



DECLARATION OF PROTECTIVE COVENANTS OF 4 DOT MEADOWS SUBDIVISION

WHEREAS, 4 Dot L.L.C., a Montana Limited Liability Company with its principle place of business in Manhattan, Montana, hereinafter referred to as "Declarant" is the Owner in fee simple of those certain lands more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference and hereinafter referred to as the "premises" or the "subdivision"; and

WHEREAS Declarant by and through these protective covenants, conditions, restrictions, and reservations herein set forth and referred to as "Protective Covenants", hereby creates and imposes certain covenants, restrictions, limitations and regulations as to the use of the said premises, provided however, Lot 114 of the 4 Dot Meadows Subdivision (the large lot with the arena, horse show grounds, various buildings and commercial enterprises) is exempt and not bound by these covenants; and

WHEREAS, the premises have been subdivided and platted into lots according to the plat thereof known as 4 Dot Meadows Subdivision, and which plat has been duly filed of record in Book _____, Page _____, on _____, 2000, with the office of Gallatin County Clerk and Recorder, Bozeman, Montana, and the same is hereinafter referred to as the "plat"; and

WHEREAS, the Declarant and the purchasers of lots, desire to subject all of said premises and the lots and subdivisions thereof to these Protective Covenants;

NOW, THEREFORE, Declarant and the purchasers of lots, do hereby establish, dedicate, declare, publish and impose upon the above described Premises, the following Protective Covenants which shall run with the land and shall be binding upon and be for the benefit of all persons claiming an interest in such property, their grantors, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architecture, use and development of the premises. Further, said Protective Covenants shall apply to the entire premises, and all improvements placed or erected thereon, unless otherwise specifically excepted as herein mentioned, and be binding on all parties having any right, title, or interest in the premises or any part thereof, their heirs, successors and assigns and shall inure to the benefits of each owner of any part thereof.

Said Covenants are as follows:

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to 4 Dot Meadows Home Owners' Association, Inc., a Montana Non-Profit Corporation, and its successors and assigns.

Section 2. "Board" shall mean the Board of Directors of the Association established to administer and enforce these Protective Covenants, and any amendments thereto.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of all Lot Owners.

Section 4. "Lot" shall mean and refer to any of the single plots of land described herein and shown upon the recorded subdivision plat of the 4 Dot Meadows Subdivision filed by the Declarant in the Office of the Gallatin County Clerk and Recorder.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract buyers and owners of a beneficial interest, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II. THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separate from the ownership of any Lot which is subject to an assessment. Each member shall be responsible for advising the Association of his or her acquisition of ownership, of his or her mailing address and of any changes of ownership or mailing address. The initial address of the Association shall be P.O. Box 990, Manhattan, Montana 59741. Upon notice, the Board of Directors may change the address of the Association.

Section 2. Voting Rights. The Association shall have one (1) class of voting membership. Each Lot Owner shall be entitled to one (1) vote, provided however, if there is more than one (1) Owner of a Lot, the Owners of such lot shall collectively only be entitled to one (1) vote.

Section 3. Board of Directors. The Association shall be governed by the Board. The Board shall be three (3) members, which number may be increased with a two-thirds (2/3) vote of the members. Until seventy-five percent (75%) of the Lots have been sold and title transferred from Declarant to Owners, the Declarant reserves the right to appoint and remove all members of the Board and to exercise the powers and responsibilities otherwise assigned by this Declaration to the Association. By express written declaration, Declarant shall have the option to at any time turn over to the Association the total responsibility for election and removing members of the Board.

Section 4. Authority. The Association acting through its Board of Directors, shall have the power and authority to adopt Bylaws, Design Regulations, enter into agreements and contracts, borrow money, acquire insurance, engage contractors, hire managers or other employees, pay Association obligations, and take such actions as shall be necessary or reasonable to administer these Covenants, care for, protect and maintain the streets, roads, trails, easements, common parking lots, landscaping, drainage easements and common areas and other common elements; to administer and enforce these Covenants; to set and collect assessments to carry out the purposes of these Covenants; to set annual and/or special meetings; and to act in any other matters set forth herein or which may serve the project, including the consent to the formation of improvement districts, either public or private, for such other improvements and ventures as the Association shall approve.

