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STATE OF MONTANA MADISON COUNTY

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BY:

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**MADISON RIVER  
RCH ASSOCIATION  
INC**

**COVENANTS, CONDITIONS and  
RESTRICTIONS (CCR's)**

**MADISON RIVER RCH ASSOCIATION INC**  
**COVENANTS, CONDITIONS and RESTRICTIONS (CCR's)**

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**AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
MADISON RIVER RCH ASSOCIATION, Inc.**

This Amended and Restated Declaration is made this 1st day of XXX XXXX, by Madison River RCH Association, Inc., a Montana Mutual Benefit Non-Profit Corporation.

**COVENANTS**

Recitals

A. The property described on attached Exhibit "A" (the "Property") has been made subject to the terms and provisions to that certain Declaration of Covenants, Conditions and Restrictions (the "CCR's") dated October 31, 1988, and executed by Yellowstone Basin Properties, Inc

B. The CCR's provides that it may be amended with the consent of the persons owning a majority of the Tracts comprising the Property.

C. The Association desires to amend and restate the CCR's in its entirety, as set forth herein.

IN WITNESS WHEREOF, the Association hereby amends and restates the Original CCR's in its entirety, and adopts all of the following covenants, conditions and restrictions:

**ARTICLE I**

Purpose of COVENANTS

1.1 Purpose. It is the purpose of these covenants that the present natural beauty, view and surroundings of the Property shall be always protected insofar as it is possible in connection with the uses and structures permitted by this instrument. The Association hereby declares that the Property and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied, improved and otherwise affected in any manner subject to the provisions of the CCR's, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of ownership referred to herein and are further declared to be for the benefit of the Property and every part thereof and for the benefit of each Owner thereof. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes as the case may be and shall constitute benefits and burdens to the Association, its successors and assigns, and to all parties hereafter owning any interest in the Property.

**ARTICLE II**

Definitions

2.1 Association. "Association" means the Madison River RCH Association, Inc., a Montana mutual benefit nonprofit corporation.

2.2 Bylaws. "Bylaws" means the Bylaws of the Association, which is incorporated herein by this reference, as the same may be amended from time to time.

2.3 Common Areas. "Common Areas" means both that portion of the Property belonging to the Association and the Common Easements to which the Association has access and all such other real and personal property owned from time to time by the Association for the use and benefit of the Owners.

2.4 Common Easements. "Common Easements" means all roads leading from public roads and highways into the Property, and all roads and trails within the Property, as more fully described in Section 4.1 hereof, but not including driveways situated on Tracts.

2.5 Common Area. "Common Area" means approximately 55 acres of the Property belonging to the Association along the Madison River reserved for the use of all Owners.

2.6 Owner. "Owner" means the Owner of record, including successors and assigns, of any Tract of land comprising a portion of the Property. The term "Owner" shall also mean and include purchasers of any Tract under a contract for deed or similar instrument. "Owner" shall not include those having an interest in the Property merely as security for the performance of an obligation, nor shall such term include lessees.

2.7 Property. "Property" means that certain real property located in Madison County, Montana, described in Exhibit "A" attached hereto and any additional property which the Association makes subject to these CCR's in the future.

2.8 Tract. "Tract" means each Tract of land shown on any recorded subdivision map of the Property and any additional Tracts which may become annexed to, and made a part of, the Property, including any "New Tracts" created pursuant to the provisions of Section 6.9 below.

2.9 Development Zone. An area of approximately 7 acres included within the Common Area that is reserved for development by the Association (see Exhibit B).

### ARTICLE III

#### Madison River RCH Association Inc.

3.1 General Purposes and Powers. Madison River RCH Association, Inc., has been formed as a mutual benefit nonprofit corporation to maintain and repair the Common Easements and Common Area, perform functions as provided in these CCR's and to further the common interests of all Owners of which may be subject, in whole or in part, to any or all of the provisions, covenants, conditions and restrictions contained in these CCR's. The Association shall be obligated to and shall assume and perform all functions and obligations imposed on it or contemplated for it under these CCR's and any similar functions or obligations imposed on it or contemplated for it under any Supplemental or Amended CCR's or the Bylaws with respect to any Property now or hereafter subject to these CCR's. The Association shall have all powers necessary or desirable to effectuate these purposes.

3.2 Membership in the Association. All persons or legal entities who own a Tract(s) in the Property by whatever means acquired shall automatically become Members of the Association, in accordance with the Bylaws of the Association.

