

**PROTECTIVE COVENANTS
OF
WESTSIDE TRAILS SUBDIVISION

BROADWATER COUNTY, MONTANA**

WHEREAS, THREE FORKS PROPERTIES, LLC, (the "Owner"), a Limited Liability Company, is the owner in fee simple of those certain lands more particularly described in Exhibit "A" attached hereto and made a part hereof by reference as if set forth below in its entirety, and hereinafter referred to as the "premises" or the "property", and

WHEREAS, the Owner, by and through the within Protective Covenants hereby places certain restrictions, limitations and regulations as to the use of the said premises, which premises have been subdivided and which plats have been duly filed or recorded with the offices of the Clerk and Recorder of Broadwater County, Montana, and the same are hereinafter referred to as the "plat".

NOW, THEREFORE, the Owner does hereby establish, dedicate, declare, publish and impose upon the premises the following protective covenants which shall run with the land and shall be binding upon and be for the benefit and value of the Owner, and all persons claiming under it, its grantees, successors and assigns 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 be in existence and in full force and effect until midnight, December 31, 2027, and will automatically renew every five years thereafter unless otherwise terminated by law or amended as herein provided.

1. DEFINITIONS

(a) "Accessory Building" means any building including but not limited to a garage, barn, dog house and tack shed, detached from a dwelling and used for purposes, which are incidental and subordinate to a residential use. This does not include small child play structures. "Guest house/quarters" are not included in this definition. They are defined below.

(b) "Association" means all the Westside Trails Subdivision and Homeowners of those lots in the subdivision, their successors and assigns. The Association shall be incorporated as a Montana non-profit corporation, with the Lot owners within the respective jurisdiction of the Association as the members thereof.

(c) "Common Area" means all real property in which the Association owns an interest for the common use and enjoyment of all of the members. Said interest or interests may include, without limitation, estates in fee, estates for a term of years or easements. The common area, located, which has been conveyed by Declarant and which is owned by the Association is that area designated as Park, according to the plat thereof on file and of record in the office of the Clerk and Recorder of the Broadwater County, Montana.

- (d) "Commercial Use" means any enterprise or enterprises of any kind for profit that is not a "Home Occupation"; including but not limited to any retail or wholesale activity such as: shops, stores, care facilities, rental and repair operations, commercial kennels, or any other business that necessitates consumer traffic or activity on a temporary or permanent basis.
- (e) "Conditional Activities" means those activities that violate the Covenants, but have previously been approved by the Board. For example, an Owner is allowed to have an extra horse on his/her Lot.
- (f) "Design Review" means a review of plans, renderings, manufacturer's literature, or other visual communications tool that reviews all Lot Alterations, for the purpose of ensuring that any Lot Alteration to any property within the Association will enhance the overall positive character of the Association and that the Lot Alteration(s) will conform with these covenants, the Association By-laws and any other rules adopted by the Association.
- (g) "Directors" means Directors of the Association which shall not be less than 3 nor more than 5 Lot owners elected on an annual basis by the members. The Directors shall act on all matters and shall have such powers as shall be reasonable to carry out the purposes of the Association. The Directors shall act by majority vote.
- (h) "Firearms" means any shoulder-mounted or hand held instrument that propels one or more projectiles as the result of ignition of gunpowder. BB guns and air or compressed gas pellet guns are excluded from this definition.
- (i) "Guest House/Quarters" means secondary residential structure on a property, which exists for the purpose of housing a person(s).
- (j) "Home Occupation" means
- Cottage industries— small scale, non-retail business endeavors for profit performed by the Owner more akin to a hobby than to a commercial enterprise with no more than 10 business related visits from vendors, clients, employees, etc. per week;
 - A consultation or home office business - a business that has no more than 20 visits of clients or employees per week. For the purposes of these Covenants, a home office is not considered Commercial Use as long as there is no traffic generated to and from the home office;
 - Rental for residential use as set forth in these covenants; and
 - The planting, caring and harvesting of grain, hay and gardening produce for sale.
 - A licensed day care facility-Any such facility shall care for no more than five (5) children at a time.

(k) "Industrial Use" means the processing, manufacture, production, sale and/or bulk storage of raw materials for the ultimate use of making a finished good; including the extraction thereof; such as mining or lumbering as well as refining, smelting and milling.

(l) "Junk" means articles which include but is not limited to inoperable or unregistered motor vehicles, garbage, trash, scrap materials or refuse of every sort.

(m) "Lot Alteration" Any altering of the land including but not limited to site clearing, grading, the removal, moving, or addition of dirt, gravel or the like, placing of wire or pipe, building a new structure, altering an existing structure, removing an existing structure or otherwise placing any structure upon the land, whether or not it is on a permanent foundation, building a pond(s) and/or the landscaping of trees or other vegetation that will reach a height of more than 15 feet. The structures mentioned include but are not limited to, garages, sheds, barns, doghouses, fences, large child play structures, tennis or other sports courts, walls, outbuildings sewage disposal system, well, permanent swimming pools, driveways or walkways and all other structures.

(n) "Member" shall mean any person or entity owning or purchasing a Lot in the Association. Each Lot owner shall be a member of the Association as determined by the location of his Lot, and will abide and be bound by the Articles of Incorporation, Covenants, Bylaws and Resolutions of the Association. Membership is automatic, mandatory and runs with the land.

(o) "Mobile Homes/House trailers" means mobile homes/house trailers as defined in Montana Code Annotated § 15-24-201 (2005) and any amendment thereof. In addition, mobile homes are also defined as a Recreational Vehicle which is inhabited for: 1. more than five (5) consecutive days; or 2. more than twenty (20) days in any given year.

(p) "Modular/Manufactured Home" means modular/manufactured home as defined in Montana Code Annotated § 15-24-201 (2005) and any amendment thereof.

(q) "Noxious plants" means those species currently defined by state law and/or county ordinance.

(r) "Owner" means the title holder, including the contract purchasers, whether one or more persons or entities, owning or purchasing a fee simple title to any Lot, but excluding those having an interest merely as security for the performance of an Obligation.

(s) "Permanent Structures" means those structures secured to a concrete foundation or into the earth with wood posts or metal rods or any other county approved foundations.

(t) "Primary Residence" means the housing structure on a property which exists for the purpose of providing living accommodations for residents and must contain sleeping, cooking, and complete sanitary facilities.

(u) "Properties, " "Lots," "Premises," and or "Subdivision" means all of the real property

described and platted as Westside Trails Subdivision, , according to the official plat thereof filed of record in the office of the Clerk and Recorder of Broadwater County, Montana.

(v) "Recreational Vehicle" means a vehicle designed for use as a temporary dwelling for travel, recreation and vacation use; provided, that a recreational vehicle occupied for longer than thirty (30) days in any one year while parked on the property shall be deemed to be a mobile home.

(w) "Single Family" means one or more persons living as a single, non-profit, housekeeping unit, as distinguished from a group occupying a hotel, motel, club, fraternity or sorority, commune and the like. This definition shall be construed to allow the owner of a lot to purchase additional adjacent lot(s), place a single family residence on one of the lots and outbuildings and other lot alterations allowed within the covenants on the adjacent lot(s). However, the single family residence must be constructed before the other lot alterations on the adjacent lot(s).

(x) "Temporary Structure" means any structure that is not a permanent structure.

