

**MOUNTAIN MEADOWS
PROPERTY OWNERS ASSOCIATION, INC.
DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS & EASEMENTS**

THIS DECLARATION of Covenants, Conditions, Restrictions and Easements ("CC&Rs") is made by the undersigned owners of real property situated in Carbon County, Montana, described herein.

WITNESSETH:

WHEREAS, all parcels of real property, whether known or designated as a lot, tract or parcel, within the exterior boundary of original Certificate of Survey ("COS") No. 1620, Carbon County, Montana, on file and recorded in the office of the Clerk and Recorder of Carbon County, Montana. Specifically, all property within main log entrance at Montana Highway 78, to log entrance at Airport Road and to top of hill at North Gate Lane, including amendments, modifications, subdivisions or changes heretofore or hereafter made. Said parcels are identified on a plat map attached hereto as Exhibit "A" and by this reference made a part hereof and identified as the "Property", along with document titled Property Included in Filing of Mountain Meadows Property Owners Association, Inc. dated December 31, 2018 and attached as Exhibit "B".

WHEREAS, situated on said real Property are certain sixty (60") foot wide easements and rights-of-way, which provide access, ingress and egress to the Property; and

WHEREAS, the Mountain Meadows Property Owners Association, Inc., ("MMPOA") shall own, insure, repair and maintain all roads, two landscape berms, a fire suppression pond, and two log entries, all located within Plat 1620 as amended ("Plat"), and for which owners of all parcels on the Property participate; and

WHEREAS, the undersigned desire to place covenants, conditions and restrictions (CC&Rs) upon said Property for the benefit of the owners of all said lands, and require the owner of each property to contribute to the maintenance of common facilities and the administrative costs necessary to maintain MMPOA, and

WHEREAS, it is the intention that the MMPOA be the umbrella property owners association for the entirety of the Property and that MMPOA shall be the only property owner association to enforce these CC&Rs for all subdivisions as they exist or may be written within Plat 1620 amended, and as attached in Exhibits "A and "B".

NOW THEREFORE, the undersigned hereby declare that all property described above shall be held, sold and conveyed subject to the following covenants, which are for the purpose of protecting the value and desirability of the Property and which shall run with the Property and be binding on all parties having a right, title or interest in the described Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

Mountain Meadows POA, Inc.
CC&Rs 12/31/18

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Doc # 375975 Fee: \$129.00

Covenants & Restrictions

Christine L. Stovall, Clerk & Recorder, Carbon County, MT
Recorded 2/1/2019 At 2:27 PM

By 

ARTICLE I
Property

1.1 Subject Property. The undersigned hereby declare that all Property, as described above is, and shall be, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to these CC&Rs.

ARTICLE II
Easements & Facilities

2.1 Reciprocal Easements & Common Facilities. All parcels on the Property are benefited by easements for the following common facilities owned by MMPOA:

a. Main Access Road Easements. Easements and rights-of-way over, along, on or across certain portions of sixty (60) foot access easements depicted on COS No. 1620 and amendments thereto, and including two landscaped berms;

b. Fire Suppression Pond. An easement for the purposes of operating and maintaining pond on Tract 19, identified as Grand View South ("GVS"), Lot 22A, within the Property for purposes of retaining and storing water to be used for suppression of fires within the Property;

c. Entrance Sign I. Log entrance sign at entrance from Montana Highway 78 at Remington Ranch Road; and

d. Entrance Sign II. Log entrance sign at entrance from South Airport Road.

The foregoing specific easements and rights-of-way for the Common Facilities are deemed to run with the land, and inure to the benefit of the present and future owners of said Property. The Property may also be benefitted by other easements of record not specifically mentioned here but which also run with the land and inure to the benefit of the present and future owners of the Property.

2.2 Right of Access. The MMPOA or its delegated representatives shall have the irrevocable right to have access to each of the Common Facilities from time-to-time during reasonable hours as may be necessary for the maintenance, repair or replacement of the Common Facilities. Every member of the MMPOA hereby grants an easement across his, her, or its property in order to permit the maintenance, repairs, and replacements of Common Facilities. All maintenance, repairs, and replacements of the Common Facilities shall be the common expense of all of the owners. However, if damage is caused by a negligent or tortious act of any owner, members of his family, his agent, employee, guest, invitee, licensee, or tenant, then such owner shall be responsible and liable for all such damage.