### ARTICLE IV

#### Common Areas and Easements

4.1 Access Roads and Trails. The following perpetual Common Easements are hereby created, granted, and conveyed to the Association and each Owner:

(a) An easement for general ingress and egress to each Tract and to all Common Areas by means of all roads, trails, and easements leading from public roads and highways into the Property and all roads, trails, and easements within the Property; which interior roads, trails, and easements appear or will appear on duly filed Certificates of Survey describing the Tracts and the Property, or any portion hereof.

(b) A general utility easement, to serve the Owners and the Association only for electricity, gas, sewer, communications, telephone, water, and all other utility equipment and facilities. This easement is created and granted over a 30-foot-wide parcel immediately adjacent to, and running along, each property line for each Tract (i.e., a 60-foot-wide easement having the boundary lines of each Tract as its center line). This easement for utilities is also created and granted over the property extending 30 feet along each side, and immediately adjacent to, the boundaries of each road and trail easement described in subparagraph (a), above. All utilities, except for extensions from the utility easements to dwellings and buildings constructed on Tracts, must be constructed and maintained within these easements. Included in these easement rights is the right to enter upon and excavate these easements for the purpose of installing, repairing, replacing, removing and otherwise servicing the lines, pipes, equipment and other facilities installed in such easements.

With respect to each Owner, the above-described easements shall be appurtenant to, and create a burden and encumbrance upon, each Tract within the Property for the benefit of each Owner, so long as he or she owns a Tract.

Owners are responsible for keeping the gate combination secure and shall provide it only as needed to the Owner's guests, contractors and vendors. The cost of repair or replacement of any and all damage that occurs on the Property or to or in the Common Areas caused by an Owner or the Association, their guests or contractors or vendors is the sole responsibility of that Owner or that Association. The repair or replacement shall be done by the owner or an approved contractor following approval by the Board of Directors and shall be considered complete with the written approval of the Board of Directors.

Owner's shall not give permission for transit through the Property or to access the national forest or adjoining lands to any person or entity other than their personal accompanied guests, for which they are responsible, without the prior permission of the Board of Directors.

4.2 Common Area - The Common Area of the Property shall consist of approximately 55 acres of property along the Madison River which shall be used as a park, for open space, to provide common access to the Madison River for fishing and other recreational activities and for such other purposes as the Association shall determine. No improvements shall be constructed in or upon the Common Area, other than those improvements that the Association, acting through its Members, determines to be appropriate and beneficial to the Owners except in a development zone per the survey defined in Exhibit B. Any such action to create improvements upon the Common Area outside of the development zone shall require the approval of 85% of the Owners who are eligible to vote. Any maintenance of such improvements shall be conducted as in the case of all other Association business, unless another percentage is required by the vote authorizing such improvements. To Amend or Repeal Section 4.2 Common Area, the approval of 85% of the Owners who are eligible to vote is required.

4.3 Obstructions on Common Easements. No gates or obstructions shall be placed upon or block any access road or other road or trail within the Property unless such road or trail terminates on an Owner's Tract, and then only if such gate or obstruction does not impair access to any other Tract or Common Areas. However, an Owner may place, at Owner's expense, a cattle guard in the Common Easements, if the cattle guard is constructed to county regulatory specifications, has a concrete block or concrete foundation and a gate on one side of the cattle guard for livestock, horses, or by persons using the road. An Owner may only install a cattle guard in a road or trail at a place where such road or trail passes through such Owner's Tract.

4.4 Maintenance of Common Easements and Common Areas. The Association, acting by and through its Board of Directors and Members, will be responsible for the maintenance of the Common Areas and Common Easements. Owners may not have access by automobile to each Tract on a year-round basis. The Association shall not have any duty or obligation to remove snow or mud from roads or trails in the Property.

4.5 Firearms. Use of firearms is not permitted on the Common Area. Firearms may not be fired from adjacent property into the Common Area.

4.6 Motorized Vehicles. Motorized vehicle usage, including but not limited to ATVs and motorcycles, within the Common Area, is restricted to established roads and the designated parking area which is adjacent to the established road.

4.7 Overnight Guests. Overnight guests shall only camp or reside on the Owner's Tract, and shall not camp or reside in the Common Area.

4.8 Parking Area. All vehicles parking within the Common Area are required to display proper Association parking credentials. Owners shall provide such Common Area parking credentials to their guests. Association parking credentials shall not be used or loaned out by property owners for any commercial purposes such as guides, outfitters or vendors.

