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RESTATED DECLARATION OF COVENANTS FOR THE COMMUNITY OF GLASTONBURY

THIS RESTATED DECLARATION OF COVENANTS FOR THE COMMUNITY OF GLASTONBURY is made effective as of the 26th day of September, 1997, as an amendment to the Declaration of Covenants for the Community of Glastonbury, in its entirety, with the written consent of CHURCH UNIVERSAL AND TRIUMPHANT, INC. (the predecessor "Grantor") and GLASTONBURY LANDOWNERS ASSOCIATION, INC. (the successor "Grantor") and the affirmative written vote and consent of the owners (including the Grantors) of at least fifty percent (50%) of the parcels described on Exhibits "A" and "B" attached to the Declaration of Covenants, together with any additions thereto, with respect to the following facts and circumstances:

WHEREAS, the Declaration of Covenants for the Community of Glastonbury (hereinafter referred to as the "Declaration of Covenants") was originally recorded in the Office of the Park County Clerk and Recorder on December 16, 1982 in Roll 41 at Pages 1042-1078; and

WHEREAS, several amendments to the Declaration of Covenants (hereinafter collectively referred to as the "amendments") were duly made and respectively recorded in the Office of the Park County Clerk and Recorder in Roll 43 at Pages 616-618, Roll 45 at Pages 930-933, and Roll 90 at Pages 1208-1234; and

WHEREAS, several additions to the Declaration of Covenants (hereinafter collectively referred to as the "additions") were duly made and respectively recorded in the Office of the Park County Clerk and Recorder in Roll 45 at Pages 989-993, Roll 62 at Pages 620-624, Roll 66 at Pages 1117-1121, Roll 67 at Pages 27-33, Roll 71 at Pages 69-73, and Roll 71 at Pages 1171-1176; and

WHEREAS, an Assignment of Declaration of Covenants (hereinafter referred to as the "First Assignment") was executed by ROYAL TETON, LTD. and accepted by CHURCH UNIVERSAL AND TRIUMPHANT, INC. on December 30, 1986, which First Assignment assigned, transferred and conveyed all of the rights, interests, title, powers and responsibilities of ROYAL TETON, LTD. as the "Grantor" under the Declaration of Covenants, together with all amendments and additions thereto, to CHURCH UNIVERSAL AND TRIUMPHANT, INC., and was recorded in the Office of the Park County Clerk and Recorder on December 31, 1986 in Roll 59 at Pages 724-727; and

WHEREAS, a second Assignment of Declaration of Covenants (hereinafter referred to as the "Second Assignment") was executed by CHURCH UNIVERSAL AND TRIUMPHANT, INC. and accepted by GLASTONBURY LANDOWNERS ASSOCIATION,

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INC. on June 17, 1997, which Second Assignment assigned, transferred and conveyed all of the rights, interests, title, powers and responsibilities of CHURCH UNIVERSAL AND TRIUMPHANT, INC. as the "Grantor" under the Declaration of Covenants, together with all amendments and additions thereto, to GLASTONBURY LANDOWNERS ASSOCIATION, INC., and was recorded in the Office of the Park County Clerk and Recorder on June 26, 1997 in Roll 122 at Pages 534-539; and

WHEREAS, Section 2.05 of the said Declaration of Covenants provides the methods and procedures whereby the covenants may be altered, amended, modified, waived, abandoned or terminated in whole or in part; and

WHEREAS, the owners of the property in the Community of Glastonbury have agreed that it would be in the best interests of all parties to create and empower a new self-governing structure through a community landowners association and to make comprehensive amendments to the Declaration of Covenants; and

WHEREAS, the undersigned owners (including the Grantors) of at least fifty percent (50%) of the parcels described on Exhibits "A" and "B" attached to the Declaration of Covenants, together with any additions thereto, wish to alter, amend, modify and supersede the Declaration of Covenants in its entirety through the adoption of the following Restated Declaration of Covenants; and

WHEREAS, the following Restated Declaration of Covenants is intended to alter, amend, modify and supersede the Declaration of Covenants and all amendments and additions thereto in their entirety, including any and all amendments and additions thereto which have occurred prior to the effective date hereof; and

WHEREAS, it is further intended that, after the effective date hereof, the real property which shall be subject to, burdened by and benefited by the Declaration of Covenants as amended herein shall be as described on Exhibits "A" and "B" attached hereto, which exhibits are hereby incorporated herein by reference, and that any and all real property previously burdened or benefited by the Declaration of Covenants that is not listed on said exhibits is and shall be released and discharged from any further effect of any of said covenants, except that any existing easements or rights of way contained herein or in any other plats, surveys or deeds shall remain in full force and effect; and

WHEREAS, it is further intended that, after the effective date hereof, the Declaration of Covenants and any amendments and additions thereto shall be of no further force or effect except as continued herein;

NOW, THEREFORE, the Declaration of Covenants is hereby altered, amended, modified and superseded in its entirety to read as follows:

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PREAMBLE

The following Restated Declaration of Covenants is hereby adopted in order that the property hereinafter designated shall be held, transferred, sold, conveyed, used and occupied, SUBJECT TO the following covenants, conditions, restrictions, servitudes, limitations, terms, provisions, liens, charges, regulations, easements, reservations and burdens, each of which shall be deemed to be a covenant running with the land and shall be binding upon all current owners, their heirs, executors, administrators, successors and assigns, and upon all successive owners, lessors or possessors of said property or portions thereof, as hereinafter provided.

SECTION 1. PROPERTY COVERED BY DECLARATION

1.01. **Property Subject to and Burdened by Declaration.** The real property which shall and is hereby declared to be subject to and burdened by the covenants, conditions, restrictions, servitudes, limitations, terms, provisions, liens, charges, regulations, easements, reservations and burdens in this Declaration (hereinafter collectively referred to as the "covenants") is described on Exhibit "A" (referred to herein as "Glastonbury North") and Exhibit "B" (referred to herein as "Glastonbury South"), attached hereto and incorporated herein by reference. The real property described on Exhibits "A" and "B" shall also include any and all portions, parcels, lots, tracts or other divisions or alterations contained within or segregated from any of the property specifically identified on said exhibits, whether created before or after the effective date hereof.

1.02. **Property Benefited by Declaration.** The real property which shall and is hereby declared to be benefited by the covenants in this Declaration is described on Exhibits "A" and "B" attached hereto and incorporated herein by reference. The real property described on Exhibits "A" and "B" shall also include any and all portions, parcels, lots, tracts or other divisions or alterations contained within or segregated from any of the property specifically identified on said exhibits, whether created before or after the effective date hereof.

1.03. **Additional Property.** The Glastonbury Landowners Association, Inc. (herein referred to as the "Association") shall have the exclusive right, at its option and at any time in the future, to add and subject additional property to any or all of the covenants in this Declaration, or any amended versions thereof, by executing and recording an instrument in writing describing any property owned by the Association to be added, or by executing and recording a written agreement between the Association and the owner(s) describing the property to be added to the covenants. Said property must be located adjacent to or no more than one mile from property that is already subjected to these covenants. When added, said additional property shall become burdened by and shall receive the benefit of the covenants as provided in the written instrument or agreement.

