

JETTE MEADOWS LANDOWNERS ASSOCIATION

DECLARATION OF PROTECTIVE COVENANTS

JETTE MEADOWS PHASE I

JETTE MEADOWS PHASE II

AMENDED AND APPROVED JANUARY 1, 2013

JETTE MEADOWS LANDOWNERS ASSOCIATION

AMENDED AND RESTATED

DECLARATION OF PROTECTIVE COVENANTS

THIS AMENDMENT AND RESTATEMENT to the Declaration of Protective Covenants is made this 1st day of June, 2008, by those persons signing below and authorized pursuant to the By-Laws of the Landowners Association to amend these declarations.

RECITALS

WHEREAS, the Declaration of Protective Covenants pertains to all real property included in and developed as Jette Meadows Phase I and Jette Meadows Phase II, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder, Lake County, Montana, and described on Exhibit "A" and Exhibit "B" attached hereto, and incorporated by reference, such real property hereinafter referred to as the "Property".

WHEREAS, the above-described real property is currently encumbered by the Declaration of Protective Covenants as amended and restated filed on or about June 11, 2008, recorded under Microfilm No. 489988, in the office of the Clerk and Recorder, Lake County, Montana.

WHEREAS, members of the Association desire to amend and restate the Declaration of Protective Covenants currently, and affirm to do so pursuant to those provisions regarding membership and voting rights, Article III, of the Covenants that they deem to be in the best interest of the Property and the owners thereof

WHEREAS, this amended and restated Declaration of Protective Covenants will constitute the Declaration of Protective Covenants as it applies to the Jette Meadows Landowners Association and that real property described above In its entirety, this amended and restated Declaration of Protective Covenants is meant to replace in its entirety those Declaration of Protective Covenants initially filed with Lake County on December 3rd, 1979, Microfiche No. 252010 and subsequent amendments filed July 17, 1980, at Microfiche No. 255927 and Amended and Restated

Declaration of Protective Covenants filed April 8, 1981, at Microfiche No. 260786 and Amended and Restated Declaration of Protective Covenants filed September 30, 1994, at Microfiche No. 360724, and Amended and Restated Declaration of Protective Covenants filed February 10, 1997, at Microfiche No. 379881 and Amended and Restated Declaration of Protective Covenants filed April 22, 1997, at Microfiche No. 381270, and Amended and Restated Declaration of Protective Covenants filed October 4, 2002, at Microfiche No. 429025.

ARTICLE I.

DEFINITIONS

SECTION 1. "ASSOCIATION" shall mean the Jette Meadows Landowners Association, its successors, and assigns.

SECTION 2. "COMMON AREA" shall mean all property, including common open space and common facilities, in which the Association owns an interest for the common use and enjoyment of all of the members. Said interest or interests may include, without limitation, estates in fee, estates for a term of years or easements.

SECTION 3. "LOT" shall mean any Lot shown on a recorded subdivision plat of a portion of the properties, except Common Area.

SECTION 4. "MEMBER" shall mean any person or entity holding membership in the Association pursuant to its Articles of Incorporation and its By-Laws.

SECTION 5. "OWNER" shall mean the record owners, whether one or more persons or entities, of a fee simple title to any Lot, including contract purchasers, but excluding those having such interest merely as security for the performance obligation.

SECTION 6. "IMMEDIATE FAMILY" shall mean husband, wife, son, daughter; father, and mother or permanent household residents.

SECTION 7. "CAPITAL IMPROVEMENTS" shall mean any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area on the Property, including fixtures and personal property related thereto.

SECTION 8. "BOARD" shall mean the Board of Directors of the Jette Meadows Landowners Association.

SECTION 9. "NUISANCE" shall mean any public or private condition which produces an annoyance that a reasonable person would deem to be offensive or interfere with any Member's enjoyment of life or property.

ARTICLE II.

PROPERTY RIGHTS

SECTION 1. OWNERS EASEMENT OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area and shall have use of all common facilities, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area;
- b. The right of the Association to establish rules and regulations for use of any and all common facilities and open spaces which shall include but not be limited to the following:
 1. Camping on the Common Area shall be prohibited.
 2. Open fires on or in and around the Common Area shall be prohibited; provided, however, that propane stoves and barbecue grills may be permitted if they are closely monitored at all times when in use.
 3. Use of the Common Area for large gatherings (20 or more persons) shall require prior written approval of the Board of Directors of the Association. Owners shall be responsible for themselves and their guests with respect to their use and clean-up of the Common Area.
 4. No motorized vehicles shall be used within the Common Area, including but not limited to motorcycles, snowmobiles, and all-terrain vehicles; provided, however, that the use of motorized equipment within the Common Area shall be permitted for maintenance purposes with the approval of the Board.
- c. The right of the Association to suspend services provided by the Association or use of facilities of the Association by an Owner for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed 60 days for an infraction of its published rules and regulations;
- d. The right of the Association to suspend the voting rights and right to the use of the common facilities by an Owner for any period during which any assessment against his Lot remains unpaid; for any period during which an Owner is in violation of this Declaration as determined in the sole discretion of the Board of Directors of the Association; and for a period not to exceed (60) days for any infraction of its published rules and regulations;
- e. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members; no such dedication or transfer shall be effective unless an instrument signed by sixty-six percent (66%) of all Owners agreeing to such dedication or transfer has been recorded.