## ARTICLE V

### Grazing Rights

5.1 Association Grazing. The Association shall have the right to lease out the grazing rights to all unfenced Tracts upon such terms and conditions as the Board of Directors and Association shall determine. Proceeds of all grazing leases will be paid to the Association for use in maintaining the Common Areas, Common Easements and other purposes of the Association.

5.2 Fences. Owner's who wish to fence their land shall bear the expense of fencing unless their neighbor(s) voluntarily participate in the construction or financing of the fence.

5.3 Fence Out Livestock. No Owner may bring an action for trespass of livestock unless that Owner has a lawful and maintained fence around the perimeters of such Owner's Tract.

5.4 Grazing Rights. Leasing of cattle grazing rights is permanently eliminated on all unfenced Tracts.

## ARTICLE VI

### General Restrictions on All Property

6.1 Owner's Livestock and Domestic Pets. Any livestock kept by an Owner must be fenced within the boundaries of the Owner's Tract. Each Tract shall be subject to a limitation of one (1) large animal per five (5) acres. Large animals shall be defined by example, but not by limitation, as horses, cattle, llamas, sheep, goats or other livestock to be determined by the Board of Directors. Domestic pets shall not exceed five (5) per tract. No Tract Owner may operate a hog farm or livestock feed lot on any Tract. Corrals, a barn and livestock facilities near the Owner's personal residence are allowed.

6.2 Zoning Regulations. Tracts within the Property shall never be occupied or used by or for any Building or purpose or in any manner which is contrary to the zoning regulations applicable thereto and validly in force from time to time.

6.3 No Mining, Drilling or Quarrying. No mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock and earth shall ever be permitted on the surface of any Tract. Notwithstanding the foregoing, Owners may drill one or more water wells on their Tract for the purpose of providing water to the improvements constructed on the Tract for drinking, home and landscaping use.

6.4 Business Uses. The Tracts shall be used primarily for single-family residential purposes. No more than two (2) single-family residences may be constructed on any Tract. Each residence may also have an appurtenant non-commercial guesthouse. Non-commercial garages, small sheds, corrals, barns and horse facilities are also permitted on the Property. No Tracts within the Property shall ever be occupied or used

for any commercial or business purposes, except for an office or studio contained within the Owner's residence, as long as such office or studio does not entail regular visits by the public. However, nothing in this Paragraph 6.4 shall be deemed to prevent any Owner or his duly authorized agent from renting or leasing any residential building for residential uses from time to time, subject to all of the provisions of the CCR's.

Renting of Properties on Madison River Ranch will be limited to, no less than 14 consecutive days, with a signed lease. This lease will be for one lessee. No subletting will be allowed. No renting is allowed from December 1<sup>st</sup>, through June 1<sup>st</sup>. A copy of the lease must be provided to the homeowner's association Board of Directors for their records. Contact information for the lessee will be provided to the Board of Directors by the lessor. Landlords, tenants and their guests are subject to all the provisions of the CCR's. Landlords will be responsible for violations.

6.5 Restrictions on Signs. With the exception of a sign no larger than nine square feet identifying the architect and a sign of similar dimension identifying the prime contractor to be displayed only during the course of construction and a sign no larger than nine square feet for the owner to advertise his home or Tract for sale, no signs or advertising devices, including but without limitation, commercial, political, informational or directional signs or devices, shall be erected or maintained on any of the Property, except signs having the prior written approval by the Board of Directors as to size, materials, color and location: (a) as necessary to identify ownership of the Tract and its address; (b) as necessary to give directions; (c) to advise of rules and regulations; (d) to caution or warn of danger; and (e) as may be required by law.

6.6 Water and Sewer. A Tract Owner assumes the responsibility of supplying and developing the water and sewage facilities for his Tract. Wells, water systems and septic systems must be drilled, installed and maintained at all times in accordance with the applicable rules and regulations of public agencies having regulatory authority over such facilities.

6.7 Buried Utility Lines. Unless prior written approval of the Board of Directors is obtained, all lines for electricity, gas, sewer, communications, telephone and other utilities within the Property must be buried. Installation, maintenance and repair of such utility lines shall be the responsibility and expense of the Tract Owner. All Owners shall have the right to enter upon and excavate in the utility easements (see Article 4.1b) bordering their Tract for the purpose of installing, repairing, replacing, removing and otherwise servicing utilities installed in such utility easements and must agree in writing to promptly repair back to a natural state damages that result from such work.

