

J-8085 489988

COVENANTS

JETTE MEADOWS LANDOWNERS ASSOCIATION
JETTE MEADOWS PHASE I
JETTE MEADOWS PHASE II

TO

PUBLIC, TO THE

STATE OF MONTANA }
County of Park } SS
Filed on the 11 day of June
A.D. 2008 at 4:00 P.M.
RUTH E. HODGES
County Clerk and Recorder
By [Signature]
[Signature] Deputy
FEE \$ 500

489988

ORIGINAL

JETTE MEADOWS LANDOWNERS ASSOCIATION
DECLARATION OF PROTECTIVE COVENANTS
JETTE MEADOWS PHASE I
JETTE MEADOWS PHASE II

AMENDED AND APPROVED JUNE 1, 2008

**JETTE MEADOWS LANDOWNERS ASSOCIATION
AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS**

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

RECITALS

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

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

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

WHEREAS, this amended and restated Declaration of Protective Covenants will constitute the Declaration of Protective Covenants as it applies to the Jette Meadows Landowners Association and that real property described above. In its entirety, this amended and restated Declaration of Protective Covenants is meant to replace in its entirety those Declaration of Protective Covenants initially filed with Lake County on December 3rd, 1979, Microfiche No. 252010 and subsequent amendments filed July 17, 1980, at Microfiche No. 255927 and Amended and Restated Declaration of Protective Covenants filed April 8, 1981, at Microfiche No. 260786 and Amended and Restated Declaration of Protective Covenants filed September 30, 1994, at Microfiche No. 360724, and Amended and Restated Declaration of Protective Covenants filed February 10, 1997, at Microfiche No. 379881 and Amended and Restated Declaration of Protective Covenants filed April 22, 1997, at Microfiche No. 381270, and Amended and Restated Declaration of Protective Covenants filed October 4, 2002, at Microfiche No. 429025.

**ARTICLE I.
DEFINITIONS**

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

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

limitation, estates in fee, estates for a term of years or easements.

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

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

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

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

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

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

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

**ARTICLE II.
PROPERTY RIGHTS**

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

- a. The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area;
- b. The right of the Association to establish rules and regulations for use of any and all common facilities and open spaces which shall include but not be limited to the following:
 - 1. Camping on the Common Area shall be prohibited.
 - 2. Open fires on or in and around the Common Area shall be prohibited; provided, however, that propane stoves and barbecue grills may be permitted if they are closely monitored at all times when in use.

3. Use of the Common Area for large gatherings (20 or more persons) shall require prior written approval of the Board of Directors of the Association. Owners shall be responsible for themselves and their guests with respect to their use and clean-up of the Common Area.
 4. No motorized vehicles shall be used within the Common Area, including but not limited to motorcycles, snowmobiles, and all-terrain vehicles; provided, however, that the use of motorized equipment within the Common Area shall be permitted for maintenance purposes with the approval of the Board.
- c. The right of the Association to suspend services provided by the Association or use of facilities of the Association by an Owner for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed 60 days for an infraction of its published rules and regulations;
 - d. The right of the Association to suspend the voting rights and right to the use of the common facilities by an Owner for any period during which any assessment against his Lot remains unpaid; for any period during which an Owner is in violation of this Declaration as determined in the sole discretion of the Board of Directors of the Association; and for a period not to exceed (60) days for any infraction of its published rules and regulations;
 - e. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members; no such dedication or transfer shall be effective unless an instrument signed by sixty-six percent (66%) of all Owners agreeing to such dedication or transfer has been recorded.

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

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

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

**ARTICLE III.
MEMBERSHIP AND VOTING RIGHTS**

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

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

**ARTICLE IV.
WATER SYSTEM**

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

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

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

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

**ARTICLE V.
MAINTENANCE ASSESSMENTS**

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

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

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

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

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

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

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

SECTION 7. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 AND 6. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 6 of this Article V shall be sent to all Members not less

than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of one-half (1/2) of all Members entitled to vote, either in person or by proxy, shall constitute a quorum. The meeting may be adjourned at any time or from time to time, whether or not a quorum is present, for a period of time not to exceed sixty (60) days from the date set for the original meeting.

