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JEFFERSON COUNTY

Recorded 4/6/2015 At 11:00 AM

BONNIE RAMEY, Clerk and Recorder

By *Shirley D. Dineen* Deputy

## AMENDED DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS

This AMENDED DECLARATION of Protective and Restrictive Covenants is made this 31<sup>st</sup> day of March, 2015, by an affirmative vote of no less than fifty percent (50%) of the land owners present either in person or by proxy at said meeting of Saddle Mountain Services Corporation, a Montana Corporation, and that Corporation charged with enforcing the declaration of protective and restrictive covenants previously enacted and recorded at Book 15 Misc., pages 521 through 531, in the records of the Clerk and Recorder of Jefferson County, Montana. Further, the Corporation charged with amending said covenants, if changes are in order, desires to place on file and of record the amended protective and restrictive covenants hereinafter set forth, the same to be applicable to the Maronick First and Second Additions to Saddle Mountain Estates Subdivision, does hereby adopt, declare and publish the following:

**STATEMENT OF INTENT AND DESCRIPTION:** All persons or Corporations who now or shall hereafter acquire any interest in and to property described herein or any part thereof shall take and hold the same and agree and covenant with all other owners therein and with their respective heirs, and be bound by successors and assigns, to conform and observe and be bound by the following covenants, restrictions and conditions to the use thereof which shall apply to and run with the conveyed land, and all successive future owners have the same right to invoke and enforce the covenants, conditions, restrictions and reservations applicable to this statement as the original parties hereto.

These covenants and restrictions are designed to provide a reasonably uniform plan for the development of the following described property in Jefferson County, Montana:

The Maronick First Addition to Saddle Mountain Estates Subdivision:

A tract of land in Lot 3, Sec. 19, Township 9 North, Range 2 West and the NE1/4 and SE1/4 Sec. 24, Township 9 North, Range 3 West, M.P.M., Jefferson County, Montana. The tract being more particularly described as commencing at the corner and common to Secs. 24 and 25, Township 9 North, Range 3 West and Secs. 19 and 30, Township 9 North, Range 3 West. Then North 3°49', West 1277.42' to the point of beginning, an iron pin. Then North 29°0' West, 959.44' to an iron pin buried. Then on a curve to the right of radius, 954.93' an arc length of 616.83' to an iron pin buried. Then North 8°0' East, 367.80' to an iron pin buried.





Then on a curve to the right of 954.93' radius, an arc length of 584.95' to an iron pin buried. Then North 43°06' East, 288.74' to a point on an existing county road. Then along the center line of the county road: S49°15' E, 151.88', S59°17' E, 413.75', S48°37' E, 206.03', S40°02' E, 953.20', S30°55' E, 521.94'. Then S0°18' E, 508.98' along the east boundary of Lot 3 to an iron pin. Then S74°31' W, 1484.57' to the point of beginning. The area of tract excluding roads is 69.94.

The Maronick Second Addition to Saddle Mountain Estates Subdivision:

A tract of land in Section 24, Township 9 North, Range 3 West, M.P.M. and being more particularly described as beginning at a point on the center-line of an existing road, said point being N23°31' E a distance of 872.26 feet from the one-quarter corner common to Sec. 24 and 25, Township 9 North, Range 3 West, M.P.M., a brass cap. Then N61°19'W, 188.16' along centerline of said existing road and the following curves, distances and bearings along the road; a curve to the left of arc length 326.84', Radius 904.67'; N82°01' W, 0.97'; a curve to the right of arc length 240.83'. Radius 582.67'; N57°27'W, 44.53'; a curve to the left of arc length 347.61', Radius 747.34'; N84°06' W, 107.94'; a curve to the right of arc length 113.94', Radius 227.66' to the point of intersection of the centerline of a platted road; then along centerline of the platted road N28°22' E, 365.78' to a point at the beginning of a curve; then N28°22' E, 52.77' to the point of intersection of said curve; then N42°40' E, 850.91' to an iron pin; then N59°40' E, 725.00' to a point on the centerline of a platted road, then N40°20'W, 179.44' along centerline of said platted road and the following curves, distances and bearings along the road; a curve to the right of arc length 653.71; Radius 430.52'; N46°40'E, 208.08; a curve to the left of arc length 251.16; Radius 595.62; N21°40' E, 444.20'; N51°40' E, 740.00' to a point on the centerline of the county road; then the following distances and bearings along the centerline of the county road: S58°20' E, 481.95'; S49°15' E, 864.04' to the intersection of the centerline of said existing road; then along the centerline of said existing road the following curves, distances and bearings: S43°06' E, 288.74'; a curve to the left of arc length 584.94', Radius 954.93'; S08°00' W, 367.80'; a curve to the left of arc length 616.83', Radius 954.93'; S29°00' E, 710.68'; a curve to the right of arc length 366.92, Radius 212.21'; S70°04' W, 30.94'; a curve to the right of arc length 233.68', Radius 220.37'; N49°11' W, 4.16'; a curve to the left of arc length 319.82', Radius 603.11'; N79°34' W, 233.76'; a curve to the left of arc length 279.27', Radius 249.11'; S36°12' W, 1.53'; a curve to the right of arc length 172.33', Radius 229.18'; S79°17' W, 237.11'; a curve to the left of arc length 268.39', Radius 190.99'; S01°15' E, 156.63'; a curve to the right of arc length 269.29', Radius 159.16'; a curve to the right of arc length 194.03', Radius 234.13'; N36°50' W, 28.11'; a curve to the left of arc length 111.29', Radius 260.44' to the point of beginning.

