

**COVER PAGE OF**  
**DECLARATION OF COVENANTS**  
**AND**  
**HOMEOWNERS ASSOCIATION REGULATIONS**  
**FOR**  
**CLARK LOOKOUT SUBDIVISION**

**LOCATED AT:**  
**LOVERS LEAP ROAD**  
**BEAVERHEAD COUNTY**  
**DILLON, MONTANA**

**THIS DOCUMENT INCLUSIVE OF THE COVER PAGE CONSISTS**  
**OF FOURTEEN PAGES.**

**RECIEVED, REVIEWED, ACKNOWLEDGED, AND ACCEPTED BY:**

Clayton Haldreth \_\_\_\_\_  
\_\_\_\_\_  
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**DATED:** June 11, 2004

**DECLARATION OF PROTECTIVE COVENANTS  
And  
HOME OWNERS ASSOCIATION  
For  
CLARK LOOKOUT**

The undersigned, being the owners/developers hereinafter known as declarants of all of all the real property hereinafter described in Article One of this Declaration, hereby adopt the following Declaration of Protective Covenants pertinent to and effecting the use, regulations, restriction, reservations, and easements and development of that certain real property described in Article One.

It is the intent of the undersigned that the real property shall be held, transferred, sold, conveyed, and occupied subject to covenants, conditions, restrictions, regulations, easements, and reservations hereinafter described in detail and set forth each and all of which shall be binding upon and shall apply to any and all heirs, assigns grantee, personal representatives and or successors in interest thereto.

I

Property subject to this Declaration of Protective Covenants

The real property which is and shall be conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, regulations, reservations, and easements, as set forth in the various clauses and covenants of this Declaration, is located in the County of Beaverhead, State of Montana, and more particularly described as that area designate Clark Lookout.

II

GENERAL

The real property described in paragraph one is subject to the conditions, restrictions, regulations, reservations, and easements hereby declared to insure the best use and most appropriate development and improvement of each building site thereof, and to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property and preserve it so far as is practicable the natural beauty of such property and to prevent the erection of such structures built of improper or unsuitable materials. To insure the highest and best uses and development of said property, and to encourage and secure the erection of attractive buildings and structures; thereof and in general to provide adequately for a high quality of improvements on said property. Suitability shall be Determined by the developer or his representatives. The property herein before described is specifically subject to the declarations contained in the Declaration, particularly as hereinafter set forth.

### III DEFINITIONS

1. "Declarants" - shall be owners/ developer i.e., Benjamin of Twin Bridges Mt. and Clayton Hildreth of Dillon Mt.
2. "Association" - shall mean Clark Lookout Subdivision Homeowners Association, it's successors, and assign, which may be incorporated as a Montana non-profit corporation, with it's members as the lot owners. It is a requirement that all lot owners be a member of the association.
3. "Member" - shall mean any person or entity owning or purchasing a lot in Clark Lookout. Each lot owner shall be member of the Association and agrees to abide and be bound by these covenants, and the articles of Incorporation, when incorporated, by-laws, and resolutions of the association.
4. " Owner" - shall mean the recorded owner whether one or more persons or entities, of the fee simple title to any lot, except that 1. where lot has been sold by grantors under an agreement for deed, the buyer thereunder, not in default, and not the grantors shall be deemed to be the owner, and 2. the term owner shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
5. "Lot" - shall mean and refer to any plot of land designated numerically and shown upon any recorded subdivision map of the property with the exception of the common elements.
6. " Dwelling Unit" - shall mean and refer to a modular home, manufactured house, custom or stick built home, log, earthhome, geodesic, or portion thereof, providing separate cooking, eating, sleeping, and living facilities for a family and it's residence.
7. "Structure" - shall mean any accessory building, deck, porch, addition, livestock or pet covering, storage building, garage, greenhouse, or shop in addition to the dwelling unit.
8. "Family" - shall mean and refer to the spouse of an owner and all other members of the immediate family of an owner residing with an owner.
9. " Manufactured Home" - shall mean a manufactured home or transportable structure designed for long term residential occupancy to be used with or without a permanent foundation as a dwelling unit when connected to sanitary facilities. It is expressly declared that the intent of this definition is that the manufactured home placed on the lot is one that may be moved from time to time at the convenience of the owner. Manufactured home includes a manufactured building which is produced in a factory and designed and constructed for transportation to a site for installation and use when connected to required utilities. This may consist of either an individual building or multiple sections for accommodation with other elements to form a building on the site. The mobile home must be approved by the developer before placement on a lot.
10. A "Modular Home" - is similar to a mobile home except that it does not, nor ever has had tires, axles, or metal frame that is an integral part of their design. It is designed to stay on a site on a permanent foundation or basement similar to a stick built home and not moved from place to place.

11. "May" - is permissive
12. "Shall" - is mandatory
13. "Developer" - shall be Clayton Hildreth of Dillon, Mt., his designated representative, or any party to which he may sell the total of the remaining unsold lots. Developer shall be the governing body until ten (10) lots are sold at which time a home owners meeting shall convene and officers elected. In the event of disputes of interpretation of this document developer's interpretation shall be the final say as to intent of meaning, unless his interpretation is overruled by a court or board of Beaverhead county commissioners. Developer shall determine fees and assessments until ten (10) lots are sold. Developer shall be responsible for sampling water at the pump house until he determines to turn it over to the homeowners association but not before ten (10) lots are sold. Developer shall be paid for sampling services, and administering of the subdivision and costs at the rate of \$50.00 per month for sampling of water and \$10.00 per lot per month for administration. At the time that governance is turned over to the homeowners association, they may determine by majority vote, who is to sample water, and administer the subdivision. Similar rates of pay should be paid to any future administrator or sampler. Rates of administration are to be included in monthly association fees.

#### IV

##### Homeowners Association

It is the intention of the undersigned that an Association be formed and be called Clark Lookout Homeowners Association, but for convenience shall be referred to in this document as the "Association". The purpose of the association is to care for, protect, and maintain the roadway, park land, central water system, common improvements, pedestrian walk way, and any other matter necessary to maintain the property and to benefit the owners of the individual lots within the subdivision. The association shall assume and perform all functions imposed on it or contemplated for it under this declaration or any similar function under any amended declaration with respect to the property which is the subject of this declaration.

The Association shall be formed by the owners of various lots within the development. It is a requirement by county mandate that each owner belong to the homeowners association and comply with all conditions of the covenants and regulations.