2. USE

2A. RESIDENTIAL LOTS

Lots shall be used for single family use only. No Mobile Homes shall be allowed on the Lots. Modular/Manufactured Homes will be allowed upon Lots 1 through 134, upon approval of the Westside Trails Architectural Committee. Modular/Manufactured Homes will not be allowed upon Lots 135 through 243. The proposed Modular/Manufactured Home must maintain a uniform and stable value, character, architectural design, use and development of the Lot in comparison to the Subdivision as a whole, as determined by the West Side Trails Architectural Committee. Home businesses may be conducted within the property. Equipment, vehicles and machinery used in the owner's business may only be stored on the property if kept in a shop or behind a privacy fence. However, absolutely no heavy equipment or machinery (greater than 26,000pounds gross vehicle weight) shall be stored on the property at any time. By way of example, should an owner be in the construction business, light construction equipment may only be parked on that owner's property if it is hidden from view. It is the purpose of these covenants to keep the area in its natural appearance. It is not the purpose of these covenants to prohibit an owner from conducting business over the telephone or fax machine. However, in order to discourage traffic caused by in-home businesses in the subdivision, the number of business invitee vehicle trips is restricted to four per business, per day during business hours only. Motorcycles, boats, snowmobiles and other similar equipment shall be kept in a shop or behind a privacy fence as well when such equipment is out of season. The uses of motorcycles, snowmobiles and similar equipment is restricted to use on the owner's own property.

2B. COMMON AREAS

The common areas dedicated by Owner shall be used for park, open space and greenbelt purposes. They may be left in their natural state or landscaped. The Owner shall transfer ownership to the Homeowners' Association and the Association must accept the same. Wells, drain fields, cross-country ski trails and underground water storage tanks for fire fighting may be placed upon or in the common areas. .

2C. RECREATIONAL VEHICLE

Recreational Vehicles may be parked on the lots. However, they must be kept inside a garage or on a separate, prepared RV pad. If an owner constructs a separate, prepared RV pad, such owner shall include a pump-out station hooked into the lot's septic system, and meet all state and County requirements for same.

2D. OUTBUILDINGS.

A maximum of two (2) outbuildings will be allowed so long as they match the exterior style and color of the residence and are approved by the Architectural Committee, as hereinafter defined and set forth. Outbuildings shall be no larger than 4,000 square feet in size. Outbuildings do not include children's play equipment .

2E. DOMESTIC PETS

No domestic animals or fowl shall be maintained on any lot except as provided herein. There shall be no commercial breeding of any animals, including pets. Not more than two generally recognized house pets are permitted, (except as set forth in Section 7 below) , provided, however, that such animals shall at all times be restrained or leashed. At no time will domestic animals chase or otherwise harass wildlife or people. This provision shall in no way be interpreted to prohibit an animal that serves a purpose under the Americans with Disabilities Act.

Furthermore, goats and sheep that are part of an Animal Husbandry Committee sanctioned weed control project shall be allowed in the Subdivision.

Any problems or complaints with pets shall first be resolved by the affected owners. If no resolution is achieved, either owner may bring the matter to the attention of the Animal Husbandry Committee (as created below) for resolution.

3. EASEMENTS

3A. GRANT AND RESERVATION

Easements for roads, drainage, electricity, telephone, lighting, water, sewer, cable television and all other utilities, pedestrian traffic, or any other service or utility shall be, and hereby are, granted and reserved as shown on the plat as well as easements for all of the above. Such easements shall not interfere with and shall be subject and servient to any and all buildings subsequently erected in such areas, the easements herein provided for shall by-pass such buildings.

3B. UNDERGROUND UTILITIES

All utilities, pipes, wires and service lines shall be buried. Satellite television discs may be allowed but the location, size and color shall be approved by the Committee and the Committee may require shrubbery around the same.

3C. ROAD EASEMENT USE

All road easements as shown on the plat shall include a corresponding easement for drainage, electricity, telephone, lighting, and all other utilities.

3D. EASEMENT LANDSCAPING

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 property as an easement. However, if an Owner chooses to landscape an easement, he/she does so at own risk.

3E. EASEMENT REWORK

No utility service line or facility shall be installed or replaced without the prior approval of the Owners or the Architectural Committee. The only exception to the requirement of prior approval shall be if emergency repairs are necessary. All easement areas must be restored, at the expense of the utility or service entity doing such work, to as near the condition as existed previous to such work as possible. In the discretion of the Architectural Committee or Owner, a bond may be required of the utility or service entity to insure compliance with the provision.

4. ARCHITECTURAL COMMITTEE

4A. CREATION - MEMBERSHIP

There is hereby created an Architectural committee called the Westside Trails Architectural Committee (AC), which shall consist of three (3) persons, appointed by the Owners. Once seventy percent (70%) of the lots have been sold by the Owner, or after January 1, 2011, which ever comes later, one or all of the members may be chosen by a majority of the homeowners, as shall be determined by the Owners, by notice in writing to the Owner's Association. AC members shall serve terms of three (3) years. The terms shall be staggered so that there will always be two members with experience on the Committee. The Committee shall consist of the same persons who are the Board of Directors of the Owner's Association.

4B. SELECTION

If no successor is appointed on or before the expiration of an individual member's term, he shall be deemed to have been re-appointed for another term.

On the death or resignation of an individual member, a replacement shall be selected by the remaining members of the AC to fill out the unexpired term.

4C. PURPOSE

Function of the AC is to encourage the architectural harmony of Westside Trails Subdivision, the developer and all Owners are bound by regulations defined in the Covenants and the design review process. To that end, no structure shall be erected or altered until county, state, AC and any other required approvals have been obtained. Approval by the AC does not relieve any Owner of his/her obligation to obtain any government approvals. The AC may make and enforce such reasonable rules and by-laws, and adopt such procedures, as it deems necessary to carry out its functions, which rules, by-laws and procedures may not be inconsistent with the provisions of these covenants.

4D. SUBMISSION OF PLANS BEFORE LOT ALTERATIONS

No Lot Alterations shall be commenced until the plans for such alterations are submitted to the AC and approved by the AC by written letter outlining concerns and requirements. Submitted plans shall as a minimum include the following details: a scale drawing of the Lot Alteration(s) illustrating the relationship to current structures, height of the Lot Alteration (if

applicable), distance of the Lot Alteration to all Lot borders, type and color of siding and roofing material to be used (if applicable) and a statement of or proof of possession of a septic system and water well approved by County Agency (if applicable.) Sufficient detail and specifications shall be included in the plans for clarity in the review process. The submitted plans must be signed and dated by the applicant. Comments and signatures of affected neighbors shall be obtained by the Lot owner and verified by the AC for all lot alterations. No alterations on a Lot shall be made prior to approval of the plans in writing by the AC.

4E. APPROVAL OR FAILURE TO DISAPPROVE SUBMITTED PLANS FOR LOT ALTERATIONS

In the event the AC fails to approve, disapprove or request more information within thirty (30) days after the detailed plans and specifications have been submitted to it, provided the plans include the information set forth above, approval shall not be required and this article will be deemed to have been fully complied with, provided the Lot Alteration complies with the Covenants. Any plans, specification and proposals so approved, either expressly in writing or by the expiration of the thirty (30) day period hereinabove provided, shall then permit the owner to commence construction in accordance with said plan, provided that the structure and plan conform to the covenants, but any deviation from said plan shall be corrected to conform specifically to the plan(s) submitted. The committee reserves the right to verify the approved plan on scheduled construction but minimally must be notified in writing when the foundation is staked out and the ridgelines are framed.

4F. COMMITTEE REVIEW

No Lot Alteration shall be placed, constructed, erected, repaired, restored, reconstructed, altered, remodeled, added to or maintained on any lot until building drawings, plans and specifications), and such other information as the AC may reasonably require, including without being limited to, colors, building materials and models, have been submitted to, and approved by, a majority of the AC in writing; nor may the same be commenced until the Committee shall have issued a permit allowing for such improvements.