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

SECTION 9. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot and improvements thereon. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

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

ARTICLE VI. ARCHITECTURAL CONTROL

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

SECTION 2. THE DESIGN REVIEW COMMITTEE. The Design Review

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

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

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

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

**ARTICLE VII.
PROCEDURES FOR IMPROVEMENTS**

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

1. A Lot Plan shall be submitted to the Design and Review Committee, which

provides all of the information required in the Design and Review Committee's Rules and Regulations, and accurately indicating the outline and location of the proposed structure, road or other boundaries. Stakes or lathe delineating the location of the improvements shall be placed in the ground on the Lot for the Committee to observe. All driveways and structures must be at least twenty (20) feet from the Lot lines or boundaries, except driveways on Lots adjoining cul-de-sacs and/or where variances have been granted by the adjoining landowners and approved by the Design Review Committee. Lots adjacent to U. S. Highway 93 have a minimum setback of one hundred feet (100) from the property line next to the Highway.

2. A complete set of elevations, as well as a foundation and floor plan showing the size and outline of the proposed structure, shall be submitted to the Design and Review Committee if a structure is proposed to be built on the Lot. No structure, improvement or alteration shall exceed twenty (20) feet in height measured from the average level of finished grade without the unanimous approval of the Design Review Committee.
3. The initial structure on any Lot shall be the primary residential structure. The initial construction on any lot must include at least a single car garage in addition to the residence. The garage may be either attached or unattached to the residence.
4. Appropriate local and state plumbing code approving backflow restrictor faucets will be required on all outside water access points and their location shall be indicated on the plans.
5. All required Design and Review paperwork shall be completed and approved before commencement of construction and/or improvements.

ARTICLE VIII. MINIMUM BUILDING AND USE RESTRICTIONS

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

1. With exception of the Common Area, none of the Lots in the subdivision may be used or improved for other than private residential purposes and no more than one single family dwelling shall be erected, placed or maintained on any lots.
2. The initial structure on any Lot shall be primary residential structure. The initial construction on any lot must include at least a single car garage in addition to the residence. The garage may be either attached or unattached to the residence.
3. All construction shall comply with all applicable local and state building, plumbing and electrical codes.

4. Residential structures will be allowed as single family dwellings constructed on individual Lots provided they meet the following criteria:
 - a. That the residential structure is site constructed on a permanent foundation.
 - b. That the residential structure contain at least twelve hundred (1200) square feet of living apace on the main floor.
 - c. That the residential structure is connected to the Association's water system.
 - d. That the residential structure qualifies for permanent Farmers Home Administration or Veterans Administration home financing.
 - e. That the residential structure complies with all local and state plumbing, building and electrical codes and specifications for conventional structures.
 - f. That the residential structure is found to be harmonious with the Subdivisions' other dwellings as approved by the Design and Review Committee.
 - g. That the residential structure meets the other requirements of these restrictive Covenants of this Declaration.
5. No building, structure, alteration or improvement shall exceed twenty (20) feet in height as measured from the average level of the finished grade without first securing unanimous approval of the Design Review Committee.
6. Plans for improvements on each residential lot shall provide for off-street parking.
7. No residential structure shall be occupied until the exterior is completed and painted. stained or treated with finish, the water supply and septic system connected and completed, and written approval of the local health authority obtained.
8. All structures are to be painted or stained in earth-tone colors or left in natural wood as defined by the Design Review Committee. Any brick or rock is permitted.
9. Roofs must blend in with the surroundings and are subject to approval or disapproval by the Board on the recommendation of the Design and Review Committee. Reflective. Unpainted metal roofing or siding will not be approved.
10. All wood burning fireplaces and stoves, whether located indoors or outdoors,

must be equipped with chimney spark arresters that meet the United States Forest Service Specifications.

