

Red Lodge Country Club Estates Property Owners Association
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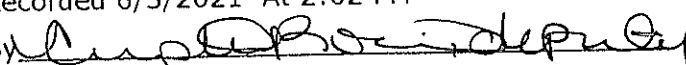
Doc # 388244 Fee: \$112.00

Declaration of Restrictions/Covent
Christine L. Stovall, Clerk & Recorder, Carbon County, MT
Recorded 8/16/2021 At 9:13 AM

By 

Doc # 386992 Fee: \$98.00

Covenants & Restrictions
Christine L. Stovall, Clerk & Recorder, Carbon County, MT
Recorded 6/3/2021 At 2:02 PM

By 

**RLCCEPOA
COVENANTS, CONDITIONS, and RESTRICTIONS**

Recording Number 386992

TO THE PUBLIC:

This AMMENDED DECLARATION, made on the date hereinafter set forth when signed by the duly authorized representative of the Red Lodge Country Estates Property Owners Association (Association) intends to incorporate an amendment conducted in accordance with Article XIII Section 1 of this document.

WHEREAS, the Association is the duly recognized representative of all property owners within Red Lodge Country Club Estates, and the Association desires to amend the Declaration of Covenants, Conditions and Restrictions of the Red Lodge Country Club Estates Recorded December 16, 2002, under Document No. 305096 in the records of Carbon County, Montana.

WHEREAS, a vote of the Association was conducted to amend this Declaration of Covenants, Conditions and Restrictions, and a Certification of this vote is included with this amendment, and the only change incorporated in this amendment is the addition of Section 9(a) to ARTICLE XI Section 9.

NOW, THEREFORE, in consideration of the premises and pursuant to Article XIII, Section 1, the Declaration of Covenants, Conditions and Restrictions of Red Lodge Country Club Estates, the Association hereby publishes this REVISED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, as amended:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Red Lodge Country Club Estates Property Owners Association (RLCCEPOA), Inc., its successors, and assigns.

Section 2. "Board or Board of Directors" shall mean the Board of Directors of the Association as more particularly defined in the bylaws of the Association.

Section 3. "Declarant" shall mean and refer to Red Lodge Grizzly Peak, Inc., a Montana corporation, and any of its successors and assigns to whom the Declarant has specifically assigned its development rights hereunder.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple or equitable title to any Lot which is part of the Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Properties" shall mean and refer to that certain real property described as: Red Lodge Country Club Estates Subdivision, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

AREAS WITHIN THE PROPERTIES

Section 1. Red Lodge Country Club Estates shall have five distinct areas with the following lots and blocks being included in each area:

Area No. 1 (single residence or duplex)

Block 1: Lots 3 through 37; Lots 39 through 73.

Block 3: Lots 1 through 26; Lots 28 through 38; Lots 40 through 55; Lots 58 through 72; Lots 74 through 95.

Block 4: Lots 1A and 1B; Lots 1 through 29; Lots 30A through 43B; Lots 44 through 57.

Block 5: Lots 1 through 20; Lots 22 through 34.

Block 7: Lots 1 through 3; Lots 7 through 20; Lots 22 through 28.

Block 8: Lots 1 through 9, Lots 11 through 50.

Block 9: Lots 1 through 33.

Area No. 2 (Multi-Family)

Block 2: Lots 3 through 6.

Block 3: Lots 39, 56, and 73, Lots 96 through 99; Lots 102 through 110.

Area No. 3 (Commercial)

Block 2: Lots 1 and 2.

Block 3: Lot 100

ARTICLE II, SECTION 1 CONTINUED

Block 4: Lot 58A.

Block 6: Lots 1 and 2.

Block 7: Lots 29 through 37.

Block 9: Lots 34 and 35.

Tract 1, Certificate of Survey No. 1291.

Area No. 4 (Recreational)

Block 1: Lots 1, 2, and 38.

Block 2: Lot 7.

Block 3: Lots 27, 57, and 101.

Block 5: Lot 21.

Block 7: Lots 6 and 21.