The association shall have all powers necessary or desirable to effectuate these purposes, including, but not limited to the following:

- a. The power to levy such annual or special assessments as may be deemed necessary for the proper management of the association. Such assessments may include taxes, insurance, maintenance, repair, replacement, and such other activities reasonably necessary for the proper functioning of the association, which assessments shall become a lien on the property if not timely paid. Fees to begin with will be as follows: 1. \$50.00 monthly for water sampling divided equally among sold lots, 2. \$10.00 per month per lot for administration, 3. \$10.00 per month for the water system and its power, 4. \$5.00 per month for road maintenance, and 5. \$5.00 per month for park/walkway maintenance.

Total monthly home owners fees to begin with then are a total of \$32.00 monthly or \$90.00 if paid quarterly. Rates may be adjusted by the existing governing body to maintain the subdivision. Lot owners agree that shutting off water to their property by the association is permissible as a means to collect any fees that are 60 days in arrears. Once fees are paid up to date, water shall be immediately restored to said lot. In such an event the lot owner agrees to hold harmless the association for any damages which may occur to lot owners property, structures, or systems because of the turning off or on the water.

b. The power to adopt and enforce such reasonable rules and regulations as may be required to effectuate the purposes of this declaration and the bylaws of the association.

c. The power to enforce this declaration and the bylaws, rules, and regulations of the association.

d. Declarants shall not be assessed association dues or fees of any kind unless they further develop any unsold lot by placing a dwelling unit or other accessory structure on said lot. Developer however, shall have voting rights for each lot owned by declarants. The provisions of this condition (d), can not be changed with out the express written permission of the declarants. Fencing shall not be considered a structure for the purposes of this paragraph. This rule may not be changed by a majority at anytime. Declarant shall have one vote per lot owned whether developed or not.

Not later than twelve (12) months after three (10) lots in the subdivision have been conveyed by deed or contract for deed, the declarants, or the their representative, shall call a meeting of all owners to be held within forty-five days of said notice for the purposes of holding the association's first annual meeting and establishing the administrative operation of the association.

Meetings of the members shall be preceded by written notice mailed to each member at his most recent known address not less than ten (10) days prior to the meeting. Need for written notice of any meeting may be waived by a member, provided the waiver is in writing. A written record of any meeting shall be maintained by the association. Any issue affecting the rights of the members shall be submitted to a vote, and the majority of those present at the meeting shall prevail and all lot owners shall adhere to those items voted upon. If a lot owner does not attend meetings he forfeits his right to vote on the issues voted upon at the meeting. Nevertheless, absent lot owners shall be bound to the items presented at the meeting and voted upon. Each owner has the responsibility to attend or have a representative attend the meetings, or he forfeits his right to object to issues voted upon and passed at the meeting. ( See section X for information on board of directors). If a lot owner chooses no to attend a meeting they shall nevertheless be obligated to all rules or regulations adopted by those attending that particular meeting.

Every owner of a lot shall be a member of the association. Every person or entity who is the owner of a fee or equitable title in a lot or living unit, or who is purchasing a lot over time, or who is subject to an assessment, either present or future, by the association, pursuant to the provision of any instrument relating to such assessment, shall automatically become a member of the association. Declarants shall retain voting rights on all lots owned or controlled by declarants, but shall not be liable for fees or assessments for any lots which he owns but are undeveloped.

For the purpose of determining membership, such ownership shall be deemed to have vested upon delivery of a duly executed deed or contract for deed to the buyer.

Foreclosure on a contract or repossession for any reason of a lot or unit sold under contract shall terminate the buyer's membership immediately, whereupon all rights to such membership shall revert to the seller. Any encumbrances to the association incurred by those whose rights are terminated shall remain the obligation of the terminated person(s), or entity.

Each member of the association shall have the right to vote as provided in the by-laws of the association. The by-laws of the association are incorporated by reference and expressly made a part of the covenants, only as long as they are current in payment of membership dues, fees, or other obligations.

## V

### Land Use Regulations

1. All laws, rules, and regulations of any government or agency under whose jurisdiction the land lies are considered to be part of and enforceable hereunder. All the owners of said lands shall be bound by such laws, rules, and regulations.
2. No lot shall be further subdivided from lots shown on the official plat of Clark Lookout on file and of record with the Clerk and Recorder of Beaverhead County. Lot line restructuring within the subdivision may take place as long as all association, local, state, and federal requirements are adhered to.
3. The invalidation of any one of the covenants or agreements contained herein by a judgment or a court order or by law shall in no way affect any of the other provisions which shall remain in full force and effect.
4. All dwellings placed on said lots shall be a least twenty-four (14') feet in width and shall be mobile homes, modular homes, manufactured housing, or custom or stick built dwellings. custom built dwellings shall be at least 1100 square feet in living area, excluding basements, additions, and any other accessory buildings located on the lot. Single wide mobiles and manufactured homes must be at least 956 square feet in living area and can only be placed on lots designated by the developer. The developer shall have the right to approve or disapprove all dwellings before they are located or constructed on the lot. Single wide mobile homes will only be allowed with the express written permission from the developer and placed where determined by the developer.
5. Principal dwelling units and accessory structures placed on said lots shall be at least ten (10) feet from either side of the lot lines of the said lot. No awnings, porches, decks, or other accessory structures, or buildings whether attached or unattached to the primary dwelling shall be closer than fifteen (15) feet from either side or closer than fifteen (15) feet from the back of the property line. All structures shall have set backs from the front lot line of not less than thirty (30) feet, nor more than fifty (50) feet. This condition may be given a variance only by the developer and only for the reason of fitting a dwelling on the property due to conditions placed on the lot because of sanitary restriction requirements or lot configuration. Said variance shall be given in writing. Porches, decks, or additions, may be added to any side of a dwelling but can not extend closer than thirty (30) feet from the front lot line or closer than any of the other side or back lot setback requirements.

All additions, changes, or alterations to the outside of any structure on the lot must have the approval of the developer, until the subdivision is 80% sold out, after which approval must be received by a 70% vote of the other lot owners. Said approval may be obtained with written approval of said 70% or by 70% vote of a legally convened homeowners association meeting. Deviation from any of the other covenants of this document require the approval of 80% of all lot owners and must not conflict with any government regulations.

6. Accessory buildings may include detached private garages, storage buildings. All accessory buildings shall match homes as to color schemes and must be kept painted and in neat and tidy condition. Accessory buildings placed on the lot before the dwelling must be completed within 120 days of commencement and painted immediately with the same color scheme the main dwelling. Shelters for livestock will be permitted only for lots 1, 61, 62, 63, 64, 65, & 66.

