

RESTRICTIVE COVENANTS
OF ROSS CREEK SUBDIVISION

The following terms, covenants and restrictions shall each and all be covenants running with the land and shall be binding upon the grantors and the grantees and their respective heirs, personal representatives, successors and assigns, and upon all subsequent owners of the real property hereinafter described; and the terms, covenants and restrictions herein contained shall be enforceable by the grantors or the grantees or by any person or persons who shall hereafter own any interest in any part or parcel in the following described real property:

1. Real Property.

The property as to which the terms, covenants and restrictions herein contained apply is the Ross Creek Subdivision situate in the East Half (E $\frac{1}{2}$) and the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 34, and the West Half of the West Half (W $\frac{1}{2}$ W $\frac{1}{2}$) of Section 35, Township One North, Range Five East, M.P.M., according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Gallatin County, Montana.

2. Use for Residences Only, and Size Thereof.

Single family dwelling units. All lots and tracts designated in the plat of Ross Creek Subdivision shall be used for single family residences only. Any single family residence constructed shall have at least 1,100 square feet of finished floor space, exclusive of garages, carports, porches, decks and any other additions thereto. In addition to the dwelling, there may be a maximum of three outbuildings per tract, which said buildings must be constructed and maintained in an attractive manner. No metal buildings or metal covered buildings may be erected. The storage of supplies, equipment, machinery, including boats, trailers, snowmobiles,

motorcycles, etc., and the disposition of all garbage and trash must be in buildings, structures or receptacles specifically built for that purpose.

No structure of a temporary character, including but not limited to trailers, mobile homes, basements, tents, shacks, garages or other buildings shall be used upon the property at any time as a residence. No mobile home may be brought upon these lands at any time for any purpose.

No old buildings, whether intended for use in whole or in part as a main residential structure, or for use as a garage or other outbuilding shall be moved upon these lands in said subdivision at any time.

3. Commercial Operations.

There shall be no use of the real property or any building constructed thereon for commercial or business uses, except that farming may be continued on unsold portions of said subdivision.

4. Livestock.

No more than four (4) horses may be kept on any tract in the Ross Creek Subdivision, and in addition to the horses, each tract owner may keep on each tract up to ten (10) sheep, five (5) cattle and fifty (50) fowl for noncommercial purposes.

5. Fencing.

Each tract owner shall be responsible for the erection and maintenance on the boundary of his or her respective tracts of a legal fence in accordance with the statutes of the state of Montana.

6. Nuisances, Offensive Activities Forbidden.

No noxious or offensive or illegal activities shall be carried on upon the property or any tract thereof, nor shall anything be done which may be declared or become a nuisance in the area. All lands must be kept free of noxious weeds and pests.

7. Enforcement of Covenants.

Violation of any covenant or restriction may be restrained by any court of competent jurisdiction and for a violation or a breach of any of these restrictions any person, the developers, their heirs, successors and assigns, and the estate owners, or any of them jointly and severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure promptly to enforce any of the restrictions shall not bar their enforcement. The invalidation of any one or more of the restrictions, reservations or covenants by a court of competent jurisdiction in no wise shall affect any of the other restrictions but shall remain in full force and effect.

8. Amendment and Duration.

Any provisions herein may be amended or revoked, and additional provisions added, at any time by written instrument duly signed and acknowledged by the owners of record of not less than 60% of the tracts in said Ross Creek Subdivision. These covenants shall, unless amended, extend and be binding and enforceable for 20 years from the date hereof.

9. Exception.

The within and foregoing covenants shall not apply to the use or be binding upon the owners of Lot 12 of the Ross Creek Subdivision in the West Half of the East Half (W $\frac{1}{2}$ E $\frac{1}{2}$) of Sec. 34, Twp. 1 N, Range 5 East, M.P.M.

10. Incorporation by reference.

In any conveyance of the property or any tract or portion thereof, it shall be sufficient to insert a provision in any deed to the effect that the property is subject to the restrictions and covenants herein set forth whether or not there is a reference to the same in the deed or conveyance.

Dated this 23rd day of May, 1973.

MONTANA NATIONAL BANK OF BOZEMAN,
Trustee

By James P. McGuire
Asst. Trust Officer

ATTEST:

Dean Boyce
Cashier

Eugene Graf, Jr.
EUGENE GRAF, JR.

Genevieve S. Graf
GENEVIEVE S. GRAF

STATE OF MONTANA)
County of Gallatin)

On this 23 day of May, 1973, before me the undersigned,
a Notary Public for the state of Montana, personally appeared James
P. McGuire and Dean Boyce, known to me to be the Trust Officer and
Cashier of the corporation that executed the within instrument and
acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my Official Seal the day and year in this certificate first above
written.

