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**PROTECTIVE COVENANTS
FOR THE ORIGINAL PLAT OF PHASE I
OF HEBGEN LAKE ESTATES, A PLANNED UNIT DEVELOPMENT,
AND FOR THE AMENDED PLAT OF PHASE I OF HEBGEN LAKE ESTATES,
A PLANNED UNIT DEVELOPMENT
GALLATIN COUNTY, MONTANA**

INTRODUCTION

Phase I of Hebgen Lake Estates, a Planned Unit Development, was given final plat approval on April 1, 1975. Improvements for the subdivision were installed in 1979 through the funding of a Rural Improvement District (RID). In 1985 and 1986 Gallatin County, Montana, took tax deeds on 146 lots in the subdivision for delinquent taxes.

The following lots as shown on the original plat are owned by persons or organizations other than Gallatin County:

Block 1: Lots 6, 7 and 9

Block 2: Lots 4, 12, 13, 14 and 15

Block 3: Lots 18, 47 and 48

Block 4: Lots 13 and 20

The original plat shows open area and a lagoon site in Blocks 1, 2 and 3. In 1984 the open area and lagoon site were deeded by the developers of the subdivision to the Hebgen Lake Estates Owners Association, Inc.

In 1977 Declaration of Reservations and Protective Covenants for Phase I, of Hebgen Lake Estates, a Planned Unit Development were filed by the owners of the property in the office of the County Clerk and Recorder of Gallatin County, Montana, and recorded in Book 41 of Miscellaneous at page 487. In 1979 Second Amended Declaration of Reservations and Protective Covenants for Phase I, of Hebgen Lake Estates, a Planned Unit Development were filed and recorded in Book 50 of Miscellaneous at page 2152. In 1979 an Amendment to Second Amended Declaration of Reservations and Protective Covenants of Hebgen Lake Estates, Phase I, a Planned Unit Development were filed and recorded in Book 53 of Miscellaneous at page 1529.

Section 15 of the Seconded Amended Covenants provides that the covenants may be amended at any time by written consent of the owners of 75% of the privately owned land within the subdivision. Gallatin County, Montana, is the owner of more than 75% of the land within the subdivision.

The Gallatin County Commissioners are amending a portion of the subdivision including all of the lots owned by Gallatin County, Montana. The lots owned by persons or organizations other than Gallatin County and the open area and lagoon site owned by the Hebgen Lake Owner's Association are excluded from the amended plat. Those lots will continue to be shown on the original plat.

As the owner of more than 75% of the land within the subdivision as shown on the original plat it is the intent and purpose of the Gallatin County Commissioners to amend the protective covenants for the lots within the original plat so that they will conform to the protective covenants adopted for the amended plat. As the owner of all of the land within the subdivision as shown on the amended plat it is the intent and purpose of the Gallatin County Commissioners to adopt protective covenants for the lots within the amended plat. It is the intent and purpose of the Gallatin County Commissioners that all of the lots within the subdivision be subject to the same protective covenants.

The following Protective Covenants shall run with the land and shall be binding upon and inure to the benefit of all those certain tracts of land as shown on the recorded plat of the subdivision known and generally referred to as Hebgen Lake Estates, a Planned Unit Development, Phase I as the same are shown, set forth and described on the recorded plat in Book J at Page 8 (1975) and the Amended Plat of Hebgen Lake Estates Subdivision, Phase I, a Planned Unit Development, as the same are shown, set forth and described on the recorded amended plat in Book J at Page(s) 8A in the office of the Clerk and Recorder of Gallatin County, Montana. The following Protective Covenants shall amend and replace the Second Amended Declaration of Reservations and Protective Covenants for Phase I of Hebgen Lake Estates, a Planned Unit Development, recorded in Film 50 of Miscellaneous at Page 2152, on June 20, 1979, and Amendment to Second Amended Declaration of Reservations and Protective Covenants of Hebgen Lake Estate, a Planned Unit Development recorded in Book 53 of Miscellaneous at page 1529 on November 19, 1979 in the office of the County Clerk and Recorder of Gallatin County, Montana.

