

ARTICLE I--DEFINITIONS

1. "Articles" shall mean the articles of incorporation of the Association, as said articles may be amended from time to time.
2. "Association" shall mean and refer to MEADOW BROOK, Inc., a Montana nonprofit corporation existing or to be formed, which shall be the homeowners association for this subdivision.
3. "Board" shall mean the board of directors of the Association.
4. "Building committee" shall mean and refer to the committee responsible for review and approval of building location and design as provided in Article IV hereof.
5. "By-laws" shall mean the by-laws of the Association, as such by-laws may be amended from time to time.
6. "Common area" shall mean all real property owned from time to time by the Association for the common use and enjoyment of the owners. It is not contemplated that any common area will be owned by the Association at the time of conveyance of the first lot. The Declarant's intended purpose and initial use and development of the common area is more specifically set forth in Article II, paragraph 4 hereof.
7. "Declarant" shall mean

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and its successors and assigns, in the event such successors and assigns acquire or hold record title to, all or any portion of the development for development purposes rather than personal use.
8. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision map of the development with the exception of the common area, together with the residential and other improvements hereafter constructed on said lot.
9. "Member" shall mean every person or entity who holds a membership in the Association.

10. "Mortgage" shall mean a mortgage or deed of trust encumbering a lot or other portion of the development.

11. "Owner" shall mean such person or entity holding a record ownership interest in a lot, including Declarant. The term "owner" shall not include persons or entities who hold an interest in a lot merely as security for the performance of an obligation or as a contract purchaser.

12. "Phase of development" shall mean all of the real property and improvements thereon made subject hereto by the recordation of a separate and distinct declaration of annexation pursuant to Article XII hereto, excepting that Phase I of development shall mean and refer to all of the real property described in Exhibit A hereto and improvements thereon made subject hereto by the initial recordation of this Declaration.

13. "Premanufactured home" or "modular home" shall include any home not constructed on site.

ARTICLE II--PROPERTY RIGHTS, RIGHTS OF ENJOYMENT, AND EASEMENTS

1. Owners Non-Exclusive Easements of Enjoyment, Etc. Every owner of a lot shall have a non-exclusive easement and equitable right of use and enjoyment in and to and throughout the common area as well as a non-exclusive easement and equitable right for ingress and egress over and through the common area. Each such easement and right shall be appurtenant to and pass with the title to every lot, subject to the following restrictions:

(a) The right of the Association to limit the number of guests, and to adopt Association rules and regulations regulating the use and enjoyment of the common area.

(b) The right of the Association to charge reasonable admission and other fees for the use of any unassigned parking which may hereafter be constructed and situated upon the common area.

(c) The right of the Association to borrow money secured or unsecured for the purpose of improving the common area and the recreational areas therein, as the Association may hereafter determine.

(d) The right of the Association to assign, rent, license or otherwise designate and control use of unassigned parking which may hereafter be constructed and situated within the common area.

(e) The right of Declarant or its designees to enter upon the common area and any lots owned by Declarant for purposes of construction of the development for purposes of making repairs and remedying construction defects.

(f) The right of the Association, or its agents, to enter upon any of the lots in order to perform its obligations hereunder, and to enter upon any of the lots in case of an emergency originating therein or threatening the improvement thereof, whether the owner is present or not, in order to abate such emergency.

(g) The right of any owner, or his representatives, to enter upon the lot of any other owner for purposes of performing permissible installations, alterations or repairs to mechanical or electrical services, including installation of television antennae and related cables, provided requests for entry are made in advance and that such entry is at a time convenient to the owner whose lot is being entered; and in the case of emergency such right of entry shall be immediate.

