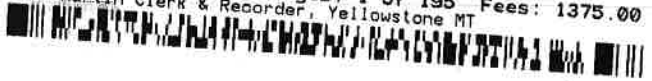


Please return to:
Crist, Krogh, Butler & Nord, LLC
2708 First Avenue North, Suite 300
Billings, MT 59101

RES

3746889

07/20/2015 11:52 AM Pages: 1 of 195 Fees: 1375.00
Jeff Martin Clerk & Recorder, Yellowstone MT



YELLOWSTONE CLUB ESTATES

Amended and Restated Declaration of Restrictions

Date: July 16, 2015

RES

3746889

07/20/2015 11:52 AM Pages: 2 of 195 Fees: 1375.00
Jeff Martin Clerk & Recorder, Yellowstone MT



RECITALS

WHEREAS, YELLOWSTONE LAND CO., a corporation organized and existing under and by virtue of the laws of the State of Montana, has heretofore filed a certain "DECLARATION OF RESTRICTIONS FOR DEVELOPMENT OF YELLOWSTONE CLUB ESTATES" dated August 9, 1960, as filed of record August 9, 1960, at 1:50 p.m., and recorded in Book 702 of Miscellaneous, at page 189, under Document No. 646436, records of Yellowstone County, Montana; and

WHEREAS, YELLOWSTONE LAND CO., a corporation and all of the remaining legal title owners of all of the lots in said subdivision have heretofore filed a certain "AMENDMENT TO DECLARATION OF RESTRICTIONS" as filed of record April 10, 1962, at 3:20 p.m., and recorded in Book 737 of Miscellaneous, at page 134, under Document No. 682189, records of Yellowstone County, Montana; and

WHEREAS, the above recited "DECLARATION OF RESTRICTIONS FOR DEVELOPMENT OF YELLOWSTONE CLUB ESTATES" and "AMENDMENT TO DECLARATION OF RESTRICTIONS" cover all of the lots in all of the blocks in the First, Second, Third, and Fourth Filings of Yellowstone Club Estates, as filed under Documents Number 646375, 646376, 646377 and 646378, respectively, in the office of the Clerk and Recorder of Yellowstone County, Montana; and

WHEREAS, YELLOWSTONE LAND CO., a corporation, has heretofore filed a certain "DECLARATION OF RESTRICTIONS FOR DEVELOPMENT OF YELLOWSTONE CLUB ESTATES" dated September 10, 1965, as filed of record September 10, 1965, at 3:20 p.m. and recorded in Book 824 of Miscellaneous, at page 73 under Document NO. 762218, in the office of the Clerk and Recorder of Yellowstone County, Montana, which said Declaration of Restrictions covers all of the lots in all of the blocks of Yellowstone Club Estates, Sixth Filing; and

WHEREAS, the Second Amendment to Declaration of Restrictions of Yellowstone Club Estates (First, Second, Third, Fourth, and Sixth Filings) was filed on May 22, 1972 at 11:15 a.m., under Document No. 967690 and recorded in Book 966, Page 782 of the records of Yellowstone County, Montana; and

WHEREAS, the Third Amendment to Declaration of Restrictions of Yellowstone Club Estates (First, Second, Third, Fourth, and Sixth Filings) was filed on June 10, 1981, under Document No. 1200717 and recorded in Book 1228 at Page 728 of the records of Yellowstone County, Montana; and

WHEREAS, the Fourth Amendment to Declaration of Restrictions of Yellowstone Club Estates (First, Second, Third, Fourth, and Sixth Filings) was filed on February 2, 1986, under Document No. 1381997 and recorded in Book 1286, Page 5035 of the records of Yellowstone County, Montana; and

WHEREAS, the undersigned, constituting more than a majority of the owners of all lots in the First, Second, Third, Fourth, and Sixth Filings of Yellowstone Club Estates Subdivision



(the "Subdivision"), do hereby amend and restate the Declaration of Restrictions (as amended and restated, the "Declaration") in its entirety as follows:

**ARTICLE I
PERSONS BOUND BY THE COVENANTS AND RESTRICTIONS**

All persons or other entities who now own or hereafter shall own any interest in any of the lots described in the Subdivision agree and covenant to observe the following covenants and restrictions (collectively, the "Covenants" or "Restrictions").

Members of Yellowstone Club Estates Owners Association Inc. ("YCEOA" or the "Association") shall consist of all owners of property in Yellowstone Club Estates First, Second, Third, Fourth and Sixth filings. YCEOA member dues and assessments shall be set and approved at each annual meeting by majority vote of those in attendance, on the basis of one vote per property.