COVENANTS

1. GENERAL - SERVICE CORPORATION - ENFORCEMENT: The Maronick Additions to Saddle Mountain Estates Subdivision are planned developments for family living to provide a



reasonably uniform plan for this purpose and to this end the developer, Maronick Company, a partnership, has caused to be formed a non-profit Montana Corporation, known as Saddle Mountain Service Corporation, in which each grantee of property in the Maronick Additions to Saddle Mountain Estates Subdivision by the acceptance of title agrees to become, and shall be, a member, and membership in the Corporation shall include all of the purchasers or owners of lots in the Maronick First and Second Additions to Saddle Mountain Estates. Saddle Mountain Service Corporation is also formed for the specific purpose of providing water for domestic and garden uses and to engage in providing such other services and furnishing such other community facilities as the members shall from time to time arrange to provide for themselves and the By-Laws of the Corporation shall specify, among the purposes and duties of the Corporation, the enforcement of all of the restrictions, covenants, and conditions contained in deeds to the property, and the maintenance, preservation and improvements of such property and the keeping and maintaining of Maronick First and Second Additions in a clean and sanitary condition, including the removal of weeds and rubbish in vacant property and streets, so far as it may lawfully act, and the transaction of such other business as may be permitted by law. Grantees of the property agree to pay to the Corporation as members, dues or assessments including charges for water and other charges for such purposes, the amounts of which may be fixed by its By-Laws or by lawful act of its Board of Directors, for each lot by him purchased or owned.

It is understood and agreed that the Articles of Incorporation and By-Laws of the Corporation shall provide that each purchaser or owner of a lot in Maronick First and Second Additions to Saddle Mountain Estates Subdivision shall be entitled to one (1) vote at all elections and on all other matters that may come before a meeting of the members, subject to the proviso that if any member of such Corporation shall be the purchaser or owner of more than one lot in an addition, he shall be entitled to as many votes as there are lots purchased or owned by him. All parties intending to erect buildings in Saddle Mountain Estates or to add metal siding or metal roofing to new or existing buildings must first submit plans and specifications for intended structures to the Board of Directors by submitting said plans and specifications to Saddle Mountain Service Corporation, Box 919 Big Dipper Drive, Clancy, Montana 59634, for approval. The quality of workmanship and material, harmony of external design with the existing structures, and the location, with respect to the topographical grade elevation, must also be approved by the Board. The Board's approval or disapproval as required by these covenants shall be in writing. The Board shall respond with approval or disapproval within thirty (30) days. The plans as approved by the Board of Directors must be completed within one (1) year of the date of the commencement of the first construction of any type on the premises.

2. BOARD OF DIRECTORS. At the annual meeting of the members there shall be elected a Board of Directors. The Board shall manage the affairs of the Corporation. The officers, authority and duties of the Board shall be set forth in the By-Laws of the Corporation. None of the Board members shall be entitled to any compensation for the services they perform.