11. Outside illumination equipment or fixtures shall not be constructed unless attached to the main residential structure or garage, or unless attached to a pole not to exceed eight (8) feet in height, which pole shall conform with the general architectural plan of the residence. Mercury, halogen or similar lamps shall be hooded or silvered so that the glare from any such lamp does not go beyond the Owner's property line. Any connection between the residence or garage and any other outside illuminations, if such illuminations are not attached to such residence or garage, shall be underground. All outside wiring shall be subterranean. Television, radio, satellite dishes and other antennas located upon any Lot shall be of such a color and located so as to be inconspicuous.
12. Fences must be well constructed, neat in appearance and have approval of the Design Review Committee unless they are standard legal stock fences.
13. No old building or old houses of any type may be moved onto the described property.
14. No residential Lot shall be further subdivided in any manner.
15. No Lot shall be eliminated without the approval of the Board of Directors and all dues, fees and assessments associated with the eliminated Lot shall be prorated among the Owners and/or New Owners in accordance with their ownership interests.
16. If two or more lots are combined by legal title into one lot as provided in Article VII, Section 1, Paragraph 15 above they may not be subdivided again in any manner at any future time. The owner(s) of the lot formed by combining two or more lots will be entitled to only one vote for the combination.

SECTION 2. USE RESTRICTIONS

1. No Lot in the subdivision or any building or improvement erected thereon shall at any time be used for the purpose of any trade, profession, manufacturing or business of any description. A small business confined entirely within the exterior walls of a primary residence or garage will be permitted only with prior written approval from the Board. Traffic, pollution, noise, or other disturbance created by any business, sufficient to create a hazard, nuisance and /or lower property values, will be cause to terminate such privilege.
2. No trash, debris, organic or inorganic wastes shall be permitted to accumulate on any Lot or in any Street adjacent thereto, but shall be promptly and efficiently disposed of, and no vacant or other Lot be used as a dump ground or burial pit.
3. No structure of a temporary character, including but not limited to trailers, mobile homes, set together or expanding trailer houses or basement, tent, shack, bam or outbuilding, other than as above described, shall be constructed, placed or used on any lot at any time

as a residence or otherwise.

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

- 14 Individual diseased or insect-infested trees must be immediately treated using proper silvicultural methods necessary to maintain the health of the forest, or be cut and removed/slashed, as recommended in writing by the State Forester of the Montana Department of State Lands or the Forest Service, and as directed and approved by the Design Review Committee.
15. No precommercial or commercial tree cutting is permitted unless it is in conjunction with a thinning operation designed to improve stand health or reduce fire hazard.
 - a. Precommercial Thinning. Live trees less than eight (8) inches in diameter at breast height, i.e., four and one-half (4-1/2) feet above ground level may be spaced to improve stand health and vigor without approval of the Design Review Committee. All slash must be lopped to within one (1) foot of the ground level or piled and burned within one year of thinning.
 - b. Commercial Thinning" Live trees greater than eight (8) inches in diameter at breast height, i.e., four and one half (4-1/2) feet above ground level, may not be cut unless they are marked with paint above and below stump height and ground inspection is received as well as written approval from the Design Review Committee. No harvest method other than the individual tree selection system is permitted. As a general rule, commercial trees may only be cut to provide crown release and sunlight to adjacent reserve trees. Applicable State of Montana permits for logging and slash disposal must be secured by the Owner in advance of any cutting, and furnished to the Design Review Committee prior to their approval.

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

16. Other Cutting: Individual diseased, insect infested, deformed or dead trees may be cut and removed/slashed at any time by the Owner without approval of the Board.
17. Grass Seeding: All areas with mineral soil exposed as a result of logging must be seeded with a forest grass mixture within one year of disturbance.
18. All Lot Owners shall maintain noxious weed control on their Lot. If attempts at control

are not made, the Board of Directors will have the Lot sprayed, and the costs will be the responsibility of the Owner of the sprayed Lot. Payment will be due in thirty (30) days upon receipt of bill. Unpaid bills will be subject to the same collection rules as "Annual Assessments." No liability is stated as in Article VI, Section 2.

ARTICLE IX. GENERAL PROVISIONS

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

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

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

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

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

SECTION 6. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for twenty-five (25) years after adoption of these covenants and restrictions, after which time such covenants and restrictions shall automatically be extended for successive ten (10) year periods, unless an instrument is recorded, signed by the Owners of sixty-six percent (66%) of the Lots (and entitled to vote) within this subdivision, agreeing to revoke or amend said covenants and restrictions in whole or in part. This Declaration may be amended by an instrument signed by not less than sixty-six percent (66%) of the Owners entitled to vote; provided, however, that Article VIII (Minimum Building and Use Restrictions), Section 1, Paragraph 1 and Section 1, Paragraph 14 hereof shall not be amended without the approval of the Board of County Commissioners of Lake County, Montana. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned for the declarants listed on Attachment I hereof has executed this Declaration this 11th day of June, 2008.