Block 8: Lot 10.

Area No. 5 (Public)

Block 6, Lot 3.

ARTICLE III

SINGLE FAMILY OR DUPLEX RESIDENCES

Section 1. Each Lot in Area No. 1 shall be used solely for residential purposes. However, said use for residential purposes does not prohibit an owner from renting or leasing the premises for residential purposes to another. Only a single-family detached dwelling or two-family duplex attached dwelling may be erected, altered, placed, or permitted on any Lots in Area No. 1, provided that a two-family duplex attached dwelling may be erected, altered, placed, or permitted only on Lots within Area No. 1 if the Lot or Lots on which the dwelling is to be erected exceeds 15,000 square feet. Notwithstanding the foregoing or any other provision herein, only single-family detached dwellings may be erected, altered, placed or permitted on the following Area No. 1 Lots:

Block 1: Lots 24 through 37; Lots 39 through 73.

Block 7: Lots 1 through 3; Lots 7 through 20; Lots 22 through 28.

Block 8: Lots 1 through 19; Lots 11 through 50.

Block 9: Lots 1 through 33.

Section 2. No lot in Area No. 1 shall be subdivided for the purpose of constructing more buildings than would be permitted on the lots as originally platted.

Section 3. All plans for any dwelling shall provide for an attached enclosed garage with space for at least one vehicle. The Declarant may allow the construction of a detached garage where the location of the individual structure and the size of the Lot allow sufficient area and the building will not unreasonably interfere with the view, building sites, landscaping elevations and general aesthetic considerations of the project and the nearby lots.

Section 4. In Area No. 1, the finished grade around any building or structure shall not exceed the highest existing lot corner elevation plus eight inches (8"). From the approved finished grade, no building or structure shall exceed twenty-five feet (25') in height measured to its highest point. However, the Declarant may in its discretion deny approval of plans if the height of a building or structure unreasonably interferes with the view, elevations or general aesthetic considerations of nearby Lots or the subdivision as a whole or may allow a variance of the height restriction if the height of the building does not unreasonably interfere with the view, elevations, or general aesthetic considerations of nearby Lots or the subdivision as a whole.

Section 5. No building or structure shall be erected, placed, constructed, reconstructed, altered, or remodeled so as to be less than 25 feet from the front or rear lot line or less than 6 feet from the side lot line or 20 feet from the side lot line (corner). All buildings shall comply with the City of Red Lodge, Montana, zoning regulations.

Section 6. No dwelling in Area No. 1 shall be used for professional, commercial, manufacturing or trade purposes.

ARTICLE IV

AREA NO. 2

Section 1. Lots in Area No. 2 may be used for condominium, townhouse, apartment, or other multi-family residential purposes. However, said use for multi-family purposes does not prohibit an owner from renting or leasing the premises to another.

Section. 2. All residential buildings in Area 2 shall provide for adequate off-street parking as required by the City of Red Lodge, Montana, zoning regulations.

Section 3. In Area No. 2, the finished grade around any building or structure shall not exceed the highest existing lot corner elevation plus eight inches (8"). From the approved finished grade, no building or structure shall exceed thirty-five feet (35') in height measured to its highest point. However, the Declarant may in its discretion deny approval of the plans if the height of the building or structure unreasonably interferes with the view, elevations, or general aesthetic considerations of nearby Lots of the subdivision as a whole or may allow a variance of the height restriction if the height of the building does not unreasonably interfere with the view, elevations, or general aesthetic considerations of nearby Lots of the subdivision as a whole.

Section 4. All City of Red Lodge zoning and setback requirements shall be observed.

ARTICLE V

AREA NO. 3

Section 1. Lots in Area 3 may be used for commercial purposes which may include motels, hotels,

mobile home courts and recreational vehicle campgrounds, recreational businesses, retail shops, restaurants, shopping centers, bars and lounges, commercial offices, information centers and multi-family residential purposes. Not all such uses will be permitted on Lots within Area No. 3 and Declarant shall determine in its sole discretion which use or uses shall be permissible on the Lots.