The Directors shall act by majority vote. The officers of the Association shall follow the directions of the majority vote of the Directors. Bylaws adopted by the Board may more particularly define and prescribe the procedures for meetings and notices of meetings, voting, duties of directors and officers and other procedural matters.

ARTICLE III. ANNUAL AND SPECIAL ASSESSMENTS

Section 1. Annual and Special Assessments. For each Lot owned within the subdivision, the Declarant hereby covenants, and the Owner(s) of any Lot, whether or not it shall be so expressed in any deed or contract, is deemed to have agreed to these covenants and have agreed to pay to the Association: (1) Annual assessments or charges; and, (2) Special assessments for capital improvements and activities. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, including collection costs and fees, shall be a charge on each Lot and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with the interest and costs shall be the personal obligation of the member(s) and Owner(s) of such property at the time when the assessment fell due.

Section 2. Purpose and Collection of Assessments. The assessments levied by the Association shall be used to promote the recreations, health, safety, convenience and welfare of the owners and for the improvement, repair and maintenance of common roads, trails and walkways, common easements, common parking lots, common facilities, common elements and common areas and for common expenses and fees, including professional fees and costs for administering and enforcing these covenants and the Bylaws and for any other purposes, expressed or implied, in these covenants. The Association through the Board shall have the authority to assess said expenses, costs and fees to the members in accordance with these covenants.

The Board shall have the power and responsibility of setting the annual budget. The amount of the annual assessments of each Lot for each year shall be based upon the budget. The total annual assessment shall be divided and paid equally by the Owner(s) of each Lot, regardless of the size of the Lot. The assessments may be collected on a monthly, quarterly, annual basis or other basis as determined by the Board.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy special assessments for defraying, in whole or part, the cost of any initial construction or replacement of common elements and capital improvements on the common areas, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of sixty-six and two-thirds percent (66 2/3%) or more of all of the votes of the members who are present, in person or by proxy, and who voted by mail, at a meeting duly called for that purpose. Special assessments may be levied to be paid over one (1) or more years.

Section 4. Due Dates. The Board shall fix and mail notice of the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date of each assessment and at least ninety (90) days in advance of a special assessment. Written notice of the annual and special assessments shall be mailed or personally delivered to every member subject thereto, at their last known mailing address.

Section 5. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of twelve percent (12%) per annum. The Association may bring legal action for collection against the members or Owners who are in default upon their obligation to pay the same or may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common elements or areas or by abandonment of his or her Lot.



Upon delivery, the assessment shall be a lien upon the Owner's interest in the Lot until paid in full. If the owner fails to pay an assessment on time, the Association may record a notice of the lien with the Gallatin County Clerk and Recorder's Office. If the lien is not paid within thirty (30) days of recording, the Association may foreclose the lien in the manner set forth under Montana law for the foreclosure of liens against real property.

Section 6. Sale or Transfer of a Lot. The sale, transfer or encumbrance of any Lot shall not affect the assessment lien if recorded in the records of Gallatin County, Montana, or the personal liability of the owner responsible for the assessment. No sale or transfer to a third party with actual or constructive knowledge of an assessment shall relieve such new Owner from the liability for any outstanding assessments, or from any assessments thereafter becoming due, or from the recorded lien thereof. A person or entity purchasing a Lot shall be responsible for checking with the Association for any outstanding assessments against said Lot before the closing upon the purchase.

ARTICLE IV. COMMON AREAS

Section 1. Construction by Declarant of Common Area Improvements. The Declarant shall install or cause to be installed or constructed, the common element improvements required by Gallatin County and the Montana Department of Environmental Quality (DEQ) for subdivision approval as well as other amenities such as walking and riding trails and ponds.

Section 2. Reservation of Easements for Utilities, Improvements and Amenities. The Declarant and the Association reserve and retain over, upon and under any part of the premises, reasonable and necessary easement and encroachment rights, to install utilities, service lines, amenities, and other improvements whether presently available or not. Declarant or the Association may grant such easement and encroachment rights to utility or service companies as necessary for installation of said improvements.