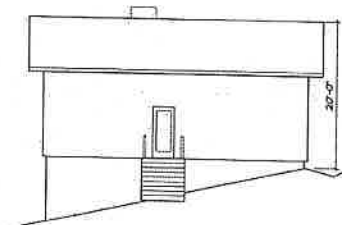
**ARTICLE II
BUILDING AND USE RESTRICTIONS**

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

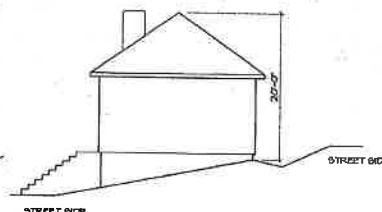
2. **Height.** The height of buildings constructed upon lots around the perimeter of existing or proposed golf courses shall not exceed 17 ft. in height. Buildings on any other lot shall not exceed 20 feet in height. The height shall be measured from the building wall/finished grade intersection to the highest part of the roof structure as illustrated below. Conditions other than those below illustrated may warrant an appeal and adjustment by the YCEOA Board as herein established. (a) Adjacent to existing or proposed golf courses, shall not exceed 17 feet in height measured from the highest golf course property line elevation to the highest roof elevation. (b) Adjacent to existing street/s, shall not exceed 20 feet in height measured from the highest street property line elevation to the highest room elevation. (c) Most other lots shall not exceed 20 feet in height measured from the highest wall finish grade evaluation to the highest roof elevation. (d) All other conditions may require an appeal and adjustments by the YCEOA Board as herein established.



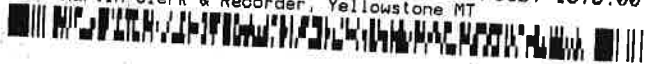
FLAT SITE



SLOPING SITE W/ SLOPE
PREDOMINANTLY
PARALLEL TO STREET



SLOPING SITE W/ SLOPE
PREDOMINANTLY
PERPENDICULAR TO
STREET



3. **Golf Course Boundary Setback.** In no event shall any building, fence, or other structure be erected less than 40 feet (40') from the boundary line of the Yellowstone Country Club Golf Course.

4. **Lot Setbacks.** No building or other structure shall be located on any lot less than 30 feet (30') from the front lot line with the exception of Lot 1, Block 11; Lot 9, Block 12; Lots 10 and 11, Block 3, and any structure having a front lot line on Vardon Place or Demaret Place, including Lots 7, 8, 9, 10, 11, 12, 22, 23, 24, 25 and 26, Block 2, which shall have a minimum set back of 20 feet (20'). No building or other structure shall be located less than 10 feet from the lot side line or less than 20 feet (20') from the lot rear line, but the lot sideline shall be considered the outer property line, when structure encompasses more than one lot.

5. **Re-Subdivision.** No lot will be permitted to be re-subdivided into smaller lots, nor split, added to, or otherwise subdivide which would leave remaining a parcel of land unbuildable within the terms of these Covenants.

6. **Square Footage.** The ground floor, or main floor minimum living area of all dwellings erected on the lots, exclusive of open porches, breezeways, and garages, shall contain not less than 1,600 square feet.

7. **Moved and Modular Houses.** No building of any kind shall be moved upon any of the lots and all buildings or residences erected on lots shall be new construction. No modular homes shall be allowed on any of the Lots.

8. **Commercial Restrictions.** None of the above-described property or any buildings erected thereon shall at any time be used for the purposes of any trade or for any commercial, professional or manufacturing business of any description, and no noxious or offensive activities shall be carried on, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood. No hospital, church, duplex or apartment house shall be erected on said lots. This provision shall not prohibit the construction of a multifamily dwelling of the condominium type when the same has been permitted and approved under conditions set forth herein. Nothing in this paragraph or the Declaration shall be deemed to preclude the use of a portion of any building or residence erected on a lot as a home office, provided that such use complies in all respects with the definitions, restrictions, and requirements for a "home occupation" in a Residential District under the City Zoning Ordinance for the City of Billings, Montana, as the same may be amended from time to time.

With respect to the construction of multifamily condominiums, they may be constructed upon any lot or combination of lots in areas where such structure would be in harmony with the landscape and other structures, provided, however, that tentative or preliminary plans for such project must first be submitted to and approved in writing by the Board (and a majority of all owners of property within a distance of 200' of the perimeter of affected lot) and further, that the final plans must be submitted to and approved in writing by the Board. Such plans must include plans for landscaping. All other restrictions herein shall be applicable to such construction.



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

10. **Pets and Other Animals.** Except as otherwise provided herein, no insects, wild animals, cattle, pigs, poultry, goats, horses or livestock of any kind shall be raised, bred or maintained on any lot. Domesticated dogs, cats, birds, or other household pets which do not unreasonably bother or constitute a nuisance to others may be kept, provided they are not kept, bred, or maintained for any commercial purpose. All pets must be restricted to the pet owners' lot except when restrained by a leash in the company of the owner. The Board will give owners of pets that create a nuisance or disturbance a warning. Subsequent occurrences within 12 months of the warning will result in the notification of the local animal control board and/or the levying of a fine or Special Assessment by the Board. Owners shall promptly clean up after their pets and shall be responsible for repair of all damages caused by their pets. If they fail to do so, the Board may pay for having the cleanup or repairs done and bill the cost to the owner as a Special Assessment. All dogs, cats and other pets shall be strictly controlled by their owners so as not to annoy or interfere with the use of the properties by the other owners, and shall be prohibited from excessive barking or causing other nuisance, orders, or interference with other lot owners. Dogs and cats shall be kept on the owner's own property or on a leash, and shall not be allowed to roam free. Dogs that have a history of aggression toward people or other animals, including but not limited to biting, shall not be permitted in the Subdivision. No exotic pets shall be permitted in the Subdivision unless they are maintained indoors at all times and are strictly controlled by the owner. No wild animals shall be kept by an owner.

