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**DECLARATION OF RESTRICTIONS  
AND  
ROAD MAINTENANCE AGREEMENT**

**Tracts 1-1 Through 1-7, Tracts 1 & 2, Amended,  
Certificate of Survey No. 2287.**

**and**

**The NE $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$  and Government LOTS 1, 4  
AND 5, SECTION 11, T1S, R27E, P.M.M.**

**THE SE $\frac{1}{4}$ SW $\frac{1}{4}$  AND GOVERNMENT LOT 12, SECTION 2, T1S,  
R27E, P.M.M.**

**YELLOWSTONE COUNTY, MONTANA**

This Declaration of Restrictions made this 26th day of April, 1999, by Eben Huntington and Lois I. Huntington (hereinafter referred to as the "Declarants").

**WITNESSETH**

**WHEREAS**, on the 19th day of September, 1985, at the hour of 2:30 o'clock p.m., Eben Huntington and Lois I. Huntington caused to be filed of record in the office of the Clerk and Recorder of Yellowstone County, Montana, under document # 1365083, a plat of Tracts 1 & 2, Amended, Certificate of Survey No. 2287, located in Section 15, Township 1 South, Range 27 East, P.M.M., Yellowstone County, Montana, which survey divided the original Tract 1 into seven tracts numbered 1-1 through 1-7; and

**WHEREAS**, on the 18th day of August, 1994, at the hour of 11:51 o'clock a.m., Eben Huntington and Lois I. Huntington caused to be filed of record in the office of the Clerk and Recorder of Yellowstone County, Montana, under document # 1753678, Certificate of Survey No. 2818 which survey establishes utility and access easements on the property described above without changing boundary lines of any lots or tracts from those established on Tracts 1 & 2 Amended, Certificate of Survey 2287; and

**WHEREAS**, Eben Huntington and Lois I. Huntington, being the owners of all the tracts in Tracts 1 & 2 Amended, Certificate of Survey No. 2287, and of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$  and Government Lots 1, 4 and 5, Section 11, T1S, R27E, P.M.M. and the SE $\frac{1}{4}$ SW $\frac{1}{4}$  and Government Lot 12, Section 2, T1S, R27E, P.M.M., YELLOWSTONE COUNTY, MONTANA now desire to place restrictions on tracts 1-1 through 1-7, inclusive, and upon the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$  and Government Lots 1, 4 and 5, Section 11, T1S, R27E, P.M.M. and the SE $\frac{1}{4}$ SW $\frac{1}{4}$  and Government Lot 12, Section 2, T1S, R27E,



P.M.M. for the use and benefit of present and future owners and heirs, assigns, successors and for those claiming under them;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby declare the following building and use restrictions, protective covenants and easements which shall be applicable to the real estate as described herein.

**SECTION ONE**

**DECLARATION OF RESTRICTIONS  
APPLICABLE TO:**

**Tracts 1-1 through 1-7 as more particularly shown on Tracts 1 & 2, Amended, Certificate of Survey No. 2287, Yellowstone County, Montana.**

**I. APPLICABLE TRACTS**

1-1. This section of covenants, restrictions and easements shall apply to the following described tracts (hereinafter individually referred to as a "tract" and collectively as the "tracts"):

**Tracts 1-1 through 1-7 as more particularly shown on Tracts 1 & 2, Amended, Certificate of Survey No. 2287, located in Section 15, Township 1 South, Range 27 East, P.M.M., Yellowstone County, Montana, according to the official plat thereof filed of record in the office of the Clerk and Recorder of Yellowstone County, Montana, under document # 1365083.**

1-2. Declarants hereby declare that all of the tracts described above shall be conveyed, hypothecated, encumbered, occupied, built upon or otherwise used, improved or transferred, in whole or in part subject to this declaration. All of the covenants, conditions and restrictions set forth herein are declared to be in furtherance of a general plan for occupancy, improvement and sale of the tracts and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the tracts and every part thereof. All of the covenants, conditions and restrictions shall run with the land and shall be binding upon and inure to the benefit of declarants and all owners and occupants of the tracts, and their heirs, devisees, trustees, assigns and successors in interest. All persons, corporations or other entities who shall hereafter acquire any interest in and to the real estate described herein shall be taken and held to agree and covenant with the owners of the tracts and with their heirs, devisees, trustees, assigns and successors in interest, to



conform to and observe the following covenants, restrictions and easements.