SECTION 2, DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and common facilities to the members of his Immediate Family, his tenants, or contract purchasers who reside on his or her Lot or bona fide house guests or any of the above.

SECTION 3, RIGHT-OF-WAY AND EASEMENTS. Each Lot and the Common Area shall be subject to such right-of-way and easement as the Association may grant for installation and maintenance of utilities and construction zones. The Association specifically reserves the right and power to grant such easements. Installations for water and sewer lines and utility lines, including electric power and telephone lines from the main lines to homes, shall be underground and at the expense of the Owner of the Lot desiring the same.

SECTION 4. PROHIBITED TRANSFERS. No Lot or any portion thereof shall be transferred to any Government, or any branch or bureau thereof, or held in trust for any person or group of persons for the purpose of, or with the result of, removing such Lot or any portion thereof from the Association's assessments and dues.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERSHIP. Every Owner of a Lot which is subject to assessment will be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot subject to assessment.

SECTION 2. VOTING RIGHTS. The Association shall have only one class of voting membership, which shall be all Owners of the Property. Members shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest in any Lot, all such persons or entities shall be Members; the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. Members will not be allowed to vote while any or all assessments against his or her Lot remain unpaid.

ARTICLE IV.

WATER SYSTEM

SECTION 1. OWNERSHIP. The Jette Meadows Lake County Water & Sewer District is the owner of the water system, which includes any and all water wells, reservoirs, pumps, pump houses, pressure tanks or any other appurtenances necessary for the proper operation of the water system as approved by the Montana Department of Health and Environmental Sciences. The water system shall be for the purpose of supplying domestic water to Owners of Lots in the Jette Meadows Subdivision Phase I and Jette Meadows Subdivision Phase II.

The Jette Meadows Lake County Water and Sewer District and the Jette Meadows Landowners Association Board are two separate, independent entities which seek to function in a cooperative manner for the benefit of all Jette Meadows property owners.

SECTION 2. WATER SYSTEM TIE-IN. Owners must comply with the requirements established by the Jette Meadows Lake County Water & Sewer District before tapping into the Jette Meadows Water System;

SECTION 3. WATER RATES, BILLING, AND TURN ON/OFF SERVICE. Water rates are set by the regulations governing the Jette Meadows Lake County Water & Sewer District and turn on/off service is coordinated by the Jette Meadows Lake County Water & Sewer District

ARTICLE V.

MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF A LIEN AND PERSONAL OBLIGATION FOR, FOR ASSESSMENTS. Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:

- (1) Annual Assessments or Charges; and
- (2) Special Assessment for Capital Improvements.

Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

SECTION 2. PURPOSE OF ANNUAL ASSESSMENTS. The annual assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents on the Property, for the improvement and maintenance of the Common Area, and for such other purposes as the Association, in its sole discretion, determines to be in the best interests of the Association and the Owners.

SECTION 3. AMOUNT OF ANNUAL ASSESSMENT. The annual assessment per Lot for 2008 shall be Seventy-Five Dollars (\$75.00). The maximum annual assessment per Lot, which may be made subsequent to 2008, may be increased each year by the Board of Directors by not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the members. An annual assessment per Lot may be increased by more than ten percent (10%) of the previous year if approved by two-thirds (2/3) of the votes by Members entitled to cast votes, who are voting in person or by proxy at a meeting duly called for such purpose. Annual assessments must be fixed at a uniform rate for all Lots. The amount of each

annual assessment, and the allocation thereof between property and water, shall be fixed by the Board of Directors of the Association.

SECTION 4. MAINTENANCE OF PRIVATE ROADS. The Association shall provide for the maintenance of the private roadways within the subdivision exclusive of individual driveways within the Lot boundaries. The Association shall have the power and authority to levy annual maintenance assessments or charges to those Members who require the use of a private roadway within the subdivision to gain access to their respective Lots. The Association shall be responsible for the portion of the cost of maintenance of roadways Surrounded by common area. Any parties not paying or participating in the private road maintenance according to this agreement may be assessed in the same manner as provided for in Article V Section 9, and the same can be collected as provided for in Article V Section 10. Members will not be allowed to vote while any or all annual maintenance assessments, including private road maintenance, against his Lot remain unpaid.

SECTION 5. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any Capital Improvement, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes by the Members entitled to cast votes, who are voting in person or by proxy at a meeting duly called for such purpose. Special assessments must be fixed at a uniform rate and assessed equally against all Lots.

SECTION 7. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 AND 6. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 6 of this Article V shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of one-half (1/2) of all Members entitled to vote, either in person or by proxy, shall constitute a quorum. The meeting may be adjourned at any time or from time to time, whether or not a quorum is present, for a period of time not to exceed sixty (60) days from the date set for the original meeting.

