lot and occupied by visitors or guests for a period not to exceed 2

weeks or 14 consecutive days in any 6 month period.

13. NUISANCE

No noxious or offensive use or activity shall be carried on within the Subdivision nor anything done or permitted on or in the premises which shall constitute a public nuisance.

14. LAWN CARE AND WEED CONTROL

A. Every Lot Owner shall be responsible for the care of his or her lot, including weed control. If a residence is constructed on a lot, the landscaping shall be installed within a reasonable length of time considering the season. Once installed, the landscaping, i.e. lawn, trees, shrubs, etc., shall be cared for and not allowed to deteriorate or become unsightly and detract from the neighborhood.

B. Both improved and unimproved lots shall be kept free of weeds. If the lot must be cleared of weeds and the owner fails to do so after notice from the Committee or any persons in the Subdivision, the remedies set forth in Section 17 below may be invoked.

C. Weeds shall be controlled in the parks by the Owners' Association. The Owners' Association shall have the authority to levy assessments to cover the cost of such control as it deems necessary.

15. CONSTRUCTION

All construction on or in the premises shall be diligently prosecuted to completion and, except for recreational construction in the parks, shall in any event be completed within 12 months of commencement unless specific written extension is granted by the Committee. No construction material shall be placed or stored so as to impede, obstruct, or interfere with pedestrian or vehicular traffic, and no construction materials shall be placed or stored on residential lots for a period in excess of 30 days following substantial completion of construction as shall be determined by the Committee. No burning of material on site and the construction site shall be kept in a neat and orderly fashion.

16. COVENANTS REQUIRED BY GALLATIN COUNTY

A. The control of County-declared noxious weeds shall be the responsibility of the Owners' Association.

B. All park areas shall be maintained by the Owners' Association.

C. All fences bordering agricultural lands shall be maintained by the Owners' Association in accordance with State Law.

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Page: 15 of 20
10/05/2005 11:43A
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- D. All structures shall be built in compliance with the Uniform Building Codes.
- E. All public roads within the Subdivision shall be maintained by the Owners' Association. A plan for the long-term road maintenance and road maintenance while construction of the Subdivision occurs shall be adopted by the Board of Directors of the Association.
- F. Lot Owners' are placed on notice that adjoining land adjacent to the Subdivision is agricultural and is used for customary farming and agricultural operations; and the Lot Owners' affirm neighboring landowner's right to farm and use their land for the customary and usual agricultural purposes prevalent in the adjacent areas. Farming practices can result in dust, animal odors, flies, smoke and machinery noise. Standard agricultural practices feature the use of machinery early in the morning and sometimes late into the evening.
- G. All houses shall display house numbers clearly for emergency identification.
- H. No amendment or variance to these covenants set forth in this paragraph 15 shall be effective until approved by the County Commissioners of Gallatin County.

17. **ENFORCEMENT**

- A. In the event of any violation or threatened violation of these covenants, any owner of real property in the Subdivision, or the Association, may enforce these covenants by legal proceedings in a court of law or equity, including the seeking of injunctive relief and damages. In connection with such legal proceedings or as a separate remedy, the Association may enter upon the property in question and remove, remedy, or abate the violation or threatened violation after first having given proper notice and a reasonable opportunity for the violator to take action himself or herself to comply with these covenants or to show cause why he is not in violation of the same, as set forth in sub-paragraph 17 B and C below.
- B. Notice as required in sub-paragraph 17 A above shall be in writing and shall be served on the person or entity concerned and shall specify the violation or threatened violation, identifying the property, demand compliance with the terms and conditions of these covenants, and state the action which will be taken under sub-paragraph 17 A above if the violation is not abated, remedied, or removed. If such notice cannot be personally served after a reasonable effort to locate the person or entity to be served, service may be had by mailing a copy to the last known address of the violator and/or posting a copy of such notice at a conspicuous place on the property which is the subject of the violation. Each Lot Owner shall be responsible to maintaining his current address with the Association.
- C. After delivery of such notice to the Owner, the Owner shall have fifteen (15) days to respond to the notice and may request a hearing before the Board of Directors or a