2. Delegation of Use. Any owner may delegate his rights of enjoyment in the development, including any recreational facilities thereof, to the members of his family, his guests, and invitees, and to such other persons as may be permitted by the by-laws and the Association rules and regulations, subject however, to the said by-laws and said Association rules and regulations; provided, however, that neither an owner of a lot who has sold same to a contract purchaser thereof or has leased or rented same, nor members of his family, his guests and invitees shall be entitled to use and enjoy the

recreational facilities of the development while such owner's lot is occupied by such contract purchaser, lessee or renter, but, instead, such contract purchaser, lessee or renter, while occupying such lot, shall be entitled to use and enjoy the recreational facilities of the development and to delegate the rights of enjoyment in the same manner as if such contract purchaser, lessee or renter were the owner of such lot during the period of his occupancy thereof. Each owner shall notify the secretary of the Association of the names of any contract purchasers, lessees or renters of such owner's lot. Each owner, contract purchaser, lessee or renter shall also notify the secretary of the Association of the names of all persons to whom such owner, contract purchaser, lessee or renter has delegated any rights of enjoyment in the development and the relationship which each such person bears to such owner, contract purchaser, lessee or renter. Any rights of enjoyment delegated pursuant hereto are subject to suspension to the same extent that rights of owners are subject thereto.

3. Easements Granted by Association. The Association shall have the power to grant and convey to any third party, easements and rights-of-way in, on, over or under the common area for the purpose of constructing, erecting, operating or maintaining thereon, therein or thereunder overhead or under ground lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone and other purposes, public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities, and each purchaser, in accepting a deed to his lot, expressly consents thereto; provided, however, that no such easements may be granted if such would substantially interfere with the use, occupancy or enjoyment by any owner of his lot or the recreational facilities of the development.

4. Common Areas. All common areas shall remain in their present state and condition (as exists at the date of this Declaration) for wildlife habitat and the enjoyment of hiking and horseback riding residents. Any changes will require a majority vote of the members.

Unless approved by the Association no common area parking will be developed. The common areas are intended for the exclusive use of the owners, their immediate family members, invitees and guests, as reasonably provided for herein.

Walking paths will not be constructed or developed. Members will be encouraged to utilize existing game trails so as to preserve the natural vegetation and environment. Such activities as camping, operation of motorized ATV's and motorcycles, and all big game hunting within the common areas are prohibited. Snowmobiles will not be operated in the common areas during poor snow conditions. Any bird and small game hunting and any pest or predator control in the common areas will be conducted strictly in accordance with Association rules.

ARTICLE III--USE RESTRICTIONS

1. Restrictions. A lot shall not be used for any purpose other than a single family residence, a garage for the storage of the occupants of said residence and such storage or outbuilding as may be necessary to house the property and animals of the occupants permitted hereunder. Nothing herein shall prevent an owner from leasing or renting his lot, provided, however, any lessee or renter thereof shall abide by and be subject to all terms and provisions of this Declaration, the articles and by-laws, and the Association rules.

2. Rubbish, Weeds, Noxious Weeds, etc. No rubbish, brush, undergrowth or debris of any kind or character shall ever be placed or permitted to accumulate upon said lots or any of them, or any portion thereof, so as to render said premises a fire hazard, unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity or to the occupants thereof. Control of noxious

weeds shall be required at all times. Each owner for himself, his successors and assigns, agrees to remove dead trees and limbs from his lot, to control undesirable undergrowth including noxious weeds, and to address potential fire concerns. All properties shall be mowed, grazed, harvested and sprayed in accordance with Best Management Practices, as endorsed by the Natural Resource Conservation Service; and should any owner fail to do so, or should any owner fail to keep said realty free of rubbish, brush, weeds, undergrowth, or debris of any character, the Association or its successors in interest upon thirty (30) days written notice to the owner, of its intention to do so, may enter upon said realty and remove dead trees and limbs, clean and remove any rubbish, weeds, undergrowth or debris of any character from said lot, and assess the owner of the lot for the cost thereof. The Association shall notify the owner in writing of the cost thereof; and in the event the owner fails to remit to the Association said charges, they shall, upon recording a sworn statement of such charges in the records of the Clerk and Recorder, constitute a lien on said lot, which may be enforced by the Association in the manner provided for general assessments under Articles VII and VIII hereof.

3. Livestock, Enclosures, Crop and Grazing Compensation.

(a) Any owner or owners of a single parcel, or his or their family, shall be permitted to raise, keep, run and care for horses and cattle only, in accordance with the recommended "Best Management Practices" endorsed by the Natural Resource Conservation Service; the intent is to prevent overgrazing and provide for sustainable grass cover on all areas subjected to grazing pressure.