SECTION 8. ANNUAL ASSESSMENTS. Annual assessments shall be set by January 1st of each year and are due and payable on April 1st of each year. Assessments not paid by that date shall be deemed delinquent and voting rights for that Lot shall be suspended until all past and delinquent assessments are paid in full. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner or Member subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

SECTION 9. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring action at law against the Owner personally obligated to pay the same or

foreclose the lien against the Lot and improvements thereon. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien for the assessments provided for herein shall be subordinate to the lien of any first mortgage or trust indenture. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 11. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be paid in full on billing or in accordance with the terms stated in the billing.

ARTICLE VI.

ARCHITECTURAL CONTROL

SECTION 1. RESTRICTIONS. No residential or other structure and no fence, wall, garage, out-building or other structure, nor wire, pipe, cesspool, septic tank or drainfield, walkway, hedge, driveway, antenna or exterior ornament of any kind, or any addition, alteration, or remodeling thereof, shall be made, erected, altered, placed or permitted to remain upon any Lot until plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to the Design Review Committee.

SECTION 2. THE DESIGN REVIEW COMMITTEE. The Design Review Committee shall consist of three members appointed by the Board, all of whom shall be members of the Association. The Design Review Committee shall have the power to approve or disapprove such plans, specifications, and proposals based upon the harmony of external design, location in relation to surrounding structures and topography, the type of construction and the materials to be used in the construction. Such recommendations shall be made by a majority of Committee members and must be signed by a majority of the members thereof.

In the event that the Design Review Committee fails to approve or disapprove such design, location, construction and materials within thirty (30) days after the detailed plans and specifications have been submitted to the Design Review Committee, approval and compliance with this Article shall be deemed to have occurred. Any plans, specifications and proposals so approved, either expressly in writing or by the expiration of the thirty (30) day period described above, shall then permit the Owner to commence construction in accordance with said plan. Any deviation from said plans must be resubmitted to the Design Review Committee and receive approval by the Design Review Committee prior to implementation or construction of that portion which deviates from the approved plans.

Any structure to be erected in accordance with approval so given must be erected and completed within eighteen (18) months of approval or new approval must be obtained in the manner set forth above. If any exterior structure is begun and is not completed within eighteen (18) months of approval or new approval obtained, and in the judgment of the Design Review Committee is offensive or unsightly appearance, the Board of Directors of the Association may take such action as may be necessary in its judgment (which judgment shall be final and conclusive) to improve the appearance so as to make the property harmonious with other properties and Lots, including completion of the exterior of the structure, screening or covering or any combination thereof, or similar operations, and the amount of expenditures made in so doing shall be a lien on the Lot and any improvements thereon and may be enforced by an action of law. The Design and Review Committee recommendations shall be made by a majority of its members and any recommendations made by such Committee must be signed by a majority of the members thereof.

SECTION 3. NO LIABILITY. Neither the Association, the Board of Directors, the Design Review Committee, nor the individual members thereof may be held liable by any person for any damages for any action taken pursuant to this Declaration, including but not by way of limitation damages which may result from correction, amendment, changes or rejection of plans, the issuance of building permits, the actions identified in Article VI, Section 1 and 2 above, or any delays associated with such actions on the part of the Association, the Board of Directors or the Design Review Committee.

ARTICLE VII.

PROCEDURES FOR IMPROVEMENTS

No excavation, construction or other improvements of any kind shall commence until the Design Review Committee Rules and Regulations and the following procedures have been followed and completed:

1. A Lot Plan shall be submitted to the Design and Review Committee, which provides all of the information required in the Design and Review Committee's Rules and Regulations, and accurately indicating the outline and location of the proposed structure, road or other boundaries. Stakes or lathe delineating the location of the improvements shall be placed in the ground on the Lot for the Committee to observe. All driveways and structures must be at least twenty (20) feet from the Lot lines or boundaries, except driveways on Lots adjoining cul-de-sacs and/or where variances have been granted by the adjoining landowners and approved by the Design Review Committee. Lots adjacent to U. S. Highway 93 have a minimum setback of one hundred feet (100) from the property line next to the Highway.
2. A complete set of elevations, as well as a foundation and floor plan showing the size and outline of the proposed structure, shall be submitted to the Design and Review Committee if a structure is proposed to be built on the Lot. No structure, improvement or alteration shall exceed twenty (20) feet in height measured from the average level of finished grade without the unanimous approval of the Design Review Committee.

3. The initial structure on any Lot shall be the primary residential structure. The initial construction on any lot must include at least a single car garage in addition to the residence. The garage may be either attached or unattached to the residence.
4. Appropriate local and state plumbing code approving backflow restrictor faucets will be required on all outside water access points and their location shall be indicated on the plans.
5. All required Design and Review paperwork shall be completed and approved before commencement of construction and/or improvements.

ARTICLE VIII.

