

Return to: BAHO P-2020-0000009
**ADDITIONAL DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR
ROLLING MEADOWS SUBDIVISION, PHASE III**

This DECLARATION of covenants, conditions, restrictions, and easements is made this ____ day of February, 2020 by Declarants Gale Morgan and Robert Morgan, members of Bonesteel, LLC, owner and developer of Phase III of the Rolling Meadows Subdivision and members of the Rolling Meadows Homeowner's Association, concerning the residential subdivision known as Rolling Meadows Phase III Major Subdivision.

NOW THEREFORE, Declarants hereby declare that all the property described as Rolling Meadows Phase III as set forth on the final plat filed contemporaneously herewith shall be held, sold, and conveyed subject to the following restrictions, covenants, conditions, and easements all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property as a highly desirable rural development. These restrictions, covenants, conditions and easements shall run with the real property and shall be binding on all parties having acquiring any right, title, or interest in the described property or any part thereof, and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof.

1. Phase III of the Rolling Meadows subdivision shall be subject to all the covenants, conditions, and restrictions, dues, and fees, and easements, contained in the Residential Covenants, Conditions and Restrictions recorded March 4, 1997, on Reel 290 Document 1328, records of Cascade County, Montana, except as modified herein.
2. Each home constructed within Phase III shall be a minimum of 1400 square feet on the ground floor with a building foundation which includes a minimum of six corners.
3. Pole barns are allowed subject to compliance with all the Residential Covenants, Conditions and Restrictions recorded March 4, 1997, on Reel 290 Document 1328, records of Cascade County, Montana, with the exception of Section 2, paragraphs 3(A) therein.
4. Each lot owner shall plant, seed or install a minimum of 3000 square feet and up to a maximum of 6000 square feet of turf grass within one year of construction. Any other ground cover (trees and shrubs excluded) installed shall be a native grass that does not require watering.
5. Each lot owner shall install an underground sprinkling system within one year of construction.
6. The Developer of Phase III, Bonesteel LLC, shall not be assessed any HOA fees and will not be liable for any such fees as it is not using any water or road services of the HOA.
7. New lot owners within Phase III shall pay HOA fees prorated to the date of purchase. The HOA fees are designed to provide for costs associated with road maintenance and maintenance of the HOA water and irrigation system. HOA fees are assumed to be prorated 50% to road maintenance and 50% for irrigation system maintenance. The HOA may, by resolution, assign a different percentage for such costs based on actual costs incurred during prior years.
8. In addition to the responsibilities listed in Section Seven of the original covenants identified above, the HOA is also responsible for maintenance of the water system up to and including the shut off valve on each individual lot, which valves are located in the

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Cascade County, Rina Ft. Moore - Clerk & Recorder



road easement right of way. Each lot owner is responsible for all lines on their side of said shut off valves. The HOA is responsible for road maintenance within the designated right of way as shown on the filed plat for Phase III.

- 9. Since Lots 3M and 3N in the Phase III subdivision have road access to the Ulm-Vaughn Road and will not use roads in the Rolling Meadows Subdivision, Lots 3M and 3N may not be assessed HOA fees related to road maintenance. Instead, said lots shall only be responsible for irrigation system maintenance which shall be presumed to be 50% of the total HOA fee unless, the HOA, by resolution, assesses a different amount based on actual costs incurred during prior years.

IN WITNESS WHEREOF, the undersigned, owner and developer of Phase III of the Rolling Meadows Subdivision and members of the Rolling Meadows Homeowner's Association, have caused this Declaration to be executed at Great Falls, Cascade County, Montana on the date first above written.

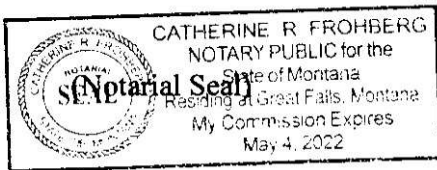
Robert Morgan
Robert Morgan, Member, Bonesteel, LLC

Gale Morgan
Gale Morgan, Member, Bonesteel, LLC

STATE OF MONTANA)
) ss:
County of Cascade County)

On this 10th day of February, 2020, before me, a Notary Public for the State of Montana, personally appeared Robert Morgan and Gale Morgan, members of Bonesteel, LLC, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Catherine R. Froberg
Notary Public for the State of Montana

Return to:
Michael Rausch
Browning, Kaleczyc, Berry & Hoven, P.C.
9 Third Street North, Suite 302
Great Falls, MT 59401

RECORDED AT THE
REQUEST OF
FIRST AMERICAN TITLE

FIRST AMENDED
ADDITIONAL DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR
ROLLING MEADOWS SUBDIVISION, PHASE III


This first amended DECLARATION of covenants, conditions, restrictions, and easements is made this 29 day of July, 2020 by Declarants Gale Morgan and Robert Morgan, members of Bonesteel, LLC, owner and developer of Phase III of the Rolling Meadows Subdivision and by the current owners of the other remaining lots in Phase III concerning the residential subdivision known as Rolling Meadows Phase III Major Subdivision to correct ¶ 2 below regarding home size.

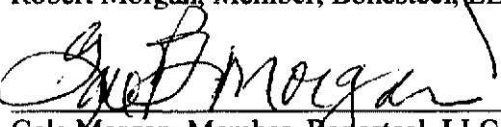
NOW THEREFORE, Declarants and current Phase III owners hereby declare that all the property described as Rolling Meadows Phase III as set forth on the final plat filed contemporaneously herewith shall be held, sold, and conveyed subject to the following restrictions, covenants, conditions, and easements all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property as a highly desirable rural development. These restrictions, covenants, conditions and easements shall run with the real property and shall be binding on all parties having acquiring any right, title, or interest in the described property or any part thereof, and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof.