1. USE

A. RESIDENTIAL LOTS

(1) All lots shall be used for single family use only except as follows:

On the original plat:

Block 1, Lots 6, 7 and 9 - condominium complex

Block 2, Lots 12, 13, 14 and 15 - condominium complex

Block 3, Lot 18 - office building

On the amended plat:

Block 2, Lots 1, 2, 3, 7, 8, 16, 18, 19 and 22 - duplex lots

Block 3, Lot 57 - commercial lot

(2) Section 14 of the Hebgen Lake Zoning Ordinance providing for the Hebgen Lake Estates (HLE) District of the Hebgen Lake Zoning District recognizes that there is one dwelling unit for each lot in the Hebgen Lake Estates Subdivision. The ordinance allows the transfer of dwelling unit rights to "allow construction of duplexes, multi-family dwellings, or commercial structures." The ordinance also provides that certain uses are conditional uses in the district. These covenants do not preclude a landowner from making application for a conditional use or transfer of development rights allowed by the ordinance. In some situations a conditional use permit may be required to exercise the use of duplex development rights.

(3) No business may be conducted on a residential lot. Should an owner be in the construction business, construction equipment may not be parked on that owner's property. It is the purpose of this covenant to keep the area in its natural appearance. It is not the purpose of the covenant to prohibit an owner from conducting business over the telephone or FAX machine.

B. OPEN SPACE

(1) The open space shown on the original plat and owned by the Hebgen Lake Estates Owner's Association shall be used for park, open space and greenbelt purposes. The open space may be left in its natural state or landscaped. The Homeowners' Association is responsible for the open space. Wells, walking trails, cross-country ski trails and underground water storage tanks for fire fighting may be placed upon the open space.

C. PARKS

(1) The parks shown on the amended plat shall be used for park, open space and greenbelt purposes. They may be left in their natural state or landscaped. The developer may transfer ownership of the parks to the Owner's Association. The Owner's Association is obligated to accept the parks and thereafter be responsible for the same.

D. CROSS-COUNTRY SKI TRAILS

(1) Cross-country skiing throughout the property is permissible along the easement walks designated on the plats.

E. ANIMALS

(1) Animals such as dogs and cats are allowed in the subdivision as pets only and so long as they do not constitute a nuisance to others. Cats and dogs must at all times remain within the owner's property. The Committee may further require that when the animals are taken from the owner's property, such animals must then be under the owner's control at all times. If dogs or cats cannot be controlled or contained by the owner, after the owner has been so notified, the Committee may order the animal removed. Dog runs must be approved by the Committee.

2. EASEMENTS

A. RESERVATIONS

(1) Easements for roads, drainage, electricity, telephone, lighting, water, sewer, cable television and all other utilities, bridle paths, pedestrian traffic, or any other service or utility shall be and hereby are reserved. Such easements shall not interfere with and shall be subject and servient to any and all buildings subsequently erected in such areas. The easements herein provided for shall by-pass such buildings.

B. UNDERGROUND UTILITIES

(1) All utilities, pipes, wires and service lines shall be buried. Satellite television discs shall be allowed but their location, size and color shall be approved by the Committee. The Committee may require shrubbery around the discs.

C. ROAD EASEMENT USE

(1) All road easements as shown on the plats shall include a corresponding easement for drainage, electricity, telephone, lighting, and all other utilities.

D. EASEMENT LANDSCAPING

(1) Easement areas may be landscaped by property owners so as to enhance their appearance so long as the landscaping does not interfere with the use of the property as an easement.

3. ARCHITECTURAL COMMITTEE

A. CREATION - MEMBERSHIP

(1) There is hereby created an Architectural Committee (Committee), which shall consist of three (3) persons, who are the same persons who are the Board of Directors of the Owners' Association.

B. PURPOSE

(1) The Committee may make such reasonable rules and by-laws, and adopt such procedures, as it deems necessary to carry out its functions, which rules, by-laws and procedures may not be inconsistent with the provisions of these covenants.

C. COMMITTEE REVIEW

(1) No building, construction, reconstruction, alteration, remodeling, landscaping, parking, fence, wall or other improvement shall be placed, constructed, erected, repaired, restored, reconstructed, altered, remodeled, added to or maintained on any lot until building drawings, plans and specifications and such other information as the Committee may reasonably require, including without being limited to, colors, building materials and models, have been submitted to, and approved by, a majority of the Committee in writing; nor may the same be commenced until the Committee shall have issued a permit allowing for such improvements.

D. CONFORMITY TO CODES

(1) The Committee shall require that all construction be built in compliance with the provisions of the following standard codes or their amendments:

- "Uniform Building Code"
- "International Conference of Building Officials"
- "National Plumbing Code"
- "National Electrical Code"
- "National Fire Protective Association"

E. SETBACKS

(1) Unless otherwise specified in these covenants, the Committee shall designate setback requirements for any structures as in its discretion best suites the requirements of the site.