1.04. **Property Withdrawn from Declaration.** The Association shall have the right, at its option and at any time in the future, to withdraw any property from the covenants in this Declaration, by executing and recording an instrument in writing describing any property

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owned by the Association to be withdrawn, or by executing and recording a written agreement between the Association and the owner(s) describing the property to be withdrawn from the covenants. When withdrawn, said property shall cease to be burdened by or to receive the benefit of the covenants as provided in the written instrument or agreement, except that any existing easements or rights of way shall remain in full force and effect unless expressly cancelled or extinguished.

SECTION 2. NATURE AND EFFECT OF COVENANTS

2.01. **Covenants Running with the Land.** Each and every covenant, condition, restriction, servitude, limitation, term, provision, lien, charge, regulation, easement, reservation and burden mentioned in this Declaration shall be deemed and is hereby declared to be a covenant running with the land.

2.02. **Additional Force and Effect.** In addition, each provision in this Declaration shall also be interpreted in the light of its express language, context and intent, and shall be given additional legal force and effect as defined by state law as a condition, restriction, servitude, limitation, lien, charge, easement or reservation, as is appropriate, running with the land.

2.03. **Binding Effect.** The covenants within this Declaration shall and are intended to be binding and enforceable as hereinafter provided. Upon authorization of the Association's Board of Directors in each instance, the Association shall have the right of ingress, egress and inspection upon and of each parcel, excluding the interiors of dwellings, at reasonable times and with reasonable notice of at least seven (7) days for the purpose of insuring compliance herewith.

2.04. **Duration of Covenants.** The covenants in this Declaration shall continue in full force and effect for a period of twenty years from the effective date hereof, at which time they shall be automatically extended for successive periods of ten (10) years each unless terminated or modified by the affirmative vote of at least fifty-one percent (51%) of the Membership Interests of the Association in good standing at the time. Any such vote shall be conducted in accordance with the bylaws and rules of the Association. The president and secretary of the Association may certify the results of such vote on behalf of the Association and its members in any instrument to be filed of record for the purpose of terminating or modifying the covenants.

2.05. **Amendments to Covenants.** The covenants in this Declaration may be altered, amended, modified, waived, abandoned or terminated in whole or in part at any time by the affirmative vote of at least fifty-one percent (51%) of the Membership Interests of the Association in good standing at the time. Any such vote shall be conducted in accordance with the bylaws and rules of the Association. The president and secretary of the Association may certify the results of such vote on behalf of the Association and its members in any instrument to

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be filed of record for the purpose of altering, amending, modifying, waiving, abandoning or terminating the covenants in whole or in part.

2.06. **Adoption of Land Use Master Plan.** The Glastonbury Land Use Master Plan (hereinafter referred to as the "Master Plan") may be adopted, altered, amended or terminated at any time by the affirmative vote of at least fifty-one percent (51%) of the Membership Interests of the Association in good standing at the time. Any such vote shall be conducted in accordance with the bylaws and rules of the Association. The president and secretary of the Association may certify the results of such vote on behalf of the Association and its members in any instrument to be kept or filed of record for the purpose of adopting, altering, amending or terminating, or providing notice of the adoption, alteration, amendment or termination of, the Master Plan. When adopted, the Master Plan shall have the force and effect of the covenants in the regulation of land uses, development and growth in the Community, and shall be enforceable by the Association to the same extent as if set forth fully herein. Any portion of these covenants and any rule or regulation derived from these covenants may be incorporated into the Master Plan or may continue to exist independently of the Master Plan and shall be given full force and effect.

2.07. **Rule Making.** The Association shall have the authority to adopt reasonable rules and regulations which are consistent with the intent and enabling provisions of these covenants or the Master Plan. Said rules and regulations shall be enforceable by the Association to the same extent as if set forth fully herein. All existing rules and regulations adopted or amended prior to the effective date hereof in accordance with the original Declaration of Covenants, and all rulings or conditions of approval made pursuant thereto prior to the effective date hereof, shall continue to remain in full force and effect, to the extent not inconsistent with this Restated Declaration of Covenants, until repealed, superseded or amended by the Association. Any references in any such existing rules or regulations to predecessors-in-interest of the Association or to any officers, boards or committees of such predecessors shall be deemed to pertain to the Association or to officers, boards or committees of the Association, respectively.

2.08 **Recordation.** Any ownership, title, agreement, instrument or document specified or required in this Declaration of Covenants to be of record or to be recorded or filed of record shall be found of record or shall be recorded and/or filed of record in the Office of the Park County Clerk and Recorder, Livingston, Montana.

2.09 **Effective Date.** This Restated Declaration of Covenants shall become effective upon execution and recordation in the Office of the Park County Clerk and Recorder.

SECTION 3. DEFINITIONS AND SHORT NAME REFERRALS

As used in this Declaration, the following words, phrases and terms shall have the following definitions, meanings, synonyms and intent:

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3.01. **Association.** Glastonbury Landowners Association, Inc., a Montana nonprofit corporation, its successors and assigns.

3.02. **Apartment.** A building that contains two or more dwelling units for rent or lease, exclusive of any condominiums.

3.03. **Certificates of Survey of the Community.** Certificates of Survey Nos. 615-A, 616-A, 883, 892, 895, 981, 1173 and the Golden Age Village at Glastonbury North mobile home park plat, all of which are on file or of record in the Office of the Park County Clerk and Recorder, containing some or all of the real property described on Exhibits "A" and "B", attached hereto and incorporated herein by reference; together with (1) the certificates of survey or plats for any property which is added to Exhibits "A" and "B" subsequent to the effective date hereof, and (2) the certificates of survey or plats for any and all portions, parcels, lots, tracts or other divisions or alterations contained within or segregated from any of the property specifically identified in Exhibits "A" and "B", whether created before or after the effective date hereof.

3.04. **Common Use Land.** Land owned or acquired by the Association upon which a nonexclusive easement running with each parcel in the Community has been or is granted to each Landowner for recreational purposes. The Association shall retain ownership of and the right to use the land in accordance with the Master Plan.

3.05. **Community.** The Community of Glastonbury.

3.06. **Community of Glastonbury.** The real estate described on Exhibits "A" and "B", attached hereto, together with all additions thereto after the effective date hereof.

3.07. **Condominium.** A form of ownership with right of conveyance of a dwelling unit in a multiple-unit project with the land and all other parts of the project held in common ownership or use with the owners of all of the dwelling units, exclusive of any apartments.

3.08. **Cottage Industry.** An industry whose labor force consists primarily of family or communal units working at home.

3.09. **Covenants.** Covenants, conditions, restrictions, servitudes, limitations, terms, provisions, liens, charges, regulations, easements, reservations and burdens contained within this Restated Declaration of Covenants.

3.10. **Declaration.** The within Restated Declaration of Covenants and all amendments thereto, after the effective date hereof.

3.11. **Development.** The Community of Glastonbury.

3.12. **Dwelling Unit.** A structure or portion of a structure, normally consisting of

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living area, bathroom and cooking facilities, designed for occupancy by a single family. The term includes a boarding house but not the individual living rooms within a boarding house that do not contain a bathroom and cooking facilities.

3.13. **Glastonbury.** The Community of Glastonbury.

3.14. **Glastonbury North.** Part of the Community of Glastonbury, being that property described on Exhibit "A" attached hereto, together with all additions thereto after the effective date hereof.

3.15. **Glastonbury South.** Part of the Community of Glastonbury, being that property described on Exhibit "B" attached hereto, together with all additions thereto after the effective date hereof.

