

JETTE LAKE LANDOWNERS' ASSOCIATION
AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS

(As Of May 17, 1997)

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THIS AMENDED AND RESTATED DECLARATION is made as of this 17th day of May, 1997, by the persons listed on Attachment I hereto, hereinafter called "Declarants".

Declarants make this Amended and Restated Declaration upon the basis of the following facts and intentions:

WHEREAS, the Declarants are owners of the real property located in Lake County, Montana, as described on Exhibit A hereto and incorporated herein by reference thereto, such property being hereinafter referred to as the "Property";

WHEREAS, the Property has been subdivided and developed in accordance with a Declaration of Protective Covenants dated June 17, 1974, as recorded on July 30, 1974, under Microfile Number 218068, in the records of Lake County, Montana; as amended May 2, 1987, and filed on October 22, 1987, under Microfile Number 308660, in the records of Lake County, Montana; as amended May 15, 1993, and recorded on May 17, 1993, under Microfile Number 347507, in the records of Lake County, Montana; and as further amended May 17, 1997, and recorded on May 19, 1997, under Microfile Number 29-381889, in the records of Lake County, Montana;

WHEREAS, title to the Common Area (as hereinafter defined) was previously transferred to Jette Lake Landowners' Association as filed on October 22, 1987, under Microfile Number 306255, in the records of Lake County, Montana;

WHEREAS, Class B voting membership has ceased to exist and be outstanding in accordance with the provisions of the Declaration as previously recorded and there is presently only one class of voting membership outstanding;

WHEREAS, the Declarants desire to make such other changes, revisions and amendments to the Covenants that they deem to be in the best interests of the Property and the owners thereof;

NOW, THEREFORE, Declarants hereby declare that the Property shall be held, sold, conveyed, encumbered, used, occupied and improved subject to the following easements, restrictions, covenants and conditions, which were originally set forth in furtherance of a plan for subdivision, improvement and sale of said Property and were established and are hereby amended for the purpose of enhancing the value, desirability and attractiveness of the Property and every part thereof. All of the easements, restrictions, covenants and conditions shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall be for the benefit of each owner of any portion thereof and inure to the benefit of and be binding upon each successor-in-interest of such owners.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean Jette Lake Landowners' Association, its successors and assigns.

Section 2. "Common Area" shall mean all real property 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. The Common Area owned by the Association is described as Jette Lake and the adjoining area described on Exhibit B hereto and incorporated herein by reference thereto.

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 owner, 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 of an obligation.

Section 6. "Immediate Family" shall mean husband, wife, son, daughter, father, mother, or household member.

Section 7. "Capital Improvements" shall mean and refer to any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or Water System on the Property, including fixtures and personal property related thereto.

Section 8. "Board" shall mean the Board of Directors of the Jette Lake Landowners Association.

Section 9. "Water System" or "Jette Lake Water System" shall mean and refer to the community wells located on the Property, including but not limited to the wells and pumps, pump houses, water storage facilities, water lines and all rights-of-way and easements incident to the effective operation thereof, as administered by the Board.

Section 10. "Water Master" shall mean and refer to the individual or individuals appointed by the Board to service and maintain the Water System, or the Board itself if there is not an acting Water Master.

Section 11. "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' Easements 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 space which shall include but not be limited to the following:

1). All water craft used by Owners shall have the Owner's Lot number permanently and visibly displayed. Water craft shall not be stored on the right side of the dock in the swimming area.

2). Catch limits and fishing regulations shall be set by the Board and posted as required.

3). Fishing shall be closed from March 1 to May 15.

4). Owners shall be responsible for providing adequate supervision of children playing in or near the lake and all children under ten (10) years of age must wear life jackets when in a water craft.

5). A "JLLA" vehicle sticker shall be displayed on the windshields of Members' cars parked in any of the lake-side parking sites.

6). Adult guests of Owners shall be required to carry a "guest card" when using the Common Area without the Owner being present.

7). Owners shall be responsible for compliance with all State of Montana boating regulations.

8). No motorized vehicles shall be used on the Common Area, including but not limited to motorcycles, snowmobiles, gasoline motors on water craft and all-terrain vehicles; provided, however, that the use of motorized equipment on the Common Area shall be permitted for maintenance purposes with the approval of the Board.

9). Camping on the Common Area shall be prohibited.

10). 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.

11). Owners shall be responsible for themselves and their guests with respect to their use and clean-up of the Common Area. Use of the lake and Common Area for large gatherings (20 or more persons) shall require prior approval of the Board.

c. 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; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

d. 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%) of all Owners entitled to vote 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 Lot, or bona fide house guests of any of the above.

