

17121

DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS,
CONDITIONS AND WATER SYSTEM MAINTENANCE AGREEMENT FOR
COUGAR MEADOWS SUBDIVISION NO. II

THIS DECLARATION, is made this 22nd day of August, 1994, by JOHN COCHRAN and LOUISE T. COCHRAN, hereinafter called the Declarant;

W I T N E S S E T H :

WHEREAS, the Declarant is the owner of certain real property situated in the County of Mineral, State of Montana, and more particularly described as follows:

Lots 1 through 23 of Cougar Meadows No. 2, located in the Southeast One-quarter (SE $\frac{1}{4}$) of Section 30, Township 18 North, Range 27 West, P.M.M., a platted subdivision in Mineral County, Montana, according to the official recorded plat thereof.

WHEREAS, Declarant as the owner of such real property desires to place restrictions, covenants and conditions upon said real property for the use and benefit of himself as present owner and for the future owners thereof, and

WHEREAS, Declarant as the owner of the real property described herein desires to provide for the maintenance of a water system serving the property, for the Declarant as present owner of said property and for future owners of said property, and for other persons who use the water system;

NOW, THEREFORE, Declarant hereby declares all property described herein 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 subdivision. These restrictions, covenants, conditions and easements shall run with the real property and shall be binding on all the parties having or acquiring any right, title or interest in the described real property or any part thereof, and are for the benefit of and shall be binding upon each successor in interest of the owners thereof.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to the Cougar Meadows Homeowner's Association, Inc., a Montana non-profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described herein, and any such other real property that is or may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded plat of the properties subject to this declaration with the exception of dedicated streets and road easements. In the event a lot is subdivided or property other than a lot as shown on the recorded plat is used as a dwelling location, as hereinafter authorized, such location, as modified, shall thereafter be considered as a lot.

Section 4. "Member" shall mean and refer to any person or entity who is a member of the Association.

Section 5. "Owner" shall mean and refer to the equitable owner, whether one or more persons or entities, of any lot which is a part of the properties, including buyers under a contract for deed and contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 6. "Declarant" shall mean and refer to John Cochran and Louise T. Cochran and their personal representatives, heirs and assigns, if such heirs or assigns should acquire more than as originally established, from, the Declarant, for the purpose of further development and sale thereof.

Section 7. "Building" shall mean and refer to and include any structures built upon the real property as a residence or for other purposes.

ARTICLE II. ANNEXATION

The Association may at any time annex additional residential properties that border property within the jurisdiction of the Association, and so add to its membership; provided that such annexation shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for the purpose of annexing the property.

ARTICLE III. MEMBERSHIP

Every person or entity who is an equitable or record owner of any lot which is subject by covenants of record to assessments by the Association, shall be a member of the Association, as provided for in the Articles of Incorporation and By-Laws of Cougar Meadows Homeowner's Association, Inc. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Membership shall be appurtenant to and may not be separated from ownership of a lot of lots.

ARTICLE IV. VOTING

Members shall be entitled to vote for each lot in which they have an interest required for membership, as provided for in the Articles of Incorporation and By-Laws of the Cougar Meadows Homeowner's Association, Inc. In no event shall more than one vote be cast with respect to any lot.

ARTICLE V. PURPOSES

The Cougar Meadows Homeowner's Association, Inc., shall represent owners and serve them in accordance with the provisions of this Declaration, and the purposes set forth in the Articles of Incorporation. These services may include architectural control, maintenance of the properties, coordination with governmental agencies concerning the properties, and providing such other services and representation as are authorized in accordance with the provisions of the Declaration, as well as providing for maintenance of the water system.

ARTICLE VI. ANNUAL MEETING

The Articles of Incorporation and By-Laws of the Cougar Meadows Homeowner's Association, Inc., shall set forth and determine the date for the annual meeting the first year the association is formed, and the annual meeting shall be held at a similar time set forth by the By-laws and Articles of Incorporation in every subsequent year.