3.16. **Landowner.** The record owner(s) of a parcel or condominium in the Community, including any purchaser(s) of record under a contract for deed or similar agreement. The term shall include the record owner(s) of a life estate or an estate for years for an original term of at least fifty-five (55) years in a parcel. Insofar as any ownership, voting or membership rights, privileges, duties and responsibilities provided for in this Declaration are concerned, the term shall not include the Association or the owner(s) of any unvested reversionary or remainder interest(s).

3.17. **Master Plan.** The Glastonbury Land Use Master Plan which is intended to direct the future growth and development of the Community, including all amendments thereto.

3.18. **Member of the Association.** A person, firm or corporation that is a Landowner and has become registered with the Association.

3.19. **Member of the Association in Good Standing.** A member of the Association that is current in the payment of all assessments to the Association and is not in violation of these covenants. A member in good standing is qualified to vote as provided herein and in the bylaws and rules of the Association.

3.20. **Membership Interest.** A Membership Interest consists of the rights, privileges, duties and responsibilities of membership in the Association and runs with title to the property in the Community owned by every Landowner. Each of the following separate units of property, whether held by one or more than one Landowner, shall constitute a separate and distinct Membership Interest that is entitled to one (1) vote and with such voting and other rights and privileges and with such duties and responsibilities as are set forth herein and in the bylaws and rules of the Association:

a. A parcel;

b. An undivided tenancy-in-common interest in a parcel existing as of the effective date hereof, whether owned individually or in joint tenancy; and

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c. A condominium unit.

3.21. **Minerals.** Oil, gas, coal, hydrocarbons, minerals, geothermal water and energy, gravel, sand, rock, dirt, and all other placer and hardrock mineral deposits of any sort whatsoever.

3.22. **Parcel.** A division of the real property comprising the Community as shown on the Certificates of Survey therefor, or any legally segregated and approved portion, parcel, lot, tract or division thereof, which is or becomes subject to the covenants of this Declaration. The term "parcel" does not include any unplatted lots within the Golden Age Village at Glastonbury North mobile home park.

3.23. **Platted Road Easements.** Easements which are shown on the Certificates of Survey of the Community and generally labeled as "private access and public utility easement."

3.24. **Structure.** Any construction, building, dwelling, tower, shed, basement or enclosure with a roof, whether above or below ground, including parts of and additions to such structures.

SECTION 4. AGRICULTURAL COVENANTS

4.01. **In General.** In general and except as limited herein, agricultural usage of land is to be encouraged and promoted.

4.02. **Landowners' Animals.** Landowners desiring to raise or keep animals of any kind, including dogs and pets, must restrain them within their own land to insure that they will not trespass on other parcels or adjoining roads or land. Landowners are solely responsible to insure that none of the animals kept on their land shall harass or threaten humans, livestock or wildlife or shall cause a nuisance of any kind. Landowners are not entitled to use land owned by the Association, common use land, road easements or any other land not owned by them for the grazing of livestock without permission of the owner thereof. Landowners are solely responsible to maintain and keep fences, gates and cattleguards on their property in good working condition and repair in accordance with state law.

4.03. **Swine.** No swine of any kind may be kept on any parcel in the Community.

4.04. **Feed Lots.** Commercial feed lots, fertilizer plants and the like may not be operated or allowed on any parcel, due to associated odors, dust, noise, disease, etc.

4.05. **Weed and Vermin Control.** Landowners are responsible to make reasonable efforts to control and prevent the spread of noxious weeds and vermin from their property.

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SECTION 5. RULES OF HEALTH, SAFETY, NUISANCE AND LAND USE

5.01. **Laws, Ordinances and Regulations.** Each Landowner shall abide by and obey all laws, regulations, rulings and ordinances lawfully enacted by the State of Montana or any political subdivision thereof, including Park County, and including, but not limited to, fire, health, safety and sanitary laws and regulations; except that a Landowner may in good faith vigorously challenge the legality of any such law which he believes to be unlawful or unconstitutional.

5.02. **Fire Rules.** The following fire rules shall be binding upon every parcel and are the responsibility of each Landowner:

a. When the U.S. Forest Service or other public agency fire danger designation for the area is high, outdoor fires shall be burned only in an enclosed facility or receptacle having a properly operating and approved spark screen;

b. All fireplaces, whether inside a building or outdoors, shall have an approved spark screen covering the top of the chimney;

c. Chimneys and wood-burning-stove flues shall be cleaned regularly to reduce the hazard of house fires;

d. Any condition which creates a fire hazard shall not be permitted on a parcel. It is recommended that all structures be surrounded with an adequate fire-break;

e. A Landowner shall be liable to any damaged party for any negligently caused fires escaping from his parcel, except for those fires caused naturally by "act of God" or by an instrumentality outside of his control, such as lightning or a shorting power line crossing his property, etc.; and

f. All open fires or burning must be in compliance with applicable laws and regulations. Permits shall be obtained by Landowners when required.

5.03. **Sewage Disposal.** Each Landowner shall dispose of domestic sewage in a manner approved by the Association and any public health authorities with jurisdiction, including the Park County Health Department. No outhouses shall be allowed except as permitted by county and state regulations.

5.04. **Refuse Disposal.** All refuse, rubbish, trash, garbage and waste shall be kept, disposed of or regularly removed in a sanitary manner. Refuse shall not be allowed to accumulate so as to cause odor or unsightliness.

5.05. **Nuisances and Eyesores.** Nuisances and eyesores shall not be allowed. It shall be in the Association's discretion and authority to determine what a nuisance or an eyesore is and to require removal, correction or abatement by the Landowner upon the giving of

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reasonable notice as provided in Section 10.02. Specifically, the following conditions shall not be allowed on parcels within the Community:

a. Abandoned trailers, mobile homes and other structures, junk (inoperative or unregistered) cars and equipment, scrap piles, brush piles, etc., in open view of platted roads and other parcels or land; and

b. Noxious odors, excessive noise or vibration, nuisances or other annoyances which, in fact, are infringing upon another's quiet use and enjoyment of his land.

5.06. **Industry and Mining.** "Industrial" activity, strip mining, quarrying, excavating and other activities which produce smoke or chemical wastes, pollute water and air or tend to degrade the environment shall not be allowed in the Community, except for minor activities in connection with the building of structures and improvements on a parcel or as is otherwise approved by the Association from time to time.

5.07. **Commercial Activity.** It is the intent of these covenants that the Community of Glastonbury should be a predominantly rural/residential community that allows for the reasonable and productive exercise of free enterprise by its residents, and which both encourages future orderly growth and protects valuable rural and residential land qualities. The restrictions on commercial activity shall include the following:

a. Such activity may not be a nuisance or an eyesore;

b. Commercial business activity other than that contained within a dwelling unit must be concealed by fence, wall, landscaping, shrubs, land berms or the like as required by the Association from time to time;

c. Signs may be erected only as allowed by Section 6.04 or as otherwise permitted by the Association;

d. Adequate off-street parking must be provided as defined by the Association or in the Master Plan;

e. The Association may establish setback requirements for commercial structures from time to time that are substantially in excess of those required by Section 6.02 in order to prevent the unsightly accumulation of commercial establishments along platted roads and boundary lines in a predominantly rural/residential community;

f. Bars, lounges, liquor stores, stills, and the production, sale, service or use of tobacco products, liquor, wine, beer or other alcoholic beverages in commercial establishments shall not be permitted;

g. Adult bookstores and the sale or display of pornographic literature or materials shall not be permitted;

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h. Establishments which provide, feature, or allow gambling, nude dancing, stripping, pornographic or X-rated films, lewdness or any illegal activity shall not be permitted, and the Association shall have the discretion and authority to require that any such commercial activity be terminated; and

i. Additional restrictions upon or regulation of commercial activity shall be as set forth in the Master Plan.