4G. CONFORMITY TO CODES

All residences and other inhabitable buildings shall be built in accordance with the building codes in effect for the area at the time of building.

4H. SETBACKS

All lots shall have the following building setbacks from the property line:

Rear: 50 feet

Front and Sides: 25 feet

4I. EXTERIOR WALL MATERIALS

The character of the building exterior should be kept simple in order to harmonize and compliment the surrounding environment of the site. Natural materials and subdued colors should predominate the main body of the building. The AC may consider materials other than wood, stone, log, or synthetic materials that maintain the aesthetic continuity of the Subdivision, including but not limited to pre-finished composite wood products and synthetic siding materials.

No plywood sheet siding is allowed.

4J. ROOFS OF STRUCTURES

The roofs shall be constructed in accordance with the fire safety requirements. Metal roofs are allowed, if utilizing hidden fasteners and approved by the AC. Exposed aluminum or silver flashing around the chimneys or roof valleys shall not be allowed unless colored to match the trim or color of the roof. Steel galvanized gutters are not allowed. The roofs shall have a minimum pitch of 5/12. Further, all structures shall be constructed so that the roof overhang and gable end are a minimum of 12 inches, with the exception of parapett walls as approved by the AC

4K. FOUNDATION OF STRUCTURES

Within the Subdivision all foundations for residential units shall be constructed from masonry materials; foundations constructed from wood or other materials are expressly prohibited. Exposed concrete shall be limited to a maximum of 12" from the bottom of siding to the finish grade. Before you build, it is suggested that the Owner have a geotechnical analysis of the property. The Developer was not required and did not have a geotechnical analysis completed within the subdivision. If the Owner chooses not to have such an analysis, the Owner does so at the Owner's own risk.

4L. COLORS OF STRUCTURES

The exterior colors of the structures shall be earth tones, pastels, white or wood colors. No bright or shiny colors on exterior siding shall be allowed. For example, bright oranges, royal blues, pinks, purples and like bright colors are not allowed. Colors are to be compatible with the balance of the neighborhood.

4M. EXTERIOR 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 from the roof and be visible for at least 6 inches. The building should be a visual combination of forms that does not give a "box" appearance. Breaks in the roof lines and wall lines that add interest to the form and help define the design of the building are encouraged. This section does not apply to children's play structures.

4N. ENTRANCES

The main entrance to the living structures shall be architecturally defined and enhanced by incorporating an entry porch or gable extending over the entrance denoting a clear sense of arrival. It shall provide weather protection and visual definition. A concrete walk shall be provided from the driveway to the main entrance.

4O. ARCHITECTURAL ENHANCEMENT.

Any West Side Trails residential structure constructed shall contain an offset or setback in its architectural design and construction of a minimum of 2 feet between the residence and attached garage or, in the alternative, a 2 foot offset or setback of at least 30% of the total linear

distance of the front facade of the residence or other consideration approved by the Architectural Review Committee. No roof line may be longer than Forty (40) feet.

4P. ACCESSORY BUILDINGS

All necessary buildings, such as garages and storage buildings, shall be approved by the AC and shall be architecturally compatible with the residence on or being constructed on the Lot.

4Q. EXTERIOR LIGHTING

The intent of lighting restrictions is to reduce the amount of light pollution and to be unobtrusive to neighboring properties. Exterior lighting shall be subdued, understated and indirect. Lighting shall be "down" type and shall not radiate out from the property. In all cases, excessive glare to neighboring properties or circulation shall be avoided.

4R. AUTHORITY TO APPROVE

The AC shall have the authority to reject the materials, designs and colors submitted with plans, or the plans themselves, if they are not compatible, or are inappropriate, with the rest of the subdivision.

4S. SUBSTANTIAL COMPLIANCE

All Lot Alterations requiring the approval of the AC must be completed in substantial compliance with the plans and specifications initially approved by the AC.

4T. ENFORCEMENT

The AC shall have the power, authority, standing and right to enforce these covenants in any court of law or equity when it reasonably believes the same have been violated and as more particularly set forth in Section 10. The AC may apply to the appropriate Court for order enjoining any further violations and any costs incurred shall be assessed as a lien against the offending lot. The lien be foreclosed upon if not paid. If the AC does not choose to enforce these covenants, the Board may do so in a court of law or equity. If the Board also chooses not to enforce these covenants, then any Owner may enforce these covenants in a court of law or equity.

4U. FEES

The AC shall require for each improvement a reasonable review fee to be paid with the filing of plans and specifications and the issuance of building permits for each improvement to defray the AC's expenses and the expenses of inspections and enforcement of the provisions of these covenants. Such expenses may include the costs for architectural or engineering review.

4V. LANDSCAPE PLAN

Simultaneously with the filing of any initial building plans for any lot, the owner thereof must also submit to the AC a landscape plan. The area within thirty feet of dwelling units shall be cleared of all lots, flammable materials and dead vegetation. Trees and shrubs shall not touch any buildings. Trees shall not overhang roofs near chimneys and flues. This landscape plan must set forth in detail the landscaping to be installed, placed or planted on such lot, including

paths, walks, shrubs, trees, rocks, walls or any feature to be incorporated into a landscape design or plan, and such landscape plan must be approved before any building permit is issued. The landscaping provided for in the landscaping plan must be completed within one (1) year of the completion of the construction authorized by the building permit. If the landscaping is not completed as set out above, the Owners' Association may complete the landscaping and place a lien on the lot for the costs incurred. The lien may be foreclosed upon if not paid.

4W. COMMITTEE GUIDELINES

The AC shall be governed by the following guidelines in its consideration of plans and specification submitted for its approval:

- a. It must recognize that this subdivision is designated for residential owners and all improvements in the subdivision must harmoniously combine, and not be inconsistent with, the development of the project which will serve said purpose.
- b. In considering any plans and specifications, the AC shall examine the suitability of the same to the site, including the materials of which it is to be constructed, as well as the relationship of the same to the neighborhood and the adjacent properties.
- c. No plans or specifications shall be approved which will be similar or dissimilar to other improvements or structures such that monetary or aesthetic values will be impaired.
- d. All plans or specifications shall be in full compliance with all of the terms and provisions of these covenants, except for any variances, which have been granted by the AC for such plans and specifications and the plans may be reviewed by an architect or engineer.
- e. The AC encourages the use of alternative energy devices, green building materials, and fire safe building materials but the type and placement of such devices and materials requires AC approval.

4X. LIABILITY

The AC, or the individual members thereof, may not be held liable by any person for any damages which may result from AC 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, suspension or enforcement of building permit or any delays associated with such action on the part of the AC or any legal action taken by the AC to enforce these covenants.

5. CONSTRUCTION

5A. SINGLE FAMILY HOME

Only one single family home will be allowed on a lot. However, as stated in the definition section, single family home shall be construed to allow the owner of a lot to purchase additional adjacent lot(s), place a single family residence on one of the lots and outbuildings and other lot alterations allowed within the covenants on the adjacent lot(s). However, the single family residence must be constructed before the other lot alterations on the adjacent lot(s). No subdivision of a lot is allowed.

5B. PARKING

All home construction must provide for off-street parking for at least two (2) vehicles.

5C. HOUSE SIZE

Each dwelling shall be constructed so as to include not less than 1300 square feet of living space on the main level, exclusive of open porches, patios, carports, garages or basements.