Section 3. Rights-of-Way and Easements. Each Lot and Common Area shall be subject to such rights-of-way and easements as may be granted to the Association for installation and maintenance of the Jette Lake Water System and other utilities, and construction zones. Installations for utility lines shall be underground.

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 tax roles of local and state governments.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall 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.

ARTICLE IV

MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- a. Annual Assessments or Charges; and
- b. Special Assessments for Capital Improvements.

Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot and any improvements thereon against which each such assessment is made.

Section 2. Purpose of Annual Assessment. 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 the water system and wells on the Property, for stocking Jette Lake with fish 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 shall be \$100, consisting of \$50 annual property assessment and \$50 annual water assessment. The maximum annual assessment per Lot may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Members. The amount of each annual assessment, and the allocation thereof between property and water, shall be fixed by the Board.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized in Section 3 above, the Association may levy a special assessment 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 of the Members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 of this Article IV 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 Members, either in person or by proxy, entitled to cast one-third (1/3) of all votes shall constitute a quorum. The meeting may be adjourned at any time, whether or not a quorum is present, for a period not to exceed sixty (60) days from the date set for the original meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected in full on billing or in accordance with the terms stated in the billing.

Section 7. Date of Commencement of Annual Assessments. Annual assessments commence as of July 1 of each year. The Board 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 due dates shall be established by the Board. The Board shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Board setting forth whether the assessments on a specified Lot have been paid.

Section 8. 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 an 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 9. 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.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. The Design Review Committee shall consist of three or more persons, all of whom shall be Members of the Association, appointed by the Board. The Design 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 2. Restrictions. No residential or other structure and no fence, wall, garage, out-building or other structure, septic tank or drain-field, walkway, hedge, driveway, antenna 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.

The Design Review Committee shall make a recommendation to the Board with respect to approval or disapproval of such plans and specifications based upon harmony of external design, location in relation to surrounding structures and topography, and the construction and the materials to be used in the construction. In the event that the Board 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 changes from said plan must be resubmitted to the Design Review Committee and the Board for approval prior to construction. Any deviation from said plan shall be corrected to conform with the plan as submitted and approved.

Any exterior structure to be erected in accordance with approval so given must be erected and completed within eighteen (18) months of approval. If any exterior structure is begun and is not completed within eighteen (18) months of approval, and in the judgment of the Board is of offensive or unsightly appearance, the Board 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 any expenditures made in so doing shall be a lien on the Lot and any improvements thereon and may be enforced by an action at law.

Section 3. No Liability. Neither the Association, the Board, 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 V, Section 1 above, or any delays associated with such actions on the part of the Association, the Board or the Design Review Committee.

ARTICLE VI

PROCEDURES FOR IMPROVEMENTS

Section 1. Procedure. No excavation, construction or other improvements of any kind shall commence until the following procedures have been followed and completed:

a. A Lot Plan shall be submitted to the Design Review Committee, which outlines the location of the proposed structure, road or other improvement relative to the Lot lines or boundaries. All driveways and structures must be at least fifty (50) 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.

b. A complete set of exterior elevations and designs shall be submitted to the Design 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 approval of the Board.

c. A water meter shall be required to be installed in all new structures and shall be included in the blueprints. (See Article VIII of this Declaration for Water System requirements.)

ARTICLE VII

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 Review Committee shall have no authority to recommend approval of, and the Board shall have no power to approve any structure failing to at least meet the following minimum standards:

a. No Lot in the subdivision may be used or improved for other than private, residential purposes, and no more than one one-family dwelling shall be erected, placed or maintained on any Lot.

b. 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.

No old buildings or house of any type shall be moved onto any Lot without Board approval,

c. Roofs must blend in with the surroundings and are subject to approval or disapproval by the Board on the recommendation of the Design Review Committee. Reflective, unpainted metal roofing or siding will not be approved.

d. 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 will 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.

e. No structure of a temporary character, including but not limited to trailers, mobile homes or manufactured homes on a permanent metal chassis [see note 2 at the end], set-together or expanding trailer houses or basement, tent, shack, barn or out-building other than as above described shall be constructed, placed or used on any Lot at any time as a residence or otherwise, nor shall any residential structure be occupied until the exterior is completed, the water supply and septic system completed and written approval of the local health authority obtained. No old buildings or house of any type shall be moved onto any Lot.

f. Modular homes are not the same as manufactured homes, which are prohibited in paragraph e. Modular homes are factory-built homes constructed to state, regional, and local codes where the home is located. Modular homes are allowed as single family dwellings constructed on a Lot provided they meet the following criteria [see note 2 at the end]:

- 1). That any modular home is placed on a permanent foundation;
 - 2). That the modular home is connected to septic and water systems;
 - 3). That the modular home qualifies for permanent Farmers Home Administration or Veterans Administration home financing;
 - 4). That the modular home complies with all local and state building, plumbing and electrical codes;
 - 5). That the modular home meets the other requirements of the restrictive covenants of this declaration.
 - 6). Meets building standards of both Housing and Urban Development (HUD) and Uniform Building Code (UBC) [see note 2 at the end].
- g. All construction shall comply with all applicable local and state health, building, plumbing and electrical codes.

Section 2. Use Restrictions. Owners are required to meet the following standards for property and residence use:

a. No Lot in the subdivision or any building or improvement erected thereon shall be used solely for the purpose of any trade, manufacturing, retail or other business of any description. A small business confined entirely within the exterior walls of a primary residence or garage will be permitted. Traffic, pollution, noise, or other disturbance created by any business, sufficient to create a nuisance and/or lower property values, will be cause to terminate such privilege.

b. Plans for improvements on each residential Lot shall provide for off-street parking.

c. No Lot shall be further subdivided in any manner nor shall any property line adjustment result in any Lot being less than 5.0 acres in size, unless deeded to the Association for utilities.

d. No Lot shall be eliminated without the approval of the Board 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 and continue to be a charge against such Lot as if it had not been eliminated.

e. No chickens, swine, poultry, goats, cattle or other livestock shall be raised, kept or cared for on any Lot or on the Common Area, except that riding horses and/or llamas may be stabled and pastured on any said Lot. Horses or llamas must be kept in such manner so as not to overgraze the Lots. [See note 1. at the end].

Dogs, cats and other common household pets may be kept in accordance with the rules of the Association, provided 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 wildlife, or barking dogs left unattended by their Owner for more than twenty-four (24) hours.

f. No signs, billboards, posters or other advertising devices of any kind or character shall be erected or displayed upon any of the residential Lots except Jette Lake signs and signs displayed to identify the occupants of a dwelling or business office, provided that such signs have the approval of the Board.

g. Fences must be well constructed, neat in appearance, well maintained, and have the approval of the Board. New fences on the street side of residences shall not be constructed of barbed wire or chicken wire.

h. No trash, debris, old articles or materials, organic or inorganic waste shall be permitted to accumulate on any Lot or in any street adjacent thereto, so as to constitute a nuisance, but shall be promptly and efficiently disposed of. No vacant or other Lot shall be used as a dump ground or burial pit; provided, however, old articles or materials or other debris may be stored in a building provided and approved for such purpose.

i. Except in an emergency situation when necessary for the preservation of life or property, the discharge of firearms shall be prohibited on any Lot or in the Common Area. Hunting is prohibited.

j. No motorized vehicles or power tools may be used within the Common Area except in connection with maintenance work or as authorized by the Board.

k. Mining, quarrying, excavation, oil drilling or development of any kind shall not be allowed on any Lot or Common Area except for such excavation as may be necessary in connection with the construction or placement of improvements thereon in accordance with this Declaration.

l. No private water wells shall be drilled by any Owner on any Lot; the only water wells permitted on the Property shall be those authorized and maintained by the Association.

m. No pre-commercial or commercial tree cutting is permitted unless it is in conjunction with a thinning operation designed to improve stand health or reduce fire hazard.

1). Pre-commercial Thinning. Live trees less than six (6) 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 Board. All slash must be lopped to within one (1) foot of the ground level or piled and burned within one year of thinning.

2). Commercial Thinning. Live trees greater than six (6) 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 Board. 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.

In the event that any commercial tree cutting proceeds without proper approval from the Board, or if deviations from the approved harvest plan occur, any member of the Board shall notify the Lake County Sheriff to halt such operations. The Association shall have the authority to either (1) levy a \$10,000 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 a 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, whichever is greater. 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 at law.

n. 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.

o. 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.

p. All fires on a Lot must be conducted in accordance with applicable laws and ordinances and must be attended until secure.

q. All Lot Owners shall maintain noxious weed control on their Lot(s) in accordance with the Guidelines provided by the Lake County Weed Control Office. If attempts at control are not made, the Board will have the Lot sprayed, and the cost will be the responsibility of the Owner. Payment will be due thirty (30) days after receipt of the bill. Unpaid bills will be subject to the same collection rules as "Annual Assessments".