5.08. **Cottage Industry and Light Manufacturing.** Nothing stated herein shall prevent a Landowner from carrying on cottage industries, home occupations, home businesses, professions, warehousing and activities of light manufacturing located in a Landowner's dwelling or auxiliary buildings which produce no substantial sound, odor or vibration such as to be a nuisance to others and which are not in violation of any other provision of these covenants.

5.09. **Institutional Activity.** Institutional and quasi-public activities, improvements and structures, such as schools, churches, hospitals, museums, libraries, fire stations, community centers and services, etc., shall be allowed as provided in Section 6.01, and otherwise only in accordance with the Master Plan. However, nothing provided herein shall prevent Landowners from conducting lawful religious, educational and charitable activities with their own families and guests on their own property or from erecting and maintaining private chapels and shrines thereon.

5.10. **Live Timber.** Except as provided below, natural live timber may not be commercially harvested or cut without the approval of the Association.

a. Certain parcels may be evaluated by the Association as being "moderately" or "heavily" timbered. Trees may be cut for firewood, fencing or building structures on these parcels only--however, no more than thirty-three percent (33%) of the original amount of timber on a given parcel may be cut. Deadfall, standing dead and diseased trees shall be cut before healthy living trees. Trees native to a parcel may not be commercially harvested or cut for commercial firewood and hauled away.

b. Trees may be cut and removed on any parcel in small quantities in order to clear sites for construction, roadwork and farming.

c. Trees may be planted, grown and then commercially harvested by a Landowner on any parcel.

5.11. **Surface Water Use.** Except for any existing surface water rights and permits as of the effective date hereof, Landowners may not newly appropriate or use the surface water on a parcel without the prior approval of the Association. All appropriations and use of surface water shall be in accordance with state law and shall be subject to all prior valid rights.

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5.12. **Subsurface Water Use.** Landowners are entitled to appropriate and use subsurface water by drilling wells in accordance with state law.

a. Spring development may only be made with the approval of the Association and must be made from an underground water source or aquifer, or at the point of discharge, from within the parcel. Others may have already appropriated and reserved certain spring water or spring-fed surface water for irrigation, stock water, and other uses. Such spring water may not be appropriated or used by a Landowner without approval of the owner(s) of such water rights.

b. If the Association determines that a scarcity of water exists, it may implement a water-use plan to remain in effect for the duration of the scarcity. In such an event, a use priority shall be given to the necessities of life, and all Landowners shall be required to abide by the terms of such a plan.

c. Any parcel in the Community which does not have sufficient ground water available to supply the needs of at least one dwelling (a "dry parcel") may, as a matter of right, obtain ground water from the most appropriate neighboring parcel. To establish such a right, the Landowner of the dry parcel must have tried and failed to drill a well on his own parcel through a commercial driller at least two times and must submit the results of a study by a qualified geologist and a dowser's report, if requested, showing the likelihood of no water on his parcel and the likely location of ground water on a neighboring parcel. The Association shall arbitrate any disagreements between the Landowners of a dry parcel and a neighboring parcel in the allocation of ground water, and its decision shall be final and binding. In addition, the Landowner of the neighboring parcel to be used shall have the option of:

i. Sharing his existing well or a planned common well with the dry parcel; or

ii. Requiring the Landowner of the dry parcel to drill his own well, which well must be located as close as is reasonably possible to the common boundaries of the parcels or in a location preferred by the owner of the neighboring parcel.

If a common well is shared, the Landowner of the dry parcel must pay his fair share of all reasonable expenses incurred in the establishment of such well and all costs associated therewith. All necessary and reasonable easements for placing and maintaining any such well and transporting said water to the dry parcel shall be given by the owner(s) of the neighboring parcel.

d. Each Landowner that successfully drills a well is required to provide the Association with a report that states the location, depth, flow, quality and cost of the well. A similar report is required for drilling operations that fail to produce a well. This information will be kept in a well log by the Association for inspection by prospective purchasers and other Landowners.

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5.13. **Mineral Rights and Development.** The original developer of the Community has expressly excepted and reserved all oil, gas, coal, hydrocarbons, geothermal water and energy, and other minerals, together with the mineral and geothermal rights thereto owned by it, and the right to appropriate, extract, develop and use the same. After the effective date hereof, such reservation shall not include the right of surface entry on land not owned by the owner of the mineral rights without the consent of the Landowner. The Association may permissively allow the reasonable noncommercial use of any of the minerals existing within six (6) feet of the surface by a Landowner for use on the parcel owned, provided that such use is reasonable and will not exhaust or denude the property of its mineral resources.

SECTION 6. STRUCTURES AND IMPROVEMENTS

6.01. **Association's Approval.** A site plan and building plans satisfactory to the Association must be submitted by a Landowner to the Association for review and approval prior to beginning construction of any structure, the placing of any mobile home on a parcel or the carrying out of any other project for which review is required by the Master Plan, these covenants or any rule or regulation adopted in accordance therewith. The Association may retain a copy of the said plans in its files. The design of any improvement shall be safe and in accordance with this Declaration and the Master Plan. The Association shall conditionally or unconditionally approve the plans and make any recommendations deemed necessary or advisable, unless:

a. The plans are incomplete, are in violation of or are not in accordance with these covenants, the Master Plan, or any rule or regulation adopted in accordance therewith;

b. The proposed structure is, in the Association's opinion, unsafe, unsound, could pose a menace to the safety and health of other persons, or requires the assistance or input of an engineer; and/or

c. The plan or the proposed structure is unlawful in any way.

The Association's approval of any plans, together with any conditions or recommendations, shall not constitute an acceptance of any liability or an approval of the design, engineering, safety or legality of the structure or project–and the Association is hereby exempted from liability therefor.

6.02. **Setback Requirements.** No structures shall be placed within 25 feet of any parcel boundary line or 15 feet of any easement crossing a parcel, without prior approval of the Association. This applies to buildings and major improvements but not to fences, landscaping, roads, driveways, walks, sprinklers, etc.

6.03. **Utilities.** All electrical and telephone lines, water and sewer pipelines, septic tanks, cisterns, drainfields, gas lines and other utilities installed after the effective date of these

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covenants shall be placed underground. Pipelines and gas lines shall be placed at least 36" beneath the surface. Electric and telephone lines shall be placed at least 12" - 18" beneath the surface, unless adverse geologic conditions require otherwise. Propane or other fuel tanks, windmills, tanks, pumps and the like may be placed above ground. In any event, the installation of all utilities and lines shall be in accordance with the Master Plan and all applicable statutes, regulations, ordinances, rulings and other code requirements in effect at the time of the installation.

6.04. **Signs and Billboards.** The design and location of all exterior signs shall be in accordance with written guidelines adopted by the Association or shall be specifically approved by the Association prior to installation.