**II. ACCESS EASEMENTS**

2-1. In order to provide access and utility services to the tracts, the Declarants do hereby give notice of the existence of access and utility easements noted on Certificate of Survey 2818, which Certificate of Survey is incorporated herein by reference, along with other easements for access and utilities which have been separately established by the recording of grants of those easements.

**III. ACCESS ROADS And ROAD MAINTENANCE AGREEMENT**

3-1. **Construction and Maintenance of Roads.** Tracts 1-1 through 1-7 are served by roads previously constructed within the access easements. These roads are noted on Certificate of Survey 2818 as "Huntington Hills Road" and "Wild Turkey Lane." The owners of Tracts 1-1 through 1-7 shall be bound by the "ROAD MAINTENANCE AGREEMENT" set forth in set forth in Section Three of this Declaration.

**IV. BUILDING AND USE RESTRICTIONS**

4-1. No tract shall be further subdivided. Each tract in the above survey shall be known and described as a residential tract.

4-2. None of said tracts may be used or improved for other than private residential purposes. No structure shall be erected, altered, placed or permitted to remain on any such residential lot other than one single family dwelling, one garage or carport and where animals are permitted as hereinafter provided, up to two outbuildings for livestock.

4-3. Any residence erected on the tracts shall have a main ground floor area, exclusive of open porches, garage, breezeway or basement, not less than twelve hundred (1,200) square feet. In the case of split-level houses, the main floor area of the two main levels shall not be less than twelve hundred (1,200) square feet, exclusive of the areas listed above.

4-4. The term "residential purposes" as used in this paragraph shall be construed to exclude hospitals, duplex houses, apartment houses, condominiums and any other multiple dwelling houses, and to further exclude professional and commercial uses, and any such use of this property is expressly prohibited except as may be otherwise expressly allowed by this declaration.

4-5. No business, trade or occupation may be commercially operated or pursued on



any tract in the subdivision. No outside storage of materials, stock or inventory of any commercial operation is allowed. This prohibition does not apply to the use of part of a residence as an office or studio so long as such use does not involve the presence of employees, clients, patients or customers and so long as the use does not involve commercial manufacturing, assembling repairing or rebuilding.

4-6. Any buildings erected on said tracts shall be of new construction. No used buildings, move-on houses manufactured houses or mobile homes shall be allowed on the properties. All structures on a tract shall be of the same general color, and design. No A-frame structures shall be allowed on the property. All electrical, television cable, telephone lines or other transmission lines on the property shall be buried underground in accordance with generally accepted safety standards.

No garage or other building shall be used as a residence before completion of a dwelling house on the tract. No camp or travel trailers, recreational vehicles, tents, tepees, garages or other outbuildings on the property shall be used, temporarily or permanently as a residence.

4-7. No residence shall be constructed without an adequate septic or sewage disposal system and no outhouse or other sanitary facility of that type shall be permitted. All owners and occupants shall abide by the applicable sanitary restrictions and regulations of the State of Montana and Yellowstone County.

4-8. No tract or part of a tract shall be used or maintained as a dumping ground for trash of any kind. No trash, garbage or other waste shall be kept except in sanitary containers. Such containers shall be shielded from view of the access road and the other tracts except at such times as they are placed out for pickup.

4-9. Owners shall comply with all state and county regulations concerning weeds on their property.

4-10. No Construction equipment or materials of any nature may be moved onto a tract more than sixty (60) days before the start of construction and any building shall have its exterior completed within one year of the commencement of construction. No excavation shall begin and no construction equipment shall be located at the site more than thirty days before the beginning of construction. In any situation in which persons are on the site for construction or repair, toilet facilities, either in a residence or portable toilets, shall be required of the contractor or furnished by the owner.

4-11. No buildings or other structures except fences shall be located closer than thirty (30) feet from the edge of the access road easement (this will generally be sixty (60) feet



from the center of the access road) and twenty five (25) feet from the side and back lines of a tract. The front of a tract is the side facing the access road.

No barbed wire shall be allowed in fencing along boundaries between tracts. No board fence may be more than six (6) feet high and no fence of any kind may be more than seven (7) feet high. All fencing necessary to confine any animals to the owners tract shall be in place before any animal is kept on a tract.

No solid board fences may be constructed closer to the tract boundaries than the set-back distances required for buildings.