11. **Signage.** No billboards, posters, or advertising devices of any kind or character shall be erected or displayed upon any of the Lots except as expressly authorized by the Billings Montana Municipal Code for residential neighborhoods, and signs displayed to identify the occupants of a dwelling and sale or resale signs which shall not exceed 9 square feet in area.

12. **Front Yard Fences.** No fence, living hedge, or wall of any kind shall be erected or placed on the front or side of the front yard setback area of any lot.

13. **Parking.** Off-street parking shall be provided on each Lot for all vehicles kept upon the premises. These vehicles are to be parked on the premises. Street parking is for short-term guests. No street or other open area shall be used for the purpose of dismantling or repair of vehicles, and only motor-driven vehicles capable of being moved under their own power may be parked upon said streets for a maximum of 4 consecutive days. Unregistered or inoperable vehicles must be parked in an enclosed garage.

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

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15. **Occupancy Permits.** No structure on any Lot may be used for dwelling purpose until an Occupancy Permit is issued by the City of Billings.

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

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

18. **Utilities.** Any and all utilities which shall serve the Subdivision and its lots shall be underground.

19. **Construction.** It shall be the responsibility of individual lot holders to see that during construction of a residence the area is kept as neat and orderly as possible. It is further required that construction of a home site be expedited in all possible ways and that long delays shall be avoided once construction has begun. Streets shall not be used for storage of construction material, equipment, receptacles or other obstructions for more than 30 days without Board approval. If the street is to be used at all, the Board is to be notified and given a timeframe for street use. Construction trailers and equipment are only permitted on a particular Lot from the time a building permit is issued until an occupancy permit on a particular Lot is given. Once an occupancy permit is obtained for a particular Lot, construction trailers for purpose of renovation or landscaping are allowed only while people are physically working Monday – Friday, 7 am to 6 pm.

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

Watering, pruning and routine fertilization and mulching of all plantings and plant beds;

Removal of dead, dying and/or diseased trees and shrubs and removal of tree and shrub stumps;



Prompt removal of weeds, including within rock beds, trash and debris from plant beds and areas adjacent to shrubs and trees; and,

Clearing and cleaning street gutters of all weeds and debris.

Grass, and all other portions of each Lot, must be kept mowed. In the event that any lot owner shall permit any residence or other improvement, including any landscaping for which it is the responsibility of such lot owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, the Board may notify the lot owner to take corrective action. If correction action is not taken by the lot owner within a reasonable time, as determined by the Board, the Board may cause such corrective action to be taken and shall assess the expense of the correction to the lot owner as a special assessment, payable only by that lot owner. If a lot owner fails or refuses to pay such an assessment, the Board may, as provided below, file and foreclose a lien for the amount of the assessment.

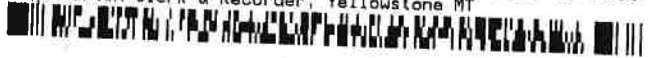
21. **Swimming Pools.** Above ground swimming pools will not be permitted with the exception of children's wading pools. No below ground swimming pools are permitted unless: (a) there is a fence around the pool that can be entered only through the residence or through a locked gate; or, (b) the pool has a locking auto-cover pursuant to City Ordinances. The fence constituting the enclosure must have a six (6) foot minimum height.

22. **Clotheslines.** No permanent clothesline posts will be erected on any of said lots. Any clothesline posts must be the removable type.

23. **Windmills and Satellite Dishes.** No wind powered electric generators shall be placed or maintained upon any portion of a lot without prior written approval of the Board. No antennas or satellite dishes exceeding one meter in diameter or diagonal measurement, or any other device shall be installed on the exterior of any building, or in a yard, or on common property without prior written approval of the Board. Towers or structures in excess of three feet above the building roof line or on the property must be approved by the Board. Any structures (including energy generating) need to be integrated into the existing roof line or existing landscaping and approved by the Board.

24. **Trees and Landscaping.** All lot areas not used as a building site, or under cultivation as a family garden, shall be landscaped. Subsequent to the recording of these Restrictions, no Poplar, Russian Olive, or any form of Willow or Cottonwood trees shall be planted in the Subdivision.

25. **Outbuildings.** Storage sheds or outbuildings are not recommended in the Subdivision. These structures may be permitted with approval of the Board and must be consistent with the architecture, siding and roofing of the main residence and in harmony with the existing landscaping. Failure to follow the approval process can result in the building being removed at the owner's expense.



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

27. **Roofing.** New or replacement roofing on any building in the Subdivision shall be either wood shakes or shingles that are >300# asphalt composite, 3-dimensional architectural, at least 30 year life, earth tone colors.