MINIMUM BUILDING AND USE RESTRICTIONS

SECTION 1. BUILDING RESTRICTIONS. No structure which fails to meet the following minimum standards shall be erected, placed or allowed to remain on any Lot, and the Design and Review Committee and/or Board of Directors of the Association shall have no power to approve any structure failing to at least meet the following minimum standards:

1. With exception of the Common Area, none of the Lots in the subdivision may be used or improved for other than private residential purposes and no more than one single family dwelling shall be erected, placed or maintained on any lots.
2. The initial structure on any Lot shall be primary residential structure. The initial construction on any lot must include at least a single car garage in addition to the residence. The garage may be either attached or unattached to the residence.
3. All construction shall comply with all applicable local and state building, plumbing and electrical codes.
4. Residential structures will be allowed as single family dwellings constructed on individual Lots provided they meet the following criteria:
 - a. That the residential structure is site constructed on a permanent foundation.
 - b. That the residential structure contain at least twelve hundred (1200) square feet of living space on the main floor.
 - c. That the residential structure is connected to the Association's water system.
 - d. That the residential structure qualifies for permanent Farmers Home Administration or Veterans Administration home financing.
 - e. That the residential structure complies with all local and state plumbing, building and electrical codes and specifications for conventional structures.
 - f. That the residential structure is found to be harmonious with the Subdivisions' other dwellings as approved by the Design and Review Committee.
 - g. That the residential structure meets the other requirements of these restrictive Covenants of this Declaration.
5. No building, structure, alteration or improvement shall exceed twenty (20) feet in height as measured from the average level of the finished grade without first securing unanimous approval of the Design Review Committee.
6. Plans for improvements on each residential lot shall provide for off-street parking.

7. No residential structure shall be occupied until the exterior is completed and painted, stained or treated with finish, the water supply and septic system connected and completed, and written approval of the local health authority obtained.
8. All structures are to be painted or stained in earth-tone colors or left in natural wood as defined by the Design Review Committee. Any brick or rock is permitted.
9. Roofs must blend in with the surroundings and are subject to approval or disapproval by the Board on the recommendation of the Design and Review Committee. Reflective. Unpainted metal roofing or siding will not be approved.
10. All wood burning fireplaces and stoves, whether located indoors or outdoors, must be equipped with chimney spark arresters that meet the United States Forest Service Specifications.
11. Outside illumination equipment or fixtures shall not be constructed unless attached to the main residential structure or garage, or unless attached to a pole not to exceed eight (8) feet in height, which pole shall conform with the general architectural plan of the residence. Mercury, halogen or similar lamps shall be hooded or silvered so that the glare from any such lamp does not go beyond the Owner's property line. Any connection between the residence or garage and any other outside illuminations, if such illuminations are not attached to such residence or garage, shall be underground. All outside wiring shall be subterranean. Television, radio, satellite dishes and other antennas located upon any Lot shall be of such a color and located so as to be inconspicuous.
12. Fences must be well constructed, neat in appearance and have approval of the Design Review Committee unless they are standard legal stock fences.
13. No old building or old houses of any type may be moved onto the described property.
14. No residential Lot shall be further subdivided in any manner.
15. No Lot shall be eliminated without the approval of the Board of Directors and all dues, fees and assessments associated with the eliminated Lot shall be prorated among the Owners and/or New Owners in accordance with their ownership interests.
16. If two or more lots are combined by legal title into one lot as provided in Article VII, Section 1, Paragraph 15 above they may not be subdivided again in any manner at any future time. The owner(s) of the lot formed by combining two or more lots will be entitled to only one vote for the combination.

SECTION 2. USE RESTRICTIONS

1. No Lot in the subdivision or any building or improvement erected thereon shall at any time be used for the purpose of any trade, profession, manufacturing or business of any description. A small business confined entirely within the exterior walls of a primary residence or garage will be permitted only with prior written approval from the Board. Traffic, pollution, noise, or other disturbance created by any business, sufficient to create a hazard, nuisance and /or lower property values, will be cause to terminate such privilege.
2. No trash, debris, organic or inorganic wastes shall be permitted to accumulate on any Lot or in any Street adjacent thereto, but shall be promptly and efficiently disposed of, and no vacant or other Lot be used as a dump ground or burial pit.