Kent R. Robison
Notary Public for the state of Montana
Residing at Bozeman, Montana
My Commission expires 8/20/78

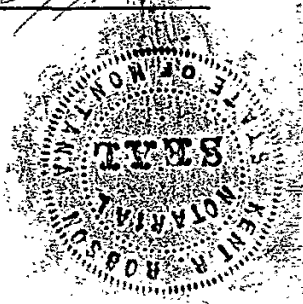


STATE OF MONTANA)
County of Gallatin)

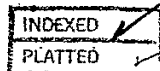
On this 23 day of May, 1973, before me a Notary Public in and for the state of Montana, personally appeared Eugene Graf, Jr., and Genevieve S. Graf, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

Kent R. Robson
Notary Public for the state of Montana
Residing at Bozeman, Montana
My commission expires 8/20/74



3306



State of Mont., County of Gallatin. ss Filed for record May 23, 1973
at 3:00 P.M., and recorded in Book 19 of Miscellaneous page 481
Carl L. Stucky Recorder. By Alta M. Whitteman Deputy
Rt. Eugene Graff, Jr.
Box 906
Fee: \$10.00 Pd

Rt: John A. Peterson
Route 1, Box 189, Belgrade
\$10.00 pd

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FILM 41 MCE 2096

45207

State of Mont., County of Gallatin, as Filed for record January 25, 1978
at 9:30 A. M. and recorded in Book 41 of MISCELLANEOUS page 2096
Carl L. Stucky Recorder. By Timothy A. Bridges Deputy

AFFIDAVIT

Glenn E. Stucky and John A. Peterson, Acting Co-Chairmen of Committee representing the owners of tracts in Ross Creek Subdivision, as recorded in Gallatin County records, do here certify that the signatures on the two pages accompanying Amendment dated December 27, 1977 to Restrictive Covenants covering Ross Creek Subdivision, are the bonafide personal signatures of the present legal owners or conditional legal owners of tracts in Ross Creek Subdivision.

We further certify that the signatures to the said Amendment dated December 27, 1977 to Restrictive Covenants constitute signature by the said owners of more than 60% of the tracts in Ross Creek Subdivision and therefore comply with the requirements of said Restrictive Covenants governing amending thereof.

Glenn E. Stucky
Glenn E. Stucky

John A. Peterson
John A. Peterson

Date 1-25 1978

State of Montana
County of Gallatin

On this 25th day of Jan 1978, before me, a Notary Public in and for the State of Montana, personally appeared Glenn E. Stucky and John A. Peterson, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Olivia A. Davis
Notary Public for the State of Montana

Residing at Bozeman, Mt.

My commission expires 2-1-1980



AMENDMENTS TO RESTRICTIVE COVENANTS
OF ROSS CREEK SUBDIVISION

On or about the 23rd day of May.

1973, restrictive covenants were filed in the Gallatin County Clerk and Recorder's Office, on Page 481, Book 19, said restrictive covenants being applied to the following described real property:

Ross Creek Subdivision situated in the East One-half (E $\frac{1}{2}$) and the North One-half (N $\frac{1}{2}$) of the Southwest One-quarter (SW $\frac{1}{4}$) of Section Thirty-four (34) and the West Half of the West Half (W $\frac{1}{2}$) of Section Thirty-five (35), Township One (1) North, Range Five (5) East, W.P.M., according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana.

The owners of record of not less than sixty per cent (60%) of the tracts in said Ross Creek Subdivision do hereby amend the restrictive covenants set forth in accordance with Section 3, Page 3, of the restrictive covenants as set forth and filed hereinabove in the following manner:

That Paragraph two (2) be amended by adding the following language: That subdivision of the tracts or lots in Ross Creek Subdivision shall be allowed only if the parcel created and the parcel remaining are at least five (5) acres in size. In the event an owner wishes to divide said property into tracts five (5) acres or more in size, then and in that event the residence placed on the five (5) acre parcel shall be placed as equidistant from the adjoining property lines of other tracts as possible and at least ^{50'}~~FIFTY~~ ~~one hundred~~ feet (~~100'~~) therefrom. Said subdivision to

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M.H.
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C.W.

AMENDMENTS TO RESTRICTIVE COVENANTS
OF ROSS CREEK SUBDIVISION

On or about the 23rd day of May,
1973, restrictive covenants were filed in the Gallatin
County Clerk and Recorder's Office, on Page 481, Book
19, said restrictive covenants being applied to the
following described real property:

Ross Creek Subdivision situated in the East
One-half (E½) and the North One-half (N½) of
the Southwest One-quarter (SW¼) of Section
Thirty-four (34) and the West Half of the
West Half (W½W½) of Section Thirty-five (35),
Township One (1) North, Range Five (5) East,
M.P.M., according to the official plat thereof
on file and of record in the office of the
County Clerk and Recorder of Gallatin County,
Montana.