7. any additions to the dwelling units, or other buildings or structures permitted to be constructed on said lot, shall be built and painted in such manner as to be harmonized with the dwelling unit in place. Final approval shall rest with the governing body at the time of construction whether it be the developer or the association.

8. Only one dwelling shall be permitted on a lot. But in addition to the dwelling unit, each lot owner may provide up to two other structures to be used as a garage or storage shed or animal structure. Garages attached to the main dwelling shall be considered a part of the main dwelling and not count as an additional structure. Lots with individual wells as noted on the final plat may also construct an animal shelter, so long as it harmonizes with the dwelling in color ( lots 1, 61, 62, 63, 64, 65, & 66). Said structures shall have a plan submitted and approved by the governing body prior to construction, and shall be subject to regulations five and six above. Including the primary dwelling no lot shall have more than 3 structures, except lots with an individual well as noted on the final plat and enumerated in this paragraph, which lots may be allowed up to 4 structures.

9. The construction of the dwelling unit, or any addition thereto, shall be completed within one hundred and eighty (180) days from the time the construction of the same is started, and included within this restriction is the requirement that a mobile, or modular home construction shall be skirted and finished in a harmonizing, color within ninety (90) days of installation on the property. Skirting shall be of either vinyl or prefinished steel or like prefinished material. No plywood, tin, or bales shall be allowed for skirting. Skirting shall extend to the ground all around the mobile, manufactured or modular home. A foundation or a basement may serve in lieu of skirting.

10. Fences shall be completed within one hundred twenty (120) days of commencement. Chainlink, stone, vinyl, pole, cinder block, brick or other developer approved materials may be used. Barbed, page, or woven wire are expressly prohibited except on lots where individual wells are, as noted on the final plat ( lots 1, 61, 62, 63, 64, 65, & 66). In such case barbed, page, or woven wire may be used only for the containment of livestock and shall at all times be maintained so as to be visually appealing. Fences constructed for the purpose of livestock containment shall be built sufficiently well so as to keep the livestock within the lot owners property lines at all times.

Fences on or near property lines bordering or adjacent to the subdivision shall be maintained by the owner of the lot in Clark Lookout subdivision. It shall not be the responsibility of the adjacent land owner to keep his livestock out of the subdivision or maintain the fence. Lot owners shall not obstruct, interfere with, or create a general nuisance to the normal agricultural activities in any way to landowners adjacent to the subdivision. Any damage, destruction or nuisance caused by the lot owners pets, livestock, or ownership of any living thing to the adjacent owner shall be the responsibility of the lot owner. Said adjacent land owner shall be immediately monetarily compensated in equal or greater amount of the damage or destruction or nuisance that has taken place and actions shall be immediately taken to cure or remedy any such action from taking place again. It shall also be the responsibility of the lot owner to construct any enclosures necessary to contain their own livestock or pets of any kind.

Fences constructed within the subdivision and bordering other lots shall be constructed and maintained by mutual agreement between lot owners sharing mutual borders.

11. Road, water system, pedestrian walk way, and fire suppression system maintenance shall be the responsibility of the association. The road shall be graded not less than twice per year. Each owner, exclusive of the declarants, shall pay his or her proportionate share of the cost for said maintenance which may come from association dues or fees.

12. Trash, old machinery, equipment, unlicensed or inoperable automobiles, or motorcycles shall not be stored or permitted to be kept on said lots. All lots, residences and premises shall at all time, be kept clean, debris free, sightly, and in a wholesome, neat, condition. No trash, litter, or junk shall be permitted to remain exposed on any lot. Determination of these elements shall reside with the developer or his designated representatives, or by the existing governing body.

13. Operable and licensed travel trailers, RVs, ATVs, motorcycles, utility trailers, semi-trailers, and snow machines shall be permitted in this subdivisions as long as kept within the property lines of the owner of each item listed in this restriction, however they must be kept behind the main dwelling.

14. Manufactured homes are permitted within the subdivision subject to all covenants herein set forth, excepting only that the minimum ground floor space shall be a minimum of 956 square feet. No single wifes shall be less than 14 feet wide. It is anticipated that when single wide mobile homes are allowed they will be only on the most northerly lots. No manufactured or mobile home shall have features, or use colors or color combinations that would be incompatible in the residential neighborhood. Mobile and manufactured homes shall be of a more modern design to include a minimum of a peaked ( not rounded) roof, and prefinished or painted siding. Flat top or rounded top roofs and metal siding shall not be permitted. All manufactured homes shall be skirted within ninety (90) days of delivery to the lot with vinyl, prefinished steel, prefinished hardboard siding, concrete blocks, or poured concrete. Plywood skirting, bales, tin or other such products of lesser quality shall not be used. Final approval shall rest with the developer. Blocking for manufactured or mobile homes, not placed on foundations, shall be placed on top of concrete piers with a minimum of 8" diameter and 30" deep or on concrete pads over undisturbed ground. Pads shall be a minimum of 24" by 24" by 4" deep and placed not less than 8' apart on each main beam.



Poured concrete strips 24" wide and 4" deep poured over undisturbed ground and running the entire distance of the main beams may also be used. If a manufacturer requires stricter codes, the manufactures requirements shall be met in lieu of those listed above. Final approval shall rest with the developer.

15. The exterior covering and roofing materials of the garages, carports, shall be compatible with the materials on the main dwelling. All other accessory structures may have pre-finished steel roofing or siding with a color scheme compatible to the main dwelling. Final approval shall remain with the developer or governing body.

16. Each lot owner shall provide a minimum of two paved, concrete, or graveled off street parking spaces. No on street parking shall be permitted.

17. Cats, dogs and other household pets may be allowed in the subdivision subject to the following conditions:

a. all dogs and cats are to be kept upon the lot of the owner or custodian of such animals, and not allowed to stray or run loose under any conditions.

b. all animals or fowl must be properly cared for, and in such a manner to prevent such animals or fowl from becoming a nuisance to others.

c. all animals and fowl in the subdivision are subject to the Beaverhad County animal control ordinances, whether now in force or put into force any time in the future. Under no circumstances are animals of any kind allowed to run at large or off the animal owner's or custodian's property. This restriction also applies to owners, guests, or invitees. Fowl or poultry will not be permitted in the sub-division. Indoor birds may be kept in the main dwelling of each lot only.