5D. BUILDING HEIGHT

No building, structure, alteration or improvement shall exceed 30 feet in height measured from the average level of finished grade. When finished grade deviates from original grade, the said Architectural Committee may, in its discretion, deny approval of the Lot Alteration if the height of the building is more than thirty (30) feet above the original grade and in the Committee's opinion unreasonably interferes with the view, building sites, elevations and general aesthetic considerations and factors of nearby lots and the subdivision as a whole.

5E. BUILDING SITES

The general area for home sites have been pre-determined so as to best preserve the natural surroundings and views. The Committee has the express authority by these covenants to determine all building site locations.

5F. FENCES

It is the purpose of this covenant to allow the property to remain in as natural a setting as possible and not to restrict the movement of wildlife. No perimeter chain link, barbed wire or jack leg fences shall be allowed. Any fencing shall be approved by the Committee. Decorative fences, as approved by the Committee, twenty (20) feet in length on either side of a driveway entry may be allowed. Fencing for a dog run or other needs, such as around trash containers, T.V. dishes, etc. may be utilized as approved by the Committee. Dog runs may be six feet in height, but no more than 400 square feet in area. All other fencing shall not be higher than four (4) feet. Invisible fence systems are allowed. This Section shall not apply to any fencing requirements set forth in Section 7 and otherwise adopted by the Animal Husbandry Committee.

5G. COMPLETION TIME

All Lot Alterations on the Lot shall be diligently prosecuted to completion and shall, in any event, must commence within six (6) months of approval. If it does not, then the plans must be re-submitted for new approval. The Lot Alteration must be completed within twelve (12) months of commencement unless specific written extension is granted by the Committee. No construction material shall, at any time, 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 lots for a period of more than thirty (30) days following substantial completion of construction as shall be determined by the Committee.

5H. TEMPORARY STRUCTURES

No Recreational Vehicle, tent, tepee, shack, garage, boat or similar items shall be used at any time within the subdivision as a residence or a place for habitation or sleeping while a home or other building is under construction. Lot owners shall have the ability to use, on a temporary basis not to exceed 1. five (5) consecutive days; or 2. twenty (20) day in any given year, tents or other temporary shelters on their property once the property is occupied.

5I. REQUIRED MATERIALS

Fire retardant shingles shall be used. Spark arrestor screens shall be placed on fireplaces and wood stove chimneys. Smoke detectors shall be installed on each level of residences and in each outbuilding.

5J. FOUNDATION STUDIES

Foundation studies shall be completed for any building site on a slope greater than ten percent (10%). For any foundation or building to be placed on a slope greater than ten percent (10%), copies of the foundation study shall be submitted to the Broadwater County Subdivision Review Office for review as they are completed and prior to construction.

5K. CUTS AND FILLS

All cuts and fills shall be re-vegetated as soon as possible with native vegetation.

5L. MAJOR CUTS

Major cuts for roads and/or houses are to be avoided in areas where slopes exceed twenty-five percent (25%) and large volumes of materials are prohibited from being removed from the toes of the slopes.

5M. LAND SATURATION

The ground is not to be saturated through irrigation, blocked or diverted drainage. Landscape plans shall include information on the available water holding capacity (AWC) of soils and such plans shall be designated to be consistent with the average water holding capacity.

5N. STEEP SLOPE LOADS

Steep slopes shall not be heavily loaded with earth fill or structures.

5O. L.P.G. TANKS

Should an owner use L.P.G., the tanks must be buried underground and properly coated to protect against galvanic action.

5P. SATELLITE T.V. DISHES AND WIRELESS INTERNET

A maximum of one satellite T.V. dish and one wireless Internet dish will be allowed if 20 inches in diameter or smaller and appropriately screened from view.

5Q. DRAIN FIELDS

Drain fields for the septic system shall be located and be of such size as designated on the site plan approved by the Department of Environmental Quality.

5R. WELL LOCATION

All wells must be drilled where designated on the site plan approved by the Department of Environmental Quality.

6. ROADS

6A. MAINTENANCE - SNOW REMOVAL

The maintenance and snow removal of all roads within the subdivision shall be the responsibility of the Owners' Association. The cost of the same will be assessed on a pro rata basis, that is, each lot will pay its proportionate share of the cost.

6B. ABANDONED VEHICLES

No vehicles shall be abandoned on subdivision roads or elsewhere within the subdivision. No vehicles, trailers, machinery or equipment shall be parked on subdivision roads.

No vehicles or trailers, other than those allowed in accordance with Section 1C above, shall be parked within the subdivision for a period exceeding three (3) days. Thereafter, such vehicles shall be deemed abandoned. Absolutely no Recreational Vehicles shall be parked on subdivision roads. Recreational Vehicles must be parked on prepared and Architectural Review Committee approved pads on lots as set out in Section 1C.

No trailers, machinery or equipment shall be parked on subdivision roads except as necessary for immediate repair or maintenance on a specific lot and shall be promptly removed when such repair or maintenance is complete. No construction vehicles, trailers or materials shall be parked or stored on subdivision roads.

The Association shall have the authority to cause abandoned vehicles and/or trailers to be towed thirty (30) days after notice to their owner in the form of a written notice affixed to the vehicle or trailer on brightly colored paper. Owners are encouraged to monitor vehicles parked adjacent to their lots and notify the Association of any abandoned vehicles or trailers. In the event that an abandoned vehicle or trailer owned by a lot owner must be towed, such lot owner shall pay the costs of towing and impoundment thereon. If necessary, the Association may enforce this covenant by placing a lien upon such owner's lot and to foreclose upon such lien if not paid. No owner of any vehicle or trailer towed and impounded shall have any right against the Association or any member thereof for the towing and/or impoundment of such vehicle or trailer. The purchase of a lot constitutes an agreement that the Association shall have the right and authority to govern parking on subdivision roads even in the event such roads are dedicated to the County. It is the purpose of this provision to promote the health, safety and welfare of the owners by keeping road obstructions to a minimum.

6C. SIGNS

Road signs will be placed and designed as approved by the Committee and in conformance with County regulations. There shall be no home business signs of any kind allowed in the subdivision.

6D. NOXIOUS WEEDS

Noxious weeds along roadways and lots will be controlled in accordance with the County Weed Supervisor's recommendations and enforced by the Homeowners Association. Each owner shall be responsible for weed control on their own lot. Both improved and unimproved lots shall be kept free of weeds. If a lot must be cleared of weeds and the Owner fails to do so after notice from the Association, the weeds may be cleared and controlled and the cost and expense associated with such weed maintenance shall be assessed against the lot and such assessment may become a lien if not paid within thirty (30) days of the mailing of such

assessment. The Owner's Association is responsible for weed management on all parks and open spaces.

7. LIVESTOCK AND ANIMAL MANAGEMENT PLAN

7A. TYPES OF ANIMALS PERMITTED

Only horses, mules, ponies, donkeys, burros and llamas may be maintained on those lots allowing for such use (except that domestic pets as described in section 2(E) shall be allowed. Section 7 in no way applied to such domestic pets.) Such animals shall be referred to herein as "livestock." No other grazing animals are allowed.

7B. DISTRIBUTION OF ANIMALS

Livestock described in Section 7A are permitted ONLY on lots, or a combination of two or more neighboring Lots owed by the same entity, over 2 acres.

7C. NUMBER AND OWNERSHIP OF ANIMALS PERMITTED

There may only be two livestock units per two acres of land.