F. AUTHORITY TO APPROVE

(1) The Committee shall have the authority to reject the materials, designs, and colors submitted with plans, or the plans themselves, if they are not compatible, or are inappropriate, with the rest of the subdivision.

G. VARIANCES

(1) The Committee shall have the authority to grant variances to the house locations, building codes, setback requirements, minimum height, minimum square footage, and where, in its discretion, it believes the same to be appropriate and necessary and

where the same will not be injurious to the rest of the subdivision.

H. SUBSTANTIAL COMPLIANCE

(1) All improvements, construction, reconstruction, alterations, remodeling or any activity requiring the approval of the Committee must be completed in substantial compliance with the plans and specifications initially approved by the Committee and for which permits have been issued.

I. ENFORCEMENT

(1) The Committee shall have the power, authority, standing and right to enforce these covenants in any court of law or equity when it reasonably believes the same have been violated and as more particularly set forth in Section 8.

(2) The Committee shall have the authority to revoke or suspend building permits and/or order the suspension or cessation of any construction or work in violation of these covenants or of any permit issued by the Committee.

J. FEES

(1) The Committee may require reasonable fees to be paid with the filing of plans and specifications and the issuance of building permits to defray its expenses and the expenses of inspections and enforcement of the provisions of these covenants.

K. LANDSCAPE PLAN

(1) Simultaneously with the filing of any initial building plans for any lot, the owner thereof must also submit to the Committee a landscape plan. This landscape plan must set forth in detail the landscaping to be installed, placed or planted on such lot, including paths, walks, shrubs, trees, rocks, walls or any feature to be incorporated into a landscape design or plan, and such landscape plan must be approved before any building permit is issued. The landscaping provided for in the landscaping plan must be completed within two (2) years of the completion of the construction authorized by the building permit.

L. COMMITTEE GUIDELINES

(1) The Committee shall be governed by the following guidelines in its consideration of plans and specifications submitted for its approval:

- (a) It must recognize that this subdivision is designated for a residential development for outdoor enthusiasts and all improvements in the subdivision must

harmoniously combine, and not be inconsistent with, the development of the project which will serve said purpose.

(b) In considering any plans and specifications, the Committee shall examine the suitability of the same to the site, including the materials of which it is to be constructed, as well as the relationship of the same to the neighborhood and the adjacent properties.

(c) No plans or specifications shall be approved which will be so similar or dissimilar to other improvements or structure that monetary or aesthetic values will be impaired.

(d) All plans or specifications shall be in full compliance with all of the terms and provisions of these covenants, except for any variances, which have been granted by the Committee for such plans and specifications.

M. LIABILITY

(1) The Committee or the individual members thereof may not be held liable by any person for any damages which may result from Committee action taken pursuant to these covenants, including, but not by way of limitation, damages which may result from correction, amendment, change or rejection of plans, the issuance, suspension or enforcement of building permits or any delays associated with such action on the part of the Committee.

4. CONSTRUCTION

A. SINGLE FAMILY/DUPLEX HOMES OR DUPLEX HOME AS DESIGNATED HEREIN

(1) Only one single family home will be allowed on a lot except as provided in Section 1.

B. PARKING

(1) All home construction must provide for off-street parking for at least two (2) vehicles.

C. HOUSE SIZE

(1) Each dwelling shall have the following minimum square feet of floor area:

Single family	1,000 square feet
Duplex	650 square feet
Multi-family	650 square feet

D. BUILDING HEIGHT

(1) Maximum building height shall be 32 feet measured from the average level of finished grade. When finished grade deviates from original grade, the Committee may, in its discretion, deny a building permit if the height of the building is more than 32 feet above the original grade and in the Committee's opinion unreasonably interferes with the view, building sites, elevations and general aesthetic considerations and factors of nearby lots and the subdivision as a whole.

E. SETBACKS

(1) No building or structure shall be erected, placed, constructed, altered or remodeled so as to be less than twenty five (25) feet from the front lot line, less than fifteen (15) feet from the side lot line or less than ten (10) feet from the rear lot line.

(2) The intent and purpose of this provision is to provide for those locations which, in the opinion of the Committee, are best suited to each specific lot and do not interfere, or create the least interference with residences on continuous or nearby lots in the property with regard to elevations, view, building site features, landscaping and other factors or considerations of an esthetic nature.