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

29. **Tenants.** It is the obligation of any owner of property in the Association to provide any renter, occupant, tenant or other occupier of the owner's property with a copy of these Covenants as well as the Association Bylaws. In addition, it is the owner's responsibility to make certain that any renter, occupant, tenant or other occupier of the owner's property complies with these Covenants, as well as the Bylaws, like all other property owners in the Subdivision. Violations of these Covenants by any renter, occupant, tenant or other occupier of the owner's property constitutes a violation by the owner.

30. **Fines.** Owners shall pay a fine, imposed by the Board, of \$50.00 for a second violation of any of the restrictions set forth in Article II and a fine of \$100.00 for each violation thereafter. Such fines shall be a Special Assessment, payable only by the offending unit owner or, in the case of abandoned property, the secured lender(s) or, in the case of easements, the easement holder.

ARTICLE III OWNERS ASSOCIATION

1. **Formation and Purpose.** The Association has been established for the operation and maintenance of any and all property to be held in its name or for the benefit of the property owners (the "Common Area Property") and to ensure that the Subdivision is being maintained in accordance with this Declaration. All owners of property within Subdivision shall be members of the Association. Lot owners may not sell or transfer their membership interest in the Homeowner's Association, except when they sell their lot. Membership is a right and obligation of property ownership in the Subdivision and may not be separated from the ownership of the property. Membership shall pass with title to each subsequent owner of property within the Subdivision.

2. **Duties.** The Homeowners Association shall be responsible for the following (collectively, the "Common Expenses"):

- (a) Funding and maintaining the Common Area Property, but the YCEOA shall specifically not be responsible for maintaining Lots, or any portion of a Lot, that has not been identified and accepted by the Association as Common Area Property;
- (b) Purchasing insurance for the Association, its officers, directors and employees (if any);
- (c) Architectural review as set forth in Article IV; and
- (d) Any activity specifically set forth as a right, duty, or obligation of the Association as set forth in this document, its Bylaws, or such resolutions that are passed by its members or directors.

3. **Association Expenses.** The Association shall collect from owners all annual dues to pay Common Expenses and shall use the funds collected for the operation, maintenance, and repair of the common property and facilities. Annual dues shall be prorated among the various lots. Each lot owner, by acceptance of a deed, whether or not it shall be expressed in said deed, is deemed to covenant and agree to pay to the Association all assessments lawfully made by the Association and to waive any right said lot owner may have, under the laws of the United States and the State of Montana, to claim a homestead exemption for said assessments. Current and former lot owners shall be jointly and severally liable for all unpaid assessments due and payable at the time of conveyance of any lot, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee thereof. The Secretary-Treasurer of the Association shall notify third parties, upon their request, of the amount of unpaid assessments on any lot. Effective January 1, 2014, the fiscal year for annual dues shall be the calendar year.

4. **Payments.** Each property owner in the Subdivision shall pay such assessments as the Association shall impose. A property owner, however, is not required to pay any assessment until a lot is developed with streets and utilities.

5. **Lien for Assessments.** All unpaid sums assessed by the Association to any lot, together with interest, collection costs, costs of suit, and reasonable attorney fees, shall constitute a lien on such lot, and if filed of record, may be foreclosed in the same manner as a construction lien. Such liens shall not take priority over any sums unpaid on a first mortgage or trust indenture of record prior to the recording of the lien for assessments. Each assessment, together with interest, collection costs, costs of suit, and reasonable attorney fees shall also be the personal obligation of the lot owner of the lot against which the assessment was made at the time the assessment fell due. Furthermore, suit to recover a money judgment for unpaid assessments shall be maintainable by the Association against said lot owner without foreclosing or waiving the lien securing the same. All costs of collection of delinquent assessments, including but not limited to, court costs, cost of filing liens, and attorney fees, shall be the obligation of the non-paying lot owner, and may be added to the next regular assessment for that lot. No sale or transfer of a lot shall relieve the grantee or transferee from liability for past due assessments or



from the lien thereof. All rights, remedies and privileges granted to the Association or the lot owners pursuant to the terms hereof shall be deemed to be cumulative.

In order to remove any lien, payment in full of the outstanding amount owed (including related fees, interest, and costs), as determined by the Board, must be received by the Association. Within thirty (30) days of receipt of full payment, or as soon thereafter as reasonably practicable, the Association shall release the lien and notify the property owner that said lien has been released.

6. **Board of Directors.** The Association hereby vests the Board of Directors of said corporation with the responsibility of operating and administering the Association. The duties of the Board of Directors, in addition to those specifically set forth herein, shall be defined as set forth in the By-laws of the Association.

ARTICLE IV ARCHITECTURAL REVIEW

1. **Building Permit.** All owners intending to build or materially alter any building, structure, fence or other improvement in the Subdivision shall apply for a building permit with the Board. The application submitted by any owner shall contain the required information set forth below. A non-refundable \$100 permit fee must be submitted with the application. In addition, the owner must provide a \$1,000 retainer to the Board to cover the cost of any third-party expenses the Board may incur with respect to reviewing the Submittal by the owner. If no third-party expenses are incurred by the Board, and the owner's building permit is approved, the \$1,000 deposit shall be returned to the owner. Otherwise, the deposit may be retained by the Board in its sole and absolute discretion. A building permit and deposit shall not be required if the overall cost of any construction or improvement project does not exceed \$5,000 or such higher amount as the Association or the Board may subsequently adopt. The Board must issue a building permit prior to the commencement of any construction by owner.