3. No structure of a temporary character, including but not limited to trailers, mobile homes, set together or expanding trailer houses or basement, tent, shack, barn or outbuilding, other than as above described, shall be constructed, placed or used on any lot at any time as a residence or otherwise.
4. No residential structure may be occupied until the exterior is completed, painted, and the water supply and septic system completed and the written approval of the local health authority obtained.
5. No swine, poultry, goats, or other livestock shall be raised, kept or cared for on any Lot or on the Common Area, except that riding horses and cattle may be stabled and pastured on any said Lot. Horses and cattle must be kept in such manner so as not to over graze the Lots, and be limited to one horse or cow per acre of Lot size. Eight laying chicken hens shall be permitted, but roosters are prohibited. Chickens shall not make excessive noise, or any other condition that would constitute a nuisance. Dogs, cats and other common household pets may be kept in accordance with the rules of the Association provided that they are not bred or maintained for commercial purposes. No animal shall be allowed to become a nuisance, including but not limited to dogs chasing vehicles or barking dogs left unattended for more than twenty-four (24) hours.
6. No signs, including but not limited to billboards, posters or other advertising devise of any kind or character, may be erected or displayed upon any of the residential Lots, except for signs displayed to identify the occupants of a dwelling or business office, without the approval of the Design Review Committee. "For Sale" signs of a maximum size of 24 inches by 24 inches are allowed on a Lot.
7. Except in an emergency situation when necessary for preservation of life or property, the discharge of firearms shall be prohibited. All hunting is prohibited within the boundaries of Jette Meadows Subdivision.
8. Mining, quarrying, excavation, oil drilling, or development of any kind shall not be allowed on any Lot or Common Area except for such excavations as may be necessary in connection with the construction or placement of improvements thereon in accordance with the requirements of these restrictive Covenants of this Declaration.
9. No private water wells shall be drilled on any Lot: the only water wells permitted on the Property shall be those authorized and maintained by the Jette Meadows Lake County Water & Sewer District .
10. No motorized vehicles or power tools may be used within the Common Areas except in connection with maintenance work as authorized by the Board of Directors.
11. All fires on a Lot must be conducted in accordance with applicable laws and ordinances and must be attended until dead out.
12. In so far as practical, all trees shall be kept pruned to prevent limbs from hanging near ground level and all dead limbs to be removed. Also any and all limbs within ten (10) feet of a residential structure must be removed.
13. Any tree that dies must be cut down immediately and if the death of the tree was due to disease, and if the Forest Service recommends the tree to be buried in a sanitary landfill, the Owner is to comply as soon as possible.
14. Individual diseased or insect-infested trees must be immediately treated using proper silvicultural methods necessary to maintain the health of the forest, or be cut and removed/slashed, as recommended in writing by the State Forester of the Montana

Department of State Lands or the Forest Service, and as directed and approved by the Design Review Committee.

15. No precommercial or commercial tree cutting is permitted unless it is in conjunction with a thinning operation designed to improve stand health or reduce fire hazard.

a. **Precommercial Thinning.** Live trees less than eight (8) inches in diameter at breast height, i.e., four and one-half (4-1/2) feet above ground level may be spaced to improve stand health and vigor without approval of the Design Review Committee. All slash must be lopped to within one (1) foot of the ground level or piled and burned within one year of thinning.

b. **Commercial Thinning** Live trees greater than eight (8) inches in diameter at breast height, i.e., four and one half (4-1/2) feet above ground level, may not be cut unless they are marked with paint above and below stump height and ground inspection is received as well as written approval from the Design Review Committee. No harvest method other than the individual tree selection system is permitted. As a general rule, commercial trees may only be cut to provide crown release and sunlight to adjacent reserve trees. Applicable State of Montana permits for logging and slash disposal must be secured by the Owner in advance of any cutting, and furnished to the Design Review Committee prior to their approval.

c. In the event that any commercial tree cutting proceeds without proper approval from the Design and Review Committee, or if deviations from the approved harvest plan occur, any member of the Design and Review Committee and/or Board of Directors of the Association shall notify the Lake County Sheriff to halt such operation. The Association shall have the authority to either (1) levy a ten thousand dollar fine against the Owner of the Lot, or (2) take such action as may be necessary in its judgment (which judgment shall be final and conclusive) to restore the Lot to proper stocking level including but not limited to slash disposal, site preparation and the planting of 2-foot to 6-foot trees of like species to those cut. The amount of any expenditures made in restoring the Lot or the amount of any fine levied but not paid shall be a lien on the Lot and any improvements thereon and may be enforced by an action of law.

16. **Other Cutting:** Individual diseased, insect infested, deformed or dead trees may be cut and removed/slashed at any time by the Owner without approval of the Board.

17. **Grass Seeding:** All areas with mineral soil exposed as a result of logging must be seeded with a forest grass mixture within one year of disturbance.

18. All Lot Owners shall maintain noxious weed control on their Lot. If attempts at control are not made, the Board of Directors will have the Lot sprayed, and the costs will be the responsibility of the Owner of the sprayed Lot. Payment will be due in thirty (30) days

upon receipt of bill. Unpaid bills will be subject to the same collection rules as "Annual Assessments." No liability is stated as in Article VI, Section 2.

ARTICLE IX.

GENERAL PROVISIONS

SECTION 1. REMEDIES AND ENFORCEMENT. For any and all violations of any restrictive covenant contained in this Declaration, except for tree-cutting as described in Article VIII, Section 2, Paragraph 16(b) above, the Board of Directors of the Association may impose a fine of the actual cost to remedy such violation (such remedy to be determined in the sole discretion of the Board of Directors of the Association). The amount of any such cost or fine levied and not paid by the Owner of the Lot upon which the violation occurred shall be a lien on the Lot and any improvements thereon and may be enforced by an action at law. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

SECTION 2. COSTS AND EXPENSES. All costs and expenses, including reasonable attorney's fees and expenses, incurred by the Association in enforcing any provision of this Declaration shall be paid by the Owner(s) of the Lot(s) against whom the enforcement is sought, provided that the Association prevails in its enforcement action either at law or in equity.

SECTION 3. NO WAIVER. Failure by the Association or by any Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. NO DELEGATION OF AUTHORITY. An Owner who leases his Lot and any improvements thereon to a tenant or otherwise delegates his rights as an Owner while retaining legal title to his Lot shall remain liable for all covenants and restrictions contained herein. Each such Owner shall have the responsibility and duty to advise his tenants or other delegates of the covenants and restrictions contained herein.