(b) All ownership of livestock shall be for family and non-commercial use only.

(c) Said livestock shall not be permitted to run at large and shall be maintained within a permanent fenced boundary sufficient in height and strands to keep livestock secured as specified in

paragraph (d) below. Property boundary fencing will be permitted only on Phase I, Lots 1, 2, 3, 4, 5, 6, and 7. No other boundary fencing will be permitted except as may be approved by the Association.

(d) Property boundary fencing is permissible only on the lots designated above. On all other tracts, fencing will be allowed on the perimeter of the building envelope, as actually utilized, and as generally depicted on Exhibit C attached hereto. Any variance from the recommended building envelopes, as designated, must first be approved in writing by the Building Committee. Extreme boundary limits of the unfenced lots shall not be delineated or defined other than by a permanent survey corner pin and treated wooden marker post installed by the developer, and maintained by the Association.

(e) All proceeds from grazing, hay or crop production on the unfenced lots may be shared on a prorated basis, pursuant to written grazing and cropping agreements among the lot owners and operators involved, which provide for such common agricultural uses as the owners may elect. Crop and grazing decisions and voting eligibility under such agreements will be restricted to owners of unfenced lots.

4. Roadway and Easement Impairment.

(a) To promote traffic safety, no fence, wall, hedge or shrub planting or any other structure or planting which obstructs sight lines at elevations between two and six feet above the roadbed of roadways shall be placed or permitted to remain at any intersection or approach, or within twenty five feet in any direction of such junction or corner.

(b) Road maintenance, snow removal and any other common services required shall be fully addressed by the Meadow Brook Homeowners Association.

5. Fire Protection.

(a) Primary protection is provided by the City of Lewistown. An emergency water supply will be located on the property of Casino Creek Concrete with 24 hour access for authorized fire fighting personnel and provisions for filling pumper units as required. An interim emergency water supply is located at the downstream end of the Burnette Creek crossing on Meadow Brook Drive. A dry well has been installed to allow fire crews access to Burnette Creek for fire fighting needs.

(b) A 50' greenbelt is required around each residence site to assist with fire control.

(c) Consideration with regard to fire control is required for each building site. Access for fire equipment, terrain, and ground cover will be evaluated by the Building Committee in consultation with any fire protection unit serving the development.

6. Utilities

(a) Electrical, Utility, Telephone and Other Communication Service.

(1) All utility service shall be underground with primary service provided to each lot boundary by the developer.

7. Dwellings

(a) All dwellings shall be single family dwellings, but no dwelling shall be erected on any lot except one detached single family not to exceed two (2) stories in height. The highest ridge shall not exceed 25 feet above the average finished grade of the site measured at 20' intervals around the perimeter of the building. This criteria is intended to allow two story construction with a daylight basement and parameters workable for most building plans. Exceptions to these limits may be obtained, as may be justified by the unique characteristics of a particular building site or plan. Approval of any such exceptions must be obtained in advance in writing from the Building Committee.

(b) Multiple-level homes shall include one and one half (1½) and two (2) story houses and shall contain a minimum of (2,400) square feet, including all floors above ground level, excluding porches, balconies and garages.

(c) All one story homes shall contain a minimum of fifteen hundred (1500) square feet excluding porches and garages.

(d) All buildings on the said premises including the residence and outbuildings shall be newly constructed upon the site on which they are to be permanently located.

(e) Color, decor and construction materials of all residential and outbuildings shall be restricted to those blending with and complimenting the landscape and natural beauty of the landscape as a whole. Only neutral earth tones are considered acceptable. Non-colored galvanized metal siding and/or roofing is not permitted. Asphalt roofing shingles are acceptable.

(f) All buildings and drainage fields shall be placed a minimum of fifty (50 feet from right of way, easement lines, and property lines of each lot. In the event the contour of a lot will not in the judgment of the Building Committee permit compliance herewith, then a written waiver from the Building Committee authorizing the approved but otherwise noncomplying location will be required.