2. **Discretion.** The Board maintains full and complete discretion to interpret these Covenants and may, in its sole discretion, approve or deny any proposed design of projects proposed for property within the Subdivision. In reviewing the application and the materials submitted and in reaching a decision thereon, the Board shall use its best efforts and judgment to assure that all improvements shall produce and contribute to an orderly and aesthetically complimentary design and appearance, of a quality required to maintain the Subdivision as a first class residential development. Approval or denial by the Board shall be based, among other things, on: a) the Design Standards, b) the conformity of Plans to these Covenants, c) conformity and harmony of external design with neighboring improvements, d) the effects of location and use of proposed improvements on neighbors and common area, e) relation of improvements and finished ground elevations to existing topography and grades, and, f) the overall aesthetics of the Subdivision. Because the review does include judgments about aesthetics by the Board and because the aesthetic consideration cannot be clearly defined in these Covenants, the decisions of the Board will be subjective in nature. Each owner, by acceptance of a deed to any Lot subject hereto, agrees to accept the aesthetic decisions of the Board as final and binding, and waives any right to challenge those decisions through legal action.



3. **Plan Review.** Property owners within the Subdivision who desire to build or materially alter any building, shed, or fence, shall first submit all plans, specifications, and information for review and written approval by the Board (individually, a "Submittal" and, collectively, the "Submittals"). A Submittal shall be mailed, hand delivered or emailed to the President, Treasurer, and Secretary of the Board. The Submittal is officially received by the Board when the last of the foregoing officers receives it.

4. **Required Information for Plan Review.** All owners intending to build or materially alter any building, structure, fence or other improvement in the Subdivision shall submit the following information to the Board which shall be provided in two steps:

First step: The first set of information will be provided on or before any work is commenced on the Lot:

(a) ***Certification:*** The application shall identify the name and address of the property owner and applicant, and shall set forth the legal and general description of the tracts or lots proposed for development. The applicant shall certify that the proposed development is in compliance with this Declaration. (b) ***Building Plans:*** Building Plans submitted shall be, at a minimum, similar to those submitted to the City's Building Department.

Second Step: This information shall be provided prior to the commencement of any finish work on the exterior of any building and, in any event, within ten (10) days prior to the commencement of finish work on the exterior of the building:

(a) ***Finishes:*** Exterior finishes, colors, and materials shall be provided. (b) ***Other Information:*** Additional materials and information may be required by the Board of Directors of the Association. Upon notice to the applicant, the applicant shall provide any additional requested materials or information.

5. **Review Process.** The Board shall review all Submittals and issue a finding approving, conditionally approving, or denying each Submittal, either in whole or in part, within ten (10) days of official receipt by the Board of each Submittal. The Board may refuse to approve or deny an application if it determines in its sole and exclusive discretion that the application is incomplete. The Board shall approve, conditionally approve, or deny applications, in its sole and exclusive discretion as discussed above. The Board shall deny any application that:

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

6. **Construction Without Approval or in Violation of this Agreement.** If any construction is completed, any improvement is erected or placed upon, or any new use is commenced upon any property in the Subdivision without prior approval from the Board of Directors of the Association or in violation of these Restrictions, other than as set forth herein, such alteration, construction, erection, placement, or use shall be deemed to have been



undertaken in violation of these Restrictions and, upon written notice by the Board of Directors of the Association, any such alteration, construction, erection, placement, or use shall cease, be removed, or be amended so as to conform to these Restrictions.

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

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

9. **Delegation.** The Board may delegate to any committee or task force the duties, rights, and obligations of the Board as set forth in this Article IV.

ARTICLE V ENFORCEMENT

1. **Enforcement.** The Conditions, Covenants, and Restrictions contained herein shall run with the land, and be binding upon and inure to the benefit of the parties hereto and the owners of property within the Subdivision. The Conditions, Covenants, and Restrictions may be enforced by the YCEOA or the Board of Directors of the Association. If the Board decides not to take action to enforce any Covenant or Restriction it may allow a member of the Association to take such action if such member seeks and receives written approval from the Board.

2. **Injunctive Relief; Other Remedies.** In addition to any other remedies provided by law, in the event of any violation or threatened violation by any owner, lessee or occupant of any portion of the Subdivision of any of the terms, covenants and conditions of this Declaration, any or all of the owners of the Lots shall have the right to judicially enjoin such violation or threatened violation. Further, any or all of the owners of the Lots shall be entitled to institute proceedings for full and adequate relief from the consequences of said violation or threatened violation, including without limitation a claim for damages, specific performance or any other remedy available at law or in equity. The unsuccessful party in any such action shall pay to the prevailing party a reasonable sum for costs and fees of such action, including attorney's fees.



3. **Limitation on Enforcement.** This Declaration is for the benefit of the YCEOA, the Board and the owners of the Lots and may only be enforced by such parties. No other person or entity shall be entitled to claim a breach of this Declaration or to enforce this Declaration, judicially or otherwise.