Section 3. Lot Owner's Responsibility. The Lot Owner shall be responsible for and have the obligation, at its cost, to install and hookup the utility and service lines from the lot lines to its building and improvements on the Lot. The Owners shall pay for all service and use charges billed by the utility and service companies for the use, maintenance and consumption of such utilities service.

Section 4. Maintenance of Common Areas. The Association shall be responsible for and have the obligation to maintain all common areas in good condition and repair. The cost of the common area maintenance shall be a part of the annual budget for the Association to be assessed to the members.

Section 5. Parks. The designated parks and open space areas in the subdivision shall be controlled, operated and maintained by the Association. The Linear Park Trail will be available for walking, bicycling, or roller-blading. No motorized vehicles of any kind shall be permitted in the common areas or easements or on trails. The Association will set up a use policy. Violators of said policies may be subject to a special assessment and forbidden from using the parks and subject to payment of any damages caused thereby.

WARNING: There is a drainage ditch on the west boundary (in the linear park) and there is a drainage ditch along the north boundary in the linear park adjacent to Weaver Road. These drainage ditches and any ponds that are in the development could have water in them and **could be a hazard to unattended children.**

Section 6. Roads. Access from any Lot to and from public roads shall be restricted to the interior roads shown on the Plat of the subdivision. All interior roads shall be controlled and maintained by the Association unless control and maintenance is taken over by a public body. All Lot Owners acknowledge and accept that Weaver Road is an unpaved gravel road that can produce dust and noise.

ARTICLE IV. USE RESTRICTIONS AND BUILDING DESIGN GUIDELINES

Section 1: Use Restrictions.

A. Residential Lots. Except as otherwise provided herein, Lots shall be used for residential purposes only. Only one (1) single-family dwelling unit shall be allowed per Lot and each dwelling unit shall have at a minimum, an attached or non-attached double garage. One (1) accessory building, which is incidental and secondary to the residence, shall be allowed on each Lot. Garages and accessory buildings shall be the same style and materials as the residence. The Owner or Owner's tenant may have a home occupation or hobby-business in a residence if the following conditions are met:

- i. The business use shall be clearly incidental and secondary to the residential use of the lot and shall not change the character of the residence or the neighborhood;

- ii. The business use shall be entirely inside a dwelling, garage, or storage shed, including any storage of materials or equipment;
- iii. The business use shall not occupy more than 400 square feet, total, of the residence, garage, and storage shed combined;
- iv. No non-resident employees shall be allowed, nor shall excessive traffic, noise, or pollution be permitted; and
- v. The business use does not constitute a nuisance to neighboring Owner(s).

The following are examples of home occupations: the making of clothing, the giving of music lessons, barber or beauty service, day care, accounting service, elderly care, service or product providers who maintain a telephone and office within the residence but the services and products are provided and sold off the premises; the pursuit of artistic endeavors such as making of pottery, ceramics, paintings or bronzes, and the like, provided that the products are marketed and sold off the premises and no foundries are used on the premises. These uses must not produce or cause excessive noise, annoying fumes, excessive traffic, or excessive truck traffic.

B. Commercial Use Lots. Lots 1-5 may be used for commercial purposes and commercial buildings may be built thereon provided the guidelines, submittals, permits and approvals are obtained from all appropriate regulatory and governing agencies including but not limited to the Department of Environmental Quality, the 4 Dot Sewer District, the Belgrade Rural Fire Department, and the State of Montana Building Codes Bureau. Further, the commercial use(s) must not produce or cause excessive noise, traffic, truck traffic or annoying fumes. These covenants do not guarantee commercial use of Lots 1-5.

C. No Further Subdivision. No Lot within the subdivision shall be split or divided or subdivided.

D. Central Sewer. No individual sewage or disposal systems whatsoever shall be permitted on any Lot. All dwelling units will connect at the Lot line to the central sewer at the owner's expense. The 4 Dot Sewer District will assess each Lot Owner an appropriate share of the power, labor, and maintenance expenses, as well as capital investment replacement.