6.05. **Mobile Homes.** There are restrictions on the use of mobile homes and trailers in the Community, including, but not limited to, the following:

a. The Association shall enforce rules that require Landowners to provide a roof and exterior facade on mobile homes that are more in keeping with the general character and quality of the Community as defined in the Master Plan, or to conceal them from view from roads and other parcels by landscaping, earth berm, fence, wall, etc. Landowners are encouraged to landscape their parcel and obtain quality mobile homes. Exterior wood or wood-like finishing on mobile homes is preferred.

b. Mobile homes and trailers must also meet any further standards set forth in the Master Plan.

6.06. **Fallout Shelters.** It is the policy of this development to recommend but not require the construction, installation or availability of a fallout shelter underneath, behind, in the basement of or within reasonable proximity to every dwelling or habitation placed upon any parcel.

6.07. **Maintenance.** All structures and improvements, including roads, fences, ditches and agricultural structures, shall be properly maintained and kept in good condition by Landowners so that they are not allowed to become dangerous, unsightly or unsanitary, or to cause a fire hazard.

SECTION 7. RECREATION AND COMMON USE LAND

7.01. **Common Use Land, Easement, Covenants.** Three of the parcels described on Exhibit "B" are hereby designated as "common use land." A nonexclusive, perpetual easement and right-of-way is hereby granted upon said common use parcels described below to each Landowner, concurrently with the sale of each parcel, for recreational purposes under the following terms and conditions:

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a. The parcels affected by this easement are Parcel Nos. 96 and 102 of Certificate of Survey No. 616-A (Glastonbury South) and Tract No. 1 of Certificate of Survey No. 1173 (Glastonbury North);

b. The easement shall be appurtenant to the parcels described on Exhibits "A" and "B" and shall run with the land;

c. The recreational purposes for which the common use land may be used shall include hiking, camping, picnicking, horseback riding, cross-country skiing, fishing and other similar recreational activities approved by the Association for Landowners and their families;

d. Hunting and the discharge of firearms on the common use land are not permitted without authorization from the Association. The Association may or may not permit hunting on the common use land at any time in the future;

e. The cutting of trees, use of motorized vehicles, mining, excavating or other activities which would permanently disfigure, alter, commit waste upon or damage the common use land shall not be permitted without authorization from the Association;

f. No illegal, lewd or offensive activities, loud noises or nuisances, including the use of alcoholic beverages, tobacco or illegal drugs, may be engaged in upon the common use land;

g. Guests may use the common use land only in the presence of a Landowner or members of a Landowner's immediate family;

h. The Association may, from time to time, make additional rules of safety and health and prohibit any activities upon the common use land which in its opinion are not in keeping with the qualities of the Community as defined in the Master Plan;

i. The Association shall retain ownership of the common use land, subject to the above nonexclusive easement and covenants, and the right to use, occupy, develop, improve, grant easements upon or mortgage the land in accordance with the Master Plan; and

j. The Association may in the future erect buildings or improvements upon portions of the common use land for recreational or any other common use purposes consistent with the Master Plan.

7.02. Recreational Access Along Streams. All Landowners in the Community and their families shall have the right to use the area along both sides of portions of Fridley Creek, Dry Creek and Golmeyer Creek for lateral recreational access. A nonexclusive perpetual easement and right of way is hereby reserved for this purpose within twenty (20) feet of the exterior banks along both sides of said creeks, for the use and benefit of Landowners and the Association, under the following terms and conditions:

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a. The parcels affected by this easement are as follows:

(1) Parcel Nos. 2, 3, 5, 6, 7, 8, 9, 10, 15 and 16 of Certificate of Survey No. 615-A (Glastonbury North); and

(2) Parcel Nos. 3, 4, 5, 7, 9, 14, 17, 18, 19, 20, 21, 23, 71, 72, 73, 74, 76, 77, 78, 80, 81, 84, 85, 88, 93, 94, 95, 96 and 97 of Certificate of Survey No. 616-A (Glastonbury South);

b. The easement shall be appurtenant to the parcels described on Exhibits "A" and "B" and shall run with the land;

c. Lateral recreational access shall include foot travel only. No motorized vehicles, horses or other animals shall be allowed without the permission of the owner of the land involved;

d. Parcel owners affected by the easement may place fencing across the easement all the way to and along the creek if a gate or other method of access is provided for persons using the easement; and

e. Lateral access along the easement is for traveling from one place to another and not for use of the premises or the stream bordering the premises, without the parcel owner's permission, except as follows:

Within twenty (20) feet of any parcel boundary line or platted road easement line that intersects or crosses a creek, persons entitled to travel on the easement may use that portion of the easement for fishing in the creek, resting or picnicking; however, there shall be no overnight camping or campfires.

7.03. **Recreational Use of Platted Road Easements.** The platted road easements described in Section 8 and shown on the Certificates of Survey of the Community, outside of improved roadway surfaces for motorized traffic and ditches, may be used by Landowners and their families and guests for recreational travel by foot and horseback throughout the development. Any scenic turnouts or picnic areas placed on the easements by the Association are for the recreational use of all Landowners.

7.04. **Unfenced and Unposted Land.** Landowners and their families shall be entitled to cross any parcel within the Community on foot or horseback in order to gain access to or from common use land or national forest land, so long as the same is unfenced and unposted against trespassers. No parcel shall be used for any other purpose while crossing than for travel as mentioned above, and any person causing any damage while on another's parcel shall be strictly liable therefor. Persons exercising this privilege shall stay well clear of any buildings and improvements. If a parcel is fenced or posted against trespassing it may not be used for any such access or travel, and any violator will be considered guilty of trespassing.

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SECTION 8. ROADS AND EASEMENTS

8.01. Platted Road Easements. The platted road easements are those which are shown on the Certificates of Survey of the Community and generally labeled as "private access and public utility easement." These are private easements for access, utilities and a road system in the Community. A perpetual and exclusive easement and right-of-way is hereby reserved upon, across, over and under the real property shown on Certificates of Survey of the Community and labeled as "private access and public utility easement," for the use and benefit of the Association and Landowners, for the following uses and purposes and subject to the following terms and conditions:

a. The Association and all of the Landowners and their guests have the right to use any of the platted road easements opened by the Association and upon which developed roads and/or trails have been placed;

b. Use of the platted road easements is limited to motorized and nonmotorized vehicular traffic, pedestrian and equestrian traffic, livestock, public utilities, ditches and canals, pipelines, landscaping, fencing, roads, trails, and such other uses and purposes as shall be engaged in or permitted from time to time by the Association or as are otherwise contemplated by these covenants;

c. The Association intends to maintain a private road system within the platted road easements for vehicular access to the various parcels within the Community. Initial construction by the developer(s) was intended to be to a basic gravel and dirt consistency. The Association may designate and define different qualities or levels of road construction and maintenance within the Community (such as residential roads, foothill roads, mountain roads, etc.) according to its limited ability to deal with such conditions as topography, terrain, elevation, native soil and materials, slope, grade, easement location, parcel location, drainage, climate, weather, snow, ice and mud, and limited resources and equipment. The quality, quantity and/or level of road construction and maintenance may be upgraded by the Association at any time. The Association shall have the exclusive discretion and option to give permanent names to any or all of the roads and streets in the Community;

d. Some of the platted road easements on the Certificates of Survey of the Community come to cul-de-sacs and then extend to an exterior Community boundary and terminate. The cul-de-sacs are the intended termination points of the initial road construction program. However, the extensions to Community boundary lines are being reserved for possible future road extensions or additions to the Community, access to other areas, road loops, efficient utility access, etc., and are included within all of the terms and conditions hereof. The Association may elect to open these easements and construct roads upon them at any time in the future;

e. The Association shall from time to time make, alter and enforce rules of health, safety, convenience and conduct on the platted road easements, including, but not limited