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

Non-Terminable Declaration. A breach of one provision of this Declaration shall not permit a party to cancel, rescind, violate, or otherwise terminate any other provision of this Declaration. In addition, no breach of the provisions of this Declaration shall render invalid the lien of any mortgage or deed of trust made in good faith and for value. The provisions of this Declaration shall be binding upon any property owner in the Subdivision, including owners whose title is acquired by foreclosure or trustee's sale or any grantee by deed in lieu of foreclosure or trustee's sale.

5. **Attorney's Fees and Costs.** The YCEOA shall be entitled to recover its reasonable attorney's fees and costs in enforcing this declaration, including but not limited to any attorney's fees and costs that the YCEOA may incur in collecting Common Expenses from the owner of any lot within the Subdivision.

ARTICLE VI GENERAL PROVISIONS

1. **Neutral Interpretation.** The YCEOA hereby states and agrees that these Covenants shall be construed using neutral interpretation, and that this agreement shall not be construed in favor of any party or against any party.

2. **Conflict.** In the event there is any conflict between these Covenants, the Bylaws, or other zoning regulations and/or ordinances, the terms and conditions of these Covenants shall govern.

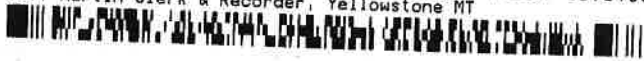
3. **Amendment, Modification, and Termination.** This Declaration may be amended, modified, or terminated at anytime by a vote of a majority of the lot owners in the Subdivision who appear, either in person or by proxy, at a regular or special meeting of the Association, so long as a quorum is present pursuant to Association Bylaws. Written notice of the specific amendment or change to the Declaration must be provided with the notice of such meeting. Alternatively, this Declaration may be amended, modified or terminated by written petition signed by a simple majority of the lot owners in the Subdivision.

4. **Notices.** All notices or demands required to be given hereunder shall be in writing and shall be served either personally or by registered or certified mail. Service by registered or certified mail shall be conclusively deemed made three (3) days after deposit

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thereof in the United States Mail, postage prepaid, addressed to the party to whom service is to be given, as hereinafter provided, and the issuance of the registry or certification receipt therefore.

5. **Waiver.** Failure of the YCEOA to notify any owner of property within the Subdivision of a default in the manner provided in this Declaration shall not be deemed a waiver of any rights which the YCEOA may otherwise have at law or in equity.

6. **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Montana.

7. **Renewal of Declaration.** These Covenants and restrictions shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants and restrictions are recorded, after which time said Covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by more than fifty percent (50%) of the owners of Lots in the Subdivision has been recorded, agreeing to change said Covenants and restrictions in whole or in part.

8. **Force Majeure.** Any prevention, delay or stoppage due to strikes, lock outs, labor disputes, Acts of God, inability to obtain labor or materials or reasonable substitute therefore, governmental restrictions, terrorist acts, governmental regulations, inclement weather, governmental controls, enemy or hostile government action, civil commotion, fire or other casualty and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage. All persons shall use reasonable efforts to overcome whatever may be impeding their performance of any obligation hereunder

9. **Severability.** Should any provision of this Declaration be or become invalid, void, illegal or unenforceable, it shall be considered separate and severable from this Declaration, and the remaining provisions shall remain in force and be binding as though such invalid, void, illegal or unenforceable provision had not been included.

10. **No Partnership.** The provisions of this Declaration are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the YCEOA and any owners of property within Subdivision.

11. **Captions and Headings.** The paragraph headings used throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Declaration.

12. **Entire Declaration.** This Declaration contains the entire declaration of the YCEOA and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.



13. **Construction.** In construing the provisions of this Declaration, whenever the context has required, the use of a gender shall include all other genders, and the use of the singular shall include the plural, and the use of the plural shall include the singular.

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

15. **Recordation.** This Declaration and any amendments or modifications shall be recorded in the office of the clerk and recorder of the County of Yellowstone, State of Montana.

NOTICE

THIS DECLARATION SHALL SERVE AS NOTICE TO ALL THIRD PARTIES, INCLUDING THOSE PURCHASING OR ACQUIRING AN INTEREST IN ANY OF THE PROPERTY WITHIN THE SUBDIVISION, OF THE EXPRESS COVENANTS, CONDITIONS, AND RESTRICTIONS PLACED UPON THE PROPERTY WITHIN THE SUBDIVISION, AND SHALL FURTHER SERVE AS NOTICE THAT, SHOULD THE TERMS OF THIS DECLARATION BE VIOLATED, THE YCEOA MAY ENFORCE ANY AND ALL LEGAL RIGHTS AND REMEDIES SPECIFIED HEREIN AND PROVIDED BY LAW AND EQUITY.

16. **Run with the Land.** The terms and conditions of this Declaration shall run with the land, and shall be binding upon and shall inure to the benefit of the YCEOA, the property owners, and their heirs, successors, and assigns.

The YCEOA has obtained the consent to this Amended and Restated Declaration of Restrictions from at least a majority of the Members of the Association as set forth in the Consents below.