ARTICLE VI

AREA NO. 4

Section 1. Lots in Area No. 4 may be used for recreational and commercial purposes which may include a golf course, tennis court, swimming pool, a restaurant, pro shop, bar, or such other recreational or commercial purposes as may be deemed appropriate by Declarant. Not all uses will be permitted on Lots within Area No. 4 and Declarant shall determine in its sole discretion which use or uses will be permissible on the Lots.

ARTICLE VII

AREA NO. 5

Section 1. The Lot Area No. 5 shall be used for a sewer lift station to be owned and operated by the City of Red Lodge and other comparable public purposes as the City of Red Lodge deems.

ARTICLE VIII

AMENDMENT OF DECLARATION

Section 1. Declarant reserves the right to amend the Declaration of Covenants, Conditions and Restrictions to change any Lot from the area under which it is listed to another area provided that such a change in area designation is permissible under the applicable zoning classification of the property or a zone change is approved by either Carbon County Zoning Commissioners or the City of Red Lodge, whichever body has the jurisdiction to approve the change. The amendment shall be recorded with the Carbon County Clerk and Recorder and shall contain at least the following provisions:

A reference to this Declaration stating the date of recording and page of recording;

A legal description of the Lot or Lots which are to be changed from one area to another; A statement identifying the area to which the Lot or Lots will be assigned.

Section 2. Declarant reserves the right during the term of this Declaration to add all or a portion of any real property now or hereafter owned by the Declarant of the Properties. Upon recording a Notice of Addition of Real Property, the provisions of this Declaration specified in the notice shall apply to such additional real property in the same manner as if that property were originally covered by this Declaration. Thereafter, to the extent that this Declaration is made applicable thereto, the rights, powers and responsibilities of Declarant and the Owners and occupants of Lots within the Annexation Properties shall be the same as stated in this Declaration. The Notice of Addition of Annexation Properties shall contain at least the following provisions:

A reference to this Declaration stating the date of recording and book and page numbers of the recording;

A statement specifying the specific provisions of this Declaration which shall apply to Annexation properties;

A legal description of such Annexation Properties; and

Such other or different covenants, conditions and restriction as Declarant shall, in its discretion, specify to regulate the use, occupancy and improvements of such added real property.

Section 3. The Declarant reserves an irrevocable power of attorney coupled with an interest, for the purpose of recording such amendment or amendments. Each owner and each mortgagee of any other land shall be deemed to have acquiesced in such amendment or amendments and to have granted the Declarant a power of attorney, coupled with an interest, to effectuate, execute, acknowledge, and deliver such an amendment. Each owner and mortgagee shall be deemed to have agreed and covenanted to execute such further instruments, if any, as may be required to accomplish such an amendment or amendments.

ARTICLE IX

PROPERTY RIGHTS

Section 1. Installations for water and sewer lines and utility lines, including electric power and television lines, shall be underground and at the expense of the Lot owner.

Section 2. Declarant, its successors and assigns of each Lot waive any right or claim for noise emissions from aircraft so long as said noise emission does not exceed a composite noise rating of 0 to 100 decibels with infrequent sound exposure of 100 to 115 decibels as described in the publication entitled Impact of Noise on People, dated May 1977, published by the United States Department of Transportation, Federal Aviation Administration, Office of Environmental Quality.

Section 3. Owners of all Lots adjoining or adjacent to the golf course hereby grant an easement to golfers on the golf course adjoining the Properties for golfers to enter the owner's property by foot to pick up and remove golf balls.

Section 4. Owners, their heirs, successors, assigns, tenants, and invitees waive any claim which they have against Declarant for damage, including glass breakage, to their property caused by golf balls being hit out-of-bounds on the golf course.

Section 5. On Lots adjoining or adjacent to the golf course, buildings shall not be constructed within 25 feet (25') of the edge of the golf course nor shall any hedge be planted or grown, or fence constructed along Lot lines within 25 feet (25') from the golf course boundary. However, privacy fences may be constructed around patios, decks, or other improvements upon the approval of Declarant following the procedure set forth in Article X of this Declaration.