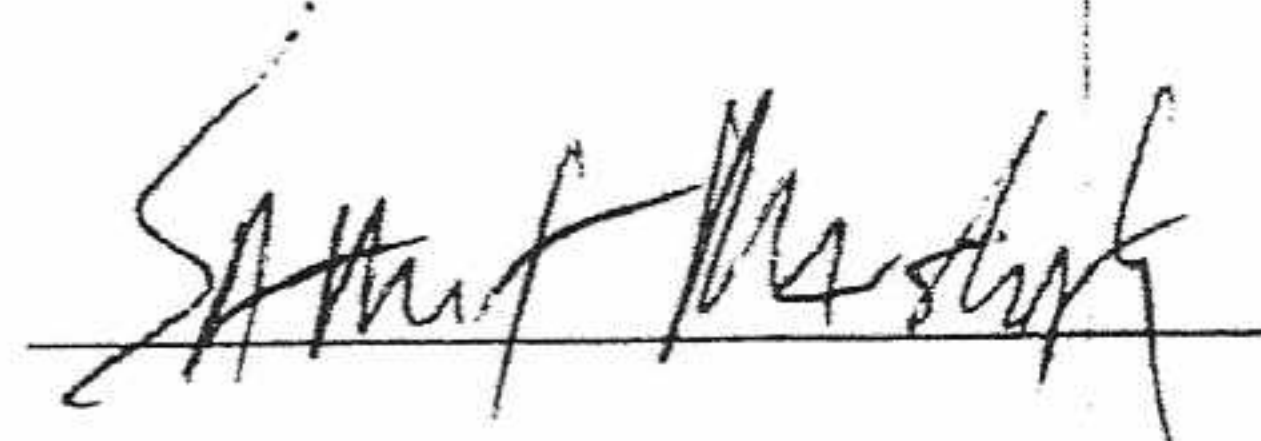
SECTION 5. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no event affect any other provisions which remain in full force and effect.

SECTION 6. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for twenty-five (25) years after adoption of these covenants and restrictions, after which time such covenants and restrictions shall automatically be extended for successive ten (10) year periods, unless an instrument is recorded, signed by the Owners of sixty-six percent (66%) of the Lots (and entitled to vote) within this subdivision, agreeing to revoke or amend said covenants and restrictions in whole or in part. This Declaration may be amended by an instrument signed by not less than sixty-six percent (66%) of the Owners entitled to vote; provided, however, that Article VIII (Minimum Building and Use Restrictions), Section 1,

526474

Paragraph 1 and Section 1, Paragraph 14 hereof shall not be amended without the approval of the Board of County Commissioners of Lake County, Montana. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned for the declarants listed on Attachment I hereof has executed this Declaration this 1st day of January, 2013.



Sam T. Marshall, President

Association for Declarants named

On Attachment I hereto

STATE OF MONTANA)

COUNTY OF LAKE)

On this _____ of _____, 2013, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledges to me that he executed such document and in the capacity indicated therein.

Notary Public for the State of Montana

Residing at: _____

My Commission expires _____

EXHIBIT "A"

526474

JETTE MEADOWS PHASE I

A tract of land located in and being a portion of the west one-half (W1/2) of Section 19, Township 23 North, Range 20 West, the east one-half (E1/2) of Section 24, Township 23 North, Range 21 West, and the southeast one-quarter (SE1/4) of Section 13, Township 23 North, Range 21 West, Principal Meridian, Montana, Lake County, Montana, and being more particularly described as follows:

Beginning at the corner common to Sections 18 and 19, Township 23 North, Range 20 West, and Sections 13 and 24, Township 23 North, Range 21 West, P.M.M.; thence along the line common to Section 19 and 24, S.00° 00'19" W., 1324.12 feet to the north one-sixteenth (N. 1/16) corner common to sections 19 and 24; thence leaving said section line, S.89° 55'21" E., 1289.96 feet to the northwest one-sixteenth (NW 1/16) corner of Section 19; thence, S.00° 12'04" E., 1223.30 feet to the center-west one-sixteenth (C-W 1/16) corner of Section 19; thence S.00° 13'45" E., 1333.63 feet to the southwest one-sixteenth (SW 1/16) corner of Section 19; thence, S.89° 50'05" E., 1321.14 feet to the center-south one-sixteenth (C-S 1/16) corner of Section 19; thence along the north-south midsection line of Section 19, S.00° 09'21" E., 849.48 feet; thence, N.89° 42'34" W., 1320.08 feet to the easterly boundary of Certificate of Survey Number 2659; thence the following seven (7) courses along the easterly and northerly boundary of said Certificate of Survey Number 2659: N.00° 13' 45" W., 286.96 feet; N.55° 4'33" W., 280.46 feet; N. 52° 44'48" W., 832.68 feet; N.50° 01' 40" W., 178.78 feet; N.66° 17'16" W., 198.44 feet; N.7° 52'42" W., 139.40 feet; and N.8° 10'06" W., 274.19 feet to the easterly

526474

JETTE MEADOWS LANDOWNERS ASSOCIATION

P. O. BOX 34, POLSON, MT 59860-0034

MAIL-IN BALLOT FOR AMENDED AND RESTATED COVENANTS

I, the undersigned member of the Jette Meadows Landowners Association, a Montana Non-profit Corporation, do hereby cast my mail-in voting ballot FOR _____ or AGAINST _____ the Amended and Restated Covenant.