6.8 Refuse and Junk Prohibited. Owners shall not dump refuse or garbage on any Tract, nor shall Owners build, maintain, operate or construct, or in any way cause or permit to be placed within one hundred feet of the boundary line of a Tract, any structure, facility or condition that will cause the accumulation or existence of animal waste, junk, or a condition causing noxious or offensive odors.

6.9 Subdivision or Partition. Prior to January 1, 1993, no Tract may be further subdivided or partitioned. From and after January 1, 1993, each Owner, other than Declarant, may subdivide his Tract into two (2) smaller Tracts, so long as each subdivided Tract is comprised of at least 10.00 acres (in order to preserve the undeveloped and natural character of the Madison River RCH). Each Tract may be subdivided only once, and following such subdivision may not be further subdivided or partitioned. Each Owner electing to subdivide his Tract shall comply with all state and local statutes, ordinances, rules and regulations applicable to such subdivision. Neither the Association, nor any Owner shall be compelled to join in the execution of a Certificate of Survey or other instrument relating to the subdivision of any Tract. Any Owner who subdivides their Tract shall notify the Association at the time the newly created Tract ("New Tract") is conveyed to a new Owner. From and after the date of such conveyance, or the date on which a contract for deed or similar instrument is entered into for any New Tract, the Owner (and all subsequent Owners) of the New Tract shall for all purposes be considered an Owner hereunder, subject to all of the terms and provisions of this Declaration, the Bylaws of the Association and all rules and regulations promulgated by the Association. Without limiting the generality of the foregoing, each New Tract shall be subject to assessments as provided herein, at the same assessment rate as all other Tracts. The Owner of a New Tract shall be a Member of the Association, with the same voting and other appurtenant rights of other Owners. The rights and obligations of the Owner of the New Tract shall not in any way diminish the rights or obligations of the Owner of the Tract from which such New Tract was created, and such Owner shall continue to have the same voting rights, assessment obligations, and other rights and obligations hereunder

as if the New Tract had never been created. No Tract may be severed from its interest in the Common Areas, nor may any Tract be transferred without, or separate from, its appurtenant interest in the Common Areas. No Owner's interest in the Common Areas may be transferred without, or separate from, the Tract to which such interest is appurtenant.

As of January 1, 1998, it shall no longer be possible to subdivide a property into smaller lots. Negotiations to survey and/or sell properties that can be demonstrated to exist prior to September 1, 1997, shall be exempt from this amendment provided evidence of a legal survey is shown to exist prior to that date. The purpose of this amendment is to preserve and to further ensure the undeveloped and natural character of the Madison River RCH.

6.10 Completion of Construction. Exterior construction of any building or other structure on a Tract must be completed within eighteen (18) months from the date of start of construction, or it will be considered a nuisance, and may be removed or otherwise abated by the Association, at the sole cost and expense of the Owner of the Tract on which such building or other structure is situated.

6.11 Timber. Timber growing on a Tract may be used by an Owner for the Owner's personal firewood, or for fencing materials on the Tract. Growing timber shall not be cut for any commercial purpose or for sale or use off the Tract without the prior written consent of the Board of Directors.

6.12 Design of Homes. Homes, garages and outbuildings constructed on the Property shall have an exterior color in earth or wood tones. Shades of brown, green, rust and gray are approved. Metal roofs are prohibited unless in earth or wood tones. Shades of white, blue, orange, yellow, red, gold and silver are prohibited.

All buildings must be in compliance with Madison County building codes. Outbuildings should match and complement the residence in terms of appearance and materials and be of general quality consistent with the main residence. Residences are required to be on permanent foundations. Acceptable exterior building materials are defined as rock, stone, log, log or wood siding or other materials approved on a case-by-case basis by the Board of Directors. Modular, manufactured, double-wide or factory-built buildings or homes are not permitted. All questions concerning exterior finishes and color are to be directed to the Architectural Review Committee.

6.13 Mobile Homes Prohibited, Exceptions. Mobile homes or trailer houses may not be placed on any Tract. A Tract Owner may park or live in a self-contained recreational vehicle on any Tract for up to one hundred twenty (120) days during any calendar year or during a period not exceeding eighteen (18) months while the Tract Owner is constructing a residence on the Tract.