Section 6. All property owners shall be members of the Red Lodge Country Club Estates Property Owners Association (RLCCEPOA), Inc.

ARTICLE X

CONSTRUCTION OF IMPROVEMENTS

Section 1. Approval of Plans Required. No improvements, including buildings, fences, walls, or parking areas shall be erected, placed, altered, maintained, or permitted to remain on any Lot by any Owner or occupant until final plans and specifications shall have been submitted to and approved in writing by Declarant. Such final plans and specifications for exterior improvements shall be submitted in duplicate over the authorized signature of the Owner of the Lot or the owner's authorized agent. Such plans and specifications shall be in

such form and shall contain such information as may be required by the Declarant, but shall in any event include the following:

A site development plan of the Lot showing nature, grading scheme, kind, shape, composition, and location of all structures with respect to the particular Lot and adjoining Lots (including proposed front, rear and side setback lines), and the number and location of all parking spaces and driveways on the Lot:

A building elevation plan showing dimensions, exterior materials and colors;

A landscape plan of the Lot showing the nature, grading scheme, kind, size, shape, composition and location of all landscape items, including but not limited to plants, vegetation, ground cover and automatically controlled underground irrigation system, with respect to the particular Lot and adjoining Lots.

Plans shall show existing elevations of lot corners and finished grade elevations at the building or structure, all referenced to a common base point.

Any changes in the site development plan, building elevation plan, or the landscape plan must be similarly submitted and approved by Declarant.

Section 2. Basis for approval. Approval must be based, among other things, upon adequacy of site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements upon neighboring Lots, appropriate lighting with sensitivity to misdirection of light and glare, excessive brightness and the potential for light trespass upon neighboring Lots and adjacent streets, proper facing of main elevation with respect to nearby streets, adequacy of screening of mechanical, air conditioning and other rooftop installations, and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration.

In Areas 1 and 2 all exterior siding shall be in brick, stone, cultured stone products, synthetic stucco systems, including but not limited to dry fit, factory painted siding, or natural, painted or stained wood in earth tone colors. The color of all exteriors shall be approved by the Declarant. All roofs shall be of natural wood shingles or shakes, tile, slate, dimensional profile asphalt composition shingles with a manufacturer's warranty of at least twenty years, or pre-painted standing seam metal roofing with a manufacturer's warranty of at least twenty years and a minimum of 24-gauge metal. Declarant may, in its discretion, grant a variance from the requirements on the exterior siding and/or roofing if the material will, in Declarant's sole opinion, be harmonious with the character of the Properties and adjoining Lots.

(b.) In Areas 3 and 4 all exterior siding shall be in brick, stone, cultured stone products, synthetic stucco systems, including but not limited to dryvit, factory painted siding, or natural, painted or stained woods in earth tone colors. The color of all exteriors shall be approved by the Declarant. All roofs shall be of natural wood shingles or shakes, tile, slate, dimensional profile asphalt composition shingles with a manufacturer's warranty of at least twenty years, or pre-painted standing seam metal roofing with a manufacturer's warranty of at least twenty years and a minimum of 24-gauge metal. Declarant may, in its discretion, grant a variance from the requirement on the exterior siding and/or roofing if the material will, in Declarant's sole opinion, be harmonious with the character of the Properties and adjoining lots.

No plans will be approved which do not provide for the underground installation of power, electrical, telephone and other utility lines from the property line to buildings. No plans will be approved which do not provide installation of an automatically controlled underground irrigation system. Declarant shall not arbitrarily withhold its approval of any plans and specifications. Except as otherwise provided in this Declaration, Declarant shall have the right to disapprove any plans and specifications submitted hereunder on any reasonable grounds including, but not limited to, the following:

Failure to comply with any of the restrictions set forth in this Declaration;

Failure to include information in such plans and specifications as may have been reasonably requested by Declarant;

Objection to the exterior design or color, the appearance, or materials employed in any proposed structure;

Objection on the grounds of incompatibility of any proposed structure or use with existing structure or uses upon other Lots, or other property in the vicinity of the subject property;

Objection to the location of any proposed structure with reference to other Lots, or other property in the vicinity;

Objection to the landscaping or grading of any Lot;

Objection to the finish, proportions, style or architecture, height, or appropriateness of any structure;

Objection to the number or size of parking spaces, or the design of the parking area.