E. Storage of Materials and Recreational Equipment. Supplies, boxes, materials, machinery parts, inoperable cars, boats, trailers, RV's, ATV's, motorcycles, etc. and the like (anything that is not approved as landscape) which are to be stored on a Lot shall be placed and stored in buildings for that purpose except one motor home, camper, boat, or camper trailer may be parked outside and uncovered in a side or rear yard and placed not more than six feet (6') from the dwelling unit or other building. No residential Lot shall be used for storage of any articles, vehicles, or other personal property of any quantity in excess of the immediate needs and personal use of the Lot Owner or the occupants thereof. Items that are being used regularly in the season for which they are designed may be temporarily left out of a building. At no time shall such equipment be parked on public roads or in public park areas.

F. Garbage, Junk and Refuse Disposal. Owners shall not allow junk, garbage, trash, slash, debris, or other waste to accumulate on any Lot except for the temporary accumulation of such items in sanitary containers which are emptied regularly. Incineration of any garbage, junk, refuse or solid waste is prohibited on all Lots.

G. Pets. No livestock, poultry, or other animals except dogs, cats, birds or other small in-house pets are allowed in the subdivision. A maximum of two (2) dogs may be kept on any Lot at any time. A maximum of two (2) cats may be kept on any Lot at any time. Owners must control their pets at all times. Owners agree they will not allow their dogs to bark excessively, roam at large, or be a menace to their neighbors. All dogs shall be kept tethered or confined on their Owner's Lot. If an animal becomes a nuisance, hazard, or threat to other persons or animals in the subdivision or to wild animals, the Association may order the Owner of such animals to remove the animal from the subdivision. Dog kennels for pets are allowed provided they 1) do not exceed 10 feet by 20 feet in size, 2) are located in the rear yards, 3) are screened from the neighbors view and 4) are kept in a clean and odor-free condition at all times. When walking your dog, you are responsible for removing and cleaning any messes along the way.

H. Temporary Structures and Outbuildings. No outbuildings shall be erected or maintained upon any Lot before the start of construction of a dwelling unit. No trailer, mobile home, shack, garage or other outbuildings shall be erected upon any part of Lot for use as a temporary or permanent residence. The use and location of any temporary outbuilding or structure located upon a Lot during construction of a dwelling unit shall be subject to approval of the Design Review Committee. Any such temporary structure shall be removed either within twelve (12) months from the start of construction or within thirty (30) days after completion of construction, whichever comes first. Self-contained recreational vehicles, motor homes or campers may be parked on a lot and occupied by visitors or guests for a brief period of time. No sewage will be allowed to run on the ground from said vehicles.

I. Nuisances. No obnoxious or offensive activity shall be permitted upon any of the real property covered by these covenants, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood as a

whole or the adjacent Lot Owners or which may depreciate the natural environmental amenities of said premises. Unlawful acts or activities are not permitted on the premises covered by these covenants.

Section 2. Building Design Guidelines.

A. Size. Each single-story residence or building shall contain a minimum of 1250 square feet of finished floor space above ground, exclusive of open or screened-in porches, decks, garages, and carports. If the structure has two (2) stories, there shall be a minimum of 1500 square feet finished floor space, exclusive of open or screened-in porches, decks, garages, and carports. No building shall be constructed of a height greater than two (2) stories.

B. Roofs. All roofs must have a minimum pitch of 6/12. Exceptions must be for architectural design and will be considered by the Design Review Committee.

C. Garages. All houses must have double garages, either attached or non-attached, of a minimum of twenty-two feet (22') by twenty-two feet (22'). Garages must have the same siding, roofline, and style as the dwelling unit.

D. Used Materials. No old houses or buildings or previously used building materials shall be moved onto any Lot or used to construct any building without express written approval of the Design Review Committee.

E. Parking. All Lots shall provide onsite paved parking adequate for a minimum of two (2) cars to ensure there will be no on-the-street parking under normal circumstances.