Sam T. Marshall
Sam T. Marshall, President
Association for Declarants named
on Attachment I hereto

STATE OF MONTANA)
COUNTY OF LAKE)

On this 11th of June, 2008, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Sam Marshall, known to me to be the person who executed the foregoing instrument and acknowledges to me that he executed such document and in the capacity indicated therein.

Barbara Marshall
Notary Public for the State of Montana
Residing at: Polson, MT
My Commission expires 6-10-10

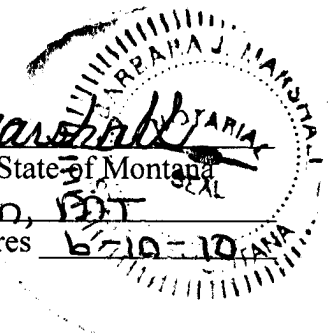


EXHIBIT "A"
 JETTE MEADOWS PHASE I

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

Beginning at the corner common to Sections 18 and 19, Township 23 North, Range 20 West, and Sections 13 and 24, Township 23 North, Range 21 West, P.M.M.; thence along the line common to Section 19 and 24, S.00o 00'19" W., 1324.12 feet to the north one- sixteenth (N. 1/16) comer common to sections 19 and 24; thence leaving said section line, S.89° 55'21" E., 1289.96 feet to the northwest one-sixteenth (NW 1/16) comer of Section 19; thence, S.00o 12'04" E., 1223.30 feet to the center-west one-sixteenth (C-W 1/16) comer of Section 19; thence S.00013'45" E., 1333.63 feet to the southwest one-sixteenth (SW 1/16) comer of Section 19; thence, S.89° 50'05" E., 1321.14 feet to the center-south one-sixteenth (C-S 1/16) comer of Section 19; thence along the north-south midsection line of Section 19, S.00o 09'21 "E., 849.48 feet; thence, N.89° 42'34"W., 1320.08 feet to the easterly boundary of Certificate of Survey Number 2659; thence the following seven (7) courses along the easterly and northerly boundary of said Certificate of Survey Number 2659: N.00o13' 45" W., 286.96 feet; N.55~4'33" W., 280.46 feet; N. 5ZJ44'48" W., 832.68 feet; N.5S001 '40" W., 178.78 feet; N.66°17'16" W., 198.44 feet; N.7~52'42" W., 139.40 feet; and N.8~10'06" W., 274.19 feet to the easterly right-of-way of U. S. Highway Number 93; thence the following nine (9) courses along said highway right-of-way: N.37°58'21" W., 1090.95 feet; 193.39 feet on a tangent to the right of radius 5630.00 feet: N.89°57'22" W., 24.71 feet; 657.10 feet on a non-tangent curve to the right of radius 5650.00 feet and radial bearing N. 54°08'36" E., N.60°48'24" E., 10.00 feet; 688.15 feet on a non-tangent curve to the right of radius 5640.00 feet and radial bearing N. 60°48'24" E.; S. 67°47'51" W.; 10.00 feet; 1299.29 feet on a non-tangent curve to the right of radial bearing N.67°47'51" W.; and, N. 09°01'36" W., 1506.94 feet; thence leaving said highway right-of-way, S.88°49'45" E., 137.80 feet; thence 50.00 feet on a non-tangent curve to the left of radius 870.91 feet and radial bearing, N.54°52'43" E., thence, S.38°24'39" E., 151.16 feet; thence, N.51°35'21" E., 336.07 feet; thence, S.70°20'46" E, 371.65 feet; thence, S.41~1'01" E., 264.79 feet to the east line of the southwest one-quarter of the southeast one-quarter (SW1/4SE1/4) of Section 13, Township 23 North, Range 21 West; thence along said line, S.00012'16" W., 1009.06 feet to the east one sixteenth (E 1/16) corner to Sections 13 and 24; thence along the line common to said Section 13 and 24, N.89°05'15" E., 1338.54 feet to the point of beginning, containing 259.20 acres.