1. Phase III of the Rolling Meadows subdivision shall be subject to all the covenants, conditions, and restrictions, dues, and fees, and easements, contained in the Residential Covenants, Conditions and Restrictions recorded March 4, 1997, on Reel 290 Document 1328, records of Cascade County, Montana, except as modified herein.
2. Each home constructed within Phase 3, shall be a minimum of 1400 SF on the ground floor with a building foundation which includes a minimum of 6 corners, except for a multilevel home which must have a minimum of 1000 SF on the ground floor and a total of 2000 SF of gross living area. Gross living area is defined as heated finished area that is above grade and excludes garage area.
3. Pole barns are allowed subject to compliance with all the Residential Covenants, Conditions and Restrictions recorded March 4, 1997, on Reel 290 Document 1328, records of Cascade County, Montana, with the exception of Section 2, paragraphs 3(A) therein.

4. Each lot owner shall plant, seed or install a minimum of 3000 square feet and up to a maximum of 6000 square feet of turf grass within one year of construction. Any other ground cover (trees and shrubs excluded) installed shall be a native grass that does not require watering.
5. Each lot owner shall install an underground sprinkling system within one year of construction.
6. The Developer of Phase III, Bonesteel LLC, shall not be assessed any HOA fees and will not be liable for any such fees as it is not using any water or road services of the HOA.
7. New lot owners within Phase III shall pay HOA fees prorated to the date of purchase. The HOA fees are designed to provide for costs associated with road maintenance and maintenance of the HOA water and irrigation system. HOA fees are assumed to be prorated 50% to road maintenance and 50% for irrigation system maintenance. The HOA may, by resolution, assign a different percentage for such costs based on actual costs incurred during prior years.
8. In addition to the responsibilities listed in Section Seven of the original covenants identified above, the HOA is also responsible for maintenance of the water system up to and including the shut off valve on each individual lot, which valves are located in the road easement right of way. Each lot owner is responsible for all lines on their side of said shut off valves. The HOA is responsible for road maintenance within the designated right of way as shown on the filed plat for Phase III.
9. Since Lots 3M and 3N in the Phase III subdivision have road access to the Ulm-Vaughn Road and will not use roads in the Rolling Meadows Subdivision, Lots 3M and 3N may not be assessed HOA fees related to road maintenance. Instead, said lots shall only be responsible for irrigation system maintenance which shall be presumed to be 50% of the total HOA fee unless, the HOA, by resolution, assesses a different amount based on actual costs incurred during prior years.

IN WITNESS WHEREOF, the undersigned, owner and developer of Phase III of the Rolling Meadows Subdivision and members of the Rolling Meadows Homeowner's Association, have caused this Declaration to be executed at Great Falls, Cascade County, Montana on the date first above written.



 Robert Morgan, Member, Bonesteel, LLC


 Gale Morgan, Member, Bonesteel, LLC

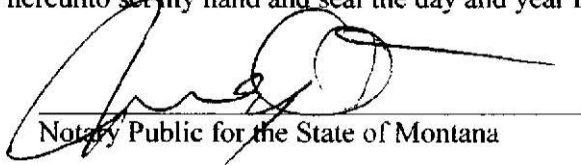
STATE OF MONTANA)
)
 County of Cascade County) ss:

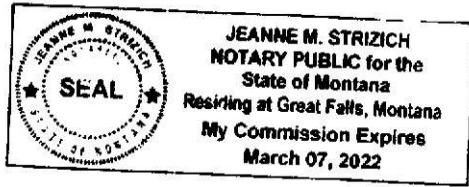
On this 25 day of August, 2020, before me, a Notary Public for the State of Montana, personally appeared Robert Morgan and Gale Morgan, members of Bonesteel, LLC, known to

On this ^{August} ~~25~~ day of ~~July~~, 2020, before me, a Notary Public for the State of Montana, personally appeared Robert Morgan and Gale Morgan, members of Bonesteel, LLC, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(Notarial Seal)


Notary Public for the State of Montana



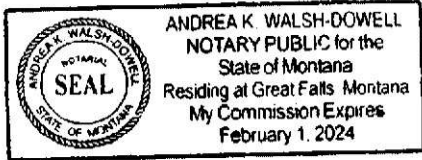
Daniel A. Yarger
Daniel A. Yarger
Lot 3M Owner
P.O. Box 88
Ulm, MT 59485

Kathy M. Yarger
Kathy M. Yarger
Lot 3M Owner
P.O. Box 88
Ulm, MT 59485

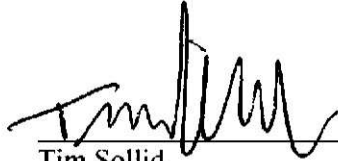
STATE OF MONTANA)
) ss:
County of Cascade County)

On this 29th day of July, 2020, before me, a Notary Public for the State of Montana, personally appeared Daniel A. Yarger and Kathy M. Yarger known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Andrea K. Walsh-Dowell



Tim Sollid
Lot 3F Owner
513 Prairie Nest Road
Great Falls, MT 59405



Scott J. Simundic
Lot 3I Owner
224 Woodland Estates Road
Great Falls, MT 59404

STATE OF MONTANA)
) ss:
County of Cascade County)

On this 24th day of August, 2020, before me, a Notary Public for the State of Montana, personally appeared Tim Sollid and Scott J. Simundic known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