7D. ANIMAL HUSBANDRY

1. CREATION - MEMBERSHIP

There is hereby created an Animal Husbandry Committee which shall consist of three (3) persons, appointed by the Owners. After 70% of the lots have been sold by Owner or after January 1, 2011, whichever occurs later, one or all of the members may be chosen by a majority of the lot owners. Animal Husbandry Committee members shall serve a three (3) year term. The terms shall be staggered so that there will always be two members on the committee with experience. If possible, one of the Animal Husbandry Committee members shall be a licensed veterinarian, who may serve without being a lot owner or member in the Association. The other two members must be lot owners, one who has one or more horses, ponies, mules, burros, donkeys or llamas on their lots and one who has no animals.

2. SELECTION

If no successor is appointed on or before the expiration of an individual member's term, he shall be deemed to have been re-appointed for another term. On the death or resignation of an individual member, a replacement shall be selected by the remaining members of the Animal Husbandry Committee to fill out the unexpired term. Nothing in this section shall prevent a member from serving consecutive terms and there are no term limits.

3. PURPOSE

The Animal Husbandry Committee may make such reasonable rules and by-laws, and adopt such procedures, as it deems necessary to carry out its functions, which rules, by-laws and procedures may not be inconsistent with the provisions of these covenants and must be approved by a majority of the lot owners.

4. ANIMAL HUSBANDRY COMMITTEE REVIEW

No barn, shelter, corral or pasture fencing or other Lot Alteration relating to livestock or chickens shall be placed, constructed, erected, added to or maintained on any lot until building drawings, plans and/or specifications and such other information as the Animal Husbandry Committee may reasonably require, including without being limited to, size and building materials, have been submitted to, and approved by, a majority of the Animal Husbandry Committee in writing. Any time the Architectural Committee receives a request for approval of a Lot Alteration with such alterations in it, the Architectural Committee shall forward a copy of the plans to the Animal Husbandry Committee. It is the role of the Animal Husbandry Committee to ensure that the plans meet the standards set forth by the Animal Husbandry Committee. Any time the standards set by the Architectural Committee and the Animal Husbandry Committee conflict, the standards set by the Animal Husbandry Committee shall prevail. In no case shall such standards conflict with these covenants.

The Animal Husbandry Committee shall have thirty (30) days from receipt of the plans to review the plans. The Animal Husbandry Committee shall either accept or reject the plans. If the plans are rejected, a written document explaining the rejection must accompany the rejection. If the Animal Husbandry Committee fails to accept or reject the plans by the end of the thirty (30) day period, then the plans will be deemed accepted.

5. ANIMAL DISPUTES

The Animal Husbandry Committee shall have the authority to settle all disputes regarding animals in the subdivision and to determine if any Owner is violating any of these covenants, including, but not limited to, overgrazing, improper fencing, excess manure, excessive noise, neglected animals, stray animals or animals caught chasing or otherwise harassing wildlife or people. The Animal Husbandry Committee shall have the authority to impound animals and assess a penalty against the owner of such animal of not more than fifty dollars (\$50.00) plus any impoundment costs on the first occasion. The Animal Husbandry Committee may assess a penalty of not more than five hundred dollars (\$500.00) for any second or subsequent offense and may banish any such animal from the subdivision. Such penalties may be enforced by the placing of a lien on the owner's property if not paid within thirty (30) days of written notice thereof. No owner of any animal impounded or banished from the subdivision shall have any right of action against the Association, the Animal Husbandry Committee or any member thereof for such impoundment, banishment or levying of penalties.

7E. BARN AND CORRALS

The design, placement and size of barns and corrals must be approved by the Animal Husbandry Committee. For the purposes of this section the term "corral" shall also include "arenas," "paddocks", or "round pens".

No barn shall exceed twenty-eight feet in height and the footprint shall be no larger than 4000 square feet, which will include adequate storage for feed, tack, etc., as no outside storage of any type is allowed unless such storage is temporary and concealed from view. Shelters, if any, shall be constructed in a manner to complement the barn. The number of shelters, size, location and design must be reviewed by the West Side Trails Architectural Review Committee. Horse trailers may be kept in the barn or on a prepared site, similar to those provided for in Section 1C above. Corral areas are to be used exclusively for the maintenance of horses, ponies, mules, burros, donkeys, and llamas. Corrals are to be well maintained and manure is to be removed

from the property by the owner on a regular basis. Corrals must be fenced and fencing will not exceed six (6) feet in height. All corral fencing materials must be approved by the Animal Husbandry Committee. No white fencing shall be allowed.

Corral areas shall be limited specifically for light exercising and limited riding. Each animal owner shall designate a "sacrifice area" of approximately 300 to 400 square feet per horse as the area in which the animals are to be confined to when they are not in the pasture. This area may be located within the pasture area. The animals may be turned out in the pasture for an appropriate number of days, which shall be in accordance with the pasture management plan, set by the Animal Husbandry Committee in conjunction with the county extension office. Intensive riding or organized competition or other high impact activities are specifically prohibited. No commercial use or leasing of barn or corral areas shall occur. The use of the individual barn and corral areas is exclusively for the use of individual lot owners and their guests.

7F. MAINTENANCE

Westside Trails encourages a "natural environment" for the care and management of livestock. Corral areas must be regularly cleaned of manure and other animal-related detritus. Manure in corrals, barns or areas of intense use must be removed from the premises in a timely manner. Raking and redistribution of pasture manure is specifically encouraged during summer use.

7G. PASTURES

All pasture areas shall be maintained in accordance with standard agricultural practices, and owners shall not permit overgrazing. Mowing or harvesting of pasture grass not subject to grazing is specifically encouraged to limit fire danger. Rotation of pasture areas is encouraged.

Pasture fencing must be of a type, size and location approved by the Animal Husbandry Committee. One strand of hot wire on the top rail of perimeter fencing may be allowed after review by Architectural Review Committee, the purpose of which is to discourage the eating or gnawing by animals on the fence, maintain the property and also to limit encounters among neighboring animals.

7H. PEST CONTROL

All lot owners owning or keeping animals on their property shall manage pests such as flies and any other insects by either biological methods or chemical methods as long as either method does not adversely affect the lot owner's neighbors.

7I. REFERENCES

a - Montana Interagency Plant Materials Handbook for Forage Production Conservation, Reclamation and Wildlife. MSU Extension Service, 1990.

b - Ground Cover Plants for Montana Landscapes, MSU Extension Service, 1988.

8. TRASH AND GARBAGE

No trash, waste, garbage, litter, junk or refuse shall be thrown, dumped or left on any portion of the premises and no burning of the same shall be permitted except to burn Lot

Alteration debris. No incinerator or other device for burning of trash or garbage shall be installed or used except as may be approved by the Committee. Each owner shall provide suitable receptacles for the containment and collection of trash and garbage, which must be enclosed or screened or otherwise unexposed to public view. Nothing contained herein shall be constructed to prohibit or deny the installation or use of wood burning fireplaces.

9. NUISANCE

9A. NUISANCE PROHIBITED

No noxious or offensive use of activity shall be carried on within the subdivision or anything done or permitted on or in the premises which shall constitute a public nuisance.

9B. MOTORCYCLES - SNOWMOBILES

No motorcycles, snowmobiles, ATV's, motorbikes or similar equipment may be used within the subdivision except within a Lot Owner's own property, any only during daylight hours.

9C. No bells or other similarly loud noises will be allowed.

9D. No outdoor yard lights will be allowed other than as set forth in Section 4(Q).

9E. FIREARMS and FIREWORKS. No firearms may be discharged in the subdivision. No fireworks may be set off at any time within the subdivision.