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to, speed limits, signals and signs, traffic regulations, weight and size limits, recreational usage, livestock usage, etc.;

f. The Association may provide, maintain and operate security entrances for any of the roads or may dedicate or otherwise designate any of the roads within the Community for public use;

g. The Association's road maintenance responsibility may be assigned or delegated by conveyance or contract to another private party, a municipality, a county or other Landowners in the Community;

h. The Association's road maintenance responsibility is limited by and conditioned upon the Landowners' individual and collective payment of and the aggregate amount of the "annual community assessment" as provided in Section 11, together with its ability to increase the assessment to keep up with inflation or increased costs. The Association is not obligated to provide maintenance or snowplowing in excess of the amount that has been paid by Landowners through the annual assessment;

i. No motor vehicle shall be operated on the platted road easements in the Community except by a person having a valid operator's or driver's license, and all such operations shall be in accordance with any limitations contained in the license; and

j. No Landowner may encroach upon any platted road easement bordering upon, joining or crossing the Landowner's parcel with fences, structures, improvements or any other use inconsistent with this section, except as permitted in writing by the Association.

8.02. **Additional Easements.** The following additional easements and rights-of-way are hereby reserved upon, across, over and under the following described parcels:

a. A perpetual easement and right-of-way for ingress, egress and utilities on an existing road shown and labeled as "approximate centerline of existing road and easement per roll 20 page 154," Parcel Nos. 95, 96 and 97, on Certificate of Survey No. 616-A. Said easement and right-of-way shall be forty (40) feet in width, centered on the approximate centerline of the existing road, and is for the use and benefit of Landowners and the Association; and

b. A perpetual easement and right-of-way in favor of Parcel Nos. 97, 98, 99, 100 and 101 on Certificate of Survey No. 616-A running across Parcel Nos. 97, 98, 99 and 100, to construct and maintain a road for ingress and egress for the owners of these parcels to the areas which comprise the western portions of their parcel(s) for any purpose, including the removal of timber therefrom, from the Community access road described in Paragraph 8.02(a). Said easement is for a single-lane road not to exceed fifteen (15) feet in width. It shall be constructed and maintained at the mutual and common expense of the owners of the parcels benefited. Locked gates may be maintained by the parcel owners to restrict access to persons entitled to use the easement. Before construction and use of the road, the location must be

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approved by each parcel owner and monumented in a reasonable manner. Any disputes relating to this easement between owners of affected parcels shall be arbitrated and resolved by the Association, whose decision shall be final and binding.

8.03. **Effect of Easements.** Unless otherwise provided, each easement established, described or mentioned in this Declaration shall be appurtenant to the land benefited and shall run with the land to which it is appurtenant. No easements shall be in gross unless expressly provided.

8.04. **Parking.** Each parcel shall provide adequate off-road parking consistent with its current usage. The platted road easements shall not be used for parking except in areas designated by the Association.

SECTION 9. SUBDIVISIONS OF PARCELS

9.01. **Subdivisions Allowed, Association's Review.** Parcels in the Community may be further subdivided, subject to the provisions set forth below and the review and written approval of the Association before the completion of any such subdivision. Any attempted sale, transfer, conveyance, lease, filing or recordation of a deed, certificate of survey, plat or other description of a subdivided portion of a parcel without such written approval shall be invalid, void and of no force or effect. The Association will not unreasonably withhold such approval.

9.02. **Subdivision Defined.** A subdivision shall include any division of a parcel into multiple parcels, tracts or lots smaller than the original, a redivision, or any other treatment of a parcel which would fall under the definition of a "subdivision" under state or local laws and regulations--including recreational vehicle parks, mobile home parks and condominium projects.

9.03. **Intent of Review.** The intent of this provision is that the Association shall review each proposed subdivision for consistency with the Master Plan and with this Declaration and to insure proper engineering, surveying, access and plans for providing utilities and at least one feasible building site--so that the divided parcels will be at least up to the same standard as the rest of the parcels in the Community, for the benefit of other Landowners and the future purchasers of divided parcels.

9.04. **Mobile Home Parks and RV Parks.** With the exception of the Golden Age Village and any adjacent expansion thereof not to exceed a total of 125 lots, mobile home parks and recreational vehicle parks shall not be allowed or approved.

9.05. **Condominium and Multi-Dwelling Projects.** Condominium and other multi-dwelling projects, such as apartments, shall be consistent with the Master Plan. Approval will generally not be given for hard-to-reach areas with bad winter conditions or for large-scale projects, except where designated in the Master Plan. Design must be in character with the Community and in good taste.

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9.06. **Review Process.** The Association shall require the submission of an application form, drawing, plat and plans, and any other materials needed to inform itself about the proposed subdivision and to insure quality. Within thirty (30) days after the submission of all required materials, the Association will give the Landowner a written response which may include the following:

a. An unconditional approval;

b. An approval subject to examination of the final Certificate of Survey or other plat;

c. Recommendations for changing or improving the plans for the proposed subdivision;

d. Conditions for approval, such as a requirement that access be constructed, utilities be extended, etc.;

e. A disclaimer by the Association for providing maintenance, utilities or other services which are currently provided to the rest of the parcels, due to a substandard condition; and/or

f. A disapproval based upon failure to meet the minimum standards of the development, inconsistency with the founding principles of the Community or with this Declaration.

9.07. **Standards.** The Association may, from time to time, publish a statement of policies and standards for reviewing proposed parcel subdivisions, which shall include objective criteria upon which all proposed subdivisions will be reviewed.

a. These may include such criteria as minimum parcel size in certain areas, minimum road standards, minimum utility requirements, survey requirements, density, etc.

b. These standards are intended to approximate the minimum standards and concepts originally designed into the Community and any improvements thereto which have been subsequently made and/or set forth in the Master Plan.

These standards may become incorporated into or superseded by the Master Plan at any time.

9.08. **Maintenance of New Roads.** The Association may, but is not obligated to, maintain new private roads at the same level as the original roads in the Community. The Association may agree to accept such a new road for construction and/or maintenance and install and/or maintain utilities upon the payment of a fee from the Landowner dividing the parcel.

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9.09. **Status of New Parcels.** Once a parcel has been divided from an original parcel in the Community, or redivided, with the written approval of the Association, it (and its Landowner) shall be entitled to the same rights and privileges and subject to the same obligations and restrictions as an original parcel. The Landowner of such a divided parcel shall be responsible for paying the same assessments as other original parcels.

SECTION 10. COMMUNITY ADMINISTRATION

10.01. **Association's Authority.** The Association is hereby vested with the discretion and authority to exercise all rights, powers and responsibilities, make all decisions, take all actions, make and enforce all rules and regulations and otherwise do all things in the administration of the Community that are authorized or required in this Declaration of Covenants or by the Master Plan. The Association is the sole administrative authority in the Community and shall exercise its rights, powers and responsibilities and manage its affairs in accordance with its articles of incorporation, bylaws and rules.