4-12. No more than four (4) large animals total (except for sheep and goats) will be kept per tract. Large animals permitted are restricted to horses, cattle, mules, donkeys llamas and alpacas. Up to a total of five sheep and goats in the aggregate over the age of six months may be kept on a tract. No more than a total of ten lambs and kids in the aggregate under the age of six months shall be kept on a tract. No bulls, jacks or stud horses may be kept. No ostrich, emu, rhea or swine will be kept at any time. No poultry, fowl, rabbits or other animals shall be raised on an extensive or commercial basis. No commercial kennels or commercial raising of dogs or cats or other animals generally kept as pets shall be permitted. All animals shall be prevented by the owner from straying onto any of the access roads.

4-13. Barns, corrals, mangers and related structures necessary for proper care of permitted livestock shall be permitted on the property. All such structures shall be of new construction and shall be kept clean and in good repair and appearance. No roping or rodeo arenas, chutes, stands or any other related structures shall be permitted.

4-14. No noxious, malodorous or unduly offensive activity shall be carried out on any tract, nor shall anything be done or permitted which may be or become an undue annoyance or nuisance to the neighborhood. No non-licensed automobiles shall be stored or allowed to remain on the property. No "junk" vehicles or portions thereof shall be allowed outside an enclosed building. All vehicles, travel and camping trailers, boats, machinery, snowmobiles, motorcycles, all terrain vehicles or other mobile devices of all types shall, if not stored inside an enclosed building, be in good condition, be licensed and registered as required by the State of Montana and if equipped with moving parts must be in good working order. No parts of any of the above enumerated items may be stored outside an enclosed building.

4-15. No motorcycles, all terrain vehicles, snowmobiles, or other such vehicles shall be operated on the access road or upon any of the tracts for recreation. Use of such vehicles shall be limited to ingress and egress to the residences and for normal work and



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chores around the tracts. Use of motor vehicles of any kind shall be restricted to existing or designated roadways except as is necessary for construction or for the normal work and chores on the tracts. No large trucks or semi-trailers shall at any time be stored or parked in the subdivision except for normal delivery of its contents to a tract or normal use during construction on a tract.

4-16. No hunting or shooting of game or other animals or birds is permitted anywhere in the subdivision. No guns of any kind may be discharged on the property. No explosives or incendiaries are permitted except for use of legal fireworks on traditional occasions.

4-17. No mining, drilling (except for water), quarrying, or removal of soil, sand or gravel will be done on the property. No commercial lumbering shall be permitted.

4-18. No signs, billboards, posters or advertising devices of any kind shall be erected or displayed upon any of the tracts except subdivision promotion signs and signs to identify occupants of a residence, construction contractor's signs or realtor's signs when a tract is for sale. Contractor's or realtor's signs shall not exceed 2 feet by 3 feet and shall be displayed only during construction or when a tract is for sale.

4-19. Satellite receiving dishes shall not be placed in the front yard of a tract. Front yard for this purpose is defined as the side facing the access road for tracts 1-1 through 1-7. No satellite receiving dish will be placed on top of any structure. No other antenna of any kind shall extend more than six (6) feet above the roofline of any structure. Set-back requirements from the property boundaries for satellite dishes shall be the same as for buildings.

4-20. No owner or occupant of Tracts 1-1 through 1-7 shall have the right to use the access roads in this subdivision for access to any contiguous property not in this subdivision with the exception that an owner of any of the property described as the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$  and Government Lots 1, 4 and 5, Section 11, T1S, R27E, P.M.M., and the SE $\frac{1}{4}$ SW $\frac{1}{4}$  and Government Lot 12, Section 2, T1S, R27E, P.M.M., Yellowstone County, Montana shall have an easement over Huntington Hills Road for access to that property. ("This subdivision" means the land in Tracts 1 & 2, Amended, Certificate of Survey No. 2287.) No owner of any tract or tracts may grant an easement or a right of way or permit access across any of the Tracts or access roads of this subdivision for access to any contiguous property outside of the subdivision.

4-21. The owners of Tracts 1-1 through 1-7 shall be required to keep the gate located at the intersection with Highway 87 E. at the southeast corner of Tract 1-6 locked, or in the case of an electric gate or solar powered gate, closed at all times.



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4-22. **Enforcement.** These covenants and restrictions, conditions, limitations and easements shall run with the land and shall be binding on the present owners and all subsequent owners of any portion of the area included in the property. Any provision herein may be enforced by any owner of any portion of the property, either by an action for damages arising out of a violation or by an action to restrain a threatened or prospective violation or to restrain a continuing violation or in any other manner permitted by law. In any action of any kind for the enforcement of these restrictions, if the relief prayed for is granted in whole or in part, the applicant for relief shall be entitled to recover necessary costs of the action, including a reasonable attorney's fee.