ARTICLE VIII

WATER SYSTEM

Section 1. Water System Tie-in. Owners must comply with the following requirements before tapping into the Jette Lake Water System:

a. Confirm with the Board that the right to tap into the Jette Lake Water System has been paid. If the Owner (or a previous Owner) has not paid for this right, then such Owner must make arrangements with the Board for the right to tap in.

b. Arrange with a contractor for the installation of a water line from the main line to the residence or out-building(s).

c. Provide the contractor the specifications set forth below in Sections 2 and 3 and assume responsibility for contractor compliance therewith.

d. Meet with the Water Master and the contractor prior to initiating installation to review the proposed installation. If the Water Master approves the installation, work may start immediately. If the Water Master does not approve the installation, the Water Master will work with the Owner to resolve the problem(s). If the problem(s) cannot be re- solved, the Water Master and the Owner shall meet with the Board to settle the matter. Water service shall not be provided to an Owner until problems are resolved to the satisfaction of the Board and the Water Master.

e. No tap shall be allowed for water used outside the Jette Lake Subdivision.

Section 2. Water Line Installation. The Owner must pay for the initial installation of the water line from the main line tap to the residence and/or out-building(s), including the installation of a backflow valve, pressure reducer or booster pump, if required. The Owner shall be responsible for repairs to the water line between the curb stop and the Owner's residence and/or out-building(s). The Association shall be responsible for maintaining water meters, backflow valves, and the main line including the curb stop. The following minimum requirements must be met when installing a water line:

a. Water lines from the main line to a residence, out-building(s) and/or outside hydrant(s) must pass through a single meter.

b. Piping from the main line to a residence and/or out-building(s) shall be either PVC or copper.

c. Piping must have at least a 160 psi., SDR 21-27 rating.

d. Piping from the main line shall be three quarters (3/4) inch up to 300 feet and one (1) inch over 300 feet.

e. Piping must be buried to a minimum depth of six (6) feet or four (4) feet with sand bedding. The water line from the main line may be in the same ditch with other utilities, provided that the utilities concerned agree.

f. Water lines crossing under a road must pass through a "sleeve" or "conduit" to facilitate future line work with- out ditching across the road. The "sleeve" or "conduit" shall be two (2) inch or larger Schedule 40 PVC or equivalent.

g. All water lines must be inspected by the Water Master before the ditch is back filled.

h. If the elevation of the new water tap is lower than the water storage tank that serves the water tap, a pressure reducer might be needed to keep excessive pressure off the household's water system. Conversely, if the elevation of the new water tap is higher than the water storage tank that serves the water tap, a booster pump will be needed to get water to the household. Consultation with the Water Master is required.

Section 3. Water Meters. The Owner shall be responsible for the initial purchase of a water meter and for the cost of installation thereof. The Association shall be responsible for meter repairs and/or replacement. The following minimum requirements must be met with regard to water meters:

a. All water used by an Owner at the Owner's residence and/or out-building(s) must be metered by a single meter.

b. Meters must be installed so they are accessible for maintenance and/or replacement.

c. Inside meters must be equipped with remote readout devices accessible from outside the building.

d. Badger or Neptune brand meters and associated remote readout equipment must be used. Any deviation must be approved by the Board.

e. Meters may be installed on the Owner's water line immediately downstream of the curb stop or in the Owner's residence or out-building(s).

f. Meters must be installed so they are protected from freezing.

g. Meters must be installed by a licensed plumber or some- one approved by the Water Master. No person, other than those authorized by the Board, is authorized to open, repair or interfere with any meter.

h. Meters and remote readout devices will be tested and calibrated when the Board or the Water Master believe it to be necessary. If testing and calibrating is requested by the Board or the Water Master, the Association shall pay for testing and calibrating. If the Owner requests testing and calibrating, the Owner shall be responsible for the costs associated therewith.

Section 4. Water Rates, Billing and Turn Off/On Service.

a. Those using water from the Jette Lake Water System shall be charged quarterly for water used. Charges shall be based on meter readings applied to rates determined as follows. The Board shall review water rates annually during the first quarter of each calendar year and recommend rates to be applied commencing July 1 of each year. The rates shall be approved by the Association at its annual meeting prior to July 1 of each year.

b. The charge per quarter for non-metered water usage, including suspect meter, no meter, or broken or inaccessible meter shall be the rate established annually by the Board for such usage. Any meter must be made accessible by the Owner within three weeks of notification by the Board. Any attempt to circumvent metering will be cause for automatic invocation of Article IX, Section 1 herein.