8. Maintenance of Lots. Excepting as otherwise specifically herein provided, each owner shall be responsible for maintaining his lot, including the interior and exterior of all improvements thereon, in a clean, sanitary, workable and attractive condition.

9. Offensive Conduct; Nuisances. No noxious or offensive activities shall be carried on, upon, or within the development; nor shall anything be done thereon which may be or become an annoyance or nuisance to owners, or which shall in any way interfere with the quiet enjoyment of owners or occupants of lots.

10. Signs. No signs of any kind shall be displayed to the public view on or from any lot or on or from the common area, excepting such signs as may be used by the Declarant or its designees for the purpose of developing, selling and improving lots within the development and for the purpose of developing, selling and improving real property owned by Declarant or its designees and situated in the vicinity of the development and an approved mailbox and address sign identifying each lot.

11. Trash Disposal. Trash, garbage or other waste shall be kept only in sanitary containers. No owner of a lot shall permit or cause any trash or refuse to be kept on any portion of the development subject to this Declaration other than in receptacles customarily used therefor.

12. Indemnification. Each owner shall be liable to the remaining owners for any damage to the common area which may be sustained by reason of the negligence of said owner, members of his family, his contract purchasers, lessees, renters, guests or invitees, to the extent that any such damage shall not be covered by insurance. Each owner does further, by acceptance of his deed, agree for himself and for the members of his family, his contract purchasers, lessees, renters, guests or invitees, to indemnify each and every other owner, and to hold him or her harmless from, and to defend him or her against any claim of any person or persons for personal injury or property damage occurring within the lot of that particular owner.

13. Owner's Obligation for Taxes. Each owner shall be obligated to pay any taxes or assessments assessed by any taxing authority having jurisdiction against his lot and against his personal property.

14. General Restrictions.

(a) No platted lot in the subdivision shall be further divided.

(b) No lot shall be used for any purpose other than purely residential purposes, and no business, trade or manufacture of any sort or nature shall be conducted thereon, other than, "home

occupation" as defined by the City of Lewistown. Grain farming, hay raising, and common grazing may continue on the unfenced portions of the property.

(c) No livestock, poultry, or pets whatsoever shall be raised or kept or cared for on any lot on a commercial or industrial basis. By way of illustration, no feed yards, chicken or mink farms, commercial dog kennels, machine shops, or equipment storage yards shall be permitted on the property. All pets must be under immediate control of its owner or confined to owner's property. Dogs will not be permitted to roam free.

(d) No motor vehicles, farm, construction, or other machinery or equipment shall be allowed to accumulate on any parcel of land while such vehicles, machinery or equipment are not in use. Such items of machinery and equipment may be stored in suitable buildings to be constructed in a design and manner consistent with and complimentary to the related dwelling. This shall not apply to horse trailers for transporting horses owned by the owner of the parcel.

(e) No mobile homes, premanufactured homes or modular homes of any kind will be permitted either temporary or permanent.

(f) All dwelling and outbuildings shall be approved by the Building Committee. The makeup, purpose and function of the Building Committee (BC) is more fully set forth hereafter in Article IV.

(g) Construction completion time limit: exterior construction of buildings must be complete in 18 months. Interior construction and landscaping must be complete in 24 months.

ARTICLE IV--BUILDING AND ARCHITECTURAL GUIDELINES

1. Introduction. In order to preserve and protect property values, promote harmony of design, maintain the beauty of the existing landscape, and create a sense of identity within the neighborhood, these Building and Architectural Guidelines for improvements within Meadow Brook are provided. Compliance with these requirements shall be insured through the design review

process. However, the ultimate success of the neighborhood image and value will be enhanced by the cooperative effort of the homeowners.

2. Design Review. Initially, the developers, MATHISON, COMBS and NULTY shall comprise the Building Committee (BC). As residences are established and completed, each new resident will be eligible to serve on the BC until such time as nominations by the association are appropriate. The number of members of the BC shall eventually be reduced as provided for hereafter. In no event is it intended that any lot will ever be represented by more than a single vote on the BC. The objectives of review are to preserve the natural beauty of Meadow Brook and its setting and to establish a pleasant and desirable living environment for the community while protecting and promoting property values. Therefore, all site and exterior building improvements within Meadow Brook including site grading; landscaping; building construction; exterior change, modification or addition to an existing structure; paving; fencing; and exterior lighting, must receive approval of the BC prior to the initiation of the construction or other improvement. The owner and architect of a lot within Meadow Brook are urged to consult this Declaration of Covenants, Conditions and Restrictions (CC&R's) of Meadow Brook prior to commencing design or any improvements on the property.