IN WITNESS WHEREOF, the YCEOA has executed this Declaration the day and year first written above.

YELLOWSTONE CLUB ESTATES
OWNERS ASSOCIATION, INC.

By: Reg Gibbs Reg Gibbs
Printed Name: Reg Gibbs
Title: President
Address: 3507 Tommy Armour Circle
Billings, Montana

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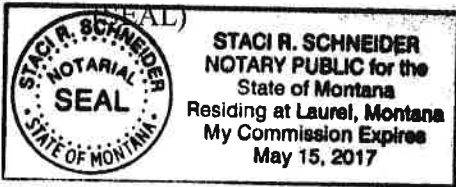
YELLOWSTONE CLUB ESTATES
OWNERS' ASSOCIATION, INC.

By: Fay S. Danielsen *Fay S. Danielsen*
Printed Name: Fay S. Danielsen
Title: Secretary
Address: 5522 Bobby Jones Blvd
Billings, Montana

STATE OF MONTANA)
 :SS.
County of Yellowstone)

On this 16 day of July, 2015, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Reg Gibbs, known to me to be the President of the Association, and acknowledged to me that he executed the within instrument on behalf of said company, having first been authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

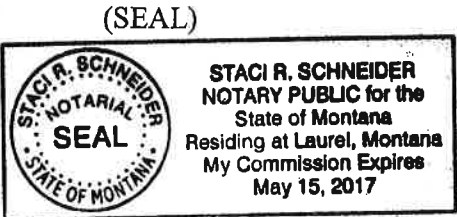


Staci R. Schneider
Printed Name: Staci R. Schneider
Notary Public for the State of Montana
Residing at: Laurel, MT
My Commission Expires: May 15, 2017

STATE OF MONTANA)
 :SS.
County of Yellowstone)

On this 16 day of July, 2015, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Fay Danielsen, known to me to be the Secretary of the Association, and acknowledged to me that she executed the within instrument on behalf of said company, having first been authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.



Staci R. Schneider
Printed Name: Staci R. Schneider
Notary Public for the State of Montana
Residing at: Laurel, MT
My Commission Expires: May 15, 2017

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Jeff Marlin Clerk & Recorder, Yellowstone MT



After Recording, please return to:
Crist, Krogh, Alke & Nord, PLLC
2708 First Avenue North, Suite 300
Billings, MT 59101

**AFFIDAVIT FOR RECORDING FIRST AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF RESTRICTIONS
OF
YELLOWSTONE CLUB ESTATES**

STATE OF MONTANA)
 :ss.
County of Yellowstone)

Aaron Huseth, being first duly sworn upon oath, states as follows:

1. I am President for the Yellowstone Club Estates Owners' Association, Inc. I have personal knowledge of the facts set forth in this affidavit.

2. On May 11, 2022, the Yellowstone Club Estates Owners' Association, Inc. formally adopted and approved the First Amendment to Amended and Restated Declaration of Restrictions of Yellowstone Club Estates (the "First Amendment"), attached as Exhibit "A" hereto, at its annual meeting held in Billings, Montana.

3. The attached First Amendment concerns and refers to the Yellowstone Club Estates as set forth in Document No. 3746889, recorded at the Yellowstone County Clerk and Recorder on July 20, 2015 and the property located in Yellowstone County that includes, but is not necessarily limited to, the following:

All of the lots and lands in Yellowstone Club Estates, First Filing, under Document No. 646375, Second Filing, under Document No. 646376, Third Filing, under Document No. 646377, and Fourth Filing, under Document No. 646378, all in the office of the County Clerk and Recorder of Yellowstone County, Montana.

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FURTHER THE AFFIANT SAITH NAUGHT,

DATED this 18 day of May, 2022.

Aaron Huseth, President

SUBSCRIBED AND SWORN to before me this 18th day of May, 2022, by Aaron Huseth,
President of Yellowstone Club Estates Owners' Association, Inc.


Notary Public for the State of Montana

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YELLOWSTONE CLUB ESTATES

First Amendment to Amended and Restated Declaration of Restrictions

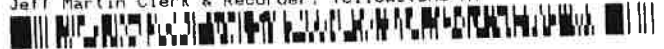
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RECIPIENTS

WHEREAS, YELLOWSTONE LAND CO., a corporation organized and existing under and by virtue of the laws of the State of Montana, has heretofore filed a certain "DECLARATION OF RESTRICTIONS FOR DEVELOPMENT OF YELLOWSTONE CLUB ESTATES" dated August 9, 1960, as filed of record August 9, 1960, at 1:50 p.m., and recorded in Book 702 of Miscellaneous, at page 189, under Document No. 646436, records of Yellowstone County, Montana; and

WHEREAS, YELLOWSTONE LAND CO., a corporation and all of the remaining legal title owners of all of the lots in said subdivision have heretofore filed a certain "AMENDMENT TO DECLARATION OF RESTRICTIONS" as filed of record April 10, 1962, at 3:20 p.m., and recorded in Book 737 of Miscellaneous, at page 134, under Document No. 682189, records of Yellowstone County, Montana; and