**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR THE SETTLEMENT, A PLANNED RESIDENTIAL COMMUNITY,
CHURCHILL, MONTANA**

This Declaration, made on the date hereinafter set forth by Betty Dyk, et al, a Montana resident, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the County of Gallatin, State of Montana, which is more particularly described as:

Certificate of Survey No. 1070C on file and record with the Gallatin County Clerk and Recorder also referred to as a re-survey of Parcel "A" and portions of Parcel "B" of Certificate of Survey No. 1070, located in the SW 1/4 of Section 13, Township 1 South, Range 3 East, P.M.M., Gallatin County, Montana.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall insure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to The Settlement Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties. Owner shall also include the purchaser under a Contract for Deed.

Section 3. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision of the properties, with the exception of the common area.

Section 5. "Declarant" shall mean and refer to Betty Dyk, et al.

Section 6. "Common Area" shall mean park areas, roadway, drainage areas, fire protection water system, wells, pump houses.

acts of the Owners shall include maintenance and repairs required as a result of utility repairs of other actions or contractors or agents of the Owner performed outside the boundary of his Lot.



All parks, trails and common areas are to be maintained by the Homeowners' Association. All fences bordering agricultural lands shall be maintained by the Homeowners' Association in accordance with state law.

The covenants and restrictions of the Declaration on exterior maintenance shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association and the Owner of any Lot subject to this Declaration.

ARTICLE VI - UTILITIES

Section 1. Refuse Disposal. No part of the above described property shall be used or maintained as a dumping ground for rubbish, trash or garbage. All waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall comply with all applicable laws and regulation.

Section 2. Easements. At no time will patios, barbecues or other permanent structures be erected upon any utility easement within the exterior boundary of a Lot. Fencing of a permanent nature shall be permitted only if it is of a type that is easily and quickly removed in the form of panels, gates or other similar units of construction.

Section 3. Reservations of Utility Easements. Each Lot in the above described property shall be subject to an easement for the purposes of construction, operating, maintaining, enlarging, reducing, removing, laying or relaying lines and related facilities and equipment for utilities including but not limited to those providing heat, communication and electrical power.

Section 4. Water use fees. A water hook-up fee of \$1,750 will be payable 10 days after hook-up to The Settlement Subdivision. The homeowners association may, through due process, assess a monthly fee.

ARTICLE VII - ARCHITECTURAL CONTROLS

Section 1. Temporary Structures, Trailers Forbidden. No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage or any other outbuilding shall be used on any Lot at any time as a residence. Either temporarily or permanently. All structures must be maintained in a reasonable manner to present a neat and attractive exterior appearance.

Section 2. Landscape Plan. Landscaping plans shall be submitted to the Architectural Control Committee for their approval and the landscaping shall be completed within twelve (12) months after the owner's first occupancy of the residence. As part of the landscape plan the requirement for boulevard trees shall be required by the owner.

Section 3. Minimum Residence Requirements. All single family dwellings shall have a minimum of 1,000 square feet of floor space together with a single-car attached garage. The 1,000 square feet must be at or above grade and is excluding basements, garages, carports, porches, etc. It is the intention of this covenant to insure that all dwellings shall be of a quality workmanship and materials substantially the same as, or better than, other dwellings in the development. All plans must be approved by the Board of Directors or their assigned representatives.

Section 4. Exterior Siding. The exterior siding of the structure shall consist of wood, wood look-a-likes or wood product, brick, stone, stucco or other manufactured exterior good quality materials, including insulated metal or vinyl siding. However, no sheet or panel metal siding nor cement block siding is allowed. No panel siding similar to T1-11 siding or plywood sheet siding is allowed.