10.02. **Enforcement of Covenants.** In the event of any violation of these covenants, the Association or any Landowner may enforce these covenants through proceedings at law and/or in equity against one or more other Landowners, including the seeking of damages and/or injunctive relief, by filing an action in the Park County District Court (Montana Sixth Judicial District); provided, however, that no Landowner shall initiate any such legal proceedings against another Landowner until at least thirty (30) days after mailing or delivering a written complaint of the alleged violation to the Association. During such thirty (30) days, the Association may, but is not obligated to, take action by notifying the Landowner(s) against whom the complaint is made of the alleged violation, initiating its own legal proceedings and/or submitting the complaint to binding arbitration in accordance with the rules of the American Arbitration Association if all parties agree to such binding arbitration.

These covenants shall be enforceable by specific performance. Prior to initiating any legal proceedings to enforce these covenants whether as the result of a complaint or on its own initiative, the Association shall first give written notice and a reasonable opportunity for the alleged violator to take action to comply with these covenants. Such notice shall identify the property, specify the violation or complaint and demand compliance with the terms and conditions of these covenants. Such notice must provide for a period of at least ten (10) days from the date of personal service of such notice, or at least fifteen (15) days from the date of posting and mailing of the same, within which time compliance can be made before any legal proceedings by the Association may be commenced. The Association and representatives of the Association shall not be liable to any person or entity for any actions taken or not taken pursuant to the provisions in this section, and all Landowners shall be deemed to have waived any and all rights to or claims for damages for any loss or injury resulting from any action taken or not taken under the terms and conditions of this section.

Actual costs, expenses and reasonable attorneys' fees incurred in connection with removing, remedying, abating, preventing or prosecuting any violation of these covenants shall

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constitute a claim by the Association or other Landowner(s) initiating such action against the Landowner(s) of a parcel upon which such violation exists or has occurred.

The Association shall be entitled to intervene as a matter of right in any legal proceeding initiated by any Landowner(s) against any other party under this section.

10.03. **Assignment of Association's Rights, Powers and Responsibilities.** The Association may assign or transfer all of its rights, powers and responsibilities as established under this Declaration or under the Master Plan, at any time in the future, to a successor organization.

10.04. **Association Membership.** All Landowners are automatically considered to be members of the Association. Each Landowner agrees to notify the Association in the event of the sale or transfer of any of the Landowner's property in the Community qualifying as a Membership Interest. Each Landowner receiving title to or ownership of any property in the Community qualifying as a Membership Interest agrees to register with the Association by providing the owner's name, mailing address and property description.

SECTION 11. COMMUNITY ASSESSMENT

11.01. **Assessments.** Each present or future Landowner in the Community covenants and agrees to pay to the Association the following described assessments, all such assessments to be fixed, established, and collected from time to time as hereinafter provided. The assessment shall be a charge and continuing lien upon the property interest against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as is hereinafter provided, shall be the obligation of the Landowner when such assessment becomes payable. The obligation to pay assessments shall run with title to the property in the Community being assessed.

11.02. **Purpose of Assessments.** The assessments levied by the Association shall be used for the operation, maintenance, repair and improvement of roads, trails, easements, common use land, security entrances, ditches, canals, drainages, machinery, vehicles, equipment and other facilities serving the Community; for snowplowing; for structures, improvements and added services on the roads and trails, the common use land or elsewhere within the Community which are for the benefit of Landowners; and for such other uses and purposes which are contemplated in these covenants or as are otherwise deemed necessary or desirable by the Association in fulfilling its rights, powers and responsibilities within the Community including, but not limited to, legal fees and costs incurred in enforcing any of these covenants against a Landowner or other party, purchases of machinery, vehicles and equipment needed to carry out the Association's responsibilities hereunder, the hiring and salarying of necessary employees, and capital improvements for administrative, recreational or other Community purposes to promote the common health, safety, recreation, culture, education, welfare and enjoyment of Landowners.

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11.03. Annual Community Assessment. Each Landowner shall pay an annual community assessment (the "annual assessment") to the Association for the uses and purposes described above. The annual assessment covers the period from January 1 to December 31 of each year. Assessment shall be made by written notice to each Landowner of the property interest being assessed. The amount of the annual assessment may be increased or decreased from year to year, at the option of the Association, based upon the amount of work to be done and the estimated or anticipated cost of labor, equipment and materials involved. The initial amount of the annual assessment for the 1997 calendar year is $240 per parcel. The amount of the annual assessment beginning January 1, 1998 shall be as follows:

a. $120 land assessment for each parcel, plus an additional $120 for each undivided tenancy-in-common interest1[1] in excess of one per parcel; plus

b. $120 dwelling assessment for each dwelling unit located on each parcel or owned in association with each undivided tenancy-in-common interest[1] in a parcel; or

c. $240 land and dwelling combined assessment for each condominium unit; or

d. $120 land and dwelling combined assessment for each Golden Age Village lot (whether or not each lot has a dwelling unit located on it).

The annual assessment shall be payable either annually on or before January 31 or quarterly in four equal increments on or before January 31, April 30, July 31 and October 31 of each year. If an annual assessment notice is mailed after January 15 of any year, the annual payment or first quarterly installment shall not be payable until fifteen (15) days after the date the notice is postmarked or personally delivered to the Landowner. The amount of the annual assessment may be increased by the Association due to inflation or increased costs or services up to a maximum of 10% per year or the last annual increase in the Consumer Price Index (CPI)[2], whichever is greater.

11.04. Special Assessments. Special assessments pertaining to the entire Community of Glastonbury or to any limited areas or properties in the Community (including, but not limited to, Glastonbury North or Glastonbury South) may be levied at any time and for any periods by the Association for emergencies, extraordinary capital improvements or repairs,

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[1] A joint-tenancy ownership between a husband and a wife does not constitute two ownerships but is to be treated as either a single ownership of an entire parcel or, if a parcel is owned with other tenants-in-common, as one of the tenancy-in-common interests. In addition, condominium units and Golden Age Village lots are not treated as separate undivided tenancy-in-common ownerships for land assessment purposes

[2] CPI is the Department of Labor Bureau of Labor Statistics Consumer Price Index for "U.S. City Average All Urban Consumers" (1967 = 100).

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or for any other purposes and by any methods upon the affirmative vote of at least two-thirds (2/3rds) of the Membership Interests of the Association in good standing at the time pertaining to the property constituting the area to be affected by the special assessment. Any such vote shall be conducted in accordance with the bylaws and rules of the Association. The president and secretary of the Association may certify the results of such vote on behalf of the Association and the affected members in any instrument to be kept or used for the purpose of providing notice of the special assessment. Special assessments that pertain to any limited areas or numbers of parcels or condominiums that are less than the entire Community of Glastonbury shall be payable only by the Landowners of the property to be affected. The Association shall designate the affected area, property, parcels or condominiums to which a special assessment pertains if other than the entire Community of Glastonbury.