Failure to follow procedures of criteria set forth in any current published Guidelines which may be published from time to time by the Declarant to set forth procedures for review of plans and the standards and criteria which the Declarant expects to follow in reviewing proposed construction (provided that this requirement shall not be construed as preventing the Declarant at its option from waiving or amending provisions of the Guidelines at any time or with respect to any application);

Any other matter which, in the judgment of the Declarant, would render the proposed improvements or use inharmonious with the general plan for improvements of the Properties or with improvements located upon other Lots or property in the vicinity.

Section 3. Review fee. An architectural review fee shall be established annually by the Declarant. The review fee shall include the review of preliminary plans and construction documents. Additional review fees may be required for revisions, alterations and change of use.

Section 4. Result on Inaction. Written approval of plans and specifications by Declarant shall be required in all cases, and there shall be no presumption of approval if Declarant fails either to approve or disapprove the plans within thirty (30) days after the same have been submitted or within any other time period.

Section 5. Approval. Declarant may approve plans and specifications as submitted, or as altered or amended, or it may grant its approval to the same subject to specific conditions. Upon approval or conditional approval by Declarant of any plans and specifications submitted, a copy of such plans and specifications, together with any conditions, shall be deposited for permanent record with Declarant, and a copy of such plans and specifications, bearing such approval together with and conditions shall be returned to the applicant submitting the same.

Section 6. Proceeding with Work. Upon receipt of approval from Declarant pursuant to Section 5, the Owner or Occupant, or both, to whom the approval is given, shall, as soon as practicable, satisfy all conditions of such approval and shall diligently proceed with the commencement and completion of all approved excavation, construction, refinishing, and alterations. In all cases, work shall commence within one (1) year from the date of approval, and if work is not so commenced, approval shall be deemed revoked unless Declarant, pursuant to written request made and received prior to the expiration of said one (1) year period, extends the period of time within which work must be commenced.

Section 7. Completion of Work. Any improvement commenced pursuant hereto shall be completed within two (2) years from the date of Declarant's approval of the plans and specifications therefor, except for so long as such completion is rendered impossible, or unless work upon the proposed improvements would impose a great hardship upon the Owner or Occupant, to whom the Declarant's approval is given, due to strike, fire, national emergency, natural disaster or other supervening force beyond the control of Owner or Occupant. Declarant may, upon written request made and received prior to the expiration of the two (2) year period, extend the period of time within which work must be completed. If construction consists of multiple dwellings developed in different phases, the owner of the undeveloped Lots or common areas must finish and keep them maintained. Failure to comply with this section shall constitute a breach of this declaration and subject the party to the enforcement of procedures set forth in Article XII.

Section 8. Declarant Not Liable. Declarant shall not be liable for any damage, loss or prejudice suffered or claimed by any person on account of:

The approval or disapproval of any plans, drawings and specification, whether or not in any way defective;

The construction of any Improvement, or performance of any work, whether or not pursuant to approved plans, drawings and specifications; or

The development of any Lot within Red Lodge Country Club Estates Subdivision and the Annexation Property.

Section 9. Construction. If any improvement shall be erected, placed or maintained upon any Lot, or any new use commenced upon any Lot, other than in accordance with the approval by the Declarant pursuant to the provisions of Article VIII, such alteration, erection, placement, maintenance or use shall be deemed to have been undertaken in violation of this Declaration, and upon written notice from Declarant, any such improvement so altered, erected, placed, maintained or used upon any Lot in violation of this Declaration, any such use shall cease or be amended so as to conform to this Declaration. Should such removal or alteration, or cessation, or amendment or use not be accomplished within thirty (30) days after receipt of such notice, then the party in breach of this declaration shall be subject to the enforcement procedures.