Section 5. Roofs of Structures. The roof shall be covered with shakes, tiles or shingles and no rolled roofing shall be allowed. All roofing materials shall be flame retardant. Exposed aluminum or silver flashing around the chimneys or roof valleys shall not be allowed unless colored. Textures or painted to match the roof design and color. Rain gutters are allowed, provided the same are colored to match the trim or color of the roof. Steel galvanized gutters are not allowed. The roofs shall have a minimum pitch of 8/12. Further, all structures shall be constructed so that the roof overhang and gable end are a minimum of 12 inches.

Section 6. Foundation of Structures. All foundations for living structures constructed on the real property which is the subject of this Declaration shall be constructed from masonry materials, foundations constructed from wood or other material are expressly prohibited.

Section 7. Colors of Structures. The exterior colors of the structure shall be earth tones, pastels, white or wood colors. No bright or shiny colors or exterior siding shall be allowed. For example, bright oranges, royal blues, pinks, purples and like bright colors are not allowed.

Section 8. Exterior of Structures. The exterior design, style and colors of each of the outbuilding and structures on a Lot shall conform to the design, style and colors of the residence. Roof fascia trim on any structure constructed on the real property which is the subject of this Declaration shall extend downward on the roof and be visible for at least 4 inches.



Section 9. Entrances. The main entrance to the living structures constructed on the real property which is the subject of the Declaration shall be architectural defined and enhanced by incorporating an entry port or gable extending over the entrance. All driveways shall be asphalt or concrete.

Section 10. Architectural Enhancement. Any residential structure constructed on the real property which is the subject of this Declaration shall contain an offset or set back in its architectural design and construction of a minimum of 2 feet between the residence and attached garage or, in the alternative, a construction of a minimum of 2 feet between the residence and attached garage or, in the alternative, a 2 foot offset or set back of at least 30% of the total linear distance of the front facade of the residence.

Section 11. Any dwelling within The Settlement shall be built and used for single-family residential, non-commercial dwellings only. All dwellings shall be constructed as single-family residential, non-commercial purposes only.

Section 12. The height of all structures erected within the confines of the real property which is the subject of this Declaration shall be controlled by the architectural review committee enacted by the Homeowners Association. Single-family residential structures shall conform to the set backs identified on the approved site plan for the development. Building height shall not exceed the height limits of 35 feet.

Section 13. Accessory Buildings. All necessary buildings, such as garages and storage buildings, shall be architecturally compatible with the residence on or being constructed on the Lot.

Section 14. Fencing. Backyards and side yards may be fenced with wood or materials that look like wood. No chain link or wire fences shall be allowed. Fences shall be maintained in good condition.

Section 15. Dog Kennels. Dog kennels are allowed provided they do not exceed 10 feet by 20 feet in size and are located in the rear yards and screened or fenced from the neighbors' view. Such kennels are to be kept in a clean and odor free condition at all times.

Section 16. Street lighting. Upon construction of each home, a light of a design prescribed by the Architectural Control Committee shall be installed by the Owner where the driveway intersects the front property line. The light must be activated by photocell for night time operation. The owner shall be required to provide power and maintenance for the light.

Section 17. The front set back for any single-family residential dwelling shall be no more than 10 feet beyond the building envelope line, shown on the project's Master Development Plan, or as approved by the Architectural Control Committee.

Section 18. The Architectural Control Committee may make such reasonable rules and bylaws and adopt such procedure as it deems necessary to carry out its functions, which rules, bylaws and procedures may not be inconsistent with the provisions of these covenants.

Section 19. No buildings, construction, landscaping, parking, fence, wall or other improvements shall be placed, construction, erected, repaired, restored, reconstructed, altered, remodeled, added to or maintained on any Lot or area until building and site plans and specifications, and such other information as the Committee may reasonably require, including, without being limited to colors, building materials and models, have been submitted to, and approved by a majority of the Architectural Control Committee in writing; nor may the same be commenced until the Architectural Control Committee shall have issued a permit allowing such improvements.

Section 20. No mobile homes or modular construction shall be allowed and all construction shall be new on the site e.g., previously built homes may not be moved into the subdivision and placed on a new foundation.