Section 2 Use Restrictions 5

No ~~chicken~~, swine, poultry, goats, or other livestock shall be raised, kept or cared for on any Lot or on the Common Area, except that riding horses and cattle may be stabled and pastured on any said Lot. Horses and cattle must be kept in such manner so as not to over graze the Lots, and be limited to one horse or cow per acre of Lot size. Eight laying chicken hens shall be permitted, but roosters are prohibited. Chickens shall not make excessive noise, or any other condition that would constitute a nuisance. Dogs, cats and other common household pets may be kept in accordance with the rules of the Association provided that they are not bred or maintained for commercial purposes. No animal shall be allowed to become a nuisance, including but not limited to dogs chasing vehicles or barking dogs left unattended for more than twenty-four (24) hours.

Lot No. _____

Date: _____

Signed: _____

526474

December 15, 2012

(Note: The following is a list of names and their respective votes for the amendment of the 2002 Covenants. The vote represents landowners voting for/against allowing chickens in Jette Meadows. Attached hereto is the sample ballot that was presented to all landowners.)

LOT #	NAME	FOR/AGAINST
1	Christopher & Cammie Evenson	AGAINST
2	Philip Abbott	FOR
3	Matthew & Nancy Dougherty	FOR
4	Eric Bergoust	FOR
5	Patricia Cheesman	FOR
6	Svend & Ruth Larson	FOR
7	BLD Properties	AGAINST
8	Douglas Bauman & Helen Jordan	AGAINST
9	Dennis & Susan Villegas	FOR
10	Einar Stromnes	FOR
11	Craig & Patricia Barfoot	FOR
12	Juan Maso	(Did not vote)
13	Russell Barber	AGAINST
14	Sandra Ertle-Raymond (Jon)	FOR
15	Clifford & Patricia Anger	AGAINST
16	Richard Beauchamp & Katherine Johnson	FOR
17	Kathryn Johnson	FOR
18	Jeffrey & Erin Heninger	FOR
19	John & Andrea Miner	FOR
20	Nathan Preston & Abigail Eyre	AGAINST
21	Larry & Laurie Martinez	FOR
22	Ben & Pat Frickson	AGAINST
23	Kristi Johnson	FOR
24	Jerry Justus	FOR
25	Susan & Todd Erickson	FOR
26	Krystal Glass & Chris Peterson	(Did not vote)
27	Duane & Roxanna Kamarainen	FOR
28	Harry & Lynn King	AGAINST
29	Terry Schlador	FOR
30	Terry Schlador	FOR
31	Terry Schlador	FOR
32	Robert Stuart Trust	FOR
33	Robert Stuart Trust	FOR
34	Charles Watt	FOR
35	Robert Stuart Trust	FOR
36	Anthony & Rebecca Bontadelli	FOR
37	Donna Melton & Debra Johnson	FOR
38	Jon & Michelle Rushing	FOR
39	Keith Heftved	(Did not vote)
40	Stephen & Terri Bolin	FOR
41	Shawn & Christina Madsen	FOR
42	Robert Stuart Trust	FOR
43	Robert Stuart Trust	FOR
44	Gary & Linda Ferdinand	(Did not vote)
45	Randall Jones & Monika Mitchel	FOR

526474

46	Dennis & Sheila Delay	FOR
47	Ashley & Iris Felsman	(Did not vote)
48	Chris & Michelle Zempel	FOR
49	Greg & Bobbie Goldberg	FOR
50	Frederick & Lynn Church	FOR
51	Darren & Pamela Weise	AGAINST
52	Robert Stuart Trust	FOR
53	Peter Gleim & Donna Kotyk	FOR
54	Donna Kotyk	FOR
55	John & Jaymi Latzen	FOR
56	Robert Stuart Trust	FOR
57	David & Chere Tolley	FOR
58	Robert Stuart Trust	FOR
59	Jerry & Melody Skillings	FOR
60	Robert Stuart Trust	FOR
61	Jim & Shirley Johnson	FOR
62	Timothy & Erin Proctor	(Did not vote)
63	Rhonda Lee VanNess	FOR
64	Cindy Olson & Mike Lyons	(Did not vote)
65	Steven & Laura Siegelin	FOR
66	Rick & Theresa Taylor	FOR
67	Rick & Theresa Taylor	FOR
69	Stuart-Thomas Investments	(Did not vote)
70	Bruce & Debbie Lundquist	FOR
71	Lily Paulette Koprivica	AGAINST
72	Matthew & Heather Holmes	FOR
73	Mark & Cindy Baum	FOR
74	Jay & Patricia Cross	AGAINST
75	Cameron & Amy McConnell	AGAINST
76	Darroll Denny	FOR
77	Wayne & Kim Sicz	FOR
78	Gerald & Jane Taylor	FOR
79	Meredith Mayorga	FOR
80	Jon & Bonnie Petersen	FOR
81	Robert Eckhardt & Steven Delay	FOR
82	Steven & Carla Delay	FOR
83	Wayne & Kim Sicz	FOR
84	Nicholas & Ali Pierce	AGAINST
85	William Schalk	FOR
86	John & Deborah Cotton	FOR
87	Bernd & Suzanne Albrecht	FOR
88	Rodney & Margaret Fair	FOR
89	David & Marie Fong	FOR
90	Dennis & Janene Lichtenberg	FOR
93	Robert & Carol Waters	AGAINST
94	Clayton & Martha Odegaard	FOR
95	Andrew Speer	FOR
96	John Colwell & Linda Lewis	FOR
97	Cyrus Hawkins	(Did not vote)