F. FENCES

(1) Fences presently existing along the perimeter of the property shall remain. All fences bordering agricultural lands shall be maintained by the Owners Association. No fencing of individual lots will be allowed with the property. However, decorative fences, as approved by the Committee, a maximum of twenty five (25) feet in length on any side may be allowed. Fencing for a dog run or other needs, such as around trash containers, T.V. dishes, etc. may be utilized as provided by the Committee. It is the purpose of this covenant to allow the property to remain in as natural a setting as possible and compatible with wildlife.

G. COMPLETION TIME

(1) All construction on or in the premises shall be diligently prosecuted to completion and shall, in any event, be completed within twelve (12) months of commencement unless specific written extension is granted by the Committee. No construction material shall, at any time, be placed or stored so as to impede, obstruct or interfere with pedestrian or vehicular traffic and no construction materials shall be placed or stored on lots for a period of more than sixty (60) days following substantial completion of construction as shall be determined by the Committee.

H. TEMPORARY STRUCTURES

(1) No trailer, mobile home, tent, shack, garage, or camper shall be used at any time within the subdivision as a residence or a place for habitation or sleeping, temporarily or permanently.

I. REQUIRED MATERIALS

(1) Fire retardant shingles shall be used.

(2) Spark arrestor screens shall be placed on fireplaces and wood stove chimneys.

(3) Smoke detectors shall be installed on each level of homes.

(4) Dead fall shall be removed from the perimeter of all structures.

(5) Bear-proof trash containers must be used.

J. L.P.G. TANKS

(1) Should an owner use L.P.G., the tanks may be installed above ground and hidden from view as approved by the Committee, or buried underground if properly coated to protect against galvanic action.

K. DRAIN FIELDS

(1) No drain fields for the septic systems shall be allowed within the subdivision. All dwellings are required to connect to the community sewage collection system.

L. WELL LOCATION

(1) No private wells shall be permitted within the subdivision without obtaining the approval of the Committee.

M. CUTTING OF TREES

(1) No trees may be removed without the approval of the Committee.

5. ACCESS ROADS, DRAINAGE DITCHES AND SNOW REMOVAL AND MAINTENANCE

A. ACCESS

(1) Each and every owner of a building lot within the subdivision shall gain access thereto from U.S. Highway 191, over, through and across the existing public road connecting said U.S. Highway with the subdivision.

B. ROADS AND DRAINAGE DITCHES

(1) The maintenance of all interior roads and drainage ditches shall be the responsibility of the Owners' Association. The Association shall have no obligation or duty to maintain public roads without the exterior boundaries of the subdivision.

C. SNOW REMOVAL

(1) The maintenance and snow removal shall be the responsibility of the Owners' Association. The cost of the same will be assessed on a pro rata basis, of the cost for each dwelling unit located on the lot.

D. SIGNS

(1) Road signs will be placed and designed as approved by the Committee and in conformance with County regulations.

E. NOXIOUS WEEDS

(1) It shall be the duty and obligation of the Owners' Association to control all noxious weeds upon the premises in accordance with the County Weed Supervisor's recommendations. In this connection, the Association shall remove all noxious weeds from the common areas and shall require all lot owners to remove all noxious weeds from each of their individual lots.

6. TRASH AND GARBAGE

A. GENERAL REQUIREMENTS

(1) No trash, waste, garbage, litter, junk or refuse shall be thrown, dumped or left on any portion of the premises and no burning of the same shall be permitted. No incinerator or other device for burning of trash or garbage shall be installed or used except as approved by the Committee. All garbage facilities shall be bear-proofed. Each owner shall provide suitable bear-proof receptacles for the containment and collection of all trash and garbage, which must be enclosed or screened or otherwise unexposed to public view.

(2) The Association may from time to time establish reasonable regulations and fees for disposal of trash and garbage and the control thereof, which shall be binding upon and observed by the owners and occupants of the various tracts in the subdivision.

7. SIGNS

A. SIGNS PROHIBITED

(1) All signs, billboards, posters, displays, advertisements

or any structures relating thereto are prohibited unless they shall have received the approval of the Committee prior to installation or use; which restrictions shall also include signs for identification of streets, residences, places of business and directional or location markers or signs.

8. NUISANCE

A. NUISANCE PROHIBITED

(1) No noxious or offensive activity shall be carried on within the subdivision nor anything done or permitted on or in the premises which shall constitute a public nuisance.

B. MOTORCYCLES - SNOWMOBILES

(1) No motorcycles, snowmobiles, ATV's or motorbikes may be used within the property except to come and go from one's property. For example, no motorbike, motorcycle or snowmobile may be used so as to cause a continuous noise and thereby create a nuisance.

C. BELLS, CHIMES

(1) No bells, chimes or other loud noises will be allowed.