EXHIBIT "B"
JETTE MEADOWS PHASE II

A tract of land located in and being a portion of the S 1/2 of Section 12, the N 1/2 of Section 13, and the SE 1/4 of Section 13, Township 23 North, Range 21 West, P.M.M., Lake County, Montana, and being more particularly described as follows:

Beginning at the corner common to Sections 7 and 18, Township 23 North, Range 20 West, P.M.M., and Sections 12 and 13, Township 23 North, Range 21 West, P.M.M.; thence along the line common to said Sections 13 and 18, S. $00^{\circ}00'12''$ W., 2648.39 feet to the one-quarter corner common to said Sections 13 and 18; thence along the east-west mid-section line of said Section 13, S. $8^{\circ}44'49''$ W. 1329.13 feet to the center-east one-sixteenth (C-E 1/16) corner of said Section 13; thence, S. $00^{\circ}12'16''$ W., 1654.17 feet to the northeast corner of Lot 107 of JETTE MEADOWS PHASE I, a recorded subdivision of Lake County, Montana; thence the following six courses along the northerly boundary of said JETTE MEADOWS PHASE I: N. $41^{\circ}21'01''$ W. 264.79 feet; N. $70^{\circ}20'46''$ W. 371.65 feet; S. $51^{\circ}35'21''$ W. 336.07 feet; N. $38^{\circ}24'39''$ W. 151.16 feet; 50.00 feet on a tangent curve to the right of radius 870.91 feet; and, N. $88^{\circ}49'45''$ W. 137.80 feet to the northwest corner of said JETTE MEADOWS PHASE I and a point on the easterly right-of-way of U. S. Highway 93; thence the following 11 courses along said highway right-of-way: N. $09^{\circ}01'36''$ W. 1306.66 feet; 928.76 feet on a tangent curve to the left of radius 5797.38 feet; N. $71^{\circ}51'53''$ E. 10.00 feet; 253.75 feet on a non-tangent curve to the left of radius 5807.38 feet and radial bearing S. $71^{\circ}51'53''$ W.; S. $69^{\circ}21'40''$ W. 10.00 feet; 572.60 feet on a non-tangent curve to the left of radius 5797.38 feet; N. $2^{\circ}17'53''$ W., 1433.84 feet; N. $63^{\circ}42'07''$ E. 30.00 feet; N. $2^{\circ}17'53''$ W. 499.41 feet; S. $63^{\circ}42'07''$ W. 30.00 feet; N. $26^{\circ}17'53''$ W. 737.00 feet to the north line of the south one-half of the SW 1/4 of Section 12, Township 23 North, Range 21 West, P.M.M.; thence leaving said highway right-of-way and continuing along the north boundary of the S 1/2 SW 1/4 of said Section 12, N. $89^{\circ}56'54''$ E. 1652.00 feet to the center-south one-sixteenth (C-S 1/16) corner of said Section 12; thence, N. $00^{\circ}29'53''$ W. 1321.51 feet to the center of said Section 12; thence along the east-west midsection line of said Section 12, N. $8^{\circ}56'09''$ E. 2656.39 feet to the one-quarter corner common to Section 7, Township 23 North, Range 20 West, P.M.M., and Section 12, Township 23 North, Range 21 West, P.M.M., thence along the line common to said Sections 7 and 12, S. $00^{\circ}07'10''$ E. 2644.07 feet to the point of beginning.

June 1, 2008

(Note: The following is a list of names and their respective votes for the amendment of the 2002 Covenants. The first vote represents landowners voting for/against extracting water language and the second vote represents landowners voting for/against amending the covenants to reflect a uniform 66% approval rate necessary throughout covenants. Also attached hereto is the sample ballot that was issued to all landowners.)