4-23. **Amendment of Declaration of Restrictions.** These covenants and restrictions are understood and agreed to be for the benefit of all lot owners, present and future. All covenants attach to the land and run with title thereto and shall be binding on all owners of Tracts 1-1 through 1-7 in Tracts 1 & 2 Amended, Certificate of Survey 2287.

This declaration may be amended during the first ten (10) years after recording by a recorded instrument specifically amending the declaration signed by all of the owners of tracts 1-1 through 1-7, inclusive. Beyond ten years after recording, this declaration may be amended by a recorded instrument specifically amending the declaration signed by the owners of seventy-five percent (75%) of all of the tracts 1-1 through 1-7, inclusive. No amendment shall be effective until it is recorded in the office of the clerk and recorder of Yellowstone County.

**SECTION TWO**

**DECLARATION OF RESTRICTIONS  
APPLICABLE TO:**

**The NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> and Government Lots 1, 4  
and 5, Section 11, T1S, R27E, P.M.M.**

**and**

**The SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> and Government Lot 12, Section 2, T1S, R27E,  
P.M.M., YELLOWSTONE COUNTY, MONTANA**

**I. APPLICABLE PROPERTY**

1-1. This section of covenants, restrictions and easements shall apply to the following described land (hereinafter referred to as "the property"):



The NE $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{2}$  and Government Lots 1, 4 and 5, Section 11, T1S, R27E, P.M.M., Yellowstone County, Montana.

The SE $\frac{1}{2}$ SW $\frac{1}{2}$  and Government Lot 12, Section 2, T1S, R27E, P.M.M., Yellowstone County, Montana.

1-2. Declarants hereby declare that all of the property described above may be conveyed, hypothecated, encumbered, occupied, built upon or otherwise used, improved or transferred, in whole or in part subject to this declaration. All of the covenants, conditions and restrictions set forth herein are declared to be in furtherance of a general plan for occupancy, improvement and sale of the tracts and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the tracts and every part thereof. All of the covenants, conditions and restrictions shall run with the land and shall be binding upon and inure to the benefit of declarants and all owners and occupants of the tracts, and their heirs, devisees, trustees, assigns and successors in interest. All persons, corporations or other entities who shall hereafter acquire any interest in and to the real estate described herein shall be taken and held to agree and covenant with the owners of the tracts and with their heirs, devisees, trustees, assigns and successors in interest, to conform to and observe the following covenants, restrictions and easements.

**II. PRESENT USE AND CONTINUATION**

2-1. At the present time, the property is bare land used for agriculture in the form of pasture for cattle. The property or any future subdivided part of it may continue to be used for comparable agricultural purposes for which it has been used in the past.

**III. RESTRICTIONS ON USE**

3-1. The property may be used for agricultural purposes except that no feedlot for livestock, poultry or swine may be operated on the property.

3-2. No part of the property shall be used or maintained as a dumping ground for trash of any kind. No trash, garbage or other waste shall be kept except in sanitary containers. No motor vehicle wrecking facility, as defined in §75-10-501(6) MCA (1997), or junkyard, as defined in §75-15-203(3) MCA (1977), shall be maintained on the property.

3-3. No noxious, malodorous or unduly offensive activity shall be carried out on any tract, nor shall anything be done or permitted which may be or become an undue annoyance or nuisance to the neighborhood.

3-4. No owner or occupant of all or any part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ ,





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NE $\frac{1}{4}$ SW $\frac{1}{4}$  and Government Lots 1, 4 and 5, Section 11, T1S, R27E, P.M.M., and the SE $\frac{1}{4}$ SW $\frac{1}{4}$  and Government Lot 12, Section 2, T1S, R27E, P.M.M. shall have the right to extend the easement for access across Tracts 1-1 through 1-7, C/S 2287 for vehicular access to or across any other property contiguous to the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$  and Government Lots 1, 4 and 5, Section 11, T1S, R27E, P.M.M., and the SE $\frac{1}{4}$ SW $\frac{1}{4}$  and Government Lot 12, Section 2, T1S, R27E, P.M.M. This provision is not meant to affect access to the property over the easement (recorded October 8, 1964 in Book 801, Page 184, Office of the Clerk and Recorder of Yellowstone County) or access to the property by such other easement as the owner of the property may in the future acquire for access to the property from the end of Huntington Hills Road.

3-5. No trailer court or mobile home park, as defined in §50-52-101(7), shall be allowed or maintained on the property.

#### VI. RESTRICTIONS ON FUTURE SUBDIVISION

4-1. No future subdivision of the property may create a parcel or tract of less than twenty (20) Acres.

#### V. AMENDMENT

5-1. Amendment of Declaration of Restrictions. These covenants and restrictions are understood and agreed to be for the benefit of all owners, present and future. All covenants attach to the land and run with title thereto and shall be binding on all owners of land in the property to which these restrictions apply. The restrictions applying to the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$  and Government Lots 1, 4 and 5, Section 11, T1S, R27E, P.M.M., and the SE $\frac{1}{4}$ SW $\frac{1}{4}$  and Government Lot 12, Section 2, T1S, R27E, P.M.M. may not be changed except by a recorded document signed by all of the owners of any of the property to which these provisions apply *and* all of the owners of Tracts 1-1 through 1-7 of Tracts 1 & 2, Amended, Certificate of Survey 2287.

#### VI. ROAD MAINTENANCE AGREEMENT

6-1. Construction and Maintenance of Roads. The described property is served by a road easement which crosses Tracts 1-1 through 1-7 of Certificate of Survey 2287. These roads are further noted on Certificate of Survey 2818 as "Huntington Hills Road" and "Wild Turkey Lane." The owner or owners of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$  and Government Lots 1, 4 and 5, Section 11, T1S, R27E, P.M.M., and the SE $\frac{1}{4}$ SW $\frac{1}{4}$  and Government Lot 12, Section 2, T1S, R27E, P.M.M. shall be bound by the "ROAD MAINTENANCE AGREEMENT" set forth in Section Three of this Declaration.



## SECTION THREE

### ROAD MAINTENANCE AGREEMENT APPLICABLE TO ALL ABOVE DESCRIBED PROPERTY

#### I. MAINTENANCE OF ROADS

1-1. The owners of Tracts 1-1-through 1-7 and the owner or owners of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$  and Government Lots 1, 4 and 5, Section 11, T1S, R27E, P.M.M., and the SE $\frac{1}{4}$ SW $\frac{1}{4}$  and Government Lot 12, Section 2, T1S, R27E, P.M.M. shall be equally responsible for the cost of maintenance, repair or replacement as deemed necessary by a majority of the owners of the tracts. The owner (or joint owners) of each tract shall have one vote for each tract owned by that owner (or joint owners) and shall be responsible for one proportionate share of the expense for each tract.

1-2. Each owner of one or more tracts or parcels of the above described property, by acceptance of a deed thereto, personally covenants and agrees to pay a proportionate share of the costs of maintenance, repair and replacement of Huntington Hills Road north of Highway 87 East, and Wild Turkey Lane. As used in this declaration, an owner's "proportionate share" for each tract shall mean an amount equal to the total costs and expenses of such maintenance, repair and replacement divided by the number of tracts or parcels in the property as a whole. The number of parcels attributable to the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$  and Government Lots 1, 4 and 5, Section 11, T1S, R27E, P.M.M., and the SE $\frac{1}{4}$ SW $\frac{1}{4}$  and Government Lot 12, Section 2, T1S, R27E, P.M.M. shall be the number of parcels in different ownership. An owner or a husband and wife as joint tenants owning all 242 acres of that property shall be deemed to own one parcel. Any parcels of that property owned by owner or joint owners different from any other parcel of the property shall be a separate parcel for determination of obligation for expenses of maintenance of the road under this agreement.

1-3. Each owner of a Tract further covenants and agrees to pay such proportionate share attributable to that tract upon submittal of a statement setting forth the costs for such maintenance, repair or replacement.

1-4. In the event any owner fails or refuses to pay the proportionate share of costs attributable to such owners Tract within thirty (30) days after submittal of the foregoing statement, then the amount of such costs shall thereafter bear interest at a rate equal to ten percent (10%) per annum, or the maximum rate allowed by law if such maximum rate is less than ten percent. In addition, the other or non-delinquent owners, or any of them, shall be entitled to commence an action against the owner personally obligated to pay the same, and



interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of the award or judgment. No owner may waive or otherwise escape liability for the costs or charges provided for herein by abandonment of his tract or parcel except that if a tract or parcel is conveyed while there is a balance due, the person(s) to whom it is conveyed shall be responsible for payment of such unpaid balance.

1-5. The said costs and charges related to maintenance, repair or replacement shall inure to the benefit, specifically, of each of the tracts, and shall further inure to the benefit of the present and future owners of said Tracts; and all of said future owners, their heirs, successors, personal representatives and assigns, and shall be subject to the aforesaid costs, charges, and fees.

1-6. The above provisions relating to the maintenance, repair and replacement of the roads shall apply also to the maintenance, repair and replacement of gates provided or to be provided at the highway access points of these roads, including an electric gate or solar powered gate the Declarants intend to install at the junction of Huntington Hills Road with the north side of U. S. Highway 87 East in the Southeast corner of Lot 1-6. Each owner of Tracts 1-1 through 1-7, by acceptance of a deed thereto, personally covenants and agrees to pay a proportionate share of the costs of operation, maintenance, repair and replacement of an electric or solar powered gate located at the Southeast corner of Lot 1-6 at the junction of Huntington Hills Road with Highway 87 East.

1-7. The owners and/or occupants of all of the property subject to this maintenance agreement shall be required to keep the gate, located at the intersection of Huntington Hills Road with Highway 87 E. at the southeast corner of Tract 1-6, locked, or in the case of an electric gate or solar powered gate, closed at all times.

## II. FORMATION OF ASSOCIATION IN FUTURE

2-1. The owners of a majority of the tracts, as determined according to the provisions of paragraphs 1-1 and 1-2 above, if and when they deem it necessary, may form an association with mandatory membership for all owners to carry out the functions of road maintenance or snow removal or both. Such association may adopt rules binding on all owners for meetings of owners, provision of notice of meetings and elections, election of officers or delegation of functions to designated individuals, assessment of estimated costs in advance, contracting for performance of maintenance or snow removal, payment for work done and collection of assessments or costs. The provisions so adopted may not provide any requirement for more than a majority of the owners to agree on actions or amendments and may not provide for the filing of a lien on the property of an owner to enforcement payment without a court judgment. Such an Association may be incorporated or not by decision of a majority of the owners and may be formed for maintenance alone or snow removal alone or both. No association so formed may allocate the costs of maintenance or snow removal



in other than equal shares absent unanimous consent of all the owners.

2-2. An association in accordance with these provisions may only be formed after reasonable notice to all owners in writing at their addresses on the property affected or, if such owner does not live on the property, at such address as Yellowstone County may use to mail tax notices for the property. Such notice shall designate the purpose of the prospective association and the proposed rules by which it will operate and shall be delivered or mailed to the owner not less than two weeks before the date set for formation of the association. Such an association may only be formed by a document signed by a majority of the owners and such document and any other relevant documents shall be furnished to all owners as soon as possible after formation of the association.

**III. SNOW REMOVAL**

3-1. The owners, as determined in paragraph 1-1 of this Road Maintenance Agreement, of all property subject to this agreement shall be equally responsible for payment of the costs of removing snow and ice, sanding and such other actions on the access roads as a majority of the owners may decide is necessary.

3-2. The provisions of the Road Maintenance Agreement in Paragraphs 1-1 through 1-5 as those provisions concern the determination of owners, the number of votes possessed by an owner and responsibility for and payment of costs shall apply in the same manner to the payment of the costs of snow removal.

3-3. The provision of the Road Maintenance Agreement in Paragraph 2-1 concerning formation of an Association of owners to carry out maintenance and/or snow removal may be applied by formation of a formal association for maintenance alone or snow removal alone or both.

**IV. AMENDMENT OF ROAD MAINTENANCE AGREEMENT**

4-1. The road maintenance provisions may not be amended at any time except by an instrument in writing specifically amending the provisions signed by the owners of a majority of the tracts and parcels subject to its provisions. If and when an association is formed to carry out road maintenance or snow removal, the provisions adopted by such association shall replace the Road Maintenance Agreement or Snow Removal provisions in this Declaration.

**DECLARANTS:**

Being the owners of all of Tracts 1-1 through 1-7 as more particularly shown on



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Tracts 1 & 2, Amended, Certificate of Survey No. 2287, Yellowstone County, Montana,  
 and  
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 and  
 The SE $\frac{1}{4}$ SW $\frac{1}{4}$  and Government Lot 12, Section 2, T1S, R27E, P.M.M., Yellowstone County, Montana

Eben Huntington  
 EBEN HUNTINGTON

Lois I. Huntington  
 LOIS I. HUNTINGTON

STATE OF MONTANA            )  
   : SS.  
 COUNTY OF YELLOWSTONE    )

On this 10<sup>th</sup> day of April, 1999, before me, the undersigned, a Notary Public for the State of Montana, personally appeared EBEN HUNTINGTON and LOIS I. HUNTINGTON, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



Ryan Willett  
 Notary Public for the State of Montana.  
 Residing at Billings, Montana.  
 My commission expires 10-15-99.