The owners of record of not less than sixty per
cent (60%) of the tracts in said Ross Creek Subdivision do
hereby amend the restrictive covenants set forth in accordance
with Section 8, Page 3, of the restrictive covenants as set
forth and filed hereinabove in the following manner:

That Paragraph Two (2) be amended by adding the
following language: That subdivision of the tracts or lots
in Ross Creek Subdivision shall be allowed only if the parcel
created and the parcel remaining are at least five (5) acres
in size. In the event an owner wishes to divide said property
into tracts five (5) acres or more in size, then and in that
event the residence placed on the new five (5) acre parcel
shall be placed as equidistant from the adjoining property
lines of other tracts as possible and at least fifty feet
(50') therefrom. Said subdivision to

five acre tracts shall be approved and done in accordance with the laws of the State of Montana at such time as said subdivision is created.

It is understood and agreed between the parties hereto that all restrictive covenants previously recorded shall continue in full force and effect and the undersigned do hereby recognize the amendment of said covenants to run with the land from this day forward.

IN WITNESS WHEREOF, the undersigned have agreed to the amendment of the restrictive covenants of Ross Creek

TRACT NO.	Subdivision this 27th day of December, 1977.	
33	Kenneth E. Fillbach	Sharon Fillbach
46	Kenneth E. Fillbach	Sharon Fillbach
37	Louise Ballistero	Bathurina Ballistero
29	Walter Ogden	
4	W.D. Sullivan	Dean Sullivan
20	Deborah A. Shap	Deborah A. Shap
21	Deborah A. Shap	Deborah A. Shap
22	Deborah A. Shap	Deborah A. Shap
23	Deborah A. Shap	Deborah A. Shap
24	Deborah A. Shap	Deborah A. Shap
25	Deborah A. Shap	Deborah A. Shap
26	Deborah A. Shap	Deborah A. Shap
27	Deborah A. Shap	Deborah A. Shap
14	Deborah A. Shap	Deborah A. Shap
1	Deborah A. Shap	Deborah A. Shap
2	Deborah A. Shap	Deborah A. Shap
3	Deborah A. Shap	Deborah A. Shap
35	Deborah A. Shap	Deborah A. Shap
44	Deborah A. Shap	Deborah A. Shap
32	Mark Steiner	Casia Steiner

INSTRUMENT OF POOR
PHOTOGRAPHIC QUALITY

A F F I D A V I T

Beverly J. Heuck and Ann Stucky, Acting Co-Chairmen of Committee representing the owners of tracts in Ross Creek Subdivision, as recorded in Gallatin County records, do hereby certify that the signatures on the three pages accompanying Amendment dated May 4, 1993 to Restrictive Covenants covering Ross Creek Subdivision, are the bonafido personal signatures of the present legal owners or conditional legal owners of tracts in Ross Creek Subdivision. We further certify that the signatures to the said Covenants constitute signature by the said owners of more than sixty (60) percent of the tracts in Ross Creek Subdivision and therefore, comply with the requirements of said Restrictive Covenants governing amending thereof.

Beverly J. Heuck
Beverly J. Heuck

Ann Stucky
Ann Stucky

Date May 4, 1993

State of Montana
County of Gallatin

On this 7 day of May, 1993, before me, a Notary Public in and for the State of Montana, personally appeared Beverly J. Heuck and Ann Stucky, known to me to be the persons whose names are subscribed to the within instruments, and acknowledged to me that they executed the same.



Erikson
Notary Public for the State of Montana

Residing at Bozeman

My commission expires 1-1-1996

NOTARY PUBLIC for the State of Montana
Residing at Bozeman, Montana
My Commission Expires January 1, 1996

AMENDMENTS TO RESTRICTIVE COVENANTS
OF ROSS CREEK SUBDIVISION

FILM 131 PAGE 3609

On or about the 23rd day of May, 1973,
restrictive covenants were filed in the Gallatin County Clerk
and Recorder's Office, on Page 481, Book 19, said
restrictive covenants being applied to the following described
real property:

Ross Creek Subdivision situated in the East
One-half (E $\frac{1}{2}$) and the North One-half (N $\frac{1}{2}$) of the
Southwest One-quarter (SW $\frac{1}{4}$) of Section Thirty-four
(34) and the West Half of the West Half (W $\frac{1}{2}$ W $\frac{1}{2}$)
of Section Thirty-five (35), Township One (1)
North, Range Five (5) East, M.P.M., according
to the official plat thereof on file and of
record in the office of the County Clerk and
Recorder of Gallatin County, Montana.

INSTRUMENT OF POOR
PHOTOGRAPHIC QUALITY

The owners of record of not less than sixty per
cent (60%) of the tracts in said Ross Creek Subdivision do
hereby amend the restrictive covenants set forth in accordance
with Section 2, Page 1, Section 8, Page 3, and Section 9, Page 3,
of the restrictive covenants as set forth and filed hereinabove
in the following manner:

That Paragraph 2 Sentence 3 be amended by adding: Any
single family residence constructed, must be site built, shall
have at least 1,100 square feet of finished floor space, exclusive
of garages, carports, porches, decks and any other additions thereto.

That Paragraph eight (8) be amended by adding the
following language: Restrictive Covenants shall be extended,
binding and enforceable for twenty (20) years from date hereof.