526474

98	Mark & Julie Calhoun	FOR
99	John R. & Elaine Christensen	FOR
100	Stephen & Linda Goldberg	FOR
101	David York	FOR
102	Rev Glen & Vivienne Wanless	(Did not vote)
103	David & Constance Roberts	FOR
104	Harvey & Robin Ohriner	AGAINST
105	Robert & Darla Pearson	FOR
106	Jeanne Herring	FOR
107	Richard & Elizabeth Moree	FOR
108	Jose & Barbara Quinones	(Did not vote)
109	Dino & Joyce Combs	FOR
110	Monte & Julie Berg	FOR
111	Christopher & Lisa Caldbeck	FOR
112	Chester & Janys Crawl	FOR
113	Revelle & Lou Jean Nelson	FOR
114	William & Margaret Clay	FOR
115	Wayne & Nancy Morris	FOR
116	Betty Hernandez	FOR
117	Joseph Brasch & Alicia Funke	(Did not vote)
118	Steven Bundy	AGAINST
119	Randee & Aaron Benson	(Did not vote)
120	Dr. Fredrick & Dr. Jean Abel	FOR
121	Jessee & T. Renee Kittle	FOR
122	DJ & Yvonne Toney	FOR
123	Jim & Linda Kittle	FOR
124	Jose & Tina Quinones	(Did not vote)
125	Barbara Swanson	FOR
126	Paul & Yvonne Otis	AGAINST
127	Lowell & Linda Bosshardt	FOR
128	Betty Hickenbottom	FOR
129	Paul Shocky	(Did not vote)
130	Michael & Kathline Kvam	(Did not vote)
131	Gregg & Jill Perkins	FOR
132	Cruzita Quinones Cederstrom	FOR
133	Audra A. Herkert	FOR
134	Chester & Pat Rollins	FOR
135	Western Breeze LLC	(Did not vote)
136	Robert & Hazle Heth	FOR
137	John & Cathy Patton	AGAINST
138	James & Monya Virgil	FOR
139	Erich & Antonja & Tina Schaile	FOR
140	Edward Gray	(Did not vote)
141	Jeffrey & Catherine Louison	FOR
142	Arthur & Patricia Zetterberg	(Did not vote)
143	Philip & Jackie Schlamp	(Did not vote)
144	H.A. & Geneva Matter	AGAINST
145	Adam & Tanya Smith	FOR
146	Brian & Jalyn Baird	FOR

147	Mark & Jessica Henry	FOR
148	Lloyd & Joy Eckley	FOR
149	Fred & Christine Friesz	FOR
150	William & Joanie Hines Trust	(Did not vote)
151A	James & Terry Haynal	AGAINST
152B	Daniel Simms & Vickie Friend	AGAINST
153	Wayne Richardson Trust	AGAINST
154	Sandra Donahue	FOR
155	John & Phyllis Ortgies	FOR
156	William & Nancy Pray	FOR
157	Robert Underwood	FOR
158	Keith & Carole Rennie	FOR
159	William & Roxena McDermott	FOR
160	Thomas & Kay Malloy	AGAINST
161	Marshall & Kristi Shoven	AGAINST
162	Kevin Gross & Kim Evertz	(Did not vote)
163	Harold Fisher	AGAINST
164	Jeffery & Susan Tuttle	FOR
165	Gregory & Jennifer Hobbs	FOR
166	Karisa Dooley	(Did not vote)
167	Virgil & Anita Peek	FOR
168	Travis & Linda Fisher	(Did not vote)
169	Larry Klein	(Did not vote)
170	Richard & Kimberly McLean	FOR
171	George & Norma Walter	FOR
172	Sam & Mary Becker	FOR
173	Sam & Barbara Marshall	FOR
174	Gordon & Donna Terry	FOR
175	H. Martin & Lee Ann Koch Trust	(Did not vote)
176	Karl & Lisa Chlarson	AGAINST
177	Bella Jane Clairmont	FOR
178	Bill & Cate Whiting	FOR
179	Bo & Amber Dailey	FOR
180	Paul & Carla London	FOR
181	Jeff & Heidi Howell	(Did not vote)
182	Harvey & Joyce Town	FOR
183	Betty Bjork Trust	FOR

126 For

26 Against

28 Did not vote