6.14 Maintenance of Property. Each Owner shall maintain his Tract in good repair and appearance at all times. All landscaping, all property and all improvements on any Tract shall be kept and maintained by the Owner thereof in clean, safe, attractive, thriving and slightly condition and in good repair. Garbage and storage of pet or livestock feed must be in a secured location to prevent wildlife encounters. Tract Owners are responsible for the control of noxious weeds on their individual Tracts. Construction site should be maintained in a clean, neat and orderly fashion. Owners are responsible for insuring that all burning of construction refuse by their contractors are in compliance with Section 6.20 Open Fires.

6.15 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done or placed on any portion of the Property which is or may become a nuisance to others.

6.16 No Hazardous Activities. No activities shall be conducted on any portion of the Property and no improvements may be constructed on any portion of the Property which are or might be unsafe or hazardous to any person or property.

6.17 No Annoying Lights, Sounds or Odors. No light shall be emitted from any Tract or other portion of the Property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Tract or other portion of the Property which is unreasonably loud or annoying including but without limitation, speakers, horns, whistles, bells or other sound devices; and no odors shall be permitted from any Tract or other portion of the Property which are noxious or offensive to others.

6.18 Rules and Regulations. No owner shall violate the rules and regulations for the use of the

Tracts and the Property as adopted from time to time by the Association. No such rules or regulations shall be established which violate the intention or provisions of these CCR's or which shall unreasonably restrict the use of any Tract by the owner thereof.

6.19 No Hunting on Property. All hunting on the Property is prohibited.

6.20 Open Fires. All lot owners shall recognize that the Property is a wildfire hazard, and no open fires shall be permitted, unless owners have a forest service approved or better fire containment ring that has prior written approval by the Board of Directors and sufficient running water is immediately available to extinguish the fire and coals. No burning of trash, brush or construction refuse is permitted without a specific burn permit issued by the County and no open fires are permitted within 200 feet of surrounding timber.

6.21 No Fireworks. Owners shall recognize that the Property is a wildfire hazard, and no fireworks shall be permitted.

6.22 Radio towers and satellite dishes. No radio transmission or broadcast towers are permitted. Satellite dishes shall be installed in a manner compatible with surrounding structures, the environment and in compliance with the Federal Over The Air Reception Devices regulations (OTARD).

6.23 Wind Powered Generators. Wind powered turbine generators are prohibited on the Property (Wind powered generators in existence prior to June 28, 2008, are exempt.)

## ARTICLE VII

### Covenant for Assessments

7.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a real estate contract or deed for a Tract, whether or not it shall be so expressed in any such contract or deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges; (2) special or extraordinary assessments for capital improvements, emergencies and other purposes, such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) other expenses incurred by the Association. All such assessments and expenses, together with such interest thereon and costs of collection, as hereinafter provided, shall be a charge on the Tract and shall be a continuing lien upon the Tract against which each such assessment or charge is made. Each such assessment or charge together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Tract at the time when the assessment or charge fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them and approved by the Association. Otherwise, the lien for unpaid assessments or other charges with respect to any particular Tract shall automatically terminate upon any transfer of such Tract, whether by operation of law (e.g., foreclosure), deed in lieu of foreclosure or voluntary sale or gift. Nevertheless, the transfer or foreclosure of a Tract shall not relieve the transferor of any liability for unpaid assessments which were due prior to such transfer.

7.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, security and welfare of the Members of the Association and, in particular, for the improvement and maintenance of the Common Areas, Common Easements and other properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Owners.

7.3 Regular Assessments. The amount and time of payment of regular assessments shall be determined by the Board of Directors of the Association pursuant to the Bylaws of the Association; provided, however, the Board of Directors shall not impose a regular annual assessment for a Tract which is more than 20 percent (20%) greater than the regular assessment for such Tract the immediately preceding fiscal year without the vote or written assent of a majority of the voting power of the Association. Written notice of the amount of all assessments, regular or special, shall be sent to every Owner, and the due date for the payment of same shall be set forth in said notice.

7.4 Special Assessments for Capital Improvements. In addition to the regular assessments, the Association may levy in any fiscal year, special assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Areas, or other purpose beneficial to the Owners. However, any special assessment which exceeds, in the aggregate, five percent (5%) of the budgeted gross expenses of the Association for that fiscal year must be approved by the vote or written assent of the Owners, constituting a quorum, casting a majority of the votes at a meeting of the Association. The provisions hereof with respect to special assessments do not apply in the case where the special assessment against an Owner Member is a remedy utilized by the Board of Directors of the Association to reimburse the Association for costs incurred in bringing an Owner or his Tract into compliance with the provision of the CCR's.