That Paragraph 9. Exceptions. the following sentence
be added: Any variations from the Ross Creek Subdivision restrictive
covenants must be presented to and approved by not less than sixty
(60) percent of the owners of record of said tracts.

It is understood and agreed between the parties
hereto that all restrictive covenants previously recorded shall
continue in full force and effect and the undersigned do hereby
recognize the amendment of said covenants to run with the land
from this day forward.

IN WITNESS WHEREOF, the undersigned have agreed to
the amendment of the restrictive covenants of Ross Creek
Subdivision this 4th day of May, 1973.

TRACT NO.		
36 A	S Jane Winstead	5130 Clearview Rd.
29	Sharon Pyle	P.O. Box 88 Belpre, OH 51714
3	Leonard R. Keeler	4212 Stillerson Ln,
17A	Clark Mull	4442 Arnold Blvd.
30A	Joe Caddell	4455 E. Baseline Rd
33B	Joe L. Dugan	Baseline Clearview Rd
32A & 32B	Theresa Dugan	4630 CLEARVIEW RD
443	Steve L. Ernst	5393 Hamm Rd
45A	Sharon E. Stucky	5141 Hamm Rd
45A	Agnes Stucky	5141 Clearview Rd.
443	James Ernst	5393 Hamm Rd
28	James Ernst	4685 Clearview Rd.
4	Richard R. Blument	4200 Stinson Ln
4	Suzette J. French	4200 Stinson Lane
15	Mary L. Maroney	1120 W. Biberich #22
17B	Joe Ernst	P.O. Box 5034 Belpre
34B	Joe L. Dugan	4840 Clearview Rd
36b Christ	Jane Winstead	5090 Clearview Rd
31	Shelli Saunders	4545 E. Baseline Rd.
38A	St. Chilly	4800 Clearview Rd
24B.	St. Chilly	4975 CLEARVIEW RD.
23	Sharon Chinty	5075 CLEARVIEW RD
44	Tom H. Hymann	5323 Hamm Rd,
44	Linda Hymann	5323 Hamm Rd,
45B	Bill Hymann	5263 Hamm Rd
45B	Bill Hymann	5263 Hamm Rd
13	Joe Hymann	4186 Stinson
13	Joe Hymann	4186 Stinson
27A & 27B	Gary Nelson	7300 Spring Hill
21	Joe Hymann	7900 Spring Hill
14	Joe Hymann	7751 Spring Hill Rd

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TRACT NO.

48B

48A

John R. Gray

4655 Harmon Rd
4665 E. Baseline Rd.

263783

INDEXED *OK*

W. SHIMMENT OF PUOR PHOTOGRAPHIC QUALITY

State of Mont., County of Gallatin. ss Filed for record May 4, 1993
at 11:20 A.M., and recorded in Book 131 of MISCELLANEOUS page 3608
Shelley M. Cheney Recorder. By Carrie Brannan Deputy
Fee: 24.00 Pd
Rt: Beverly Heuck
4200 Stimson Lane
Belgrade, Mt 59714

ESTIMATE OF POOR
PHOTOGRAPHIC QUALITY

**DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR ROSS CREEK TRACT 28
AND BYLAWS FOR HOMEOWNERS ASSOCIATION**

THIS DECLARATION is made this 13th day of OCTOBER, 2004,
by the **Gouzene Family Trust**, hereinafter referred to as "Declarant";

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the following described property situated in Gallatin County, Montana:

THE LEGAL DESCRIPTION OF THE REAL PROPERTY
DESCRIBED ABOVE IS ATTACHED HERETO AS EXHIBIT
"A" AND BY THIS REFERENCE FULLY AND COMPLETELY
INCORPORATED HEREIN; and

WHEREAS, Declarant intends to develop, sell and convey the above-described real property, hereinafter referred to as "Amended Plat of Tract 28 of Ross Creek Subdivision"; and,

WHEREAS, Declarant desires to subject all of said real property, together with the lots contained therein, to the covenants, conditions, restrictions and reservations herein set forth and referred to as "Covenants"; and

WHEREAS, the property described above is presently covered and restricted by certain Covenants found and set forth in that document recorded at Film 19, Page 481, records of Gallatin County Clerk and Recorder, and the Amendments thereto recorded at Film 41, Page 2096 and Film 131, Page 3608, records of Gallatin County Clerk and Recorder; which documents are by this reference fully and completely incorporated herein; and

WHEREAS, it is the desire of the undersigned to supplement the Covenants previously placed upon the real property described above, as more fully set forth hereafter. It is intended that the covenants, conditions and restrictions contained and set forth in this document shall be more restrictive than those previously filed in the documents above referenced and, in the event of any conflict between the documents, the most restrictive Covenants shall apply.

NOW, THEREFORE, Declarant does hereby establish, dedicate, declare, publish, and impose upon the property the following Protective and Restrictive Covenants, which shall run with the land, and shall be binding upon and be for the benefit of all persons claiming such property, their grantors, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use, and development of the property. Such Covenants



shall apply to the entire property, and all improvements placed or erected thereon, unless otherwise specifically excepted herein. The Covenants shall inure to and pass with each and every parcel, tract, lot or division.