Each lot owner agrees specifically to this condition and swears to live by it's restrictions. It is a well known fact that pet owners who are inconsiderate of others by not abiding this restriction can create unneeded tension in a neighborhood. Therefore, each lot owner agrees to the following concerning these restrictions. If a lot owner's pet strays or runs loose from their lot, the board of directors may issue up to two (2) written warnings. If a third (3rd) occurrence happens the lot owner agrees to a one hundred dollar (\$100.00) fine to be paid to the homeowners association and waives all rights to protest such fines. Failure to pay said fines may cause the lot owner to lose association rights as determined by a 75% vote of the other members of the association as attended by a legal meeting of the homeowners association, until such fines are paid, after which loss of rights shall be restored in full. Dogs may be taken for a walk when kept on a leash as long as walked on community property or walkways.

18. Livestock or penned animals shall be strictly forbidden on all lots except those that have individual wells as noted on the final plat( lots 1, 61,62,63,64,65, & 66). Said livestock can include only horses, cows, sheep, or llamas. No more than four total livestock may be kept on lots permitted to have livestock. Penned animals can include only ferrets, rabbits, or fowl, and cannot exceed ten total penned animals per lot, which is in addition to the maximum allowable livestock. Indoor pets such as birds or fish may be kept on any lot of the subdivision as long as well care for and kept within the main dwelling. Livestock can include horses, cows, sheep, and llamas. Pigs and goats are expressly prohibited from all lots. Other types of wildlife such as deer, elk, antelope, bears, wolves, coyotes, shall under no circumstances be kept on any lot within the subdivision.

Livestock shall be fed in a manner so as to keep the lot from being overgrazed and destroying current grass growth thus creating erosion and run off problems. All hay and supplements shall be certified weed free.

19. No permanent outside signs are allowed except for name and address only. **Each lot address shall be clearly marked so as to be easily read from the road.**

20 Trash containers shall be hidden from view except when put out for pickup. All trash containers shall be placed in an animal proof rack and covered with a lid. Trash containers supplied by Dillon disposal services or other similar design are acceptable and may be placed where they are easy to pick up.

21. All applicable fire and building code, zoning, or other laws, rules and regulations of any government agency shall be considered a part hereof and enforceable hereunder, and all owners of said lots shall be bound by such codes, laws, rules and regulations.

22. No outside toilets or privies shall be permitted on any lots in this subdivision. All toilet facilities must be a part of a residence or structure and shall be of modern flush type connected with proper septic tank systems satisfying all state and local requirements. Each lot must have it's own septic tank or sewage system constructed to standards accepted by the State board of health or other local governing agency, which standards are governed by the proposed use of each lot. All septic tanks shall be pumped at least once every three (3) years.

All septic tanks shall have risers sufficient to bring them to ground level and visible at all times.

23. No sewage, wastewater, trash, garaged or the debris shall be permitted to drain into any body of water in or adjacent to the subdivision.

24. Should any security document be foreclosed, exchanged, sold, or transferred by judicial process, the property to which this declaration refers, then the title acquired by such foreclosure, exchange, sale, or transfer at any time and the person or persons who become an owner or owners of such property shall be subject to and bound by all of the restrictions, conditions, and covenants set forth in this declaration.

25. This subdivision is located in an active agricultural management area and is therefore, subject to noise, dust, smoke, and odors resulting from traditional agricultural practices. and as such, these normal and usual agricultural practices, when performed in accordance with accepted agricultural practices, shall not be considered as public nuisances. It is also understood that future development is going on and may continue to take placed adjacent to the subdivision by the declarants or others, and at some future date may develop said adjacent property. The association, voters, owners, or any others associated with Clark Lookout subdivision agree not to protest said development in any way so long as development meets state, and local regulations.

26. The discharge of firearms, to include pistols, high-powered rifles, 22's, pellet guns, BB guns, slingshots, or any type object designed to propel projectiles of any kind, within the boundaries of Clark Lookout subdivision or any and all adjacent property is strictly prohibited. All lot owners and any of their family, visitants, or invitees agree to strictly abide by this condition in all it's aspects.

27. No activities shall be permitted in the subdivision which would result in the harassment of area wildlife or domestic livestock.

28. No owner, occupant, guest, or invitee shall have any rights to trespass on another owner's property either inside or outside the subdivision boundaries, for any reason.

29. Once a lot is purchased from declarants and the owner wishes to resell or rent the property, no "For Sale" or "For Rent" sign will be permitted in excess of 4 feet by 4 feet or 2 feet by eight feet.

30. Invalidation of any of these covenants or provisions hereof by any governing body, court, or enforcement agency shall not affect any of the other covenants or provisions hereof, all of which shall remain in full force and effect.

31. The owners or grantees of any lot do, by accepting a deed or contract for deed to said lot or lots, waive and relinquish all rights to protest the formation of fire, special fire or solid waste disposal districts serving the subdivision. Said districts may only be created within the subdivision with a 75% favorable vote of those attending a legal homeowners association meeting. Said owners do not waive their right to participate in or vote on any assessments or elections of said districts after their formation.

32. Should any action be necessary to enforce these covenants, the prevailing party shall be entitled to the cost of such action, attorneys fees, and costs, including but not limited to expert witness fees. For owners who purposefully or repeatedly abuse or misuse these covenants, it is expected that the association or other enforcers of the covenants will request the strictest punishment by law.

33. These covenants can be enforced by the commissioners of Beaverhead County, Montana. Such enforcement shall be immediately adhered to by any whom enforcement action is taken against.

34. Each lot owner shall be responsible for keeping noxious weeds from their lot in accordance with the requirements of the Beaverhead County weed control board.

35. Any time any lot is sold it shall be the responsibility of the seller to provide the terms of this document. Regardless of whether previous owner supplied a new owner with a copy of this document new owners shall nevertheless be required to live by it's restrictions.

37. Association shall be responsible for repair and maintenance and cost of storm drainage structures

36. All lot owners exclusive of lots 1, 61, 62, 63, 64, 65, & 66, which have their own wells and water systems agree to abide by the following watering and irrigation standards. Times for water shall be in the following groups.

Irrigation schedule:

Lots	Time
2-19 and 67	12:00 a.m. - 2:00 a.m.
20-24 and 26-30	2:00 a.m. - 4:00 a.m.
33, 34, 37, 39-42, and 43-60	4:00 a.m. - 6:00 a.m.

## VI

## Easements

Easements for drainage, electricity, telephone, water, sewer, cable, gas, television, walking paths, livestock paths, mailboxes, wells, pump house, and all other utilities or any other service or utility as marked on the final plat shall be and are hereby reserved.

## VII

## Sewer and water Distribution

1. No residence shall be permitted on any lot that does not have sanitary facilities hooked up to a sewer disposal system in accordance with the state plumbing code and local health requirements. DEQ approved drainfield sites for each lot shall be staked by the developer at time of sale and prior to any septic or drainfield construction. Drainfield location may not be moved under any circumstances with out re-review and approval by DEQ. Any additional bathroom facilities placed in any other building must be hooked up to the sanitary system in accordance with state plumbing codes and local requirements. All septic tanks shall be installed according to county regulations, which may be obtained at the office of the county sanitarian. Risers shall be installed to ground level for easy location and service. Septic tanks shall be pumped at least once every three years. Septic permits much be obtained from the Beaverhead County Sanitarian's office prior to construction of a septic system/drainfield.

## VIII

## Enforcement, Applicability, and Change

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years for (25) years from the date these covenants are recorded, after which item said covenants shall automatically be extended for successive periods of ten (10) years unless changed in whole or in part as hereafter stated. No change shall be made which shall adversely affect surrounding properties or which are contrary to current state or local requirements.

Enforcement of these covenants shall be by proceedings either at law or in equity against any person or persons violating or attempting to violate any covenant; and the legal proceedings may be either to restrain violation of the covenants or to recover damages or both. In the event of any action to enforce these covenants the prevailing party shall be entitled to costs and reasonable attorney's fees to be set by the court. Any lot owner, Declarant or the association, or the Board of Beaverhead County Commissioners may enforce these covenants. The failure by the Declarant hereto or of any subsequent lot owner to enforce any covenant or restriction contained herein shall in no event be deeme a waiver or in any way prejudice the right to enforce that covenant or any other covenantthereafter or the collect damages for any subsequent breach of covenants.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants or provisions, all of which shall remain in full force and effect. In any conveyance of the above described real property or of any tract thereon, it shall be sufficient to insert a provision subject to the restrictions and covenants verbatim or in substance in said deed.

All of the above described real property and lots shall be subject to the restrictions and covenants set forth whether or not there is a reference to the same in a deed of conveyance.

A breach of any of the foregoing restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any tract or portion of the real property or any improvement thereon.

However, the said restrictions and covenants shall be binding upon and unure to the benefit of any subsequent owner whose title thereto was acquired by foreclosure, trustee, sale, or otherwise.

Any change of covenants shall be effective upon the filing and recording of such an instrument in the office of the Beaverhead County Clerk and Recorder. any change in these covenants shall not affect existing structures or uses of the lots.

## IX

### Amendments

These covenants or any portion thereof may be amended, terminated or modified at any time by the written consent, duly executed, acknowledged and recorded with the office of the Clerk and Recorder of Beaverhead County, Montana, by the owners of at least eighty (80) per cent of the lots in the subdivision. However, these covenants may not be repealed or amended without the prior written consent of the Board of Beaverhead County Commissioners of Beaverhead County, Montana.

Any Change of convenience shall be effective upon the filing and recording of such an instrument reflecting such change in the office of the Beaverhead County Clerk and Recorder. Any change in these covenants shall not affect existing structures or uses of the lots. Item III, 13, page 4 above, concerning homeowner fees being assessed to the developer or owner shall not be modified in any way.

## X

### Variances

Application for a variance to any portion of these protective covenants shall be made in writing to the existing governing body or the Board of Directors of the association. Consideration shall be given each request by the Board of directors and approval or disapproval given in writing within thirty (30) days of request.

Approval or disapproval shall apply only on a case by case basis. The Board of Directors shall consist of seven members, each or whom, must be a lot owner. A quorum must convene before a vote is taken. A quorum shall consist of at least 5 members. A simple majority shall affect the approval or disapproval of any subdivision situation brought before the board. The Board of directors shall be elected by the lot owners. Each lot will have one vote when electing board members. Those receiving the top 7 number of votes shall be elected. In the case of a tie a run off vote shall be taken until the tie is broken. The Board of Directors shall elect a president. The person receiving the majority of votes shall be the president. In the event of a tie a run off vote shall be cast until a president is elected. The president and board members shall serve for a two year term of time.

People may serve as president or board members as many times as they are elected to the position. If a president or board member moves or sells his property, the remainder of the board shall convene to elect a replacement president or board member who will serve for the remainder of the term of the out going president.

XI

Inclusions

It is intended that all laws and bylaws of the association and any attendant changes to this document are to be considered a part of and enforced as is this document.

XII

Severability

A determination of invalidity of any one or more of the covenants hereof by judgment, order or decree of a court, shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

In witness whereof, the declarants have executed this instrument this June 18<sup>th</sup> day of June, 2004.

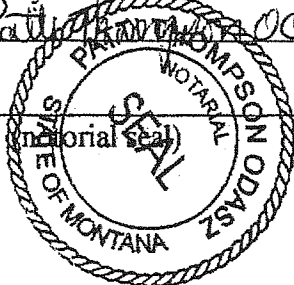
Clayton Hildreth Owner  
Developer

State of Montana )  
County of Beaverhead )

On this 18 day of June, 2004, before me, a Notary public for the State of Montana, personally appeared Clayton Hildreth, and \_\_\_\_\_, known to me to be the persons who executed the within and foregoing instrument and acknowledged to me that they executed the same. In witness where of, I have hereunto set my hand and affixed my official seal as of the day and year first above written.

Paul Thompson Oday Notary Public for the State of Montana

Residing at Beaverhead, Montana  
My commission expires May 31, 2007



AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
FOR CLARK LOOKOUT MAJOR SUBDIVISION

INDEXED

The undersigned being the owners and developers of the real property contained within the Clark Lookout Major Subdivision, Beaverhead County, Montana, hereinafter referred to as "Declarants" hereby adopt this amendment to Declaration of Protective Covenants.

The Declaration of Protective Covenants being amended by this document is a declaration dated June 18, 2004 and recorded as document number 253561 at Book 324, Pages 774-784, records of Beaverhead County, Montana.

**Article 3 Definitions is amended as follows:**

Declarants shall be the owner/developer of the project, Clayton R. Hildreth of Dillon, Montana, and the owners of lots in this subdivision, all signatories to this amendatory document.

**Definition Number 6, Dwelling Unit is amended by substituting the following:**

Dwelling unit shall mean and refer to a modular home, customer stick built home, underground or partially underground earth home, which dwelling provide separate cooking, eating, sleeping, and living facilities for a family and its residents.

**Definition Number 9, Manufactured Home is amended by substituting the following:**

Manufactured home means a residential dwelling, built offsite in a factory on or after January 1, 1990. A manufactured home does not include a mobile home or house trailer. A manufactured home is characterized by an integral metal support frame, which should not be removed from the structure, to which the wheels are attached for transportation. Manufactured homes are permitted in the subdivision with written permission of developers.

**Definition Number 10, Modular Home is amended by substituting the following:**

Modular Home means a residential dwelling, built offsite in a factory. It is designed to be placed on a permanent foundation. It has no tongue, axles, or wheels attached to the frame. Developer reserves the right to approve modular homes before placement on the lot.

**The following definitions are also adopted:**

Fourteen (14): Governing body shall mean the Board of Directors of the Homeowners Association.

Sixteen (16): Mobile home means, forms of housing known as "trailers," "housetrailers," or "trailer coaches," designed to be moved from one place to another by an independent

power source connected to them, or any trailer, housetrailer or trailer coach used as a personal residence.

**Article 5, Section 4 is amended by substituting the following:**

All dwellings placed on said lots shall be at least Twenty Four (24) feet in width and shall be modular homes, as defined herein, or custom stick built dwellings. All dwellings should be at least 1,100 square feet in living area, excluding basements, additions, and any other accessory buildings located on the lot. The developer shall have the right to approve or disapprove all dwellings before they are located or constructed on the lot.

No Mobile home as defined herein shall be permitted.

**Article 5, Paragraph 9, Construction of the Dwelling Unit is amended by substituting the following:**

The construction of the dwelling unit, or any addition thereto, shall be completed within 180 days from the time the construction is started. All modular homes shall have their foundations enclosed within 90 days of installation on the property. Foundation structures for modular homes shall permanent and constructed of concrete block or concrete. No plywood, sheet metal, other metal siding, or other materials shall be allowed to remain exposed for foundation treatment materials.

**Article 5, Section 14, Manufactured Homes is amended by substituting the following:**

Mobile homes as defined in these covenants are not permitted within the subdivision.

**Article 5, Section 17, Cats, Dogs and other household pets is amended by inserting the following:**


Article V, Section 17 is amended to remove all references to fowl. No fowl are permitted in the subdivision except in house caged birds. In all other respects the provisions of Article V Section 17 are restated and confirmed.

**Article 5, Definition 18, Livestock or Pinned Animals is amended as follows:**

The inclusion of fowl among permitted pinned animals is removed.

In all other respects except as specifically amended herein the declaration of protective covenants for Clark Lookout Major Subdivision dated May 18, 2004, are hereby confirmed and ratified.

  
\_\_\_\_\_  
Clayton R. Hildreth, Developer

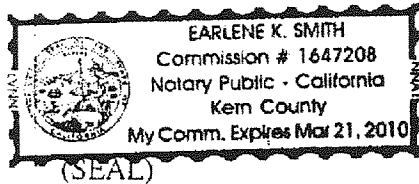
  
\_\_\_\_\_  
Christine Hildreth



STATE OF CALIFORNIA )  
 )ss.  
County of Kern )

On this 31<sup>st</sup> day of ~~September~~ October, 2006, before me, the undersigned, a Notary Public for the State of California, personally appeared Clayton R. Hildreth and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

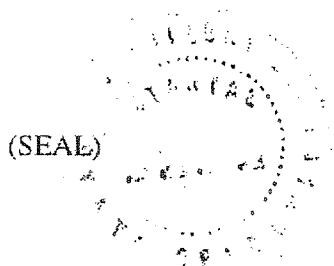


Earlene K. Smith  
Notary Public for the State of California  
Residing at Top, California  
My Commission Expires: 3-21-2010

STATE OF MONTANA )  
 )ss.  
County of Beaverhead )

On this 9<sup>th</sup> day of ~~September~~ November, 2006, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Christine Hildreth known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



W. R. Smith  
Notary Public for the State of Montana  
Residing at Dillon, Montana  
My Commission Expires: July 17, 2010

We Kurt W. Steadman and Susan B. Steadman, owners of Lots 5, 6, and 7 of the Clark Major Subdivision approve the amendment to declaration of covenants in the Clark Lookout Major Subdivision.

[Signature]

Kurt W. Steadman

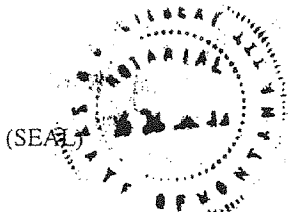
[Signature]

Susan B. Steadman

STATE OF MONTANA )  
 )ss.  
County of Beaverhead )

On this 18<sup>th</sup> day of December 2006, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Kurt W. Steadman and Susan B. Steadman known to me to be the persons whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



[Signature]

Notary Public for the State of Montana  
Residing at Dillon, Montana  
My Commission Expires: July 2008

We Raymond Hildreth and Darlene Hildreth, owners of Lots 20, 21, 22, 23, 24, 33, 62 and 63 of the Clark Major Subdivision approve the amendment to declaration of covenants in the Clark Lookout Major Subdivision.

[Signature]

Raymond Hildreth

[Signature]

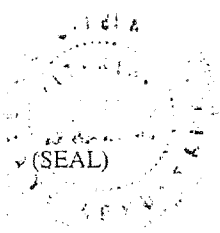
Darlene Hildreth

STATE OF MONTANA )  
 )ss.  
County of Beaverhead )

On this 11<sup>th</sup> day of December 2006, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Raymond Hildreth and Darlene Hildreth known to me to be the persons whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on

the day and year first above written.



*W.S. Smith*  
Notary Public for the State of Montana  
Residing at Dillon, Montana  
My Commission Expires: July 13, 2010

We Don F. Guiberson and Emily A. Guiberson, owners of Lot 46 of the Clark Major Subdivision approve the amendment to declaration of covenants in the Clark Lookout Major Subdivision.