ARTICLE XI

RESTRICTIVE COVENANTS

Section 1. All Lots shall be subject to the restrictions contained in the Subdivision Improvements Agreement, and any amendments thereto, between the Declarant and Carbon County and recorded on May 31, 1984, in the Office of the Carbon County Clerk and Recorder.

Section 2. All utilities, including but not limited to electricity, gas, water, sewer, telephone, and cable TV, including connections for individual services from the street to the dwellings, are to be underground.

Section 3. No antennae are to be erected on the Properties or dwellings unless location and placement are approved by the Declarant. No portion thereof shall be visible from the outside of any residence in excess of four feet above the roof line.

Section 4. No Lot shall be used or maintained as a dumping ground for rubbish. Garbage or other waste shall be kept in sanitary containers in garages or in enclosures which are concealed from view from the street and adjacent lots, except on days when garbage pickup is made. No organic or inorganic matter shall be allowed to accumulate on Properties, including but not limited to compost piles, leaves, dead grass, and animal

remains. No burning barrels shall be allowed on the Properties.

Section 5. No inoperable vehicles shall be allowed to stand on Properties in Areas 1 and 2 for a period of more than ten (10) days. No snowmobiles, trail bikes, motorcycles, go-carts, or all-terrain vehicles shall be operated on Properties in Areas 1, 2, 3, or 4. All-terrain vehicles are allowed to operate on Properties when directly involved in property maintenance, i.e., mowing, spraying, snow removal, etc. Golf Course management may allow operation of the above-mentioned recreational type vehicles in Areas 3 and 4, under their direct control for special events.

Section 6. No nuisances shall be allowed on the Properties, nor shall any practice be allowed which is a source of annoyance to any owner or which interferes with the peaceful possession or proper use of the properties. Without limiting the generality of the foregoing, nothing shall be done or permitted which results in noxious or offensive odors, dust, smoke or noise, and the Properties shall be maintained so as to avoid unsightly, unclean, or hazardous conditions.

Section 7. No permanent clotheslines, poles, wires, or devices for hanging clothes shall be erected outside any dwelling.

Section 8. Any Pet or animal kept by its owner within the Properties shall be leashed at any time it is outdoors, except when being kept in a fenced yard. A maximum of two (2) household pets (i.e., cats and dogs) per residence shall be permitted, only if kept under control of the owner at all times. No wolf hybrids, domestic livestock or poultry may be kept or raised on any Property. The foregoing shall not prohibit keeping and maintaining fish and birds in a residence so long as the same are kept for pleasure only and are cared for in such kind and numbers so as not to be offensive to other residents.

Section 9. All vehicles, or attachments of any kind, including but not limited to boats, motorcycles, snowmobiles, golf carts, recreational vehicles, horse trailers, work or storage trailers, ATVs, and personal watercraft within Areas 1 and 2 shall be screened from view of the street or adjacent lots. The adequacy of the screening shall be determined by the Declarant's Architectural Review Committee.

(a) The above vehicles/attachments may be stored on driveways from April 1st to October 1st.

Section 10. No building or structure upon any Lot shall be permitted to fall into disrepair. Each building or structure of the Properties shall at all times be kept in good condition and repair.

Section 11. Directional control of lighting – all lighting fixtures located anywhere on a lot shall be full cutoff as installed. Floodlights must be aimed no higher than 45 degrees below horizontal. Compliance may be achieved with fixture shielding, directional control designed into the fixture, fixture location, height or aim, or a combination of these factors. Full cutoff (FCO) is defined as a light fixture that cuts off all upward transmission of light. Lighting already installed when these restrictions were adopted is exempt except upon replacement or relocation of any light fixture; then the requirement that such light fixture be made full cutoff will apply.