Said Covenants shall be as follows:

ARTICLE I

DEFINITIONS

Section 1. The term "Association" shall mean the Ross Creek Tract 28 Homeowner's Association, its successors and assigns. The Association may be incorporated as a Montana nonprofit corporation, with its members as the lot owners.

Section 2. The term "member" shall mean any owner or lot owner. Each member or owner agrees to abide and be bound by these Covenants, the Articles of Incorporation, and the Bylaws and the Resolutions of the Homeowners' Association, if any.

Section 3. The term "owner" or "lot owner" shall mean any person or entity owning a fee simple interest in a lot or a contract purchaser, whether one or more persons or entities, owning or purchasing a lot, but excluding those having a mortgage or an interest merely as security for the performance of an obligation; provided, however, that prior to the first conveyance of a lot for value, the term "owner" shall mean "Declarant" or its successors or assigns. The term "person" hereinafter shall include any person, persons or entities.

Section 4. The term "contract purchaser" shall mean a person buying a lot pursuant to a contract for deed, Montana Trust Indenture or mortgage.

Section 5. The terms "properties" and "lots" shall mean all of the real property herein described and subsequently surveyed and platted into lots as the Amended Plat of Tract 28 of Ross Creek Subdivision, according to the official plats thereof filed of record in the office of the Clerk and Recorder of Gallatin County, Montana. No lot may be further divided.

Section 6. The term "Directors" shall mean the Board of Directors of the Association, and shall consist of two lot owners, one from each lot, who shall be elected at the annual meeting by a unanimous vote of the members of the Association. The Board of Directors shall be elected for a term set by a unanimous vote of the membership, but not less than one year. Any vacancy in the Board of Directors occurring before the next annual meeting of the members shall be filled by the remaining Directors.

The Directors shall have the authority to act on behalf of the Association and its members as shall be reasonably necessary to carry out the purposes of the Association

and enforce these Covenants. The Directors shall act by unanimous vote. The officers of the Association shall follow the directions of the unanimous vote of the Directors.

Until all of the lots in the Amended Plat of Tract 28 of Ross Creek Subdivision have been sold to parties other than immediate family members of the Declarant, the Declarant shall have the right to appoint the Board of Directors, who shall not be required to be lot owners or members of the Association.

Section 7. The term "Declarant" shall mean and refer to the Gouzene Family Trust and its successors and assigns.

Section 8. Other definitions may be found throughout these covenants and those definitions are binding upon all owners. Any term not specifically defined shall be deemed to have a common and ordinary meaning.

ARTICLE II

ROSS CREEK TRACT 28 HOMEOWNERS' ASSOCIATION BYLAWS

Section 1. An association is hereby established known as "Ross Creek Tract 28 Homeowners Association" hereinafter referred to as the "Association". Said Association may be incorporated under a different name as may be approved by the Montana Secretary of State.

Section 2. Every owner or contract purchaser of a lot shall be a member of the Ross Creek Tract 28 Homeowners' Association. Membership shall be appurtenant to and may not be separate from the ownership of any lot. Each owner shall be responsible for advising the Association of their acquisition of ownership, of their mailing address, and of any changes of ownership or mailing address. The initial address of the Association shall be 4685 Clearview Road, Belgrade, MT 59714. The address of the Association may be changed by the Board of Directors upon notice to the owners.

Section 3. For the purpose of determining membership, at any meeting a person or entity shall be deemed to be a member upon the recording of a duly executed deed to that owner, or upon the recording of a Notice of Purchaser's Interest or an Abstract of Contract for Deed showing a contract purchase by an owner. The legal title retained by the vendor selling under contract shall not qualify such vendor for membership.

Foreclosure of a mortgage, trust indenture or the termination or foreclosure of a contract for deed wherein title is vested in the mortgage, beneficiary or original seller on a contract, or repossession for any reason of a lot or unit sold under a contract shall terminate the vendee's membership, whereupon all rights to such membership shall vest in the legal owner.

ARTICLE IV

COUNTY REQUIRED COVENANTS AND PROPERTY USE

COUNTY REQUIRED COVENANTS:

Any Covenants included in this Article as a condition of preliminary plat approval and required by the County Commission may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in these covenants and the governing body of Gallatin County.

Section 1. Structures

All structures shall be constructed in compliance with Montana State adopted codes for construction, including codes for Seismic Zone 3, and National Fire Protection Codes.

Section 2. Noxious Weeds

The control of noxious weeds by the homeowners association on those areas for which the Association is responsible and the control of noxious weeds by individual owners on their respective lots shall be as set forth and specified under the Montana Noxious Weed Control Act (7-22-2101 through 7-22-2153, MCA) and the rules and regulations of the Gallatin County Weed Control District.