<u>LOT #</u>	<u>NAME</u>	<u>FOR/AGAINST</u>	<u>FOR/AGAINST</u>
1	Jeri Bocci	For	For
2	Danny Young	For	For
3	Matthew & Nancy Dougherty	For	For
4	Eric Bergoust	For	For
5	Patricia Cheeseman	For	For
6	Svend & Ruth Larsen	(Did not vote)	
7	BLD Properties	For	For
8	Douglas Bauman & Helen Jordan	For	For
9	Dennis & Susan Villegas	For	For
10	Einar Stromnes	(Blank)	Against
11	Craig & Patricia Barfoot	For	For
12	Kierac Morgan	For	For
13	Russell Barber	For	For
14	Sandra Ertle	Against	Against
15	Toby & Susan Slatter	For	For
16	Richard Beauchamp & Kathryn Johnson	For	For
17	James & Kim Evans	For	For
18	Douglas & Lynn McGaugh	(Blank)	Against
19	John & Andrea Miner	For	For
20	Robert & Hetty Cheney Trust	For	For
21	Larry & Laurie Martinez	For	For
22	Ben & Pat Frickson	For	For
23	Kristi Johnson	For	For
24	Jerry Justus	(Blank)	Against
25	Susan & Todd Erickson	For	For
26	Kristal Glass & Chris Peterson	(Did not vote)	
27	Duane & Roxanna Kamarainen	For	For
28	Harry King	For	For
29	Terry Schlador	For	For
30	Terry Schlador	For	For
31	Terry Schlador	For	For
32	Robert Stuart Trust	For	For
33	Robert Stuart Trust	For	For
34	Chartles Watt	For	For
35	Robert Stuart Trust	For	For
36	Aaron & Jessie Roberts	For	For
37	Donna Melton	For	For
38	Jon & Michelle Rushing	For	For
39	Keith & Barbara Heftved	For	For
40	Stephen & Terr iBolin	For	For
41	Shawn & Christina Madsen	For	For
42	Robert Stuart Trust	For	For
43	Robert Stuart Trust	For	For
44	Gary & Linda Ferdinand	For	For
45	Randall Jones & Monika Mitchel	(Did not vote)	
46	Dennis & Sheila Delay	For	For
47	Ashley & Iris Felsman	(Did not vote)	

<u>LOT #</u>	<u>NAME</u>	<u>FOR/AGAINST</u>	<u>FOR/AGAINST</u>
48	Robert Stuart Trust	For	For
49	Greg & Bobbie Goldberg	For	For
50	Frederick & Lynn Church	For	For
51	Darren & Pamela Weise	(Blank)	For
52	Robert Stuart Trust	For	For
53	Peter Gleim & Donna Kotyk	For	Against
54	Donna Kotyk	For	Against
55	John & Jaymi Latzen	For	Against
56	Robert Stuart Trust	For	For
57	David & Chere Tolley	For	For
58	Robert Stuart Trust	For	For
59	Stacy Courville & Tamara Enz	(Did not vote)	
60	Robert Stuart Trust	For	For
61	Jim & Shirley Johnson	For	For
62	Timothy & Erin Procter	Against	For
63	Rhonda Lee VanNess	For	For
64	Cindy Olson & Mike Lyons	(Blank)	For
65	Steven & Laura Siegelin	For	Against
66	Rick & Theresa Taylor	For	Against
67	Rick & Theresa Taylor	For	Against
68	Rick & Theresa Taylor	For	Against
69	Stuart-Thomas Investments	Against	Against
70	Bruce & Debbie Lundquist	Against	Against
71	Lily Paulette Koprivica	Against	Against
72	Mathew & Heather Holmes	Against	Against
73	Mark & Cindy Baum	For	For
74	Jay & Patricia Cross	For	Against
75	Randy & Kathleen Olson	Against	Against
76	Darroll Denny	For	For
77	Victor & Jodie Gouge	For	Against
78	Gerald & Jane Taylor	For	For
79	Meredith Mayorga	(Blank)	For
80	Jon & Bonnie Petersen	For	For
81	Robert Eckhardt & Steven Delay	For	For
82	Steven & Carla Delay	For	For
83	Joseph & Joanne Wickersham	For	For
84	Michael Pfenning	Against	Against
85	William Schalk	For	For
86	John & Deborah Cotton	Against	Against
87	Bernd & Susanne Albrecht	For	Against
88	Rodney & Margaret Fair	For	For
89	Alben & Eileen Dragula Family Trust	For	For
90	Richard Menke & Suzanne Luepke	(Did not vote)	
93	Robert & Carol Waters	Against	Against
94	Clayton & Martha Odegaard	For	Against
95	Andrew Speer	For	For
96	John Colwell & Linda Lewis	For	Against
97	Cyrus Hawkins	For	For
98	Gerald Allen & Esther Angel	For	For
99	Christian Land & Cattle Co.	(Did not vote)	
100	Stephen & Linda Goldberg	For	For
101	David York	For	For
102	Rev Glen & Vivienne Wanless	For	Against
103	Michael & Janell Davis	For	For