ARTICLE XII

MAINTENANCE OF LOTS

Section 1. The Owner or occupant of any Lot shall at all times keep the building improvements and appearances thereon in safe, clean and wholesome condition and comply at its own expense in all respects with applicable governmental health, fire and safety ordinances, regulations, requirements and directives, including the removal, at its own expense, of any rubbish or trash of any character which may accumulate upon its Lot and the mowing of weeds and grasses pursuant to Red Lodge Amended Weed Ordinance #754.

Section 2. If the Owner shall fail to perform the maintenance required in this section, the Declarant, after fifteen (15) days prior written notice to the delinquent Owner, shall have the right, but not the obligation, to perform such maintenance and charge the delinquent Owner for the cost of such work together with interest at the maximum legal rate from the date of the advancement of funds for such work to the date of reimbursement to Declarant by Owner. If the delinquent Owner shall fail to reimburse Declarant for such costs within ten (10) days after demand therefor, Declarant may, at any time within two (2) years after such advance, file for record a claim of lien signed by the Declarant. The lien created by this section shall be effective to establish a lien against the interest of the delinquent Owner in his Lot together with interest at the rate provided above on the amount of such advance from the date thereof, in addition to recording fees, costs of title search in connection with such lien, or foreclosure thereof, court costs and a reasonable attorney's fee which may be incurred in the recording or enforcement of such a lien.

Such a lien, when so established against a Lot described in said claim, shall be prior or superior to any right, title, interest, lien or claim which may be or may have been acquired in or attached to the real property interest subject to the lien subsequent to the filing of this Declaration except for any lien of a first mortgage or tax lien. Such lien shall be for the benefit of the Declarant, its successors and assigns, and may be enforced and foreclosed in like manner as a real estate mortgage is foreclosed in the State of Montana.

If the default for which the notice of claim of lien was filed is cured, Declarant shall file or record a rescission of such notice, after payment by the defaulting Owner of the costs of preparing or filing or recording such rescission, and other reasonable costs, interests or fees which have been incurred.

The foregoing lien and right to foreclose thereunder shall be in addition to, and not in substitution for, any other rights and remedies which any party may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments.

ARTICLE XIII

Section 1. Amendment. This Declaration or any provision hereof, or any Covenant, Condition or Restriction herein contained, may be terminated, extended, modified or otherwise amended as to the whole of the subject Properties or any portion thereof, with the written consent of the Owners of 60% of the square feet of the Properties in Area 1, 2, and 3; provided, however, that so long as Declarant owns 20% of the property subject to these Covenants, Conditions and Restrictions or for a period twenty (20) years from the effective date, whichever period is shorter, no such termination, extension, modification, or other amendment shall be effective without the written approval of Declarant. No such termination, extension, modification, or other amendments shall be effective until a proper instrument in writing has been executed, acknowledged, or recorded.

ARTICLE XIV

ASSIGNMENT

Section 1. Any rights, powers, or reservation of Declarant herein under Article III, Section 4, Article IV, Section 3, Article V, Section 1, Article X, Article XI, Section 3, and Article XII shall be offered for assignment by Declarant, if at all, to an association formed of all property owners of Red Lodge Country Club Estates. If an association is not formed to accept such an assignment or to assume such duties, a successor

Declarant may be appointed, and the manner provided for amendment of this Declaration.

Section 2. Except as specified in Section 1 of this Article, any and all rights, powers and reservations of Declarant herein may be assigned to any person, partnership, corporation or association which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned and upon such person, partnership, corporation, or association evidencing its consent in writing to accept such assignment and assume such duties he or it shall to the extent of such

assignment have the rights and powers and be subject to the same obligations and duties as are given to and assumed by the Declarant therein.

Section 3. Any time the Declarant ceases to exist and has not made an assignment as provided in Section 1 and 2 of this Article, a successor declarant may be appointed in the manner provided for amendment of this Declaration.

Section 4. Any assignment or appointment made under this Article shall be in reasonable form and shall be recorded with the Carbon County Clerk and Recorder.

ARTICLE XV

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Captions. Captions are for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of an article or section.