Section 3. Driveway Access

All lots shall have only one driveway access. Each driveway access point must be at least seventy-five (75) feet from the nearest road intersection.

Section 4. The property owners association shall be responsible for the operation and maintenance of all interior subdivision roads.

Section 5. Neighboring Farming.

Property owners and residents of the subdivision are informed that adjacent uses may be agricultural. Property owners accept and are aware that standard agricultural and farming practices can result in smoke, dust, animal odors, flies, and machinery noise. Standard agricultural practices feature the use of heavy equipment, burning, chemical sprays, and the use of machinery early in the morning and sometimes late into the evening.

Section 6. Fire Protection.

All fire protection covenants as required by the Belgrade Rural Fire District.

ARTICLE V

TERM, ENFORCEMENT, APPLICABILITY AND CHANGE

Section 1. These Covenants shall be perpetual.

Section 2. 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 either be to restrain violation of these Covenants, to recover damages, or both.

Should any lawsuit or other legal proceeding be instituted by the Association or an owner against an owner alleged to have violated one or more of the provisions of these Covenants and should the Association or owner enforcing the provisions of the Covenants be wholly or partially successful in such proceedings, the offending owner shall be obligated to pay the costs of such proceeding, including reasonable attorney's fees for all time associated with the action.

Section 3. The failure of Declarant, the Association or an owner, to enforce any Covenant or restriction contained herein shall not be deemed a waiver or in any way prejudice the rights to later enforce that Covenant, or any other Covenant thereafter, or to collect damages for any subsequent breach of Covenants.

The waiver or approval of a variance of a Covenant provision by the Board of Directors, or non-action of the Association or Declarant in the event of a violation of a Covenant by a particular owner or lot, shall not be deemed to delete or waive the Covenant or enforcement thereof as it pertains to other owners or lots.

Section 4. Invalidation of any one of these Covenants by judgment or by Court order shall in no way affect any of the other Covenants or provisions, all of which shall remain in full force and effect.

Section 5. In any conveyance of the above described real property or of any lot thereon, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the property is subject to protective or restrictive Covenants without setting forth such restrictions and Covenants verbatim or in substance in said deed nor referring to the recording data. All of the above described real property and lots shall be subject to the restrictions and Covenants set forth herein, whether or not there is a specific reference to the same in a deed or conveyance.

Section 6. 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 lot or portion of the real property or any improvements thereon. However, the Covenants shall be binding upon and shall inure to the benefit of any subsequent owner whose title thereto was acquired by foreclosure, trustee sale or otherwise.

ARTICLE IV

COUNTY REQUIRED COVENANTS AND PROPERTY USE

COUNTY REQUIRED COVENANTS:

Any Covenants included in this Article as a condition of preliminary plat approval and required by the County Commission may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in these covenants and the governing body of Gallatin County.

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Section 3. Driveway Access

All lots shall have only one driveway access. Each driveway access point must be at least seventy-five (75) feet from the nearest road intersection.

Section 4. The property owners association shall be responsible for the operation and maintenance of all interior subdivision roads.

Section 5. Neighboring Farming.

Property owners and residents of the subdivision are informed that adjacent uses may be agricultural. Property owners accept and are aware that standard agricultural and farming practices can result in smoke, dust, animal odors, flies, and machinery noise. Standard agricultural practices feature the use of heavy equipment, burning, chemical sprays, and the use of machinery early in the morning and sometimes late into the evening.



Section 6. Fire Protection.

R-3 occupancies, as defined by the Uniform Fire Code, shall be protected by automatic fire sprinkler systems meeting the requirements of NFPA 13D. Exposures must be no closer than fifty feet (50') from the residence. A stamped set of engineered sprinkler system plans shall be provided to the Belgrade Rural Fire District for review and approval. Inspections by the Belgrade Rural Fire District shall be scheduled, with 48 hours notice, during construction and after completion of the fire sprinkler system.

ARTICLE V

TERM, ENFORCEMENT, APPLICABILITY AND CHANGE

Section 1. These Covenants shall be perpetual.

Section 2. 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 either be to restrain violation of these Covenants, to recover damages, or both.

Should any lawsuit or other legal proceeding be instituted by the Association or an owner against an owner alleged to have violated one or more of the provisions of these Covenants and should the Association or owner enforcing the provisions of the Covenants be wholly or partially successful in such proceedings, the offending owner shall be obligated to pay the costs of such proceeding, including reasonable attorney's fees for all time associated with the action.

Section 3. The failure of Declarant, the Association or an owner, to enforce any Covenant or restriction contained herein shall not be deemed a waiver or in any way prejudice the rights to later enforce that Covenant, or any other Covenant thereafter, or to collect damages for any subsequent breach of Covenants.

The waiver or approval of a variance of a Covenant provision by the Board of Directors, or non-action of the Association or Declarant in the event of a violation of a Covenant by a particular owner or lot, shall not be deemed to delete or waive the Covenant or enforcement thereof as it pertains to other owners or lots.

Section 4. Invalidation of any one of these Covenants by judgment or by Court order shall in no way affect any of the other Covenants or provisions, all of which shall remain in full force and effect.

Section 5. In any conveyance of the above described real property or of any lot thereon, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the property is subject to protective or restrictive Covenants without setting forth such restrictions and Covenants verbatim or in substance in said deed nor referring to

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

Section 6. 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 lot or portion of the real property or any improvements thereon. However, the Covenants shall be binding upon and shall inure to the benefit of any subsequent owner whose title thereto was acquired by foreclosure, trustee sale or otherwise.

Section 7. The provisions of these Covenants may be changed or amended or additional Covenants added, in whole or in part, by the Declarant or the Association upon approval of unanimous vote of the Homeowners' Association at a meeting duly noticed and called for this purpose; provided that, the easements for roads, utilities and common areas shall not be changed without the unanimous consent of all of the owners affected by the change. Any covenant required as a condition of preliminary plat approval and required by the County Commissioner shall not be amended or revoked without the mutual consent of the owners, in accordance with the amendment procedures in the covenants, and the County Commission.

Section 8. The Ross Creek Tract 28 Owners' Association may dissolved by a unanimous vote of the Board of Directors and the mutual consent of the governing body of Gallatin County at any time after the filing of these covenants with the Gallatin County Clerk and Recorder. Evidence of said dissolution shall be filed with the Gallatin Count Clerk and Recorder.

The President or Vice-President shall execute and record amendments, changes, or additions with the Clerk and Recorder of Gallatin County, Montana.

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



EXHIBIT "A"
TO
DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR THE AMENDED PLAT OF TRACT 28 OF ROSS CREEK
SUBDIVISION

A tract of land being Tract 28 of Ross Creek Subdivision as filed with the Gallatin County Clerk and Recorder, excepting therefrom the tract of land described in Film 104, Pages 4478-4480, Records of Gallatin County, located in the southeast quarter of Section 34, Township 1 North, Range 5 East, P.M.M., Gallatin County, Montana, being more particularly described as follows:

Beginning at the southwest corner of Tract 27B of Ross Creek Subdivision, said point also being on the east right-of-way line of Springhill Road; thence along the south line of said Tract 27B and along the south line of Tract 27A of said Subdivision N89°53'55"E a distance of 1208.38 feet to the southeast corner of said Tract 27A, said point also being on the west line of Tract 32A of said Subdivision; thence along the west line of said Tract 32A S00°14'10"E a distance of 399.83 feet to the northeast corner of Tract 30B of said Subdivision; thence along the north line of said Tract 30B and along the north line of Tract 30A of said Subdivision S89°54'25"W a distance of 1209.78 feet to a point on the east right-of-way line of Springhill Road; thence along said right-of-way line N00°02'11"W a distance of 399.75 feet to the Point of Beginning. Said tract of land contains 11.10 acres, more or less, along with and subject to all existing easements of record, unrecorded, or apparent on the ground.



Return recorded document to:
Marcia Jarrett
5589 Hamm Road
Belgrade, MT 59714

2446393

Page: 1 of 6 04/15/2013 01:25:09 PM Fee: \$42.00
Charlotte Mills - Gallatin County, MT MISC

AFFIDAVIT

Brent Walker and Marcia Jarrett, Acting Co-Chairmen of Committee representing the owners of tracts in Ross Creek Subdivision, as recorded in Gallatin County records, do hereby certify that the signatures on the 6 pages accompanying the Amendments, dated April 12, 2013 to Restrictive Covenants covering Ross Creek Subdivision, are the bonafide personal signatures of the present legal owners or conditional legal owners of tracts in Ross Creek Subdivision.

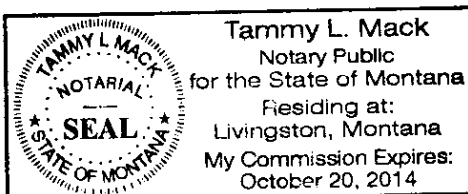
We further certify that the signatures to the said Covenants constitute signature by the said owners of more than sixty (60) percent of the tracts in Ross Creek Subdivision and therefore, comply with the requirements of said Restrictive Covenants governing amending thereof.

Brent Walker
Name

Marcia R. Jarrett
Name

State of Montana
County of Gallatin

On this 12th day of April 2013, before me, a Notary Public in and for the State of Montana, personally appeared Brent Walker and Marcia Jarrett, known to me to be the persons whose names are subscribed to the within instruments, and acknowledged to me that they executed the same.



Tammy L. Mack
Notary Public for the State of Montana
Residing at Livingston, MT

Return recorded document to:
Marcia Jarrett
5589 Hamm Road
Belgrade, MT 59714

AMENDMENTS TO RESTRICTIVE COVENANTS
OF ROSS CREEK SUBDIVISION

It is the intent of these covenants and amendments to maintain the peaceful, rural character of Ross Creek Subdivision that caused each of us to originally purchase our property. We intend by these covenants and amendments to maintain single family residences, each with a minimum of 5-acre lots. Compliance with the covenants and amendments will ensure our rural character for all subdivision residents.