7.5 Extraordinary or Emergency Assessments. Notwithstanding any other provision contained in this Article VII, the Board of Directors of the Association may increase assessments in the event of emergency situations. For purposes of this section, an emergency situation is any one of the following:

- (a) An extraordinary expense required by an order of a court to be paid;
- (b) An extraordinary expense necessary to repair or maintain the Property or any part of it for which the Association is responsible where a threat to personal safety on the Property is discovered; or
- (c) An extraordinary expense necessary to repair or maintain the Property or any part of it for which the Association is responsible that could not have been reasonably foreseen by the Board of Directors in preparing and distributing the pro forma operating budget. However, prior to the imposition or collection of an assessment under this Section, the Board of Directors shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the Owners with the notice of assessment.

7.6 Uniform Rate of Assessment. Except as otherwise provided herein, both regular and special assessments shall be fixed at a uniform rate for each Tract, and may be collected on a monthly, quarterly or annual basis as determined by the Board of Directors of the Association. Each Owner's Assessment shall be calculated by multiplying the assessment rate by the number of Tracts owned by such owner.

#### 7.7 VOID

7.8 Receipt of Payment. The Association shall, upon demand, furnish to any Owner liable for said assessments, a receipt in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified Tract have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board of Directors for the issuance of these receipts. Such receipt shall be conclusive evidence of payment of any assessment therein stated to have been paid.

7.9 Exempt Property. The following property subject to these CCR's shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) All Common Areas;
- (c) All properties owned by a charitable or nonprofit organization utilized in a not for profit and charitable use and exempt from taxation by the laws of the State of Montana.

### **ARTICLE VIII**

#### Non-Payment of Assessments or Charges

8.1 Delinquency. Any assessment or charge provided for in these CCR's which is not paid when due, shall be delinquent. With respect to each assessment or charge not paid within ten (10) days after its due date, the Association may, at its election, require the Owner to pay a "late charge" in a sum to be determined

by the Association. If any such assessment or charge is not paid within thirty (30) days after its due date, the assessment or charge shall bear interest from the due date at the rate of fifteen percent (15%) per annum, both before and after judgment. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Sections 8.2 and 9.3 hereof, to foreclose the lien (provided for in Section 8.2 hereof) against the Tract. In the event of any default there shall be added to the amount of such assessment or charge the late charge, the costs of preparing and filing all notices, reasonable attorneys' fees, and all other costs of enforcement and collection. Each Owner grants to the Association or its assigns the right and power to bring all actions at law or lien foreclosure against such Owner or other Owners for the collection of delinquent assessments or charges.

8.2 Notice of Lien. No action shall be brought to foreclose an assessment lien less than thirty (30) Days after the date of a notice of lien is deposited in the United States mail, certified or registered, addressed to the Owner of said Tract and such notice is recorded in the Madison County property records.

8.3 Foreclosure Sale. If the unpaid charges are not paid within the cure period provided for in Section 8.2 above, foreclosure of the lien against the Tract shall be allowed. Any such foreclosure and subsequent sale provided for shall be conducted in accordance with the laws of the State of Montana relating to liens, mortgages, or deeds of trust unless specifically varied herein. The Association, through its duly authorized agents, shall have the power to bid on the Tract at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

8.4 Curing of Default. Upon the timely curing of any default for which a notice of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a reasonable fee to be determined by the Association to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

8.5 Cumulative Remedies. The lien for unpaid assessments and the rights to foreclosure and sale there under shall be in addition to and not in substitution for, all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments and charges as above provided.

8.6 Subordination of Assessment and Charge Liens. If any Tract subject to a monetary lien created by any provision hereof shall be subject to the lien of a first mortgage or first deed of trust: (1) the foreclosure of any lien created by anything set forth in these CCR's shall not operate to affect or impair the lien of such first mortgage or deed of trust; and (2) the foreclosure of the lien of a first mortgage of deed of trust (or acceptance of a deed in lieu of foreclosure) shall extinguish the lien of assessments which were due and payable prior to such foreclosure. However, no foreclosure shall relieve the new owner, whether it be the former beneficiary of the first encumbrance of another person, for liability for any assessments thereafter becoming due, or from the lien thereof.