ARTICLE III

Membership & Meetings

3.1 Members. Every owner of a parcel within the Property shall be a member of the MMPOA. Membership shall be appurtenant to and may not be separated from ownership of any parcel which is subject to assessment. The MMPOA may be incorporated and may enact bylaws to further its purposes.

3.2 Class of Members. The MMPOA shall have one (1) class of voting membership. Membership, voting and other rights, interests and privileges of each member shall be equal. Each member shall be eligible for benefits and obligations that the MMPOA's Board of Directors shall determine from time-to-time in accordance with the Bylaws of the MMPOA.

3.3 Voting Rights, Meetings, Governance. Voting rights, meetings of members, and other governance issues shall be determined in accordance with the Bylaws of the MMPOA.

3.4 Annual Meeting. Annual meetings shall be set by the Board of Directors. Notice shall be sent to all members not less than ten (10) days and no more than fifty (50) days in advance of such meeting.

3.5 Special Membership Meetings. A meeting called for the purpose of having members take any action not taken at the annual meeting is considered a special meeting. Notice shall be sent to all members not less than ten (10) days and no more than fifty (50) days in advance of such meeting.

The president, board of directors, or 10% of the members, in good standing, may call a special membership meeting for any purpose or purposes described in the meeting notice. If ten (10%) percent of members request a special meeting, they must do so in writing, and sign, date, and deliver the request to any corporate officer at least ten (10) days before the MMPOA must give notice of the meeting; the president shall then call the special meeting on these members' behalf. For purposes of determining whether the members have met the ten (10%) percent requirement, the Secretary of the Board or other designee shall verify ownership of each parcel as of the record date. The Treasurer of the Board shall provide a list of members in good standing.

3.6 Quorum. At all meetings of members, ten percent (10%) of the votes entitled to be cast on a matter must be represented at a meeting of members to constitute a quorum on that matter. In determining whether a quorum exists, the chairperson shall take into consideration not only those members physically present at the meeting, but also those present by votes received by mail, email, and proxy. Only members in good standing with the MMPOA, however, shall be entitled to vote. If the required quorum is not present, another meeting may be set without further notice to take place at any time up to a maximum of thirty (30) days from the date of the initial meeting. The required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

3.7 Majority Vote Sufficient. A simple majority of a quorum shall be sufficient to act.

ARTICLE IV

Assessments

4.1 Assessments. Assessments shall be determined and managed in accordance with the Bylaws of the MMPOA.

ARTICLE V
Authority & Enforcement

5.1 Responsibilities. It shall be the responsibility of the MMPOA to enforce these CC&Rs, as well as the separate CC&Rs of each subdivision and tract as written or may be written or amended within the Property.

5.2 Inclusion of Subdivision & Tract CC&Rs. All CC&Rs, of subdivisions and tracts in the Property, as amended, and recorded in Carbon County, Montana as of the date of the execution of this document, as well as any future amendments, shall be included and made a part of this document, by reference, including but not necessarily limited to, the following:

- a. Creek Side Estates, recorded as #274675, dated October 6, 1995; #282627; dated August 29, 1997, #283052 dated October 15, 1997; #287277 dated October 12, 1998 and #287275 dated October 21, 1998;
- b. Meadowood, recorded as #279274, dated October 29, 1996;
- c. Willow Creek Crossing, recorded as #288633, dated February 18, 1999.

5.3 Enforcement. Violation of any CC&R herein contained or referenced shall give to the MMPOA, acting through its directors, the right to remedy the violation. The result of every act or omission whereby any CC&R is violated in whole, or in part, is hereby declared to be and constitute a nuisance, and every remedy allowed by law against a nuisance, either public or private, shall be permitted. Failure by the MMPOA to enforce any CC&R herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.4 Enforcement Policy. For any violation, the owner shall first receive a written notice which shall include a date by which the owner must remedy the violation. If the violation is not remedied, the owner shall pay a fine, imposed by the Board of the MMPOA, of twenty-five (\$25) dollars for a second violation, and a fine of fifty (\$50) dollars for each violation thereafter. These fines may be increased by the members of the MMPOA acting at any properly called regular or special meeting of the membership. Such fines shall be levied and enforced like an assessment, payable by the owner or in the case of abandoned property, the secured lender(s). In addition to imposing fines, but only after the first written notice has gone uncorrected, either the MMPOA, acting through the board, or any other member of the MMPOA, may seek injunctive relief with the Carbon County District Court to require the owner to remedy the violation.

5.5 Costs of Enforcement. In the event MMPOA employs an attorney because of a violation by an owner of one or more of the provisions of these CC&Rs, or if the MMPOA commences an action for the enforcement of these CC&Rs or of the lien for assessments, the prevailing party shall be entitled to recover all costs, charges and expenses, including reasonable attorney fees.

ARTICLE VI

Architectural Approval

6.1 Plan Approval. All owners intending to build or materially alter any building, structure, fence or other improvement in the MMPOA shall apply for approval with the board. An application shall be mailed, hand delivered or emailed to the President, Treasurer, and Secretary of the Board.

6.2 Discretion. The board maintains full and complete discretion to interpret these CC&Rs and may, in its sole discretion, approve or deny any design. In reviewing the application and the materials submitted and in reaching a decision thereon, the board shall use its best efforts and judgment to assure that all improvements shall produce and contribute to an orderly, aesthetically and complimentary design and appearance, of a quality required to maintain the MMPOA as a first class residential Property. Approval or denial by the board shall be based, among other things, on:

- a. Design standards;
- b. Conformity of plans to these CC&Rs;
- c. Conformity and harmony of external design with neighboring improvements;
- d. Effects of location and use of proposed improvements on neighbors and common areas;
- e. Relation of improvements and finished ground elevations to existing topography and grades; and
- f. Overall aesthetics of the MMPOA.

Because the review does include judgments about aesthetics by the board and because the aesthetic consideration cannot be clearly defined in these CC&Rs, the decisions of the board will be subjective in nature. Each owner, by acceptance of a deed to any parcel subject hereto, agrees to accept the aesthetic decisions of the board as final and binding, and waives any right to challenge those decisions through legal action.

6.3 Required Information for Plan Review. All owners intending to build or materially alter any building, structure, fence or other improvement in the MMPOA shall submit information to the board based on the following:

- a. The application for approval must be provided not less than thirty (30) days before any work is commenced on the parcel.
- b. At least ten (10) days prior to the commencement of any finish work on the exterior or any building, exterior finishes, colors, and materials must be provided to the board.
- c. Additional materials and information may be required by the MMPOA Board of Directors. Upon notice to applicant, the applicant shall provide any additional requested materials or information.

6.4 Review Process. The board shall review all applications and issue a finding approving, conditionally approving, or denying each application, either in whole or in part, within ten (10) days of official receipt by the board of each application. Failure by the board to respond shall be deemed approval of the application. The board may refuse to approve or deny an application if it determines in its sole and exclusive discretion that the application is incomplete. The board shall deny any application that:

- a. Does not meet the design specifications set forth herein;
- b. Is incomplete, and/or
- c. Would be detrimental to surrounding properties and/or the MMPOA.

6.5 Construction Without Approval or in Violation of these CC&Rs. If any construction is completed, any improvement is erected or placed upon, or any new use is commenced upon any parcel in the MMPOA without prior approval from the MMPOA Board of Directors or in violation of these CC&Rs, other than as set forth herein, such alteration, construction, erection, placement, or use shall be deemed to have been undertaken in violation of these CC&Rs and, upon written notice by the MMPOA Board of Directors, any such alteration, construction, erection, placement, or use shall cease, be removed, or be amended so as to conform to these CC&Rs.

6.6 Construction After Approval. No construction equipment or materials can be moved onto any property in the MMPOA prior to thirty (30) days before the start of construction. All exterior construction must be completed within twelve (12) months of the starting date of construction.

6.7 Liability. Neither the MMPOA nor the board shall be liable to anyone submitting plans for approval, or to any owner of property within the MMPOA, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans or specifications so long as such action is not arbitrary or capricious. Every person who submits plans to the board for review agrees by submission of such plans and specifications and every owner of property within the MMPOA agrees, that he or she will not bring any action or suit against the MMPOA, or the board, to recover any such damages by reason of the MMPOA's or the board's actions in reviewing any plans and specifications so long as such action is not arbitrary or capricious. The owner of each parcel in the MMPOA hereby expressly consents to the board reviewing, approving, modifying, and denying all development applications. The board is expressly authorized, in its sole and exclusive discretion, to grant, approve, deny, or to require modifications to any development proposal in the MMPOA. All decisions of the board shall be final and non-appealable.

6.8 Restoration of Tract. Upon completion of construction on any property, the owner shall, to the greatest extent possible, restore the property to its original condition so that the property shall be in harmony with the surrounding, unimproved property. The owner must complete restoration within forty-five (45) days.

6.9 Delegation. The board may delegate to any committee or task force the duties, rights, and obligations of the board.

ARTICLE VII

Architectural Requirements

7.1 Residential Purpose. Each parcel in the above-described Property shall be known and described as a residential property. None of said Property may be used or improved for other than private residential purposes or multifamily residential purposes where permitted and no structure shall be erected, altered, placed, or permitted to remain on any such residential parcel other than one detached, single family dwelling with a private attached or semi-attached garage, except upon such parcels where multi-family dwellings have been approved and permitted as hereinafter provided and except for an equestrian center, as previously permitted and approved.

7.2 Clotheslines. No clotheslines or pole may be erected on any property at any time.

7.3 Square Footage. Unless otherwise set forth in subdivision CC&Rs, the ground floor, or main floor minimum living area of all dwellings erected on any lot, exclusive of open porches, breezeways, and garages, shall contain not less than the square footage as outline in the subdivision CC&Rs where the building will occur.

7.4 Setback Requirements. No building or structure may be located nearer than twenty (20) feet to the boundary line of the adjoining parcel on all sides, unless the subdivision CC&Rs where the building will take place dictates otherwise.

7.5 Building Materials. Only natural materials such as wood, rock, glass, log and plank, designed to fit in with the natural surroundings shall be approved.

7.6 Driveway/Easement Construction. All driveway construction must be approved by the board prior to commencing breaking ground. The board shall have on file, with the MMPOA, driveway construction requirements for the purpose of protecting damage to road easements.

7.7 Fences. The design of all fences and method of construction is subject to mandatory approval of the board and shall be of natural materials. Chain-link fencing shall not be allowed. No fence, living hedge, or wall of any kind shall be erected or placed on any area declared an easement.

7.8 Moved & Modular Houses. No building of any kind shall be moved upon any of the parcels and all buildings or residences erected on the parcels shall be new construction. No mobile or manufactured home will be allowed on any parcel of the Property. Modular homes will be considered on a case-by-case basis. For purposes hereof, the following definitions shall apply:

a. A “manufactured home” is any home that is built on a permanent chassis to ensure transportability and is built to the Housing and Urban Development (“HUD”) Title 6 construction standards (commonly known as the “HUD-code”) which took effect June 15, 1976. A HUD-coded home will display documentation called the Certification Label and the Data Plate.

b. A “mobile home” is a factory-built home that is: 1) built before June 15, 1976; and 2) not built to a uniform construction code

c. A “modular home” is any home built for transportability according to one of the uniform construction codes (i.e. UBC, IRC, etc.) other than the HUD-code. Modular homes will not have the

Certification Label and the Data Plate, but will have a label attached to the home stating the code to which it was built.

7.9 Commercial Restrictions. None of the above-described Property or any buildings erected thereon shall at any time be used for the purposes of any trade or for any commercial, professional or manufacturing business of any description, and no noxious or offensive activities shall be carried on, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood. No hospital, church, duplex or apartment house shall be erected on said Property. This provision shall not prohibit the construction of a multifamily dwelling of the condominium type when the same has been permitted and approved under conditions set forth herein. Nothing in this paragraph or the CC&Rs shall be deemed to preclude the use of an apportion of any building or residence erected on a parcel as a home office, provided that such use does not require traffic to and from the office or any other activity that creates a nuisance within the Property.

7.10 Residence Restrictions. No trailer, basement, tent, shack, garage or outbuilding on the Property shall at any time be used as a residence, temporarily or permanently.

7.11 Pets and Other Animals. Domesticated dogs, cats, birds, or other household pets which do not unreasonably bother or constitute a nuisance to others may be kept, provided they are not kept, bred, or maintained for any commercial purpose. All pets must be restricted to the pet owner's property except when restrained by a leash in the company of the owner. The board will give owners of pets that create a nuisance or disturbance a warning. Subsequent occurrences within twelve (12) months of the warning will result in notification of the local animal control board and/or the levying of a fine by the board. Owners shall promptly clean up after their pets and shall be responsible for repair of all damages caused by their pets. If they fail to do so, the board may pay for having the cleanup or repairs done and bill the cost to the owner. All dogs, cats and other pets shall be strictly controlled by their owners so as not to annoy or interfere with the use of the Property by other owners, and shall be prohibited from excessive barking or causing other nuisance, or interference with other Property owners. Dogs that have a history of aggression toward people or other animals, including but not limited to biting, shall not be permitted in the subdivision. No wild animals shall be kept by any owner on his property.

7.12 Signage. No billboards, posters, or advertising devices of any kind or character shall be erected or displayed upon any property except for a modest house sign displayed to identify the occupants of a dwelling or driveway entrance sign. Sale or resale signs shall not exceed four (4) square feet in area.

7.13 Parking. No street or other open area shall be used for the purpose of dismantling or repair of vehicles, and only motor-driven vehicles capable of being moved under their own power may be parked upon said streets for a maximum of four (4) consecutive days. Unregistered or inoperable vehicles must be parked in an enclosed garage.

7.14 Recreational Vehicles. No trailer, (such as horse, boat, snowmobile, etc.), boat, camper, motor home, snowmobile, or other equipment generally associated with recreational or leisure time activity but which could be associated with job employment, shall not be situated or parked on any of the streets for more than four (4) consecutive days or any property for seven (7) consecutive days unless enclosed by a garage meeting the requirements of these CC&Rs, or if less than six (6) feet tall, may be kept behind a six (6) foot enclosure so long as the trailer, boat, camper, motorhome, snowmobile, or other recreational or leisure items are not visible from the street. Exceptions must be submitted to and approved by the MMPOA Board.

7.15 Occupancy Permits. No structure on any property may be used for dwelling purposes until the structure meets the requirements for occupancy governed by Carbon County, Montana.

7.16 Excavation. No excavations, except such as are necessary for the construction of improvements, shall be permitted on any parcel until such time as the actual construction of the house is to begin, except that the owner may test the supply of water under said parcel and may drill and excavate for that purpose as well as testing for sub-soil conditions, or planting of trees and shrubs.

7.17 Garbage. All garbage shall be kept within buildings or fenced enclosures on a daily basis and only placed in open view for trash collection. Trash containers placed curbside for collection shall be removed from curbside not later than the evening of garbage collection day. The burning of garbage and trash in incinerators or barrels is prohibited. Property owners shall not dump garbage, grass clippings or any other items onto any lot, common area or the streets. Containers for the storage or disposal of waste material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, junk, junk vehicles, organic or inorganic waste, and non-landscaping rocks or earth shall be permitted to accumulate on any parcel but shall be disposed of promptly and effectively.

7.18 Utilities. Any and all utilities shall be underground.

7.19 Construction. It shall be the responsibility of individual lot holders to see that during construction of a residence, the area is kept as neat and orderly as possible. It is further required that construction of a home site be expedited in all possible ways and that long delays shall be avoided once construction has begun. Streets shall not be used for storage of construction material, equipment, receptacles or other obstructions. Construction trailers, for purpose of renovation or landscaping, are allowed street parking only while people are physically working, Monday through Friday, 7 AM to 6 PM.

7.20 Maintenance. All owners shall be obligated to maintain their buildings and surrounding land so that they are clean, tidy, and in good repair. Owners shall not permit peeling paint, broken shingles, broken windows, damaged siding, broken doors, or any other unsightly condition on their property. Landscaping shall be maintained on a regular basis, including mowing lawns. Maintenance of all landscaping and other improvements on a property shall be the responsibility of the owner. Maintenance shall include, but not be limited to:

- a. Removal of dead, dying and/or diseased trees and shrubs and removal of tree and shrub stumps;
- b. Prompt removal of weeds, including within rock beds, trash and debris from plant beds and areas adjacent to shrubs and trees,
- c. In the event that any property owner shall permit any residence or other improvement, including any landscaping for which it is the responsibility of such property owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, the board may notify the lot owner to take corrective action. If corrective action is not taken by the lot owner within a reasonable time, as determined by the board, the board may cause such corrective action to be taken and shall assess the expense of the correction to the lot owner as a special assessment, payable only by that lot owner. If a lot owner fails or refuses to pay such an assessment, the board may, as provided below, file and foreclose a lien for the amount of the assessment; and
- d. Annual inspection for eradication of noxious weeds.

7.21 Noxious Weed Policy. Each property owner within the State of Montana is required to obey the Montana laws regarding the control and abatement of noxious weeds. According to the "County Weed Control Act" as specified in the Montana Code: *"It is unlawful for any person to permit any noxious weed to propagate or go to seed on the person's land..."*. Each property owner is required to acquire annual inspection for noxious weeds and follow-up with weed spraying as necessary. Each property is subject to annual inspection by the County Weed Supervisor.

7.22 Windmills, Satellite Dishes & Solar Panels. No wind-powered electric generators shall be placed or maintained upon any portion of a property without prior written approval of the board. No antennas or satellite dishes exceeding one meter in diameter or diagonal measurement, or any other device shall be installed on the exterior of any building or in a yard, or on common property without prior written approval of the board. Towers or structures in excess of three (3) feet above the building roof line or on the property must be approved by the board. Any structures (including energy generating) need to be integrated into the existing roof line or existing landscaping and approved by the board. Solar panels will require approval of the board prior to installation with regard to size, placement, and effect on neighborhood views and aesthetics.

7.23 Trees and Landscaping. Subsequent to the recording of these CC&Rs, no Poplar, Russian Olive, or any form of Willow or Cottonwood tree shall be planted on any property.

7.24 Outbuildings. Storage sheds or outbuildings may be permitted with approval of the board and must be consistent with the architecture, siding and roofing of the main residence and in harmony with the existing landscaping. Failure to follow the approval process can result in the building being removed at the owner's expense.

7.25 Noise. Residents, their families and guests shall exercise care about making noise which may disturb other residents. No excessive noise of any kind in excess of sixty (60) decibels as measured from a property line is permitted between the hours of 10:00 PM and 7:00 AM.

7.26 Damaged Property. Any dwelling damaged by fire or other casualty must either be removed from the premises or repairs commenced within one hundred twenty (120) days after the fire or other casualty unless an extension of time for such removal and repair is granted by the board. Any damaged dwelling not so removed or repaired may be removed at the owner's expense and the board may pursue any and all legal equitable remedies to enforce compliance and to recover any expenses incurred in connection herewith. Any cost incurred by the board under this section shall become a special assessment upon the property of the owner. The MMPOA may exercise all rights to collect that assessment. Any real estate abandoned by the owner thereof shall be the responsibility of the secured lender(s). The maintenance and upkeep of any easement shall be the responsibility of the easement holder.

7.27 Tenants. It is the obligation of any owner of property in the MMPOA to provide any renter, occupant, tenant or other occupier of the owner's property with a copy of these CC&Rs as well as the MMPOA Bylaws. In addition, it is the owner's responsibility to make certain that any renter, occupant, tenant or other occupier of the owner's property complies with these CC&Rs, as well as the Bylaws. Violations of these CC&Rs under this section constitutes a violation by the owner.

ARTICLE VIII

General Provisions

8.1 Neutral Interpretation. The MMPOA hereby states and agrees that these CC&Rs shall be construed using neutral interpretation, and that this agreement shall not be construed in favor of any party or against any party.

8.2 No Waiver. No delay or omission of any party to the exercise of any right accruing upon any default of any other party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of or a default in any of the terms and conditions of these CC&Rs shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of these CC&Rs.

8.3 Notices. Except for meeting notices, all notices or demands required to be given hereunder shall be in writing and shall be served either personally or by registered or certified mail. Service by registered or certified mail shall be conclusively deemed made three (3) days after deposit thereof in the United States Mail, postage prepaid, addressed to the party to whom service is to be given, as hereinafter provided, and the issuance of the registry or certification receipt therefore.

8.4 Governing Law. These CC&Rs shall be governed by and construed in accordance with the laws of the State of Montana.

8.5 Severability. Should any provision of these CC&Rs be or become invalid, void, illegal or unenforceable, it shall be considered separate and severable from these CC&Rs, and the remaining provisions shall remain in force and be binding as though such valid, void, illegal or unenforceable provision had not been included.

8.6 No Partnership. The provisions of these CC&Rs are not intended to create, nor shall they in any way be interpreted or construed to create a joint venture, partnership, or any other similar relationship between the MMPOA and any owners within Plat 1620 as amended.

8.7 Captions and Headings. The paragraph headings used throughout this instrument are for convenience and reference only, and the words contained herein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of these CC&Rs.

8.8 Construction. In construing the provisions of these CC&Rs, the use of a gender shall include all other genders, and the use of the singular shall include the plural, and the use of the plural shall include the singular.

8.9 Joint and Several Obligations. In the event any person referred to herein is composed of more than one person, the obligations of said party shall be joint and several.

8.10 Recordation. These CC&Rs and any amendments or modifications shall be recorded in the office of the clerk and recorder of the County of Carbon, State of Montana.

ARTICLE IX
Amendments

9.1 Amendments. Except those provisions requiring unanimous consent, any provision herein may be amended or revoked and additional provisions added, at any time by a written instrument recorded in the office of the Clerk and Recorder of Carbon County, Montana, duly signed and acknowledged by the owners of record of not less than fifty-one (51%) of the parcels subject to these CC&Rs.


ARTICLE X
Term

10.1 Term. The provisions of these CC&Rs shall be binding for a term of twenty-five (25) years from the date of these CC&Rs, after which time the CC&Rs shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of fifty-one (51%) percent of the parcels has been recorded, agreeing to revoke or terminate these CC&Rs.

ARTICLE XI
Counterpart Pages

11.1 Counterparts. These CC&Rs may be signed in counterparts and by different parties in separate counterparts of the same document. Each counterpart, when so executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

The undersigned, being duly authorized officers of Mountain Meadows Property Owners Association, Inc. hereby execute this Declaration of Covenants, Conditions Restrictions and Easements as of the day and year below written.



PRESIDENT

12/31/2018
DATE




VICE-PRESIDENT

12-31-2018
DATE



SECRETARY

12/31/18
DATE



TREASURER

12/31/18
DATE

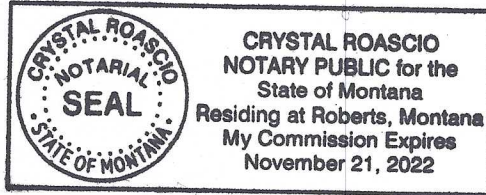
Acknowledgement

State of Montana

County of Carbon

This instrument was acknowledged before me on Feb. 1st 2019

by Diane Romano Beres, Secretary and treasurer for
Print name of signer(s) mountain meadows POA, Inc.



Affix seal/stamp as close to signature as possible.

[Signature]
Notary Signature

This Notarial Certificate is to be attached to, and associated with, only the following document:

Type of Document: Declaration of Covenants, Conditions Restrictions & easements
Date of Document: 12/31/18

If property is being sold or ownership is being transferred on the basis of this document, the description of the property is: (Include legal description, property address, or vehicle identification number, make and model, etc.):

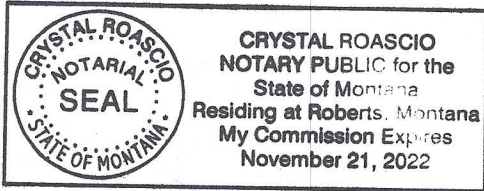
Acknowledgement

State of Montana

County of Carbon

This instrument was acknowledged before me on Feb. 1st 2019

by Andrea Lake Mohammadi President for Mountain Meadows POA, Inc.
Print name of signer(s)



Affix seal/stamp as close to signature as possible.

[Signature]
Notary Signature

This Notarial Certificate is to be attached to, and associated with, only the following document:

Type of Document: Declaration of Covenants, Conditions, Restriction & Easements
Date of Document: 12/31/18

If property is being sold or ownership is being transferred on the basis of this document, the description of the property is: (Include legal description, property address, or vehicle identification number, make and model, etc.):

**PROPERTY INCLUDED IN FILING OF
MOUNTAIN MEADOWS PROPERTY OWNERS ASSOCIATION, INC.
JANUARY 18, 2018**

CREEKSIDE ESTATES PROPERTIES

7A, 7B, 7C, 7D, 7E, 8A, 8B, 8C, 8D, 8E, 14A, 14B, 15A, 15B, 15C, 17A, 17B, 17C, 17D, 18A, 18B, 18C, 18D, 18E.

MEADOWOOD AT REMINGTON RANCH, AKA MEADOWOOD SUBDIVISION, AKA MEADOWOOD, PROPERTY LIST.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51.

TRACT PROPERTIES

Tract 22, 23, 30, 32, 33.

WILLOW CREEK CROSSING SUBDIVISION

Lot 25A, 25B, 25C.

EXHIBIT B

Kelly Dehio
MMPOR
P.O. Box 2016
Red Lodge MT
59068

Doc # 378369 Fee: \$14.00

Affidavit

Christine L. Stovall, Clerk & Recorder, Carbon County, MT
Recorded 8/21/2019 At 2:56 PM

By Cyril DeBoer, deputy

**AFFIDAVIT OF THE SECRETARY OF
MOUNTAIN MEADOWS PROPERTY OWNERS
ASSOCIATION, INC.**

STATE OF MONTANA)

:SS.

County of Carbon)

Kelly Dehio, being duly sworn, states as follows:

I am the secretary for Mountain Meadows Property Owners Association, Inc., a Montana corporation.

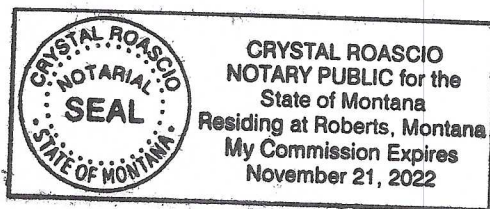
The original Mountain Meadows Property Owners Association Declaration of Covenants, Conditions Restrictions and Easements (the "Declaration") was recorded as Document No. 375975 at the Carbon County Clerk and Recorder's Office on February 1, 2019.

Exhibit B to the Declaration erroneously included certain tract properties not subject to the Declaration.

Corrective Exhibit B attached hereto sets forth the properties that are subject to the Declaration.

FURTHER YOUR AFFIANT SAYETH NAUGHT

DATED this 21st day of August, 2019.



Kelly Dehio

Name: Kelly Dehio

Title: Secretary

SUBSCRIBED AND SWORN to before me this 21st day of August, 2019, by
Kelly Dehio, duly authorized Secretary of the Mountain Meadows
Property Owners Association, Inc., on behalf of the corporation.

Cyril DeBoer

CORRECTIVE EXHIBIT B

**PROPERTY INCLUDED IN FILING OF
MOUNTAIN MEADOWS PROPERTY OWNERS ASSOCIATION, INC.**

CREEKSIDE ESTATES PROPERTIES

7A, 7B, 7C, 7D, 7E, 8A, 8B, 8C, 8D, 8E, 14A, 14B, 15A, 15B, 15C, 17A, 17B, 17C, 17D, 18A, 18B, 18C, 18D, 18E.

**MEADOWWOOD AT REMINGTON RANCH, AKA MEADOWOOD SUBDIVISION,
AKA MEADOWOOD PROPERTY LIST**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51

WILLOW CREEK CROSSING SUBDIVISION

Lot 25A, 25B, 25C