The Association through its by-laws and the Meadow Brook Declaration of Covenants, Conditions and Restrictions shall establish a BC which shall consist of three members. Neither the BC nor any member or employee shall be liable to any party for any action or failure to act with respect to any matter if such action or failure to act was in good faith.

3. Site and Landscape Requirements.

(a) Grading and Retaining Walls. Grading and filling shall be commenced only after complete plans have been approved by the BC. Grading resulting from development shall be designed to blend

into the natural landscape. Cuts and fills must be feathered into the existing terrain within the property boundary.

Retaining walls and cribbing will utilize natural material such as treated timbers, logs, boulders, concrete, architectural retaining wall block or similar materials. Large expansive concrete surfaces are to be enhanced with shrubbery, texture or pattern.

The slope of cut and fill banks should be determined by the soil characteristics of the specific site to reduce erosion and promote re-vegetation. Every effort should be made to balance cut and fill on site and to maintain cut/fill slopes of 3:1 or better to best reflect the natural topography of the sites.

(b) Drainage. Drainage plans for individual lots must be approved by the BC and must be consistent with the Final Plat for Meadow Brook. No existing or proposed drainage channels which pass through a lot may be obstructed, diverted, bridged, or reconstructed in a manner which will render the drainage channel incapable of carrying anticipated storm water volume. Runoff from impervious surfaces such as roofs and pavement areas shall be directed to natural or improved drainage channels or dispersed into shallow, sloping, vegetated areas. Storm drainage shall not connect or be diverted into the sanitary sewer system.

(c) Driveways. Driveways, including the portion within a road right-of-way connecting to a street, are the sole responsibility of the lot owner. The construction of driveways will include culverts and landscaping of disturbed areas. Culverts shall be designed and constructed so as to prevent damming or diversion of storm water, from its established course.

Driveways shall be constructed at a pitch of not more than one in five (20%). Driveway and parking surfaces shall be asphalt, concrete, gravel, brick, cobbles, flagstone, or concrete pavers.

(d) Parking and Garages. Each residence shall have a garage (attached or detached) with a minimum capacity of two cars and enclosed on all sides. The garage and any accessory structure shall be located totally within the building envelope.

(e) Signs. All signs except address signs are prohibited without the specific written approval of the BC. Each residence must have an address sign located near the driveway entry. This entry sign may be lighted with a concealed light source, and shall be a minimum of 1 square foot and a maximum of 4 square feet.

(f) Fences and Walls. Fences and walls should be consistent with the architectural character of the primary buildings and should be integrated with the landscape plan. The exterior surface walls may be stucco, plaster, rock, wood, brick or other materials consistent with the architectural theme. Fences may be made of wood, rock, iron or brick. Livestock corrals and pasture fences may be wood, metal or barbed wire fences.

(g) Erosion Control and Revegetation. An Erosion Control Plan must be approved by the BC for each residence prior to construction. The Erosion Control Plan shall indicate measures to control both ground water and surface water run-off during and after construction; measures to retain eroded soil material on-site during construction; and measures to stabilize and revegetate all graded areas and disturbed slopes.

(h) Landscaping. Each residence must have a Landscape Plan approved by the BC. Landscaping must be completed within 24 months of the start of construction. In general, landscaping should relate to the existing trees and shrubs on the site and enhance the existing vegetation. The lot owner shall be responsible for planting, irrigation, care, and maintenance of his land including that portion which lies within the road right-of-way.

(i) Accessory Buildings. A detached accessory building shall be permitted. It may not contain a kitchen, but it may be used for occasional guest quarters. Such an accessory building shall not be greater in area than 25% of the livable area of the main building.