F. Driveways. All driveway surfaces must: (1) be a minimum of twenty-feet (20') wide; (2) be made of asphalt or concrete; and (3) extend and be connected to the pavement on the road serving as access for each Lot. Prior to or at the time of any improvements or construction on any Lot, an appropriate-sized and diameter, sixteen-gage galvanized steel culvert must be installed in the drainage area between the paved street and the Lot line to allow for any runoff. This shall be submitted with the site plans and must be approved prior to installation.

G. Setbacks. No building or structure shall be erected, placed, constructed, or remodeled so as to be less than twenty-five feet (25') from the front and rear Lot lines or less than fifteen feet (15') from the side Lot lines. The exception being corner Lots which shall have a twenty-five foot (25') side setback from any side Lot line contiguous to a road. The placement of buildings is also subject to any setback requirements shown on the Official Plat. Under hardship conditions, the Design Review Committee may grant exceptions to these setback guidelines.

H. Exteriors. The size, color, shape, location and use of each improvement shall conform with and be in harmony with the existing improvements on the Lot and the surrounding neighborhood and in conformance with state and county requirements. The exterior siding of any structures shall consist of wood, wood look-alike products, brick, stone, stucco or other manufactured exterior good quality materials, including metal siding, commonly now or hereafter used in the State of Montana on single-family residences. However, no sheet metal, panel metal siding, or cement block siding is allowed. No panel siding similar to T-111 siding or plywood sheet siding is allowed. All exterior surfaces shall have minimum reflection values. The primary or predominant colors shall be neutral or natural earth toned. Samples of complete color scheme to be utilized shall be submitted to the Design Review Committee for its approval before construction and before a change is made in the original color. There shall be no reflective materials used as siding or roofing, garage, carport, open or screened-in porches, decks, or other additions.

SECTION 3. Site Details.

A. Landscaping. All Lot Owners are required to landscape their Lot and maintain said landscaping. Prior to beginning construction of improvements on any Lot, the Lot Owner shall submit a landscape plan to the Design Review Committee for its approval. Each Owner shall be responsible for installing and maintaining sod in right-of-way between the Owner's Lot line(s) and the pavement of the road(s) adjacent to the Owner's Lot. In addition, Each Owner's must plant a minimum of three (3) trees in addition to shrubs, grasses, and other landscape features that serve to enhance the appearance of the site and blend in with the neighborhood within one (1) year of occupying the dwelling unit. The Owner must complete the restoration of the site within forty-five (45) days following the construction of the residence or within such period as may be reasonably necessary as dictated by weather conditions and approved by the Design Review Committee. The digging of dirt or gravel or the removal of the same from any Lot is expressly prohibited except as necessary in conjunction with roads, landscaping of, or construction on each Lot.

B. Noxious Weeds. Each Owner, or Owner's tenant, is responsible for controlling all noxious weeds on their Lot and shall destroy them according to county standards. Each Owner shall diligently attempt to prevent any noxious weed from going to seed. Replanting is required for all disturbed areas. For the protection of all Lot Owners, the Association shall have the option of mitigating noxious weeds from any Lot if the Owner fails to be diligent in doing so. The Association will charge the Lot Owner for this mitigation and may choose to assess a fine as well. For collection these charges and fines, the Association may utilize the remedies provided for in collecting Association assessments under these covenants.

C. Water Rights. There are no water rights from any ditch located on the premises associated with or appurtenant to any Lot in the subdivision.

D. Lighting. Each Lot shall include as part of the construction and landscaping a five-foot high post with a lantern-style light. It shall be placed five feet (5') from the edge of the property line and five feet (5') from the edge of the driveway. It shall be the type that comes on automatically at dark and turns off at dawn. Mercury vapor lamps shall not be permitted and no dusk-to-dawn ranch-type yard lights shall be allowed on any Lot.

E. Fences. Subdivision boundary fences, if necessary, will be constructed and/or maintained by the Association as required by Montana law or other legal agreement, with each Lot Owner being assessed a proportionate share of the costs thereof. Individual Lot fences may be built and maintained by individual Lot Owners and should be in keeping with the design of the home. There shall be no fences in any front yards. Fences may only be constructed on a line parallel with the front of the dwelling unit towards the back of the lot. Fences shall not be constructed past the front corner of the dwelling unit closest to the street and shall not exceed seven feet (7') in height. Fences shall be no closer than twenty-five feet (25') to any street right of way. "Gates" or entry "arches" of any type are not permitted on the Lots.

F. Utilities. An easement for utilities on and across each Lot is reserved by Declarant. Utility primary service lines currently available will be provided to the junction of the main access road and Lot driveways. Owners shall bear all responsibility and costs from such junction to the building(s) being constructed. All utilities of every nature shall be underground. Each owner is responsible for utility installation and maintenance in accord with state and local regulations.

G. Propane Tanks. Propane tanks must be installed according to provider and manufacturer guidelines. All propane tanks must be buried. The location of any propane tank(s) must be noted on plans submitted to the Design Review Committee.

H. Satellite Dishes. Satellite dishes shall be in rear or side yards or, if eighteen inches (18") in diameter or less, on a roof of a building.

I. Signs. "For Sale" or "For Rent" signs up to four (4) square feet are the only signage allowed on residential Lots except those required by governmental authorities. Signs for Lots 1-5 must be included in the landscape plan and must be approved in writing by the Design Review Committee.

ARTICLE V. GALLATIN COUNTY COVENANTS

The following covenants are required by the Gallatin County Commission as a condition of the preliminary plat:

1. The Association shall insure that all noxious weeds are controlled as per Gallatin County specifications.
2. Lot Owners and residents of the subdivision are informed that adjacent uses may be agricultural. Lot Owners accept and are aware that standard agricultural and 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.
3. The Association must maintain all fences bordering agricultural lands in accordance with state law.
4. The Association shall be responsible for maintenance of all parks within the subdivision.
5. Four Dot Sewer District shall be responsible for the maintenance of the sewer system.
6. The Association shall be responsible for maintaining all roads within the subdivision.
7. Site plans and building plans for commercial lots must be submitted to the Belgrade Rural Fire Department for review and approval prior to construction. Building permits for commercial structures must be obtained from the State of Montana Building Codes Bureau prior to construction.
8. Any covenant that is included herein as a condition of the 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.

ARTICLE VI. DESIGN REVIEW COMMITTEE

Section 1. Committee. The Design Review Committee shall consist of a minimum of three (3) persons who shall have authority to act hereunder. Initially, the committee members shall be appointed by the Declarant. The Declarant's appointees will serve until the duties are turned over to Home Owner's Association. The Design Review Committee reserves the right to require reasonable fees to be paid with the filing of the plans and specifications and the issuance of building approvals. The Design Review Committee shall have fifteen (15) days from the day a complete set of plans are received to either deny or approve said plans.



Section 2. Submission of Plans before Construction. No onsite clearing or construction shall be commenced until the complete plans and specifications for each development including plans for architecture, landscape and water/sewer placement, have been submitted to and approved in writing by the Design Review Committee. All three plans must be submitted at the same time.

A. Architectural. The Architectural Plan shall consist of a to-scale drawing of the improvements with sufficient detail and information for the Design Review Committee to determine its location, size, design, color, and use. Said plans and specifications shall include but not be limited to the following: (1) site plan of the lot; (2) designs, dimensions, and locations; (3) principal materials and color schemes to be used; (4) dimensions of exterior walls, windows and doors; (5) description of fences, lighting, off-street parking.

B. Landscape. The Landscaping Plan shall indicate the footprint for the buildings, the flatwork, and all landscaping features including ponds or other water-retaining structures. The plan must include sod in the front yard and the right-of-way area between the lot line and the pavement surface of the street as well as finish grading of the back and side yards.

C. Water/Sewer. A Water/Sewer Site Plan must be submitted on 8.5" x 11" paper with a fifty-dollar (\$50) review fee. (The developer will provide a plat showing the pre-determined placement of the well on each lot.) This plan must be submitted to the Design Review Committee and approved by Gaston Engineering prior to applying to the county for a tank-setting permit. The plan must show the following:

- i. All critical dimensions (i.e. finish floor elevation, building setbacks, well location.) Minimum of two (2) dimensions
- ii. Septic tank and sewer service location. Minimum of two (2) dimensions.
- iii. Builder's name, Home Owner's name, Applicant's name, addresses, phone numbers and Lot number.