WHEREAS, the above recited "DECLARATION OF RESTRICTIONS FOR DEVELOPMENT OF YELLOWSTONE CLUB ESTATES" and "AMENDMENT TO DECLARATION OF RESTRICTIONS" cover all of the lots in all of the blocks in the First, Second, Third, and Fourth Filings of Yellowstone Club Estates, as filed under Documents Number 646375, 646376, 646377 and 646378, respectively, in the office of the Clerk and Recorder of Yellowstone County, Montana; and

WHEREAS, YELLOWSTONE LAND CO., a corporation, has heretofore filed a certain "DECLARATION OF RESTRICTIONS FOR DEVELOPMENT OF YELLOWSTONE CLUB ESTATES" dated September 10, 1965, as filed of record September 10, 1965, at 3:20 p.m, and recorded in Book 824 of Miscellaneous, at page 73 under Document NO. 762218, in the office of the Clerk and Recorder of Yellowstone County, Montana, which said Declaration of Restrictions covers all of the lots in all of the blocks of Yellowstone Club Estates, Sixth Filing; and

WHEREAS, the Second Amendment to Declaration of Restrictions of Yellowstone Club Estates (First, Second, Third, Fourth, and Sixth Filings) was filed on May 22, 1972 at 11:15 a.m., under Document No. 967690 and recorded in Book 966, Page 782 of the records of Yellowstone County, Montana; and

WHEREAS, the Third Amendment to Declaration of Restrictions of Yellowstone Club Estates (First, Second, Third, Fourth, and Sixth Filings) was filed on June 10, 1981, under Document No. 1200717 and recorded in Book 1228 at Page 728 of the records of Yellowstone County, Montana; and

WHEREAS, the Fourth Amendment to Declaration of Restrictions of Yellowstone Club Estates (First, Second, Third, Fourth, and Sixth Filings) was filed on February 2, 1986, under Document No. 1381997 and recorded in Book 1286, Page 5035 of the records of Yellowstone County, Montana; and



WHEREAS, an Amended and Restated Declaration of Restrictions of Yellowstone Club Estates was filed on July 20, 2015, under Document No. 3746889 of the records of Yellowstone County, Montana (hereafter, the "Declaration"); and

WHEREAS, the owners of lots in the Yellowstone Club Estates Subdivision, pursuant to Article VI, Section 3 of the Declaration, have voted to amend the Declaration in part as follows:

AMENDMENT

1. **Revised Height Restrictions.** Section 2 of Article II is deleted in its entirety and replaced with the following:

The height of a building shall not exceed twenty feet (20'). The height shall be measured from the highest point of the finished grade where it meets the building to the highest point of the building roof. See elevation attached as Exhibit "A" hereto. The YCEOA Board may grant adjustments if conditions warrant.

2. **Rental Restriction.** Article II is amended to add new Section 31 as follows:

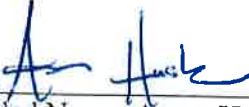
Short Term Rentals. No property in the Association may be rented or leased for a period less than thirty (30) days. Property within the Association may be leased only for residential uses. The term "residential purposes" as used herein shall be construed to exclude all commercial or retail uses, AirBNB and VRBO (or similar) rentals, duplex houses, apartment houses, and any other multiple dwelling houses.

Except as specifically amended herein, the terms and conditions of the Declaration shall otherwise remain in full force and effect.

The YCEOA has obtained the consent to this First Amendment to Amended and Restated Declaration of Restrictions from at least a majority of the Members of the Association as set forth in Article VI, Section 3 of the Declaration.

IN WITNESS WHEREOF, the YCEOA has executed this Declaration the day and year first written above.

YELLOWSTONE CLUB ESTATES
OWNERS ASSOCIATION, INC.

By: 
Printed Name: Aaron Huseth
Title: President

[Handwritten Signature]
By: _____
Printed Name: Trenay Hart
Title: Secretary

STATE OF MONTANA)
 :SS.
County of Yellowstone)

On this 18th day of May, 2022, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Aaron Huseth, known to me to be the President of the Association, and acknowledged to me that he executed the within instrument on behalf of said company, having first been authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

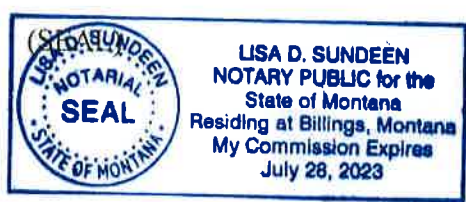


[Handwritten Signature]
Printed Name: Lisa D. Sundeen
Notary Public for the State of Montana
Residing at: Billings, MT
My Commission Expires: July 28, 2023

STATE OF MONTANA)
 :SS.
County of Yellowstone)

On this 16th day of May, 2022, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Trenay Hart, known to me to be the Secretary of the Association, and acknowledged to me that she executed the within instrument on behalf of said company, having first been authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.



[Handwritten Signature]
Printed Name: Lisa D. Sundeen
Notary Public for the State of Montana
Residing at: Billings, MT
My Commission Expires: July 28, 2023

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