10. COUNTY REQUIRED COVENANTS

The following Covenants, Conditions and Restrictions are required by Broadwater County as a condition of approval of the subdivision which is the subject of these Covenants. The following Covenants may not be amended, modified, revoked, altered, terminated nor extinguished without the prior written consent of the Board of County Commissioners of and for Broadwater County.

- 10A. Owners are hereby notified of the potential health risk from radon concentrations and that such risk can be evaluated through soil tests and mitigated through radon abatement techniques incorporated into structures.
- 10B. Owners are hereby notified that all dwelling units within the subdivision should be constructed to specifications which meet or exceed equivalent provisions in the applicable state building code for this seismic zone the proposed subdivision is in.
- 10C. Any additional, replacement, or relocated utility lines shall be installed underground, in accordance with the County Subdivision Regulations, unless otherwise determined by the utility provided.
- 10D. Owners are hereby notified that there is a "no vehicular access" restriction along U. S. Highway 287, with the exception of the approaches for the integral access road; along

the northern property line restricting access to Wheatland Road, except at the easement for the internal access road and along the western boundary restricting direct access to the existing 60' easement, except at the easements for the internal access roads.

- 10E. Any exterior lighting shall be directed downward to minimize visibility beyond the property lines.
- 10F. Owners hereby waive the right to protest the creation of a special improvement district or rural improvement district for the purpose of providing community water and/or wastewater treatment system improvements and/or maintenance, but not the right to comment on the method or the amount.
- 10G. Owners, and any heirs, successors and assigns, and all future owners of property within the subdivision, agree herein to hold Broadwater County harmless and indemnify Broadwater County from all claims, demands, obligations, suits, causes of action, damages, and liability, including the County's costs and attorney's fees, arising in any manner whatsoever out of, or relating to, the existence, use, operation, repair, and/or maintenance of the following:
- I. Earthquake fault zone and any seismic activity;
 - ii. Water availability;
- 10H. The storage of foods, garbage, or feeding domestic pets outdoors or other activities which may create an attractive nuisance for wildlife species is prohibited. All cats and dogs must be restrained, penned or otherwise under the control of their owner at all times.
- 10I. Owners are hereby notified of the presence of agricultural operations in the vicinity. Specifically, Owners are informed that nearby uses maybe agricultural. Owners accept and are aware that standard agricultural and farming practices can result in smoke, dust, animal odors, flies, and machinery noises. Standard agricultural practice feature the use of heavy equipment, burning, chemical sprays, and the use of machinery early in the morning and late into the evening.
- 10J. Each lot shall be maintained in a clean, attractive, and weed-free manner; Noxious weeds must be pulled, sprayed or cut prior to seed maturity. Owners are responsible for noxious weed control on their own individual lots as stated in the Montana County Noxious Weed Control Act (7-22-2116, MCA). The Owners Association is responsible for noxious weed control in all parks, open spaces, community areas, trails and roadways within the subdivision. The Association will also act as the contact point for any noxious weed complaints within the subdivision. The control of noxious weeds by the Owners Association on those areas for which the Owners Association is responsible and the control of noxious weeds by individual owners on their respective lots shall be as set forth and specified under the Montana Noxious Weed Control Act (MCA 7-22-2101 through 7-22-2153). Both unimproved and improved lots shall be managed for noxious weeds. In the event a landowner does not control the noxious

weeds, after 10 days notice from the Association, the Association may cause the noxious weeds to be controlled. The cost and expense associated with such weed management shall be assessed to the lot and such assessment may become a lien if not paid within thirty (30) days of the mailing of such assessment.

- 10K. Owners have waived the right to protest the creation of a special improvement district or rural improvement district for the purpose of road maintenance, mosquito control or equitably funding parks and maintenance of parks, but not the right to comment on the method or amount.
- 10L. Lots in the subdivision may be subject to impact fees if those fees are in place prior to Declarant's sale of the lots and are properly adopted pursuant to MCA 7-16-101 et seq. (2007) and as amended.

11. ASSESSMENTS

11A. LIENS AND ASSESSMENTS

Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to Covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments together with interest, costs, and reasonable attorney's fees, shall be a charge on the land, run with the land and shall be a continuing lien upon the property against which each such assessment is made.

11B. PURPOSE OF ASSESSMENTS

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents on the Properties, for the improvement, repair and/or maintenance of roads and water systems, the Common Areas and/or perimeter to provide for snow removal, fire protection, and/or noxious weed control, and/or to promote the enjoyment and living conditions of the Association.

11C. COMMON FACILITIES.

The Association shall be responsible for repairs, maintenance and operation of the community property, including the riding arena, park and Common Areas, easement trail, fire wells or ponds, if any. The Directors of the Association shall assess each Lot owner on an equal basis for such repairs, maintenance and operation costs.

11D. ANNUAL ASSESSMENTS.

The amount of the annual assessments shall be fixed by the Board of Directors of the Association. The maximum assessment per Lot which may be made by the Association in every calendar year shall not substantially exceed the actual and reasonable costs incurred by the

Association in carrying out the purposes herein set forth. The maximum annual assessment may not be increased each year by more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased by more than ten percent (10%) by a vote of sixty percent (60%) or more of all the votes in the membership of the Association who are voting in person or by proxy, at a special meeting called for this purpose. Any Lots owed by Developer shall not be assessed annual or special assessments.

11E. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of roads, water systems, and other capital improvements on the properties, including fixtures and personal property related thereto. A Capital Improvement is an Improvement of two or more interdependent Improvements of a substantial nature benefiting the Association and Common areas, easements and roads as a whole which, when undertaken, may reasonably be anticipated to require a projected expenditure by the Association of a total amount greater than \$5,000.00 or such equivalent amount as proportionately adjusted from the date hereof to correspond to variations in the index for U.S. wholesale prices. Any such assessment must pass by sixty percent (60%) or more of all the votes of the membership of the Association who are voting in person or by proxy or official written ballot at a special meeting duly called for this purpose. The due date of the Special Assessment will be determined by the Board of Directors by written notice. The written notice will include the date of the vote, the total number of votes, the percentage of the votes that authorized the special assessment, the due date of the payment for the Special Assessment and where to send the payment.

11F. SPECIAL ASSESSMENT FOR ENFORCEMENT OF THE COVENANTS

The Board of Directors may determine that legal action against a homeowner is necessary to enforce the covenants and collect overdue assessments. If the Board of Directors determines that a legal action against a homeowner must be funded through a special assessment, then such assessment must have the assent of sixty percent (60%) or more of all the votes of the membership of the Association who are voting in person or by proxy or official written ballot at a special meeting duly called for this purpose. The due date of the Special Assessment will be determined by the Board of Directors by written notice. The written notice will include the date of the vote, the total number of votes, the percentage of the votes that authorized the special assessment, the due date of the payment for the Special Assessment and where to send the payment.

11G. QUORUM

Notice and Quorum of Any Vote/Action Authorized Under Sections C, D, or E. Written notice of any meeting called for the purposes of taking any action authorized under Sections C, D or E shall be sent to all members not less than 15 days or more than 40 days in advance of the meeting. At the first such meeting called, the presence of members and of proxies must be at least fifty percent (50%) of all members in good standing to constitute a quorum. If the required quorum is present, a vote may occur. If the required quorum is not present, another meeting may

be called subject to the same notice requirements. The required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. The subsequent meeting shall be held at least 15 days, but no more than 60 days following the preceding meeting.