8.7 Other Enforcement Actions. The provisions of these CCR's or any Supplemental Amended CCR's, may be enforced by a Tract Owner, or the Association, by either an action for damages arising out of a violation, or by an action to abate a nuisance, or an action to restrain a threatened or prospective violation, or restrain a continuing violation, or any other matter permitted, by law or equity. In any action of any kind for the enforcement of the CCR's contained herein, if the relief prayed for is granted in whole or in part, the applicant for relief shall be entitled to recover all costs incurred in such action, including court costs and reasonable attorney's fees.

## ARTICLE IX

### General Provisions

9.1 Amendment or Revocation. At any time while any provision, covenant, condition or restriction contained in these CCR's or any Supplemental or Amended CCR's is in force and effect, it may be amended

or repealed by the recording of a written instrument specifying the amendment or the repeal, executed by the Owners of not less than fifty one percent (51%) of the Tracts then subject to these CCR's except that the percentage of voting power necessary to amend a specific clause or provision of these CCR's shall not be less than the percentage of affirmative votes required for action to be taken under that clause.

No such amendment or repeal shall be effective with respect to the holder or successor or assign of the holder of a mortgage or deed of trust recorded prior to recording of the instrument specifying the amendment or repeal unless such holder executed or consented in writing to the said instrument.

9.2 Annexation. If the Association should develop additional lands adjacent or near the Property, such additional lands, or any portion thereof, may be added to and included within the jurisdiction of the Association and be made subject to these CCR's upon the vote or written assent of at least sixty-six and two thirds percent (66-2/3 %) of the total voting power of the Association. Any annexation may be accomplished by the recording of a Declaration of Annexation, or by recording an Amendment to these CCR's adding the additional land.

9.3 Notices and Registration of Mailing Address. Each Owner shall register with the Association his current mailing address. Each Owner shall promptly notify the Association of any change in ownership of his Tract(s). All notices, demands and other communications to any Owner as provided for in these CCR's shall be in writing and shall be sufficient for all purposes if personally served, electronically transmitted or if sent by first-class U.S. mail, postage prepaid, addressed to the Owner at his mailing address which has been registered with the Association. All notices, demands and other communications to the Association as provided for in these CCR's shall be in writing and shall be sufficient for all purposes if personally served, electronically transmitted or if sent by first-class U.S. mail, postage prepaid, addressed to the Association at Browning, Keleczyc, Berry, and Hoven PC, 801 W Main St, Ste 2A, Bozeman, Montana 59715 or to such other address as the Association may hereinafter specify to the Owners in writing. Any notice, demand or communication referred to in these CCR's shall be deemed to have been given and received when personally served, electronically transmitted or when deposited in the U.S. mail, postage prepaid, and in the form provided for in this Section, as the case may be.

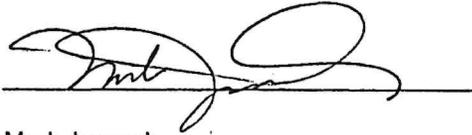
9.4 Severability. Invalidity or unenforceability of any provision of these CCR's or of any Supplemental or Amended CCR's in whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of these CCR's.

9.5 Captions. The captions and headings in this instrument are for convenience only and shall not be considered in construing any provision, restriction, covenant or conditions contained in these CCR's.

9.6 No Waiver. Failure to enforce any provision, restriction, covenant or condition in these CCR's or in any Supplemental or Amended CCR's shall not operate as a waiver of any such provision, restriction, covenant or condition or of any other provision, restriction, covenant or condition.

CERTIFICATE OF ADOPTION OF RESTATED CCR's

I do hereby certify that the above amended and restated CCR's of the Montana River RCH Association, Inc., were approved by the Board of Directors on August 19, 2025 and by the voting Members on August 12, 2025. The total votes of the corporation are 142, this motion to approve was carried by 85 represented votes FOR the motion, 4 represented votes AGAINST the motion, and zero votes ABSTAINED and does now constitute a complete amended and restated copy of the CCR's of the Corporation, superseding all previously adopted CCR's and amendments.