c. If a water bill is not paid before the next quarter's bill is mailed, a ten (10) percent per annum penalty will be added. If not paid by the end of the second quarter, the ten (10) percent per annum penalty will continue to accrue and water will be turned off. Water may only be turned back on by an authorized person. A \$50.00 penalty will be charged and there shall be no exceptions.

d. If a house is vacant and the water is turned off at the curb stop, there shall be no water use charge providing it is turned off for the entire quarter (portions of quarters shall not qualify). If the water is not turned off at the curb stop, the minimum quarterly base rate or the actual water rate shall be charged, whichever is greater.

e. To avoid the per quarter minimum usage fee, an Owner may choose to have the water turned off when away for an ex- tended period of time. This may be done only by an authorized person. A reasonable service fee (as set by the Board) shall be charged unless the turn off request coincides with a meter reading visit. Portions of quarters shall not qualify for the exemption from the quarterly minimum usage fee.

f. A reasonable service fee (as set by the Board) shall be charged to connect water service to a Lot unless the connect request coincides with a meter reading visit.

g. The Water Master will read meters at the end of March, June, September and December.

h. An Owner with a renter is responsible for assuring that water fees for the Lot are paid in a timely manner. The Owner shall pay all water bills that are not paid by the Owner's renter on the Lot.

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 VII, paragraph 18b. above, the Board may impose a fine of the greater of \$1,500 or the cost to remedy such violation. Such remedy shall be determined in the sole discretion of the Board. 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 attorneys' 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 Liability. 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 shall remain in full force and effect.

Section 6. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land until July 30, 1999, 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 until July 30, 1999, by an instrument signed by not less than seventy-five percent (75%) of the Owners entitled to vote; provided, however, that Article VII,

Section 1 and Section 4 hereof shall not be amended without the approval of the Board of County Commissioners of Lake County, Montana. Any amendment must be recorded.

Note 1: Change approved at a special meeting January 26, 1998 allows keeping llamas.

Note 2: Change approved at the annual meeting May 19th, 2001 better stated the prohibition against mobile or manufactured homes.

EXHIBIT "A"

A tract of land located in and being a portion of the South One-Half of the South One-Half (S-1/2 S-1/2) of Section 11, the South One-Half of the Southwest One-Quarter (S-1/2 SW-1/4) of Section 12, the West One-Half (W-1/2) of Section 13 and portions of Section 14, Township 23 North, Range 21 West, Principal Meridian Montana, Lake County, Montana, and being more particularly described as follows:

Beginning at the Section corner common to Sections 10, 11, 14 and 15 of Township 23 North, Range 21 West the true point of beginning; thence, N. 00_10'01" W. along the Section line common to said Sections 10 and 11 a distance of 1308.62 feet; thence, N. 89_28'33" E. along the North boundary of the South One-Half of the Southwest One-Quarter (S-1/2 SW- 1/4) of Section 11 a distance of 2682.74 feet; thence, N. 89_37'25" E. along the North boundary of the South One-Half Southeast One-Quarter of said Section 11 a distance of 2628.34 feet; thence, N. 89_56'54" E. along the North boundary of the South One-Half Southwest One-Quarter of said Section 12 a distance of 805.91 feet to a point on the Westerly boundary of U.S. Highway No. 93; thence, the following two (2) courses along said Highway right-of-way: S. 26_17'53" E. 2749.15 feet to a point on a tangent curve; thence, Southeasterly along said tangent curve being concave to the Southwest and having a radius of 5637.38 feet a distance of 990.00 feet; thence, running S. 24_48'04" W. and leaving the right-of-way of said Highway a distance of 1086.87 feet; thence, S. 51_52'29" W., 2853.90 feet; thence, West, 700.00 feet; thence, N. 31_26'39" W. 591.75 feet; thence, N. 03_00'28" E., 832.02 feet; thence, S. 79_03'56" W., 1542.31 feet; thence, N. 78_56'33" W., 1500.00 feet; thence, N. 23_54'39" W., 677.51 feet; thence, N. 34_38'18" W., 200.00 feet; thence, N. 88_33'39" W., 685.72 feet to the One Quarter Section-corner common to Sections 14 and 15, Township 23 North, Range 21 West; thence, N. 00_4'29" E. along the Section line common to said Section 14 and 15 a distance of 2651.67 feet to the true point of beginning. Containing 824.85 acres and all according to Certificate of Survey #2278 on file in the Lake County Clerk and Records Office.

EXHIBIT "B"

Lot Fifty-Five (55) of JETTE LAKE, a subdivision on file and of record in the office of the Clerk and Recorder of Lake County, Montana.