11.05. **Accounting, Allocation and Use of Funds.** The Association shall account for funds paid by Landowners pursuant to any assessment (the "assessment funds") in any manner consistent with its responsibilities and good business practice. Special funds or accounts of any sort may be established by the Association to maintain control and supervision over the assessment funds. Maintenance and repair of roads and snowplowing shall be the first priority for use of annual assessment funds. Allocation and use of the remainder of the annual assessment funds shall be in the discretion of the Association. Special assessments shall be used for the purpose for which they are established. The Association is and shall be a fiduciary in the allocation, application and use of assessment funds. The Association has a duty to perform the responsibilities provided in these covenants to the best of its ability and to the extent that assessment funds reasonably allow. In addition, the Association may establish, maintain and carry over from year to year any reserve funds or special purpose funds for improvements, equipment purchases or for any other purpose pursuant to these covenants. Assessment funds shall be kept or deposited in a special account as provided in the bylaws of the Association.

11.06. **Effect of Nonpayment of Assessment.** If any assessment is not paid by midnight on the date when due, then such assessment shall become delinquent and shall, together with any interest thereon, become a continuing lien on the parcel which shall run with the land. If the assessment remains unpaid for thirty (30) days after such due date, a five percent (5%) penalty will accrue on the amount of the payment due and the assessment shall thereafter bear interest from the due date at the rate of one and one-half percent (1-1/2%) per month, compounded monthly. The obligation to pay any assessment, penalty or interest of the current Landowner of any property in the Community subject to assessment shall not be affected by any conveyance or transfer of title to said parcel unless waived or agreed upon in writing by the Association. The Association may bring an action at law against a Landowner to collect delinquent assessments, penalties and interest and/or to foreclose on the lien against the parcel, and there shall be added to the amount of such assessment the costs of collecting the same or foreclosing the lien thereof, including reasonable attorney's fees.

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SECTION 12. GENERAL PROVISIONS

12.01. **Variances, Waivers.** The Association reserves the right to waive or grant variances to any of the provisions of this Declaration, where, in its discretion, it believes the same to be necessary and where the same will not be injurious to the rest of the Community.

12.02. **Districts.** Each present or future Landowner within the Community shall be deemed to have waived any right to object to the formation of one or more local improvement or service districts which include such Landowner's land, and also to have waived any right to join in any action opposing the formation of such a district. Each Landowner shall be deemed to support the formation and operation of any such district for the mutual protection of Landowners of all parts of the Community. However, no such districts, including special zoning districts established by Landowners' petition, may be established without the written consent of the Association.

12.03. **Severability.** A determination of invalidity of any one or more of the covenants of this Declaration by judgment or court order or decree shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

12.04. **Liability of Association.** The Association shall have no liability for any of its actions or failures to act. In addition, the Association shall have no liability or obligation under this Declaration to any person or entity except such liabilities and obligations as the Association has expressly assumed herein.

12.05. **Titles Not Controlling.** None of the titles, captions or headings to any paragraph or section within this Declaration shall control, limit or expand the meaning thereof. References to "he," "his," or to male gender shall also include the female gender and the neuter gender, where appropriate.

- End -

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Certification of Affirmative Written Votes and Written Consents of Predecessor and Successor Grantors

IN WITNESS WHEREOF, the undersigned, acting as the predecessor and successor Grantors, hereby certify that the owners of at least fifty percent (50%) of the parcels described on Exhibits "A" and "B" attached to the Declaration of Covenants, together with any additions thereto, have given their affirmative written vote and consent to alter, amend, modify and supercede the Declaration of Covenants in its entirety in accordance with the foregoing Restated Declaration of Covenants for the Community of Glastonbury. Specifically, the affirmative written votes and consents representing 74.8% of the owners of such parcels, tabulated in accordance with the requirements of Section 2.05 of the Declaration of Covenants, have been given and are attached hereto and incorporated herein by reference. Accordingly, the undersigned, acting as the predecessor and successor Grantors, hereby give their written consents to alter, amend, modify and supercede the Declaration of Covenants in accordance with the foregoing Restated Declaration of Covenants for the Community of Glastonbury.

CHURCH UNIVERSAL AND TRIUMPHANT, INC.

EDWARD L. FRANCIS, Executive Vice President

GLASTONBURY LANDOWNERS ASSOCIATION, INC.

PATRICK WOLBERD, President

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STATE OF MONTANA)
: ss.
COUNTY OF PARK)

On this 25th day of September, 1997, before me, THERESE C. BAURES, a Notary Public for the State of Montana, personally appeared EDWARD L. FRANCIS, known to me to be the Executive Vice President of CHURCH UNIVERSAL AND TRIUMPHANT, INC., the corporation that executed the within instrument, and acknowledged to me that he executed the same as the Executive Vice President of said corporation.

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

Therese C. Baures
Notary Public for the State of Montana
Residing at Corwin Springs, Montana
My commission expires: 2/1/99

STATE OF MONTANA)
: ss.
COUNTY OF PARK)

On this 26th day of September, 1997, before me, Diane Coffman, a Notary Public for the State of Montana, personally appeared PATRICK WOLBERD, known to me to be the President of GLASTONBURY LANDOWNERS ASSOCIATION, INC., the corporation that executed the within instrument, and acknowledged to me that he executed the same as the President of said corporation.

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

Diane Coffman
Notary Public for the State of Montana
Residing at Livingston
My commission expires: 10/17/97

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EXHIBIT "A"

"GLASTONBURY NORTH"

TOWNSHIP 5 SOUTH, RANGE 8 EAST, M.P.M., PARK COUNTY, MONTANA:

PARCEL NOS. 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69 and 70, as described in and shown on Certificate of Survey No. 615A, on file and of record in the Office of the Park County Clerk and Recorder; and

PARCEL NOS. 49A and 50A, as described in and shown on Certificate of Survey No. 883, on file and of record in the Office of the Park County Clerk and Recorder; and

TRACT NO. 1, as described in and shown on Certificate of Survey No. 1173, on file and of record in the Office of the Park County Clerk and Recorder; and

LOT NOS. 1-49, inclusive, of the "Golden Age Village at Glastonbury North" mobile home park, which is located on portions of Parcel Nos. 3 and 4 of Certificate of Survey No. 615A, and a plat of which is on file in the Office of the Park County Clerk and Recorder.

The real property described above shall also include any and all portions, parcels, lots, tracts or other divisions or alterations contained within or segregated from any of the property specifically identified above, whether created before or after the effective date hereof.

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EXHIBIT "B"

"GLASTONBURY SOUTH"

TOWNSHIP 6 SOUTH, RANGE 7 EAST, M.P.M., PARK COUNTY, MONTANA:

PARCEL NOS. 18, 19, 20, 21, 22, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101 and 102, as described in and shown on Certificate of Survey No. 616A, on file and of record in the Office of the Park County Clerk and Recorder; and

PARCEL NOS. 103, 104, 105, 106, 107, 108 and 109, as described in and shown on Certificate of Survey No. 981, on file and of record in the Office of the Park County Clerk and Recorder.

The real property described above shall also include any and all portions, parcels, lots, tracts or other divisions or alterations contained within or segregated from any of the property specifically identified above, whether created before or after the effective date hereof.

State of Montana }
County of Park } ss

Filed for record this 30 day of September, A.D. 19 97, at 3:56 o'clock P M. Recorded in Roll 124, Pages 548-653

Denise Nelson
County Clerk & Recorder

By _____
Deputy

Recording Fee $ 636.00 Document No. 262163 Return to Edward Frances
P.O. Box 5000
Corwin Springs MT
59027

X be recording info

C/S 615A, 616A, 773, 883, 892, 895, 981, 1173, 1358

S/D 80, 166, 198, 217, 226, 233, 241

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