(j) Tennis Courts. A single tennis court may be constructed on any lot. It shall be at least 30 feet from any property line unless specific written approval is granted from the affected neighboring property owner and the BC. Tennis courts shall not be lighted and all fencing shall be constructed and colored in harmony with the terrain and the architectural theme.

(k) Swimming Pools and Hot Tubs. Swimming pools and hot tubs may be constructed on any lot. All such pools and tubs shall be screened from public view, and pool equipment and mechanical apparatus shall be enclosed in a structure or fenced and screened by landscaping.

4. Architectural Design.

(a) Architectural Theme. Quality design, individual expression and distinctive character should be achieved within an overall architectural theme which blends with the rural community. The design of buildings within Meadow Brook shall, in the opinion of the BC, help promote visual harmony within the neighborhood. Buildings shall be appropriate to the surrounding area in terms of scale, form, design expression and exterior materials.

(b) Building and Scale. Building form should be responsive to the natural terrain and vegetation of the site. Buildings should be well-proportioned and consistent in scale and massing with their residential use. Large uninterrupted walls and masses should be avoided. Major building element should be articulated with recesses, projections, and angle changes to create interest in terms of massing, shadow patterns and proportion.

Floor areas shall meet the minimum standards established by these Covenants, Conditions and Restrictions.

(c) Roofs. Major roof forms may be gable, hip, gambrel, or flat. Shed forms may be used on minor roofs if they meet a higher vertical wall. For other than flat roofs, the minimum pitch shall be 4 in 12. The maximum roof pitch shall be 12 in 12. Materials for pitched roofs shall be unit pieces such as clay or concrete tile, slate, cedar shakes, asphalt shingles, composition shingles and colored metal. The color of pitched roofs shall be a natural or "earth tone" color. Galvanized metal shall not be used. Dormer and turrets may have a maximum roof pitch of 12 in 12.

(d) Vents and Flues. Vents and flues shall not be exposed galvanized pipe, but rather attempts shall be made to group these roof projections and conceal them from public view. This can often be done by enclosing them in forms compatible with the overall structure.

(e) Solar Energy. Passive solar energy design is encouraged along with energy conservation measures. Passive solar design elements such as south-facing windows, thermal storage mass, and day-lighting window systems should be an integral part of the residence. Due to the cost implications and visual considerations, active solar systems are not encouraged by the BC at this time, but may be included in the design at the discretion of the owner/architect. Active system hardware should be integrated, both visually and functionally, with the overall building design.

5. Construction Standards.

(a) Building Permits and Plans. Upon final plan approval of BC, and prior to commencement of construction, builder must engage a building inspector certified by the International Committee of Certified Building Inspectors or a comparable organization or governmental agency. A complete set of BC approved plans shall remain on the building site during construction. All construction shall be performed to meet or exceed current Montana building codes and inspected by a certified building inspector.

(b) Construction Signs. One construction sign will be allowed for each lot. The sign shall not exceed 25 square feet and shall be located within the property near the entry. The sign must state the tract and lot number as well as the street address. It may also indicate the name, address and telephone number of the developer/owner, architect, contractor, or lender. The sign must be removed prior to the issuance of a Certificate of Occupancy.

(c) Performance. All work shall proceed with diligence, and during the construction period, the lot shall be kept free from scraps, rubbish, paper or other debris. There shall be no burning on the premises.

(d) Temporary Structures. A small job office and portable chemical toilet may be maintained on the lot during the construction phase.

6. Miscellaneous.

(a) Antennas. All antennas are restricted to the attic or interior of the residence. It is mandatory that all homes be pre-wired to accommodate cable reception. Satellite dishes shall be screened.

(b) Awnings. Awnings, if used, must be canvas and harmonious with the exterior color palette.

(c) Exterior Signage. Exterior signs on buildings, other than house numbers, are prohibited.

(d) Gas and Electric Meters. Meter locations are to be designed into the architecture and are to be screened from view.

(e) Mailboxes. Mailboxes are to be provided and maintained by each owner. Mailbox location, height and design must be approved by the United States Post Office and the Meadow Brook BC and conform to Fergus County U.S. mailbox standards. Attention to detail and design is encouraged.