<u>LOT #</u>	<u>NAME</u>	<u>FOR/AGAINST</u>	<u>FOR/AGAINST</u>
104	Harvey & Robin Ohriner	For	For
105	Wanda Hartung & Robert Watt	For	For
106	Jeanne Herring	For	For
107	Richard & Elizabeth Moree	(Did not vote)	
108	Chester Robbins	For	For
109	Dino & Joyce Combs	Against	For
110	Monte & Julie Berg	(Did not vote)	
111	Christopher & Lisa Coldbeck	For	For
112	Chester & Janys Crowl	For	For
113	Ernest & Donna Young	For	For
114	William & Margaret Clay	For	For
115	Wayne & Nancy Morris	For	For
116	Betty Hernandez	For	Against
117	Joseph Brasch & Alicia Funke	(Did not vote)	
118	Steven Bundy	Against	Against
119	Randee & Aaron Benson	For	For
120	Dr. Fredrick & Dr. Jean Abel	For	Against
121	Jessee & T. Rene Kittle	(Did not vote)	
122	DJ & Yvonne Toney	Against	Against
123	Jim & Linda Kittle	For	Against
124	Jose & Tina Quinones	(Did not vote)	
125	Barbara Swanson	For	Against
126	Paul & Yvonne Otis	For	For
127	Lowell & Linda Bosshardt	For	For
128	Shawn & Rula Davis	For	For
129	Paul Schocky	(Blank)	Against
130	Michael & Kathline Kvam	For	For
131	Gregg & Jill Perkins	For	For
132	Cruzita Cederstrom	For	For
133	Audra A. Herkert	For	Against
134	Chester & Pat Rollins	For	Against
135	Robert West Trust	For	Against
136	Robert & Hazel Heth	(Did not vote)	
137	John & Cathy Patton	For	For
138	James & Monya Virgil	For	For
139	Erich & Antonja & Tin aSchaile	For	For
140	Edward Gray	For	For
141	Jeffrey & Cathrine Louison	For	For
142	Arthur & Patricia Zetterberg	For	For
143	Philip & Jackie Schlamp	For	For
144	H.A. & Geneva Matter	For	Against
145	Adam & Tanya Smith	For	For
146	Brian & Jalyn Baird	(Did not vote)	
147	Mark & Jessica Henry	For	For
148	Lloyd & Joy Eckley	For	For
149	Fred & Christine Friesz	For	For
150	William & Joanie Hines Trust	For	For
151A	James & Terry Haynal	For	For
152B	Daniel Simms & Vickie Friend	For	For
153	Wayne Richardson Trust	For	For
154	Sandra Donahue	For	For
155	John & Phyllis Ortgies	Against	Against
156	William & Nancy Pray	For	For
157	Allen & Laura Marcus	(Did not vote)	