*Don F. Guiberson*  
Don F. Guiberson  
*Emily A. Guiberson*  
Emily A. Guiberson

STATE OF MONTANA )  
 )ss.  
County of Beaverhead )

On this 15<sup>th</sup> day of December 2006, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Don F. Guiberson and Emily A. Guiberson known to me to be the persons whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

*W.S. Smith*  
Notary Public for the State of Montana  
Residing at Dillon, Montana  
My Commission Expires: July 17, 2010

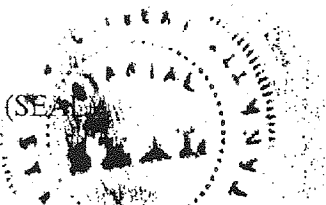
I, Julie Holderegger, owner of Lot 16 of the Clark Major Subdivision approve the amendment to declaration of covenants in the Clark Lookout Major Subdivision.

*Julie Holderegger*  
Julie Holderegger

STATE OF MONTANA )  
 )ss.  
County of Beaverhead )

On this 8<sup>th</sup> day of December, 2006, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Julie Holderegger known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



W S Silby  
Notary Public for the State of Montana  
Residing at Dillon, Montana  
My Commission Expires: July 17, 2010

I, Betty J. Tinsley, owner of Lot 34 of the Clark Major Subdivision approve the amendment to declaration of covenants in the Clark Lookout Major Subdivision.

Betty J. Tinsley  
Betty J. Tinsley

STATE OF MONTANA     )  
  )ss.  
County of Beaverhead    )

On this 18<sup>th</sup> day of December 2006, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Betty J. Tinsley known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



W S Silby  
Notary Public for the State of Montana  
Residing at Dillon, Montana  
My Commission Expires: July 17, 2010

I, Robert Castro, owner of Lots 14 and 15 of the Clark Major Subdivision approve the amendment to declaration of covenants in the Clark Lookout Major Subdivision.

Robert Castro  
Robert Castro

STATE OF MONTANA     )  
  )ss.  
County of Beaverhead     )

On this 4<sup>th</sup> day of January, 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Robert Castro known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



W. S. [Signature]  
Notary Public for the State of Montana  
Residing at Dillon, Montana  
My Commission Expires: July 17, 2010

We Ty K. Cole and Lynn M. Cole, owners of Lot 43 of the Clark Major Subdivision approve the amendment to declaration of covenants in the Clark Lookout Major Subdivision.

[Signature]  
Ty K. Cole  
[Signature]  
Lynn M. Cole

STATE OF MONTANA     )  
                                  )ss.  
County of Beaverhead    )

On this 9<sup>th</sup> day of January, 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Ty K. Cole and Lynn M. Cole known to me to be the persons whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



[Signature]  
Notary Public for the State of Montana  
Residing at Dillon, Montana  
My Commission Expires: July 17, 2010

We, Rob Goodman and Michelle Goodman, owner of Lot 12 of the Clark Major Subdivision approve the amendment to declaration of covenants in the Clark Lookout Major Subdivision.

*[Handwritten signature of Rob Goodman]*

Rob Goodman

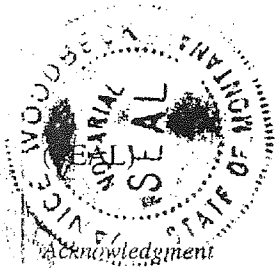
*[Handwritten signature of Michelle Goodman]*

Michelle Goodman

STATE OF MONTANA )  
 )ss.  
County of Flathead )

On this 13<sup>th</sup> day of December, 2006, before Rob Goodman and Michelle Goodman known to me to be the persons whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



*[Handwritten signature of Notary Public]*

Notary Public for the State of Montana

Residing at Whitefish, Montana

My Commission Expires: 2-23-2008

I, Trustee of the Janice Sue Hand Trust, owner of Lots 17 and 67 of the Clark Major Subdivision approve the amendment to declaration of covenants in the Clark Lookout Major Subdivision.

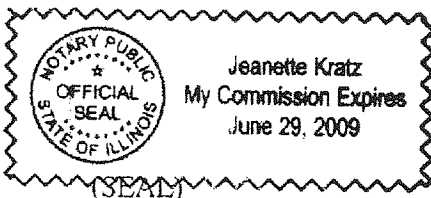
Janice Sue Hand Trust

By: Janice S. Hand  
Trustee

STATE OF ILLINOIS        )  
  )ss.  
County of Lake        )

On this 15 day of December, 2006, before me, the undersigned, a Notary Public for the State of Illinois, personally appeared Janice S. Hand, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Acknowledgment

Jeanette Kratz  
Notary Public for the State of Illinois  
Residing at Buffalo Grove, Illinois  
My Commission Expires: 6/29/09



We, Joshua William Keller and Laura Leigh Keller, owners of Lot 60 of the Clark Major Subdivision approve the amendment to declaration of covenants in the Clark Lookout Major Subdivision.

*Joshua William Keller*  
Joshua William Keller  
*Laura Leigh Keller*  
Laura Leigh Keller

STATE OF MONTANA     )  
  )ss.  
County of Gallatin     )

On this 20 day of December, 2006, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Joshua William Keller and Laura Leigh Keller known to me to be the persons whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



*Lynette Hubbard*  
Notary Public for the State of Montana  
Residing at Bozeman, Montana  
My Commission Expires: 10/27/09

We, Bill Thomas Kempf and Mary H. Kempf, owners of Lot 66 of the Clark Major Subdivision approve the amendment to declaration of covenants in the Clark Lookout Major Subdivision.

*Bill Thomas Kempf*

Bill Thomas Kempf

*Mary H. Kempf*

Mary H. Kempf

STATE OF MONTANA )  
 )ss.  
County of Beaverhead )

On this 12<sup>th</sup> day of December, 2006, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Bill Thomas Kempf and Mary H. Kempf known to me to be the persons whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

*Robyn W. Walker*

Notary Public for the State of Montana *Robyn W. Walker*  
Residing at Dillon, Montana  
My Commission Expires: April 20, 2008



We, Thomas L. Kostrba and Cynthia L. Kostrba, owners of Lots 27, and 30 of the Clark Major Subdivision approve the amendment to declaration of covenants in the Clark Lookout Major Subdivision.