On or about the 23rd day of May, 1973, restrictive covenants were filed in the Gallatin County Clerk and Recorder's Office, on Page 481, Book 19, said restrictive covenants being applied to the following described real property:

Ross Creek Subdivision situated in the East One-half (E½) and the North One-half (N½) of the Southwest One-quarter (SW¼) of Section Thirty-four (34) and the West Half of the West Half (W½W½) of Section Thirty-five (35), Township One (1) North, Range Five (5) East, M.P.M., according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana.

The owners of record of not less than sixty per cent (60%) of the tracts in said Ross Creek Subdivision do hereby amend the restrictive covenants set forth in accordance with Section 2, Page 1, and Section 8, Page 3, of the restrictive covenants as set forth and filed herein above in the following manner:

That Paragraph two (2) be amended by deleting sentence four (4): No metal buildings or metal covered buildings may be erected.

That Paragraph eight (8) be amended by adding the following language: Restrictive Covenants shall be extended, binding and enforceable for twenty (20) years from date hereof.

It is understood and agreed between the parties hereto that all restrictive covenants previously recorded shall continue in full force and effect and the undersigned do hereby recognize the amendment of said covenants to run with the land from this day forward.

AMENDMENTS TO RESTRICTIVE COVENANTS
OF ROSS CREEK SUBDIVISION

IN WITNESS WHEREOF, the undersigned have agreed to the amendment of the restrictive covenants of Ross Creek Subdivision this 12th day of April, 2013

Tract No.	Name	Street Address
34B	But: Connie Walker	4840 Clearview Rd.
25	Scott: Diane Patten	4895 Clearview Rd.
34A	Sam + Marsha Ferriero	4890 Clearview Rd
35A	Sam & Cheryl Clark	5058 Clearview Rd
33	Tana + Conrad Krabaker	5075 Clearview Rd
36A	Brennan: Bob Lollis	5130 Clearview Rd
38B	J + Arlette Denney	5320 Clearview Rd
20C	James R. Baerman	5303 Clearview Rd.
38A	Butch & Debbie Hood	5350 Clearview Rd
24B	Cal AP-1	4975 Clearview Rd.
33A	Wanda Joe Jernigan	4800 Clearview Rd
33B	Cara Pincham	4760 Clearview Rd.
28	David + Kasey Smith	4685 Clearview Rd
26	Kate + Bill Baker	4837 Clearview Rd.
32A	Robert + Joanne	4700 Clearview Rd
21B	Jim + Mary	4253 Clearview Rd
32B	John	4230 Clearview Rd.
29A, 31A + B		4343 East Baseline Rd.

Tract No.	Name	Street Address
26A	Cynthia E. Haerdtle	7400 Springhill Road
24A	Gail M. Tremont	7500 Springhill Rd.
24A	Betty Fremont	7500 Springhill Rd
20-B1	L.W. Kolstad	7900
Lot 1	Debra J. Jensen	8088 Springhill Rd.
23A	C.R. Hansen	7520 SPRINGHILL RD.
23A	Janice M. Hanna	7520 Springhill Rd
28A	Susan D. Hve	7200 Springhill Rd
27A-B	Greg G. Olson	7300 Springhill Rd
29B	Rick M. Bradish	7100 SPRINGHILL RD
29B	Dennis A. Bradish	7100 Springhill Rd.
25A	Daniel Kunk	7450 SPRINGHILL RD.
46B	Marty Seidler	5035 Hamm Rd.

AMENDMENTS TO RESTRICTIVE COVENANTS
OF ROSS CREEK SUBDIVISION

IN WITNESS WHEREOF, the undersigned have agreed to the amendment of the restrictive covenants of Ross Creek Subdivision this 12th day of April, 20123

Tract No.	Name	Street Address
41+16B	Marcia R Garrett	5589 Hamm Road
41+16B	Jan H Garrett	5589 Hamm Road
42	Marcia R Garrett	5589 Hamm Road
42	Jan H Garrett	5589 Hamm Road
44	Tom H. Heinon	5323 Hamm Rd.
44	Synda Herwin	5323 Hamm Rd
5, 6, 7, 8, 9 10+11	Don Pecos	5296 Hamm Rd
46A	Casper Chancellor	5101 "
45A	Steve Stucky	5141 " Hamm Rd.
16A	David J. Junt	74 E Fieldview Circle Bozeman, MT
45B	Patricia King	5263 HAMM RD
47B	Gabriel K. Kocher	4949 HAMM 223.7477
12	Paul K. Blasberg	8509 Sydes Canyon Rd Bozeman MT 59715
12	Paul K. Blasberg	8509 Sydes Canyon Rd " "
30A	David Junt	4455 East Baseline
48B	Dan Halliday	4855 Hamm
2	Steve	101 Wildfire Trail, Bozeman 59718