

#7409

**AMENDED DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS and BYLAWS
OF
SOLID ROCK ESTATES HOMEOWNERS' ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Bylaws of Solid Rock Homeowners' Association, Inc., (herein CCRs), was filed for record November 12, 2003, at Misc. No. 5253, Reception No. 253257, Sanders County records.

WHEREAS, the CCRs were amended by instrument filed for record January 8, 2004 at Misc. No. 5268, Reception No. 253935, Sanders County records (herein First Amendment).

WHEREAS, "SOLID ROCK ESTATES, Phase 2, a planned unit development" was declared subject to the CCRs and First Amendment by instrument filed for record February 10, 2006 at Misc. No. 5626, Reception No. 264545, Sanders County records (herein Phase 2 Declaration).

WHEREAS, the CCRs were amended by instrument filed for record September 12, 2018 at Misc. No. 7408, Reception No. 310746, Sanders County records (herein Second Amendment).

WHEREAS, the Board of Directors of Solid Rock Estates Homeowners' Association, Inc. (herein Board of Directors) desires to amend said CCRs, First Amendment, Phase 2 Declaration and Second Amendment (herein collectively Solid Rock Estates Covenants).

WHEREAS, pursuant to Article IX, Section 2, the Board of Directors has obtained approval from at least 75% of the Lot Owners of the Solid Rock Estates Homeowners' Association;

NOW, THEREFORE, pursuant to Article IX of the Covenants, the Board of Directors hereby amends the following provisions of the Solid Rock Estates Covenants to read as follows:

Article IV, Section 2. No Subdivision of Lots. No Lot shall be further subdivided in any manner. A change in boundary lines between adjacent Lots, or a Lot and other contiguous property shall not be considered a subdivision. In no event shall a change in a boundary line yield a parcel of less than 8,500 square feet. Two or more contiguous Lots may be combined to form a smaller number of Lots. The combining of Lots will not eliminate the assessment for the Lot being combined with another.

Article IV, Section 3. Structures. A single family residence with an attached garage not to exceed three bays may be constructed on each Lot. Garage doors are not to exceed fourteen (14) feet in height. Outbuildings are covered in Article IV, Section 10.

Article IV, Section 4. Setback. For all structures in the Solid Rock Estates according to the map or plat thereof on file and of record in the County of Sanders, State of Montana, there shall be no structures constructed within fifteen (15) feet of any of the property side or back lot boundary lines except that an owner of contiguous lots may build across the common inside lot line. No structures shall be constructed within twenty-five (25) feet of the front road. (However, variances as to setbacks may be granted by the Architectural Review Committee at their sole discretion). The Declarant may, from time to time, provide for additional setback requirements for particular lots to help ensure adequate

corridors protecting some of the more outstanding views within the property. For Lots owned by Declarant, additional setback requirements may be added, modified or terminated by recording an Addendum to this Declaration, signed by Declarant, and upon such recording, the Addendum shall become part of this Declaration. For Lots not owned by Declarant, any additional setback requirements shall also require the written consent of the Owner(s) of the Lot.

Article IV, Section 10. Outbuildings. If an Owner owns one Lot in the subdivision, the Owner may construct one outbuilding which shall not exceed one hundred twenty (120) square feet nor twelve (12) feet in height. If an Owner owns contiguous lots, the Owner may construct an outbuilding which shall not exceed twelve hundred (1,200) square feet nor twenty (20) feet in height. Such outbuildings shall conform in architectural design and exterior appearance to the Owner's residence. Outbuildings allowed under this section shall not be sold separately from the residence and may not be converted into a residence.

Article IV, Section 14. Fences. No fences may be constructed on any Lots, except 1) such fences on the exterior boundaries of the project as the Board of Directors and the Architectural Review Committee may deem advisable, 2) buried or wireless electric fences for confining pets, 3) electric fences for protection of vegetation, and 4) such other fences as may be specifically approved through a variance request (see Article X, Section 2).

Article IV, Section 16. Animals. The only animals which shall be kept on a Lot are dogs, cats, and other small pets, which may be raised, bred, and which shall be confined to the house, except when on a leash or confined to the Owner's Lot by use of a buried or wireless electric fence. Commercial production of such animals or other commercial use or boarding of animals shall not be permitted. Occasional sales or showing of animals shall not be considered commercial production or use. All dog feces shall be cleaned and removed without delay.

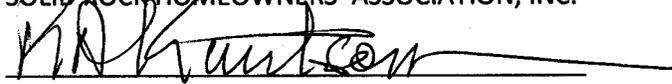
Article VI, Section 2. Architectural Review. No residence, attached garage or outbuildings of any kind shall be commenced, erected or maintained upon the Properties, nor shall any addition to or change or alteration therein be made, nor shall any of the native vegetative growth be destroyed or removed until the plans and specifications showing the nature, kind, shape, height, materials and location of the same with respect to Lot boundaries, together with the proposed construction schedule, shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography and native vegetation by the Architectural Review Committee. The plans and specifications should be in sufficient detail to show the nature, kind, shape, dimensions, height, materials and location of the proposed structure, including proposed landscaping and any exterior lighting plans.

Article X, Section 1. Enforcement. The Declarant, Board of Directors, or the Architectural Review Committee, acting for the Association, or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, covenants, conditions, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, including the rights to take corrective action in order to comply with the provisions of this Declaration and seek reimbursement from the Owner for the costs of such corrective action. Failure to enforce any covenant or restriction herein contained in any one or more instances shall in no event be deemed a waiver of the right to do so thereafter. Declarant shall have no liability for any failure to enforce any covenant or restriction.

It is hereby declared that the Sanders County Justice Court shall have original jurisdiction and be a proper forum for any enforcement action initiated thereunder.

This Amended Declaration of Conditions, Covenants, Restrictions and Bylaws modifies the aforesaid Solid Rock Estates Covenants, all of the terms and conditions of which are hereby ratified, except as to those provisions which are inconsistent with the matters set forth in this Amended Declaration.

SOLID ROCK HOMEOWNERS' ASSOCIATION, INC.

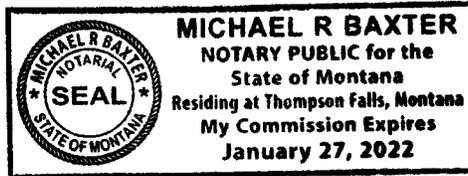


ROD KNUTSON, President

ATTEST:



GAYLE TAYLOR, Secretary



STATE OF MONTANA)

:SS.

County of Sanders)

This instrument was acknowledged before me on this ____ day of September 13, 2018 by ROD KNUTSON.


NOTARY PUBLIC FOR STATE OF
MONTANA