3. DWELLINGS: Only single family dwellings may be constructed and only one (1) such dwelling shall be constructed on each numbered lot as said lots appear on any official plat of said lands or part thereof. All dwellings shall be of good quality, permanent type construction, affixed to the realty, and esthetically compatible with the other structures in the subdivision, and flat-roofed or nearly flat-roofed structures such as trailer houses or mobile homes are specifically hereby prohibited, as are all structures which are designed to be more or less readily detached from the realty and moved from place to place, including but not limited to, those commonly known as double-wides, and similar "mobile home" structures. Poorly or cheaply constructed dwellings and all buildings that are not in keeping with the general decor of the subdivision are prohibited. Each dwelling shall have not less than 1,000 square feet measured on the outside perimeter on the top of the foundation of such dwelling, exclusive of porches, basements and garages.
  4. DETACHED GARAGE: If the garage is not attached to the house, it is to be constructed of a similar material and design as the house.
  5. OUTBUILDINGS: All outbuildings shall be of good quality, permanent type construction and esthetically compatible with the whole premises and subdivision.
  6. TEMPORARY STRUCTURES, RESERVATION OF SPACE AND COMPLETION OF CONSTRUCTION: No structure of a temporary character will be constructed, placed or used on any lot at any time as a residence or otherwise, except unoccupied travel trailers and campers, which are not unsightly, may be stored on the premises when not in use. No old buildings can be moved onto said lots.
  7. LOCATION OF BUILDINGS: No building shall be constructed nearer than ten (10) feet from side lot lines of property and no closer than twenty-five (25) feet from the front property line.
  8. WATER: All lots will be provided by the Saddle Mountain Service Corporation with one (1) water meter for the purpose of measuring water usage. Water used on each lot shall be run through a meter as set forth in the By-Laws established by the Board of Directors. All new frost-free hydrants must be metered through the house and any such new hookups shall be inspected by one or more of the Board members before backfilling the installation.
- Any existing frost-free hydrants must either: 1) be locked shut and not used, or 2) be metered through the house. The Board hereby agrees to contribute \$50.00 toward re-piping existing frost-free hydrants. If the owners of existing frost-free hydrants elect, they can be metered as follows: the owner may provide, at the owner's expense, an additional meter, similar to those utilized by the Board. The hydrant must be locked by the water board or metered at all times. The owner must call the water board to arrange dates for hook-up and removal of meter. Any expenses incurred or damage to meters is the owner's expense.



9. SEWER: No owner or occupant of any lot or parcel in this area shall construct any septic sewer system without complying with the laws of the State of Montana, the regulations of the Montana Department of Environmental Quality, and local health authorities pertaining to the maintenance of a septic sewer system; and at the time the sewer system is installed, an inspection must be held by some local health authority. Sewer installation must be approved by the Board of Directors, and must be amenable to connection to a general system constructed by the owners or Saddle Mountain Service Corporation in the future.
10. GARBAGE: The lot shall be not used for, nor maintained as a dumping ground nor shall any rubbish, trash, garbage or other waste be allowed to accumulate and all garbage must be kept in sanitary containers. No garbage receptacles or racks shall be placed closer than one hundred (100) feet from front property line of any lot unless the same is so constructed as to be completely underground or screened from sight by a suitable enclosure so as not to create an unsightly area or to interfere with the general beauty of the area, provided that garbage cans may be placed in front of buildings on the days of each week when garbage is collected and, further, no trash or garbage shall be burned anywhere on said lands. All such garbage disposal shall conform to local and state health and fire regulations.
11. FENCING: Property owners may fence their respective tracts, excepting that all fences must be well built of good materials and must be properly maintained so as not to adversely affect the esthetic value of any property. No high board fences or high hedges shall be erected, raised or permitted near intersecting roadways. Barbed wire will not be permitted.
12. FURTHER SUBDIVIDING: No residential lot or parcel shall be further subdivided, after same has been platted and the plat thereof filed as required by law for a subdivision.
13. COMMERCIAL ENTERPRISE: No manufacturing commercial enterprises, industrial enterprise or mining of any type shall be carried on, upon, in front of, or in connection with the lots or parcels in this subdivision. Hobbies may be pursued, including, but not limited to, 4-H project animals, breeding of dogs, cats and other household pets, repair of cars or other machines, and to other recreational pursuits, provided such activities are pursued in a suitable enclosure and do not constitute a nuisance or become obnoxious to other purchasers of said subdivision.
14. ANIMALS: No horses, cattle, hogs, goats, sheep or similar animals shall be kept or maintained on any of the lots in these properties or in any portions thereof; nor shall any poultry yard or poultry be maintained thereon; nor shall any person in the subdivision raise animals or pets, fowls or pigeons for sale or commercial purposes. The owner of each lot or parcel may keep the usual household pets, if kept without any continuous or audible disturbances or nuisances to the other residents of the area. Sales of animals are permitted only as related to hobbies permitted herein and directly incidental thereto.