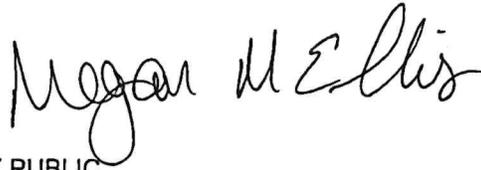
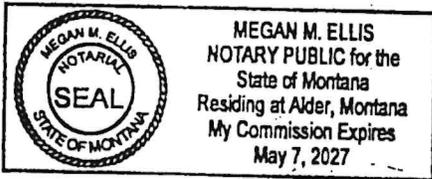
Mark Juranek

Treasurer of the Corporation Dated: 10/16/25



Hilleary Hoskinson

Director of the Corporation Dated: 10/16/25



NOTARY PUBLIC

My commission expires May 7, 2027

This document is amending the following preceding documents held by the Madison County Recorders office.

Document #022067 Book 340 Pages 01 – 08

And document #023683 Book 342 Pages 127 – 142

And document #075557 Book 438 Pages 763 – 772

And document #110451 Book 548 Pages 92 – 105

And document #126225

And document #131318

And document #212657

Exhibit "A"

TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
MADISON RIVER RCH

The land referred to in these CCR's is situated in the County of Madison, State of Montana, and is described as follows:

TOWNSHIP 11 SOUTH, RANGE 1 EAST, P.M.M.

Section 35: E1/2, E1/2 E1/2 SW1/4, E1/2 W1/2 E1/2 SW1/4  
Section 36: W1/2, SW1/4, NE1/4, SE1/4

TOWNSHIP 11 SOUTH, RANGE 2 EAST, P.M.M.

Section 31: Lot 5, 6, 9, 10 E1/2 SW1/4

TOWNSHIP 12 SOUTH, RANGE 1 EAST, P.M.M.

Section 1: Lot 1, 2, 3, 4, S1/2 N1/2, SW1/4, SE1/4 (otherwise described as all)  
Section 2: Lot 1, 2, S1/2 NE1/4, NE1/4 SE1/4, and Homestead Entry Survey No. 890, located in The NW1/4 and the NE1/4 SW1/4 of said Section 2.

Section 2,  
11 and 12: Homestead Entry Survey Number 1080, located in the S1/2 of Section 2, the NE1/4 of Section 11, and the NW1/4 of Section 12, EXCLUDING from said Homestead Entry Number 1080, that part more particularly described as follows: As an initial point, beginning at the Southeast corner of said Section 2, and running thence North 89°54' West over and along the South line of said Section 2 a distance of 14.67 chains to the place of beginning of the tract herein intended to be excluded, which said place of beginning is marked "6 & CC" on the official Government Plat of Homestead Entry Survey No. 1080, approved by the U.S. Surveyor General's Office of date May 29, 1922; from the said place of beginning, running thence south 89°54' East over and along the South line of said Section 2 a distance of 417 feet to point; thence North 00°15' East a distance of 209 feet to a point; thence North 89°54' West a distance of 417 feet to point; thence South 00°15' West to a distance of 209 feet to the place of beginning as previously described in Book 202, Page 138.

Section 12: NE1/4, E1/2 NW1/4

TOWNSHIP 12 SOUTH, RANGE 2 EAST, P.M.M.

Section 6: Lot 3, 4, 5, 8, 9, SE1/4 NW1/4, E1/2, SW1/4  
Section 7: Lot 2, 3, and E1/2 NW1/4

Together with all rights-of-way of record and all historical rights-of-way for ingress and egress to the above-described real property.

Together with all stock water rights connected with the above-described property.

Exhibit "B"

TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
MADISON RIVER RCH ASSOCIATION, INC.

Pursuant to Article 4.2 Common Area of the Madison River RCH Association, Inc. Covenants amended on October 15, 2005, the following property description constitutes the development zone boundaries.

The land referred to in this Declaration is situated in the County of Madison, State of Montana, and is described as follows:

A development zone tract consisting of approximately 7 acres within the Madison River Ranch Association Common Area encompassing the original ranch buildings, corral and pond. This development zone is set aside from the 85% majority requirement for potential future development as described in article 4.2, however, any improvement within the described Development Zone is pursuant to a majority vote of the total voting power of the Association.

The tract begins at an initial point beginning adjacent to the common area access gate at N44° 49.932 W111° 31.708, then running east along the ranch boundary fence line for approximately 250 feet to a point at N44° 49.974 W111° 31.697, then along a line running north to a point at N44° 50.046 W111° 31.933, then along a line running west to a point at N44° 49.994 W111° 31.978, then along a line running south to the starting point adjacent to the Common Area access gate.