D. YARD LIGHTS

(1) No outdoor yard lights will be allowed, except as approved by the Committee.

9. ENVIRONMENT

A. PRESERVATION

(1) Every attempt shall be made to preserve and protect the environment indigenous to the area. Disturbance, destruction of damage to all plant life, all animal life and their natural habitats, streams, ponds, springs, underground aquifers, soils and rocks is strictly forbidden except where absolutely necessary for the replacement or construction of improvements on the land or for the proper and orderly development of the premises.

(2) No existing trees may be cut, removed or voluntarily destroyed by any party, including property owners, without obtaining the prior written approval of the Committee. Such removal must be for aesthetical purposes, to promote safety, to facilitate construction or as a part of a landscape plan.

(3) All areas not utilized as sites for improvements where disturbed by construction or any human activity shall be returned as quickly as possible to their natural condition and replanted

with native plant life except where otherwise utilized for lawns, gardens or exterior living areas.

(4) Every building plan must include a landscape plan for grasses, trees, shrubs and other landscape features which must serve to enhance the appearance of the site.

(5) No hunting is allowed within the subdivision.

(6) Open fires may be allowed only in areas designated by the Committee.

(7) All feeding of big game wildlife and or other wildlife shall be prohibited.

10. MINING

A. MINING PROHIBITED

(1) No mining, quarry, excavation, oil drilling or development of any kind shall be allowed in or on the premises except for such excavations as may be necessary in connection with the construction or placement or improvements thereon in accordance with the terms and restrictions of these covenants.

11. ENFORCEMENT

A. GENERAL PROVISIONS

(1) In the event of any violation or threatened violation of these covenants, any owner of real property in the premises or the Owners' Association Board of Directors, may enforce these covenants by legal proceedings in a court of law or equity, including the seeking of injunctive relief and damages.

(2) In association with such legal proceedings or as a separate remedy, the Association Board of Directors may enter upon the property in question and remove, remedy or abate the violation or threatened violation after first having given proper notice and a reasonable opportunity for the violator to take action to comply with these covenants as set forth below.

B. NOTICE OF VIOLATION

(1) Notice, as required in Paragraph 11A, above, shall be in writing and shall be served on the person or entity concerned, and shall specify the violation or threatened violation, identify the property, demand compliance with the terms and conditions of these covenants and shall state the action which will be taken under paragraph 11A, above, if the violation or threatened violation is not abated, remedied or satisfied. If such notice cannot be

personally served after a reasonable effort to locate the person or entity to be served, service may be had by posting a copy of such notice at a conspicuous place on the property which is the subject of such violation and mailing a copy of the notice by certified mail, return receipt required, to the last known address or address of record of the violator. Such notice must further provide for a period of fifteen (15) days from the date of personal service of such notice, or thirty (30) days from the date of posting and mailing of the same, within which compliance can be had with these covenants before any self-help, abatement, entry or commencement of litigation, as provided in paragraph 11A above, can be commenced.

C. BOARD LIABILITY

(1) No member of the Association Board of Directors shall be liable to any person or entity for the entry, self-help or abatement of a violation or threatened violation of these covenants and all owners or lessees of real property shall be deemed to have waived any and all rights or claims to or for damages for any loss or injury resulting from action taken to abate, remedy or satisfy any violation or threatened violation of these covenants. Exception to the above shall exist for loss, injury or damage for intentionally wrongful acts.

D. COSTS OF ENFORCEMENT

(1) Actual costs, expenses and reasonable attorney's fees connected with enforcing, correcting, remedying, abating, preventing or removing any violation or threatened violation of these covenants incurred either through litigation, entry or self-help shall constitute a claim by the owner or the Association Board of Directors initiating such action against the owner of the property which is the subject of such violation or threatened violation.

(2) The owner or the Board making such claim may bring suit for enforcement of these covenants and file a lien against the subject property in the amount of and for the collection of the claim by filing a verified statement of the lien with the office of the Clerk and Recorder of Gallatin County, Montana. Such lien statement must set forth the names of the claimant, and the owner of record of the property against which the lien is claimed, a description of the property, the amount of the claim, the date of the claim and a brief statement of the manner in which the costs and expenses constituting the claim were incurred. Once filed, the lien shall remain on record as a claim against the property until the validity of the claim is determined by a court of law. Once a claim has been determined valid by a court of law, any such judgment may be foreclosed upon in the manner provided for by law for foreclosures with a right of redemption.

12. OWNERS' ASSOCIATION

A. FORMATION - ASSESSMENTS

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(1) There will be an Owners' Association, which is a Montana non-profit corporation, for the purpose of promoting, developing and operating the subdivision. The Owners' Association shall include the owners of the lots in the original plat and the amended plat of the subdivision. There shall be only one Owners' Association for the entire subdivision. The Association shall have the authority to make such charges and assessments to the members as are reasonably necessary to carry out its functions and duties. The Association shall have the power to levy assessments, which assessments shall be in two (2) classes:

- a. Capital assessments
- b. Operating assessments

(2) The assessments may be levied by the Board of Directors of the Association as provided in this Section. Assessments shall be billed on a biannual basis and notice of the same shall be mailed to each property owner on or before the first of January and the first of June of each year, or annually on or before the first of January of each year as shall be determined by the Board of Directors. All assessments become due thirty (30) days after the date of mailing. The Association has the authority to impose reasonable changes for interest and penalties for overdue payments.

(3) Assessments shall be made as follows. Each lot, with or without a dwelling unit, shall be equally assessed for its pro rata share of the assessments regardless of lot size except as hereinafter provided. If a lot contains more than one dwelling unit, then each dwelling unit, and not the lot, shall be assessed for its pro rata share of the assessments in the same manner as other lots. For example, if there are 140 lots, 70 of which are vacant and 70 of which contain one dwelling unit, the pro rata share for each lot is 1/140 of the assessments. If there are 140 lots and 162 dwelling units, the pro rata share for each lot and dwelling unit is 1/162 of the assessments.

(4) Unpaid assessments, upon notice thereof being duly filed of record, shall be a lien against the parcel of property against which such unpaid assessment was made. Such lien may be foreclosed upon in like manner as a mortgage on real property with a right of redemption, which foreclosure proceedings may include the addition of court costs and attorneys' fees.

(5) The Association Board of Directors must first obtain the approval of a majority of the membership interests before:

- (a) making any assessment for a capital improvement costing in excess of \$1,000.00.
- (b) mortgaging, encumbering or otherwise disposing of

any property of the Association in excess of \$1,000.00.

B. MEMBERSHIP

(1) Membership in the Association shall consist of the owners of the lots in the subdivision as shown on the original plat and the amended plat. Membership shall transfer with the sale of a lot to the new owner. If there is more than one owner per lot, the owners must decide who shall cast the vote for that lot. If one owner owns more than one lot, the owner shall have as many votes as the owner has lots.

C. BOARD OF DIRECTORS - TERMS

(1) The Board members shall serve a term of three (3) years. The members shall be appointed by a majority vote of the lot owners of record. The manner for selecting replacements upon a vacancy shall be more particularly set forth in the by-laws of the Association.

D. MEETINGS

(1) The manner and time for holding meetings of the Board and the Owners' Association, and the general operation of the Owners' Association, shall be more particularly set forth in the by-laws of the Association.

13. AMENDMENTS

A. COVENANTS MAY BE AMENDED

(1) These covenants, or any portion thereof, may be amended, abandoned, terminated, modified or supplemented at any time by the written consent, duly recorded with the office of the Clerk and Recorder of Gallatin County, Montana of the owners of seventy-five percent (75%) of the privately owned land included within the boundaries of the subdivision as shown on the original plat and the amended plat and the written consent of the Gallatin County Commissioners. There shall be one (1) vote for each lot.

14. HEBGEN LAKE ZONING ORDINANCE

A. COMPLIANCE

(1) These covenants may be more restrictive than the Hebgen Lake Zoning Ordinance. They may not be less restrictive than the Ordinance. In the event that a covenant is less restrictive than the Ordinance, the provision of the Ordinance shall prevail.

15. SEVERABILITY

A. GENERAL

(1) Determination of invalidity of any one or more of the covenants or conditions hereof by judgment, order or decree of court shall not effect in any manner the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the owners as shown below have executed this instrument this 14th day of July, 1993.

GALLATIN COUNTY, MONTANA BY AND THROUGH ITS COUNTY COMMISSIONERS

A. D. Pruitt
A.D. PRUITT, Chairman

Deb Berglund
DEB BERGLUND, Member

Jane Jelinski
JANE JELINSKI, Member



267612



State of Mont., County of Gallatin. ss Filed for record JULY 9, 1993
at 3:33 P.M., and recorded in Book 133 of MISCELLANEOUS page 3439
Shelley M. Cheney Recorder. By Wang & Thors Deputy

FEE: -0-
RT: MORRISON & MAIERLE