15. ABANDONED VEHICLES: No motor vehicle which cannot be moved under its own power may be left on any lot or parcel other than in a garage for more than seventy-two (72) hours or left on the road in said area at any time. On-site parking shall be provided on every lot or tract for all automobiles, trucks, trailers, etc., kept by the owners or family of any tract. Scrap, junk cars and the like will not be permitted on any lot.

16. SIGNS, BILLBOARDS: No signs, billboards, posters or advertising displays or devices of any kind or character shall be displayed on any of said lots excepting land sale promotion signs, mailboxes or signs to identify the residences. For Sale and For Rent signs will not exceed two (2) feet by two (2) feet.

17. NUISANCES: No noxious, offensive or unlawful activities shall be carried on upon any lot nor shall anything be carried on which is a nuisance to the neighborhood.

18. EASEMENTS: There is hereby reserved, for the purpose of public utilities, a permanent easement across a strip of land five (5) feet wide on each side of all property lines which are within the platted portions of said lands for the purpose of ingress and egress to install, maintain and remove such utilities as may be required.

19. UTILITIES UNDER GROUND: All gas, telephone and electric public utility services will be provided by underground distribution systems; except those temporary services installed for construction purposes, which may be installed above ground for a period of one hundred eighty (180) consecutive days from the date of issuance of the building permit or beginning of excavation, whichever is earliest; provided, however, the Board of Directors of Saddle Mountain Service Corporation may authorize the issuance of written extensions of time under reasonable circumstances until construction can be completed.

20. CULVERTS: In the event it shall become necessary for a property owner within the Subdivision to construct a road, driveway or other access from a county road to their own lot or property, and the same shall cross or otherwise obstruct a natural or man-made surface water drainage, the property owner shall not block said drainage and shall, at his sole cost and expense, install a culvert at least twelve inches (12") in diameter and twenty feet (20 ') in length, to allow surface water runoff to flow unobstructed under the said road, driveway or other access.

21. DURATION: These amended covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time covenants will be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

The covenants can be changed at an annual meeting or at a special meeting called for that purpose by a vote of no less than fifty-percent (50%) of the land owners present either in person or by proxy at said meeting.

22. HOLD HARMLESS AND LIABILITY: Neither the individual Board of Directors nor officers of the Corporation shall be held liable for carrying out the duties that are specified in this Declaration Covenants and Restrictions or By-Laws.

23. ENFORCEMENT: Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant there to restrain violation or to recover damages. Failure by the Board of Directors or by any owner to enforce any covenant, condition or restriction shall in no event be deemed a waiver of the right to do so thereafter. Enforcement may also include, upon ample warning, termination of providing service to any persons violating.

24. ATTORNEY FEES: In any action brought by the Board of Directors to enforce the provisions hereof, the Board shall be entitled to reasonable attorney fees and costs as determined by the Court if it is the prevailing party to this action.

25. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Directors of Saddle Mountain Service Corporation hereby sets its hand on this 31<sup>ST</sup> day of March, 2015.

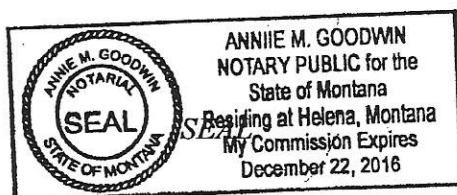
BOARD OF DIRECTORS OF SADDLE  
MOUNTAIN SERVICE CORPORATION

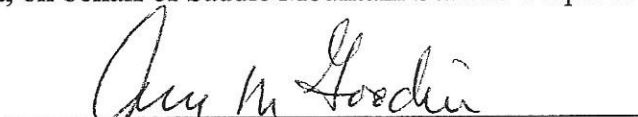
  
Bo Stuart  
President

  
Andrea Darling  
Secretary

State of Montana     )  
                              :  
County of Jefferson    )

This instrument was signed or acknowledged before me on March 31<sup>st</sup> 2015, by  
Bo Stuart, acting in the capacity of President, on behalf of Saddle Mountain Service Corporation.



  
Notary Signature