Thomas L. Kostrba  
Thomas L. Kostrba

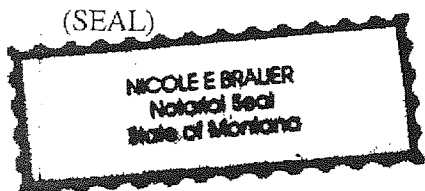
Cynthia L. Kostrba  
Cynthia L. Kostrba

STATE OF MONTANA     )  
  )ss.  
County of Gallatin     )

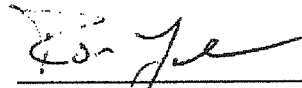
On this 20<sup>th</sup> day of December 2006, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Thomas L. Kostrba and Cynthia L. Kostrba known to me to be the persons whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Nicole E. Brauer  
Notary Public for the State of Montana  
Residing at Belgrade, Montana  
My Commission Expires: July 21, 2007



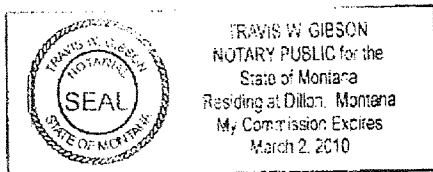
I, Ron Lake, owner of Lot 13 of the Clark Major Subdivision approve the amendment to declaration of covenants in the Clark Lookout Major Subdivision.

  
\_\_\_\_\_  
Ron Lake

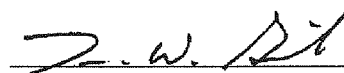
STATE OF MONTANA     )  
  )ss.  
County of Beaverhead     )

On this 7<sup>th</sup> day of December, 2006, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Ron Lake known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



(SEAL)

  
\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at Dillon, Montana  
My Commission Expires: MARCH 2, 2010

*Acknowledgment*

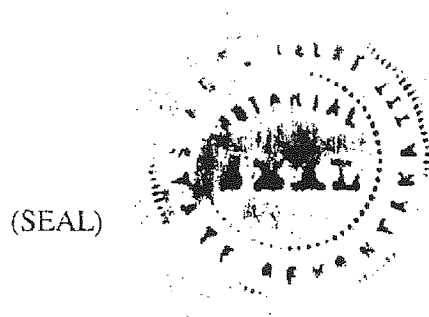
We, Charles F. Presson and Mary Presson, owners of Lot 37 of the Clark Major Subdivision approve the amendment to declaration of covenants in the Clark Lookout Major Subdivision.

Charles F. Presson  
Charles F. Presson  
Mary Presson  
Mary Presson

STATE OF MONTANA     )  
  )ss.  
County of Beaverhead    )

On this 28<sup>th</sup> day of December 2006, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Charles F. Presson and Mary Presson known to me to be the persons whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

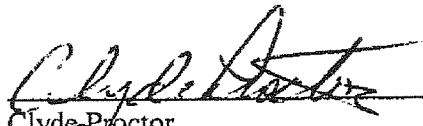
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year first above written.



(SEAL)

W. J. Schmitt  
Notary Public for the State of Montana  
Residing at Dillon, Montana  
My Commission Expires: Aug 17, 2010

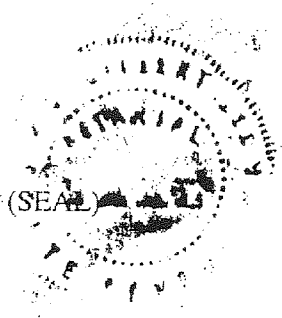
I, Clyde Proctor, owner of Lots 3, 4 and 29 of the Clark Major Subdivision approve the amendment to declaration of covenants in the Clark Lookout Major Subdivision.


  
Clyde Proctor

STATE OF MONTANA     )  
                                  )ss.  
County of Beaverhead    )

On this 8 day of December 2006, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Clyde Proctor known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



  
Notary Public for the State of Montana  
Residing at Dillon, Montana  
My Commission Expires: July 17, 2010

Acknowledgment

I, Benjamin Reynolds, owner of Lot 61 of the Clark Major Subdivision approve the amendment to declaration of covenants in the Clark Lookout Major Subdivision.

*Benjamin F. Reynolds*  
Benjamin Reynolds

STATE OF MONTANA     )  
  )ss.  
County of ~~Silverbow~~ *Beaverhead*     )

On this 16<sup>th</sup> day of ~~December~~ *JANUARY*, 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Benjamin Reynolds, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



*W. S. Suber*  
\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at *Dillon*, Montana  
My Commission Expires: *July 17, 2010*

Acknowledgment

RESOLUTION NO. 2007-04**RESOLUTION AMENDING RESTRICTIVE LAND COVENANTS  
FOR THE CLARK LOOKOUT MAJOR SUBDIVISION**

WHEREAS, on August 28, 2006, Christine Hildreth, one of the developers of the Clark Lookout Major subdivision appeared before the Board of County Commissioners of Beaverhead County with her counsel and presented for discussion certain proposed amendments to the covenants; and

WHEREAS, after review and discussion the Commissioners indicated that they were generally in favor of the suggested changes and felt they would be suitable for formal approval when the final edited version of the covenants was received from Clayton Hildreth, another of the developers; and

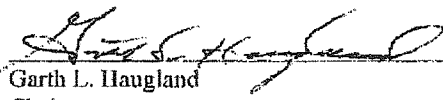
WHEREAS, the covenants provide that they may be amended upon approval of the owners of eighty percent (80 %) of the lots, and the developers have presented to the Board the signed consents to amend the covenants received from the owners of 49 lots in the subdivision which is more than eighty percent of the total of 60 lots in the subdivision; and

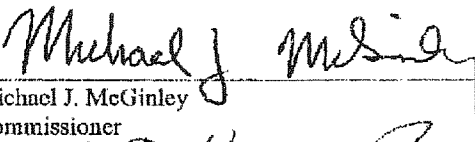
WHEREAS, the Board has reviewed the proposed amendments to the covenants and finds that the changes are acceptable to the majority of the owners of lots in the subdivision, and the requested changes to the covenants are in the public interest.


NOW THEREFORE, be it resolved by the Board of County Commissioners of Beaverhead County, Montana that the proposed revisions to the land use covenants for the Clark Lookout Major subdivision, are hereby approved, and the amendments to the previous covenants which are of record at Book 324, Pages 774-784, records of Beaverhead County may be so amended upon recording the lot owners consents to amendments, together with a copy of this resolution.

Adopted by the Board of County Commissioners of Beaverhead County in regular session assembled this 22nd day of January 2007.

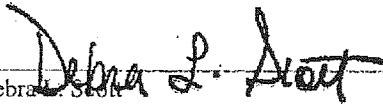
Board of County Commissioners

  
Garth L. Haugland  
Chairman

  
Michael J. McGinley  
Commissioner

  
C. Thomas Rice  
Commissioner

ATTEST:

  
Debra L. Scott  
Beaverhead County Clerk and Recorder

  
by Kristy L. Sauerbren