11H. UNIFORM RATE OF ASSESSMENT

Both annual and special assessments for members shall be fixed at the same uniform rate for each Lot, that is each Lot shall be assessed the same amounts regardless of size, and may be collected on an annual basis or any other basis to be determined by the Board of Directors of the Association.

11I. ANNUAL ASSESSMENTS, VOTING AND PROXY INFORMATION

The Board of Directors shall determine the date for the annual meeting of Association each year, which shall be held no later than March 31 of each year. The Board of directors shall recommend the annual dues and assessments, and establish the date of the annual meeting. Proxy information shall be provided to the Members by written notice in accordance with the bylaws.

11J. EFFECT OF NONPAYMENT OF ASSESSMENTS

Failure to pay by the due date will create an automatic lien against the property being assessed. The Association may file that lien with the Broadwater County Clerk and Recorder's Office, bring an action at law to collect the lien or foreclose the lien against the property in the same manner as a mortgage on real property, and the Association shall be entitled in any such actions or foreclosure proceedings to recover its costs, including lien release fees, expenses and reasonable attorneys' fees. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Lot facilities of the Association Common Areas or abandonment of his Lot. In cases of extreme financial or personal health hardship, or military deployment, a temporary variance for delayed payment of any assessment and fines may be granted by the Board of Directors.

11K. FINES AND REMEDIES OF THE ASSOCIATION.

The Board of Directors has the option of assessing fines for any infraction of the Covenants. Before a fine may be levied, the Board of Directors must contact the alleged offender in writing and request that the offense be brought into compliance with the covenants or other rules. If the offense is not brought into compliance within thirty (30) days, then the Board may fine the Lot owner. Notice that the fine has been levied (or in the event that it is a daily fine, that the fine has commenced) must be mailed to the offender within three (3) days that the fine has been levied or commenced. The Board of Directors is authorized to set the amount of the fine within the limits prescribed by the Association Bylaws. In the event of failure to pay a fine and/or come into compliance with the Covenants within ninety (90) days from the date notice was sent, the Association may take such action, including legal action, needed to alleviate the violation at the Lot owner's expense.

11L. SALE OR TRANSFER OF A LOT

Sale or transferor encumbrance of any Lot shall not affect the assessment lien as the liens

run with the land. It is the duty of the prospective purchaser to contact the Association or to otherwise determine if there are any liens on the property.

121. ENFORCEMENT

12A. ENFORCEMENT.

These Covenants, as above set forth, shall be enforced by the Association Board of Directors. Enforcement of these Covenants shall be by proceedings either at law or in equity against any person or persons violating or attempting to violate any Covenant; and the legal proceedings may be either to restrain violation of the Covenants or to recover damages or both. In the event of any action to enforce these Covenants, the prevailing party shall be entitled to costs and a reasonable attorney's fee to be set by the Court. Any lot owner may report any violation of these Covenants by way of a written complaint to the Board of Directors. Any Lot Owner may seek legal action against a violator if dissatisfied with the Board of Directors action/inaction to enforce these Covenants. The cost of correcting the defect or undoing the violation, if undertaken by the Association, shall constitute a lien against the tract and/or the grantee's interest therein, such lien to be enforceable by sale under the laws of the State of Montana. The violator in addition shall be liable for all costs and reasonable attorney's fees incurred in enforcing the provisions of this Article, and in giving notice of violation the Association may, at its discretion, develop procedures, or direct a committee to develop additional procedures to follow in identifying and correcting violations and to assist it with the process of prioritizing its enforcement actions. Enforcement Procedures shall be carried out as follows:

a. Obvious violations that can be seen from road ways will be identified and addressed at regular board meetings. Complaints of violations by Association members will be addressed by the Board of Directors after a complaint is submitted in writing and is signed by the complaining member. The Board will make every attempt to maintain confidentiality, however in the process of resolving the situation the Board maintains the right to divulge the name of the complainer. The Board may decide to address the issue immediately at a special meeting or at a regular board meeting depending on the urgency of the situation.

b. The Board of Director's consisting of the President, the Vice President, plus a quorum vote of the Board may take under advisement, on a case-by-case basis, review of a complaint. If a clear violation of the Covenants has taken place, the Board will contact the responsible party either in person or in writing and to determine if the violation can be resolved in a neighborly manner. If so resolved, no further action will be required. In the event all negotiations fail to resolve the issue, the Board of Directors will then contact legal counsel to affirm the nature of the violation and decide whether or not further action by the Board is in the best interest of the Association. A letter regarding the Board's decision will be sent to the complaining party setting out the Board's reasons for their decision.

c. If the Board decides to pursue further action, the Board of Directors will then mail to the homeowner a certified letter outlining the complaint, advising the homeowner to comply or respond within thirty (30) days. If the Board does not receive satisfaction that the homeowner has complied with the Board's request to come into compliance, then the Board may proceed to the next step.

d. A second Certified letter will be mailed to the homeowner stating the consequences for failing to comply with the Covenants, including that the Board may seek legal action against the homeowner and the homeowner may be responsible for the costs of that court action. The letter must also set forth a time limit for compliance. If no satisfaction has been received by the time set forth in the letter, then the Board may proceed to the next step.

e. 1. The cost of correcting a defect or undoing a violation, if undertaken by the Association, shall constitute a lien against the tract, such lien to be enforceable by sale under the laws of the State of Montana. The Association may file the lien with the Gallatin County Clerk and Recorder's Office. The violator in addition shall be liable for all costs and reasonable attorney's fees incurred in enforcing the provisions of this Article, and in giving notice of violation; and/or

e. 2. The Board of Directors may determine that legal action against the homeowner is in the best interest of the Association. If the Board determines that legal action is necessary and that the cost of litigation will necessitate a special assessment, the Board must notify all Association members through a special assessment procedure as specified in Article V Sec. 5. If the Board believes that the cost of litigation does not necessitate a special assessment, then the Board may proceed with litigation.

12B. NO WAIVER.

The failure of any Lot owner to enforce any Covenant or restriction contained herein shall in no event be deemed a waiver or in any way prejudice the right to enforce that Covenant or any other Covenant thereafter or to collect damages for any subsequent breach of Covenants.

12C. BOARD LIABILITY

No member of the Board of Directors or either Committee shall be liable to any person or entity for the entry, self-help or abatement of a violation or threatened violation of these covenants and all owners or lessees of real property shall be deemed to have waived any and all rights or claims to or for damages for any loss or injury resulting from action taken to these covenants. Exception to the above shall exist for loss, injury or damage for intentionally wrongful acts.

12D. COSTS OF ENFORCEMENT

Should any lawsuit, arbitration or other legal proceeding be instituted by the Association or Owner against a Lot owner alleged to have violated one or more of the provisions of this Declaration and should the Association or Owner be wholly or partially successful in such proceeding, the offending Lot owner shall be obligated to pay the costs of such proceeding, including reasonable attorney's fees and costs and cost of collecting judgment.

13. ENVIRONMENT

13A. ENVIRONMENT TO BE PROTECTED

Every attempt shall be made to preserve and protect the environment indigenous to the area. Disturbance, destruction or damage to all plant life, all animal life and their natural habitats, streams, ponds, springs, underground aquifers, soils and rocks is strictly forbidden except where absolutely necessary for the replacement or construction of improvements on the land or for the property and orderly development of the premises.

The artificial feeding of big game wildlife is prohibited.