Section 21. The Architectural Control Committee shall require that all construction complies with the provision of the following standard codes on their amendments:

- (1) Uniform Building Code;
- (2) International Conference of Building Officials;
- (3) National Plumbing code;
- (4) National Electric Code;
- (5) National Fire Protective Association;

Section 22. The Architectural Control Committee shall have the authority to reject materials, designs submitted with plans, or the plans themselves if they are not compatible with, or are inappropriate for the rest of the subdivision.

Section 23. All improvements, construction, reconstruction, alterations, or remodeling requiring the approval of the Architectural Control Committee must be completed in substantial compliance with the plans and specifications initially approved by the Committee. All such construction must be completed within one (1) year from the date construction is commenced.

Section 24. The Architectural Control Committee shall have the power, authority, standing and right to enforce the covenants in any court or law or equity when it

reasonably believes the same have been violated, and shall have the authority to revoke or suspend building permits and/or order suspension or cessation of any construction or work in violation of these covenants or of any permit issued by the Committee.

Section 25. The Architectural Control Committee may require reasonable fees to be paid with the filing of plans and specification and the issuance of building permits.

Section 26. The Architectural Control Committee or the individual members thereof may not be held liable by any person for any damages which may result from Committee action taken pursuant to these covenants, including but not by way of limitation, damages which may result from correction, amendment, change or rejection of plans, the issuance of building permits, or any delays association with such action on the part of the Committee.



Section 27. Fire Protection. Spark arrestor screens shall be placed on wood burning fireplaces and wood stove chimneys. Smoke detectors shall be installed on each level of dwelling units. Areas within 30 feet of habitable structures shall be cleared of all potential fire hazards. Catalytic convertors shall be required on all wood stoves.

ARTICLE VII - USE RESTRICTIONS

Section 1. No residence or other structure erected on the real property which is the subject of this Declaration shall be used for any commercial endeavor or activity not including home occupations. It is the express intent of the Declarant that the real property which is subject of this Declaration be devoted to creating a neighborhood consisting of single-family residential units and preserving within the community so created a quiet, peaceful, harmonious existence between the neighbors.

Section 2. Approval of use of the Property for home occupations may be permitted by the Architectural Control Committee, provided that the use therefor shall be clearly incidental and secondary to the use of the lot for residential purposes and shall be limited in location to the inside of a dwelling or attached appurtenances. No home occupation or hobby shall occupy more than twenty percent (20%) of the gross floor area of a residence, nor more than four hundred (400) square feet of the gross floor area of an accessory building. Examples of home occupations are: professional offices and art studios. No home occupation shall be allowed without the express written approval of the Architectural Control Committee. Anyone applying for permission to use the premises for a home occupation shall supply the Architectural Control Committee with a description of the home occupation, its proposed location, and the extent to which the premises is to be used for the home occupation, and such other information as may be required by the Design Review Committee.



Section 3. Animals. No livestock shall be permitted within any lot. Two dogs, cats or other household pets will be allowed, provided they are confined to the Lot of their Owner. Household pets may not be kept, bred or

maintained for any commercial purposes. Pets cannot be allowed to become a nuisance or annoyance to neighboring property Owner nor can they be allowed to wander at large or bark uncontrolled. If new owners have more than two pets, permission to keep those pets must be obtained from the Architectural Control Committee.

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APP

Section 4. Storage of Equipment. No Lot shall be used for the storage or any inoperable vehicle, machinery or equipment. No Lot shall be used for storage of any article, vehicles, equipment or other personal property of any quantity in excess of the immediate needs and personal use of the Owner of a Lot or the occupants thereof as the case may be. All inoperative, unlicensed, non utilized vehicles, motorized or non-motorized must be removed within two weeks.

Section 5. Commercial Vehicles. No Lot shall be used for the parking or storage of any commercial trucks, large commercial vehicles or other heavy equipment, except as may be necessary during reasonable periods of construction.