Section 3. Approval of Construction Plans. Any site plan that is approved shall be completed in strict accordance with the approved plans and specifications. Any deviation from said plans that is a substantial detriment to the appearance of the structure or the surrounding area in the sole judgment of the Design Review Committee, shall be corrected to conform to the plan as submitted. Once approval of the plans is granted, the builder must commence construction within six (6) months. Any changes or alterations in the approved plans must be resubmitted to the Committee.

Section 4. Completion Times. Construction of any building shall be completed within one (1) year after construction begins. If it is not completed within said time period, the plans must be resubmitted to the Design Review Committee.

Section 5. Failure to Approve. In the event the Design Review Committee fails to approve or disapprove such design, location, construction and materials within fifteen (15) days after the detailed plans and specifications have been submitted, approval shall not be required and this article will be deemed to have been fully satisfied. Construction may commence in accordance with said plan, provided that the structure and plan conforms to the minimum building and use restrictions; and the other stipulations set forth in these covenants are met.

Section 6. Liability. Neither the Association, nor the Design Review Committee, nor the individual members thereof, may be held liable to any person for any damages or any action taken pursuant to these covenants, including, but not by way of limitation, damages which may result from assessments, correction, amendment, changes, or rejection of plans, the issuance of building permits, or any delays, associated with such action on the part of the committee, association or individual members thereof.

ARTICLE VII. TERMS, ENFORCEMENT, APPLICABILITY AND CHANGE OF COVENANTS

Section 1. Term. These restrictive covenants shall remain in full force and effect until January 1, 2021. After that date the said covenants shall automatically be extended for additional five (5) year periods until terminated or modified as hereinafter set forth by recording an acknowledged instrument signed by a majority of the Lot Owners in the subdivision.

Section 2. Enforcement. 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 covenants. 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, the Declarant, or the Association may enforce these covenants. The failure by the Declarant hereto or of any subsequent 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 the covenant or any other covenant thereafter or to collect damages for any subsequent breach of covenants. Invalidation of any of these



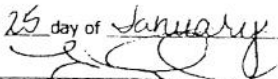
covenants by judgment or court order shall in no way affect any of the other covenants or provisions, all of which shall remain in full force and effect.

Section 3. Conveyance. In any conveyance of the real property described herein or of any Lot thereon, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the property is subject to the restrictions and covenants herein contained without setting forth such restrictions and covenants verbatim or in substance in said deed. All of the above-described real property and Lots shall be subject to the restrictions and covenants set forth whether or not there is a reference to the same in a deed or conveyance.

Section 4. Binding. A breach of any of the foregoing restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any lot or portion of the real property or any improvement thereon. However, the said restrictions and covenants shall be binding upon and inure to the benefit of any subsequent owner whose title thereto was acquired by foreclosure, trustee sale or otherwise.

Section 5. Amendment to Covenants. These covenants may be amended in whole or in part by the execution, acknowledgment and recording of an instrument in writing setting forth the amendment signed by the Owners of at least sixty-six and two-thirds per cent (66 2/3%) of the members of the Association. In this connection the Owner of each lot shall have one (1) vote per Lot, provided however, that the Declarant has two (2) votes per Lot until one hundred percent (100%) of the Lots are sold to third parties.

IN WITNESS WHEREOF, this instrument has been executed this 25 day of January, 2000

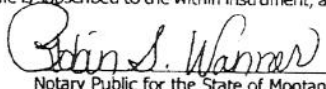


Thomas H. Langel, Declarant
4 Dot L.L.C., Managing Member



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On this 25 day of January, 2000, before me a Notary Public in and for the State of Montana, personally appeared Thomas H. Langel, known to me to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he executed the same.



Notary Public for the State of Montana
Residing at Manhattan, Montana
My commission expires: 12/02/2002