No existing tree may be cut, removed or voluntarily destroyed by any party, including property owners, without obtaining the prior written approval of the Committee except in emergency circumstances as determined by a qualified expert. Such removal must be for aesthetic purposes, to promote safety, to facilitate construction or as a part of a landscape plan. All areas not utilized as sites for improvements where disturbed by construction or any human activity shall be returned as quickly as possible to their natural condition and replaced with native plant life except where otherwise utilized for lawns, gardens or exterior living areas. Every building plan must include a landscape features which must serve to enhance the appearance of the site. No discharge of any firearm is allowed within the subdivision. No hunting is allowed within the subdivision. Open fires may be allowed only in areas designated by the Committee.

14. MINING

No mining, quarry, excavation, oil drilling or development of any kind shall be allowed in or on the premises except for such excavation as may be necessary in connection with the construction or placement of improvements thereon in accordance with the terms and restrictions of these covenants.

15. SCHOOL BUSING

Students attending any school which provides for bus transportation will be required to travel to the designated bus stop on Wheatland Road.

16. OWNER'S ASSOCIATION

16A. MEMBERSHIP

Membership in the Association shall consist of the owners of the lots in the subdivision. Membership shall transfer with the sale of a lot to the new owner. Membership is mandatory. Each member shall have one (1) vote per lot. If there is more than one owner per lot, the owners must decide who shall cast the vote for that lot. If one owner owns more than one lot, the owner shall have as many votes as he or she has lots.

16B. COMMON AREAS

At such time as Owner may elect to convey any part or all of the park, green belt or common areas located in Broadwater County to the Owners' Association referred to generally as the "common area(s)", the Owner's Association is obligated to accept the same and shall thereafter be responsible for the same.

16C. MEETINGS

The manner and time for holding meetings of the Board and the Owners' Association, and the general operation of the Owners' Association, shall be more particularly set forth in the by-laws.

17. AMENDMENTS

17A. These covenants, or any portion thereof, may be amended, abandoned, terminated, modified or supplemented at any time by the written consent, duly recorded with the office of the Clerk and Recorder of Broadwater or Jefferson County, Montana, of the owners of seventy-five percent (75%) of the privately owned land included within the boundaries of the subdivision, one (1) vote for each lot owned.

17B. CERTAIN COVENANTS MAY NOT BE AMENDED

Any covenant which is included herein as a condition of the preliminary plat approval and required by the County Commission of Broadwater County 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 said county.

The covenants contained in 2A and 5A as to only one home per lot and no further subdivision may not be amended.

18. WAIVER

18A. The failure of Owner, the Owners' Association or any lot owner, to enforce any Covenant or restriction contained herein shall not be deemed a waiver or in any way prejudice the rights to later enforce that Covenant, or any other Covenant thereafter, or to collect damages for any subsequent breach of Covenants.

18B. The waiver or approval of a variance of a Covenant provision by the Board of Directors, or non-action of the Association or Owner in the event of a violation of a Covenant by a particular lot owner or lot, shall not be deemed to delete or waive the Covenant or enforcement thereof as it pertains to other owners or lots.

19. SEVERABILITY

19A. GENERAL

Determination of invalidity of any one or more of the covenants or conditions hereof by judgment, order or decree of court shall not effect in any manner the other provisions hereof, which shall remain in full force and effect.

Signatures to follow.

THREE FORKS PROPERTIES, LLC

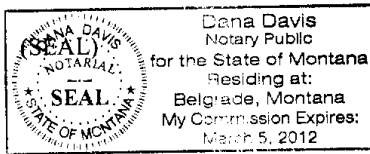
By: [Signature]
Robert Lodge

Its: _____
Managing Member

STATE OF MONTANA)
 : ss.
County of Gallatin)

On this 7th day of November, 2008, before me a Notary Public in and for the State of Montana, personally appeared **ROBERT LODGE**, known to me to be a Member of THREE FORKS PROPERTIES, LLC, whose name is subscribed to the within instrument and acknowledged to me that he executed the same pursuant to the authority vested in him.

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



[Signature]
Notary Public for the State of Montana
Printed Name: Dana Davis
Residing at Belgrade, Montana
My Commission expires March 5, 2012

Return to:

Alana Griffith

Griffith Law Group

103 N. 11th Unit 1

Bozeman, MT 59715

175268 Fee: \$ 14.00 Bk 170 Pg 325

BROADWATER COUNTY Recorded 6/22/2016 at 10:52 AM
Douglas D. Ellis, Clk & Rcdr By *Dan Rauer* Deputy
Return to: ALANA GRIFFITH 108 N 11TH UNIT 1
BOZEMAN, MT 59715

**FIRST AMENDED PROTECTIVE COVENANTS
OF
WESTSIDE TRAILS SUBDIVISION**

BROADWATER COUNTY, MONTANA

Whereas, Three Forks Properties, LLC, is the Owner of more than 75% of the existing lots in Westside Trails Subdivision.

Whereas, according to the Protective Covenants of the Westside Trails Subdivision, filed in the Broadwater County Clerk and Recorder's office on November 10, 2008, Book 118, Page 287, Doc No. 159840 (Original Covenants), the Original Covenants may be amended by a document signed by the owners of 75% or more of the lots.

Therefore, Three Forks Properties, LLC, files these First Amended Covenants which amend only the sections of the Original Covenants referenced below. Except as amended below, the Original Covenants survive in full force and effect.

Whereas, the Original Covenants are amended as follows.

2A. RESIDENTIAL LOTS

Lots shall be used for single family use only. No Mobile Homes or Modular/Manufactured Homes shall be allowed on the Lots. Any Modular/Manufactured Homes that is on a Lot as of the date of these amendments are grandfathered and may continue to exist on the Lot until they are removed from the Lot, at which time the Modular/Manufactured home must be replaced with a home that complies with the current covenants.

Home businesses may be conducted within the property. Equipment, vehicles and machinery used in the owner's business may only be stored on the property if kept in a shop or behind a privacy fence. However, absolutely no heavy equipment or machinery (greater than 26,000pounds gross vehicle weight) shall be stored on the property at any time. By way of example, should an owner be in the construction business, light construction equipment may only be parked on that owner's property if it is hidden from view. It is the purpose of these

covenants to keep the area in its natural appearance. It is not the purpose of these covenants to prohibit an owner from conducting business over the telephone or fax machine. However, in order to discourage traffic caused by in-home businesses in the subdivision, the number of business invitee vehicle trips is restricted to four per business, per day during business hours only. Motorcycles, boats, snowmobiles and other similar equipment shall be kept in a shop or behind a privacy fence as well when such equipment is out of season. The uses of motorcycles, snowmobiles and similar equipment is restricted to use on the owner's own property.

17. AMENDMENTS

17A. These covenants, or any portion thereof, may be amended, abandoned, terminated, modified or supplemented at any time by the approval of the owners of seventy-five percent (75%) of the privately owned land included within the boundaries of the subdivision, one (1) vote for each lot owned. The President and Secretary of the Association must certify the vote, and cause the amendment and certified vote to be filed with the Broadwater County Clerk and Recorder's office.

Notwithstanding the procedure set forth above, until 75 percent of the Lots are sold, Three Forks Properties, LLC may amend the Covenants at any time by filing an amendment with the Broadwater County Clerk and Recorder's Office.

THREE FORKS PROPERTIES, LLC



Robert Lodge

Its: Managing Member

STATE OF FLORIDA)
 : ss.
County of MONROE)

On this 1 day of JUNE, 2016, before me a Notary Public in and for the State of Montana, personally appeared **ROBERT LODGE**, known to me to be the Managing Member of **THREE FORKS PROPERTIES, LLC**, whose name is subscribed to the within instrument and acknowledged to me that he executed the same pursuant to the authority vested in him.

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


Notary Public for the State of

(SEAL)