Section 6. Recreation Equipment. All campers, trailers, motor homes, boats, and all other recreation equipment and the like shall only be parked on the Lot in compliance with the limitation of Section 2 and 3 above. IN no event shall such equipment be parked on public roads. Such equipment must be enclosed in garage or otherwise screened areas. Screening design must be approved by the Board of Directors.

Section 7. Offensive Activity.

- a. No noxious or offensive activity shall be carried on upon any portion of the above described property, nor shall anything be done thereon which may be, or may become, an annoyance to the neighborhood.
- b. No fireworks of any kind may be bought, brought into, discharged or stored on the above. Describe property.
- c. No firearms shall be discharged on the above described property.
- d. Open fires shall be prohibited.

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Any violation of city ordinances, zoning or other regulations shall be a violation of these covenants and can be enforced by the Association or individual Lot Owner.

ARTICLE IX - GENERAL PROVISIONS

Section 1. Effects of Covenants on Mortgage. A breach of any of the foregoing provision, conditions, restriction or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value on any Lot, or portion of any Lot, and any improvements thereon, but said provision, condition, restriction and covenants shall be binding upon and effective against any Owner thereof whose title thereto was acquired by foreclosure, trustee sale or otherwise.

Section 2. Incorporation by Reference. In any conveyance of the lands covered hereby, it shall be sufficient to insert a provision herein to the effect that the conveyance is subject to the restriction and covenants contained in this document, without setting forth such restriction and covenants verbatim or substance in such conveyance.

Section 3. Enforcement. Enforcement of these covenants shall be by procedure of law or in equity against any person or persons violating or attempting to violate any covenants, and the legal proceedings may be either to restrain or violation of the covenants or to recover damages, or both. Each person who has been found by a court of competent jurisdiction to have violated one or more of these covenants shall be liable for all attorney's fees and costs incurred in connection with the litigation. The failure of any Owner or Owners of any Lot to enforce any of the restriction set forth herein shall be personally binding upon any person, persons or corporation, only with respect to breaches committed during its, his or their ownership of or title to any of said tracts and any part thereof.

Section 4. Severability. invalidation of any of these covenants by a judgement or a court order shall in no way effect any of the other provisions, but they shall remain in full force and effect.

Section 5. Amendment. The covenants and restriction of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the Owner of not less than sixty percent (60%) of the Lots, each Lot being entitles to one (1) vote.



Any covenant which is included herein as a condition of preliminary plat approval and required by the County Commission may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in these covenants and the governing body of Gallatin County.



Section 6. Lot owner and residents of the subdivision are informed that adjacent uses may be agricultural. Lot owner accept and are aware that standard agricultural and farming practices can result in dust, animal odors, flies, burning, and machinery noise. Standard agricultural practices feature the use of heavy equipment, chemical sprays and the use of machinery early in the morning and sometimes late into the evening.



Section 7. The control of county declared noxious weeds shall be the responsibility of the Homeowners' Association.

Section 8. All interior roads are to be maintained by the Homeowners' Association. Leonard Road and Bellview Street are to be jointly maintained by the Homeowners' Association and adjoining property owners.

RESTRICTIVE COVENANTS FOR
EMMELKAMP SUBDIVISION

WHEREAS, The undersigned, Andrew and Margaret Emmelkamp, Keith and Karen Emmelkamp, and Robert L. and Linda D. Duffin, of Churchill, Montana, filed a plat of certain lands in Gallatin County, Montana, known as Emmelkamp Subdivision with the Clerk and Recorder of said County on the 19 day of Dec 1985 in Book 11 of Plats, page 130.

WHEREAS, The undersigned are the owners of the Lots in said Subdivision and desire to place restrictions upon said lots for the use and benefit of themselves as present owners and for the future owners thereof.

NOW, THEREFORE, This declaration of restrictions and conditions is made to apply to the following described property, to-wit:

All lots within Emmelkamp Subdivision, Gallatin County, Montana,

All persons or corporations who now or shall hereafter acquire any interest in and to the above described property shall be taken and held to agree and covenant with the owners of the Lots in said Subdivision and with their heirs, successors and assigns, to conform to and observe the following covenants, restrictions, and conditions as to the use thereof and as to the construction of single family dwellings and improvements thereon.

These covenants and restrictions are designed to provide a uniform plan for the development of the whole of said Subdivision.

1. No lot or building plot shall be used except for strictly residential purposes, and no business, trade or manufacture of any sort or nature shall be conducted thereon which will detract from the residential nature of the subdivision.
2. No swine, goats, horses or cows shall be permitted on said premises, nor shall dogs or other pets be raised or cared for on said premises on a commercial basis. All dogs, cats and pets shall be strictly controlled by their owners to prevent them from becoming a nuisance to the neighbors.
3. Said lots shall be used for single-family private residents only. No building for dwelling purposes containing less than 1040 square feet of living space based on the perimeter of the foundation shall be erected upon the property hereinbefore described; such dwelling house may not be more than two stores in height. The above measurements shall be exclusive of open porches, garages and carports.
4. No old or used lumber, material or buildings shall be moved on or used in the construction of the dwelling house or outbuildings on said premises.
5. The construction of all dwelling houses, garages or other outbuildings shall be completed within one (1) year after the date of the start of the construction upon the same.

6. No structures of a temporary character, trailer, mobile home, basement, tent, shack, garage, bar, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any residential structure be occupied for residential purposes until completely finished.
7. There shall be no construction or improvement of any kind within six (6) feet of the side boundaries of each lot. The minimum rear yard shall be at least twenty-five (25) feet. There shall be no construction of a building within twenty (20) feet of any dedicated road or cul-de-sac serving any of the lots covered by these restrictive covenants.
8. No dwelling house shall be constructed on any of the tracts in said subdivision until the plans for said dwelling house have been submitted to and approved by an architectural committee, which architectural committee shall be composed of _____ and _____ and an architect appointed by said subdividers. In the event of death or resignation of any member of the architectural committee, a new member for said committee shall be elected by a vote of the owners of said tracts in said subdivision to have one (1) vote for the election of the new member, and the owner of each tract upon which a dwelling house has been constructed to have an additional vote for the election of said new member.
9. No trash, waste, garbage, junk or refuse shall be thrown, dumped or left on any portion of the property and no burning of the same shall be permitted. Each owner shall provide suitable receptacles for the containment and collection of refuse of all types, which must be enclosed, screened or otherwise unexposed to public view. Nothing contained herein shall be construed to prohibit or deny the installation and use of wood-burning fireplaces or patio barbecues.
10. No wrecked or inoperable motor vehicles or units shall be left on any portion of the premises in open view for a period exceeding thirty (30) days.
11. The owner of each lot shall control weeds and noxious plants and shall prevent the same from going to seed by cutting the same or by other methods of control.
12. Firearms shall not be discharged on the lots in this subdivision.
13. All outside fuel tanks shall be buried or concealed under a frame cover.
14. These covenants and restrictions may be enforced by the owner of any tract in proceedings at law or in equity against person or persons violating or attempting to violate any covenant either to restrain a violation thereof or to recover damages.
15. The failure by any of the parties hereto or any subsequent tract owners to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or in any way prejudice the right to enforce that covenant thereafter or to collect damages for any subsequent breach of covenant.

16. No activity, business, land use, etc., will be allowed within Emmelkamp Subdivision which would cause contamination of the water supply for the subdivision or the surrounding properties.

17. Invalidation of any one (1) of these covenants by Judgment of court order shall in no way affect any of the other covenants or provisions, all of which shall remain in full force and effect.

A Homeowners' Association will be formed by the owners in Emmelkamp Subdivision for the purpose of maintaining the multi-family water system and roads until such time as other governing bodies shall take over such duties.

These covenants are to run with the land and shall be binding on all parties and person claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants automatically shall be extended for successive periods of ten (10) years unless changed in whole or in part as hereinafter stated.

These covenants may be changed in whole or in part at any time by an instrument in writing signed by the owners of seventy-five percent (75%) of the lots affected thereby, and recorded in the office of the County Clerk and Recorder of Gallatin County, Montana.

IN WITNESS WHEREOF, we have hereunto set our hands this 5th day of Dec, 1985

Karen Emmelkamp
Keith Emmelkamp

Robert J. Duffin
Linda D. Duffin
Andrew Emmelkamp
Margaret Emmelkamp

STATE OF MONTANA)
) ss.
County of Gallatin)

On this 5th day of Dec 1985, before me, a Notary Public for the State of Montana, personally appeared

Robert J. Duffin - Linda D. Duffin

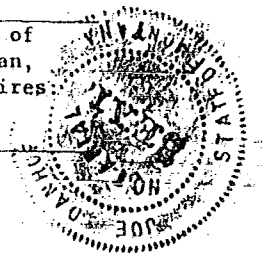
known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledge to me that they executed the same

Andrew Emmelkamp Margaret Emmelkamp Keith Emmelkamp Karen Emmelkamp

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

John Daubhof
Notary Public for the State of Montana. Residing at Bozeman, Montana. My commission expires

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INDEXED
FILED

148740

OFFICE OF COUNTY RECORDER,

STATE OF MONTANA

COUNTY OF GALLATIN.

THIS INSTRUMENT WAS FILED FOR RECORD IN THIS OFFICE ON THE 19th DAY OF December A.D. 19 85
AT 12:17P M., AND WAS DEEPLY RECORDED IN BOOK 90
OF MISCELLANEOUS RECORDS. PAGE 1913

Fee \$ 15.00 Gary W. Pringle RECORDER. BY Janet C. Moe DEPUTY
Re: Rocky Mtn. Engineers

Godfrey Canyon Estates

FORM 67 PAGE 2531

northerly boundary of Certificate of Survey No. 769, a distance of 213.72 feet, to the point of beginning, and containing 17.5871 acres.

2. The name of the subdivision shall be Godfrey Canyon Estates Subdivision.

II.

GENERAL PURPOSES OF CONDITIONS

1. The real property described in Article I hereof is subject to the conditions, restrictions, regulations, reservations and easements hereby declared to insure the best use and most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property and to preserve, so far as practicable, the natural beauty of such property; to prevent the erection of structures built of improper or unsuitable materials; to insure the highest and best use and development of said property; and to encourage and secure the erection of attractive buildings thereof; and in general to provide adequately for a high quality of improvements on said property. The property hereinafter described is made specifically subject to the following.

III.

RESIDENTIAL LAND USE REGULATIONS

A. USE PERMITTED:

1. Only one single dwelling shall be permitted on a single tract.
2. All exterior construction must be completed within one year from date of commencement of construction.
3. No single family dwelling house on any tract shall have less than 1,100 square feet of ground floor area. This is exclusive of garages, carports, porches, or any other addition thereto. No dwelling shall be constructed on any lot in said subdivision of a height greater than two stories.
4. One temporary building, such as a storage shed or shop, may be used on any tract during the course of continuous construction, not to exceed one year from start of construction.
5. No permanent dwelling building can be used as a dwelling until house is completely enclosed and the roof is on.
6. No store, theatre, tavern or entertainment establishment of any kind, or any shop of any kind, set up as a permanent or temporary business for the purposes of any commercial operation shall be permitted upon any lot at any time.
7. All dwelling houses and other buildings constructed on this subdivision shall be constructed of new materials, and no old building, whether it is to be used as a

dwelling or outbuilding or a garage, shall be moved upon said premises.

8. No mobile homes or trailer houses shall be permitted upon any lot in the subdivision. In addition, no condominiums or multiple residential units may be constructed.

9. No dwelling house or outbuildings shall be constructed on any of the lots in said subdivision until the plans and location for said dwelling house or outbuildings have been submitted to and approved by a committee, which committee shall initially be composed of Henry Dyksterhouse and Harold VanderMolen. Upon the death, incapacity or retirement of either individual from the committee, the other individual shall have the right to appoint a substitute to the architectural committee. In the event of the incapacity, demise or resignation of any member of the architectural committee after 50% of the lots are sold, a new representative may be elected by a majority vote of the Homeowners' Association, each landowner having one vote in such election as set out below.

10. No building shall be located upon any of the tracts nearer than 20 feet to the front of the tract line, nor located nearer than 8 feet to the side or rear of said tract line.

11. All utility service, including but not limited to electricity, gas, telephone, cable television and others shall be buried underground and no utility poles will be permitted on any lots in the subdivision.

- B. **LIVESTOCK.** No animals or livestock may be kept or bred upon any part of the property, except that an owner may have one dog or one cat, but may not have any commercial development such as a kennel for purposes of raising dogs.
- C. **STORAGE OF MATERIALS.** The storage of supplies or equipment, boxes, refuse, trash, materials, machinery or machinery parts that shall distract from the esthetic values of the property shall be placed and stored in buildings for that purpose.
- D. **SIGNS.** No signs of any kind shall be displayed to the public view on any part of the property, except one sign of not more than 5 square feet for identification purposes, one sign of not more than 5 square feet advertising any portion of the property for sale, or signs used by the developers to advertise the property for sale.
- E. **USE OF EASEMENTS.** No dwelling or improvement shall be placed on nor shall any material, equipment or refuse be placed on any part of said property within the area of the easements reserved as indicated on the plat of the property filed in the office of the Clerk and Recorder of Gallatin County, Montana, or the easements reserved and created in these Protective Covenants.
- F. **NUISANCE.** No noxious or offensive activity shall be carried on or upon any portion of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

- G. GARBAGE AND REFUSE DISPOSAL. No part of the property shall be used or maintained as a dumping ground for rubbish, trash, slash, garbage, debris or other waste, except when kept in sanitary containers, which shall be disposed of promptly. All incinerators or other equipment for disposal of such material shall be kept in a sanitary condition and reasonable precautions shall be taken against fire hazards.
- H. BOUNDARY FENCES. All outside boundary fences shall be constructed of new materials and maintained appropriately. The cost for construction and repair shall be shared equally by each adjoining landowner.
- I. TERMS OF COVENANTS. Except as provided herein, each of the conditions, covenants, restrictions, regulations and reservations set forth herein shall continue to be binding upon the Owners and upon their successors and assigns, and upon each of them, and all parties and all persons claiming under it or them, for a period of 10 years from the day and year first above written, and automatically shall be continued thereafter for successive periods of 5 years each; provided however, that the owners of 60% of the property which is the subject of this Declaration may release all of the land so restricted from any one or more of said restrictions at the end of the said 10 year period or any successive 5 year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the office of the County Clerk and Recorder of Gallatin County, Montana, before the expiration of the first 10 year period or any successive 5 year periods thereafter. The foregoing provisions shall not be applicable to Paragraphs K and L herein as these paragraphs may only be amended by action pursuant to Paragraph M and said Paragraphs K and L shall not be allowed to discontinue except as otherwise amended.
- J. ENFORCING OF COVENANTS. The grantors, and every person hereinafter receiving any right, title or interest in any tract in said property shall have the right to prevent or stop violation of any of the said restrictions by injunction or other lawful procedure, in law or in equity, against the person or persons violating or threatening to violate these restrictive covenants. Any person who shall prosecute an action successfully may recover damages resulting from such violation, and it is expressly understood by all persons purchasing this property that if an action is successfully brought against him for a violation of these covenants that a reasonable attorney's fee shall be assessed against him in addition to any other damages.

Failure by the grantors or any other landowner to enforce any restrictive covenant, condition or agreement herein contained shall in no event be deemed a waiver of the right to do so hereafter as to the same breach or as to one occurring prior to or subsequent thereto.

Any person purchasing any property hereby expressly agrees that in the event any covenants, conditions or restrictions hereinabove captioned, or any portion thereof, are invalid or void, such invalidity or voidness shall in no wise affect any other covenant, condition or restriction.