<u>LOT #</u>	<u>NAME</u>	<u>FOR/AGAINST</u>	<u>FOR/AGAINST</u>
158	Madeline Dorobon (Keith and Carol Rennie)	For	For
159	William & Roxena McDermott	For	For
160	Thomas & Kay Malloy	For	For
161	Marshal & Kristi Shovein	For	For
162	Ryan & Bev Robison	For	For
163	Harold & Margie Fisher	(Blank)	For
164	Jeffery & Susan Tuttle	For	For
165	Gregory & Jennifer Hobbs	(Did not vote)	
166	Sharon Longshore	(Did not vote)	
167	Virgil & Anita Peek	For	For
168	Travis & Linda Fisher	For	For
169	Larry Klein	(Blank)	Against
170	Richard & Kimberly McLean	For	For
171	Louella Dover c/o Lorrie Maxwell	For	For
172	Sam & Mary Becker	For	For
173	Sam & Barbara Marshall	For	For
174	Gordon & Donna Terry	For	For
175	H. Martin & Lee Ann Hoch Trust	For	For
176	Karl & Lisa Chlarson	For	For
177	Bella Jane Clairmont	For	For
178	Bill & Cate Whiting	(Did not vote)	
179	Ron & Kelli Fortier	For	For
180	Paul & Carlisa London	For	For
181	Jeff & Heidi Howell	For	For
182	Harvey & Joyce Town	For	For
183	Betty Bjork Trust	For	For
<u>TOTAL</u>		For: 140 Against: 14 Did Not Vote: 18 Blanks: 9	For: 125 Against: 38 Did Not Vote: 18 Blanks: 0

(For purposes of preserving the record and whose specific guidelines were complied with in establishing the 2008 Jette Meadows Landowners Covenants, the following section was extracted from the 2002 Jette Meadows Landowners Covenants, the provision in which guided the Jette Meadows Landowners Board of Directors of 2008 in seeking a vote of all landowners to amend the 2002 Jette Meadows Landowners Covenants.)

ARTICLE IX (From 2002 Covenants)

GENERAL PROVISIONS

SECTION 6. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for twenty-five (25) years after adoption of these covenants and restrictions, after which time such covenants and restrictions shall automatically be extended for successive ten (10) year periods, unless an instrument is recorded, signed by the Owners of sixty percent (60%) of the Lots (and entitled to vote) within this subdivision, agreeing to revoke or amend said covenants and restrictions in whole or in part. This Declaration may be amended by an instrument signed by not less than sixty percent (60%) of the Owners entitled to vote; provided, however, that Article VIII (Minimum Building and Use Restrictions), Section 1, Paragraph 1 and Section 1, Paragraph 14 hereof shall not be amended without the approval of the Board of County Commissioners of Lake County, Montana. Any amendment must be recorded.

SAMPLE BALLOT

JETTE MEADOWS LANDOWNERS ASSOCIATION

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

MAIL-IN BALLOT FOR AMENDED AND RESTATED COVENANTS

I, the undersigned member of the Jette Meadows Landowners Association, a Montana Non-profit Corporation, do hereby cast my mail-in voting ballot FOR _____ or AGAINST _____ the Amended and Restated Covenants. (Your vote for the aforementioned only pertains to all areas regarding water that have been removed from the covenants because all water authority now rests with the Jette Meadows Water District.)

Further, I cast my mail-in voting ballot FOR _____ or AGAINST _____ the proposed change in:

Article II, Section 1, Item 'e': "The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members; no such dedication or transfer shall be effective unless an instrument signed by ~~ninety percent (90%)~~ two-thirds (2/3) of all Owners agreeing to such dedication or transfer has been recorded."

Article IX, Section 6 "The covenants and restrictions of this Declaration shall run with and bind the land for twenty-five (25) years after adoption of these covenants and restrictions, after which time such covenants and restrictions shall automatically be extended for successive ten (10) year periods, unless an instrument is recorded, signed by the Owners of ~~sixty percent (60%)~~ two-thirds (2/3) of the Lots (and entitled to vote) within this subdivision, agreeing to revoke or amend said covenants and restrictions in whole or in part. This Declaration may be amended until October 31, 2004, by an instrument signed by not less than ~~sixty percent (60%)~~ two-thirds (2/3) of the Owners entitled to vote; provided, however, that Article VIII (Minimum Building and Use Restrictions), Section 1, Paragraph 1 and Section 1, Paragraph 14 hereof shall not be amended without the approval of the Board of County Commissioners of Lake County, Montana. Any amendment must be recorded.

(The Jette Meadows Board of Directors has provided for a second vote of the Jette Meadows Landowners regarding uniformity throughout the covenants when seeking approval from the landowners. The only additional section in the covenants addressing a vote is Article V, Section 3 requiring a two-thirds vote to increase assessments above 10 percent.)

Lot No. _____

Date: _____

Signed: _____