Section 4. Waiver. Neither Declarant nor its successors or assigns shall be liable to any Owner or occupant of the Properties by reason of any mistake in judgment, negligence, nonfeasance, action, or inaction or for the enforcement or failure to enforce any provision of this Declaration. Every Owner or occupant of said Properties by acquiring its interest therein agrees that it will not bring any action or suit against Declarant to

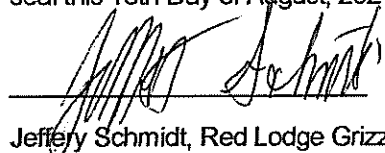
recover any such damages or to seek equitable relief because of the same.

Section 5. Attorney's Fees. In the event that it is necessary for the Declarant to bring an action to enforce the covenants contained herein, the Declarant shall be entitled to recover an attorney fee if it is successful in its action for enforcement.

Section 6. Runs with Land. All covenants, conditions, restrictions and agreements herein contained are made for the direct, mental and reciprocal benefit of each and every Lot of the Properties; shall create mutual equitable servitudes upon each Lot in favor of every other Lot; shall create reciprocal rights and obligations between respective Owners and occupants of all Lots and privity of contract and estate between all grantees of said Lots, their heirs, successors and assigns; and shall, as to the Owner and occupant of each Lot, his heirs, successors and assigns, operate as covenants running with the land for the benefit of all other Lots, except as provided otherwise herein.

Section 7. Term. The Covenants and restrictions of this Declaration shall run with and bind the Properties for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

IN WITNESS THEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 16th Day of August, 2021.



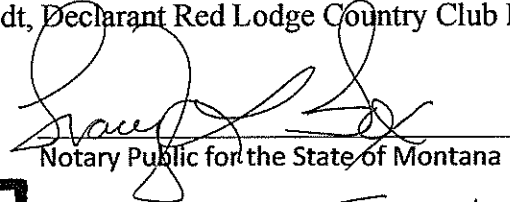
Jeffery Schmidt, Red Lodge Grizzly Peak (Declarant)

STATE OF MONTANA)

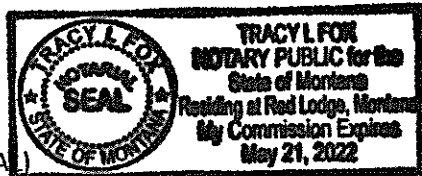
: ss.

County of Carbon)

This instrument was acknowledged, subscribed, and sworn to before me on this 16th day of August, 2021, by Jeffery Schmidt, Declarant Red Lodge Country Club Estates.



Notary Public for the State of Montana



Printed Name of Notary: TRACY L FOX

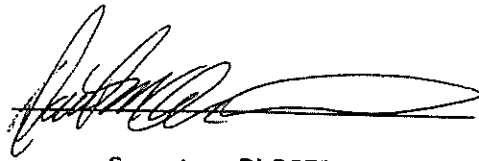
Residing at: RED LODGE

My Commission Expires: MAY 21, 2022

CERTIFICATION

This is to certify that I am the duly elected, qualified and acting Secretary of the Red Lodge Country Club Estates Property Owners Association, Inc., and that I mailed out Ballots to each Owner of Property included in the Red Lodge Country Club Estates, and that I counted each returned Ballot. As of the date hereof, there is a total of 12,140,836 square feet comprising the Properties in Area 1, 2 and 3. The Owners which consented in writing to this third Amendment constituted 64.52% of the square feet of the Properties in Area 1, 2 and 3, and those that opposed this third Amendment in writing or did not vote constituted 35.48% of the square feet. Accordingly, the Owners consenting in writing to this Amendment represent more than 60% of the total square feet comprising the Properties in Area 1, 2 and 3 required for the approval of this third Amendment. I further certify that Walton Tate is the Chairman of the Property Owners Association and authorized to execute this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand this 1 day of JUNE, 2021.



Secretary RLCCEPOA

STATE OF MONTANA)
: SS.
County of Carbon)

8-6-2021
Jox

This instrument was acknowledged before me on June 1, 2021, by Walton Tate, as Chairman, and David Quinn, as Secretary of Red Lodge Country Club Estates Property Owners Association:

